



**Tuesday, February 18, 2020
4:00 PM**

**City Council
Tuesday Meeting Agenda**

**Council Chambers
200 Forrest Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Appeal Public Hearing

- 1. 2020-102** Hold public hearing for appeal filed by Terreal Garner to appeal the Hattiesburg Historic Conservation Commission's Denial of the petition filed by Terreal Garner to paint exterior brick at 1817 Adeline St. The HHCC Denied on January 8, 2020.

Presentation Agenda

Citizens' Forum

Agenda Adjustments

- **Remove Policy Item No. 9 at the request of the Administration.**

POLICY AGENDA

- 1. 2020-76** Approve the minutes for the February 3 & 4, 2020 meetings of the City Council.
- 2. 2020-110** Approve or Deny the petition filed by filed by Terreal Garner to paint exterior brick 1817 Adeline St. (PPIN 16402, Ward 4); Hattiesburg Historic Conservation Commission voted to Deny on January 8, 2020.
- 3. 2020-109** Approve or Deny a petition filed by Bob Blevins, Representative, and William Carey

University, Owner, to request a twenty (20) feet variance from Section 6, Table 6.1 “Minimum Front Setback” for R-3, for a setback of zero (0) feet along Cherry Street for a proposed building located at 608 Tuscan Avenue (Ward 2). The Board of Adjustment recommended to Approve on February 12, 2020.

4. **2020-101** Adopt an Ordinance for the petition filed by Bob Blevins, Representative, and William Carey University to close and vacate a portion of the alley, which is located north of Tuscan Avenue between Cedar Street and Cherry Street (Ward 2). The Planning Commission recommended to Approve on February 05, 2020.
5. **2020-100** Adopt an Ordinance for the petition filed by Bob Blevins, Representative, and William Carey University, Owner, to change the zoning classification for a certain property located along Tuscan Avenue and 1304 Magnolia Avenue (Ward 2) from Section 4.5.3, R-1A (Single-Family Residential) District to Section 4.5.7, R-3 (Multi-Family Residential) District. The Planning Commission recommended to Approve on February 05, 2020.
6. **2020-99** Adopt an Ordinance for the petition filed by Adam Caracci, Applicant, and Quality Restaurant Concepts, LLC, Owner, to change the zoning classification for the northern portion of the certain property located at 3703 Hardy Street (Ward 1) from Section 4.5.9, B-2 (Neighborhood Business) District to Section 4.5.10, B-3 (Commercial Business) District. The Planning Commission recommended to Approve on February 05, 2020.
7. **2020-92** Approve the Mississippi Department of Archives and History (MDAH) Community Heritage Preservation Grant Memorandum of Agreement 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. Authorize reimbursement of Hattiesburg Public School District, pursuant to Mississippi Code Ann. 37-171-1 and authorize the Mayor to execute in duplicate.
8. **2020-94** Adopt a Resolution setting Public Hearing on Monday, March 16, 2020 at 4:00 p.m. in the City Council Chambers 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.
9. **2020-108** Adopt a Resolution and Order to Condemn property to be acquired from PPIN 19935, Parcel 2-029-10-159.00 - **REMOVED**.

- 10. 2020-129** Adopt a Resolution requesting the Mississippi Legislature to correct a drafting error related to the Hattiesburg Tourism Commission's governing authority in the 2014 and 2017 extensions of the enabling legislation; and to extend the repealer imposed on the Hattiesburg Tourism Commission and the special tax levied therefore, to July 2024.
- 11. 2020-111** Adopt a Resolution authorizing Requisition No. 59 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.
- 12. 2020-106** Adopt a Resolution to increase the City's contribution to the project fund for State Aid Project No. DECD-0018(34) BO, also known as the North 31st Avenue and Alley project.
- 13. 2020-78** Approve a Lighting Agreement with Mississippi Power Company for additional lighting at 817 Country Club Road for an additional monthly increase of \$12.47 and authorize the Mayor to execute the same.
- 14. 2020-80** Approve a Lighting Agreement with Mississippi Power Company for additional lighting at 1912 Ridgeway Lane for an additional monthly increase of \$12.40 and authorize the Mayor to execute the same.
- 15. 2020-81** Approve a Lighting Agreement with Mississippi Power Company for additional lighting at S 14th Avenue from Hardy to Adeline Streets for an additional monthly increase of \$62.62 and authorize the Mayor to execute the same.
- 16. 2020-91** Adopt a Resolution to advertise municipal resources through activities and exhibits of the Hattiesburg Alliance for Public Art as authorized by Section 17-3-1 of the Mississippi Code of 1972 as annotated and amended and authorize manual check for same.
- 17. 2020-87** Approve Engagement Letter with Hicks Law Firm in reference to Civil Action Case No. C I 13-0068.
- 18. 2020-84** Approve Professional Services Agreement between City of Hattiesburg and ChemPro Services, LLC., to provide herbicide application services for the City of

Hattiesburg and authorize the Mayor to execute the same.

19. **2020-89** Approve or deny changes to wages and salaries in accordance with Ordinance No. 3154.

20. **2020-104** Authorize submission of the FY2021 Mississippi State Department of Health, Office Against Interpersonal Violence, STOP Violence Against Women Act (VAWA) grant application. The grant budget is for a total of \$49,102.26 (\$36,585.11 Federal/State funds and \$12,517.15 local match).

21. **2020-107** Authorize submission of Mississippi Office of Highway Safety Grant Application in the amount of \$83,857 for the FY21 Impaired Driving Program; Authorize Mayor to execute in duplicate.

22. **2020-96** Acknowledge receipt of Closing Documents for the Tuscan Avenue Infrastructure Improvements project, approve final acceptance of project, and authorize payment of final pay application to contractor.

23. **2020-95** Acknowledge bids received February 6, 2020 for the Big Yank Demolition Project and accept the bid from Jack Ferrill's Heavy Equipment in the amount of \$162,500.00 as the lowest and best bid received; Authorize Mayor to execute contracts upon preparation.

24. **2020-114** Acknowledge receipt of letter from the Department of Revenue, granting ad valorem tax exemption to Hattiesburg Farm, LLC, for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2028, with a true total value of \$47,592.512.00; and adopt final order allowing the same.

25. **2020-123** Acknowledge receipt of letter from the Department of Revenue, granting ad valorem tax exemption to Kohler Company, for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2028, with a true total value of \$23,791,896.00; and adopt final order allowing the same.

26. **2020-117** Acknowledge receipt of letter from the Department of Revenue, granting ad valorem tax exemption to Georgia Pacific Consumer Operations, for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2028, with a true total value of \$7,378,819.00; and adopt final order allowing the same.

- 27. **2020-124** Acknowledge receipt of letter from the Department of Revenue, granting ad valorem tax exemption to Resinall Corporation, for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2028, with a true total value of \$6,939,952.00; and adopt final order allowing the same.

- 28. **2020-115** Acknowledge receipt of letter from the Department of Revenue, granting ad valorem tax exemption to Mar-Jac Poultry MS, LLC, for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2028, with a true total value of \$2,629.912.00; and adopt final order allowing the same.

- 29. **2020-116** Acknowledge receipt of letter from the Department of Revenue, granting ad valorem tax exemption to The Merchants Co., for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2028, with a true total value of \$1,397,487.00; and adopt final order allowing the same

- 30. **2020-126** Acknowledge receipt of letter from the Department of Revenue, granting ad valorem tax exemption to Wis-Pak of Hattiesburg, LLC, for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2028, with a true total value of \$916,681.00; and adopt final order allowing the same.

- 31. **2020-118** Acknowledge receipt of letter from the Department of Revenue, granting ad valorem tax exemption to Western Container Corporation, for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2028, with a true total value of \$3,140,205.00; and adopt final order allowing the same.

- 32. **2020-125** Acknowledge receipt of letter from the Department of Revenue, granting ad valorem tax exemption to Sofidel America Corporation, for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2028, with a true total value of \$353,211.00; and adopt final order allowing the same.

- 33. **2020-119** Acknowledge receipt of letter from the Department of Revenue, granting ad valorem tax exemption to Zeon Chemicals, L.P., for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2028, with a true total value of \$249,823.00; and adopt final order allowing the same.

- 34. **2020-120** Acknowledge receipt of letter from the Department of Revenue, granting ad valorem tax exemption to Green Bay Converting, Inc., for a period not to exceed ten (10)

years, commencing January 1, 2018, and ending December 31, 2028, with a true total value of \$239,210.00; and adopt final order allowing the same.

35. **2020-121** Acknowledge receipt of letter from the Department of Revenue, granting ad valorem tax exemption to Mississippi Tank Company, for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2028, with a true total value of \$160,211.00; and adopt final order allowing the same.
36. **2020-122** Acknowledge receipt of letter from the Department of Revenue, granting ad valorem tax exemption to Hybrid Plastics, Inc., for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2028, with a true total value of \$90,000.00; and adopt final order allowing the same.
37. **2020-128** Ratify and confirm the Mayor's appointment of Eddie Holloway to the Hattiesburg Public School Board for an amended term beginning February 13, 2020 and ending August 31, 2024.

ROUTINE AGENDA

1. **2020-86** Acknowledge Proof of Publications for the month of January 2020.
2. **2020-105** Acknowledge receipt of Privilege Tax License monthly report for January 2020.
3. **2020-88** Acknowledge receipt of letter from The Lucky Rabbit and The Burg Shirt Company granting permission to the City of Hattiesburg to use the term "Litterburg" in the City's anti-littering campaign at no cost.
4. **2020-97** Acknowledge receipt of a Permanent Utility Easement from Derek R. and Amy B. Arrington for a portion of Forrest County Tax Parcel No. 2-041L-33-001.08 (PPIN 41294) in Timberton Subdivision.
5. **2020-112** Approve Specifications and Authorize Publication of Advertisement for Term Bids for (1) one Vacuum Truck for the City of Hattiesburg Water and Sewer Department.
6. **2020-103** Approve Plans and Specifications for the Hattiesburg American Building Reroof project and Authorize publication of advertisement for bids.

7. **2020-85** Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}

8. **2020-83** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

9. **2020-113** Approve claims docket for the period ending February 14, 2020.

In Memoriam:

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Andrew Ellard, Director

Date: Tuesday, February 18, 2020

Re: Hold public hearing for appeal filed by Terreal Garner to appeal the Hattiesburg Historic Conservation Commission's Denial of the petition filed by Terreal Garner to paint exterior brick at 1817 Adeline St. The HHCC Denied on January 8, 2020.
File Number: 2020-102
Minute Book #

Summary

Hold Appeal Hearing – Hattiesburg Historic Conservation Commission (HHCC) - 1817 Adeline St. paint exterior brick, W4

Recommendation Statement

Please place this on the February 18, 2020 City Council meeting for consideration.

**MINUTES OF THE MEETING OF THE
HATTIESBURG HISTORIC CONSERVATION COMMISSION**

Wednesday, January 8, 2020

The Hattiesburg Historic Conservation Commission met January 8, 2020, at 12:03 p.m. in the Dining Room of the Jackie Dole Sherrill Community Center, 220 W. Front St., Hattiesburg, Mississippi. Tom Boldo presided as Chair.

Commissioners present: Tom Boldo, Chair
Cory Ferraez
Glenn Nees
Patti Mowery
Margaret Dwight Shelton

Commissioners absent: Mary Halliwell
Michael Anderson
Rion Snowden

Staff present: Russell Archer, Historic Preservation Planner
Ginger Lowrey, Planning Manager
Wiley Quinn, Manager, Code Enforcement Division
Andy Parker, City Arborist

Staff absent: Andrew Ellard, Director of Urban Development

AGENDA

There came the matter of the agenda for the meeting of January 8, 2020. A motion was made by Commissioner Shelton and seconded by Commissioner Mowery to approve the agenda as submitted. The motion carried.

MINUTES

There came the matter of the minutes for the December 2019, meeting. A motion was made by Commissioner Mowery and seconded by Commissioner Shelton that the minutes be approved as submitted. The motion carried.

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Terreal Garner, Owner, requesting approval to paint exterior brick at 1817 Adeline St. in the Parkhaven Historic District.

	<u>Name</u>	<u>Title</u>
Presented by:	Terreal Garner	Owner/Applicant
Others to speak:	Otis Griffin, Jr.	North Main resident

Discussion and Vote Commissioner Nees recommended painting the shutters, door and trim a different color and to add carefully planned landscaping in order better accentuate the house. Commissioner Boldo and Commissioner Mowery referenced the design guidelines and stated that they recommended against painting of exterior brick.

Motion: Deny the application due to the proposed work being inconsistent with the design guidelines manual.

Motion made by: Patti Mowery

Motion seconded by: Margaret Dwight Shelton

Commissioners voting aye: Patti Mowery, Margaret Dwight Shelton, Tom Boldo

Commissioners voting nay: Cory Ferraez, Glenn Nees

Commissioners abstaining: None

The motion to deny carried.

Other Business

There came the matter of the City Arborist's report. Mr. Parker gave a report.

There came the matter of the Code Official's report. Mr. Quinn gave a report.

There came the matter of the Coordinator's report. Mr. Archer gave a report and provided the Commissioners with the updated informational brochure "Historic Conservation & Preservation" that is available to citizens and property owners within the historic districts.

There being no further business, upon motion duly made by Commissioner Mowery and seconded by Commissioner Ferraez, and unanimously approved, the meeting was adjourned at 12:39 p.m.

Respectfully submitted,

Tom Boldo, Chair

Russell Archer, Recording Secretary/ Historic Planner

Hattiesburg Historic Conservation Commission

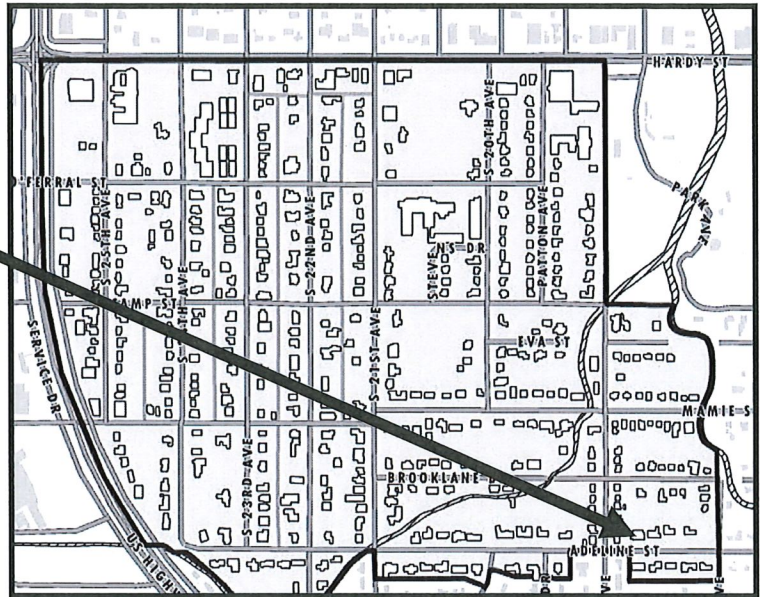
Application Data Sheet—Item 1

Historic District: Parkhaven

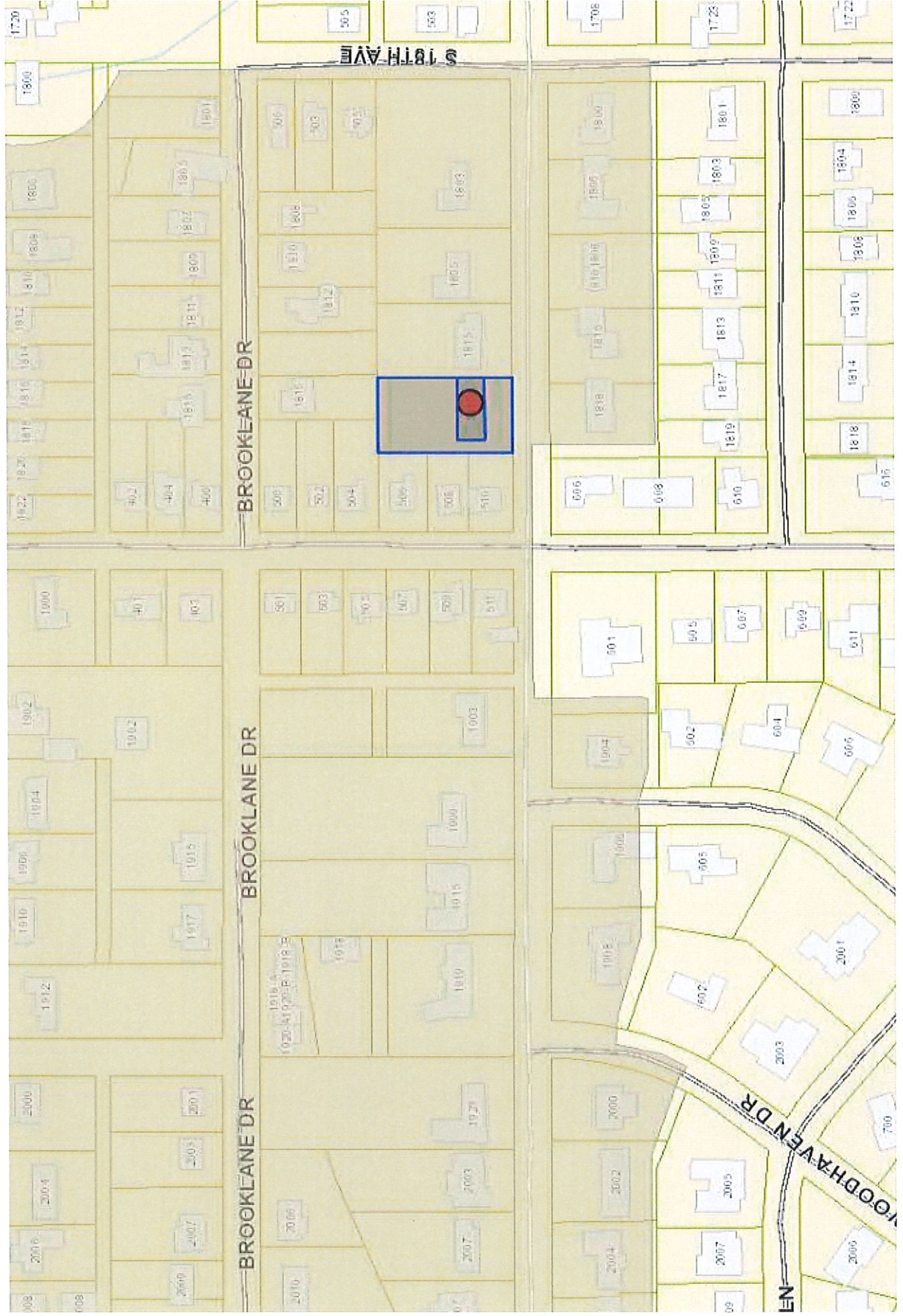
Address: 1817 Adeline St.

Significance: Outside of NRD

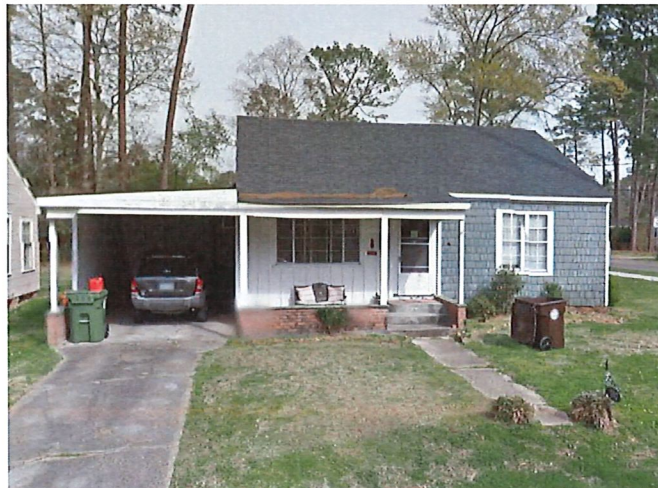
Construction Date: c1949



1817 Adeline St.



Adjacent Properties



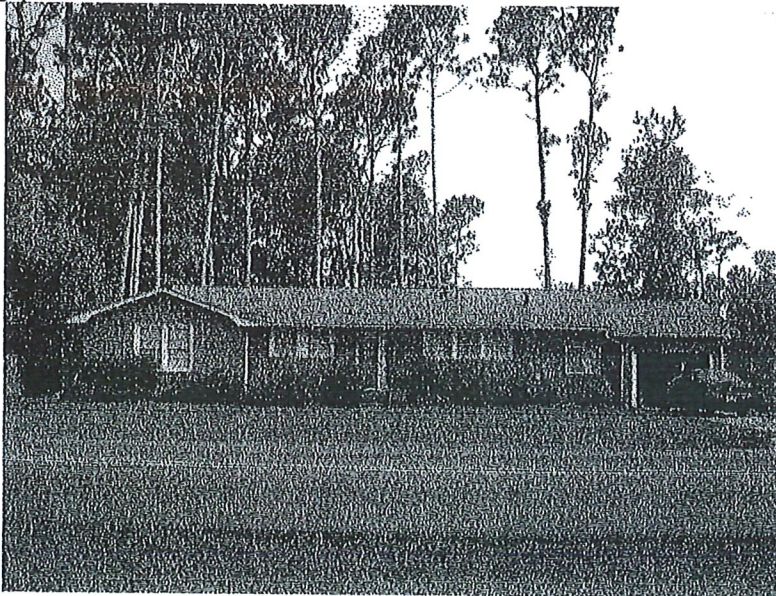


State of Mississippi
Department of Archives and History
P.O. Box 571
Jackson, MS 39205

HISTORIC RESOURCES INVENTORY

Property name, historic b. Property name, other		10. County FORREST	
2. Property address/descriptive location 1817 Adeline St.		11. City or Town ☐ Vicinity of HATTIESBURG	
3. Legal description (and acreage, if required – see instructions) PPIN 016402		12. Owner's name and address Larry J. & Elizabeth C. Townsend 1817 Adeline St.	
		13. Was interior surveyed? No	14. Survey seq. no
		15. USGS quadrangle map	
4. Former/historic use Residence	5. Present Use Residence	16. UTM reference (if required-see instructions)	
6. Architect ☐ documented ☐ attributed	7. Builder/contractor ☐ documented ☐ attributed	17. Date of construction 1949 ☒ estimated ☐ documented	
8. Brief description One story. Ranch. Parallel to street. Brick, raised foundation. Cross gable roof with architectural shingles. Seven, 2/2 wood double hung windows. One aluminum sliding window with 1x1 panes. Decorative shutters. Wide window and door facings. Six panel wood door with one four light sidelight. Single car garage, attached. Steel roll up door with multiple panels.		18. Integrity ☒ very intact ☐ deteriorated ☐ some changes ☐ ruins ☐ extensive changes ☐ no visible remains	
		19. Dates of changes, if any ☐ moved ☐ enlarged/ altered ☐ artificial siding ☐ replaced windows/doors ☐ enclosed/alterd porch ☐ storefront alterations	
9. Outbuildings or secondary elements (if significant, use separate form) Single concrete driveway from street to garage. Concrete sidewalk from driveway to front stoop. Numerous old growth pine trees on west side of house and in back yard.		20. Architectural character or style Ranch	

Attach photograph here



THIS SECTION FOR MDAH USE ONLY

21. Registration status

- ☐ NHL
☐ listed NR
☐ in NR district
☐ Mississippi landmark
☐ local landmark/local district

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

b. Rating

- ☐ contributing
☐ previously listed
☐ noncontributing

C. District element number: _____

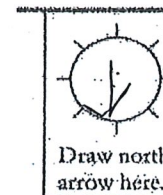
MDAH Inventory Code

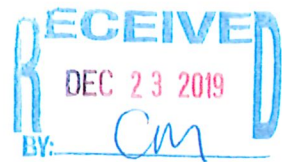
23. Historical information	27. Photographer or photo source Russell Bearden 28. Photo roll and frame number (s) Adeline,1817 IMG_0139.jpg 29. Photo date July 25 2008 30. Inventory form completed by (name and organization) Patti Mowrey Parkhaven Neighborhood Association
24. Additional remarks or continuation of other sections	31. Survey project name 2008 Parkhaven Survey 32. Date form completed 12 November 2008
25. Sources of information Forrest County Tax Assessor's Records	THIS SECTION FOR MDAH USE ONLY 33. Evaluation of National Register eligibility a. ☐ already listed (see front of form) ☐ appears individually eligible ☐ potentially eligible if restored ☐ would contribute to district ☐ does not appear eligible ☐ insufficient information b. Evaluated by/Date

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

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      :              48      :      :
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      :      (1)+1      31:      31:      :
      :      RES              :      : GAR. 5:
      : 6              . . . 5..      :      : 25:
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      : . . . 19 . . . 2:      OP. 3      : . . 11 . . :
  
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Application for a Certificate of Appropriateness
to Hattiesburg Historic Conservation Commission
for a proposed exterior change to a property within designated historic districts

Historic District _____
Property address: 1817 Adeline
Present zoning: single family dwellings

<i>Office Use Only</i>	
Received	_____
Complete	_____
HHCC review	_____
Action	_____

Applicant: Terrell Garner
Address: 1908 Ridgeway Ln
Hatt., Ms. 39401
Phone: 601-606-0387

Owner: Same
Address: _____
Phone: _____

Signature and permission of Applicant / date:

Terrell Garner

If the applicant is not the owner, include a letter from the owner authorizing the change.

I hereby authorize City of Hattiesburg staff access to the property for taking pictures and documentation:

Proposed starting date: _____

Briefly describe the proposed project / Proposed Alterations
(attach additional sheets as needed):

Paint the outside of the
house. Trim, shutters, and
dricks.

NOTE: Appropriate support materials for each proposed change as required must be submitted to complete this application.

Incomplete applications will not be reviewed by the commission.

DEADLINE: Applications and support materials must be submitted by 5 p.m. Wednesday, 14 days prior to the regular HHCC meeting, normally the second Wednesday of each month.

- ☐ New Buildings and New Additions
 - ☐ Major Restoration, Rehabilitation or Remodeling
 - ☐ Site Changes – tree removal, fences, walks, driveways, parking and signs
 - ☐ Demolition and Relocation
- Required support materials must be attached. Please see *Checklist for Required Support Materials* on the next page.

Wife- Didae-email:

ocassions of hattiesburg
@yahoo.com

Mr. Garner does not have
a personal email....

Dorei

RECEIVED
JAN 08 2020

Send to:
Ginger Maddox Lowrey, Planning Manager
Dept. of Urban Development
P.O. Box 1898
Hattiesburg, MS 39403
601.545.4599 or fax 601.545.1962

**REQUEST TO APPEAL HISTORIC CONSERVATION COMMISSION
DECISION**

Today's Date:	1/8/2020
Historic Conservation Commission Meeting Date:	1/8/2020 (Appeals must be made within 10 consecutive days of the decision)
Name of Property Owner/Petitioner:	Terrell GARNER
Name of Person Requesting Appeal Hearing:	SAME
Mailing Address of Person Requesting Appeal Hearing:	3009 Raphael Hatt. Ms
Address of Petitioned Property:	1817 Adeline
Petitioner's Request of the Historic Commission:	Paint Bricks outside
Historic Commission's Decision:	Approve or <u>Deny</u>

I/We hereby APPEAL the Historic Conservation Commission Decision for the above referenced petition and request to hold a Public Hearing before the Hattiesburg City Council.

Terrell Garner
Petitioner (signature)

Petitioner (signature)



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ronda Cole, Clerk of Council

cc:

Date: Tuesday, February 18, 2020

Re: Approve the minutes for the February 3 & 4, 2020 meetings of the City Council.
File Number: 2020-76
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.

Please place this on the February 18, 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, February 3, 2020**, in Council Chambers at City Hall, pursuant to order adopted December 17, 2019, at Minute Book 2019 Page 298, 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; 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 and explained the procedures.

Public Hearing

1. 2020-40 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.

- Attachments: MEMORANDUM Hold Public Hearing 2.3.2020
 1. 113 Saratoga Circle
 2. 212 Timothy Lane
 3. 509 Buschman Street
 4. 518 Southern Ave
 5. 700 Greely Street
 6. 702 Greely Street
 7. 704 Greely Street
 8. 706 Greely Street
 9. 708 Greely Street
 10. 710 Greely Street
 Certified Mail

Code Enforcement 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.

There were no 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 4:05 p.m. and proceeded with the Agenda Review.

Mayor Barker recognized the City's program graduates for achieving their CDL Class A certification with Pearl River Community College Workforce.

The Mayor also presented each following graduate their certificate:

- Daniel Gladdin
- Joseph Clark

Council Member Delgado welcomed and recognized the Delta Sigma Theta Sorority.

There were no other presentations at this time.

Agenda Adjustments

Delete Policy Item #18 at the request of the Administration. Agenda Adjustments

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:

- Kate Smith, 1010 Adeline Street
- Joseph Rawson, 701 Dearborne Drive

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

Council Vice President Dryden closed the Citizen Forum.

