



**Tuesday, January 21, 2020
4:00 PM**

**City Council
Tuesday Meeting Agenda**

**Council Chambers
200 Forrest Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Agenda Adjustments:

Add Policy Item #25 at the request of the Administration as follows:

25. **2020-492** Approve and Authorize Mayor to execute a Temporary Construction Easement with SAIA Motor Freight Line, LLC for a portion of Parcel No. 2-011-15-005.00 (PPIN 008991) in Forrest County for the purpose of relocating utilities for the construction of Fire Station No. 9.

Presentation Agenda

POLICY AGENDA

1. **2020-485** Approve the minutes for the January 6 & 7, 2020 meetings of the City Council.

2. **2020-16** Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.

3. **2020-475** Adopt a Resolution authorizing Requisition No. 57 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.

4. **2020-464** Approve Lighting Lease Agreement with Mississippi Power for new lighting at the East 8th Street Park and authorize the Mayor to execute the same.

5. **2020-465** Approve Lighting Lease Agreement with Mississippi Power for new lighting along Newman Street and authorize the Mayor to execute the same.

6. **2020-468** Approve Contract Change Order No. 1 with Wildstone Construction Services, LLC for the Camp Street Improvements Project and authorize the Mayor to execute the same.

7. **2020-477** Approve Supplemental Agreement No. 1 with Grady Crawford Construction on the 2018 Water Improvements project to adjust quantities to actual, and record an underrun of \$36,327.20 on the contract; approve final pay application and authorize the Mayor to execute the same.

8. **2020-480** Approve Supplemental Agreement No. 1 with T. L. Wallace Construction, Inc. on the 2017 Water Improvements Project to adjust quantities to actual, and record an overrun of \$24,551.10 on the contract; approve final pay application and authorize the Mayor to execute the same.

9. **2020-470** Adopt Resolution authorizing application for the Mississippi State Department of Health FY2021 Violence Against Women Act (VAWA) S.T.O.P. Grant Program.

10. **2020-469** Approve Amendment to the Agreement with Southern Mississippi Planning & Development District (SMPDD) regarding the development of a Pavement Management Plan for the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (MPO), replacing the agreement approved 7/16/2019 in its entirety and authorize the Mayor to execute the same.

11. **2020-455** Approve a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Brenda Booth of 735 Longstreet Drive in an amount not to exceed \$60,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E) and authorize the Mayor to authorize in triplicate.

12. **2020-452** Approve a Rental Agreement between the City of Hattiesburg and R J Young Company for two (2) copiers to be located in the Hattiesburg Police Department Detective Division in the amount not to exceed \$487.60 per month for 48 months and authorize the Mayor to execute the same.

- 13. 2020-484** Approve Professional Services Agreement between City of Hattiesburg and Project NOLA to provide a community crime camera program and authorize the Mayor to execute the same.
- 14. 2020-483** Approve clothing allowance policy for plain clothes police officers for the City of Hattiesburg.
- 15. 2020-481** Approve the purchase of property located at 604/606 Mobile Street (Old Smith Drug) from Harvel Harris, Jr., and Belinda F. Harris for the purchase price of \$20,000.00, which covers the cost of acquiring the property by eminent domain, the payment is commensurate with the fair market value of the property, and the approval of an administrative settlement in the amount of \$20,000.00 is reasonable, prudent and in the best interest of the public and authorize manual check for the same.
- 16. 2020-482** Approve Agreement between City of Hattiesburg and Hattiesburg Convention Commission for the management, operation and program development of the Historic Smith Drug Company Building and authorize the Mayor to execute the same.
- 17. 2020-26** Approve Agreement between the City of Hattiesburg Fire Department and Emergency Reporting to provide software subscription, setup, and support for a 5-year period beginning January 15, 2020 and ending January 14, 2025, and authorize Mayor to execute the same.
- 18. 2020-458** Acknowledge receipt of the award for the 2019 Georgia Pacific Bucket Brigade Grant Program in the amount of \$5,000 for the purchase of equipment for the Hattiesburg Fire Department.
- 19. 2020-467** Approve or deny changes to wages and salaries proposed in accordance with Ordinance No. 3154.
- 20. 2020-472** Approve a Subrecipient Agreement with Breakthrough Community Services to provide Emergency Repairs in connection with the City's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Grant Program and authorize the Mayor to execute the same.

21. **2020-476** Ratify and confirm the Mayor's reappointment of Tom Boldo (W2) to the Historic Conservation Commission for a term beginning February 18, 2020 an ending June 30, 2024.

22. **2020-478** Ratify and confirm the Mayor's reappointment of Glenn Nees (W4) to the Historic Conservation Commission for a term beginning February 18, 2020 and ending June 30, 2023.

23. **2020-479** Ratify and confirm the Mayor's reappointment of Dr. Margaret Dwight Shelton (W2) to the Historic Conservation Commission for a term beginning February 18, 2020 and ending June 30, 2024.

24. **2020-486** Ratify and confirm the Mayor's appointment of Ronnie Perkins to the Pine Belt Regional Solid Waste Authority, to fill the unexpired term of Wanda Tyler, for a term beginning January 21, 2020 and ending June 29, 2021.

ROUTINE AGENDA

1. **2020-487** Ratification of Cooperative Equipment Agreement between the City of Hattiesburg and Mississippi Forestry Commission allowing for the transfer of excess equipment no longer in use by the Forestry Commission to the City of Hattiesburg for fire suppression responsibility.

2. **2020-454** Acknowledge Proof of Publications for the month of December 2019.

3. **2020-471** Acknowledge receipt of Privilege License Monthly Report for 12/2019.

4. **2020-460** Acknowledge receipt of a list of properties determined by Code Enforcement Officers in the months of October, November, and December of 2019 eligible for processing via expedited process.

5. **2020-474** Approve and authorize issuance of manual check for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}

6. **2020-459** Approve and authorize publication of Notice for Request for Qualifications for Qualified Eligible Contractors for the City of Hattiesburg's CDBG/HOME Programs {Entitlement}

7. **2020-461** Approve specifications and authorize publication of advertisement for term bid item #2 - Repair and Rehabilitation of City Streets.

8. **2020-462** Approve specifications and authorize publication of advertisement for term bid item #20 -Furnish Labor, Equipment and Material for Repair, Replacement or Installation of Ductile Iron or PVC Water Lines and Fittings for the Hattiesburg Water Dept.

9. **2020-463** Approve specifications and authorize publication of advertisement for term bid item #26 -Sanitary Sewer Line and Storm Repair or Replacement

10. **2020-25** Approve Specifications and Authorize Publication of Advertisement for Term Bids for Lot Clearing and related services.

11. **2020-466** Approve Plans and Specifications and Authorize Advertisement for Bids for a Smoke Evacuation for the Public Safety Complex.

12. **2020-473** Approve Specifications and Authorize Publication of Advertisement for Term Bids for Demolition and related services.

13. **2020-457** Approve the City's purchase of one (1) one grave space located in the North Half (N 1/2) of the Southeast Quarter (SE 1/4), Lot 3, Section 24, at Highland Cemetery Minute Book# 1984-283,in the amount of \$ 175.00 and one (1) grave space located in the South Half (S 1/2) of the Southeast Quarter (SE 1/4) , Lot 14, Section 24, at Highland Cemetery Minute Book# 1984-283 in the amount of \$ 175.00. Total for both spaces \$ 350.00, from Christopher Clements, Authorize manual check for the same.

14. **2020-456** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

15. **2020-488** Approve claims docket for the period ending January 17, 2020.

Citizens' Forum

In Memoriam:

- Mr. Neil Peart
- Ms. Elma Elmer
- Ms. Katie Rose Woods McClendon
- Mr. George Boone
- Mr. Jacoby Malik Bergeron
- Mrs. Nell Jones

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, January 21, 2020

Re: Approve and Authorize Mayor to execute a Temporary Construction Easement with SAIA Motor Freight Line, LLC for a portion of Parcel No. 2-011-15-005.00 (PPIN 008991) in Forrest County for the purpose of relocating utilities for the construction of Fire Station No. 9.
File Number: 2020-492
Minute Book #

Summary

Approve and Authorize Mayor to execute a Temporary Construction Easement with SAIA Motor Freight Line, LLC for a portion of Parcel No. 2-011-15-005.00 (PPIN 008991) in Forrest County for the purpose of relocating utilities for the construction of Fire Station No. 9.

Recommendation Statement

I recommend approval of this item.

Please place this on the January 21, 2020 City Council meeting for consideration.

STATE OF MISSISSIPPI
COUNTY OF FORREST
CITY OF HATTIESBURG

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("**Agreement**") dated as of January __, 2020 ("**Effective Date**"), by and between SAIA MOTOR FREIGHT LINE, LLC, a Louisiana limited liability company ("**Grantor**"), formerly known as Saia Motor Freight Line, Inc., a Louisiana corporation, and CITY OF HATTIESBURG, MISSISSIPPI, a municipal corporation of the State of Mississippi ("**Grantee**").

1. **Grant of Easement.** For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of all of which is hereby acknowledged and confessed, including the benefits to be derived herefrom, Grantor does, upon the terms and conditions set forth herein below, hereby grant and convey, for the Term (defined below), unto Grantee, a temporary construction easement (the "**Temporary Construction Easement**") for access across the real property described on Exhibit A attached hereto (the "**Easement Parcel**") to relocate and reconnect for the service of Grantor's real property commonly known as 7540 U.S. Highway 49 N and located and situated in the City of Hattiesburg, Forrest County, Mississippi and more particularly described on Exhibit B attached hereto ("**Grantor's Property**") the existing water line and sewer line that serve Grantor's Property (the "**Project**").

2. **Grantee's Duties.** Grantee agrees that the Project will be completed in accordance with the project plan attached hereto as Exhibit C (the "**Project Plan**"). Grantee shall be responsible for all costs and expenses associated with the construction of the Project. Grantee shall construct the Project in compliance with the Project Plan and all applicable codes and laws and in a good and workmanlike manner and without any interference with or impairment of Grantor's use, occupancy, and operation of Grantor's Property.

3. **Restoration.** The Grantee will, prior to expiration of the Term, (i) finish grade, to Grantor's satisfaction, to the Easement Parcel; (ii) seed with grass the Easement Parcel; and (iii) reconstruct, in a good and workmanlike manner with materials of equal to or better quality than those previously constituting such improvements, any improvements on the Easement Parcel that are disturbed as part of the Project, each of (i) – (iii) above, substantially in accordance with the Project Plan ("**Restoration**").

4. **Easement Term; Release.** The Temporary Construction Easement shall terminate without the necessity of Grantor's taking any action upon the first (1st) anniversary of the Effective Date or, if occurring

earlier, completion of the Project in accordance with the Project Plan (the period commencing upon the Effective Date and expiring as set forth above, herein called the “**Term**”). However, upon request of Grantor, Grantee covenants and agrees that it will, at Grantee’s sole cost and expense, prepare and deliver to Grantor or file of record, as Grantor may elect, a termination and release of this Agreement in such form as Grantor may require, within ten (10) days after the expiration of the Term. Notwithstanding the expiration of the Term, Grantee’s obligations to complete the Restoration shall survive expiration of the Term.

5. Matters of Record. This Agreement, the Temporary Construction Easement, and the rights and privileges herein granted shall be subject to all valid and subsisting matters of public record, including but not limited to encumbrances, conditions, covenants, restrictions, reservations, exceptions, rights-of-way and easements of record, including all laws, regulations, and restrictions by municipal or other governmental authority applicable to and enforceable against the Easement Parcel.

6. Indemnity; Insurance; Liens.

a. Except to the extent otherwise prohibited by the laws of the State of Mississippi, Grantee agrees to defend, indemnify and hold harmless Grantor from any and all actual, out-of-pocket costs and expenses incurred by Grantor as a result of claims, assertions, losses, costs, expenses (including reasonable attorneys’ fees) or liabilities (collectively, “**Damages**”), which may arise from any act or omission of Grantee that results directly or indirectly in the injury to or death of any person, damage to the Easement Parcel, or any other Damages caused by the failure of Grantee or Grantee’s agents, customers, invitees, licensees, employees, servants, contractors, tenants and tenants’ customers, invitees, employees, servants, licensees, contractors and agents as might be designated by Grantee from time to time (all of which persons are hereafter collectively called “**Permittees**”) to comply with any provision of this Agreement, except to the extent that such Damages are caused by the gross negligence or willful misconduct of Grantor.

b. In connection with the easements granted herein (including, without limitation, construction activities and use thereof), Grantee shall maintain through the Mississippi Municipal Service Company insurance pool, shall cause its contractors performing work within the Easement Parcel to obtain, comprehensive general liability insurance in the amount of not less than One Million Dollars (\$1,000,000) per occurrence. Grantee shall, prior to the commencement of any entry upon to the Easement Parcel by Grantee or any of its Permittees, deliver to Grantor certificates of all

insurance reflecting evidence of required coverages, together with the declarations page of all policies, a Waiver of Subrogation Endorsement and an Additional Insured Endorsement satisfactory to Grantor, and proof of payment of all policy premiums. All insurance required under this section of any contractor of Grantee shall be issued by insurers licensed to do business in the State of Mississippi and which are rated A:VII or better by Best's Key Rating Guide and (ii) shall be endorsed to provide at least thirty (30) days prior notification of cancellation or material change in coverage to said additional insureds.

c. Grantee further agrees to defend and hold harmless the Grantor from from the assertion of any mechanic's, materialmen's or other liens arising from construction, maintenance, or repairs to the Easement Parcel conducted by or on behalf of Grantee. In the event any such lien is filed against the Easement Parcel or any property of Grantor with respect to the Project, Grantee shall cause such lien to be removed and released or bonded over within sixty (60) days of such filing.

7. No Dedication. Nothing contained in this Agreement will be deemed to constitute a gift, grant or dedication of any portion of the Easement Parcel to the general public or for any public purpose whatsoever, it being the intention of the parties hereto that this Agreement will be strictly limited to the private use of the parties and their respective Permittees.

8. Amendment. This Agreement and any provision herein contained may be terminated, extended, modified or amended only with the express written consent of Grantor and Grantee.

9. Default and Remedies. In the event of any violation by either party of any of the provisions of this Agreement, in addition to the right to collect damages, each party will have the right to enjoin such violation in a court of competent jurisdiction. Prior to the commencement of any such action, written notice of the violation will be given to the party claimed to have committed such violation. In addition, Grantor shall have the right to (i) terminate this Agreement by written notice to Grantee; (ii) sue Grantee for all actual damages suffered by Grantor on account of Grantee's failure, non-performance or breach hereunder. Except as provided above, the remedies of Grantor hereunder are cumulative and not exclusive, and the exercise of any one remedy will not be in limitation or derogation of any other remedy herein enumerated or otherwise available at law or in equity.

10. Miscellaneous.

a. Notices. All notices, statements, demands, approvals and other communications given pursuant to this Agreement will be in writing. Notices to be given hereunder may be personally delivered, sent by restricted or certified mail postage prepaid, or sent by overnight delivery service, to the addresses set forth in the introductory paragraph of this Agreement. Notices which are mailed shall be deemed received the third (3rd) day after posting; notices sent by personal delivery shall be deemed received the day after the same are delivered or sent; and notices sent by overnight delivery shall be deemed received the second (2nd) day following the date they are sent. The address to which notices will be sent shall be as follows, unless such addresses are changed by notice:

- i. To Grantor: 11465 Johns Creek Parkway, Suite 330, Johns Creek, GA 30097, Attn: Real Estate Department;
- ii. To Grantee: 200 Forrest Street, Hattiesburg, MS 39401, Attn: Director of Engineering.

b. Waiver of Default. No waiver of any default by any party will be implied from the failure by any other party to take any action in respect of such default. No express waiver of any default will affect any default or extend any period of time for performance other than as specified in such express waiver. One or more waivers of any default in the performance of any provision of this Agreement will not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other provision. The consent to or approval of any act or request by any party will not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar act or request. The rights and remedies provided by this Agreement are cumulative and no right or remedy will be exclusive of any other, or of any other right or remedy at law or in equity which any party might otherwise have by virtue of a default under this Agreement and the exercise of any right or remedy by any party will not impair such party's standing to exercise any other right or remedy.

c. No Partnership. Nothing contained in this Agreement and no action by Grantor or Grantee will be deemed or construed by the parties or by any third person to create the relationship of principal and agent, or a partnership, or a joint venture, or any other association between or among the parties.

d. Governing Law; Severability. This Agreement will be construed in accordance with the laws of the State of Mississippi. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall not be otherwise affected, impaired or invalidated.

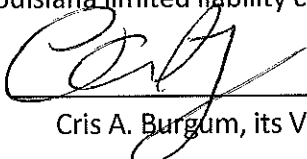
e. Captions. The captions of the Sections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this Agreement. Each party hereto hereby acknowledges that it participated equally in the negotiating and drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than the other.

f. Right to Compensation. Grantor acknowledges that it has the right to receive just compensation for the Temporary Construction Easement herein granted based on an appraisal of said Temporary Construction Easement. Grantor hereby waives its right to such compensation, and does donate the Temporary Construction Easement granted herein upon the terms and conditions set forth herein to the Grantee. Grantor further acknowledges that it has the right to request that a fair market value appraisal of the Temporary Construction Easement herein granted be made, and does hereby waive that right.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Grantor and Grantee have each caused this Agreement to be executed by their respectively duly authorized person as of the Effective Date.

SAIA MOTOR FREIGHT LINE, LLC,
a Louisiana limited liability company

By: 
Cris A. Burgum, its VP Maintenance & Properties

STATE OF GEORGIA

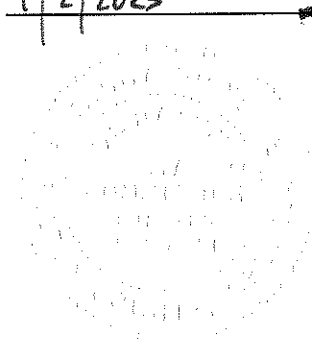
COUNTY OF FULTON

17th Personally appeared before me, the undersigned authority in and for the said county and state, on this day of July, 2020 within my jurisdiction, the within named Cris A. Burgum, who acknowledged to me that he is VP Maintenance & Properties of Saia Motor Freight Line, LLC, a Louisiana limited liability company, and that for and on behalf of said limited liability company, and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.


(NOTARY PUBLIC)

My commission expires:

1/2/2023


Anthony Burnett
NOTARY PUBLIC
Fulton County, Georgia
My Commission Expires 1/2/2023

CITY OF HATTIESBURG, MISSISSIPPI,
a municipal corporation of the State of Mississippi

By: _____

Printed Name: _____

Its: _____

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 20__, within my jurisdiction, the within named _____, who acknowledged to me that he is _____ of City of Hattiesburg, Mississippi, a municipal corporation of the State of Mississippi, and that for and on behalf of said municipal corporation, and as the act and deed of said municipal corporation, he executed the above and foregoing instrument, after first having been duly authorized by the governing body of said municipal corporation so to do.

(NOTARY PUBLIC)

My commission expires:

EXHIBIT A

Easement Parcel

A Temporary Construction Easement being situated in the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 15, Township 5 North, Range 14 West, Forrest County, Mississippi, being more particularly described as follows, based on Grid Bearings:

Commence at a $\frac{1}{2}$ inch rebar set marking the Northeast corner of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 15, Township 5 North, Range 14 West, Forrest County, State of Mississippi. Thence along the East line of said Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, run $S00^{\circ}11'42''W$ for a distance of 330.00 feet to a 2" inch iron pipe found; Thence continuing along said East line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, run $S00^{\circ}11'42''W$ for a distance of 59.47 feet to and for the Point of Beginning; Thence departing said East line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, run $N89^{\circ}49'25''W$ for a distance of 10.00 feet to a $\frac{1}{2}$ inch rebar set; Thence run $S00^{\circ}11'42''W$ for a distance of 10.00 feet to a $\frac{1}{2}$ inch rebar set; Thence run $S89^{\circ}49'25''E$ for a distance of 10.00 feet to a $\frac{1}{2}$ inch rebar set on the aforesaid East line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; Thence along the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, run $N00^{\circ}11'42''E$ for a distance of 279.97 feet back to the Point of Beginning. The above herein described Temporary Construction Easement contains 0.06 Acres, more or less (2,799.7 square feet).

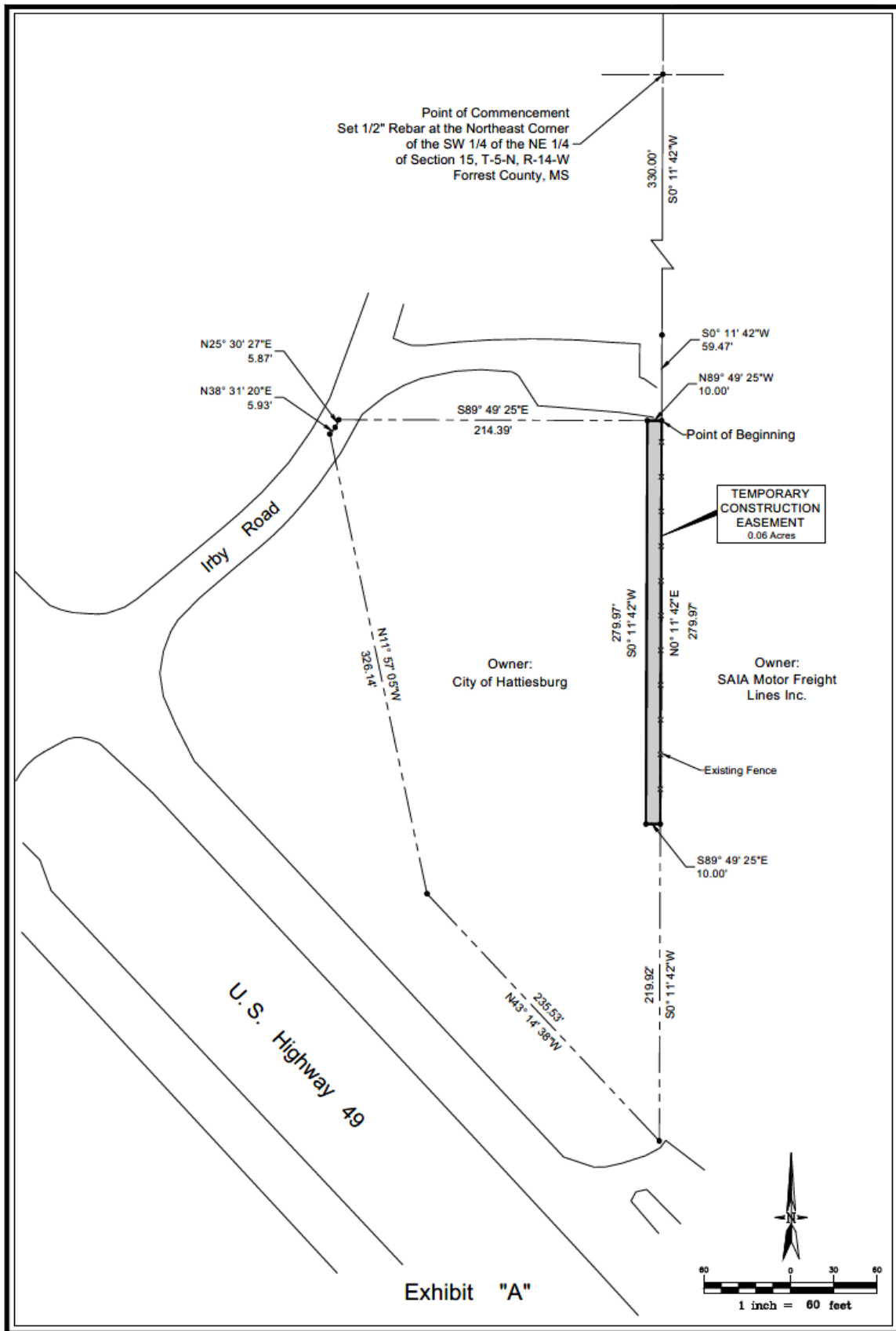


EXHIBIT B

Grantor's Property

A portion of Parcel No. 2-011-15-005.00, PPIN 008991, more particularly described as follows:

A part of the S-1/2 of the NE-1/4 of Section 15, Township 5 North, Range 14 West, Forrest County, Mississippi, and being more particularly described as follow, to-wit:

Commence at the NW corner of the SE-1/4 of the NE-1/4 of Section 15, Township 5 North, Range 14 West, Forrest County, Mississippi, and run South for 330 feet to and for the Point of Beginning, thence run East for 1323 feet to the East line of said Section 15, thence run South along the East line of said Section 15 for 330 feet, thence run West for 1097.4 feet, thence run South for 467.5 feet to the intersection with the Northeast ROW line of U. S. Highway No. 49, thence run Northwesterly along the Northeast ROW line of U. S. Highway No. 49 for 808.3 feet to the intersection with the Easterly Line of an asphalt drive, thence run Northeasterly along the Easterly line of said drive for 267.5 feet to a point due West of the Point of Beginning, thence run East for 180 feet to the Point of Beginning, the said described property comprising 14.4 acres, more or less.

LESS AND EXCEPT: A parcel of land in the South 1/2 of the Northeast 1/4, Section 15, Township 5 North, Range 14 West, Forrest County, Mississippi, and more particularly described as commencing at the Northwest corner of the Southeast 1/4 of Northeast 1/4 of the above said Section 15, thence South 330 feet; thence South 88°45' East 1323 feet to the East line of the above said Section 15; thence South 00° 25'30" West and along the East line of the above said Section 15 for 330.2 feet; thence North 88°45' West 1098.4 feet to the Point of Beginning; thence South 00°10'5" West 466.7 feet to the Northerly Right-of-Way line of U. S. Highway No. 49; thence North 42°59' West and along the Northerly Right-of-Way line of U. S. Highway No. 49 for 330.9 feet; thence North 00°22' East 229.5 feet; thence South 88° 45' East 225.6 feet to the Point of Beginning; comprising 1.3 acres, more or less.

(As deeded to Grantor by Corporation Warranty Deed filed February 28, 1994, in Book 707, at Page 380.)

AND ALSO LESS AND EXCEPT:

A parcel of land being situated in the Southwest 1/4 of the Northeast 1/4 of Section 15, Township 5 North, Range 14 West, Forrest County, Mississippi, being more particularly described as follows, based on Grid Bearings:

Commence at a 1/2 inch rebar set marking the Northeast corner of the Southwest 1/4 of the Northeast 1/4 of Section 15, Township 5 North, Range 14 West, Forrest County, State of Mississippi. Thence along the East line of said Southwest 1/4 of the Northeast 1/4, run S00°11'42"W for a distance of 330.00 feet to a 2" inch iron pipe found; Thence continuing along said East line of the Southwest 1/4 of the Northeast 1/4, run S00°11'42"W for a distance of 59.47 feet; Thence departing said East line of the Southwest 1/4 of the Northeast 1/4, run N89°49'25"W for a distance of 10.00 feet to a 1/2 inch rebar set for the Point of Beginning;

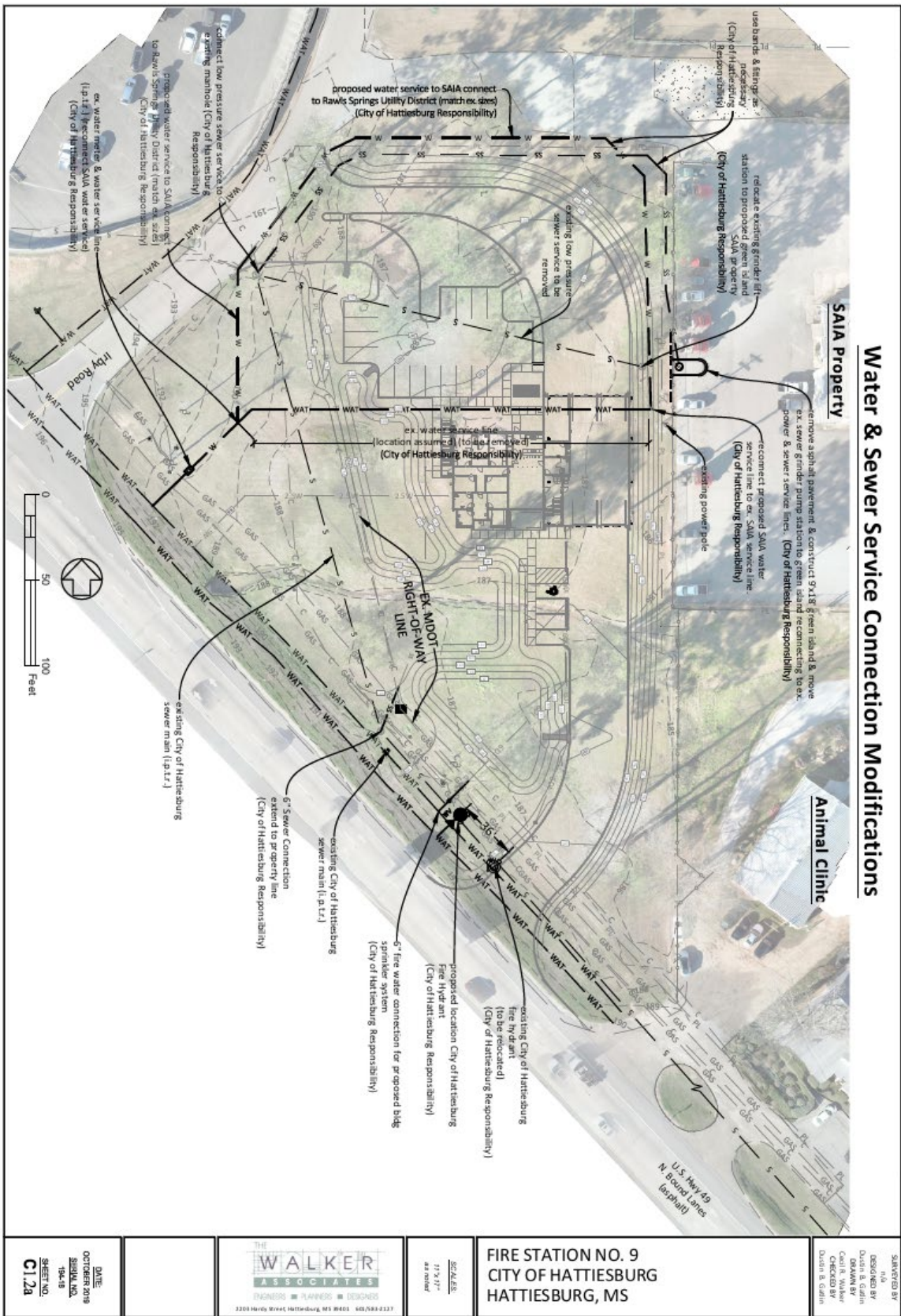
Thence, run S00°11'42"W for a distance of 279.97 feet to a 1/2 inch rebar set; Thence run S89°49'25"E for a distance of 10.00 feet to a 1/2 inch rebar set on the aforesaid East line of the Southwest 1/4 of the Northeast 1/4; Thence along the Southwest 1/4 of the Northeast 1/4, run S00°11'42"W for a distance of 219.92 feet to a 1/2 inch rebar set on the existing Northeasterly right-of-way line of U. S. Highway 49; Thence along said Northeasterly right-of-way line of U. S. Highway 49, run N43°14'38"W for a distance of 235.53 feet to a 6"x6" concrete right-of-way marker found 200 feet right of centerline Station 273+50; Thence continuing along said Northeasterly right-of-way line, run N11°57'05"W for a distance of 326.14 feet to a railroad spike set at the intersection of the centerline of Irby Road; Thence along the centerline of Irby Road, run N38°31'20"E for a distance of 5.93 feet to a cotton picker spindle found; Thence continuing along said centerline, run N25°30'27"E for a distance of 5.87 feet to a railroad spike set; Thence departing the existing centerline of Irby Road, run S89°49'25"E for a distance of 214.39 feet back to the Point of Beginning.

Said property containing 1.742 Acres, more or less (75,894 square feet).

EXHIBIT C

Project Plan

(See attached)





Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ronda Cole, Clerk of Council

cc:

Date: Tuesday, January 21, 2020

Re: Approve the minutes for the January 6 & 7, 2020 meetings of the City Council.
File Number: 2020-485
Minute Book #

Summary

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

Recommendation Statement

I recommend approval of the council minutes as attached.

Please place this on the January 21, 2020 City Council meeting for consideration.

Call to Order

BE IT REMEMBERED that the Hattiesburg City Council held a **Public Hearing on unsafe properties at 4:00 p.m. Monday, January 6, 2020**, in Council Chambers at City Hall, pursuant to order adopted December 3, 2019, at Minute Book 2019 Page 288, to determine if the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

Those present included Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1 (in at 4:06 p.m.); Deborah Delgado, Ward 2; Carter Carroll, Ward 3; Mary Dryden, Ward 4 (in at 4:13 p.m.); 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 and explained the procedures.

Public Hearing

1. 2020-1 Hold Public Hearing to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.

Code Enforcement Division Manager, Wiley Quinn presented the properties to be considered. Mr. Quinn recommended the that the Council adopt resolutions determining the properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, providing a specified period of time to remove the violations, and declaring the City's intent to take action to clear violations and charge the cost plus penalty against the property if the violations are not resolved in the specified period of time. He recommended resolutions allowing homeowners 15 days to resolve violations.

Regarding Case Number 1, owner of 909 E. Laurel Ave., Mr. Andrew Moore appeared before the Council to discuss forward plans regarding the conditions of the property. Mr. Moore stated that he has been coordinating with Mr. Quinn, and he is in the process of getting the property taken care of. Mr. Quinn recommends the Council to pass the resolution.

Regarding Case Number 5, Mr. Ben Sones appeared before the Council to discuss plans for property 1214 Putnam Ave. Mr. Sones stated that the owner of this property belonged to his deceased father-in-law. Mr. Sones also explained that he had tried contacting Code Enforcement twice and have done some cleaning to the property. Council President Carroll responded that the Council will continue passing the resolution and advised Mr. Sones to stay in contact with Mr. Quinn.

Regarding Case Number 6, Mr. David Chunn, owner of Rawls Springs Loop (Parcel 2-024L-31-004.00) appeared before the Council to discuss further plans for the property. Council President Carroll advised Mr. Chunn to stay in contact with Mr. Quinn.

There were no other citizens present who wished to address the Council regarding properties listed for the public hearing.

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

- 2. **2020-27** Public Hearing for Unsafe Properties Sign-In Sheet, 1-6-2020.

Attachments: 1-6-2020 Unsafe PH Sign-In Sheet

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:

- Joseph Rawson, 701 Dearborne St.

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

Council Vice President Dryden closed the Citizen Forum.

- 1. **2020-28** Citizens' Forum Sign-In Sheet, 1-6-2020.

Attachments: 1-6-2020 Citizens' Forum Sign-In Sheet
 Letter from Joseph Rawson, 1-6-2020

Meeting Recess

By unanimous consent, Council President Carroll declared the **meeting recessed at 4:18 p.m., this the 6th day of January, 2020.**

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

Call to Order

BE IT REMEMBERED that the **regular meeting of the Hattiesburg City Council was held at 5:00 p.m. Tuesday, January 7, 2020**, 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.

Call to Prayer and Pledge of Allegiance

The prayer was given by Executive Pastor Tony Reimonenq of West Point Baptist Church.

The Pledge of Allegiance was led by Lamar Rutland, City Engineer.

Presentation Agenda

The PRESENTATION AGENDA came before the Council.

Mayor Barker presented a proclamation to Dora Harbin, Regional Task Force Coordinator at Advocates For Freedom, thanking her and the organization for raising awareness of human trafficking. Ms. Harbin thanked the Mayor and the City of Hattiesburg and encouraged citizens to help stop human trafficking.

The Mayor also presented a Certificate of Recognition to Cody Keys, the City's Fire Department Engineer and Training Instructor, for rescuing a 3-year-old boy who fell into a well in Jeff Davis County on Saturday while he was off-duty when he heard the dispatch. Mr. Keys was able to arrive at the scene first and was able to use gear he had on-hand to rescue the child in under 10 minutes.

There were no other presentations at this time.

Agenda Adjustments

THE MATTER OF THE AGENDA ORDER came before the Council.

A MOTION was made by Council Member George and seconded by Council Member Brown to Add Routine Item # 9 at the request of the Administration as follows:

- | | | |
|----|----------------|--|
| 9. | 2020-30 | Approve and authorize issuance of manual check for CDBG Program Claims per attached Memorandum (Entitlement CDBG). |
|----|----------------|--|

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

POLICY AGENDA

The POLICY AGENDA came before the Council.

1. **2020-15** Approve the minutes for the December 16 & 17, 2019 meetings of the City Council.

Attachments: 12-16-19 Unsafe PH, AR Mins.
 12-17-19 Mins.

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve the minutes for the December 16 & 17, 2019 meetings of the City Council.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

2. **2020-3** Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.

Attachments: MEMORANDUM Adopt to Condemn 1.6.2020
 909 E. Laurel Ave Resolution to Codemn
 920 Elizabeth Ave Resolution to Codemn
 1008 E. Laurel Ave Resolution to Codemn
 1212 Putnam Ave Resolution to Codemn
 1214 Putnam Ave Resolution to Codemn
 2-024L-31-004.00 Rawls Springs Loop Resolution to Codemn

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Adopt Resolutions (#2020-1-6) condemning the following properties as unclean and a menace to the health and safety of the community.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

3. **2020-17** Take from the table to Adopt an Ordinance for the petition filed by John P. Horn, Owner, Marcell
 (Denied) Lee, Applicant to change the zoning classification for a certain property located at 89 Industrial
Drive (Parcel 2-028A-05-059.00, PPIN 14275, Ward 2) from Section 4.5.13, I-1 (Light Industrial)
District to Section 4.5.12, B-5 (Regional Business) District. The Planning Commission
recommended to Deny on May 1, 2019.

Attachments: MAY HPC Minutes Draft (2)
 89 Industrial Rezone Staff Summary
 Ordinance - 89 Industrial

A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to Take from the table and Deny an Ordinance for the petition filed by John P. Horn, Owner, Marcell Lee, Applicant to change the zoning classification for a certain property located at 89 Industrial Drive (Parcel 2-028A-05-059.00, PPIN 14275, Ward 2) from Section 4.5.13, I-1 (Light Industrial) District to Section 4.5.12, B-5 (Regional Business) District. The Planning Commission recommended to Deny on May 1, 2019.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

4. **2020-8** Adopt a Resolution authorizing Requisition No. 56 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. 56
Project Resolution Requisition 2016 Bonds No. 56

A MOTION was made Council Member George by and seconded by Council Member Brown to Adopt a Resolution (#2020-7) authorizing Requisition No. 56 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: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

5. **2020-4** Approve Supplemental Agreement No. 1 - Final with C. B. Developers to adjust quantities to actual and add additional items for a Net Increase of \$141,098.98 to the contract for Comprehensive Sewer Improvements Project Phase V; Acknowledge receipt of closing documents; authorize final acceptance of project, payment of invoice and Mayor to execute the same.

Attachments: Project Closing Documents
Supplemental Agreement No. 1 and Final
CB Dev No. 12 & Final

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve Supplemental Agreement No. 1 - Final with C. B. Developers to adjust quantities to actual and add additional items for a Net Increase of \$141,098.98 to the contract for Comprehensive Sewer Improvements Project Phase V; Acknowledge receipt of closing documents; authorize final acceptance of project, payment of invoice and Mayor to execute the same.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

6. **2020-5** Approve Joint-Funding Agreement for the period of October 1, 2019 to September 30, 2020 to continue the cooperative program between the U.S. Geological Survey (USGS) and the City of Hattiesburg for the operation and maintenance of the Bouie River Flood Monitoring Site at Glendale Avenue, and for hydrologic modeling and development of inundation maps for the Leaf River, with total cost to the City of \$6,500.00 and authorize the Mayor to execute in duplicate.

Attachments: Cover Letter 12.9.19
2020 Contract

A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Approve Joint-Funding Agreement for the period of October 1, 2019 to September 30, 2020 to continue the cooperative program between the U.S. Geological Survey (USGS) and the City of Hattiesburg for the operation and maintenance of the Bouie River Flood Monitoring Site at Glendale Avenue, and for hydrologic modeling and development of inundation maps for the Leaf River, with total cost to the City of \$6,500.00 and authorize the Mayor to execute in duplicate.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

7. **2020-6** Approve Agreement with Landry Lewis Germany Architects, P.A. for services related to the roofing project at the former Hattiesburg American Building and authorize the Mayor to execute in duplicate.

Attachments: Roofing Design Contract

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve Agreement with Landry Lewis Germany Architects, P.A. for services related to the roofing project at the former Hattiesburg American Building and authorize the Mayor to execute in duplicate.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

8. **2020-10** Approve Memorandum of Understanding with Mississippi State Fire Academy (MSFA) and the Hattiesburg Fire Department to administer the Driver/Operator NFPA 1002: Pumper Field Course and authorize the Mayor to execute the same.

Attachments: MS State Fire Academy Agreement January 13- 24 2019

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Approve Memorandum of Understanding with Mississippi State Fire Academy (MSFA) and the Hattiesburg Fire Department to administer the Driver/Operator NFPA 1002: Pumper Field Course and authorize the Mayor to execute the same.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

9. **2020-9** Approve Agreement between City of Hattiesburg and Kone Inc. to provide elevator maintenance services at City Hall, Hattiesburg Cultural Center, Municipal Court, and the Pine Street Parking Garage for a two-year period beginning January 1, 2020, and ending December 31, 2021, and authorize the Mayor to execute the same.

Attachments: Kone Elevator Contract 2020-2021

A MOTION was made by Council Member Brown and seconded by Council Vice President Dryden to Approve Agreement between City of Hattiesburg and Kone Inc. to provide elevator maintenance services at City Hall, Hattiesburg Cultural Center, Municipal Court, and the Pine Street Parking Garage for a two year period beginning January 1, 2020, and ending December 31, 2021, and authorize the Mayor to execute the same.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

10. **2020-2** Authorize submittal of an Amendment to award MS-2017-003-01 with the Federal Transit Administration (FTA) to reprogram remaining funds following the completion of the Mass Transit Operations Facility.

Attachments: View Print Application-MS-2017-003-01-Remaining Construction to PM-12-2019

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Authorize submittal of an Amendment to award MS-2017-003-01 with the Federal Transit Administration (FTA) to reprogram remaining funds following the completion of the Mass Transit Operations Facility.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

- 11. 2020-11** Authorize submission of a continuation grant application to the Substance Abuse and Mental Health Services Administration (SAMHSA) to fund the second year of the program Hattiesburg Behavioral Court Treatment Expansion, in partnership with Pine Belt Mental Healthcare Resources, in the amount of \$385,230.

Attachments: [SF424 - Continuation](#)
[SF424A - Continuation](#)
[Project Narrative - Continuation](#)
[Budget Narrative - Year 2](#)

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Authorize submission of a continuation grant application to the Substance Abuse and Mental Health Services Administration (SAMHSA) to fund the second year of the program Hattiesburg Behavioral Court Treatment Expansion, in partnership with Pine Belt Mental Healthcare Resources, in the amount of \$385,230.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

- 12. 2020-13** Authorize submission of a grant application to the Bloomberg Philanthropies Asphalt Art Initiative grant program in the amount of \$25,000.00 to fund the placement of sidewalk and crosswalk murals at 4 locations.

Attachments: [Asphalt Art 2019 Application - Final](#)
[Site Maps](#)
[Asphalt-Art-Initiative-Budget-2019](#)

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Authorize submission of a grant application to the Bloomberg Philanthropies Asphalt Art Initiative grant program in the amount of \$25,000.00 to fund the placement of sidewalk and crosswalk murals at 4 locations.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

- 13. 2020-14** Authorize acceptance of the award for the Mississippi Department of Archives and History (MDAH) Community Heritage Preservation Grant in the amount of \$102,400.00 to fund renovations at F.B. Woodley Elementary School. The grant requires a local match of \$26,400.00 (20% of total project costs), which will be provided by Hattiesburg Public School District; and authorize the Mayor to execute in duplicate.

Attachments: [MDAH Woodley Elementary Award](#)

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Authorize acceptance of the award for the Mississippi Department of Archives and History (MDAH) Community Heritage Preservation Grant in the amount of \$102,400.00 to fund renovations at F.B. Woodley Elementary

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

ROUTINE AGENDA

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

1.	2020-12	Ratification of submitted grant application to the American in Bloom/CN Railway “EcoConnexions from the Ground Up” grant program, to fund tree and ornamental plantings along Eastside Avenue, for a total project cost of \$50,000 (\$24,750 AIB/CN grant contribution/\$25,250 local match).
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2. **2020-7** Approve Plans and Specifications for the Comprehensive Sewer Improvements Cross Creek Parkway Pump Station Rehabilitation project and Authorize advertisement for bids for same.

3.	2020-20	Approve specifications and authorize publication of advertisement for Term Bid Item #11 – Chlorine Gas & Sulfur Dioxide for the Water Department.
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4.	2020-21	Approve specifications and authorize publication of advertisement for Term Bid Item #23 - Corrugated HDPE Drainage Pipe for the Public Services Department.
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5. **2020-23** Acknowledge receipt of the two-quote docket as provided for in section 31-7-13 (b) of the Mississippi Code of 1972, for the period of September November 25, 2019 through December 26, 2019.

Attachments: 2909 FINAL
 2911 FINAL
 2912 FINAL
 2913 FINAL
 2914 FINAL
 2915 FINAL
 2916 FINAL
 2917 FINAL
 2918 FINAL
 2923 FINAL
 2924 FINAL
 Memo for Council
 20191227094449

6.

2020-19

Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

Attachments: Memo's (01-07-2020)
Receipts (01-07-2020)
Deeds (01-07-2020)
7.

2020-18

Approve the City's purchase of one (1) grave space located in the North Half (N 1/2) of the Southwest Quarter (SW 1/4), Lot 149, Section 25 at Highland Cemetery. Minute Book# 2010/2-359-361 in the amount of \$ 175.00, from Wyvetta Linder, authorize manual check for the same.

Attachments: Buy Back (Wyvetta Linder) 01-07-2020
8.

2020-22

Approve claims docket for the period ending December 31, 2019.

Attachments: DOCKET 12-31-19
9.

2020-453

Approve and authorize issuance of manual check for CDBG Program Claims per attached Memorandum (Entitlement CDBG).

Attachments: Manual Check CDBG #1 - 01.07.20 (003)

In Memoriam:

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

- Mr. Hayward Glenn Anderson
- Mr. Joel Bradford “Brad” Vaughn, Sr.
- Mr. Jerry Eugene Smith
- Mr. Harry Hickman
- Mr. William "Bill" Denkler
- Mr. Patrick McAdams
- Mr. James Burns
- Mr. Jay Tarvin

Meeting Adjourn

By unanimous consent, Council President Carroll declared the **meeting adjourned at 5:13 p.m., this 7th day of January, 2020.**

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

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Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Ronda Cole, Clerk of Council

Date: Tuesday, January 21, 2020

Re: Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.
File Number: 2020-16
Minute Book #

Summary

Adopt Resolutions of Adjudication 1/21/2020

Recommendation Statement

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

Please place this on the January 21, 2020 City Council meeting for consideration.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

TO: Mayor and City Council

FR: Wiley Quinn, Code Enforcement Manager

DATE: January 21, 2020

RE: Adopt Resolutions of Adjudication

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

<u>Owner</u>	<u>Address</u>	<u>PPIN</u>	<u>Cost</u>	<u>Ward</u>
1. Louis Knight Jr	716 Greely St	22081	\$195.00	2
2. Ray Jackson	720 Greely St	22083	\$195.00	2
3. Felicia McCarty	1210 Alcorn Ave	22084	\$195.00	2
4. Silvo Bezerra	433 W 4 th St	15379	\$274.75	2
5. Edgar Foreman	451 W 4 th St	14456	\$274.75	2
6. HL & C	528 W 4 th St	19709	\$274.75	2
7. Vernon Toussaint	706 Duane St	22846	\$255.25	4
8. Ronald & Minnie Patton	811 Duane St	22926	\$256.25	4
9. William Chisolm	426 S. 12 th St	17131	\$257.25	4
10. Adair Asset Mgmt.	535 W. 4 TH St	14464	\$257.25	2
11. Harvell Harris	1200 Alcorn Ave	22106	\$155.63	2
12. Louis Jenkins	114 Martin Luther King Ave.	21682	\$12,169.05	5
13. Morton Strickland	205 Kensington Drive	03991	\$3,110.70	3
14. Curtis Page	511 Katie Ave.	23811	\$144.00	2
15. Nancy Horne	700 Walnut St.	24081	\$162.50	2
16. Elmer & Lynn Wilks	706 Greely St.	22078	\$195.00	2
17. Alberta Lee Mack	811 Jordan Ave .	21509	\$21,182.85	5
18. Kristi Williamson	902 Roby St.	15565	\$6,941.50	2
19. C Ed Lois Marsh	1305 Rebecca Ave.	22475	\$192.00	2
20. Rachel Ann Jones	PPIN 11039/42 Collins Rd.	11039	\$258.00	5

21. Andrew Maxell	1818 Adeline St	15262	\$23,115.00.	2
22. Patricia T. Blakeney	1313 Vernon St	13700	\$57.00	5
23. Samuel Frazier	311 Park Ave	18446	\$72.00	4
24. Givon Forbes	111 Dearborne St	20922	\$896.00	4
25. Alex Ware	712 Lincoln St	22057	\$285.00	2
26. Willie & Hattie Hinton	710 Lincoln St	22056	\$285.00	2
27. ACC Tax Sale Properties	1108 W. 4 th St	26606	\$300.00	4
28. Ann M. Miles	115 S. 10 th Ave	16772	\$176.75	4
29. Sandra Bohn	902 Louise St	14779	\$176.75	4
30. Diana Lozano	1708 Louise St	18456	\$176.75	4
31. Matthew Camerino	101 Montague St	20780	\$176.75	2
32. Leigh & Greg Brooking	102 S. 14 th Ave	20047	\$176.75	4
33. Robert Lee & Etal Posey	702 Greely St	22076	\$195.00	2
C/O Hattiesburg Area Habitat				
34. Nathaniel Brown	708 Greely St	22079	\$195.00	2
35. US Small Business Admin	608 S. 21 st	25040	\$527.75	4
36. Diversified Estate Holdings	3407 Tiltree	23612	\$3,136.40	3
37. Karen Wells & James Robinson	702 S. 22 nd	13104	\$259.00	4

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

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

RESOLUTION

INDEXING INSTRUCTIONS: **716 Greely** Lot 19 and 20 in block 5 of the McInnis, Mitchell, & Longre Subdivision of a part of the City of Hattiesburg, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi together with all improvements and appurtenances there unto belonging.

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

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

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Louis Knight, Jr.	716 Greely St	2-037D-14-144.00	
			\$195.00
Total:			\$195.00

Lot 19 and 20 in block 5 of the McInnis, Mitchell, & Longre Subdivision of a part of the City of Hattiesburg, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi together with all improvements and appurtenances there unto belonging.

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by

Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 21st day of January 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 21st day of January 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: **720 Greely St** and better described as Lot 22 in Block 5 of the McInnis, Mitchell and Longre Addition to the city of Hattiesburg, according to the map or plat thereof on file in the office of the Chancery Clerk.

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

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

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Ray Jackson	720 Greely St	2-037D-14-142.00	\$195.00
Total:			\$195.00

Lot 22 in Block 5 of the McInnis, Mitchell and Longre Addition to the city of Hattiesburg, according to the map or plat thereof on file in the office of the Chancery Clerk.

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 21st day of January 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 21st day of January 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: **1210 Alcorn** and better described as the East Half Lots 23 and 24 in Block 5 of the McInnis, Mitchell, and Longre Survey or Addition in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

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

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

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Felicia McCarty	1210 Alcorn Ave	2-037D-14-140.00	\$195.00
Total:			\$195.00

The East Half Lots 23 and 24 in Block 5 of the McInnis, Mitchell, and Longre Survey or Addition in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by

Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 21st day of January 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 21st day of January 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: **433 W 4th Street** and better described as Lots 5 and 6 of Block 171 according to E. and C. E. FROST SURVEY OR ADDITION to the City of Hattiesburg, as per map on file in the Chancery Clerk’s office of Forrest County, Mississippi. Said Lot 5 having a frontage of 70 feet by 189 ½ feet on the East side and 197 ½ on the West side and said Lot six having a frontage of 70 feet by 197 ½ feet on the East side and 205 ½ feet on the West side.

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

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

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Silvo Bezzera	433 W 4 th St	2-029F-04-204.00	\$274.75
Total:			\$274.75

Lots 5 and 6 of Block 171 according to E. and C. E. FROST SURVEY OR ADDITION to the City of Hattiesburg, as per map on file in the Chancery Clerk’s office of Forrest County, Mississippi. Said Lot 5 having a frontage of 70 feet by 189 ½ feet on the East side and 197 ½ on the West side and said Lot six having a frontage of 70 feet by 197 ½ feet on the East side and 205 ½ feet on the West side.

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by

Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 21st day of January, 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 21st day of January, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: 451 West 4th St. Hattiesburg, MS 39401, or better described as, Part of Lot Two (2) of Block 171 of Crittenden Survey to the City of Hattiesburg, Forrest County, Mississippi, and more particularly describes as beginning 253 feet West of the Southeast corner of said Lot Two (2), thence run North 236 feet, thence run West 4th Street, thence run East 58 feet to the point of beginning, together with all improvements lying thereon and appurtenances thereunto belonging.

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

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

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Edgar Foreman	451 W 4 th Street	2-029F-04-199	\$274.75
Total:			\$274.75

Part of Lot Two (2) of Block 171 of Crittenden Survey to the City of Hattiesburg, Forrest County, Mississippi, and more particularly describes as beginning 253 feet West of the Southeast corner of said Lot Two (2), thence run North 236 feet, thence run West 4th Street, thence run East 58 feet to the point of beginning, together with all improvements lying thereon and appurtenances thereunto belonging.

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 21st day of January 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 21st day of January 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: 528 W 4th St. better described as: PT 8 BEG NE COR S 107FT W 100FT N 107FT E 1000FT TO POB BLK B B603 P690 9/7/88 B 685 P426 1/93 NAME CHANGED TO ELMA DENNIS FOR ’94 LR-THE ’93 DEE WAS FILED IN ERROR DB812 PG 123 3/3/99 KAMPER JOHN SUB

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

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

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
H L & C - HATTIESBURG	528 W. 4 th Street	2-029K-09-029.00	
			\$274.75
Total:			\$274.75

PT 8 BEG NE COR S 107FT W 100FT N 107FT E 1000FT TO POB BLK B B603 P690 9/7/88 B 685 P426 1/93 NAME CHANGED TO ELMA DENNIS FOR ’94 LR-THE ’93 DEE WAS FILED IN ERROR DB812 PG 123 3/3/99 KAMPER JOHN SUB

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the

Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 21st day of January 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 21st day of January 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: **706 Duane Street** better described as Lot 13 Block 2 of Parkview Subdivision of the City of Hattiesburg, Forrest County, State of Mississippi, as per the official plat of said subdivision on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, together with al improvements and appurtenances thereunto belonging.

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

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

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Vernon Toussaint	706 Duane Street	2-029L-09-101.00	
			\$255.55
Total:			\$255.55

Lot 13 Block 2 of Parkview Subdivision of the City of Hattiesburg, Forrest County, State of Mississippi, as per the official plat of said subdivision on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, together with al improvements and appurtenances thereunto belonging.

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by

Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 21st day of January 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 21st day of January 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: **811 Duane Street** better described as Lot 6, Block 1, of the Pine Acres Subdivision of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

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

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

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Ronald & Minnie Patton	811 Duane Street	2-029L-09-069.00	\$256.25
Total:			\$256.25

Lot 6, Block 1, of the Pine Acres Subdivision of 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.

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 21st day of January 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 21st day of January 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: **426 S. 12th Street** better described as the South 40ft. of Lot 14 & all of Lot 15, Block 25, Hattiesburg Heights Proper Survey, City of Hattiesburg, Forrest County, Mississippi. Also being Parcel #2-209M-09-116.00 and PPIN #17131

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

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

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
William Chisolm	426 S. 12 th Street	2-209M-09-116.00	\$257.25
Total:			\$257.25

The South 40ft. of Lot 14 & all of Lot 15, Block 25, Hattiesburg Heights Proper Survey, City of Hattiesburg, Forrest County, Mississippi. Also being Parcel #2-209M-09-116.00 and PPIN #17131

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 21st day of January, 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 21st day of January, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: 535 W. 4th Street and better described as PT3 BEG 30 FT N & 313.45 FT E OF SW COR SE ¼ SEC 4 TWP 4N RG 13W N281FT E 97.5 FT S272.5 FT TO 4TH ST W 100 FT TO BEG BLK 171 B561 P11 10-85

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

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

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Adair Asset Management	535 W. 4 th Street	2-029F-04-192.00	\$257.25
Total:			\$257.25

PT3 BEG 30 FT N & 313.45 FT E OF SW COR SE ¼ SEC 4 TWP 4N RG 13W N281FT E 97.5 FT S272.5 FT TO 4TH ST W 100 FT TO BEG BLK 171 B561 P11 10-85

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 21st day of January 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 21st day of January 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: **1200 Alcorn Ave** and better described as a part of the Northwest Quarter of the Northeast Quarter of Section 2, Township 4 North, Range 13 West, in the City of Petal, County of Forrest, State of Mississippi, and being more particularly described as beginning 235.0 feet West of the Southeast corner of the said Northwest Quarter of the Northeast Quarter, thence run West for 175.00 feet, thence run South 00 degrees 09 minutes 51 seconds West for 248.91 feet to the Point of Beginning, comprising 1.0 acre, more or less; together with all improvements thereon and appurtenances thereunto belonging.

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

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

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Harvell & Belinda Harris Jr.	1200 Alcorn Ave	2-038P-22-153	\$155.63
			Total: \$155.63

A part of the Northwest Quarter of the Northeast Quarter of Section 2, Township 4 North, Range 13 West, in the City of Petal, County of Forrest, State of Mississippi, and being more particularly described as beginning 235.0 feet West of the Southeast corner of the said Northwest Quarter of the Northeast Quarter, thence run West for 175.00 feet, thence run South 00 degrees 09 minutes 51 seconds West for 248.91 feet to the Point of Beginning, comprising 1.0 acre, more or less; together with all improvements thereon and appurtenances thereunto belonging.

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 21st day of January 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 21st day of January 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

114 Martin Luther King Ave. HATTIESBURG, MS 39401 and better described as A part of Block 66 of the D. D. McInnis 3rd Survey of the City of Hattiesburg, Forrest County, Mississippi, more particularly described as beginning at the Southwest Corner of said Block and run Northeasterly a distance of 70 ¾ feet for a point of beginning and thence continue in a Northeasterly direction a distance for 70 ¾ thence run East 100 feet thence South 71 feet thence West 100 feet more or less to the point of beginning the said described property being a 16th Section Leasehold Interest by Sixteenth Section Lease for 99 years from 8/22/50 recorded in Book 111 at Page 571 of the records on file in the Office of the Chancery Clerk of Forrest County, Mississippi.

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

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

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Louis Jenkins	114 Martin Luther King Ave	2-038C-16-010	\$12,169.05
			Total: \$12,169.05

A part of Block 66 of the D. D. McInnis 3rd Survey of the City of Hattiesburg, Forrest County, Mississippi, more particularly described as beginning at the Southwest Corner of said Block and run Northeasterly a distance of 70 ¾ feet for a point of beginning and thence continue in a Northeasterly direction a distance for 70 ¾ thence run East 100 feet thence South 71 feet thence West 100 feet more or less to the point of beginning the said described property being a 16th Section Leasehold Interest by Sixteenth Section Lease for 99 years from 8/22/50 recorded in Book 111 at Page 571 of the records on file in the Office of the Chancery Clerk of Forrest County, Mississippi.

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the

Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 21st day of January, 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, 21st day of January, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

205 Kensington Dr. HATTIESBURG, MS 39401 and better described as LOT 21, KENSINGTON WOODS, 1ST ADDITION, COUNTY OF LAMAR, STATE OF MISSISSIPPI AS PER THE MAP OR PLAT THEREOF ON AND OF RECORDED IN THE OFFICE OF THE CHANCERY CLERK OF LAMAR COUNTY, MISSISSIPPI; SAID PROPERTY BEING A PART OF THE NE ¼ OF THE NE ¼ OF SECTION 13, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, MISSISSIPPI.

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

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

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Morton Strickland	205 Kensington Woods	056A-13-030	\$3,110.70
			Total: \$3,110.70

LOT 21, KENSINGTON WOODS, 1ST ADDITION, COUNTY OF LAMAR, STATE OF MISSISSIPPI AS PER THE MAP OR PLAT THEREOF ON AND OF RECORDED IN THE OFFICE OF THE CHANCERY CLERK OF LAMAR COUNTY, MISSISSIPPI; SAID PROPERTY BEING A PART OF THE NE ¼ OF THE NE ¼ OF SECTION 13, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, MISSISSIPPI.

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by

Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 21st day of January, 2020.

(S E A L)

ATTEST: ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 21st day of January, 2020.

ATTEST: APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION
511 Katie Ave. HATTIESBURG, MS 39401 and better described as Receipt #20611 Parcel #2-038B-15-153.00 PPIN #23811 1 W. OF RR R/W & N. 100 FT OF 2, BLK, 102 ROBERTSON PLACE SUB.

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

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

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Curtis Page	511 Katie Ave	2-038B-15-153.00	\$144.00
			Total: \$144.00

Receipt #20611 Parcel #2-038B-15-153.00 PPIN #23811 1 W. OF RR R/W & N. 100 FT OF 2, BLK, 102 ROBERTSON PLACE SUB.

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 21st day of January 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 21st day of January 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: 700 Walnut St. better described as: Part of Lot 12, Block 92, of the Stapleton and Bayne Subdivision in the City of Hattiesburg, Forrest County, Mississippi, and more particularly described as follows, to-wit: Begin as the Northwest corner of said Lot 12 and run East a distance of 107.7 feet, thence run South for a distance of 50 feet, thence run West for a distance of 107.7 feet, run thence North a distance of 50 feet, back to the point of beginning.

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

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

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Nancy Horne	700 Walnut St.	2-038B-15-002	\$ 162.50
			Total: \$162.50

Part of Lot 12, Block 92, of the Stapleton and Bayne Subdivision in the City of Hattiesburg, Forrest County, Mississippi, and more particularly described as follows, to-wit: Begin as the Northwest corner of said Lot 12 and run East a distance of 107.7 feet, thence run South for a distance of 50 feet, thence run West for a distance of 107.7 feet, run thence North a distance of 50 feet, back to the point of beginning.

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

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

The foregoing Resolution 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 Resolution adopted this the 21st day of January, 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 21st day of January, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

706 Greely St. HATTIESBURG, MS 39401 and better described as A part of Lot 3 in Block 2 of the MAGGIE E. WARD SUBDIVISION of the City of Hattiesburg, Forrest County, Mississippi, and commencing at the Northeast Corner of said Lot 3 and run thence West 50 feet, thence South 80 feet, thence East 50 feet, thence North 80 feet to the point of beginning.

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

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

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Elmer & Lynn Wilks	706 Greely St.	2-037D-14-147	\$195.00
			Total: \$195.00

A part of Lot 3 in Block 2 of the MAGGIE E. WARD SUBDIVISION of the City of Hattiesburg, Forrest County, Mississippi, and commencing at the Northeast Corner of said Lot 3 and run thence West 50 feet, thence South 80 feet, thence East 50 feet, thence North 80 feet to the point of beginning,

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 21st day of January 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 21st day of January 2020. .

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

811 Jordan Ave. HATTIESBURG, MS 39401 and better described as The Southwest 150 feet of the SE ¼ of Lot 3, Block 49 D.D. McInnis Third Survey of the City of Hattiesburg, Mississippi, according to the official plat of said survey of file in the Chancery Clerk of Forrest County, Mississippi.

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

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

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Alberta Lee Mack	811 Jordan Ave	2-038F-16-218	\$21,182.85
			Total: \$21,182.85

The Southwest 150 feet of the SE ¼ of Lot 3, Block 49 D.D. McInnis Third Survey of the City of Hattiesburg, Mississippi, according to the official plat of said survey of file in the Chancery Clerk of Forrest County, Mississippi.

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 21st day of January 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 21st day of January 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

902 Roby St. HATTIESBURG, MS 39401 and better described as W ½ LT 4 & BG 65FT N SE COR 2 E 100FT N 65FT W 100FT S 65FT TO BEG BLK 1 S-T-R: 15-04N-13W

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

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

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Kristi Williamson	902 Roby	2-038A-15-126	\$6,941.50

W ½ LT 4 & BG 65FT N SE COR 2 E 100FT N 65FT W 100FT S 65FT TO BEG BLK 1 S-T-R: 15-04N-13W

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

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

The foregoing Resolution 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 Resolution adopted this the 21st day of January 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 21st day of January 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

2-030M-11-220, 1305 Rebecca Ave. HATTIESBURG, MS 39401 and better described as All of Lot 3 in Block 14 of the Omega Subdivision of the City of Hattiesburg, Forrest County, Mississippi as per map or plat thereof on file in the office of the Chancery Clerk, together with improvements.

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

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

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
C Ed Lois Marsh	1305 Rebecca Ave.	2-030M-11-220	\$192.00
			Total: \$192.00

All of Lot 3 in Block 14 of the Omega Subdivision of the City of Hattiesburg, Forrest County, Mississippi as per map or plat thereof on file in the office of the Chancery Clerk, together with improvements.

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

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

The foregoing Resolution 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 Resolution adopted this the 21st day of January 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 21st day of January 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: 42 Collins Rd. HATTIESBURG, MS 39401 and better described as COMMENCE AT THE NORTHEAST CORNER OF LOT #4 OF BLOCK #1 OF THE D.E. McINNIS SUBDIVISION AS PER THE MAP OR PLAT THEREOF ON FILE IN THE OFFICE OF THE CHANCERY CLERK IN THE COURTHOUSE AT HATTIESBURG, FORREST COUNTY MISSISSIPPI AND RUN S 00’15’52”W ALONG SAID RIGHT-OF-WAY LINE OF COLLINS PAVED PUBLIC ROAD; THENCE RUN N89’39’16”W FOR 161.67 FEET TO A ½’ REBAR; THENCE RUN N00’20’44”E FOR 161.67 FEET TO A ½” REBAR AND BACK TO THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE FOR 161.67 FEET BACK TO THE POINT OF BEGINNING, SAID PARCEL OF LAND IS PART OF LOT #4, BLOCK #1 OF THE D.E. McINNIS SUBDIVISION AND CONTAINS 0.60 ACRES, MORE OR LESS.

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

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

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Rachel Ann Jones	42 Collins Rd.	2-038P-22-153	\$258.00
			Total: \$258.00

COMMENCE AT THE NORTHEAST CORNER OF LOT #4 OF BLOCK #1 OF THE D.E. McINNIS SUBDIVISION AS PER THE MAP OR PLAT THEREOF ON FILE IN THE OFFICE OF THE CHANCERY CLERK IN THE COURTHOUSE AT HATTIESBURG, FORREST COUNTY MISSISSIPPI AND RUN S 00’15’52”W ALONG SAID RIGHT-OF-WAY LINE OF COLLINS PAVED PUBLIC ROAD; THENCE RUN N89’39’16”W FOR 161.67 FEET TO A ½’ REBAR; THENCE RUN N00’20’44”E FOR 161.67 FEET TO A ½” REBAR AND BACK TO THE AFOREMENTIONED

SOUTHERLY RIGHT-OF-WAY LINE FOR 161.67 FEET BACK TO THE POINT OF BEGINNING, SAID PARCEL OF LAND IS PART OF LOT #4, BLOCK #1 OF THE D.E. McINNIS SUBDIVISION AND CONTAINS 0.60 ACRES, MORE OR LESS.

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 21st day of January, 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 21st day of January, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: **1818 Adeline St.** and better described as Lots Three (3) and Four (4) of Block One (1) of Forest Park Subdivision, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

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

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

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Andrew Maxwell	1818 Adeline St	2-039A-17-102.00	\$23,115.00
Total:			\$23,115.00

Lots Three (3) and Four (4) of Block One (1) of Forest Park Subdivision, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by

Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 21st day of January 2020.

(S E A L)

ATTEST: ADOPTED:

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 21st day of January 2020.

ATTEST: APPROVED:

CITY CLERK MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: 1313 Vernon St. better described as: Pt. Lots 10, 11, and 12, BLK. 24, BURKETT’S S/D., FORREST COUNTY, MISSISSIPPI.

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

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

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Patricia Taylor Blakeney	1313 Vernon St.	2-038G-15-183	\$57.00
			Total: \$57.00

Pt. Lots 10, 11, and 12, BLK. 24, BURKETT’S S/D., FORREST COUNTY, MISSISSIPPI.

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 21st day of January, 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 21st day of January, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: 311 Park Ave. better described as: North 55 feet of Lot 1 of Block 1, of the S. G. JORDAN SUVDIVISION, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the chancery Clerk of Forrest County, Mississippi.

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

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

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Samuel J. Frazier	311 Park Ave.	2-0028I-08-160	\$72.00
			Total: \$72.00

North 55 feet of Lot 1 of Block 1, of the S. G. JORDAN SUVDIVISION, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the chancery Clerk of Forrest County, Mississippi.

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 21st day of January, 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 21st day of January, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: 111 Dearborne St. HATTIESBURG, MS 39401 and better described as , Lots 18 and 19 in Block 5 of the Moseley and Dozier as per map or plats thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

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

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

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Givon Forbes	111 Dearborne St.	2-029K-09-388.00	\$896.00
			Total: \$896.00

Lots 18 and 19 in Block 5 of the Moseley and Dozier as per map or plats thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the

Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 21st day of January, 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 21st day of January, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: 2-037D-14-121.00, 712 Lincoln Street, Hattiesburg, MS, 39401 and better described as Lots 19 and 21 OF Block 4, McInnis, Mitchell, and Longre Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

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

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

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Alex Ware	712 Lincoln St.	2-037D-14-121.00	\$285.00
			Total: \$285.00

Lots 19 and 21 OF Block 4, McInnis, Mitchell, and Longre Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by

Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 21st day of January, 2020.

(S E A L)

ATTEST: ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 21st day of January, 2020.

ATTEST: APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: 710 Lincoln Street, Hattiesburg, MS, 39401 and better described as Lot 18 in Block 4 of the McInnis, Mitchell, and Longre Survey of the City of Hattiesburg, Forrest County, Mississippi, as per map of plat on file in the office of the Chancery Clerk of said County.

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

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

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Willie & Hattie Hinton	710 Lincoln St	2-037D-14-122.00	\$285.00
Total:			\$285.00

Lot 18 in Block 4 of the McInnis, Mitchell, and Longre Survey of the City of Hattiesburg, Forrest County, Mississippi, as per map of plat on file in the office of the Chancery Clerk of said County.

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

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

The foregoing Resolution 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 Resolution adopted this the 21st day of January, 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 21st day of January, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: 1108 W. 4th Street, Hattiesburg, MS, 39401; All that certain parcel of land situate in the County of Forrest, State of Mississippi, being more particularly described as follows: Lot 4 in Block 2 of the Frank D. Lowery Subdivision of the City of Hattiesburg, Mississippi, as shown by the map or plat thereof on file and of record in the Office of the Chancery Clerk of Forrest County, Mississippi.

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

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

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
ACC Tax Sale Properties LLC	1108 W. 4 th Street	2-028I-08-238.00	\$300.00
Total:			\$300.00

Lot 4 in Block 2 of the Frank D. Lowery Subdivision of the City of Hattiesburg, Mississippi, as shown by the map or plat thereof on file and of record in the Office of the Chancery Clerk of Forrest County, Mississippi.

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

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

The foregoing Resolution 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 Resolution adopted this the 21st day of January, 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 21st day of January, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: 115 S. 10th Ave., and better described as The North half of Lot 20 and the South 40 feet of Lot 21, Block 1 of the HATTIESBURG HEIGHTS PROPER SURVEY, in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

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

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

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Ann McBride Miles	115 S. 10 th Ave	2-029M-09-007.00	\$176.75
Total:			\$176.75

The North half of Lot 20 and the South 40 feet of Lot 21, Block 1 of the HATTIESBURG HEIGHTS PROPER SURVEY, in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

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

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

The foregoing Resolution 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 Resolution adopted this the 21st day of January, 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 21st day of January, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: 902 Louise Street, Hattiesburg, MS, 39401, and better described as The West 68 feet of Lot 11 and the West 68 feet of the South 48 feet OF Lot 10, Block 2, Dixie Addition, City of Hattiesburg, Forrest County, Mississippi, as per the official plat or map thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

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

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

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Sandra Bohn	902 Louise Street	2-028I-08-059.00	\$176.75
Total:			\$176.75

The West 68 feet of Lot 11 and the West 68 feet of the South 48 feet OF Lot 10, Block 2, Dixie Addition, City of Hattiesburg, Forrest County, Mississippi, as per the official plat or map thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

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

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

The foregoing Resolution 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 Resolution adopted this the 21st day of January, 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 21st day of January, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: 1708 Louise Street, Hattiesburg, MS, 39401, and better described as Lot 3, Block 2 of the S. G. Jordan Survey of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

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

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

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Diana Lozano	1708 Louise Street	2-028I-08-086.00	\$176.75
Total:			\$176.75

Lot 3, Block 2 of the S. G. Jordan Survey of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

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

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

The foregoing Resolution 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 Resolution adopted this the 21st day of January, 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 21st day of January, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: 27-576-2-10, 101 Montague St. and better described as Lot 10, Block 2 of A.A. Montague Addition, of the City of Hattiesburg, Forrest County, Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

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

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

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Matthew Camerino	101 Montague St.	2-029F-04-156.00	\$176.75
			Total: \$176.75
Lot 10, Block 2 of A.A. Montague Addition, of the City of Hattiesburg, Forrest County, Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.			

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 21st day of January, 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 21st day of January, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: 102 S. 14th Ave., Hattiesburg, MS, 39401, and better described as Lot 4 in Block 2 of the Frank D. Lowery Subdivision of the City of Hattiesburg, Mississippi, as shown by the map or plat thereof on file and of record in the Office of the Chancery Clerk of Forrest County, Mississippi.

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

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

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Leigh & Greg Brooking	102 S. 14 th Ave	2-029M-09-310.00	\$176.75
Total:			\$176.75

Lot 4 in Block 2 of the Frank D. Lowery Subdivision of the City of Hattiesburg, Mississippi, as shown by the map or plat thereof on file and of record in the Office of the Chancery Clerk of Forrest County, Mississippi

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

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

The foregoing Resolution 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 Resolution adopted this the 21st day of January, 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 21st day of January, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: 702 Greely Street, Hattiesburg, MS, 39401 and better described as Lot 14, OF Block 5, of the McInnis, Mitchell, and Longre Subdivision of the said City of Hattiesburg, Mississippi.

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

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

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Robert Lee & Etal Posey	702 Greely Street	2-037D-14-149.00	\$195.00
c/o Hattiesburg Area Habitat			Total: \$195.00

Lot 14, OF Block 5, of the McInnis, Mitchell, and Longre Subdivision of the said City of Hattiesburg, Mississippi.

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

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

The foregoing Resolution 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 Resolution adopted this the 21st day of January, 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 21st day of January, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: 708 Greely Street, Hattiesburg, MS, 39401 and better described as, Lot 17, Block 5, McInnis, Mitchell, and Longre Parcel #244-0656-005-017.00, PPIN #22079, REC. #18315, Section 14, Township 4, North Range 13 West, Parcel/PPIN: 2440656005017.00, Forrest County, Mississippi.

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

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

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Nathaniel Brown	708 Greely Street	2-037D-14-146.00	\$195.00
Total:			\$195.00

Lot 17, Block 5, McInnis, Mitchell, and Longre Parcel #244-0656-005-017.00, PPIN #22079, REC. #18315, Section 14, Township 4, North Range 13 West, Parcel/PPIN: 2440656005017.00, Forrest County, Mississippi.

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

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

The foregoing Resolution 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 Resolution adopted this the 21st day of January, 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 21st day of January, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: **608 S 21st Ave.** better described as: all of lot eight (8) less and except the south five feet of said lot 8 in block D of the Westwood subdivision as per map or plat thereof on file and of record in the office of the Chancery Clerk, together with all improvements and appurtenances thereunto belonging.

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

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

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
US Small Business Admistrat	608 S 21 st Ave.	2-039A-17-149	\$527.75
Total:			\$527.75

All of lot eight (8) less and except the south five feet of said lot 8 in block D of the Westwood subdivision as per map or plat thereof on file and of record in the office of the Chancery Clerk, together with all improvements and appurtenances thereunto belonging.

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

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

The foregoing Resolution 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 Resolution adopted this the 21st day of January, 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 21st day of January, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: 3407 Tiltree Rd. HATTIESBURG, MS 39401 and better described as Lot 14 of Regency Estates Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on files in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

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

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

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Diversified Real Estate Holdings	3407 Tiltree Rd	2-039E-18-021	\$3,136.40
Total:			\$3,136.40

THE SOUTH 55 FEET OF LOT TWO (2) AND THE NORTH 10 FEET OF LOT THREE (3), BLOCK TWO (2) OF THE AUDUBON SUBDIVISION IN THE CITY OF HATTIESBURG, COUNTY OF FORREST, STATE OF MISSISSIPPI, AS PER THE MAP OR PLAT THEREOF ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF FORREST COUNTY, MISSISSIPPI, TOGETHER WITH ALL IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING

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

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

The foregoing Resolution 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 Resolution adopted this the 21st day of January, 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 21st day of January, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: 702 S. 22ND AVE. HATTIESBURG, MS 39401 and better described as THE SOUTH 55 FEET OF LOT TWO (2) AND THE NORTH 10 FEET OF LOT THREE (3), BLOCK TWO (2) OF THE AUDUBON SUBDIVISION IN THE CITY OF HATTIESBURG, COUNTY OF FORREST, STATE OF MISSISSIPPI, AS PER THE MAP OR PLAT THEREOF ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF FORREST COUNTY, MISSISSIPPI, TOGETHER WITH ALL IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING

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

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

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Karen Wells & James Robinson	702 S. 22nd Ave	2-039B-17-047.00	\$259.00
Total:			\$259.00

THE SOUTH 55 FEET OF LOT TWO (2) AND THE NORTH 10 FEET OF LOT THREE (3), BLOCK TWO (2) OF THE AUDUBON SUBDIVISION IN THE CITY OF HATTIESBURG, COUNTY OF FORREST, STATE OF MISSISSIPPI, AS PER THE MAP OR PLAT THEREOF ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF FORREST COUNTY, MISSISSIPPI, TOGETHER WITH ALL IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING

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

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

The foregoing Resolution 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 Resolution adopted this the 21st day of January, 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 21st day of January, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, January 21, 2020

Re: Adopt a Resolution authorizing Requisition No. 57 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.
File Number: 2020-475
Minute Book #

Summary

Adopt a Resolution authorizing Requisition No. 57 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.

Recommendation Statement

I recommend approval of this item.

Please place this on the January 21, 2020 City Council meeting for consideration.

The City Council of the City of Hattiesburg, Mississippi (the “City”) acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. **57** from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated August 18, 2016. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING REQUISITION NO. 57 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF AUGUST 18, 2016, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on August 18, 2016 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed \$25,000,000 (the “Loan”) pursuant to the terms and conditions of that certain loan agreement, dated as of August 18, 2016, by and between the Mississippi Development Bank and the City (the “Loan Agreement”).

Whereas, the City Council of the City now finds it necessary to approve Requisition No. **57** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$263,479.40** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

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

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. **57** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Two Hundred Sixty-Three Thousand Four Hundred Seventy-Nine and 40/100 dollars (\$263,479.40)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Regions Bank, as Trustee to disburse funds of Requisition No. **57** in the total aggregate amount **Two Hundred Sixty-Three Thousand Four Hundred Seventy-Nine and 40/100 dollars (\$263,479.40)** as authorized herein, as more particularly described in Exhibit A.

SECTION 3. The Mayor and City Clerk are hereby authorized and directed for and on behalf of the City to take any and all action as may be required by the City to carry out and give effect to the aforesaid documents authorized pursuant to this Resolution and to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Resolution in order to evidence the authority.

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **21st** day of **January, 2020**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **21st** day of **January, 2020**.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

Hattiesburg, Mississippi does hereby certify to Regions Bank, as trustee in respect to the referenced Bonds (the Trustee”):

- (1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
- (2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Series 2016 Project Fund Construction Account.
- (3) Each of the items was reasonable and necessary in connection with the “Construction Project” being financed pursuant to the Loan Agreement dated as of August 18, 2016 (the “Loan Agreement”).
- (4) The payment herein authorized and approved is a proper charge against the Series 2016 Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
- (5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Title: Mayor or City Clerk
(Authorized City Representative)

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser

Authorized Officer



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, January 21, 2020

Re: Approve Lighting Lease Agreement with Mississippi Power for new lighting at the East 8th Street Park and authorize the Mayor to execute the same.
File Number: 2020-464
Minute Book #

Summary

Approve and authorize Mayor to execute Lighting Lease Agreement with Mississippi Power for new lighting at the East 8th Street Park.

Recommendation Statement

This will provide lighting for the refurbished basketball and tennis courts at the East 8th Street Park. I recommend approval of this lease.

Please place this on the January 21, 2020 City Council meeting for consideration.

December 17, 2019

City of Hattiesburg
Sid Gonsoulin- Parks & Rec. Department
P.O. Box 198
Hattiesburg, MS 39503

Re: East 8th St. Basketball/Tennis Court

Dear Mr. Gonsoulin

Mississippi Power Company (MPC) appreciates the opportunity to provide a LED Lighting proposal for the Basketball/Tennis Court at East 8th Street in Hattiesburg, MS. Our proposal includes installation of LED Fixtures that will provide a clean, uniform, white colored light and low energy usage. Also included is the installation of Wood poles, a Metering point and a Twist Timer to control the lights.

The advantages of using MPC to provide your lighting installation and maintenance includes our 24-hour call center, over 90+ years of lighting experience, quick response from local experienced employees, utility-grade material, and consolidated billing

Scope of Work:

- **Install: (4)** 445W LED Bronze fixtures
- **Install: (2)** 45' Wood Poles
- **Install: (1)** Metering Point
- **Install: (1)** Twist timer
- **Install: (140')** Conduit

Monthly Lease Cost: \$250.00

**7-year lease agreement required.*

Typical lead times for delivery of fixture 4-6 weeks. This document contains trade secrets proprietary to Mississippi Power and shall not be disclosed to any other party.

Once you are ready to move forward or if you have any questions, please give me a call. Thank you again for the opportunity to work with you to provide your lighting needs.

Sincerely,

Greg Parker
Office: (601)545-4164
Cell: (601) 543-5621
gmparker@southernco.com

Lighting Services – Standard Lease Agreement



Customer Name: City of Hattiesburg (East 8th St Baskt) Phone #: _____

Service Address: 900 East 8th Street

Hattiesburg, Mississippi 39401

Mailing Address: P.O. Box 1898

Hattiesburg, Mississippi 39403

Tax ID#: _____ CSS Account #: _____

Job Order #: _____ GWO #: _____

Type Customer: ☐ Commercial ☐ Industrial ☒ Governmental

Description of Business (Apartment Complex, Restaurant, Ball-field, etc.): Park

Install: 4-445W LED Fixtures, 2-45' Wood Poles, 1-Metering Point and Twist timer

Upfront Customer Payment Amount: \$00.00

Monthly Lease Charge: \$250.00 **(Excludes applicable sales tax)*

Initial Term of Agreement: 84-Months

Project Notes: _____

Customer agrees to lease the facilities described above from Mississippi Power Company on the attached terms and conditions.

Customer's Authorized Signature:

Mississippi Power Company:

Signature: _____

Signature: _____

Print Name: _____

Print Name: Randy Richardson

Print Title: _____

Print Title: Director, Marketing and Sales

Date: _____

Date: _____

1. **Lighting Equipment Lease.** Mississippi Power Company ("MPC") will lease to Customer the "Facilities" described on Page 1 of this Lease Agreement ("Agreement") for use at the "Premises" (the "Service Address" shown on Page 1). Customer grants a license of right of access to MPC (and to MPC's representatives and contractors) to enter the Premises to install, connect, inspect, maintain, test, replace, repair, or remove the Facilities; to remove or disconnect pre-existing equipment as noted; or to conduct any other Agreement-related activity (collectively, the "MPC Activities"). Customer acknowledges that the Facilities, though attached to real property, will always remain the exclusive personal property of MPC and that MPC may remove the facilities when this Agreement ends. Customer also acknowledges that regulatory change during the Agreement term may require MPC to modify or replace some Facilities.
2. **Term.** The "Initial Term" of this Agreement is the period stated on Page 1, calculated from the date of the first monthly bill. After the Initial Term, the Agreement will automatically renew on an annual basis until terminated by either Customer or MPC by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. MPC's address for notice is Mississippi Power Company, ATTN: Marketing Lighting Services, PO Box 4079, Gulfport, MS 39502-4079. Customer's address for notice is the Mailing Address shown on Page 1.
3. **Payment.** MPC will invoice Customer per the terms stated on Page 1. Customer agrees to pay the amount billed by the due date. If there is a balance outstanding past the due date, Customer agrees to also pay a 1.5% late fee on the unpaid monthly balance and also acknowledges that Customer may be required to pay a deposit of up to two times the Monthly Charge in order to continue service. CUSTOMER ACKNOWLEDGES THAT MPC MAKES NO REPRESENTATION OR WARRANTY REGARDING TREATMENT OF THIS TRANSACTION BY THE INTERNAL REVENUE SERVICE OR THE STATUS OF THIS AGREEMENT UNDER ANY FEDERAL OR STATE TAX LAW; CUSTOMER ENTERS INTO THIS AGREEMENT IN SOLE RELIANCE UPON CUSTOMER'S OWN ADVISORS.
4. **Equipment Protection.** Throughout this Agreement's term, Customer will inform its personnel (and any contractor or person performing construction at the Premises or digging near MPC's Facilities) of the Facilities presence. Either Customer or the other party must provide notices and locate requests to the Mississippi One Call System and must coordinate all activities with the One Call Center and with all utility facility owners or operators as required by the then current Mississippi One Call Law. Customer further acknowledges that any such work may require compliance with certain laws and regulations, including, without limitation, the Mississippi High Voltage Power Lines Act, Miss. Code Ann. §§ 45-15-1, et seq., and regulations of the Occupational Safety and Health Administration. These laws and regulations shall be independently consulted by Customer to determine if any additional compliance measures shall be undertaken by Customer prior to commencement of any work; provided, however, that no work shall be performed until such consultation and compliance has been completed. As between Customer and MPC, Customer will bear all costs arising from failure to comply with these laws or for Facility damage caused by anyone other than MPC (or MPC's representatives or contractors). IF THE FACILITIES ARE DAMAGED, CUSTOMER WILL REPORT THE DAMAGE TO MPC AS SOON AS POSSIBLE BY CALLING 800-487-3275.
5. **Maintenance/Repairs.** During this Agreement's term, MPC will maintain the Facilities and will bear the cost of routine repair or replacement. All non-routine maintenance or repair can be done at the Customer's request and will be billed to Customer at then-current MPC rates. Customer must notify MPC of any need for Facility repair by calling 877-656-1836. If the Facility damage was caused by Customer or third party, Customer will reimburse MPC for the repair or replacement cost. Either Party shall be excused from performance of its obligations hereunder other than accrued payment obligations and shall not be construed to be in default in respect of such obligations to the extent that, and for so long as, failure to perform such obligations is due to a Force Majeure Event defined as any occurrence, nonoccurrence or set of circumstances that is beyond the reasonable control of such Party..
6. **Safety/Damages.** CUSTOMER ACKNOWLEDGES SOLE RESPONSIBILITY FOR THE SAFETY OF THE PREMISES AND ACKNOWLEDGES THAT MPC NEITHER HAS, NOR ASSUMES, ANY OBLIGATION TO ENSURE THE PREMISES' SAFETY. MPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability) regarding the equipment or any MPC activity under this agreement. Customer will not be entitled to indirect or consequential damages from MPC of any kind (including loss of revenue, loss of actual or anticipated profits, loss of capital costs, loss of business reputation, or punitive damages) arising from any damage or delay involving the Facilities or this Agreement.
7. **Indemnity.** To the fullest extent allowed by law, Customer agrees to indemnify, defend (if requested by MPC), and hold harmless MPC and its affiliates and contractors (and their officers, directors, employees, representatives, and agents) from and against any claim, demand, damage, expense (including attorney's fees and court costs), action, proceeding, judgment, penalty, fine, cost, or other liability (whether based upon tort, breach of contract, strict liability, equity, or otherwise) of any kind or nature for bodily injury (including death) to persons, damage to real or personal property (including loss of use), monetary damage, or equitable relief caused by or arising out of any act or omission of Customer involving this Agreement, the Facilities, or the Premises, in whatever manner caused and regardless of whether caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of MPC, any other person indemnified under this Agreement, or any other person not a party to this Agreement.
8. **Default.** Customer will be in default if any amount owed under this Agreement is not paid within 45 days of billing. MPC's waiver of any past default will not waive any other default. If default occurs, MPC may, at its discretion, immediately terminate this Agreement, collect all past due amounts and all amounts due for the Facilities during the Agreement's remaining term, remove the Facilities from the Premises, and seek any other available remedy. MPC shall be entitled to reasonable attorney's fees, costs and expenses associated with any claim or litigation concerning Customer's default of this Agreement.
9. **Entire Agreement.** This Agreement contains the parties' entire agreement relating to the Facilities and replaces any prior agreement, written or oral. This Agreement may be modified only by an amendment signed by each party, except that updated contact information (e.g. address, phone number, etc) may be provided at any time by written notice to the other party. This Agreement will be governed by Mississippi law. If any provision is ruled invalid or unenforceable, the Agreement as a whole will not be affected. In this Agreement, "including" means "including, but not limited to."
10. **Pole Attachments.** If Customer desires to attach anything to any Facilities (poles, light fixtures, brackets, etc), Customer must first obtain MPC's written permission. Customer must contact MPC's Lighting Services Business Unit at 877-656-1836 to obtain the proper pole attachment authorization.
11. **Customer Representations.** Customer represents to MPC that: (i) Customer is expressly authorized by all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the MPC Activities (including the use of vehicles, equipment, tools, and materials necessary); (ii) all Premises property lines are clearly and accurately marked; and (iii) the Premises' final grade will vary no more than 6" from the grade existing at the time of Facility installation.
 - a. **Customer Duty.** If MPC agrees to allow Customer to perform any part of the Facility installation (including trenching) itself or through a third party, Customer warrants that its work will meet MPC's installation specifications (which will be provided to the Customer). Customer will bear all reasonable additional costs arising from Customer's non-compliance with MPC's specifications or lack of timely (i.e. 10 days) notice to MPC that MPC's portion of the Facilities installation can commence.
 - b. **Underground Facilities/Obstructions.** Because MPC's Activities may require excavation or digging, Customer acknowledges that **Customer must mark all underground obstructions and private utilities and facilities (e.g. gas lines, water lines, sewer lines, irrigation facilities, low voltage data or communication cables or lines, etc) at the Premises.** Customer warrants either that: (i) all underground obstructions and private utilities and facilities have been marked or will be marked before MPC commences Facility installation or other MPC Activities involving excavation or digging; or (ii) there are no underground obstructions or private utilities or facilities at the Premises.
 - c. **Unforeseen Conditions.** If Customer fails to properly mark or identify a private utility or facility or other underground obstruction, and damage occurs in connection with MPC's Activities, Customer agrees that, as between Customer and MPC, Customer will bear sole responsibility for any and all damages incurred, including MPC and/or third-party damages, and that MPC will have no liability for any damage or resulting delay. Customer also acknowledges that the estimated charges shown on Page 1 include no allowance for any subsurface rock, wetlands, underground stream, buried waste, unsuitable or unstable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. not known to Customer or properly identified and marked by Customer. If an unforeseen condition is encountered, MPC, in its sole discretion, may stop all MPC Activity until Customer either remedies the unforeseen condition or agrees to reimburse all MPC expenses arising from the unforeseen condition. Customer will bear all costs of any Facility modification or change requested by Customer or dictated by unforeseen conditions or circumstances outside MPC's control.

CUSTOMER REPRESENTATIONS ACKNOWLEDGED BY CUSTOMER: Initials: _____ Date: _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, January 21, 2020

Re: Approve Lighting Lease Agreement with Mississippi Power for new lighting along Newman Street and authorize the Mayor to execute the same.
File Number: 2020-465
Minute Book #

Summary

Approve and authorize Mayor to execute Lighting Lease Agreement with Mississippi Power for new lighting along Newman Street.

Recommendation Statement

This lighting will illuminate the sidewalk along Newman Street.
I recommend approval of this lease.

Please place this on the January 21, 2020 City Council meeting for consideration.

Lighting Services – Standard Lease Agreement



Customer Name: City of Hattiesburg (Newman St.) Phone #: _____

Service Address: Newman St.

Hattiesburg, MS 39401

Mailing Address: PO Box 1898

Hattiesburg, MS 39403

Tax ID#: 64-6000432 CSS Account #: 59841-82000

Job Order #: _____ GWO #: _____

Type Customer: ☐ Commercial ☐ Industrial ☒ Governmental

Description of Business (Apartment Complex, Restaurant, Ball-field, etc.): Side walk

Install: 16-50W LED Fixtures, 16-20' DB Alum Poles, 1,800' of Conduit/Conductor, 1- Metering Point and 16-LL Photocells 

Upfront Customer Payment Amount: \$00.00

Monthly Lease Charge: \$890.00 **(Excludes applicable sales tax)*

Initial Term of Agreement: 84-Months

Project Notes: _____

Customer agrees to lease the facilities described above from Mississippi Power Company on the attached terms and conditions.