1. **2020-127** Citizens' Forum Sign-In Sheet, 2-3-2020.
 Attachments: 2-3-2020 Citizens' Forum Sign-In Sheet

Work Session

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

1. **2020-130** Equal pay for equal work discussed by Councilwoman Delgado.
 Attachments: Equal Pay and the Economy
2. **2020-131** MS Royalty (Women's Football) presented and proposed by Tyre Brown, Owner and Founder.
 Attachments: MS Royalty Presentation, 2-3-2020
3. **2020-132** Hands Up for Hattiesburg Homeowners presented by Council Vice President Dryden and Christy Arrazattee, Director of USM's Center for Community Engagement.
 Attachments: MD - Statement for Hands Up for Hattiesburg, 2-3-2020
 USM's Big Event Flyer
4. **2020-133** DBE (Disadvantaged Business Enterprise) Update given by Zach Jones.

- 5. **2020-134** Recycling Update given by Ann Jones.
- 6. **2020-135** Leaf and Bouie River Opportunities Overview given by Mayor Toby Barker.

Council President Carroll called for additional business.

Council member Delgado invited the public to attend the annual Soul Food celebration at 6 p.m. Tuesday, February 4, 2020, at the train depot.

There was no other additional business.

Meeting Recess

By unanimous consent, Council President Carroll declared the **meeting recessed at 5:02 p.m., this the 3rd day of February, 2020.**

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

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INTENTIONALLY**

Call to Order

BE IT REMEMBERED that the **regular meeting of the Hattiesburg City Council was held at 5:00 p.m. Tuesday, February 4, 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 Officer Ross Kinsey from Macedonia Baptist Church.

The Pledge of Allegiance was led by Police Chief Parker.

Presentation Agenda

The PRESENTATION AGENDA came before the Council.

There were no presentations at this time.

Agenda Order

THE MATTER OF THE AGENDA ORDER came before the Council.

Agenda Adjustments

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to:

Add Policy Item #21 at the request of the Administration

- 1. **2020-82** Approve Supplemental Agreement with Precision Construction, LLC for State Aid Project No. DECD-0018(34)BO, also know as the 31st Avenue and Alley Improvements Project, to add stabilization in the form of soil cement to the project for an increase in cost of \$17,765.00; Authorize Mayor to execute four originals.

Attachments: Supplemental Agreement for Soil Cement

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. **2020-41** Approve the minutes for the January 21, 2020 meeting of the City Council.

Attachments: 1-21-2020 Mins.

A MOTION was made by Council Member George and seconded by Council Member Brown to Approve the minutes for the January 21, 2020 meeting of the City Council.

Council Member Delgado made an amended MOTION to add Joseph Rawson's presented documents to the minutes, and the MOTION was seconded by Council Member George.

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

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

Nays: 0

2. **2020-42** Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.

Attachments: Adopt Resolution to Condemn 2.3.2020
 1. 113 Saratoga Circle
 2. 212 Timothy Lane
 3. 509 Buschman Street
 4. 518 Southern Ave
 5. 700 Greely Street
 6. 702 Greely Street
 7. 704 Greely Street
 8. 706 Greely Street
 9. 708 Greely Street
 10. 710 Greely Street

A MOTION was made by Council Vice President Dryden and seconded by Council Nicholas Brown to Adopt Resolutions (#2020-47-56) 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. **2020-43** Adopt February 4, 2020 Amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2020 and Adopt Resolution authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance.

Attachments: February 2020 Budget Amendments

A MOTION was made by Council Member Delgado and seconded by Council Member George to Adopt February 4, 2020 Amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2020 and Adopt Resolution (#2020-57) authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance.

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. **2020-44** Adopt a Resolution authorizing Requisition No. 58 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. 58
 Project Resolution Requisition 2016 Bonds No. 58

A MOTION was made by Council Member Brown and seconded by Council Member George to Adopt a Resolution (#2020-58) authorizing Requisition No. 58 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. **2020-45** Adopt a Resolution declaring equipment surplus and authorize the disposal or sale of said equipment; authorize removal of equipment from the City inventory of the Department of Urban Development.

Attachments: SURPLUS RESOLUTION Feb 2020
 Feb 2020 surplus list

A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Adopt a Resolution (#2020-59) declaring equipment surplus and authorize the disposal or sale of said equipment; authorize removal of equipment from the City inventory of the Department of Urban Development.

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. **2020-46** Approve Agreement between City of Hattiesburg and Tyler Technologies, Inc., to provide municipal financial, utility and court software as a service to the City of Hattiesburg as per contract and authorize the Mayor to execute the same.

Attachments: Tyler Technology- SaaS Agreement Execution Copy-January 2020

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve Agreement between City of Hattiesburg and Tyler Technologies, Inc., to provide municipal financial, utility and court software as a service to the City of Hattiesburg as per contract 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

7. **2020-47** Approve Agreement between City of Hattiesburg and Hattiesburg Downtown Association for the purpose of continued participation in the MS Main Street Program and engaging the services of HHDA in the operation and implementation of Main Street program for Downtown Hattiesburg and authorize the Mayor to execute the same.

Attachments: HHDA MOU 2020

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve Agreement between City of Hattiesburg and Hattiesburg Downtown Association for the purpose of continued participation in the MS Main Street Program and engaging the services of HHDA in the operation and implementation of Main Street program for Downtown Hattiesburg and authorize the Mayor to execute the same.

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

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

Nays: 0

8. **2020-48** Approve Agreement with Butler Snow LLP to serve as Dissemination Agent for annual continuing disclosure requirements for fiscal year 2019 per Securities and Exchange Commission (SEC) rules and authorize the Mayor to execute the same.

Attachments: FY 2019 Continuing Disclosure Engagement Letter - City of Hattiesburg, MS

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve Agreement with Butler Snow LLP to serve as Dissemination Agent for annual continuing disclosure requirements for fiscal year 2019 per Securities and Exchange Commission (SEC) rules 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. **2020-50** Approve Engagement Letter with Jackson, Tullos & Rogers, PLLC for legal services related to the acquisition of right of way property for the Hardy Street Improvements Project.

Attachments: Tullos Engagement Letter

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve Engagement Letter with Jackson, Tullos & Rogers, PLLC for legal services related to the acquisition of right of way property for the Hardy Street Improvements Project.

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. **2020-77** Approve Memorandum of Agreement for the Educational and Community Outreach Program between the City of Hattiesburg and the University of Southern Mississippi, for the period beginning March 1, 2020 and ending February 28, 2021 (Agreement GM000673 Amendment No.16) as authorized by MS Code 39-15-1, to allow municipalities to expend monies for support of the arts and authorize the Mayor to execute the same.

Attachments: GM000673#16

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve Memorandum of Agreement for the Educational and Community Outreach Program between the City of Hattiesburg and the University of Southern Mississippi, for the period beginning March 1, 2020 and ending February 28, 2021 (Agreement GM000673 Amendment No.16) as authorized by MS Code 39-15-1, to allow municipalities to expend monies for support of the arts 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

- 11. 2020-51** Approve Memorandum of Understanding between the City of Hattiesburg and The Mississippi Office of Homeland Security /Task Force; allowing the city to participate in the Mississippi Task Force as outlined in MS Code 33-15-15 and authorize the Mayor to execute the same.

Attachments: MOU-HFD-MS Homeland

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Approve Memorandum of Understanding between the City of Hattiesburg and The Mississippi Office of Homeland Security /Task Force; allowing the city to participate in the Mississippi Task Force as outlined in MS Code 33-15-15 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

- 12. 2020-52** Approve Rental Agreement between the City of Hattiesburg and RICOH for a copier located in the Fire Department Administration/Prevention office, for a period of 48 months, at a cost of \$192.00 per month, and authorize the Mayor to execute the same.

Attachments: City of Hattiesburg-Fire Department State Rental Agreement-1-27-2020
Executed Rental Agreement with RICOH for copier in Fire Dept Administration

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve Rental Agreement between the City of Hattiesburg and RICOH for a copier located in the Fire Department Administration/Prevention office, for a period of 48 months, at a cost of \$192.00 per month, 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

- 13. 2020-53** Approve an amendment to the Annual Action Plan for CDBG and HOME programs, reprogramming funds as allocated in the 2018 plan.

Attachments: Final 2018 AP Amendment with participation record

A MOTION was made by Council Member Brown and seconded by Council Member George to Approve an amendment to the Annual Action Plan for CDBG and HOME programs, reprogramming funds as allocated in the 2018 plan.

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

- 14. 2020-54** Approve an Amended Policy and Procedure document for the administration of the Down Payment Assistance Program funded by HOME through the U.S. Department of Housing & Urban Development.

Attachments: Downpayment Assistance Program Guidelines - 2020 version - 1-16-2020 – combined

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve an Amended Policy and Procedure document for the administration of the Down Payment Assistance Program funded by HOME through the U.S. Department of Housing & Urban Development.

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

- 15. 2020-55** Approve a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Helen O'Neal of 303 J.C. Killingsworth Drive in an amount not to exceed \$60,000.00 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E) and authorize the Mayor to execute in triplicate.

Attachments: COHCDD Contractor & H. O'Neal 01.24.20
Grant Agreement - H. O'Neal (\$25K+) 01.24.20

A MOTION was made by Council Member Brown and seconded by Council Vice President Dryden to Approve a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Helen O'Neal of 303 J.C. Killingsworth Drive in an amount not to exceed \$60,000.00 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E) and authorize the Mayor to execute in triplicate.

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

- 16. 2020-56** Acknowledge bids received January 23, 2020 for the Fire Station No. 9 construction project and accept the bid from Hanco Corporation in the amount of \$2,345,900.00 for the base bid and \$44,000.00 for the add alternate bid as the lowest and best bid; and authorize the Mayor to execute contract documents upon preparation.

Attachments: 3707 LowBidderOpinion
3707 Certified Tabulation of Bids

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Acknowledge bids received January 23, 2020 for the Fire Station No. 9 construction project and accept the bid from Hanco Corporation in the amount of \$2,345,900.00 for the base bid and \$44,000.00 for the add alternate bid as the lowest and best bid; and authorize the Mayor to execute contract documents upon preparation.

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

- 17. 2020-57** Approve Cancellation of Deed of Trust from Ethan Decoux, Grantor, for property at 422 South 23rd Avenue, to City of Hattiesburg, Beneficiary, recorded in the Deed of Trust Book 1714 at Page 0419 in the office of the Chancery Clerk of Forrest County, Mississippi, from a HOME-eligible buyer and authorize the Mayor to execute the same.

Attachments: Cancellation of Deed of Trust Ethan Decoux

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve Cancellation of Deed of Trust from Ethan Decoux, Grantor, for property at 422 South 23rd Avenue, to City of Hattiesburg, Beneficiary, recorded in the Deed of Trust Book 1714 at Page 0419 in the office of the Chancery Clerk of Forrest County, Mississippi, from a HOME-eligible buyer 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

18. - Removed -

- 19. 2020-59** Ratify and confirm the Mayor’s reappointment of James Hughes (W5) to the Board of Adjustment for a term beginning February 6, 2020 and ending February 5, 2023.

Attachments: Data sheet Hughes BOA 2020

A MOTION was made by Council Member Brown and seconded by Council Member George to Ratify and confirm the Mayor’s reappointment of James Hughes (W5) to the Board of Adjustment for a term beginning February 6, 2020 and ending February 5, 2023.

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

- 20. 2020-60** Ratify agreement approved at MB 2019-209 by and between the City of Hattiesburg and The Alabama Great Southern Railroad Company for the purchase of a parcel of land for the Longleaf Trace African American Museum Project for the purchase price of \$50,000.00; Acknowledge attempts to negotiate the agreement down to the appraised value of \$37,200.00 failed; Determine the fair market value to be \$50,000.00 which covers additional costs of eminent domain proceedings, and approve the administrative settlement of \$50,000.00 as commensurate with the fair market value of the property and as reasonable, prudent and in the best interest of the public; Authorize issuance of a manual check in payment of same.

Attachments: Executed contract with The Alabama Great Southern Railroad Company for-
purchase of land parcel
East 4th Street Appraisal

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Ratify agreement approved at MB 2019-209 by and between the City of Hattiesburg and The Alabama Great Southern Railroad Company for the purchase of a parcel of land for the Longleaf Trace African American Museum Project for the purchase price of \$50,000.00; Acknowledge attempts to negotiate the agreement down to the appraised value of \$37,200.00 failed; Determine the fair market value to be \$50,000.00 which covers additional costs of eminent domain proceedings, and approve the administrative settlement of \$50,000.00 as commensurate with the fair market value of the property and as reasonable, prudent and in the best interest of the public; Authorize issuance of a manual check in payment of 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

- 21. 2020-82** Approve Supplemental Agreement with Precision Construction, LLC for State Aid Project No. DECD-0018(34)BO, also know as the 31st Avenue and Alley Improvements Project, to add stabilization in the form of soil cement to the project for an increase in cost of \$17,765.00; Authorize Mayor to execute four originals.

Attachments: Supplemental Agreement for Soil Cement

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve Supplemental Agreement with Precision Construction, LLC for State Aid Project No. DECD-0018(34)BO, also know as the 31st Avenue and Alley Improvements Project, to add stabilization in the form of soil cement to the project for an increase in cost of \$17,765.00; Authorize Mayor to execute four originals.

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

ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

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

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

1.

2020-61

Reschedule a public hearing before the City Council for February 18, 2020 at 4:00 p.m. in the City Council Chambers of City Hall, previously scheduled for February 17, 2020, to hear a request filed by Terreal Garner to appeal the Hattiesburg Historic Conservation Commission's Denial of the petition filed by Terreal Garner to paint exterior brick at 1817 Adeline St. The HHCC Denied on January 8, 2020.

Attachments: Public Notice - Public Hearing - 1817 Adeline - Date Corrected
2.

2020-62

Acknowledge receipt of the Single Audit of the Hattiesburg Public School District for the year ended June 30, 2019, from Holt & Associates, PLLC, Certified Public Accountants.

Attachments: HPSD-Audit 2019 Pt 1
HPSD Audit Pt 2
3.

2020-63

Acknowledge receipt of the Analysis of Impediments to Fair Housing Choice, completed in coordination with the Mississippi Home Corporation.

Attachments: 2019 Analysis of Impediments - Final - 1-16-2020
4.

2020-64

Acknowledge receipt of the two-quote docket as provided for in section 31-7-13 (b) of the Mississippi Code of 1972.

Attachments: 20200127091928
2926 FINAL
2928 FINAL
2930 FINAL
2931 FINAL
2932 FINAL
2935 FINAL
2936 FINAL
2937 FINAL
2938 FINAL
2939 FINAL
Memo for Council
5.

2020-65

Acknowledge bids received on January 16, 2020 for a Regenerative Sweeper Truck for the City of Hattiesburg Public Works Department, and reject both bids received from Vacuum Truck Sales and Sansom Equipment Company due to not meeting the city's advertised specifications;

Authorize re-advertisement for same.

Attachments: Vaccum Truck Sales and Service
Sweeper Bid Proposal-Sansom
Sweeper Specs
NTB- Sweeper
Memo-Sweeper

- 6. 2020-66** Acknowledge receipt of a Warranty Deed from C & C Properties, LLC for a portion of Lamar County tax parcel 055B-15-029.000 (PPIN 11770) in association with the Lamar Boulevard project.

Attachments: C & C Properties Warranty Deed
- 7. 2020-67** Acknowledge receipt of a Permanent Utility and Access Easement from Benjamin E. and Vicki P. Crim for a portion of Forrest County tax parcels 2-041L-33-001.12 (PPIN 42529) and 2-04I-32-082.01 (PPIN 36336).

Attachments: Utility Easement 125 St Annes Dr-Crim
- 8. 2020-68** Approve Plans and Specifications for the East Jerusalem Area Water Improvements project and authorize advertisement for bids.

Attachments: 11284_Specs_Street Ready_2020-01-22
ADVERTISEMENT FOR BIDS
11284_Plans_Street Ready Set_Signed_2020-01-22
11284_Requesting Permission to Advertise_trans_signed_2020-01-23
- 9. 2020-69** Approve Plans and Specifications for the Drainage at 6200 Hwy 98W Project and authorize advertisement for bids.

Attachments: 11285_Requesting Permission to Advertise_REBID_trans_signed_2020-01-23
11285_Specs_Street Ready_2020-01-23 - REBID
11285_Plans_Street Ready Set_Signed_2019-07-11
ADVERTISEMENT FOR BIDS - 2ND BID
- 10. 2020-70** Approve and authorize issuance of manual check for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}

Attachments: CDBG Manual Checks 01.24.20
- 11. 2020-71** Approve the corrected deed for grave space for Myles Dowdy, located at South Half (S 1/2) of the Northwest Quarter (NW 1/4), Section 34, Lot 78, the original deed was approved on the September 17, 2019 Agenda Minute Book 2019 Page 229.

Attachments: Myles Dowdy-Corrected Deed (02-04-2020)
- 12. 2020-72** Approve the City's purchase of (1) one grave space, located in the South Half (S 1/2) of the Northeast Quarter (NE 1/4), Lot 5, Section 24 at Highland Cemetery, Minute Book 2006-2 Page 350 in the amount of \$ 175.00 from Patricia Bazor authorize manual check for the same.

Attachments: Buy Back (Patricia Bazor (02-04-2020)
- 13. 2020-73** Approve the City's purchase of (2) grave spaces located in the Southeast Quarter (SE 1/4), Lot 119, Section 22, Highland Cemetery, Minute Book# 47, Page 312, in the amount of \$ 200.00 from Lee M. Jones, Authorize Manual Check for the same.
- 14. 2020-74** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

Attachments: Memo's (02-04-2020)
Receipts (02-04-2020)
Deeds (02-04-2020)
- 15. 2020-75** Approve claims docket for the period ending January 31, 2020.

Attachments: DOCKET 01.31.20

Council President Carroll called for additional business.

Council member Delgado invited the public to attend a soul food tasting, part of the City's African American History Month celebration, at the Train Depot at 6 p.m.

In Memoriam:

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

- Mrs. Donna Roseberry Byrd
- Ms. Annie Mae Jordan

Meeting Adjourn

By unanimous consent, Council President Carroll declared the **meeting adjourned at 5:18 p.m., this 4th day of February, 2020.**

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Andrew Ellard, Director

Date: Tuesday, February 18, 2020

Re: Approve or Deny the petition filed by filed by Terreal Garner to paint exterior brick 1817 Adeline St. (PPIN 16402, Ward 4); Hattiesburg Historic Conservation Commission voted to Deny on January 8, 2020.
File Number: 2020-110
Minute Book #

Summary

Hattiesburg Historic Conservation Commission (HHCC) - 1817 Adeline St. paint exterior brick, W4

Recommendation Statement

Approve or Deny the petition filed by filed by Terreal Garner to paint exterior brick 1817 Adeline St.

Please place this on the February 18, 2020 City Council meeting for consideration.

**MINUTES OF THE MEETING OF THE
HATTIESBURG HISTORIC CONSERVATION COMMISSION**

Wednesday, January 8, 2020

The Hattiesburg Historic Conservation Commission met January 8, 2020, at 12:03 p.m. in the Dining Room of the Jackie Dole Sherrill Community Center, 220 W. Front St., Hattiesburg, Mississippi. Tom Boldo presided as Chair.

Commissioners present: Tom Boldo, Chair
Cory Ferraez
Glenn Nees
Patti Mowery
Margaret Dwight Shelton

Commissioners absent: Mary Halliwell
Michael Anderson
Rion Snowden

Staff present: Russell Archer, Historic Preservation Planner
Ginger Lowrey, Planning Manager
Wiley Quinn, Manager, Code Enforcement Division
Andy Parker, City Arborist

Staff absent: Andrew Ellard, Director of Urban Development

AGENDA

There came the matter of the agenda for the meeting of January 8, 2020. A motion was made by Commissioner Shelton and seconded by Commissioner Mowery to approve the agenda as submitted. The motion carried.

MINUTES

There came the matter of the minutes for the December 2019, meeting. A motion was made by Commissioner Mowery and seconded by Commissioner Shelton that the minutes be approved as submitted. The motion carried.

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Terreal Garner, Owner, requesting approval to paint exterior brick at 1817 Adeline St. in the Parkhaven Historic District.

	<u>Name</u>	<u>Title</u>
Presented by:	Terreal Garner	Owner/Applicant
Others to speak:	Otis Griffin, Jr.	North Main resident

Discussion and Vote Commissioner Nees recommended painting the shutters, door and trim a different color and to add carefully planned landscaping in order better accentuate the house. Commissioner Boldo and Commissioner Mowery referenced the design guidelines and stated that they recommended against painting of exterior brick.

Motion: Deny the application due to the proposed work being inconsistent with the design guidelines manual.

Motion made by: Patti Mowery

Motion seconded by: Margaret Dwight Shelton

Commissioners voting aye: Patti Mowery, Margaret Dwight Shelton, Tom Boldo

Commissioners voting nay: Cory Ferraez, Glenn Nees

Commissioners abstaining: None

The motion to deny carried.

Other Business

There came the matter of the City Arborist's report. Mr. Parker gave a report.

There came the matter of the Code Official's report. Mr. Quinn gave a report.

There came the matter of the Coordinator's report. Mr. Archer gave a report and provided the Commissioners with the updated informational brochure "Historic Conservation & Preservation" that is available to citizens and property owners within the historic districts.

There being no further business, upon motion duly made by Commissioner Mowery and seconded by Commissioner Ferraez, and unanimously approved, the meeting was adjourned at 12:39 p.m.

Respectfully submitted,

Tom Boldo, Chair

Russell Archer, Recording Secretary/ Historic Planner

Hattiesburg Historic Conservation Commission

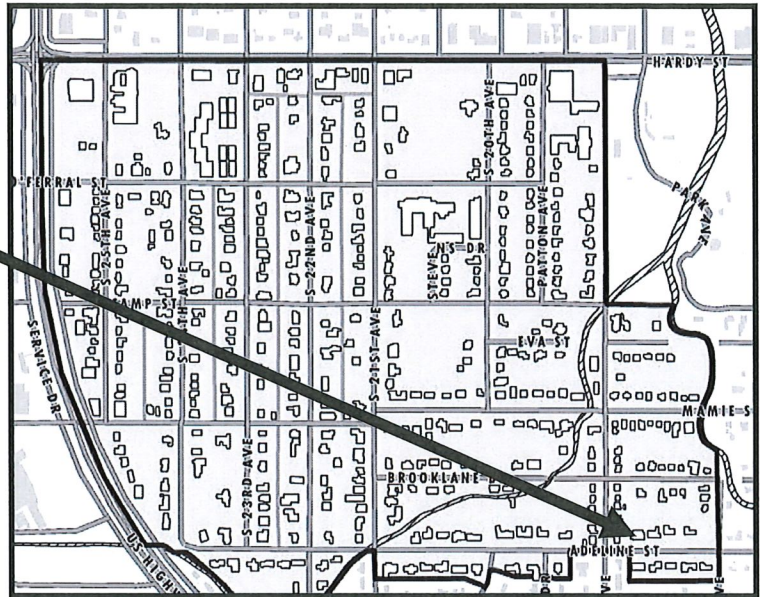
Application Data Sheet—Item 1

Historic District: Parkhaven

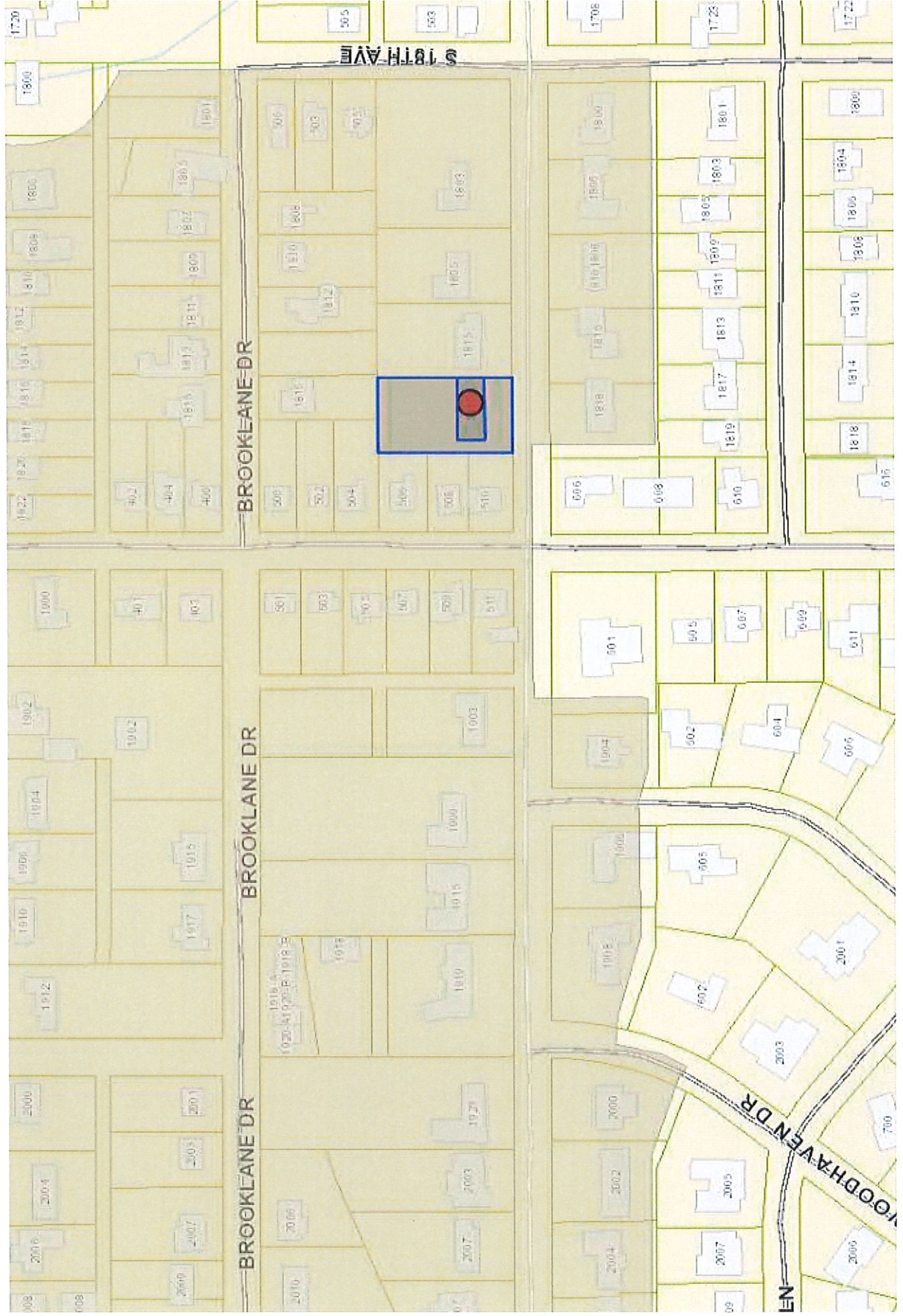
Address: 1817 Adeline St.

Significance: Outside of NRD

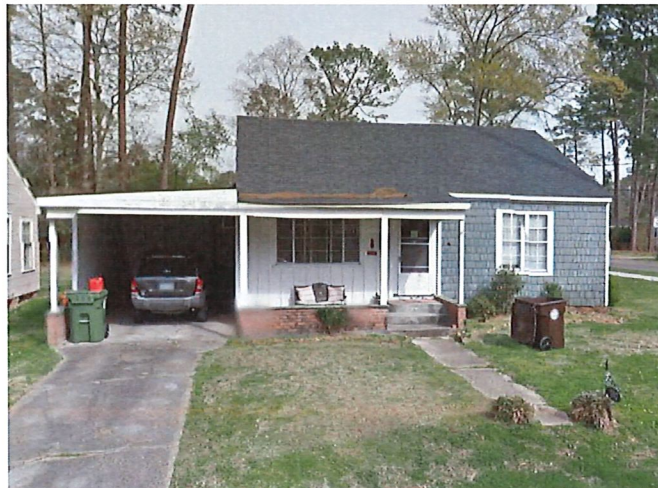
Construction Date: c1949



1817 Adeline St.



Adjacent Properties



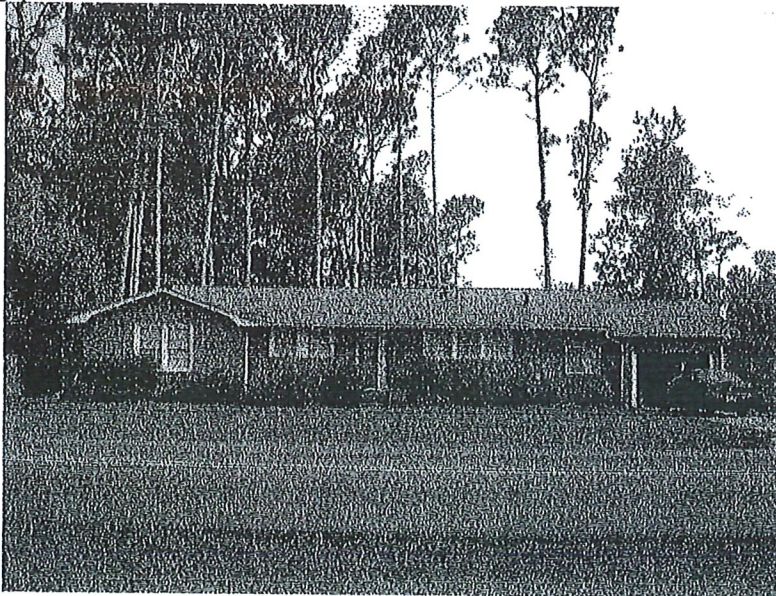


State of Mississippi
Department of Archives and History
P.O. Box 571
Jackson, MS 39205

HISTORIC RESOURCES INVENTORY

Property name, historic b. Property name, other		10. County FORREST	
2. Property address/descriptive location 1817 Adeline St.		11. City or Town ☐ Vicinity of HATTIESBURG	
3. Legal description (and acreage, if required – see instructions) PPIN 016402		12. Owner's name and address Larry J. & Elizabeth C. Townsend 1817 Adeline St.	
		13. Was interior surveyed? No	
		14. Survey seq. no	
		15. USGS quadrangle map	
4. Former/historic use Residence		5. Present Use Residence	
6. Architect ☐ documented ☐ attributed		7. Builder/contractor ☐ documented ☐ attributed	
		16. UTM reference (if required-see instructions)	
		17. Date of construction 1949 ☒ estimated ☐ documented	
8. Brief description One story. Ranch. Parallel to street. Brick, raised foundation. Cross gable roof with architectural shingles. Seven, 2/2 wood double hung windows. One aluminum sliding window with 1x1 panes. Decorative shutters. Wide window and door facings. Six panel wood door with one four light sidelight. Single car garage, attached. Steel roll up door with multiple panels.		18. Integrity ☒ very intact ☐ deteriorated ☐ some changes ☐ ruins ☐ extensive changes ☐ no visible remains	
		19. Dates of changes, if any ☐ moved ☐ enlarged/ altered ☐ artificial siding ☐ replaced windows/doors ☐ enclosed/alterd porch ☐ storefront alterations	
9. Outbuildings or secondary elements (if significant, use separate form) Single concrete driveway from street to garage. Concrete sidewalk from driveway to front stoop. Numerous old growth pine trees on west side of house and in back yard.		20. Architectural character or style Ranch	

Attach photograph here



THIS SECTION FOR MDAH USE ONLY

21. Registration status

- ☐ NHL
☐ listed NR
☐ in NR district
☐ Mississippi landmark
☐ local landmark/local district

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

b. Rating

- ☐ contributing
☐ previously listed
☐ noncontributing

C. District element number: _____

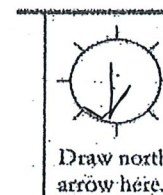
MDAH Inventory Code

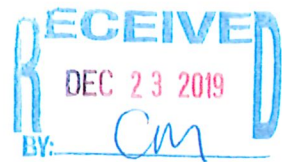
23. Historical information	27. Photographer or photo source Russell Bearden
	28. Photo roll and frame number (s) Adeline,1817 IMG_0139.jpg
	29. Photo date July 25 2008
	30. Inventory form completed by (name and organization) Patti Mowrey Parkhaven Neighborhood Association
24. Additional remarks or continuation of other sections	31. Survey project name 2008 Parkhaven Survey
	32. Date form completed 12 November 2008
25. Sources of information Forrest County Tax Assessor's Records	THIS SECTION FOR MDAH USE ONLY
	33. Evaluation of National Register eligibility a. ☐ already listed (see front of form) ☐ appears individually eligible ☐ potentially eligible if restored ☐ would contribute to district ☐ does not appear eligible ☐ insufficient information b. Evaluated by/Date