Customer's Authorized Signature:

Mississippi Power Company:

Signature: _____

Signature: _____

Print Name: _____

Print Name: Giff Ormes

Print Title: _____

Print Title: Director, Marketing and Sales

Date: _____

Date: _____

1. **Lighting Equipment Lease.** Mississippi Power Company ("MPC") will lease to Customer the "Facilities" described on Page 1 of this Lease Agreement ("Agreement") for use at the "Premises" (the "Service Address" shown on Page 1). Customer grants a license of right of access to MPC (and to MPC's representatives and contractors) to enter the Premises to install, connect, inspect, maintain, test, replace, repair, or remove the Facilities; to remove or disconnect pre-existing equipment as noted; or to conduct any other Agreement-related activity (collectively, the "MPC Activities"). Customer acknowledges that the Facilities, though attached to real property, will always remain the exclusive personal property of MPC and that MPC may remove the facilities when this Agreement ends. Customer also acknowledges that regulatory change during the Agreement term may require MPC to modify or replace some Facilities.
2. **Term.** The "Initial Term" of this Agreement is the period stated on Page 1, calculated from the date of the first monthly bill. After the Initial Term, the Agreement will automatically renew on an annual basis until terminated by either Customer or MPC by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. MPC's address for notice is Mississippi Power Company, ATTN: Marketing Lighting Services, PO Box 4079, Gulfport, MS 39502-4079. Customer's address for notice is the Mailing Address shown on Page 1.
3. **Payment.** MPC will invoice Customer per the terms stated on Page 1. Customer agrees to pay the amount billed by the due date. If there is a balance outstanding past the due date, Customer agrees to also pay a 1.5% late fee on the unpaid monthly balance and also acknowledges that Customer may be required to pay a deposit of up to two times the Monthly Charge in order to continue service. CUSTOMER ACKNOWLEDGES THAT MPC MAKES NO REPRESENTATION OR WARRANTY REGARDING TREATMENT OF THIS TRANSACTION BY THE INTERNAL REVENUE SERVICE OR THE STATUS OF THIS AGREEMENT UNDER ANY FEDERAL OR STATE TAX LAW; CUSTOMER ENTERS INTO THIS AGREEMENT IN SOLE RELIANCE UPON CUSTOMER'S OWN ADVISORS.
4. **Equipment Protection.** Throughout this Agreement's term, Customer will inform its personnel (and any contractor or person performing construction at the Premises or digging near MPC's Facilities) of the Facilities presence. Either Customer or the other party must provide notices and locate requests to the Mississippi One Call System and must coordinate all activities with the One Call Center and with all utility facility owners or operators as required by the then current Mississippi One Call Law. Customer further acknowledges that any such work may require compliance with certain laws and regulations, including, without limitation, the Mississippi High Voltage Power Lines Act, Miss. Code Ann. §§ 45-15-1, et seq., and regulations of the Occupational Safety and Health Administration. These laws and regulations shall be independently consulted by Customer to determine if any additional compliance measures shall be undertaken by Customer prior to commencement of any work; provided, however, that no work shall be performed until such consultation and compliance has been completed. As between Customer and MPC, Customer will bear all costs arising from failure to comply with these laws or for Facility damage caused by anyone other than MPC (or MPC's representatives or contractors). IF THE FACILITIES ARE DAMAGED, CUSTOMER WILL REPORT THE DAMAGE TO MPC AS SOON AS POSSIBLE BY CALLING 800-487-3275.
5. **Maintenance/Repairs.** During this Agreement's term, MPC will maintain the Facilities and will bear the cost of routine repair or replacement. All non-routine maintenance or repair can be done at the Customer's request and will be billed to Customer at then-current MPC rates. Customer must notify MPC of any need for Facility repair by calling 877-656-1836. If the Facility damage was caused by Customer or third party, Customer will reimburse MPC for the repair or replacement cost. Either Party shall be excused from performance of its obligations hereunder other than accrued payment obligations and shall not be construed to be in default in respect of such obligations to the extent that, and for so long as, failure to perform such obligations is due to a Force Majeure Event defined as any occurrence, nonoccurrence or set of circumstances that is beyond the reasonable control of such Party..
6. **Safety/Damages.** CUSTOMER ACKNOWLEDGES SOLE RESPONSIBILITY FOR THE SAFETY OF THE PREMISES AND ACKNOWLEDGES THAT MPC NEITHER HAS, NOR ASSUMES, ANY OBLIGATION TO ENSURE THE PREMISES' SAFETY. MPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability) regarding the equipment or any MPC activity under this agreement. Customer will not be entitled to indirect or consequential damages from MPC of any kind (including loss of revenue, loss of actual or anticipated profits, loss of capital costs, loss of business reputation, or punitive damages) arising from any damage or delay involving the Facilities or this Agreement.
7. **Indemnity.** To the fullest extent allowed by law, Customer agrees to indemnify, defend (if requested by MPC), and hold harmless MPC and its affiliates and contractors (and their officers, directors, employees, representatives, and agents) from and against any claim, demand, damage, expense (including attorney's fees and court costs), action, proceeding, judgment, penalty, fine, cost, or other liability (whether based upon tort, breach of contract, strict liability, equity, or otherwise) of any kind or nature for bodily injury (including death) to persons, damage to real or personal property (including loss of use), monetary damage, or equitable relief caused by or arising out of any act or omission of Customer involving this Agreement, the Facilities, or the Premises, in whatever manner caused and regardless of whether caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of MPC, any other person indemnified under this Agreement, or any other person not a party to this Agreement.
8. **Default.** Customer will be in default if any amount owed under this Agreement is not paid within 45 days of billing. MPC's waiver of any past default will not waive any other default. If default occurs, MPC may, at its discretion, immediately terminate this Agreement, collect all past due amounts and all amounts due for the Facilities during the Agreement's remaining term, remove the Facilities from the Premises, and seek any other available remedy. MPC shall be entitled to reasonable attorney's fees, costs and expenses associated with any claim or litigation concerning Customer's default of this Agreement.
9. **Entire Agreement.** This Agreement contains the parties' entire agreement relating to the Facilities and replaces any prior agreement, written or oral. This Agreement may be modified only by an amendment signed by each party, except that updated contact information (e.g. address, phone number, etc) may be provided at any time by written notice to the other party. This Agreement will be governed by Mississippi law. If any provision is ruled invalid or unenforceable, the Agreement as a whole will not be affected. In this Agreement, "including" means "including, but not limited to."
10. **Pole Attachments.** If Customer desires to attach anything to any Facilities (poles, light fixtures, brackets, etc), Customer must first obtain MPC's written permission. Customer must contact MPC's Lighting Services Business Unit at 877-656-1836 to obtain the proper pole attachment authorization.
11. **Customer Representations.** Customer represents to MPC that: (i) Customer is expressly authorized by all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the MPC Activities (including the use of vehicles, equipment, tools, and materials necessary); (ii) all Premises property lines are clearly and accurately marked; and (iii) the Premises' final grade will vary no more than 6" from the grade existing at the time of Facility installation.
 - a. **Customer Duty.** If MPC agrees to allow Customer to perform any part of the Facility installation (including trenching) itself or through a third party, Customer warrants that its work will meet MPC's installation specifications (which will be provided to the Customer). Customer will bear all reasonable additional costs arising from Customer's non-compliance with MPC's specifications or lack of timely (i.e. 10 days) notice to MPC that MPC's portion of the Facilities installation can commence.
 - b. **Underground Facilities/Obstructions.** Because MPC's Activities may require excavation or digging, Customer acknowledges that **Customer must mark all underground obstructions and private utilities and facilities (e.g. gas lines, water lines, sewer lines, irrigation facilities, low voltage data or communication cables or lines, etc) at the Premises.** Customer warrants either that: (i) all underground obstructions and private utilities and facilities have been marked or will be marked before MPC commences Facility installation or other MPC Activities involving excavation or digging; or (ii) there are no underground obstructions or private utilities or facilities at the Premises.
 - c. **Unforeseen Conditions.** If Customer fails to properly mark or identify a private utility or facility or other underground obstruction, and damage occurs in connection with MPC's Activities, Customer agrees that, as between Customer and MPC, Customer will bear sole responsibility for any and all damages incurred, including MPC and/or third-party damages, and that MPC will have no liability for any damage or resulting delay. Customer also acknowledges that the estimated charges shown on Page 1 include no allowance for any subsurface rock, wetlands, underground stream, buried waste, unsuitable or unstable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. not known to Customer or properly identified and marked by Customer. If an unforeseen condition is encountered, MPC, in its sole discretion, may stop all MPC Activity until Customer either remedies the unforeseen condition or agrees to reimburse all MPC expenses arising from the unforeseen condition. Customer will bear all costs of any Facility modification or change requested by Customer or dictated by unforeseen conditions or circumstances outside MPC's control.

CUSTOMER REPRESENTATIONS ACKNOWLEDGED BY CUSTOMER: Initials: _____ Date: _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, January 21, 2020

Re: Approve Contract Change Order No. 1 with Wildstone Construction Services, LLC for the Camp Street Improvements Project and authorize the Mayor to execute the same.
File Number: 2020-468
Minute Book #

Summary

Approve and Authorize Mayor to execute Contract Change Order No. 1 with Wildstone Construction Services, LLC for the Camp Street Improvements Project for a net increase to the contract of \$31,880.00.

Recommendation Statement

This change order is for the removal and replacement of a section of concrete curb and gutter, and changes the small concrete median island to a small concrete median island with brick pavers. I recommend approval of this change order.

Please place this on the January 21, 2020 City Council meeting for consideration.

CONTRACT CHANGE ORDEROWNER: City of Hattiesburg PROJECT NAME: Camp Street ImprovementsCONTRACTOR: Wildstone Construction Services, LLCDATE: 01/08/2020CHANGE ORDER NUMBER: 001 CONTRACT NUMBER: N/AREASON FOR CHANGE: curb correction before asphalt paving; addition of pavers to small islandsYOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT
PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF REQUIRED)

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	QTY	UNIT COST	TOTAL CONTRACT
202-C	Removal and Replacement of Concrete Curb and Gutter	32 LF	\$90.00	2,880.00
609-B	Small Concrete Median Island w/Brick Paver	1450 LF	\$55.00	79,750.00
609-B	Small Concrete Median Island	-1450 LF	35.00	-50,750.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

TOTAL CONTRACT CHANGE	\$ 31,880.00
	TOTAL CONTRACT
ORIGINAL CONTRACT AMOUNT:	\$ 341,006.50
CURRENT CONTRACT AMOUNT:	\$ 341,006.50
THIS CONTRACT CHANGE	31,880.00
REVISED CONTRACT AMOUNT:	\$ 372,886.50
CURRENT CONTRACT COMPLETION DATE:	
TIME EXTENSION REQUIRED BY CHANGE:	
REVISED CONTRACT COMPLETION DATE:	
THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY. RECOMMENDED BY: <u>Geoffrey Coby</u> <u>01/09/2020</u> ENGINEER DATE NEEL-SCHAFER, INC. ACCEPTED BY: <u>Brandon J. Hut</u> <u>01/08/2020</u> CONTRACTOR DATE ACCEPTED BY: _____ OWNER DATE	



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, January 21, 2020

Re: Approve Supplemental Agreement No. 1 with Grady Crawford Construction on the 2018 Water Improvements project to adjust quantities to actual, and record an underrun of \$36,327.20 on the contract; approve final pay application and authorize the Mayor to execute the same.
File Number: 2020-477
Minute Book #

Summary

Approve Supplemental Agreement No. 1 with Grady Crawford Construction on the 2018 Water Improvements project to adjust quantities to actual, and record an underrun of \$36,327.20 on the contract; Authorize Mayor to Execute; Authorize payment of final pay application.

Recommendation Statement

I recommend approval of this item.

Please place this on the January 21, 2020 City Council meeting for consideration.



Engineering Progress

December 31, 2019

City of Hattiesburg
Post Office Box 1898
Hattiesburg MS 39403-1898

Grady Crawford Construction

Attn: Lamar Rutland, P.E.

RE: 2018 Water Improvements
City of Hattiesburg

Dear Mr. Rutland:

Enclosed please find Pay Estimate No. 2F in the amount of \$219,661.30 for the above referenced project.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

Shea E. McNease, P.E.
Project Engineer

/md

Enclosures

cc: Grady Crawford Construction Co., Inc.

093695.7245.63

MB 2018-221

RECEIVED
1/6/20

SECTION 00660

PERIODIC ESTIMATE FOR PAYMENT

PERIODIC ESTIMATE FOR PAYMENT	NO: 002 Final	PERIOD: through 06/06/10	SHEET: 1 of 3
OWNER: City Of Hattiesburg		PROJECT: 2018 Water Improvements	
ENGINEER: SDW Engineering Progress		CONTRACT: Invoice No. 18134-8101	
CONTRACTOR: Grady Crawford Construction Co., Inc. Of Baton Rouge		PERCENT COMPLETE: 100%	
PROJECT NO.:		ORIGINAL CONTRACT TIME: 270 Days	TIME REMAINING: 0 Days
CONTRACT COMPLETION DATE:			

In accordance with this Contract and the attached Estimate for Payment, the Contractor is entitled to payment in the amount stipulated below. The present status of the account for this Contract is as follows:

<u>Change Order</u>	<u>Additions</u>	<u>Deductions</u>	
1	\$10,041.00	(\$46,368.20)	
Net Change:			(\$36,327.20)

Original Contract Sum:	\$ 410,145.00
Change Orders (Net Change):	(\$36,327.20)
Contract Sum to Date:	\$ 373,817.80
Material Stored:	\$ -
Work Completed to Date:	\$373,817.80
Total Completed to Date:	\$ 373,817.80
5% Retainage:	\$ -
Total Earned Less Retainage:	\$ 373,817.80
Less Previous Estimates:	\$154,156.50
Total Due This Estimate:	\$ 219,661.30

CERTIFICATION OF CONTRACTOR: According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Periodic Estimate for Partial Payment are correct; that all work has been performed and/or material supplied in full accordance with the requirements of the referenced contract, and/or duly authorized deviations, up to and including the last day of the period covered by this Periodic Estimate; and that no part of the "Balance Due This Payment" has been received.

Contractor: Grady Crawford Construction Co., Inc. Of Baton Rouge **By:**  **Date:** 8/6/2010

CERTIFICATION OF ENGINEER: I certify that I have checked and verified the above and foregoing Periodic Estimate for Partial Payment; that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the Contractor; that all work and/or material included in the Periodic Estimate has been inspected by me and/or my duly authorized representative or assistants, and that It has been performed and/or supplied in full accordance with the requirements of the referenced contract; and that partial payment claimed and requested by the Contractor is correctly computed on the basis of work performed and/or material supplied to date.

Engineer: SDW Engineering Progress **By:**  **Date:** 12/24/19

CERTIFICATION OF OWNER: I do hereby accept the foregoing Periodic Estimate for Payment and do recommend and approve the partial payment claimed and requested by the Contractor.

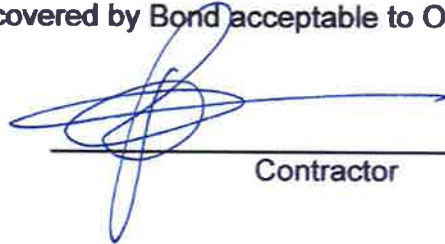
Owner: City Of Hattiesburg **By:** **Date:**

ITEM NO.	DESCRIPTION OF ITEM	SUMMARY ORIGINAL CONTRACT				WORK COMPLETED PREVIOUS PERIODS		ESTIMATE OF WORK COMPLETED THIS PERIOD		ESTIMATE OF WORK COMPLETED TO DATE	
		UNIT PRICE	QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION
	Water Pipe Items										
1	2" & Under 150 PSI PVC Water Pipe for Connections (Open Cut)	\$75.00	0	LF	\$ -		\$ -		\$ -	0.00	\$ -
2	6" Class 350 Ductile Iron Water Pipe (Open Cut)	\$42.00	3613	LF	\$ 151,746.00	2700.00	\$ 113,400.00	913.00	\$ 38,346.00	3,613.00	\$ 151,746.00
3	8" 200 PSI, DR11, HDPE (Directional Bore) (Incl. Adapter Fittings)	\$122.00	40	LF	\$ 4,880.00		\$ -	40.00	\$ 4,880.00	40.00	\$ 4,880.00
4	Tracer Wire System for Water	\$1.50	5213	LF	\$ 7,819.50		\$ -	5213.00	\$ 7,819.50	5,213.00	\$ 7,819.50
	Connection Items										
5	Cut and Cap Existing Water Line in Place	\$535.00	6	EA	\$ 3,210.00		\$ -	6.00	\$ 3,210.00	6.00	\$ 3,210.00
6	Connection: Proposed 6" to Existing 6" (Hot Tap w/ Valve Assembly)	\$4,075.00	3	EA	\$ 12,225.00		\$ -	3.00	\$ 12,225.00	3.00	\$ 12,225.00
7	Connection: Proposed 6" to Existing 12" (Hot Tap w/ Valve Assembly)	\$4,395.00	1	EA	\$ 4,395.00		\$ -	1.00	\$ 4,395.00	1.00	\$ 4,395.00
8	Connection: Proposed 6" to Existing 20" (Hot Tap w/ Valve Assembly)	\$5,450.00	2	EA	\$ 10,900.00		\$ -	2.00	\$ 10,900.00	2.00	\$ 10,900.00
9	Connection: Proposed 6" to Proposed 6" (Tee & other fittings)	\$1,000.00	1	EA	\$ 1,000.00		\$ -	1.00	\$ 1,000.00	1.00	\$ 1,000.00
	Valve Items										
10	6" Gate Valve	\$1,900.00	5	EA	\$ 9,500.00	3.00	\$ 5,700.00	2.00	\$ 3,800.00	5.00	\$ 9,500.00
	Fire Protection Items										
11	3 Way Fire Hydrant w/Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe & other fittings)	\$4,695.00	7	EA	\$ 32,865.00	6.00	\$ 28,170.00	1.00	\$ 4,695.00	7.00	\$ 32,865.00
	Service Items										
12	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc.)	\$355.00	57	EA	\$ 20,235.00		\$ -	57.00	\$ 20,235.00	57.00	\$ 20,235.00
13	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc.)	\$1,500.00	0	EA	\$ -		\$ -		\$ -	0.00	\$ -
14	Service Tubing (Bored) (All Sizes)	\$8.00	1560	LF	\$ 12,480.00		\$ -	1560.00	\$ 12,480.00	1,560.00	\$ 12,480.00
15	New Residential Meter	\$250.00	0	EA	\$ -		\$ -		\$ -	0.00	\$ -
16	Remove, Relocate and Reset Residential Meter	\$0.00	0	EA	\$ -		\$ -		\$ -	0.00	\$ -
	Miscellaneous Construction Items										
17	Select Fill Material (Class 9, Group C), LVM for Base Repair at Trench	\$25.00	0	CY	\$ -		\$ -		\$ -	0.00	\$ -
18	Crushed Aggregate for Road Repair (Size 825)	\$40.00	275.12	TON	\$ 11,004.80		\$ -	275.12	\$ 11,004.80	275.12	\$ 11,004.80
19	Asphalt Pavement Repair (All Depths)	\$225.00	59.24	TON	\$ 13,329.00		\$ -	59.24	\$ 13,329.00	59.24	\$ 13,329.00

CONTRACTOR'S CERTIFICATION:

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

Dated: 08-06, 2019



Contractor

APPROVAL OF ENGINEER

This Application for Payment No. _____ Has been reviewed and is approved for payment.

Dated: _____, 20

By: _____
Resident Inspector

Dated: _____, 20

By: _____
Project Engineer

APPROVAL OF AUTHORIZED REPRESENTATIVE OF THE OWNER

Dated: _____, 20

By: _____
Resident Inspector

Dated: _____, 20

By: _____
Owner's Project Supervisor

Dated: _____, 20

By: _____
Chief Construction Engineer

**2018 WATER SYSTEM IMPROVEMENTS
CITY OF HATTIESBURG**

SUPPLEMENTAL AGREEMENT NO. 1

CITY OF HATTIESBURG

WHEREAS, We, Grady Crawford Construction Company, Inc., Contractor and Hartford Accident and Indemnity Company, Surety entered into a contract with the City of Hattiesburg, Owner on the 25th Day of September 2018 for 2018 Water System Improvements.

WHEREAS: The Contractor, Surety and Owner agree that certain construction methods should be modified to lessen impact to the public and increase ease of construction.

WHEREAS: The aforementioned modification would cause the following addition to the original pay item quantities contained in the contract documents:

Item 27	Curb Stop Valve	Each	57	\$135.00	\$7,695.00
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WHEREAS: The attached Overrun/Underrun statement is included as a part of this change as a result of minor items during construction.

Total of Underrun \$36,327.20

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

NOW, THEREFORE, We, Grady Crawford Construction Company, Inc., Contractor and Hartford Accident and Indemnity Company, Surety, hereby agree that said Supplemental Agreement is hereby made a part of the Original Contract to be performed under the specifications thereof, and that the Original Contract is in full force and effect, except insofar as it might be modified by this Supplement Agreement.

DATED, this _____ day of _____, 2019

Grady Crawford Construction
Company, Inc.

By: _____

Contractor

Hartford Accident and Indemnity Company

By: _____

Surety

Witness: _____

Witness: _____

City of Hattiesburg

By: _____
Owner

Witness: _____

OVERRUNS UNDERRUNS
PROJECT:
CONTRACTOR:

OVERRUN/UNDERRUN
PROJECT: 2018 Water Improvements
CONTRACTOR: Grady Crawford Construction Company

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
	Water Pipe Items								
1	2" & Under 150 PSI PVC Water Pipe for Connections (Open Cut)	LF	10	0		10	\$75.00		\$ 750.00
REASON: Minor Change									
2	6" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	3600	3613	13		\$42.00	\$ 546.00	
REASON: Minor Change									
3	8" 200 PSI, DR11, HDPE (Directional Bore) (Incl. adapter fittings)	LF	40	40			\$122.00		
4	Tracer Wire System for Water	LF	6850	5213		1637	\$1.50		\$ 2,455.50
REASON: Difference in plan distance and distances in field.									
	Connection Items								
5	Cut and Cap Existing Water Line in Place	EA	6	6			\$535.00		
6	Connection: Proposed 6" to Existing 6" (Hot Tap w/ Valve Assembly)	EA	3	3			\$4,075.00		
7	Connection: Proposed 6" to Existing 12" (Hot Tap w/ Valve Assembly)	EA	1	1			\$4,395.00		
8	Connection: Proposed 6" to Existing 20" (Hot Tap w/ Valve Assembly)	EA	2	2			\$5,450.00		
9	Connection: Proposed 6" to Proposed 6" (Tee & other fittings)	EA	1	1			\$1,000.00		
	Valve Items								
10	6" Gate Valve	EA	5	5			\$1,900.00		

OVERRUNS UNDERRUNS
PROJECT:
CONTRACTOR:

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
	Fire Protection items								
11	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	EA	7	7			\$4,695.00		
	Service Items								
12	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	EA	58	57		1	\$355.00		\$ 355.00
REASON: Minor Change									
13	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	EA	1	0		1	\$1,500.00		\$ 1,500.00
REASON: Minor Change									
14	Service Tubing (Bored) (All Sizes)	EA	2000	1560		440	\$8.00		\$ 3,520.00
REASON: Difference in plan service distance to residences and distances in field.									
15	New Residential Meter	LF	3	0		3	\$250.00		\$ 750.00
REASON: Minor Change									
16	Remove, Relocate and Reset Residential Meter	EA	3	0		3	\$0.00		\$ -
	Miscellaneous Construction Items								
17	Select Fill Material (Class 9, Group C), LVM for Base Repair at Trench	CY	460	0		460	\$25.00		\$ 11,500.00
REASON: Field conditions did not require Select Fill.									
18	Crushed Aggregate for Road Repair (Size 825)	Ton	480	275.12		204.88	\$40.00		\$ 8,195.20
REASON: Field conditions allowed for more efficient use of quantity.									
19	Asphalt Pavement Repair (All Depths)	Ton	115	59.24		55.76	\$225.00		\$ 12,546.00
REASON: Field conditions allowed for more efficient use of quantity.									

OVERRUNS UNDERRUNS
PROJECT:
CONTRACTOR:

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
20	Concrete Pavement Repair (All Depths)	SY	280	257.6		22.4	\$85.00		\$ 1,904.00
REASON: Minor Change									
21	Concrete Sidewalk Pavement Repair (All Depths)	SY	8	7.5		0.5	\$85.00		\$ 42.50
REASON: Minor Change									
22	Landscape Restoration (Inc. Top Soil, Plants, Mulch, Watering, etc.)	SF	95	0		95	\$30.00		\$ 2,850.00
23	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	SY	1620	1800	180		\$10.00	\$ 1,800.00	
REASON: Field conditions required larger quantity.									
24	Temporary Erosion Control	LS	1	1			\$2,500.00		
25	Maintenance of Traffic	LS	1	1			\$7,500.00		
26	Mobilization	LS	1	1			\$20,000.00		
Supplemental Agreement No. 1									
27	Curb Stop Valve	EA	0	57	57		\$135.00	\$ 7,695.00	
REASON: Water service detail in plans differed from field conditions.									
								\$ 10,041.00	\$ 46,368.20
PROJECT DECREASE								\$	36,327.20
Original Contract Amount								\$	410,145.00
Underrun								\$	36,327.20
Final Contract Amount								\$	373,817.80



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, January 21, 2020

Re: Approve Supplemental Agreement No. 1 with T. L. Wallace Construction, Inc. on the 2017 Water Improvements Project to adjust quantities to actual, and record an overrun of \$24,551.10 on the contract; approve final pay application and authorize the Mayor to execute the same.
File Number: 2020-480
Minute Book #

Summary

Approve Supplemental Agreement No. 1 with T. L. Wallace Construction, Inc. on the 2017 Water Improvements project to adjust quantities to actual, and record an overrun of \$24,551.10 on the contract; Authorize Mayor to Execute; Authorize payment of final pay application.

Recommendation Statement

I recommend approval of this item.

Please place this on the January 21, 2020 City Council meeting for consideration.



Engineering Progress

December 31, 2019

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

T. L. Wallace

Attn: Lamar Rutland, P.E.

Re: 2017 Water System Improvements
City of Hattiesburg

Dear Lamar:

Enclosed please find Pay Estimate No. 11F in the amount of \$35,551.10 for the above referenced project.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

Shea E. McNease, P.E.
Project Engineer

/md

Enclosures

cc: T.L. Wallace Construction, SDW files

075695.7245.61
MB 2018-6

RECEIVED
1/6/20

Contractor's Application for Payment No.

ELEVEN (FINAL)

Application Period: January 3, 2019 thru March 1, 2019		Application Date: 11/21/2019
To (Owner): City of Hattiesburg	From (Contractor): T.L. WALLACE CONSTRUCTION, INC.	Via (Engineer): SHOWS, DEARMAN & WAITS, INC.
Project: 2017 Water System Improvements	Contract:	
Owner's Contract No.:	Contractor's Project No.: FOR1879	Engineer's Project No.: 11247

**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
3" insert a valve 6" cap	\$12,060.00	
Exploration	\$24,750.00	
Hydrant Risers	\$4,650.00	
Moving Hydrant (Sunset)	\$1,500.00	
TOTALS	\$42,960.00	
NET CHANGE BY CHANGE ORDERS	\$42,960.00	

1. ORIGINAL CONTRACT PRICE.....	\$	\$717,310.00
2. Net change by Change Orders.....	\$	\$42,960.00
3. Current Contract Price (Line 1 + 2).....	\$	\$760,270.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	\$784,821.10
5. RETAINAGE:		
a. X \$784,821.10 Work Completed.....	\$	
b. 5% X Stored Material.....	\$	
c. Total Retainage (Line 5a + Line 5b).....	\$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	\$784,821.10
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$657,101.39
8. AMOUNT DUE THIS APPLICATION.....	\$	\$127,719.71
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	-\$35,551.10

Contractor's Certification

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

By:

Joey Regan

Date:

11-21-19

Payment of:

\$ 35,551.10

(Line 8 or other - attach explanation of the other amount)

is recommended by:

[Signature]
(Engineer)

12/23/19
(Date)

Payment of:

\$

(Line 8 or other - attach explanation of the other amount)

is approved by:

(Owner)

(Date)

Approved by:

Funding Agency (if applicable)

(Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): CITY OF HATTIESBURG							Application Number: ELEVEN (FINAL)			
Application Period: January 3, 2019 thru March 1, 2019							Application Date: 11/21/2019			
A				B	C	D	E	F		
Item				Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Bid Item Quantity	Unit Price							
1.0	2" & Under 150 PSI PVC Water Pipe for Connections	100	\$15.00	\$1,500.00	71	\$1,065.00		\$1,065.00	71.0%	\$435.00
2.0	6" Class 350 Ductile Iron Water Pipe (Open Cut)	5710	\$22.00	\$125,620.00	5504	\$121,088.00		\$121,088.00	96.4%	\$4,532.00
3.0	8" Class 350 Ductile Iron Water Pipe (Open Cut)	2620	\$26.00	\$68,120.00	2292	\$59,592.00		\$59,592.00	87.5%	\$8,528.00
4.0	8" 200 PSI, DR-9, HDPE (Directional Bore)(Include Fittings)	390	\$58.00	\$22,620.00	452	\$26,216.00		\$26,216.00	115.9%	-\$3,596.00
5.0	10" 200 PSI, DR-9, HDPE (Directional Bore)(Include Fittings)	360	\$70.00	\$25,200.00	640	\$44,800.00		\$44,800.00	177.8%	-\$19,600.00
6.0	Cut and Cap Existing Water Line in Place	16	\$300.00	\$4,800.00	15	\$4,500.00		\$4,500.00	93.8%	\$300.00
7.0	Connection: Proposed 6" to Ex. 2" (Straight-Coupling)	1	\$500.00	\$500.00	1	\$500.00		\$500.00	100.0%	
8.0	Connection: Proposed 6" to Ex. 6"(Hot Tap w/Valve Assembly)	9	\$2,200.00	\$19,800.00	9	\$19,800.00		\$19,800.00	100.0%	
9.0	Connection: Proposed 6" to Ex. 8"(Hot Tap w/Valve Assembly)	3	\$2,200.00	\$6,600.00	2	\$4,400.00		\$4,400.00	66.7%	\$2,200.00
10.0	Connection: Proposed 6" to Ex. 10"(Hot Tap w/Valve Assembly)	4	\$2,300.00	\$9,200.00	3	\$6,900.00		\$6,900.00	75.0%	\$2,300.00
11.0	Connection: Proposed 6" to Ex. 20"(Hot Tap w/Valve Assembly)	2	\$3,200.00	\$6,400.00	2	\$6,400.00		\$6,400.00	100.0%	
12.0	Connection: Proposed 6" to Proposed 6" (Tee & Other Fittings)	2	\$550.00	\$1,100.00	2	\$1,100.00		\$1,100.00	100.0%	
13.0	Connection: Proposed 8" to Ex. 2"(Hot Tap w/Valve Assembly)	1	\$850.00	\$850.00	1	\$850.00		\$850.00	100.0%	
14.0	Connection: Proposed 8" to Ex. 6"(Hot Tap w/Valve Assembly)	1	\$2,370.00	\$2,370.00	1	\$2,370.00		\$2,370.00	100.0%	
15.0	Connection: Proposed 8" to Ex. 6"(Straight-Coupling)	1	\$510.00	\$510.00						\$510.00
16.0	Connection: Proposed 8" to Ex. 8"(Hot Tap w/Valve Assembly)	3	\$2,750.00	\$8,250.00	4	\$11,000.00		\$11,000.00	133.3%	-\$2,750.00
17.0	Connection: Proposed 8" to Ex. 10"(Hot Tap w/Valve Assembly)	2	\$2,750.00	\$5,500.00	1	\$2,750.00		\$2,750.00	50.0%	\$2,750.00
18.0	Connection: Proposed 8" to Proposed 6" (Tee & Other Fittings)	2	\$800.00	\$1,600.00	2	\$1,600.00		\$1,600.00	100.0%	
19.0	Connection: Proposed 8" to Proposed 8" (Tee & Other Fittings)	1	\$850.00	\$850.00	1	\$850.00		\$850.00	100.0%	
20.0	2" & Under Insert-A- Valve	5	\$900.00	\$4,500.00	4	\$3,600.00		\$3,600.00	80.0%	\$900.00
21.0	6" Gate Valve	4	\$790.00	\$3,160.00	5	\$3,950.00		\$3,950.00	125.0%	-\$790.00
22.0	8" Gate Valve	5	\$1,020.00	\$5,100.00	5	\$5,100.00		\$5,100.00	100.0%	
23.0	3 Way Fire Hydrant w/ Appurtenances (Include Tee, Valve, Hydrant)	20	\$3,320.00	\$66,400.00	20	\$66,400.00		\$66,400.00	100.0%	
24.0	Residential Service Tap (All Sizes)(Include Tee, Valve, Hydrant, B	127	\$350.00	\$44,450.00	113	\$39,550.00		\$39,550.00	89.0%	\$4,900.00
25.0	Commercial Service Tap (All Sizes)(Incl. Open Cut Service Tubing		\$1,000.00							
26.0	Service Tubing Bored (All Sizes)	2130	\$18.00	\$38,340.00	3149	\$56,682.00		\$56,682.00	147.8%	-\$18,342.00
27.0	Select Fill Material (Class9, Group C) LVM for Base Repair at Trec	600	\$22.00	\$13,200.00	625.25	\$13,755.50		\$13,755.50	104.2%	-\$555.50
28.0	Crushed Aggregate For Road Repair (825)	610	\$70.00	\$42,700.00	525	\$36,750.00		\$36,750.00	86.1%	\$5,950.00
29.0	Asphalt Pavement Repair (All Depths)	110	\$200.00	\$22,000.00	216.96	\$43,392.00		\$43,392.00	197.2%	-\$21,392.00
30.0	Concrete Pavement Repair (All Depths)	540	\$120.00	\$64,800.00	540	\$64,800.00		\$64,800.00	100.0%	
31.0	Concrete Sidewalk Pavement (Repair)	52	\$120.00	\$6,240.00	37.48	\$4,497.60		\$4,497.60	72.1%	\$1,742.40
32.0	Brick Sidewalk Pavement Repair (All Depths)	40	\$27.00	\$1,080.00	74	\$1,998.00		\$1,998.00	185.0%	-\$918.00
33.0	Concrete Curb and Gutter Repair (Match Existing in Kind)	210	\$45.00	\$9,450.00	29	\$1,305.00		\$1,305.00		\$8,145.00
Totals				\$632,810.00		\$657,561.10		\$657,561.10	103.9%	-\$24,751.10

Contractor's Application

EJCDC C-620 Contractor's Application for Payment
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Stored Material Summary

Contractor's Application

For (Contract):		CITY OF HATTIESBURG						Application Number:		ELEVEN (FINAL)	
Application Period:		January 3, 2019 thru March 1, 2019						Application Date:		11/21/2019	
Bid Item No	A Supplier Invoice No.	B Submittal No (with Specification Section No.)	C Storage Location	Description of Materials or Equipment Stored	D Stored Previously		E Amount Stored this Month (\$)	Subtotal Amount Completed and Stored to Date (D + E)	F Incorporated in Work		G Materials Remaining in Storage (\$) (D + E - F)
					Date Placed into Storage (Month/Year)	Amount (\$)			Date (Month/Year)	Amount (\$)	
2	D5A9949-001		onsite	6" Class 350 Ductile Iron Water Pipe	3/2018	\$21,075.31		\$21,075.31		\$21,075.31	
2	D5A9949-002		onsite	6" Class 350 Ductile Iron Water Pipe	3/2018	\$19,137.29		\$19,137.29		\$19,137.29	
2	D5A9949-003		onsite	6" Class 350 Ductile Iron Water Pipe	3/2018	\$20,436.66		\$20,436.66		\$20,436.66	
3	D5A9949-004		onsite	8" Class 350 Ductile Iron Water Pipe	3/2018	\$18,980.63		\$18,980.63		\$18,980.63	
3	D5A9949-005		onsite	8" Class 350 Ductile Iron Water Pipe	3/2018	\$18,964.88		\$18,964.88		\$18,964.88	
7	SA418-0238X14		onsite	2" x 2" 418 Threaded Outlet Tapping Sleeve (IPS)	4/2018	\$253.50		\$253.50		\$253.50	
8	SA462-0663X06		onsite	6" x 6" Stainless Steel Tapping Sleeve (IPS or C-900)	4/2018	\$4,240.13		\$4,240.13		\$4,240.13	
8	VA-CV-06MJFLCL		onsite	6" Clow MJ x FL Gate Valve	4/2018	\$3,280.06		\$3,280.06		\$3,280.06	
8	VA-VB-18		onsite	18" - 24" Cast Iron Valve Box	4/2018	\$240.00		\$240.00		\$240.00	
9	SA462-0900X06		onsite	8" x 6" Stainless Steel Tapping Sleeve (IPS or C-900)	4/2018	\$1,060.02		\$1,060.02		\$1,060.02	
9	VA-CV-06MJFLCL		onsite	6" Clow MJ x FL Gate Valve	4/2018	\$1,230.02		\$1,230.02		\$1,230.02	
9	VA-VB-18		onsite	18" - 24" Cast Iron Valve Box	4/2018	\$90.00		\$90.00		\$90.00	
10	SA462-1110X06		onsite	10" x 6" Stainless Steel Tapping Sleeve (C-900)	4/2018	\$2,280.05		\$2,280.05		\$2,280.05	
10	VA-CV-06MJFLCL		onsite	6" Clow MJ x FL Gate Valve	4/2018	\$1,640.03		\$1,640.03		\$1,640.03	
10	VA-VB-18		onsite	18" - 24" Cast Iron Valve Box	4/2018	\$120.00		\$120.00		\$120.00	
11	VA-CV-06MJFLCL		onsite	6" Clow MJ x FL Gate Valve	4/2018	\$410.01		\$410.01		\$410.01	
11	VA-VB-18		onsite	18" - 24" Cast Iron Valve Box	4/2018	\$60.00		\$60.00		\$60.00	
14	VA-VB-18		onsite	18" - 24" Cast Iron Valve Box	4/2018	\$30.00		\$30.00		\$30.00	
16	SA462-0900X08		onsite	8" x 8" Stainless Steel Tapping Sleeve (IPS or C-900)	4/2018	\$1,240.05		\$1,240.05		\$1,240.05	
16	VA-CV-08MJFLCL		onsite	8" Clow MJ x FL Gate Valve	4/2018	\$1,360.04		\$1,360.04		\$1,360.04	
16	VA-VB-18		onsite	18" - 24" Cast Iron Valve Box	4/2018	\$60.00		\$60.00		\$60.00	
17	SA462-1110X08		onsite	10" x 8" Stainless Steel Tapping Sleeve (C-900)	4/2018	\$620.01		\$620.01		\$620.01	
17	VA-CV-08MJFLCL		onsite	8" Clow MJ x FL Gate Valve	4/2018	\$680.02		\$680.02		\$680.02	
17	VA-VB-18		onsite	18" - 24" Cast Iron Valve Box	4/2018	\$30.00		\$30.00		\$30.00	
21	VA-CV-06MCL		onsite	6" Clow MJ Gate Valve	4/2018	\$1,636.05		\$1,636.05		\$1,636.05	
21	VA-VB-18		onsite	18" - 24" Cast Iron Valve Box	4/2018	\$120.00		\$120.00		\$120.00	
22	VA-CV-08MCL		onsite	8" Clow MJ Gate Valve	4/2018	\$3,249.92		\$3,249.92		\$3,249.92	
22	VA-VB-18		onsite	18" - 24" Cast Iron Valve Box	4/2018	\$150.00		\$150.00		\$150.00	
23	MJ-FT-06HTDO		onsite	6" Hydrant Tee (Domestic)	4/2018	\$912.34		\$912.34		\$912.34	
23	MJ-FT-0806HTDO		onsite	8" x 6" MJ Hydrant Tee (Domestic)	4/2018	\$1,138.54		\$1,138.54		\$1,138.54	
23	MJ-FT-06HCDO		onsite	6" MJ Anchor Coupling (Domestic)	4/2018	\$1,281.80		\$1,281.80		\$1,281.80	
23	VA-VB-18		onsite	18" - 24" Cast Iron Valve Box	4/2018	\$600.00		\$600.00		\$600.00	
23	H-3W-06MX42CL		onsite	5 1/4" Clow Fire Hydrant 3 way, 6" MJ Shoe, 3 1/2" bury	4/2018	\$28,097.72		\$28,097.72		\$28,097.72	
Totals						\$154,705.08		\$154,705.08		\$154,704.83	

**2017 WATER IMPROVEMENTS PROJECT
CITY OF HATTIESBURG**

SUPPLEMENTAL AGREEMENT NO. 1

CITY OF HATTIESBURG

WHEREAS, We, T.L. Wallace Construction, Inc., Contractor and Arch Insurance Company, Surety entered into a contract with the City of Hattiesburg, Owner on the 2nd Day of January 2018 for 2017 Water Improvements Project.

WHEREAS: The Contractor, Surety and Owner agree that certain construction labor and materials should be added to the project due to unforeseen conflicts with existing utilities and unknown information about the existing potable water system.

WHEREAS: The aforementioned modification would cause the following addition to the original pay item quantities contained in the contract documents:

Item 39	3" Insert-a-valve assembly and 6" Pipe Caps	EA.	1	\$12,060.00	\$12,060.00
Item 40	Hydrant Risers	L.S.	1	\$4,560.00	\$4,650.00
Item 41	Relocation of Fire Hydrant	EA.	1	\$1,500.00	\$1,500.00
Item 42	Crew Exploration Hours	HR.	90	\$ 275.00	\$24,750.00

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

Total of Overrun	\$24,551.10
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This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, T.L. Wallace Construction, Inc., Contractor and Arch Insurance Company, Surety, hereby agree that said Supplemental Agreement is hereby made a part of the Original Contract to be performed under the specifications thereof, and that the Original Contract is in full force and effect, except insofar as it might be modified by this Supplement Agreement.

DATED, this 11th day of December, 2019

T.L. Wallace Construction, Inc.

Arch Insurance Company

By:

Contractor

By:

Surety Kathleen B. Scarborough, Attorney-In-Fact

Witness:

Witness:

City of Hattiesburg

By:

Owner

Witness:

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Dewey B. Mason, Jim E. Brashier, Kathleen B. Scarborough, Loren R. Howell, Jr., Susan Skrmetta and Troy P. Wagener of Biloxi, MS (EACH)

Kimberly B. Barhum, David Robin Fortenberry, Mary Jones Norval and Richard Teb Jones of Hattiesburg, MS (EACH)

Joseph R. Beattie, Lisa R. Butler and Patrick T. Mason of Gulfport, MS (EACH)

Andrew P. Underwood of Mobile, AL

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

~~"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."~~

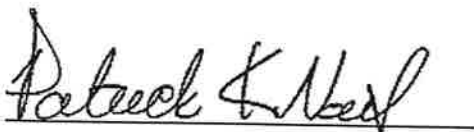
~~This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:~~

~~VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.~~

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 25th day of October, 2019.

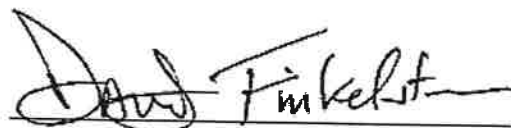
Attested and Certified

Arch Insurance Company



Patrick K. Nails, Secretary



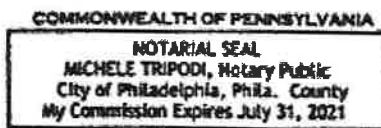


David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



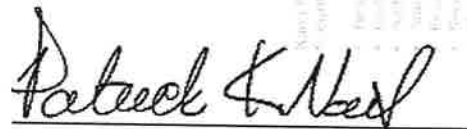


Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated August 1st, 2018 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 11th day of December, 2019.



Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
	Water Pipe Items								
1	2" & UNDER 150 PSI PVC WATER PIPE FOR CONNECTION (OPEN CUT)	LF	100	71		29	\$15.00		\$ 435.00
Reason: Minor Change									
2	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	LF	5710	5504		206	\$22.00		\$ 4,532.00
Reason: Minor Change									
3	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	LF	2620	2292		328	\$26.00		\$ 8,528.00
Reason: Field Conditions required less pipe. Also, to lessen impact on certain infrastructure and properties some pipe was installed.									
4	8" 200 PSI, DR9, HDPE (DIRECTION BORE) (INCL. ADAPTER FITTING)	LF	390	452	62		\$58.00	\$ 3,596.00	
Reason: To lessen impact on certain infrastructure and properties this quantity was increased.									
5	10" 200 PSI, DR9, HDPE (DIRECTION BORE) (INCL. ADAPTER FITTINGS)	LF	360	640	280		\$70.00	\$ 19,600.00	
Reason: To lessen impact on certain infrastructure and properties this quantity was increased.									
	Connection Items								
6	CUT AND CAP EXISTING WATER LINE IN PLACE	EACH	16	15		1	\$300.00		\$ 300.00
Reason: Minor Change									
7	CONNECTION: PROPOSED 6" TO EXISTING 2" (STRAIGHT-COUPLING)	EACH	1	1			\$500.00		
8	CONNECTION: PROPOSED 6" TO EXISTING 6" (HOT TAP W/ VALVE ASSEMBLY)	EACH	9	9			\$2,200.00		
9	CONNECTION: PROPOSED 6" TO EXISTING 8" (HOT TAP W/ VALVE ASSEMBLY)	EACH	3	2		1	\$2,200.00		\$ 2,200.00
Reason: Quantity reflects actual Field Requirement.									
10	CONNECTION: PROPOSED 6" TO EXISTING 10" (HOT TAP W/ VALVE ASSEMBLY)	EACH	4	3		1	\$2,300.00		\$ 2,300.00
Reason: Field Adjustment due to abstracting drain line.									

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
11	CONNECTION: PROPOSED 6" TO EXISTING 20" (HOT TAP W/ VALVE ASSEMBLY)	EACH	2	2			\$3,200.00		
12	CONNECTION: PROPOSED 6" TO PROPOSED 6"(TEE & OTHER FITTINGS)	EACH	2	2			\$550.00		
13	CONNECTION: PROPOSED 8" TO EXISTING 2" (HOT TAP W/ VALVE ASSEMBLY)	EACH	1	1			\$850.00		
14	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP W/ VALVE ASSEMBLY)	EACH	1	1			\$2,370.00		
15	CONNECTION: PROPOSED 8" EXISTING 6" (STRAIGHT-COUPLING)	EACH	1	0		1	\$510.00		\$ 510.00
Reason: Field Discovery rendered this item non-required.									
16	CONNECTION: PROPOSED 8" TO EXISTING 8" (HOT TAP W/ VALVE ASSEMBLY)	EACH	3	4	1		\$2,750.00	\$ 2,750.00	
Reason: Field Discovery increased Quantity.									
17	CONNECTION: PROPOSED 8" TO EXISTING 10" (HOT TAP W/ VALVE ASSEMBLY)	EACH	2	1		1	\$2,750.00		\$ 2,750.00
Reason: Quantity decreased due to discovery in field.									
18	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & OTHER FITTINGS)	EACH	2	2			\$800.00		
19	CONNECTION: PROPOSED 8" TO PROPOSED 8" (TEE & OTHER FITTINGS)	EACH	1	1			\$850.00		
VALVE ITEMS									
20	2" & UNDER INSERT-A-VALVE	EACH	5	4		1	\$900.00		\$ 900.00

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
21	6" GATE VALVE	EACH	4	5	1		\$790.00	\$ 790.00	
Reason: Field Requirement									
22	8" GATE VALVE	EACH	5	5			\$1,020.00		
FIRE PROTECTION ITEMS									
23	3 WAY FIRE HYDRANT W/ APPURTENANCES (INCL. TEE, VALVE, HYDRANT, BRASS, TAT, PIPE, & OTHER FITTINGS)	EACH	20	20			\$3,320.00		
SERVICE ITEMS									
24	RESIDENTIAL SERVICE TAP (ALL SIZES) (INCL: OPEN CUT SERVICE TUBING, TAPPING SADDLE, CORP STOP, ETC.)	EACH	127	113		14	\$350.00		\$ 4,900.00
Reason: Quantity based on actual field requirement.									
25	COMMERCIAL SERVICE TAP (ALL SIZES) (INCL: OPEN CUT SERVICE TUBING, TAPPING SADDLE, CORP STOP, ETC.)	EACH	0	0			\$1,000.00		
26	SERVICE TUBING (BORED) (ALL SIZES)	LF	2130	3149	1019		\$18.00	\$ 18,342.00	
Reason: Additional quantity requirement to property provided service connection.									
MISCELLANEOUS CONSTRUCTION									
27	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM FOR BASE REPAIR AT TRENCH	CY	600	625.25	25.25		\$22.00	\$ 555.50	
Reason: Increase in quantity required to properly restore area.									
28	CRUSHED AGGREGATE FOR ROAD REPAIR (SIZE 825)	TON	610	525		85	\$70.00		\$ 5,950.00
Reason: Site conditions required less material.									
29	ASPHALT PAVEMENT REPAIR (ALL DEPTHS)	TON	110	216.96	106.96		\$200.00	\$ 21,392.00	
Reason: Quantity increase required to properly restore area.									
30	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	SY	540	540			\$120.00		

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
31	CONCRETE SIDEWALK PAVEMENT REPAIR (ALL DEPTHS)	SY	52	37.48		14.52	\$120.00		\$ 1,742.40
Reason: Actual field requirements allowed decrease in quantity.									
32	BRICK SIDEWALK PAVEMENT REAPIR (ALL DEPTHS)	SF	40	74	34		\$27.00	\$ 918.00	
Reason: Increase required to properly restore structure.									
33	CONCRETE CURB & GUTTER REPAIR (MATCH EXISTING IN KIND)	LF	210	29		181	\$45.00		\$ 8,145.00
Reason: Original quantity decreased due to field requirements.									
34	LANDSCAPE RESTORATION(INC. TOP SOIL, PLANTS, MULCH, EATERING, ETC.)	SF	1800	425		1375	\$8.00		\$ 11,000.00
Reason: Quantity decresed due to field requirements.									
35	SOLID SOD (INCL. SOD, TOP SOIL, FERTILIZER, WATERING, ETC.)	SY	3800	4700	900		\$12.00	\$ 10,800.00	
Reason: Increase required to properly restore area.									
36	TEMPORARY EROSION CONTROL	LS	1	1			\$2,000.00		
37	MAINTENANCE OF TRAFFIC	LS	1	1			\$2,500.00		
38	MOBILIZATION	LS	1	1			\$20,000.00		
	SUPPLEMENTAL AGREEMENT NO. 1								
39	3" INSERT A VALVE 6" CAP		1	1			\$12,060.00	\$ 12,060.00	
40	HYDRANT RISERS		1	1			\$4,650.00	\$ 4,650.00	
41	MOVING HYDRANT (SUNSET)		1	1			\$1,500.00	\$ 1,500.00	
42	CREW EXPLORATION HOURS		90	90			\$275.00	\$ 24,750.00	
								\$ 78,743.50	\$ 54,192.40

PROJECT INCREASE
 \$ 24,551.10

Original Contract Amount	\$ 717,310.00
Overrun	\$ 24,551.10
Supplemental Agreement No. 1	\$ 42,960.00
Final Contract Amount	\$ 784,821.10



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Anthony Parker

cc:

Date: Tuesday, January 21, 2020

Re: Adopt Resolution authorizing application for the Mississippi State Department of Health FY2021 Violence Against Women Act (VAWA) S.T.O.P. Grant Program.
File Number: 2020-470
Minute Book #

Summary

MSDH FY2021 VAWA S.T.O.P. Grant Program

Recommendation Statement

I recommend adoption of a Resolution authorizing application for the Mississippi State Department of Health FY2021 Violence Against Women Act (VAWA) S.T.O.P. Grant Program.

Please place this on the January 21, 2020 City Council meeting for consideration.

RESOLUTION

WHEREAS, the City of Hattiesburg, Mississippi, works to provide victim advocacy services to victims of domestic abuse, stalking, sexual assault, and other violent acts; and

WHEREAS, the City of Hattiesburg desires to submit an application for the Mississippi State Department of Health, Office Against Interpersonal Violence, Fiscal Year 2021 Violence Against Women Act (VAWA) STOP Grant Program; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor of the City of Hattiesburg be authorized to apply for and accept grant funding, and that he be authorized to act as a representative of the City in this matter and to execute all necessary forms and documents on behalf of the City.

The above and foregoing resolution, after having been first reduced to writing, was introduced by Council Member_____, seconded by Council Member _____, and was adopted by the following roll call vote, to wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the resolution adopted, this the 21st day of January, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 21st day of January, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Appendix 2 – VAWA STOP Program Applicant Information

VIOLENCE AGAINST WOMEN ACT

The Office on Violence Against Women is a component of the United States Department of Justice (DOJ). Created in 1995, OVW implements the Violence Against Women Act (VAWA) and subsequent legislation, and provides national leadership on issues of sexual assault, domestic violence, dating violence, and stalking. Since its inception, OVW has supported a multifaceted approach to responding to these crimes by forging state, local and tribal partnerships among police, prosecutors, judges, victim advocates, health care providers, faith leaders, and others through implementation of grant programs authorized by VAWA. OVW grants help provide victims with the protection and services they need to pursue safe and healthy lives, while improving communities' capacity to hold offenders accountable for their crimes. There are two different funding sources within VAWA, STOP and SASP.

STOP

The Office on Violence Against Women (OVW) administers the STOP (Services, Training, Officers and Prosecutors) Formula Grant Program. The goal of the STOP program is to develop and strengthen law enforcement, prosecution and court strategies to combat violent crimes against women and to develop and strengthen victim services, including community-based, culturally-specific services in cases involving domestic violence, sexual assault, dating violence, and stalking. The target of the STOP Program is adult and youth victims. Youth is defined as "a person who is 11 to 24 years old."

The focus of the STOP Formula Grant Program is the implementation of comprehensive strategies addressing violence against women that are sensitive to the immediate and long-term needs and safety of victims and hold offenders accountable for their crimes by supporting domestic violence programs, sexual assault crisis programs, other non-profit, nongovernmental organizations, community based programs, as well as law enforcement, prosecutorial and court programs addressing domestic violence, sexual assault, stalking and dating violence. Each state, in making sub-awards under the STOP program, must allocate no less than 30 percent of the award for victim services (of which 10 percent must be allocated to culturally specific community-based organizations), 25 percent each for law enforcement and prosecution, and five percent to courts. The remaining 15 percent may be awarded at the state/territory's discretion within the statutory parameters of the program. In addition, no less than 20% of the total award is to be dedicated to addressing sexual assault across at least two of the aforementioned allocations.

All STOP awards will be issued in conformity with the VAWA final rule, effective December 29, 2016, and OMB Uniform Guidance, as well as the State of Mississippi's Implementation Plan for 2017-2020. For the full text of the new VAWA rule please refer to the following link: <https://www.federalregister.gov/documents/2016/11/29/2016-28437/conforming-stop-violence-against-women-formula-grant-program-regulations-to-statutory-change>. For the full

text of the OMB Uniform Guidance: (http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl). It is the responsibility of each applicant to become familiar with the provisions of the applicable rules. Organizations seeking to receive a copy of the STOP Implementation plan may contact Joy Jones, joy.jones@msdh.ms.gov.

The focus of the STOP Formula Grant Program is the implementation of comprehensive strategies addressing violence against women that are sensitive to the immediate and long-term needs and safety of victims and hold offenders accountable for their crimes by supporting state, local, and tribal courts (including juvenile courts); Indian tribal governments; units of local government; victim service providers; and culturally-and population-specific organizations.

ADDITIONAL ELIGIBILITY REQUIREMENTS FOR STOP FUNDING

Special Requirements for Law Enforcement, Prosecution and Court Applicants:

- All law enforcement applicants must:
 - Have in place an agency policy or SOP for response to domestic violence, sexual assault, stalking, and dating violence; and
 - Foster meaningful partnerships with local service providers to further the project purposes and include service providers in the preparation of the application.
- All prosecution applicants must:
 - Have an established office policy for the prosecution of domestic violence, sexual assault, stalking and dating violence; and
 - Foster meaningful partnerships with local service providers to further the project purposes and include service providers in the preparation of the application.
- All court applicants must:
 - Have in place a court policy for tracking and handling domestic violence, sexual assault, stalking and dating violence cases; and
 - Foster meaningful partnerships with local service providers or statewide victim advocacy organizations to further the project purposes and include service providers in the preparation of the application.

Civil Rights. In addition to any other applicable nondiscrimination statutes or regulations, organizations receiving VAWA funds must have in place nondiscrimination provisions prohibiting discrimination based on gender identity and sexual orientation. *Section 40002(b)(13) of the Violence Against Women Act of 1994, as amended.*

FUNDING AVAILABILITY

Funding Availability: Approximately \$1,500,000 is available for the FY 2021 grant period. OAIV anticipates making a maximum of 30 subgrants. As required in the MS STOP Implementation Plan, funds will be distributed as follows:

- 30% to Victim Services
- 30% to Law Enforcement
- 30% to Prosecution
- 10% to Courts

In determining the appropriate allocations, OAIV will consider the nature of the services provided or project described, not simply the organizational structure of the applicant. For instance, an award to a law enforcement agency employing a victim advocate may be categorized as victim service.

Applicants currently receiving VAWA STOP funds are eligible to apply for no more than the amount of the current award, unless otherwise approved by OAIV. Current awardees are not required to ask for these amounts. New applicants should submit a proposed budget based upon needs and which directly relates to the ability to carry out the project. All applicants should submit realistic requests for funding based upon the needs of the project, the needs of the community, the ability to provide match, and the sustainability of the project. All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

Applications will be reviewed on a competitive basis. Applicants are encouraged to submit projects including new and innovative approaches in their scope of services.

SPECIAL PRIORITIES

Cooperative Applications. OAIV encourages applications which seek to maximize limited resources, such as cooperative and/or joint applications from rural areas to expand the reach of services and response to domestic violence, dating violence, sexual assault and stalking.

Projects which increase support for underserved populations, particularly communities of color, in a culturally appropriate manner, with a special emphasis on addressing the African-American, tribal, and Lesbian, Gay, Bisexual, and Transgender (LGBT) communities, as well as individuals with disabilities and Deaf individuals will be given priority in consideration

Implementation of Risk or Lethality Assessment Protocols. Project which seek to implement evidence-based risk or lethality assessment protocols in courts, law enforcement and prosecution response to domestic violence, dating violence, sexual assault and stalking will be prioritized by OAIV.

STOP MATCH REQUIREMENTS

There is a 25% match requirement on grant funds under the STOP Program. ***Nonprofit victim services organizations and tribes are not required to provide match.*** All other organizations must provide the required match. Federal funds may be used to pay for up to 75% of the cost of the funded project. Please refer to Appendix 5, Instructions, for directions

on match calculation. Applicants may satisfy the required match with either cash contributions or in-kind contributions. No federal funds or goods or services obtained with federal funds may be used as match. No match waivers will be granted.

USE OF STOP FUNDS

Applications must address one or more of the program's priority and statutory purpose areas as defined by the current Mississippi STOP Implementation Plan for 2019-2022.

The STOP priority areas are:

- Improvement of Data Collection Systems for Offender Accountability
- Training for Law Enforcement, Prosecutors and Courts
- Supporting Law Enforcement, Prosecutor and Court personnel
- Direct and Interventive Sexual Assault Services
- Development of Culturally Competent Services for Underserved Populations
- Direct and Interventive Domestic Violence Services

The purpose areas are as follows:

- Provide Trauma-Informed, Culturally Competent Services to Victims of Domestic Violence, Sexual Assault, Dating Violence and Stalking. OAIV is specifically interested in funding projects which:
 - Provide trauma-informed, culturally competent services through the availability of 24-hour crisis lines, individual and group therapy for victims as well as their children, shelters and safe houses, criminal justice, legal and personal advocacy, and providing information and service referrals;
 - Assist the state in meeting the required sexual assault set-aside, by providing advocacy for sexual assault victims; support the efforts of the statewide sexual assault coalition; support training for service providers; and provide services for victims to include group and individual therapy, crisis counseling, education and referral services;
 - Address specific issues involving rural, underserved populations by geographically targeting those areas demonstrating needs in their communities through the promotion of autonomy and self-sufficiency for victims while improving their access (including transportation) to resources in order to enhance safety;
 - Provide training opportunities for victim service providers to enhance their skills and the level of services provided;
 - Address the special needs of Native American women living on and off the reservation through programs designed to meet specific cultural issues surrounding the intervention and response to Indian victims; or
 - Seek and develop relationships with culturally specific organizations to provide services in cooperation with traditional victim service organizations, or to provide

technical assistance to victim service organizations and law enforcement, prosecution and court entities to enhance their response to culturally-specific populations.

- Enhance the Capacity of Law Enforcement Entities to respond to and appropriately document domestic violence, sexual assault, dating violence and stalking cases (as well as other related crimes) to increase safety for victims and hold offenders accountable. OAIV is specifically interested in funding projects which:
 - Support dedicated officers to address the crimes of domestic violence, sexual assault, dating violence and stalking with a focus on building capacity in rural communities;
 - Support data-collection systems consistent with the National Incident Based Reporting System (NIBRS) to enable law enforcement to better document data and provide more reliable information to prosecutors and courts; and
 - Continue to provide training to law enforcement officers on domestic violence, stalking, sexual assault, and protection order enforcement, report writing, investigations and other aspects of responding to these crimes, particularly including law enforcement supervisors and incorporating train-the-trainer programs to expand the number of qualified individuals available to provide training.
- Enhance the capacity of prosecutors to successfully prosecute crimes of domestic violence, sexual assault, dating violence and stalking cases for the purposes of increasing victim safety and holding offenders accountable. OAIV is specifically interested in funding projects which:
 - Support dedicated prosecutors to address the crimes of domestic violence, sexual assault, dating violence and stalking with a focus on building capacity in rural areas;
 - Enhance data collection systems to enable prosecutors to track offenders cross-jurisdictionally and for all crimes, to better hold them accountable; and
 - Provide training for prosecutors to enhance prosecution skills in domestic violence, sexual assault, dating violence and stalking cases.
- Enhance the capacity of courts to monitor and track cases of domestic violence, sexual assault, dating violence and stalking to increase the safety of victims and to hold offenders accountable. OAIV is specifically interested in funding projects which:
 - Support data collection systems to enable courts to track offenders' history to better hold them accountable;
 - Support translators and interpreters for the courts statewide by funding individuals to become certified;
 - Support and improve coordination between law enforcement, victim services, and the courts through binding agreements with victim services programs to provide on-site victim court advocacy and counseling to domestic violence victims prior and during domestic violence court; and

- Provide enhanced statewide training to court personnel in the areas of domestic violence and sexual assault, including cultural and linguistic competency.
- Reducing Domestic Violence Related Homicides. OAIV is specifically interested in funding projects which:
 - Increase the ability of law enforcement to document and track domestic violence cases;
 - Promote and implement utilization of the Lethality Assessment Protocol; and
 - Support development of a local or statewide fatality review teams to review homicide cases to inform practices and policies.

Allowable Costs. The reasonableness of any costs in relation to the project goals and objectives will be reviewed by OAIV. Any expenses that are not 100% allocated to the STOP project (for instance rent payments for a building that houses VOCA, STOP and FVPSA funded staff or the cost of a copier used by all staff) must be pro-rated according to the actual percentage utilized by the STOP program staff. In the preparation of the budget justification narrative, applicants should be prepared to explain the basis for pro-ration.

- personnel, training, and operating expenses that promote the provision of CORE victim services, and the apprehension, prosecution and adjudication of persons committing violent crimes against women. ***Grant funds may be used only for expenses that directly relate to carrying out program activities that are designed to reach victims.***
- personnel costs directly associated with the project that are victim-focused and provide specialized training for staff members involved in the project. Personnel charged to the grant must provide **DIRECT** and **INTERVENTIVE** services to victims.
- salaries of prosecutors, law enforcement officers or judges, if the paid prosecutors, law enforcement officers, or judges are handling cases involving violence against women.
- purchase of equipment that will be used for the STOP project
- indirect costs if a subgrantee has a federally approved indirect cost rate. If there is no federally approved indirect cost rate, a "de minimus indirect cost rate" of 10% of Modified Total Direct Costs as defined in 2 CFR §200.414 is allowable.
- Food provision within the context of victim services (e.g. providing food in shelters) is permissible if the food is necessary or integral to providing services to women to enhance their safety.
- services for children aged 11 and up.
- services to men, however, the focus of the subgrant projects must be on violence against women. Men seeking to utilize those services cannot be denied due to their sex.
- services to incarcerated victims of domestic violence, dating violence, sexual assault, or stalking to the extent those services address the domestic violence, dating violence, sexual assault, or stalking victimization experienced by the incarcerated individual, including both such crimes experienced while incarcerated and crimes experienced at other points in their youth and adult lives.
- Legal services, such as housing, family law, public benefits, and other similar matters, as well as emergency legal assistance such as protection orders, emergency custody, etc, that

are related to the victimization.

- reasonable transportation costs that would enhance a woman's safety.
- services to victims of domestic violence, dating violence, sexual assault and stalking with substance abuse issues.
- sexual assault victims who are age 11 or older.
- child sexual abuse when the victim is now an adult, provided that the abuse occurred or continued when the victim was age 11 or older.
- alternative treatments for victims, however, specific justification for the type of approach, such as research on the benefits of the specific type of treatment to domestic violence or sexual assault survivors as well as justification that the cost of service was reasonable are required.
- children's services when there is an inextricable link and be the direct result of providing services for women. For example, STOP funds may support the expansion of battered women's shelter services to include programs for children of the women residing in the shelter.
- gift cards, however, these are only allowable to the extent that they are used for purposes that are otherwise an allowable use of STOP funds, such as to purchase groceries for victims. If use of gift cards is necessary to provide services to victims, subgrantees must ensure that effective control and accountability is maintained over gift cards and that those cards are used solely for authorized purposes.
- first month's rent for a victim of domestic violence as part of the provision of transitional housing.
- co-location of services under the purpose area for "maintaining core victim services and criminal justice initiatives, while supporting complementary new initiatives and emergency services for victims and their families."

Unallowable Costs

The following costs are unallowable in the STOP program. This is not an inclusive list, and applicants are directed to review the STOP program authorizing legislation, the STOP Final Rule, the DOJ Financial Guide, and OMB Uniform Guidance thoroughly. Any questions regarding permitted uses of funds should be directed to OAIV staff prior to application submission.

- Services for incarcerated victims (other than permitted elsewhere) such as rehabilitative services related to the crime committed by the incarcerated individual.
- criminal defense work, including defending women who assault, kill or otherwise injure their abusers.
- moving household goods to a new location or acquiring furniture or housing in a new location
- voucher programs
- purchase of vehicles
- immigration fees for battered immigrant women
- couples counseling or any intervention that requires participation by a victim or that is not designed to hold offenders accountable for their violent behavior
- general substance abuse counseling

- services that focus exclusively on children under age eleven (11)
 - Lobbying or advocacy activities with respect to legislation or to administrative change to regulations or administrative policy, whether conducted directly or indirectly;
 - Fundraising, except for fee-based or similar program income;
 - Capital improvements, property losses and expenses, real estate purchases, mortgage payments, and construction (including minor renovations such as painting);
 - Any fines, fees, or penalties which are imposed upon the subgrantee, including any late fees or interest charges on outstanding debt;
 - Costs of food and/or beverages for any meeting, conference, training, or other event. Food provision within the context of victim services permissible if the food is necessary or integral to providing services to enhance safety; and
 - Expenses of entertainment or alcoholic beverages.
-

Budget Detail Year 1

Organization Name: City of Hattiesburg

Agency Name: Hattiesburg Police Department

Fund Source: VAWA STOP

Project Title: Hattiesburg Police Department Victim Service Unit

Period Begin: 7/1/2020

Period End: 6/30/2021

Name	Position	Computation					Non-Federal Match			Total Federal/State Funds
		Annual Salary or Hourly Rate	Type of Rate	Hours Worked	Percentage of Time	Total Project Cost	Cash	In-kind	Total Match	
Whitney Harper	Victim Advocate	\$29,996.00	salary	2080	100%	\$ 29,996.00			\$ -	\$ 29,996.00
Total(s)						\$ 29,996.00	\$ -	\$ -	\$ -	\$ 29,996.00

Personnel Narrative

The victim advocate will offer victims information, emotional support, and help finding resources and filling out paperwork. The advocate may also contact organizations, such as criminal justice or social service agencies, to get help or information for victims. The advocate will rotate on call for after hours assistant to victims if needed.

B. Payroll Taxes

Description	Computation					Non-Federal Match			Total Federal/State Funds
	Type	Cost Base	Rate	% of Time	Total Project Cost	Cash	In-kind	Total Match	
Funded personnel	FICA	\$ 29,996.00	7.65%	100.00%	\$ 2,294.69	\$573.67		\$ 573.67	\$ 1,721.02
Funded personnel	Unemployment Taxes	\$ 29,996.00	0.50%	100.00%	\$ 149.98	\$ 37.49		\$ 37.49	\$ 112.49
Total(s)					\$ 2,444.67	\$ 611.16	\$ -	\$ 611.16	\$ 1,833.51

Payroll Taxes Narrative

The item includes necessary payroll taxes for funded staff, Whitney Harper. The cost base is the total salary allocate to the project. FICA rate is calculated at 7.65% and the unemployment rate is 0.50%. We are matching each line item of payroll taxes with a 25% cash match.

C. Fringe Benefits

Name	Computation (Note - If Type is "Combination", describe in narrative.)					Non-Federal Match			Total Federal/State Funds
	Type	Cost Base	Rate	% of time	Total Project Cost	Cash	In-kind	Total Match	
Whitney Harper	Health	Monthly	\$ 354.27	100.00%	\$ 4,251.24	\$ 4,251.24		\$ 4,251.24	\$ -
Whitney Harper	Other	Monthly	\$ 5.33	100.00%	\$ 63.96	\$ 63.96		\$ 63.96	\$ -
Whitney Harper	Other	Monthly	\$ 154.98	100.00%	\$ 1,859.76	\$ 1,859.76		\$ 1,859.76	\$ -
Whitney Harper	Other	Monthly	\$ 434.94	100.00%	\$ 5,219.28	\$ 5,219.28		\$ 5,219.28	\$ -
Total(s)					\$ 11,394.24	\$ 11,394.24	\$ -	\$ 11,394.24	\$ -

Fringe Benefits Narrative

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.

D. Travel - In State

Purpose of Travel	Conference & Location or	Item	Computation	Non-Federal
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	Coverage area		(Note - If Item is "Mileage", leave "# of Staff" blank.)			Match			Total Federal/State Funds
			Rate or Cost	# of Staff	# of Miles or Nights/Days	Total Project Cost	Cash	In-kind	Total Match
Conference	TBD	Lodging	\$125.00	1	3	\$ 375.00	\$93.75		\$ 93.75
Conference	TBD	Meals	\$ 46.00	1	3	\$ 138.00	\$ 34.50		\$ 34.50
Conference	TBD	Other	\$250	1	1	\$ 250.00	\$ 62.50		\$ 62.50
Total(s)						\$ 763.00	\$ 190.75	\$ -	\$ 190.75
									\$ 572.25

Travel - In State Narrative

The City of Hattiesburg will provide travel expenses for the advocate to attend local conferences in Mississippi. Expenses necessary for attendance at the upcoming conference includes lodging at \$125 per night for 3 nights; meals for one employee at the state meal reimbursement rate of \$46 per day for 3 days and 1 day travel conference. Match is calculated at 25% of each line item.

E. Travel - Out of State

Purpose of Travel	Conference & Location or Coverage area	Item	Computation (Note - If Item is "Mileage", leave "# of Staff" blank.)			Non-Federal Match			Total Federal/State Funds
			Rate or Cost	# of Staff	# of Miles or Nights/Days	Total Project Cost	Cash	In-kind	Total Match
Conference	Orlando, FL	Lodging	\$ 127.00	1	5	\$ 635.00			\$ -
Conference	Orlando, FL	Meals	\$ 55.00	1	5	\$ 275.00			\$ -
Other	Orlando, FL		\$ 575.00	1	1	\$ 575.00			\$ -
Total(s)						\$ 1,485.00	\$ -	\$ -	\$ -
									\$ 1,485.00

Travel - Out of State Narrative

The Victim Advocate will travel to the 46Th Annual NOVA Conference July 26-31in Orlando, FL The training provides caregivers with techniques to best deliver critical education and emotional first aid to victims, survivors and community members in the event of a mass-casualty or natural disaster.This conference focuses on the intersection of technology and domestic and sexual violence, stalking and trafficking. The Victim Advocate will gain knowledge and obtain resources to use in the City of Hattiesburg. The total cost of this trip is \$1485: lodging is \$127 per day for 5 days = \$635; meals are \$55 per day for 4 days = \$275 and registration is \$575. The City of Hattiesburg will provide transportation to and from the Orlando FL, which will be 1186 miles roundtrip, no reimbursement needed for mileage.

F. Contractual

Purpose	Description	Computation					Non-Federal Match			Total Federal/State Funds
		Cost Base	Rate	Quantity	Total Budget Expense	Percentage	Total Project Cost	Cash	In-kind	Total Match
					\$ -		\$ -			\$ -
Total(s)							\$ -	\$ -	\$ -	\$ -

Contractual Narrative

G. Commodities

Purpose	Description	Computation	Non-Federal	Total
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							Total Project Cost	Match			Federal/State Funds
		Cost Base	Rate	Quantity	Total Budget Expense	Percentage		Cash	In-kind	Total Match	
Education and outreach		per month	\$107	12.00	\$ 1,284.00	100.00%	\$ 1,284.00	\$ 321.00		\$ 321.00	\$ 963.00
Total(s)								\$ 1,284.00	\$ 321.00	\$ -	\$ 963.00

Commodities Narrative

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. 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.

H. Capital Outlay Equipment

Purpose	Description	Computation					Total Project Cost	Non-Federal Match			Total Federal/State Funds
		Cost Base	Rate	Quantity	Total Budget Expense	Percentage		Cash	In-kind	Total Match	
					\$ -		\$ -			\$ -	\$ -
Total(s)								\$ -	\$ -	\$ -	\$ -

Equipment Narrative

J. Other Costs

											Total Federal/State Funds
					\$ -		\$ -			\$ -	\$ -
											\$ -

Other Costs Narrative

J. Indirect Costs

(10% de minimis rate: enter amount from separate Indirect Cost Calculator)

Description	Cost Base	Indirect Cost Rate	Total Federal Funds
Indirect Costs			\$ -

Total \$ -

Indirect Costs Narrative

Totals				
Non-Federal Match			Total Federal/State Grant Funds	Total Project Budget
Cash	In-kind	Total Match		
\$ 12,517.15	\$ -	\$ 12,517.15	\$ 34,849.76	\$ 47,366.91

Budget Summary**Organization Name:**City of Hattiesburg**Agency Name:**Hattiesburg Police Department**Fund Source:**VAWA STOP**Project Title:**Hattiesburg Police Department Victim Service UTotal
Project
Budget

Budget Year 1

Budget Category	Federal/State Funds	Non-Federal Match	
A. Personnel	\$ 29,996.00	\$ -	\$ 29,996.00
B. Payroll Taxes	\$ 1,833.51	\$ 611.16	\$ 2,444.67
C. Fringe Benefits	\$ -	\$ 11,394.24	\$ 11,394.24
D. Travel - In State	\$ 572.25	\$ 190.75	\$ 763.00
E. Travel - Out of State	\$ 1,485.00	\$ -	\$ 1,485.00
F. Contractual	\$ -	\$ -	\$ -
G. Commodities	\$ 963.00	\$ 321.00	\$ 1,284.00
H. Equipment	\$ -	\$ -	\$ -
I. Subsidies, Loans and Grants	\$ -	\$ -	\$ -
Total Direct Costs	\$ 34,849.76	\$ 12,517.15	\$ 47,366.91
J. Indirect Costs	\$ -		\$ -
Total Project Costs	\$ 34,849.76	\$ 12,517.15	\$ 47,366.91

Percent of Grant Request to Total	74%	74%
Percent of Match to Total	26%	26%
Percent Project Total	100%	100%

Project Narrative

1

BACKGROUND:

The Hattiesburg Police Department (HPD) was established in 1903. The mission of the Hattiesburg Police Department is to continually strive to serve the public in the most effective, efficient and professional manner possible and to work cooperatively with the public to provide a safe environment for all citizens. The Victim Service Unit is in the Criminal Investigation Division of the HPD; the Victim Service Unit was established in 2008, but the Hattiesburg Police Department has had Victim Advocates several years before the Unit began. The Victim Service Unit has received funding from the Office on Violence Against Women for the past eight years. The Hattiesburg Police Department also has programs including DARE (Drug Abuse Resistance Education) and PAL (Police Athletic League).

The Hattiesburg Police Department has two Victim Advocate positions. One is grant-funded and the other is funded by the Police Department. When a major crime involving a victim occurs, the Victim Services Unit's Victim Advocate is contacted. Each Advocate rotates being on-call weekly and this individual is available to the police 24 hours a day for the entire on-call week.

The Victim Advocate(s) is required to attend six court sessions a week: Monday In-Jail First Appearance Sessions at 1 p.m., Tuesday First Appearance Sessions at 8:30 a.m. and 1:30 p.m., Wednesday Trial Sessions at 8:30 a.m. and 1:30 p.m., and Friday afternoon In-Jail First Appearance Sessions at 1 p.m. For each of these court sessions, the Victim Advocate(s) reviews the case work of the cases on their docket and provides the court with a detailed criminal history of the defendant in regard to related offenses (i.e. prior cases of domestic abuse, domestic

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disturbances, domestic simple assaults, harassing/threatening phone calls, stalking, etc.). On trial dates, the Victim Advocate meets with the victim to explain the process of the trial, obtain information regarding the defendant and the incident that occurred, and help the victim feel as much at ease as possible. During the trial, the Victim Advocate stands before the judge with the victim, assisting her detail her story and making recommendations of dispositions.

When not in court, the Victim Advocate(s) completes a variety of other duties. The Victim Advocate(s) sorts through police reports to find cases that fall under their prevue and to make contact with these victims through letters. The Victim Advocate(s) is also responsible for maintaining monthly records reflecting the totals on the types of victims that they have served throughout the month (i.e. a running tally of how many victims of domestic violence, domestic simple assault, rape, vandalism, etc.). Victim Advocates conduct telephone or letter follow-ups and actively participate in community activities geared toward public awareness of related issues such as Crime Victims' Rights Week and Domestic Violence Awareness Month activities. Victim Advocates are also responsible for providing educational training to law enforcement officers, local schools, neighborhood associations, churches, and military personnel on an as needed basis.

PROBLEM TO BE ADDRESSED/NEED FOR PROJECT :

The target population consists of any female victims of domestic abuse, stalking, sexual assault, or any other violent act. Females between the ages of 18 and 52 have demonstrated themselves to be particularly vulnerable to incidents of domestic violence, sexual assault, and other violent

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acts and as such, will need to be a focal point in our efforts. Statistics have also shown that young African-American females in our community are at a greater risk for victimization. Another demographic in need of specific attention is the Latino community, which has experienced a sharp increase in incidents of domestic violence, sexual assault, and other violent acts. The community of Hattiesburg would benefit from more outreach resources. Additional affordable confidential counseling as well as rehabilitation and emergency shelters for victims of these crimes need to be offered. Because more than 75% of these victims are mothers, there should more services for job assistance and stable homes where the suspect is the sole income provider. The Victim Service Unit wrestles with gaining trust of the victims while trying to assist them.

GOAL(S), OBJECTIVES AND ACTIVITIES:

Goal 1: Reduce the frequency of incidents of domestic violence, stalking and sexual assault among women in the City of Hattiesburg, paying particular attention to females between the ages of 18-52.

Objective 1.1: To increase awareness of domestic violence, stalking and sexual assault in the community of Hattiesburg from June 30, 2019 to July 1, 2020, paying particular attention to females between the ages of 18-52.

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Activity 1.1: Victim Advocate(s) release public service announcements regarding domestic violence to media outlets such as television, radio and social media from June 30, 2019 to July 1, 2020. Post on social media regarding domestic violence once a week from June 30, 2019 to July 1, 2020, targeting females ages 18-52.

Objective 1.2: To conduct six community awareness events in the City of Hattiesburg on domestic violence, stalking and sexual assault from June 30, 2019 to July 1, 2020.

Activity 1.2: Victim Advocate(s) will conduct events for local awareness initiatives such as National Crime Victim's Rights Week, Stepping Out Against Violence, It May Hurt to Walk Away 5K, and Domestic Violence Awareness Month to promote community awareness of domestic violence.

Goal 2: Serve the City of Hattiesburg as Victim Advocate(s) for women experiencing violence.

Objective 2.1: To attend and aid in 100% of court proceedings involving victims of domestic violence, stalking and sexual assault in the City of Hattiesburg from June 30, 2019 to July 1, 2020.

Activity 2.1: Victim Advocate(s) attends all court hearings and is available to elaborate or provide a clearer understand to victims.

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Objective 2.2: To serve as a mediator between City law enforcement and 100% of the victims from June 30, 2019 to July 1, 2020.

Activity 2.2: Victim Advocate(s) maintains communication with victims via telephone and mail updating them on court proceedings and suspect releases, restitution, and changes that may arise.

Objective 2.3: To further the Victim Advocate's knowledge and understanding of the field of interpersonal violence including evidence-based practices and lessons learned by September 2019.

Activity 2.3: Victim Advocate attends End Violence Against Women International Conference to gain knowledge about evidence-based practices and obtain resources to use in the City of Hattiesburg.

Goal 3: Provide appropriate service referrals to victims of domestic violence, stalking and sexual assault in the City of Hattiesburg.

Objective 3.1: To provide referrals to 100% of the victims of domestic violence, sexual assault and stalking referred to the Victim Services Unit with outside agencies for mental and physical needs from June 30, 2019 to July 1, 2020.

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Activity 3.1: Victim Advocate(s) provide service referrals to victims of domestic violence, sexual assault and stalking for mental and physical needs.

IMPLEMENTATION TIMELINE FOR ACCOMPLISHING KEY GRANT ACTIVITIES:

Task	Individual Responsible	Date of Completion
Release public service announcements regarding domestic violence to media outlets such as television, radio and social media.	Victim Advocate(s)	6/30/2020
Participate in local, statewide, and national awareness initiatives such as National Crime Victim's Rights Week, Stepping Out Against Violence, It May Hurt to Walk Away 5K, and Domestic Violence Awareness Month.	Victim Advocate(s)	6/30/2020
Attend all court hearings and are available to elaborate or provide a clearer understand to victims.	Victim Advocate(s)	6/30/2020
Maintain communication with victims via telephone and mail updating them on court proceedings, etc.	Victim Advocate(s)	6/30/2020
Provide referrals to victims for mental and physical needs.	Victim Advocate(s)	6/30/2020
Provide educational training to local schools, neighborhood associations, churches and military personnel.	Victim Advocate(s)	6/30/2020
End Violence Against Women International Conference.	Victim Advocate(s)	4/30/2020

DATA COLLECTION PROCEDURE

The output of a decrease in the overall incidents of domestic violence, stalking and sexual assault will be collected and documented by the Victim Advocate(s). Every Monday, the Victim Advocate(s) counts and documents the type of interpersonal violence reported along with demographic data like age, sex and race of the victim as well as the outcome of court cases. At

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the end of each month, this data is recorded in the monthly progress reports. The Annual Progress Reports are a combination of all the monthly reports. Crime Scene Analysis keeps records of all incidents of interpersonal violence as well. Victim Advocate(s) also keep personal logs of their interactions with victims through phone consultations, office visits, call-outs, and letter correspondence. Call-out reports are submitted by the Victim Advocate to their immediate supervisor (Lt. Latosha Myers) the day after the call-out. Personal logs are consulted by the Victim Advocate's immediate supervisor on an as-needed basis.

Photos and videos will be taken at each event/activity held. A survey will be administered at the community events the Victim Service Unit has. The data will be used for planning future events. In addition, the number of public service announcements, social media posts, events, court hearings attended, phone calls made, letters sent and service referrals made will be tracked by the Victim Advocate(s).

Evaluation

The Hattiesburg Police Department will contribute staff including one grant-funded Victim Advocate and one HPD-funded Victim Advocate; time of the Victim Advocate's supervisor; equipment used in victim interviews; office space; technology including a computer, telephone and cell phone, materials and the collaborations of other organizations. The HPD Victim Service Unit maintains a continuous collaborative partnership with various community organizations. This networking is a valuable connection to many community resources that

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greatly benefit the females ages 18-52 in the City of Hattiesburg. The Victim Services Unit collaborates with the Schaffer Center for Crisis Intervention, Domestic Abuse Family Shelter, Inc., Pine Belt Mental Health Resources, Legal Services, the University of Southern Mississippi's Counseling Services, the City of Laurel's Domestic Abuse Family Shelter, the City of Laurel's Victim Advocates and the City of Laurel's District Attorney, the University of Southern Mississippi's Athletic Department, Delta Sigma Theta, Alpha Chi Omega, Court Programs, Coke and Kid Hubs. External factors such as changes in state and federal laws could change how the Victim Service Unit operates.

SUSTAINABILITY PLAN

The Victim Service Unit would continue with funding through the Hattiesburg Police Department (through the City of Hattiesburg's General Fund) if grant funding is no longer available. Without the grant funds, some elements of the projected budget would most likely be eliminated. Some items that may disappear would include continued education for the Victim Advocate through conference attendance, equipment to be used in victim interviews and with the Victim Intervention Program, and funds for conducting community awareness events. The Victim Service Unit has received contributions from community sources at special events in the past. The Hattiesburg Police Department recognizes the value of the services of the Victim Service Unit and wishes for its continued success.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, January 21, 2020

Re: Approve Amendment to the Agreement with Southern Mississippi Planning & Development District (SMPDD) regarding the development of a Pavement Management Plan for the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (MPO), replacing the agreement approved 7/16/2019 in its entirety and authorize the Mayor to execute the same.
File Number: 2020-469
Minute Book #

Summary

Amendment to the Pavement Management Plan

Recommendation Statement

I recommend approval of Amendment to the Agreement with Southern Mississippi Planning & Development District (SMPDD) regarding the development of a Pavement Management Plan for the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (MPO), replacing the agreement approved 7/16/2019 in its entirety. This will have no impact to total cost.

Please place this on the January 21, 2020 City Council meeting for consideration.

PROFESSIONAL SERVICES CONTRACT

Pavement Management Plan

Project No: FY-1(110)/107845-101000/ **2019-1001**

Forrest and Lamar County

This CONTRACT, is made and entered into by and between the **Hattiesburg-Petal-Forrest-Lamar MPO**, a body Politic of the State of Mississippi (the "LPA"), and, **Southern Mississippi Planning & Development District** (the "CONSULTANT"), a/an **501 (c) (3)**, duly licensed and registered to do business in the State of Mississippi, whose address for mailing is **10441 Corporate Drive, Suite 1, Gulfport, MS 39503**. This CONTRACT shall be effective September 5, 2019.

WITNESSETH:

WHEREAS, the LPA requires consultant services for the purposes of **developing a comprehensive Pavement Management Plan**, as provided for in Project No. FY-1(110)/107845-101000/**2019-1001**, hereinafter called the "PROJECT"; and

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services as stated above, hereinafter called the "SERVICES"; and

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those SERVICES, and the LPA has relied upon such representation; and

WHEREAS, the CONSULTANT herein was selected through a Consultant Selection Process pursuant to the Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory by the LPA; which is now desirous of entering into a CONTRACT;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby CONTRACT and agree as follows:

ARTICLE I. GENERAL RECITALS

The CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. SERVICES provided by the CONSULTANT under this CONTRACT shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. In so doing, the CONSULTANT shall comply with all terms of this CONTRACT, including the Scope of Work and other exhibits, to the satisfaction of the LPA, which shall include any special requirements of the LPA. The CONSULTANT shall perform all SERVICES according to the terms of the CONTRACT, including all technical specifications and according to the prevailing industry standards, including standards of conduct and care, format and content.

The LPA, in support of the CONSULTANT, will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to the CONSULTANT and within the possession and control of the LPA.

Manuals, guides, standards, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and the FHWA and in effect on the effective date of this CONTRACT, unless otherwise specified in this CONTRACT or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall perform the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM, TERMINATION

This CONTRACT shall commence September 5, 2019 and continue until such time as the above named project is successfully completed to the satisfaction of the LPA (as demonstrated by the issuance of final payment) **or until September 30th, 2020**, at 11:59 p.m., whichever comes first, at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment for SERVICES rendered prior to the date of termination. In addition to payment for SERVICES rendered prior to the date of termination, the LPA shall be liable only for the reasonable costs, fees and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

Time is of the essence in this CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES by the date of execution of this CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2" which, when approved by final execution of this CONTRACT, shall control the evaluation of the CONSULTANT'S progress on this PROJECT.

The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor and, said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT shall not make any claim, demand or application for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and designated agents designated in this CONTRACT.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in Exhibit 3.

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a required invoice is attached as "Exhibit 4"). All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. Monthly payments will be made on the basis of a certified time record. The LPA retains the right to verify time and expense records by audit of any or all the CONSULTANT'S time and accounting records at any time during the life of this CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other federal agency may audit the same records at any time during the life of this CONTRACT and up to three years thereafter, should the funding source for all or any part of this CONTRACT be funds of the United States of America.

C. Progress Reports

The CONSULTANT shall provide the LPA monthly progress reports on two documents. The first document shall be a narrative outline of work performed during the billing period for which the CONSULTANT has submitted an invoice. The second document shall be a spreadsheet that indicates the amount of progress for each designated "Part" of the Scope of Work of the CONTRACT. If a contract is for a duration of 30 days or less, the provisions of this paragraph are waived. Otherwise, waiver of the provisions of this paragraph shall only be by written consent of the LPA.

D. Record Retention

The CONSULTANT shall maintain all time and expense records related to the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of this CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA'S expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The LPA will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the CONTRACT. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for payment for work done, materials furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims for payment, whether known or unknown, for and on account of said CONTRACT, including payment for all work done, and labor and material furnished in connection with the same. Failure to perform, to the satisfaction of the LPA, all terms of this CONTRACT, which include the Scope of Work and other exhibits, any technical specifications, and special requirements of the LPA, or the CONSULTANT'S failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the CONSULTANT without additional compensation. Neither the LPA's review, approval or acceptance of, nor payment for, the SERVICES required under this CONTRACT shall be construed to operate as a waiver of any rights under this CONTRACT, or of any cause of action arising out of the performance of this CONTRACT. The CONSULTANT shall be and remain liable to the LPA for all damages to the LPA caused by the CONSULTANT's negligent acts, errors and/or omissions in the performance of any of the SERVICES furnished under this CONTRACT. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation. Notwithstanding inspection and acceptance by the LPA or any provision concerning the conclusiveness thereof, the CONSULTANT represents that SERVICES performed and work product(s) provided under this CONTRACT conform (or exceed) the requirements of this CONTRACT.

The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES being provided under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, designs, studies, maps, or other work product(s) prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, designs, studies, maps, and other work product(s) prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its contractual and professional obligations. CONSULTANT shall correct, at its expense, any of its breaches, negligent acts, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the LPA, to the satisfaction of the LPA, and shall be responsible for any negligent acts, errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including any negligent acts, errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction or any phase of work, then an accounting of all costs incurred by the LPA resulting from such breach, including any negligent acts, errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

During construction or any phase of work performed by others based on the services provide by the CONSULTANT for this CONTRACT, the CONSULTANT shall confer with the LPA when requested for the purpose of interpreting the information, clarification of any ambiguities, and/or to correct any negligent acts, error or omission without additional compensation. The CONSULTANT shall prepare any plans or data needed to correct the negligent acts, error or omission without additional compensation, even though acceptance and/or final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes once notified by the LPA so there will be a minimum of delay to the contractor.

When notified by the LPA of potential negligent acts, errors and/or omissions, during the development, construction, or any phase of the project, the CONSULTANT shall establish and maintain cost accounting records to segregate all costs associated with the evaluation and correction of any negligent acts, errors and/or omissions. All costs associated with any negligent acts, errors and/or omissions, including direct or indirect, must be borne by the CONSULTANT. If after written notice from the LPA, the CONSULTANT fails or refuses to correct any negligent acts, errors and/or omissions, the LPA may, by contract or otherwise, correct or replace with similar services and charge to the CONSULTANT the cost occasioned to the LPA thereby, or offset and withhold a sum equal to said cost to the LPA from payments on any existing contract(s) with the CONSULTANT or against any sums due the CONSULTANT under the terms of this CONTRACT or any other active contract(s).

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense, including reasonable attorney fees, to the extent caused by any negligent act, actions, neglect, error or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which the LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property to the extent caused by or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations,

shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify the CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving the CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at MDOT's request, copies of insurance policies of the following:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
- C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim; One Million Dollars (\$1,000,000.00) annual aggregate.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel shall have sufficient coverage, or CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should CONSULTANT cease to carry the errors and/or omissions coverage listed above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the MDOT. For breach or violation of this warranty, the LPA shall have the right to annul this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be negotiated and executed between the parties in the event that both parties agree the CONSULTANT'S compensation should be increased due to an increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of MDOT, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before the modifications, amendments, or addenda become effective.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the contract maximum not to exceed amount, extensions of time or changes in the goals and objectives of this CONTRACT may be made by written notification of such change by either the MDOT or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, subcontract, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Consent by the LPA to any subcontract shall not relieve the CONSULTANT from any of its obligations hereunder, and the CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontracts documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report). The CONSULTANT shall pay all retainage owed to the subconsultant for satisfactory completion of the accepted work within 15 days after receipt of payment.

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, documents, computer information and access, software, drawings, studies, notes, maps and other data and products, prepared by and for the LPA under the terms of this CONTRACT shall become and remain the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA, regardless of any claim or dispute between the parties. All such data and products shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for SERVICES and each party considers the products and results of the SERVICES to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA 'S rights shall include, without limitation, the rights to publish, re-

publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

All approved releases of information, findings, and recommendations shall include a disclaimer provision and all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in Forrest County, Mississippi, and all questions including but not limited to questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in Forrest County, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. The CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for compliance with TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. The CONSULTANT shall comply with the provisions set forth in Department of Transportation regulations, Uniform Administrative Requirements for Grants and Cooperative Agreements, 49 CFR, Part 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements (as amended) in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in “Exhibit 5”.
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also

acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT

- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are 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 LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

- A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work

stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) Cancel the stop work order; or
- (2) Terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of MDOT'S or the LPA's intentions to ask the LPA or CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

- B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.
- C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for SERVICES rendered prior to the Termination. In addition to payment for SERVICES rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

The CONSULTANT agrees that Key Personnel identified as assigned to phases hereunder as set forth in this CONTRACT or as established in the organizational chart of the CONSULTANT's proposal, shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties:

LPA:

For Contractual Matters:

Andrew Ellard
Director
Urban Development
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401
Phone: (601) 545-4609
Fax: (601) 544-0392
aellard@hattiesburgms.com

For Technical Matters:

Lamar Rutland, P.E.
Director
Engineering Department
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401
Phone: (601) 554-1006
Fax: (601) 545-4592
rutland@hattiesburgms.com

CONSULTANT:

For Contractual Matters:

Leonard Bentz
Executive Director
Southern Mississippi Planning and
Development District
10441 corporate Drive, Suite 1
Gulfport, MS 39503
Phone: (228) 868-2311
Fax: (228) 868-2550
lbent@smpdd.com

For Technical Matters:

Kristyn Gunter
Business Outreach Division Director
Southern Mississippi Planning and
Development District
10441 Corporate Drive, Suite 1
Gulfport MS, 39503
Phone: (228) 868-2311
Fax: (228) 868-2550
kgunter@smpdd.com

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____, 20____.

City of Hattiesburg, MS

Mayor Toby Baker

WITNESS this my signature in execution hereof, this the ____ day of _____, 20____.

Southern Mississippi Planning Development District

Leonard Bentz

ATTEST: _____

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses
4. Sample Invoice
5. Notice to the CONSULTANT
6. The CONSULTANT'S Certificate Regarding Debarment, Suspension and Other Responsibility Matters
7. Certification of the LPA
8. This Exhibit was intentionally left blank
9. Prime Consultant / Contractor EEV Certification and Agreement

EXHIBIT 1

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR
TO ENTER INTO CONTRACTUAL AGREEMENTS, TO LOAN
FUNDS AND TO BORROW FUNDS CONSISTENT WITH THE
PURPOSES AND MISSIONS OF SOUTHERN MISSISSIPPI
PLANNING AND DEVELOPMENT DISTRICT (SMPDD) IN THE
ORDINARY COURSE OF BUSINESS OPERATIONS

WHEREAS, SMPDD was established to provide and promote economic development, community development, job training, workforce development, assistance to aging, planning assistance and loan programs and other programs within the geographic region of SMPDD; and,

WHEREAS, the Board of Directors of SMPDD engaged an Executive Director with the requisite knowledge, experience, training and skill to supervise, manage, oversee and administer the programs, finances, budget, personnel and day to day operations of SMPDD; and,

WHEREAS, the Board of Directors of SMPDD desires to authorize the Executive Director of SMPDD to enter into contractual agreements to purchase, lease, transfer, assign, convey, and pledge, services and/or commodities or personal property for and on behalf of SMPDD and to borrow or loan such funds as may be necessary and appropriate in the ordinary course of business to accomplish the purposes and missions for which SMPDD was established and created.

NOW, THEREFORE, upon motion duly made by Dr. Jesse Smith, seconded by Johnny Bennett, and carried by a majority of the members of the Board of Directors present and voting, SMPDD does hereby RESOLVE to authorize the Executive Director to enter into any and all contractual agreements to purchase, lease, transfer, assign, convey, borrow, loan and pledge, any and all services and/or commodities or personal property of any type or nature whatsoever for and on behalf of SMPDD, including agreements to borrow funds from financial institutions having a principal place of business located in the geographic region of SMPDD and agreements to loan funds to such persons or entities located within the geographic region of SMPDD for use and purposes which consistent with the purposes and mission of SMPDD.

BE IT RESOLVED, this the 14th day of August, 2019.

SOUTHERN MISSISSIPPI PLANNING AND
DEVELOPMENT DISTRICT, INC.

BY: Lynn Cardridge
President

ATTEST: Scott Smith

EXHIBIT 2

SCOPE OF WORK

The CONSULTANT shall develop a Pavement Management Plan to benefit the participating jurisdictions of the HPFL-MPO. The Scope of this project includes review of all non-state maintained roadways in the City of Hattiesburg and all non-state maintained roadways in unincorporated Forrest County. The CONSULTANT shall perform the following tasks unless specifically stated otherwise:

Task 1 – Inventory and Assessment of Non-State Maintained Roads & Data Processing

Task 1A: Inventory and Assessment of Non-State Maintained Roads:

The CONSULTANT shall conduct a windshield condition survey while collecting video footage of the road network. The PASER rating system will be utilized due to its simplicity and ease of understanding for both technical and non-technical personnel.

Activities will include:

- ✓ Hold a kickoff meeting with members of the MPO participating entities
- ✓ Gather existing GIS Data and other relevant information from the MPO
- ✓ Convert data received from MPO for project use
- ✓ Create draft road network map and conduct data confirmation review with GIS department
- ✓ Conduct windshield condition survey of 1326 miles of roadway applying PASER ratings for 60'-120' segments (includes collecting video of entire rated network)
- ✓ Conduct In-house QA/QC

Task 1B: Roadway Network Data Processing:

The CONSULTANT shall then edit GIS linework to assign PASER ratings, lane count and estimated lane width, taken from aerial imagery, for each roadway segment.

Activities will include:

- ✓ Database setup
- ✓ Data Download and Conversion
- ✓ Edit GIS linework of the existing roadway network showing roadway rating and including the approximate lane count and estimated lane width based on aerial imagery.
- ✓ Video Quality Assurance

Task 2 – Analysis, Recommendations and Planning

The CONSULTANT will conduct two treatment meetings to be attended by the City of Hattiesburg and Forrest County. The treatment meetings will be held to discuss initial results of the assessment of the roadway network. These meetings will facilitate the selection of appropriate roadway treatments, and maintenance and improvement alternatives for planning purposes based on each agency's budget constraints. During this task, the CONSULTANT shall also collect current product pricing and bid-tab information from the participating jurisdictions so that budget planning accurately reflects the potential costs to the agencies.

Secondly, based on input received during treatment meetings, the CONSULTANT will develop both short-term and long-term planning strategies for Hattiesburg and Forrest County. In addition, the CONSULTANT will assist the City of Hattiesburg and Forrest County in the development of program goals and associated term (timeframe) for implementation.

The CONSULTANT will compile all technical work into a Draft Pavement Management Plan Report that includes yearly and total program costs based on potential program terms and related considerations and a breakdown of recommended treatment options applicable to each road surface rating and corresponding costs. The CONSULTANT shall provide in house Quality Assurance prior to delivering

the Draft Pavement Management Plan Report to the MPO. Additional Quality Assurance shall be provided once the Draft report has been reviewed by the MPO and any revisions will be addressed prior to completion of the final Pavement Management Plan Report.

The CONSULTANT will:

- ✓ Conduct two treatment meetings to:
 - discuss initial results of the assessment of the roadway network;
 - present appropriate roadway treatment, maintenance and improvement options;
 - determine from the options above which treatment, maintenance and improvement options to use in development of the plan and cost estimates; and
 - establish expected annual funding amount for roadway maintenance and improvements per entity
- ✓ Assist the City of Hattiesburg and Forrest County in development of program goals and associated timeframe for implementation.
- ✓ Review and edit rated GIS linework into ‘constructability’ segments based on the chosen treatment options including, but not limited to:
 - special consideration regarding typical construction methods, particularly regarding segment length and start/stop limits, for chosen treatments;
 - different construction methods as referenced by entity, contractor, field conditions, etc.; and
 - consultation with the appropriate entity to help determine these parameters;
- ✓ Develop, at the planning level, yearly and total program costs based on potential program terms and related considerations.
- ✓ Develop a breakdown of treatment options applicable to type of road.
- ✓ Hold a draft plan meeting with representatives of the MPO, City of Hattiesburg, and Forrest County to help adjust budgets and review the Draft Pavement Management Plan.

Task 3 – Final Plan, Presentation and Deliverables

TASK 3A: Final Plan, Presentation and Deliverables

The CONSULTANT will deliver a written Pavement Management Plan and one presentation each to the Hattiesburg City Council and the Forrest County Board of Supervisors as well as the MPO Technical Committee and Policy Committee.

Deliverables shall include six (6) copies of each agency’s Pavement Management Plan Report, digital copy of the reports (reproducible), GIS linework data, GIS pothole point data, a website including GIS-based functionality linking roadway segments to their respective video assessments and rating. A two day on-site website training session will be delivered for use of the website and the written Pavement Management Plan to be attended by representatives selected by the City of Hattiesburg, Forrest County and the HPFL-MPO.

The CONSULTANT will:

- ✓ Assemble and deliver completed technical work as a pavement management plan report.
 - Include yearly and total program costs based on potential program terms and related considerations.
 - Provide a breakdown of treatment options applicable to type of road.
- ✓ Provide a final Pavement Management Plan report.
- ✓ Provide digital copies of report.
- ✓ Assemble and provide copies of GIS linework data.
- ✓ Provide copies of GIS pothole point data.

- ✓ Develop a presentation to report the plan findings and recommendations.
- ✓ Present plan findings and recommendations to all necessary bodies and committees.
- ✓ Provide training to necessary staff regarding interpretation and use of plan and recommendations.
- ✓ Provide training on using website.

Task 3B: Website Annual Hosting

The CONSULTANT will:

- ✓ Provide three (3) Hosted websites with assessment linework and videos; HPFL-MPO will have access manageability. An individual hosted website will be provided for both Forrest County and the City of Hattiesburg, with the entity's associated data. The HPFL-MPO will receive a hosted website that includes all data collected through this project.

WORK SCHEDULE

CONSULTANT Anticipated Project Schedule	September 2019	October 2019	November 2019	December 2019	January 2020	February 2020	March 2020	April 2020	May 2020	June 2020	July 2020	August 2020	September 2020
Notice to Proceed													
Task 1 – Inventory and Assessment of non-state maintained roads													
Task 2 – Analysis, recommendations, and planning													
Task 3 – Final Plan, presentation and deliverables													
Project Completion													

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Unit Cost and lump sum basis of **\$169,340.00**, in accordance with Table 1: Billing Milestones, for the satisfactory completion of the Scope of Work set forth under “Exhibit 2,” hereto, for all salaries, payroll additives, overhead, direct costs, profit and any other costs attributable to this CONTRACT.

Payment agreed to by a Unit Cost and lump sum basis provides for a price that is not subject to any adjustment on the basis of the CONSULTANT’S cost experience in performing the assignment.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, indirect costs (overhead) and other direct costs. Direct salaries are those amounts actually paid to the person performing the Services which are deemed reasonably necessary by the LPA for the advancement of the Scope of Work. Overhead consist of employee fringe benefits and that part of CONSULTANT’S allowable indirect costs attributable to the Contract.

If requested by the LPA, all charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Direct Costs:

Direct costs are those expenses deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead. These direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, printing, and other related items if it is not company accounting policy to include these costs in overhead rates.

All other expenses will be reimbursed upon receipt of acceptable paid invoices.

Unit-Cost Rates:

Unit-Costs as the term is used herein shall include all labor, direct costs, operational costs, overhead, profit, and any associated costs unless specified otherwise. Unit-Cost Rates are not subject to any adjustments on the basis of the CONSULTANT’S cost experience in performing the PROJECT. Unit-Cost Rate shall not exceed those rates established in EXHIBIT 3 (found in “Table 1: Rate Schedule”). Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

The billing shall be based on the completion of each milestone relative to its payment, as provided on “Table 1: Billing Milestones” of this Exhibit, as approved by the LPA for this CONTRACT.

Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the CONTRACT.

Table 1: Billing Milestones

Milestone Number		Unit	Price per Unit
1A	* Task 1A – Inventory and Assessment of Non-State Maintained Roads	Per mile Unit	\$90.00
1B	Task 1B: Roadway Network Data Processing	Lump Sum	\$20,000.00
2	Task 2 – Analysis, Recommendations and Planning	Lump Sum	\$15,744.03
3A	TASK 3A: Final Plan, Presentations, and Deliverables	Lump Sum	\$8,255.97
3B	Task 3B: Website Hosting (1 year)	Lump Sum	\$6,000.00

** This Contract is based on a total mileage assessment of 1,326 miles as estimated by the MPO. Should the total miles assessed exceed the estimated miles, a supplemental agreement may be negotiated between both parties.*

EXHIBIT 4

SAMPLE INVOICE



INVOICE

10441 Corporate Drive, Suite 1
Gulfport, MS 39503
(228) 868-2311

INVOICE NO.
DATE
SMPDD PROJECT #
PERIOD OF PERFORMANCE

TO Point of Contact
Client Name
Address

PROJECT	DUE DATE
Project Description	1/30/00

[illegible]

We appreciate the opportunity to provide our services.
THANK YOU FOR YOUR BUSINESS!

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT, and WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation, relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kick back provisions: All CONTRACTS and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each CONSULTANT or subconsultant shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers

shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this CONTRACT. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this CONTRACT or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

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, page 19210 and 19211:

- (1) The CONSULTANT 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 (l)(b) of this certification: and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has 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 CONSULTANT 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 CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-consultants shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT 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 CONSULTANT) 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 CONSULTANT) 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 Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this _____ day of _____, 20____.

SOUTHERN MISSISSIPPI PLANNING & DEVELOPMENT DISTRICT

Leonard Bentz

ATTEST: _____

My Commission Expires:

Notary

EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the _____ day of _____, 20____.

City of Hattiesburg

Mayor Toby Barker

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with Senate Bill 2988 from the 2008 Mississippi Legislative Session, "Mississippi Employment Protection Act," as published in Laws, 2008 and codified in the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], 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 MTC 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 MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any subconsultant(s) and/or subcontractor(s) in connection with the performance of this Contract, the undersigned will secure from such subconsultant(s) and/or subcontractor(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 MTC, if requested, for the benefit of the MTC or this Contract.

150194

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: _____ Date _____
Authorized Officer or Agent

Leonard Bentz Executive Director
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the ____ day of _____, 20____.

NOTARY PUBLIC
My Commission Expires: _____

* 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.

Description	Estimated Hours			SMPDD PROJECT SUBTOTAL	CIVIL LINK PROJECT SUBTOTAL	PROJECT TOTAL
	Project Manager	Project Specialist	Subtotals			
Task 1A - Inventory and Assessment of Non-State Maintained Roads						
Project Set-up and Coordination	40	40				
Kick-Off Meeting	12	8				
Data Acquisition Processing and Review	12	8				
Data Conversion						
Road Network Map Creation and Printing						
Road Network Map and Data Confirmation Review with GIS Department	24	24				
Windshield Condition Survey (Paser Rating) 1326 Miles of Roadway						
QC/QA	12					
Printing			\$ -			
Lodging			\$ -			
Meals			\$ -			
Total Hours	100	80				
Hourly Rate	\$ 84.07	\$ 41.98				
Task 1A Cost	\$ 8,407.00	\$ 3,358.40	\$ 11,765.40	\$ 11,765.40	\$ 107,574.60	\$ 119,340.00
Task 1B - Roadway Network Data Processing (Per Entity - Forrest County, Hattiesburg)						
Database Setup						
Data download and Conversion						
Convert rating field data for centerline capability						
Data analysis and smoothing for constructability segments						
Video Quality Assurance	6	6				
Printing			\$ -			
Total Hours	6	6				
Hourly Rate	\$ 84.07	\$ 41.98				
Task 1B Cost	\$ 504.42	\$ 251.88	\$ 756.30	\$ 1,512.60	\$ 18,487.40	\$ 20,000.00
Task 2 - Analysis, Recommendations and Planning (Per Entity - Forrest County, Hattiesburg)						
Treatment Meeting	16	12				
Develop Program Goals and Budget Constraints	8	8				
Program Planning	8	8				
Prepare Draft Pavement Management Plan						
QC/QA of Draft Maintenance Plan	4	4				
Draft Plan Review Meeting	4	4				
Total Hours	40	36				
Hourly Rate	\$ 84.07	\$ 41.98				
Task 2 Cost	\$ 3,362.80	\$ 1,511.28	\$ 4,874.08	\$ 9,748.16	\$ 5,995.87	\$ 15,744.03
Task 3A - Final Plan, Presentation, and Deliverables (Per Entity - Forrest County, Hattiesburg)						
Prepare Final Pavement Management Plan						
QC/QA of Final Maintenance Plan	4	2				
Final Report Presentations	8	8				
Website Training	4	4				
Printing			\$ -			
Total Hours	16	14				
Hourly Rate	\$ 84.07	\$ 41.98				
Task 3A Cost	\$ 1,345.12	\$ 587.72	\$ 1,932.84	\$ 3,865.68	\$ 4,390.29	\$ 8,255.97
Task 3B - Annual Web Hosting (Per Entity - Forrest County, Hattiesburg, MPO)						
Website Setup & Maintence						
Direct TechincaI Assistance	8	1				
Reimbursables			\$ -			
Total Hours	8	1				
Hourly Rate	\$ 84.07	\$ 41.98				
Task 3B Cost	\$ 672.56	\$ 41.98	\$ 714.54	\$ 2,143.62	\$ 3,856.37	\$ 5,999.99
SMPDD PROJECT TOTAL				\$ 29,035.46	\$ 140,304.54	\$ 169,340.00

Description	Estimated Hours							PROJECT TOTAL
	Principal	Project Manager	GIS Technician	Technician 1	Technician 2	Technician 3	Subtotals	
Task 1A - Inventory and Assessment of Non-State Maintained								
Project Set-up and Coordination	20	12	12					
Kick-off Meeting	4	16	16	16				
Data Acquisition Processing and Review		24	16	16				
Data Conversion		8	16	16	8			
Road Network Map Creation and Printing		8	24					
Network Map and Data Confirmation Review with GIS Department		10	16	16				
Windshield Condition Survey (Paser Rating) 1326 Miles of Roadway				400	400			
QC/QA	24	40	40			80		
Printing							\$ 257.45	
Total Hours	48	118	140	464	408	80		
Hourly Rate	\$ 157.14	\$ 157.14	\$ 91.87	\$ 88.25	\$ 54.41	\$ 65.27		
Task 1A Cost	\$ 7,542.86	\$ 18,542.87	\$ 12,862.09	\$ 40,948.70	\$ 22,198.95	\$ 5,221.67	\$ 107,574.60	\$ 107,574.60

Task 1B - Roadway Network Data Processing (Per Entity - Forrest County, Hattiesburg)

Database Setup			16					
Data download and Conversion			8					
Convert rating field data for centerline capability			8	8				
Data analysis and smoothing for constructability segments		4	8			10		
Video Quality Assurance		8	24					
Printing							\$ 119.45	
Total Hours	0	12	64	8	0	10		
Hourly Rate	\$ 157.14	\$ 157.14	\$ 91.87	\$ 88.25	\$ 54.41	\$ 65.27		
Task 1B Cost	\$ -	\$ 1,885.72	\$ 5,879.81	\$ 706.01	\$ -	\$ 652.71	\$ 9,243.70	\$ 18,487.40

Task 2 - Analysis, Recommendations and Planning (Per Entity - Forrest County, Hattiesburg)

Treatment Meeting			8					
Develop Program Goals and Budget Constraints			4					
Program Planning		2						
Prepare Draft Pavement Management Plan			4					
QC/QA of Draft Maintenance Plan			4		4			
Draft Plan Review Meeting		4						
Total Hours	0	6	20	0	4	0		
Hourly Rate	\$ 157.14	\$ 157.14	\$ 91.87	\$ 88.25	\$ 54.41	\$ 65.27		
Task 2 Cost	\$ -	\$ 942.86	\$ 1,837.44	\$ -	\$ 217.64	\$ -	\$ 2,997.94	\$ 5,995.87

Task 3A - Final Plan, Presentation, and Deliverables (Per Entity - Forrest County, Hattiesburg)

Prepare Final Pavement Management Plan			4					
QC/QA of Final Maintenance Plan		4	2					
Final Report Presentations		4						
Website Training				4				
Printing							\$ 33.76	
Total Hours	0	8	6	4	0	0		
Hourly Rate	\$ 157.14	\$ 157.14	\$ 91.87	\$ 88.25	\$ 54.41	\$ 65.27		
Task 3A Cost	\$ -	\$ 1,257.14	\$ 551.23	\$ 353.01	\$ -	\$ -	\$ 2,195.14	\$ 4,390.29

Task 3B - Annual Web Hosting (Per Entity - Forrest County, Hattiesburg, MPO)

Website Setup & Maintenance			4	2				
Direct Technical Assistance			8					
Reimbursables							\$ 6.49	
Total Hours	0	0	12	2	0	0		
Hourly Rate	\$ 157.14	\$ 157.14	\$ 91.87	\$ 88.25	\$ 54.41	\$ 65.27		
Task 3B Cost	\$ -	\$ -	\$ 1,102.47	\$ 176.50	\$ -	\$ -	\$ 1,285.46	\$ 3,856.37

	Dan	Shea	Barrett	Jim Crowley	Cody Oscarson	Hunter Ashmore	
RAW RATE	\$ 62.50	\$ 62.50	\$ 36.54	\$ 35.10	\$ 21.64	\$ 25.96	
OVERHEAD RATE	1.2449	1.2449	1.2449	1.2449	1.2449	1.2449	
LOADED RATE	\$ 140.31	\$ 140.31	\$ 82.03	\$ 78.80	\$ 48.58	\$ 58.28	
PROFIT	12%	12%	12%	12%	12%	12%	
COMBINED RATE	\$ 157.14	\$ 157.14	\$ 91.87	\$ 88.25	\$ 54.41	\$ 65.27	\$ 140,304.54



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, January 21, 2020

Re: Approve a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Brenda Booth of 735 Longstreet Drive in an amount not to exceed \$60,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E) and authorize the Mayor to authorize in triplicate.
File Number: 2020-455
Minute Book #

Summary

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Brenda Booth of 735 Longstreet Drive in an amount not to exceed \$60,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

Recommendation Statement

I recommend approval of the Contractor/Owner Agreement and a Housing Rehabilitation Grant Award for 735 Longstreet Drive

Please place this on the January 21, 2020 City Council meeting for consideration.

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

Contractor & Owner Agreement

THIS AGREEMENT, made the ____ day of _____, 20____ and between the City of Hattiesburg Community Development Division (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Brenda Booth of 735 Longstreet Drive, hereinafter called Owner, and _____, with its principal place of business located at _____, Hattiesburg, Mississippi _____, hereinafter called the Contractor.

WITNESSETH

1. **SCOPE OF WORK**

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings, work write-up (Exhibit 1), work agreement (Exhibit 2) and described in the specifications and other Contract Documents prepared for the **735 Longstreet Drive** Project by COHCD, said work to be performed on the structure(s)/property located at **735 Longstreet Drive**, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. **TIME OF COMPLETION**

The Owner/COHCD shall issue a written Notice to Proceed to the Contractor at the signing conference. It shall be the Contractor's responsibility to ensure that all necessary licenses and/or insurance and/or bonding remain current throughout the fulfillment of this agreement. If the Notice to Proceed is not provided to the Contractor within 5 days of the full execution of this Agreement, the Contractor may at his option terminate his obligation under this Agreement. The Owner/COHCD maintains the right to terminate the agreement for cause.

Time is of the essence in the completion of this contract. The Contractor shall procure a building permit within ten (10) calendar days of the Notice to Proceed and shall begin work within fifteen (15) days of the Notice to Proceed. Work is to be completed within sixty (60) working days after the issuance of the Notice to Proceed. **One hundred dollars (\$100.00) per day, as liquidated damages, will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) working days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. **COMPENSATION**

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of _____ () subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

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

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

5. CORRECTION OF WORK

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

6. TERMINATION BY THE OWNER

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

7. PAYMENTS/DRAWS

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

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

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

of all claims by the Contractor except those previously made in writing herein and still unsettled.

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

8. ACCEPTANCE AND FINAL PAYMENT

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

9. DEED RESTRICTION

There will be deed restriction attached to **735 Longstreet Drive** for five (5) years. Homeowner agrees to occupy the rehabilitated home for five (5) years after rehabilitation activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the homeowner(s) fail to reside in the home or abide by the terms of the grant award, the property is sold, transferred or disposed of prior to the expiration of the five (5) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2020.

Brenda Booth Date

Other Homeowner Date

City of Hattiesburg, Mississippi

Contractor

By: _____
Toby Barker, Mayor

By: _____

Date: January 21, 2020

Date: _____

Attest: _____
Kermas Eaton, City Clerk

Attest: _____

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

General Terms and Conditions

1. _____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. _____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. _____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary.
4. _____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
5. _____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
6. _____ I agree to attend Homeowner’s Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.
7. _____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an elected official of the City of Hattiesburg nor an employee who is responsible for the administration, management and oversight of the program (Community Development Division Staff).
8. _____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **five (5)** years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
9. _____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **five (5)** year affordability period.
10. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **five (5)** year affordability period.
11. _____ I hereby agree to maintain homeowner’s insurance and when applicable, flood insurance.
12. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
13. _____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.
14. _____ I authorize the city to proceed with preliminary testing, requests for bids, and other required steps necessary in order to proceed with a project, and further understand that costs related to the same shall be added to the total cost of the project under this grant award.

By my signature below I, **Brenda Booth of 735 Longstreet Drive**, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the _____ day of _____, 2020.

Homeowner’s Signature

Spouse’s Signature

GRANT AWARD

The Homeowner(s), **Brenda Booth of 735 Longstreet Drive**, is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **735 Longstreet Drive**. The amount of the award shall be the actual cumulative cost of all related preparation and work, including but not limited to: preliminary environmental testing, required abatement work, construction costs, any required legal filing fees, and any change orders/discovery repairs. General construction/rehabilitation/repair costs are not to exceed \$60,000, excluding change orders/discovery repairs necessary to meet building codes and program standards according to the Housing Rehabilitation and Housing Repair Programs Manual Section VIII(E). Other associated costs are in addition to the \$60,000 described for general construction/rehabilitation/repair. Lead and/or Asbestos activities are contracted separately. All actual costs together are subject to any Deed Restrictions and/or affordability period associated with the project.

City of Hattiesburg, Mississippi

By: _____
Toby Barker, Mayor

Date: January 21, 2020

Attest: _____
Kermas Eaton, City Clerk



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Anthony Parker

cc: Kermas Eaton, City Clerk

Date: Tuesday, January 21, 2020

Re: Approve a Rental Agreement between the City of Hattiesburg and R J Young Company for two (2) copiers to be located in the Hattiesburg Police Department Detective Division in the amount not to exceed \$487.60 per month for 48 months and authorize the Mayor to execute the same.
File Number: 2020-452
Minute Book #

Summary

Rental Agreement between the City of Hattiesburg and R J Young for two (2) copiers that will be located in the Hattiesburg Police Department Detective Division.

Recommendation Statement

I am recommending the approval of this Rental Agreement.

Please place this on the January 21, 2020 City Council meeting for consideration.



THE CITY OF HATTIESBURG

One of America's Great Small Cities!

Anthony Parker, Chief of Police

MEMORANDUM

To: Mayor and Council

From: Chief Anthony Parker

Date: January 3, 2020

Re: **Rental Agreement**

This memo is to request authority to enter into a rental agreement for the following:

Canon IR C5540i III Digital Color copier

Canon IR C3525i III Digital Color copier

The amount will be \$487.60 per month for 48 months with R J Young Company and the equipment will be located in the Hattiesburg Police Department Detective Division. This agreement will be for the period beginning February 2020 and ending February 2022.

Thank you for your consideration, and please let me know if you need anything further.

AP/tl

Enclosure

**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 City of Hattiesburg and between (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 Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State 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>.

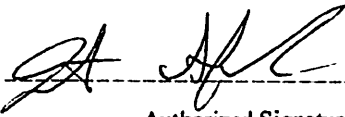
31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration 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.

Revised Date: February 2017

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 3rd day of January, 2020

Vendor: RJ Young Company

By:  _____
Authorized Signature

Printed Name: Justin Sanford

Title: Account Representative

Witness my signature this the _____ day of _____, 20__.

Customer: City of Hattiesburg

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Revised Date: February 2017

**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 Company

Customer Agency Name: City of Hattiesburg

Bill to Address: P.O. Box 1898... 200 Forrest Street Hattiesburg, MS 39401

Ship to Address: Hattiesburg Police Department, 300 Klondyke Street Hattiesburg, MS 39401. Attn: Detective Branden McLemore

Description of Equipment, Software, or Services Price: \$487.60 Monthly

Canon IR C5540i III with Cabinet, Inner Finisher, Inner Tray and Fax.

Canon IR C3525i III with Cabinet and Fax.

Monthly price to include all parts, labor and supplies except paper and staples for up to 5,000 black and white pages and 4,700 color copies per month. Combined for both machines.

Black and White overages billed per impression at .00885

Color overages billed per impression at .04715

Delivery Schedule and Installation Date:

Rental Term: 48 Months

Start Date:

End Date:

Modifications: Canon State Contract #8200044603


Vendor Signature

Customer Signature



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones

cc:

Date: Tuesday, January 21, 2020

Re: Approve Professional Services Agreement between City of Hattiesburg and Project NOLA to provide a community crime camera program and authorize the Mayor to execute the same.
File Number: 2020-484
Minute Book #

Summary

Approve professional services agreement between City of Hattiesburg and Project NOLA to provide a community crime camera program and authorize Mayor to execute the same.

Recommendation Statement

I recommend the approval and authorization of the professional services agreement between City of Hattiesburg and Project NOLA to provide a community crime camera program.

Please place this on the January 21, 2020 City Council meeting for consideration.

CRIME CAMERA PROFESSIONAL SERVICE AGREEMENT

THIS CRIME CAMERA PROFESSIONAL SERVICE AGREEMENT (this “Agreement”) is made by and between the CITY OF HATTIESBURG, MISSISSIPPI (the “City”), a Mississippi municipal corporation, and PROJECT NOLA (“Project NOLA”), a Louisiana nonprofit corporation, and is effective as of the 21ST day of January, 2020.

WITNESSETH:

WHEREAS Project NOLA is a Louisiana nonprofit corporation, dedicated to reducing crime, increasing quality of life and stimulating local economies, by placing cost-subsidized high definition crime cameras (“Subsidized Cameras”) in needed areas;

WHEREAS the City is desirous of placing crime cameras, including Subsidized Cameras, in various locations to aid in crime deterrence and investigations; and

WHEREAS the City has determined that it is in its best interest to acquire use of Subsidized Cameras by participating in the Project NOLA Crime Camera Program;

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties intending to be legally bound, hereby agree as follows:

- 1. SUBSIDIZED CAMERAS.** Project NOLA will acquire and retain ownership of all the Subsidized Cameras, using a combination of funds. Said Subsidized Cameras will be provided to the City in exchange for the City’s service fee(s), as defined below. All Subsidized Cameras include an IP Camera, micro SD card, and power supply.
- 2. SERVICE FEES.** The City will pay certain service fees to Project NOLA for the use of the Subsidized Cameras. The amount of the service fee shall be determined by the type of Subsidized Camera on loan from Project NOLA to the City, as set forth in the following schedule

a. Stationary Cameras	\$150.00 per camera
b. Small PTZ	\$375.00 per camera
c. Long Range PTZ	\$475.00 per camera

Service fees are one-time costs per camera due upon delivery. All prices are subject to change without notice, based on Project NOLA’s available funding and market prices.

- 3. INSTALLATION.** The City shall be responsible for all installation of Subsidized Cameras, whether such installation is performed by City crews or subcontracted. The City understands and acknowledges that all installation must be performed in

accordance with the manufacturer's recommendations and have either an Ethernet or WiFi connection available in order to transmit data. Subsidized Cameras can be powered through the Ethernet and have a built-in power booster. The City shall bear all costs associated with internet and electrical service for the Subsidized Cameras.

4. **WARRANTIES.** All Subsidized Cameras have a five (5) year manufacturer's warranty, excluding damage from lightning strikes and any other act of God. In the event a Subsidized Camera is damaged, the City will cooperate with Project NOLA in the attempt to repair or replace the Subsidized Camera under the manufacturer's warranty.
5. **CITY CAMERAS.** The City may purchase other 3rd party cameras of its choosing from vendors other than Project NOLA. Ownership of such cameras (the "City Cameras") shall remain with the City. Project NOLA makes no representations that all cameras are suitable for use with its software.
6. **PRIVATE BUSINESS & PROPERTY OWNERS.** Private businesses and property owners may independently opt into the Project NOLA program at their own expense and would be eligible for cloud recording within the local Project NOLA site.
7. **DATA STORAGE.** Project NOLA will provide the City with constant 24/7 cloud recording at the Project NOLA Real-Time Crime Center. Recordings shall be maintained for a period of ten (10) days, unless otherwise downloaded or stored. The City shall be solely responsible for downloading recording and maintaining the files once downloaded. The annual fee for cloud recording provided by Project NOLA is \$240.00 per camera for 2 or 3 megapixel or \$300.00 for 4 Megapixel. Both Subsidized and City Cameras are eligible for cloud recording provided by Project NOLA.
8. **SOFTWARE.** Project NOLA provides all necessary licensing and software for Subsidized Cameras.
9. **TERM.** Each Subsidized Camera requested by the City shall be on loan for a period of not less than five (5) years from the date of delivery. In the event the City, for any reason, elects to discontinue its participation in the Project NOLA Crime Camera Program, all Subsidized Cameras must be returned to Project NOLA. Subsidized Cameras on loan to the City for longer than five (5) years may, in Project NOLA's sole and absolute discretion, be donated to the City.
10. **TERMINATION.**
 - a. By Either Party. Either party shall have the right to immediately terminate this agreement, without penalty or prejudice to any other rights and remedies it may have, if:

- i. the other party fails to perform any material provision of this Agreement and the failure is not corrected within thirty (30) days after the other party gives the defaulting party written notice of the breach;
 - ii. the other party becomes insolvent, is unable to pay its debts as they mature or is the subject of a petition in bankruptcy, whether voluntary or involuntary, or of any other proceeding under bankruptcy, insolvency or similar laws; or makes an assignment for the benefit of creditors; or is named in, or its property is subject to a suit for appointment of a receiver; or is dissolved or liquidated;
 - iii. the other party suspends, discontinues or materially alters its business operations.
- b. Mutual Agreement to Terminate. This Agreement may be terminated at any time without penalties or prejudice, by mutual agreement of both parties in writing.
- c. Upon expiration or termination of the Agreement, the terms of this Agreement shall survive and will apply with respect to any dispute that may exist between the parties.
- d. Project NOLA understands that the current City Council of Hattiesburg cannot bind a subsequent City Council, and a subsequent City Council may, if it chooses, void this Agreement.

11. REMEDIES UPON DEFAULT. Termination by either party of this Agreement shall not limit or otherwise effect the remedies of the non-defaulting or non-breaching party against the defaulting or breaching party. In the event that either party is in material default under any of the terms or conditions of this Agreement or has materially breached any of its representations or warranties in this Agreement, the non-defaulting or non-breaching party shall be entitled to pursue, in addition to any remedies specifically provided herein, all further remedies then available at law or in equity.

12. RELATIONSHIP OF THE PARTIES. Nothing in this Agreement is intended to, or shall be construed as creating a legal partnership, agency, joint venture, employment or similar relationship between the City and Project NOLA.

13. NOTICES. All notices, consents, waivers and other communications required of permitted by this Agreement shall be in writing and shall be deemed given to a party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); or (b) received or rejected by the addressee, if sent by certified mail, return receipt requested, addressed and marked to the attention of the person (by name or title) designated below (or to such other address or person as a party may designate by notice to the other parties)

The City:

The City of Hattiesburg, Mississippi
Attention: Capt. Brandon McLemore
200 Forrest Street
Hattiesburg, MS 39401

With mandatory copies to:

City of Hattiesburg Mississippi
City Attorney
Post Office Box 1898
Hattiesburg, MS 39403

Project NOLA:

Project NOLA
Attn: Bryan Lagarde, Executive Director
2000 Lakeshore Drive
University of New Orleans – TRAC Building
New Orleans, Louisiana 70148

14. GOVERNING LAW AND JURISDICTION.

- a. Governing Law. The laws of the state of Mississippi shall govern the application and interpretation of this Agreement.
- b. Jurisdiction. The courts located in Forrest County, Mississippi shall have exclusive jurisdiction of any dispute between the parties. If one party initiates an action against the other or should a party seek any form of relief against the other, then said action shall be filed in Forrest County, Mississippi. Any business or person doing business with the City of Hattiesburg submits to the personal jurisdiction of the courts in Forrest County, Mississippi.

15. AMENDMENTS. This Agreement may not be altered or amended, nor may rights hereunder be waived, except by writing executed by both parties.

16. ASSIGNABILITY. Neither the City nor Project NOLA may assign any of its rights or delegate any of its obligations under this Agreement without the prior express written consent of the other party. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of either party.

17. NO WAIVER OF WARRANTIES. Notwithstanding any provisions to the contrary that may be found in this Agreement or any other supplemental terms that may be

referenced therein, any provision that seeks to limit the City of Hattiesburg's recovery resulting from a breach of express or implied warranties shall be of no force or effect.

- 18. FORCE MAJEURE.** Neither party shall be liable for failure to perform or delay in performing any obligation under the Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including, but not limited to, acts of God, war, civil commotion or industrial dispute ("Force Majeure"). If such delay or failure continues for at least sixty (60) days, then either party may provide written notice to terminate the Agreement; and upon such termination, the parties will owe no further obligations to the other except with respect to any rights or obligations that may have accrued prior to termination.
- 19. SEVERABILITY.** In the event any provision of this Agreement shall be held invalid or unenforceable for any reason, that provision shall be ineffective to the extent of such invalidity or unenforceability, and such invalidity or unenforceability shall not affect any other provision of this Agreement. If necessary, the parties shall negotiate in good faith to modify the Agreement to preserve (to the extent possible) their original intent.
- 20. AUTHORITY.** The parties represent that they have fully power and authority to enter into and perform this Agreement and the parties know of no contract, agreement, promise or undertaking which would prevent the full corporate execution and performance of this Agreement, and the persons executing this Agreement on behalf of the parties are duly authorized to do so and have the authority to bind such parties.
- 21. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the Parties and supersedes all prior agreements, whether written or oral, between the Parties with respect to its subject matter (including any letter of intent, memorandum of understanding or other such non-binding document).
- 22. ARBITRATION.** The City of Hattiesburg shall not be subject to the terms of any provision or supplemental terms that may seek to require the City of Hattiesburg to submit a dispute to arbitration; and, any such term(s) requiring same, shall be deemed to be of no force or effect as against the City of Hattiesburg.
- 23. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or email transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

THE CITY:

CITY OF HATTIESBURG, MISSISSIPPI,
a Mississippi municipal corporation

By: _____
Name: Toby Barker
Title: Mayor

PROJECT NOLA:

PROJECT NOLA, a Louisiana
nonprofit corporation

By: _____
Name: Bryan Lagarde
Title: Executive Director

ATTESTED TO BY:

Municipal Clerk



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones

cc:

Date: Tuesday, January 21, 2020

Re: Approve clothing allowance policy for plain clothes police officers for the City of Hattiesburg.
File Number: 2020-483
Minute Book #

Summary

Acknowledge and approve clothing allowance policy for plain clothes police officers.

Recommendation Statement

I recommend the acknowledgment and approval of the clothing allowance policy for plain clothes police officers.

Please place this on the January 21, 2020 City Council meeting for consideration.

City of Hattiesburg
Hattiesburg Police Department
Clothing Allowance for Plain Clothes Police Officers
City Council Approved:_____

The Hattiesburg Police Department requires certain officers to dress in plain clothes while on duty. Detectives shall dress in a manner that reflects a professional image in the eye of the public. Civilian clothes shall be worn in conjunction with police equipment as follows:

1. Slacks, clean and pressed
2. Shirt, dress with a collar and tie
3. Coat, suit or sport
4. Badge, displayed in plain view in close proximity to the firearm
5. Firearm, holstered and on person unless situation, policy or officer safety demands different.
6. Handcuffs
7. Ammunition, at least on spare magazine with ammunition

Pursuant to Mississippi Code §21-17-5 allows a municipality by order duly passed and spread on its minutes to provide within certain limits to plain clothes police officers a clothing allowance for clothes to be used by them on duty. These clothes are municipal property and shall be returned to the municipality upon separation of service or employment.

This allowance shall not exceed a total of \$1,000.00 per detective per fiscal year and shall be available incrementally in October and April. Each detective shall purchase said clothing and submit for reimbursement by providing sales receipt or other proof of purchase. Receipt shall include business name, item numbers, unit price, sales date, and total purchase price. In the spirit of economic mindfulness, purchases should be made within the City of Hattiesburg retail community where possible.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones

cc:

Date: Tuesday, January 21, 2020

Re: Approve the purchase of property located at 604/606 Mobile Street (Old Smith Drug) from Harvel Harris, Jr., and Belinda F. Harris for the purchase price of \$20,000.00, which covers the cost of acquiring the property by eminent domain, the payment is commensurate with the fair market value of the property, and the approval of an administrative settlement in the amount of \$20,000.00 is reasonable, prudent and in the best interest of the public and authorize manual check for the same.

File Number: 2020-481
Minute Book #

Summary

Authorize the purchase of the property located at 604/606 Mobile Street (Old Smith Drug) from Harvel Harris, Jr., and Belinda F. Harris for the purchase price of \$20,000.00, which exceeds the appraised value of \$3600.00. The City has made reasonable efforts to negotiate a purchase price of \$3600.00, and those efforts have failed. The City believes that, in light of the historic value of the property as evidenced by the attached letter from Dr. William Sturkey of the University of North Carolina at Chapel Hill, as well as the cost of acquiring the property by eminent domain, the payment to the owners of the property of \$20,000.00 is commensurate with the fair market value of the property, and the approval of an administrative settlement in the amount of \$20,000.00 is reasonable, prudent and in the best interest of the public. Authorize manual check for the same.

Recommendation Statement

I recommend the purchase of the property located at 604/606 Mobile Street as outlined above.

Please place this on the January 21, 2020 City Council meeting for consideration.

Prepared By, Record and Return to:
Pope & Pope, P.A.
P.O. Box 17527
Hattiesburg, MS 39404-7527
601-268-9997

INDEXING INSTRUCTIONS: Lots 1 & 2, Block 1, Robertson & Cook Subdivision of Block 113 of Kamper & Whinnery Subdivision No. 2, Hattiesburg, Forrest Co, Mississippi

STATE OF MISSISSIPPI

COUNTY OF FORREST

WARRANTY DEED

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

HARVELL HARRIS, JR., and BELINDA F. HARRIS

Address: _____

Telephone: _____

do hereby grant, bargain, sell, convey and warrant unto the **GRANTEE**,

THE CITY OF HATTIESBURG, a Municipal Corporation
P. O. Box 1897
Hattiesburg, MS 39403-1897
(601) 545-4502

the following described real property, lying and being situate in Forrest County, Mississippi, described

as follows, to-wit:

(SEE EXHIBIT "A", attached hereto.)

The above warranty and this conveyance are subject to any and all valid and outstanding oil, gas and other mineral leases, reservations, exceptions, and conveyances.

The above warranty and this conveyance are made subject to any and all easements for public road and utilities as presently laid out, constructed or in use, and also to all private easements, covenants and restrictions.

The above warranty and this conveyance are subject to those certain protective covenants and building restrictions recorded in the office of the Chancery Clerk of Forrest County, Mississippi.

WITNESS OUR SIGNATURES, on this, the ____ day of _____, A.D., 2020.

HARVELL HARRIS, JR.

BELINDA F. HARRIS

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, A.D., 2020, within my jurisdiction, the within named **HARVELL HARRIS, JR.**, who acknowledged that he executed the above and foregoing instrument.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, A.D., 2020, within my jurisdiction, the within named **BELINDA F. HARRIS**, who acknowledged that she executed the above and foregoing instrument.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT “A”

LEGAL DESCRIPTION

604 and 606 Mobile Street, Hattiesburg, MS

Lot One (1) of Block One (1) of the Robertson and Cook Sub-Division of Block One Hundred Thirteen (113) of the Kamper and Whinnery Sub-Division No. Two (2) of the City of Hattiesburg, Forrest County, Mississippi, same being in Section Three (3), Township Four (4) North, Range Thirteen (13) West, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

AND ALSO,

Lot Two (2) of Block One (1) of the Robertson and Cook Sub-Division of Block One Hundred Thirteen (113) of the Kamper and Whinnery Sub-Division No. Two (2) of the City of Hattiesburg, Forrest County, Mississippi, same being in Section Three (3), Township Four (4) North, Range Thirteen (13) West, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

LAND APPRAISAL REPORT

The purpose of this summary appraisal report is to provide the lender/client with an accurate and adequately supported opinion of the market value of the subject property.

CLIENT AND PROPERTY IDENTIFICATION

Property Address: **606 MOBILE ST** City: **HATTIESBURG** State: **MS** ZIP: **39401**
 Borrower: **CLIENT: CITY OF HATTIESBURG** Owner of Public Record: **HARVEL & BELINDA HARRIS** County: **FORREST**
 Legal Description: **LOTS 1 AND 2, BLOCK 1, ROBERTSON & COOK S/D**
 Assessor's Parcel #: **2-029G-03-416.00 & 417.00** Tax Year: **2018** R.E. Taxes: **593.97**
 Neighborhood Name: **FORREST/URBAN** Map Reference: **25620** Census Tract: **0107.00**
 Special Assessments: **0** PUD ☐ Yes ☒ No HOA: \$ **0** ☐ Per Year ☐ Per Month
 Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Other (describe)
 Assignment Type: ☐ Purchase Transaction ☐ Refinance Transaction ☒ Other (describe) **ACQUISITION**
 Lender/Client: **CITY OF HATTIESBURG** Address:

CONTRACT ANALYSIS

I ☐ did ☐ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price \$: _____ Date of Contract: _____ Is the property seller the owner of public record? ☐ Yes ☐ No Data Sources
 Is there any financial assistance (loan charges, sale concessions, gift or down payment assistance, etc.) to be paid by any party on behalf of the borrower? ☐ Yes ☐ No
 If Yes, report the total dollar amount and describe the items to be paid. \$ _____

NEIGHBORHOOD DESCRIPTION

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing		Present Land Use %					
Location	☒ Urban	☐ Suburban	☐ Rural	Property Values	☐ Increasing	☒ Stable	☐ Declining	PRICE	AGE	One-Unit	70 %				
Built-Up	☒ Over 75%	☐ 25-75%	☐ Under 25%	Demand/Supply	☐ Shortage	☒ In Balance	☐ Over Supply	\$ (000)	(yrs)	2-4 Unit	2 %				
Growth	☐ Rapid	☒ Stable	☐ Slow	Marketing Time	☐ Under 3 mths	☒ 3-6 mths	☐ Over 6 mths	10	Low	0	Multi-Family	2 %			
Neighborhood Boundaries: NORTH MAIN STREET TO THE WEST; HIGHWAY 42 BYPASS TO THE NORTH; LEAF RIVER TO THE EAST; AND EAST FRONT STREET TO THE SOUTH.								120	High	120	Commercial	10 %			
								30	Pred.	90	VACANT	16 %			
				Good	Average	Fair	Poor					Good	Average	Fair	Poor
Convenience to Employment				☐	☒	☐	☐	Property Compatibility				☐	☒	☐	☐
Convenience to Shopping				☐	☒	☐	☐	General Appearance of Properties				☐	☒	☐	☐
Convenience to Primary Education				☐	☒	☐	☐	Adequacy of Police/Fire Protection				☐	☒	☐	☐
Convenience to Recreational Facilities				☐	☒	☐	☐	Protection from Detrimental Conditions				☐	☒	☐	☐
Employment Stability				☐	☒	☐	☐	Overall Appeal to Market				☐	☒	☐	☐

Neighborhood Description: **SUBJECT IS LOCATED IN THE NORTHEAST PORTION OF THE CITY OF HATTIESBURG AND IS JUST NORTH OF THE DOWNTOWN AREA OF HATTIESBURG.. AREA IS BUILT-UP OF MIXTURE OF IMPROVEMENTS AND MAINTENANCE LEVELS APPEAR TO BE FAIR TO AVERAGE WITH NO PROBLEMS NOTED.**

Market Conditions (including support for the above conclusions): **THE MARKET CURRENTLY APPEARS TO BE STABLE WITH MARKETING/EXPOSURE TIMES FROM 3 TO 9 MONTHS BOTH OF WHICH WERE ESTIMATED INDEPENDENTLY FROM EACH OTHER. SUPPLY AND DEMAND APPEAR TO BE IN BALANCE AND INTEREST RATES REMAIN FAVORABLE.**

SITE DESCRIPTION

Dimensions: **50' X 75'** Area: **3,750 sf** ☐ Acres ☒ Sq.Ft. Shape: **RECTANG.** View: **TYPICAL**
 Zoning Classification: **B-2** Zoning Description: **NEIGHBORHOOD BUSINESS DISTRICT**
 Zoning Compliance: ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)
 Uses permitted under current zoning regulations: **RETAIL STORES AND PERSONAL SERVICES**
 Highest & Best Use: **RETAIL AND/OR RESIDENTIAL**
 Describe any improvements: **OLD STORE WITH NO CONTRIBUTORY VALUE WITH EXCEPTION OF HISTORICAL SIGNIFICANCE**
 Do present improvements conform to zoning? ☒ Yes ☐ No ☐ No improvements If No, explain:

Present use of subject site: **VACANT** Current or proposed ground rent? ☐ Yes ☒ No If Yes, \$ _____
 Topography: **GENERALLY LEVEL** Size: **3,750 SF** Drainage: **ADEQUATE**
 Corner Lot: ☐ Yes ☒ No Underground Utilities: ☐ Yes ☒ No Fenced: ☐ Yes ☒ No If Yes, type: _____
 Special Flood Hazard Area: ☐ Yes ☒ No FEMA Flood Zone: **X500** FEMA Map #: **28035C0108D** FEMA Map Date: **3/2/2010**

Utilities	Public	Other	Provider or Description	Off-site Improvements	Type/Description	Public	Other
Electricity	☐	☐	NONE	Street Surface	ASPHALT	☒	☐
Gas	☐	☐	NONE	Street Type/Influence	PUBLIC	☐	☐
Water	☐	☐	NONE	Curb/Gutter	NONE	☐	☒
Sanitary Sewer	☐	☐	NONE	Sidewalk	NONE	☐	☒
Other	☐	☐	NONE	Street Lights (type)	OVERHEAD	☒	☐
Other	☐	☐	NONE	Alley	NONE	☐	☒

Are the utilities and off-site improvements typical for the market? ☒ Yes ☐ No If No, describe:

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe:

THERE DOES NOT APPEAR TO BE ANY ADVERSE EASEMENTS OR ENCROACHMENTS AND THE SITE DOES APPEAR TO LIE JUST OUTSIDE THE 100 YEAR DESIGNATED FLOOD ZONE. SURVEY WAS NOT PROVIDED TO THE APPRAISER.

Site Comments: **SUBJECT SITE IS APPROXIMATELY 3,750 SQ.FT. IN SIZE WITH GENERALLY LEVEL TOPOGRAPHY AND ADEQUATE DRAINAGE. SURVEY WAS NOT PROVIDED TO THE APPRAISER AND WE ASSUME NO ADVERSE ENCROACHMENTS. OLD STORE LOCATED ON PROPERTY WITH NO CONTRIBUTORY VALUE. SITE HAD ACCESS TO POWER, GAS, AND CITY WATER AND SEWER.**

LAND APPRAISAL REPORT

File No.: 1517-13 LAND

Loan No.:

There are _____ comparable sites currently offered for sale in the subject neighborhood ranging in price from \$ _____ to \$ _____
There were _____ comparable sites sold in the past 12 months in the subject neighborhood ranging in sale price from \$ _____ to \$ _____

COMPARABLE SALES

FEATURE	SUBJECT	COMPARABLE # 1	COMPARABLE # 2	COMPARABLE # 3
Address	606 MOBILE ST	SOUTH CHANCELLOR STREET	708 TUSCAN AVE	1315 N MAIN ST
City/St/Zip	HATTIESBURG, MS 39401	HATTIESBURG, MS 39401	HATTIESBURG, MS 39401	HATTIESBURG, MS 39401
Proximity to Subject		4.13 MILES S	1.97 MILES S	0.53 MILES W
Data Sources	INSPECTION	HBRMLS #106748	HBRMLS #118566	MLS #109999
Verification Sources	TAX RECORDS	COLDWELL BANKER	REAL ESTATE ACES	COLDWELL BANKER
Sale Price	\$	\$ 4,500	\$ 5,000	\$ 4,900
Price/ SQ.FT.	\$	\$ 0.28	\$ 0.37	\$ 0.30
Date of Sale (MO/DAY/YR)		12/06/2016	09/04/2019	01/19/2018
Days on Market		7	14	135
Financing Type	N/A	CASH	CASH	N/A
Concessions		NO ADJUST.	NO ADJUST.	N/A
Location	URBAN	URBAN/SIMLR.	URBAN	URBAN
Property Rights Appraised	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE
Site Size (in SQ.FT.)	3,750	16,200	13,500	16,560
View	TYPICAL	TYPICAL	TYPICAL	TYPICAL
Topography	GEN. LEVEL	SIMILAR	GEN. LEVEL	GEN. SLOPING
Available Utilities	STREET ACCESS	SIMILAR	STREET ACCESS	STREET ACCESS
Street Frontage	PUBLIC	PUBLIC	PUBLIC	PUBLIC
Street Type	ASPHALT	ASPHALT	ASPHALT	ASPHALT
Water Influence	NONE	NONE	NONE	NONE
Fencing	NONE	NONE	NONE	NONE
Improvements	NONE	NONE	NONE	NONE
FLOOD ZONE	NO	NO	NO	NO
OTHER	NONE	NONE	NONE	NONE
Net Adjustment (Total, in \$)		\$ -1,200	\$ -975	\$ -1,300
Adjusted sales price of the		Net Adj. %	Net Adj. %	Net Adj. %
Comparable Sales (in \$)		Gross Adj. % \$ 3,300	Gross Adj. % \$ 4,025	Gross Adj. % \$ 3,600

The Appraiser has researched the transfer history of the subject property for the past 3 years and the listing history of the subject for the past 12 months prior to the effective date of this appraisal. The appraiser has also researched the transfer and listing history of the comparable sales for the past 12 months.

The appraiser's research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of the appraisal.

Data Sources: DEED RECORDS

The appraiser's research ☐ did ☒ did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data Sources: HATTIESBURG MLS SYSTEM

The appraiser's research ☒ did ☒ did not reveal any prior listings of the subject property or comparable sales for the year prior to the effective date of the appraisal.

Data Sources: HATTIESBURG MLS SYSTEM

Listing/Transfer History (if more than two, use comments section or an addendum.)	Transfer/Sale (ONLY) of the Subject in past 36 months:	Listing and Transfer history of Comp 1 in past 12 months:	Listing and Transfer history of Comp 2 in past 12 months:	Listing and Transfer history of Comp 3 in past 12 months:
	\$	\$	\$	\$
	\$	\$	\$	\$

Subject property is currently listed for sale? ☐ Yes ☒ No Data Source: HATTIESBURG MLS SERVICE

Current Listing History	List Date	List Price	Days on Market	Data Source
		\$		

Subject property has been listed within the last 12 months? ☐ Yes ☒ No Data Source: HATTIESBURG MLS SERVICE

12 Month Listing History	List Date	List Price	Days on Market	Data Source
		\$		
		\$		

Comments on Prior Sales/Transfers and Current and Prior Listings: NO PRIOR SALE ON THE SUBJECT OR ANY OF THE COMPARABLES UTILIZED COULD BE DETERMINED.

Summary of the Sales Comparison Approach: A RANGE OF VALUE IS INDICATED BETWEEN \$3,300 TO \$4,025. ALL SALES WERE WITHIN THE PAST THIRTY-SIX MONTHS AND WERE CONSIDERED EXCELLENT INDICATORS OF MARKET VALUE. THE MARKET APPROACH WAS USED EXCLUSIVELY IN ESTIMATING THE MARKET VALUE OF THE SUBJECT SITE. THE COST AND INCOME APPROACHES WERE CONSIDERED BUT NOT USED NO STRUCTURES/IMPROVEMENTS OF ANY CONTRIBUTORY VALUE AND DUE TO THE LACK OF INCOME DATA FOR THE SUBJECT'S AREA.

Reconciliation Comments: AFTER CONSIDERATION OF ALL OF THE ABOVE DATA, THE MARKET VALUE IS ESTIMATED AT \$3,600.

This appraisal is made ☒ "as is", or ☐ subject to the following conditions or inspections:

Based on a complete visual inspection of the subject site and those improvements upon said site, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of market value, as defined, of the real property that is the subject of this report is:
Opinion of Market Value: \$ 3,600 , as of: 11/01/2019 , which is the date of inspection and the effective date of this appraisal.

LAND APPRAISAL REPORT

File No.: 1517-13 LAND

Loan No.:

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s): ☐ Detached: ☐ Attached:
Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.
Legal Name of Project: _____
Total number of phases: _____ Total number of units: _____ Total number of units sold: _____
Total number of units rented: _____ Total number of units for sale: _____ Data sources: _____
Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion: _____
Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source: _____
Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion: _____

Describe common elements and recreational facilities: _____

CERTIFICATIONS AND LIMITING CONDITIONS

This report form is designed to report an appraisal of a parcel of land which may have some minor improvements but is not considered to be an "improved site". All improvements are considered to be of relatively minor value impact on the overall value of the site. This report form is not designed to report on an "improved site" where significant value is derived from the improvements. This appraisal report form may be used for single family, multi-family sites and may be included within a PUD development.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject site and any limited improvements, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this report is the lender/client identified within the appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what they consider their own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale. (Source: OCC, OTS, FRS, & FDIC joint regulations published June 7, 1994)

*Adjustments to the comparables must be made for special or creative concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect the subject property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the subject property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties express or implied. The appraiser will not be responsible for any such conditions that do exist or for the engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal must not be considered as an environmental assessment of the property.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject site and any limited improvements. I have reported the information in factual and specific terms. I identified and reported the deficiencies of the subject site that could affect the utility of the site and its usefulness as a building lot(s).
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of the Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them unless indicated elsewhere within this report as there are no or very limited improvements and these approaches to value are not deemed necessary for credible results and/or reliable indicators of value for this appraisal assignment.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of the sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining multiple transactions into one reported sale.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I have verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

LAND APPRAISAL REPORT

File No.: 1517-13 LAND

Loan No.:

CERTIFICATIONS AND LIMITING CONDITIONS (continued)

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).
22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.
24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.
25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SIGNATURES

APPRAISER

Signature: Michael A. Hutchinson, SRA
 Name: MICHAEL A. HUTCHINSON, SRA
 Company Name: SOUTHERN MISSISSIPPI APPRAISAL GROUP
 Company Address: 605 ADELIN STREET
HATTIESBURG, MS 39401
 Telephone Number: 601-520-9390
 Email Address: HUTCHMON@COMCAST.NET
 Date of Signature and Report: 12/11/2019
 Effective Date of Appraisal: 11/01/2019
 State Certification #: RA-111
 or State License #: _____
 or Other (describe): _____ State #: _____
 State: MS
 Expiration Date of Certification or License: 07/31/2021
 ADDRESS OF PROPERTY APPRAISED
606 MOBILE ST
HATTIESBURG, MS 39401
 APPRAISED VALUE OF SUBJECT PROPERTY \$ 3,600
 LENDER/CLIENT
 Name: _____
 Company Name: CITY OF HATTIESBURG
 Company Address: _____
 Email Address: _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature: _____
 Name: _____
 Company Name: _____
 Company Address: _____
 Telephone Number: _____
 Email Address: _____
 Date of Signature: _____
 State Certification #: _____
 or State License #: _____
 State: _____
 Expiration Date of Certification or License: _____

SUBJECT PROPERTY
☐ Did not inspect subject property
☐ Did inspect exterior of subject property from at least the street
 Date of Inspection: _____

COMPARABLE SALES
☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
 Date of Inspection: _____

USPAP ADDENDUM

HARRIS
File No. 1517-13 LAND

Borrower	CLIENT: CITY OF HATTIESBURG		
Property Address	606 MOBILE ST		
City	HATTIESBURG	County	FORREST
Lender	CITY OF HATTIESBURG	State	MS
		Zip Code	39401

This report was prepared under the following USPAP reporting option:

☒ Appraisal Report This report was prepared in accordance with USPAP Standards Rule 2-2(a).

☐ Restricted Appraisal Report This report was prepared in accordance with USPAP Standards Rule 2-2(b).

Reasonable Exposure Time

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: 120 TO 240 DAYS

THE EXPOSURE TIME WAS ESTIMATED INDEPENDENTLY OF THE MARKETING TIME.

Additional Certifications

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

☒ I have NOT performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

☐ I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

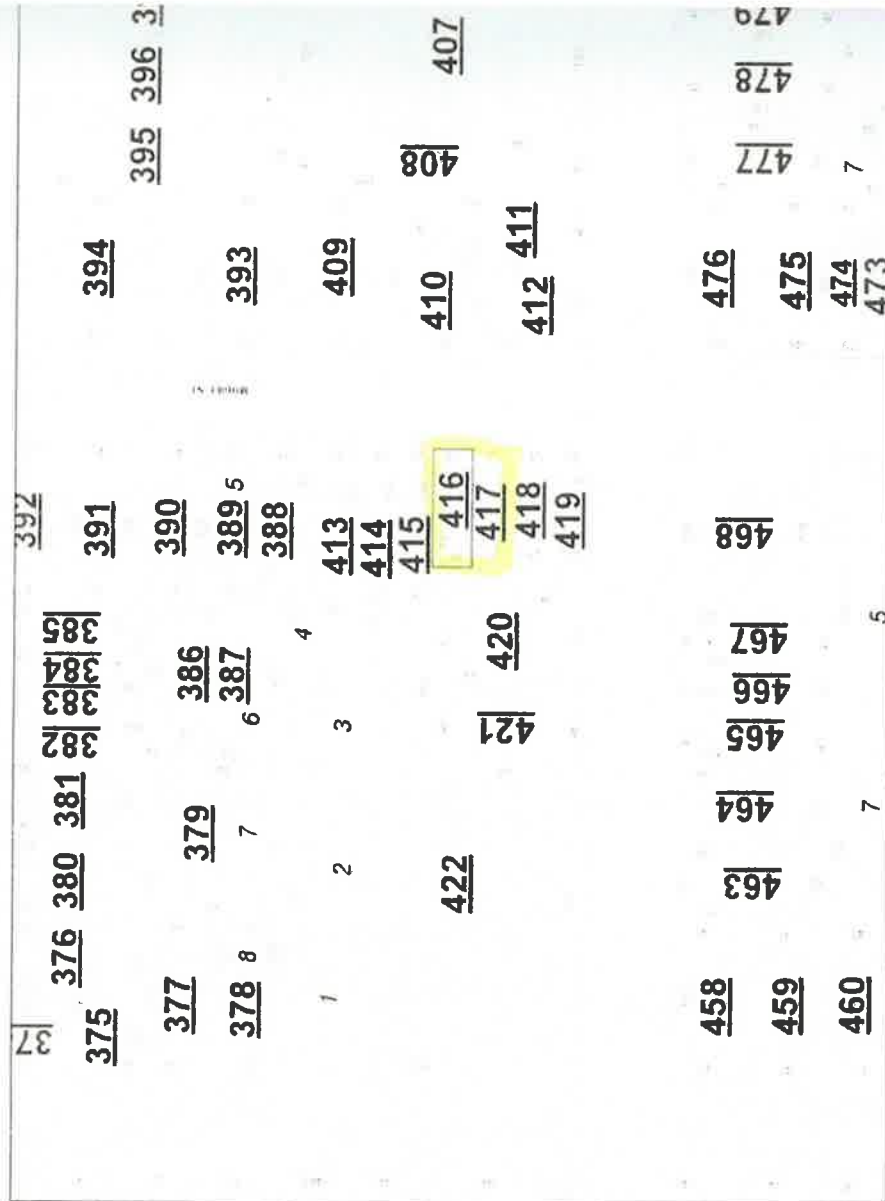
- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (If there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Additional Comments

(1) INTENDED USER OF THIS REPORT IS CITY OF HATTIESBURG.

APPRAISER: Signature: <u>Michael A. Hutchinson, SRA</u> Name: <u>MICHAEL A. HUTCHINSON, SRA</u> Date Signed: <u>12/11/2019</u> State Certification #: <u>RA-111</u> or State License #: _____ State: <u>MS</u> Expiration Date of Certification or License: <u>07/31/2021</u> Effective Date of Appraisal: <u>11/01/2019</u>	SUPERVISORY APPRAISER: (only if required) Signature: _____ Name: _____ Date Signed: _____ State Certification #: _____ or State License #: _____ State: _____ Expiration Date of Certification or License: _____ Supervisory Appraiser Inspection of Subject Property: ☐ Did Not ☐ Exterior-only from Street ☐ Interior and Exterior
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Site Map



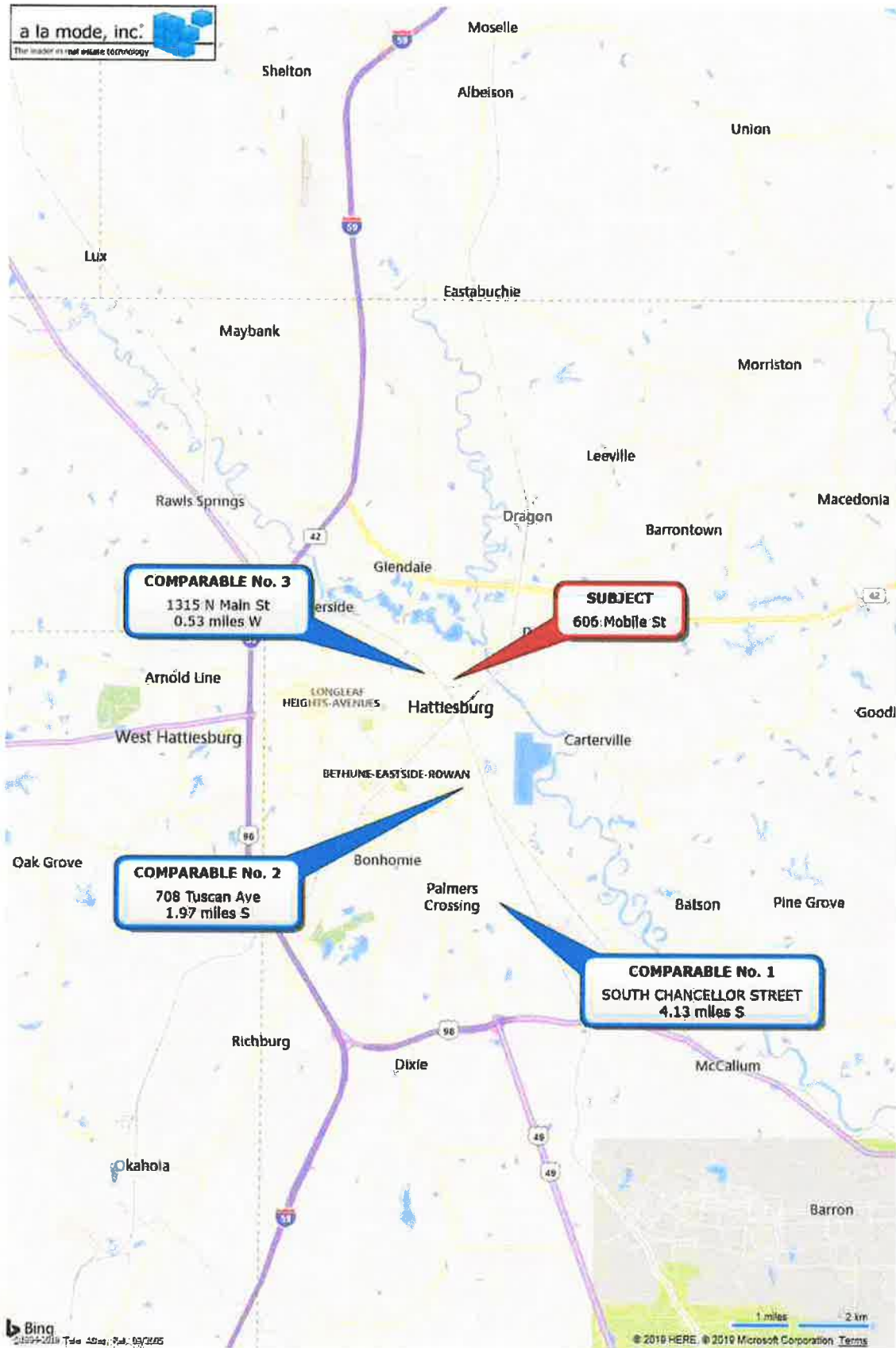
Aerial Site Map

Google Maps



Location Map

Borrower	CLIENT: CITY OF HATTIESBURG			
Property Address	606 MOBILE ST			
City	HATTIESBURG	County	FORREST	State MS Zip Code 39401
Lender/Client	CITY OF HATTIESBURG			



Subject Photo Page

Borrower	CLIENT: CITY OF HATTIESBURG				
Property Address	606 MOBILE ST				
City	HATTIESBURG	County	FORREST	State	MS Zip Code 39401
Lender/Client	CITY OF HATTIESBURG				



Front View of Site/Building
606 MOBILE ST



Rear View of Site/Building



View of Mobile Street

Subject Photo Page

Borrower	CLIENT: CITY OF HATTIESBURG			
Property Address	606 MOBILE ST			
City	HATTIESBURG	County	FORREST	State MS Zip Code 39401
Lender/Client	CITY OF HATTIESBURG			



View of Adjacent Lot to South
606 MOBILE ST



View of Interior of Structure

APPRAISER RESUME

PERSONAL DATA			
Name:	MICHAEL A. HUTCHINSON	Phone Number:	601-520-9390
Company Name:	SOUTHERN MISSISSIPPI APPRAISAL GROUP	Fax Number:	N/A
Address:	605 ADELIN STREET HATTIESBURG, MS 39401	Certifications:	SENIOR RESIDENTIAL APPRAISER, (SRA) APPRAISAL INSTITUTE CERTIFIED RESIDENTIAL APPRAISAL, RA-111, MISSISSIPPI
PROFESSIONAL MEMBERSHIPS			
SENIOR RESIDENTIAL APPRAISER, APPRAISAL INSTITUTE			
MISSISSIPPI ASSESSMENT EVALUATOR, STATE OF MISSISSIPPI			
EDUCATION			
Name of Institution (HS, College, University, etc.)	Dates Attended	Type of Degree or Certificate	
HAZLEHURST HIGH SCHOOL	1974-1976	HIGH SCHOOL DIPLOMA	
COPIAH-LINCOLN JR. COLLEGE	1976-1978	ASSOCIATES OF ARTS	
UNIVERSITY OF SOUTHERN MISSISSIPPI	1978-1983	BACHELOR OF SCIENCE	
Professional/Technical Courses (Appraisal Related)	Date Completed	Sponsoring Organization	
COURSE 101	1999	SOCIETY OF REAL ESTATE APPRAISERS	
COURSE 102	1999	SOCIETY OF REAL ESTATE APPRAISERS	
NARRATIVE DEMONSTRATION APPRAISAL REPORT	1990	SOCIETY OF REAL ESTATE APPRAISERS	
PROFESSIONAL APPRAISAL PRACTICE	1990	SOCIETY OF REAL ESTATE APPRAISERS	
SENIOR RESIDENTIAL APPRAISER DESIGNATION	1990	SOCIETY OF REAL ESTATE APPRAISERS/APPR. INSTITUTE	
CERTIFIED RESIDENTIAL APPRAISER, RA-111	1991	MISSISSIPPI REAL ESTATE LICENSE & CERTIFICATION BRD	
Seminars, Conferences, Clinics Attended	Date Completed	Sponsoring Organization	
COMPLEX LITIGATION APPRAISAL STUDIES	2014	APPRAISAL INSTITUTE	
7-HOUR NATIONAL USPAP UPDATE COURSE	2014	APPRAISAL INSTITUTE	
EVALUATING RESIDENTIAL CONSTRUCTION	2013	APPRAISAL INSTITUTE	
UNIFORM APPRAISAL DATASET/FANNIE MAE/FREDDIE MAC	2011	APPRAISAL INSTITUTE	
BUSINESS PRACTICES AND ETHICS	2010	APPRAISAL INSTITUTE	
ANALYZING THE EFFECTS OF ENVIRONMENTAL CONTAM.	2010	APPRAISAL INSTITUTE	
EMPLOYMENT HISTORY			
Employer's Name and Address	Business Title	Dates of Employment	% of Time Dedicated to Appraising
STAN LIGHTSEY APPRAISAL SERVICES	ASSOCIATE APPRAISER	1985-1986	100%
COLLINS, LIGHTSEY AND ASSOCIATES	ASSOCIATE APPRAISER	1986-1988	100%
PIERCE AND HUTCHINSON APPRAISAL GROUP	APPRAISER/PARTNER	1988-1989	100%
SOUTHERN MISSISSIPPI APPRAISAL GROUP	APPRAISER/PRESIDENT	1990-PRESENT	100%
EXPERIENCE SUMMARY			
OUR FIRM HAS EXPERIENCE IN APPRAISING SINGLE-FAMILY AND MULTI-FAMILY PROPERTIES FOR MORTGAGE, MARKETING AND FORECLOSURE PURPOSES. SINGLE-FAMILY AND VACANT LAND PROPERTIES FOR MARKETING, MORTGAGE, RELOCATION, FORECLOSURE, AND ESTATE PURPOSES. WE HAVE BEEN ON THE HUD APPROVED PANEL SINCE THE MID 1990'S AND OUR FIRM HAS ALSO COMPLETED DESK AND FIELD REVIEWS FOR QUALITY ASSURANCE AND INVESTIGATIVE PURPOSES. ANOTHER SEGMENT OF OUR FIRM WORKS WITH TAX ASSESSORS IN A CONSULTING CAPACITY TO CREATE COST INDEX AND SMALL/LARGE TRACT LAND STUDIES TO AID IN THE EQUALIZATION OF PROPERTY VALUES WITHIN VARIOUS COUNTIES IN SOUTH MISSISSIPPI. OUR FIRM ALSO WORKS IN THE LEGAL/COURT AREA TO CREATE APPRAISALS ON SINGLE-FAMILY AND VACANT LAND PROPERTIES FOR THE PURPOSE OF EQUITY DISTRIBUTION AND ESTATE PLANNING.			
APPRAISAL COVERAGE AREAS		MARKET AND COST DATA SOURCES	
FORREST, LAMAR, PEARL RIVER, MARION, JEFFERSON DAVIS, JONES, COVINGTON, WAYNE, PERRY, AND STONE COUNTIES		LAUREL MULTIPLE LISTING SERVICE HATTIESBURG MULTIPLE LISTING SERVICE PEARL RIVER COUNTY MULTIPLE LISTING SERVICE	
REFERENCES			
JULIE FRAZIER/APPRaisal REVIEWER THE FIRST, NA 5299 OLD HIGHWAY 11 HATTIESBURG, MS 39402		SCOTT J. SCHWARTZ, ATTORNEY AT LAW 711 HARDY STREET HATTIESBURG, MS 39401	
DEBBIE MORAN, APPRAISAL REVIEWER HANCOCK BANK 2610 14TH STREET GULFPORT, MS 39501		J. ED MORGAN COMMISSIONER OF REVENUE; MISSISSIPPI STATE TAX COMMISSION 1677 SPRINGRIDGE ROAD RAYMOND, MS 39154	
DEBBIE RICHARDS, TAX ASSESSOR WAYNE COUNTY COURTHOUSE WAYNESBORO, MS 39367		ANDY BLAKE U.S. DEPARTMENT OF HOUSING 100 WEST CAPITOL STREET JACKSON, MS 39269	
SIGNATURE OF APPRAISER: _____ DATE: _____			

Copy of License

State of Mississippi	
MISSISSIPPI REAL ESTATE APPRAISER LICENSING AND	
CERTIFICATION BOARD	
LICENSE # : RA-111	STATUS: ACTIVE
MICHAEL A HUTCHINSON	
HAS BEEN GRANTED A LICENSE AS A	
STATE CERTIFIED RESIDENTIAL APPRAISER	
Effective Date: 08/01/2019	Expiration Date: 07/31/2021
	
SIGNATURE OF LICENSEE	
Robert E. Praytor, Administrator	

To Whom It May Concern:

My name is William Sturkey and I am an assistant professor of History at the University of North Carolina at Chapel Hill. I am also the author of two books concerning Mississippi history. The first, *To Write in the Light of Freedom: The Newspapers of the 1964 Mississippi Freedom Schools*, is a co-edited collection of newspapers produced by young students of the 1964 Mississippi Freedom Schools that was published with the University Press of Mississippi in 2015. The second, *Hattiesburg: An American City in Black and White*, is a narrative history of Jim Crow in Hattiesburg that was published with Harvard University Press in 2019.

I write to express my support for the former site of the Smith Drug Store in Hattiesburg to be considered an important historic site. The history of the building is featured prominently throughout my most recent book. Located at 606 Mobile Street, the Smith Drug Store operated in the middle of Hattiesburg's once-vibrant black downtown for 55 years between 1925 and 1980. The Smith Drug Store itself was a beacon in Hattiesburg's local black community, especially during the era of Jim Crow. Its owner, Dr. Hammond Smith, conducted perhaps millions of transactions in that space. In 1954, the *Hattiesburg American* noted that Dr. Smith had filled an estimated 500,000 prescriptions in his first 30 years. Even beyond drug sales, the store was important for a variety of other purposes. At a time when black people could not patronize many other local businesses, the store offered a wide range of services, including the sale of toiletries, tobacco, fountain sodas, and check-cashing. The building itself was an iconic site in Hattiesburg's Mobile Street District. Located just around the corner from the all-black Eureka High School, the shop was a popular hangout for hundreds of young people. One student once compared it to the shop "Arnolds" from the television show *Happy Days*. Commercially and socially, the building was an important space for one of the South's most dynamic black business districts.

Dr. Smith's Drug Store was also a site that provided a lot of local jobs and served as a model of black male achievement at a time when many young people looked up to black business owners. His most famous former employee, Jesse Brown, worked at the Smith Drug Store before leaving Hattiesburg and eventually becoming America's first black naval aviator. This story has recently been featured in Adam Makos's 2015 book, *Devotion: An Epic Story of Heroism, Friendship, and Sacrifice*, which has since been optioned by Black Label Media for adaptation as a Hollywood film. Presumably, a scene from the film would show Jesse Brown as a young man in Hattiesburg, maybe even as an employee at the Smith Drug Store. Other noteworthy former employees or patrons, including Dr. Isaac Thomas and Dr. Douglas Conner, cited the example of Hammond Smith and his brother as inspirations for their career trajectories. Walking into the Smith Drug Store and seeing a black man with a medical degree created hope for many young black students during a time when African Americans faced severe disadvantages. "I walked in and I saw the license on the wall, saw the diplomas and things," remembered Dr. Thomas of spending time in the Smith Drug Store, "And I just made up my mind then I wanted to be a pharmacist."

In terms of Mississippi's civil rights history, the Smith Drug Store was an important site of voter rights activism. Dr. Hammond Smith was a pioneer in the struggle for black voting rights. He had been fighting for the right to vote since the 1930s. In 1950, he and his brother were part of a lawsuit, *Peay v. Cox*, that challenged the process of discriminatory voter registration fifteen years

before the 1965 Voting Rights Act. During the mid-to-late 1950s, the Smith Drug Store also served as a local meeting place for NAACP gatherings. On several occasions, Dr. Hammond Smith and his brother hosted meetings with Mississippi NAACP Field Secretary Medgar Evers in that building. They were among the small but dedicated cadre of local civil rights activists who laid the groundwork for the more celebrated movement that escalated during the 1960s. The Smith Drug Store was also an important site of commercial activity during the 1964 Mississippi Freedom Summer. One New York activist I interviewed remembered that it was the only place where they could have checks cashed.

It is my understanding that the Hattiesburg Convention Commission is attempting to acquire the former site of the Smith Drug Store as part of its efforts to preserve several sites important to the city's Mobile Street District. I support this effort whole-heartedly. I am encouraged by their recent renovations to Eureka High School, which I visited in October of 2019, and successful move of Osceola's old home to an area they are now calling the Sixth Street Museum District. This part of town now includes the African American Military History Museum—fashioned out of the oldest black USO built during World War II—and the refurbished Eureka High School, which is also being planned as a museum. The Smith Drug Store would be a tremendous addition to this growing commemorative district. I hope that they see value for it as a potential museum commemorating local black business leaders.

I also must stress that it is urgent that the building itself be acquire by an entity willing to preserve the space. Since I began researching the history of Hattiesburg, the old black downtown has lost two significant structures due to natural disasters and neglect. Over the past few decades, dozens of other buildings in the neighborhood have fallen into disrepair. The Smith Drug Store itself no longer has the street-facing windows that it did when I first laid eyes upon it. They have been broken and left unrepaired.

As the Hattiesburg Convention Commission moves to acquire the former site of the Smith Drug Store, I urge you to consider the historical importance of this space to Hattiesburg and to Mississippi. Please do not hesitate to contact me if I can be of further assistance.

Sincerely,

Dr. William Sturkey
University of North Carolina at Chapel Hill
Department of History
552 Hamilton Hall
CB# 3195
Chapel Hill, North Carolina 27599
wsturkey@live.unc.edu

Richard & Thomas, PLLC
Attorneys at Law

132 Westover Drive
Hattiesburg, MS 39402

Stephen K. Thomas

(601)602-2457 phone
(601)602-2458 fax

December 3, 2019

City of Hattiesburg
Attn: Ann Jones
P.O. Box 1898
Hattiesburg, MS 39403-1898

Re: 604 and 606 Mobile Street, Hattiesburg, Forrest County, Mississippi

Lot One (1) of Block One (1) of the Robertson and Cook Sub-Division of Block One Hundred Thirteen (113) of the Kamper and Whinnery Sub-Division No. Two (2) of the City of Hattiesburg, Forrest County, Mississippi, same being in Section Three (3), Township Four (4) North, Range Thirteen (13) West, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

AND ALSO,

Lot Two (2) of Block One (1) of the Robertson and Cook Sub-Division of Block One Hundred Thirteen (113) of the Kamper and Whinnery Sub-Division No. Two (2) of the City of Hattiesburg, Forrest County, Mississippi, same being in Section Three (3), Township Four (4) North, Range Thirteen (13) West, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

Pursuant to your request, I have examined the land records on file in the office of the Chancery Clerk of Forrest County, Mississippi, relating to the above described real property for a period back of thirty-one years prior to this date, and find sufficient evidence that the above conveyed by Warranty Deed to **HARVELL HARRIS, JR., and BELINDA F. HARRIS**, dated November 25, 2003 and recorded in Land Deed Book 922 at Page 656. Based upon my examination for the aforesaid period and with the presumption that prior conveyances in chain of title are legal and valid, it is my opinion that the said Harvell Harris, Jr., and Belinda F. Harris, own the fee simple, merchantable title in and to above described real property subject to the following liens, encumbrances and reservations;

RESERVATIONS

1. This opinion does not cover the oil, gas or other minerals lying on or under said property and no opinion is given thereon.

2. As no current survey is present, I do not certify as to the actual occupancy, nor to matters which should be revealed by an accurate survey of subject lands, nor do I certify rights of parties in possession, deficiency in the quantity of lands, boundary line disputes, roadways, unrecorded servitudes or easements, any matters not of proper record which would be disclosed by a true and accurate survey and inspection of the property, and easements or other uses of subject lands not so visible from the surface.

3. Title is subject to any liability or loss due to environmental contamination by past uses of the property as a toxic hazardous waste site, or due to violation of any environmental protection law of any governmental body.

4. Title is subject to instruments of record being properly filed and indexed in the office of the Chancery Clerk where the property is located.

5. This is not a guarantee of title and is not an insurance policy on said property, and this opinion is for the use and benefit of only the party or parties to whom it is addressed and may not be availed of or relied upon by any other person(s) or entity.

ENCUMBRANCES

None.

TAXES

Taxes assessed by Forrest County, Mississippi for 2019 are not due and owing but would constitute a lien against said property if not paid by January 31, 2020.

2018 Forrest County ad valorem taxes for Parcel No. 2-029G-03-416.00, PPIN 23728, are **paid** in the amount of \$515.68. (Lot 1 – 606 Mobile Street)

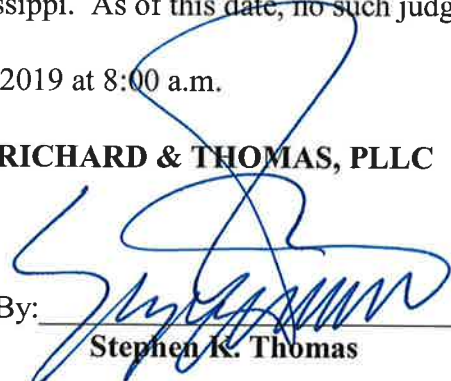
2018 Forrest County ad valorem taxes for Parcel No. 2-029G-03-417.00, PPIN 23729, are **paid** in the amount of \$78.29. (Lot 2 – 604 Mobile Street)

JUDGMENTS

This opinion reflects only those judgments recorded on the Judgment Rolls in the office of the Circuit Clerk of Forrest County, Mississippi. As of this date, no such judgments appear.

This, the 3rd day of December, A.D., 2019 at 8:00 a.m.

RICHARD & THOMAS, PLLC

By: 

Stephen K. Thomas



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones

cc:

Date: Tuesday, January 21, 2020

Re: Approve Agreement between City of Hattiesburg and Hattiesburg Convention Commission for the management, operation and program development of the Historic Smith Drug Company Building and authorize the Mayor to execute the same.
File Number: 2020-482
Minute Book #

Summary

Approve agreement between City of Hattiesburg and Hattiesburg Convention Commission for the management, operation, and program development of the Historic Smith Drug Company Building and authorize the Mayor to execute the same.

Recommendation Statement

I recommend the approval and execution of the agreement between the City of Hattiesburg and Hattiesburg Convention Commission for the management, operation and program development of the Historic Smith Drug Company Building.

Please place this on the January 21, 2020 City Council meeting for consideration.



HISTORIC SMITH DRUG COMPANY BUILDING AGREEMENT

This Agreement, effective the 21st day of January 2020 between the City of Hattiesburg (hereinafter named "City") and the Hattiesburg Convention Commission;

RECITALS

1. Senate Bill 3232 approved May 3, 1991, creates the Hattiesburg Convention Commission for the "promotion of conventions and tourism." [SECTION 2(1)]
2. SECTION 4 of the Act states in part,

"The commission shall have jurisdiction and authority over all matters relating to the establishment, development, construction, furnishing and equipping of convention and tourism-related facilities within the City of Hattiesburg, including the authority to enter into such contracts and agreements as may be necessary to carry out the intent of this act....."
3. SECTION 5 of the Act refers to the provision of funds for the construction, furnishing, equipping, erection and operation of tourism and convention facilities. The Commission is authorized to make contracts in that respect and has full and sole discretion and authority to do so as long as it complies with the law.
4. The Convention Commission, created by Legislative act, is a separate and independent body corporate and politic. Its members are appointed by the Mayor and confirmed by the City Council, and its budget is approved by the City Council. The Convention Commission seeks to function with the City in common effort to achieve growth and responsible stewardship.
5. The City has requested the Commission to continue to provide operational funding, operational management, marketing, staffing and overall management and program development of the Historic Smith Drug Company building and related property. The Commission is authorized to, and accepts such request.

WITNESSETH

Therefore, in consideration of the foregoing and the terms and conditions hereinafter contained, the City and the Hattiesburg Convention Commission do hereby agree as follows:

Article I SCOPE

The Scope of contract shall be to provide operational funding, operations and operational management, marketing, staffing and overall management and program development of the Historic Smith Drug Company building, an important historic building within Hattiesburg's Sixth Street Museum District and Historic Mobile Street Area and a building owned by the City of Hattiesburg.

Article II

DURATION OF CONTRACT

The Hattiesburg Convention Commission shall begin the herein described duties under this contract on January 21, 2020. These contracted duties and responsibilities shall be performed by the Hattiesburg Convention Commission until either party exercises its rights of cancellation as outlined in Article III.

Article III

NOTICE OF CANCELLATION

The City of Hattiesburg and the Hattiesburg Convention Commission reserve the right to cancel this agreement at any time upon six months written notice to the other party. The City of Hattiesburg agrees to reimburse on a pro rata basis, the Hattiesburg Convention Commission for capital equipment or major renovation expenditures installed in or on the Historic Smith Drug Company building and related areas in the two years prior to date of notice of cancellation.

Article IV

COVENANT AGAINST CONTINGENT FEES

The Hattiesburg Convention Commission shall comply with all relevant federal, state and local laws. The Hattiesburg Convention Commission warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Hattiesburg Convention Commission, to secure this contract, and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the awarding of this contract. For evidenced breach or violation of this warranty the City shall have the right to annul this contract without liability, or, at its discretion, to deduct from the contract price the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Article V

MANAGEMENT AUTHORITY

Execution of this contract by the City shall designate the Hattiesburg Convention Commission as the Management Agency of record for the Historic Smith Drug Company building and related areas. The Hattiesburg Convention Commission shall be authorized to act on behalf of the City with regard to all contractual matters including management, marketing, maintenance, capital improvements, events and general operational activities, as well as the approval and contracting of outsourced services, establishment of all operational procedures and policies and procedures for all users, provision of data and information,

collection of revenues and application of same towards operations, as well as contact with the press, media and general public.

The Hattiesburg Convention Commission maintains policies and practices that are designed to prevent discrimination against any qualified employee or applicant on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, disability and medical condition to the extent protected by law. This policy of nondiscrimination applies to all employment practices, including hiring, compensation, benefits, promotion, training, and termination.

The City may at all reasonable times review and inspect operational management, marketing, and maintenance programs and procedures under this agreement and amendments thereto.

Article VI

ASSIGNMENT OR TRANSFER

The Hattiesburg Convention Commission agrees not to assign or transfer this contract in whole without prior written approval of the City. The Hattiesburg Convention Commission reserves the right to assign specific performance functions named in this contract to privately contracted firms as it deems appropriate. The Hattiesburg Convention Commission agrees that said assignment does not waive its responsibilities or obligations under the terms of this agreement.

Article VII

COVENANTS BINDING UPON SUCCESSORS AND ASSIGNS

The covenants herein contained shall, except as otherwise indicated, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said parties have hereto set their hands and affixed their seals the day and year above first written.

HATTIESBURG CONVENTION COMMISSION
One Convention Center Plaza
Hattiesburg, MS 39401

Chair, Hattiesburg Convention
Commission

By:

— Jennifer Payne

CITY OF HATTIESBURG
P.O. Box 1898
Hattiesburg, MS 39403-1898

By:

Toby Barker
Mayor, City of Hattiesburg



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kimberly Williams, Administrative Assistant

cc: Kermas Eaton, City Clerk, Sherrocko Stewart, Fire Chief, Danny Wade, Assistant Fire Chief

Date: Tuesday, January 21, 2020

Re: Approve Agreement between the City of Hattiesburg Fire Department and Emergency Reporting to provide software subscription, setup, and support for a 5-year period beginning January 15, 2020 and ending January 14, 2025, and authorize Mayor to execute the same.
File Number: 2020-26
Minute Book #

Summary

Approve agreement between the City of Hattiesburg Fire Department and Emergency Reporting to provide software subscription, setup, and support for a 5-year period beginning January 15, 2020 and ending January 14, 2025, and authorize Mayor to execute the same.

Recommendation Statement

Recommend approval of agreement with Emergency Reporting for Fire Department reporting software.

Please place this on the January 21, 2020 City Council meeting for consideration.

Order Form



Emergency Reporting
 2200 Rimland Dr., Suite 305
 Bellingham, WA 98226
 www.emergencyreporting.com
 Phone: 866.773.7678
 Fax: 866.929.6157

ER Contact Details

Prepared by Hedy Rose Kraft Phone (504) 235-8282
 Email hedy.kraft@emergencyreporting.com Fax (866) 929-6157

Customer Contact Details

Account Name Hattiesburg Fire Department Quote Number 00020952
 Contact Name Danny Wade Created Date 12/30/2019
 Phone (601) 270-4541 Customer Type New
 Email dwade@hattiesburgms.com
 Ship To 622 Corinne Street
 Hattiesburg, MS 39401
 USA
 County Forrest

Order Summary

Product	Product Code	Quantity	Sales Price	Discount	Total Price	Line Item Description
Pro Platform Base Package - Fire Bundle	ENT-13.1	1.00	USD 4,000.00	20.00	USD 3,200.00	Annual maintenance fee [Fire Package, Vision+ Google Maps, BI Basic (when available)]
Pro Platform - Station Plan	ENT-20.1	8.00	USD 750.00	20.00	USD 4,800.00	Annual Subscription Fee
InspectER App - Level 3 (Company)	APP-OCYPY4	5.00	USD 480.00	50.00	USD 1,200.00	Annual subscription fee (+ 20 additional licenses)
InspectER App - Level 3 (Inspector)	APP-OCYPY3	1.00	USD 480.00	50.00	USD 240.00	Annual subscription fee (initial license)
Pro Interface Plan	API-120	1.00	USD 750.00		USD 750.00	Annual CAD interface fee (to Caliber Public Safety) & up to 3 API connections
Basic Training Plan	ENT-S12	1.00	USD 500.00		USD 500.00	One-time setup fee (2-hours of live webinar training)
Basic Implementation Plan	ENT-S2	1.00	USD 500.00		USD 500.00	One-time NFIRS & Occupancy data Import fee

Summary

Bill To Name Hattiesburg Fire Department
 Bill To PO Box 1898
 Hattiesburg, MS 39403-1898
 USA

Years 5

Payment Schedule Yearly

Initial invoice will be issued upon receipt of the order form. If this represents a problem for the accounting department please contact your sales rep.

Year 1 Total

Yearly Subscription USD 9,440.00
 Fees
 Annual CAD Link USD 0.00
 Maintenance Fees
 Annual Vision Fee USD 0.00
 Annual Safety USD 0.00
 Analytics Fee
 One-Time Setup USD 1,000.00
 Fees

PLEASE FAX SIGNED ORDER TO 1-866-929-6157 OR SCAN / E-Mail to orders@emergencyreporting.com

Annual Interface Fee	USD 750.00
Data Import Fee	USD 0.00
Training Fees	USD 0.00
Professional Services	USD 0.00
Custom Development	USD 0.00
Year 1 Cost	USD 11,190.00
Year 2 Cost	USD 10,495.70
Year 3 Cost	USD 10,810.57
Year 4 Cost	USD 11,134.89
Year 5 Cost	USD 11,468.93

Data Import & Contact Information - *Required to Process Order

FDID:
18004

EMS ID:

*Is the organization tax exempt? yes ☒ no ☐
If "Yes", please include a copy with your order form.

*Do you have NFIRS data to be imported? yes ☒ no ☐
- This is included in your setup fee.

There is a \$500 charge (as a group) to import any of the non-NFIRS data listed below. If you wish to import any non-NFIRS data and the "import fee" is not a line item on this order form, please contact your sales rep to have the order form updated. Your order cannot be processed until this fee is added to the above products "line item" list. ER doesn't import training records at this time.

Other Imports (Check all that apply - imported for a fee)

- ☒ Equipment
- ☒ Occupancy
- ☒ Hydrants
- ☒ Flow Test
- ☒ Personnel
- ☒ Apparatus

The ER Support team will configure your account to export NFIRS data to the state fire marshal's office, provided the office receives NFIRS data. As a courtesy, ER will also send a copy of the email to your department. Please enter the department email to receive these email in the space provided above.

*Dept. NFIRS Email Recipient:

kwilliams@hattiesburgms.com

- Please check one. **(New Customer Accounts Only)**
For Occupancy Module configuration would you like your setup to be based on NFPA ☐ or ICC ☐?

* This is for setting up Categories and Subcategories.

*Account Setup Contact Name: Kimberly Williams

*Phone#: 601-582-3311 Option 6

*e-mail: kwilliams@hattiesburgms.com

Notes / Comments

Special Order Terms The Flat File Parser CAD link actually parses data from a predetermined folder where your CAD system puts the call data so no link actually exists directly between ER's system and Caliber Public Safety. Some CAD systems require the installation of an additional program to push the required call data to a specific folder in text or .xml format. Please have your dispatch center contact Caliber Public Safety to determine if your current system already has the capability in place or if they'll need to purchase that as an additional feature. The CAD link may take 90 to 120 days to develop, test, and deploy.

Terms & Conditions

Emergency Reporting, a trade name of Backdraft OpCo, LLC ("COMPANY"), and the above named account ("AGENCY") are entering into an agreement as of the signature date.

Fire & EMS Solution Terms & Conditions

COMPANY shall perform the following services:

1. Collect emergency response data via a website accessible at <https://secure.emergencyreporting.com>.
2. Maintain collected data to standards set by FEMA's National Fire Incident Reporting System (NFIRS) and/or the National Emergency Medical Services Information System (NEMSIS), version 3.3.4 or 3.4.0 as supported by your state.
3. Provide EMS export services for states that are officially supported by COMPANY for EMS exports. Due to the number of states that have modified the NEMSIS standard, NEMSIS 3 is not a supported EMS Export type in many cases. State EMS reporting is not supported unless the state is specifically listed on our website.
4. Provide ongoing changes and bug fixes, at no additional charge, to remain in compliance with NFIRS & NEMSIS 3.

5. For supported states and exports (NFIRS, state specific EMS, or other export types) provide email or direct HTTPS download to the necessary recipients. If possible, COMPANY will configure direct submission to the state; if the state prohibits third party submissions, COMPANY will provide Agency with the applicable data for state reporting requirements.
6. Ensure appropriate security, privacy, and encryption of data transmitted to and from the website, in compliance with COMPANY's internal policies, federal HIPAA regulations and industry practices regarding security.
7. Provide access to the website by current browser technology as stated here:
<https://emergencyreporting.com/emergency-reporting-system-requirements/>
8. Provide data backup to guard against data loss in the event of catastrophic system failure.
9. Guarantee uptime of 99.9%, as calculated on an annual basis.