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

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      . . . . . (2) +1
      :8      : PATI
      . . . . . 7. : . . . . .
      :              48      :      :
      :18              : CP. 8 . . . . .
      :      (1)+1      31:      31:      :
      :      RES              :      : GAR. 5:
      : 6              . . . 5..      :      : 25:
      :15      . . . 16 . . . 2: 2. 5.:2...14...: 11. :
      : . . . 19 . . . 2:      OP. 3      : . . 11. :
  
```





Application for a Certificate of Appropriateness
to Hattiesburg Historic Conservation Commission
for a proposed exterior change to a property within designated historic districts

Historic District _____
Property address: 1817 Adeline
Present zoning: single family dwellings

Office Use Only

Received _____
Complete _____
HHCC review _____
Action _____

Applicant: TERREN GARNER
Address: 1908 Ridgeway Ln
Hatt., Ms. 39401
Phone: 601-606-0387

Owner: Same
Address: _____
Phone: _____

Signature and permission of Applicant / date:

Terren Garner

*If the applicant is not the owner, include a letter
from the owner authorizing the change.*

I hereby authorize City of Hattiesburg staff access to the property for taking pictures and documentation:

Proposed starting date: _____

Briefly describe the proposed project / Proposed Alterations
(attach additional sheets as needed):

Paint the outside of the
house. Trim, shutters, and
dricks.

NOTE: Appropriate support materials for each
proposed change as required must be submitted
to complete this application.

Incomplete applications will not be
reviewed by the commission.

DEADLINE: Applications and support materials
must be submitted by 5 p.m. Wednesday,
14 days prior to the regular HHCC meeting,
normally the second Wednesday of each month.

- ☐ New Buildings and New Additions
 - ☐ Major Restoration, Rehabilitation or Remodeling
 - ☐ Site Changes – tree removal, fences, walks, driveways,
parking and signs
 - ☐ Demolition and Relocation
- Required support materials must be attached. Please see *Checklist for
Required Support Materials* on the next page.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Andrew Ellard, Director

Date: Tuesday, February 18, 2020

Re: Approve or Deny a petition filed by Bob Blevins, Representative, and William Carey University, Owner, to request a twenty (20) feet variance from Section 6, Table 6.1 "Minimum Front Setback" for R-3, for a setback of zero (0) feet along Cherry Street for a proposed building located at 608 Tuscan Avenue (Ward 2). The Board of Adjustment recommended to Approve on February 12, 2020.
File Number: 2020-109
Minute Book #

Summary

608 Tuscan Avenue - Variance – Front setback on corner

Recommendation Statement

Approve or Deny a variance from Section 6, Table 6.1 "Minimum Front Setback" for R-3, "20 feet", to allow a setback of zero (0) feet for a variance of twenty (20) feet along Cherry Street

Please place this on the February 18, 2020 City Council meeting for consideration.

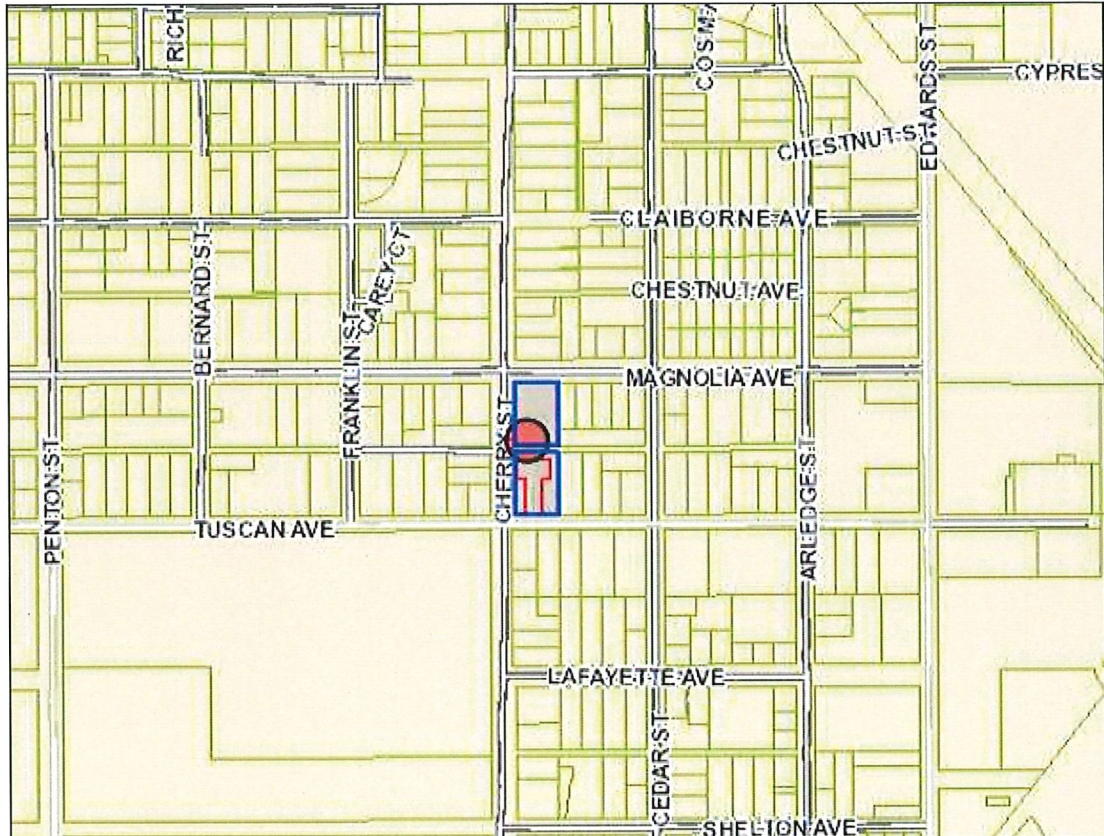
SUBJECT PARCEL: 608 Tuscan Avenue

Bob Blevins, Representative, and William Carey University, Owner

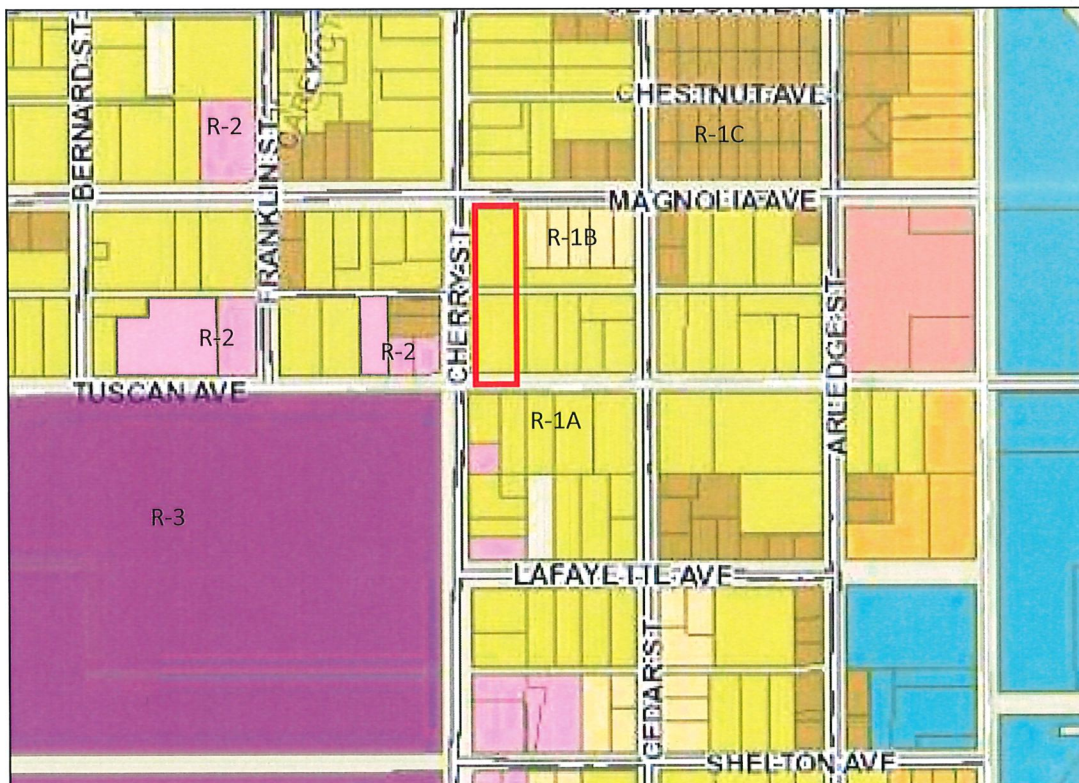
The petitioners request to vary from Section 6, Table 6.1 "Minimum Front Setback" for R-3, "20 feet", and instead allow a setback of zero (0) feet for a variance of twenty (20) feet along Cherry Street for a proposed building located at 608 Tuscan Avenue (Parcel 2-038G-15-149.00, PPIN 13639, Ward 2). This variance is contingent on the approval of a change of zoning to R-3 (Multi-family Residential) District.



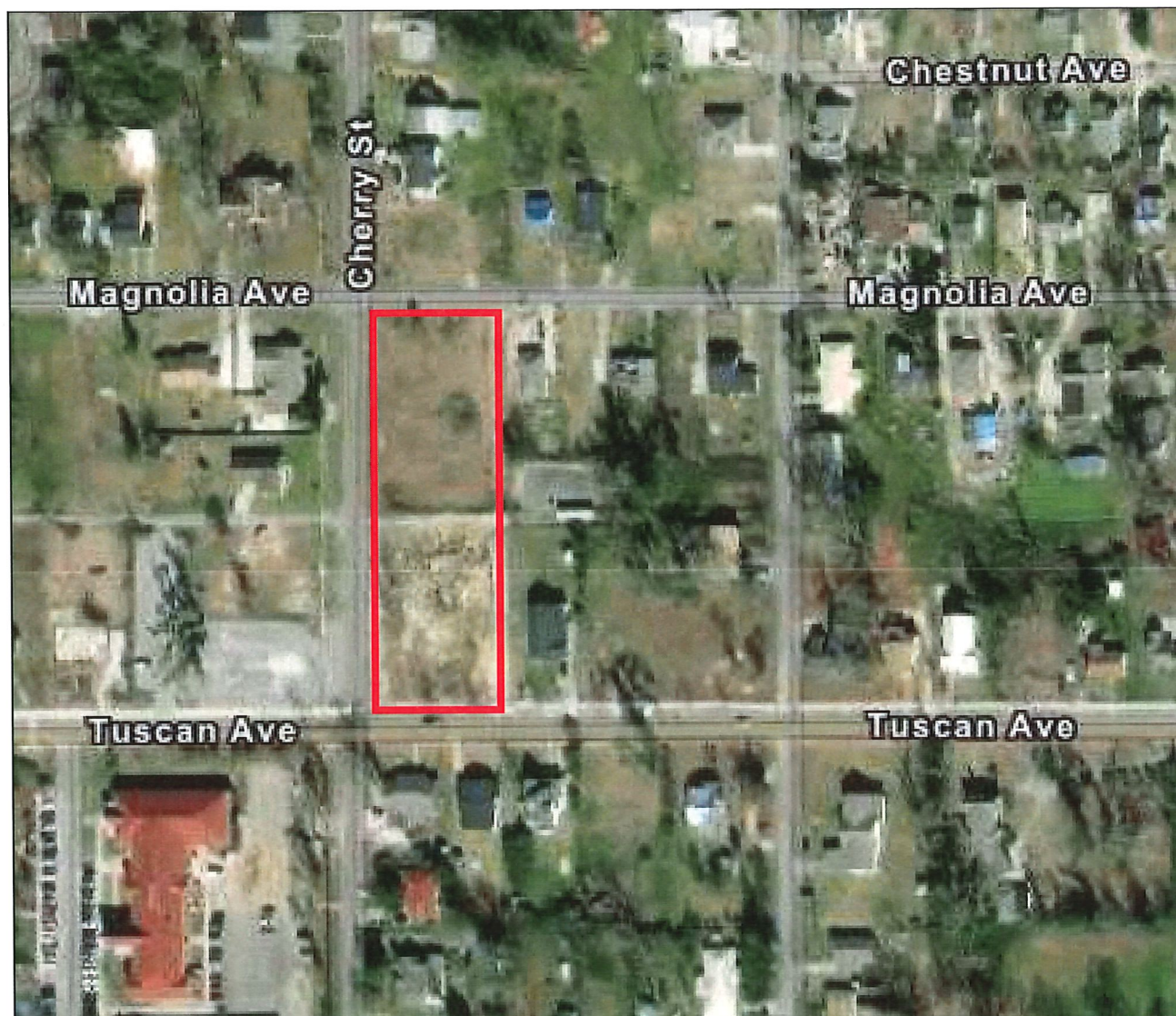
Vicinity Map—Ward 2



Zoning—R-1A



Site Aerial



SURROUNDING AREA

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



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



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

**Western Direction: R-2 (Two Family) District and R-1A/R-1C/
Parking Lot and Residential**





**Board of Adjustment
 Case Fact Sheet**

Petitioners: Bob Blevins, Representative, and William Carey University, Owner

Address of Properties: 608 Tuscan Avenue
Tax Parcel: 2-038G-15-149.00
PPIN: 13639
Ward: 2

Request: **Front setback variance (along Cherry Street frontage)**

Purpose of Request: To vary from Section 6, Table 6.1 "Minimum Front Setback" for R-3, "20 feet", and instead allow a setback of zero (0) feet for a variance of twenty (20) feet along Cherry Street for a proposed building located at 608 Tuscan Avenue (Parcel 2-038G-15-149.00, PPIN 13639, Ward 2). This variance is contingent on the approval of a change of zoning to R-3 (Multi-family Residential) District.

Applicant Summary: See Attached

Applicable Regulations:

SECTION 6 Dimensional Standards

Table 6.1 Dimensional Standards										
District	Minimum Lot Size in SF/ Width at Setback	Max. Dwelling Units	Max. Floor Area Ratio	Setbacks in feet				Max. Height*	Max. Impervious Surface Lot Coverage	Buffer in Feet
				Min. Front	Max. Front	Min. Side	Min. Rear			
R-3	7,500/ 40	17 per acre	-	20	-	5	20	35 feet or 3 stories	50%	10

6.2 Requirements for Standard Districts. 6.2.2 Corner lots shall have two front setbacks and two side setbacks The Planning Director may waive this requirement and determine the front yard

to be on the street front that is in line with the prevailing pattern of front yards on the street in order to be consistent with the established pattern of the street.

Present Zoning: These parcel is currently zoned R-1A (Single-family Residential District).

Present Use: Undeveloped

Future Land Use: Neighborhood Center Mixed-Use District

Surrounding Zoning and Land Use:
North: R-1A (Single Family Residential) District/ Residential
South: R-1A (Single Family Residential) District/ Residential
East: R-1A/R-1B (Single Family Residential) District/ Residential
West: R-2 (Two Family) District and R-1A/R-1C/ Parking Lot and Residential

Most Nearly Bounded By (streets): The parcel is accessible and bounded by Tuscan Avenue to the south, Magnolia Avenue to the north and Cherry Street to the west.

Letters or Concerns stated: The Planning Division Office has not received any letters relative to this case as of January 22, 2020.

History / Background: This front setback variance request based on R-3 dimensional standards is contingent upon a zoning change to R-3 (Multi-Family District) Zoning. The applicant met with Staff in Pre-Application to review a proposed Health Sciences building on the site. The use of "University" is not allowed in R-1A zoning and has requested the parcel and others involved in the development be rezoned to R-3.

The front setback variance request is the Cherry Street frontage only (western elevation). The front setback along Tuscan Avenue (southern elevation) is able to be met, based on the preliminary site plan submitted to Staff.

A waiver for the corner lot front setbacks as set forth in 6.2.2. was not issued due to the nature of the development and its inconsistency with the existing residential or vacant land.

Basis for Approval (12.4.1.1):

I. Hardship.

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

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

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

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

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

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

Client: William Carey University
Project: Health Sciences Building
Project No.: 16829
Date: December 23, 2019

Variance, Rezone and Alley Closure Application

Narrative

Executive Summary:

Project Location

The project site is located adjacent to the Northeast Corner of the existing William Carey University (WCU) Campus and facing Tuscan Avenue. It is bounded by Tuscan Avenue (South), Cherry Street (West), Magnolia Avenue (North) & Cedar Street (East), located in Hattiesburg, Mississippi. The site is generally described as being the South 50 feet of Lots 1 thru 4, all of Lots 5 thru 10 and the South 136 feet of Lots 11 thru 12, all in Block 19 of Burkett's Subdivision and the closed western portion of the public alley in said Block 19, between Lots 5 thru 8.

Proposed Use

The project is described as the design and construction of a new Health Sciences Facility. WCU intends to move existing programs from existing locations on the WCU Campus into this new facility. WCU intends to grow the Health Sciences program over time but does not anticipate an immediate influx of new students. The new Health Sciences Facility will be a state-of-the-art facility used to train the next generation of health care professionals.

Project Description

Proposed Health Sciences Facility site will contain a two story, approximately 50,000 gross square foot building. The proposed building will be constructed of materials compilatory of the existing WCU Campus Facilities. The front of the building will face and have pedestrian access to Tuscan Ave (South). The rear of the building will face Magnolia Ave (North). There will be a paved parking lot and enclosed mechanical yard located on the rear (North) side of the proposed building. The paved parking lot will have pedestrian access to the rear of the proposed building. The paved parking area will contain approximately 83 spaces, including ADA accessible spaces, and have vehicular access to Cherry St (West) and Magnolia Ave (North). Additional, off-site parking is currently available on the existing WCU Campus and other nearby facilities owned and controlled by WCU. The Proposed Health Sciences Facility will have pedestrian access to the existing WCU Campus and other nearby facilities by use of the existing pedestrian facilities located along the North and South sides of Tuscan Ave and two dedicated mid-block crosswalks connecting the North side of Tuscan Ave with the campus on the South

site of Tuscan Ave. A modular block retaining wall will be required at the Northeast Corner of the proposed facility and along the property line of the adjacent landowner. The project site will be completed using the appropriate landscaping, as required by the Land Development Code, and complimentary to the existing WCU Campus and neighborhood.

Considerations

Upon examination of the site for the Proposed Health Sciences Facility for WCU, it was determined that the existing Zoning of R-1A was not compatible with the proposed use and development of the Project Site. The requirements for both Zones R-3 & B-3 were studied and considered. While Zone B-3 did offer many advantages to the proposed development, the buffer requirement and the front setback requirement would not work on this site. Zone R-3 offers the most advantages for the proposed development combined with the variance contained herein. Zone R-3 also compliments the existing neighborhood zoning and matches the zoning for the majority of the existing WCU Campus.

Proposed Actions:

The following three actions are requested to maximize use of and for the development of the Project Site for the purpose of the Proposed Health Sciences Facility for WCU. WCU requests that the Project Site be rezoned from R-1A to R-3. WCU also requests the partial closure of the existing undeveloped alley which is required for the grading development of the site. WCU lastly requests a Setback Variance so that the proposed building will fit on the site with minimal impact to the adjacent land owners

Petition to Rezone

Petition the Planning Commission and City Council to change the zone from R-1A to R-3 for the South 50 feet of Lots 1, 2, 3 & 4, all of Lots 5, 6, 7, 8, 9, 10, the South 136 feet of Lots 11 & 12, and all closed portions of the alley, all within Block 19, Burkett's Subdivision. Block bounded by Tuscan Avenue (South), Cherry Street (West), Magnolia Avenue (North) & Cedar Street (East). Affected parcels are all owned by WCU (PPIN 13638, 13639, 13640, 16341, 13642 & 32310)

Justification: Zone R-3 will allow for more relaxed development restrictions, is in keeping with the nature and development of the surrounding neighborhood and will be complimentary to the existing zoning for the majority of the WCU Campus.

Petition to Close Alley

Petition to the Planning Commission and City Council to Close the portion of the Existing Undeveloped Alley between Lots 3, 4, 9 & 10, Block 19, Burkett's Subdivision. Alley is adjacent to WCU owned property on all sides (PPIN 13638, 13639, 13640 & 16341). The

block is bounded by Tuscan Avenue (South), Cherry Street (West), Magnolia Avenue (North) & Cedar Street (East). See Appendix A for parcel description.

Justification: The western third of this same alley has already been closed (Ord No 3227, Bk 1307, Pg 133). WCU will be the only property owner affected and beneficiary of said action. The alley closure will allow for the proper engineering design and construction of the proposed Health Sciences Facility. The existing site has in excess of 10 feet of elevation change between Tuscan Avenue & the alley which presents a grading challenge. The closure of the alley would eliminate the need for a costly retaining wall. This section of the alley is currently not in use and is not developed.

Setback Variance

Petition to the Planning Commission and City Council to allow for a 0 foot building setback on Cherry Street for the proposed Health Sciences Facility instead of the 20 foot setback as required in *Section 6.1 District Dimensional Standards of the LDC (Page59)*.

Justification: The Right of Way width for Cherry Street, as platted, is 80 feet wide. An 80 foot wide Right of Way is generally used for a major, multilane roadway. Cherry Street is a minor roadway by use in this neighborhood. By comparison, Magnolia Avenue, also is a minor roadway, has a 60 foot width Right of Way; and Tuscan Avenue, a major 2 lane roadway in this neighborhood, has a 50 foot width Right of Way. In addition, due to being a corner lot, the 20 foot building setback would be required on all street frontages of the project site. Using the 20 foot setback would require that the proposed building would be need to be placed unnecessarily close to the adjacent landowner and required a rear setback and buffer variance along the common property line with the same landowner. The overly wide Right of Way width and the Corner Lot condition places an undue burden on the land owner, WCU, to properly enjoy the full use of said property.

City of Hattiesburg
Planning Commission and Board of Adjustment
200 Forrest County
Hattiesburg, MS 39401

RE: William Carey University's request for a variance on Parcels PPIN's 32310, 13638, 13639, 13640,
13641 & 13642

To Whom It May Concern:

As to the Owner of the adjoining property, I hereby approve / disapprove (circle one) of the variance
request on the adjacent parcel by William Carey University.

Please let me know if you need anything further.

Sincerely,

Jennetha Carroll
Signature

12-19-18
Date

Jennetha Carroll
Print Name

613 Magnolia Ave.
Hattiesburg, MS 39401
Address

Comments:

RECEIVED
DEC 23 2019
BY: CM

PRELIMINARY DESIGN NOTES:

ZONING:
ZONE: R-3
MULTI-FAMILY RESIDENTIAL

FLOOR AREA RATIO: 0.75
MIN FRONT SETBACK: 20 FEET
COMPLIED (TUSCAN, CEDAR & MAGNOLIA)
VARIANCE REQUIRED (CHERRY)

BUFFER:
MAX FRONT SETBACK: 10 FEET
MIN SIDE SETBACK: 5 FEET
MIN REAR SETBACK: 20 FEET
MAX HEIGHT: 35 FEET
OR 3 STORIES: COMPLIED

MAX IMPERVIOUS AREA: 50%
GREENSPACE: NONE REQUIRED

PRECONSTRUCTION - IMPERVIOUS AREA

*37,707 SQ. FT. IMPERVIOUS AREA = 31% IMPERVIOUS AREA * BASED ON SITE, PRIOR TO DEMOLITION
122,671 SQ. FT. TOTAL AREA

POST CONSTRUCTION - IMPERVIOUS AREA

59,120 SQ. FT. IMPERVIOUS AREA = 49% IMPERVIOUS AREA
1122,671 SQ. FT. TOTAL AREA

DISTURBED AREA = 3.18 ACRES

PARKING:

PER TABLE 7.12:
SCHOOL, UNIVERSITY OR COLLEGE: 1 PER 4 STUDENTS

CLASSROOM: 548 STUDENTS
LAB SPACES: 152 STUDENTS
TOTAL: 700 STUDENTS

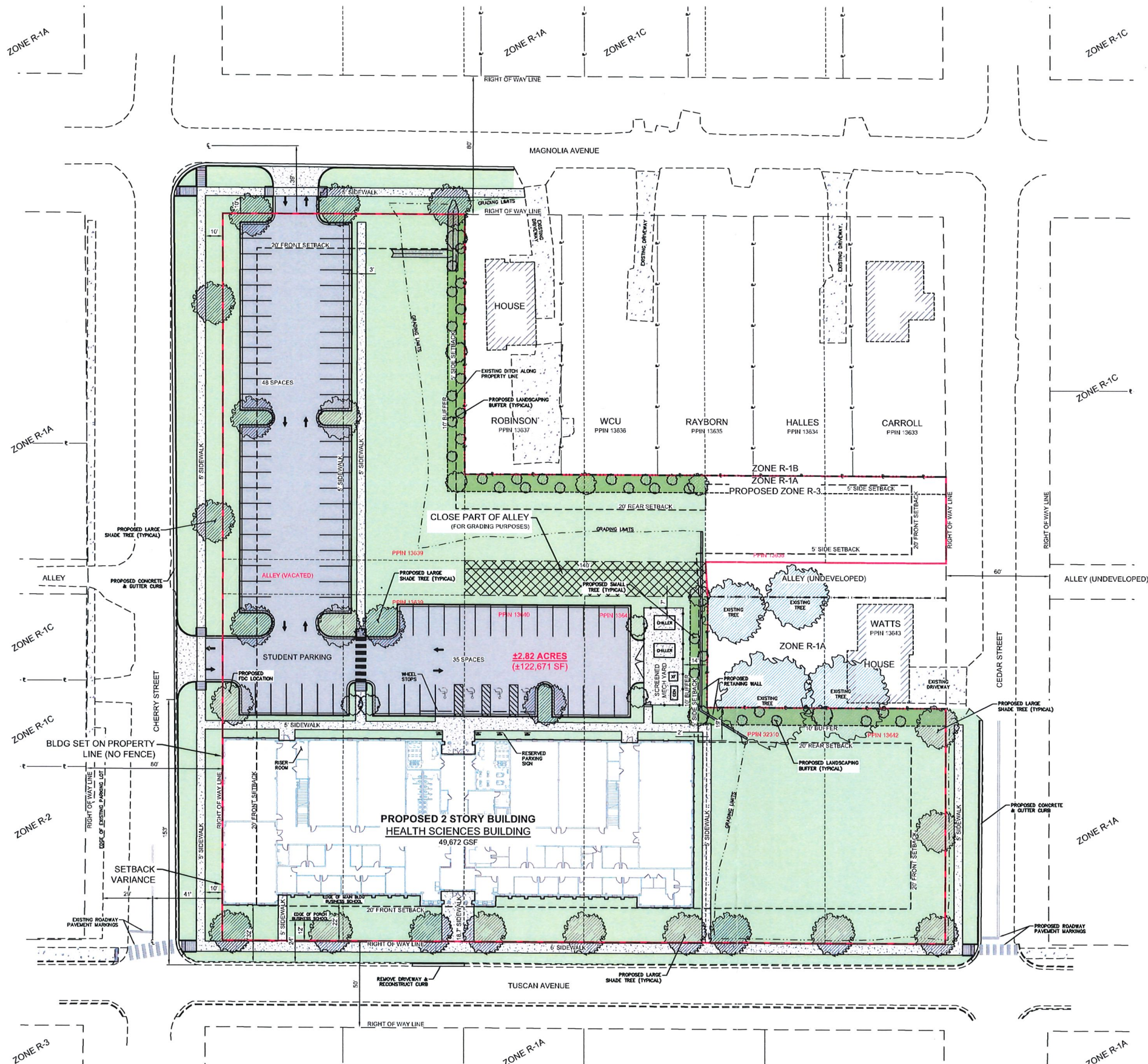
SPACES REQUIRED: 175
SPACES PROVIDED:
ADA: 4
REGULAR: 79
TOTAL: 83

SPECIAL NOTE:

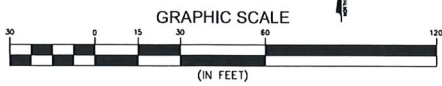
ADDITIONAL PARKING AVAILABLE ON ADJACENT OFF-SITE LOTS. A CERTAIN PERCENTAGE OF STUDENTS LIVE ON CAMPUS WHICH WILL NOT REQUIRE PARKING SPACES ON SITE.

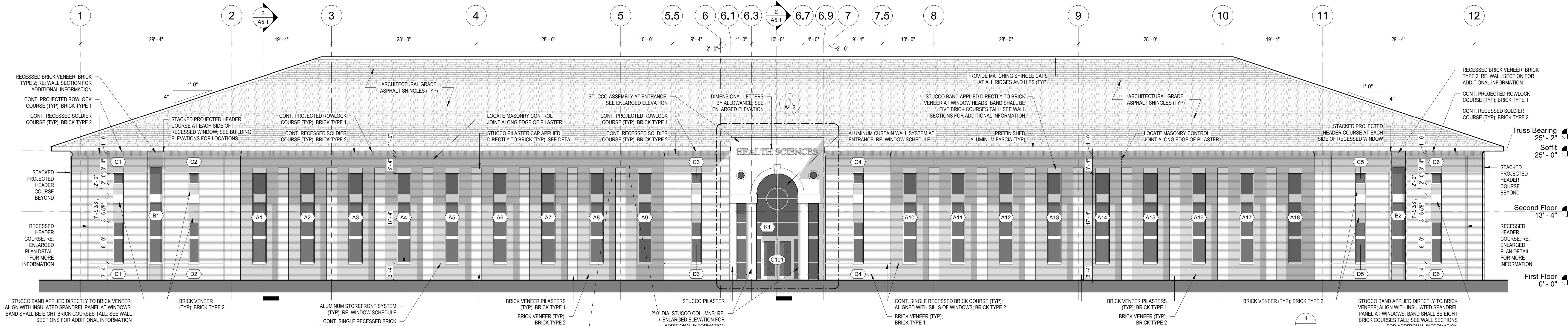
FLOOD NOTE:

THE PARCEL SHOWN HEREON IS LOCATED WITHIN AN AREA HAVING THE FLOOD ZONE DESIGNATION "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE OF FLOODPLAIN, BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 28035C0116D, WITH A DATE OF IDENTIFICATION OF MARCH 02, 2010 FOR COMMUNITY NO. 280053, IN FORREST COUNTY, MISSISSIPPI.



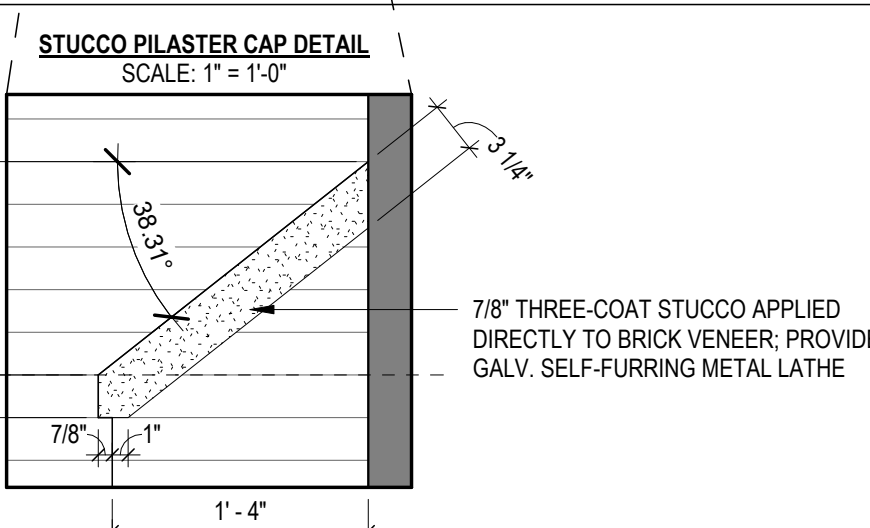
NO.	DATE	DESCRIPTION	BY
SITE PLAN			
WILLIAM CAREY UNIVERSITY CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES		Checked by: SEM	
Date: 12-20-2019		Scale: AS NOTED	
Drawing No.: 16829		Sheet No.: 1 of 1	





1 South Elevation
SCALE: 1/8" = 1'-0"

Symmetry Note
THE BUILDING IS SYMMETRICAL ABOUT THE CENTER OF THE PRIMARY ENTRANCE.



Brick Veneer Note

THE BUILDING ELEVATIONS FEATURE TWO SHADES OF BRICK VENEER WITH ONLY A SLIGHT SHIFT IN COLOR. THE LOCATIONS OF THESE TYPES ARE INDICATED WITH THE UNSHADED AND SHADED AREAS ON THE ELEVATION DRAWINGS. THE DARKEST SHADED AREAS ON THE ELEVATION DRAWINGS ARE SHADOWS TO PROVIDE BETTER UNDERSTANDING OF CHANGES IN DEPTH AND DO NOT REPRESENT A CHANGE OF BRICK COLOR. THE TWO BRICK VENEER TYPES ARE AS FOLLOWS:

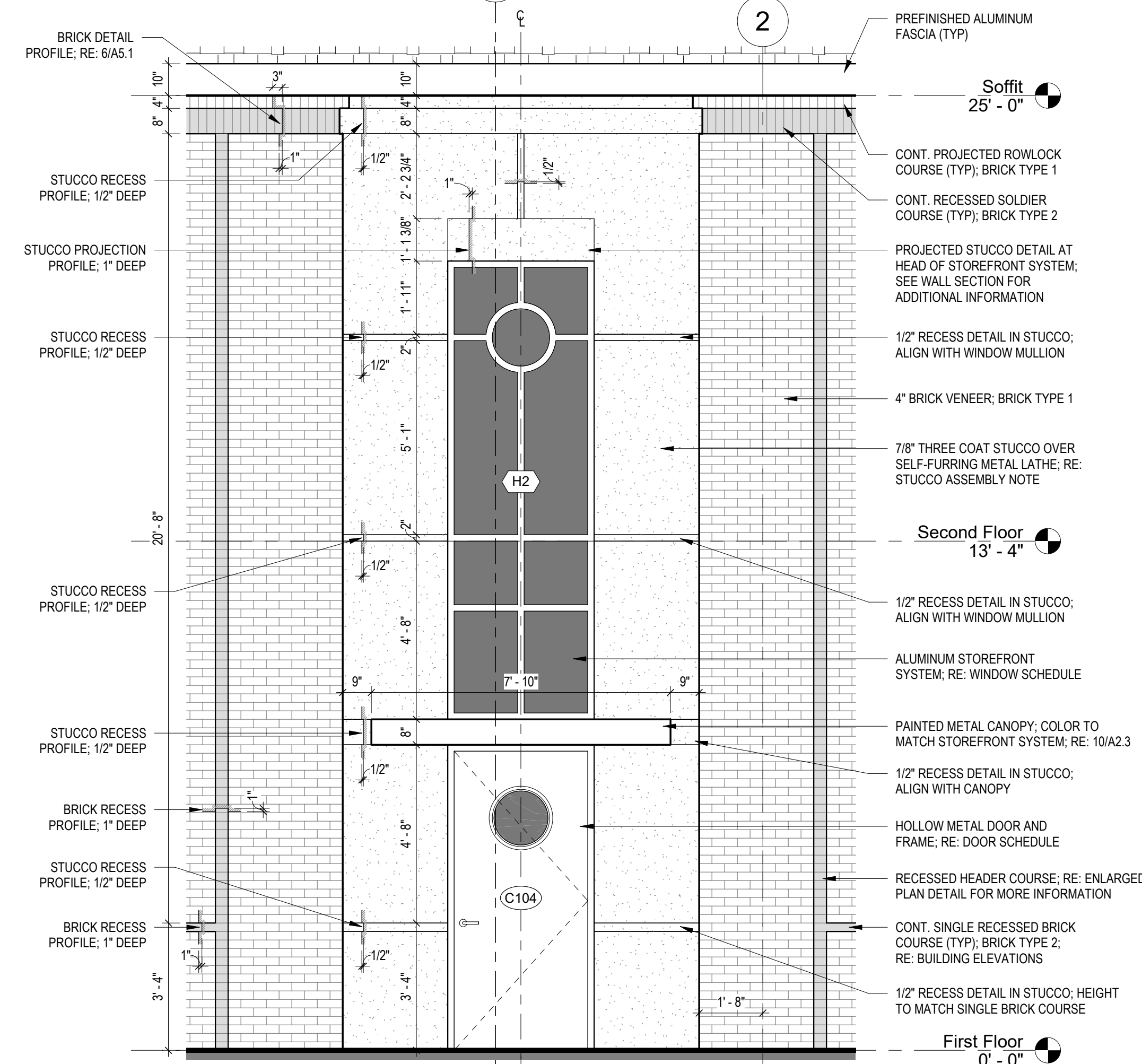
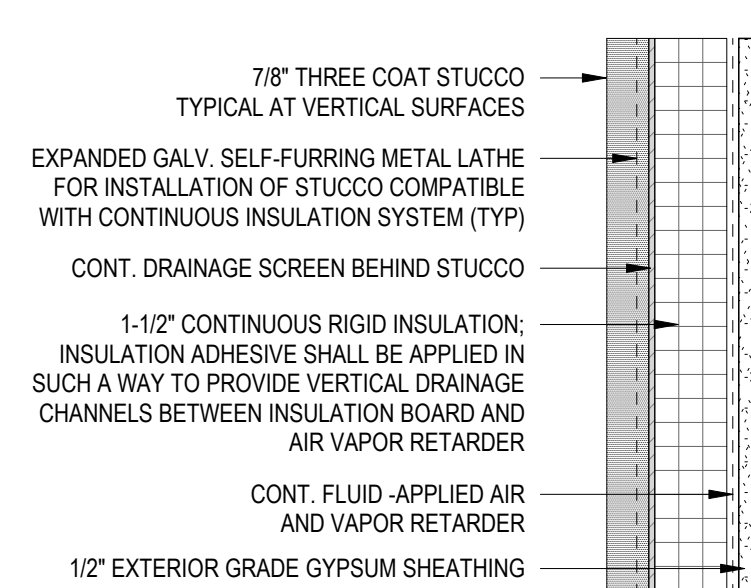
- TYPE 1 (LIGHT) - FIELD COLOR - MS VELOUR RED BY CHEROKEE BRICK AND TILE COMPANY TO MATCH STANDARD WILLIAM CAREY UNIVERSITY BRICK COLOR
- TYPE 2 (DARK) - ACCENT COLOR - MS VELOUR MAROON BY CHEROKEE BRICK AND TILE COMPANY

THE BUILDING ELEVATIONS ALSO FEATURE NUMEROUS RECESSED BRICK DETAILS WITH VARYING COURSE TYPES AS REPRESENTED ON THE ELEVATION DRAWINGS. ALL RECESSED BRICK DETAILS ARE TO BE THE DARKER BRICK COLOR (TYPE 2) UNLESS NOTED OTHERWISE.

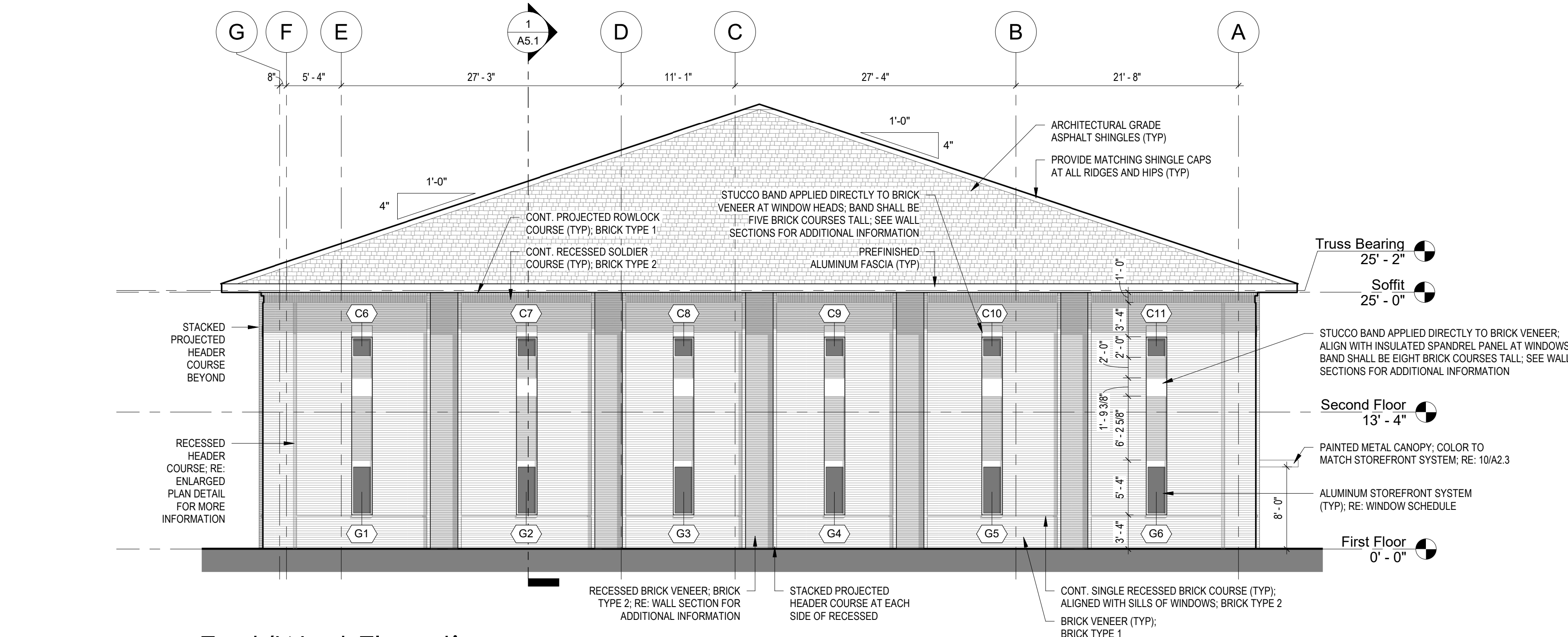
VERTICAL CONTROL JOINTS SHALL BE PROVIDED PER THE SPECIFICATIONS. GENERALLY, ALL JOINTS SHALL BE LOCATED AT INTERIOR CORNERS OR ALONG INTERIOR EDGES OF VERTICAL BRICK RECESSES. THE NORTH AND SOUTH ELEVATIONS REQUIRE TWO CONTROL JOINTS EACH THAT DO NOT FIT EITHER OF THESE CONDITIONS, AND THESE LOCATIONS ARE INDICATED ON THE ELEVATION DRAWINGS.

Stucco Assembly Note

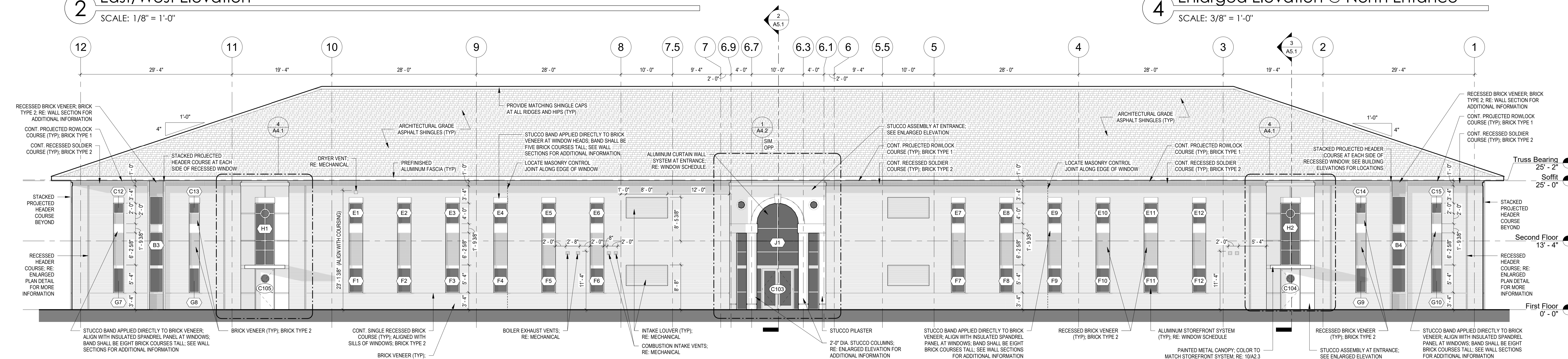
VERTICAL AREAS OF STUCCO SHALL BE ST0 POWERWALL C1 WITH OUTBOUND INSULATION. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION. THE GENERAL ASSEMBLY SHALL BE AS FOLLOWS:



4 Enlarged Elevation @ North Entrance
SCALE: 3/8" = 1'-0"



2 East/West Elevation
SCALE: 1/8" = 1'-0"



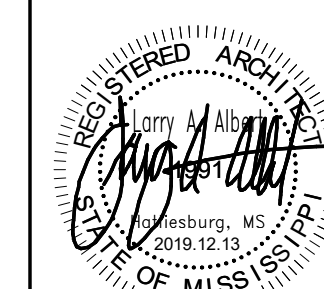
3 North Elevation
SCALE: 1/8" = 1'-0"

ISSUANCE SCHEDULE	
Date	Description
2019.09.13	SD Submittal
2019.11.01	DD Submittal
2019.12.13	Bit Documents

Drawn By: CP
Checked By: LAC.PP

AR PN #19-016

BID DOCUMENTS



A4.1
BUILDING
ELEVATIONS





WILLIAM CAREY
UNIVERSITY



ALBERT &
ROBINSON
ARCHITECTS

**MINUTES OF THE
RESCHEDULED MEETING OF THE
HATTIESBURG BOARD OF ADJUSTMENT
FEBRUARY 12, 2020**

The Hattiesburg Board of Adjustment did meet in a rescheduled session on February 12, 2020 at 3:30 PM at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. A quorum was not reached during the originally scheduled Board of Adjustment meeting on February 5, 2020. The rescheduled session date, time, and location was set and announced at that time and confirmed with all Board Members and attendees. Amy Hinton, Chair, presided over the meeting. A quorum was indicated and the attendance was as follows:

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

Board Members Absent: James Hughes

Also Present: Ginger Maddox Lowrey, AICP, Planning Division Manager
Andrew Ellard, Director Urban Development
Caroline Miles, Planner
Jim Gladden, Esq.

Chair Hinton declared the meeting of the Hattiesburg Board of Adjustment open and in session at 3:30 PM.

AGENDA REVIEW

There came the matter of the February 2020 Agenda. A request was made by Chair Hinton for a motion to approve the February 2020 Agenda. A motion was made to approve the February 2020 Agenda by Shawn Harris and seconded by James Trussell.

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

Board Members voting nay: None

MINUTES REVIEW

There came the matter of the December 4, 2019 minutes. Chair Hinton requested a motion to approve the December 4, 2019 minutes. A motion was made by Shawn Harris to approve the minutes and was seconded by James Trussell.

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

Board Members voting nay: None

REPORTS

PLANNING REPORT

Ginger Maddox Lowrey, AICP, Planning Division Manager, provided the Planning Report. On December 17, 2019, City Council approved a setback variances at 401 S. 40th Ave. (BOA approval upheld).

CHAIR'S REPORT

No report was provided.

INTRODUCTIONS

Board members introduced themselves.

PUBLIC HEARING – BOARD OF ADJUSTMENT

Chair Hinton declared the Public Hearing for the Board of Adjustment open at 3:36 PM.

There came the matter of Item A (Front Setback), Bob Blevins, Representative, and William Carey University, Owner, as required in the Land Development Code, Ord. No. 3209, to request a variance from Section 6, Table 6.1 “Minimum Front Setback” for R-3, “20 feet”, and instead allow a setback of zero (0) feet for a variance of twenty (20) feet along Cherry Street for a proposed building located at 608 Tuscan Avenue (Parcel 2-038G-15-149.00, PPIN 13639, Ward 2). This variance is contingent on the approval of a change of zoning to R-3 (Multi-family Residential) District.

Name

Address

City/State

<u>Presented by:</u>	Shea McNease	301 2 nd Ave.	Hattiesburg, MS