The Agency shall be responsible for the following:

1. Maintain an active user list of accounts that are authorized to access the website.
2. Pay all outstanding charges in a timely fashion. Non-timely payment may result in deactivation of service (deactivation will occur with warning to the AGENCY; AGENCY data will be accessible when charges are brought current).
3. Maintain active Internet Service Provider (ISP) services to access the website. ISP charges are not included in this agreement. ISP failures are not the responsibility of COMPANY.
4. Use supported web browsers as listed in the COMPANY website:
<https://emergencyreporting.com/emergency-reporting-system-requirements/>
5. The AGENCY agrees to abide by the Company TERMS OF SERVICE which can be found at:
<https://www.emergencyreporting.com/terms-of-service/>

Additional CAD Link Terms & Conditions

COMPANY shall perform the following services:

1. Web Service CAD Links - Receive CAD interface data to the following address:
<https://secure.emergencyreporting.com/WS/V1.0/Dispatch/CallCenter.php>. COMPANY reserves the right to reject or ignore invalid data.
2. For Flat File Parser (FFP) integration, COMPANY shall provide a cloud service that automates the parsing process and route CAD incident data to your specific account.
3. Provide ongoing changes and bug fixes, to keep the CAD Interface address specified above operational.
4. Supply mapping (alias) tools, submission tracking, and general processing tools to assist in the management of CAD supplied data to COMPANY standards.
5. Ensure appropriate security, privacy, and encryption of data transmitted to and from the website, in compliance with COMPANY's internal policies, federal HIPPA regulations and industry practices regarding security.

The Agency shall be responsible for the following:

1. Provide clean, valid data for processing, either via text, xml (for Flat File Parser Integrations) or web services (for web services direct installations)
2. For FFP Integrations, the Agency shall provide a computer to install a SFTP client that shall have access to CAD RMS export file directory where text or xml files are dropped with the following SFTP settings:
 1. SFTP
 2. Port 22
 3. Server <http://cadfiles.emergencyreporting.com>
 4. Username and Password setup on time of integration
3. If agency does not supply SFTP client, BDO shall provide client at an additional cost.
4. Agency shall provide technical staff to assist with integration, debugging, networking, and general troubleshooting of CAD link technology and infrastructure.
5. Additional charges from your CAD vendor may apply and should be discussed with that vendor.
6. Once your CAD link is deployed any changes to the format of the file and or changes of the CAD system that result in a rebuilding of the CAD link connection may result in change order fees.

Governing Law. The AGENCY agrees that the rights of user and COMPANY shall be governed by the Laws of the State of Washington, without regard to any conflicts of law, rules or provisions. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to this agreement shall be in an appropriate State or Federal Court located in WA State.

Data Ownership. All data transmitted to the website remains the property of the AGENCY. Retransmission of this data to the necessary state reporting authorities is authorized. Modifying, deleting or other modifications of submitted incident data by COMPANY is prohibited. Scientific research that is based on broad data trends is authorized, but no AGENCY specific data is to be made visible to any third parties.

Statute of Limitation. The AGENCY agrees that any cause of action you may have against COMPANY must be commenced within (6) six months after the claim arises.

Pricing. The AGENCY agrees to the prices set forth in this agreement. COMPANY will apply an annual price increase of 3% during the term of the agreement. In addition, COMPANY reserves the right to modify AGENCY pricing at the contract renewal date, and will provide 30 day advance written notice of its intent to do so.

Termination. AGENCY can terminate service at any time upon 30 days written (or email) notice. However, having entered into a multi year contract AGENCY agrees that any fees paid in advance will not be refunded to the Agency as penalty for canceling agreement.

Billing Cycle Start Date. The AGENCY agrees that the billing cycle start date will become effective on the 1st of the following month in which the signed order form is received by COMPANY.

Copyright. The AGENCY recognizes that the COMPANY website is protected under U.S. copyright and trademark law, international conventions and other applicable law. The AGENCY agrees to not license, sell, publish, decompile, reverse engineer, or otherwise deconstruct any portion of COMPANY's technology.

COMPANY uses computer technology to collect data, and no such technology is 100% reliable at all times. System failures may occur without warning. Although all efforts will be made to prevent such failures, the AGENCY recognizes that these failures are outside the control of COMPANY, and agrees to hold COMPANY, its principals, employees, and agents harmless. If any court holds any portion of this Agreement to be unenforceable, then the remainder of this Agreement shall survive.

Order Agreement

Print Name _____

Title _____

Phone # _____

Signature _____

Date _____

Select Billing Frequency:

If no billing cycle is selected, the account will automatically be billed yearly.

Monthly [☐] Yearly [☒]

Would you like to receive a copy of your invoice:

Electronically [☒] Mail [☐]

* If electronically please include an email address:

E: kwilliams@hattiesburgms.com

**Please complete the signed order and fax to: 866.929.6157 OR
scan and email to: orders@emergencyreporting.com**



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Sherrocko Stewart, Fire Chief

cc: Jennifer Shows, Grants Coordinator, Dawn Burns, Accountant

Date: Tuesday, January 21, 2020

Re: Acknowledge receipt of the award for the 2019 Georgia Pacific Bucket Brigade Grant Program in the amount of \$5,000 for the purchase of equipment for the Hattiesburg Fire Department.
File Number: 2020-458
Minute Book #

Summary

2019 Georgia Pacific Bucket Brigade Grant Award

Recommendation Statement

I recommend acknowledgement of the receipt of the award for the 2019 Georgia Pacific Bucket Brigade Grant Program in the amount of \$5,000 for the purchase of equipment for the Hattiesburg Fire Department.

Please place this on the January 21, 2020 City Council meeting for consideration.



CHECK NUMBER
909904862

Georgia-Pacific

CHECK #: 0909904862

DATE: 11-11-2019

"Press or rub with finger.
If the blue colored symbol disappears,
this document is authentic."

PAY EXACTLY	\$*****5,000.00
--------------------	-----------------

CITY OF HATTIESBURG MS
HATTIESBURG FIRE DEPARTMENT
622 CORINNE ST
HATTIESBURG MS 39401-3851

Tyler L. Work

0909904862 021309379 6301446450509

Georgia-Pacific

GEORGIA-PACIFIC FINANCIAL MANAGEMENT LLC
20 MERCER STREET
HACKENSACK, NJ 07601



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones

cc:

Date: Tuesday, January 21, 2020

Re: Approve or deny changes to wages and salaries proposed in accordance with Ordinance No. 3154.
File Number: 2020-467
Minute Book #

Summary

Approve or deny changes to wages and salaries in accordance with Ordinance No. 3154 for Public Works Department and Administration Department.

Recommendation Statement

I recommend the approval of the attached salary changes in accordance with Ordinance No. 3154 in the Public Works and Administration Departments.

Please place this on the January 21, 2020 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, January 21, 2020

Re: Approve a Subrecipient Agreement with Breakthrough Community Services to provide Emergency Repairs in connection with the City's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Grant Program and authorize the Mayor to execute the same.
File Number: 2020-472
Minute Book #

Summary

Subrecipient Agreement with Breakthrough Community Services to provide Emergency Repairs in connection with the City's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Grant Program. {Entitlement}

Recommendation Statement

I recommend the approval and authorization of this Subrecipient Agreement with Breakthrough Community Services to provide Emergency Repairs in connection with the City's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Grant Program. {Entitlement}

Please place this on the January 21, 2020 City Council meeting for consideration.

CITY OF HATTIESBURG

COMMUNITY DEVELOPEMNT BLOCK GRANT
EMERGENCY REPAIR PROGRAM (HOUSING)
BREAKTHROUGH COMMUNITY SERVICES
SUBRECIPIENT AGREEMENT

THIS contract (hereinafter the “AGREEMENT”), is made and entered into this 21st day of January, 2020 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the “Grantee”), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and Breakthrough Community Services (hereinafter called the “Subrecipient”), located in the City of Hattiesburg (1313 Country Club Road) for an amount not to exceed **\$10,000.00 per project for a minimum of three (3) projects, and not to exceed a total amount of \$30,000 for the period covered in this agreement. For the purposes of this agreement, project is defined as an emergency repair as defined by the City of Hattiesburg’s CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Program Manual (Section III, (C)), and performed on a single-family owner-occupied dwelling.** This agreement shall terminate on or before the 31st day of December 2020, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds for: The City’s Emergency Repair Program {Entitlement}

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

1. SCOPE OF SERVICE

A. Activities

The Subrecipient will procure and/or provide all skilled and unskilled labor in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Subrecipient’s use of these funds shall be limited to the procurement of materials and services needed in performing eligible emergency repairs for eligible applicants, as well as a payment of \$500.00 per project (Project Delivery fee), payable to the subrecipient upon successful completion of each unit. Activities in such program must be eligible under the Community Development Block Grant Program. Project Delivery fee may not exceed fifteen percent (15%) of the total Subrecipient project cost for any project, and the Grantee will make reduction to the fee as necessary.

Project Delivery

The Subrecipient will provide labor, whether paid or volunteer, to execute repairs on single-family owner-occupied homes, within the scope of its

mission using standard materials necessary in eliminating the conditions that are deemed an immediate threat to the health, safety, or welfare of the occupants.

The Subrecipient will collect applicant information on Grantee-provided forms and determine eligibility for assistance. Applications will be forwarded to the Grantee for final verification of eligibility. For eligible projects, the Subrecipient will provide case management and the City of Hattiesburg will reimburse up to \$10,000 per project for associated expenses, including a flat fee of \$500.00 for project delivery, subject to the limitations described herein.

General Administration

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

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's national Objectives – 1) project benefits low-moderate income persons, 2) aid in the prevention or elimination of slums and/or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

C. Implementation Schedule

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

TASK/ PROGRAM GOAL	DATE
Emergency repairs to single-family owner-occupied homes within the city limits	January 21, 2020 – December 31, 2020
Completion of 1 st Emergency Repair	May 1, 2020
Completion of 2 nd Emergency Repair	July 1, 2020
Completion of 3 rd Emergency Repair	September 1, 2020

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against the goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within (10) days after being notified by the Grantee, contract termination will begin and all funding will end. Subrecipient must return any unused funds promptly.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 21st day of January, 2020, and end on the 31st day, December, 2020. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

III. BUDGET

It is understood that project costs by line item below may vary depending on the scope of each project undertaken. As such, the “Per Project” budgets below are example guidelines for sample projects with costs of up to \$5,000 and \$10,000, respectively. The “Total Cost” amounts by line item are firm, and variances to these amounts up to 10% require written approval from the Director of Urban Development. Cumulative variances to line items of more than 10% over the life of this agreement will require a formal agreement amendment.

	<u>\$5,000 Project</u>	<u>\$10,000 Project</u>	<u>Total Max</u>
Project Delivery	\$500.00	\$500.00	\$1,500.00
Materials & Contractors	\$4,500.00	\$9,500.00	\$28,500.00
Total Costs	\$5,000.00	\$10,000.00	\$30,000.00

Indirect costs shall not be applied in the performance or administration of this agreement. The Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the

Grantee under this Agreement shall not exceed **\$10,000.00 per project**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance. The Subrecipient will be reimbursed, on no more than a monthly basis, provided verification of eligible expenses is provided.

Payments to the Subrecipient may be contingent upon the certification of the Subrecipient's financial management system in accordance with the acceptable standards specified in OMB Circular A-110.

V. NOTICES

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

Grantee	Breakthrough Community Services
City of Hattiesburg Urban Development Director CDBG 601-545-4590 601-554-1006	Warren Carter, Executive Director 1313 Country Club Road Hattiesburg, MS 39401 Phone: (601) 582-3475 Fax:

VI. SPECIAL CONDITIONS

Lead and/or Asbestos Testing and/or Abatement

For eligible units assisted under this agreement, where it is necessary to test or abate lead or asbestos in the course of work, reasonable and necessary expenses for such testing and/or abatement will not be charged against the \$10,000 cap per unit or the \$30,000 cap for the gross amount of the agreement. Such lead and/or asbestos testing and/or abatement expenses should be documented separately from routine unit expenses, and will be reimbursed independently. Requests for such funds and their subsequent reimbursement will follow the same procedure as routine requests for funds.

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

Utilization of Funds

If the Subrecipient fails to comply with the terms of this Agreement, such as C. Implementation Schedule or the expenditure of 50% of obligated funds by the 3rd Quarterly Report, the Grantee can terminate this without giving a 30-day notice. See Section H. Suspension or Termination.

VII. GENERAL CONDITIONS

A. General Compliance

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

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as the Subrecipient is an independent subrecipient.

C. Liability and Hold Harmless

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

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

D. Workers’ Compensation

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

E. Insurance

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage. The Subrecipient shall comply with insurance requirement of OMB Circular A-110, Bonding and Insurance.

F. Grantor Recognition

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

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the Grantee or Subrecipient from its obligations under this Agreement.

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

This Agreement contains the entire understanding of the parties, and any change of any term or provision of the Agreement can be approved by the City Council. Any such amendment shall be attached to and made a part of this Agreement.

H. Suspension or Termination

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

option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part without notice, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds to be paid for past work until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

I. Networking and Coordination

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

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all cost incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circular A-122 "Cost Principles for Non-Profit, or A-21 "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

If the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative

Requirements for Grants and Cooperative Agreements to State and Local governments,” and OMB Circular A-87 would apply to this Agreement.

B. Documentation and Record-Keeping

1. Records to be Maintained

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

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

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this must be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

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

4. Disclosures

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when

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

5. Property Records

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

6. Close-Outs

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

7. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable OMB Circular A-133.

C. Reporting and Payment Procedures

1. Payment Procedures

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

liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

2. Progress Report

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

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of materials and shall maintain inventory records.

2. OMB Standards

The Subrecipient shall procure all materials in accordance with the requirements of OMB Circular A-110, Procurement Standards, as well as, applicable sections of 24 CFR Part 85. Further, any subcontracts executed in connection with the implementation of this grant must adhere to the same standards.

3. Travel

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

X. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

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

4. Section 504

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

B. Affirmative Action

1. Plan

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

2. W/MBE

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

3. Access to Records

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

4. Notifications

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

5. EEO/AA Statement

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

6. Subcontracting Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

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

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the

Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements.

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

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

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

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

b. Notifications

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

c. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports

and supported with documented evidence of follow-up actions to correct areas of noncompliance.

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form- LLL, "Disclosure form to Report Lobbying," in accordance with its instructions.
- c. It will require that the language of paragraph (d) of this certification be included in award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- d. Lobbying Certification – Paragraph d

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

6. Copyright

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

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead Based Paint

The Subrecipient agrees that any repair of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to

1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood level screening for children under the age of seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on the Federal, state or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected hereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS THEREOF,

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

City of Hattiesburg, Mississippi

**Breakthrough Community
Services**

By: _____
Toby Barker, Mayor

By: _____
Warren Carter

Date: _____

Date: _____

Attest: _____
Kermas Eaton, City Clerk

Attest: _____

Date: _____

Date: _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, January 21, 2020

Re: Ratify and confirm the Mayor's reappointment of Tom Boldo (W2) to the Historic Conservation Commission for a term beginning Feb 18, 2020 an ending June 30, 2024.
File Number: 2020-476
Minute Book #

Summary

Appointment of Tom Boldo to the Historic Conservation Commission

Recommendation Statement

I recommend ratification and confirmation of the appointment of Mr. Tom Boldo (Ward 2) to the Historic Conservation Commission for the requested term of February 18, 2020 through June 30, 2024.

Please place this on the January 21, 2020 City Council meeting for consideration.

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION Hattiesburg Historic Conservation Commission

TERM OF OFFICE 5 years PERIOD February 18, 2020 – June 30, 2020

REPLACES N/A (Reappointment)

NAME OF PROPOSED APPOINTEE Tom S. Ramirez Boldo

ADDRESS 1406 Main St.

HOME PHONE NUMBER 512-619-4520 WARD Ward 2

PLACE OF EMPLOYMENT RealManage

EMPLOYMENT ADDRESS 1406 Main St.

EMPLOYMENT PHONE NO: 512-619-4520 POSITION Senior Community
Association. Manager

PERSON CONTACTED BY Russell Archer, Historic Preservation Planner DATE Jan 2020

AGREED TO SERVE Yes



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, January 21, 2020

Re: Ratify and confirm the Mayor's reappointment of Glenn Nees (W4) to the Historic Conservation Commission for a term beginning Feb 18, 2020 and ending June 30, 2023.
File Number: 2020-478
Minute Book #

Summary

Appointment of Glenn Nees to the Historic Conservation Commission

Recommendation Statement

I recommend ratification and confirmation of the appointment of Mr. Glenn Nees (Ward 4) to the Historic Conservation Commission for the requested term of February 18, 2020 through June 30, 2023.

Please place this on the January 21, 2020 City Council meeting for consideration.

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION Hattiesburg Historic Conservation Commission

TERM OF OFFICE 4 years PERIOD February 18, 2020 – June 30, 2023

REPLACES N/A (Reappointment)

NAME OF PROPOSED APPOINTEE Glenn Nees

ADDRESS 301 S. 22nd Ave.

HOME PHONE NUMBER (601) 674-6000 WARD Ward 4

PLACE OF EMPLOYMENT Self-employed architect

EMPLOYMENT ADDRESS 301 S. 22nd Ave.

EMPLOYMENT PHONE NO: (601) 674-6000 POSITION Architect

PERSON CONTACTED BY Russell Archer, Historic Preservation Planner DATE January 2020

AGREED TO SERVE Yes



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, January 21, 2020

Re: Ratify and confirm the Mayor's reappointment of Dr. Margaret Dwight Shelton (W2) to the Historic Conservation Commission for a term beginning February 18, 2020 through June 30, 2024.
File Number: 2020-479
Minute Book #

Summary

Appointment of Dr. Margaret Dwight Shelton to the Historic Conservation Commission.

Recommendation Statement

I recommend ratification and confirmation of the appointment of Dr. Margaret Dwight Shelton (Ward 2) to the Historic Conservation Commission for the requested term of February 18, 2020 through June 30, 2024.

Please place this on the January 21, 2020 City Council meeting for consideration.

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION Hattiesburg Historic Conservation Commission

TERM OF OFFICE 5 years PERIOD February 18 – June 30, 2024

REPLACES N/A (Reappointment)

NAME OF PROPOSED APPOINTEE Dr. Margaret Dwight Shelton

ADDRESS 1004 Spencer St, P. O. Box 749

HOME PHONE NUMBER (Cell) 601-550-4655 WARD Ward 2

PLACE OF EMPLOYMENT Retired Professor

EMPLOYMENT ADDRESS N/A

EMPLOYMENT PHONE NO: N/A POSITION Retired Professor

PERSON CONTACTED BY Russell Archer, Historic Preservation Planner DATE January 2020

AGREED TO SERVE Yes



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, January 21, 2020

Re: Ratify and confirm the Mayor's appointment of Ronnie Perkins to the Pine Belt Regional Solid Waste Authority, to fill the unexpired term of Wanda Tyler, for a term beginning January 21, 2020 and ending June 29, 2021.
File Number: 2020-486
Minute Book #

Summary

Appointment of Ronnie Perkins to the Pine Belt Regional Solid Waste Authority

Recommendation Statement

I recommend ratification and confirmation of Ronnie Perkins to the Pine Belt Regional Solid Waste Authority to fill the unexpired term of Wanda Tyler from January 21, 2020 through June 29, 2021.

Please place this on the January 21, 2020 City Council meeting for consideration.

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Pine Bely Regional Solid Waste Authority

TERM OF OFFICE: 4 Years

REPLACES: Wanda Tyler

TERM EXPIRED RESIGNED X

DOES THIS REQUIRE A PUBLIC OFFICIAL'S BOND? YES NO

NAME OF APPOINTEE: Ronnie Perkins

ADDRESS: 1202 James Street

HOME TELEPHONE NUMBER

WARD:

PLACE OF EMPLOYMENT: City of Hattiesburg

EMPLOYMENT ADDRESS: 1202 James St

EMPLOYMENT PHONE NUMBER 601-545-4545

POSITION: Director of Public Works

PERSON CONTACTED BY: Mayor Toby Barker

DATE

DATE CONTACTED:

AGREED TO SERVE: DECLINED:



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, January 21, 2020

Re: Approve and Authorize Mayor to execute a Temporary Construction Easement with SAIA Motor Freight Line, LLC for a portion of Parcel No. 2-011-15-005.00 (PPIN 008991) in Forrest County for the purpose of relocating utilities for the construction of Fire Station No. 9.
File Number: 2020-492
Minute Book #

Summary

Approve and Authorize Mayor to execute a Temporary Construction Easement with SAIA Motor Freight Line, LLC for a portion of Parcel No. 2-011-15-005.00 (PPIN 008991) in Forrest County for the purpose of relocating utilities for the construction of Fire Station No. 9.

Recommendation Statement

I recommend approval of this item.

Please place this on the January 21, 2020 City Council meeting for consideration.

STATE OF MISSISSIPPI
COUNTY OF FORREST
CITY OF HATTIESBURG

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("**Agreement**") dated as of January ___, 2020 ("**Effective Date**"), by and between SAIA MOTOR FREIGHT LINE, LLC, a Louisiana limited liability company ("**Grantor**"), formerly known as Saia Motor Freight Line, Inc., a Louisiana corporation, and CITY OF HATTIESBURG, MISSISSIPPI, a municipal corporation of the State of Mississippi ("**Grantee**").

1. **Grant of Easement.** For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of all of which is hereby acknowledged and confessed, including the benefits to be derived herefrom, Grantor does, upon the terms and conditions set forth herein below, hereby grant and convey, for the Term (defined below), unto Grantee, a temporary construction easement (the "**Temporary Construction Easement**") for access across the real property described on Exhibit A attached hereto (the "**Easement Parcel**") to relocate and reconnect for the service of Grantor's real property commonly known as 7540 U.S. Highway 49 N and located and situated in the City of Hattiesburg, Forrest County, Mississippi and more particularly described on Exhibit B attached hereto ("**Grantor's Property**") the existing water line and sewer line that serve Grantor's Property (the "**Project**").

2. **Grantee's Duties.** Grantee agrees that the Project will be completed in accordance with the project plan attached hereto as Exhibit C (the "**Project Plan**"). Grantee shall be responsible for all costs and expenses associated with the construction of the Project. Grantee shall construct the Project in compliance with the Project Plan and all applicable codes and laws and in a good and workmanlike manner and without any interference with or impairment of Grantor's use, occupancy, and operation of Grantor's Property.

3. **Restoration.** The Grantee will, prior to expiration of the Term, (i) finish grade, to Grantor's satisfaction, to the Easement Parcel; (ii) seed with grass the Easement Parcel; and (iii) reconstruct, in a good and workmanlike manner with materials of equal to or better quality than those previously constituting such improvements, any improvements on the Easement Parcel that are disturbed as part of the Project, each of (i) – (iii) above, substantially in accordance with the Project Plan ("**Restoration**").

4. **Easement Term; Release.** The Temporary Construction Easement shall terminate without the necessity of Grantor's taking any action upon the first (1st) anniversary of the Effective Date or, if occurring

earlier, completion of the Project in accordance with the Project Plan (the period commencing upon the Effective Date and expiring as set forth above, herein called the “**Term**”). However, upon request of Grantor, Grantee covenants and agrees that it will, at Grantee’s sole cost and expense, prepare and deliver to Grantor or file of record, as Grantor may elect, a termination and release of this Agreement in such form as Grantor may require, within ten (10) days after the expiration of the Term. Notwithstanding the expiration of the Term, Grantee’s obligations to complete the Restoration shall survive expiration of the Term.

5. Matters of Record. This Agreement, the Temporary Construction Easement, and the rights and privileges herein granted shall be subject to all valid and subsisting matters of public record, including but not limited to encumbrances, conditions, covenants, restrictions, reservations, exceptions, rights-of-way and easements of record, including all laws, regulations, and restrictions by municipal or other governmental authority applicable to and enforceable against the Easement Parcel.

6. Indemnity; Insurance; Liens.

a. Except to the extent otherwise prohibited by the laws of the State of Mississippi, Grantee agrees to defend, indemnify and hold harmless Grantor from any and all actual, out-of-pocket costs and expenses incurred by Grantor as a result of claims, assertions, losses, costs, expenses (including reasonable attorneys’ fees) or liabilities (collectively, “**Damages**”), which may arise from any act or omission of Grantee that results directly or indirectly in the injury to or death of any person, damage to the Easement Parcel, or any other Damages caused by the failure of Grantee or Grantee’s agents, customers, invitees, licensees, employees, servants, contractors, tenants and tenants’ customers, invitees, employees, servants, licensees, contractors and agents as might be designated by Grantee from time to time (all of which persons are hereafter collectively called “**Permittees**”) to comply with any provision of this Agreement, except to the extent that such Damages are caused by the gross negligence or willful misconduct of Grantor.

b. In connection with the easements granted herein (including, without limitation, construction activities and use thereof), Grantee shall maintain through the Mississippi Municipal Service Company insurance pool, shall cause its contractors performing work within the Easement Parcel to obtain, comprehensive general liability insurance in the amount of not less than One Million Dollars (\$1,000,000) per occurrence. Grantee shall, prior to the commencement of any entry upon to the Easement Parcel by Grantee or any of its Permittees, deliver to Grantor certificates of all

insurance reflecting evidence of required coverages, together with the declarations page of all policies, a Waiver of Subrogation Endorsement and an Additional Insured Endorsement satisfactory to Grantor, and proof of payment of all policy premiums. All insurance required under this section of any contractor of Grantee shall be issued by insurers licensed to do business in the State of Mississippi and which are rated A:VII or better by Best's Key Rating Guide and (ii) shall be endorsed to provide at least thirty (30) days prior notification of cancellation or material change in coverage to said additional insureds.

c. Grantee further agrees to defend and hold harmless the Grantor from from the assertion of any mechanic's, materialmen's or other liens arising from construction, maintenance, or repairs to the Easement Parcel conducted by or on behalf of Grantee. In the event any such lien is filed against the Easement Parcel or any property of Grantor with respect to the Project, Grantee shall cause such lien to be removed and released or bonded over within sixty (60) days of such filing.

7. No Dedication. Nothing contained in this Agreement will be deemed to constitute a gift, grant or dedication of any portion of the Easement Parcel to the general public or for any public purpose whatsoever, it being the intention of the parties hereto that this Agreement will be strictly limited to the private use of the parties and their respective Permittees.

8. Amendment. This Agreement and any provision herein contained may be terminated, extended, modified or amended only with the express written consent of Grantor and Grantee.

9. Default and Remedies. In the event of any violation by either party of any of the provisions of this Agreement, in addition to the right to collect damages, each party will have the right to enjoin such violation in a court of competent jurisdiction. Prior to the commencement of any such action, written notice of the violation will be given to the party claimed to have committed such violation. In addition, Grantor shall have the right to (i) terminate this Agreement by written notice to Grantee; (ii) sue Grantee for all actual damages suffered by Grantor on account of Grantee's failure, non-performance or breach hereunder. Except as provided above, the remedies of Grantor hereunder are cumulative and not exclusive, and the exercise of any one remedy will not be in limitation or derogation of any other remedy herein enumerated or otherwise available at law or in equity.

10. Miscellaneous.

a. Notices. All notices, statements, demands, approvals and other communications given pursuant to this Agreement will be in writing. Notices to be given hereunder may be personally delivered, sent by restricted or certified mail postage prepaid, or sent by overnight delivery service, to the addresses set forth in the introductory paragraph of this Agreement. Notices which are mailed shall be deemed received the third (3rd) day after posting; notices sent by personal delivery shall be deemed received the day after the same are delivered or sent; and notices sent by overnight delivery shall be deemed received the second (2nd) day following the date they are sent. The address to which notices will be sent shall be as follows, unless such addresses are changed by notice:

- i. To Grantor: 11465 Johns Creek Parkway, Suite 330, Johns Creek, GA 30097, Attn: Real Estate Department;
- ii. To Grantee: 200 Forrest Street, Hattiesburg, MS 39401, Attn: Director of Engineering.

b. Waiver of Default. No waiver of any default by any party will be implied from the failure by any other party to take any action in respect of such default. No express waiver of any default will affect any default or extend any period of time for performance other than as specified in such express waiver. One or more waivers of any default in the performance of any provision of this Agreement will not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other provision. The consent to or approval of any act or request by any party will not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar act or request. The rights and remedies provided by this Agreement are cumulative and no right or remedy will be exclusive of any other, or of any other right or remedy at law or in equity which any party might otherwise have by virtue of a default under this Agreement and the exercise of any right or remedy by any party will not impair such party's standing to exercise any other right or remedy.

c. No Partnership. Nothing contained in this Agreement and no action by Grantor or Grantee will be deemed or construed by the parties or by any third person to create the relationship of principal and agent, or a partnership, or a joint venture, or any other association between or among the parties.

d. Governing Law; Severability. This Agreement will be construed in accordance with the laws of the State of Mississippi. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall not be otherwise affected, impaired or invalidated.

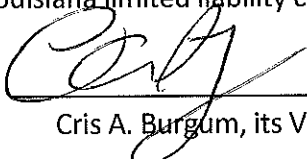
e. Captions. The captions of the Sections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this Agreement. Each party hereto hereby acknowledges that it participated equally in the negotiating and drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than the other.

f. Right to Compensation. Grantor acknowledges that it has the right to receive just compensation for the Temporary Construction Easement herein granted based on an appraisal of said Temporary Construction Easement. Grantor hereby waives its right to such compensation, and does donate the Temporary Construction Easement granted herein upon the terms and conditions set forth herein to the Grantee. Grantor further acknowledges that it has the right to request that a fair market value appraisal of the Temporary Construction Easement herein granted be made, and does hereby waive that right.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Grantor and Grantee have each caused this Agreement to be executed by their respectively duly authorized person as of the Effective Date.

SAIA MOTOR FREIGHT LINE, LLC,
a Louisiana limited liability company

By: 
Cris A. Burgum, its VP Maintenance & Properties

STATE OF GEORGIA

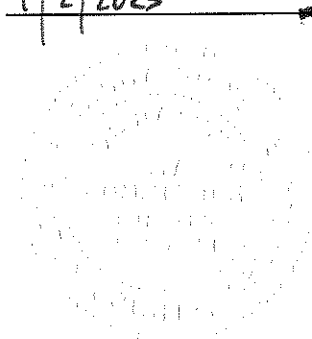
COUNTY OF FULTON

17th Personally appeared before me, the undersigned authority in and for the said county and state, on this day of July, 2020 within my jurisdiction, the within named Cris A. Burgum, who acknowledged to me that he is VP Maintenance & Properties of Saia Motor Freight Line, LLC, a Louisiana limited liability company, and that for and on behalf of said limited liability company, and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.


(NOTARY PUBLIC)

My commission expires:

1/2/2023


Anthony Burnett
NOTARY PUBLIC
Fulton County, Georgia
My Commission Expires 1/2/2023

CITY OF HATTIESBURG, MISSISSIPPI,
a municipal corporation of the State of Mississippi

By: _____

Printed Name: _____

Its: _____

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 20__, within my jurisdiction, the within named _____, who acknowledged to me that he is _____ of City of Hattiesburg, Mississippi, a municipal corporation of the State of Mississippi, and that for and on behalf of said municipal corporation, and as the act and deed of said municipal corporation, he executed the above and foregoing instrument, after first having been duly authorized by the governing body of said municipal corporation so to do.

(NOTARY PUBLIC)

My commission expires:

EXHIBIT A

Easement Parcel

A Temporary Construction Easement being situated in the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 15, Township 5 North, Range 14 West, Forrest County, Mississippi, being more particularly described as follows, based on Grid Bearings:

Commence at a $\frac{1}{2}$ inch rebar set marking the Northeast corner of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 15, Township 5 North, Range 14 West, Forrest County, State of Mississippi. Thence along the East line of said Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, run $S00^{\circ}11'42''W$ for a distance of 330.00 feet to a 2" inch iron pipe found; Thence continuing along said East line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, run $S00^{\circ}11'42''W$ for a distance of 59.47 feet to and for the Point of Beginning; Thence departing said East line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, run $N89^{\circ}49'25''W$ for a distance of 10.00 feet to a $\frac{1}{2}$ inch rebar set; Thence run $S00^{\circ}11'42''W$ for a distance of 10.00 feet to a $\frac{1}{2}$ inch rebar set; Thence run $S89^{\circ}49'25''E$ for a distance of 10.00 feet to a $\frac{1}{2}$ inch rebar set on the aforesaid East line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; Thence along the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, run $N00^{\circ}11'42''E$ for a distance of 279.97 feet back to the Point of Beginning. The above herein described Temporary Construction Easement contains 0.06 Acres, more or less (2,799.7 square feet).

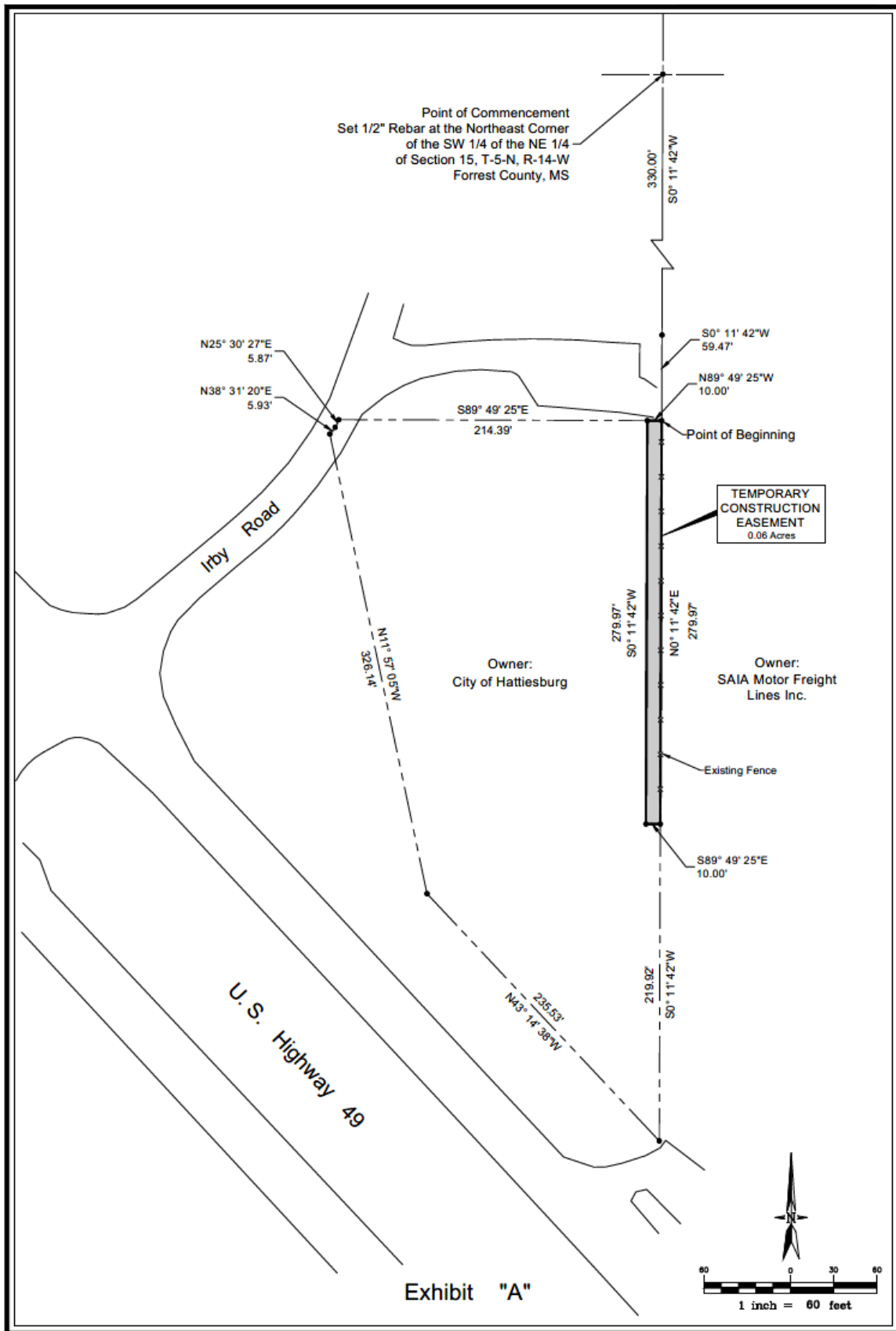


EXHIBIT B

Grantor's Property

A portion of Parcel No. 2-011-15-005.00, PPIN 008991, more particularly described as follows:

A part of the S-1/2 of the NE-1/4 of Section 15, Township 5 North, Range 14 West, Forrest County, Mississippi, and being more particularly described as follow, to-wit:

Commence at the NW corner of the SE-1/4 of the NE-1/4 of Section 15, Township 5 North, Range 14 West, Forrest County, Mississippi, and run South for 330 feet to and for the Point of Beginning, thence run East for 1323 feet to the East line of said Section 15, thence run South along the East line of said Section 15 for 330 feet, thence run West for 1097.4 feet, thence run South for 467.5 feet to the intersection with the Northeast ROW line of U. S. Highway No. 49, thence run Northwesterly along the Northeast ROW line of U. S. Highway No. 49 for 808.3 feet to the intersection with the Easterly Line of an asphalt drive, thence run Northeasterly along the Easterly line of said drive for 267.5 feet to a point due West of the Point of Beginning, thence run East for 180 feet to the Point of Beginning, the said described property comprising 14.4 acres, more or less.

LESS AND EXCEPT: A parcel of land in the South 1/2 of the Northeast 1/4, Section 15, Township 5 North, Range 14 West, Forrest County, Mississippi, and more particularly described as commencing at the Northwest corner of the Southeast 1/4 of Northeast 1/4 of the above said Section 15, thence South 330 feet; thence South 88°45' East 1323 feet to the East line of the above said Section 15; thence South 00° 25'30" West and along the East line of the above said Section 15 for 330.2 feet; thence North 88°45' West 1098.4 feet to the Point of Beginning; thence South 00°10'5" West 466.7 feet to the Northerly Right-of-Way line of U. S. Highway No. 49; thence North 42°59' West and along the Northerly Right-of-Way line of U. S. Highway No. 49 for 330.9 feet; thence North 00°22' East 229.5 feet; thence South 88° 45' East 225.6 feet to the Point of Beginning; comprising 1.3 acres, more or less.

(As deeded to Grantor by Corporation Warranty Deed filed February 28, 1994, in Book 707, at Page 380.)

AND ALSO LESS AND EXCEPT:

A parcel of land being situated in the Southwest 1/4 of the Northeast 1/4 of Section 15, Township 5 North, Range 14 West, Forrest County, Mississippi, being more particularly described as follows, based on Grid Bearings:

Commence at a 1/2 inch rebar set marking the Northeast corner of the Southwest 1/4 of the Northeast 1/4 of Section 15, Township 5 North, Range 14 West, Forrest County, State of Mississippi. Thence along the East line of said Southwest 1/4 of the Northeast 1/4, run S00°11'42"W for a distance of 330.00 feet to a 2" inch iron pipe found; Thence continuing along said East line of the Southwest 1/4 of the Northeast 1/4, run S00°11'42"W for a distance of 59.47 feet; Thence departing said East line of the Southwest 1/4 of the Northeast 1/4, run N89°49'25"W for a distance of 10.00 feet to a 1/2 inch rebar set for the Point of Beginning;

Thence, run S00°11'42"W for a distance of 279.97 feet to a 1/2 inch rebar set; Thence run S89°49'25"E for a distance of 10.00 feet to a 1/2 inch rebar set on the aforesaid East line of the Southwest 1/4 of the Northeast 1/4; Thence along the Southwest 1/4 of the Northeast 1/4, run S00°11'42"W for a distance of 219.92 feet to a 1/2 inch rebar set on the existing Northeasterly right-of-way line of U. S. Highway 49; Thence along said Northeasterly right-of-way line of U. S. Highway 49, run N43°14'38"W for a distance of 235.53 feet to a 6"x6" concrete right-of-way marker found 200 feet right of centerline Station 273+50; Thence continuing along said Northeasterly right-of-way line, run N11°57'05"W for a distance of 326.14 feet to a railroad spike set at the intersection of the centerline of Irby Road; Thence along the centerline of Irby Road, run N38°31'20"E for a distance of 5.93 feet to a cotton picker spindle found; Thence continuing along said centerline, run N25°30'27"E for a distance of 5.87 feet to a railroad spike set; Thence departing the existing centerline of Irby Road, run S89°49'25"E for a distance of 214.39 feet back to the Point of Beginning.

Said property containing 1.742 Acres, more or less (75,894 square feet).

EXHIBIT C

Project Plan

(See attached)



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Sherrocko Stewart, Fire Chief, Danny Wade, Assistant Fire Chief
cc:
Date: Tuesday, January 21, 2020
Re: Ratification of Cooperative Equipment Agreement between the City of Hattiesburg and Mississippi Forestry Commission allowing for the transfer of excess equipment no longer in use by the Forestry Commission to the City of Hattiesburg for fire suppression responsibility.
File Number: 2020-487
Minute Book #

Summary

On November 19, 2019 the City Council approved the transfer of equipment from the Forestry Commission to the Hattiesburg Fire Department. Due to unforeseen circumstances, the approved equipment was no longer available and an alternate vehicle was offered; same make and and similar value, different serial number.

Equipment Description Previous:

Manufacturer: Stewart & Stevenson **Year Model:** 2003
Item Description: Truck, Cargo Model LMTV-M1078A1 2.5 Ton 4X4
Serial # AT020899BFGN
Tracking / Inventory # DDMS 9246 7182

Equipment Description Current:

Manufacturer: Stewart & Stevenson **Year Model:** 2002
Item Description: Truck, Cargo Model LMTV-M1078A1 2.5 Ton 4X4
Serial # AT017655EFEM
Tracking / Inventory # DDMS 931 99843

Recommendation Statement

Please ratify acceptance of vehicle as outlined above and spread across the minutes.

Please place this on the January 21, 2020 City Council meeting for consideration.



MISSISSIPPI FORESTRY COMMISSION

3139 Highway 468 West • Pearl, Mississippi 39208

Phone: (601) 420-6017 • Fax: (601) 420-6003 • www.mfc.ms.gov

DoD/FFP COOPERATIVE EQUIPMENT AGREEMENT AND PROCEDURES MISSISSIPPI FORESTRY COMMISSION VOLUNTEER FIRE DEPARTMENT

STATE OF MISSISSIPPI

COUNTY OF RANKIN

THIS AGREEMENT made and entered into this 9TH day of JANUARY, 2020, by and between the Mississippi Forestry Commission, an Agency of the State of Mississippi, hereinafter referred to as the COMMISSION, and the HATTIESBURG FIRE DEPARTMENT (FORREST COUNTY), hereinafter referred to as COOPERATOR.

WITNESSETH:

WHEREAS, it is of vital importance to the State of Mississippi to protect and develop its forest land resources; and

WHEREAS, the COMMISSION is charged by State Law to prevent, control, and suppress wildfires on all State and private lands; and

WHEREAS, the COOPERATOR is actively engaged in the prevention and suppression of all fires in, and adjacent to, suburban areas; and

WHEREAS, the COOPERATOR can more adequately carry out this function if additional equipment is available:

NOW THEREFORE, for and in consideration of the mutual benefits to each party hereinafter appearing below, both parties agree as follows:

The COMMISSION agrees:

- (1) To make available the equipment described herein according to the terms set forth in this agreement.
- (2) To provide DOD Firefighting Property for the exclusive purpose of fire suppression, fire prevention, and related emergency services of the COOPERATOR.
- (3) Perform physical inventory of demilitarization required FFP and reconcile to property accounting records at least once every two years or as requested by the Forest Service Property Management Officer.

The COOPERATOR Agrees:

- (1) To obtain, prior to operation of said equipment, and continue in effect, for the duration of this agreement, liability insurance in the amount required by State law to cover the operation of said equipment.
- (2) To convert said equipment into a viable fire suppression unit, to meet minimum standards as provided by the COMMISSION and to paint equipment, if necessary, to ensure there are no military colors or markings on the equipment. Vehicles or other said equipment should be painted red, yellow, or white if necessary and in operating conditions within SIX (6) MONTHS from the date of this agreement. COOPERATOR will provide shelter adequate to protect it from vandalism and adverse weather. The COMMISSION may extend this time frame an additional SIX MONTHS upon written request and approval. Requests must be submitted to the state FFP manager 30 days prior to deadline.
- (3) If equipment acquired through this agreement is not in operational condition after such an extension, this agreement will become null and void, and the equipment will be returned and the title will be transferred to the COOPERATOR's expense. Any improvements, equipment or modifications made to equipment may be removed prior to repossession.
- (4) To insure add on tanks, pumps, hose reels, etc. will not cause the vehicle in this agreement to exceed the G.V.W.
- (5) To make equipment available for a final inspection by the COMMISSION representative prior to putting into service. In the event the equipment becomes inoperable and beyond repair before final inspection, a certified mechanic must inspect equipment to verify that it is inoperable. All documentation on said equipment must be kept for 6 years and 3 months after final disposition of said equipment. Copies of final disposition paperwork shall be sent to the COMMISSION. After it has been certified inoperable the equipment will become sole property of the COOPERATOR.
- (6) The COOPERATOR will bear the entire cost of maintenance, repair, and operation of this equipment while in COOPERATOR'S possession, and relieves the COMMISSION of all responsibility or liability in matters related to this equipment. COOPERATOR will be responsible for worker's compensation for any individual injury while using, repairing, or operating said equipment, and for any and all claims related to said equipment and/or its use.
- (7) Equipment acquired under this agreement is for the exclusive use for fire protection and other emergency response for which the COOPERATOR has jurisdictional authority. COOPERATOR is required to keep equipment operational for a minimum of 1 year before normal disposal. If equipment becomes uneconomical to operate, a waiver to this may be granted by obtaining approval from the COMMISSION.
- (8) The COOPERATOR agrees that the proceeds from the sale of any vehicle and/or other equipment MUST BE EARMARKED FOR FIRE SERVICES.
- (9) COOPERATOR must comply with NEPA 1901- Standard for Fire Apparatus and NFPA 1906- Standard for Wildland Fire Apparatus as applicable for water tank construction or modification on said equipment.

- (10) To comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or natural origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination, under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. To comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting discrimination where discriminatory practices will result in unequal treatment of persons who are or should be benefiting from the activity.
- (11) The COOPERATOR must provide access to and the right to examine all records, books, or documents relating to DOD firefighting property transferred under 10 U.S.C. 2576b to the US Forest Service, and the Department of Defense, including the Office of the Inspector General, and the Comptroller General of the United States of their authorized representatives.

It is Mutually Agreed That:

- (1) The COMMISSION will transfer ownership of said equipment. In the case of vehicles and other titled equipment, the Certificate of Title will transfer to the COOPERATOR under the terms of this agreement, 1 year from the date that said equipment is fully operational and a final inspection has been completed by the COMMISSION. The COOPERATOR which puts Firefighter Program property into use will accept ownership of equipment and, in the case of vehicles, the COOPERATOR'S name. (Note: Title must be in the Fire Department's name and can not have an individual's name on the title). The COOPERATOR is responsible for the cost of obtaining title.
- (2) The equipment will be marked with decals provided by COMMISSION for tracking reasons and the said decals will remain on the equipment indefinitely.
- (3) The COMMISSION will not be responsible for furnishing spare parts for the equipment and the COOPERATOR accepts equipment "as is" without any warranties of any kind, either expressed or implied.
- (4) The Agreement shall be effective from the date of execution by the COMMISSION and will continue in force until property is disposed of in accordance with this agreement.
- (5) Owners of Firefighter Program property will cooperate with Federal and State parties to ensure compliance with Federal and State regulations, program and property management requirements. Additional Program requirements can be found by accessing the USDA Forest Service FFP SOP at www.fs.fed.gov/fire/partners/fepp.
- (6) COOPERATOR will operate within this program at the pleasure of the COMMISSION. If these guidelines are not followed, COOPERATOR'S future privileges will be terminated.
- (7) COOPERATOR will be responsible for a processing and handling fee of \$100.00 for each vehicle acquired through this program. An additional fee will be assessed for any specialized equipment or equipment that is outside the range of our normal Disposition Services pickup sites. An amount will be determined by the COMMISSION and agreed upon by the COOPERATOR prior to pickup of equipment.

DoD/FFP Cooperative Equipment Agreement Between MFC and VFD

This agreement will be effective from the date of execution by the COMMISSION and the COOPERATOR. If the terms of this agreement are not met, the agreement will be terminated within thirty (30) days of written notice.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

COOPERATOR:

By:  (601) 545-4650 Date: 01-09-20
(Signature & Title of Authorized Representative)

Chris Carr
Printed Name of Authorized Representative

MISSISSIPPI FORESTRY COMMISSION

By:  Date: 01-09-20
(FEPP/FFP Coordinator)

Johnny Keys
Printed Name of Authorized Representative

EQUIPMENT DESCRIPTION

MANUFACTURER: STEWART & STEVENSON YEAR MODEL: 2002

ITEM DESCRIPTION TRUCK, CARGO MODEL LMTV-M1078A1 2.5 TON 4X4

SERIAL# AT017655EFEM

TRACKING/INVENTORY # DDMS 931 99843

(If necessary, additional pages will be used when acquiring multiple items)

DoD/FFP Cooperative Equipment Agreement Between MFC and VFD

MANUFACTURER: LIBBY CORP CR YEAR MODEL: 1988

ITEM DESCRIPTION PUMPING ASSEMBLY, TRAILER MOUNTED

SERIAL# LC1020

TRACKING/INVENTORY # DDMS 8277 0881 M

MANUFACTURER: _____ YEAR MODEL: _____

ITEM DESCRIPTION _____

SERIAL# _____

TRACKING/INVENTORY # _____

MANUFACTURER: _____ YEAR MODEL: _____

ITEM DESCRIPTION _____

SERIAL# _____

TRACKING/INVENTORY # _____

MANUFACTURER: _____ YEAR MODEL: _____

ITEM DESCRIPTION _____

SERIAL# _____

TRACKING/INVENTORY # _____

MANUFACTURER: _____ YEAR MODEL: _____

ITEM DESCRIPTION _____

SERIAL# _____

TRACKING/INVENTORY # _____

PLEASE RETAIN THIS LETTER FOR FIRE DEPARTMENT REFERENCE

U.S. Export Control Regulations

- 1) Excess personal property may be export-controlled, regardless of the assigned DEMIL code and regardless of the Department or Agency that donates the property.
- 2) DEMIL codes are not a substitute for export controls. They do not provide information on the export control of items.
- 3) The Transferee is responsible for complying with U.S. export control laws and regulations, including the Export Administration Regulations (EAR) (15 CFR Parts 730-774) and the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130).
 - a) This responsibility exists independent of, and is not established or limited by, the information provided in this statement of compliance.
 - b) The responsibility includes, but is not limited to, determining the subsequent transferee's eligibility to receive such items in accordance with U.S. export control laws and regulations.
 - c) Information on the EAR and ITAR are at: <https://www.bis.doc.gov/index.php> and <https://www.pmddtc.state.gov/index.html>
 - d) Tips:
 - i. If Transferee has doubts about which regulation governs control of the item, they may submit a commodity jurisdiction request to the Department of State, Directorate of Defense Trade Controls to determine whether it is subject to the ITAR or EAR. Information on commodity jurisdiction requests can be found at: http://www.pmddtc.state.gov/commodity_jurisdiction/index.html
 - ii. If Transferee is sure the item is subject to the EAR, but needs help determining the correct Export Control Classification Number (ECCN), they may submit a commodity classification request to the Department of Commerce, Bureau of Industry and Security (BIS). Information on classification requests can be found at: <https://www.bis.doc.gov/index.php/licensing/commerce-controllist-classification/classification-request-guidelines>
 - iii. For items subject to the EAR: Transferee is cautioned that prior to sale or transfer of items they should be familiar with their customer and intended end use of the items. Transferees must check prospective Transferees/buyers to ensure they are not on the Department of Commerce List of Parties of Concern (<https://www.bis.doc.gov/index.php/policy-guidance/lists-of-concern>) and the transfer/sale complies with the EAR, including 15 CFR Part 736. BIS Export Compliance Guidelines are at: <https://www.bis.doc.gov/index.php/formsdocuments/pdfs/1641-ecp/file>
- 4) The Transferee must notify all subsequent purchasers or Transferees in writing, of their responsibility to comply with U.S. export control laws and regulations.
- 5) *Definition.* "Export-controlled items," as used in this statement of compliance, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes:
 - a) "Items," defined in the EAR 15 CFR 772.1. as "commodities", "software", and "technology."
 - b) "Defense Articles, Defense Services, and related Technical Data defined in the ITAR, 22 CFR Part 120.



The Mississippi Forestry Commission provides equal employment opportunity and services to all individuals regardless of disability, race, age, religion, color, gender, creed, national origin, or political affiliation.

Rural Fire Assistance
3139 Highway 468 West
Pearl, MS 39208
601-420-6017 – Office
601-420-6003 - Fax
RFA@mfc.ms.gov

U.S. Export Control Regulations

- 1) Excess personal property may be export-controlled, regardless of the assigned DEMIL code and regardless of the Department or Agency that donates the property.
- 2) DEMIL codes are not a substitute for export controls. They do not provide information on the export control of items.
- 3) The Transferee is responsible for complying with U.S. export control laws and regulations, including the Export Administration Regulations (EAR) (15 CFR Parts 730-774) and the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130).
 - a) This responsibility exists independent of, and is not established or limited by, the information provided in this statement of compliance.
 - b) The responsibility includes, but is not limited to, determining the subsequent transferee's eligibility to receive such items in accordance with U.S. export control laws and regulations.
 - c) Information on the EAR and ITAR are at: <https://www.bis.doc.gov/index.php> and <https://www.pmddtc.state.gov/index.html>
 - d) Tips:
 - i. If Transferee has doubts about which regulation governs control of the item, they may submit a commodity jurisdiction request to the Department of State, Directorate of Defense Trade Controls to determine whether it is subject to the ITAR or EAR. Information on commodity jurisdiction requests can be found at: http://www.pmddtc.state.gov/commodity_jurisdiction/index.html
 - ii. If Transferee is sure the item is subject to the EAR, but needs help determining the correct Export Control Classification Number (ECCN), they may submit a commodity classification request to the Department of Commerce, Bureau of Industry and Security (BIS). Information on classification requests can be found at: <https://www.bis.doc.gov/index.php/licensing/commerce-controllist-classification/classification-request-guidelines>
 - iii. For items subject to the EAR: Transferee is cautioned that prior to sale or transfer of items they should be familiar with their customer and intended end use of the items. Transferees must check prospective Transferees/buyers to ensure they are not on the Department of Commerce List of Parties of Concern (<https://www.bis.doc.gov/index.php/policy-guidance/lists-of-concern>) and the transfer/sale complies with the EAR, including 15 CFR Part 736. BIS Export Compliance Guidelines are at: <https://www.bis.doc.gov/index.php/formsdocuments/pdfs/1641-ecp/file>
- 4) The Transferee must notify all subsequent purchasers or Transferees in writing, of their responsibility to comply with U.S. export control laws and regulations.
- 5) *Definition.* "Export-controlled items," as used in this statement of compliance, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes:
 - a) "Items," defined in the EAR 15 CFR 772.1. as "commodities", "software", and "technology."
 - b) "Defense Articles, Defense Services, and related Technical Data defined in the ITAR, 22 CFR Part 120.



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Rural Fire Assistance
3139 Highway 468 West
Pearl, MS 39208
601-420-6017 – Office
601-420-6003 - Fax
RFA@mfc.ms.gov



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc: Cecilia Jones
Date: Tuesday, January 21, 2020
Re: Acknowledge Proof of Publications for the month of December 2019.
File Number: 2020-454
Minute Book #

Summary

Acknowledge Proof of Publications for the month of December 2019.

Recommendation Statement

Acknowledge acceptance of Proof of Publications for the month of December 2019.

Please place this on the January 21, 2020 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: 409 Published 2 times

Date 1st Published: Nov 21 Amt: 49.08

Date 2nd Published: Nov 28 Amt: 40.90

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 89.98

Proof of Publication Fee: 3.00

TOTAL: 92.98

(signed) Haskel Burns
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 28th
day of November, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Karen Y. Barne

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - Public Hearing 2020 Action
- ☐ Invoice #: 95129
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF PUBLIC HEARING FOR THE 2020 ACTION PLAN FOR HOUSING AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG & HOME) PROGRAMS AND APPLICABLE INFORMATION ATTENTION: ALL HATTIESBURG, MISSISSIPPI RESIDENTS

The City of Hattiesburg, Mississippi anticipates receipt of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program funds from the U.S. Department of Housing and Urban Development in January 2020 or soon thereafter. These funds are estimated to total approximately \$847,000. The funds will be used to meet the primary objectives of the Housing and Urban Development Act of 1974, as amended, by providing access to affordable, decent, safe and sanitary housing and a suitable living environment and expanding economic opportunities for persons, of low and moderate-income.

A Public Hearing is scheduled for December 9, 2019 at 5:30 p.m. in the City Council Chamber of City Hall at 200 Forrest Street for the purpose of receiving comments on the creation of the 2020 Action Plan. Public Comments on the topic will be taken between November 21, 2019 and December 23, 2019.

The City expects to receive a CDBG entitlement grant of approximately \$562,000. The City proposes to budget these funds for the following activities: CDBG Administration (\$112,400); Commercial Rehabilitation/Façade Improvement (\$30,000); Microenterprise Assistance (\$30,000); and Housing Programs (\$389,600).

The City expects to receive a HOME entitlement grant of approximately \$285,000. The City proposes to budget these funds for the following activities: HOME Administration (\$28,500); Community Housing Development Organization Set-aside (\$42,750); Down Payment Assistance (\$50,000); and

Housing Rehabilitation (\$163,750)

The City will consider any comments or views of citizens, agencies or units of local government received in writing and orally at the Public Hearing scheduled for December 9, 2019. Written comments will additionally be accepted in the Community Development Division through December 23, 2019. A summary of any comments or reviews accepted will be attached to the final action plan.

Comments related to this NOTICE may be sent to or delivered to City Hall, First Floor, Community Development/Department of Urban Development, 200 Forrest Street, Hattiesburg, MS 39401.

If you have any questions regarding this information, please contact the Department at (601) 545-4675. To ensure compliance with the Americans with Disabilities Act (ADA), persons with disabilities that require aids or services to participate may contact the Department of Urban Development at (601) 545-4675; or e-mail shall@hattiesburgms.com in advance of the hearing to make arrangements.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: /s/ Kermas Eaton
CITY CLERK

Toby Barker, Mayor

Published Nov 21, 28, 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: 426 Published 2 times

Date 1st Published: Nov 21 Amt: 51.12

Date 2nd Published: Nov 28 Amt: 42.60

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 93.72

Proof of Publication Fee: 3.00

TOTAL: 96.72

(signed) Haskell Brown
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 28th
day of November, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Karen T. Barnette

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - Public Hearing Amendmen
- ☐ Invoice #: 95129
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

PUBLIC HEARING AND PUBLIC COMMENT PERIOD CITY OF HATTIESBURG 2016, 2017, AND 2018 ACTION PLAN AMENDMENTS

NOTICE is hereby given that the City of Hattiesburg Department of Urban Development has scheduled a public hearing for Monday, December 9, 2019 at 5:30 p.m. in the City Council Chambers of City Hall for the purpose of affording citizens of Hattiesburg an opportunity to present their views on the proposed amendments to the City of Hattiesburg's 2016, 2017, and 2018 Action Plans related to its CDBG and HOME programs.

Action Plan Amendments:

Redirect any remaining HOME funds allocated in 2016 for Administration, and instead utilize funds toward Housing Programs. Estimated at \$4,110.

Redirect any remaining HOME funds allocated in 2017 for Administration, and instead utilize funds toward Housing Programs. Estimated at \$12,374.

Redirect any remaining HOME funds allocated in 2018 for Administration, and instead utilize funds toward Housing Programs. Estimated at \$15,704.

Redirect any remaining CDBG funds allocated in 2016 for Administration, and instead utilize funds toward Housing Programs. Estimated at \$16,677.

Redirect any remaining CDBG funds allocated in 2017 for Administration, and instead utilize funds toward Housing Programs. Estimated at \$35,329.

Revise the 2018 Action Plan to add Public Facility Acquisition and/or Improvement as an allowable and planned CDBG activity; redirect remaining CDBG funds for 2018 Administration (Estimated \$47,002) and redirect a portion of CDBG Housing Program funding (Estimated \$177,998) to fund new project type. Estimated at \$225,000.

All interested citizens, particularly those of low, very low, and extremely low income, minorities, residents of public housing, and those with mobility, visual and hearing impediments, are urged to attend. If you should have any questions regarding the above hearing, please contact the Department of Urban Development at (601) 545-4675. To ensure compliance with the Americans with Disabilities Act (ADA), persons with disabilities that require aids or services to participate may contact the Department of Urban Development at (601) 545-4675; or e-mail shall@hattiesburgms.com in advance of the hearing to make arrangements.

Comments related to the Action Plan Amendments and/or the City of Hattiesburg's Housing and Community Development needs may be mailed to the City of Hattiesburg, Department of Urban Development, Community Development Division, P.O. Box 1898, Hattiesburg, MS 39403-1898, or delivered to City Hall, First Floor, Department of Urban Development, 200 Forrest Street, Hattiesburg, MS. Comments on the topic(s) outlined above will be considered through December 23, 2019.

PUBLISHED by Order of the Council on this, the 19th day of November, 2019.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: /s/ Kermas Eaton
CITY CLERK

Toby Barker, Mayor

Published Nov 21, 28, 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: 1028 Published 1 times

Date 1st Published: Dec 12 Amt: 123.36

Date 2nd Published: Amt:

Date 3rd Published: Amt:

Date 4th Published: Amt:

Date 5th Published: Amt:

Subtotal Printer's Fee: 123.36

Proof of Publication Fee: 3.00

TOTAL: 126.36

(signed) Reth Dunch
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 12th
day of December, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Kernas Eaton

FOR OFFICE USE ONLY:

- ☐ Em P:
- ☐ App:
- ☐ File Name: CoH - Resolution 2019-301
- ☐ Invoice #: 95222
- ☐ 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 matter contained in Resolution No. 2019-301, duly adopted and approved by the City Council of the City of Hattiesburg on November 19, 2019. A complete copy of the Resolution 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.

Section 1. That the following budget amendments are hereby authorized to be made in the City's General Fund Police Capital Outlay Unappropriated Fund Balance:

Original Balance: \$0;
Cumulative Amendments: \$117,353;
Amended Budget: \$117,353;
Adjust budget for grant and purchase of police cars

Section 2. That the following budget amendments are hereby authorized to be made in the City's General Fund Police & Fire Training Capital Outlay Unappropriated Fund Balance:

Original Balance: \$2,002;
Cumulative Amendments: \$4,213;
Amended Budget: \$6,215;
Adjust budget for grant.

Section 3. That the following budget amendments are hereby authorized to be made in the City's General Fund Fire Supplies Unappropriated Fund Balance:

Original Balance: \$323,068;
Cumulative Amendments: \$34,300;
Amended Budget: \$357,368
Adjust for grant award

Section 4. That the following budget amendments are hereby authorized to be made in the City's General Fund Police Services Other Services & Charges Unappropriated Fund Balance:

Original Balance: \$4,993,195;
Cumulative Amendments: \$508,710;
Amended Budget: \$5,573,905;
Adjust for paving projects not completed in FY 2019.

Section 5. That the following budget amendments are hereby authorized to be made in the City's General Fund Economic Development Capital Outlay Unappropriated Fund Balance:

Original Balance: \$0;
Cumulative Amendments: \$1,800,000;
Amended Budget: \$1,800,000;
Budget for items at Public Safety Complex not included in bond proceeds expenditures.

Section 6. That the following budget amendments are hereby authorized to be

made in the City's General Fund Debt Service Principal Unappropriated Fund Balance:
Original Balance: \$702,600;
Cumulative Amendments: \$93,871;
Amended Budget: \$796,471;
Budget for principal on debt inadvertently omitted from budget.

Section 7. That the following budget amendments are hereby authorized to be made in the City's General Fund Debt Service Interest Unappropriated Fund Balance:
Original Balance: \$412,310;
Cumulative Amendments: \$27,541;
Amended Budget: \$439,851;

Budget for interest on debt inadvertently omitted from budget.

Section 8. That the following budget amendments are hereby authorized to be made in the City's General Fund Cemetery Other Services & Charges Unappropriated Fund Balance:

Original Balance: \$60,801;
Cumulative Amendments: \$26,000;
Amended Budget: \$86,801;
Budget for repairs to bucket truck for tree crew.

Section 9. That the following budget amendments are hereby authorized to be made in the City's

General Fund Transfers Unappropriated Fund Balance:

Original Balance: \$3,380,150
Cumulative Amendments: \$393,000;
Amended Budget: \$4,243,150;
Budget additional revenue for paving projects.

Section 10. That the following budget amendments are hereby authorized to be made in the City's Park & Recreation Fund Capital Outlay Unappropriated Fund Balance:

Original Balance: \$149,000;
Cumulative Amendments: \$42,654;
Amended Budget: \$191,654;
Budget for open purchase order from FY 2019 for park repairs.

Section 11. That the following budget amendments are hereby authorized to be made in the City's Police Forfeitures Fund Capital Outlay Unappropriated Fund Balance:

Original Balance: \$16,601;
Cumulative Amendments: \$78,652;
Amended Budget: \$95,253;
Budget for open purchase order from FY 2019 and vehicle purchases.

Section 12. That the following budget amendments are hereby authorized to be made in the City's Community Centers Fund Capital Outlay Unappropriated Fund Balance:

Original Balance: \$70,700;
Cumulative Amendments: \$28,046;
Amended Budget: \$98,746;
Budget for open purchase order from FY 2019.

Section 13. That the following budget amendments are hereby authorized to be made in the City's Special Sales Tax-Parks/Recreation/USM Improvements Fund Capital Outlay Unappropriated Fund Balance:

Original Balance: \$1,619,000;
Cumulative Amendments: \$219,194;
Amended Budget: \$1,838,194;
Budget for open purchase orders from FY 2019.

Section 14. That the following budget amendments are hereby authorized to be made in the City's TIF Construction Fund Other Services & Charges Unappropriated Fund Balance:

Original Balance: \$0;
Cumulative Amendments: \$248,075;
Amended Budget: \$248,075;
Budget for issuance costs for TIF bond issuance.

Section 15. That the following budget amendments are hereby authorized to be made in the City's TIF Construction Fund Capital Outlay Unappropriated Fund Balance:

Original Balance: \$0;
Cumulative Amendments: \$2,820,492;
Amended Budget: \$2,820,492;

Amended Budget: \$2,820,492;
Budget for developer reimbursements costs for TIF bond issuance.

Section 16. That the following budget amendments are hereby authorized to be made in the City's TIF Construction Fund Transfers Unappropriated Fund Balance:

Original Balance: \$0;
Cumulative Amendments: \$146,433;
Amended Budget: \$146,433;
Budget for debt reserve costs for TIF bond issuance.

Section 17. That the following budget amendments are hereby authorized to be made in the City's 2019 Fire Station Construction Fund Capital Outlay Unappropriated Fund Balance:

Original Balance: \$0;
Cumulative Amendments: \$4,100,000;
Amended Budget: \$4,100,000;
Budget note proceeds for construction of fire station.

Section 18. That the following budget amendments are hereby authorized to be

made in the City's 2013 Water & Sewer Revenue Construction Fund Transfers Unappropriated Fund Balance:

Original Balance: \$0;
Cumulative Amendments: \$565;
Amended Budget: \$565;
Transfer fund balance to debt service fund and close fund.

Section 19. That the following budget amendments are hereby authorized to be made in the City's 2012 Water & Sewer Revenue Construction Fund Transfers Unappropriated Fund Balance:

Original Balance: \$0;
Cumulative Amendments: \$63;
Amended Budget: \$63;
Transfer fund balance to debt service fund and close fund.

NOW, THEREFORE, BE IT RESOLVED 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 President Dryden 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 Resolution adopted, this the 19th day of November, 2019.

ATTEST: /s/ Ronda S. Cole,
Clerk of Council

ADOPT: /s/ Carter Carroll, President

The above and foregoing Resolution, having been submitted and approved by the Mayor, this the 19th day of November, 2019.

ATTEST: /s/ Kernas Eaton, City Clerk
APPROVED: /s/ Toby Barker, Mayor

Published Dec 12, 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: 400 Published 1 times

Date 1st Published: Dec 12 Amt: 48.00

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 48.00

Proof of Publication Fee: 3.00

TOTAL: 51.00

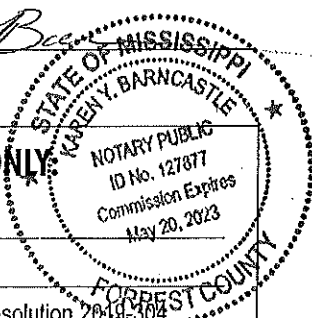
(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 12th
day of December, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) [Signature]

FOR OFFICE USE ONLY

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - Resolution 2019-304
- ☐ Invoice #: 95222
- ☐ Inv. Cr/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



CITY OF HATTIESBURG NOTICE OF ADOPTION OF RESOLUTION 2019-304

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 2019-304, duly adopted and approved by the City Council of the City of Hattiesburg on December 3, 2019. A complete copy of the Resolution 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.

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF A GENERAL OBLIGATION NOTE TO PROVIDE FUNDS FOR DEMOLITION, CONSTRUCTION AND PURCHASE OF FIREFIGHTING EQUIPMENT AND APPARATUS AND TO PAY THE COSTS OF SUCH BORROWING; PRESCRIBING THE FORM AND INCIDENTS OF SAID NOTE AND MAKING PROVISION FOR THE SECURITY AND PAYMENT THEREOF; AWARDED THE SALE OF THE NOTE; AND MAKING PROVISION FOR MAINTAINING THE TAX EXEMPT STATUS OF THE NOTE

SECTION 1. NOTE AUTHORIZED. The Note is hereby sold to the Purchaser and is authorized and ordered to be prepared and issued in the principal amount of Four Million One Hundred Thousand Dollars (\$4,100,000.00) to provide funds for the Project, pursuant to the Act.

SECTION 2. DETAILS OF NOTE.

(a) Interest on the principal balance of the Note shall accrue at an annual rate of 1.82 percent. The Note shall be payable as to principal and interest at par plus accrued interest, if any, in the amounts and on the date shown below:

Maturity Schedule

PAYMENT PRINCIPAL

DATE	AMOUNT
2020 - December 3	\$772,254
2021 - December 3	\$795,420
2022 - December 3	\$819,285
2023 - December 3	\$843,863
2024 - December 3	\$869,178

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 Resolution, after having been first reduced to writing, was introduced by Council Member George, seconded by Council Member Brown, and was adopted by the following vote, to-wit:

Yeas: George Delgado,
Carroll Dryden Brown
Nays: None
Absent: None

The President thereby declared the motion carried and the Resolution adopted this the 3rd day of December, 2019.

ATTEST: /s/ Ronda S. Cole,
Clerk of Council
ADOPTED: /s/ Carter Carroll,
Council President

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 3rd day of December, 2019.

ATTEST: /s/ Kermas Eaton, City Clerk
APPROVED: /s/ Toby Barker, Mayor

Published Dec 12, 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 newspaper 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: 201 Published 2 times

Date 1st Published: Dec 5 Amt: 24.12

Date 2nd Published: Dec 12 Amt: 20.10

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 44.22

Proof of Publication Fee: 3.00

TOTAL: 47.22

(signed) Haskell Braw
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 12th
day of December, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Kernas Eaton



FOR OFFICE USE ONLY:

☒ Em P: 11/27
☒ App: 12/2
☒ File Name: CoH - Hardy Green
☐ Invoice #: _____
☒ Inv. Crt/Mld: _____
☒ Pymt Rec.d: _____
☒ POP sent: _____

NOTICE OF PUBLIC HEARING ON THE UPCOMING STREET IMPROVEMENT PROJECT AT THE INTERSECTION OF HARDY STREET AND GREEN STREET

The City of Hattiesburg, Mississippi will hold a Public Hearing at 5:00 p.m. on December 18, 2019 at the Hattiesburg Public School District Offices located at 301 Mamie Street, Hattiesburg, MS for the purpose of receiving comments on the upcoming Street Improvement Project at the Intersection of Hardy Street and Green Street.

Materials related to this project will be available for review at this meeting, or at the City of Hattiesburg Engineering Department at 212 Front Street, Hattiesburg, MS prior to the meeting.

Citizens of the City of Hattiesburg are invited to attend this Public Hearing and make comments related to the Project, or written statements may be submitted for consideration in addition to or in lieu of oral comments provided at the public hearing. Written comments will be accepted at the Engineering Department through December 17, 2019 or may be submitted to the Director of Engineering by email at lrutland@hattiesburgms.com.

For questions related to this NOTICE, please contact Lamar Rutland at 601-545-4540 or lrutland@hattiesburgms.com.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Kernas Eaton /s/
CITY CLERK

Published Dec 5, 12, 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: 104 Published 1 times

Date 1st Published: Dec 5 Amt: 12.48

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 12.48

Proof of Publication Fee: 3.00

TOTAL: 15.48

(signed) Haskel Burns
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 5h
day of December, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Karen Y. Barncastle

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - HPC & BoA Agenda Item
- ☐ Invoice #: 95208
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



PUBLIC HEARING

NOTICE is hereby given that A PUBLIC HEARING for the January 2020 Agenda Items of the Hattiesburg Planning Commission and the Board of Adjustment has been rescheduled to 1:00 p.m., Wednesday, January 8, 2020 in the Jackie Dole Sherrill Community Center Auditorium, First Floor, Hattiesburg, Mississippi, at which time and at which hearing all parties of interest to the Agenda Items and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 3rd day of December, 2019.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Kermas Eaton /s/
CITY CLERK

Published Dec 5, 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: 335 Published 1 times

Date 1st Published: Dec 19 Amt: 40.20

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 40.20

Proof of Publication Fee: 3.00

TOTAL: 43.20

(signed) David Chunn
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 19th
day of December, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Karen Y. Barncastle

FOR OFFICE USE ONLY

- ☐ Em P: _____
☐ App: _____
☐ File Name: CoH - 4 Rawls Springs Loop
☐ Invoice #: 95315
☐ Inv. Crt/Mld: _____
☐ Pymt Rec.d: _____
☐ POP sent: _____



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

To: David Chunn, 2056 Oak Grove Rd, Hattiesburg, MS, 3940 and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, January 6, 2020 in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so themselves, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 2-024L-31-004.00, 4 Rawls Springs Loop, Hattiesburg, MS, 39401, and better described as All that part of the East ¼ of the NW ¼ of the NW ¼ of Section 31, Township 5 North, Range 13 West, Forrest County, Mississippi, lying and being situated North and West of the right way of Interstate 59 and South and West of a line running parallel to and 50 feet SW of the SW margin of the Illinois Central Railroad right of way; all together with all improvements thereon and appurtenances thereunto belonging.

Published Dec 19, 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: 301 Published 1 times

Date 1st Published: Dec 19 Amt: 36.12

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 36.12

Proof of Publication Fee: 3.00

TOTAL: 39.12

(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 19th
day of December, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) [Signature]

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - 909 E Laurel Ave
- ☐ Invoice #: 95315
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTARY PUBLIC
ID No. 127877
Commission Expires
May 20, 2023

FORREST COUNTY

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

To: Andrew Moore, 705 Sioux Lane,
Hattiesburg, MS, 39402 and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, January 6, 2020 in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so themselves, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 2-029P-10-064.00, 909 E. Laurel Ave, Hattiesburg, MS, 39401, and better describe as Lot 4, in Block 14, of Omega Subdivision in the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Published Dec 19, 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: 266 Published 1 times

Date 1st Published: Dec 19 Amt: 31.92

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 31.92

Proof of Publication Fee: 3.00

TOTAL: 34.92

(signed) *Reth Allen*
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 19th
day of December, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) *Karen Y. Barncastle*

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

To: Ray Robinson, 105 Barnes Circle, Hattiesburg, MS, 39401 and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, January 6, 2020 in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so themselves, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 2-029P-10-164-00, 920 Elizabeth Ave, Hattiesburg, MS, 39401, W20 FT of 10 & E 30 FT of 11 BLK 1 Deason Subdivision

Published Dec 19, 2019

FOR OFFICE USE ONLY

NOTARY PUBLIC
ID No. 127877
Commission Expires
May 20, 2023

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - 920 Elizabeth Ave
- ☐ Invoice #: 95315
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

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: 325 Published 1 times

Date 1st Published: Dec 19 Amt: 39.00

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 39.00

Proof of Publication Fee: 3.00

TOTAL: 42.00

(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 19th
day of December, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) [Signature]

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

To: Michael A. Perine, 2169 B Ollie
Pope Rd, Lucedale, MS, 39452 and all
unknown persons claiming any right,
title or interest in or to the hereinafter
described property.

PLEASE TAKE NOTICE PURSUANT
TO §21-19-11 of the Mississippi Code of
1972 as annotated and amended, the
City Council of the City of Hattiesburg will
hold a public hearing at 4:00 p.m. on
Monday, January 6, 2020 in the Council

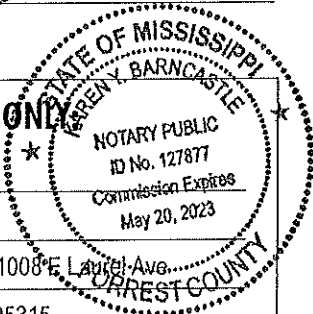
room of the City Hall, Hattiesburg, MS to
determine whether or not the hereinafter-
described property is in such a state of
uncleanliness to be a menace to the pub-
lic health and safety of the community.
You have a right to file an answer and to
appear at said hearing in person or oth-
erwise and to offer your defense, if any.
If, at such hearing, the City Council shall
adjudicate the property in its then condi-
tion to be a menace to the health and
safety of the community, the City of Hat-
tiesburg shall, if the owner will not do so
themselves, proceed to have the land
cleared pursuant to the aforesaid statute.
The City of Hattiesburg may then adjudi-
cate the costs plus penalty of cleaning
said property and the costs may become
assessment against the property, which
shall be a lien against said property all
as provided by statute, to wit:

PARCEL: 2-029P-10-041.00, 1008
E. Laurel Ave, Hattiesburg, MS, 39401
and better described as Part of Block
Two (2) according to the J. E. Kennedy
Subdivision of the City of Hattiesburg,
Forrest County, Mississippi, particularly
described as beginning 175 feet West
of the intersection of the North line of
Laurel Avenue with West line of Freder-
ick Street, run North 126 feet; thence
West 42 feet; thence South 126 feet;
thence run East 42 feet to the Point of
Beginning.

Published Dec 19, 2019

FOR OFFICE USE ONLY

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - 1008 E Laurel Ave
- ☐ Invoice #: 95315
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



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: 311 Published 1 times

Date 1st Published: Dec 19 Amt: 37.32

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 37.32

Proof of Publication Fee: 3.00

TOTAL: 40.32

(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 19th
day of December, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) [Signature]

FOR OFFICE USE ONLY:

NOTARY PUBLIC
ID No. 127877
Commission Expires
May 26, 2023

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - 1212 Putnam Ave
- ☐ Invoice #: 95315
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

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

To: James & Emily Ann McPhail,
1212 Putnam Ave, Hattiesburg, MS,
39401 and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, January 6, 2020 in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so themselves, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 2-030M-11-234.00, 1212 Putnam Ave, Hattiesburg, MS, 39401 and better described as Lots Thirteen (13) and Fourteen (14), Block Thirteen (13) of OMEGA SUBDIVISION in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Published Dec 19, 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: 292 Published 1 times

Date 1st Published: Dec 19 Amt: 35.04

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 35.04

Proof of Publication Fee: 3.00

TOTAL: 38.04

(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 19th
day of December, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) [Signature]

FOR OFFICE USE ONLY

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - 1274 Roman Ave
- ☐ Invoice #: 95315
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

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

To: Felix Shepherd, 505 Walnut St,
Hattiesburg, MS, 39401 and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, January 6, 2020 in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so themselves, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which

shall be a lien against said property all as provided by statute, to wit:

PARCEL: 2-030M-11-235.00, 1214
Pulnam Ave, Hattiesburg, MS, 39401
and better described as Lot 12, Block
13 of Omega Subdivision in 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.

Published Dec 19, 2019



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Darnelle Larremore
cc: Kermas Eaton, City Clerk
Date: Tuesday, January 21, 2020
Re: Acknowledge receipt of Privilege License Monthly Report for 12/2019.
File Number: 2020-471
Minute Book #

Summary

Acknowledge receipt of Privilege License Monthly Report for 12/2019

Recommendation Statement

Recommend to acknowledge receipt of Privilege License Monthly Report for 12/2019

Please place this on the January 21, 2020 City Council meeting for consideration.

PRIVILEGE LICENSE MONTHLY REPORT

12/01/2019 TO 12/31/2019

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-02-19-015291	\$11.67		COLLUDIUM BREWERY LLC 2205 W 4TH ST HATTIESBURG MS 39401
LIC-09-19-016920	\$45.00		KUT UPZ BEAUTY & BARBER 6086 HWY 98 W HATTIESBURG MS 39402
LIC-09-19-017085	\$85.00		SWEET ROLLS HATTIESBURG 4400 HARDY ST ST STE A8-9 HATTIESBURG MS 39402
LIC-09-19-017134	\$55.00		JOSEPH FARINA, MD 302 2ND AV HATTIESBURG MS 39401
LIC-10-19-017249			PLANET HOME LENDING, LLC 5020 RIVERSIDE DR STE 300 IRVING TX 75039
LIC-10-19-017333	\$0.00		SOUTHERN BLISS COMPANY 5296 HWY 11 STE 4A &6A HATTIESBURG MS 39402
LIC-10-19-017343	\$45.00		PINE BELT CDJR, INC. 401 BROADWAY DR HATTIESBURG MS 39401
LIC-10-19-017395	\$58.00		PHYSICAL MEDICINE & INTERVENTIONAL PAIN 415 S 28TH AV HATTIESBURG MS 39401
LIC-10-19-017462	\$45.00		N-A FLASH NAILS 3814 W 4TH ST HATTIESBURG MS 39402
LIC-11-18-014668	\$45.00		A PLUS VINYL 4700 HARDY ST STE R HATTIESBURG MS 39402
LIC-11-19-017479	\$45.00		CLUTCH 28 MARKET CT STE #10 HATTIESBURG MS 39401
LIC-11-19-017600	\$45.00		SAGE DEN LLC 220 MOBILE STREET ST HATTIESBURG MS 39401
LIC-11-19-017612	\$60.00		FAIRFIELD INN & SUITES 173 THORNHILL DRIVE DR HATTIESBURG MS 39401
LIC-12-19-017654	\$30.00		R.S. ALLEN CONSTRUCTION CO. INC. 125 MONARCH BLVD HATTIESBURG MS 39402
LIC-12-19-017655	\$45.00		CURIOSITY ESCAPE ROOMS 214 W PINE STREET ST HATTIESBURG MS 39401
LIC-12-19-017663	\$45.00		THE HUMIDOR @ HATTIESBURG 129 WALNUT ST HATTIESBURG MS 39401

LIC-12-19-017684	\$45.00	CORE NUTRITION, LLC 202 E LAKESIDE DR HATTIESBURG MS 39402
LIC-12-19-017685	\$55.00	A SLICE OF THE APPLE 5910 HWY 49 S STE 20 HATTIESBURG MS 39401
LIC-12-19-017686	\$45.00	BLESSNS OF BEAUTY SALON 104 S 37TH AV STE 30 HATTIESBURG MS 39402
LIC-12-19-017698	\$0.00	THE ROLLINS LAW FIRM, PLLC 702 W PINE STREET ST HATTIESBURG MS 39401
LIC-12-19-017701	\$45.00	REDBOX AUTOMATED RETAIL, LLC 4400 HARDY ST HATTIESBURG MS 39402
LIC-12-19-017702	\$45.00	REDBOX AUTOMATED RETAIL, LLC ONE TOWER LANE LN OAK TERRACE IL 60181
LIC-12-19-017703	\$45.00	REDBOX AUTOMATED RETAIL, LLC ONE TOWER LANE LN STE 900 OAKBROOK TERRACE IL 60181
LIC-12-19-017714	\$0.00	KELLER WILLIAMS, GBRMC HOLDINGS, LLC 9 PLAZA DR 39402 MS
LIC-12-19-017730	\$20.00	AB SUPPORT SERVICES , LLC 205 S 15TH AV HATTIESBURG MS 39401
LIC-12-19-017749	\$45.00	GLENN CRANE & RIGGING 50 JM TATUM INDUSTRIAL DR HATTIESBURG MS 39401
LIC-12-19-017757	\$20.00	SOMEBODY SPECIAL CALLS ME 1000 TURTLE CREEK KIOSK # 72 HATTIESBURG MS 39402
LIC-12-19-017758	\$20.00	ONEWAY PO BOX 180149 RICHLAND MS 39218
LIC-12-19-017759	\$20.00	BODY VAULT 1000 TURTLE CREEK DR STE 290 KIOSK # T81 HATTIESBURG MS 39401
LIC-12-19-017769	\$55.00	SOUTHEASTERN AUTO BROKERS 2715 OAK GROVE RD HATTIESBURG MS
LIC-12-19-017770	\$45.00	CRECHALE AUCTIONS LLC 7344 US 49 HWY HATTIESBURG MS 39402
LIC-12-19-017790	\$39.00	CODARAY CONSTRUCTION LLC PO BOX 16628 HATTIESBURG MS 39404

32

\$1,203.67

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-12-19-017621	\$20.00	\$10.00	THE EXPERIENCE BARBER & BEAUTY SHOP 2525 LINCOLN RD SUITE D HATTIESBURG MS 39401
LIC-12-19-017622	\$20.00	\$2.20	THE EXPERIENCE BARBER & BEAUTY SHOP 2525 LINCOLN RD SUITE D HATTIESBURG MS 39401

LIC-12-19-017623	\$20.00	\$2.40	THE WORKSHOP LLC 107 BROADWAY DR HATTIESBURG MS 39401
LIC-12-19-017624	\$33.00		WENDYS #138 6738 HIGHWAY 49 N HATTIESBURG MS 39402
LIC-12-19-017625	\$20.00		L & D PAINTING 28 SHARMONT DRIVE HATTIESBURG MS 39402-
LIC-12-19-017626	\$96.00		SOUTHERN CARE, INC. ATTENTION REGULATORY PO BOX 4060 MOORESVILLE NC 28117
LIC-12-19-017627	\$20.00		GRATEFULL SOUL 205 MAIN STREET HATTIESBURG MS 39401-
LIC-12-19-017628	\$20.00		RATCLIFF AUTOMOTIVE SERVICE 600 E PINE STREET HATTIESBURG MS 394010000
LIC-12-19-017629	\$800.00		KOHL'S DEPARTMENT STORE #1191 PO BOX 3139 MILWAUKEE WI 53201-3139
LIC-12-19-017630	\$20.00		NUMOTION 500 CAMPBELL LOOP STE 120 HATTIESBURG MS 39401
LIC-12-19-017631	\$10.00		ECOATM, LLC 6072 HWY 98 HATTIESBURG MS 39401-
LIC-12-19-017632	\$10.00		ECOATM, LLC 5901 HIGHWAY 49 HATTIESBURG MS 39402
LIC-12-19-017633	\$20.00		BLUE DOLPHIN POOL SERVICE 500 CAMPBELL LOOP 60 HATTIESBURG MS 394010000
LIC-12-19-017634	\$20.00	\$3.00	MVP DETAIL 6409 HWY 98 W STE B HATTIESBURG MS 39402-
LIC-12-19-017635	\$20.00		VITAMINS PLUS, LLC 427 WEATHERSBY ROAD HATTIESBURG MS 39402
LIC-12-19-017636	\$20.00		AIRPORT AUTO SERVICES 456 JM TATUM INDUSTRIAL DRIVE HATTIESBURG MS 39401
LIC-12-19-017637	\$20.00		STEEN INVESTMENT GROUP, INC. PO BOX 1747 HATTIESBURG MS 39403
LIC-12-19-017638	\$20.00		A 1 AUTO SALES PO BOX 17378 HATTIESBURG MS 394010000
LIC-12-19-017639	\$36.00		BEST WESTERN PREMIER INN 132 PLAZA DRIVE HATTIESBURG MS 39403
LIC-12-19-017640	\$20.00		SALON BAR 163 TURTLE CREEK DR STE 100 HATTIESBURG MS 39402
LIC-12-19-017641	\$30.00		W. S. "RED" HANCOCK, INC 115 PRICHARD AV BENTONIA MS 39040-

LIC-12-19-017642	\$30.00		JORDAN BROTHERS PLUMBING 53 RIVER DR HATTIESBURG MS 394014000
LIC-12-19-017643	\$30.00		LOWREY, ERIK M. PA. 525 CORINNE STREET HATTIESBURG MS 39401-
LIC-12-19-017644	\$10.00		RNR TIRE EXPRESS 3436 MAIN ST MOSS POINT MS 39563
LIC-12-19-017645	\$20.00		THE GALLERY 3418 HARDY STREET 150 HATTIESBURG MS 39402
LIC-12-19-017646	\$20.00		SHIYOU LAW FIRM PO BOX 310 HATTIESBURG MS 39403
LIC-12-19-017647	\$20.00		REVOLUTION FITNESS, LLC 14 LAMAR BOULEVARD HATTIESBURG MS 39402-
LIC-12-19-017648	\$20.00		UNIVERSITY TIRE & SERVICE CENTER 107 S 40TH AVENUE HATTIESBURG MS
LIC-12-19-017649	\$20.00		KUTZ BY GREG 4004 O'FERRAL STREET HATTIESBURG MS 394020000
LIC-12-19-017650	\$30.00		CRAFT AUTO SALES 1908 W PINE STREET HATTIESBURG MS 394010000
LIC-12-19-017652	\$20.00		CRAFT AUTO SALES LLC 909 E HARDY STREET HATTIESBURG MS
LIC-12-19-017653	\$20.00		GARNER LUMLEY ELECTRIC SUPPLY CO. 318 E PINE STREET HATTIESBURG MS 39401
LIC-12-19-017656	\$20.00		SOUTHERN AUTO CREDIT, LLC 312 S 25TH AV HATTIESBURG MS 39401
LIC-12-19-017657	\$20.00		PRO TRAVEL INC. 2018 HARDY STREET B HATTIESBURG MS 39401-
LIC-12-19-017658	\$30.00		AMERICAN WOOD PO BOX 1532 HATTIESBURG MS 394030000
LIC-12-19-017659	\$20.00		TOTAL FOOT CARE CLINIC 34 FRANKLIN ROAD HATTIESBURG MS 39402
LIC-12-19-017662	\$20.00	\$2.40	ELEGANT CREATIONS SALON & BOUTIQUE 2625 LINCOLN ROAD HATTIESBURG MS 39402-
LIC-12-19-017664	\$20.00		SYCAMORE TREE COUNSELING SERVICES, LLC 207 3RD AV HATTIESBURG MS 39401
LIC-12-19-017665	\$30.00		SMILE TIME FAMILY DENTISTRY PA 106 S 21ST AVENUE HATTIESBURG MS 39401-
LIC-12-19-017666	\$150.00	\$30.00	CHANNEL CONTROL MERCHANTS, LLC 48 RAWL SPRINGS ROAD LOOP BLDG A,B,C,D HATTIESBURG MS 39402

LIC-12-19-017668	\$150.00	\$18.00	CHANNEL CONTROL MERCHANTS, LLC PO BOX 711 HATTIESBURG MS 39403-0711
LIC-12-19-017670	\$20.00		GANDY ELECTRIC 220 GANDY AV HATTIESBURG MS 39401
LIC-12-19-017671	\$20.00		EDDIE STEPNEY JANITORIAL SERVICE 307 MAGNOLIA AVENUE HATTIESBURG MS 39401-
LIC-12-19-017672	\$20.00		JACKSON HEWITT TAX SERVICE 5901 HIGHWAY 49 HATTIESBURG MS
LIC-12-19-017673	\$20.00		OEC JAPANESE EXPRESS 3317 HARDY STREET STE 20 HATTIESBURG MS 39401-
LIC-12-19-017674	\$20.00		TAX MAX 1358 JACQUELINE DRIVE COLUMBUS GA 31907-
LIC-12-19-017675	\$30.00		TACO BELL #4760 PO BOX 18939 NATCHEZ MS 391220000
LIC-12-19-017676	\$30.00		TACO BELL #1898 2407 HARDY STREET HATTIESBURG MS
LIC-12-19-017677	\$20.00		AUTO MAX, INC. 5302 HIGHWAY 42 HATTIESBURG MS 39401
LIC-12-19-017678	\$30.00	\$3.90	IZOTE MEXICAN CUISINE 6104 HWY 49 HATTIESBURG MS 39401
LIC-12-19-017679	\$15.00	\$7.50	IZOTE MEXICAN CUISINE 6104 HWY 49 HATTIESBURG MS 39401
LIC-12-19-017680	\$30.00	\$0.00	JODY'S BAKERY 6058 HIGHWAY 49 S HATTIESBURG MS 39401-
LIC-12-19-017681	\$30.00		GREAT SOUTHERN NATIONAL BANK PO BOX 1799 HATTIESBURG MS 394020000
LIC-12-19-017682	\$20.00		GREAT SOUTHERN NATIONAL BANK 5308 HWY 42 N HATTIESBURG MS 39401
LIC-12-19-017683	\$60.00		MCDONALD'S 6442 HIGHWAY 98 HATTIESBURG MS
LIC-12-19-017692	\$150.00		O'REILLY AUTO PARTS #1297 PO BOX 9167 SPRINGFIELD MO 658011156
LIC-12-19-017693	\$25.00		CLOUD 9 VAPORS 6086 HWY 98 STE 10 HATTIESBURG MS 39402
LIC-12-19-017695	\$300.00		TRUCKPRO OF HATTIESBURG 7414 HIGHWAY 49 N HATTIESBURG MS
LIC-12-19-017696	\$0.00	\$0.00	FAMILY DOLLAR STORE #25360 500 VOLVO PARKWAY CHESAPEAKE VA 23320

LIC-12-19-017704	\$30.00	\$5.70	BAYMONT INN & SUITES 123 PLAZA DRIVE HATTIESBURG MS 39402
LIC-12-19-017706	\$20.00		STATE FARM INSURANCE CO 6212 US HWY 49 HATTIESBURG MS 39403
LIC-12-19-017707	\$25.00		JEFCOAT FENCE CO. INC OF HATTIESBURG 5268 OLD HWY 42 HATTIESBURG MS 39401
LIC-12-19-017708	\$20.00		MIRACLE NAILS, LLC 5266 OLD HWY 11 STE 90 HATTIESBURG MS 39401-
LIC-12-19-017709	\$20.00		A1 VAPOR LLC 4400 HARDY ST STE A 10 HATTIESBURG MS 39402
LIC-12-19-017710	\$20.00		BIG RIVER ELECTRIC, INC. 6635 HIGHWAY 49 HATTIESBURG MS 39401-
LIC-12-19-017711	\$50.00		KIRKLANDS #469 6143 HIGHWAY 98 70 HATTIESBURG MS 39402
LIC-12-19-017717	\$20.00	\$2.40	FLOWERS LAW FIRM 341 N 25TH AVENUE HATTIESBURG MS 394030000
LIC-12-19-017718	\$30.00		POPEYES #10 6623 HWY 49 HATTIESBURG MS 39401
LIC-12-19-017719	\$40.00		MILLENNIUM MUSIC CENTER,LLC 2000 W PINE STREET HATTIESBURG MS 39401
LIC-12-19-017720	\$20.00		BLISS BRIDAL 501 MAIN ST STE 101 HATTIESBURG MS 39401
LIC-12-19-017721	\$45.00		JOHNSON CONTROLS SECURITY SOLUTIONS LLC PO BOX 3042 BOCA RATON FL 334210942
LIC-12-19-017722	\$20.00		AES MECHANICAL SERVICES GROUP INC 2171 AL HWY 229 TALLASSEE AL 36078-
LIC-12-19-017723	\$20.00	\$2.60	GREEN'S GRILL 1017 FAIRLEY ST HATTIESBURG MS 39401
LIC-12-19-017725	\$20.00		MCCLESKEY ASSOCIATES/ARCHITECT,PLLC 105 PATTON AVENUE HATTIESBURG MS 39401
LIC-12-19-017728	\$45.00		JOHNNY'S WRECKER SERVICE 5484 HIGHWAY 42 HATTIESBURG MS 394010000
LIC-12-19-017731	\$500.00		SOUTHERN PAWN, INC. 201 S 40TH AVENUE HATTIESBURG MS 39402-
LIC-12-19-017732	\$100.00		SOUTHERN PAWN, INC. 201 S 40TH AVENUE HATTIESBURG MS 39402-
LIC-12-19-017734	\$20.00		CHECK INTO CASH 6083 HWY 98 HATTIESBURG MS 39402

LIC-12-19-017735	\$30.00	BIMBO BAKERIES USA, INC. 5680 HIGHWAY 49 S HATTIESBURG MS 39401
LIC-12-19-017736	\$69.00	LIL BUTCHER SHOPPE 1910 B BROADWAY DR HATTIESBURG MS 39401
LIC-12-19-017737	\$150.00	GOLDEN CORRAL 3309 COLLINS LN LOUISVILLE KY 40245
LIC-12-19-017738	\$20.00	PINE BELT TROPHY AND AWARDS 905 HARDY STREET 104 HATTIESBURG MS
LIC-12-19-017739	\$20.00	SUNSHINE AUTOPLEX, LLC PO BOX 18320 HATTIESBURG MS 39401
LIC-12-19-017740	\$40.00	JIMMY JAZZ 1000 TURTLE CREEK DRIVE STE 730 HATTIESBURG MS
LIC-12-19-017741	\$75.00	HOMECHOICE HEALTH SERVICES - HATTIESBURG 22 MILBRANCH RD STE 100 HATTIESBURG MS 394021594
LIC-12-19-017742	\$20.00	APPLIANCES,ETC.LLC. 5635 HIGHWAY 42 HATTIESBURG MS
LIC-12-19-017743	\$20.00	A-1 REALTY LP 723 HARDY STREET HATTIESBURG MS
LIC-12-19-017744	\$40.00	BOOT COUNTRY, LLC 6467 HIGHWAY 49 HATTIESBURG MS
LIC-12-19-017745	\$20.00	HICKS LAW FIRM, PLLC 211 S 29TH AVENUE HATTIESBURG MS 39401-
LIC-12-19-017746	\$60.00	SONIC DRIVE-IN OF HATTIESBURG,LLC 3700 W 4TH STREET HATTIESBURG MS
LIC-12-19-017747	\$60.00	SMITH BROS COLLISION CENTER 32 KING ROAD HATTIESBURG MS 39402-
LIC-12-19-017748	\$36.00	PANDA EXPRESS #2553 1683 WALNUT GROVE AV ROSEMEAD CA 91770
LIC-12-19-017750	\$45.00	BO'S TOWING SERVICE 5242 HIGHWAY 42 BYPASS HATTIESBURG MS
LIC-12-19-017751	\$20.00	RIVER ROAD SAND & GRAVEL LLC 406 HEMPHILL STREET HATTIESBURG MS 39401-
LIC-12-19-017752	\$30.00	MDA CONSTRUCTION SERVICES, LLC 22 MILLBRANCH RD STE 600 HATTIESBURG MS 39401
LIC-12-19-017753	\$90.00	THE FIRST NATIONAL BANKING ASSOC. PO BOX 15549 HATTIESBURG MS 394040000
LIC-12-19-017754	\$80.00	BERRY PLASTICS CORPORATION 72 WL RUNNELS INDUSTRIAL DRIVE HATTIESBURG MS 39401-

LIC-12-19-017761	\$20.00	\$2.60	BYPASS FOOD MART LLC 5386 OLD HWY 42 HATTIESBURG MS 39401-
LIC-12-19-017762	\$15.00	\$7.50	BYPASS FOOD MART LLC 5386 OLD HWY 42 HATTIESBURG MS 39401-
LIC-12-19-017763	\$66.00		L & A CONTRACTING CO. 100 SIMS RD HATTIESBURG MS 39402
LIC-12-19-017764	\$80.00		GREEN BAY CONVERTING, INC P O BOX 12500 GREEN BAY WI 54307-2500
LIC-12-19-017765	\$93.00		HIBBETT SPORTS #69 2700 MILAN BIRMINGHAM AL 35211
LIC-12-19-017771	\$105.00		KENTUCKY FRIED CHICKEN #74 5330 OLD HWY 11 HATTIESBURG MS 39402
LIC-12-19-017772	\$108.00		FEDERAL EXPRESS CORP. POST OFFICE BOX 8000 C/O BUSINESS LICENSE MONSEY NY 10952
LIC-12-19-017775	\$20.00		BRUCK'S CARS & TRUCKS 5498 HIGHWAY 42 HATTIESBURG MS 394010000
LIC-12-19-017777	\$150.00		ADVANCE AUTO PARTS #9816 5060 HARDY ST HATTIESBURG MS 39401
LIC-12-19-017778	\$30.00		SOUTHWEST THEATERS- TURTLE CREEK 9 1000 TURTLE CREEK DRIVE 5 HATTIESBURG MS 39402-
LIC-12-19-017779	\$20.00		DAVIS-MORRIS LAW FIRM, P.A. 806 W PINE STREET HATTIESBURG MS 39401
LIC-12-19-017780	\$30.00		NATIONAL SALES & LEASE PO BOX 640 COLLINSVILLE MS 39325-
LIC-12-19-017781	\$20.00		LUNAR GOLF 29185 W 274TH TER PAOLA KS 66071
LIC-12-19-017782	\$25.00		GROVE TRANSPORTATION 1721 HARDY STREET HATTIESBURG MS 39401-
LIC-12-19-017784	\$138.00		UNITED PARCEL SERVICE 116 INDUSTRIAL DRIVE HATTIESBURG MS 39402
LIC-12-19-017785	\$25.00		T-MOBILE 12920 SOUTH EAST 38TH ST BELLEVE WA 98006
LIC-12-19-017786	\$1,360.00		ACADEMY SPORTS & OUTDOORS #108 1800 N MASON ROAD KATY TX 774492826
LIC-12-19-017787	\$100.00		ACADEMY SPORTS & OUTDOORS #108 1800 N MASON ROAD 108 KATY TX 774492826
LIC-12-19-017789	\$20.00		CUSTOM INSTALLING 3900 PEARL STREET HATTIESBURG MS

LIC-12-19-017792	\$30.00		MCLEOD & ASSOCIATES, P.A. 10 PROFESSIONAL PARKWAY HATTIESBURG MS 39402-
LIC-12-19-017793	\$20.00		WILLIAMS LAWN & YARD SERVICE 8 ALDER LANE HATTIESBURG MS 39403
LIC-12-19-017794	\$30.00	\$3.30	ERIC'S SALON 109 S 41ST AVENUE HATTIESBURG MS 39402
LIC-12-19-017795	\$20.00		CARLEY TRAILOR PARK PO BOX 16162 HATTIESBURG MS 394040000
LIC-12-19-017797	\$20.00		JORDAN PLUMBING SERVICE 246 TURNER STREET HATTIESBURG MS
LIC-12-19-017798	\$20.00		CALICO MALL 309 E PINE STREET HATTIESBURG MS 394010000
LIC-12-19-017800	\$20.00		GREEN ENTERPRISES 808 HILLENDALE DRIVE HATTIESBURG MS 39402-
LIC-12-19-017801	\$30.00		DIAM DIVAZ BEAUTY BAR 102 W. FLORENCE ST HATTIESBURG MS 39401
LIC-12-19-017802	\$20.00	\$2.20	THE WORLD OF GREEKDOM 602 ADELINE STREET HATTIESBURG MS 39401
LIC-12-19-017803	\$30.00		MASSAGE ENVY SPA 6169 HWY 98 W STE 40 HATTIESBURG MS 39402
126	\$7,490.00	\$105.70	

Total Collection for December

New Licenses	\$1,203.67
Renewed Licenses	\$7,490.00
Penalties	\$105.70
Grand Total	\$8,799.37



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, January 21, 2020

Re: Acknowledge receipt of a list of properties determined by Code Enforcement Officers in the months of October, November, and December of 2019 eligible for processing via expedited process.
File Number: 2020-460
Minute Book #

Summary

Acknowledge receipt of a list of properties determined by Code Enforcement Officers in the months of October, November, and December of 2019 to be in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community and eligible for pursuit via an expedited process pursuant to section 21-10-11, Mississippi Code of 1972 as amended and Chapter 16 of the Municipal Code of the City of Hattiesburg as amended.