<u>Proponents:</u>	Larry Albert	514 Main St.	Hattiesburg, MS
<u>Opponents:</u>	None		

Shea McNease presented the variance request. He stated that a front setback variance would alleviate the burden of the unnecessarily wide 80' right-of-way of Cherry Street. The right-of-way was platted during the streetcar era, when Cherry Street was planned for future streetcar traffic. Furthermore, the variance would allow the building to be placed closer to Cherry Street, which would decrease the impact on adjacent residential properties in the block.

Chair Hinton declared the Public Hearing closed and the Business Meeting open to vote on the request. Rebekah Ray made a motion to approve the front setback variance request. The approval is based on the following criteria: Special Privilege, a variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district; Literal interpretation, the literal interpretation of the provisions of the regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant; Reasonable Use, the applicant cannot make reasonable use of the property without the requested variance; Minimum Required, the granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure; Conformance with the Purposes of this Code, the granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code. Shawn Harris seconded the motion.

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

Board Members voting nay: None

BUSINESS MEETING

There being no further business, the meeting was adjourned at 3:47 PM. Shawn Harris made a motion to adjourn the meeting. The motion was seconded by James Trussell.

Amy Hinton, Chair

Ginger Maddox Lowrey, AICP, CFM, Planning Division Manager



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Andrew Ellard, Director

Date: Tuesday, February 18, 2020

Re: Adopt an Ordinance for the petition filed by Bob Blevins, Representative, and William Carey University to close and vacate a portion of the alley, which is located north of Tuscan Avenue between Cedar Street and Cherry Street (Ward 2). The Planning Commission recommended to Approve on February 05, 2020.
File Number: 2020-101
Minute Book #

Summary

Adopt an Ordinance to close and vacate a portion of the alley north of Tuscan Avenue between Cedar Street and Cherry Street, W2

Recommendation Statement

Adopt an Ordinance to close and vacate a portion of the alley north of Tuscan Avenue between Cedar Street and Cherry Street, Ward 2

Please place this on the February 18, 2020 City Council meeting for consideration.

SUBJECT PARCEL: Alley between Cedar and Cherry, north of Tuscan

Bob Blevins, Representative, and William Carey University, Owner

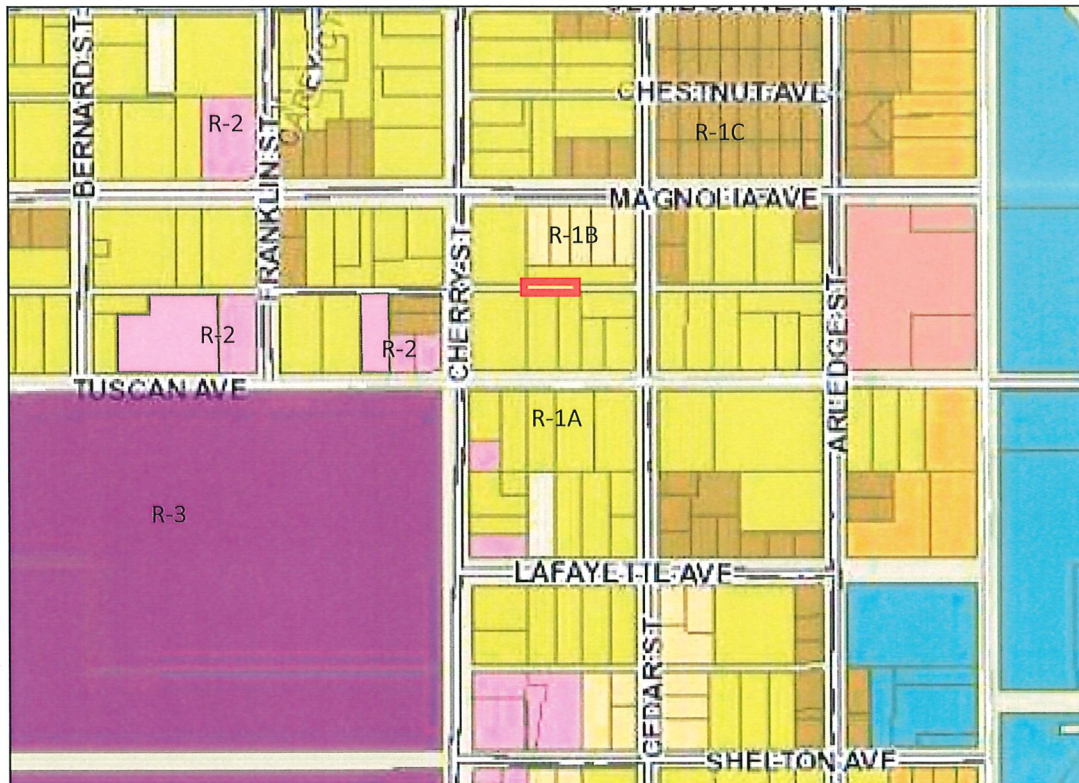
The petitioners request to close and vacate a portion of the alley, which is located north of Tuscan Avenue between Cedar Street and Cherry Street (Parcel 2-038H-15-094.00, PPIN 13638; Parcel 2-038G-15-149.00, PPIN 13639; Parcel 2-038G-15-212.00, PPIN 13640; Parcel 2-038H-15-115.00, PPIN 13641, Ward 2).



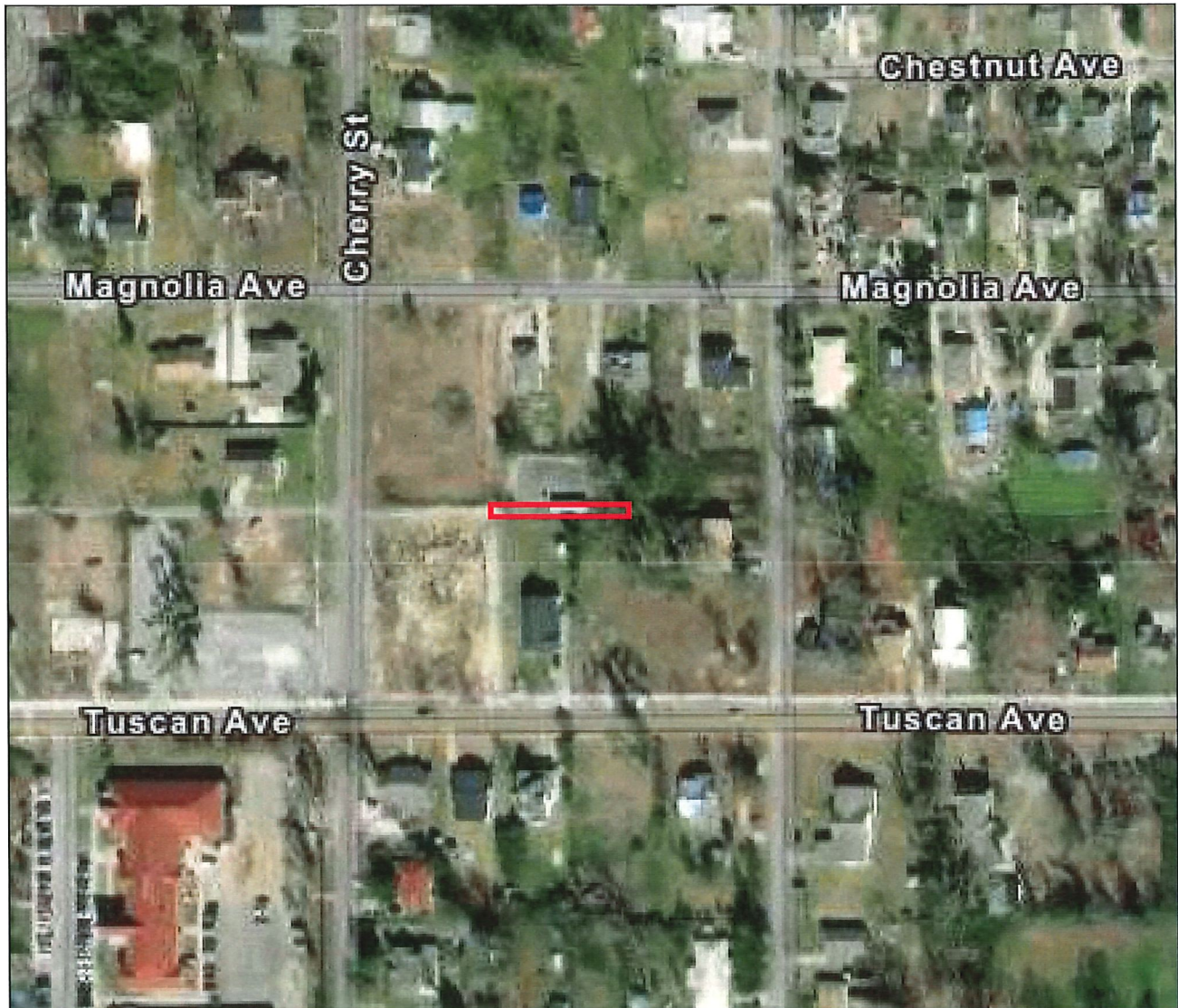
Vicinity Map—Ward 2



Zoning—Right of Way



Site Aerial



Alley Vacation Map



SURROUNDING AREA

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



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



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

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





**Planning Commission
Case Fact Sheet**

Name of Petitioner: Bob Blevins, Representative, and William Carey University, Owner

Address of Property:
Tuscan Avenue

Tax Parcels:
Multiple (see below)

PPIN:
-

Ward:
2

Request: **Vacate and Close Portion of Undeveloped Alley**

Purpose of Request: To consider an application to close and vacate a portion of the alley, which is located north of Tuscan Avenue between Cedar Street and Cherry Street (Parcel 2-038H-15-094.00, PPIN 13638; Parcel 2-038G-15-149.00, PPIN 13639; Parcel 2-038G-15-212.00, PPIN 13640; Parcel 2-038H-15-115.00, PPIN 13641, Ward 2).

Applicant Summary: See attached pages.

Applicable Regulations:

SECTION 12.2

Categories of Development Approvals

Legislative Development Approvals – Street closings

Present Zoning: Public Right of Way

Present Use: Undeveloped

**Surrounding Zoning
and Land Use:**

North: R-1A (Single Family Residential) District/ Surface Parking
South: R-1A (Single Family Residential) District/ Residential
East: R-1A (Single Family Residential)
District/Undeveloped/Residential
West: R-1A (Single Family Residential) District/Undeveloped

**Most Nearly
Bounded By (streets):** This location is bounded by Tuscan Avenue to the south, Cedar

Street to the east, Cherry Street to the west, and Magnolia Avenue to the north.

**Letters or
Concerns stated:**

The Planning Division Office has not received any letters or other written communications relative to this case, as of January 22, 2020.

History / Background:

The western portion of the undeveloped alley between PPIN 13639 (608 Tuscan Ave.) was vacated in March 2018.

William Carey University owns all property adjacent to the portion of the alley that is proposed to be vacated.

Basis for Approval:

Approve or Deny an application to close and vacate a portion of the alley, which is located north of Tuscan Avenue between Cedar Street and Cherry Street (Parcel 2-038H-15-094.00, PPIN 13638; Parcel 2-038G-15-149.00, PPIN 13639; Parcel 2-038G-15-212.00, PPIN 13640; Parcel 2-038H-15-115.00, PPIN 13641, Ward 2).

Client: William Carey University
Project: Health Sciences Building
Project No.: 16829
Date: December 23, 2019

Variance, Rezone and Alley Closure Application

Narrative

Executive Summary:

Project Location

The project site is located adjacent to the Northeast Corner of the existing William Carey University (WCU) Campus and facing Tuscan Avenue. It is bounded by Tuscan Avenue (South), Cherry Street (West), Magnolia Avenue (North) & Cedar Street (East), located in Hattiesburg, Mississippi. The site is generally described as being the South 50 feet of Lots 1 thru 4, all of Lots 5 thru 10 and the South 136 feet of Lots 11 thru 12, all in Block 19 of Burkett's Subdivision and the closed western portion of the public alley in said Block 19, between Lots 5 thru 8.

Proposed Use

The project is described as the design and construction of a new Health Sciences Facility. WCU intends to move existing programs from existing locations on the WCU Campus into this new facility. WCU intends to grow the Health Sciences program over time but does not anticipate an immediate influx of new students. The new Health Sciences Facility will be a state-of-the-art facility used to train the next generation of health care professionals.

Project Description

Proposed Health Sciences Facility site will contain a two story, approximately 50,000 gross square foot building. The proposed building will be constructed of materials compilatory of the existing WCU Campus Facilities. The front of the building will face and have pedestrian access to Tuscan Ave (South). The rear of the building will face Magnolia Ave (North). There will be a paved parking lot and enclosed mechanical yard located on the rear (North) side of the proposed building. The paved parking lot will have pedestrian access to the rear of the proposed building. The paved parking area will contain approximately 83 spaces, including ADA accessible spaces, and have vehicular access to Cherry St (West) and Magnolia Ave (North). Additional, off-site parking is currently available on the existing WCU Campus and other nearby facilities owned and controlled by WCU. The Proposed Health Sciences Facility will have pedestrian access to the existing WCU Campus and other nearby facilities by use of the existing pedestrian facilities located along the North and South sides of Tuscan Ave and two dedicated mid-block crosswalks connecting the North side of Tuscan Ave with the campus on the South

site of Tuscan Ave. A modular block retaining wall will be required at the Northeast Corner of the proposed facility and along the property line of the adjacent landowner. The project site will be completed using the appropriate landscaping, as required by the Land Development Code, and complimentary to the existing WCU Campus and neighborhood.

Considerations

Upon examination of the site for the Proposed Health Sciences Facility for WCU, it was determined that the existing Zoning of R-1A was not compatible with the proposed use and development of the Project Site. The requirements for both Zones R-3 & B-3 were studied and considered. While Zone B-3 did offer many advantages to the proposed development, the buffer requirement and the front setback requirement would not work on this site. Zone R-3 offers the most advantages for the proposed development combined with the variance contained herein. Zone R-3 also compliments the existing neighborhood zoning and matches the zoning for the majority of the existing WCU Campus.

Proposed Actions:

The following three actions are requested to maximize use of and for the development of the Project Site for the purpose of the Proposed Health Sciences Facility for WCU. WCU requests that the Project Site be rezoned from R-1A to R-3. WCU also requests the partial closure of the existing undeveloped alley which is required for the grading development of the site. WCU lastly requests a Setback Variance so that the proposed building will fit on the site with minimal impact to the adjacent land owners

Petition to Rezone

Petition the Planning Commission and City Council to change the zone from R-1A to R-3 for the South 50 feet of Lots 1, 2, 3 & 4, all of Lots 5, 6, 7, 8, 9, 10, the South 136 feet of Lots 11 & 12, and all closed portions of the alley, all within Block 19, Burkett's Subdivision. Block bounded by Tuscan Avenue (South), Cherry Street (West), Magnolia Avenue (North) & Cedar Street (East). Affected parcels are all owned by WCU (PPIN 13638, 13639, 13640, 16341, 13642 & 32310)

Justification: Zone R-3 will allow for more relaxed development restrictions, is in keeping with the nature and development of the surrounding neighborhood and will be complimentary to the existing zoning for the majority of the WCU Campus.

Petition to Close Alley

Petition to the Planning Commission and City Council to Close the portion of the Existing Undeveloped Alley between Lots 3, 4, 9 & 10, Block 19, Burkett's Subdivision. Alley is adjacent to WCU owned property on all sides (PPIN 13638, 13639, 13640 & 16341). The

block is bounded by Tuscan Avenue (South), Cherry Street (West), Magnolia Avenue (North) & Cedar Street (East). See Appendix A for parcel description.

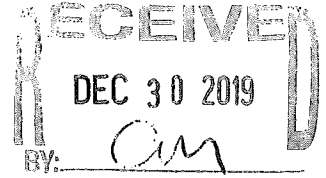
Justification: The western third of this same alley has already been closed (Ord No 3227, Bk 1307, Pg 133). WCU will be the only property owner affected and beneficiary of said action. The alley closure will allow for the proper engineering design and construction of the proposed Health Sciences Facility. The existing site has in excess of 10 feet of elevation change between Tuscan Avenue & the alley which presents a grading challenge. The closure of the alley would eliminate the need for a costly retaining wall. This section of the alley is currently not in use and is not developed.

Setback Variance

Petition to the Planning Commission and City Council to allow for a 0 foot building setback on Cherry Street for the proposed Health Sciences Facility instead of the 20 foot setback as required in *Section 6.1 District Dimensional Standards of the LDC (Page59)*.

Justification: The Right of Way width for Cherry Street, as platted, is 80 feet wide. An 80 foot wide Right of Way is generally used for a major, multilane roadway. Cherry Street is a minor roadway by use in this neighborhood. By comparison, Magnolia Avenue, also is minor roadway, has a 60 foot width Right of Way; and Tuscan Avenue, a major 2 lane roadway in this neighborhood, has a 50 foot width Right of Way. In addition, due to being a corner lot, the 20 foot building setback would be required on all street frontages of the project site. Using the 20 foot setback would require that the proposed building would be need to be placed unnecessarily close to the adjacent landowner and required a rear setback and buffer variance along the common property line with the same landowner. The overly wide Right of Way width and the Corner Lot condition places an undue burden on the land owner, WCU, to properly enjoy the full use of said property.

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



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

2. Current name of street/alley to be closed, vacated, named or re-named:
Alley Between Cherry St, Cedar St

3. Names of all intersecting or bounding streets and/or alleys:
Cherry St, Cedar St

4. Tax Block(s) and Lot(s) involved in closing request:
PPIN: 13639, 13638, 13640, 13641 (All owned by William Carey University)

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

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

Any additional Information: n/a

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

The partial closure of the alley will allow the owner (William Carey Univ) to construct a proposed building on the adjacent parcels that it already owns.

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

 X Yes No

If yes, provide reference numbers and dates: _____

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

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

Alley Closure parcel description:

A 140 foot long and 20 foot wide section of the East/West Public Alley in Block 19, Burketts Subdivision in the City of Hattiesburg, as per map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi and adjoined on the North by Lots 3 & 4 of said Block 19 and adjoined on the South by Lots 9 & 10 of said Block 19, all located in the Northeast ¼ of the Southwest ¼, Section 15, Township 4 North, Range 13 West, City of Hattiesburg, Forrest County, Mississippi.

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

STREET/ALLEY CLOSING
STREET RENAMING

ACKNOWLEDGMENTS OF AFFECTED RESIDENTS OR BUSINESSES

PRESENT NAME: Alley PROPOSED NAME: _____

CHECK ONE: ☒ PROPERTY OWNERS LIST ☐ BUSINESS OWNERS LIST

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

PLEASE PRINT OR TYPE

NAME	ADDRESS	PPIN # or TAX PARCEL #	APPROVE	DENY	SIGNATURE
William Carey University	608 Tuscan Ave	13639	X		
William Carey University	608 Tuscan Ave	13638	X		
William Carey University	606 Tuscan Ave	13640	X		
William Carey University	604 Tuscan Ave	13641	X		

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

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

INDEXING INSTRUCTIONS: Being the Southern 128 feet of a 10 foot wide un-improved platted public alley in the T. M. Fuller Subdivision located in the Southeast 1 /4 of the Southwest 1 /4 of Section 3, Township 4 North, Range 13 West, Forrest County, MS.

ORDINANCE NUMBER_____
OF THE
CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CLOSING AND VACATING A PORTION OF THE UN-IMPROVED UNNAMED ALLEY WHICH IS LOCATED NORTH OF TUSCAN AVENUE BOUNDED BY CEDAR STREET TO THE EAST AND BOUNDED BY CHERRY STREET TO THE WEST (BETWEEN PARCEL 2-038H-15-094.00, PPIN 13638; PARCEL 2-038G-15-149.00, PPIN 13639; PARCEL 2-038G-15-212.00, PPIN 13640; PARCEL 2-038H-15-115.00, PPIN 13641, WARD 2) THAT IS CURRENTLY PLATTED AND EXISTING.
IN THE CITY OF HATTIESBURG, MISSISSIPPI

WHEREAS, a portion of a platted alley, which is located north of Tuscan Avenue between Cedar Street and Cherry Street (Parcel 2-038H-15-094.00, PPIN 13638; Parcel 2-038G-15-149.00, PPIN 13639; Parcel 2-038G-15-212.00, PPIN 13640; Parcel 2-038H-15-115.00, PPIN 13641, Ward 2). and is bounded by Tuscan Avenue Street to the South, Cedar Street to the East, and Cherry Street to the West; and

WHEREAS, all of the owners of property adjacent to said portion of the un-improved unnamed alley have requested the Mayor and Council of the City of Hattiesburg, Mississippi, close and vacate said portion of the un-improved unnamed alley described below, have consented to the closing and vacating of said portion the un-improved unnamed alley described below, subject to the waiting period of thirty (30) days from the date of publication of this ordinance, and have waived any and all rights to any compensation and/or damages that might otherwise be due to them as abutting landowners as a result of the closing and vacating thereof; and

WHEREAS, the Mayor and City Council do now find, determine and adjudge that said portion of a platted alley, which is located north of Tuscan Avenue between Cedar Street and Cherry

Street (Parcel 2-038H-15-094.00, PPIN 13638; Parcel 2-038G-15-149.00, PPIN 13639; Parcel 2-038G-15-212.00, PPIN 13640; Parcel 2-038H-15-115.00, PPIN 13641, Ward 2). and is bounded by Tuscan Avenue Street to the South, Cedar Street to the East, and Cherry Street to the West described below is not needed as a public street, and that the public interest, welfare and convenience require that said portion of the alley described below be closed and vacated, that it would be in the best interest of the City of Hattiesburg. The City of Hattiesburg and the Mayor and Council further find and adjudicate that no compensation for the closing and vacating of said portion of the undeveloped alley described below is due to the owners of the property abutting thereon.

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

SECTION 1. That a portion of a platted alley, which is located north of Tuscan Avenue between Cedar Street and Cherry Street (Parcel 2-038H-15-094.00, PPIN 13638; Parcel 2-038G-15-149.00, PPIN 13639; Parcel 2-038G-15-212.00, PPIN 13640; Parcel 2-038H-15-115.00, PPIN 13641, Ward 2). and is bounded by Tuscan Avenue Street to the South, Cedar Street to the East, and Cherry Street to the West located in the City of Hattiesburg, Forrest County, Mississippi, and being more particularly described as follows:

A 140 FOOT LONG AND 20 FOOT WIDE SECTION OF THE EAST/WEST PUBLIC ALLEY IN BLOCK 19, BURKETTS SUBDIVISION IN THE CITY OF HATTIESBURG, AS PER MAP OR PLAT THEREOF ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF FORREST COUNTY, MISSISSIPPI AND ADJOINED ON THE NORTH BY LOTS 3 & 4 OF SAID BLOCK 19 AND ADJOINED ON THE SOUTH BY LOTS 9 & 10 OF SAID BLOCK 19, ALL LOCATED IN THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$, SECTION 15, TOWNSHIP 4 NORTH, RANGE 13 WEST, CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI.

SECTION 2. That the City Engineer has recommended that said portion of the un-improved unnamed alley described above be closed and vacated. That the portion of the un-improved unnamed alley described above is not a necessary means of access to any other property. That whenever there are existing utilities present in the areas that have been requested for closure, that utility company shall maintain an easement as long as that utility is present. That it would be in the best interest of the City to close and vacate the same.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

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

YEAS:

NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the_____day of_____ A.D., 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the_____day of_____ A.D., 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
FEBRUARY 5, 2020**

The Hattiesburg Planning Commission did meet in a regular session on February 5, 2020 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Mark Miller, Chair, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Charlene Allshouse
Jeff Keysear
Elayne Lockett
Mark Miller, Chair
Rhoda A. Pickett
Rebekah Ray
Kenneth Waits

Commissioners Absent: Amy Hinton, Vice-Chair
Ricardo Bryant
Charles Dawe
Dick Conville

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

Chair Miller declared the meeting of the Hattiesburg Planning Commission open and in session at 1:00 PM.

AGENDA REVIEW

There came the matter of the February 2020 Agenda. A request was made by Chair Miller for a motion to approve the February 2020 Agenda. A motion was made to approve the February 2020 Agenda by Commissioner Ray and seconded by Commissioner Pickett.

Commissioners voting aye: Charlene Allshouse
Jeff Keysear

Elayne Lockett
Mark Miller, Chair
Rhoda A. Pickett
Rebekah Ray
Kenneth Waits

Commissioners voting nay: None

MINUTES REVIEW

There came the matter of the January 8, 2020 minutes. A motion was made by Commissioner Allhouse to table the January 8, 2020 minutes and seconded by Commissioner Lockett.

Commissioners voting aye: Charlene Allshouse
Jeff Keyseear
Elayne Lockett
Mark Miller, Chair
Rhoda A. Pickett
Rebekah Ray
Kenneth Waits

Commissioners voting nay: None

REPORTS

BUILDING REPORT

There came the matter of the Building Permit Report. A report for January 2020 was provided by Steve Mitchell, Building Official.

PLANNING REPORT

There came the matter of the Planning Report by Ginger Maddox Lowrey, AICP, Planning Division Manager. The Planning Commission's letters responding to the two citizens were sent out as discussed at the January meeting. There were no City Council agenda items for Planning Commission in January.

CHAIR'S REPORT

No report was given.

INTRODUCTIONS

Commissioners and Staff introduced themselves.

PUBLIC HEARING – PLANNING COMMISSION

There came the matter of Item A (Zoning Change), consider a petition filed by Adam Caracci, Applicant, and Quality Restaurant Concepts, LLC, Owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for the northern portion of the certain property located at 3703 Hardy Street (Parcel 2-028L-07-162.00, PPIN 23222, Ward 1) from Section 4.5.9, B-2 (Neighborhood Business) District to Section 4.5.10, B-3 (Commercial Business) District.

Chair Miller declared the Public Hearing for the Planning Commission open at 1:08 P.M. and read the rules and procedures of the hearing

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Adam Caracci	6800 Bishop Rd.	Plano, TX
<u>Proponents:</u>	Huntley Lewis	13455 Noel Rd., Ste. 700	Dallas, TX
<u>Opponents:</u>	None		

Adam Caracci stated that Raising Cane's was planning to relocate from their current location to the 3703 Hardy Street location. The current location was a very early location in the chain's development, the 44th out of now over 500 locations nationwide. They have outgrown their current location, especially in regards to the drive-thru, which cues out into traffic. Mr. Caracci stated that the new site would be larger and allow for ample drive-thru stacking, and the property would be owned by Raising Canes, ensuring a long-term commitment to the community.

Chair Miller declared the Public Hearing closed and the Business Meeting open to vote on the request. Chair Miller stated that the area has become increasingly commercial over the years. Commissioner Allhouse stated that this should improve traffic and safety in the area and the new development would also fit in with the Midtown shopping center improvements.

Commissioner Allhouse made a motion to approve the request on the basis that the character of the neighborhood has changed substantially so that rezoning is clearly justified, and there is a public need for the rezoning. Commissioner Waites seconded the motion.

Commissioners voting aye: Charlene Allhouse
 Jeff Keysear
 Elayne Lockett
 Mark Miller, Chair
 Rhoda A. Pickett
 Rebekah Ray
 Kenneth Waites

Commissioners voting nay: None

There came the matter of Item B (Zoning Change), filed by Bob Blevins, Representative, and William Carey University, Owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for certain properties located along Tuscan Avenue and 1304 Magnolia Avenue (Parcel 2-038H-15-114.00, PPIN 32310; Parcel 2-038H-15-113.00, PPIN13642; Parcel 2-038H-15-094.00, PPIN 13638; Parcel 2-038G-15-149.00, PPIN 13639; Parcel 2-038G-15-212.00, PPIN13640; Parcel 2-038H-15-115.00, PPIN 13641, Ward 2) from Section 4.5.3, R-1A (Single-Family Residential) District to Section 4.5.7, R-3 (Multi-Family Residential) District.

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Bob Blevins	710 William Carey Pkwy	Hattiesburg, MS
<u>Proponents:</u>	Shea McNeese	217 Dover Trace	Hattiesburg, MS
	Larry Albert	514 Main Street	Hattiesburg, MS
<u>Opponents:</u>	None		

Bob Blevins stated that William Carey University (WCU) was seeking to rezone the subject properties to allow the University to build a science hall, which would allow for the expansion of the medical program at WCU. Mr. Blevins stated that the University hopes to expand the medical program and help to end the shortage of medical professionals in the U.S., and especially in Mississippi.

Commissioner Pickett asked about the notable grades on the property and if there would be issues with drainage onto neighboring properties if it was developed as proposed. Shea McNeese stated that there would be a retention system beneath the parking lot so that there would be no negative impact on adjacent properties. Commissioner Pickett also inquired as to what had been discussed to ease traffic/pedestrian issues along Tuscan Avenue that the development would create/exacerbate. Staff stated that the City's Traffic Committee was going to review options for traffic control measures in the area.

Chair Miller declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Ray made a motion to approve the request on the basis that the character of the neighborhood has changed substantially so that rezoning is clearly justified [Specifically, William Carey University has grown substantially], and there is a public need for

the rezoning [Specifically, a need for more R-3 zoning to allow for the use of “university”].
Commissioner Allhouse seconded the motion.

Commissioners voting aye: Charlene Allshouse
Jeff Keyseear
Elayne Lockett
Mark Miller, Chair
Rhoda A. Pickett
Rebekah Ray
Kenneth Waits

Commissioners voting nay: None

There came the matter of Item C (Alley Vacation/Closure), filed by Bob Blevins, Representative, and William Carey University, Owner, as required in the Land Development Code, Ord. No. 3209, to close and vacate a portion of the alley, which is located north of Tuscan Avenue between Cedar Street and Cherry Street (Parcel 2-038H-15-094.00, PPIN 13638; Parcel 2-038G-15-149.00, PPIN 13639; Parcel 2-038G-15-212.00, PPIN 13640; Parcel 2-038H-15-115.00, PPIN 13641, Ward 2).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Shea McNeese	217 Dover Trace	Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chair Miller declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Ray motion to approve the request to close and vacate the portion of the alley. Commissioner Lockett seconded the motion.

Commissioners voting aye: Charlene Allshouse
Jeff Keyseear
Elayne Lockett
Mark Miller, Chair
Rhoda A. Pickett
Rebekah Ray
Kenneth Waits

Commissioners voting nay: None

BUSINESS MEETING

Having no further business, Commissioner Ray made a motion to adjourn the meeting. The motion was seconded at Commissioner Allshouse. There being no further business, the meeting was adjourned at 1:49 PM.

Chair Mark Miller

Ginger Maddox Lowrey, AICP, CFM, Planning Division Manager



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Andrew Ellard, Director

Date: Tuesday, February 18, 2020

Re: Adopt an Ordinance for the petition filed by Bob Blevins, Representative, and William Carey University, Owner, to change the zoning classification for a certain property located along Tuscan Avenue and 1304 Magnolia Avenue (Ward 2) from Section 4.5.3, R-1A (Single-Family Residential) District to Section 4.5.7, R-3 (Multi-Family Residential) District. The Planning Commission recommended to Approve on February 05, 2020.
File Number: 2020-100
Minute Book #

Summary

Adopt an Ordinance to rezone property located along Tuscan Avenue and 1304 Magnolia Avenue R-1A to R-3, W2

Recommendation Statement

Adopt an Ordinance to rezone property located along Tuscan Avenue and 1304 Magnolia Avenue to R-3

Please place this on the February 18, 2020 City Council meeting for consideration.

Place: Jackie Dole Sherrill Community Center (Dining Room)

Time: 1:00 p.m.

HATTIESBURG PLANNING COMMISSION

AGENDA

February 5, 2020

I. Business Meeting

1. Review and approval of February meeting's agenda
2. Review and approval of the minutes of the January meeting
3. Building Report
4. Planning Report
5. Chair's Report
6. Introductions

II. Public Hearing

1. Presentation of Petitions for Public Hearing.
 - A. A petition has been filed by Adam Caracci, Applicant, and Quality Restaurant Concepts, LLC, Owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for the northern portion of the certain property located at 3703 Hardy Street (Parcel 2-028L-07-162.00, PPIN 23222, Ward 1) from Section 4.5.9, B-2 (Neighborhood Business) District to Section 4.5.10, B-3 (Commercial Business) District.
 - a. Discussion
 - b. Planning Commission Vote on Item A
 - B. A petition has been filed by Bob Blevins, Representative, and William Carey University, Owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for certain properties located along Tuscan Avenue and 1304 Magnolia Avenue (Parcel 2-038H-15-114.00, PPIN 32310; Parcel 2-038H-15-113.00, PPIN13642; Parcel 2-038H-15-094.00, PPIN 13638; Parcel 2-038G-15-149.00, PPIN 13639; Parcel 2-038G-15-212.00, PPIN13640; Parcel 2-038H-15-115.00, PPIN 13641, Ward 2) from Section 4.5.3, R-1A (Single-Family Residential) District to Section 4.5.7, R-3 (Multi-Family Residential) District.
 - a. Discussion
 - b. Planning Commission Vote on Item B
 - C. A petition has been filed by Bob Blevins, Representative, and William Carey University, Owner, as required in the Land Development Code, Ord. No. 3209, to close and vacate a portion of the alley, which is located north of Tuscan Avenue between Cedar Street and Cherry Street (Parcel 2-038H-15-094.00, PPIN 13638; Parcel 2-038G-15-149.00, PPIN 13639; Parcel 2-038G-15-212.00, PPIN 13640; Parcel 2-038H-15-115.00, PPIN 13641, Ward 2).
 - a. Discussion
 - b. Planning Commission Vote on Item C

III. Adjournment

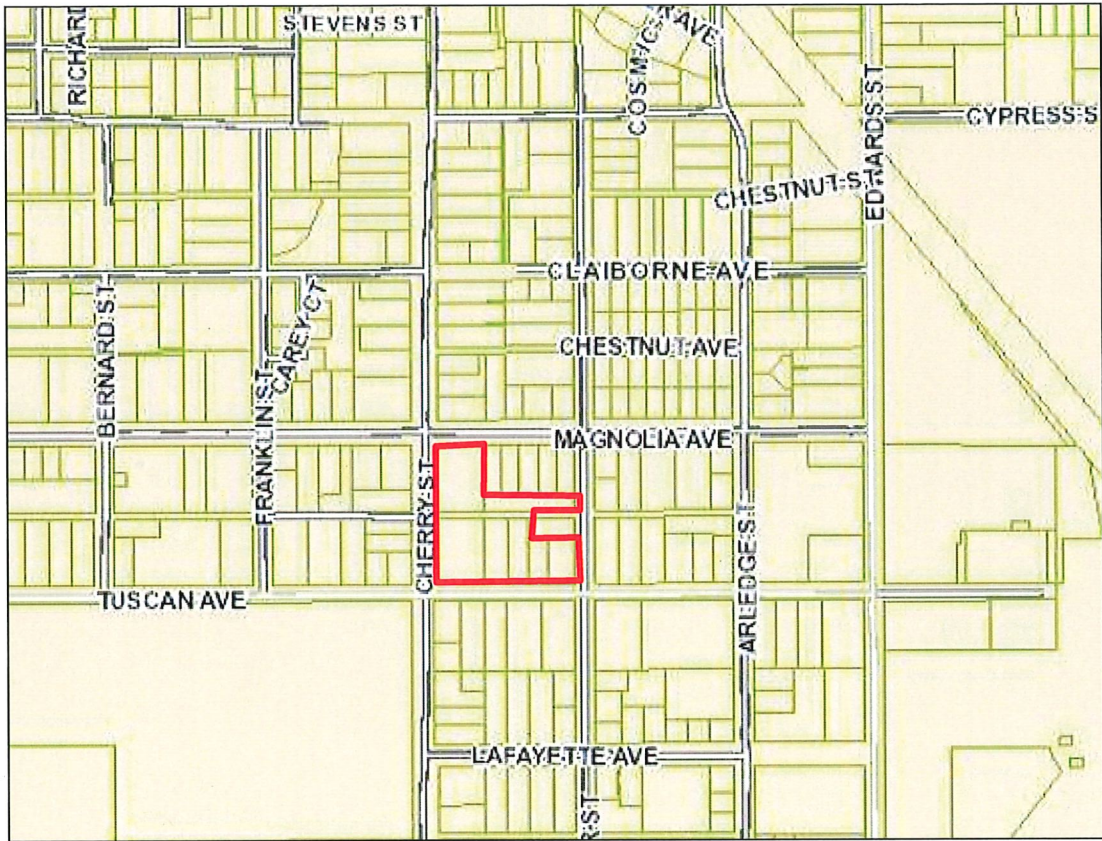
SUBJECT PARCEL: Tuscan Avenue Properties

Bob Blevins, Representative, and William Carey University, Owner

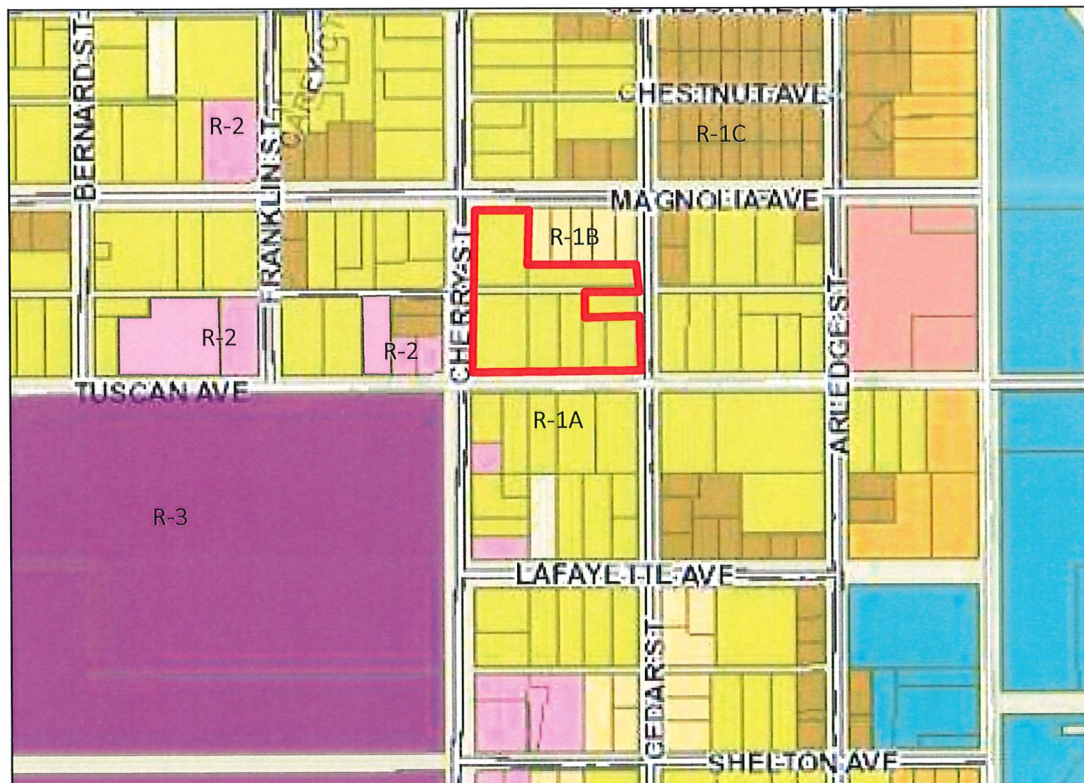
The petitioners request to change the zoning classification for certain properties located along Tuscan Avenue (Parcel 2-038H-15-114.00, PPIN 32310; Parcel 2-038H-15-113.00, PPIN13642; Parcel 2-038H-15-094.00, PPIN 13638; Parcel 2-038G-15-149.00, PPIN 13639; Parcel 2-038G-15-212.00, PPIN13640; Parcel 2-038H-15-115.00, PPIN 13641, Ward 2) from Section 4.5.3, R-1A (Single-Family Residential) District to Section 4.5.7, R-3 (Multi-Family Residential) District.



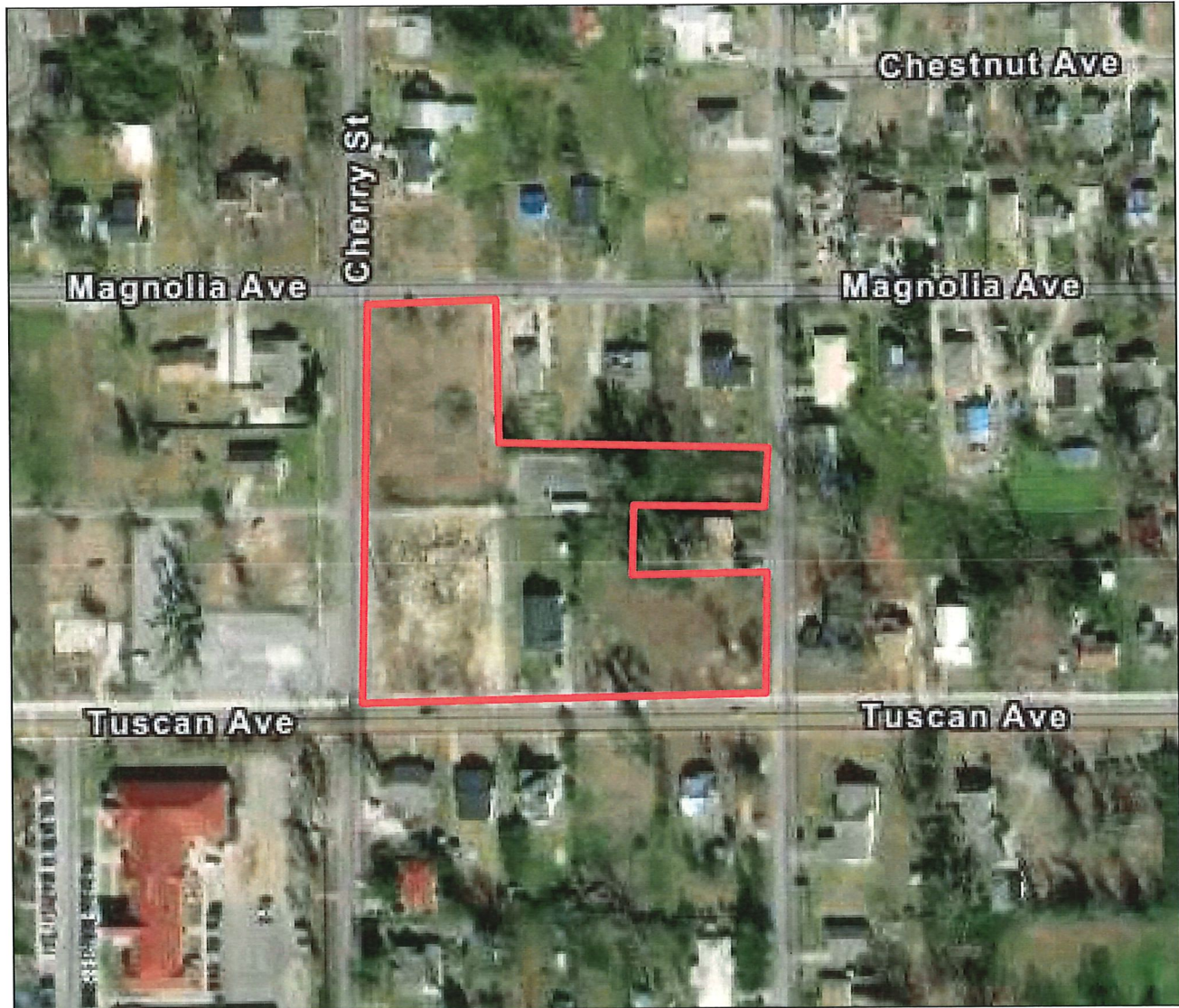
Vicinity Map—Ward 2



Zoning—R-1A



Site Aerial



SURROUNDING AREA

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



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



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

Western Direction: R-2 (Two Family) District and R-1A/R-1C/ Parking Lot and Residential





**Planning Commission
 Case Fact Sheet**

Petitioners:	Bob Blevins, Representative, and William Carey University, Owner		
Address of Properties:	Tax Parcel	PPIN:	Ward:
600 block Tuscan Avenue	2-038H-15-114.00	32310	2
(See below for all properties)			
1304 Magnolia Avenue	2-038G-15-149.00	13639	2

Request: **Zoning Change**

Purpose of Request: To change the zoning classification for certain properties located along Tuscan Avenue and 1304 Magnolia Avenue (Parcel 2-038H-15-114.00, PPIN 32310; Parcel 2-038H-15-113.00, PPIN13642; Parcel 2-038H-15-094.00, PPIN 13638; Parcel 2-038G-15-149.00, PPIN 13639; Parcel 2-038G-15-212.00, PPIN13640; Parcel 2-038H-15-115.00, PPIN 13641, Ward 2) from Section 4.5.3, R-1A (Single-Family Residential) District to Section 4.5.7, R-3 (Multi-Family Residential) District.

Applicant Summary: See Attached

Applicable Regulations:

SECTION 4 Zoning Districts Established

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

4.5.7 R-3 Multi-Family Residential District: The purpose of the R-3 District is to permit medium and high density residential uses including multi-family, two-family, and single-family structures with related recreational, religious and educational facilities. This

district is consistent with the Neighborhood Conservative 1 and 2 districts in the Comprehensive Plan. This zoning district encourages protected residential neighborhoods with only compatible supporting institutional uses and open space.
Additional Dimensional Standards

Present Zoning: These parcel is currently zoned R-1A (Single-family Residential District).

Present Use: Undeveloped/residential

Future Land Use: Neighborhood Center Mixed-Use District

Neighborhood Center Mixed-Use District Land Uses
(Chapter 7, Comprehensive Plan 2008-2028):

The following land uses should be found in this district: single-family residential uses; accessory apartments; small townhome developments (six to eight units per acre; development sizes no greater than two acres); second-floor apartments over retail or service businesses; smaller, low-intensity retail and service businesses, such as specialty shops, delis and cafes; public and quasi-public uses, such as churches, schools and public offices; arts-related businesses; and small offices in converted residences or new buildings constructed to the same character as the surrounding neighborhood.

**Surrounding Zoning
and Land Use:**

North: R-1A /R-1B(Single Family Residential) District/ Residential
South: R-1A (Single Family Residential) District/ Residential
East: R-1A (Single Family Residential) District/ Residential
West: R-2 (Two Family) District and R-1A/R-1C/ Parking Lot and Residential

**Most Nearly
Bounded By (streets):**

The parcels are accessible and bounded by Tuscan Avenue to the south, Magnolia Avenue to the north, Cedar Street to the east, and Cherry Street to the west.

**Letters or
Concerns stated:**

The Planning Division Office has not received any letters relative to this case as of January 22, 2020.

History / Background:

The applicant met with Staff in Pre-Application to review a proposed Health Sciences building on the site. The use of "University" is not permitted in R-1A zoning.

This development is concurrently requesting a variance from the minimum front setback for R-3 (pending approval) to allow for a zero foot setback along Cherry Street.

On August 21, 2012, City Council approved a zoning change from

R-1A to R-2 (Two Family Residential) along with a Use Permit Upon Review for the use of "College or University" for the property located at 512 Tuscan Avenue.

On June 18, 2013, City Council approved a zoning change from R-1A from to R-2 for the properties located at 404 and 419 Tuscan Avenue and 506 and 510 Tuscan Avenue. Use Permits Upon Review were also approved for a "University or College" use for those locations at that time.

Use Permits Upon Review existed under the previous Land Development Code, Ord. No. 2330. They are a similar concept to the current LDC's Conditional Use. However, the two differ in that Use Permits were administered to the applicants rather than to the land. Under the current LDC, a university use in R-2 zoning would be considered legal non-conforming.

Maximum impervious surface lot coverage in R-3 is 50%. To meet this requirement, the number of parking spaces provided on site is limited. However, adequate parking is provided campus wide. A parking calculation for the entire campus was provided with Site Plan review documents. LDC 7.12.6 allows for parking requirements to be met off site.

Basis for Approval:

1. The character of the neighborhood **(has / has not)** changed substantially so that rezoning is clearly justified and there **(is / is not)** a public need for the rezoning
2. There is a mistake in the original zoning.
3. Annexation

Client: William Carey University
Project: Health Sciences Building
Project No.: 16829
Date: December 23, 2019

Variance, Rezone and Alley Closure Application

Narrative

Executive Summary:

Project Location

The project site is located adjacent to the Northeast Corner of the existing William Carey University (WCU) Campus and facing Tuscan Avenue. It is bounded by Tuscan Avenue (South), Cherry Street (West), Magnolia Avenue (North) & Cedar Street (East), located in Hattiesburg, Mississippi. The site is generally described as being the South 50 feet of Lots 1 thru 4, all of Lots 5 thru 10 and the South 136 feet of Lots 11 thru 12, all in Block 19 of Burkett's Subdivision and the closed western portion of the public alley in said Block 19, between Lots 5 thru 8.

Proposed Use

The project is described as the design and construction of a new Health Sciences Facility. WCU intends to move existing programs from existing locations on the WCU Campus into this new facility. WCU intends to grow the Health Sciences program over time but does not anticipate an immediate influx of new students. The new Health Sciences Facility will be a state-of-the-art facility used to train the next generation of health care professionals.

Project Description

Proposed Health Sciences Facility site will contain a two story, approximately 50,000 gross square foot building. The proposed building will be constructed of materials compilatory of the existing WCU Campus Facilities. The front of the building will face and have pedestrian access to Tuscan Ave (South). The rear of the building will face Magnolia Ave (North). There will be a paved parking lot and enclosed mechanical yard located on the rear (North) side of the proposed building. The paved parking lot will have pedestrian access to the rear of the proposed building. The paved parking area will contain approximately 83 spaces, including ADA accessible spaces, and have vehicular access to Cherry St (West) and Magnolia Ave (North). Additional, off-site parking is currently available on the existing WCU Campus and other nearby facilities owned and controlled by WCU. The Proposed Health Sciences Facility will have pedestrian access to the existing WCU Campus and other nearby facilities by use of the existing pedestrian facilities located along the North and South sides of Tuscan Ave and two dedicated mid-block crosswalks connecting the North side of Tuscan Ave with the campus on the South

site of Tuscan Ave. A modular block retaining wall will be required at the Northeast Corner of the proposed facility and along the property line of the adjacent landowner. The project site will be completed using the appropriate landscaping, as required by the Land Development Code, and complimentary to the existing WCU Campus and neighborhood.

Considerations

Upon examination of the site for the Proposed Health Sciences Facility for WCU, it was determined that the existing Zoning of R-1A was not compatible with the proposed use and development of the Project Site. The requirements for both Zones R-3 & B-3 were studied and considered. While Zone B-3 did offer many advantages to the proposed development, the buffer requirement and the front setback requirement would not work on this site. Zone R-3 offers the most advantages for the proposed development combined with the variance contained herein. Zone R-3 also compliments the existing neighborhood zoning and matches the zoning for the majority of the existing WCU Campus.

Proposed Actions:

The following three actions are requested to maximize use of and for the development of the Project Site for the purpose of the Proposed Health Sciences Facility for WCU. WCU requests that the Project Site be rezoned from R-1A to R-3. WCU also requests the partial closure of the existing undeveloped alley which is required for the grading development of the site. WCU lastly requests a Setback Variance so that the proposed building will fit on the site with minimal impact to the adjacent land owners

Petition to Rezone

Petition the Planning Commission and City Council to change the zone from R-1A to R-3 for the South 50 feet of Lots 1, 2, 3 & 4, all of Lots 5, 6, 7, 8, 9, 10, the South 136 feet of Lots 11 & 12, and all closed portions of the alley, all within Block 19, Burkett's Subdivision. Block bounded by Tuscan Avenue (South), Cherry Street (West), Magnolia Avenue (North) & Cedar Street (East). Affected parcels are all owned by WCU (PPIN 13638, 13639, 13640, 16341, 13642 & 32310)

Justification: Zone R-3 will allow for more relaxed development restrictions, is in keeping with the nature and development of the surrounding neighborhood and will be complimentary to the existing zoning for the majority of the WCU Campus.

Petition to Close Alley

Petition to the Planning Commission and City Council to Close the portion of the Existing Undeveloped Alley between Lots 3, 4, 9 & 10, Block 19, Burkett's Subdivision. Alley is adjacent to WCU owned property on all sides (PPIN 13638, 13639, 13640 & 16341). The

block is bounded by Tuscan Avenue (South), Cherry Street (West), Magnolia Avenue (North) & Cedar Street (East). See Appendix A for parcel description.

Justification: The western third of this same alley has already been closed (Ord No 3227, Bk 1307, Pg 133). WCU will be the only property owner affected and beneficiary of said action. The alley closure will allow for the proper engineering design and construction of the proposed Health Sciences Facility. The existing site has in excess of 10 feet of elevation change between Tuscan Avenue & the alley which presents a grading challenge. The closure of the alley would eliminate the need for a costly retaining wall. This section of the alley is currently not in use and is not developed.

Setback Variance

Petition to the Planning Commission and City Council to allow for a 0 foot building setback on Cherry Street for the proposed Health Sciences Facility instead of the 20 foot setback as required in *Section 6.1 District Dimensional Standards of the LDC (Page59)*.

Justification: The Right of Way width for Cherry Street, as platted, is 80 feet wide. An 80 foot wide Right of Way is generally used for a major, multilane roadway. Cherry Street is a minor roadway by use in this neighborhood. By comparison, Magnolia Avenue, also is a minor roadway, has a 60 foot width Right of Way; and Tuscan Avenue, a major 2 lane roadway in this neighborhood, has a 50 foot width Right of Way. In addition, due to being a corner lot, the 20 foot building setback would be required on all street frontages of the project site. Using the 20 foot setback would require that the proposed building would be need to be placed unnecessarily close to the adjacent landowner and required a rear setback and buffer variance along the common property line with the same landowner. The overly wide Right of Way width and the Corner Lot condition places an undue burden on the land owner, WCU, to properly enjoy the full use of said property.

RECEIVED
DEC 23 2019
BY: CM

PRELIMINARY DESIGN NOTES:

ZONING:
ZONE: R-3
MULTI-FAMILY RESIDENTIAL

FLOOR AREA RATIO: 0.75
MIN FRONT SETBACK: 20 FEET
COMPLIED (TUSCAN, CEDAR & MAGNOLIA)
VARIANCE REQUIRED (CHERRY)

BUFFER: 10 FEET
COMPLIED

MAX FRONT SETBACK: NONE
MIN SIDE SETBACK: 5 FEET
MIN REAR SETBACK: 20 FEET
MAX HEIGHT: 35 FEET
OR 3 STORIES: COMPLIED

MAX IMPERVIOUS AREA: 50%
GREENSPACE: NONE REQUIRED

PRECONSTRUCTION - IMPERVIOUS AREA

*37,707 SQ. FT. IMPERVIOUS AREA = 31% IMPERVIOUS AREA * BASED ON SITE, PRIOR TO DEMOLITION
122,671 SQ. FT. TOTAL AREA

POST CONSTRUCTION - IMPERVIOUS AREA