Recommendation Statement

Recommend to acknowledge receipt.

Please place this on the January 21, 2020 City Council meeting for consideration.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

Property for Expedited Maintenance

NOTICE: Pursuant to Mississippi Code Section 21-19-11 and Section 16 of the City of Hattiesburg Code of Ordinances, the following properties or parcels of land has been determined by an appropriate city official to be in a condition that is a menace to the public health, safety and welfare of the community. The City of Hattiesburg, or contractors acting under the City's direction, are so authorized to enter the property for cleaning and correction of certain code violations seven (7) or more days following their first appearance on this notice. The City is further authorized to reenter the property or parcel of land for a period of one (1) year after this cleaning without any further hearing or action if notice is posted on the property or parcel of land and at city hall or another place in the city where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning. Costs associated with this and any additional cleaning and correction of violations shall become an assessment against the property. For details on the violations, please contact the [Code Enforcement Division at City Hall – \(601\)-545-4500](#).

Address or Parcel	PPIN	Violation	Corrective Action Sought	Date of First Posting	Officer
1503 Gravel Line Rd	15887	VS, OGL	Cut and Clean the Lot.	10/07/2019	K. Myers
717 Claiborne Ave	22343	VS, OGL	Cut and Clean the Lot.	10/07/2019	K. Myers
1009 Franklin St	14393	VS, OGL	Cut and Clean the Lot.	10/07/2019	K. Myers
607 Graymont Ave	24991	VS, OGL	Cut and Clean the Lot.	10/07/2019	K. Myers
428 Mable St	19682	VS, OGL	Cut and Clean the Lot.	10/07/2019	K. Myers
434 Mable St	19688	VS, OGL	Cut and Clean the Lot.	10/07/2019	K. Myers

212 Chestnut Ave	22354	VS, OGL	Cut and Clean the Lot.	10/07/2019	K. Myers
1212 Putnam Ave	22468	VS, OGL	Cut and Clean the Lot.	10/07/2019	K. Myers
1214 Putnam Ave	22467	VS, OGL	Cut and Clean the Lot.	10/07/2019	K. Myers
1016 Franklin St	12995	VS, OGL	Cut and Clean the Lot.	10/07/2019	K. Myers
2-030L-11-229.00 E Hardy St	33661	VS, OGL	Cut and Clean the Lot.	10/07/2019	K. Myers
2-030L-11-230.00 E Hardy St	20242	VS, OGL	Cut and Clean the Lot.	10/07/2019	K. Myers
315 Miller St	20574	VS, OGL	Cut and Clean the Lot.	10/07/2019	K. Myers
611 S 22 nd Ave	13108	OGL	Cut and Clean the Lot.	10/07/2019	K. Laster
214 S 14 th Ave	16893	OGL	Cut and Clean the Lot.	10/07/2019	K. Laster
410 S 14 th Ave	14961	OGL	Cut and Clean the Lot.	10/07/2019	K. Laster
418 S 14 th Ave	14966	OGL	Cut and Clean the Lot.	10/07/2019	K. Laster
211 S 13 th Ave	24176	OGL	Cut and Clean the Lot.	10/07/2019	K. Laster
3500 Peach St *Repeated Case	24163	OGL	Cut and Clean the Lot.	10/07/2019	L. Hall
3604 Peach St *Repeated Case	24162	OGL	Cut and Clean the Lot.	10/07/2019	L. Hall
3606 Peach St *Repeated Case	24161	OGL	Cut and Clean the Lot.	10/07/2019	L. Hall
3607 Peach St *Repeated Case	24153	OGL	Cut and Clean the Lot.	10/07/2019	L. Hall
111 Dearborne St	20922	VS, OGL	Cut and Clean the Lot.	10/16/2019	L. Hall
311 Park Ave	18446	VS, OGL	Cut and Clean the Lot.	10/16/2019	L. Hall
202 S 14 th Ave	16886	VS, OGL	Cut and Clean the Lot.	10/16/2019	L. Hall
301 S 17 th Ave	16234	VS, GAR & RUB, OGL	Cut and Clean the Lot.	10/23/2019	K. Laster
202 N 23 rd Ave	16132	GAR & RUB	Remove dilapidated signage and trash & litter.	10/23/2019	L. Hall
1705 1 st Terrace	15286	OGL	Cut and Clean the Lot.	10/23/2019	L. Hall
2-024N-31-022.00 Hwy 49	27507	GAR & RUB OGL	Cut and Clean the Lot.	11/8/2019	L. Hall

351 Emerson Dr *Repeated Case	22775	VS & OGL	Cut and Clean the Lot.	11/8/2019	L. Hall
3808 Eagle Dr	14898	OGL	Cut weeds and grass.	11/8/2019	L. Hall
817 Arledge St *Repeated Case	13283	VS & OGL	Cut weeds and grass.	11/8/2019	K. Laster
517 E 5 th St *Repeated Case	40161	VS & OGL	Cut weeds and grass.	11/15/2019	K. Laster
713 Duane St *Repeated Case	22856	VS & OGL	Cut weeds and grass.	11/19/2019	K. Laster
701 Claiborne Ave	22336	VS & OGL	Cut weeds and grass.	11/19/2019	K. Laster
508 Buschman St	15808	OGL	Cut weeds and grass.	11/19/2019	K. Laster
117 Dearborne St	20919	OGL	Cut weeds and grass.	11/19/2019	L. Hall
119 W 8 th St	15260	OGL	Cut weeds and grass.	11/19/2019	K. Laster
509 Francis St *Repeated Case	21318	VS & OGL	Cut weeds and grass.	11/19/2019	L. Hall
511 Francis St *Repeated Case	21317	VS & OGL	Cut weeds and grass.	11/19/2019	L. Hall
110 Harrell St *Repeated Case	13352	VS & OGL	Cut weeds and grass.	11/19/2019	L. Hall
115 Harrell St *Repeated Case	21304	VS & OGL	Cut weeds and grass.	11/19/2019	L. Hall
902 Louise St Repeated Case	14779	OGL	Cut weeds and grass.	11/19/2019	L. Hall
1708 Louise St *Repeated Case	18456	OGL	Cut weeds and grass.	11/19/2019	L. Hall
202 E 4 th St	18828	VS & OGL	Cut weeds and grass.	11/25/2019	L. Hall
224 E 4 th St	18835	VS & OGL	Cut weeds and grass.	11/25/2019	L. Hall
511 New Orleans St	18931	VS & OGL	Cut weeds and grass.	11/25/2019	L. Hall
1301 Putnam Ave	22503	VS & OGL	Cut weeds and grass.	11/25/2019	L. Hall
1311 Deason Ave	22416	VS & OGL	Cut weeds and grass.	11/25/2019	L. Hall
68 Central School Rd	1113	VS & OGL	Cut weeds and grass.	12/11/2019	T. Kidd
115 S 10 th Ave *Repeated Case	25040	OGL	Cut weeds and grass.	12/11/2019	L. Hall
504 Broad St *Repeated Case	19615	VS & OGL	Cut weeds and grass.	12/11/2019	L. Hall

2203 Quinn St *Repeated Case	22798	VS	Board Up & Secure the building.	12/11/2019	K. Laster
102 S 14 th Ave *Repeated Case	20048	VS & OGL	Board Up & Secure the building.	12/18/2019	K. Laster
104 N 22 nd Ave *Repeated Case	16208	VS & OGL	Cut weeds and grass.	12/18/2019	K. Laster



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, January 21, 2020

Re: Approve and authorize issuance of manual check for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}
File Number: 2020-474
Minute Book #

Summary

Approve and authorize issuance of manual check for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}

Recommendation Statement

I recommend issuance of this manual check for CDBG Program Claims per attached Memorandum.

Please place this on the January 21, 2020 City Council meeting for consideration.

MEMORANDUM

TO: City of Hattiesburg Council Members
FROM: Andrew Ellard
Department of Urban Development
SUBJECT: Authorize issuance of manual check for CDBG Program claims
DATE: January 13, 2020

The following request for payment is being submitted for approval during the City Council's January 21, 2020 meeting. Please authorize and approve issuance of manual check for the claim listed below:

Recipient:	Hollimon Construction
Activity:	Substantial Rehabilitation
Program:	CDBG
Project Site:	112 Lesley Lane
Amount Requested:	\$12,000.00
Purpose of Request:	Draw/Payment Request #3
Work Provided by:	Hollimon Construction

Hollimon Construction

Curtis Hollimon

145 Hinton Drive

Hattiesburg, Ms 39401

601.270.3164

Rita Sykes

112 Lesley Lane

Hattiesburg, Ms 39401

- Install new carpet and pads inside house
- Install new vinyl flooring in all bathrooms
- Install all ceiling fans and smoke detectors

Material & Labor: \$12,000

Curtis Hollimon
1/10/20

01-10-20A09:22 RCVD

Rita Sykes
01/13/20



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, January 21, 2020

Re: Approve and authorize publication of Notice for Request for Qualifications for Qualified Eligible Contractors for the City of Hattiesburg's CDBG/HOME Programs {Entitlement}
File Number: 2020-459
Minute Book #

Summary

Request for Qualifications - Qualified Eligible Contractors

Recommendation Statement

I recommend the authorization and publication of this notice for Qualified Eligible Contractors for the City of Hattiesburg's CDBG/HOME Programs. {Entitlement}

Please place this on the January 21, 2020 City Council meeting for consideration.

NOTICE TO BIDDERS

NOTICE is hereby given that the City of Hattiesburg, Mississippi will receive Statements of Qualifications until 10:00 A.M., Thursday, February 13, 2020, in the City Clerk's Office in the City Hall for the following:

Qualified Eligible Contractors for the purposes of housing rehabilitation, housing repair, housing reconstruction and related activities as needed for a period ending December 31, 2020 for the Department of Urban Development – Community Development Division.

The above shall be delivered as per detailed specifications on file in the Office of the Clerk, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each PROPOSAL must be received in a sealed envelope which is marked in the lower left-hand corner with the words "Request for Qualifications – Qualified Eligible Contractors" and the DATE OF BID OPENING ("February 13, 2020").

The purpose of this solicitation is to establish a list of Qualified Eligible Contractors for participation in the City's CDBG and HOME programs. Respondents meeting the established criteria will be placed on a list of QECs in accordance with the City's Housing Rehabilitation/Reconstruction, and Housing Repair Grants Manual. Notwithstanding, the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 21st day of January 2020.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton
CITY CLERK

(SEAL)

Toby Barker, Mayor

PUBLISH Twice in the Non-Legal Section: Thursday, January 23, 2020; Thursday, January 30, 2020

**CITY OF HATTIESBURG
DEPARTMENT OF URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT DIVISION**

**INSTRUCTIONS TO RESPONDENTS FOR CDBG AND HOME
PROGRAM SERVICES**

BID FORM

PROPOSAL FOR: Qualified Eligible Contractors for the purposes of housing rehabilitation, housing repair, housing reconstruction and related activities as needed for a period ending December 31, 2020 for the Department of Urban Development - Community Development Division.

Statements of Qualifications will be received until 10 a.m. Thursday, February 13, 2020 in the City Clerk's Office in the Hattiesburg City Hall located at 200 Forrest Street, P. O. Box 1898, Hattiesburg, MS 39403-1898. SOQs will be opened beginning at 10 a.m., Thursday, February 13, 2020.

For questions or clarifications, respondents should contact:

City Clerk
P. O. Box 1898
200 Forrest Street
Hattiesburg, MS 39403-1898
(601) 545-4552

The undersigned Respondent agrees to comply with and provide the following services to the City of Hattiesburg:

Respondent shall furnish contracting or construction services associated with CDBG housing rehabilitation, HOME housing rehabilitation, CDBG Emergency Repair, HOME Reconstruction and related activities.

Successful respondents shall furnish and supervise any personnel needed to perform any necessary activities related to said services.

Successful respondents shall furnish all tools and equipment necessary to perform said services. Respondents shall provide a detailed equipment list as part of the QEC Application and Checklist.

Respondents must be licensed contractors with the State of Mississippi and the City of Hattiesburg by the deadline for submitting qualifications and must provide all the information indicated on the attached QEC Application and Checklist.

Responses will be reviewed by committee. Incomplete responses, failure to provide minimally required information, or evidence of ineligibility will result in a finding of non-qualification. For the respondents with completed applications that meet basic eligibility requirements, the committee will check references and review examples of work for work standards and quality of workmanship.

Successful respondents will be placed on a list of Qualified Eligible Contractors for the City's CDBG and HOME programs. For each related residential rehabilitation, repair or reconstruction project, contractors must submit bids based on a work write-up completed by the Department of Urban Development - Community Development Division staff. Only contractors on the list of Qualified Eligible Contractors may bid on these CDBG and HOME projects.

If there is no available contractor from the list, the City may use some other objective method of identifying contractors to complete the various related projects. Further, the City may use an alternative objective method of selecting contractors from the established list of QECs.

Successful respondents agree to comply with all federal, state, and city laws in performing the work contracted or assigned as a result of being placed on the City's list of QECs.

Successful respondents shall coordinate all work and related activities with the City's Department of Urban Development – Community Development Division. **Contractors must perform work as written on work write-ups. Changes to work write-ups will be made only by permission of Community Development staff. Any additional work completed without prior permission and proper inspection by Community Development staff will not be eligible for Change Order.**

Successful respondents agree to hold harmless and indemnify City from any and all liability and damages of any kind whatsoever resulting from participation in its CDBG and HOME programs.

It is understood that contractors may be removed from the list of QECs for failure to comply with terms and conditions herein or any other violation of any federal, state or local law and/or regulation.

Respondents shall provide all company information identified on the attached form and must include all required supporting documentation where requested.

NAME OF COMPANY

STREET/P.O. BOX ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER (DAY AND NIGHT)

FAX NUMBER

DATE OF BID

COMPANY OFFICIAL'S NAME & TITLE

COMPANY OFFICIAL'S SIGNATURE

SOCIAL SECURITY OR EMPLOYER ID NUMBER

DUNS NUMBER (required)

OFFICIAL'S SIGNATURE – I hereby acknowledge receipt of all bid instructions and agree, if selected, to abide by all program guidelines. I additionally acknowledge that *Housing Rehabilitation/Reconstruction and Housing Repair Grants Program Manual (Amended December 2019)* has been made available as a public record through the City of Hattiesburg's City Clerk's Office, and I am fully prepared to abide by the guidelines, policies, and procedures contained therein.

**APPLICATION FOR ELIGIBILITY FOR QUALIFIED
CDBG/HOME PROGRAM GENERAL CONSTRUCTION CONTRACTOR**

General Construction Contractors/Remodelers who are interested in participating in CDBG/HOME Programs should answer the questions below and submit the information as noted.

By completing this application and providing the information requested it is understood that any/all information will be verified and references will be checked.

Date of application: _____

1. Name of Company: _____

Name of owner/owners: _____

Address: _____

Telephone No.: _____ Fax No.: _____ E-mail address: _____

Name of Responsible Individual: _____

Address: _____

Telephone No: _____ Fax No.: _____ E-mail address: _____

2. Have you ever been or are you currently an employee of the City of Hattiesburg? _____

If yes, please give the date(s) of employment _____

3. Please list all major equipment owned by you or your company.

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

- A. Subcontractor Information (Please provide three subcontractor references).

-

Page 2 of 5

2. Name of Subcontractor: _____

Type of work Subcontractor Performs: _____

Address: _____

Telephone: _____ Fax: _____

3. Name of Subcontractor: _____

Type of work Subcontractor Performs: _____

Address: _____

Telephone: _____ Fax: _____

B. Material Suppliers (Please provide two material supply references).

1. Name of Supplier: _____

Address: _____

Telephone: _____ Fax: _____

Type of Supplies: _____

2. Name of Supplier: _____

Address: _____

Telephone: _____ Fax: _____

Type of Supplies: _____

C. *Prior Job References:

1. Owner of Property: _____

Address: _____

Telephone: _____ Fax: _____

Description of work Performed: _____

2. Owner of Property: _____

Address: _____

Telephone: _____ Fax: _____

Description of work Performed: _____

3. Owner of Property: _____

Address: _____

Telephone: _____ Fax: _____

Description of work Performed: _____

*Note: If no local jobs, please provide copies of pictures of prior jobs for our file.

CONTRACTOR'S APPLICATION CHECKLIST

Please attach the following information to your application:

- ☐ Copy of Privilege Tax License
- ☐ Copy of State Contractor's License
- ☐ Copy of Liability Insurance
- ☐ Copy of Performance and Payment Bond, if applicable
- ☐ Copy of Workmen's Compensation **OR** a letter from your insurance agent that your company is not required to carry Workmen's Compensation Insurance

Applicant should NOT assume that previous submission of this information to the Department of Urban Development Community Development Division or any other city department is acceptable. Failure to include all requested documentation accompanying this application will constitute an incomplete application, and will be denied.

AUTHORIZATION FOR RELEASE OF INFORMATION

By my signature below I authorize the release of information by all subcontractors, references and others from the information supplied herein to the City of Hattiesburg Department of Urban Development – Community Development Division.

Company Name

Authorized Representative Signature

Printed Name of Authorized Signatory

Date



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, January 21, 2020

Re: Approve specifications and authorize publication of advertisement for term bid item #2 - Repair and Rehabilitation of City Streets
File Number: 2020-461
Minute Book #

Summary

Approve specifications and authorize publication of advertisement for term bid item #2 - Repair and Rehabilitation of City Streets

Recommendation Statement

I recommend the council approve specifications and authorize publication of advertisement for term bid item #2 - Repair and Rehabilitation of City Streets

Please place this on the January 21, 2020 City Council meeting for consideration.

**SPECIFICATIONS FOR ITEM #2: REPAIR AND REHABILITATION OF STREETS FOR
THE CITY OF HATTIESBURG**

Bidder shall bid on furnishing materials, labor and equipment to repair and rehabilitate city streets for the City of Hattiesburg which meets or exceeds the Mississippi State Highway Standard Specifications for Road and Bridge Construction, 2004, together with all provisions and/or addendum to the standards, amendments and/or special duty approved and adopted or the Mississippi standard Specifications for State Aid Road and Bridge Construction, whichever is more stringent.

No Vibratory rolling will be allowed. Lot densities will be reduced by one percent to accommodate this. Contractor will be responsible for all sampling and testing upon request.

Bidder will be properly licensed within the State of Mississippi for street construction work.

Temporary traffic control for construction zones shall be included in bid price and subject to referenced specifications. Contractor shall follow the Manual on Uniform Traffic Control Devices.

Work performed under the terms of this contract shall not exceed one hundred and fifty thousand dollars (\$150,000.00) per project as provided by state law. The City of Hattiesburg reserves the right to bid any and all projects, as determined by the City Engineer or Public Works Director, on an individual basis and have said work performed by the successful bidder, or have work performed under this contract, whichever is in the City's best interest.

Contractor shall have 2 weeks to respond to the City with a paving timeline after receipt of paving request (Purchase Order). If contractor fails to respond, doesn't meet paving timeline or paving timeline is insufficient as determined by Public Works Director and/or Engineering Director, the City reserves the right to award the work to the alternate.

Pursuant to Section 31-5-51 of the Mississippi Code (Amended) which requires certain vendors have liability insurance, the successful bidder shall furnish to the City of Hattiesburg, before entering into any such contract, proof of general liability insurance coverage in the amount not less than one million dollars (\$1,000,000.00) for bodily injury and property damage.

PRICES shall be FIRM for a period beginning with official award of the bid, and ending September 30, 2021, items to be purchased as required.

DELIVERY: F.O.B. Hattiesburg, Mississippi, within seven (7) days of agreed upon paving timeline. Ship in full, freight prepaid. No partial shipment accepted.

PAYMENT TERMS: Remittance within forty-five (45) days from satisfactory delivery of goods and receipt of invoice(s).

The City of Hattiesburg shall not be responsible for any bid sent via U.S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

SEALED BIDS must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

BID
ITEM #2 REPAIR AND REHABILITATION OF STREETS
FOR CITY OF HATTIESBURG
SUBMITTED BY 10:00 A.M. THURSDAY, FEBRUARY 20, 2020
CERTIFICATE OF RESPONSIBILITY NO. _____

ELECTRONIC BIDS / REVERSE AUCTIONS:

Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids and /or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 21st day of January, 2020.

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CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

SPECIFICATIONS APPROVED BY:

ENGINEERING DEPARTMENT

BID FORM FOR ITEM #2-REPAIR & REHABILITATION OF STREETS FOR CITY OF

HATTIESBURG

PAY ITEM #	PAY ITEM	UNITS	UNIT PRICE
201-B	Clearing and Grubbing	Acre	
202-A	Removal of Existing Traffic Stripe	L.F.	
202-A	Removal of Rail Crossing: Rail Lines and Ties	each	
202-B	Removal of Traffic Stripe by Grinding	L.F.	
203-A	Unclassified Excavation	C.Y.	
203-I	Motor Grader per Hour	hour	
209-A	Geotextile Stabilization, Type V	S.Y.	
225-A	Grassing	Acre	
304-A	Granular Material, Class 9, Group C	C.Y.	
304-F	Crushed Stone or Crushed Concrete Base, size 825, Roadbed Construction	ton	
304-H	Crushed Stone or Crushed Concrete Base, size 825, Base Repair	ton	
307-C	8" Soil-Lime-Water Mixing	S.Y.	
307-D	Lime	ton	
308-A	Portland Cement	ton	
308-B	8" Soil-Cement-Water Mixing at 5% Concentration	S.Y.	
403-A	SC-1 Hot Mix Asphalt Surface Course	ton	
403-M	BB-1 Hot Mix Asphalt Base Course	ton	
406-A	Cold Milling of Asphalt Pavement	ton	
407-A	Asphalt for Tack Coat, EA-4	gallon	
413-A	Joint Sealer Material	gallon	
413-C	Cleaning and Sealing Cracks/Joints	L.F.	
450	Milling Purchase B Price for Contractor to sell milled asphalt material to City of Hattiesburg	ton	
	4" Painted Traffic Stripe, Skip White &		

625-A	Yellow	L.F.	
625-C	4" Painted Traffic Stripe, Continuous White & Yellow	L.F.	
625-E	4" Painted Detail Traffic Stripe	L.F.	
625-F	Painted Legend	S.F.	
626-A	4"Thermoplastic Traffic Stripe, Skip White or Yellow, 90 Mil Thickness	L.F.	
626-B	4" Thermoplastic Traffic Stripe, Continuous White or Yellow, 90 Mil Thickness	L.F.	
626-G	Thermoplastic Detail Stripe 4" equivalent, 90 Mil Thickness	L.F.	
626-H	Thermoplastic Legend, 90 Mil Thickness	S.F.	
627-C	Red-Clear Reflective Raised Markers	each	
627-D	Two-Way Yellow Reflective Raised Markers	each	
	Manhole adjustments	each	
	Water valve adjustments	each	
907-A	Ultra Thin lift	ton	

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & EMAIL

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 AM .. Thursday, February 20, 2020, in the City Clerk 's Office in the City Hall of said City for furnishing the City' s requirements for the following supplies, to-wit:

ITEM #2: REPAIR AND REHABILITATION OF CITY STREETS

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi, 39403, (601) 545-4552, which may be obtained upon request.

SEALED BIDS:

Sealed bids must be received in a sealed envelope which is marked in the lower left-hand corner with the word BID and the NAME OF ITEM on which bid is being made and the DAIB OF BID OPENING.

ELECTRONIC BIDS:

Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 21st day of January, 2020.

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

(SEAL)



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Alan Howe, Director of the Water Department

cc:

Date: Tuesday, January 21, 2020

Re: Approve specifications and authorize publication of advertisement for term bid item #20 -Furnish Labor, Equipment and Material for Repair, Replacement or Installation of Ductile Iron or PVC Water Lines and Fittings for the Hattiesburg Water Department
File Number: 2020-462
Minute Book #

Summary

Approve specifications and authorize publication of advertisement for term bid item #20 -Furnish Labor, Equipment and Material for Repair, Replacement or Installation of Ductile Iron or PVC Water Lines and Fittings for the Hattiesburg Water Department

Recommendation Statement

I recommend the council approve specifications and authorize publication of advertisement for term bid item #20 -Furnish Labor, Equipment and Material for Repair, Replacement or Installation of Ductile Iron or PVC Water Lines and Fittings for the Hattiesburg Water Department

Please place this on the January 21, 2020 City Council meeting for consideration.

**SPECIFICATIONS FOR ITEM #20: FURNISH LABOR, EQUIPMENT AND MATERIAL FOR
REPAIR, REPLACEMENT OR INSTALLATION OF DUCTILE
IRON OR PVC WATER LINES AND FITTINGS FOR THE
HATTIESBURG WATER DEPARTMENT**

Bidder shall bid on furnishing all labor, equipment, materials, insurance performance and payment bond where requested, and other necessary appurtenances and other conditions as shown in specifications on file in the City of Hattiesburg Engineering Department and shall be familiar with the subsurface condition within the City of Hattiesburg surrounding the work area.

Bidder shall have available or in his possession equipment of sufficient size and quantity to properly perform said project. Bidder will prepare a list of all equipment he has available to perform the work as shown in specifications on file in the City of Hattiesburg Engineering Department. Equipment list will not include leased or rented equipment.

Bidder will be allowed an allowance of one and one half percent of the total cost of a project if a performance and payment is requested by the City Engineer or his representative on a particular project. Bidder will carry sufficient insurance as outlined in specifications on file and will attach a certificate of insurance to his bid proposal.

Much of the work involved under this proposal could be of an emergency nature and it will be necessary that the successful bidder be able to respond and commence work within a two (2) hour time frame after work order has been issued.

Bidder will be properly licensed within the State of Mississippi for water construction work and will place license number and certificate of responsibility number on bid and in the lower left hand corner of the envelope as required by law.

Work performed under the terms of this contract which provides new installation or repair of water lines shall not exceed one hundred and fifty thousand dollars (\$150,000.00) per project as provided by state law. The City of Hattiesburg reserves the right to bid any and all projects, as determined by the City Engineer, on an individual basis and have said work performed by the successful bidder, or have work performed under this contract, whichever is in the City's best interest.

Pursuant to Section 31-5-51 of the Mississippi Code (Amended) which requires certain vendors have liability insurance, the successful bidder shall furnish to the City of Hattiesburg, before entering into any such contract, proof of general liability insurance coverage in the amount not less than one million dollars (\$1,000,000.00) for bodily injury and property damage.

The City reserves the right to award multiple categories or line items to the lowest and best bidder. All bidders must list the manufacturer and model or part number for each product offered.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning with official award of the bid and ending September 30, 2022 items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

The City of Hattiesburg shall not be responsible for any bid sent via U.S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

SEALED BIDS must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

BID

**ITEM #20 FURNISH LABOR, EQUIPMENT AND MATERIAL FOR REPAIR, REPLACEMENT OR INSTALLATION OF DUCTILE IRON OR PVC WATER LINES AND FITTINGS FOR THE HATTIESBURG WATER DEPARTMENT
SUBMITTED BY 10:00 A.M. THURSDAY, February 20, 2020**

ELECTRONIC BIDS:

Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 21st day of January, 2020.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

CITY CLERK

SPECIFICATIONS APPROVED BY:

WATER DEPARTMENT

**ITEM #20 - FURNISH LABOR, EQUIPMENT AND MATERIAL FOR REPAIR, REPLACEMENT OR
INSTALLATION OF DUCTILE IRON OR PVC WATER LINES AND FITTINGS FOR
THE HATTIESBURG WATER DEPARTMENT**

ITEMS	UNIT BID PRICE
4" BENDS, INCLUDING BLOCKING, PER EACH	
6" BENDS, INCLUDING BLOCKING, PER EACH	
8" BENDS, INCLUDING BLOCKING, PER EACH	
10" BENDS, INCLUDING BLOCKING, PER EACH	
12" BENDS, INCLUDING BLOCKING, PER EACH	
14" BENDS, INCLUDING BLOCKING, PER EACH	
16" BENDS, INCLUDING BLOCKING, PER EACH	
18" BENDS, INCLUDING BLOCKING, PER EACH	
20" BENDS, INCLUDING BLOCKING, PER EACH	
TOTAL	

4" TEES, INCLUDING BLOCKING, PER EACH	
6" TEES, INCLUDING BLOCKING, PER EACH	
8" TEES, INCLUDING BLOCKING, PER EACH	
10" TEES, INCLUDING BLOCKING, PER EACH	
12" TEES, INCLUDING BLOCKING, PER EACH	
14" TEES, INCLUDING BLOCKING, PER EACH	
16" TEES, INCLUDING BLOCKING, PER EACH	
18" TEES, INCLUDING BLOCKING, PER EACH	
20" TEES, INCLUDING BLOCKING, PER EACH	
TOTAL	

4" VALVES, PER EACH	
6" VALVES, PER EACH	
8" VALVES, PER EACH	
10" VALVES, PER EACH	
12" VALVES, PER EACH	
14" VALVES, PER EACH	
16" VALVES, PER EACH	
18" VALVES, PER EACH	
20" VALVES, PER EACH	

TOTAL	
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6" SOLID SLEEVES, PER EACH	
8" SOLID SLEEVES, PER EACH	
10" SOLID SLEEVES, PER EACH	
12" SOLID SLEEVES, PER EACH	
16" SOLID SLEEVES, PER EACH	
TOTAL	

FIRE HYDRANTS, INCLUDING BLOCKING PER EACH	
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VALVE BOXES, PER EACH	
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ITEMS	UNIT BID
4" DUCTILE IRON P.C. 350, PER LF	
6" DUCTILE IRON P.C. 350, PER LF	
8" DUCTILE IRON P.C. 350, PER LF	
10" DUCTILE IRON P.C. 350, PER LF	
12" DUCTILE IRON P.C. 350, PER LF	
TOTAL	

14" DUCTILE IRON P.C. 250, PER LF	
16" DUCTILE IRON P.C. 250, PER LF	
18" DUCTILE IRON P.C. 250, PER LF	
20" DUCTILE IRON P.C. 250, PER LF	
TOTAL	

4" PVC C900 P.C. 200, PER LF	
6" PVC C900 P.C. 200, PER LF	
8" PVC C900 P.C. 200, PER LF	
10" PVC C900 P.C. 200, PER LF	
12" PVC C900 P.C. 200, PER LF	
14" PVC C900 P.C. 150, PER LF	
16" PVC C900 P.C. 150, PER LF	
18" PVC C900 P.C. 150, PER LF	

20" PVC C900 P.C. 150, PER LF	
TOTAL	

**FURNISH LABOR, EQUIPMENT AND MATERIAL FOR DIRECTIONAL BORING OF
WATER MAIN USING HDPE PIPE, SDR11, PRESSURE CLASS 260 WITH FUSION JOINTS**

ITEMS	UNIT BID PRICE
2" HDPE PER LF	
4" HDPE PER LF	
6" HDPE PER LF	
8" HDPE PER LF	
10" HDPE PER LF	
12" HDPE PER LF	
14" HDPE PER LF	
16" HDPE PER LF	
1" SERVICE LINES	
TOTAL	

**FURNISH LABOR, EQUIPMENT AND MATERIAL FOR REPAIR, REPLACEMENT OR
INSTALLATIONS OF SERVICE LINE FOR THE HATTIESBURG WATER DEPARTMENT**

ITEMS	UNIT BID PRICE
1" TUBING P.C. 200, PER LF	
1" CURB STOP, PER EACH	
1" CORP COCK, PER EACH	
DOUBLE STRAP SERVICE SADDLES - 4", PER EACH	
DOUBLE STRAP SERVICE SADDLES - 6", PER EACH	
DOUBLE STRAP SERVICE SADDLES - 8", PER EACH	
DOUBLE STRAP SERVICE SADDLES - 10", PER EACH	
DOUBLE STRAP SERVICE SADDLES - 12", PER EACH	
TOTAL	

FURNISH EQUIPMENT INCLUDING MAINTENANCE, FUEL AND OPERATOR

ITEMS	UNIT BID
BACKHOE, 555 OR EQUAL, PER HOUR	
DUMP TRUCK, 12-14 C.Y., TANDEM, PER HOUR	
VACUUM TRUCK, PER HOUR	
WATER PUMP, 3" OR 4", PER HOUR	
SERVICE TRUCK WITH TWO CREW WORKERS, PER HOUR	
CRAWLER TRACK HOE, PER HOUR	

SKID STEER WITH HYDRAULIC BREAKER, PER HOUR	
MINI EXCAVATOR, PER HOUR	
TOTAL	

REPAIR OF ROADWAY, DRIVES AND PARKING AREAS

ITEMS	UNIT BID
SELECT GRANULAR FILL, PER C.Y.	
ASPHALT FOR PAVING REPAIR, PER TON	
CONCRETE REPAIR, 6" THICK, PER S. Y.	
CLAY GRAVEL, PER C. Y.	
WASHED GRAVEL, PER C. Y.	
CRUSHED CONCRETE PER TON	
REMOVE AND REPLACE CURB AND GUTTER LINEAR FOOT	
REMOVE OR REPLACE 4" THICK CONCRETE DRIVES OR WALKS SQUARE YARD	
TOPSOIL FOR YARD REPAIR CUBIC YARD	
DOZER RENTAL INCLUDING OPERATOR, FUEL, AND MAINTENANCE, JOHN DEERE 450C OR EQUAL PER HOUR	
SMALL VIBRATING SHEEP FOOT ROLLER PER HOUR	
REMOVE ASPHALT AND CONCRETE PER SQUARE YARD	
SAW CUT CONCRETE PER LINEAR FOOT	
4 INCH WATER PUMP PER DAY	
6 INCH WATER PUMP PER DAY	
SKID STEER WITH HYDRAULIC BREAKER PER HOUR	
SPECIAL FITTINGS AND SUBMERSIBLE OR TURBINE PUMPS INVOICE COST PLUS PERCENT FOR HANDLING	
8 INCH WATER PUMP PER DAY	
10 INCH WATER PUMP PER DAY	
12 INCH WATER PUMP PER DAY	
MISCELLANEOUS CONCRETE PER C.Y.	
SAW CUT ASPHALT ALL DEPTHS PER LINEAR FOOT	
TOTAL	

FURNISH LABOR, EQUIPMENT, AND MATERIAL FOR INSTALLING INSERT A VALVES

ITEMS	UNIT BID PRICE
4" VALVES, PER EACH	

6" VALVES, PER EACH	
8" VALVES, PER EACH	
10" VALVES, PER EACH	
12" VALVES, PER EACH	
TOTAL	

FURNISH SPECIAL FITTING, INVOICE COST PLUS PERCENT FOR HANDLING

ITEMS	UNIT BID PRICE
SPECIAL FITTING, INVOICE COST PLUS PERCENT FOR HANDLING, PER CENT	
TURBINE OR CENTRIFUGAL PUMP, INVOICE COST PLUS PERCENT FOR HANDLING	

FURNISH LABOR, EQUIPMENT, AND MATERIAL FOR INSTALLING TAPPING SLEEVES AND VALVES AND CUTTING HOLE

ITEMS	UNIT BID PRICE
4" X 2" SLEEVE AND VALVE, PER EACH	
4" X 4" SLEEVE AND VALVE, PER EACH	
6" X 2" SLEEVE AND VALVE, PER EACH	
6" X 4" SLEEVE AND VALVE, PER EACH	
6" X 6" SLEEVE AND VALVE, PER EACH	
8" X 2" SLEEVE AND VALVE, PER EACH	
8" X 4" SLEEVE AND VALVE, PER EACH	
8" X 6" SLEEVE AND VALVE, PER EACH	
8" X 8" SLEEVE AND VALVE, PER EACH	
10" X 2" SLEEVE AND VALVE, PER EACH	
10" X 4" SLEEVE AND VALVE, PER EACH	
10" X 6" SLEEVE AND VALVE, PER EACH	
10" X 8" SLEEVE AND VALVE, PER EACH	
10" X 10" SLEEVE AND VALVE, PER EACH	
12" X 2" SLEEVE AND VALVE, PER EACH	
12" X 4" SLEEVE AND VALVE, PER EACH	
12" X 6" SLEEVE AND VALVE, PER EACH	
12" X 8" SLEEVE AND VALVE, PER EACH	
12" X 10" SLEEVE AND VALVE, PER EACH	
12" X 12" SLEEVE AND VALVE, PER EACH	
16" X 2" SLEEVE AND VALVE, PER EACH	

16" X 4" SLEEVE AND VALVE, PER EACH	
16" X 6" SLEEVE AND VALVE, PER EACH	
16" X 8" SLEEVE AND VALVE, PER EACH	
16" X 10" SLEEVE AND VALVE, PER EACH	
16" X 12" SLEEVE AND VALVE, PER EACH	
16" X 16" SLEEVE AND VALVE, PER EACH	
20" X 4" SLEEVE AND VALVE, PER EACH	
20" X 6" SLEEVE AND VALVE, PER EACH	
20" X 8" SLEEVE AND VALVE, PER EACH	
20" X 10" SLEEVE AND VALVE, PER EACH	
20" X 12" SLEEVE AND VALVE, PER EACH	
20" X 16" SLEEVE AND VALVE, PER EACH	
TOTAL	

GRAND TOTAL BID PRICE	
-----------------------	--

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

CERTIFICATE OF RESPONSIBILITY NO.

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

NOTICE TO BIDDERS

ITEM #20:

FURNISH LABOR, EQUIPMENT AND MATERIAL FOR REPAIR, REPLACEMENT OR INSTALLATION OF DUCTILE IRON OR PVC WATER LINES AND FITTINGS FOR THE HATTIESBURG WATER DEPARTMENT

Notice is hereby given that the Mayor and Council of the City of Hattiesburg will receive bids in the following manner:

Proposals will be accepted until 10:00 a.m. on Thursday, February 13th, 2020, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401. A bid form is provided in the specifications. The bid form should be filled out and uploaded by the date and time stated above.

Specifications and procedures can be obtained upon request at the Office of the City Clerk or can be downloaded from Central Bidding at www.centralbidding.com. All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary, and agrees to notify all having requested bid packets.

Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

Qualified bidders will be invited to participate in a reverse auction, which will take place on Thursday, February 20th, 2020, at 10:30 a.m.

Questions regarding specifications should be directed to Alan Howe at 601-545-4530. Questions regarding the bidding process should be directed to Central Bidding at 225-810-8414.

The City reserves the right to extend the auction time or date if necessary to complete the pre-qualification process.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable state law; but the City reserves the right to reject all bids and to waive formalities.

Published by Order of the Council on this, the 21st day of January, 2020.

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Alan Howe, Director of the Water Department

cc:

Date: Tuesday, January 21, 2020

Re: Approve specifications and authorize publication of advertisement for term bid item #26 -Sanitary Sewer Line and Storm Repair or Replacement
File Number: 2020-463
Minute Book #

Summary

Approve specifications and authorize publication of advertisement for term bid item #26 -Sanitary Sewer Line and Storm Repair or Replacement

Recommendation Statement

I recommend the council approve specifications and authorize publication of advertisement for term bid item #26 -Sanitary Sewer Line and Storm Repair or Replacement

Please place this on the January 21, 2020 City Council meeting for consideration.

**SPECIFICATIONS FOR ITEM #26:
SANITARY SEWER LINE AND STORM SEWER REPAIR OR REPLACEMENT AND NEW
INSTALLATION AS PROVIDED HEREIN FOR THE PUBLIC SERVICES DEPARTMENT**

Bidder shall bid on furnishing all labor, equipment, materials, insurance performance and payment bond where requested, and other necessary appurtenances and other conditions as shown in specifications on file in the City of Hattiesburg Engineering Department and shall be familiar with the subsurface condition within the City of Hattiesburg surrounding the construction of any proposed project.

Bidder shall have available or in his possession equipment of sufficient size and quantity to properly perform said project. Bidder will prepare a list of all equipment he owns available to perform the work as shown in specifications on file in the City of Hattiesburg Engineering Department and submit with bid.

Bidder will be allowed an allowance of one and one-half percent of the total cost of a project if a performance and payment is requested by the City Engineer or his representative on a particular project. Bidder will carry sufficient insurance as outlined in specifications on file and will attach a certificate of insurance to his bid proposal.

Much of the work involved under this proposal could be of an emergency nature and it will be necessary that the successful bidder be able to respond and commence work within a 24 or 72-hour time frame after work order has been issued.

Bidder will be properly licensed within the State of Mississippi for sewer construction work and will place license number and certificate of responsibility number on bid and in the lower left-hand corner of the envelope as required by law.

Work performed under the terms of this contract which provides new installation of sanitary and storm sewer shall not exceed one hundred and fifty thousand dollars (\$150,000.00) per project as provided by state law. The City of Hattiesburg reserves the right to bid any and all projects, as determined by the City Engineer, on an individual basis and have said work performed by the successful bidder, or have work performed under this contract, whichever is in the City's best interest.

Pursuant to Section 31-5-51 of the Mississippi Code (Amended) which requires certain vendors have liability insurance, the successful bidder shall furnish to the City of Hattiesburg, before entering into any such contract, proof of general liability insurance coverage in the amount not less than one million dollars (\$1,000,000.00) for bodily injury and property damage.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning with official award of the bid, and ending September 30, 2022, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, as indicated on Purchase Order, freight prepaid.

The City of Hattiesburg shall not be responsible for any bid sent via U.S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

SEALED BIDS must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

BID

**ITEM #26 SANITARY SEWER LINE AND STORM SEWER REPAIR OR
REPLACEMENT AND NEW INSTALLATION AS PROVIDED HEREIN
FOR CITY OF HATTIESBURG**

SUBMITTED BY 10:00 A.M. THURSDAY, February 27, 2020

CERTIFICATE OF RESPONSIBILITY NO. _____

ELECTRONIC BIDS:

Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 21st day of January, 2020.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY

CLERK

SPECIFICATIONS APPROVED BY:

PUBLIC SERVICES DEPARTMENT

ITEM #26 - SANITARY SEWER LINE AND STORM SEWER REPAIR OR REPLACEMENT AND NEW
INSTALLATION AS PROVIDE HEREIN FOR THE PUBLIC SERVICES DEPARTMENT

SECTION I

PVC SOLID WALL PIPE SDR 26, RUBBER GASKET JOINTS, ASTM D 3034

PRICE PER LINEAR FEET										
ITEM	DESCRIPTION	DEPTH IN FEET								
		0/6	6/8	8/10	10/12	12/1	14/1	16/1	18/20	20/2
1	8" SEWER									
2	10" SEWER									
3	12" SEWER									
4	15" SEWER									
5	18" SEWER									
TOTAL										
GRAND TOTAL FOR SECTION										

SECTION II

CONCRETE PIPE FOR SANITARY SEWER, CLASS III, "0" RING TYPE JOINT, "0" RING TO MEET
ASTM DESIGNATION C 443. SEWER PIPE TO BE COATED INSIDE WITH TWO COMPONENT COAL TAR
EPOXY APPROVED BY CITY ENGINEER.

PRICE PER LINEAR FEET										
ITEM	DESCRIPTION	DEPTH IN FEET								
		0/6	6/8	8/10	10/12	12/1	14/1	16/1	18/20	20/2
6	18" SEWER									
7	21" SEWER									
8	24" SEWER									
9	30" SEWER									
10	36" SEWER									
TOTAL										
GRAND TOTAL FOR SECTION										

SECTION III

DUCTILE IRON SEWER PIPE WITH PUSH-ON JOINT IN ACCORDANCE WITH ANSI 21.11 (AWWA C 111).
PIPE TO BE BITUMINOUS COATED ON OUTSIDE AND PROPERLY LINE ON INSIDE WITH
CONCRETE,
BITUMINOUS OF POLYETHYLENE AS ACCEPTABLE BY CITY ENGINEER. PIPE TO BE CLASS 50.

PRICE PER LINEAR FEET										
ITEM	DESCRIPTION	DEPTH IN FEET								
		0/6	6/8	8/10	10/1	12/1	14/1	16/1	18/20	20/2
11	18" SEWER PIPE									
12	21" (20) SEWER									
13	24" SEWER PIPE									
14	27" SEWER PIPE									
15	30" SEWER PIPE									
16	36" SEWER PIPE									
TOTAL										
GRAND TOTAL FOR SECTION										

SECTION IV

DUCTILE IRON SEWER PIPE WITH PUSH-ON JOINT IN ACCORDANCE WITH ANSI 21.11 (AWWA C 111).
PIPE TO BE BITUMINOUS COATED ON OUTSIDE AND PROPERLY LINE ON INSIDE WITH CONCRETE,
BITUMINOUS OF POLYETHYLENE AS ACCEPTABLE BY CITY ENGINEER. PIPE TO BE CLASS 51.

PRICE PER LINEAR FEET										
ITEM NO	DESCRIPTION	DEPTH IN FEET								
		0/6	6/8	8/10	10/1	12/14	14/1	16/1	18/20	20/2
17	18" SEWER PIPE									
18	21" (20) SEWER									
19	24" SEWER PIPE									
20	27" SEWER PIPE									
21	30" SEWER PIPE									
22	36" SEWER PIPE									
TOTAL										
GRAND TOTAL FOR SECTION										

SECTION V

PRECAST REINFORCED CONCRETE MANHOLES, INCLUDING CONE SECTIONS, RISER, PRECAST BOTTOM,
COATED CORROSION RESISTANT STEPS, MANHOLE FRAME & COVER AS MANUFACTURED BY DEWS
FOUNDRY, MODEL DF-25 J.S. 400 POUNDS, MARKED "SEWER", OR EQUAL. MANHOLES TO BE COATED
INSIDE WITH TWO COMPONENT COAL TAX EPOXY. PRICE TO INCLUDE COMPLETE MANHOLE FOR DEPTH
SHOWN.

PRICE PER LINEAR FEET										
ITEM	DESCRIPTION	DEPTH IN FEET								
		0/6	6/8	8/10	10/1	12/14	14/1	16/1	18/20	20/2
23	48" DIAMETER									
24	60" DIAMETER									
25	72" DIAMETER									
TOTAL										
GRAND TOTAL FOR SECTION										

SECTION VI

WYES OR TEES

WYES SHALL BE OF STANDARD MANUFACTURED AND SHALL BE THE SAME TYPE AND STRENGTH
CLASSIFICATION OF PIPE WITH WHICH THEY ARE TO BE USED. SHALL INCLUDE 1/8 BEND.

PRICE QUOTED EACH					
ITEM	SIZE	MATERIAL			
		PVC	CONCRETE	DUCTILE CL50	DUCTILE CL51
26	8 X 6		N/A	N/A	N/.A
27	10 X 6		N/A	N/A	N/A
28	12 X 6		N/A	N/A	N/A
29	15 X 6		N/A	N/A	N/A
30	18 X 6				
31	21 X 6	N/A			
32	24 X 6	N/A			

33	27 X 6	N/A			
34	30 X 6	N/A			
35	36 X 6	N/A			
TOTAL					

SECTION VII

FLEXIBLE MANHOLE CONNECTION

FLEXIBLE MANHOLE CONNECTION SHALL BE KOR-N-SEAL AS MANUFACTURED BY NPC SYSTEMS, INC., PRESS-SEAL PSX AS MANUFACTURED BY PROFESSIONAL GASKET CORPORATION, OR APPROVED EQUAL AND SHALL MEET ASTM DESIGNATION C-923.

PRICE QUOTED EACH		
ITEM NO	DESCRIPTION	UNIT PRICE
36	8" FLEXIBLE CONNECTION	
37	10" FLEXIBLE CONNECTION	
38	12" FLEXIBLE CONNECTION	
39	15" FLEXIBLE CONNECTION	
40	18" FLEXIBLE CONNECTION	
41	21" FLEXIBLE CONNECTION	
42	24" FLEXIBLE CONNECTION	
43	27" FLEXIBLE CONNECTION	
44	30" FLEXIBLE CONNECTION	
45	36" FLEXIBLE CONNECTION	
TOTAL		

SECTION VIII

COMMON ITEMS

ITEM	DESCRIPTION	UNIT	PRICE
46	6" SEWER SERVICE INCLUDING BENDS	LF	
47	INSTALL CLEAN-OUT, COMPLETE AND CONNECT EXISTING CUSTOMER SERVICE	EACH	
48	CONNECT NEW LINE INTO EXISTING MANHOLE	EACH	
49	RECONSTRUCT INVERT IN EXISTING MANHOLE	EACH	
50	DROP CONNECTION TO MANHOLE	PER FT OF	
51	WELL POINTING IF NEEDED AND DIRECTED BY CITY ENGINEER	LF	
52	WASH GRAVEL FOR PIPE BEDDING	CUBIC YARD	
53	SELECT BACKFILL, NON-PLASTIC MATERIAL	CUBIC YARD	
54	SELECT BACKFILL FURNISHED BY CITY AT JAMES ST. AND HAULED BY CONTRACTOR TO JOB SITE	CUBIC YARD	
55	CLAY GRAVEL FOR ROAD REPAIR	CUBIC YARD	
56	CLAY GRAVEL FURNISHED BY CITY AT JAMES ST. AND HAULED BY CONTRACTOR TO JOB SITE	CUBIC YARD	
57	REMOVE AND REPLACE CURB AND GUTTER	LF	
58	REMOVE AND REPLACE 4" THICK CONCRETE DRIVES OR WALKS	SY	
59	REMOVE AND REPLACE 6" THICK CONCRETE DRIVES OR WALKS	SY	

60	HOT MIX ASPHALT FOR ROAD REPAIRS	TON	
61	MILLED ASPHALT FOR TEMPORARY ROAD REPAIRS	TON	
62	TOPSOIL FOR YARD REPAIR	CUBIC YARD	
63	BY PASS PUMPING	LF	
64	CLEARING & GRUBBING	PER ACRE	
65	DOZER RENTAL INCLUDING OPERATOR, FUEL, AND MAINTENANCE, CAT D-5 OR EQUAL	PER HOUR	
66	DOZER RENTAL INCLUDING OPERATOR, FUEL, AND MAINTENANCE, JOHN DEERE 450C OR EQUAL	PER HOUR	
67	VACUUM TRUCK RENTAL WITH OPERATOR PER 8 HOUR DAY	PER HOUR	
68	ASPHALT OVERLAY OF STREET WHERE SEWER LINE REPLACED	PRICE PER TON	
69	CRAWLER TRACK HOE RENTAL INCLUDING OPERATOR, FUEL AND MAINTENANCE	PER HOUR	
70	VIBRATING SHEEP FOOT ROLLER	PER HOUR	
70A	SMALL VIBRATING SHEEP FOOT ROLLER	PER HOUR	
71	12-14 C.Y. TANDEM DUMP TRUCK	PER HOUR	
72	RUBBER TIRED BACKHOE 555E OR EQUAL	PER HOUR	
73	TRUCK WITH DUMP TRAILER 22 TO 24 C.Y.	PER HOUR	
74	REMOVE ASPHALT & CONCRETE	PER SQUARE YD	
75	SAW CUT CONCRETE	PER LF	
76	CRUSHED CONCRETE	PER TON	
76A	3 INCH WATER PUMP	PER DAY	
76B	4 INCH WATER PUMP	PER DAY	
76C	6 INCH WATER PUMP	PER DAY	
76D	SERVICE TRUCK WITH TWO MEN	PER HOUR	
76E	MINI TRACK EXCAVATOR	PER HOUR	
76F	RIP RAP 100# PLUS	PER TON	
76G	STEEL BENTS WITH 2 8" X 8" BEAMS, 20' LONG	EACH	
76H	ADDITIONAL COST FOR STEEL BENT OVER 20'	LF	
76I	SKID STEER WITH HYDRAULIC BREAKER	PER HOUR	
76J	JET TRUCK FOR LINE CLEANING	PER HOUR	
76K	RUBBER TRACK OFF RAD DUMP, MINIMUM 5 CYLINDER	PER HOUR	
76L	GRINDER STATION WITH DUAL PUMPS, 60" WET WELL, MAXIMUM 12 FEET DEPTH, MAXIMUM 3 HP PUMPS	EACH	
76M	SPECIAL FITTINGS AND SUBMERSIBLE PUMPS, INVOICE COST PLUS PERCENT FOR HANDLING	PERCENT	
76N	8 INCH WATER PUMP	PER DAY	
76O	10 INCH WATER PUMP	PER DAY	
76P	12 INCH WATER PUMP	PER DAY	
76Q	MISCELLANEOUS CONCRETE	PER CUBIC YARD	

76R	DRY PIT AND WET PIT SUBMERSIBLE OR CENTRIFUGAL PUMPS, INVOICE COST PLUS PERCENT FOR HANDLING	PER CENT	
76S	SAW CUT ASPHALT ALL DEPTHS	PER LF	
TOTAL			

SECTION IX

INSTALLATION OF STORM DRAIN OF VARIOUS SIZES AND NECESSARY APPURTENANCES. CONTRACTOR TO FURNISH ALL LABOR AND EQUIPMENT AND CITY OF HATTIESBURG TO PROVIDE ALL MATERIAL INCLUDING PIPE JOINT MATERIALS, INLETS, GRATES, BRICK, BLOCK, CEMENT, SAND AND OTHER ITEMS OF MATERIAL AS NEEDED.

ITEM	DESCRIPTION	DEPTH IN FEET				
		0/4	4/6	6/8	8/10	10/12
77	12" OR ARCH EQUIVALENT					
78	15" OR ARCH EQUIVALENT					
79	18" OR ARCH EQUIVALENT					
80	21" OR ARCH EQUIVALENT					
81	24" OR ARCH EQUIVALENT					
82	27" OR ARCH EQUIVALENT					
83	30" OR ARCH EQUIVALENT					
84	36" OR ARCH EQUIVALENT					
85	42" OR ARCH EQUIVALENT					
86	48" OR ARCH EQUIVALENT					
87	54" OR ARCH EQUIVALENT					
88	60" OR ARCH EQUIVALENT					
89	72" OR ARCH EQUIVALENT					
TOTAL						
GRAND TOTAL FOR SECTION						

90	INLET OR JUNCTION BOX PER FOOT OF DEPTH	UNIT	PRICE
a	12", 15" & 18" PIPE SIZES	PER FOOT OF	
b	21", 24" & 27" PIPE SIZES	PER FOOT OF	
c	30" & 36" PIPE SIZES	PER FOOT OF	
d	42" & 48" PIPE SIZES	PER FOOT OF	
e	54" & 60" PIPE SIZES	PER FOOT OF	
f	72" PIPE SIZE	PER FOOT OF	
TOTAL			

91	LABOR ONLY FOR POURING CONCRETE BOTTOM	UNIT	PRICE
a	12" THRU 24" PIPE	LUMP SUM	
b	27" THRU 42" PIPE	LUMP SUM	
c	48" THRU 72" PIPE	LUMP SUM	
TOTAL			

92	FURNISHING LABOR, EQUIPMENT AND MATERIAL	UNIT	PRICE
a	2" STEEL CASING	PER LINEAR FOOT	
b	4" STEEL CASING	PER LINEAR FOOT	
c	6" STEEL CASING	PER LINEAR FOOT	
d	8" STEEL CASING	PER LINEAR FOOT	
e	10" STEEL CASING	PER LINEAR FOOT	
f	12" STEEL CASING	PER LINEAR FOOT	
g	14" STEEL CASING	PER LINEAR FOOT	
h	16" STEEL CASING	PER LINEAR FOOT	
i	18" STEEL CASING	PER LINEAR FOOT	
j	20" STEEL CASING	PER LINEAR FOOT	
k	24" STEEL CASING	PER LINEAR FOOT	
l	30" STEEL CASING	PER LINEAR FOOT	
m	36" STEEL CASING	PER LINEAR FOOT	
TOTAL			

SECTION X

MOBILIZATION CHARGE

ITEM	PROJECT SIZE	UNIT	PRICE
93	LESS THAN \$10,000	LUMP SUM	
94	\$10,001 TO \$20,000	LUMP SUM	
95	\$20,001 TO \$30,000	LUMP SUM	
96	\$30,001 AND ABOVE	LUMP SUM	
TOTAL			
THE CITY MAY ADD ADDITIONAL WORK IF THE CONTRACTOR HAS NOT COMPLETED AN EXISTING WORK ORDER BY ISSUING ADDITIONAL PURCHASE ORDERS.			

SECTION XI

INSTALLATION ON PRECAST BOX CULVERTS FURNISHED BY THE CITY

ITEM NO	DESCRIPTION	PRICE PER FOOT
97	4 X 2	
98	4 X 4	
99	6 X 4	
100	8 X 4	
101	10 X 4	
102	6 X 5	
103	8 X 5	
104	10 X 5	
105	6 X 6	
106	8 X 6	
107	10 X 6	
108	8 X 8	
109	10 X 8	
	TOTAL	

SECTION XII

INSTALLING SEWER LINE BY DIRECTIONAL BORING

ITEM NO	DESCRIPTION	PRICE PER FOOT
110	6" HPDE PIPE SDR 11	
111	8" HPDE PIPE SDR 11	
112	10" HPDE PIPE SDR 11	
113	12" HPDE PIPE SDR 11	
114	15" HPDE PIPE SDR 11	
	TOTAL	

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

CERTIFICATE OF RESPONSIBILITY NO.

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

NOTICE TO BIDDERS

ITEM #26: SANITARY SEWER LINE AND STORM REPAIR OR REPLACEMENT

Notice is hereby given that the Mayor and Council of the City of Hattiesburg will receive bids in the following manner:

Proposals will be accepted until 10:00 a.m. on Thursday, February 20th, 2020, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401. A bid form is provided in the specifications. The bid form should be filled out and uploaded by the date and time stated above.

Specifications and procedures can be obtained upon request at the Office of the City Clerk or can be downloaded from Central Bidding at www.centralbidding.com. All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary, and agrees to notify all having requested bid packets.

Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

Qualified bidders will be invited to participate in a reverse auction, which will take place on Thursday, February 27th, 2020, at 10:00 a.m.

Questions regarding specifications should be directed to Alan Howe at 601-545-4530. Questions regarding the bidding process should be directed to Central Bidding at 225-810-8414.

The City reserves the right to extend the auction time or date if necessary to complete the pre-qualification process.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable state law; but the City reserves the right to reject all bids and to waive formalities.

Published by Order of the Council on this, the 21st day of January, 2020.

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, January 21, 2020

Re: Approve Specifications and Authorize Publication of Advertisement for Term Bids for Lot Clearing and related services.
File Number: 2020-25
Minute Book #

Summary

Approve Specifications and Authorize Publication of Advertisement for Term Bids for Lot Clearing and related services.

Recommendation Statement

I recommend approval of specifications and authorization to advertise for term bids for lot clearing and related services.

Please place this on the January 21, 2020 City Council meeting for consideration.

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi, will receive sealed bids until February 13, 2020 at 10:00 a.m., in the City Clerks Office, in the City Hall of said City, for furnishing the City's requirements for the following supplies, to-wit:

ITEM: LOT CLEARING FOR THE CITY OF HATTIESBURG

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi, 39403, (601) 545-4552, which may be obtained upon request.

SEALED BIDS:

Sealed bids must be received in a sealed envelope which is marked in the lower left-hand corner with the word BID and the LOT CLEARING on which bid is being made and the DATE OF BID OPENING.

The lowest and best bid received will be accepted, subject to the provisions of Section 31 -7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 21st of January.

CITY OF HATTIESBURG, MISSISSIPPI

Kermas Eaton/s/
CITY CLERK

(S E A L)

Publish Date: January 23, 2020 & January 30, 2020

SPECIFICATIONS FOR ITEM:

LOT CLEARING FOR THE CITY OF HATTIESBURG

Bidder shall bid on furnishing labor and equipment to clean properties of garbage & rubbish, and open storage, secure by boarding up or other minimal repair, and clear overgrown vegetation, which may include but not be limited to grass, weeds, vines, trees, limbs, and stumps. Properties/parcels on which such work will occur include those where the City of Hattiesburg has declared said property(ies) to be in such a state of uncleanness or disrepair so as to be a menace to the public health, safety and welfare of the community. Properties are typically overgrown with grasses and weeds and are often, but not always, empty lots. Occasionally, work may involve securing properties by boarding up or other minimal repair. Work from one property to another will vary and shall be in conformance with the task order specific to each property.

Bidder will be properly licensed within the State of Mississippi.

Work performed under the terms of this contract shall not exceed one hundred and fifty thousand dollars (\$150,000.00) per project as provided by state law. The City of Hattiesburg reserves the right to bid any and all projects, in part or in whole, as determined by the City, on an individual basis and have said work performed by the successful bidder, or have work performed under this contract, whichever is in the City's best interest.

Contractor shall have two (2) working days to respond to the City with a task timeline after receipt of task request (Purchase Order). Unless the task request specifically lists a longer acceptable timeline, all tasks should be completed within ten (10) calendar days of having received the task request. If contractor fails to respond, doesn't meet response timeline or task timeline is insufficient as determined by the City, the City reserves the right to award the work to the alternate.

Pursuant to Section 31-5-51 of the Mississippi Code (Amended) which requires certain vendors have liability insurance, the successful bidder shall furnish to the City of Hattiesburg, before entering into any such contract, proof of general liability insurance coverage in the amount not less than one million dollars (\$1,000,000.00) for bodily injury and property damage.

PRICES shall be **FIRM** for a period beginning on February 13, 2020, and ending December 31, 2020, items to be purchased as required.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and receipt of invoice(s).

The City of Hattiesburg shall not be responsible for any bid sent via U.S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of sealed bids.

SEALED BIDS must be received by 10:00 a.m., February 13, 2020, in the City Clerk's office at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, in a sealed envelope which is clearly marked in the lower left-hand corner EXACTLY as follows:

BID
ITEM: LOT CLEARING
FOR CITY OF HATTIESBURG
CERTIFICATE OF RESPONSIBILITY NO. _____

BID DETAILS:

Official bid documents are available at the City Clerk's office at City Hall, 200 Forrest Street, Hattiesburg, MS 39401. Questions may be directed to the City Clerk's office at 601-545-4552.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 21st day of January, 2020.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

BID FORM
LOT CLEARING
February 13, 2020

Bidders are to indicate the price per hour charged, except where other units are specified, for operating each type of equipment below. Labor cost for the operation of the equipment shall be included in the hourly rate for each. Below each item, complete the description for the year, make, model, and other details where requested. If bidder does not have a particular type of equipment, enter "N/A" in the price per hour field. Additional fields are provided to indicate if the bidder utilizes multiple units.

a. Mini Excavator/Skid Steer

\$ _____
a. Year _____ Make _____ Model _____
b. Year _____ Make _____ Model _____

b. Brush cutter/brush hogs (attached to driving equipment)

\$ _____
a. Year _____ Make _____ Model _____
b. Year _____ Make _____ Model _____

c. Riding mowers

\$ _____

1. Make _____ Model _____
2. Make _____ Model _____
3. Make _____ Model _____

d. Weedeaters/Trimmers/Edgers/Blower

\$ _____

1. Make _____ Model _____
2. Make _____ Model _____
3. Make _____ Model _____

e. Push or walk-behind mowers

\$ _____

1. Make _____ Model _____
2. Make _____ Model _____
3. Make _____ Model _____

Manpower for simple labor (picking up trash & litter,
loading by hand, simple hand tools, minor repair, closing
and securing of windows & doors.)

\$ _____

*Materials for repairs will either be purchased directly
by the city or will be reimbursed to the contractor;
materials will be addressed, when necessary, in specific
task orders.

Hauling trucks with trailers or dump trucks**

\$ _____ per cu. yd.

**Price should NOT include tipping fees. Majority of project sites for hauling are east of Hwy 49. Loads are hauled to 98 Waste. Tipping fees will be billed directly to the city.

Description: _____ Capacity: _____ cu. yds.

a. Description: _____ Capacity: _____ cu. yds.

Description: _____ Capacity: _____ cu. yds.

1. Other Equipment Not Specified

Description: _____ \$ _____ per _____

Year _____ Make _____ Model _____

Description: _____ \$ _____ per _____

Year _____ Make _____ Model _____

Description: _____ \$ _____ per _____

Year _____ Make _____ Model _____

Description: _____ \$ _____ per _____

Year _____ Make _____ Model _____

I understand that these prices shall remain firm for the term specified in the notice and that estimates may be required prior to being granted notice to proceed on any task order. I understand that hourly rates payable include only time during which a piece of equipment is actually operating on a task and not en route and not standing by on a site. I also understand that movers for work are required to clearly identify the task/purchase order and property address with which charges are affiliated. I further attest that the declared equipment along with operators to operate said equipment will remain available in order to execute task orders in a timely manner, and that if/when unable to execute in a timely manner, that an alternate bidder may be utilized.

Signature

Date



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, January 21, 2020

Re: Approve Plans and Specifications and Authorize Advertisement for Bids for a Smoke Evacuation for the Public Safety Complex.
File Number: 2020-466
Minute Book #

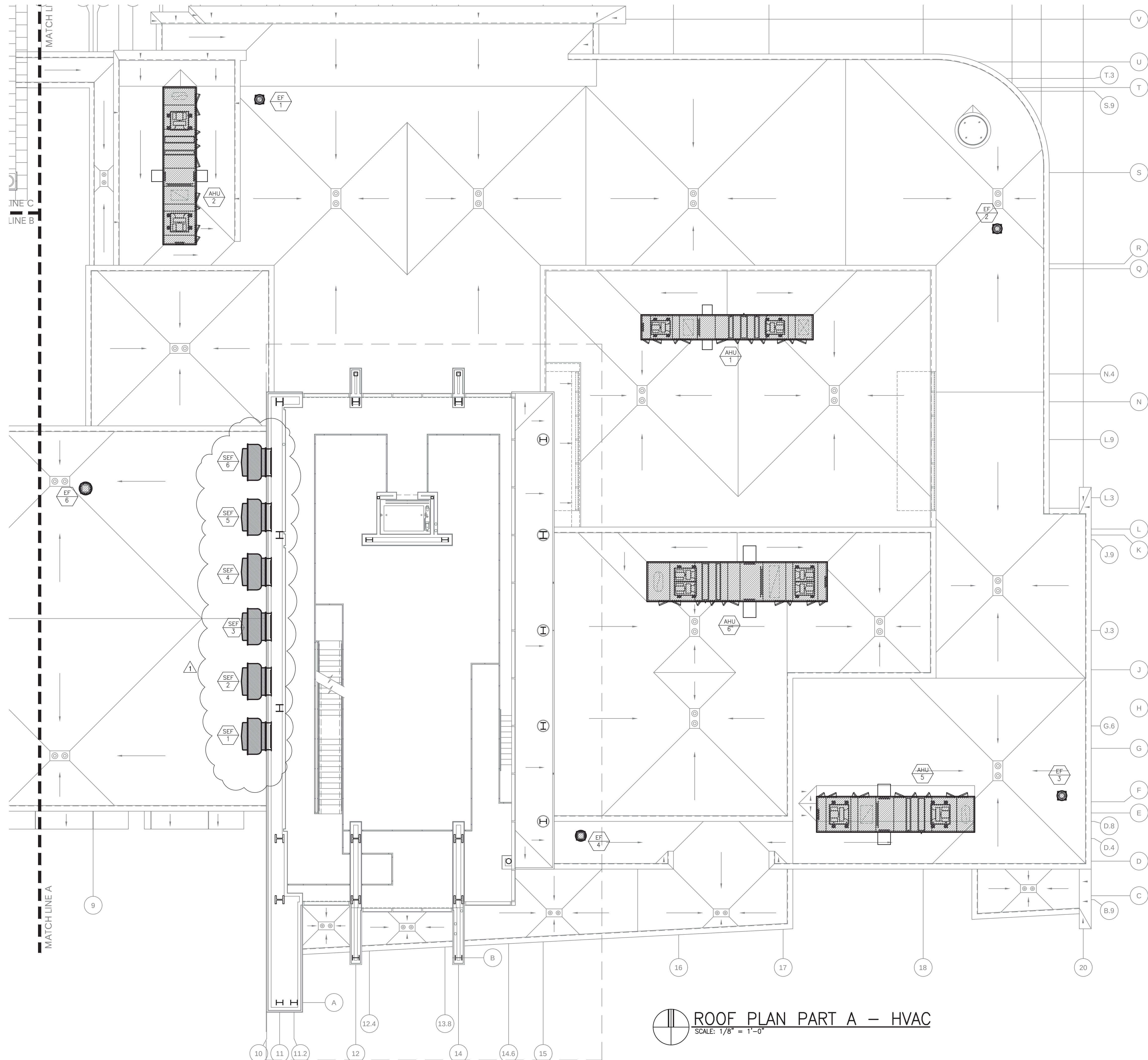
Summary

Approve Plans and Specifications and Authorize Advertisement for Bids for a Smoke Evacuation for the Public Safety Complex.

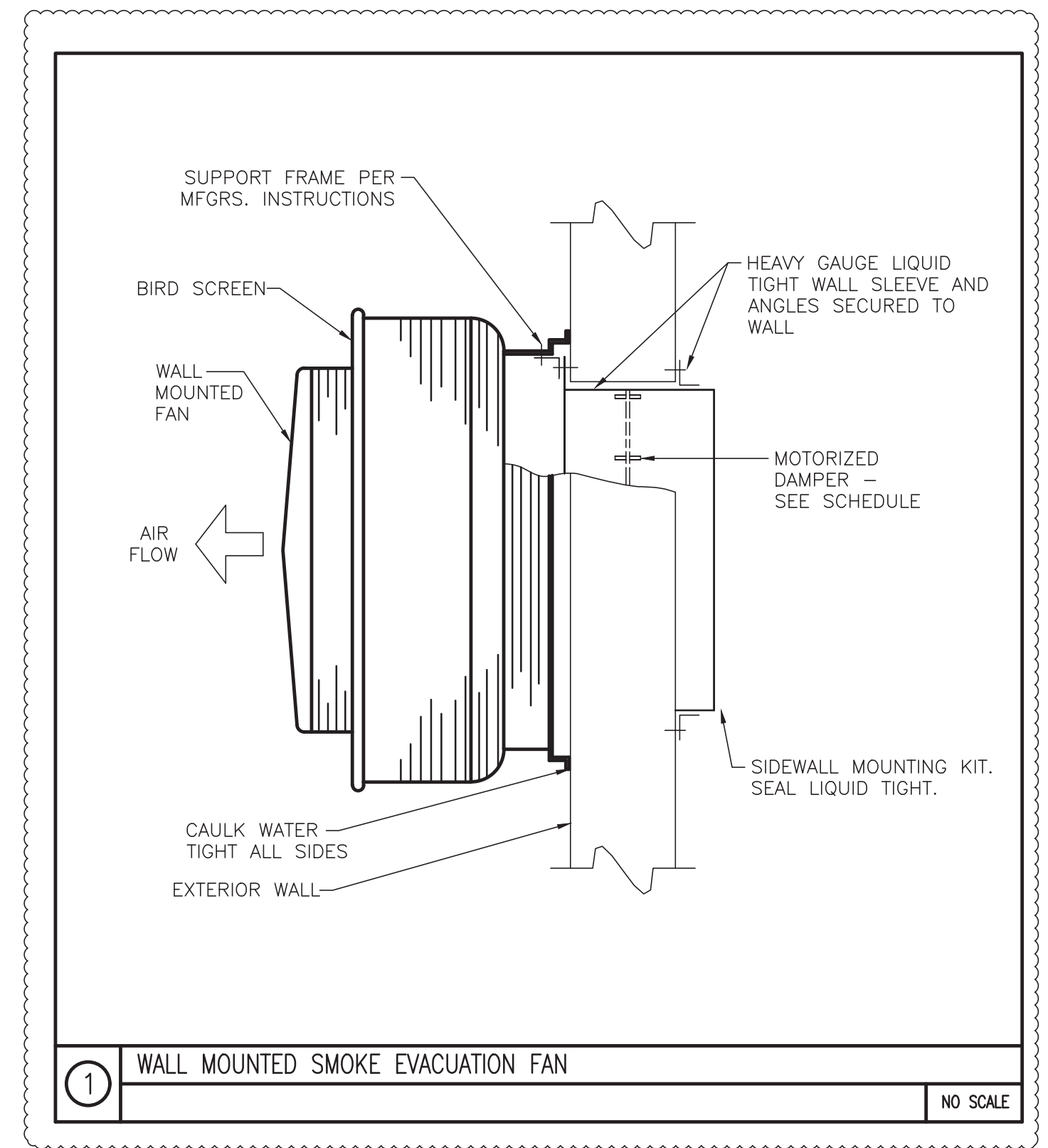
Recommendation Statement

I recommend approval of specifications and authorization to publish advertisement for bids for a smoke evacuation for the Public Safety Complex.

Please place this on the January 21, 2020 City Council meeting for consideration.



ROOF PLAN PART A - HVAC
SCALE: 1/8" = 1'-0"

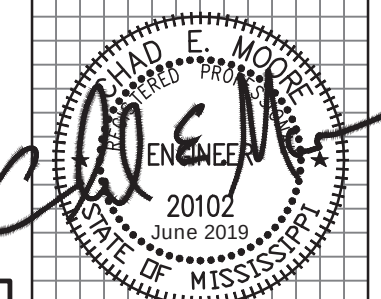


HATTIESBURG PUBLIC SAFETY COMPLEX
HATTIESBURG POLICE DEPARTMENT ■ HATTIESBURG FIRE DEPARTMENT
HATTIESBURG MUNICIPAL COURT ■

HPSC Police and Court Building

Date	Rev	Description
08-31-2015	100	Check Set
10-20-2015	75%	Progress Set
11-02-2015	90%	Pricing Set
12-30-2016	100%	Bid Docs
June 2019	Con. Cost Red. Set	
Oct 2019	SMOKE EVAC	

Drawn By: DB,CM
Checked By: CM,TP
Client No: -----
Albert & Associates: 12575



CONSTRUCTION
COST REDUCTION
SET JUNE 2019



M1.4a

ERG# 15-28.2

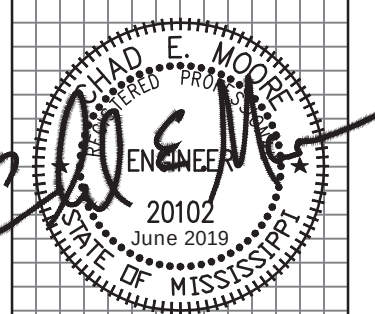


HATTIESBURG PUBLIC SAFETY COMPLEX
HATTIESBURG POLICE DEPARTMENT ■ HATTIESBURG FIRE DEPARTMENT
HATTIESBURG MUNICIPAL COURT ■

HPSC Police and Court Building

Drawing Issued:		
Date	Rev	Description
08-31-2015	1	100% Check Set
10-20-2015	2	75% Progress Set
11-02-2015	3	90% Pricing Set
12-30-2016	4	100% Bid Docs
June 2019	5	Con. Cost Red. Set
Oct 2019	6	SMOKE EVAC

Drawn By: DB,CM
Checked By: CM,TP
Client No: -----
Albert & Associates: 12575



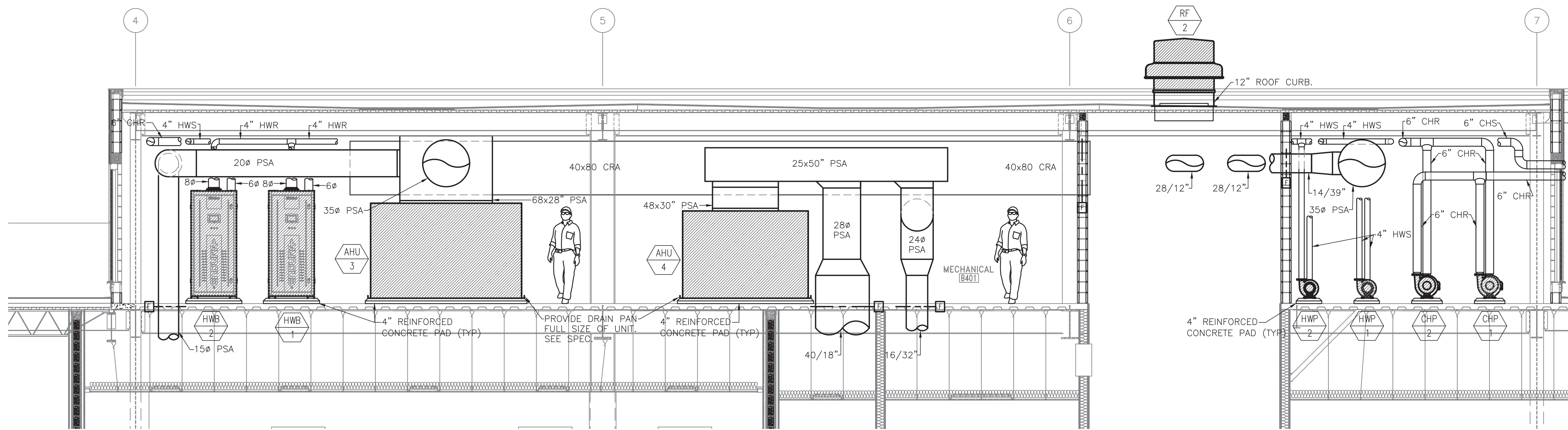
CONSTRUCTION
COST REDUCTION
SET JUNE 2019

ER
G
Engineering
Resource Group
350 Edgewood Terrace Drive
Jackson, MS 39206
Phone: (601) 362-3552
Fax: (601) 366-6418

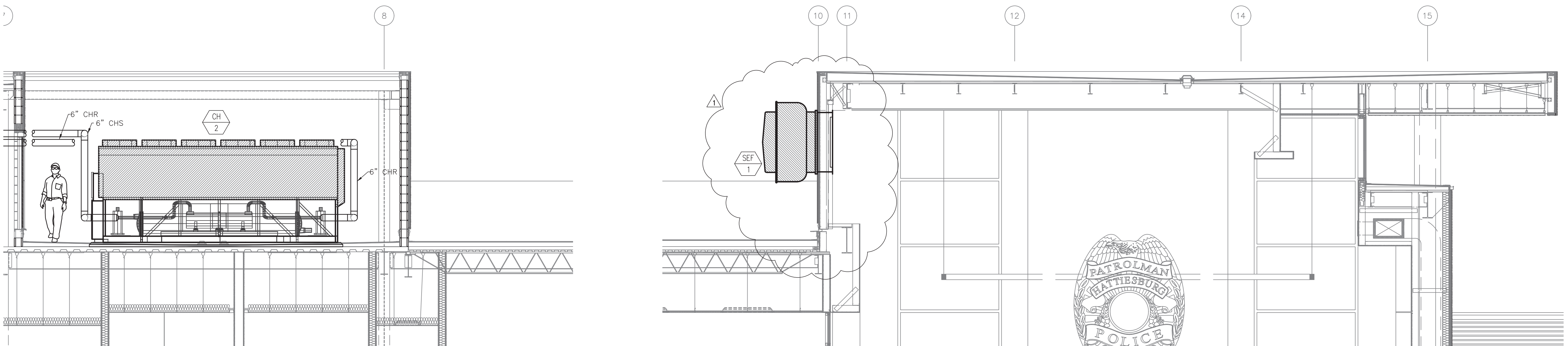
M3.1

ERG# 15-28.2

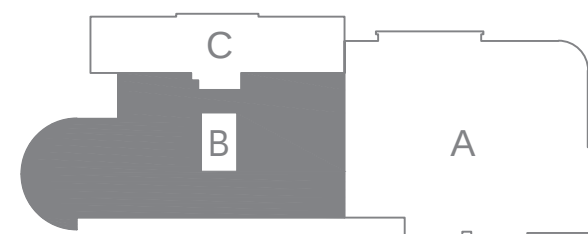
ENLARGED MECHANICAL
PENTHOUSE ELEVATION



1
M3.1
ENLARGED MECHANICAL PENTHOUSE B401 - ELEVATION
SCALE 1/4\"/>



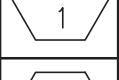
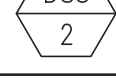
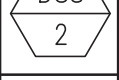
2
M3.1
ENLARGED MECHANICAL AIR COOLED CHILLER - ELEVATION
SCALE 1/4\"/>



CONDENSING GAS FIRED HEATING BOILER SCHEDULE															
TAG	MANUFACTURER AND MODEL NO.	FUEL	INPUT (MBH)	OUTPUT (MBH)	MINIMUM EFFICIENCY (LOW FIRE, 110° EWT)	GAS PRESS. WC	EWT	LWT	GPM	ELECTICAL				APPROXIMATE OPERATING WT. (LBS)	REMARKS
										FLA	MOP	VOLTS	PH		
	FULTON EDR-1500	NATURAL GAS	1500	1400	95	4-28"	140	110	90	10	20	115	1	3500	CONDENSATE NEUTRALIZATION TRAP
	FULTON EDR-1500	NATURAL GAS	1500	1400	95	4-28"	140	110	90	10	20	115	1	3500	CONDENSATE NEUTRALIZATION TRAP

POWER VENTILATOR SCHEDULE												
TAG	BASIS OF DESIGN	TYPE	SERVES	CAPACITY, CFM	STATIC PRESS., IN. W.C.	MOTOR HP(AMPS) — V — PH	FAN SPEED RPM	SOUND POWER dBA	ON/OFF	INTERLOCK	APPROXIMATE OPERATING WEIGHT, LBS	REMARKS
EF 1	GREENHECK G-065-VG	DIRECT DRIVE CENTRIFUGAL ROOF EXHAUST	ROOM A161,A162	150	0.125	1/6 — 115 — 1	1195	39	EMCS	--	21	EC MOTOR, FACTORY WIRED DISCONNECT, ROOF CURB, BIRDSCREEN
EF 2	GREENHECK G-060-VG	DIRECT DRIVE CENTRIFUGAL ROOF EXHAUST	ROOM A140	50	0.125	1/6 — 115 — 1	970	33	EMCS	--	20	EC MOTOR, FACTORY WIRED DISCONNECT, ROOF CURB, BIRDSCREEN
EF 3	GREENHECK G-065-VG	DIRECT DRIVE CENTRIFUGAL ROOF EXHAUST	ROOM A120,A121	150	0.15	1/6 — 115 — 1	1254	40	EMCS	--	21	EC MOTOR, FACTORY WIRED DISCONNECT, ROOF CURB, BIRDSCREEN
EF 4	GREENHECK G-090-VG	DIRECT DRIVE CENTRIFUGAL ROOF EXHAUST	ROOM A108,A109,A110	490	0.20	1/6 — 115 — 1	1262	49	EMCS	--	26	EC MOTOR, FACTORY WIRED DISCONNECT, ROOF CURB, BIRDSCREEN
EF 5	GREENHECK G-143-VG	DIRECT DRIVE CENTRIFUGAL ROOF EXHAUST	ROOM — B336,B339	1,750	0.30	1/2 — 115 — 1	1088	59	EMCS	--	52	EC MOTOR, FACTORY WIRED DISCONNECT, ROOF CURB, BIRDSCREEN
EF 6	GREENHECK G-099-VG	DIRECT DRIVE CENTRIFUGAL ROOF EXHAUST	GENERAL EXHAUST	780	0.50	1/4 — 115 — 1	1417	58	EMCS	--	37	EC MOTOR, FACTORY WIRED DISCONNECT, ROOF CURB, BIRDSCREEN
EF 7	GREENHECK G-090-VG	DIRECT DRIVE CENTRIFUGAL ROOF EXHAUST	ROOM — B247	400	0.20	1/6 — 115 — 1	1125	47	EMCS	--	26	EC MOTOR, FACTORY WIRED DISCONNECT, ROOF CURB, BIRDSCREEN
EF 8	GREENHECK VEKTOR-H-10-5	MIXED DILUTION	ROOM — B234 LAB	500	1.0	3/4 — 460 — 3	2468	66	FUME HOOD ON/OFF SWITCH	--	410	UL705, L10-250K BEARINGS, AMCA "C" SPARK RESISTANT, OPERATED DAMPERS, INDIVIDUAL FAN MOTOR OPERATED ISOLATION DAMPERS. NEMA 3R DISCONNECT MOUNTED AND WIRED, A BELT DRIVE AND MOTOR COVER. ISOLATION AND BY-PASS DAMPER SHALL BE COMPLETE WITH DAMPERS OPERATORS. TRANSFORMERS ETC. AND ALL OTHER ITEMS REQUIRED TO INTERFACE WITH BUILDING CONTROL SYSTEM. POWER FOR CONTROL TRANSFORMER SHALL BE TAKEN FROM FAN POWER SERVICE. PROVIDE AIR FLOW MONITORING STATION ON EACH FAN ACCURATE TO WITHIN ±2%, CAPABLE OF INTERFACING WITH EMCS AND WITH A DIRECT READOUT AT FAN. GREENHECK SURE-AIR OR EQUAL
RF 1	GREENHECK GB-360HP-75	BELT DRIVEN CENTRIFUGAL DOWNBLAST	BUILDING PRESSURE RELIEF	12,500	1.50	7.5 — 460 — 3	792	75	EMCS	BUILDING PRESSURE RELIEF	350	ROOF CURB W/DAMPER TRAY, VFD RATED MOTOR, FACTORY WIRED DISCONNECT, MOTORIZED BACK-DRAFT DAMPER
RF 2	GREENHECK GB-360HP-75	BELT DRIVEN CENTRIFUGAL DOWNBLAST	BUILDING PRESSURE RELIEF	12,500	1.50	7.5 — 460 — 3	792	75	EMCS	BUILDING PRESSURE RELIEF	350	ROOF CURB W/DAMPER TRAY, VFD RATED MOTOR, FACTORY WIRED DISCONNECT, MOTORIZED BACK-DRAFT DAMPER
SEF 1	GREENHECK CUBE-480-75	BELT DRIVEN CENTRIFUGAL UPBLAST	LOBBY SMOKE CONTROL	25,000	0.75	7.5 — 460 — 3	481	72	EMCS	MOTORIZED DAMPER, ENTRY DOORS	485	UL LISTED FOR SMOKE CONTROL, DISCONNECT, MOTORIZED DAMPER, SIDE WALL MOUNTING KIT, BIRD SCREEN, MOTOR/BELT COVER, WITH MAGNETIC MOTOR STARTER AND ON/OFF/AUTO SWITCH.
SEF 2	GREENHECK CUBE-480-75	BELT DRIVEN CENTRIFUGAL UPBLAST	LOBBY SMOKE CONTROL	25,000	0.75	7.5 — 460 — 3	481	72	EMCS	MOTORIZED DAMPER, ENTRY DOORS	485	UL LISTED FOR SMOKE CONTROL, DISCONNECT, MOTORIZED DAMPER, SIDE WALL MOUNTING KIT, BIRD SCREEN, MOTOR/BELT COVER, WITH MAGNETIC MOTOR STARTER AND ON/OFF/AUTO SWITCH.
SEF 3	GREENHECK CUBE-480-75	BELT DRIVEN CENTRIFUGAL UPBLAST	LOBBY SMOKE CONTROL	25,000	0.75	7.5 — 460 — 3	481	72	EMCS	MOTORIZED DAMPER, ENTRY DOORS	485	UL LISTED FOR SMOKE CONTROL, DISCONNECT, MOTORIZED DAMPER, SIDE WALL MOUNTING KIT, BIRD SCREEN, MOTOR/BELT COVER, WITH MAGNETIC MOTOR STARTER AND ON/OFF/AUTO SWITCH.
SEF 4	GREENHECK CUBE-480-75	BELT DRIVEN CENTRIFUGAL UPBLAST	LOBBY SMOKE CONTROL	25,000	0.75	7.5 — 460 — 3	481	72	EMCS	MOTORIZED DAMPER, ENTRY DOORS	485	UL LISTED FOR SMOKE CONTROL, DISCONNECT, MOTORIZED DAMPER, SIDE WALL MOUNTING KIT, BIRD SCREEN, MOTOR/BELT COVER, WITH MAGNETIC MOTOR STARTER AND ON/OFF/AUTO SWITCH.
SEF 5	GREENHECK CUBE-480-75	BELT DRIVEN CENTRIFUGAL UPBLAST	LOBBY SMOKE CONTROL	25,000	0.75	7.5 — 460 — 3	481	72	EMCS	MOTORIZED DAMPER, ENTRY DOORS	485	UL LISTED FOR SMOKE CONTROL, DISCONNECT, MOTORIZED DAMPER, SIDE WALL MOUNTING KIT, BIRD SCREEN, MOTOR/BELT COVER, WITH MAGNETIC MOTOR STARTER AND ON/OFF/AUTO SWITCH.
SEF 6	GREENHECK CUBE-480-75	BELT DRIVEN CENTRIFUGAL UPBLAST	LOBBY SMOKE CONTROL	25,000	0.75	7.5 — 460 — 3	481	72	EMCS	MOTORIZED DAMPER, ENTRY DOORS	485	UL LISTED FOR SMOKE CONTROL, DISCONNECT, MOTORIZED DAMPER, SIDE WALL MOUNTING KIT, BIRD SCREEN, MOTOR/BELT COVER, WITH MAGNETIC MOTOR STARTER AND ON/OFF/AUTO SWITCH.