59,120 SQ. FT. IMPERVIOUS AREA = 49% IMPERVIOUS AREA
1122,671 SQ. FT. TOTAL AREA

DISTURBED AREA = 3.18 ACRES

PARKING:

PER TABLE 7.12:
SCHOOL, UNIVERSITY OR COLLEGE: 1 PER 4 STUDENTS

CLASSROOM: 548 STUDENTS
LAB SPACES: 152 STUDENTS
TOTAL: 700 STUDENTS

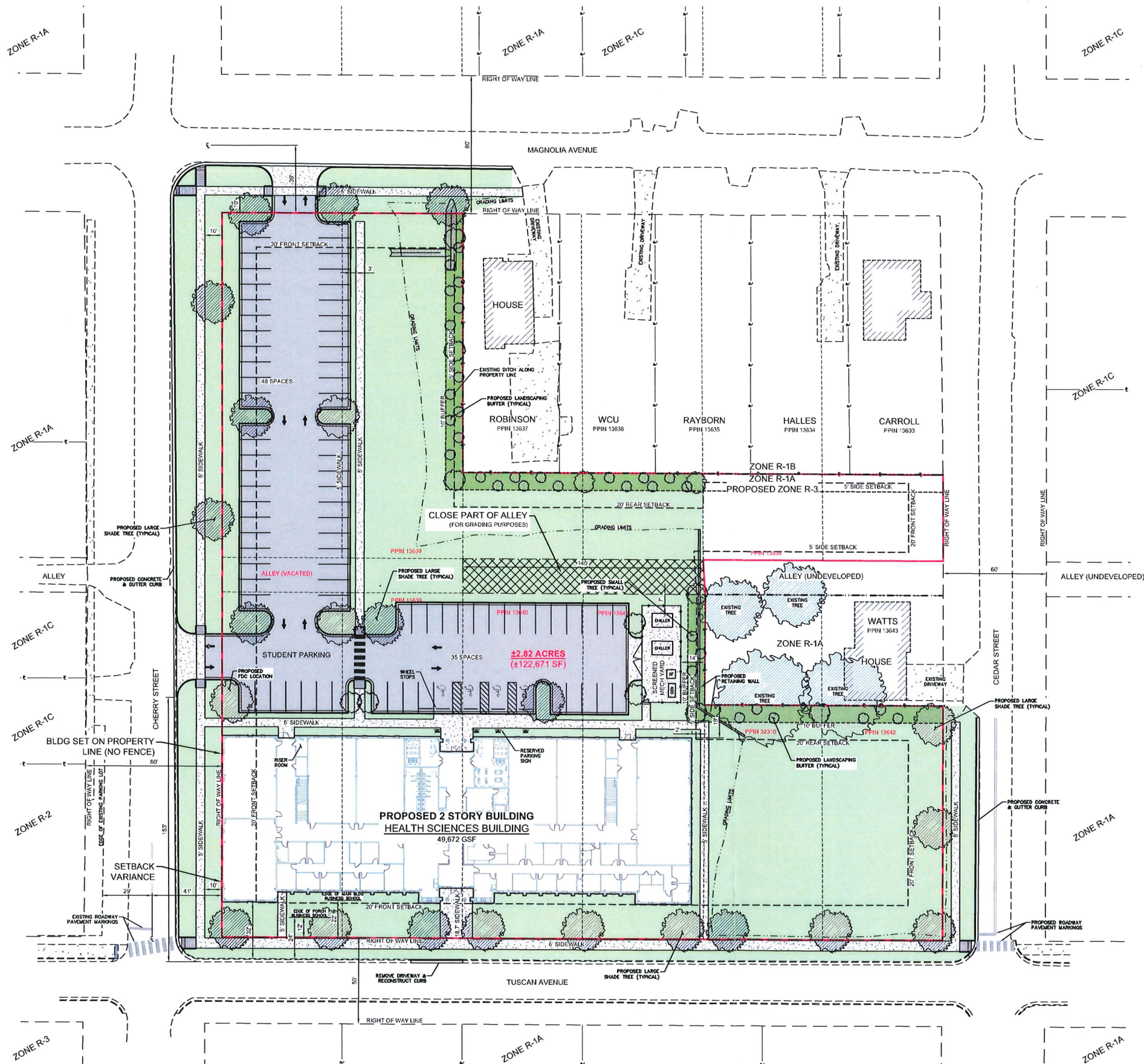
SPACES REQUIRED: 175
SPACES PROVIDED:
ADA: 4
REGULAR: 79
TOTAL: 83

SPECIAL NOTE:

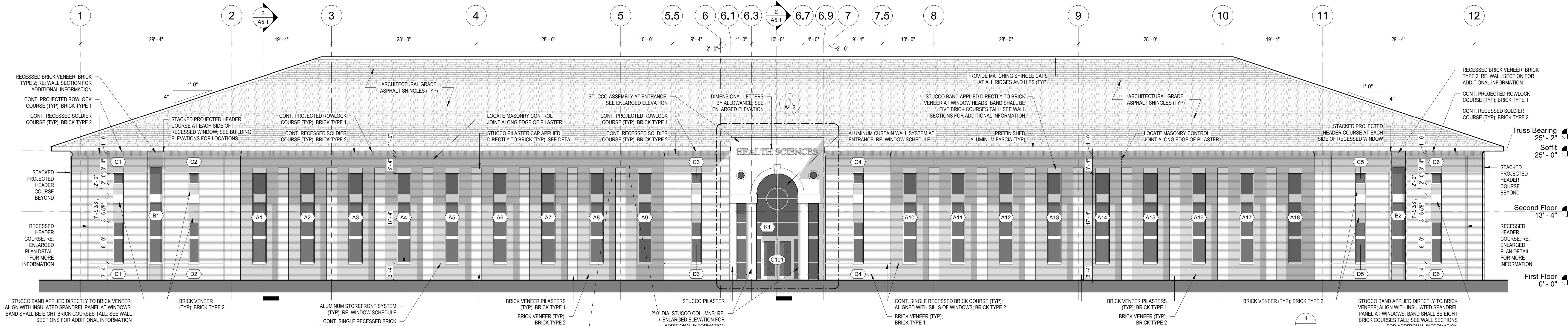
ADDITIONAL PARKING AVAILABLE ON ADJACENT OFF-SITE LOTS. A CERTAIN PERCENTAGE OF STUDENTS LIVE ON CAMPUS WHICH WILL NOT REQUIRE PARKING SPACES ON SITE.

FLOOD NOTE:

THE PARCEL SHOWN HEREON IS LOCATED WITHIN AN AREA HAVING THE FLOOD ZONE DESIGNATION "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE OF FLOODPLAIN, BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 28035C0116D, WITH A DATE OF IDENTIFICATION OF MARCH 02, 2010 FOR COMMUNITY NO. 280053, IN FORREST COUNTY, MISSISSIPPI.

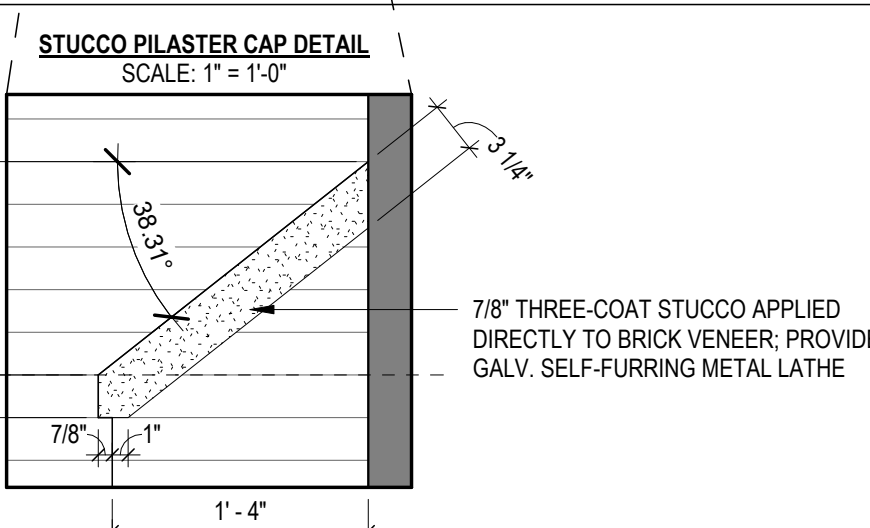


NO.	DATE	DESCRIPTION	BY
SITE PLAN			
WILLIAM CAREY UNIVERSITY CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES		Checked by: SEM	
Date: 12-20-2019		Scale: AS NOTED	
Drawing No.: 16829		Sheet No.: 1 of 1	



1 South Elevation
SCALE: 1/8" = 1'-0"

Symmetry Note
THE BUILDING IS SYMMETRICAL ABOUT THE CENTER OF THE PRIMARY ENTRANCE.



Brick Veneer Note

THE BUILDING ELEVATIONS FEATURE TWO SHAPES OF BRICK VENEER WITH ONLY A SLIGHT SHIFT IN COLOR. THE LOCATIONS OF THESE TYPES ARE INDICATED WITH THE UNSHADED AND SHADED AREAS ON THE ELEVATION DRAWINGS. THE DARKEST SHADINGS ARE ON THE ELEVATION DRAWINGS ARE SHADOWS TO PROVIDE BETTER UNDERSTANDING OF CHANGES IN DEPTH AND DO NOT REPRESENT A CHANGE OF BRICK COLOR. THE TWO BRICK VENEER TYPES ARE AS FOLLOWS:

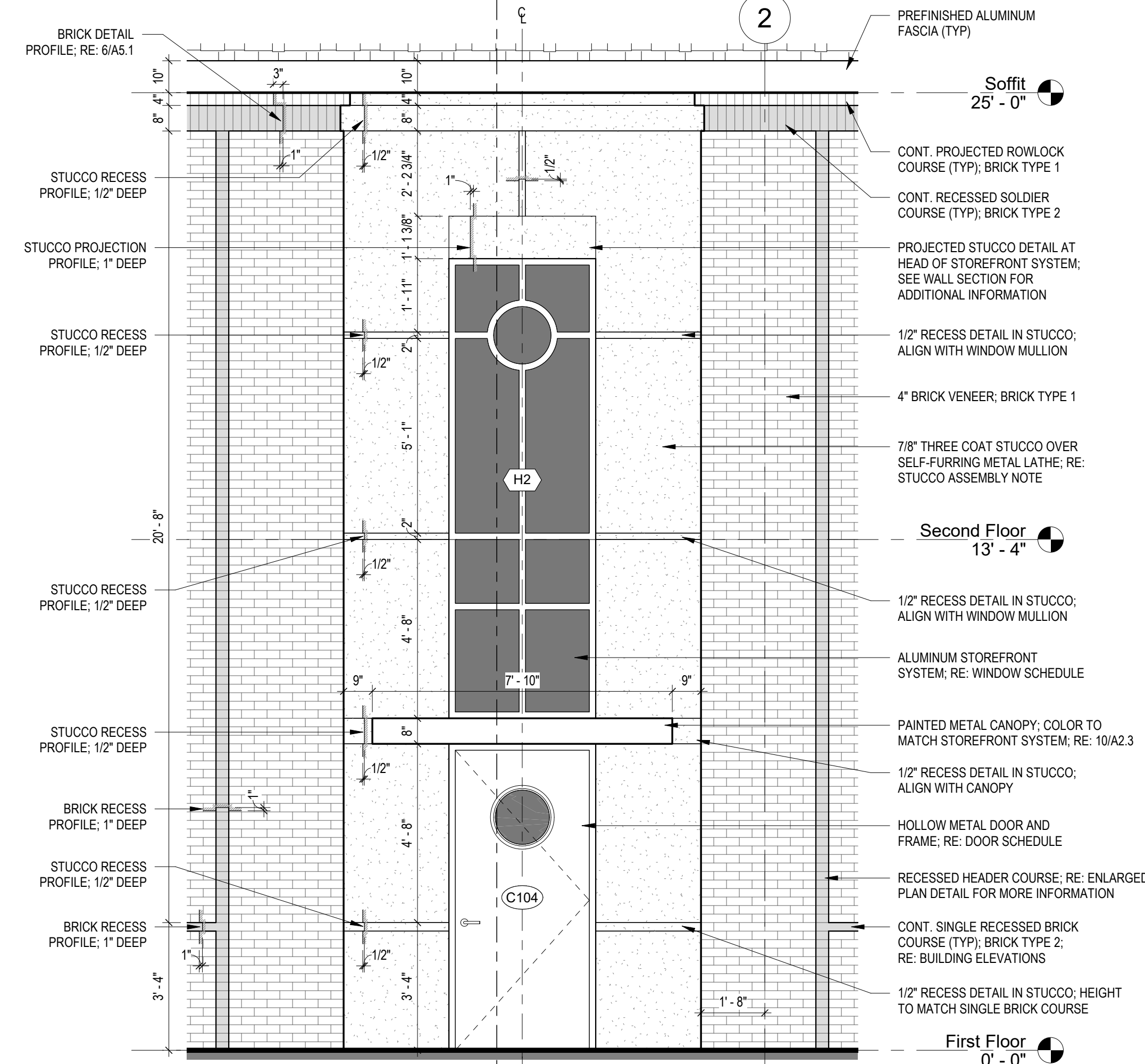
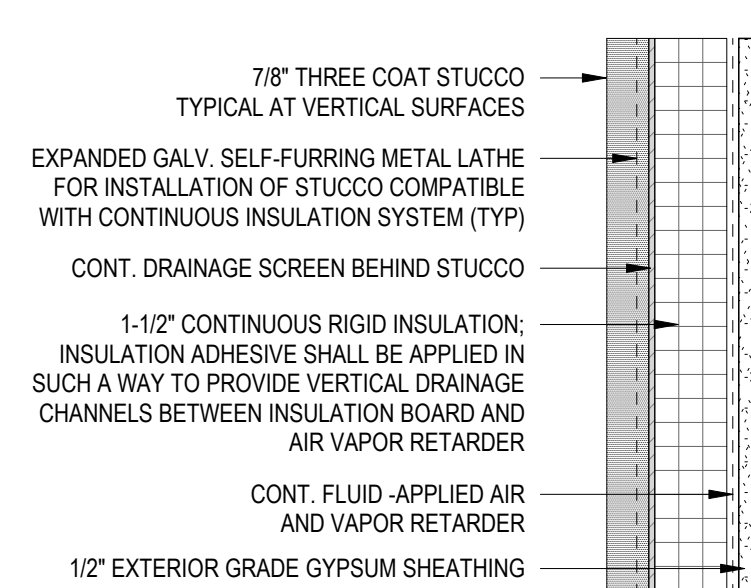
- TYPE 1 (LIGHT) - FIELD COLOR - MS VELOUR RED BY CHEROKEE BRICK AND TILE COMPANY TO MATCH STANDARD WILLIAM CAREY UNIVERSITY BRICK COLOR
- TYPE 2 (DARK) - ACCENT COLOR - MS VELOUR MAROON BY CHEROKEE BRICK AND TILE COMPANY

THE BUILDING ELEVATIONS ALSO FEATURE NUMEROUS RECESSED BRICK DETAILS WITH VARYING COURSE TYPES AS REPRESENTED ON THE ELEVATION DRAWINGS. ALL RECESSED BRICK DETAILS ARE TO BE THE DARKER BRICK COLOR (TYPE 2) UNLESS NOTED OTHERWISE.

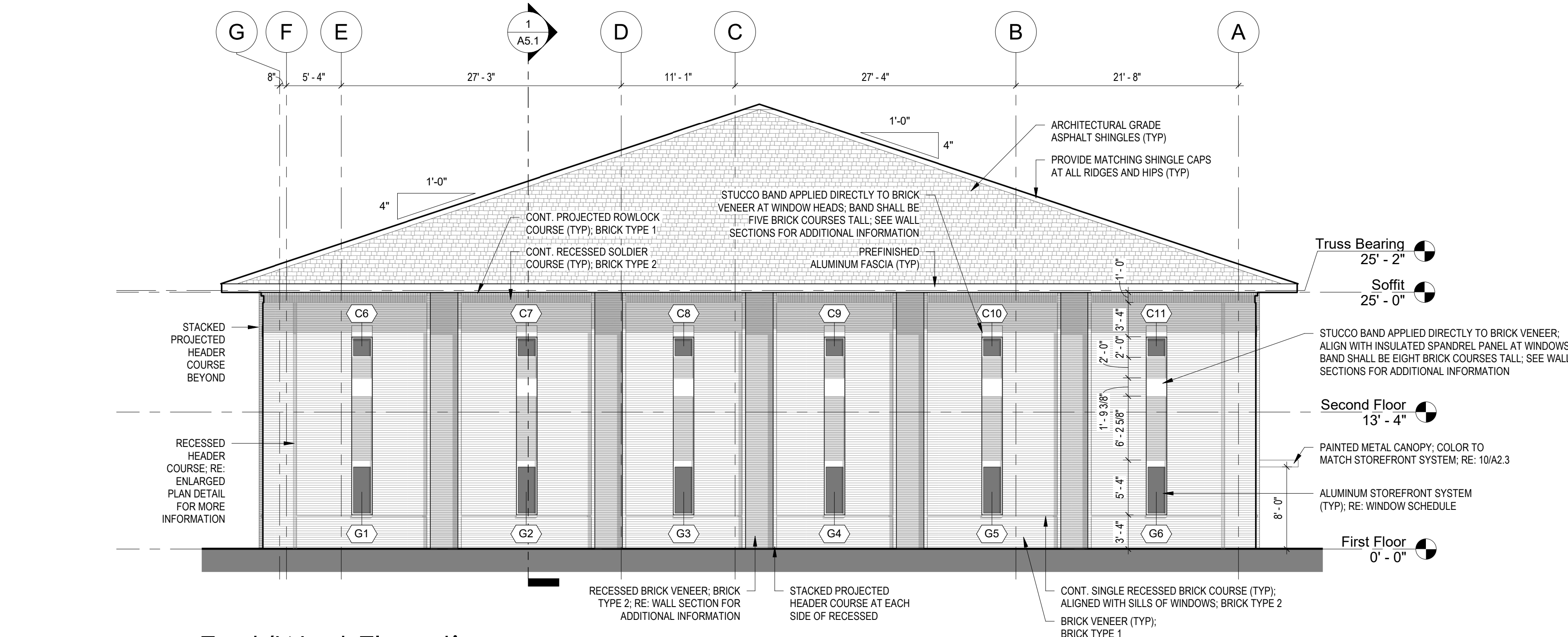
VERTICAL CONTROL JOINTS SHALL BE PROVIDED PER THE SPECIFICATIONS. GENERALLY, ALL JOINTS SHALL BE LOCATED AT INTERIOR CORNERS OR ALONG INTERIOR EDGES OF VERTICAL BRICK RECESSES. THE NORTH AND SOUTH ELEVATIONS REQUIRE TWO CONTROL JOINTS EACH THAT DO NOT FIT EITHER OF THESE CONDITIONS, AND THESE LOCATIONS ARE INDICATED ON THE ELEVATION DRAWINGS.

Stucco Assembly Note

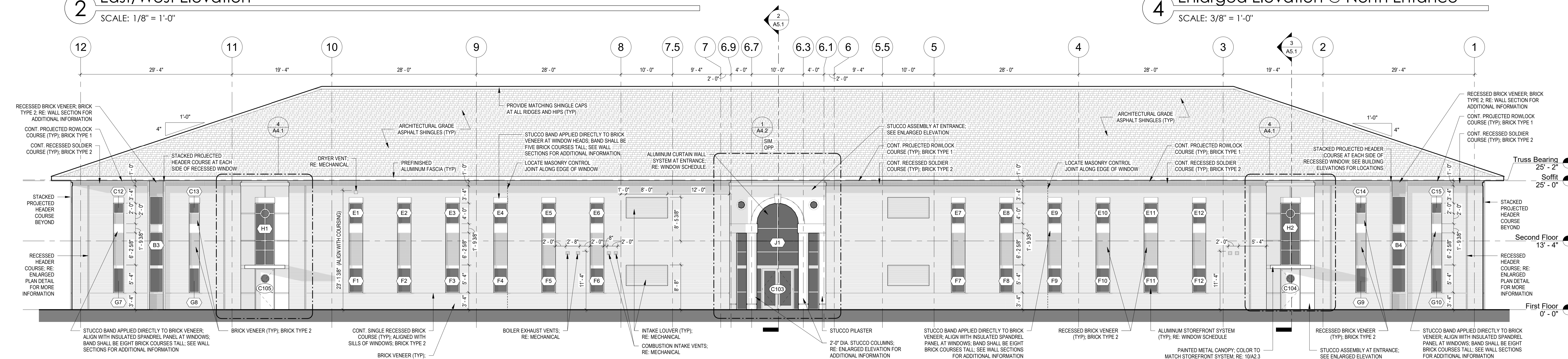
VERTICAL AREAS OF STUCCO SHALL BE ST0 POWERWALL C1 WITH OUTBOUND INSULATION. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION. THE GENERAL ASSEMBLY SHALL BE AS FOLLOWS:



4 Enlarged Elevation @ North Entrance
SCALE: 3/8" = 1'-0"



2 East/West Elevation
SCALE: 1/8" = 1'-0"



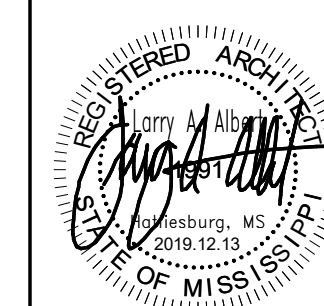
3 North Elevation
SCALE: 1/8" = 1'-0"

ISSUANCE SCHEDULE	
Date	Description
2019.09.13	SD Submittal
2019.11.01	DD Submittal
2019.12.13	BD Documents

Drawn By: CP
Checked By: LAC.PP

AR PN #19-016

BID DOCUMENTS



A4.1
BUILDING
ELEVATIONS





WILLIAM CAREY
UNIVERSITY



ALBERT &
ROBINSON
ARCHITECTS

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____
OF THE
CITY OF HATTIESBURG, MISSISSIPPI
AN ORDINANCE CHANGING AND AMENDING THE
COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE
LAND DEVELOPMENT CODE ORDINANCE NO. 3209, AS AMENDED,
OF THE CITY OF HATTIESBURG, MISSISSIPPI
FOR A CERTAIN PROPERTY LOCATED ALONG TUSCAN AVENUE AND 1304
MAGNOLIA AVENUE (PARCEL 2-038H-15-114.00, PPIN 32310; PARCEL 2-038H-15-
113.00, PPIN13642; PARCEL 2-038H-15-094.00, PPIN 13638; PARCEL 2-038G-15-149.00,
PPIN 13639; PARCEL 2-038G-15-212.00, PPIN13640; PARCEL 2-038H-15-115.00, PPIN
13641, WARD 2) FROM SECTION 4.5.3, R-1A (SINGLE-FAMILY RESIDENTIAL)
DISTRICT TO SECTION 4.5.7, R-3 (MULTI-FAMILY RESIDENTIAL) DISTRICT.
BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI:

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 3209, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to Approve said change in zoning for the following reasons:

The character of the neighborhood has changed substantially so that rezoning is clearly justified [Specifically, William Carey University has grown substantially], and there is a public need for the rezoning [Specifically, a need for more R-3 zoning to allow for the use of "university"].

Said properties are described as follows:

All of Lot Nine (9) and the West six feet (6') of Lot Ten (10), Block Nineteen (19) of BURKETT 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, and more particularly described as follows, to-wit:

Beginning at the Southwest corner of Lot 9, Block 19, of said Burkett Subdivision, and run thence North 200 feet to the South boundary of a 20 feet alley, thence run East along said alley

76 feet, thence South 200 feet to the North boundary of Tuscan Avenue, thence West along the North boundary of Tuscan Avenue 76 feet to the Point of Beginning, together with all improvements thereon and appurtenances thereunto belonging.

AND ALSO:

The West 42 Feet of the North 150 Feet of Lot 3 and the East 14 Feet of the North 150 Feet of Lot 4, Block 19 of the Burkett Subdivision of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof in file in the office of the Chancery Clerk of Forrest County, Mississippi, also known as Municipal Number 607 Magnolia Avenue, Hattiesburg, Mississippi, together with all improvements therein, goods and furnishings contained therein, and appurtenances thereunto belonging.

AND ALSO:

The South 136 feet of the East 10 feet of Lot 11 and the South 136 feet of Lot 12, all in Block 19 of the Burkett's Subdivision or Addition to the City of Hattiesburg, Forrest County, Mississippi. The property bears a street address of 600 Tuscan Avenue, Hattiesburg, MS 39401.

AND ALSO:

The East 64 feet of Lot 10 (10), Block Nineteen (19) of the Burkett 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.

AND ALSO:

The West 60 Feet of the South 136 Feet of Lot 11, Block 19 of the BURKETT'S SUBDIVISION in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

AND ALSO:

The South 50 feet of Lots 1, 2, 3, and 4, and all of Lots 5, 6, 7 and 8 in Block 19 of the Burkett Subdivision to the City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, together with the improvements thereon and appurtenances thereunto belonging.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Land Development Code Ordinance No. 3209, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

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

YEAS:

NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the _____ day of _____ A.D., 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor,
this the_____ day of_____ A.D., 2020.

ATTEST:

CITY CLERK

APPROVED:

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Andrew Ellard, Director

Date: Tuesday, February 18, 2020

Re: Adopt an Ordinance for the petition filed by Adam Caracci, Applicant, and Quality Restaurant Concepts, LLC, Owner, to change the zoning classification for the northern portion of the certain property located at 3703 Hardy Street (Ward 1) from Section 4.5.9, B-2 (Neighborhood Business) District to Section 4.5.10, B-3 (Commercial Business) District. The Planning Commission recommended to Approve on February 05, 2020.
File Number: 2020-99
Minute Book #

Summary

Adopt an Ordinance to rezone a portion of 3703 Hardy Street B-2 to B-3, W1

Recommendation Statement

Adopt an Ordinance to rezone a portion of 3703 Hardy Street to B-3

Please place this on the February 18, 2020 City Council meeting for consideration.

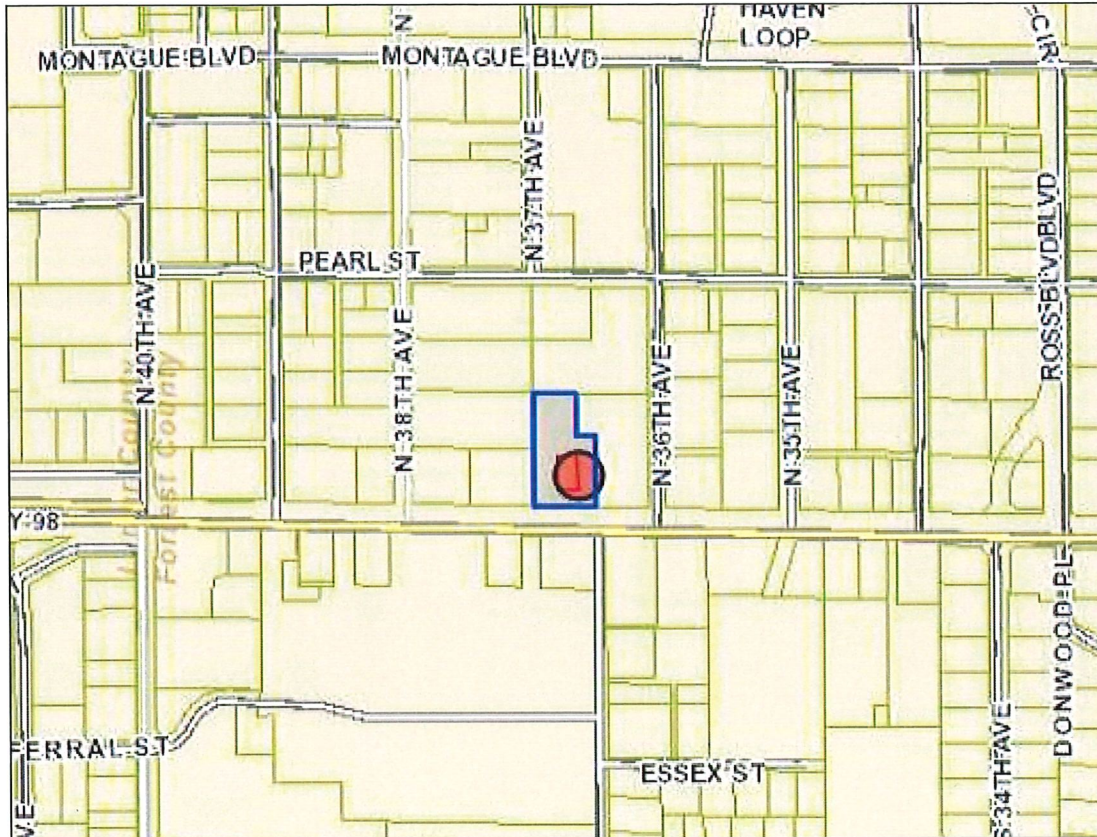
SUBJECT PARCEL: 3703 Hardy Street

Adam Caracci, Applicant, and Quality Restaurant Concepts, LLC, Owner

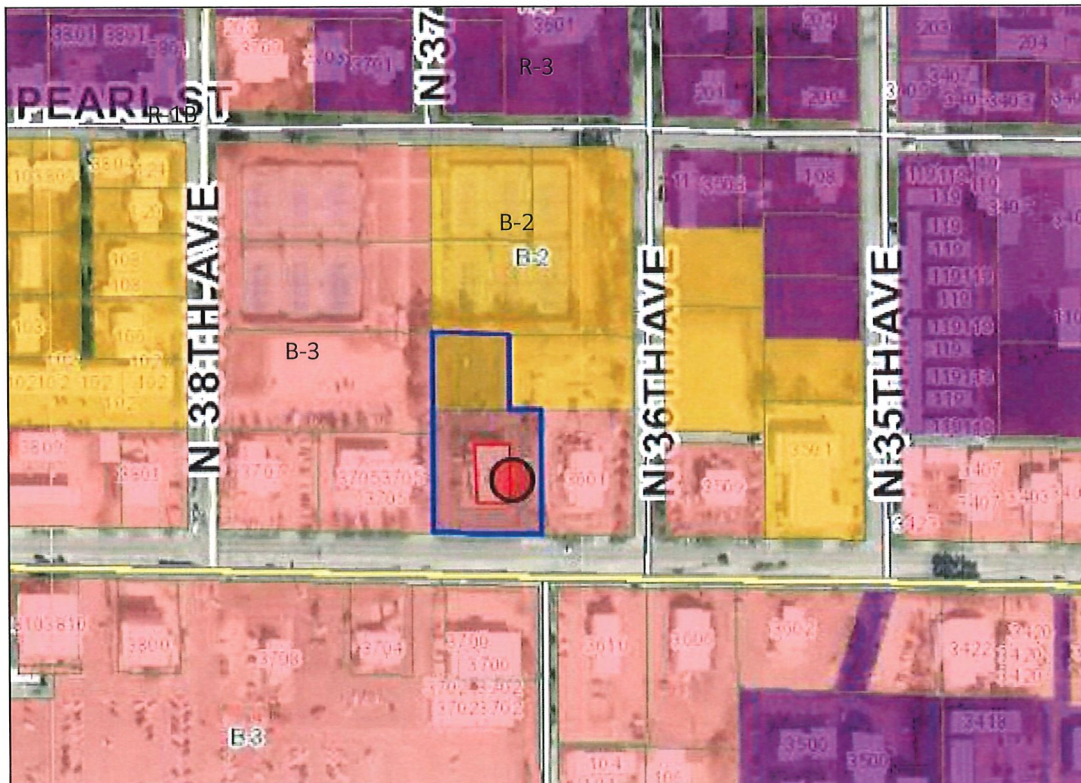
The petitioners request to change the zoning classification for the northern portion of the certain property located at 3703 Hardy Street (Parcel 2-028L-07-162.00, PPIN 23222, Ward 3) from Section 4.5.9, B-2 (Neighborhood Business) District to Section 4.5.10, B-3 (Commercial Business) District



Vicinity Map—Ward 3



Zoning—B-2 (northern portion)



Site Aerial



SURROUNDING AREA

Northern Direction: B-2
(Neighborhood Business) District/
Tennis Courts



Southern Direction: B-3 (Community
Business) District/ Medical Clinic



Eastern Direction: B-3 (Community
Business) District/ Restaurant



Western Direction: B-3
(Community Business) District/
Restaurants



**Planning Commission
Case Fact Sheet**

Petitioners:	Adam Caracci, Applicant, Quality Restaurant Concepts, LLC, Owner		
Address of Property:	Tax Parcel	PPIN:	Ward:
3703 Hardy Street	2-028L-07-162.00	23222	1

Request: **Zoning Change**

Purpose of Request: To change the zoning classification for the northern portion of the certain property located at 3703 Hardy Street (Parcel 2-028L-07-162.00, PPIN 23222, Ward 1) from Section 4.5.9, B-2 (Neighborhood Business) District to Section 4.5.10, B-3 (Commercial Business) District.

Applicant Summary: See Attached

Applicable Regulations:

SECTION 4 Zoning Districts Established

4.5.9 Neighborhood Business District: The purpose of the B-2 District is to provide for retail and personal service uses in locations convenient to residential neighborhoods consistent with comprehensive planning policies. This district is consistent with the Neighborhood Business District in the Comprehensive Plan.

4.5.10 Community Business District: The purpose of the B-3 District is to provide for retail, personal service, and offices in locations with convenient access to the community consistent with comprehensive planning policies. This district is consistent with the Community Business District in the Comprehensive Plan.

Present Zoning: These parcel is currently split-zoned B-2 (Neighborhood Business) and B-3 (Community Business).

Present Use: Restaurant

Future Land Use: Community Business

**Surrounding Zoning
and Land Use:**

North: B-2 (Neighborhood Business) / Tennis Courts
South: B-3 (Community Business) District/ Medical Clinic
East: B-3 (Community Business) District/ Restaurant
West: B-3 (Community Business) District/ Restaurants

**Most Nearly
Bounded By (streets):**

The parcel is accessible by Hardy Street to the south. It is bounded by Hardy Street to the south, Pearl Street to the north, North 36th Avenue to the east, and North 38th Avenue to the west.

**Letters or
Concerns stated:**

The Planning Division Office has not received any letters relative to this case as of January 23, 2020.

History / Background:

The applicant met with Staff in Pre-Application to review a proposed drive-thru restaurant (new construction) on the site. The property is currently split-zoned B-2/B-3, with the northern portion of the site zoned B-2. While the B-3 zoning allows for the use "Restaurant with drive-thru" with conditions, the B-2 zoning does not permit this use. The entire parcel must be zoned B-3 to redevelop this site as the use of "Restaurant with drive-thru" as proposed.

Basis for Approval:

1. The character of the neighborhood (**has / has not**) changed substantially so that rezoning is clearly justified and there (**is / is not**) a public need for the rezoning
2. There is a mistake in the original zoning.
3. Annexation

Rezoning Information (1 page)

One of the following conditions must be met before a rezoning can be recommended.
Check the condition(s) most applicable to your request and explain in writing.

- ☒ (A) There is a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan.
- ☐ B. There is a mistake in the original zoning.
- ☐ C. Annexation

Detailed explanation of condition(s) most applicable to your request: (Please print or type.)

The tract of land is current split between B-2 and B-3 zoning, and operating as a restaurant without drive thru service. The tract of land has been assembled from vacations of alleys and purchase of smaller residential lots. This is what led to the zoning being split across the tract. It is beneficial for the public to revise the zoning of the tract to be the same for the entire property. The surrounding properties are also zoned B-3. The tract is now under one single ownership and the developer wishes to rezone the existing north portion of the tract that is zoned B-2 to B-3 to allow for a restaurant with drive thru service. The comprehensive plan for the City shows this area's future land use as part of the "community business corridor" along Hardy Street located between I-59 and US 49. The intended use of the property, restaurant with drive thru, is consistent with this desired use. The new restaurant will have enhanced landscaping and upgraded building materials.



13455 Noel Road, Two Galleria Office Tower
Suite 700
Dallas, Texas 75201
972-770-1300
State of Texas Registration No. F-928



P2 ELEVATIONS



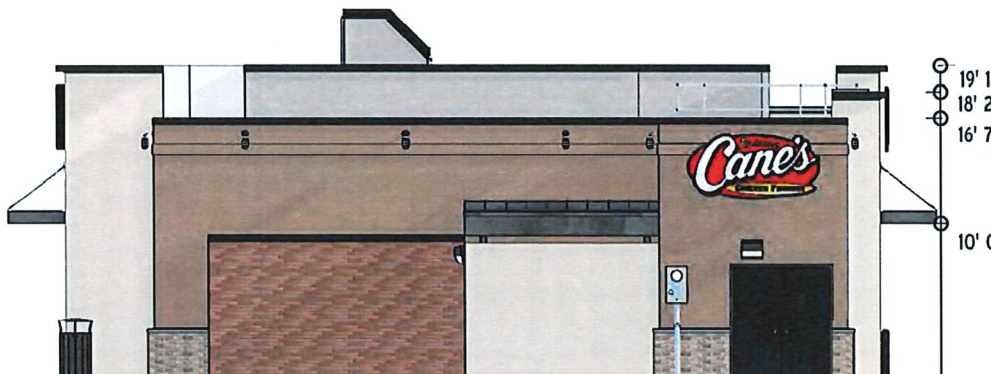
FRONT ENTRY ELEVATION
SCALE: 1" = 12'-0"



DRIVE THRU ELEVATION
SCALE: 1" = 12'-0"



SIDE ENTRY ELEVATION
SCALE: 1" = 12'-0"



REAR ELEVATION
SCALE: 1" = 12'-0"

MATERIAL FINISHES

EM-3



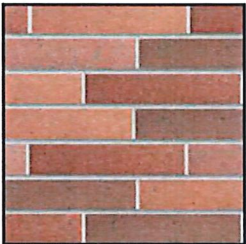
CARBON GRADE FINISH: HOT ROLLED STEEL W/ CARBON GRADE FINISH - W/ CLEAR, MATTE POWDER COAT FINISH

EM-4



RECLAIMED METAL PANEL: VINTAGE CAR HOOD OCCURS AT FACE OF THE "I" ELEMENT ONLY

EW-1



BELDEN NORMAN BRICK MASONRY MEDIUM RANGE, SMOOTH, IRON SPOT. MORTAR TO MATCH SOLOMON PRODUCTS IO H, WEATHERED HORIZONTAL STRIKE. VERTICAL JOINTS ARE FLUSH

EW-2



"382 TAMALE" PORTLAND CEMENT STUCCO.

EW-4



BORAL: "ALAMO" MODULAR BRICK, MORTAR TO MATCH SOLOMON PRODUCTS IO H, LIGHT BUFF SACK RUB FINISH.

EW-5



"132 MOUNTAIN FOG" PORTLAND CEMENT STUCCO

EW-6



"456 OYSTER SHELL" CEMENT STUCCO

EWS-2



ALUMINUM STOREFRONT SYSTEM FINISH: ANODIZED BLACK

RECEIVED
FEB 05 2020
BY: *Com*

11/11/2019



RECEIVED
FEB 05 2020
BY: *Cm*

Place: Jackie Dole Sherrill Community Center (Dining Room)

Time: 1:00 p.m.

HATTIESBURG PLANNING COMMISSION

AGENDA

February 5, 2020

I. Business Meeting

1. Review and approval of February meeting's agenda
2. Review and approval of the minutes of the January meeting
3. Building Report
4. Planning Report
5. Chair's Report
6. Introductions

II. Public Hearing

1. Presentation of Petitions for Public Hearing.
 - A. A petition has been filed by Adam Caracci, Applicant, and Quality Restaurant Concepts, LLC, Owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for the northern portion of the certain property located at 3703 Hardy Street (Parcel 2-028L-07-162.00, PPIN 23222, Ward 1) from Section 4.5.9, B-2 (Neighborhood Business) District to Section 4.5.10, B-3 (Commercial Business) District.
 - a. Discussion
 - b. Planning Commission Vote on Item A
 - B. A petition has been filed by Bob Blevins, Representative, and William Carey University, Owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for certain properties located along Tuscan Avenue and 1304 Magnolia Avenue (Parcel 2-038H-15-114.00, PPIN 32310; Parcel 2-038H-15-113.00, PPIN13642; Parcel 2-038H-15-094.00, PPIN 13638; Parcel 2-038G-15-149.00, PPIN 13639; Parcel 2-038G-15-212.00, PPIN13640; Parcel 2-038H-15-115.00, PPIN 13641, Ward 2) from Section 4.5.3, R-1A (Single-Family Residential) District to Section 4.5.7, R-3 (Multi-Family Residential) District.
 - a. Discussion
 - b. Planning Commission Vote on Item B
 - C. A petition has been filed by Bob Blevins, Representative, and William Carey University, Owner, as required in the Land Development Code, Ord. No. 3209, to close and vacate a portion of the alley, which is located north of Tuscan Avenue between Cedar Street and Cherry Street (Parcel 2-038H-15-094.00, PPIN 13638; Parcel 2-038G-15-149.00, PPIN 13639; Parcel 2-038G-15-212.00, PPIN 13640; Parcel 2-038H-15-115.00, PPIN 13641, Ward 2).
 - a. Discussion
 - b. Planning Commission Vote on Item C

III. Adjournment

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____
OF THE
CITY OF HATTIESBURG, MISSISSIPPI
AN ORDINANCE CHANGING AND AMENDING THE
COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE
LAND DEVELOPMENT CODE ORDINANCE NO. 3209, AS AMENDED,
OF THE CITY OF HATTIESBURG, MISSISSIPPI
FOR THE NORTHERN PORTION OF A CERTAIN PROPERTY LOCATED AT 3703
HARDY STREET (PARCEL 2-028L-07-162.00, PPIN 23222, WARD 1) FROM SECTION
4.5.9, B-2 (NEIGHBORHOOD BUSINESS) DISTRICT TO SECTION 4.5.10, B-3
(COMMERCIAL BUSINESS) DISTRICT.

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 3209, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to Approve said change in zoning for the following reasons:

The character of the neighborhood has changed substantially so that rezoning is clearly justified, and there is a public need for the rezoning.

Said properties are described as follows:

PART OF BLOCK 25 AND PART OF VACATED NORTH 37th AVENUE LOCATED IN PINE CREST SECOND SURVEY, HATTIESBURG, FORREST COUNTY, MISSISSIPPI, ACCORDING TO THE MAP OR PLAT THEREOF WHICH IS ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF FORREST COUNTY, MISSISSIPPI, IN PLAT BOOK 5 AT PAGE 19 THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A FOUND CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF LOT 6 OF SAID BLOCK 25 AND RUN N 89°45'40" W ALONG THE NORTH RIGHT-OF-WAY LINE OF HARDY STREET (A PUBLIC STREET), (80 FEET RIGHT-OF-WAY), FOR A DISTANCE OF 25.33 FEET (ACTUAL), (25 FEET, RECORD) TO THE CENTERLINE OF VACATED NORTH 37th AVENUE; THENCE N 00°12'36" W ALONG THE SAID CENTERLINE OF VACATED NORTH 37th AVENUE FOR 320.58

FEET TO A SET IRON PIN; THENCE S 89°32'28" E FOR 25.33 FEET (ACTUAL), 25.00 (FEET RECORD) TO AN "X" MARK ON TOP OF CURB AT THE NORTHWEST CORNER OF LOT 9 OF SAID BLOCK 25; THENCE CONTINUE S 89°32'28" E ALONG THE NORTH LINE OF SAID LOT 9, FOR 100.68 FEET TO AN "X" MARK ON TOP OF CURB; THENCE S 00°12'36" E FOR 119.55 FEET TO A POINT; THENCE S 89°32'28" E FOR 49 FEET TO A POINT; THENCE S 00°12'36" E FOR 200 FEET TO AN "X" MARK IN CONCRETE PAVEMENT IN THE NORTH RIGHT-OF-WAY LINE OF HARDY STREET (A PUBLIC STREET) (80 FEET RIGHT-OF-WAY); THENCE N 89°53'49" W ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF HARDY STREET AND ALONG THE SOUTH LINE OF LOTS 4,5, AND 6 OF BLOCK 25 OF SAID PINE CREST SECOND SURVEY FOR 149.67 FEET TO THE POINT OF BEGINNING; SAID PROPERTY CONTAINING 50,158 SQUARE FEET OR 1.15 ACRES, MORE OR LESS.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Land Development Code Ordinance No. 3209, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

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

YEAS:

NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the _____ day of _____ A.D., 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the _____ day of _____ A.D., 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, February 18, 2020

Re: Approve the Mississippi Department of Archives and History (MDAH) Community Heritage Preservation Grant Memorandum of Agreement 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. Authorize reimbursement of Hattiesburg Public School District, pursuant to Mississippi Code Ann. 37-171-1 and authorize the Mayor to execute in duplicate.
File Number: 2020-92
Minute Book #

Summary

MDAH Community Heritage Preservation Grant - Woodley Elementary Renovations

Recommendation Statement

I recommend approval and authorization for Mayor to execute in duplicate the Mississippi Department of Archives and History (MDAH) Community Heritage Preservation Grant Memorandum of Agreement 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. I also recommend the authorization to reimburse HPSP pursuant to the Shared Use Agreement between the City of Hattiesburg and HPSP.

Please place this on the February 18, 2020 City Council meeting for consideration.

Mississippi Community Heritage Preservation Grant Program – Round 13

Senate Bill 3065, *Laws of Mississippi, 2019*

Grantee Name: City of Hattiesburg

Project Number: CHPG#2019-010

Project Name: F.B. Woodley Elementary Renovations

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made this the 18th day of February, 2020, by the City of Hattiesburg, hereinafter referred to as the Grantee, and the State of Mississippi, acting through the Department of Archives and History, hereinafter referred to as MDAH

This agreement relates to the F B Woodley Elementary Renovations project, which has a \$102,400 grant from the Mississippi Community Heritage Preservation Grant Program established under Senate Bill 3065, *Laws of Mississippi, 2019*, and administered through MDAH

In consideration of the aforementioned grant, the Grantee hereby agrees to the following

1. AWARD AMOUNT

The award amount for this project shall not exceed \$102,400

2. SCOPE OF WORK

The scope involves structural stabilization, exterior painting, and A/E fees

3. PROJECT PERIOD

The project period began December 2, 2019, and all work shall be **completed** prior to December 1, 2022

Extensions will not be given to late or incomplete projects.

4. MATCHING FUNDS

The Grantee agrees to provide at least \$26,400 in cash matching funds

5. CONTRACTS

Paid work conducted in relation to this project shall require a contract between the Grantee and the contracting firm or individual, **which shall be submitted to MDAH for approval prior to execution.** In executing contracts, the Grantee shall comply with state law pertaining to bidding and purchasing procedures. A copy of this information may be downloaded from <http://www.dfa.state.ms.us/Purchasing/PurchasingGuidelinesQuickReference.pdf> or requested from MDAH