(VRF) SPLIT SYSTEM HEAT PUMP EQUIPMENT SCHEDULE																														
SYSTEM NO.	MANUFACTURER AND MODEL NO.	OUTDOOR UNIT											INDOOR UNIT (AIR HANDLING UNIT)													REMARKS				
		AMBIENT TEMPERATURE		CAPACITY, MBH		ELECTRICAL DATA						UNIT OPERATING WEIGHT	TAG	SERVES	TYPE	BASIS OF DESIGN	INDOOR AIR TEMP.		MIN. CAPACITY, MBH		ELECTRICAL DATA			FAN			FINAL PIPING RUNOUT SIZE			
		SUMMER °Fdb - °Fwb	WINTER °Fdb - °Fwb	COOLING	HEATING	VOLTAGE-PHASE	MCA, AMPS	MOCp, AMPS	CRANKCASE HEATER, WATTS	UNIT RLA COOLING	UNIT RLA HEATING						COOLING °Fdb °Fwb	WINTER °Fdb	COOLING	HEATING	VOLTAGE-PHASE	MCA, AMPS	MOCp, AMPS	AIRFLOW, LOW	CFM, HIGH		RL(IN)	RS(IN)		
OU 1	MITSUBISHI PUMY-P48NHMU	95.0	75.0	47.0	43.0	48.0	54.0	208 - 1	26	40	--	--	--	290	U-11	B341 COMMUNICATION	CEILING CASSETTE	MITSUBISHI PMFY-P06NBMU-ER5	80.0 - 67.0	70.0	6.0	6.7	208 - 1	0.25	15	230	300	1/4	1/2	R410A REFRIGERANT, INTEGRAL CONDENSATE PUMP
															U-12	B342 ELECTRICAL	CEILING CASSETTE	MITSUBISHI PMFY-P06NBMU-ER5	80.0 - 67.0	70.0	6.0	6.7	208 - 1	0.25	15	230	300	1/4	1/2	R410A REFRIGERANT, INTEGRAL CONDENSATE PUMP
															U-13	B343 FIRE RISER	CEILING CASSETTE	MITSUBISHI PMFY-P06NBMU-ER5	80.0 - 67.0	70.0	6.0	6.7	208 - 1	0.25	15	230	300	1/4	1/2	R410A REFRIGERANT, INTEGRAL CONDENSATE PUMP
															U-14	B248 ELECTRICAL	CEILING CASSETTE	MITSUBISHI PMFY-P06NBMU-ER5	80.0 - 67.0	70.0	6.0	6.7	208 - 1	0.25	15	230	300	1/4	1/2	R410A REFRIGERANT, INTEGRAL CONDENSATE PUMP
															U-15	B249a COMMUNICATION	CEILING CASSETTE	MITSUBISHI PMFY-P06NBMU-ER5	80.0 - 67.0	70.0	6.0	6.7	208 - 1	0.25	15	230	300	1/4	1/2	R410A REFRIGERANT, INTEGRAL CONDENSATE PUMP
															U-16	B250 FIRE RISER	CEILING CASSETTE	MITSUBISHI PMFY-P06NBMU-ER5	80.0 - 67.0	70.0	6.0	6.7	208 - 1	0.25	15	230	300	1/4	1/2	R410A REFRIGERANT, INTEGRAL CONDENSATE PUMP
															U-17	B249b COMMUNICATION	CEILING CASSETTE	MITSUBISHI PMFY-P06NBMU-ER5	80.0 - 67.0	70.0	6.0	6.7	208 - 1	0.25	15	230	300	1/4	1/2	R410A REFRIGERANT, INTEGRAL CONDENSATE PUMP

DUCTLESS SPLIT SYSTEM AIR CONDITIONING UNIT SCHEDULE																										
TAG	BASIS OF DESIGN	SERVES	INDOOR UNIT										OUTDOOR UNIT										AMBIENT TEMPERATURE		OUTDOOR UNIT OPERATING WEIGHT, LBS.	REMARKS
			TOTAL COOLING CAP. BTUH	HEATING CAPACITY-BTUH (47°DB/43°WB OAT)	AIR DELIVERY			FAN MOTORS FLA - V - PH	AUXILLIARY HEAT (KW)	MIN. CIRCUIT AMPACITY, AMPS	MOCp, AMPS	INDOOR UNIT OPERATING WEIGHT, LBS.	TAG	BASIS OF DESIGN	COMPRESSOR(S)		CONDENSER FANS			MIN. CIRCUIT AMPACITY, AMPS	MOCp, AMPS					
					LOW	MED.	HIGH								NO.	V - PH	NO.	FLA	V - PH							
																						°Fdb	°Fwb			
	MITSUBISHI MSZ-GE12NA-8	B104 WEAPONS VAULT	12,000	14,400	170	237	320	0.76 - 208 - 1	--	1.0	15.0	22		MUZ-GE12NA	1	208 - 1	1	0.50	208 - 1	12.0	15.0	95.0	75.0	77	MOUNT OUTDOOR/INDOOR WALL UNIT AT 8'-0" AFF. PROVIDE WALL MOUNTING BRACKET FOR OUTDOOR UNIT.	
	MITSUBISHI MSZ-GE12NA-8	B105 SPECIAL OPS EQUIPMENT	12,000	14,400	170	237	320	0.76 - 208 - 1	--	1.0	15.0	22		MUZ-GE12NA	1	208 - 1	1	0.50	208 - 1	12.0	15.0	95.0	75.0	77	MOUNT OUTDOOR/INDOOR WALL UNIT AT 8'-0" AFF. PROVIDE WALL MOUNTING BRACKET FOR OUTDOOR UNIT.	
	MITSUBISHI MSZ-GE12NA-8	BXXX ELECTRICAL ROOM	12,000	14,400	170	237	320	0.76 - 208 - 1	--	1.0	15.0	22		MUZ-GE12NA	1	208 - 1	1	0.50	208 - 1	12.0	15.0	95.0	75.0	77	MOUNT OUTDOOR/INDOOR WALL UNIT AT 8'-0" AFF. PROVIDE WALL MOUNTING BRACKET FOR OUTDOOR UNIT.	





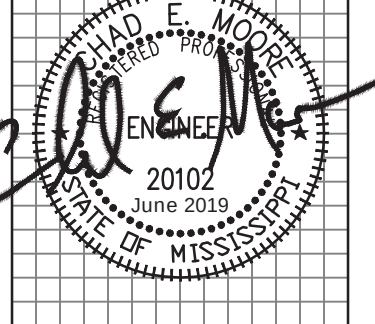
HATTIESBURG PUBLIC SAFETY COMPLEX

HATTIESBURG POLICE DEPARTMENT ■ HATTIESBURG FIRE DEPARTMENT ■ HATTIESBURG MUNICIPAL COURT ■

HPSC Police and Court Building

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12-30-2016 100% Bid Docs
June 2019 Con. Cost Red. Set
Oct 2019 SMOKE EVAC

Drawn By: DB,CM
Checked By: CM,TP
Client No: -----
Albert & Associates: 12575



20102
June 2019

M6.3



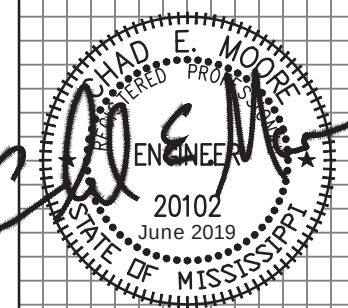
HATTIESBURG PUBLIC SAFETY COMPLEX
HATTIESBURG POLICE DEPARTMENT ■ HATTIESBURG FIRE DEPARTMENT
HATTIESBURG MUNICIPAL COURT ■

HPSC Police and Court Building

Drawing Issued:		
Date	Rev	Description
08-31-2015	Rev	DO Check Set
10-20-2015	75%	Progress Set
11-02-2015	90%	Pricing Set
12-30-2016	100%	Bld Docs

June 2019	Com. Cost Red. Set
Oct 2019	SMOKE EVAC

Drawn By: DB,CM
Checked By: CM,TP
Client No: -----
Albert & Associates: 12575



M7.9

CONSTRUCTION
COST REDUCTION
SET JUNE 2019

ERG

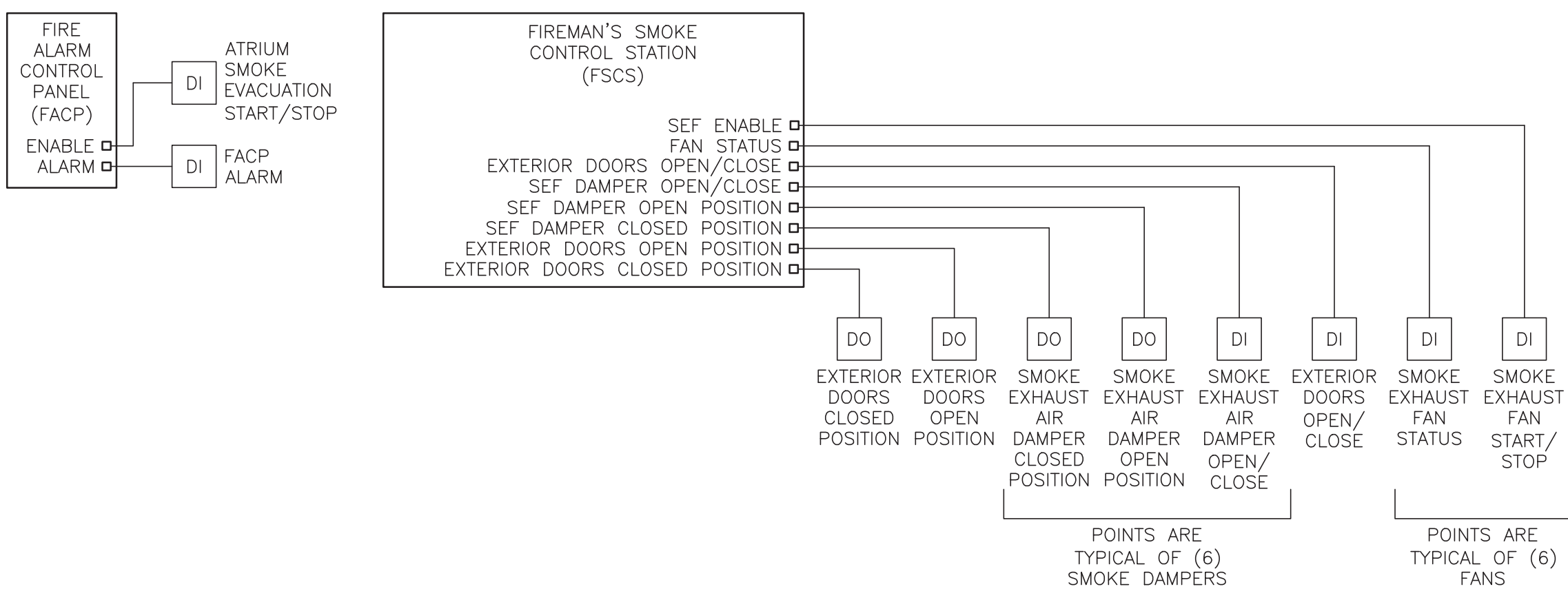
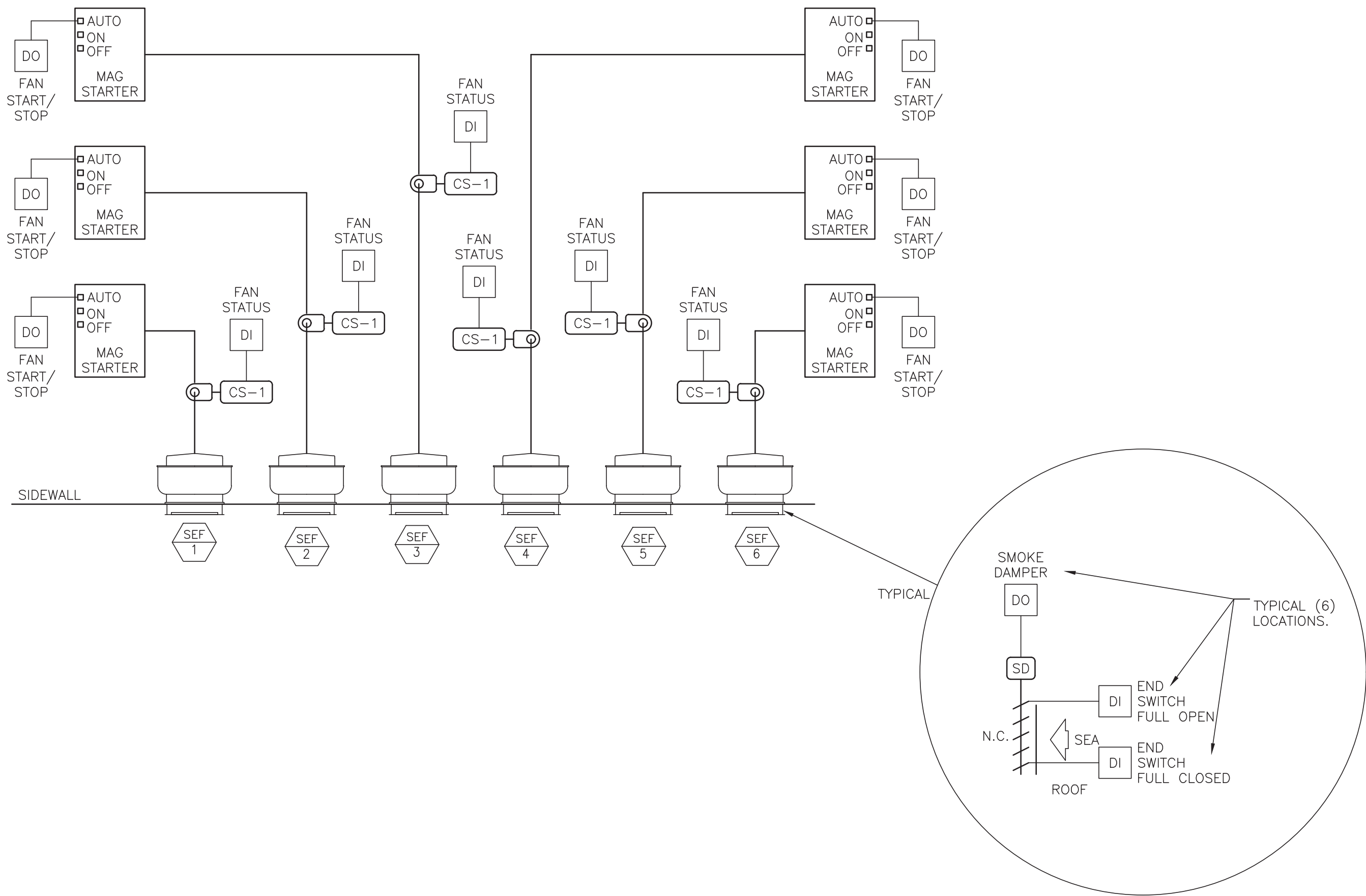
Engineering
Resource Group
INC.

350 Edgewood Terrace Drive
Jackson, MS 39208
Phone: (601) 362-3552
Fax: (601) 366-6418

ERG# 15-28.2

CONTROL
SCHEMATIC

EXHAUST FAN POINTS LIST					ATRIUM SMOKE EVACUATION SEQUENCE OF OPERATION				
Description	Type	Device	Trend Logging		Calibra-tion				
			Comm- issioning	Contin- uous					
Fan Start/Stop	DO	Connect to MAG Starter with safeties.	-	-	-	General: Sequence describes the Atrium smoke evacuation system control. Smoke evacuation system shall be fully controlled by a UL 864 compliant Building Automation System (BAS). The smoke evacuation BAS system components shall be dedicated to the smoke evacuation only per UL 864. Smoke evacuation BAS shall be integrated into the overall BAS. 1. Smoke Evacuation Initiated by Fire Alarm Control Panel (FACP). 1.1. Upon detection of smoke by the Atrium smoke detectors, the FACP shall enable the smoke evacuation system. 1.2. Upon receiving an enable signal from the FACP the smoke evacuation BAS shall open the smoke dampers (both make-up air and exhaust air smoke dampers). 1.3. After 30 seconds (adjustable) the smoke evacuation fans shall be enabled. 1.4. Smoke evacuation system shall run until either disabled by the FACP or overridden by the Fireman's Smoke Control Station (FSCS). 2. Smoke Evacuation System Control by Fireman's Smoke Control Station (FSCS). 2.1. FSCS shall fully comply with UL 864. 2.2. The smoke evacuation system (all components; fans and smoke dampers) shall be fully controllable via the FSCS. 2.3. Each fan and smoke damper shall be controllable by a On-Auto-Off switch installed in the FSCS. 2.4. FSCS shall have a Fireman's key switch (Panel Enable Switch) to limit access to the operation of system. 2.5. Exhaust fans shall be manually controllable (start/stop) from FSCS. 2.6. Exterior double doors shall be automatically controllable (open/close) from FSCS. 2.7. BAS shall provide feedback of all points listed to FSCS. 2.8. Smoke fans to be energized only if outside doors status switch and fan motorized damper status switch indicate full open. 3. Alarms: 3.1. Generate a Level 1 alarm when fan is enabled for any source (FACP or FSCS). 3.2. Fan alarm is indicated by the status input being different from the output command after a period of 15 seconds offer a change in output status. 3.2.1. Commanded on, status off: Level 1. 3.2.2. Commanded off, status on: Level 1.			
Smoke Damper	DO	Two-position actuator	-	-	-				
Exterior doors Open Position	DO	FSCS	-	-	-				
Exterior doors Closed Position	DO	FSCS	-	-	-				
Smoke Exhaust Air Damper Open Position	DO	FSCS	-	-	-				
Smoke Exhaust Air Damper Closed Position	DO	FSCS	-	-	-				
Fan Status	DI	CS-1	-	-	-				
Damper End-Switch Open position	DI	Damper end switch	-	-	-				
Damper End-Switch Closed position	DI	Damper end switch	-	-	-				
Smoke Exhaust Fan Start/Stop	DI	FSCS	-	-	-				
Exterior doors Open/Close	DI	FSCS	-	-	-				
Smoke Exhaust Air Damper Open/Close	DI	FSCS	-	-	-				
Atrium Smoke Evacuation Start/Stop	DI	FACP	-	-	-				
FACP Alarm	DI	FACP	-	-	-				



1 ATRIUM SMOKE EVACUATION CONTROL SCHEMATIC
M7.9 NO SCALE

GENERAL NOTES:
1. SEE ARCHITECTURAL PLANS FOR NUMBER OF DOORS AND LOCATIONS.

THE CITY OF HATTIESBURG
SMOKE EVACUATION SYSTEM
PUBLIC SAFETY COMPLEX



P R O J E C T M A N U A L

December 12, 2019

Albert & McCleskey Associates Architects
H a t t i e s b u r g , M i s s i s s i p p i

PROJECT MANUAL
FOR
THE CITY OF HATTIESBURG

SMOKE EVACUATION SYSTEM PUBLIC SAFETY COMPLEX

HATTIESBURG, MISSISSIPPI

December 12, 2019



ARCHITECTURAL

ALBERT & McCLESKEY ASSOCIATES ARCHITECTS
PO BOX 449
HATTIESBURG, MS 39403
601.544.1970 VOICE
larry@albertassociates.com

MECHANICAL

ENGINEERING RESOURCE GROUP
350 EDGEWOOD TERRACE DRIVE
JACKSON, MS 39206
601.362.3552 VOICE
601.366.6418 FAX
cmoore@ergms.com

ELECTRICAL

THE POWER SOURCE
945 MADISON AVENUE
MADISON, MS 39110
601.605.4820 VOICE
601.605.4875 FAX
acovington@thepowersource.us

December 12, 2019

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ADVERTISEMENT FOR BIDS

Sealed bids will be received by the **City of Hattiesburg** at the Hattiesburg City Council Chamber located at **200 Forrest Street, Hattiesburg, MS, 39401** until **10 a.m. local time on Thursday, February 27, 2020**, at which time all proposals will be opened and read aloud for:

**Smoke Evacuation System for Public Safety Complex
701 James Street
Hattiesburg, Mississippi 39401**

Bid documents may be obtained from www.hattiesburgmsbids.com. Electronic bids may be submitted at www.hattiesburgmsbids.com. For any questions regarding the electronic bidding process, please call Plan House at 662-407-0193. Bid preparation shall be in accordance with Instructions to Bidders bound in the Project Manual. 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 in a sealed envelope which is marked in the lower left-hand corner with the legend, **"Smoke Evacuation System"**.

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 or irregularities therein.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

TITLE: Kermas Eaton, City Clerk

Publish on: January 30, 2020 and February 6, 2020

Return Proof to :

City of Hattiesburg
Attn: City Clerk
P O Box 1898
Hattiesburg, MS 39403

Publish in: The Post and Clarion Ledger

FORM OF PROPOSAL

DATE: _____

PROPOSAL FROM: _____

(List Company Name)

TO OWNER: CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

PROJECT: HATTIESBURG PUBLIC SAFETY COMPLEX
HATTIESBURG, MISSISSIPPI

Ladies & Gentlemen:

Having carefully examined all Contract Documents and addenda for the construction of the project in caption, the undersigned purposes to furnish all labor, materials and services required for the construction in accordance with these documents for the sum as follows:

BASE BID:

_____ DOLLARS

(\$ _____)

TIME: The undersigned agrees to complete the work within _____ calendar days from the date of the Notice to Proceed issued by the Architect. It is also agreed that this proposal/contract price will be valid for the minimum time of **60 DAYS** from the date of opening.

BID SECURITY:

Bid Security in the form of _____ is attached in the amount of \$ _____

ADDENDA:

Receipt of the following addenda is acknowledged:

Addendum No: _____ Dated: _____

Addendum No: _____ Dated: _____

Addendum No: _____ Dated: _____

Addendum No: _____ Dated: _____

Addendum No: _____ Dated: _____

Addendum No: _____ Dated: _____

GENERAL CONTRACTOR:

Mississippi Certificate of Responsibility No: _____

Resident Contractor: _____

Non-Resident Contractor*: _____

ACCEPTANCE:

I certify that I am authorized to enter into a binding contract, if this Proposal is accepted.

Signature: _____

Typed Name & Title: _____

Company Name: _____

Address: _____

City, State, Zip Code: _____

Phone, Fax, Email: _____

DIRECTIONS FOR MAILING:

See *INSTRUCTIONS TO BIDDERS [SECTION 00 10 00]* for mailing directions.

END OF FORM OF PROPOSAL

SECTION 00 10 00

INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

- 1.01 **QUESTIONS:** Questions shall be directed to the Professional. Bidders finding discrepancies in or omissions from the Drawings or Project Manual, or requiring clarification or interpretation of the Bidding Documents, shall submit written requests to the Architect within the proper timeframe as defined by the State of Mississippi Bid Laws. Interpretations, corrections and modifications of the Bidding Documents will be made by addendum. Specific cutoff dates regarding submission of questions or issuance of addenda shall be provided at the Pre-Bid Conference, if applicable, and/or by addendum. Any interpretations, corrections or modifications to the Bidding Documents made in any manner other than by addendum shall not be binding and shall not be relied upon when submitting bids. If Contractor does not notify the Professional about discrepancies within proper time during bidding, bids shall be based on the most expensive combination of quality and quantity of work indicated.
- 1.02 **BIDDER'S QUALIFICATIONS:**
 - A. **Certificate of Responsibility:** The Mississippi State Board of Contractors is responsible for issuing Certificates of Responsibility to Contractors. To be awarded a Contract for public work, Sections 31-3-15 and 31-3-21 of the **Mississippi Code 1972, Annotated** requires a Contractor to have a current Certificate of Responsibility at bid time and during the entire length of the job. The Certificate of Responsibility number issued becomes a significant item in all public bidding.
 - B. **Bid Under \$50,000:** If a Bidder submits a bid not exceeding \$50,000, no Certificate of Responsibility number is required; however, a notation stating the *bid does not exceed \$50,000* must appear on the face of the envelope, or a Certificate of Responsibility number.
 - C. **Bid Over \$50,000:** Each Bidder submitting a bid in excess of \$50,000 must show its Certificate of Responsibility number on the bid and on the face of the envelope containing the bid.
 - D. **Joint Venture Bid:** When multiple Contractors submit a joint venture bid in excess of \$50,000, a *joint venture* Certificate of Responsibility number must be shown on the bid and on the face of the envelope containing the bid. If the Multiple-Contractor joint venture has no *joint venture* Certificate of Responsibility number, each of the Contractors participating in the bid must indicate their individual Certificate of Responsibility numbers on the bid and on the face of the envelope.
- 1.03 **NON-RESIDENT BIDDER:** When a non-resident Bidder (a Contractor whose principal place of business is outside the State of Mississippi) submits a bid for a Mississippi public works project, one of the following is required and shall be submitted with the Proposal Form:
 - A. **Copy of Law:** If the non-resident Bidder's state has a resident Bidder preference law, a copy of that law shall be submitted with the Proposal Form.
 - B. **Statement:** If the state has no such law, then a statement indicating *the State of (Name of State) has no resident Contractor preference law* shall be submitted with the Proposal Form.
- 1.04 **DISQUALIFICATION OF BIDDER:** A Bidder may be disqualified for any of the following reasons:
 - A. Bidder being in arrears on existing Contracts.

- B. Bidder being in litigation (currently or in the past) with the Owner, or the Using Agency.
- C. Bidder having defaulted on a previous Contract.
- D. Bidder being in litigation with the Architect currently or in past projects.

- 1.05 **CONDITIONS OF WORK:** Each Bidder must fully inform himself of all conditions relating to the construction of the Project and employment of labor thereon. Failure to do so will not relieve a successful Bidder of obligations to furnish all material and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Bidder must employ methods, or means, which will not cause interruption of, or interference with, the work of any other Bidder, or Contractor.
- 1.06 **EXAMINATION OF SITE:** All Bidders, including the general Contractor and Subcontractors, shall visit the building site, compare the Drawings and Project Manual with any work in place and be informed of all conditions. Failure to visit the site will in no way relieve the successful Bidder from furnishing any materials or performing any work required to complete work in accordance with Drawings and Project Manual without additional cost to the Owner.
- 1.07 **LAWS AND REGULATIONS:** The Bidder's attention is directed to the fact that all applicable Federal, State and Local laws, rules and regulations of all authorities having jurisdiction over construction of the Project apply to the Contract.
- 1.08 **OBLIGATION OF BIDDER:** At the bid opening, each Bidder will be presumed to have inspected the site, read and become thoroughly familiar with the Drawings and the Project Manual, including all addenda.
- 1.09 **BIDDING DOCUMENTS:** The Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the Form of Proposal, and any other sample bidding and contract forms. The proposed Contract Documents consists of the Standard Form of Agreement Between Owner and Contractor, the General Conditions of the Contract for Construction (along with any Supplementary, Special or other Conditions), Drawings, Specifications and all addenda issued prior to the execution of the Contract.
- 1.10 **ISSUANCE OF BIDDING DOCUMENTS:** Only complete sets of Bidding Documents will be issued to Bidders. The Bidding Documents are to be viewed and considered in their entirety, and the Owner and Architect assume no responsibility for misunderstandings of the Bidding Documents due to the use of partial or incomplete sets. Bidding Documents are intended strictly for the purpose of obtaining bids on the work defined therein, and no license of use is granted by their issuance to a Bidder.
- 1.11 **BID DOCUMENTS:** Complete sets of Bidding Documents may be obtained from Plan House Printing on behalf of the City of Hattiesburg, which may be contacted at 601-336-6378. Physical sets of Bidding Documents may also be purchased through the website www.hattiesburgsbids.com and picked up at Plan House Printing at 1 Churchill Street, Hattiesburg, MS 39402.
- 1.12 **ELECTRONIC BIDDING DOCUMENTS:** In addition to physical sets of Bidding Documents, electronic copies, in PDF format, may be downloaded from Plan House Printing at www.hattiesburgsbids.com . Electronic bids can be submitted at www.hattiesburgsbids.com . For any questions relating to the electronic bidding process, please call Plan House Printing at 601-336-6378

PART 2 - PROPOSAL FORM

- 2.01 **METHOD OF BIDDING:** Lump sum, single bids received on a general contract will include general, mechanical and electrical construction and all work shown on Drawings or specified in the Project Manual.
- 2.02 **PROPOSAL FORMS:** The Bidder shall make all proposals on forms provided and shall fill all applicable blank spaces without interlineations or alteration and must not contain recapitulation of the work to be done. All sums shall be expressed in both written and numerical formats with the written amount taking precedence should a discrepancy exist. No oral or telegraphic proposals shall be considered.
- 2.03 **TIME OF COMPLETION:** The Bidder shall agree to commence work on, or before, a date specified in a written *Notice to Proceed* and fully complete the Project within the calendar days indicated on the Proposal Form.
- 2.04 **ALTERNATES:** The Proposal Form shall contain a brief description of each alternate modifying the scope of work. The Bidder shall write out the numerical amount for each alternate. Refer to Section 01 35 00 entitled *Alternates* for additional information.
- 2.05 **SUBSTITUTIONS:** No substitutions, qualifications or redefining of the Specification requirements are allowed to be marked on the Proposal Form, unless specifically required by the Bid Documents. Refer to Section 01 63 00 entitled *Substitutions and Product Options* which covers procedures after the award of Contract.
- 2.06 **ADDENDA:** Any addenda to the Drawings or Project Manual issued before or during the time of bidding shall be included in the proposal and become a part of the Contract. Addenda will be issued only to those Bidders who have obtained complete sets of Bidding Documents directly from the office of Albert & McCleskey Associates Architects. Any Bidder who obtains Bidding Documents from any other source, such as plan rooms, shall be responsible for ensuring receipt of addenda from that same source. The Proposal Form will have ample space to indicate the receipt of addenda. When completing the Proposal Form, the Bidder shall list the addendum number and the date received in spaces provided.
- 2.07 **BIDDER IDENTIFICATION:**
- A. **Signature:** The Proposal Form shall be signed by any individual authorized to enter into a binding agreement for the Business making the bid proposal.
 - B. **Name of Business:** The name appearing on the Proposal Form shall be the same as the name appearing in the current Mississippi State Board of Contractors Roster.
 - C. **Legal Address:** The address appearing on the Proposal Form shall be the same address appearing in the current Mississippi State Board of Contractors Roster.
 - D. **Certificate of Responsibility Number(s):** The Certificate of Responsibility Number(s) appearing on the Proposal Form shall be the same number appearing in the current Mississippi State Board of Contractors Roster.
- 2.08 **BID SECURITY:** The Bid Security shall be in the form of a Bid Bond or a Certified Check:
- A. **Bid Bond:** The Bidder may submit a Bid Bond by a Surety licensed in the State of Mississippi in the

amount of five percent (5%) of the base bid. The Bid Bond shall be duly executed by the Bidder, the Surety and a Mississippi resident agent. (No standard form is required for the Bid Bond.)

- B. **Certified Check:** The Bidder may submit a certified check made out to the Owner's Name (listed on the Form of Proposal) in the amount of five percent (5%) of the base bid. All checks received from Bidders will be returned upon request, unless a Bidder is one (1) of the three (3) apparent low Bidders. The three (3) apparent low Bidder's checks will be held for Sixty (60) days, unless a Contract is awarded and executed in less time.

- 2.09 **POWER OF ATTORNEY:** Each bid security must be accompanied by an appropriate Power of Attorney. A Power of Attorney is not necessary to accompany a certified check.

PART 3 - SUBMITTING THE PROPOSAL FORM

- 3.01 **SUBMITTAL:** A bid must be either submitted electronically via www.hattiesburgmsbids.com or physically delivered to the address indicated on the Advertisement for Bids prior to the time and date stated. If submitted physically, only one original Bid Proposal shall be submitted and shall be sealed in an opaque envelope marked, mailed or hand-delivered as follows:

(In upper left-hand corner)

Name of Firm

(As it appears in the current Mississippi
State Board of Contractors Roster)

BID FOR: SMOKE EVACUATION SYSTEM FOR HATTIESBURG PUBLIC SAFETY COMPLEX

BID OPENING: *(place bid date and time here)*

(Bid shall be addressed and delivered to)

BID FOR SMOKE EVACUATION SYSTEM FOR HATTIESBURG PUBLIC
SAFETY COMPLEX

ATTENTION: CITY CLERK, CITY OF HATTIESBURG

2ND Floor City Hall, 200 Forrest Street

Hattiesburg, Mississippi 39401

(In lower left-hand corner)

Certificate of Responsibility # _____ (for over \$50,000.00)

Under \$50,000.00 (add statement)

If the Bid is mailed or sent via private carrier, the bid envelope shall be placed inside a second envelope to prevent inadvertent, premature opening of the Proposal. If the bid is sent via private carrier, then send it to: ATTN: CITY CLERK, CITY OF HATTIESBURG, 2ND FLOOR CITY HALL, 200 Forrest St. Hattiesburg, MS 39401. **IT IS THE BIDDERS RESPONSIBILITY TO ENSURE THAT HIS OR HER BID HAS BEEN RECEIVED BY THE CONTACT LISTED ABOVE OR LISTED ON THE ADVERTISEMENT TO BID BEFORE THE BID OPENING TIME. THE OWNER RESERVES THE RIGHT TO WAIVE ANY BIDS NOT RECEIVED BY HIM BEFORE THE BID TIME.**

- 3.02 **MODIFICATION TO BID:** A bidder may modify the bid prior to the scheduled closing time indicated in the Advertisement for Bids in the following manner:
- A. **Notification on Envelope:** A modification may be written on the outside of the sealed envelope containing the bid and initialed by an owner representative.
- 3.03 **WITHDRAWAL OF BID:** Any bid may be withdrawn prior to the scheduled time for opening of bids. However, bids may not be withdrawn until sixty (60) days after bid opening. Any withdrawn Bid, if fully compliant with the Instructions to Bidders, may be resubmitted up to the time and date indicated for Bid Opening.

PART 4 - BID OPENING AND AWARD OF CONTRACT

- 4.01 **OPENING OF BIDS:** Bids will be publicly opened shortly after the time stated in the Advertisement for Bids. Bidder representatives are invited; however, attendance is not mandatory.
- 4.02 **IRREGULARITIES:** The omission of any information requested on the Proposal Form may be considered as an informality or irregularity by the awarding public body when, in its opinion, the omitted information does not alter the amounts contained in the submitted bid proposal or place other Bidders at a disadvantage.
- 4.03 **PROTEST:** Any protest must be delivered in writing to the Owner within twenty-four (24) hours after the bid opening.
- 4.04 **ERRORS:** Any claim of error and request for release from bid must be delivered in writing to the Owner within twenty- four (24) hours after the bid opening. The Bidder shall provide sufficient documentation with the written request clearly proving an error was made.
- 4.05 **AWARD OF CONTRACT:** The Owner reserves the right to reject any or all bids. A Contract will be awarded on the basis of the low base bid, or low combination of base bid and those alternates selected by the Owner in any order determined to be in the best interest of the Owner and which produces a total cost within available funds. Any Bid not accompanied by all data required by the Bidding Documents, including Bid Security, or any Bid which is considered to be incomplete or irregular in any way is subject to rejection.
- 4.06 **FAILURE TO ENTER INTO A CONTRACT:** The Bidder shall forfeit the Bid Security to the Owner as liquidated damages for failure, or refusal, to execute and deliver the Contract, Bond and Certificate of Insurance within ten (10) days after notice of the acceptance of the bid.
- 4.07 **SECURITY FOR FAITHFUL PERFORMANCE:** Simultaneously with delivery of the executed Contract, the Contractor will furnish a Performance Bond, or Bonds, as security for faithful performance of all Work in connection with this Contract; a Labor and Materials Payment Bond, as security for the payment of all persons supplying labor or materials for completion of the Work in connection with this Contract; and a Bond of Payment of Taxes and other Assessments, as security for payment of all taxes and assessments in connection with this Contract. The Surety on such Bond, or Bonds, will be a duly authorized surety company satisfactory to the Owner and meeting all of the following requirements:
- A. Licensed at the time of award by the State of Mississippi's Commissioner of Insurance for the purpose of providing surety.
 - B. Listed at the time of award in the Department of the Treasury's **Federal Register** as a company holding certificates of authority as acceptable sureties on Federal Bonds, commonly referred to as the Treasury List.
 - C. All Bonds shall be executed on the form provided in the Project Manual under Section 00 60 00 entitled *Contract Bond*.
 - D. All Bonds shall be countersigned by a Mississippi resident agent with the name and address typed, or lettered legibly.
 - E. All Bonds must be accompanied by an appropriate Power of Attorney.

END OF SECTION

SECTION 00 50 00

AGREEMENT FORM

PART ONE - GENERAL

1.1 DESCRIPTION

- A. SCOPE: The agreement form between the Owner and the Contractor shall be AIA Document A101, 2007 Edition, where the basis of payment is a stipulated sum.
- B. COPY: Contractors are presumed to be familiar with this document, a copy of which may be obtained from the Professional or examined in this office.
- C. APPLICATION FOR PAYMENT: See *Section 01 27 00 Applications for Payment* for requirements.
- D. FORM OF PROPOSAL: The Contractor's "Form of Proposal" (bid form) is part of the Contract Documents.
- E. CONTRACT TIME: To be filled in on the "Form of Proposal".
- F. RETAINAGE: The Owner will retain, until the Work is one hundred percent (100%) complete, five percent (5%) of the amount due the Contractor on account of progress payments. No reduction in retainage will be made until final payment is made, except that when the initial contract award is in an amount equal to or greater than \$750,000.00, then whenever such Work is fifty percent (50%) complete and on schedule and satisfactory, in the opinion of the Professional with concurrence of the Owner, fifty percent (50%) of the retainage will be returned to the Contractor and two and one half percent (2 1/2%) will be retained on all subsequent progress payments.

END OF SECTION

SECTION 00 60 00**CONTRACT BOND****I. PREAMBLE**

KNOW ALL MEN BY THESE PRESENTS: THAT _____,
Principal, a _____, residing at
_____, authorized to do business in the State of Mississippi under the laws
thereof, and _____ Surety, a corporation of the State of
_____, authorized to do business in the State of Mississippi under the laws thereof,
are held and firmly bound unto _____, Obligee, hereinafter referred to as
"Owner," for the use and benefit of the Owner and those claimants and others set forth herein below and described in
Sections 31-5-51 and 31-5-3, **Mississippi Code of 1972, Annotated**, as amended, in the amount of _____
Dollars (\$ _____), lawful money of the United States, for the payment whereof Principal and
Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these present.

WHEREAS, Principal has by written agreement dated _____, 20_____, entered into a
Contract with the Owner for the following:

as provided in said Contract and in accordance with the Contract Documents. All of the terms and provisions of the
above mentioned Contract, drawings, Project Manual, and addenda are by reference made a part hereof and fully
incorporated herein, and are hereinafter referred to as "the Contract." All of the terms and provisions of Sections 31-
5-51, 31-5-3, supra, Section 31-5-53 of the **Mississippi Code of 1972, Annotated**, as amended, and all other code
sections cited herein are also by reference made a part hereof and fully incorporated herein.

II. PERFORMANCE BOND

NOW, THEREFORE, the condition of this Performance Bond is such that if Principal shall promptly and faithfully perform
said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect, subject however,
to the following conditions:

Whenever the Owner has performed its obligation but the Principal has defaulted under the terms of the Contract, or
any portion thereof, and the Owner has declared the Principal to be in default, the Surety shall promptly:

1. Remedy the default, or
2. Complete the Contract in accordance with its terms and conditions, or
3. Procure the completion of the Contract in accordance with its terms and conditions.

Even if there should be a succession of defaults, the Surety is responsible for completion of the Contract. The Surety
shall provide sufficient funds to pay the cost of completion of the Contract in its entirety including other costs and
damages for which the Surety may be liable there under, less the balance of the Contract price. The term "balance of
the Contract price," as used in this paragraph, shall mean the total amount payable by Owner to Principal under the
Contract and any Change Orders thereto, less the amount paid by Owner to Principal.

III. LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, the condition of this Labor and Material Payment Bond is such that if Principal shall promptly make payments to all persons supplying labor or material used in the prosecution of the work under said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect; however, the Owner shall not be liable for the payment of any costs or expenses of any suit described in Subsection (2) of Section 31-5-51, supra.

IV. BOND FOR PAYMENT OF TAXES AND OTHER ASSESSMENTS

NOW THEREFORE, the condition of this Bond for Payment of Taxes and Other Assessments is such that if Principal shall promptly make payment of all taxes, licenses, assignments, contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the State of Mississippi, or any County, Municipality, Board, Department, Commission, or political subdivision thereof, by reason of and directly connected with the performance of said Contract or any part thereof as provided by Sections 27-65-1, 27-65-21, 27-67-1, and 31-5-3, **Mississippi Code 1972, Annotated**, or any other applicable statute or other authority, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

V. GENERAL CONDITIONS

The following conditions apply to all three (3) of the above-mentioned Bonds:

1. The Performance Bond is for an amount equal to the full amount of said Contract.
2. The Labor and Material Payment Bond is for an amount equal to the full amount of said Contract.
3. If any changes are made in the work, or any extensions of time are granted, or any increases in the total dollar amount of the Contract are made, such changes, extensions, increases, or other forbearance on the part of either the Owner or the Principal will not, in any way, release the Principal and Surety, or either of them, from their liability hereunder, or any portion thereof, notice to the Surety of any such change, extension, increase, or forbearance being expressly waived.
4. These Bonds are governed by and shall be construed in accordance with Mississippi law. Any inconsistency with these Bonds and any provision of Mississippi law shall be remedied by deleting the inconsistent portion of these Bonds and leaving the remaining consistent portions in full force and effect.

December 12, 2019

Signed and sealed this _____ day of _____, 20____.

SURETY

By:

(Signature)

(Name and Title) (typed)

(Address)

(City/State/Zip/Phone)

PRINCIPAL (typed)

BY:

(Signature)

(Name and Title) (typed)

(Address)

(City/State/Zip/Phone)

COUNTERSIGNED:

MISSISSIPPI RESIDENT AGENT
(typed and with embossed seal on bond and p/a)

(Signature)

(Name and Title) (typed)

(Address)

(City/State/Zip/Phone)

END OF SECTION

SECTION 00 65 00

CERTIFICATE OF INSURANCE INSTRUCTIONS

1. The *Certificate of Insurance* is a tabulation of insurance required for this Project as specified in Article 11 entitled *Insurance and Bonds* in the General Conditions (AIA Document A201, 2007 Edition).
2. The *Certificate of Insurance* must be completed, certified by the original signature of a Mississippi Resident Insurance Agency and bound in each set of the Contract Documents.
3. Indicate Insured, Project, Companies providing coverage, policy numbers and policy periods in the blanks as applicable.
4. If the "OWNERS/CONTRACTORS PROTECTIVE LIABILITY" insurance is part of the Commercial General Liability Insurance Policy, or included by endorsement, indicate the policy number and period of the CGL policy in the "OWNERS/CONTRACTORS PROTECTIVE LIABILITY" blank spaces.
5. Automobile Liability Insurance may be provided which covers Bodily Injury and Property Damage in one (1) Combined Single Limit, or may be provided with separate minimum limits as shown on the Certificate of Insurance and specified in Article 11 of the Supplementary Conditions. The person signing the Certificate of Insurance should show which option the Contractor has selected by marking out the coverage that is not provided under the policies indicated.
6. OTHER INSURANCE (if required) will be indicated by typing in the "OTHER" block and detailed in Article 11 of the Supplementary Conditions.
7. CERTIFICATION wording may not be changed without specific written approval from the Owner.
8. "Riders", Binders, TBA, TBD, or other unsolicited attachments, are not allowed as part of the *Certificate of Insurance* unless specifically requested in writing by the Owner, or specified as part of the requirements for this Project.
9. CAUTION: The *Certificate of Insurance* is intended to be used for all Projects. The Contractor must provide all insurance specified in the Contract Documents for this Project, whether indicated on this form, or not. The Contractor must verify all insurance has been provided as required.

December 12, 2019

STANDARD CONSTRUCTION CONTRACT CERTIFICATE OF INSURANCE

INSURED: (Contractor's Name & Address)				COMPANIES PROVIDING COVERAGE		
				A		
				B		
				C		
				D		
				E		
				F		
				G		
PROJECT: (Number, Name & Location)						
OWNER:						
Type Insurance	Co	Policy Number	Policy Period	Coverage and Minimum Amount		
General Liability Commercial General Liability				General Aggregate	\$ 1,000,000	
				Products Comp/Ops (Aggregate	\$ 1,000,000	
				Personal Injury (Per Occurrence)	\$ 500,000	
				BI & PD (Per Occurrence)	\$ 500,000	
				Fire Damage (Per Fire)	\$ 50,000	
				Medical Expense (Per Person)	\$ 5,000	
Owners/Contractors Protective Liability				General Aggregate	\$ 1,000,000	
				Per Occurrence	\$ 500,000	
Automobile Liability				Bodily Injury/Property Damage Combined Single Limit (Per Occurrence)	\$ 500,000	
				OR	Bodily Injury (Per Person)	\$ 250,000
					Bodily Injury (Per Accident)	\$ 500,000
					Property Damage (Per	\$ 100,000
* Excess Liability (Umbrella on projects over \$500,000)				Aggregate	\$ 1,000,000	
				Per Occurrence	\$ 1,000,000	
Workers' Compensation (As required by Statute) Employers' Liability				Accident (Per Occurrence)	\$ 100,000	
				Disease-Policy Limit	\$ 500,000	
				Disease-Per Employee	\$ 100,000	
* Property Insurance				OR Builders' Risk Installation Floater	Must be equal to Value of Work	
Other						
Certification: I certify that these policies (subject to their terms, conditions and exclusions) have been (1) issued to the Insured for the coverages and at least the amounts as indicated by companies licensed in Mississippi; (2) countersigned by a Mississippi Resident Agent; and (3) endorsed to require the company to give thirty (30) days written notice to the Owner prior to cancellation of non-renewal of above.						
Producing Agent: (Name, Address and Telephone)						
				(Signature & Date)		
				(Name and Title of Authorized Representative)		

 Check if Mississippi Resident Agent
 OR Countersign by MS Resident Agent _____

SECTION 00 70 00

GENERAL CONDITIONS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. **SCOPE:** The **General Conditions of the Contract for Construction**, AIA Document A201, 2017 Edition, Articles 1 through 15 inclusive, is a part of this Contract and is incorporated herein.
- B. **COPY:** Contractors are presumed to be familiar with AIA Document A201, a copy of which may be obtained from the Professional, or examined in the Professional's office.

END OF SECTION

SECTION 00 80 00

SUPPLEMENTARY CONDITIONS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. **Document:** The following supplements modify, change, delete from, or add to the **General Conditions of the Contract**, AIA Document A201, 2017. When any Article of the **General Conditions** is modified, or deleted, by these *Supplementary Conditions*, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause will remain in effect.

Article 1 GENERAL PROVISIONS

No supplementary conditions.

Article 2 OWNER

No supplementary conditions.

Article 3 CONTRACTOR

No supplementary conditions.

Article 4 ARCHITECT

No supplementary conditions.

Article 5 SUBCONTRACTORS

No supplementary conditions.

Article 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

No supplementary conditions.

Article 7 CHANGES IN THE WORK

7.2.2 Add a new Subparagraph as follows:

The maximum cost included in a Change Order for profit and overhead is limited to twenty percent (20%) of the total of the actual cost for materials, labor and subcontractors. Profit and overhead include: all taxes, fees, permits, insurance, bond, job superintendent, job and home office expense. All Subcontractors shall acquiesce to the same requirements when participating in a Change Order.

Article 8 TIME

8.1 DEFINITIONS

8.1.3 Change this Subparagraph to read as follows:

The date of Substantial Completion is the date certified by the Architect and approved by the Owner in accordance with Paragraph 9.8 entitled "Substantial Completion."

8.3.1 Change this Subparagraph to read as follows:

If the Contractor is delayed at any time in the commencement or progress of the Work by any act of neglect of the Owner or the Architect, or by any employee of either, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or any causes beyond the Contractor's control, or by any other causes which the Architect determines may justify the delay, then the Contract Time may be extended by Change Order for such reasonable time as the Architect may determine, subject to the Owner's approval. Any claim for loss or any delay occasioned by any separate Contractor, or Subcontractor, shall be settled between the Contractor and such other separate Contractor, or Subcontractors.

Article 9 PAYMENTS AND COMPLETION

9.3 APPLICATIONS FOR PAYMENT

9.3.1 Add a new sentence to the end of this Subparagraph:

The form of Application for Payment will be AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet, or a computer generated form containing similar data.

9.3.1.3 Add a new Clause to Subparagraph 9.3.1 as follows:

The Owner will retain, until the Work is one hundred percent (100%) complete, five percent (5%) of the amount due the Contractor on account of progress payments. No reduction in retainage will be made until final payment is made, except that when the initial contract award is in an amount equal to or greater than \$250,000.00, then whenever such Work is fifty percent (50%) complete and on schedule and satisfactory, in the opinion of the Professional with concurrence of the Owner, fifty percent (50%) of the retainage will be returned to the Contractor and two and one-half percent (2.5%) will be retained on all subsequent progress payments.

9.3.1.4 Add a new Clause to Subparagraph 9.3.1 as follows:

The Contractor must submit each month with this Application for Payment a separate letter stating that he is requesting an extension of time or that he had no need for an extension for that period of time. No payment on a monthly application will be made until the letter is received. Complete justification such as weather reports or other pertinent correspondence must be included for each day's request for extension. A Contractor's letter, or statement, will not be considered as adequate justification. The receipt of this request and data by the Owner will not be considered as Owner approval in any way.

9.3.2.1 Add a new Clause to Subparagraph 9.3.2 as follows:

Payment on materials stored at some location other than the building site, may be approved by the Architect and the Owner after the Contractor has submitted the following items:

- .1 An acceptable Lease Agreement between the General Contractor and the owner of the land, or building, where the materials are stored covering the specific area where the materials are located.*
- .2 Consent of Surety, or other acceptable Bond, to cover the materials stored off-site.*
- .3 All Perils Insurance coverage for the full value of the materials stored off-site.*
- .4 A Bill of Sale from the Manufacturer to the General Contractor for the stored materials.*
- .5 A complete list and inventory of materials manufactured, stored and delivered to the storage site and of materials removed from the storage site and delivered to the job site.*
- .6 A review by the Architect of the materials stored off-site prior to release of payment.*
- .7 Guarantee no storage costs, additional delivery fees, or subsequent costs to the Owner.*

9.6.7 Add a new Subparagraph as follows:

The amount retained by the Contractor from each payment to each Subcontractor and material supplier will not exceed the percentage retained by the Owner from the Contractor.

9.7 **FAILURE OF PAYMENT**

9.7.1 Add a new Subparagraph as follows:

The Contractor and the Owner shall be subject to the remedies as prescribed in Section 31-5-25 of the Mississippi Code 1972, Annotated.

9.8 **SUBSTANTIAL COMPLETION**

9.8.4 Add a new sentence at the end of this Subparagraph:

*Substantial Completion shall not be established and final until the Owner approves the Architect's **Certificate of Substantial Completion**.*

9.11 **LIQUIDATED DAMAGES** (add this paragraph heading and subsequent paragraph below)

9.11.1 Add a new Paragraph as follows:

Time being of the essence and a matter of material consideration thereof, a reasonable estimate in advance is established to cover losses incurred by the Owner if the project is not substantially complete on the date set forth in the Contract Documents. The Contractor and his Surety will be liable for and will pay the Owner the sums stipulated in Paragraph 2.2 of the Standard Form of Agreement Between the Owner and the Contractor as fixed and agreed as liquidated damages for each calendar day of delay until the work is substantially complete unless circumstances dictate otherwise in the discretion of the Owner.

Article 10 PROTECTION OF PERSONS AND PROPERTY**10.2 SAFETY OF PERSONS AND PROPERTY**

10.2.5 Change this Subparagraph to read as follows:

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible for Clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.

Article 11 INSURANCE AND BONDS**11.1 CONTRACTOR'S INSURANCE AND BONDS**

11.1.5 Add a new Subparagraph as follows:

The Contractor's limits of liability shall be written for not less than the following:

.1 GENERAL LIABILITY: Commercial General Liability (Including XCU)

General Aggregate.....	\$	1,000,000.00 Aggregate
Products & Completed Operations.....	\$	1,000,000.00 Aggregate
Personal & Advertising Injury.....	\$	500,000.00 Per Occurrence
Bodily Injury & Property Damage.....	\$	500,000.00 Per Occurrence
Fire Damage Liability.....	\$	50,000.00 Per Occurrence
Medical Expense	\$	5,000.00 Per Person

.2 OWNERS & CONTRACTORS PROTECTIVE LIABILITY:

Bodily Injury & Property Damage.....	\$	1,000,000.00 Aggregate
Bodily Injury & Property Damage.....	\$	500,000.00 Per Occurrence

.3 AUTOMOBILE LIABILITY:

(Owned, Non-owned & Hired Vehicles) Contractor Insurance Option Number 1:

Bodily Injury & Property Damage.....	\$	500,000.00 Per Occurrence
<i>(Combined Single Limit)</i>		

Contractor Insurance Option Number 2:

Bodily Injury.....	\$	250,000.00 Per Person
Bodily Injury.....	\$	500,000.00 Per Accident
Property Damage.....	\$	100,000.00 Per Occurrence

.4 EXCESS LIABILITY:

(Umbrella on projects over \$500,000)

Bodily Injury & Property Damage.....	\$	1,000,000.00 Aggregate
<i>(Combined Single Limit)</i>		

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.5 WORKERS' COMPENSATION: (As required by Statute)

EMPLOYERS' LIABILITY:

Accident.....	\$	100,000.00 Per Occurrence
Disease	\$	500,000.00 Policy Limit
Disease	\$	100,000.00 Per Employee

.6 PROPERTY INSURANCE:

Builder's Risk.....	\$	Equal to Value of Work
or		
Installation Floater	\$	Equal to Value of Work

11.1.6 Add a new Subparagraph as follows:

Furnish one (1) copy of the Standard Construction Contract Certificate of Insurance Form for each copy of the Standard Form of Agreement Between Owner and Contractor specifically setting forth evidence of all coverage required by Subparagraphs 11.1.1, 11.1.2 and 11.1.3. Furnish to the Owner copies of any endorsements that are subsequently issued amending limits of coverage.

11.1.7 Add a new Subparagraph as follows:

If the coverages are provided on a claims-made basis, the policy date or retroactive date shall predate the Contract; the termination date, or the policy, or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment.

Article 12 UNCOVERING AND CORRECTION OF WORK

No supplementary conditions.

Article 13 MISCELLANEOUS PROVISIONS

No supplementary conditions.

Article 14 TERMINATION OR SUSPENSION OF THE CONTRACT

No supplementary conditions.

Article 15 CLAIMS AND DISPUTES

No supplementary conditions.

END OF SECTION

SECTION 00 90 00

ADDENDA

1.01 ADDENDA

Any Addendum issued on this Project will be included in Section 00 90 00 and become a part of the *Standard Form of Agreement Between the Owner and the Contractor*.

END OF SECTION

SECTION 00 95 00

ARCHITECT'S SPECIAL CONDITIONS

PART ONE - GENERAL

1.1 OWNERSHIP OF DRAWING AND SPECIFICATIONS

- A. The drawings and specifications and copies thereof furnished by the Architect are his property. All such copies shall be returned to the office of the Architect and shall not be used on any other work. The drawings and specifications are instruments of the Architectural Service rendered.

1.2 VERIFICATION OF DIMENSIONS

- A. Before ordering any materials or doing any work, each Contractor shall verify the dimensions and shall be responsible for the accuracy of such dimensions as they affect the work. No extra compensation will be allowed on account of differences between the dimensions shown on the drawings and actual dimensions.

1.3 PLANS AND SPECIFICATIONS

- A. The specifications and the drawings are intended to be in agreement with each other, and to be mutually explanatory. They are also intended to be complementary and any work or materials called for by either shall be performed and/or furnished as if called for by both.
- B. RELATION OF PLANS AND SPECIFICATIONS:
 - 1. The Architect shall be notified of any discrepancies in the documents.
 - 2. To be equal authority and priority, should they disagree in themselves, or with each other, **bids shall be based on the most expensive combination of quality and quantity of work indicated.** The appropriate Work, in the event of the above mentioned disagreement shall be determined by the Architect.
 - 3. Written dimensions take precedence over scale measurements.
 - 4. Large scale details take precedence over smaller scale details.
 - 5. Architectural Drawings take precedence in regard to dimensions, when in conflict with Mechanical and Structural Drawings, except for the size of structural members.
 - 6. Specifically titled drawings and sections of the specifications take precedence over indication of the item in a collateral way.
 - 7. Existing conditions take precedence over Drawings and Specifications for dimensions.

1.4 FIRES AND TRASH DISPOSAL

- A. No open fires shall be permitted. Trash and construction debris shall be removed from the site and properly disposed of by the Contractor.

1.5 COLOR SCHEDULES

- A. Color schedules will be prepared by the Architect after the Contractor has furnished all necessary submittals, samples, and color chips from the actual suppliers and subcontractors. Delivery of these materials to the Architect shall occur within 30 days after the Notice to Proceed.

1.6 WORKMANSHIP

- A. All work as described or required shall be executed in a neat, skillful manner, in accordance with the best recognized trade practice. Only competent workmen (including the superintendent) who work and perform their duties satisfactorily shall be employed on the project, and when requested by the Architect, the Contractor shall discharge and shall not re-employ on the project any person who commits trespass or who is, in the opinion of the Architect, dangerous, disorderly, insubordinate, incompetent, or otherwise objectionable. Poor or expedient workmanship and substandard materials will not be tolerated. Craftsmen and subcontractors hired for this Project are expected to be of extraordinary quality who takes pride in their work.

1.7 CERTIFIED DRUG FREE WORKPLACE CERTIFICATION

- A. The General Contractor and all Subcontractors shall be enrolled in a certified drug free workplace program that provides periodic and random drug testing to all of employees.
- B. Proof of enrollment in a certified drug free workplace program must be submitted within 10 days after the bid opening.

1.8 SAFETY PROGRAM

- A. The General Contractor and all Subcontractors shall be enrolled in a certified safety program.
- B. Proof of enrollment in a certified safety program must be submitted within 10 days after the bid opening.

1.9 JOB SITE BEHAVIOR

- A. The job site shall be maintained as a clean, safe and healthy work environment:
 - a. Drug, alcohol, and tobacco use is strictly prohibited.
 - b. Foul language and behavior is strictly prohibited.
 - c. Workers shall remain fully clad at all times, including but not limited shirts and shoes.
 - d. All workers shall wear some kind of identification of their employment affiliation either on their shirts or hard hats at all times. This includes all general contractors and subcontractors.

1.10 NON-COMPLIANCE WITH CONTRACT DOCUMENTS

- A. The Architect will charge the rates specified in *Section 00 95 00 Architect's Special Conditions* for any time spent by the Architect or his Consultants pertaining to the Contractor's inability (purposeful or accidental) in following the Contract Documents.

1.11 COMPENSATION TO THE ARCHITECT

- A. The Architect shall be compensated by the Contractor for certain instances specified in this Project Manual.
- B. The Contractor shall compensate the Architect for those instances required by this Project Manual within 30 days of the date stated on the Architect's Invoice for services. The Architect will not execute any further Applications for Payment until any and all of the Architect's outstanding invoices have been paid.
- C. The following page includes the Architect's current compensation rates for the duration of this project.

END OF SECTION

SECTION 01 11 00

SUMMARY OF WORK

1.1 WORK COVERED BY CONTRACT DOCUMENTS

- A. **Work Covered:** Work covered by the Contract Documents is as shown in drawings and described in words in the Project Manual. The Project Title and location is indicated on the first page of this Project Manual.
- B. **Start of Work:** Work shall be started immediately upon issuance of a *Notice to Proceed*. Prior to this, all Contracts and beginning documents will have been executed and insurance in force.
- C. **Time of Completion:** The completion of this Work is to be on, or before, the time indicated in the *Standard Form of Agreement Between the Owner and the Contractor*.
- D. **Contractor's Duties:**
1. Except as specifically noted, provide and pay for:
 - a. Labor, materials and equipment.
 - b. Tools, construction equipment and machinery.
 - c. Water, heat and utilities required for construction.
 - d. Other facilities and services necessary for proper execution and completion of the Work.
 2. Pay legally required sales, consumer, use, payroll, privilege and other taxes.
 3. Secure and pay for, as necessary for proper execution and completion of work, and as applicable at the time of the receipt of the bids:
 - a. Permits.
 - b. Government fees.
 - c. Licenses.
 4. Give required notices.
 5. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on performance of work.
 6. Promptly submit written notice to Professional of observed variance of Contract Documents from legal requirements. It is not the Contractor's responsibility to make certain that drawings and specifications comply with codes and regulations. Appropriate modifications to Contract Documents will adjust necessary changes. Assume responsibility for work known to be contrary to such requirements, without notice.
 7. Enforce strict discipline and good order among employees. Do not employ or work unfit persons, or persons, not skilled in assigned task.
 8. Provide a written safety plan.
- E. **Hazardous Materials:** The Prime General Contractor is responsible for the removal and disposal of any hazardous materials encountered in the performance of the Contract requirements. Hazardous Containing Materials [HCM] include, but are not limited to, Asbestos and Lead Paint and should be identified and removed as a part of the Contract. The absence of details does not relieve the Prime General Contractor from the responsibility of removal and disposal; but, a Change Order could be executed in the absence of identified HCM in the documents.
- F. **Subcontractor's List:** The Prime General Contractor will submit to the Owner a list of all Subcontractors to be used on the Project within seven (7) days after written notice of contract award by the Owner. Any Subcontractor listed must be acceptable to the Owner.

- G. **Coordination:** The Prime General Contractor is responsible for the coordination of the total project. All other Prime Contractors and all Subcontractors will cooperate with the Prime General Contractor so as to facilitate the general progress of the Work. Each trade shall afford all other trades every reasonable opportunity for the installation of their work. Refer to Section 01 41 00 entitled *Project Coordination*.

1.2 CONTRACTS

- A. **Contracts:** Construct work under a single Prime General Contract. Refer to Section 00 50 00 entitled *Agreement Form*.

1.3 WORK BY OTHERS

Work by Others shall be described in each appropriate Project Manual section and noted on the Drawings.

1.4 OWNER-FURNISHED PRODUCTS

- A. **Products Furnished by Owner:** Products furnished by Owner shall be described in each appropriate Project Manual section and noted on the Drawings.
- B. **Products:** Delivered and unloaded at site.
- C. **Owner's Duties:**
1. Schedule delivery date with Supplier in accordance with construction schedule.
 2. Obtain installation drawings and instructions.
 3. Submit claims for transportation damages.
 4. Arrange Guarantees, Warranties, etc..
- D. **Contractor's Duties:**
1. Designate required delivery date for each product in construction schedule.
 2. Promptly inspect delivered products, report missing, damaged, or defective items.
 3. Handle at site, including uncrating and storage.
 4. Protect from exposure to elements and from damage.
 5. Repair or replace damaged items resulting from Contractor's operations.
 6. Install and make final connections.

1.5 CONTRACTOR'S USE OF PREMISES

- A. Confine operations at site to areas permitted by:
1. Law.
 2. Ordinances.
 3. Permits.
 4. Contract Documents.
 5. Owner.
- B. Do not unreasonably encumber site with materials or equipment.
- C. Do not load structure with weight that will endanger structure.
- D. Assume full responsibility for protection and safekeeping of products stored on premises.

- E. Move any stored products which interfere with operations of Owner or other Contractors.
- F. Obtain and pay for use of additional storage or work areas needed for operations.
- G. Limit use of site for work and storage to the area indicated in the drawings.
- H. The Contractor, all Subcontractors, and all employees thereof shall designate the employee parking area. This designated parking area is not to be used for material storage or staging. The Contractor shall be responsible for keeping this area clean and shall check to ensure such at the end of each day.
- I. Material storage and trailers for material storage shall be located within the Construction Limits as indicated on the drawings or as directed by the Owner.

1.06 **SUMMARY OF WORK SUPPLEMENT**

- A. Refer to Section 01 90 00 entitled *Division One Supplement* for Project specific summary of work requirements

1.07 **GOVERNING PROVISIONS**

- A. As required by all provisions listed or shown in these Contract Documents.

END OF SECTION

SECTION 01 20 00

ALLOWANCES

1.1 DESCRIPTION

- A. **Related Work Specified Elsewhere:** Sections of Specifications as listed under Schedule of Allowances.
- B. **Allowances for Products:**
 - 1. Purchase products under each allowance as directed by the Professional.
 - 2. Amount of each allowance includes:
 - a. Net cost of product.
 - b. Delivery and unloading at site.
 - c. Applicable taxes.
 - 3. In addition to amounts of allowances, include in bid, for inclusion in Contract sum, Contractor's costs for:
 - a. Handling at site, including uncrating and storage.
 - b. Protection from elements and damage.
 - c. Labor, installation and finishing.
 - d. Other expenses required to complete installation.
 - e. Overhead and profit.
- C. **Selection of Products:**
 - 1. **Architect's Duties:** Consult with Contractor in consideration of products and Suppliers; make selections, designate products to be used; and, notify Contractor in writing.
 - 2. **Contractor's Duties:** Assist Professional in determining qualified Suppliers; obtain multiple proposals from Suppliers when requested by the Professional; and, make appropriate recommendations for consideration of the Professional. Contractor must then provide the Professional with an itemized invoice for Allowance items. Upon notification of selection, enter into Purchase Agreement with designated Supplier.
- D. **Delivery:** The Contractor is responsible for arranging all delivery and unloading and should promptly inspect products for damage or defects and submit claims for transportation damage.
- E. **Installation:** Comply with requirements of referenced specification section.
- F. **Adjustment of Costs:** Should actual purchase cost be more, or less, than the specified allowance amount, the Contract Sum will be adjusted by Change Order equal to the amount of the difference.

1.2 SCHEDULE OF ALLOWANCES

- A. Refer to Section 01 90 00 entitled *Division One Supplement* for Project specific Schedule of Allowances.

END OF SECTION

SECTION 01 21 00

PROJECT MEETINGS

1.1 DESCRIPTION

- A. **Contractor's Responsibilities:** The General Contractor will administer all progress meetings which include the following:
 1. Prepare agenda
 2. Distribute written notice of meetings seven (7) days in advance
 3. Make physical arrangements for and presiding at the meetings
 4. Record minutes
 5. Distribute copies of the minutes to participants within four (4) days
- B. **Pre-Construction Meeting:** The Architect will schedule a pre-construction meeting as soon as possible after the award of Contract and the issuance of a *Notice to Proceed*.
 1. **Attendance:**
 - a. Owner
 - b. Professional and Consultants
 - c. General Contractor
 - d. Major Subcontractors, including mechanical and electrical
 - e. Representatives of governmental, or other regulatory agencies
 2. **Minimum Agenda:** (prepared by the General Contractor)
 - a. Distribute and discuss list of major Subcontractors and construction schedule
 - b. Critical work sequencing
 - c. Designation of responsible personnel
 - d. Procedures for maintaining record documents
 - e. Use of premises, including office and storage areas
 - f. Owner's requirements
 - g. Security procedures
 - h. Housekeeping procedures
 3. **Utilities:** A written agreement must be reached on how all utilities will be furnished and the rates the Contractor will be charged. This agreement should be resolved at this meeting. Refer to Section 01 50 00 entitled *Construction Facilities and Temporary Controls* of this Project Manual for additional utility requirements.
- C. **Progress Meetings:**
 1. The Contractor will schedule regular meetings at the time of the pre-construction conference
 2. Hold all meetings as progress of work dictates
 3. **Attendance:**
 - a. Owner
 - b. Professional and Consultants
 - c. General Contractor
 - d. Subcontractors, as pertinent to the agenda
 4. **Minimum Agenda:**
 - a. Review, approve minutes of the previous meeting
 - b. Review work progress since last meeting
 - c. Note field reviews, problems and decisions
 - d. Identify problems which impede planned progress
 - e. Review off-site fabrication problems
 - f. Revise construction schedule, as indicated

- g. Plan progress during the next work period
 - h. Review proposed changes
 - i. Review Submittal Logs, RFI Logs & RFP Logs
 - j. Review Contractor's Builder's Risk Insurance
 - k. Review Contract Completion Date
 - l. Complete other current business
5. **Compensation to the Architect:**
- a. On-site meetings must be represented by the general contractor. Any time a meeting occurs between a sub-contractor and the Architect without representation from the general contractor, the Architect will charge the rates specified in *Section 00 95 00 Architect's Special Conditions*.

END OF SECTION

SECTION 01 27 00

APPLICATIONS FOR PAYMENT

1.1 SCOPE

- A. This Section describes procedures for preparing and submitting Applications for Payment by the Contractor.

1.2 APPLICATIONS FOR PAYMENT

A. **Format:**

1. Applications for Payments will be prepared on AIA forms G702 - *Application and Certificate for Payment* and G703 - *Continuation Sheet*; or, a computer generated form containing similar data may be used.

B. **Preparation of Application:**

1. Present required information in typewritten form
2. Execute certification by signature of authorized officer
3. Use data from approved *Schedule of Values*. Provide dollar value in each column for each line item for portion of Work performed and for stored products.
4. List each authorized Change Order as an extension on continuation sheet, listing Change Order number and dollar amount as for an original Item of Work.
5. Prepare Application for Final Payment as specified in Section 01 77 00 entitled *Contract Closeout*.

C. **Submittal Procedures:**

1. Submit five (5) copies of each Application for Payment
2. Submit an updated construction schedule with each Application for Payment as described in Section 01 31 00 entitled *Progress Schedule*.
3. Submit requests for payment at intervals agreed upon by the Professional, Owner and Contractor.
4. Submit requests to the Professional at agreed upon times, or as may be directed otherwise.

D. **Substantiating Data:**

1. Submit data justifying dollar amounts in question when such information is needed.
2. Provide one (1) copy of the data with a cover letter for each submittal.
3. Indicate the Application number, date and line item number and description.

1.3 COMPENSATION TO THE ARCHITECT

1. Contractor will review a preliminary copy of payment. After the Architect reviews an Application for Payment once without approving it, the Contractor shall compensate the Architect for each time the Architect reviews an unapproved Application for Payment. The Architect will charge the rates specified in *Section 00 95 00 Architect's Special Conditions*.

END OF SECTION

SECTION 01 29 00

SCHEDULE OF VALUES

1.1 DESCRIPTION

- A. **Scope:** Submit a *Schedule of Values* to the Professional at least ten (10) days prior to submitting the first Application for Payment. Upon the Professional's request, the Contractor will provide supportive data substantiating their correctness. Use *Schedule of Values* only as basis for Contractor's Application for Payment.
- B. **Form of Submittal:** Submit Schedule of Values on AIA Document G703, or computer generated form containing similar style, using Table of Contents of these Specifications as basis for format for listing costs of work for sections under Divisions 2-16. Identify each line item with number and title as listed in Table of Contents in these Specifications.
- C. **Preparing Schedule of Values:**
1. Itemize separate line item cost for each of the following general cost items: Performance and Payment Bonds, field supervision and layout, temporary facilities and controls, mobilization and taxes.
 2. Itemize separate line item cost for work required by each Section of these Specifications. Break down installed cost into labor and materials with overhead and profit.
 3. For each line item which has installed value of more than \$20,000 break down costs to list major products for operations under each item, rounding figures to nearest dollar. Make sum of total costs of all items listed in Schedule equal to total Contract sum.
 4. If a value line item scope of work or material is determined not necessary and removed from the contract, then the Schedule of Values line item will be used as the real cost for that item.
- D. **Preparing Schedule of Unit Material Values:**
1. Submit separate Schedule of unit prices for materials to be stored on which progress payments will be made. Make form of submittal parallel to Schedule of Values with each line item identified same as line item in Schedule of Values. Include in unit prices only: cost of material, delivery, unloading at site, and sales tax.
 2. Make sure unit prices multiplied by quantities equal material cost of that item in Schedule of Values.
- E. **Review and Resubmittal:** After Professional's review, if requested, revise and resubmit Schedule of Values in same manner.
1. After the Architect reviews the Schedule of Values twice without approving it, the Contractor shall compensate the Architect for each time the Architect reviews an unapproved Schedule of Values. The Architect will charge the rates specified in *Section 00950 Architect's Special Conditions*.

END OF SECTION

SECTION 01 31 00**PROGRESS SCHEDULES****1.1 DESCRIPTION**

- A. **Scope:** Provide projected construction schedules for entire work and revise periodically and at the request of the Architect. The following is a minimum requirement and other type schedules are acceptable with Owner's approval. This type of schedule is acceptable for any Project whose initial Contract award amount if **less than** one (1) million dollars (\$1,000,000).
- B. **Form of Schedules:** Prepare in form of horizontal bar chart.
1. Provide separate horizontal bar column for each trade or operation.
 2. Place in order of the Table of Contents of Specifications.
 3. Identify each column by major Specification section number.
 4. Identify the first work day of each week by horizontal time scale.
 5. Scale and space to allow for updating.
 6. Payment Expectation Schedule: The General Contractor shall provide a Payment Expectation Schedule that projects the anticipated amount of ALL monthly Applications for Payment for this project. It must be completed and approved BEFORE the first Application for Payment is submitted. This Payment Expectation Schedule will directly correlate with the Progress Schedule.
- C. **Contents of Schedule:**
1. Provide complete sequence of construction by activity.
 2. Indicate dates for beginning and completion of each stage of construction.
 3. Identify work of separate floors, separate phases, or other logically grouped activities.
 4. Show projected percentage of completion for each item of work as of first day of month.
- D. **Updating:**
1. Show all changes occurring since previous submission of updated schedule.
 2. Indicate progress of each activity and completion dates.
 3. Provide dates of all mock-ups and major review dates.
- E. **Submittals:**
1. Submit initial schedules to the Professional within fifteen (15) days after date of Notice to Proceed.
 2. Submit to Professional periodically updated schedules accurately depicting progress to first day of each month.
 3. Submit two (2) copies, one (1) to be retained by the Professional and the other forwarded to the Owner.
- A. **Rain Days:**
1. For a rain day to be considered, the Mississippi Branch Experiment Station located nearest to site must have documented it at over 1/10". Their telephone number is 1-601-795-4525. The Contractor shall figure the following number of rain days for each month listed below in his schedule: January-7 days; February-6 days; March-7 days; April-5 days; May-6 days; June-6 days; July-9 days; August-7 days; September-6 days; October-4 days; November-5 days; December-7 days.
 2. Request for rain days shall not be made unless the number of days per month amounting to 1/10" or more exceeds the number of days on the above chart.
 3. Request for rain days shall not be made after the plywood and felt is completed on the building and conditions are such that work can continue in the dry.

SECTION 01 33 00**SHOP DRAWINGS, PRODUCT DATA AND SAMPLES****1.1 DESCRIPTION**

- A. Scope: Submit to the Professional shop drawings, product data and samples required by Specification sections.
- B. Shop Drawings: Original drawings prepared by Contractor, Subcontractor, Supplier, or Distributor which illustrate some portion of the Work; showing fabrication, layout, setting, or erection details.
1. Prepared by a qualified detailer.
 2. Identify details by reference to sheet and detail numbers shown on Contract drawings.
 3. Minimum sheet size: 8 1/2" x 11"
 4. Reproductions for submittals: Opaque diazo or xerographic prints.
- C. **Product Data:**
1. **Manufacturer's Standard Schematic Drawings:** Modify drawings to delete information which is not applicable to the Project. Supplement standard information to provide additional information applicable to the Project.
 2. **Manufacturer's Catalog Sheets, Brochures, Diagrams, Schedules, Performance Charts, Illustrations and Other Standard Descriptive Data:** Clearly mark each copy to identify pertinent materials, products, or models. Show dimensions and clearances required. Show performance characteristics and capacities, wiring diagrams and controls.
- D. **Samples:** Physical examples to illustrate materials, equipment or workmanship and to establish standard by which completed work is judged.
1. **Office Samples:** Of sufficient size and quantity to clearly illustrate functional characteristics of products or material with integrally related parts and attachment devices and full range of color samples. After review, samples remain the property of the Professional until completion of the construction project.
- E. **Field Samples and Mock-ups:**
1. Erect on project site at location acceptable to Professional. Construct each sample, or mock-up, completely including work of all trades required in finished work.
 2. The Superintendent shall get samples of all major materials at full size before ordering the remaining quantities of specified materials. If samples are not approved before the materials are delivered, then the Contractor will be responsible (for the additional time and cost) for replacing non-approved materials with materials that match the approved field sample or mock-up. The mock-up samples will be installed in the size and locations as called for in the drawings. Where mock-ups shown in drawings do not designate size, they shall be 4 ft by 4 by ft min or shall be approved by Architect for size and location. Most mock-up samples will be installed in place but a few will be installed on the ground outside the building for permanent comparison (exemplifying the quality of work expected) to installed work. Required mock-up samples are shown in the drawings and will be designated "MUS" and identified by materials expected, size and location. Any mock-ups required by the specifications that are not shown in the drawings will still abide by the requirements of this Section.
- F. **Contractor's Responsibilities:**
1. Review shop drawings, product data and samples prior to submission.
 2. Verify field measurements, field construction criteria, catalog numbers and similar data.
 3. Coordinate each submittal with requirements of work and of Contract Documents.
 4. Contractor's responsibility for errors and omissions in submittals is not relieved by the

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- Professional's review of submittals.
5. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by Professional's review of submittals unless Professional gives written acceptance of specific deviations.
6. Notify Professional in writing at the time of submission of deviations in submittals from requirements of Contract Documents.
7. Begin no work requiring submittals until the return of submittals bearing Professional's stamp and initials, or signature indicating review.
8. After Professional's review, distribute copies.

G. Submission Requirements:

1. Schedule submission with ample time before dates reviewed submittals will be needed.
2. Submit number of copies of shop drawings and product data which Contractor requires for distribution, plus one (1) copy to be retained by the Professional. Provide two (2) copies to be retained by the Professional for all submittals seeking a Civil, Structural, Mechanical or Electrical review.
3. Submit number of samples specified in each Specification section.
4. Accompany submittals with transmittal letter, in duplicate, containing date, Project title and number; Contractor's name and address; the number of each shop drawings, product data and samples submitted; notification of deviations from Contract Documents; and, other pertinent data.
5. Submittals shall include:
 - a. Date and revision dates.
 - b. Project title and number.
 - c. The names of the Professional, Contractor, Supplier, Manufacturer and separate detailer, when pertinent.
 - d. Identification of product, or material.
 - e. Relation to adjacent structure, or materials.
 - f. Field dimensions clearly identified as such.
 - g. Specification section number.
 - h. Applicable standards such as ASTM number, or federal specifications.
 - i. A blank space (2" x 3") for the Professional's stamp.
 - j. Identification of deviations from Contract Documents.
 - k. Contractor's stamp, initialed or signed, certifying the review of submittal, verification of field measurements and compliance with Contract Documents.
6. All shop drawings and product submittals shall be provided as soon as possible to prevent dealing with discontinued products and delays in the project. Untimely submission will be considered mismanagement by the Contractor.

H. Resubmission Requirements:

1. **Shop Drawings:** Revise initial drawings, as required, and resubmit as specified for initial submittal. Indicate on the drawings any changes which have been made other than those required by the Professional.
2. **Product Data and Samples:** Submit new data and samples, as required, for initial submittal.

I. Distribution of Submittals After Review:

1. Distribute copies of shop drawings and product data which carry Professional's stamp to Contractor's file, job site file, Subcontractor, Supplier and Fabricator.
2. Distribute samples as directed.

J. Professional's Duties:

1. Review submittals with reasonable promptness.
2. Review for design concept of Project and information given in Contract Documents.
3. Review of separate item does not constitute review of an assembly in which item functions.
4. Affix stamp and initials, or signature, certifying the review of submittal.
5. Return submittals to Contractor for distribution.

- K. Compensation to the Architect:** After the Architect reviews any submittal twice without approving it, the Contractor shall compensate the Architect for each time the Architect reviews an unapproved submittals. The Architect will charge the rates specified in *Section 00 95 00 Architect's Special Conditions*.

END OF SECTION

SECTION 01 35 00

ALTERNATES

1.1 DESCRIPTION

- A. **Scope:** This section describes the changes to be made under each alternate.
- B. **General:** The referenced Specification sections contain the pertinent requirements for materials and methods to achieve the work described herein. Coordinate related work and modify surrounding work, as required, to complete the Project under each alternate designated in the Contract.

1.2 DESCRIPTION OF ALTERNATES

- A. Refer to Section 01 90 00 entitled *Division One Supplement* for Project specific description of project Alternates.

END OF SECTION

SECTION 01 41 00

PROJECT COORDINATION

1.1 DESCRIPTION

- A. **Scope:** To set forth procedures, conditions and responsibility for coordination of the total project.
- B. **Project Coordinator:** The General Contractor will designate one (1) individual as Superintendent, as referred to in the General Conditions. Prior to beginning the Work, the name and qualifications will be submitted, in writing, to the Professional. Upon the approval of the Professional and the Owner, the Project Coordinator will remain until the Project is completed and cannot be removed during construction without the written consent of the Owner and the Professional.
- C. **Superintendent:**
 - 1. The Superintendent will write down all instructions given by Professionals on site reviews and will send copies to the Owner and Architect within 4 working days.
 - 2. The Superintendent shall be accompanied by the Architect during the review of the work at all times. If the Superintendent is not present with a note pad to make notes of issues, then the Architect will leave the job site.
 - 3. The Superintendent must be at the job site at all times during the working day. It is understood that sometime the Superintendent must leave the job for various reasons. When this occurs, the Contractor shall notify the Architect. If the Superintendent must be away from the job site for more than an hour, then the Contractor shall supply a suitable temporary Superintendent to replace him during his absence.

1.2 DUTIES OF PROJECT COORDINATOR

- A. **General:**
 - 1. **Coordination:** Coordinate the work of all Subcontractors and Material Suppliers.
 - 2. **Supervision:** Supervise the activities of every phase of work taking place on the Project.
 - 3. **Mechanical/Electrical:** Take special care to coordinate and supervise the work of the plumbing, heating and cooling and electrical Subcontractors.
 - 4. **Communication:** Establish lines of authority and communication at the job site.
 - 5. **Location:** The Project Coordinator must be present on the job all of the time.
 - 6. **Permits:** Assist in obtaining building and special permits required for construction.
- B. **Interpretations of Contract Documents:**
 - 1. **Consultation:** Consult with Architects and Engineers to obtain interpretations.
 - 2. **Assistance:** Assist in resolution of any questions.
 - 3. **Transmission:** Transmit written interpretations to concerned parties.
- C. **Cessation of Work:** Stop all work not in accordance with the requirements of the Contract Documents.
- D. **Division One:** Coordinate and assist in the preparation of all requirements of Division One and specifically as follows:
 - 1. **Cutting and Patching:** Supervise and control all cutting and patching of other trades' work.
 - 2. **Project Meetings:** Schedule and preside at all project meetings. The Contractor must provide complete and comprehensive meeting minutes within 4 working days of any project meetings.
 - 3. **Construction Schedules:** Prepare and submit all construction schedules; supervise work to monitor compliance with schedules.

4. **Shop Drawings, Product Data and Samples:** Administer the processing of all submittals required by the Project Manual.
 5. **Schedule of Values:** Assist in preparation and be knowledgeable of each entry in the Schedule of Values.
 6. **Testing:** Coordinate all required testing.
 7. **Temporary Facilities and Controls:** Allocate, maintain and monitor all temporary facilities.
 8. **Substitutions and Product Options:** Administer the processing of all substitutions.
 9. **Project Closeout:** Conduct final inspections and assist in collection and preparation of closeout documents.
 10. **Cleaning:** Direct and execute a continuing cleaning program throughout construction, requiring each trade to dispose their own debris.
 11. **Project Record Documents:** Maintain up-to-date project record documents. These documents are to be presented at all monthly project meetings for review by the Architect.
 12. **Safety Measures:** Plan and enforce all safety requirements.
- E. **Changes:** Recommend and assist in the preparation of requests to the Professional for any changes in the Contract.
- F. **Application for Payment:** Assist in the preparation and be knowledgeable of each entry in the Application and Certificate for Payment.

1.3 SUBCONTRACTOR'S DUTIES

- A. **General:** The Subcontractor is responsible for coordinating and supervising employees in the work to be accomplished under their part of the Contract.
- B. **Schedules:** Conduct work to assure compliance with construction schedules.
- C. **Suppliers:** Transmit all instructions to Material Suppliers.
- D. **Cooperation:** Cooperate with the Project Coordinator and other Subcontractors.

1.4 OWNER-PURCHASED PRODUCTS

- A. **General:** Cooperate, accept delivery, arrange storage and protect Owner-purchased products until installation, or final acceptance.

END OF SECTION

SECTION 01 42 00

ABBREVIATIONS AND STANDARDS

PART ONE - GENERAL

1.1 THE CONTRACT DOCUMENTS

- B. **DRAWINGS:** The drawings are those enumerated in the list of drawings and identified in the agreement. The drawings, in many instances, are schematic and do not define exact locations of every part and piece of equipment. Items furnished may vary in dimension from the specific item called for in the Contract Documents. In such cases, determine exact position of each part by "on the job" measurements and drawings from equipment suppliers. Coordinate with other Work.
- C. **SPECIFICATION SECTIONS:** Each section governs the complete work of the title, along with work related to the title, no matter where such work is shown on the drawings or mentioned in the specifications.
- D. **SPECIFICATION FORM:** These specifications are of the abbreviated, simplified or streamlined type and include incomplete sentences. Omission of words or phrases such as "The contractor shall", "in conformity therewith", "shall be", "as noted on the drawings", "according to the plans", "a", "the", and "all" are intentional. Omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the drawings.
- E. **ARCHITECT'S AUTHORITY:** Wherever the words "equal", "approved equal", "approved", "satisfactory", "directed", "submitted", "inspected", "selected", or similar words or phrases are used, it shall be assumed that these are actions or opinions of the Architect. An example of such completed phrase is "approved by the Architect."
- F. **APPLICABILITY OF WORK AND WORK RESTRICTIONS:** (Unless specifically noted otherwise) The Contractor shall perform all work shown, mentioned or inferred and shall comply with all work restrictions.

1.2 REFERENCE STANDARDS AND INDUSTRY SPECIFICATIONS

- A. **MINIMUM SPECIFICATIONS:** Any material or operation specified by reference to published specifications of a manufacturer, a society, an association, a code, or other published standard, shall comply with requirements on the listed document which is current and has been officially published on date of receipt of bids. In cases of a conflict within the Contract Documents or between Contract Documents and Governing Codes the more stringent requirements shall govern.
- B. **CERTIFICATION:** The Contractor, when requested, shall furnish a sworn affidavit from the manufacturer certifying that materials and manufacturers products delivered to the job meet requirements specified. However, sworn affidavit shall not relieve the Contractor for responsibility of compliance with any added requirements of Contract Documents.

END OF SECTION

SECTION 01 50 00

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1.1 DESCRIPTION

- A. **Scope:** Work required under this section consists of all temporary construction facilities, services and related items to complete the work indicated on the drawings and described in the Project Manual.
- B. **Standards:**
 - 1. Conform to or exceed all temporary construction requirements stated in the current edition of the **International Building Code** [Chapter entitled *Safeguards During Construction*].
 - 2. Refer to Article 10.1.1 in Section 00 70 00 entitled *General Conditions*.
- C. **Materials:** All materials required by the Work of this section shall be as specified in the respective sections.

1.2 FACILITIES AND CONTROLS

- A. **Access:** The Prime General Contractor shall provide an adequate access and/or roads to the site of the structure, if required for the prosecution of work; and, should also provide and maintain at least two (2) temporary, or permanent, accesses to each working elevation to be permanently occupied. If requested, the Architect will be provided keys to access the site after hours.
- B. **Hoisting Facilities:** The Prime General Contractor shall be responsible for providing suitable capacity and hoisting facilities for all people and materials.
- C. **Field Office and Sheds:** At all times, the Prime General Contractor shall provide and maintain a weatherproof office with telephone, which may also be used by Subcontractors, the Owner and the Professional. Office location will be approved by the Owner. Each general and individual Contractor shall provide suitable watertight/dampproof sheds to house their construction materials.
- D. **Sanitation Facilities:** The Prime General Contractor is responsible for furnishing adequate temporary toilet facilities on the job site.
- E. **Drinking Water:** The Prime General Contractor shall provide at all times sanitary drinking water facilities for all workmen on the job including ice, when required, and paper cups, etc..
- F. **Fire Protection:** The Prime General Contractor shall provide general temporary fire protection. Subcontractors will be responsible for their own.
- G. **Storage:** The Prime General Contractor shall coordinate the allocation of storage areas to the various Subcontractors.
- H. **Temporary Heat:** The Prime General Contractor shall provide heat, fuel and services, as necessary, to protect all work from dampness and cold until final acceptance. If in the late stages of the construction, mechanical and electrical installations will permit, the mechanical and electrical facilities may be used to provide heat and ventilation. However, the Owner is saved harmless of any costs of operation or responsibility as to acceptance of mechanical and/or electrical installations.

- I. **Utilities:** The Prime General Contractor shall make arrangements for and furnish all water, electricity (lighting and power) and other utilities necessary for construction purposes. The prime general contractor should then propose to the Owner and Architect how these utilities will be furnished. If the Owner's existing utilities must be used in order to provide these requirements, then a written agreement must be reached on how all utilities (water and electricity) will be furnished and the rates the Contractor will be charged. If the written agreement is not filed with the Owner, the Contractor waives all rights as to the rates charged. The Owner will then determine all utility rates and assess the charges before final payment is rendered.

J. **Utility Hook-up:**

Water: See Civil Drawings
Natural Gas: See Civil Drawings
Electricity: Mississippi Power

(Note: See Civil and Electrical Drawings for Utility Information and Contact Info if the information is not listed above; if info listed above is different from those listed in Civil and Electrical Drawings then default with info in drawings and call Architect for clarification).

K. **Project Sign:**

1. The requirements and layout for this sign are located in *Section 01 90 00 Division One Supplement*.
2. No other signs shall be displayed on the job site without permission of the Professional. The display of sign advertisements is strictly prohibited.

END OF SECTION

SECTION 01 63 00

SUBSTITUTIONS AND PRODUCT OPTIONS

1.1 DESCRIPTION

- A. **Scope:** To set forth the procedure and conditions for substitutions and to give the product options available to the Contractor.

1.2 PRODUCTS LIST

- A. Within thirty (30) days after the Contract has been signed, the Contractor will submit to the Professional five (5) copies of a complete list of all products proposed for installation.
- B. Tabulate the list by Specification sections.
- C. For products specified under reference standards, include with listing of each product:
 - 1. Name and address of Manufacturer.
 - 2. Trade name.
 - 3. Model, or catalog designation.
 - 4. Manufacturer's data.
 - 5. Performance and test data.
 - 6. Reference standards.

1.3 CONTRACTOR'S OPTIONS

- A. For products specified only by reference standards, select any product meeting product standards by any Manufacturer.
- B. For products specified by naming a minimum of three (3) products or Manufacturers, select any product and Manufacturer named.
- C. For product specified by naming one (1) or more products, but indicating the option of selecting equivalent products by stating "or equal" after specified product, Contractor must submit request, as required for substitution, for any product not specifically named.
- D. For products specified by naming only one (1) product and Manufacturer, an equivalent product will always be accepted if it is equal in all respects. The Contractor must submit a request for substitution as set forth in this Section.
- E. For products specified by naming only one (1) product and Manufacturer and stating no substitutions will be accepted, there is no option and no substitutions will be allowed. This option must have written approval by the Owner before bidding.

1.4 SUBSTITUTIONS

- A. Professional will not consider requests for substitutions during bidding.
- B. Within thirty (30) days after the Contract has been signed, the Professional will consider formal requests from the Contractor for substitution of products in place of those specified. Submit five (5) copies of the request for substitutions. Include in the request:
 - 1. Complete data substantiating compliance of proposed substitutions with Contract Documents.
 - 2. For products:

- a. Product identification including Manufacturer's name and address.
 - b. Manufacturer's literature: Product description, performance and test data and reference standards.
 - c. Samples.
 - d. Name and address of similar products on which product was used and date of installation.
 3. For construction methods:
 - a. Detailed description of proposed method.
 - b. Drawings illustrating methods.
 4. Itemized comparison of proposed substitutions with product or method specified.
 5. Data relating to changes in construction schedule.
 6. Accurate cost data on proposed substitution in comparison with product or method specified.
- C. In making request for substitution, Contractor represents:
1. Proposed product, or method, has been investigated and determined that it is equal or superior in all respects to that specified.
 2. The same guarantee will be provided for substitutions as for product or method specified.
 3. Installation of accepted substitutions will be coordinated into the Work, making such changes required of work to be complete in all respects.
 4. All claims for additional costs related to substitution which consequently become apparent will be waived.
 5. Cost data is complete and includes all related costs under the Contract.
- D. Substitutions will not be considered if:
1. Indicated, or implied, on shop drawings or product data submittals without formal request submitted in accordance with this Section.
 2. Acceptance will require substantial revision of Contract Documents.
 3. In the Professional's judgment, the product, or material, is not equal.

END OF SECTION

SECTION 01 65 00

STARTING OF SYSTEMS

1.1 GENERAL

- A. **Scope:** This Section describes the procedures for start up of all building equipment and systems including necessary demonstration and instructions.

1.2 STARTING SYSTEMS

- A. Coordinate Schedule for start-up of various equipment and systems.
- B. Notify Professional and Owner seven (7) days prior to start-up of each system.
- C. Verify each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, or other conditions which may cause damage.
- D. Verify that tests, meter readings and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of responsible Contractors' personnel in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require Manufacturer to provide authorized representative to be present at site to inspect, check and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report that equipment or system has been properly installed and is functioning correctly.

1.3 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of Products to Owner's personnel prior to date of Substantial Completion.
- B. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- C. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed-upon times, at designated location.
- D. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- E. Owner Training by the Equipment Manufacturer may be done during NON-BUSINESS HOURS; Manufacturer shall include pricing for overtime pay in the bid associated with training sessions that occur after 5pm, before 8am or during weekends to accommodate the Owner's scheduling.

END OF SECTION

SECTION 01 73 00

CUTTING AND PATCHING

1.1 GENERAL DESCRIPTION

- A. **Scope:** To set forth broad, general conditions covering cutting and patching that applies to everyone and everything on the job.
- B. Execute cutting including excavating, fitting, or patching of work required to:
 - 1. Make several parts fit properly.
 - 2. Uncover work to provide for installation of ill-timed work.
 - 3. Remove and replace defective work.
 - 4. Remove and replace work not conforming to Contract requirements.
 - 5. Install specified work in existing construction.
- C. In addition to Contract requirements, upon Professional's written instructions:
 - 1. Uncover work for observation of covered work.
 - 2. Remove samples of installed materials for testing.
 - 3. Remove work to provide alteration of existing work.
- D. Do not cut or alter work of another Contractor without permission.
- E. **Payment of Costs:** Costs caused by ill-timed, or defective work or work not conforming to Contract Documents will be borne by party responsible for ill-timed, defective work, or non-conforming work.

1.2 MATERIALS/PRODUCTS

- A. **Materials for Replacement or Work Removed:** Comply with Specifications for type of work to be accomplished.

1.3 EXECUTION

- A. **Inspection:** Inspect existing conditions of work, including elements subject to movement, or damage during cutting and patching.
- B. **Preparation Prior to Cutting:** Provide shoring, bracing and support, as required, to maintain structural integrity of the building. Provide protection for other portions of work and protection from the elements.
- C. **Performance:**
 - 1. Execute cutting and demolition by methods which prevent damage to other work and will provide surfaces to receive installation of repairs and new work.
 - 2. Execute excavating and backfilling by methods which prevent damage to other work and prevent settlement.
 - 3. Restore work which has been cut or removed; install new products to provide completed work in accordance with requirements of Contract Documents.
 - 4. Refinish entire surfaces, as necessary, to provide an even finish. Refinish continuous surfaces to the nearest intersection and assemblies entirely.

END OF SECTION

SECTION 01 74 00

CLEANING

1.1 DESCRIPTION

- A. **Scope:** Maintain premises and adjacent public properties from accumulations of waste, debris and rubbish caused by operations. At completion of work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials and clean all sight-exposed surfaces; leave Project clean and ready for occupancy.

1.2 PRODUCTS

- A. **Materials:** Use only cleaning materials recommended by Manufacturer of surface to be cleaned. Use cleaning materials only on surfaces recommended by the cleaning materials Manufacturer.

1.3 EXECUTION

- A. **During Construction:** Execute cleaning to insure that building, grounds and adjacent public properties are maintained free from accumulations of waste materials and rubbish. The Contractor shall wet down dry materials and rubbish to lay dust and prevent blowing dust. At reasonable intervals during progress of work, at least daily, the Contractor shall clean site and adjacent public properties and dispose of waste materials, debris and rubbish. Remove waste materials, debris and rubbish from site and legally dispose of at public or private dumping areas off Owner's property. Vacuum clean interior building areas when ready to receive finish painting and continue vacuum cleaning on an as-needed basis until building is ready for substantial completion or occupancy. Handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights. The Contractor shall schedule cleaning operations so that dust or other contaminants resulting from cleaning process will not fall on wet or newly painted surfaces. Contractor shall broom clean daily.
- B. **Final Cleaning:** Employ experienced workmen, or professional cleaners, for final cleaning. In preparation for substantial completion or occupancy, conduct final inspection of sight-exposed interior and exterior surfaces and concealed spaces. Remove grease, dust, dirt, stains, labels, fingerprints and other foreign materials from sight-exposed finishes. Repair, patch and touch up marred surfaces to specified finish to match adjacent surfaces. Broom clean paved surfaces; rake clean other surfaces of grounds. Replace air conditioning filters, if units were operated during construction. Clean ducts, blowers and coils if air conditioning units were operated without filters during construction. Maintain cleaning until Project, or respective portions thereof, is occupied by Owner.

END OF SECTION

SECTION 01 75 00

PROJECT RECORD DOCUMENTS

1.1 DESCRIPTION

A. **Scope:** To set forth the procedure and requirements for keeping project record documents.

1. Provide G.P.S. coordinates for the underground on the record drawings.

B. **Maintenance Documents:**

1. Maintain one (1) copy of all of the following: Contract drawings, Project Manual, Addenda, Change Order(s), reviewed shop drawings, reviewed submittals, hardware schedules, filed and laboratory test records, equipment brochures, parts lists, operating instructions and other modifications to the Contract.
2. Store documents apart from documents used for construction.
3. Maintain documents in clean, dry, legible condition. Do not use record documents for construction purposes.
4. Make documents available, at all times, for inspection by the Professional and the Owner.

C. **Recording:**

1. **General:** Mark all modifications in red pencil. Keep record documents current. Do not permanently conceal any work until required information has been recorded.
2. **Contract Drawings:** Legibly mark to record actual construction.
 - a. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
 - b. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
 - c. Field changes in dimension and detail.
 - d. Changes made by change order(s) or field order(s).
 - e. All Subcontractors shall assist the General Contractor in providing the project record documents. This will assist the Owner in maintenance as well as future modifications to the building and site.
3. **Project Manual and Addenda:** Legibly mark up each section to record Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.
4. **Shop Drawings:** Maintain as record documents. Legibly mark drawings to record changes made after review.
5. **Project Record Drawings in CAD Format:** Contractor is to make project record changes on Architect provided CAD drawings as well. These changes will reflect construction and building systems and shall be as accurate as possible.

D. **Equipment Training:** All training required by the Mechanical, Electrical, etc. specifications of regarding operations of equipment shall be recorded digitally by the General Contractor and distributed to the Owner (via close-out documents), Architect and Engineers.

E. **Submittal:** At completion of Project, deliver two (2) copies of each record document to the Professional, who will transmit both sets to the Owner. The Contractor shall clearly itemize all Project Record Documents on his transmittal.

END OF SECTION

SECTION 01 77 00

CONTRACT CLOSEOUT

1.1 DESCRIPTION

- A. **Scope:** The work required in this Section consists of the final inspections and the submission of all closeout documents and related items to complete the Work indicated on the Drawings and described in the Project Manual. Note that Final Inspection assumes all requirements of Substantial Completion have been met (see *Substantial Completion* in the A201 Contract General Conditions).

1.2 FINAL INSPECTIONS

- A. **Professional's Inspection:** The Contractor shall make written request for a final inspection to the Professional; notice to be given ten (10) days prior to the inspection. A list of any deficiencies, compiled by the Professional, will be corrected by the Contractor. If, in the Professional's judgment, the Project is not ready for a final inspection, the Professional may schedule another inspection.
 - 1. The Architect shall make one visit for Substantial Completion and one visit for Final Inspection. The Contractor shall compensate the Architect for each additional time the Architect visits the site regarding Substantial Completion and/or Final Inspection. The Architect will charge the rates specified in *Section 00 95 00 Architect's Special Conditions*.
 - 2. If the Contractor's list contains an unreasonable number of items (deemed by the Architect), the Architect will not visit the site for Final Inspection until most of these corrections have been made.
- B. **Owner's Inspection:** After the Professional has ascertained the Project to be ready; an Owner's inspection will be scheduled within ten (10) days thereafter. The Contractor will have ten (10) days after the Owner's acceptance to make any corrections of punch list items and to submit closeout documents.
- C. **Correction of Work Before Final Payment:** The Contractor shall promptly remove from the Owner's premises all materials condemned for failure to conform to the Contract, whether incorporated in the Work or not, and the Contractor shall, at his own expense, replace such condemned materials with those conforming to the requirements of the Contract. Failure to remedy such defects after ten (10) days written notice will allow the Owner to make good such defects and such costs shall be deducted from the balance due the Contractor, or charged to the Contractor in the event no payment is due.
- D. **Training:** The Contractor shall coordinate with the Owner all training required by the Specifications. The Contractor will video (at the Contractor's expense) all sessions and provide two (2) copies to the Owner and one (1) to the Architect as part of the Contract Closeout.

1.3 CLOSEOUT DOCUMENTS

Unless otherwise notified, the Contractor shall submit to the Owner through the Professional, three (3) copies of the following before final payment is made:

- A. **Request for Final Payment:** AIA Document G702, current edition, completed in full or a computer generated form having similar data.
- B. **Consent of Surety Company to Final Payment:** AIA Document G707, current edition, completed in full by the Bonding company.

- C. **Power of Attorney:** Closeout documents should be accompanied by an appropriate Power of Attorney.
- D. **Release of Liens and Certification that All Bills Have Been Paid:** AIA Document G706A, current edition, completed in full or a sworn statement and affidavit from the Contractor to the Owner stating that all bills for this job have been paid and that the Owner is released from any and all claims and/or damages.
- E. **Contractor's Affidavit of Payment of Debts and Claims:** AIA Document G706, current edition, completed in full.
- F. **Guarantee of Work:** Sworn statement that all work is guaranteed against defects in materials and workmanship for one (1) year from date of Owner's acceptance, except where specified for longer periods.
1. Word the Guarantee 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. Note: The Contractor shall not modify or add additional clauses or amendments to this statement.
 2. All guarantees and warranties shall be obtained in the Owner's name.
 3. Within the Guaranty period, if repairs or changes are requested in connection with guaranteed work which, in the opinion of the Owner, are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract, the Contractor shall promptly, upon receipt of notice from and without expense to the Owner, place in satisfactory condition building, site, equipment or contents thereof. The Contractor shall make good any work, materials, equipment or contents of said buildings or site which may be disturbed by fulfilling any such Guaranty.
 4. If, after notice, the Contractor fails to proceed promptly to comply with the terms of the Guaranty, the Owner may have the defects corrected and the Contractor and his Sureties shall be liable for all expense incurred.
 5. All special guarantees applicable to definite parts of the work stipulated in the Project Manual or other documents forming part of the Contract shall be subject to the terms of this paragraph during the first year of the life of such special guaranty.
- G. **Project Record Document:** Furnish all other record documents as set forth in Section 01720 entitled *Project Record Documents*.
- H. **Additional Documents Specified Within the Project Manual:** Provide all additional certificates, warranties, guarantees, bonds or documents as called for in the individual sections of the Project Manual. The Contractor is responsible for examining the Project Manual for these requirements.

END OF SECTION

SECTION 01 90 00

DIVISION ONE SUPPLEMENT

PART 1 - SUMMARY OF WORK SUPPLEMENT

1.01 WORK SEQUENCE

- A. Owner will NOT occupy the building during construction, coordinate with Owner's Representative in scheduling work to vacate the areas as the Contractor requires.
- B. Construct work in stages as follows:
 - 1. N/A
 - 2. _____
 - 3. _____

1.02 PARTIAL OWNER OCCUPANCY

- A. Schedule early completion of designated areas for Owner's usage prior to substantial completion of entire Project.
 - 1. N/A
 - 2. _____
- B. Owner will occupy areas for purpose of N/A
- C. Contractor will provide:
 - 1. Access for Owner's personnel
 - 2. Operation of heating, ventilating, air conditioning and electrical systems
 - 3. N/A
- D. Prior to occupancy, execute a *Certificate of Substantial Completion* for designated areas.
- E. Upon occupancy, Owner shall provide:
 - 1. N/A
 - 2. _____

END OF SECTION

SECTION 23 34 00

FANS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Centrifugal fans.
 - 2. Propeller fans.
 - 3. Centrifugal inline fans.
 - 4. Ceiling exhaust fans.
 - 5. Roof mounted fans.
 - 6. Axial flow fans.
 - 7. All fans except where integral with manufactured piece of equipment.

1.3 REFERENCE STANDARDS

- A. ANSI/AFBMA Standard 9 – Load Rating and Fatigue Life for Ball Bearings.
- B. AMCA 99 – Standards Handbook.
- C. AMCA 210 – Laboratory Methods of Testing Fans for Aerodynamic Performance Rating.
- D. AMCA 300 – Reverberant Room Method for Sound Testing of Fans.
- E. AMCA 301 – Methods for Calculating Fan Sound.
- F. ANSI/AFBMA 11 – Load Ratings and Fatigue Life for Roller Bearings.
- G. NFPA 92A – Recommended Practice for Smoke Control Systems.
- H. NFPA 92B – Standard for Smoke Management Systems in Malls, Atria, and Large Areas.
- I. UL 705 – Standard Power Ventilators.
- J. UL 762 – Standard Power Ventilators for Restaurant Exhaust Applications.

1.4 QUALITY ASSURANCE

- A. AMCA certified ratings per applicable AMCA standard based on the testing conducted in an independent laboratory.
- B. Performance Ratings: Conform to AMCA 210 and bear the AMCA Certified Rating Seal.
- C. Sound Ratings: AMCA 301; tested to AMCA 300 and bear the AMCA Certified Sound Rating Seal.
- D. Fabrication: Conform to AMCA 99.
- E. Conform to AMCA Bulletins regarding construction and testing.
 - 1. Fans shall bear AMCA certified rating seal.
- F. Scheduled equipment performance is minimum capacity required.
- G. Scheduled electrical capacity shall be considered as maximum available.
- H. Classification for Spark Resistant Construction, levels A, B, and C conform to AMCA 99.

1.5 SUBMITTALS

- A. See Section 230010 – Mechanical General Provisions.
- B. Submit product data, O&M data, and samples and show item on shop drawings (where shop drawings are required) according to the following table.
 - 1. “R” means required.
 - 2. “R2” means required only for products and equipment differing for the specified manufacturer and model and for “or equals” where specified.

Item	Product Data	O&M Manual	Samples	Shop Drawing
Fans	R	R		R
Performance curves	R			
Sound Power ratings	R			
Motor ratings and electrical characteristics	R			
Dampers, housings, linkages, and operators	R			
Roof curbs	R			R
Fan speed controllers and other accessories	R	R		

- C. Include:
 - 1. Complete graph of fan curves, not just curve for design conditions.
 - 2. Sound power levels:
 - a. Fans 1 horsepower and larger: dB by octave bands.
 - b. Fans less than 1 horsepower: sones.

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Belts: One set(s) for each belt-driven unit.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Named manufacturer model numbers used as example of item and establish minimum level of quality and minimum standard options. Equivalent models of listed manufacturers are acceptable.
 - 1. Loren Cook.
 - 2. Greenheck.
 - 3. PennBarry.
 - 4. Or equal.

2.2 GENERAL

- A. AMCA certification in accordance with ARI Standard 210 and 211, and AMCA Standard 2408 for centrifugal fans.
- B. Fans used shall not increase motor size, increase noise level, or increase tip speed by more than 10 percent, or increase inlet air velocity by more than 20 percent, from specified criteria.
- C. Performance.
 - 1. See fan schedule on the Drawings.
 - 2. Capacities: minimum as scheduled on the Drawings.
 - 3. Brake horsepower rating: Maximum 10 percent above that scheduled on the Drawings.
 - 4. Fans and drives shall be capable of accommodating static pressure variations of plus or minus 10 percent.
 - 5. Motor horsepower: No larger than that scheduled on the Drawings, or compensate Division 26 contractor for any associated cost to increasing motor size.
- D. Wheels.
 - 1. Class as stated per AMCA rating for static pressure.
 - 2. Formed steel or extruded aluminum.
 - 3. Statically and dynamically balanced in its own bearings with a maximum full amplitude shaft deflection at bearings not to exceed 0.001-inch at 1200 RPM.
 - 4. Exposed fan wheels protected by finger proof screen.
- E. Shafts.
 - 1. AISI C-1045 hot rolled and accurately turned, ground, and polished.
 - 2. Sized for a critical speed of at least 125% of maximum RPM.
- F. Motors.

1. Comply with Section 230513 – Motors and Controllers.
2. Provide electrically commutated motor (ECM) where scheduled.

G. Housing.

1. Bolted and welded construction utilizing corrosion resistant fasteners.
2. Scroll wrapper and scroll side panels shall be a minimum 12 gauge steel.
3. The entire fan housing shall have continuously welded seams.
4. Spun inlet bell and shaped cut-off for centrifugal fans.
5. Weatherproof drive covers at utility sets shall have access doors.

H. Direct Drive.

1. Internal thermally protected motor.
2. Speed controller.

I. Belt Drive.

1. Matched, multiple V-belt.
2. Capacity: minimum 1.5 times motor horsepower.
3. Pulleys:
 - a. Cast iron.
 - b. Variable pitch diameter.
 - 1) Except motors with variable speed drives.
 - 2) Fans up to 7-1/2 hp motor.
 - 3) Fans from 10 hp to 25 hp, under 1000 rpm.
 - c. Fixed pitch diameter.
 - 1) All motors with variable speed drives.
 - 2) Fans 10 hp and over 1000 rpm.
 - d. Select at mid point of range.
 - e. For fans that operate as part of the life safety system, provide a minimum of two belts.
4. Automatic belt tensioner to maintain proper belt tension and provide quick belt removal and replacement, where scheduled.
5. Companion sheaves to maintain belts parallel.
6. Drive guards.
 - a. Comply with requirements of State OSHA.
 - b. Provide holes in belt guards for tachometer readings.
 - c. Indoor Belt Drives: 16 gage expanded metal or wire screen enclosure with 70 percent free area and steel frame.
 - d. Outdoor Belt Drives: 16 gage solid galvanized sheet metal with stamped louvers near top and bottom for ventilation.

J. Bearings.

1. Designed and tested specifically for use in air handling applications.
2. Heavy duty regreasable ball or roller type in a cast iron pillow block housing.
3. Bearing shaft mounting mechanism shall be concentric mount, not set screw mount.
4. Grease fittings extended to accessible locations outside housing.

5. Life rating: Minimum 200,000 hours per ABMA Standard 9 or 11 L₅₀ rating, at maximum catalog speed.
- K. Painting.
1. Electrostatically applied, baked polyester powder coating, minimum 2 mil thick.
 2. Paint must exceed 1,000 hour salt spray under ASTM B117 test method.
- L. Discharge: As indicated on Drawings.
- M. Smoke Control Fans.
1. Fans used for smoke control purposes shall comply with the International Building Code.
 2. Belt-drive fans shall have 1.5 times the number of required belts and no less than two belts.
 3. Shall operate within their nameplate rating.
 4. UL listed power ventilator for Smoke Control Systems.
 5. UL listed for 500° F for 4 hours and 1,000° F for 15 minutes.
- N. Roof Curbs: Galvanized steel; mitered and welded corners; 1-1/2-inch-thick, rigid, fiberglass insulation adhered to inside walls; and 1-1/2-inch wood nailer. Size as required to suit roof opening and fan base.
1. Configuration: Built-in cant and mounting flange.
 2. Overall Height: 14 inches minimum (Coordinate heights with roof construction).
 3. Sound Curb: Curb with sound-absorbing insulation.
 4. Pitch Mounting: Manufacture curb for roof slope.
 5. Metal Liner: Galvanized steel.
 6. Burglar Bars: 1/2-inch-thick steel bars welded in place to form 6-inch squares.
 7. Mounting Pedestal: Galvanized steel with removable access panel.
 8. Vented Curb: Unlined with louvered vents in vertical sides.
- 2.3 UTILITY SET FANS
- A. Fan Wheels: Single-width, single inlet; welded to cast-iron or cast-steel hub and spun-steel inlet cone, with hub keyed to shaft.
1. Blade Materials: Steel.
 2. Blade Type: Backward inclined.
 3. Spark-Resistant Construction: AMCA 99, Type B.
- B. Accessories:
1. Inlet and Outlet: Flanged.
 2. Companion Flanges: Rolled flanges for duct connections of same material as housing.
 3. Backdraft Dampers: Gravity actuated with counterweight and interlocking aluminum blades with felt edges in steel frame installed on fan discharge.
 4. Access Door: Gasketed door in scroll with latch-type handles.
 5. Inlet Screens: Removable wire mesh.
 6. Drain Connections: NPS 3/4 threaded coupling drain connection installed at lowest point of housing.
 7. Weather Hoods: Weather resistant with stamped vents over motor and drive compartment.
 8. Speed Controller: Solid-state control to reduce speed from 100 to less than 50 percent.

2.4 CENTRIFUGAL ROOF VENTILATORS

- A. Housing: Removable, top; square, one-piece, aluminum base with venturi inlet cone.
 - 1. Upblast Units: Provide spun-aluminum discharge baffle to direct discharge air upward, with rain and snow drains and grease collector.
 - 2. Hinged Subbase: Galvanized-steel hinged arrangement permitting service and maintenance.
- B. Fan Wheels: Aluminum hub and wheel with backward-inclined blades.
- C. Accessories:
 - 1. Variable-Speed Controller: Solid-state control to reduce speed from 100 to less than 50 percent.
 - 2. Disconnect Switch: Nonfusible type, with thermal-overload protection mounted inside fan housing, factory wired through an internal aluminum conduit.
 - 3. Bird Screens: Removable, 1/2-inch mesh, aluminum or brass wire.
 - 4. Dampers: Counterbalanced, parallel-blade, backdraft dampers mounted in curb base; factory set to close when fan stops.
 - 5. Motorized Dampers: Parallel-blade dampers mounted in curb base with electric actuator; wired to close when fan stops.

2.5 UPBLAST PROPELLER ROOF EXHAUST FANS

- A. Wind Band, Fan Housing, and Base: Reinforced and braced galvanized steel, containing galvanized-steel butterfly dampers and rain trough, motor and drive assembly, and fan wheel.
 - 1. Damper Rods: Steel with bronze bearings.
 - 2. Hinged Subbase: Galvanized-steel hinged arrangement permitting service and maintenance.
- B. Fan Wheel: Replaceable, cast-aluminum, airfoil blades fastened to cast-aluminum hub; factory set pitch angle of blades.

2.6 IN-LINE CENTRIFUGAL FANS

- A. Housing: Split, spun aluminum with aluminum straightening vanes, inlet and outlet flanges, and support bracket adaptable to floor, side wall, or ceiling mounting.
- B. Direct-Drive Units: Motor mounted in airstream, factory wired to disconnect switch located on outside of fan housing; with wheel, inlet cone, and motor on swing-out service door.
- C. Belt-Driven Units: Motor mounted on adjustable base, with adjustable sheaves, enclosure around belts within fan housing, and lubricating tubes from fan bearings extended to outside of fan housing.
- D. Fan Wheels: Aluminum, airfoil blades welded to aluminum hub.
- E. Accessories:
 - 1. Variable-Speed Controller: Solid-state control to reduce speed from 100 to less than 50 percent.
 - 2. Volume-Control Damper: Manually operated with quadrant lock, located in fan outlet.
 - 3. Companion Flanges: For inlet and outlet duct connections.

4. Fan Guards: 1/2- by 1-inch mesh of galvanized steel in removable frame. Provide guard for inlet or outlet for units not connected to ductwork.
5. Motor and Drive Cover (Belt Guard): Epoxy-coated steel.

2.7 LABORATORY EXHAUST FANS

- A. UL 705, Power Ventilators listed.
- B. Direct-drive or belt-drive as indicated on drawings.
- C. Housing corrosion resistant coating:
 1. The first powder coat applied over the prepared surface shall be a zinc rich epoxy primer (no less than 70% zinc) and heated to a gelatinous consistency (partial cure) at which the second powder coat of polyester resin shall be electrostatically applied and simultaneously be cured at a uniform temperature of 400°F.
 2. The coating system, a total thickness of up to 6 mils, is not affected by the UV component of sunlight (does not chalk), and has superior corrosion resistance to acid, alkali, and solvents. Coating system shall exceed 4000 hour ASTM B117 Salt Spray Resistance.
- D. Housing construction:
 1. Fan housing shall be bifurcated, allowing all drive components, including the motor, to be serviced without contact of the contaminated airstream. Must be manufactured of welded steel and meet specification section 2.15 for corrosion resistant coating. No uncoated metal fan parts will be acceptable.
 2. Fan housings that are fabricated of polypropylene or fiberglass that have lower mechanical properties than steel, have rough interior surfaces in which corrosive, hazardous compounds can collect, and / or which chalk and structurally degrade due to the UV component of the sunlight shall not be acceptable.
 3. A high velocity discharge nozzle shall be supplied by the fan manufacturer designed to efficiently handle an outlet velocity of up to 7000 FPM. Discharge stack caps or hinged covers, impeding exhaust flow shall not be permitted.
 4. An integral fan housing drain shall be used to drain rainwater when the fan is de-energized.
 5. A bolted & gasketed access door shall be supplied for impeller inspection and service.
 6. Fan assembly shall be AMCA type C spark resistant construction minimum or as noted on the schedule.
- E. Fan Wheel:
 1. Fan impeller shall be mixed flow design with non-stall characteristics. The impeller shall be electronically balanced both statically and dynamically exceeding AMCA Standards.
 2. Fan impeller shall be manufactured of welded and coated steel.
 3. Vacuum Seal: Fan impeller shall include a secondary fan blade located on the impeller back plate. This secondary impeller shall create a negative pressure at the shaft opening; preventing hazardous or toxic exhaust fumes from escaping through the housing shaft opening. Mechanical shaft seals that wear out and need to be replaced or seal systems that use hoses or tubes that can leak, are not acceptable.
- F. Bypass air plenum:
 1. A bypass air plenum shall be provided as shown on drawings. The plenum shall be provided with bypass air damper(s) for introducing outside air at roof level upstream of the fan, complete with bypass air weatherhood and bird screen.

2. The plenum shall be constructed of welded and coated steel and meet specification section 2.15 for corrosion resistant coating. Plenums that are fabricated of plastics or resins that are combustible and have mechanical properties less than steel shall not be acceptable.
3. The bypass air plenum shall be mounted on factory fabricated roof curb provided by the fan manufacturer.
4. Bypass air damper(s) shall be opposed-blade design for airflow control, airfoil design, fabricated of steel for structural rigidity as standard. Bypass damper(s) shall have plated steel damper rods, stainless steel sleeved bearings, 301 stainless steel jamb seals and the blades shall have polymer edge seals. Damper model shall be equal to or exceed a heavy duty control damper. Damper blade drive linkage shall be set by manufacturer and welded to eliminate linkage slippage. All damper access and service (drive actuators) shall be performed outside of the contaminated airstream.
5. Fan isolation damper(s), shall be parallel-blade design, airfoil design, fabricated of steel for structural rigidity as standard. Damper(s) shall be coated up to 4 mils of chemically resistant Hi-Pro Polyester resin, electrostatically applied and baked. Isolation damper(s) shall have plated steel damper rods stainless steel sleeved bearings, 301 stainless steel jamb seals and the blades shall have polymer edge seals. Damper model shall be equal to or exceed a heavy duty control damper. Damper blade drive linkage shall be set by manufacturer and welded to eliminate linkage slippage. All damper access and service (drive actuators) shall be performed outside of the contaminated airstream.
6. Isolation damper actuator(s), shall be wired to a step-down transformer. Actuator and transformer are located in a weatherproof enclosure.
7. Blower / Plenum vibration isolation shall be limited to neoprene / cork vibration pads.

G. Fan Motors and Drives.

1. Motors shall be premium efficiency, standard NEMA frame, 1800 or 3600 RPM, Totally Enclosed Fan Cooled (TEFC) Explosion Proof with a 1.15 service factor. A factory-mounted NEMA 3R disconnect switch shall be provided for each fan. Motor maintenance shall be accomplished without fan impeller removal or requiring maintenance personnel to access the contaminated exhaust components.
2. Drive belts and sheaves shall be sized for 200% of the motor horsepower, and shall be readily and easily accessible for service. Drive shall consist of a minimum of two belts under all circumstances.
3. Fan shaft to be turned and polished of 316 stainless steel as standard, coated with corrosion resistant coating.
4. Fan shaft bearings shall be Air Handling Quality, ball or roller pillow block type and be sized for an L-10 life of no less than 100,000 hours. Bearings shall be fixed to the fan shaft using concentric mounting locking collars, which reduce vibration, increase service life, and improve serviceability. Bearings that use set screws shall not be allowed.
5. All shaft bearings shall have extended lube lines with Zerk fittings.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Coordinate with work of other trades.
- B. Install fans in accordance with manufacturer's written installation instructions.
- C. See Section 233113 – Metal Ducts for duct connections.
- D. See Section 230900 – Energy Management & Control System.

- E. Flexible duct connection at inlet and outlet: See Section 233113 – Ducts.
- F. Backdraft Dampers.
 - 1. Comply with ASHRAE 90.1 and IMC.
 - 2. Provide backdraft or shutoff dampers for suction or discharge of every exhaust fan as scheduled on the Drawings.
 - 3. See schedules on the Drawings and Section 233300 – Duct Accessories for where fan manufacturer may provide dampers and when specialty damper manufacturer must provide them.
- G. Roof Mounted Fans.
 - 1. Install on factory fabricated curbs.
 - a. Exception: Install Utility fans as indicated on the Drawings.
 - 2. See Division 7 Thermal and Moisture Protection for waterproofing and roofing.
 - 3. Roof curbs:
 - a. Secured to structure with hold down methods as detailed.
 - b. Made fully weatherproof.
- H. Pipe scroll drains to code compliant waste receptacle.

3.2 MOUNTING AND ALIGNMENT

- A. See Section 230548 – Mechanical Sound and Vibration Control.

3.3 INSPECTION

- A. Verify that adequate clearance between fans and adjacent walls or equipment is available to permit maintenance and repairs.

3.4 PRE-OPERATING CHECKS

- A. Do not operate fans for any purpose, temporary or permanent, until:
 - 1. Ductwork is clean.
 - 2. Filters in place.
 - 3. Bearings lubricated.

3.5 TESTING AND ADJUSTING

- A. Before starting fans install belts and motor guards.
- B. Start and test fans in accordance with manufacturers written installation instructions.
- C. Start up and adjust fans to insure proper operation.

- D. The submitted sound power level shall be verified through actual measurements and calculations in accordance with AMCA standards 300 and 301.
- E. After starting fans: Check for objectionable noise or vibration. Correct as needed at no additional cost to the Owner.
- F. Balancing: See Section 230593 – Testing, Adjusting and Balancing.

3.6 TRAINING

- A. See Section 230010 – Mechanical General Provisions.

END OF SECTION 23 34 23

SECTION 233423.10 – SMOKE EVACUATION POWER VENTILATORS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Power Wall Ventilators

1.3 REFERENCE STANDARDS

- A. ANSI/AFBMA Standard 9 – Load Rating and Fatigue Life for Ball Bearings.
- B. AMCA 99 – Standards Handbook.
- C. AMCA 211 – Product Rating Manual for Fan Air Performance.
- D. AMCA 300 – Reverberant Room Method for Sound Testing of Fans.
- E. AMCA 311 – Fan Sound Performance.
- F. ANSI/AFBMA 11 – Load Ratings and Fatigue Life for Roller Bearings.
- G. UL 705 – Standard Power Ventilators.
- H. NFPA 92A – Recommended Practice for Smoke Control Systems.
- I. NFPA 92B – Standard for Smoke Management Systems in Malls, Atria, and Large Areas.

1.4 QUALITY ASSURANCE

- A. AMCA certified ratings per applicable AMCA standard based on the testing conducted in an independent laboratory.
- B. Performance Ratings: Conform to AMCA 210 and bear the AMCA Certified Rating Seal.
- C. Sound Ratings: AMCA 301; tested to AMCA 300 and bear the AMCA Certified Sound Rating Seal.
- D. Fabrication: Conform to AMCA 99.
- E. Conform to AMCA Bulletins regarding construction and testing.

1. Fans shall bear AMCA certified rating seal.

F. Scheduled equipment performance is minimum capacity required.

G. Scheduled electrical capacity shall be considered as maximum available.

1.5 SUBMITTALS

A. See Section 230010 – Mechanical General Provisions.

B. Submit product data, O&M data, and samples and show item on shop drawings (where shop drawings are required) according to the following table.

1. "R" means required.
2. "R2" means required only for products and equipment differing for the specified manufacturer and model and for "or equals" where specified.

Item	Product Data	O&M Manual	Samples	Shop Drawing
Fans	R	R		R
Performance curves	R			
Sound Power ratings	R			
Motor ratings and electrical characteristics	R			
Dampers, housings, linkages, and operators	R			
Roof curbs	R			R
Fan speed controllers and other accessories	R	R		

C. Include:

1. Complete graph of fan curves, not just curve for design conditions.
2. Sound power levels:
 - a. Fans 1 horsepower and larger: dB by octave bands.
 - b. Fans less than 1 horsepower: sones.

1.6 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Belts: One set(s) for each belt-driven unit.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Named manufacturer model numbers used as example of item and establish minimum level of quality and minimum standard options. Equivalent models of listed manufacturers are acceptable.

1. Loren Cook.
2. Greenheck.
3. PennBarry.
4. Or equal.

2.2 GENERAL

- A. AMCA certification in accordance with ARI Standard 210 and 211, and AMCA Standard 2408 for centrifugal fans.
- B. Fans used shall not increase motor size, increase noise level, or increase tip speed by more than 10 percent, or increase inlet air velocity by more than 20 percent, from specified criteria.
- C. Performance.
 1. See fan schedule on the Drawings.
 2. Capacities: minimum as scheduled on the Drawings.
 3. Brake horsepower rating: Maximum 10 percent above that scheduled on the Drawings.
 4. Fans and drives shall be capable of accommodating static pressure variations of plus or minus 10 percent.
 5. Motor horsepower: No larger than that scheduled on the Drawings or compensate Division 26 contractor for any associated cost to increasing motor size.
 6. Sized for a critical speed of at least 125% of maximum RPM.
- D. Painting.
 1. Electrostatically applied, baked polyester powder coating, minimum 2 mil thick.
 2. Paint must exceed 1,000 hour salt spray under ASTM B117 test method.
- E. Discharge: As indicated on Drawings.
- F. Unit shall bear an engraved aluminum nameplate. Nameplate shall indicate design CFM, static pressure, and maximum fan RPM. Unit shall be shipped in ISTA Certified Transit Tested Packaging

2.3 POWER WALL VENTILATORS

- A. Type
 1. Smoke Control Ventilator UL listed for smoke evacuation.
- B. Description
 1. Fan shall be steel construction, side wall mounted, up-blast centrifugal smoke control ventilator
- C. Construction
 1. Heavy gauge steel housing.
 2. Fan shall be of bolted and welded construction utilizing corrosion resistant fasteners. The steel structural components shall be constructed of minimum 14 gauge, bolted to a rigid steel support structure.

3. The steel base shall have continuously welded curb cap corners for maximum leak protection. The discharge baffle shall have a rolled bead for added strength. An integral conduit chase shall be provided through the fan base and into the motor compartment to facilitate wiring connections.
4. Smoke Control Ventilator
 - a. The motor, bearings and drives shall be mounted on a minimum 14 gauge steel power assembly. These components shall be enclosed in a weather-tight compartment, separated from the exhaust airstream.
 - b. A one inch thick, three pound density foil backed heat shield shall be utilized to protect the motor and drive components from excessive heat.
 - c. Unit shall be tested to operate at 500° F for 4 hours per IRI requirements and operate at 1000° F in excess of 15 minutes per SBCCI requirements.

D. Fan Wheels

1. Smoke Control Ventilator
 - a. Centrifugal backward inclined, constructed of steel, including a steel hub.

E. Disconnect Switch

1. Provide with prewired, factory mounted disconnect switch
2. NEMA rated as required below:
 - a. NEMA 3R: Exterior mount, rain-tight
3. Positive electrical shut-off
4. Wired from fan motor to junction box installed within motor compartment

F. Motor

1. Belt Drive
 - a. Motor shall be Nema design B with class B insulation rated for continuous duty and furnished at the specified voltage, phase and enclosure.
 - b. Belts shall be oil and heat resistant, non-static type. Drives shall be precision machined cast iron type, keyed and securely attached to the wheel and motor shafts. Drives shall be sized for 150 percent of the installed motor horsepower. The variable pitch motor drive must be factory set to the specified fan RPM
 - c. Provide with automatic belt tensioner
 - d. Smoke Control Ventilator
 - 1) Motor shall be NEMA design B with class B insulation rated for continuous duty and furnished at the specified voltage, phase and enclosure

G. Accessories:

1. Stainless steel quick release latches to provide access into the motor compartment without the use of tools
2. Lifting lugs
3. Extended Lube lines
4. Bird Screens: Removable, 1/2-inch mesh, steel.
5. Dampers: see plans for exact type
6. Hurricane Rated
7. Hinged Base Kit

- a. Provide a hinged connection between the fan and curb to allow easy access to the wheel and inlet of the fan.
- b. Provide two hinge plates, two latch plates, hinge bolts, aircraft cable and clamps.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Coordinate with work of other trades.
- B. Install fans in accordance with manufacturer's written installation instructions.
- C. See Section 230900 – Energy Management & Control System.
- D. Smoke Evacuation Motorized Dampers.
 1. Comply with ASHRAE 90.1 and IMC.
 2. Provide smoke evacuation motorized dampers for suction or discharge of every exhaust fan as scheduled on the Drawings.
 3. See schedules on the Drawings and Section 233300 – Air Duct Accessories for where fan manufacturer may provide dampers and when specialty damper manufacturer must provide them.
- E. Pipe scroll drains to code compliant waste receptacle.

3.2 MOUNTING AND ALIGNMENT

- A. See Section 230548 – Mechanical Sound and Vibration Control.

3.3 INSPECTION

- A. Verify that adequate clearance between fans and adjacent walls or equipment is available to permit maintenance and repairs.

3.4 PRE-OPERATING CHECKS

- A. Do not operate fans for any purpose, temporary or permanent, until:
 1. Fan is clean.
 2. Bearings lubricated.

3.5 TESTING AND ADJUSTING

- A. Before starting fans install belts and motor guards.
- B. Start and test fans in accordance with manufacturers written installation instructions.
- C. Start up and adjust fans to insure proper operation.

- D. The submitted sound power level shall be verified through actual measurements and calculations in accordance with AMCA standards 300 and 301.
- E. After starting fans: Check for objectionable noise or vibration. Correct as needed at no additional cost to the Owner.
- F. Balancing: See Section 230593 – Testing, Adjusting and Balancing.

3.6 TRAINING

- A. See Section 230010 – Mechanical General Provisions.

END OF SECTION 233423

ADVERTISEMENT FOR BIDS

Sealed bids will be received by the **City of Hattiesburg** at the Hattiesburg City Council Chamber located at **200 Forrest Street, Hattiesburg, MS, 39401** until **10 a.m. local time on Thursday, February 27, 2020**, at which time all proposals will be opened and read aloud for:

**Smoke Evacuation System for Public Safety Complex
701 James Street
Hattiesburg, Mississippi 39401**

Bid documents may be obtained from www.hattiesburgmsbids.com. Electronic bids may be submitted at www.hattiesburgmsbids.com. For any questions regarding the electronic bidding process, please call Plan House at 662-407-0193. Bid preparation shall be in accordance with Instructions to Bidders bound in the Project Manual. 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 in a sealed envelope which is marked in the lower left-hand corner with the legend, **"Smoke Evacuation System"**.

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 or irregularities therein.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

TITLE: Kermas Eaton, City Clerk

Publish on: January 30, 2020 and February 6, 2020

Return Proof to :

City of Hattiesburg
Attn: City Clerk
P O Box 1898
Hattiesburg, MS 39403

Publish in: The Post and Clarion Ledger



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Ronda Cole, Clerk of Council

Date: Tuesday, January 21, 2020

Re: Approve Specifications and Authorize Publication of Advertisement for Term Bids for Demolition and related services.
File Number: 2020-473
Minute Book #

Summary

Approve Specifications and Authorize Publication of Advertisement for Term Bids for Demolition and related services.

Recommendation Statement

I recommend approval of specifications and authorization to publish advertisement for term bids for demolition and related services.

Please place this on the January 21, 2020 City Council meeting for consideration.

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi, will receive sealed bids until February 13, 2020 at 10:00 a.m., in the City Clerks Office, in the City Hall of said City, for furnishing the City's requirements for the following supplies, to-wit:

ITEM: DEMOLITION AND RELATED SERVICES FOR THE CITY OF HATTIESBURG

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi, 39403, (601) 545-4552, which may be obtained upon request.

SEALED BIDS:

Sealed bids must be received in a sealed envelope which is marked in the lower left-hand corner with the word BID and the DEMOLITION AND RELATED SERVICES on which bid is being made and the DATE OF BID OPENING.

The lowest and best bid received will be accepted, subject to the provisions of Section 31 -7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 21st of January.

CITY OF HATTIESBURG, MISSISSIPPI

_____Kermas Eaton/s/_____
CITY CLERK

(S E A L)

Publish Date: January 23, 2020 & January 30, 2020

BID FORM
DEMOLITION
February 13, 2020

Bidders are to indicate the price per hour charged, except where other units are specified, for operating each type of equipment below. Labor cost for the operation of the equipment shall be included in the hourly rate for each. Below each item, complete the description for the year, make, model, and other details where requested. If bidder does not have a particular type of equipment, enter "N/A" in the price per hour field. Additional fields are provided to indicate if the bidder utilizes multiple units.

1. Excavators \$ _____
Year _____ Make _____ Model _____
Year _____ Make _____ Model _____
2. Bulldozers \$ _____
Year _____ Make _____ Model _____
Year _____ Make _____ Model _____
3. Loaders \$ _____
Year _____ Make _____ Model _____
Year _____ Make _____ Model _____
4. Mini-Excavators \$ _____
Year _____ Make _____ Model _____
Year _____ Make _____ Model _____
5. Backhoes \$ _____
Year _____ Make _____ Model _____
Year _____ Make _____ Model _____
6. Brush cutter/brush hogs (attached to driving equipment) \$ _____
Year _____ Make _____ Model _____
Year _____ Make _____ Model _____
7. Compact skid steers or track steers \$ _____
Year _____ Make _____ Model _____
Year _____ Make _____ Model _____
8. Manpower for simple labor (picking up trash & litter,
Loading by hand, simple hand tools, minor repair*) \$ _____
*Materials for repairs will either be purchased directly
By the city or will be reimbursed to the contractor;
Materials will be addressed, when necessary, in specific
Task orders.

9. Hauling trucks with trailers or dump trucks** \$_____ per cu. yd.
**Price should NOT include tipping fees. Majority of project sites for hauling are east of Hwy 49.
Loads are hauled to 98 Waste. Tipping fees will be billed directly to the city.

Description: _____ Capacity: _____ cu. yds.

Description: _____ Capacity: _____ cu. yds.

Description: _____ Capacity: _____ cu. yds.

10. Other Equipment Not Specified

Description: _____ \$_____ per _____

Year _____ Make _____ Model _____

Description: _____ \$_____ per _____

Year _____ Make _____ Model _____

Description: _____ \$_____ per _____

Year _____ Make _____ Model _____

Description: _____ \$_____ per _____

Year _____ Make _____ Model _____

I understand that these prices shall remain firm for the term specified in the notice and that estimates may be required prior to being granted notice to proceed on any task order. I understand that hourly rates payable include only time during which a piece of equipment is actually operating on a task and not en route and not standing by on a site. I also understand that movers for work are required to clearly identify the task/purchase order and property address with which charges are affiliated. I further attest that the declared equipment along with operators to operate said equipment will remain available in order to execute task orders in a timely manner, and that if/when unable to execute in a timely manner, that an alternate bidder may be utilized.

Signature

Date

SPECIFICATIONS FOR ITEM: DEMOLITION AND RELATED SERVICES FOR
THE CITY OF HATTIESBURG

Bidder shall bid on furnishing labor and equipment to demolish dilapidated structures, remove driveways, walkways, and fences. Properties/parcels on which such work will occur include those where the City of Hattiesburg has declared said property(ies) to be in such a state of uncleanness or disrepair so as to be a menace to the public health, safety and welfare of the community. Properties are typically overgrown with grasses and weeds, and the structures thereon are typically dilapidated and in varying degrees of disrepair. Work from one property to another will vary and shall be in conformance with the task order specific to each property.

When demolition is involved, it will include the removal of slabs, foundation, footers, stairs and walkways with the exception of public city sidewalks, and may include the removal of fencing depending upon the specifics of the task order.

Bidder will be properly licensed within the State of Mississippi.

Work performed under the terms of this contract shall not exceed one hundred and fifty thousand dollars (\$150,000.00) per project as provided by state law. The City of Hattiesburg reserves the right to bid any and all projects, in part or in whole, as determined by the City, on an individual basis and have said work performed by the successful bidder, or have work performed under this contract, whichever is in the City's best interest.

Contractor shall have two (2) working days to respond to the City with a task timeline after receipt of task request (Purchase Order). If contractor fails to respond, doesn't meet response timeline, or if the task timeline is insufficient as determined by the City, the City reserves the right to award the work to the alternate.

Pursuant to Section 31-5-51 of the Mississippi Code (Amended) which requires certain vendors have liability insurance, the successful bidder shall furnish to the City of Hattiesburg, before entering into any such contract, proof of general liability insurance coverage in the amount not less than one million dollars (\$1,000,000.00) for bodily injury and property damage.

PRICES shall be FIRM for a period beginning on February 13, 2020, and ending December 31, 2020, items to be purchased as required.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and receipt of invoice(s).

The City of Hattiesburg shall not be responsible for any bid sent via U.S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of sealed bids.

SEALED BIDS must be received by 10:00 a.m., February 13, 2020 in the City Clerk's office at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, in a sealed envelope which is clearly marked in the lower left-hand corner:

BID

ITEM: DEMOLITION AND RELATED SERVICES

FOR CITY OF HATTIESBURG

SUBMITTED BY _____

CERTIFICATE OF RESPONSIBILITY NO. _____

BID DETAILS:

Official bid documents are available at the City Clerk's office at City Hall, 200 Forrest Street, Hattiesburg, MS 39401. Questions may be directed to the City Clerk's office at 601-545-4552.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 21st day of January, 2020.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Chris McGee, Director of Parks and Recreation

cc:

Date: Tuesday, January 21, 2020

Re: Approve the City's purchase of one (1) one grave space located in the North Half (N 1/2) of the Southeast Quarter (SE 1/4), Lot 3, Section 24, at Highland Cemetery Minute Book# 1984-283, in the amount of \$ 175.00 and one (1) grave space located in the South Half (S 1/2) of the Southeast Quarter (SE 1/4) , Lot 14, Section 24, at Highland Cemetery Minute Book# 1984-283 in the amount of \$ 175.00. Total for both spaces \$ 350.00, from Christopher Clements, Authorize manual check for the same.
File Number: 2020-457
Minute Book #

Summary

Approve the City's purchase of one (1) one grave space located in the North Half (N 1/2) of the Southeast Quarter (SE 1/4), Lot 3, Section 24, at Highland Cemetery Minute Book# 1984-283, in the amount of \$ 175.00 and one (1) grave space located in the South Half (S 1/2) of the Southeast Quarter (SE 1/4) , Lot 14, Section 24, at Highland Cemetery Minute Book# 1984-283 in the amount of \$ 175.00. Total for both spaces \$ 350.00, from Christopher Clements, Authorize manual check for the same.

Recommendation Statement

I am recommending approval of Requisition No. 2020-457, Approve the City's purchase of Two Grave spaces.

Please place this on the January 21, 2020 City Council meeting for consideration.

Date: 01/08/2020

To whom it may concern:

I, Christopher Cements am requesting to sell back (2) grave space (s)

Located at Highland Cemetery, In Section 24 Lot 3 N 1/2 of the SE 1/4, to the
24 14 S 1/2 of the SE 1/4

City of Hattiesburg, which was purchased on June 27 1984 at the price

Of \$ 175.⁰⁰ per grave space. Total amount due this request \$ 350.⁰⁰

MB# 1984 Page 283.

Sincerely,

Joseph C. Cements

Mail to:
2604 SUTTON PL.
HATTIESBURG, MS 39402

Phone#

601-520-9539

Approved By:
Deborah Burre
01/08/2020

MB 1984-3/283
541-P. 348

STATE OF MISSISSIPPI,
County of Forrest
City of Hattiesburg

DEED TO CEMETERY LOT
HIGHLAND CEMETERY
HATTIESBURG, MISS.

For and in consideration of the sum of Seven Hundred 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 Commissioner-Clerk does

hereby bargain, sell and convey unto Dr. and Mrs. Joseph H. Clements 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 (E4)

of

Lot Number: 14 in Section Number: 24

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing four (4) grave spaces.

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 or spaces 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 Board of Commissioners of the City of Hattiesburg, Mississippi.

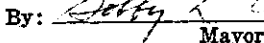
WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting by and through its duly authorized Mayor and Commissioner-Clerk, on this, the

3rd day of July, 1984

ATTEST:


Commissioner-Clerk

CITY OF HATTIESBURG, MISSISSIPPI

By: 
Mayor

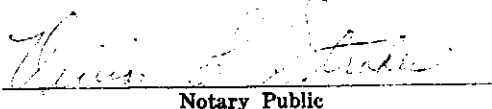
STATE OF MISSISSIPPI,
Forrest County

Personally appeared before me, the undersigned authority in and for said County and State, Bobby L. Chain and W. U. (Bill) Sigler

Mayor and Commissioner-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 3rd day of July,

My Commission expires:
My Commission Expires February 11, 1987


Notary Public

STATE OF MISSISSIPPI, COUNTY OF FORREST

#6167

I Certify that this instrument was filed for record in my office at 2:25

o'clock P M on the 17th day of July, 1984 and was recorded:

Book 541 Page 348 Land Deed Record.

Given under my hand and seal at Hattiesburg, Miss., this 19 day of

July, 1984

JIMMY C. HAYARD

CLERK

GI 7 R PM

GP 7 S PM

349

MB 1984-3/283
541-p. 350

STATE OF MISSISSIPPI,
County of Forrest
City of Hattiesburg

DEED TO CEMETERY LOT
HIGHLAND CEMETERY
HATTIESBURG, MISS.

For and in consideration of the sum of Three Hundred and Fifty 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 Commissioner-Clerk does hereby bargain, sell and convey unto Dr. and Mrs. Joseph H. Clements subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE $\frac{1}{4}$)

of

Lot Number: 3 in Section Number: 24
according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
two (2) grave spaces.

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 or spaces 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 Board of Commissioners of the City of Hattiesburg, Mississippi.

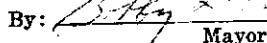
WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting by and through its duly authorized Mayor and Commissioner-Clerk, on this, the

3rd day of July, 1984

ATTEST:


Commissioner-Clerk

CITY OF HATTIESBURG, MISSISSIPPI

By: 
Mayor

STATE OF MISSISSIPPI,
Forrest County

Personally appeared before me, the undersigned authority in and for said County and State,

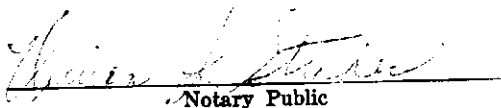
Bobby L. Chain and W. U. (Bill) Sigler,
Mayor and Commissioner-Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned 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 3rd day of July,

19 84

My Commission Expires:

February 11, 1987


Notary Public

STATE OF MISSISSIPPI, COUNTY OF FORREST

I Certify that this instrument was filed for record in my office at Meridian
o'clock 12 M on the 17th day of July, 1920 and was recorded
Book 541 Page 350 Read Record

Given under my hand and seal at Hattiesburg, Miss., this 19 day

July, 1920

JIMMY C. [illegible]

CLERK

CITY OF HATTIESBURG

\$ 350.00Hattiesburg, Miss., 6-27 1984

Receipt for payment in full, for cemetery lot in Highland Cemetery.

SOLD TO Dr. & Mrs. Joseph H. ClementsADDRESS 2913 Williamsburg Rd. CityLot No. 3 Section 241/2 SE 1/4 Lot No. 3 Section 24No. of graves sold on lot 2 Price Per Grave \$ 175.00
Sale subject to cemetery regulations.Price Received \$ 350.00
By John Menden
Supt. of City Cemeteries

CITY OF HATTIESBURG

CITY OF HATTIESBURG

\$ 700.00Hattiesburg, Miss., 6-27 1984

Receipt for payment in full, for cemetery lot in Highland Cemetery.

SOLD TO Dr. & Mrs. Joseph H. ClementsADDRESS 2913 Williamsburg Rd. CityLot No. 14 Section 24E 1/2 1/4 Lot No. 14 Section 24No. of graves sold on lot 4 Price Per Grave \$ 175.00
Sale subject to cemetery regulations.Price Received \$ 700.00
By John Menden
Supt. of City Cemeteries

CITY OF HATTIESBURG

Last Will and Testament

OF
JOSEPH H. CLEMENTS

I, Joseph H. Clements being over the age of twenty-one years, and of sound and disposing mind and memory, and realizing the uncertainty of life and the certainty of death, do hereby make, publish and declare this my Last Will and Testament, revoking all Last Will and Testaments or Codicils heretofore made by me and I do hereby devise and bequeath all of my property as follows, to-wit:

Item Number 1.

It is my desire that all of my just debts be promptly paid after my demise.

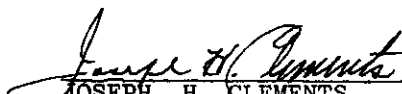
Item Number 2.

I give, will, devise and bequeath all of my property, both real and personal, of every kind and character, and wherever situated to my loving wife, Mary H. Clements. In the event that she does not survive me, or that we die simultaneously it is impossible to determine which of us died first, then I give, will, devise and bequeath all of my property, both real and personal of every kind and character, and wherever situated, to my beloved son, Christopher Clements.

Item Number 3.

I hereby appoint my wife, Mary H. Clements as Executrix of my estate, and in the event that she is unable to serve for any reason, I appoint my son, Christopher Clements as Substitute Executor, each to serve without bond and with full power to dispose of any and all property at public or private sale as in her or his judgment may be advisable.

WITNESS MY SIGNATURE on this, the 14th day of
October, A. D., 1991.


JOSEPH H. CLEMENTS
TESTATOR

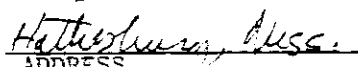
The above and foregoing instrument, consisting of
two pages, was at the date hereof by the said Joseph H.
Clements, executed, signed, sealed, published and declare
to be his Last Will and Testament in the presence of us,
who, at his request and in his presence and in the
presence of each other, have subscribed our names as witnesses
hereto.

WITNESSES:


NAME


ADDRESS


NAME


ADDRESS

Last Will and Testament

OF

MARY H. CLEMENTS

I, Mary H. Clements, being over the age of twenty-one years, and of sound and disposing mind and memory, and realizing the uncertainty of life and the certainty of death, do hereby make, publish and declare this my Last Will and Testament, revoking all Last Will and Testaments or Codicils heretofore made by me and I do hereby devise and bequeath all of my property as follows, to-wit:

Item Number 1.

It is my desire that all of my just debts be promptly paid after my demise.

Item Number 2.

I give, will, devise and bequeath all of my property, both real and personal, of every kind and character, and wherever situated to my loving husband, Joseph H. Clements, in the event that he does not survive me, or that we die simultaneously it is impossible to determine which of us died first, then I give, will, devise and bequeath all of my property, both real and personal of every kind and character, and wherever situated, to my beloved son, Christopher Clements.

Item Number 3.

I hereby appoint my husband, Joseph H. Clements as Executor of my estate, and in the event that he is unable to serve for any reason, I appoint my son, Christopher Clements as Substitute Executor, each to serve without bond and with full power to dispose of any and all property at public or private sale as in his or his judgment may be advisable.

WITNESS MY SIGNATURE on this, the 14th day of
October, A. D., 1991.

Mary H. Clements
MARY H. CLEMENTS
TESTATRIX

The above and foregoing instrument, consisting of
two pages, was at the date hereof by the said Mary H. Clements
executed, signed, sealed, published and declare to be her
Last Will and Testament in the presence of us, who, at her
request and in her presence and in the presence of each
other, have subscribed our names as witnesses hereto.

WITNESSES:

[Signature]
NAME

11532146 Old Hwy. 15
Stallone Lutz, Miss.
ADDRESS



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Chris McGee, Director of Parks and Recreation
cc:
Date: Tuesday, January 21, 2020
Re: Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
File Number: 2020-456
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. 2020-456, Approve the sale of grave spaces.

Please place this on the January 21, 2020 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: December 31, 2019

The following represents the grave spaces sold on December 31, 2019.

Katherine Jordan

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 108, Section 37, Highland Cemetery

Lana Komp

(2) Spaces \$ 350.00

Southeast Quarter (SE ¼)

Lot 125, Section 38, Highland Cemetery

Christopher Family Plot

(4) Spaces \$ 700.00

East Half (E ½)

Lot 37, Section 34, Highland Cemetery

Beverly Faye Young

(1) Space \$ 150.00

West Half (W ½) of the Southeast Quarter (SE ¼)

Lot 36, Section 1, South Hill Cemetery

Estell Wimbley

(1) Space \$150.00

East Half (E ½) of the Northeast Quarter (NE ¼)

Lot 82, Section 1, South Hill Cemetery

Laura Burkett

(2) Spaces \$ 300.00

Southwest Quarter (SW ¼)

Lot 145, Section 1, South Hill Cemetery

Angela Renee Davis

(1) Space \$ 175.00 (Debit Card)

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 125, Section 38, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: January 08, 2020

The following represents the grave spaces sold on January 08, 2020.

Roosevelt Holliman

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 13, Section 30, Highland Cemetery

Lee Gertha Jackson

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 80, Section 25, Highland Cemetery

Larry Joseph Lee, Sr Or Larry Joseph Lee, Jr, or Judson Morgan Lee

(4) Spaces \$ 700.00

North Half (N ½)

Lot 56, Section 1, Highland Cemetery

Mollie Bell

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 7, Section 37, Highland Cemetery

Larry Joseph Lee, Sr Or Larry Joseph Lee, Jr, or Judson Morgan Lee

(1) Space \$ 175.00

West Half (W ½) of the Northwest Quarter (NW ¼)

Lot 57, Section 1, Highland Cemetery

Aron Causey

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 38, Section 36, Highland Cemetery

Michael Taylor

(1) Space \$ 175.00 (Debit Card)

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 57, Section 36, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: January 09, 2020

The following represents the grave spaces sold on January 09, 2020.

Rogers McGilvery

(1) Space \$ 150.00

South Half (S ½) of the 4 Southeast Quarter (SE ¼)

Lot 70, Section 2, South Hill Cemetery

Tommy L. Townsend

(2) Spaces \$ 300.00

Southeast Quarter (SE ¼)

Lot 93, Section 1, South Hill Cemetery

Tommy L. Townsend

(1) Space \$ 150.00

East Half (E ½) of the Southwest Quarter (SW ¼)

Lot 93, Section 1, South Hill Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-30 2019

SOLD TO:

Mr. Mrs. Miss Katherine Jordan

ADDRESS 104 West 2nd St. Hattiesburg, MS 39101

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 108 Section No. 37 in Hattiesburg Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CK #9207

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-26 2019

SOLD TO:

Mr. Mrs. Miss Lana Kemp

ADDRESS 1100 West Beach Blvd. #311 Pass Christian, MS 39371

desires to purchase the grave space described below, subject to Cemetery regulations.

SE 1/2 1/4 Lot No. 125 Section No. 38 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CK #2214

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-37 2019

SOLD TO:

Mr. Mrs. Miss Christopher Family Plot

ADDRESS 4416 Sandlewood Dr. Hattiesburg, MS 39212

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 1/4 Lot No. 37 Section No. 34 in Hattiesburg Cemetery

Number of grave spaces 4 Price per grave space \$ 175.00

Price Received \$ 700.00

CK #2540

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-26 2019

SOLD TO:

Mr. Mrs. Miss

Beverly Faye Young
ADDRESS 1717 Creekmore Ln. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

W $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 36 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

CK# 2469

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-30 2019

SOLD TO:

Mr. Mrs. Miss

Estell Wimbley
ADDRESS 245 Old Airport Rd. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 82 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

CK# 9207

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-20 2019

SOLD TO:

Mr. Mrs. Miss

Laura Burnett

ADDRESS

29 Mc Nair Dr. Relat. MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

SW 145 Lot No. 1 Section No. 1 in Swinth Hill Cemetery

Number of grave spaces

2 Price per grave space \$ 150.00

Price Received \$

300.00

ck #4127

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-26 2019

SOLD TO:

Mr. Mrs. Miss

Angela Renee Davis

ADDRESS

28 Leaf Lane Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S NE 125 Lot No. 38 Section No. 38 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**

Hattiesburg, Miss., 1-1-7 20 20

SOLD TO:

Mr. Mrs. Miss Roosevelt Holloman

ADDRESS 815 Arnold St Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S SE 1/4 Lot No. 13 Section No. 30 in Holloman 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., 12-31 20 19

SOLD TO:

Mr. Mrs. Miss Lee Gertha Jackson

ADDRESS 422 Cypress Ave Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N NW 1/4 Lot No. 80 Section No. 25 in Holloman Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

ck # 1534

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 01-03 20 10

SOLD TO:

Mr. Mrs. Miss Larry Joseph Lee Sr or Larry Joseph Lee Jr or Jackson Marguerite

ADDRESS 200 Bellewood Drive Brandon MS 39042

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 1/4 Lot No. 56 Section No. 1 in Holloman Cemetery

Number of grave spaces 4 Price per grave space \$ 175.00

Price Received \$ 700.00

ck # 1912

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 01-06 2080

SOLD TO:

Mr. Mrs. Miss Mollie Bell

ADDRESS 120 Ruby Ave. Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 7 Section No. 37 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

CK# 4937

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 01-03 2080

SOLD TO:

Mr. Mrs. Miss Larry Joseph Lee, Sr. or Larry Joseph Lee, Jr. or Mrs. Phyllis Lee

ADDRESS 200 Belwood Drive Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

W $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 57 Section No. 1 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

CK# 1912

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 01-06 20 20

SOLD TO:

Mr. Mrs. Miss Aron Causey

ADDRESS 212 Oak St. Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 38 Section No. 36 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 #9211

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 01/06 20 20

SOLD TO:

Mr. Mrs. Miss Michael Taylor

ADDRESS 623 Lakewood Loop, Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 51 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00 CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Baurne
Supt. of City Cemeteries

credit card

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 01-08 2020

SOLD TO:

Mr. Mrs. Miss

Rogers McElvany
ADDRESS 302 Glenhaven Circle Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SE 1/4 Lot No. 70 Section No. 2 in South Hill Cemetery

Number of grave spaces 1

Price per grave space \$ 150.00

Price Received \$

150.00

CK# 7898

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 01-08 2020

SOLD TO:

Mr. Mrs. Miss

Tommy L. Townsend
ADDRESS 139 Hinton Dr. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

— SE 1/4 Lot No. 93 Section No. 1 in South Hill Cemetery

Number of grave spaces 2

Price per grave space \$ 150.00

Price Received \$

300.00

CK# 4138

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 01-08 2020

SOLD TO:

Mr. Mrs. Miss

Tommy L. Townsend
ADDRESS 139 Hinton Dr. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 SW 1/4 Lot No. 93 Section No. 1 in South Hill Cemetery

Number of grave spaces 1

Price per grave space \$ 150.00

Price Received \$

150.00

CK# 4138

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

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 Katherine Jordan, 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 108 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 21st day of January, 2020.

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 21st day of January 2020.

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, Lana Komp, 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 125 Section Number 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day January, 2020.

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 21st day of January, 2020

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 Christopher Family Plot, 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)

Lot Number 37

Section Number: 34

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 21st day of January, 2020.

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 21st day of January, 2020.

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 Beverly Faye Young, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W½) of the Southeast Quarter (SE¼)

Lot Number: 36 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 21st day of January, 2020.

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 21st day of January, 2020.

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 Estell Wimbley, 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 Number: 82 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 21st day of January, 2020.

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 21st day of January, 2020.

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 THREE HUNDRED AND NO/100 Dollars (\$300.00), 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 Laura Burkett, 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: 145

Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing
Two (2) 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 21st day of January, 2020.

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 21st day of January, 2020.

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 Angela Renee 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:

South Half (S½) of the Northeast Quarter (NE¼)

Lot 125 Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of January, 2020.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(SEAL)

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 21st day of January 2020.

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 Roosevelt Holliman, 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 13 Section 30

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 21st day of January, 2020.

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 21st day of January 2020.

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 Lee Gertha Jackson, 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 Northwest Quarter (NW¼)

Lot 80 Section 25

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of January, 2020.

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 21st day of January 2020.

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 Larry Joseph Lee, Sr. or Larry Joseph Lee, Jr or Judson Morgan Lee 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 56

Section Number: 1

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 21st day of January, 2020.

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 21st day of January, 2020.

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 Mollie Bell, 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 Northwest Quarter (NW¼)

Lot 7 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 21st day of January, 2020.

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 21st day of January 2020.

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 Larry Joseph Lee, Sr or Larry Joseph Lee, Jr or Judson Morgan Lee, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W½) of the Northwest Quarter (NW¼)

Lot 57 Section 1

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 21st day of January, 2020.

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 21st day of January 2020.

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 Aron Causey, 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 38 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of January, 2020.

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 21st day of January 2020.

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 Michael Taylor, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southeast Quarter (SE¼)

Lot 57 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of January, 2020.

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 21st day of January 2020.

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 Rogers McGilvery, 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 Number: 70 Section Number: 2

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 21st day of January, 2020.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(SEAL)

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 21st day of January, 2020.

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 THREE HUNDRED AND NO/100 Dollars (\$300.00), 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 Tommy L. Townsend, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE $\frac{1}{4}$)

Lot Number: 93

Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing
Two (2) 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 21st day of January, 2020.

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 21st day of January, 2020.

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 Tommy L. Townsend, 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 Southwest Quarter (SW¼)

Lot Number: 93 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 21st day of January, 2020.

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 21st day of January, 2020.

My Commission Expires:

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, January 21, 2020

Re: Approve claims docket for the period ending January 17, 2020.
File Number: 2020-488
Minute Book #

Summary

Claim Docket for period ending January 17, 2020.

Recommendation Statement

I recommend approval of the claims docket.

Please place this on the January 21, 2020 City Council meeting for consideration.

00001 ANOINTED HANDS SERVICES, 6375 TRAFFIC	00195048 19001974	SERVS 12/19 TRAFFIC/CONSTR	01/17/20	274947	375.00-
00001 ANOINTED HANDS SERVICES, 6375 ENGR	00195048 19001975	SERVS 12/19 ENGR DEPT	01/17/20	274947	495.00-
00001 ANOINTED HANDS SERVICES, 6385	00195149 19001976	SERVS 12/19 SANIT DEPT	01/17/20	274947	795.00-
00001 ANOINTED HANDS SERVICES, 6376	00195899 19002024	SERVS 12/19 EMP MED CLINIC	01/17/20	274947	280.00-

ANOINTED HANDS SERVICES,					
Sum					1,945.00-
00001 ARNOLD LINE WATER ASSN I 2145 12/17/1	00020204 19001942	SERV 11/18-12/17 #8 FIRE STA	01/17/20	274949	26.00-

ARNOLD LINE WATER ASSN I					
Sum					26.00-
00001 ASSN OF FLOODPLAIN MGRS 2020 MBRSH	00196047 19002221	2020 MBRSH DUES LOWREY	01/17/20	274950	75.00-
00001 ASSN OF FLOODPLAIN MGRS 2020 MBRSH	00196047 19002222	2020 MBRSH DUES WILLIAMS	01/17/20	274950	75.00-
00001 ASSN OF FLOODPLAIN MGRS 2020 MBRSH	00196047 19002223	2020 MBRSH DUES MITCHELL	01/17/20	274950	75.00-

ASSN OF FLOODPLAIN MGRS					
Sum					225.00-
00001 AT&T	601M31822200	02020226 19001941 SERV 12/23-1/22/20	01/17/20	274951	413.50-
00001 AT&T	601M23905500	00020204 19002216 AUTO LOC 12/18-1/27/20	01/17/20	274952	202.00-
00001 AT&T	601M81832700	02020254 19002294 MNTHLY SERV 1/20 VARI	01/17/20	274953	14,127.81-

AT&T					
Sum					14,743.31-
00001 AT&T LONG DISTANCE SERVI	0272148286	02020250 19002217 L/DIST SERV 1/20 ONE NET	01/17/20	274954	175.12-

AT&T LONG DISTANCE SERVI					
Sum					175.12-
00001 AT&T MOBILITY	287289913717	00195933 19002097 WIRELESS SERV 12/19	01/17/20	274955	4,680.84-
00001 AT&T MOBILITY	287290252011	00196015 19002210 WIRELESS SERV 12/19	01/17/20	274955	1,681.89-
00001 AT&T MOBILITY	287290217384	00196021 19002278 WIRELESS SERV 12/19	01/17/20	274955	1,013.58-

AT&T MOBILITY					
Sum					7,376.31-
00001 AUTO ARMATURE SERVICE IN	19556	00195813 19001953 BATTERY U#16767	01/17/20	274956	164.95-
00001 AUTO ARMATURE SERVICE IN	19544	00195500 19002139 BATTERY U#15084	01/17/20	274956	166.95-
00001 AUTO ARMATURE SERVICE IN	19576	00195609 19002140 BATTERIES U#12688	01/17/20	274956	500.85-
00001 AUTO ARMATURE SERVICE IN	19700	00196000 19002188 ALTERNATOR U#15398	01/17/20	274956	209.95-
00001 AUTO ARMATURE SERVICE IN	19161	00196000 19002189 BATTERY U#17114	01/17/20	274956	142.95-
00001 AUTO ARMATURE SERVICE IN	19573	00196000 19002190 BATTERY U#16768	01/17/20	274956	164.95-

AUTO ARMATURE SERVICE IN					
Sum					1,350.60-
00001 AXON ENTERPRISE, INC	SI-1629202	00195089 19001952 TASER CARTRIDGES	01/17/20	274958	3,800.00-

AXON ENTERPRISE, INC					
Sum					3,800.00-
00001 BARRACUDA NETWORKS INC	INV549636	00195100 19002009 BARRACUDA EMAIL SECURITY	01/17/20	274961	3,030.72-

BARRACUDA NETWORKS INC					
Sum					3,030.72-

00001 BATTERY WORLD	186612	00195645 19001922 REPR PTS U#15064 FIRE DEPT	01/17/20	274962	35.00-

BATTERY WORLD					
Sum					35.00-
00001 BENNETT'S LOCK & KEY SHO	066830	00196134 19002347 KEYS NEW SERVICE CENTER	01/17/20	274967	11.25-

BENNETT'S LOCK & KEY SHO					
Sum					11.25-
00001 BLOSSMAN GAS INC	8917963	00195895 19002138 PROPANE U#20067 PUBLIC WORKS	01/17/20	274969	45.50-

BLOSSMAN GAS INC					
Sum					45.50-
00001 BRACKMAN MOWER WAREHOUSE	50628	00195946 19002186 BACK PACK BLOWER TRAIN DEPOT	01/17/20	274973	329.00-

BRACKMAN MOWER WAREHOUSE					
Sum					329.00-
00001 BUCKHALTER, LASHUANDA	TRAVEL REIMB	00195857 19002013 EXPNS LAW HIRING EXPO	01/17/20	274976	26.58-

BUCKHALTER, LASHUANDA					
Sum					26.58-
00001 C A L E A INC	REG PARKER 3	00195992 19002370 REG PARKER CONF ORLANDO	01/17/20	274978	715.00-
00001 C A L E A INC	REG SEALY 3/	00195992 19002371 REG SEALY CONF ORLANDO	01/17/20	274978	715.00-
00001 C A L E A INC	REG FLEMING	00195992 19002372 REG FLEMING CONF ORLANDO	01/17/20	274978	715.00-
00001 C A L E A INC	REG NORRIS 3	00195992 19002373 REG NORRIS CONF ORLANDO	01/17/20	274978	715.00-

C A L E A INC					
Sum					2,860.00-
00001 C D W GOVERNMENT	VZT2027	00195273 19002187 ADOBE PHOTOSHOP FOR P.I.O.	01/17/20	274979	261.31-

C D W GOVERNMENT					
Sum					261.31-
00001 C SPIRE BUSINESS (FORMER	HM266975	00195789 19001908 TELECONFERENCE SERVS COURT	01/17/20	274980	28.95-

C SPIRE BUSINESS (FORMER					
Sum					28.95-
00001 CARQUEST AUTO PARTS STOR	14758-134895	00195769 19002067 REPR PTS VARI FIRE UNITS	01/17/20	274984	134.48-
00001 CARQUEST AUTO PARTS STOR	14758-134843	00195830 19002068 REPR PTS U#14497 TRAFFIC	01/17/20	274984	335.90-
00001 CARQUEST AUTO PARTS STOR	14758-134717	00195753 19002069 AIR COMPRESSOR OIL CONSTR DEP	01/17/20	274984	36.99-
00001 CARQUEST AUTO PARTS STOR	14758-134844	00195837 19002072 REPR PTS U#15395 ANIMAL CNTRL	01/17/20	274984	129.99-
00001 CARQUEST AUTO PARTS STOR	14758-134722	00195758 19002076 REPR PTS U#16768 POLICE	01/17/20	274984	30.66-
00001 CARQUEST AUTO PARTS STOR	14758-134723	00195758 19002077 REPR PTS U#18326 POLICE	01/17/20	274984	149.90-
00001 CARQUEST AUTO PARTS STOR	14758-134724	00195758 19002078 REPR PTS U#16768 POLICE	01/17/20	274984	39.69-
00001 CARQUEST AUTO PARTS STOR	14758-134725	00195758 19002079 REPR PTS POLICE STOCK	01/17/20	274984	195.80-
00001 CARQUEST AUTO PARTS STOR	14758-134726	00195758 19002080 REPR PTS U#16768 POLICE	01/17/20	274984	72.03-
00001 CARQUEST AUTO PARTS STOR	14758-134727	00195758 19002081 REPR PTS U#16768 POLICE	01/17/20	274984	341.90-
00001 CARQUEST AUTO PARTS STOR	14758-134729	00195758 19002082 REPR PTS U#19343 POLICE	01/17/20	274984	34.60-
00001 CARQUEST AUTO PARTS STOR	14758-134909	00195829 19002083 REPR PTS U#17113 POLICE	01/17/20	274984	127.32-
00001 CARQUEST AUTO PARTS STOR	14758-134903	00195829 19002084 REPR PTS U#19343 POLICE	01/17/20	274984	34.60-
00001 CARQUEST AUTO PARTS STOR	14758-134910	00195829 19002085 REPR PTS POLICE STOCK	01/17/20	274984	35.88-
00001 CARQUEST AUTO PARTS STOR	14758-134911	00195829 19002086 REPR PTS POLICE STOCK	01/17/20	274984	51.38-
00001 CARQUEST AUTO PARTS STOR	14758-134849	00195838 19002087 REPR PTS U#16767 POLICE	01/17/20	274984	200.28-
00001 CARQUEST AUTO PARTS STOR	14758-134847	00195838 19002088 REPR PTS U#18667 POLICE	01/17/20	274984	102.23-

00001	CARQUEST	AUTO	PARTS	STOR	14758-134848	00195838	19002089	REPR	PTS	U#19703	POLICE	01/17/20	274984	59.02-
00001	CARQUEST	AUTO	PARTS	STOR	14758-134850	00195838	19002090	REPR	PTS	U#20425	POLICE	01/17/20	274984	264.77-
00001	CARQUEST	AUTO	PARTS	STOR	14758-134853	00195838	19002091	REPR	PTS	U#20425	POLICE	01/17/20	274984	196.12-
00001	CARQUEST	AUTO	PARTS	STOR	14758-134852	00195838	19002092	REPR	PTS	POLICE	STOCK	01/17/20	274984	38.78-
00001	CARQUEST	AUTO	PARTS	STOR	14758-134846	00195838	19002093	REPR	PTS	POLICE	STOCK	01/17/20	274984	251.28-
00001	CARQUEST	AUTO	PARTS	STOR	14758-134854	00195838	19002094	REPR	PTS	U#1979	POLICE	01/17/20	274984	32.88-
00001	CARQUEST	AUTO	PARTS	STOR	14758-134845	00195838	19002095	REPR	PTS	U#18331	POLICE	01/17/20	274984	278.32-
00001	CARQUEST	AUTO	PARTS	STOR	14758-134855	00195838	19002096	REPR	PTS	U#19816	POLICE	01/17/20	274984	28.70-
00001	CARQUEST	AUTO	PARTS	STOR	14758-135027	00195919	19002099	REPR	PTS	U#14694	FIRE DEPT	01/17/20	274984	85.29-
00001	CARQUEST	AUTO	PARTS	STOR	14758-134625	00195746	19002108	REPR	PTS	U#10690	CONSTR	01/17/20	274984	272.13-
00001	CARQUEST	AUTO	PARTS	STOR	14758-134958	00195871	19002110	HEADLIGHTS			FOR SANIT UNITS	01/17/20	274984	125.90-
00001	CARQUEST	AUTO	PARTS	STOR	14758-134715	00195756	19002141	REPR	PTS	U#13062	PUBLIC WORKS	01/17/20	274984	33.04-
00001	CARQUEST	AUTO	PARTS	STOR	14758-134081	00195386	19002284	REPR	PTS	U#17528	TRAFFIC	01/17/20	274984	45.87-
00001	CARQUEST	AUTO	PARTS	STOR	14758-135243	00196032	19002285	REPR	PTS	U#16239	STREET	01/17/20	274984	64.16-
00001	CARQUEST	AUTO	PARTS	STOR	14758-135304	00196068	19002352	REPR	PTS/SUPP		CEMETERY SHOP	01/17/20	274984	73.40-
00001	CARQUEST	AUTO	PARTS	STOR	14758-135310	00196080	19002378	REPR	PTS	U#19101	CONSTR	01/17/20	274984	31.00-

CARQUEST AUTO PARTS STOR														
Sum														3,934.29-
00001	CAVENDER'S				35881	00193601	19002230	UNIFORM	BOOTS	WYNN	POLICE	01/17/20	274985	179.99-

CAVENDER'S														
Sum														179.99-
00001	CENTER FOR GOVERNMENT AN	REG C JONES			00195776	19001915	REG JONES	MUN	CLERK	TRAINING		01/17/20	274986	200.00-
00001	CENTER FOR GOVERNMENT AN	REG EATON 4/			00196206	19002360	REG EATON	ATHENIAN	WORKSHOP			01/17/20	274987	100.00-
00001	CENTER FOR GOVERNMENT AN	REG A JONES			00196212	19002361	REG A JONES	CMP	ACADEMY	HBRG		01/17/20	274988	200.00-

CENTER FOR GOVERNMENT AN														
Sum														500.00-
00001	CINTAS CORPORATION	#J66	4038654828		00195771	19001930	UNIFORMS	12/30	PUBLIC	WORKS		01/17/20	274996	110.38-
00001	CINTAS CORPORATION	#J66	4038654803		00195771	19001931	UNIFORMS	12/30	PUBLIC	WORKS		01/17/20	274996	91.77-
00001	CINTAS CORPORATION	#J66	4038655037		00195771	19001932	UNIFORMS	12/30	PUBLIC	WORKS		01/17/20	274996	77.04-
00001	CINTAS CORPORATION	#J66	4038654991		00195771	19001933	UNIFORMS	12/30	PUBLIC	WORKS		01/17/20	274996	48.73-
00001	CINTAS CORPORATION	#J66	4038654866		00195771	19001934	UNIFORMS	12/30	PUBLIC	WORKS		01/17/20	274996	25.66-
00001	CINTAS CORPORATION	#J66	4038655053		00195771	19001935	UNIFORMS	12/30	PUBLIC	WORKS		01/17/20	274996	23.25-
00001	CINTAS CORPORATION	#J66	4036349908		00195812	19001960	UNIFORMS	12/02	CEM/FORESTRY			01/17/20	274996	65.45-
00001	CINTAS CORPORATION	#J66	4036910607		00195812	19001961	UNIFORMS	12/09	CEM/FORESTRY			01/17/20	274996	65.45-
00001	CINTAS CORPORATION	#J66	4037496949		00195812	19001962	UNIFORMS	12/16	CEM/FORESTRY			01/17/20	274996	65.45-
00001	CINTAS CORPORATION	#J66	4038100618		00195812	19001963	UNIFORMS	12/23	CEM/FORESTRY			01/17/20	274996	65.45-
00001	CINTAS CORPORATION	#J66	4038657475		00195812	19001964	UNIFORMS	12/30	CEM/FORESTRY			01/17/20	274996	65.45-
00001	CINTAS CORPORATION	#J66	4036349857		00195812	19001965	MOP/MAT	12/02	CEM/FORESTRY			01/17/20	274996	15.70-
00001	CINTAS CORPORATION	#J66	4036910603		00195812	19001966	MOP/MAT	12/09	CEM/FORESTRY			01/17/20	274996	15.70-
00001	CINTAS CORPORATION	#J66	4037496916		00195812	19001967	MOP/MAT	12/16	CEM/FORESTRY			01/17/20	274996	15.70-
00001	CINTAS CORPORATION	#J66	4038100475		00195812	19001968	MOP/MAT	12/23	CEM/FORESTRY			01/17/20	274996	15.70-
00001	CINTAS CORPORATION	#J66	4038657365		00195812	19001969	MOP/MAT	12/30	CEM/FORESTRY			01/17/20	274996	15.70-
00001	CINTAS CORPORATION	#J66	4038654988		00195867	19001982	UNIFORMS	12/30	TRAFFIC	DEPT		01/17/20	274996	32.27-
00001	CINTAS CORPORATION	#J66	4038655113		00195867	19001983	MOP/MAT	12/30	TRAFFIC	DEPT		01/17/20	274996	7.90-
00001	CINTAS CORPORATION	#J66	4038685054		00195819	19002020	UNIFORMS	12/30	SANIT			01/17/20	274996	139.97-
00001	CINTAS CORPORATION	#J66	4038097952		00195819	19002021	UNIFORMS	12/23	SANIT			01/17/20	274996	139.97-
00001	CINTAS CORPORATION	#J66	4039219791		00195912	19002052	UNIFORMS	1/06	TRAFFIC			01/17/20	274996	32.27-
00001	CINTAS CORPORATION	#J66	4039219856		00195912	19002053	MOP/MAT	1/06	TRAFFIC			01/17/20	274996	7.90-
00001	CINTAS CORPORATION	#J66	4039219687		00195883	19002054	UNIFORMS	1/06	PUBLIC	WORKS		01/17/20	274996	110.38-

00001	CINTAS CORPORATION	#J66	4039219508	00195883	19002055	UNIFORMS	1/06	PUBLIC WORKS	01/17/20	274996	93.67-
00001	CINTAS CORPORATION	#J66	4039219810	00195883	19002056	UNIFORMS	1/06	PUBLIC WORKS	01/17/20	274996	77.94-
00001	CINTAS CORPORATION	#J66	4039219797	00195883	19002057	UNIFORMS	1/06	PUBLIC WORKS	01/17/20	274996	48.73-
00001	CINTAS CORPORATION	#J66	4039219656	00195883	19002058	UNIFORMS	1/06	PUBLIC WORKS	01/17/20	274996	25.66-
00001	CINTAS CORPORATION	#J66	4039219869	00195883	19002059	UNIFORMS	1/06	PUBLIC WORKS	01/17/20	274996	23.25-
00001	CINTAS CORPORATION	#J66	4038654916	00195884	19002060	UNIFORMS	12/30	P/W SHOP	01/17/20	274996	35.72-
00001	CINTAS CORPORATION	#J66	4038654661	00195884	19002061	UNIFORMS	12/30	CONSTR	01/17/20	274996	74.29-
00001	CINTAS CORPORATION	#J66	4039219725	00195920	19002062	UNIFORMS	1/06	P/W SHOP	01/17/20	274996	35.72-
00001	CINTAS CORPORATION	#J66	4039219635	00195920	19002063	UNIFORMS	1/06	CONSTR	01/17/20	274996	74.29-
00001	CINTAS CORPORATION	#J66	4039219817	00195928	19002117	UNIFORMS	1/06	SANIT	01/17/20	274996	139.97-
00001	CINTAS CORPORATION	#J66	4039795026	00196100	19002301	UNIFORMS	1/13	PUBLIC WORKS	01/17/20	274996	125.92-
00001	CINTAS CORPORATION	#J66	4039795098	00196100	19002302	UNIFORMS	1/13	PUBLIC WORKS	01/17/20	274996	110.38-
00001	CINTAS CORPORATION	#J66	4039795253	00196100	19002303	UNIFORMS	1/13	PUBLIC WORKS	01/17/20	274996	77.04-
00001	CINTAS CORPORATION	#J66	4039795180	00196100	19002304	UNIFORMS	1/13	PUBLIC WORKS	01/17/20	274996	48.73-
00001	CINTAS CORPORATION	#J66	4039795064	00196100	19002305	UNIFORMS	1/13	PUBLIC WORKS	01/17/20	274996	25.66-
00001	CINTAS CORPORATION	#J66	4039795246	00196100	19002306	UNIFORMS	1/13	PUBLIC WORKS	01/17/20	274996	23.25-
00001	CINTAS CORPORATION	#J66	4039795186	00196106	19002307	UNIFORMS	1/14	P/W SHOP	01/17/20	274996	35.72-
00001	CINTAS CORPORATION	#J66	4039794961	00196106	19002308	UNIFORMS	1/13	CONSTR	01/17/20	274996	74.29-
00001	CINTAS CORPORATION	#J66	4039795285	00196096	19002309	UNIFORMS	1/13	SANIT	01/17/20	274996	139.97-
00001	CINTAS CORPORATION	#J66	4039795200	00196167	19002337	UNIFORMS	1/13	TRAFFIC	01/17/20	274996	32.27-
00001	CINTAS CORPORATION	#J66	4039795266	00196167	19002338	MOP/MAT	1/13	TRAFFIC	01/17/20	274996	7.90-

CINTAS CORPORATION #J66											
Sum											2,583.61-
00001	CITY OF HATTIESBURG FUND	TRF 2ND 1/20	02020265	19002369	TRF 2ND 1/20	PAYROLL	01/15/20	114162	1,180,523.36-	-----	
CITY OF HATTIESBURG FUND											
Sum											1,180,523.36-
00001	CLEMTS HARDWARE	124541	00195793	19001919	TRAILER LOCKS	TRAFFIC DEPT	01/17/20	274998	46.98-	-----	
CLEMTS HARDWARE											
Sum											46.98-
00001	COLE, RONDA	ADDL TRAV AD	00195808	19001948	ADDL TRAV	PO#195603	01/17/20	274999	61.00-	-----	
COLE, RONDA											
Sum											61.00-
00001	COMCAST CABLEVISION OF H	839641073047	00195916	19002025	CABLE 1/20	EMP MED CLINIC	01/17/20	275000	148.40-		
00001	COMCAST CABLEVISION OF H	839641073092	00195893	19002031	CONVERTER BOX	1/20 POLICE	01/17/20	275001	119.62-	-----	
COMCAST CABLEVISION OF H											
Sum											268.02-
00001	COMMERCIAL STATIONERY CO	432011-0	00195815	19002263	ENVELOPES	POLICE DEPT	01/17/20	275002	165.00-		
00001	COMMERCIAL STATIONERY CO	431023-0	00195135	19002374	PICTURE HOOKS	P/F ACADEMY	01/17/20	275002	46.06-	-----	
COMMERCIAL STATIONERY CO											
Sum											211.06-
00001	COURT PROGRAMS INC	INVOICE #64	00196137	19002330	MNTHLY ANKLE	MOITORING COURT	01/17/20	275010	8,290.00-	-----	
COURT PROGRAMS INC											
Sum											8,290.00-

00001 D P S CRIME LAB	90087596	00196011 19002195 ANALYTICAL FEES 1/20 POLICE	01/17/20	275013	1,620.00-

D P S CRIME LAB					1,620.00-
Sum					15,184.00-
00001 DAKTECH COMPUTERS	INV0339376	00195134 19002010 DISCOVERY DESKTOP VARI DEPTS	01/17/20	275014	15,184.00-

DAKTECH COMPUTERS					15,184.00-
Sum					200.00-
00001 DEARMAN, DELBERT (REFUND PERMIT-USE-0 02020248 19002134 PERMIT-USE-000613-2019			01/17/20	275016	200.00-

DEARMAN, DELBERT (REFUND					200.00-
Sum					230.00-
00001 DOWNS, ADRIAN	TRAV ADVANCE	00196034 19002237 TRAV ADV MSFA FIRE 1001 CLASS	01/17/20	275018	230.00-

DOWNS, ADRIAN					230.00-
Sum					493.00-
00001 DUNBAR MONROE PA	18449	00196097 19002255 SERVS CABLE FRANCHISE RENEWAL	01/17/20	275019	493.00-

DUNBAR MONROE PA					493.00-
Sum					326.65-
00001 EATON, ALVIN K (PETTY CA PETTY CASH 1 00196130 19002331 PETTY CASH 11/19 VARI DEPTS			01/17/20	275025	326.65-

EATON, ALVIN K (PETTY CA					326.65-
Sum					102.00-
00001 EATON, KERMAS (TRAVEL)	TRAV ADVANCE	00196207 19002359 TRAV ADV ATHENIAN WORKSHOP	01/17/20	275026	102.00-

EATON, KERMAS (TRAVEL)					102.00-
Sum					30.00-
00001 ECONOMY SUPPLY CO	024916	00195288 19002042 STAPLE GUN REPR PTS CONSTR	01/17/20	275027	30.00-
00001 ECONOMY SUPPLY CO	026010	00195882 19002105 BLDG MATLS YOUTH ART MUSEUM	01/17/20	275027	69.95-
00001 ECONOMY SUPPLY CO	026339	00195983 19002212 BLDG MATLS YOUTH ART MUSEUM	01/17/20	275027	66.35-
00001 ECONOMY SUPPLY CO	026256	00195989 19002213 BLDG MATLS YOUTH ART MUSEUM	01/17/20	275027	508.70-

ECONOMY SUPPLY CO					675.00-
Sum					350.00-
00001 EDWARDS, JANET (REFUNDS) CEMETERY SPA 02020209 19001906 BUY BACK 2 SPACES			01/03/20	114149	350.00-

EDWARDS, JANET (REFUNDS)					350.00-
Sum					125.12-
00001 EMPIRE TRUCK SALES (H'BU CE006159874: 00195431 19002111 REPR PTS U#19755 SANIT			01/17/20	275029	125.12-
00001 EMPIRE TRUCK SALES (H'BU CE006160043: 00195568 19002112 REPR PTS U#20089 SANIT			01/17/20	275029	347.94-

EMPIRE TRUCK SALES (H'BU					473.06-
Sum					97.70-
00001 FASTENAL COMPANY	MSHAT223284	00195750 19002106 MARKING PAINT FOR ELECTRICIAN	01/17/20	275032	97.70-

FASTENAL COMPANY					97.70-
Sum					

00001	FEDERAL EXPRESS	6-885-29910	00196101	19002286	SERVS 12/19/19 ENGR DEPT	01/17/20	275033	33.26-
00001	FEDERAL EXPRESS	6-878-89401(	00196184	19002362	SERVS 12/20/19 ACCTG DEPT	01/17/20	275033	19.54-
00001	FEDERAL EXPRESS	6-897-20294	00196186	19002376	SERVS 1/10/20 ENGR DEPT	01/17/20	275033	33.28-
				CITY OF HATTIESBURG			Page	- 7
00001	FEDERAL EXPRESS	6-878-89401(	00196186	19002377	SERVS 12/20/19 ENGR DEPT	01/17/20	275033	31.86-

FEDERAL EXPRESS								117.94-
Sum								1,260.75-
00001	FLEMING, MICHAEL	TRAV ADVANCE	00195996	19002196	TRAV ADV CALEA CONF ORLANDO	01/17/20	275035	-----
FLEMING, MICHAEL								1,260.75-
Sum								1,260.75-
00001	FV RECYCLING	2019-6393	00195881	19002046	RECYCLE FEES 12/19 SANIT	01/17/20	275037	76.75-
00001	FV RECYCLING	2019-6394	00195881	19002047	RECYCLE FEES 12/19 SANIT	01/17/20	275037	105.25-
00001	FV RECYCLING	2019-6395	00195881	19002048	RECYCLE FEES 12/19 SANIT	01/17/20	275037	61.50-
00001	FV RECYCLING	2019-6396	00195881	19002049	RECYCLE FEES 12/19 SANIT	01/17/20	275037	73.75-
00001	FV RECYCLING	2019-3467	00196039	19002244	RECYCLE FEES 12/19 SANIT	01/17/20	275037	100.75-
00001	FV RECYCLING	2019-6468	00196039	19002245	RECYCLE FEES 12/19 SANIT	01/17/20	275037	48.00-
00001	FV RECYCLING	2019-6470	00196039	19002246	RECYCLE FEES 1/20 SANIT	01/17/20	275037	92.75-
00001	FV RECYCLING	2019-6469	00196039	19002247	RECYCLE FEES 1/20 SANIT	01/17/20	275037	69.75-
00001	FV RECYCLING	2020-0006	00196039	19002248	RECYCLE FEES 1/20 SANIT	01/17/20	275037	113.50-

FV RECYCLING								742.00-
Sum								330.40-
00001	GEVEKO MARKINGS	10305000083	00195633	19002281	THERMO SUPP TRAFFIC DEPT	01/17/20	275038	-----
GEVEKO MARKINGS								330.40-
Sum								330.40-
00001	GILLILANDS ELECTRONICS S	70848	00195785	19001910	MNTHLY PHONE RENT MUN COURT	01/17/20	275039	261.99-
00001	GILLILANDS ELECTRONICS S	70788	00195768	19001938	DOOR REPR SANIT DEPT	01/17/20	275039	85.00-
00001	GILLILANDS ELECTRONICS S	70922	00195859	19001981	REPROGRAM PHONES FIRE DEPT	01/17/20	275039	85.00-
00001	GILLILANDS ELECTRONICS S	70324	00195822	19002008	VIDEO CABLING SERVICE	01/17/20	275039	294.90-
00001	GILLILANDS ELECTRONICS S	70950	00195961	19002132	KEY PAD POWER SUPPLY SANIT	01/17/20	275039	276.98-
00001	GILLILANDS ELECTRONICS S	70969	00196177	19002380	VOICE MAIL CHANGE HILND CEM	01/17/20	275039	85.00-

GILLILANDS ELECTRONICS S								1,088.87-
Sum								1,232.31-
00001	HATTIESBURG HYDRAULICS I	82025	00195681	19002019	REPRS U#19887 SANIT	01/17/20	275046	132.15-
00001	HATTIESBURG HYDRAULICS I	81145	00193873	19002113	REPR PTS U#19755 SANIT	01/17/20	275046	-----
HATTIESBURG HYDRAULICS I								1,364.46-
Sum								125.00-
00001	HAVARD PEST CONTROL INC	1555555	00020201	19002310	QTR SRV POLICE COMPLEX	01/17/20	275050	48.00-
00001	HAVARD PEST CONTROL INC	1555595	00020201	19002311	QTR SRV POLICE DISPATCH	01/17/20	275050	40.00-
00001	HAVARD PEST CONTROL INC	1555556	00020201	19002312	QTR SRV PO SUB-STA DEPOT	01/17/20	275050	50.00-
00001	HAVARD PEST CONTROL INC	1555557	00020201	19002313	QTR SRV #1 FIRE STA	01/17/20	275050	48.00-
00001	HAVARD PEST CONTROL INC	1555558	00020201	19002314	QTR SRV #3 FIRE STA	01/17/20	275050	48.00-
00001	HAVARD PEST CONTROL INC	1555559	00020201	19002315	QTR SRV #4 FIRE STA	01/17/20	275050	48.00-
00001	HAVARD PEST CONTROL INC	1555560	00020201	19002316	QTR SRV #5 FIRE STA	01/17/20	275050	48.00-
00001	HAVARD PEST CONTROL INC	1555561	00020201	19002317	QTR SRV #6 FIRE STA	01/17/20	275050	48.00-
00001	HAVARD PEST CONTROL INC	1555562	00020201	19002318	QTR SRV #7 FIRE STA	01/17/20	275050	48.00-
00001	HAVARD PEST CONTROL INC	1555563	00020201	19002319	QTR SRV #8 FIRE STA	01/17/20	275050	48.00-

00001	HAVARD	PEST	CONTROL	INC	1555582	00020201	19002320	QTR	SRV	FIRE	ADM	01/17/20	275050	48.00-		
00001	HAVARD	PEST	CONTROL	INC	1555565	00020201	19002321	QTR	SRV	P/F	ACADEMY	01/17/20	275050	50.00-		
00001	HAVARD	PEST	CONTROL	INC	1555568	00020201	19002322	QTR	SRV	CITY	HALL	01/17/20	275050	65.00-		
00001	HAVARD	PEST	CONTROL	INC	1555585	00020201	19002323	QTR	SRV	EMP	MED CENTER	01/17/20	275050	48.00-		
00001	HAVARD	PEST	CONTROL	INC	1555576	00020201	19002324	QTR	SRV	ENGR	OFFICE	01/17/20	275050	55.00-		
00001	HAVARD	PEST	CONTROL	INC	1555583	00020201	19002325	QTR	SRV	AIRPORT		01/17/20	275050	45.00-		
00001	HAVARD	PEST	CONTROL	INC	1555584	00020201	19002326	QTR	SRV	AIRPORT	MAINT	01/17/20	275050	45.00-		
00001	HAVARD	PEST	CONTROL	INC	1555580	00020201	19002327	QTR	SRV	TRAIN	DEPOT	01/17/20	275050	85.00-		
00001	HAVARD	PEST	CONTROL	INC	1555593	00020201	19002328	QTR	SRV	HILND	CEMETERY	01/17/20	275050	40.00-		
00001	HAVARD	PEST	CONTROL	INC	1555594	00020201	19002329	QTR	SRV	SOUTH	HILL CEM	01/17/20	275050	60.00-		

HAVARD PEST CONTROL INC																
Sum														1,092.00-		
00001	HEADSETS	DIRECT	INC		69998	00195798	19002064	HEADSETS	POLICE	DISPATCH		01/17/20	275051	411.23-		

HEADSETS DIRECT INC																
Sum														411.23-		
00001	HICKS	LAW	FIRM,	LLC	9336	00196083	19002256	SRVS	RIELS	VS	CIVIL	SRV	COMM	01/17/20	275052	1,800.00-
00001	HICKS	LAW	FIRM,	LLC	9335	00196084	19002257	SRVS	SALIVA/PIERCE	VS	CITY			01/17/20	275052	1,120.00-
00001	HICKS	LAW	FIRM,	LLC	9332	00196086	19002258	SRVS	PLAAS	VS	CITY			01/17/20	275052	940.00-
00001	HICKS	LAW	FIRM,	LLC	9333	00196086	19002259	SRVS	GENERAL	LEGAL				01/17/20	275052	1,066.40-
00001	HICKS	LAW	FIRM,	LLC	93347	00196085	19002262	SRVS	CITY	VS	HOLT			01/17/20	275052	1,200.00-

HICKS LAW FIRM, LLC																
Sum														6,126.40-		
00001	HISTORIC	HATTIESBURG	DOW	REG	ELLARD 1	00196057	19002224	REG	ELLARD	1/23/20	HBURG			01/17/20	275053	25.00-
00001	HISTORIC	HATTIESBURG	DOW	REG	WILLIAMS	00196057	19002225	REG	WILLIAMS	1/23/20	HBURG			01/17/20	275053	25.00-
00001	HISTORIC	HATTIESBURG	DOW	REG	THOMPSON	00196057	19002226	REG	THOMPSON	1/23/20	HBURG			01/17/20	275053	25.00-
00001	HISTORIC	HATTIESBURG	DOW	REG	T JORDAN	00196057	19002227	REG	T JORDAN	1/23/20	HBURG			01/17/20	275053	25.00-

HISTORIC HATTIESBURG DOW																
Sum														100.00-		
00001	HOL-MAC	CORPORATION			362806	00195420	19001939	REPR	PTS	U#16081	HEALTH			01/17/20	275054	172.20-

HOL-MAC CORPORATION																
Sum														172.20-		
00001	HOLIDAY,	WILDA	(REFUND)	CEMETERY	SPA	02020210	19001905	BUY	BACK	2	SPACES			01/03/20	114148	350.00-

HOLIDAY, WILDA (REFUND)																
Sum														350.00-		
00001	HOLLAND	VETERINARY	HOSPI	ACCT#85	2933	00195847	19002012	SERVS	OTTER	POLICE	K-9			01/17/20	275055	300.85-

HOLLAND VETERINARY HOSPI																
Sum														300.85-		
00001	HUB	CITY	SPOKES		95316	00195796	19001914	CITY	WIDE	ADS	AND	NOTICES		01/17/20	275059	62.40-
00001	HUB	CITY	SPOKES		95317	00195810	19001950	CITY	WIDE	ADS	AND	NOTICES		01/17/20	275059	94.66-
00001	HUB	CITY	SPOKES		95406	00195969	19002129	CITY	WIDE	ADS	AND	NOTICES		01/17/20	275059	60.42-
00001	HUB	CITY	SPOKES		95425	00196174	19002343	CITY	WIDE	ADS	AND	NOTICES		01/17/20	275059	70.54-

HUB CITY SPOKES																
Sum														288.02-		

00001 HYATT, MARIO	TRAV ADVANCE 00196033 19002238 TRAV ADV MSFA FIRE 1001 CLASS	01/17/20	275061	230.00-

HYATT, MARIO				
Sum				230.00-
00001 INDEPENDENT ELEVATOR INS 1774	00195514 19002135 ANNUAL INSPECTION MUN COURT	01/17/20	275062	187.60-
00001 INDEPENDENT ELEVATOR INS 1771	00195513 19002142 ANNUAL INSPECT PINE ST GARG	01/17/20	275062	197.60-

INDEPENDENT ELEVATOR INS				
Sum				385.20-
00001 INDUSTRIAL ORGANIZATIONA C46868A	00196024 19002277 STUDY GUIDES FIRE ACADEMY	01/17/20	275063	619.00-
00001 INDUSTRIAL ORGANIZATIONA C45972A	00196133 19002335 FIRE FIGHTER APPLICATION TEST	01/17/20	275063	63.00-

INDUSTRIAL ORGANIZATIONA				
Sum				682.00-
00001 INGRAM EQUIPMENT CO LLC 0070581-IN	00195102 19002018 REPR PTS U#13892 PUB WORKS	01/17/20	275064	93.48-

INGRAM EQUIPMENT CO LLC				
Sum				93.48-
00001 INSTALLATION PLUS 8290	00195952 19002130 ANNUAL TANK GAUGE INSPECTION	01/17/20	275065	525.00-

INSTALLATION PLUS				
Sum				525.00-
00001 INTERFACE SECURITY SYSTE 19587770	00195811 19001958 SECURITY 1/20 HILND CEMETERY	01/17/20	275066	34.34-
00001 INTERFACE SECURITY SYSTE 19593547	00195811 19001959 SECURITY 1/20 SOUTH HILL CEM	01/17/20	275066	31.15-

INTERFACE SECURITY SYSTE				
Sum				65.49-
00001 INTL FIRE & SAFETY 036375	00192747 19002348 HFD CASCADE BOTTLE SERVICE	01/17/20	275067	500.00-

INTL FIRE & SAFETY				
Sum				500.00-
00001 IRBY, STUART C CO S011697919.0	00195475 19001956 CHRISTMAS LIGHTS VARI D/T LOC	01/17/20	275068	59.09-
00001 IRBY, STUART C CO S011666599.0	00195002 19001970 ELEC SUPP TRAIN DEPOT	01/17/20	275068	495.00-
00001 IRBY, STUART C CO S011634544.0	00194497 19002353 CREDIT TAKEN TWICE	01/17/20	275068	79.97-

IRBY, STUART C CO				
Sum				634.06-
00001 JARVIS, JASON TRAVEL REIMB 00196098 19002275	TRVL REIMB HIRING EXPO	01/17/20	275069	26.58-

JARVIS, JASON				
Sum				26.58-
00001 JEFCOAT FENCE OF HATTIES 0021876	00194062 19001984 FENCE REPR 511 TIMOTHY LANE	01/17/20	275070	1,150.00-

JEFCOAT FENCE OF HATTIES				
Sum				1,150.00-
00001 JOHNNY'S WRECKER SERVICE 39190	00195984 19002215 TOWING U#14405 SANIT	01/17/20	275071	300.00-

JOHNNY'S WRECKER SERVICE				
Sum				300.00-

00001 KEITHCO PETROLEUM	764064 (A)	00195896 19002250 DIESEL FOR P/W FUEL STATION	01/17/20	275075	5,371.76-
00001 KEITHCO PETROLEUM	764064 (B)	00196041 19002251 GAS FOR P/W FUEL STATION	01/17/20	275075	5,779.07-

KEITHCO PETROLEUM					
Sum					11,150.83-
00001 KONE INC (MONTGOMERY KON	1157884007	00195787 19001909 ELEV PHONE RPLCMNT MUN COURT	01/17/20	275077	500.13-

KONE INC (MONTGOMERY KON					
Sum					500.13-
00001 KRONOS INCORPORATED	11548353	00195965 19002122 SOFTWARE INFO TECH DEPT	01/17/20	275078	9,451.52-
00001 KRONOS INCORPORATED	11548354	00195965 19002123 SOFTWARE INFO TECH DEPT	01/17/20	275078	130.00-

KRONOS INCORPORATED					
Sum					9,581.52-
00001 LAMAR AUTO SALVAGE INC	623249	00195087 19002050 REPR PTS U#14714 HEALTH	01/17/20	275081	350.00-

LAMAR AUTO SALVAGE INC					
Sum					350.00-
00001 LANCASTER'S MACHINE & WE	24264	00195109 19001929 BUCKET REPR U#20368 PUB WORKS	01/17/20	275084	485.00-

LANCASTER'S MACHINE & WE					
Sum					485.00-
00001 LARRY'S WRECKER SERVICE	6961	00195794 19001920 TOWING U#19703 POLICE	01/17/20	275086	55.00-
00001 LARRY'S WRECKER SERVICE	6965	00195800 19001921 TOWING UNITS TO SERVICE CNTR	01/17/20	275086	835.00-
00001 LARRY'S WRECKER SERVICE	6872	00195948 19002098 TOWING U#19700 POLICE	01/17/20	275086	55.00-
00001 LARRY'S WRECKER SERVICE	6971	00195872 19002100 TOWING U#14497 TRAFFIC DEPT	01/17/20	275086	65.00-
00001 LARRY'S WRECKER SERVICE	6802	00195090 19002119 TOWING U#14714 HEALTH	01/17/20	275086	65.00-
00001 LARRY'S WRECKER SERVICE	6989	00195998 19002199 TOWING U#18316 POLICE	01/17/20	275086	55.00-
00001 LARRY'S WRECKER SERVICE	7005	00195998 19002200 TOWING U#17356 POLICE	01/17/20	275086	55.00-
00001 LARRY'S WRECKER SERVICE	7006	00195998 19002201 TOWING POLICE UNIT	01/17/20	275086	55.00-
00001 LARRY'S WRECKER SERVICE	7007	00195998 19002202 TOWING U#16646 POLICE	01/17/20	275086	55.00-
00001 LARRY'S WRECKER SERVICE	7008	00195998 19002203 TOWING U#17320 POLICE	01/17/20	275086	55.00-
00001 LARRY'S WRECKER SERVICE	7009	00195998 19002204 TOWING OLD POLICE UNIT	01/17/20	275086	55.00-
00001 LARRY'S WRECKER SERVICE	6972	00196012 19002206 TOWING U#15398 POLICE	01/17/20	275086	65.00-
00001 LARRY'S WRECKER SERVICE	6993	00196175 19002366 TOWING U#18330 POLICE	01/17/20	275086	55.00-
00001 LARRY'S WRECKER SERVICE	6992	00196175 19002367 TOWING U#20427 POLICE	01/17/20	275086	55.00-
00001 LARRY'S WRECKER SERVICE	6991	00196175 19002368 TOWING U#20847 POLICE	01/17/20	275086	55.00-

LARRY'S WRECKER SERVICE					
Sum					1,635.00-
00001 LIL TIRE SHOPPE (BROADW	1096658	00195022 19001973 INSTALL FUEL TANK U#18205	01/17/20	275087	509.81-
00001 LIL TIRE SHOPPE (BROADW	1097042 (A)	00195631 19002033 REPRS U#19307 POLICE	01/17/20	275087	1,578.18-
00001 LIL TIRE SHOPPE (BROADW	1097042 (B)	00195926 19002034 ADDL AMT DUE PO#19531	01/17/20	275087	170.61-

LIL TIRE SHOPPE (BROADW					
Sum					2,258.60-
00001 LINEBARGER GOGGAN BLAIR	12/1/2019	02020214 19001943 POLICE FINES COLL.FEE	01/17/20	275088	330.24-
00001 LINEBARGER GOGGAN BLAIR	12/16/2019	02020215 19001944 POLICE FINES COLL.FEE	01/17/20	275088	106.38-

LINEBARGER GOGGAN BLAIR					
Sum					436.62-

00001	LOWE'S OF HATTIESBURG IN	936987	00195172	19002036	GARDEN HOSES #1 FIRE STATION	01/17/20	275090	64.51-
00001	LOWE'S OF HATTIESBURG IN	924604	00194853	19002041	CHRISTMAS SUPP STORAGE TOTES	01/17/20	275090	90.00-
00001	LOWE'S OF HATTIESBURG IN	953628	00195539	19002043	ENTRY ALERT YTH ART MUSEUM	01/17/20	275090	33.24-
00001	LOWE'S OF HATTIESBURG IN	967691	00195065	19002044	CHRISTMAS LIGHTS MOBILE ST	01/17/20	275090	65.10-
00001	LOWE'S OF HATTIESBURG IN	967561	00195489	19002045	PLUMB SUPP CONSTR DEPT	01/17/20	275090	94.97-

LOWE'S OF HATTIESBURG IN								
Sum								
00001	LUU, LISA		ADDL TRAV AD	00195807	19001949	ADDL TRAV PO#195602	01/17/20	275091
								347.82-
								61.00-

LUU, LISA								
Sum								
00001	MCELHANEY PLUMBING INC	282760	00195835	19002065	ICE MACHINE PTS SERVICE CNTR	01/17/20	275092	61.00-
00001	MCELHANEY PLUMBING INC	282820	00195986	19002185	PLUMB SUPP CITY HALL	01/17/20	275092	90.25-
00001	MCELHANEY PLUMBING INC	283131	00196069	19002290	PLUMB SUPP CONSTR DEPT	01/17/20	275092	144.95-
								34.65-

MCELHANEY PLUMBING INC								
Sum								
00001	METRO CRIMESTOPPERS INC		CITY COURT C	02020222	19001904	CITY COURT COST 12/19	01/03/20	114147
								269.85-
								784.58-

METRO CRIMESTOPPERS INC								
Sum								
00001	MID SOUTH UNIFORM & SUPP	600334	00195598	19002030	UNIFORM SHIRTS SGT GRAY	01/17/20	275094	784.58-
00001	MID SOUTH UNIFORM & SUPP	600686	00192077	19002346	UNIFORM JACKETS/CAPS/BELTS	01/17/20	275094	98.25-
								2,776.95-

MID SOUTH UNIFORM & SUPP								
Sum								
00001	MILES, CAROLINE		TRAV ADVANCE	00196143	19002332	TRAV ADV PLANN CONF HOUSTON	01/17/20	275095
								2,875.20-
								1,420.00-

MILES, CAROLINE								
Sum								
00001	MILLS & SCANLON, P.A.	1292-0010M S	00196087	19002260	SRVS 2015 ANNEXATION	01/17/20	275096	1,420.00-
00001	MILLS & SCANLON, P.A.	1292-0012M S	00196087	19002261	SRVS 2016 ANNEXATION	01/17/20	275096	428.75-
								18,208.20-

MILLS & SCANLON, P.A.								
Sum								
00001	MOLLY MAID		SERVS 12/19	00195101	19001978	SERVS 12/19 HILND CEMETERY	01/17/20	275098
								18,636.95-
								245.00-

MOLLY MAID								
Sum								
00001	MS ASSN OF CHIEFS OF POL	14087 SEALY	00195823	19002015	MBRSHIP RNWL CHIEF SEALY	01/17/20	275099	245.00-
								100.00-

MS ASSN OF CHIEFS OF POL								
Sum								
00001	MS ASSOC OF GOVERMENTAL	DAMAGE DEP R	02020253	19002295	DAMAGE DEPOSIT REFUND	01/17/20	275100	100.00-
								100.00-

MS ASSOC OF GOVERMENTAL								
Sum								
00001	MS DEPT OF PUBLIC SFTY/C	12/2019	02020224	19001903	12/2019	01/03/20	114146	100.00-
								799.92-

MS DEPT OF PUBLIC SFTY/C								
Sum								
								799.92-

00001 MS HOME CORP (CDBG)	JGNGJQNJ5TY	00196058	19002228	REG TOWNSEND 3/30-4/1 BILOXI	01/17/20	275101	250.00-

MS HOME CORP (CDBG)							
Sum							250.00-
00001 MS POWER COMPANY	1/20 GENERAL	00020207	19002297	MNTHLY ELEC-GENERAL	01/17/20	275102	11,570.46-

MS POWER COMPANY							
Sum							11,570.46-
00001 MS RECYCLING COALITION	2020-004	00196094	19002292	ANNUAL MBRSHF FEE	01/17/20	275103	250.00-

MS RECYCLING COALITION							
Sum							250.00-
00001 MS STATE UNIVERSITY EXTE	CA11499 CHAR	00195861	19001988	REG PAGE COMM PESTICIDE APPL	01/17/20	275104	75.00-

MS STATE UNIVERSITY EXTE							
Sum							75.00-
00001 MS STATE/TREASURER/FINAN	FINE COLLECT	02020223	19001902		01/03/20	114145	49,334.57-

MS STATE/TREASURER/FINAN							
Sum							49,334.57-
00001 MSP ENTERPRISES, LLC	123119	00196045	19002239	LOT CLEARINGS/DEMO 12/19 LDC	01/17/20	275105	4,969.50-
00001 MSP ENTERPRISES, LLC	11320	00196136	19002336	DEMO 1515 VERNON LAND CODE	01/17/20	275105	6,338.25-

MSP ENTERPRISES, LLC							
Sum							11,307.75-
00001 NATL ASSN OF TOWN WATCH	10685 T JORD	00196046	19002218	2020 MBRSHF FEE T JORDAN	01/17/20	275106	35.00-

NATL ASSN OF TOWN WATCH							
Sum							35.00-
00001 NEWELL PAPER COMPANY	4072426	00195863	19002280	GARBAGE BAGS TRAFFIC DEPT	01/17/20	275109	152.46-
00001 NEWELL PAPER COMPANY	4072458	00195910	19002287	LIQUID HAND SOAP PUB WORKS	01/17/20	275109	32.96-

NEWELL PAPER COMPANY							
Sum							185.42-
00001 NORFOLK SOUTHERN CORP	91340670	00196163	19002344	2/20 LEASE RR ST PK LOT	01/17/20	275110	2,026.42-
00001 NORFOLK SOUTHERN CORP	91264326	00196166	19002345	12/19 LEASE RR ST PK LOT	01/17/20	275111	2,026.42-

NORFOLK SOUTHERN CORP							
Sum							4,052.84-
00001 NORRIS, LATONYA	TRAV ADVANCE	00195993	19002197	TRAV ADV CALEA CONF ORLANDO	01/17/20	275112	1,310.75-

NORRIS, LATONYA							
Sum							1,310.75-
00001 NORTHGATE LAND & TIMBER, 269		00196051	19002240	DIRT 12/19 DEMO PROPERTIES	01/17/20	275113	660.00-

NORTHGATE LAND & TIMBER,							
Sum							660.00-
00001 NORTHWESTERN TRAFFIC INS	REG MORRIS 1	00195803	19001954	REG MORRIS MTRCYCLE INST TRNG	01/17/20	275114	1,100.00-

NORTHWESTERN TRAFFIC INS							
Sum							1,100.00-

00001	OFFICE DEPOT INC	418488306001	00195564	19001924	GLOVES LAND CODE DIV	01/17/20	275115	33.68-
00001	OFFICE DEPOT INC	418488816001	00195564	19001925	OFFICE SUPP LAND CODE DIV	01/17/20	275115	25.99-
00001	OFFICE DEPOT INC	418488817001	00195564	19001926	FLASH DRIVES LAND CODE DIV	01/17/20	275115	9.99-
00001	OFFICE DEPOT INC	418779632001	00195508	19002016	OFFICE SUPP P/F ACADEMY	01/17/20	275115	189.98-
00001	OFFICE DEPOT INC	421807220001	00195782	19002333	PAPER SUPP GIS DEPT	01/17/20	275115	61.96-
00001	OFFICE DEPOT INC	421805887001	00195782	19002334	OFFICE SUPP GIS DEPT	01/17/20	275115	12.55-

OFFICE DEPOT INC								
Sum								334.15-
00001	OFFICE PRODUCTS PLUS	887607-0	00195799	19002011	OFFICE SUPP POLICE DEPT	01/17/20	275116	122.30-

OFFICE PRODUCTS PLUS								
Sum								122.30-
00001	PARISH TRACTOR (HATTIESB	02-106998	00194900	19002070	REPR PTS U#20373 STREET	01/17/20	275117	125.71-
00001	PARISH TRACTOR (HATTIESB	02-107052	00194965	19002071	REPR PTS U#16722 STREET	01/17/20	275117	88.12-

PARISH TRACTOR (HATTIESB								
Sum								213.83-
00001	PARKER, ANTHONY	TRAV ADVANCE	00195995	19002364	TRAV ADV CALEA CONF ORLANDO	01/17/20	275118	1,260.75-

PARKER, ANTHONY								
Sum								1,260.75-
00001	PATTERSON AUTO ELECTRIC	80354	00195852	19002276	REPRS U#19706 POLICE	01/17/20	275120	1,036.47-

PATTERSON AUTO ELECTRIC								
Sum								1,036.47-
00001	PEARL RIVER VALLEY EPA (	1/20 GENERAL	00020207	19002298	MNTHLY 1/20 PUBLIC SERVICES	01/17/20	275122	6,422.68-

PEARL RIVER VALLEY EPA (								
Sum								6,422.68-
00001	PINE BELT CDJR, INC (MCM	50660	00190777	19002124	REPR PTS U#18315 POLICE	01/17/20	275124	961.12-
00001	PINE BELT CDJR, INC (MCM	50697	00190777	19002125	REPR PTS U#19701 POLICE	01/17/20	275124	101.36-
00001	PINE BELT CDJR, INC (MCM	50698	00190777	19002126	REPR PTS U#19704 POLICE	01/17/20	275124	961.12-
00001	PINE BELT CDJR, INC (MCM	53284	00195921	19002127	REPR PTS U#18557 FIRE DEPT	01/17/20	275124	359.20-
00001	PINE BELT CDJR, INC (MCM	52802	00194913	19002191	REPR PTS POLICE STOCK	01/17/20	275124	117.60-
00001	PINE BELT CDJR, INC (MCM	53139	00195706	19002192	REPR PTS/SUPP POLICE STOCK	01/17/20	275124	714.88-
00001	PINE BELT CDJR, INC (MCM	503696	00194433	19002205	REPRS U#19348 POLICE	01/17/20	275124	164.28-
00001	PINE BELT CDJR, INC (MCM	52732	00194832	19002209	REPR PTS U#18603 TRAFFIC	01/17/20	275124	74.68-
00001	PINE BELT CDJR, INC (MCM	52393	00194135	19002274	OIL FILTERS POLICE STOCK	01/17/20	275124	237.12-

PINE BELT CDJR, INC (MCM								
Sum								3,691.36-
00001	PINE BELT OIL COMPANY IN	3381105	00195909	19002026	REMOTE SITE FUEL CHARGE	01/17/20	275126	11.21-
00001	PINE BELT OIL COMPANY IN	3381104	00195909	19002027	REMOTE SITE FUEL CHARGE	01/17/20	275126	33.38-
00001	PINE BELT OIL COMPANY IN	POLICE 12/1-	00195923	19002028	MINIT MART CHGS 12/19 POLICE	01/17/20	275126	497.42-
00001	PINE BELT OIL COMPANY IN	FIRE 12/1-12	00195923	19002029	MINIT MART CHGS 12/19 FIRE	01/17/20	275126	1,664.72-
00001	PINE BELT OIL COMPANY IN	10718662	00195483	19002073	GAS FOR P/W FUEL STATION	01/17/20	275126	11,766.85-
00001	PINE BELT OIL COMPANY IN	10718020	00195483	19002074	DIESEL FOR P/W FUEL STATION	01/17/20	275126	8,057.73-
00001	PINE BELT OIL COMPANY IN	10716821	00195152	19002102	DIESEL NOZZLE REPAIR	01/17/20	275126	122.68-
00001	PINE BELT OIL COMPANY IN	1401235	00195960	19002131	GAS CARD U#15937 POLICE	01/17/20	275126	424.66-
00001	PINE BELT OIL COMPANY IN	1906799	00195985	19002211	GAS U#20050 CONSTR DEPT	01/17/20	275126	55.61-
00001	PINE BELT OIL COMPANY IN	4098082	00196078	19002264	MINIT MART FUEL CHG POLICE	01/17/20	275126	20.00-

00001	PINE BELT OIL COMPANY IN	4932576	00196078	19002265	MINIT MART FUEL CHG POLICE	01/17/20	275126	50.25-
00001	PINE BELT OIL COMPANY IN	4932573	00196078	19002266	MINIT MART FUEL CHG POLICE	01/17/20	275126	20.82-
00001	PINE BELT OIL COMPANY IN	4932597	00196078	19002267	MINIT MART FUEL CHG POLICE	01/17/20	275126	28.21-
00001	PINE BELT OIL COMPANY IN	4932598	00196078	19002268	MINIT MART FUEL CHG POLICE	01/17/20	275126	21.50-
00001	PINE BELT OIL COMPANY IN	4932596	00196078	19002269	MINIT MART FUEL CHG POLICE	01/17/20	275126	22.10-
00001	PINE BELT OIL COMPANY IN	3381135	00196090	19002270	REMOTE SITE FUEL CHG POLICE	01/17/20	275126	12.00-
00001	PINE BELT OIL COMPANY IN	3381134	00196090	19002271	REMOTE SITE FUEL CHG POLICE	01/17/20	275126	23.76-

PINE BELT OIL COMPANY IN								
Sum								22,832.90-
00001	PINE BELT REGIONAL SOLID	100006 12/19	00195937	19002118	RUBBISH/GARBAGE DISP 12/19	01/17/20	275127	44,061.14-

PINE BELT REGIONAL SOLID								
Sum								44,061.14-
00001	POLK-PAYTON, GAY ATTORNE	INVOICE #10	00195786	19001907	JUDGE PRO-TEM SERVICES	01/17/20	275128	1,500.00-
00001	POLK-PAYTON, GAY ATTORNE	INVOICE #10	00196189	19002358	SERVS 12/20-1/11/20 COURT	01/17/20	275128	1,562.50-

POLK-PAYTON, GAY ATTORNE								
Sum								3,062.50-
00001	PUCKETT MACHINERY COMPAN	P05C5679293	00195478	19001977	REPR PTS U#20368 HEALTH DIV	01/17/20	275131	164.87-

PUCKETT MACHINERY COMPAN								
Sum								164.87-
00001	REGIONS CARDHOLDER SERVI	7079 12/31/1	00194783	19001990	CREDIT HOTEL BURNS ATLANTA	01/17/20	275134	144.11
00001	REGIONS CARDHOLDER SERVI	7079 12/30/1	00195736	19001991	IPAD CHARGER/CASE COUNCIL	01/17/20	275134	343.93-
00001	REGIONS CARDHOLDER SERVI	7079 12/31/1	00195597	19001992	HOTEL COLE ATHENIAN DIALOGUE	01/17/20	275134	378.75-
00001	REGIONS CARDHOLDER SERVI	7079 12/31/1	00195597	19001993	HOTEL JOLLY ATHENIAN DIALOGUE	01/17/20	275134	378.75-
00001	REGIONS CARDHOLDER SERVI	7079 12/31/1	00194936	19001994	HOTEL BARKER WASHINGTON DC	01/17/20	275134	344.85-
00001	REGIONS CARDHOLDER SERVI	7079 12/31/1	00195425	19001995	EXPNS BARKER WASHINGTON DC	01/17/20	275134	56.26-
00001	REGIONS CARDHOLDER SERVI	7079 12/31/1	00195531	19001996	HOTEL EATON ED WRKSHOP JKSN	01/17/20	275134	228.00-
00001	REGIONS CARDHOLDER SERVI	7079 12/31/1	00195414	19001997	FOOD NBRHD CNCL MEET 12/12/19	01/17/20	275134	127.34-
00001	REGIONS CARDHOLDER SERVI	7079 12/31/1	00195416	19001998	SUBSCRIPT HISTORIC PLANNER	01/17/20	275134	1.72-
00001	REGIONS CARDHOLDER SERVI	7079 12/31/1	00195417	19001999	SUBSCRIPT HISTORIC PLANNER	01/17/20	275134	74.95-
00001	REGIONS CARDHOLDER SERVI	7079 12/31/1	00195669	19002000	COM MEMBERSHIP UPDATE	01/17/20	275134	74.90-
00001	REGIONS CARDHOLDER SERVI	7079 12/31/1	00195116	19002001	CHRISTMAS DECOR CITY HALL	01/17/20	275134	230.99-
00001	REGIONS CARDHOLDER SERVI	7079 12/31/1	00195047	19002002	UHAUL RENT POLICE DEPT	01/17/20	275134	395.08-
00001	REGIONS CARDHOLDER SERVI	7079 12/31/1	00195098	19002003	GREASE GUN CONSTR DEPT	01/17/20	275134	26.99-
00001	REGIONS CARDHOLDER SERVI	7079 12/31/1	00195593	19002004	REPR PTS U#20071 SANIT	01/17/20	275134	82.34-

REGIONS CARDHOLDER SERVI								
Sum								2,600.74-
00001	RICOH CORP	5058235091	00195788	19001911	COPIER/OVRGS 11/19 MUN COURT	01/17/20	275136	2,422.73-
00001	RICOH CORP	5057958419	00195788	19001912	COPIER 10/19 MUN COURT	01/17/20	275136	18.56-
00001	RICOH CORP	5057704686	00195788	19001913	COPIER 9/19 MUN COURT	01/17/20	275136	13.46-
00001	RICOH CORP	32827496	00195780	19001916	COPIER 1/20 PLANNING DIV	01/17/20	275136	232.90-
00001	RICOH CORP	32827761	00195781	19001927	COPIER 1/20 LAND CODE DIV	01/17/20	275136	110.00-
00001	RICOH CORP	5058450809	00195957	19002121	COPIER 12/19 HUMAN RES	01/17/20	275136	180.23-
00001	RICOH CORP	5058450096	00196044	19002220	COPIER 12/19 PLANNING DIV	01/17/20	275136	258.40-
00001	RICOH CORP	5058451402	00196042	19002242	COPIER 12/19 LAND CODE	01/17/20	275136	138.87-

RICOH CORP								
Sum								3,375.15-

00001 SIGNS FIRST	H-71264 (A)	00195643 19002006	MIDNIGHT ON FRONT ST LAYNARDS	01/17/20	275149	122.40-
00001 SIGNS FIRST	H-71264 (B)	00195719 19002007	ADDL AMT DUE PO#195643	01/17/20	275149	25.00-

SIGNS FIRST						
Sum						147.40-
00001 SOLAR SUPPLY INC	3424159	00195621 19002234	A/C THERMOSTAT P/F ACADEMY	01/17/20	275151	34.28-

SOLAR SUPPLY INC						
Sum						34.28-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT 11/16	02020211 19001945	POLICE FINES COLL.FEE	01/17/20	275152	20.00-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 11/2	02020212 19001946	POLICE FINES COLL.FEE	01/17/20	275152	310.20-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT3 11/2	02020213 19001947	POLICE FINES COLL.FEE	01/17/20	275152	609.82-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT3 12/1	02020238 19002051	POLICE FINES COLL.FEE	01/17/20	275152	30.00-

SOUTHERN FINANCIAL SYSTE						
Sum						970.02-
00001 SOUTHERN PINE ELECTRIC P	1/20 GENERAL	00020206 19002299	MNTHLY 1/20 PUBLIC SERVICES	01/17/20	275153	1,375.88-

SOUTHERN PINE ELECTRIC P						
Sum						1,375.88-
00001 SOUTHERN PINES ANIMAL SH	COB-7	00195816 19001957	HANDLING,HOUSING 11/19	01/17/20	275154	14,583.33-

SOUTHERN PINES ANIMAL SH						
Sum						14,583.33-
00001 SOUTHERN PIPE & SUPPLY C	3766579-00	00195742 19002288	DRAIN PIPE STOCK	01/17/20	275155	1,551.00-
00001 SOUTHERN PIPE & SUPPLY C	3766579-01	00195742 19002289	DRAIN PIPE STOCK	01/17/20	275155	2,679.00-

SOUTHERN PIPE & SUPPLY C						
Sum						4,230.00-
00001 SOUTHERN TIRE MART LLC (	2520024387	00195604 19001923	TIRES U#13933 FIRE DEPT	01/17/20	275156	2,214.88-
00001 SOUTHERN TIRE MART LLC (	2520023773	00195532 19001937	TOOL BOX U#13514 CONSTR DEPT	01/17/20	275156	486.65-

SOUTHERN TIRE MART LLC (						
Sum						2,701.53-
00001 SPEEDY PRINTING & SIGNS	27426	00195860 19002283	STREET SIGNS TRAFFIC DEPT	01/17/20	275157	56.00-

SPEEDY PRINTING & SIGNS						
Sum						56.00-
00001 SPIRE ENERGY	1/20 GENERAL	00020207 19002300	MNTHLY GAS-GENERAL	01/17/20	275158	10,268.92-

SPIRE ENERGY						
Sum						10,268.92-
00001 STANDARD OFFICE SUPPLY C	09014	00195662 19002005	PHONE MESSAGE BOOKS M/ADM	01/17/20	275160	58.73-

STANDARD OFFICE SUPPLY C						
Sum						58.73-
00001 STAPLES	3435109226	00195783 19001980	SPRAY ADHESIVE GIS DEPT	01/17/20	275161	62.48-

STAPLES						
Sum						62.48-
00001 TEMPLE INC	INV0193049	00195474 19002282	SIGNAL EQUIP TRAFFIC DEPT	01/17/20	275163	8,320.00-

TEMPLE INC						
Sum						8,320.00-
00001 TMH	207311	00196081 19002252	INTERIM BILL FY19 AUDIT	01/17/20	275166	43,000.00-

TMH						
Sum						43,000.00-
00001 TOP NOTCH EMBROIDERY	641	00196048 19002272	EMBROIDER FLEET UNIFORMS	01/17/20	275167	80.00-

TOP NOTCH EMBROIDERY						
Sum						80.00-
00001 TOWNSEND, KIMBERLY	TRAV ADVANCE	00196060 19002219	TRAV ADV HOUSING CONF BILOXI	01/17/20	275168	448.00-

TOWNSEND, KIMBERLY						
Sum						448.00-
00001 TRANSUNION RISK AND ALTE	362606 1/01/	00195891 19002032	ONLINE INVESTIGATIONS 12/19	01/17/20	275169	279.68-

TRANSUNION RISK AND ALTE						
Sum						279.68-
00001 TRI-TECH INC	217259	00195913 19002273	CURRENCY BAGS/GUN BOXES	01/17/20	275171	503.50-

TRI-TECH INC						
Sum						503.50-
00001 TRUCKPRO LLC	039-0374278	00195526 19002137	MAINT PARTS ALL FIRE UNITS	01/17/20	275174	1,867.03-
00001 TRUCKPRO LLC	039-0374279	00195526 19002143	CREDIT INV#039-0374278	01/17/20	275174	20.01

TRUCKPRO LLC						
Sum						1,847.02-
00001 U S CONFERENCE OF MAYORS	48166 ID53-0	00195862 19001979	2020 MBRSHIP DUES	01/17/20	275175	3,489.00-

U S CONFERENCE OF MAYORS						
Sum						3,489.00-
00001 ULINE	115396545	00195565 19001951	FOAM BOARD FOR GIS PRINTING	01/17/20	275176	416.88-

ULINE						
Sum						416.88-
00001 UNIFORM SURPLUS OF AMERI	1096	00195607 19002349	WORK BOOTS NEW LDC OFFICER	01/17/20	275177	169.00-

UNIFORM SURPLUS OF AMERI						
Sum						169.00-
00001 UNITED PARCEL SERVICE IN	0008E1Y5010	00196072 19002231	SERVS 12/31/19 POLICE DEPT	01/17/20	275178	23.35-

UNITED PARCEL SERVICE IN						
Sum						23.35-
00001 UNITED WORLD OUTREACH MI	DAMAGE DEP R	02020253 19002296	DAMAGE DEPOSIT REFUND	01/17/20	275179	600.00-

UNITED WORLD OUTREACH MI						
Sum						600.00-
00001 UNIVERSITY OF SOUTHERN M	THRD-SP20-CO	00196071 19002233	SPRING SEMESTER HPD & HFD	01/17/20	275180	8,784.00-

UNIVERSITY OF SOUTHERN M						
Sum						8,784.00-

00001 UNIVERSITY TIRE & SERVIC	557078	00195754 19002017 TIRES TRAFFIC DEPT UNIT	01/17/20	275181	233.96-
00001 UNIVERSITY TIRE & SERVIC	557621	00196065 19002279 OIL CHANGE U#19115 LAND CODE	01/17/20	275181	31.95-

UNIVERSITY TIRE & SERVIC					
Sum					
00001 WALT MASSEY CHEVROLET	240354	00195511 19002193 REPR PTS U#16414 POLICE	01/17/20	275183	265.91-
00001 WALT MASSEY CHEVROLET	240379	00195707 19002194 REPR PTS U#17113 POLICE	01/17/20	275183	36.74-
00001 WALT MASSEY CHEVROLET	350914	00196077 19002232 INSPECTION U#20096 POLICE	01/17/20	275183	300.00-

WALT MASSEY CHEVROLET					
Sum					
00001 WARING OIL CO (GULFPORT)	001826904	00195825 19002214 CHEMICALS SANIT UNITS	01/17/20	275184	457.74-

WARING OIL CO (GULFPORT)					
Sum					
00001 WARREN PAVING INC	28360	00193094 19001955 CRUSHED CONCRETE DRNGE DEPT	01/17/20	275189	425.70-
00001 WARREN PAVING INC	28697	00193095 19002128 LIMESTONE PUBLIC WORKS	01/17/20	275189	1,596.55-
00001 WARREN PAVING INC	28637	00193094 19002133 CRUSHED CONCRETE DRNGE DEPT	01/17/20	275189	3,718.68-
00001 WARREN PAVING INC	26238	00193528 19002144 HOT ASPHALT VARI LOC	01/17/20	275189	1,340.19-
00001 WARREN PAVING INC	26242	00193528 19002145 HOT ASPHALT VARI LOC	01/17/20	275189	311.76-
00001 WARREN PAVING INC	26352	00193528 19002146 HOT ASPHALT VARI LOC	01/17/20	275189	137.20-
00001 WARREN PAVING INC	26362	00193528 19002147 HOT ASPHALT VARI LOC	01/17/20	275189	185.59-
00001 WARREN PAVING INC	26390	00193528 19002148 HOT ASPHALT VARI LOC	01/17/20	275189	325.24-
00001 WARREN PAVING INC	26450	00193528 19002149 HOT ASPHALT VARI LOC	01/17/20	275189	161.70-
00001 WARREN PAVING INC	26488	00193528 19002150 HOT ASPHALT VARI LOC	01/17/20	275189	258.48-
00001 WARREN PAVING INC	26493	00193528 19002151 HOT ASPHALT VARI LOC	01/17/20	275189	159.25-
00001 WARREN PAVING INC	26541	00193528 19002152 HOT ASPHALT VARI LOC	01/17/20	275189	74.11-
00001 WARREN PAVING INC	26638	00193528 19002153 HOT ASPHALT VARI LOC	01/17/20	275189	188.04-
00001 WARREN PAVING INC	26715	00193528 19002154 HOT ASPHALT VARI LOC	01/17/20	275189	235.21-
00001 WARREN PAVING INC	26774	00193528 19002155 HOT ASPHALT VARI LOC	01/17/20	275189	181.91-
00001 WARREN PAVING INC	26862	00193528 19002156 HOT ASPHALT VARI LOC	01/17/20	275189	114.54-
00001 WARREN PAVING INC	26921	00193528 19002157 HOT ASPHALT VARI LOC	01/17/20	275189	338.11-
00001 WARREN PAVING INC	26965	00193528 19002158 HOT ASPHALT VARI LOC	01/17/20	275189	210.09-
00001 WARREN PAVING INC	27038	00193528 19002159 HOT ASPHALT VARI LOC	01/17/20	275189	304.41-
00001 WARREN PAVING INC	27108	00193528 19002160 HOT ASPHALT VARI LOC	01/17/20	275189	232.14-
00001 WARREN PAVING INC	27596	00193528 19002161 HOT ASPHALT VARI LOC	01/17/20	275189	119.44-
00001 WARREN PAVING INC	27417	00193528 19002162 HOT ASPHALT VARI LOC	01/17/20	275189	163.54-
00001 WARREN PAVING INC	27418	00193528 19002163 HOT ASPHALT VARI LOC	01/17/20	275189	232.14-
00001 WARREN PAVING INC	27509	00193528 19002164 HOT ASPHALT VARI LOC	01/17/20	275189	210.71-
00001 WARREN PAVING INC	27550	00193528 19002165 HOT ASPHALT VARI LOC	01/17/20	275189	186.21-
00001 WARREN PAVING INC	27599	00193528 19002166 HOT ASPHALT VARI LOC	01/17/20	275189	277.47-
00001 WARREN PAVING INC	27624	00193528 19002167 HOT ASPHALT VARI LOC	01/17/20	275189	173.95-
00001 WARREN PAVING INC	27865	00193528 19002168 HOT ASPHALT VARI LOC	01/17/20	275189	290.94-
00001 WARREN PAVING INC	27876	00193528 19002169 HOT ASPHALT VARI LOC	01/17/20	275189	240.11-
00001 WARREN PAVING INC	27908	00193528 19002170 HOT ASPHALT VARI LOC	01/17/20	275189	98.61-
00001 WARREN PAVING INC	27910	00193528 19002171 HOT ASPHALT VARI LOC	01/17/20	275189	107.80-
00001 WARREN PAVING INC	27913	00193528 19002172 HOT ASPHALT VARI LOC	01/17/20	275189	327.08-
00001 WARREN PAVING INC	27985	00193528 19002173 HOT ASPHALT VARI LOC	01/17/20	275189	248.07-
00001 WARREN PAVING INC	27992	00193528 19002174 HOT ASPHALT VARI LOC	01/17/20	275189	142.72-
00001 WARREN PAVING INC	28052	00193528 19002175 HOT ASPHALT VARI LOC	01/17/20	275189	161.09-
00001 WARREN PAVING INC	28231	00193528 19002176 HOT ASPHALT VARI LOC	01/17/20	275189	248.68-
00001 WARREN PAVING INC	28237	00193528 19002177 HOT ASPHALT VARI LOC	01/17/20	275189	556.15-

00001	WARREN PAVING INC	28350	00193528	19002178	HOT ASPHALT VARI LOC	01/17/20	275189	134.14-
00001	WARREN PAVING INC	28470	00193528	19002179	HOT ASPHALT VARI LOC	01/17/20	275189	243.78-
00001	WARREN PAVING INC	28473	00193528	19002180	HOT ASPHALT VARI LOC	01/17/20	275189	211.93-
00001	WARREN PAVING INC	28481	00193528	19002181	HOT ASPHALT VARI LOC	01/17/20	275189	115.76-
00001	WARREN PAVING INC	28556	00193528	19002182	HOT ASPHALT VARI LOC	01/17/20	275189	229.69-
00001	WARREN PAVING INC	28560	00193528	19002183	HOT ASPHALT VARI LOC	01/17/20	275189	355.25-
00001	WARREN PAVING INC	28635	00193528	19002184	HOT ASPHALT VARI LOC	01/17/20	275189	333.21-
00001	WARREN PAVING INC	11940	00195178	19002350	PAVING TUSCAN AVENUE	01/17/20	275189	91,935.63-
00001	WARREN PAVING INC	28806	00193528	19002354	HOT ASPHALT VARI LOC	01/17/20	275189	318.50-
00001	WARREN PAVING INC	28790	00193528	19002355	HOT ASPHALT VARI LOC	01/17/20	275189	112.09-
00001	WARREN PAVING INC	28892	00193528	19002356	HOT ASPHALT VARI LOC	01/17/20	275189	228.46-

WARREN PAVING INC								
Sum								108,218.45-
00001	WASTE MANAGEMENT OF SOUT	011903-2526-	00195820	19002022	RUBBISH DISPOSAL 12/19 SANIT	01/17/20	275190	1,677.94-
00001	WASTE MANAGEMENT OF SOUT	0011926-2526	00196095	19002293	DISPOSAL FEE 12/18-27/19 SANI	01/17/20	275190	874.28-

WASTE MANAGEMENT OF SOUT								
Sum								2,552.22-
00001	WATERS INTERNATIONAL TRU	08P883527	00195828	19002101	REPR PTS U#12688 & U#13174	01/17/20	275192	493.46-
00001	WATERS INTERNATIONAL TRU	08P883832	00195869	19002109	WASH BRUSH HANDLES SANIT	01/17/20	275192	37.70-

WATERS INTERNATIONAL TRU								
Sum								531.16-
00001	WEBBS PAINT COMPANY	701508	00193098	19002254	INT/EXT REPAIRS TRAIN DEPOT	01/17/20	275194	7,950.00-

WEBBS PAINT COMPANY								
Sum								7,950.00-
00001	98 WASTE LLC	2449	00195865	19001985	RUBBISH DISPOSAL 12/19-30 P/W	01/17/20	275196	2,205.00-
00001	98 WASTE LLC	2443	00195865	19001986	RUBBISH DISP 12/16-31 SANIT	01/17/20	275196	11,900.00-
00001	98 WASTE LLC	2445	00195865	19001987	RUBBISH DISP 12/16-30 PK/REC	01/17/20	275196	525.00-
00001	98 WASTE LLC	2444	00196179	19002379	RUBBISH DISPOSAL LAND CODE	01/17/20	275196	6,594.00-

98 WASTE LLC								
Sum								21,224.00-

Sum								1,771,152.81-

00002 CITY OF HATTIESBURG FUND TRF 2ND 1/20 02020265 19000535 TRF 2ND 1/20 PAYROLL	01/15/20	312627	66,216.49-

CITY OF HATTIESBURG FUND			
Sum			66,216.49-
00002 CLEMTS HARDWARE 124621 00195955 19000537 GAS JUGS GRNDS MAINT	01/17/20	274998	174.95-

CLEMTS HARDWARE			
Sum			174.95-
00002 COMSOUTH 194225 00195949 19000546 COMMUNICATION EQUIP GRNDS MNT	01/17/20	275003	2,799.52-

COMSOUTH			
Sum			2,799.52-
00002 CONNER, TOBARRA SPORTS SERVS 02020256 19000520 SPORTS SUPPORT SERVICES	01/17/20	275005	160.00-
00002 CONNER, TOBARRA SPORTS SERVS 02020256 19000525 SPORTS SUPPORT SERVICES	01/17/20	275005	68.00-

CONNER, TOBARRA			
Sum			228.00-
00002 EATON, ALVIN K (PETTY CA PETTY CASH 1 00196127 19000514 PETTY CASH 11/19 PARKS & REC	01/17/20	275023	39.21-

EATON, ALVIN K (PETTY CA			
Sum			39.21-
00002 ECONOMY SUPPLY CO 025818 00195752 19000491 QUIKCRETE EASTSIDE PARK	01/17/20	275027	35.40-
00002 ECONOMY SUPPLY CO 026345 00195970 19000547 BLDG SUPP MCNAIR CENTER	01/17/20	275027	219.25-

ECONOMY SUPPLY CO			
Sum			254.65-
00002 ELKINS WHOLESALE INC 403333 00 00 00195953 19000536 TRASH BAGS GRNDS MAINT	01/17/20	275028	323.36-

ELKINS WHOLESALE INC			
Sum			323.36-
00002 EXCEL INDUSTRIES INC 2182939 00194640 19000545 KAWASAKI LAWMOWERS GRNDS MNT	01/17/20	275030	24,498.80-

EXCEL INDUSTRIES INC			
Sum			24,498.80-
00002 FASTENAL COMPANY MSHAT223328 00195792 19000538 TIE WIRE KAMPER PK TENNIS CRT	01/17/20	275032	33.70-

FASTENAL COMPANY			
Sum			33.70-
00002 FELTS, GEREY SPORTS SERVS 02020256 19000519 SPORTS SUPPORT SERVICES	01/17/20	275034	176.00-

FELTS, GEREY			
Sum			176.00-
00002 GRAY, JAE'LAH O SPORTS SERVS 02020256 19000524 SPORTS SUPPORT SERVICES	01/17/20	275041	68.00-

GRAY, JAE'LAH O			
Sum			68.00-
00002 HAVARD PEST CONTROL INC 1418403 02020241 19000526 SERVS 2/15/19 S ANTONIO FL	01/17/20	275050	70.00-
00002 HAVARD PEST CONTROL INC 1454246 02020242 19000527 SERVS 5/31/19 S ANTONIO FL	01/17/20	275050	70.00-
00002 HAVARD PEST CONTROL INC 1532155 02020243 19000528 SRVS 11/20/19 S ANTONIO FL	01/17/20	275050	70.00-
00002 HAVARD PEST CONTROL INC 1478414 02020244 19000529 SERVS 7/18/19 TATUM PARK	01/17/20	275050	69.00-
00002 HAVARD PEST CONTROL INC 1513701 02020245 19000530 SENTRICON 10/1/19 TATUM PK	01/17/20	275050	249.00-

00002 HAVARD PEST CONTROL INC	1555570	00020201 19000531 QTR SRV BOYS BROTHERHOOD	01/17/20	275050	48.00-
00002 HAVARD PEST CONTROL INC	1555571	00020201 19000532 QTR SRV CAMERON FLD	01/17/20	275050	48.00-
00002 HAVARD PEST CONTROL INC	1555564	00020201 19000533 QTR SRV DAHMER POOL	01/17/20	275050	48.00-
00002 HAVARD PEST CONTROL INC	1555566	00020201 19000534 QTR SRV TATUM PK SOFTBALL	01/17/20	275050	125.00-

HAVARD PEST CONTROL INC					
Sum					797.00-
00002 KEELING COMPANY (HATTIES	S3699654.001	00195976 19000508 PLUMB SUPP TATUM PK FLD LEAK	01/17/20	275074	32.33-

KEELING COMPANY (HATTIES					
Sum					32.33-
00002 LANCASTER'S MACHINE & WE	24298	00195877 19000542 REPRS U#9905 TRACTOR	01/17/20	275084	200.00-
00002 LANCASTER'S MACHINE & WE	24295	00196018 19000543 WELD TRAILER RACKS-WEEDEATERS	01/17/20	275084	80.00-

LANCASTER'S MACHINE & WE					
Sum					280.00-
00002 LARRY'S WRECKER SERVICE	6878	00195892 19000544 TOWING U#11961 TRUCK	01/17/20	275086	100.00-

LARRY'S WRECKER SERVICE					
Sum					100.00-
00002 LOWE'S OF HATTIESBURG IN	936167	00194906 19000499 CHRISTMAS LIGHTS TOWN SQ PK	01/17/20	275090	206.78-
00002 LOWE'S OF HATTIESBURG IN	953474	00195142 19000500 CHRISTMAS LIGHTS TOWN SQ PK	01/17/20	275090	76.44-
00002 LOWE'S OF HATTIESBURG IN	936699	00195387 19000501 SUPP DOWNTOWN BAG LIGHTING	01/17/20	275090	85.34-
00002 LOWE'S OF HATTIESBURG IN	935695	00195447 19000502 SUPP DOWNTOWN BAG LIGHTING	01/17/20	275090	142.20-

LOWE'S OF HATTIESBURG IN					
Sum					510.76-
00002 MID SOUTH GLASS INC	0046787	00193849 19000495 GLASS REPRS MCNAIR CENTER	01/17/20	275093	397.00-

MID SOUTH GLASS INC					
Sum					397.00-
00002 MIMS, MARLANA D	PKS/REC PROG 02020257	19000518 SERVS HPR PICKLEBALL	01/17/20	275097	48.00-

MIMS, MARLANA D					
Sum					48.00-
00002 MS POWER COMPANY	1/20 PKS/REC 00020207	19000516 MNTHLY ELEC-PARKS & REC	01/17/20	275102	1,090.58-

MS POWER COMPANY					
Sum					1,090.58-
00002 NEEL-SCHAFFER INC	1061137	00196176 19000541 SERVS 9/19 TIMBERTON COMPLEX	01/17/20	275107	396.55-

NEEL-SCHAFFER INC					
Sum					396.55-
00002 OFFICE DEPOT INC	417851477001	00195198 19000496 CHAIRS MCNAIR CENTER STAFF	01/17/20	275115	629.93-
00002 OFFICE DEPOT INC	399529119001	00194435 19000513 FILE CABINET TATUM REC OFFICE	01/17/20	275115	181.01-

OFFICE DEPOT INC					
Sum					810.94-
00002 OFFICE PRODUCTS PLUS	887059-0	00195638 19000494 OFFICE SUPP REC ADM	01/17/20	275116	178.12-

OFFICE PRODUCTS PLUS					
Sum					178.12-

00002 PEANUTS TOWING SERVICE	92622	00196016 19000511 TOWING U#11961 TRUCK	01/17/20	275121	100.00-

PEANUTS TOWING SERVICE					
Sum					100.00-
00002 REGIONS CARDHOLDER SERVI	7079 12/31/1	00195084 19000497 FOLDING TABLES/CHAIRS	01/17/20	275134	495.76-
00002 REGIONS CARDHOLDER SERVI	7079 12/31/1	00195129 19000498 SUPP SENIORS POTTERY CLASS	01/17/20	275134	306.20-

REGIONS CARDHOLDER SERVI					
Sum					801.96-
00002 SPIRE ENERGY	1/20 PKS/REC	00020207 19000517 MNTHLY GAS-PARKS & REC	01/17/20	275158	583.93-

SPIRE ENERGY					
Sum					583.93-
00002 SPORTS ILLUSTRATED PLAY	488465 1/01/	00195939 19000507 REG FEES 12/1-31/19 REC ADM	01/17/20	275159	1,475.15-

SPORTS ILLUSTRATED PLAY					
Sum					1,475.15-
00002 STEWART, LARRY		SPORTS SERVS 02020256 19000522 SPORTS SUPPORT SERVICES	01/17/20	275162	192.00-

STEWART, LARRY					
Sum					192.00-
00002 WATER FLOW PRODUCTIONS I	11238	00195975 19000509 LABOR CHG TATUM PK FLD LEAKS	01/17/20	275191	270.00-

WATER FLOW PRODUCTIONS I					
Sum					270.00-

Sum					110,819.70-

Date - 01/15/20

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

Check
No.

Check
Amount

HATT.MUNICIPAL FIRE PROTECTION

00005	TRUSTMARK NATIONAL BANK/	27335025	NOT	02020233	19000010	FIRE TRUCK LEASE NOTE #22568	01/06/20	22259	16,377.37-
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TRUSTMARK NATIONAL BANK/

Sum

16,377.37-

Sum

16,377.37-

Date - 01/15/20

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER OPERATION/MAINT.							
00009 A & A SEPTIC TANK SERVIC	NOVEMBER	00195935	19000515	REFUND CREDIT BALANCE	01/17/20	274934	335.00-
A & A SEPTIC TANK SERVIC							
Sum							335.00-
00009 ANOINTED HANDS SERVICES, 6375 WTR BIL		00195048	19000487	SERVS 12/19 WTR BILLING	01/17/20	274947	525.00-
00009 ANOINTED HANDS SERVICES, 6387		00195060	19000488	SERVS 12/19 WTR PLANT	01/17/20	274947	488.00-
ANOINTED HANDS SERVICES,							
Sum							1,013.00-
00009 ARNOLD LINE WATER ASSN I 101433		00196123	19000536	WTR BILLING 10/19-12/19	01/17/20	274949	405.00-
ARNOLD LINE WATER ASSN I							
Sum							405.00-
00009 AUTO ARMATURE SERVICE IN 19594		00195653	19000521	BATTERY U#15646 PLANT	01/17/20	274956	145.95-
AUTO ARMATURE SERVICE IN							
Sum							145.95-
00009 BODY TECH INC	6826	00194313	19000511	TOWING U#20446 TRANS	01/17/20	274971	125.00-
00009 BODY TECH INC	6402	00195972	19000516	TOWING U#13513 TRANS	01/17/20	274971	65.00-
00009 BODY TECH INC	6708	00195972	19000517	TOWING U#19712 TRANS	01/17/20	274971	135.00-
BODY TECH INC							
Sum							325.00-
00009 BONNER ANALYTICAL TESTIN 70580		00195943	19000514	NPDES MONITORING 12/19 LAGNS	01/17/20	274972	1,863.96-
BONNER ANALYTICAL TESTIN							
Sum							1,863.96-
00009 BRUNINI GRANTHAM GROWER 243764		00195991	19000528	SERVS 12/19 GENERAL-SSO	01/17/20	274975	1,758.50-
BRUNINI GRANTHAM GROWER							
Sum							1,758.50-
00009 CARQUEST AUTO PARTS STOR 14758-131542		00193874	19000508	REPR PTS U#14712 TRANS	01/17/20	274984	28.92-
00009 CARQUEST AUTO PARTS STOR 14758-134209		00195470	19000509	REPR PTS U#20056 TRANS	01/17/20	274984	75.43-
00009 CARQUEST AUTO PARTS STOR 14758-134594		00195507	19000510	REPR PTS U#20027 TRANS	01/17/20	274984	5.52-
00009 CARQUEST AUTO PARTS STOR 14758-135099		00195942	19000520	REPR PTS U#20056 TRANS	01/17/20	274984	56.98-
00009 CARQUEST AUTO PARTS STOR 14758-135146		00195968	19000526	TRAILER ADAPTER U#18564 SEWER	01/17/20	274984	12.60-
CARQUEST AUTO PARTS STOR							
Sum							179.45-
00009 CERTIFIED LABORATORIES 3797842		00195671	19000505	MAINT CHEMICALS LAGOONS	01/17/20	274989	5,110.20-
CERTIFIED LABORATORIES							
Sum							5,110.20-

00009	CINTAS CORPORATION #J66	4038656621	00195797	19000479	UNIFORMS 12/30 TRANS	01/17/20	274996	98.87-
00009	CINTAS CORPORATION #J66	4038656621	00195797	19000480	UNIFORMS 12/30 PLANT	01/17/20	274996	45.39-
00009	CINTAS CORPORATION #J66	4038656621	00195797	19000481	UNIFORMS 12/30 SEWER	01/17/20	274996	28.80-
00009	CINTAS CORPORATION #J66	4038656621	00195797	19000482	UNIFORMS 12/30 LAGOON	01/17/20	274996	4.18-
00009	CINTAS CORPORATION #J66	4038656621	00195797	19000483	UNIFORMS 12/30 LAGOON	01/17/20	274996	19.48-
00009	CINTAS CORPORATION #J66	4038656346	00195791	19000484	MOP/MAT 12/30 PLANT	01/17/20	274996	16.79-
00009	CINTAS CORPORATION #J66	4037496493	00195821	19000491	UNIFORMS 12/16 WTR SERV MEN	01/17/20	274996	29.93-
00009	CINTAS CORPORATION #J66	4038100083	00195821	19000492	UNIFORMS 12/23 WTR SERV MEN	01/17/20	274996	57.93-
00009	CINTAS CORPORATION #J66	4038656958	00195821	19000493	UNIFORMS 12/30 WTR SERV MEN	01/17/20	274996	29.93-
00009	CINTAS CORPORATION #J66	4039221955	00195889	19000497	UNIFORMS 1/06 TRANS	01/17/20	274996	98.87-
00009	CINTAS CORPORATION #J66	4039221955	00195889	19000498	UNIFORMS 1/06 PLANT	01/17/20	274996	45.39-
00009	CINTAS CORPORATION #J66	4039221955	00195889	19000499	UNIFORMS 1/06 SEWER	01/17/20	274996	28.80-
00009	CINTAS CORPORATION #J66	4039221955	00195889	19000500	UNIFORMS 1/06 LAGOON	01/17/20	274996	4.18-
00009	CINTAS CORPORATION #J66	4039221955	00195889	19000501	UNIFORMS 1/06 LAGOON	01/17/20	274996	19.48-
00009	CINTAS CORPORATION #J66	4039221553	00195885	19000502	MOP/MAT 1/06 PLANT	01/17/20	274996	16.79-
00009	CINTAS CORPORATION #J66	4039221968	00196124	19000548	UNIFORMS 1/06 WTR SERVICE MEN	01/17/20	274996	29.93-
00009	CINTAS CORPORATION #J66	4039796636	00196124	19000549	UNIFORMS 1/13 WTR SERVICE MEN	01/17/20	274996	29.93-
00009	CINTAS CORPORATION #J66	4039796475	00196119	19000550	UNIFORMS 1/13 TRANS	01/17/20	274996	102.29-
00009	CINTAS CORPORATION #J66	4039796475	00196119	19000551	UNIFORMS 1/13 PLANT	01/17/20	274996	45.39-
00009	CINTAS CORPORATION #J66	4039796475	00196119	19000552	UNIFORMS 1/13 SEWER	01/17/20	274996	28.80-
00009	CINTAS CORPORATION #J66	4039796475	00196119	19000553	UNIFORMS 1/13 LAGOON	01/17/20	274996	19.48-
00009	CINTAS CORPORATION #J66	4039796252	00196111	19000554	MOP/MAT 1/13 PLANT	01/17/20	274996	16.79-

CINTAS CORPORATION #J66

Sum

817.42-

00009	CITY OF HATTIESBURG FUND TRF 2ND 1/20	02020265	19000565	TRF 2ND 1/20 PAYROLL	01/15/20	22260	105,309.01-
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CITY OF HATTIESBURG FUND

Sum

105,309.01-

00009	COMSOUTH	193165	00196115	19000537 FLEET TRACKING TRANS DEPT	01/17/20	275003	1,275.00-
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COMSOUTH

Sum

1,275.00-

00009	CONSOLIDATED PIPE & SPLY 0498755-000-	00195672	19000485	PLUMB SUPP SEWER DEPT STOCK	01/17/20	275006	645.12-
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CONSOLIDATED PIPE & SPLY

Sum

645.12-

00009	CONTROL SYSTEMS INC	57918	00196056	19000531 SERV CALL PLT #2 PUMP #4	01/17/20	275007	255.00-
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CONTROL SYSTEMS INC

Sum

255.00-

00009	CORE & MAIN (HD SUPPLY W L455853	00194128	19000532	MANHOLE RINGS/RISERS SEWER	01/17/20	275009	1,792.00-
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00009	CORE & MAIN (HD SUPPLY W L500525	00194128	19000533	MANHOLE RISERS/RINGS SEWER	01/17/20	275009	1,050.00-
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00009	CORE & MAIN (HD SUPPLY W L527876	00194128	19000534	MANHOLE RISERS/RINGS SEWER	01/17/20	275009	420.00-
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00009	CORE & MAIN (HD SUPPLY W L690000	00195388	19000539	PLUMB SUPP SEWER STOCK	01/17/20	275009	1,446.20-
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00009	CORE & MAIN (HD SUPPLY W L721783	00195388	19000540	PLUMB SUPP SEWER STOCK	01/17/20	275009	151.00-
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00009	CORE & MAIN (HD SUPPLY W L715541	00195744	19000560	PLUMB SUPP TRANS STOCK	01/17/20	275009	4,829.96-
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CORE & MAIN (HD SUPPLY W

Sum

9,689.16-

00009 CUSTOM BUILT TRAILERS OF 076521	00194384 19000504 TRAILER REPR PTS TRANS DEPT	01/17/20	275012	177.92-

CUSTOM BUILT TRAILERS OF				177.92-
Sum				414.00-
00009 DIXIE COMMUNITY UTILITY SEWER BILLIN	00195849 19000490 SEWER BILLING 1/2020	01/17/20	275017	414.00-

DIXIE COMMUNITY UTILITY				414.00-
Sum				27.00-
00009 EATON, ALVIN K (PETTY CA PETTY CASH 1	00196125 19000538 PETTY CASH 11/19 W&SO&M	01/17/20	275024	27.00-

EATON, ALVIN K (PETTY CA				27.00-
Sum				884.95-
00009 ELKINS WHOLESALE INC 402004	00195569 19000503 COVERALLS EQUIPMENT OPERATORS	01/17/20	275028	884.95-
00009 ELKINS WHOLESALE INC 397136	00194036 19000506 WADERS FOR WTR TRANS CREWS	01/17/20	275028	770.64-
00009 ELKINS WHOLESALE INC 397136-01	00194036 19000507 WADERS FOR WTR TRANS CREWS	01/17/20	275028	671.37-

ELKINS WHOLESALE INC				2,326.96-
Sum				90.00-
00009 GILLILANDS ELECTRONICS S 70849	00195770 19000478 ALARM 1/22-4/22/20 WTR BILLNG	01/17/20	275039	90.00-

GILLILANDS ELECTRONICS S				90.00-
Sum				45.00-
00009 HAVARD PEST CONTROL INC 1555569	00020201 19000555 QTR SRV WATER OFFICE	01/17/20	275050	45.00-
00009 HAVARD PEST CONTROL INC 1555586	00020201 19000556 QTR SRV WTR PLT-LAKEVIEW	01/17/20	275050	48.00-
00009 HAVARD PEST CONTROL INC 1555588	00020201 19000557 QTR SRV WTR WORKS JAMES ST	01/17/20	275050	50.00-
00009 HAVARD PEST CONTROL INC 1555589	00020201 19000558 QTR SRV BURKETT SWR STA	01/17/20	275050	40.00-

HAVARD PEST CONTROL INC				183.00-
Sum				30,673.88-
00009 L & A CONTRACTING CO 483-150	00196103 19000543 AERATOR MNT 12/16-29 LAGOONS	01/17/20	275080	30,673.88-

L & A CONTRACTING CO				30,673.88-
Sum				450.00-
00009 LANCASTER'S MACHINE & WE 24286	00195548 19000524 REPRS U#20378 TRANS	01/17/20	275084	450.00-

LANCASTER'S MACHINE & WE				450.00-
Sum				100.00-
00009 LARRY'S WRECKER SERVICE 6355	00191331 19000512 TOWING BOBCAT 334 TO SHOP	01/17/20	275086	100.00-

LARRY'S WRECKER SERVICE				100.00-
Sum				71.24-
00009 LOWE'S OF HATTIESBURG IN 937792	00195567 19000495 VACUUM WTR PLANT #2	01/17/20	275090	71.24-

LOWE'S OF HATTIESBURG IN				71.24-
Sum				95.05-
00009 MCELHANEY PLUMBING INC 282757	00195908 19000496 4 WHEEL PIPE CUTTER	01/17/20	275092	95.05-
00009 MCELHANEY PLUMBING INC 282781	00195907 19000522 PLUMB SUPP TRANS CREWS	01/17/20	275092	99.85-
00009 MCELHANEY PLUMBING INC 282219	00195298 19000535 PLUMB SUPP 52 WAVERLY COURT	01/17/20	275092	83.60-

MCELHANEY PLUMBING INC				278.50-
Sum				

00009 MILLS & SCANLON, P.A.	1292-0011M S	00196088	19000542	SERVS SEWER CONTRACTS	01/17/20	275096	840.00-

MILLS & SCANLON, P.A.							840.00-
Sum							41,951.93-
00009 MS POWER COMPANY	1/20 W&SO&M	00020207	19000544	MNTHLY ELEC-W&SO&M	01/17/20	275102	41,951.93-

MS POWER COMPANY							41,951.93-
Sum							399.99-
00009 OFFICE DEPOT INC	421311819001	00193714	19000525	PRINTER WTR PLANT #2	01/17/20	275115	399.99-

OFFICE DEPOT INC							399.99-
Sum							750.00-
00009 PATTERSON AUTO ELECTRIC	80353	00195886	19000529	REMOVE GPS TRACKING VARI UNITS	01/17/20	275120	750.00-

PATTERSON AUTO ELECTRIC							750.00-
Sum							8,790.64-
00009 PEARL RIVER VALLEY EPA (	1/20 W&SO&M	00020207	19000545	MNTHLY 1/20 PUBLIC SERVICES	01/17/20	275122	8,790.64-

PEARL RIVER VALLEY EPA (							8,790.64-
Sum							29.83-
00009 PINE BELT OIL COMPANY IN	4098049	00195973	19000519	FUEL CHG U#13513 SEWER DEPT	01/17/20	275126	29.83-

PINE BELT OIL COMPANY IN							29.83-
Sum							110.80-
00009 POLLARD WATER.COM-EAST	0148892	00193083	19000559	METER LOCKS WATER BILLING	01/17/20	275129	110.80-

POLLARD WATER.COM-EAST							110.80-
Sum							7,445.15-
00009 RJM MCQUEEN CONTRACTING	2026	00196144	19000561	DECEMBER PUMPING	01/17/20	275138	7,445.15-
00009 RJM MCQUEEN CONTRACTING	2027	00196144	19000562	SWR REPR S 25TH & O'FERRELL	01/17/20	275138	2,850.00-
00009 RJM MCQUEEN CONTRACTING	2028	00196144	19000563	SWR REPR GRAVEL LINE/GENEVA	01/17/20	275138	3,235.00-
00009 RJM MCQUEEN CONTRACTING	2029	00196144	19000564	SWR REPR CAMPBELL & BEVERLY	01/17/20	275138	1,560.00-

RJM MCQUEEN CONTRACTING							15,090.15-
Sum							1,418.04-
00009 SOUTHERN PINE ELECTRIC P	1/20 W&SO&M	00020206	19000546	MNTHLY 1/20 PUBLIC SERVICES	01/17/20	275153	1,418.04-

SOUTHERN PINE ELECTRIC P							1,418.04-
Sum							113.25-
00009 SOUTHERN PIPE & SUPPLY C	3739442-00	00195485	19000494	TUBING CUTTERS TRANS DEPT	01/17/20	275155	113.25-

SOUTHERN PIPE & SUPPLY C							113.25-
Sum							374.95-
00009 SOUTHERN TIRE MART LLC (	2520024411	00196053	19000541	TIRE U#18897 SEWER	01/17/20	275156	374.95-

SOUTHERN TIRE MART LLC (							374.95-
Sum							531.20-
00009 SPIRE ENERGY	1/20 W&SO&M	00020207	19000547	MNTHLY GAS-W&SO&M	01/17/20	275158	531.20-

SPIRE ENERGY							531.20-
Sum							

00009 STANDARD OFFICE SUPPLY C 08562	00194838 19000566 OFFICE SUPP WTR BILLING	01/17/20	275160	107.93-

STANDARD OFFICE SUPPLY C				107.93-
Sum				4,115.00-
00009 TRI STATE CHLORINATION 3622	00195678 19000518 CHLORINATION PUMPS WTR PLANTS	01/17/20	275170	4,115.00-

TRI STATE CHLORINATION				4,115.00-
Sum				47,622.57-
00009 UTILITY SERVICE CO INC 6248 1/01/20	00195945 19000513 QUARTERLY TANK INSPECTIONS	01/17/20	275182	47,622.57-

UTILITY SERVICE CO INC				47,622.57-
Sum				434.27-
00009 WALT MASSEY CHEVROLET 350735	00194463 19000523 ADDL AMT DUE PO#194713	01/17/20	275183	434.27-

WALT MASSEY CHEVROLET				434.27-
Sum				32.20-
00009 WATERS INTERNATIONAL TRU 08P883213	00195541 19000489 REPR PTS U#13176 SEWER DEPT	01/17/20	275192	32.20-

WATERS INTERNATIONAL TRU				32.20-
Sum				997.00-
00009 WRIGHT, J H & ASSOCIATES 420662	00195795 19000527 RPLCMNT PUMP BONHOMIE STA	01/17/20	275195	997.00-

WRIGHT, J H & ASSOCIATES				997.00-
Sum				287,629.02-

Sum				287,629.02-

Date - 01/15/20

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

Check
No.

Check
Amount

WATER & SEWER B & I

00010 PEOPLES BANK

#3278P&I 201 02020228 19000004 DEBT SERV PAY '15 W&S G/O

01/06/20

312606

626,975.00-

PEOPLES BANK

Sum

626,975.00-

00010 TRUSTMARK NATIONAL BANK 2/1/20 ISSUE 02020227 19000003 INT '16 GO W&S RFDG BONDS

01/06/20

114156

23,328.00-

TRUSTMARK NATIONAL BANK

Sum

23,328.00-

Sum

650,303.00-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 01/15/20

PERIOD ENDING JANUARY 17, 2020

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER FUND							
00011 ADELA INC (FORMERLY NS	040201490000	02020259	19000247	WATER COLLECTIONS FEES	01/17/20	274939	598.98-
00011 ADELA INC (FORMERLY NS	040201490000	02020260	19000248	WATER COLLECTIONS FEES	01/17/20	274939	608.61-
00011 ADELA INC (FORMERLY NS	040201490000	02020261	19000249	WATER COLLECTIONS FEES	01/17/20	274939	579.50-

ADELA INC (FORMERLY NS							
Sum							1,787.09-
00011 BARNES, JOHN E	METER DEP RF	02020246	19000237	METER DEP RFD	01/17/20	274960	20.96-

BARNES, JOHN E							
Sum							20.96-
00011 BAXTER, MICHAEL	METER DEP RF	02020246	19000228	METER DEP RFD	01/17/20	274963	75.00-

BAXTER, MICHAEL							
Sum							75.00-
00011 BAXTER, MILTON B	METER DEP RF	02020246	19000243	METER DEP RFD	01/17/20	274964	20.96-

BAXTER, MILTON B							
Sum							20.96-
00011 BEHLER, JOHN	METER DEP RF	02020246	19000230	METER DEP RFD	01/17/20	274965	17.96-

BEHLER, JOHN							
Sum							17.96-
00011 BLESSNS OF BEAUTY SALON	METER DEP RF	02020246	19000222	METER DEP RFD	01/17/20	274968	36.66-

BLESSNS OF BEAUTY SALON							
Sum							36.66-
00011 BRITT, SHANNON 111	METER DEP RF	02020246	19000244	METER DEP RFD	01/17/20	274974	20.96-

BRITT, SHANNON 111							
Sum							20.96-
00011 CITY OF HATTIESBURG FUND 12/19 WATER	02020216	19000213	12/19 WATER DIST 1/20	01/06/20	312619	516,775.88-	

CITY OF HATTIESBURG FUND							
Sum							516,775.88-
00011 CONERLY, CARRIE MAE 1	METER DEO RF	02020219	19000215	METER DEP RFD	01/17/20	275004	20.96-

CONERLY, CARRIE MAE 1							
Sum							20.96-
00011 COOPER, BLANCHE	WTR OVRPMT R	02020218	19000216	WTR OVRPMT RFD	01/17/20	275008	10.00-

COOPER, BLANCHE							
Sum							10.00-

00011 DAWSON, WAYNE1	METER DEP RF 02020246 19000227 METER DEP RFD	01/17/20	275015	13.36-

DAWSON, WAYNE1				
Sum				13.36-
00011 FARMER, CONSTANCE	METER DEP RF 02020246 19000224 METER DEP RFD	01/17/20	275031	20.96-

FARMER, CONSTANCE				
Sum				20.96-
00011 FORREST GENERAL CANCER T WTR OVRPMT R 02020247 19000219 WTR OVRPMT RFD		01/17/20	275036	593.47-

FORREST GENERAL CANCER T				
Sum				593.47-
00011 GRADY, GARRET	METER DEP RF 02020246 19000239 METER DEP RFD	01/17/20	275040	20.96-

GRADY, GARRET				
Sum				20.96-
00011 HALLMAN PROPERTIES 201 K METER DEP RF 02020246 19000242 METER DEP RFD		01/17/20	275043	20.96-

HALLMAN PROPERTIES 201 K				
Sum				20.96-
00011 HARRINGTON, MICHAEL	METER DEP RF 02020246 19000232 METER DEP RFD	01/17/20	275045	20.96-

HARRINGTON, MICHAEL				
Sum				20.96-
00011 HOUGE, RITA	METER DEP RF 02020246 19000231 METER DEP RFD	01/17/20	275056	20.96-

HOUGE, RITA				
Sum				20.96-
00011 HOWELL, LOWELL A	WTR OVRPMT R 02020247 19000217 WTR OVRPMT RFD	01/17/20	275057	60.52-
00011 HOWELL, LOWELL A	METER DEP RF 02020246 19000223 METER DEP RFD	01/17/20	275057	75.00-

HOWELL, LOWELL A				
Sum				135.52-
00011 HOWELL, LOWELL ALAN	METER DEP RF 02020246 19000221 METER DEP RFD	01/17/20	275058	8.96-

HOWELL, LOWELL ALAN				
Sum				8.96-
00011 HUX, BILLY	METER DEP RF 02020246 19000238 METER DEP RFD	01/17/20	275060	20.96-

HUX, BILLY				
Sum				20.96-
00011 KING, KADIJAH 1	METER DEP RF 02020246 19000235 METER DEP RFD	01/17/20	275076	2.20-

KING, KADIJAH 1				
Sum				2.20-
00011 LAMBERT, BRENDA 112 12TH METER DEP RF 02020246 19000246 METER DEP RFD		01/17/20	275082	20.96-

LAMBERT, BRENDA 112 12TH				
Sum				20.96-

00011 LAMBERT, BRENDA 2019	METER DEP RF 02020246 19000241 METER DEP RFD	01/17/20	275083	20.96-

LAMBERT, BRENDA 2019				20.96-
Sum				22.72-
00011 LINK, ABBY	METER DEP RF 02020246 19000234 METER DEP RFD	01/17/20	275089	22.72-

LINK, ABBY				22.72-
Sum				20.96-
00011 PARKS, PRESTON	METER DEP RF 02020246 19000236 METER DEP RFD	01/17/20	275119	20.96-

PARKS, PRESTON				20.96-
Sum				11.16-
00011 PETRO, PEYTON	WTR OVRPMT R 02020247 19000220 WTR OVRPMT RFD	01/17/20	275123	75.00-
00011 PETRO, PEYTON	METER DEP RF 02020246 19000240 METER DEP RFD	01/17/20	275123	

PETRO, PEYTON				86.16-
Sum				10.36-
00011 RAMIREZ, JUSTIN A	METER DEP RF 02020246 19000226 METER DEP RFD	01/17/20	275132	

RAMIREZ, JUSTIN A				10.36-
Sum				20.96-
00011 REVIES, LEAH N	METER DEP RF 02020219 19000214 METER DEP RFD	01/17/20	275135	

REVIES, LEAH N				20.96-
Sum				20.96-
00011 SANFORD, JENNA	METER DEP RF 02020246 19000233 METER DEP RFD	01/17/20	275141	

SANFORD, JENNA				20.96-
Sum				100.00-
00011 SEARS HOLDINGS MGMT CORP	WTR OVRPMT R 02020247 19000218 WTR OVRPMT RFD	01/17/20	275146	

SEARS HOLDINGS MGMT CORP				100.00-
Sum				20.96-
00011 SMITH, DAVID C	METER DEP RF 02020246 19000225 METER DEP RFD	01/17/20	275150	

SMITH, DAVID C				20.96-
Sum				20.96-
00011 TRIPP, STEPHEN 207 N 19T	METER DEP RF 02020246 19000245 METER DEP RFD	01/17/20	275172	

TRIPP, STEPHEN 207 N 19T				20.96-
Sum				20.96-
00011 WATTS, DAVID EUGENE	METER DEP RF 02020246 19000229 METER DEP RFD	01/17/20	275193	

WATTS, DAVID EUGENE				20.96-
Sum				
				520,052.62-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date

- 01/15/20

PERIOD ENDING JANUARY 17, 2020

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
CITY B & I							
00013 HANCOCK WHITNEY BANK	10	GO RFDG B 02020239	19000002	10 GO RFDG BOND AGENT FEE	01/07/20	114158	750.00-

HANCOCK WHITNEY BANK							
Sum							750.00-

Sum							750.00-

Date - 01/15/20

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Check
Amount

2006 TIF B&I-TURTLE CROSSING

00023	TRUSTMARK NATIONAL BANK	#166P&I CROS	02020231	19000001	DEBT SERVICE PAY-CROSSCREEK	01/06/20	114154	111,250.00-
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TRUSTMARK NATIONAL BANK

Sum

111,250.00-

Sum

111,250.00-

Date - 01/15/20

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Amount

2011 TIF B&I-KOHL'S

00025 FIRST NATL BANK OF CLARK 12/31/19 FEE 02020235 19000002 AGENT FEES TURTLE CREEK

01/06/20

114152

1,940.00-

FIRST NATL BANK OF CLARK

Sum

1,940.00-

Sum

1,940.00-

Date - 01/15/20

2016 TIF B&I-WHISPERING PINES								
00026	CITY OF HATTIESBURG FUND	12/31/19	02020234	19000001	PAYING AGENT FEES WHISP PINES	01/06/20	114153	1,940.00-
00026	CITY OF HATTIESBURG FUND	12/15/2019	02020229	19000002	DEBT SERVICE WHISP PINES	01/06/20	114157	55,571.25-

CITY OF HATTIESBURG FUND								
Sum								57,511.25-

Sum								57,511.25-

Date - 01/15/20

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Check
Amount

TAX COLLECTOR'S FUND
00027 LIBRARY, THE

12/19 MILLAG 02020220 19000030 12/19 MILLAGE DIST 01/20	01/06/20	312613	4,902.33-
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LIBRARY, THE
Sum

4,902.33-

Sum

4,902.33-

Date - 01/15/20

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Amount

AIRPORT IMPROVEMENT FUND
00039 KUTCHINS & GROH LLC

3217

00196173

19000024

SRV AIRPT IND FEE ANALYSIS

01/17/20

275079

3,250.00-

KUTCHINS & GROH LLC
Sum

3,250.00-

Sum

3,250.00-

Date - 01/15/20

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Amount

2015A TIF B&I-RIDGE/TURTLE CRK

00050 FIRST NATIONAL BANK OF C 12/31/19

02020236 19000003 PAYING AGENT FEES RIDGE T/C

01/06/20

114151

1,940.00-

FIRST NATIONAL BANK OF C

Sum

1,940.00-

Sum

1,940.00-

Date - 01/15/20

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Number

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Check
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Check
No.

Check
Amount

2015B TIF B&I-MIDTOWN MARKET

00051 FIRST NATIONAL BANK OF C 12/31/19

02020237 19000002 PAYING AGENT FEES MIDTWN MKT

01/06/20

114150

1,940.00-

FIRST NATIONAL BANK OF C

Sum

1,940.00-

Sum

1,940.00-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 01/15/20

PERIOD ENDING JANUARY 17, 2020

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MASS TRANSIT FUND							
00073 ANOINTED HANDS SERVICES, 6375 HUB CIT	00195048	19000155	SERVS 12/19 HUB CITY TRANSIT	01/17/20	274947	325.00-	
ANOINTED HANDS SERVICES,							
Sum						325.00-	
00073 AUTOMOTIVE GLASS SPECIAL I234495	00195981	19000160	SAFETY GLASS U#21120 BUS	01/17/20	274957	375.00-	
00073 AUTOMOTIVE GLASS SPECIAL I234505	00196004	19000161	REPLACE GLASS U#16760 BUS	01/17/20	274957	195.00-	
AUTOMOTIVE GLASS SPECIAL							
Sum						570.00-	
00073 BULK FUELS, LLC	3537	00195938	19000157 WASTE OIL REMOVAL	01/17/20	274977	75.00-	
BULK FUELS, LLC							
Sum						75.00-	
00073 CITY OF HATTIESBURG FUND TRF 2ND 1/20	02020265	19000165	TRF 2ND 1/20 PAYROLL	01/15/20	114162	42,583.01-	
CITY OF HATTIESBURG FUND							
Sum						42,583.01-	
00073 COMSOUTH	194281	00196131	19000166 INSTALL EQUIP U#15648& 20988	01/17/20	275003	123.80-	
COMSOUTH							
Sum						123.80-	
00073 COURTESY MOTORS INC	261434	00195898	19000162 REPRS U#20584	01/17/20	275011	2,560.63-	
COURTESY MOTORS INC							
Sum						2,560.63-	
00073 EATON, ALVIN K (PETTY CA PETTY CASH 1	00196128	19000159	PETTY CASH 11/19 HCT	01/17/20	275022	76.05-	
EATON, ALVIN K (PETTY CA							
Sum						76.05-	
00073 EMPIRE TRUCK SALES (H'BU RE006031046:	00193412	19000151	REPRS U#16234 BUS	01/17/20	275029	815.91-	
00073 EMPIRE TRUCK SALES (H'BU CE006153672:	00193412	19000153	CORE CREDIT	01/17/20	275029	182.00	
EMPIRE TRUCK SALES (H'BU							
Sum						633.91-	
00073 GROVE TRANSIT	JARC PROGRAM	00196049	19000158 JARC TRIPS 12/8-21/19	01/17/20	275042	3,917.00-	
GROVE TRANSIT							
Sum						3,917.00-	
00073 HAVARD PEST CONTROL INC	1555592	00020201	19000164 QTR SRV MASS TRANSIT	01/17/20	275050	48.00-	
HAVARD PEST CONTROL INC							
Sum						48.00-	

00073 NEEL-SCHAFFER INC	1062735	00196129 19000163 SRVS CITY BUS STOPS PROJECT	01/17/20	275107	809.02-

NEEL-SCHAFFER INC					809.02-
Sum					
00073 TRUCK SMART LLC	2130	00195755 19000152 BRAKE REPR U#16234 BUS	01/17/20	275173	232.92-

TRUCK SMART LLC					232.92-
Sum					
00073 WARING OIL CO (GULFPORT)	001820750	00195158 19000156 MOTOR OIL FOR BUSES	01/17/20	275184	1,686.00-

WARING OIL CO (GULFPORT)					
Sum					1,686.00-

Sum					53,640.34-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

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PERIOD ENDING JANUARY 17, 2020

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount

WATER&SEWER CONSTRUCTION FUND							
00075 SHOWS DEARMAN & WAITS IN	21201	00196148	19000031	SRV 11/24-12/21 LAMAR BLVD	01/17/20	275148	1,270.00-
00075 SHOWS DEARMAN & WAITS IN	21204	00196150	19000032	SRV 11/24-12/21 INFRASTRUCTRE	01/17/20	275148	8,200.00-
00075 SHOWS DEARMAN & WAITS IN	21205	00196151	19000033	SRV 11/24-12/21 FIRE HYD APP	01/17/20	275148	1,082.00-
00075 SHOWS DEARMAN & WAITS IN	21207	00196153	19000034	SRV 11/24-12/21 INFRASTRUCTRE	01/17/20	275148	8,979.45-
00075 SHOWS DEARMAN & WAITS IN	21203	00196149	19000035	SRV 11/24-12/21 WTR IMPRVMNTS	01/17/20	275148	1,050.00-
00075 SHOWS DEARMAN & WAITS IN	21206	00196152	19000036	SRV 11/24-12/21 E JERUSALEM	01/17/20	275148	8,742.77-

SHOWS DEARMAN & WAITS IN							
Sum							29,324.22-

Sum							29,324.22-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 01/15/20

PERIOD ENDING JANUARY 17, 2020

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND							
00077 AAMCO TRANSMISSION (PINE	I142251	00195809	19000117	REPRS U#19098 COMM CNTRS	01/17/20	274935	387.63-

AAMCO TRANSMISSION (PINE							387.63-
Sum							
00077 CINTAS CORPORATION #J66	4036349668	00195962	19000122	UNIFORMS 12/02 COMM CENTERS	01/17/20	274996	73.72-
00077 CINTAS CORPORATION #J66	4036910454	00195962	19000123	UNIFORMS 12/09 COMM CENTERS	01/17/20	274996	67.66-
00077 CINTAS CORPORATION #J66	4037496615	00195962	19000124	UNIFORMS 12/16 COMM CENTERS	01/17/20	274996	67.66-
00077 CINTAS CORPORATION #J66	4038100216	00195962	19000125	UNIFORMS 12/23 COMM CENTERS	01/17/20	274996	67.66-
00077 CINTAS CORPORATION #J66	4038657087	00195962	19000126	UNIFORMS 12/30 COMM CENTERS	01/17/20	274996	67.66-

CINTAS CORPORATION #J66							344.36-
Sum							
00077 CITY OF HATTIESBURG FUND	TRF 2ND 1/20	02020265	19000143	TRF 2ND 1/20 PAYROLL	01/15/20	312627	22,477.29-

CITY OF HATTIESBURG FUND							22,477.29-
Sum							
00077 EATON, ALVIN K (PETTY CA	PETTY CASH 1	00196128	19000131	PETTY CASH 11/19 COMM CNTRS	01/17/20	275021	26.33-

EATON, ALVIN K (PETTY CA							26.33-
Sum							
00077 HAVARD PEST CONTROL INC	1555579	00020201	19000137	QTR SRV CE ROY CENTER	01/17/20	275050	48.00-
00077 HAVARD PEST CONTROL INC	1555572	00020201	19000138	QTR SRV SHERRILL CENTER	01/17/20	275050	115.00-
00077 HAVARD PEST CONTROL INC	1555575	00020201	19000139	QTR SRV MCNAIR CENTER	01/17/20	275050	48.00-
00077 HAVARD PEST CONTROL INC	1555578	00020201	19000140	QTR SRV CULTURAL CENTER	01/17/20	275050	48.00-

HAVARD PEST CONTROL INC							259.00-
Sum							
00077 INDEPENDENT ELEVATOR INS	1772	00195519	19000121	ANNUAL INSPECTION CITY HALL	01/17/20	275062	197.60-
00077 INDEPENDENT ELEVATOR INS	1773	00195517	19000127	ANNUAL INSPECT CULTURAL CNTR	01/17/20	275062	187.60-

INDEPENDENT ELEVATOR INS							385.20-
Sum							
00077 JORDAN BROS PLUMBING INC	PO#195767 12	00195767	19000128	PLUMB SUPP MCNAIR CENTER	01/17/20	275072	100.00-

JORDAN BROS PLUMBING INC							100.00-
Sum							
00077 MCELHANEY PLUMBING INC	282755	00195765	19000120	PLUMB SUPP MCNAIR CENTER	01/17/20	275092	64.95-
00077 MCELHANEY PLUMBING INC	282809	00195982	19000129	PLUMB SUPP TRAIN DEPOT	01/17/20	275092	53.90-

MCELHANEY PLUMBING INC							118.85-
Sum							
00077 MS POWER COMPANY	1/20 COMM CT	00020207	19000135	MNTHLY ELEC-COMM CENTERS	01/17/20	275102	2,610.50-

MS POWER COMPANY							2,610.50-
Sum							

00077 NEW TESTAMENT BAPTIST CH CE ROY CENTE 02020252 19000133 DAMAGE DEPOSIT REFUND	01/17/20	275108	100.00-

NEW TESTAMENT BAPTIST CH			
Sum			100.00-
00077 OFFICE DEPOT INC 2373035209 00195927 19000141 OFFICE SUPP SHERRILL CENTER	01/17/20	275115	145.08-

OFFICE DEPOT INC			
Sum			145.08-
00077 PORTER, KECIA (REFUND) SHERRILL CEN 02020252 19000132 DAMAGE DEPOSIT REFUND	01/17/20	275130	100.00-

PORTER, KECIA (REFUND)			
Sum			100.00-
00077 REGIONS CARDHOLDER SERVI 7079 12/31/1 00195412 19000119 LATOP FOR ART'S COUNCIL	01/17/20	275134	1,198.96-

REGIONS CARDHOLDER SERVI			
Sum			1,198.96-
00077 SOLAR SUPPLY INC 3424160 00195766 19000130 ELEC SUPP MCNAIR CENTER	01/17/20	275151	119.94-

SOLAR SUPPLY INC			
Sum			119.94-
00077 SPIRE ENERGY 1/20 COMM CN 00020207 19000136 MNTHLY GAS-COMM CENTERS	01/17/20	275158	1,430.77-

SPIRE ENERGY			
Sum			1,430.77-
00077 THIRD WORLD, LLC (REFUND ART CENTER 7 02020252 19000134 DAMAGE DEPOSIT REFUND	01/17/20	275164	100.00-

THIRD WORLD, LLC (REFUND			
Sum			100.00-
00077 THYSSENKRUPP ELEVATOR CO 3004910880 00196145 19000142 MAINT 11/19-1/20 CULTURAL CTR	01/17/20	275165	1,002.89-

THYSSENKRUPP ELEVATOR CO			
Sum			1,002.89-

Sum			30,906.80-

Date - 01/15/20

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Number

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SPEC SALES TAX-P&R/UNIV IMPROV

00086	JEFCOAT FENCE OF HATTIES	0021859	00193335	19000024	FENCING EAST 8TH ST PK PROJ	01/17/20	275070	9,995.00-
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JEFCOAT FENCE OF HATTIES

Sum

00086 NEEL-SCHAFFER INC	1061727	00196146	19000025	SRV 10/19 9TH ST PK FLD DRNGE	01/17/20	275107	1,063.89-
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NEEL-SCHAFFER INC

Sum

1,063.89-

Sum

11,058.89-

Date - 01/15/20

Check
Amount

875.00-

875.00-

25,349.00-

316.71-

25,665.71-

26,540.71-

Date - 01/15/20

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Amount

PUBLIC SAFETY/REC CONSTRUCTION

00088	ALBERT & MCCLESKEY ASSOC	INVOICE NO.3	00196170	19000017	SRVS PUBLIC SAFETY COMPLEX	01/17/20	274944	24,049.36-
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ALBERT & MCCLESKEY ASSOC

Sum	24,049.36-
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00088	HANCO	CORP	EST#10	PUB	S	00196171	19000018	SRVS	PUBLIC	SAFETY	COMPLEX	01/17/20	275044	777,375.53-
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HANCO CORP

Sum	777,375.53-
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Sum	801,424.89-
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Grand Total Level

Sum	4,642,211.93-
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