Contracts shall include elements providing for a sound and complete procurement document. In addition, the Grantee shall insure that contracts awarded contain suitable provisions for termination by the Grantee, including the manner by which termination will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which it may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

The Grantee shall retain the possibility of reprinting any publication produced with this grant program by including in all contracts a requirement that the contractor waive any claim to a copyright. This waiver includes all work products regardless of physical format – including but not limited to photographs, software, source code, research, draft and finished written works, published materials, and drawings – produced by the individual or company within the scope of their contract with the Grantee.

Plans and specifications for this grant project shall be approved by the Permit Committee of the MDAH Board of Trustees prior to the Grantee advertising for bids for the work.

6. GRANT PAYMENTS

The Grantee must be prepared to cover all project costs prior to receiving reimbursement. Payments will be made to the Grantee on a reimbursable basis upon the successful completion of the project, or at the

successful completion of pre-established phases. If the Grantee plans to submit reimbursement requests before the project is completed, approval must be secured from MDAH before work begins.

Requests for payment shall be submitted on forms provided by MDAH and must be accompanied by copies of invoices documenting the project costs that have been incurred. Requests for grant payments, as well as the accompanying invoices and supporting documentation (e.g., cancelled checks, certificates of payment) shall be reviewed and forwarded by MDAH to the Department of Finance and Administration for the issuance of a state warrant to cover the grant payment. MDAH will mail the warrant to the Grantee.

7. ALLOWABLE COSTS

Allowable costs are those costs documented to the satisfaction of MDAH that conform to the approved project budget and that

- a. meet requirements for the program,
- b. are necessary and reasonable to the completion of project work,
- c. have been incurred for project work during the grant period.

8. PERSONNEL SELECTION

Project personnel shall have qualifications appropriate to major work elements of the project. Consultants, pre-planners, architects, engineers, exhibit contracting firms, historic preservation specialists, or other professionals employed by the Grantee must be approved by MDAH. Project personnel shall be expected to work closely with the Grantee and MDAH in developing plans and specifications. For projects that total \$75,000 or more, a project professional will be required.

9. PROFESSIONAL SUPERVISION

The staff of MDAH will maintain contact with the project director and project personnel as needed and will provide technical assistance as required for the successful completion of project work.

10. PHOTOGRAPHIC DOCUMENTATION

The Grantee shall take **color digital images** sufficient to document the pre-construction condition of the project and submit to MDAH copies of the images in jpeg format on CD-ROM along with one set of prints for permanent preservation. Photographic guidelines will be provided by MDAH.

11. REPORTS

Progress reports are to be submitted to MDAH quarterly, according to the following schedule:

- | | |
|---|---|
| • Progress Report due April 10, 2020 | for the period December 2, 2019 to March 31, 2020 |
| • Progress Report due July 10, 2020 | for the period April 1, 2020 to June 30, 2020 |
| • Progress Report due October 9, 2020 | for the period July 1, 2020 to September 30, 2020 |
| • Progress Report due January 8, 2021 | for the period October 1, 2020 to December 31, 2020 |
| • Progress Report due April 9, 2021 | for the period January 1, 2021 to March 31, 2021 |
| • Progress Report due July 9, 2021 | for the period April 1, 2021 to June 30, 2021 |
| • Progress Report due October 8, 2021 | for the period July 1, 2021 to September 30, 2021 |
| • Progress Report due January 7, 2022 | for the period October 1, 2021 to December 31, 2021 |
| • Progress Report due April 8, 2022 | for the period January 1, 2022 to March 31, 2022 |
| • Progress Report due July 8, 2022 | for the period April 1, 2022 to June 30, 2022 |
| • Progress Report due October 7, 2022 | for the period July 1, 2022 to September 30, 2022 |
| • Completion Report due December 1, 2022 or 60 days after completion , whichever comes first | |

The Grantee shall contact MDAH immediately if any situation should arise that will affect the timely or successful completion of this project and/or the submission of the required reports.

12. BENCHMARKS

The Grantee shall follow the benchmarks set by MDAH in Procedures Manual. These are pre-established dates of goals to be accomplished by the Grantee in order to keep the project on schedule and not risk in having the grant canceled prematurely. If the Grantee suspects a benchmark will not be met, then it is his or her

responsibility to contact MDAH to assess the problem. If it is determined that the project will not finish on or before the deadline, then MDAH may choose to cancel it.

13. ACKNOWLEDGEMENT OF STATE ASSISTANCE

State grant assistance shall be acknowledged by an on-site project sign and in any public announcements, news releases, articles, publications, audio-visual materials, and pertinent presentations the Grantee produces or initiates. The acknowledgement shall state that the project has been funded with the assistance of a grant from the State of Mississippi, through the Mississippi Department of Archives and History, under provisions of the Mississippi Community Heritage Preservation Grant Program, Senate Bill 3065, *Laws of Mississippi, 2019*. **A photograph of the installed sign shall be provided to MDAH.**

14. GENERAL PROVISIONS

The property receiving grant assistance must be designated a Mississippi Landmark under provisions of the State Antiquities Law (Section 39-7-1, et seq. of the *Code of Mississippi 1972 Annotated*, as amended). Plans and specifications for any work on this project shall be developed in accordance with The Secretary of the Interior's *Standards for the Treatment of Historic Properties*. **The approved work may not be altered without prior approval from MDAH.**

The Grantee agrees that MDAH, its agents and designees, shall have the right to inspect the property at all reasonable times in order to ascertain whether or not the conditions of this agreement are being observed.

The State of Mississippi shall not disburse funds for any project or activity related to this project unless planned work has been accomplished within the scope of the grant or contractual agreement summarized above and work was done in accordance with the terms and conditions of the applicable Senate Bill 3065 Community Heritage Preservation Grant. In circumstances where funds are disbursed for ineligible activities, the State of Mississippi shall take steps to recover these funds.

15. RECORD ACCESS AND RETENTION

Maintenance of Records The Grantee shall establish and maintain financial records, supporting documentation, and any other such records that may be necessary to reflect the performance of obligations under this agreement.

Fiscal Requirements and Audit The Grantee shall establish such fiscal control and accounting procedures, including internal control procedures, as may be necessary to assure the proper disbursement of and accounting for funds paid under this agreement. The Grantee shall keep, maintain, and present to MDAH, as required, necessary and proper invoices, vouchers, receipts, quotes, bids, etc. to support expenditures of funds. Records shall be sufficient to allow MDAH to audit and monitor the Grantee's operations.

Record Retention/Access to Records Representatives of MDAH or any State agency authorized to audit MDAH shall have the right of access to any books, documents, papers, or other records of the Grantee that pertain to the performance of the obligations under this agreement in order to audit or examine said records. These records shall be retained for at least seven (7) years from the date of the completion of the terms of this agreement.

If the Grantee is audited in accordance with generally accepted auditing standards, the Grantee shall only be required to maintain said records for three (3) years after the completion and release of the audit.

However, if any litigation or other legal proceeding, by or on behalf of the State or any other party has begun and is not complete at the end of the aforementioned retention period, or if audit findings, exceptions, litigation, or other legal proceedings have not been resolved at the end of the aforementioned retention period, all records shall be retained until such time as such proceedings are resolved.

16. PRESERVATION AND MAINTENANCE COVENANT

The Grantee agrees to submit to MDAH a notarized covenant agreeing to continued preservation and maintenance of the building for a period of twenty-five (25) years from the grant award date. If the building is abandoned or not maintained to the expiration of the twenty-five (25) year period, MDAH may take steps to

recover the grant award in part or in full The Grantee will be responsible for having the covenant recorded in the county land records

17. CYCLICAL MAINTENANCE

The Grantee agrees to develop and implement an annual building inspection, a cyclical maintenance task list, and a continuously updated maintenance log The Grantee shall submit the maintenance log to MDAH with each progress report for the duration of the project After the project is complete, the Grantee shall submit the maintenance log to MDAH by December 31 of each year for twenty-five (25) years If the building is abandoned or not maintained prior to the expiration of the twenty-five (25) year period, MDAH may take steps to recover the grant award in part or in full

18. PROJECT COMPLETION MATERIALS

The Grantee agrees to submit final completion materials, which include color digital images per MDAH guidelines as well as a summary narrative of the completed project, within sixty days of project completion

19. TERMINATION OF AGREEMENT

This agreement may be terminated short of conclusion due to one of the following situations

- a Termination for Cause – MDAH may terminate the aforementioned grant, in whole or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the terms and conditions of the grant MDAH will promptly notify the Grantee in writing of the termination and the reasons for the termination, together with the effective date Payments made to Grantees or recoveries by MDAH under grants terminated for cause will be in accordance with the legal rights and liabilities of the parties
- b Termination for Convenience – MDAH or the Grantee may terminate grant projects in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated
- c Termination by Grantee – The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant, although MDAH must be notified in writing After initiation, the project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and MDAH Requests for termination prior to completion must fully explain the reasons for the action

THIS AGREEMENT becomes effective upon signature of the parties below

BY

Katie Blount
Director
Department of Archives and History

Date

BY

Toby Barker
Mayor
City of Hattiesburg

2/18/2020

Date

mm Book 2019-201
Council 8-20-2019

SHARED USE AGREEMENT BETWEEN
THE HATTIESBURG PUBLIC SCHOOL DISTRICT
AND THE CITY OF HATTIESBURG, MISSISSIPPI

WHEREAS, pursuant to Miss Code Ann. § 37-171-1, et seq., authorizes and encourages school districts to enter into shared use agreements with community organizations and local government agencies for use of school facilities for recreation or other purpose of importance to the community; and

WHEREAS, the Act expressly authorizes local government entities to enter into shared use agreements with school districts, and/or to expend public funds and/or to use public labor and/or equipment and/or commodities in furtherance of the purpose of such agreements; and

WHEREAS, The Hattiesburg Public School District ("District") owns certain school property that could be used by the City of Hattiesburg, Mississippi ("City") for the purpose set out in the Act; and

WHEREAS, such school property should be used to increase and maximize recreational opportunities for the community; and

THEREFORE, the District and the City hereby agree to the following, to-wit:

1. DEFINITIONS

- a. Recreation-means any indoor or outdoor game or activity, either organized or unorganized, undertaken for exercise, relations, diversion, sport or pleasure.
- b. School Property-means all indoor or outdoor structures, facilities and land, whether owned, rented or leased by the school or school district.
- c. Sport-means an activity requiring physical exertion and skill and which, by its nature and organization, is competitive and generally accepted as being as sport.

2. PURPOSE

- a. The purpose of this shared use agreement ("Agreement") is to make school property available to community members during non-school hours for recreational activities in order to support active living, reduce obesity, reduce health care costs associated with obesity, increase community safety, maximize community resources, and promote community resources and promote community support for schools.
- b. The City intends to expend public funds and/or to use public labor and/or equipment and/or commodities in furtherance of the purpose of this agreement.

3. DURATION

- a. The duration of this agreement shall be for the fiscal year of 2020 through 2021, unless terminated sooner.

4. TERMS OF USE

- a. The school property subject to this agreement is as follows:
 - i. San Antonio Track and Field
 - ii. Rowan School, Gymnasium, Track and Field
 - iii. Hawkins School and Playground
 - iv. East Ninth Street Ball Park
 - v. Smokie Harrington Baseball Park
 - vi. DI Patrick Stadium
 - vii. Watkins Gymnasium
 - viii. Thames School, Gymnasium, Walking Trail, and Playground

- ix. Lillie Burney School and Playground
 - x. N.R. Burger Middle School and Field
 - xi. Mary Bethune School and Playground
 - xii. Grace Christian School and Playground
 - xiii. Central School Park and Walking Trail
 - xiv. Woodley School and Playground
 - xv. Any and all other school property as agreed upon by and between the parties.
- b. The school property described herein may be used by the City as follows:
 - i. Recreational purposes only during hours of the day the public schools are not actually in session or otherwise being used by the District.
 - c. School property shall be available for use by the City during non-school hours only. Under no circumstances will the City's use of such property interfere with the use of property for school activities.
5. ADMINISTRATION
- a. The provisions of this agreement will be administered for the District by its Superintendent, or his/her designee, and for the City by its Mayor, or his/her designee. No separate legal or administrative entity shall be created by this agreement.
6. LIMITATION OF LIABILITY
- a. District and district employees may not be held liable for any claim resulting from a loss or injury arising from the use of indoor or outdoor school property or facilities made available for public recreation or sport pursuant to this agreement. However, this limitation of liability is subject to the provisions of the Act and the Mississippi Tort Claims Act. Nothing in this agreement shall be deemed to create or increase the liability of any person.
7. AMENDMENT
- a. The provisions of this agreement may be amended only by the written consent of both parties. Any amendment shall be executed and approved in the same manner as this agreement.
8. ASSIGNMENT
- a. The rights and obligations conferred upon the District and the City pursuant to this agreement shall not be assignable or transferrable.
9. TERMINATION
- a. Either party may terminate this agreement by giving notice, in writing, to the other party as least three (3) days prior to the date of termination
10. MISCELLANEOUS PROVISIONS
- a. The governing bodies of both the District and the City have each approved this agreement in accordance with controlling law.
 - b. The agreement shall in no way affect title and ownership to any real or personal property involved.
 - c. If any provision of this agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining provisions of the agreement shall not be affected.
 - d. This agreement is authorized per the Act, and is not subject to the provisions of the Interlocal Cooperation Act of 1974; Miss. Code Ann. §17-13-1, et seq.

11. ENTIRE AGREEMENT

- a. The agreement set forth herein constitutes the entire agreement by and between the District and the City.

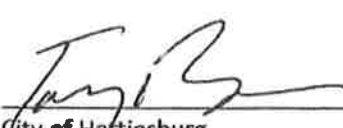
APPROVED AND EXECUTED in duplicate originals on the dates indicated.



Hattiesburg Public School District,
Superintendent

9/25/19

Date



City of Hattiesburg
Mayor

8/20/19

Date



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, February 18, 2020

Re: Adopt a Resolution setting Public Hearing on Monday, March 16, 2020 at 4:00 p.m. in the City Council Chambers 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.
File Number: 2020-94
Minute Book #

Summary

Unsafe Properties

Recommendation Statement

I recommend the setting of a Public Hearing on Monday, March 16, 2020, to consider the state of the listed attached properties to determine if these 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.

Please place this on the February 18, 2020 City Council meeting for consideration.

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

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

RESOLUTION

WHEREAS, complaint has been made to the City of Hattiesburg, Mississippi, that the following properties to wit:

	<u>Address</u>	<u>PPIN #</u>	<u>Ward</u>	<u>Violations</u>
1.	1400 Penton St	13681	5	AB, DB, OGL
2.	725 Atlanta St	25648	2	DB, VS, ID, DS
3.	108 Independence Ave	18007	5	AB, DB, OGL, GAR/R
4.	123 E. Florence St.	21319	5	OGL
5.	217 W. 7th Street	20015	2	GAR/RUB, US
6.	131 W 8th Street	25977	2	TS, ER, CER, UC, VS/L
7.	121 Taylor Ave	10535	5	AB, DB, OGL
8.	45 South Hills Dr.	27746	5	AB, DB, GAR/RUB, OGL
9.	6563 Hwy 49	27502	1	DS, GAR/RUB, VS/L
10.	250 Dauphine St	20897	4	VS/L, US, DS
11.	312 Dixie Dr.	14783	4	GAR/RUB, VS/L, ES
12.	1504 ½ Main St.	31877	2	VS, DS, OGL, US, GAR/RUB
13.	1013 Edwards St.	13016	2	DS, US, DB, GAR/RUB

are in such a state of uncleanliness so as to be a menace to the health and safety of the community;
and

WHEREAS, it is in the public interest that the City Council, on its own motion, hold hearings as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the above properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, that the owners of the above-described properties be notified, as provided by law, of a hearing to be held by the City Council in Council Chambers of City Hall in Hattiesburg, Mississippi, at 4:00 p.m. on Monday, March 16, 2020, to determine whether or not the above-described properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

The above and foregoing Resolution, 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 President thereby declared the motion carried and the resolution adopted, this the 18th day of February, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 18th day of February, A.D., 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



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

MEMORANDUM

TO: Mayor and City Council

FROM: Wiley Quinn, Code Enforcement Manager

DATE: February 10, 2020

RE: Set Public Hearing

The Code Enforcement Division requests that the City Council hold a Public Hearing on Monday, March 16, 2020 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, according to the provisions of MS Code 1972, Section 21-19-11.

	Address	PPIN	Ward	Violations	Proposed Actions	Estimated Cost	Estimated Penalty
1.	1400 Penton St	13681	5	AB,DB, OGL	Cut/Clean	\$ 2500	\$ 1500
2.	725 Atlanta St	25648	2	DB,VS, ID,DS	Demo	\$ 3000	\$ 1500
3.	108 Independence Ave	18007	5	AB,DB, OGL,GA R/R	Cut/Clean, Demo	\$ 2300	\$1500
4.	123 E. Florence St.	21319	5	OGL	Cut/Clean, Board	\$ 1600	\$ 1500
5.	217 W. 7 th Street	20015	2	GAR/RU B, US	Close, Clean, Secure	\$ 2150	\$ 1500
6.	131 W 8 th Street	25977	2	TS,ER,C ER,UC, VS/L	Close, Clean, Secure	\$ 6250	\$ 1500

7.	121 Taylor Ave	10535	5	AB,DB, OGL	Cut/Clean	\$2100	\$1500
8.	45 South Hills Dr.	27746	5	AB,DB, GAR/RU B,OGL	Cut/Clean	\$1650	\$1500
9.	6563 Hwy 49	27502	1	DS,GAR/ RUB,VS/ L	Close, Clean, Secure	\$ 10,000	\$ 1500
10.	250 Dauphine St	20897	4	VS/L,US, DS	Cut, Clean, Secure	\$ 2700	\$ 1500
11.	312 Dixie Dr.	14783	4	GAR/RU B,VS/L,E S	Cut, Clean, Secure	\$ 2300	\$1500
12.	1504 ½ Main St.	31877	2	VS,DS,O GL,US,G AR/RUB	Cut, Clean, Secure, Demo	\$ 1000	\$ 1500
13.	1013 Edwards St.	13016	2	DS, US, DB, GAR/RU B	Demo	\$ 6000	\$ 1500

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



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones

cc:

Date: Tuesday, February 18, 2020

Re: Adopt a Resolution and Order to Condemn property to be acquired from PPIN 19935, Parcel 2-029-10-159.00.
File Number: 2020-108
Minute Book #

Summary

Adopt Resolution and Order to Condemn property to be acquired from PPIN 19935, Parcel 2-029-10-159.00.

Recommendation Statement

I recommend the adoption of the attached resolution.

Please place this on the February 18, 2020 City Council meeting for consideration.

INVOICE**FROM:**

Stan Lightsey, SRA
PO Box 15489
Hattiesburg, MS 39404-5489

Telephone Number: (601) 584-6260

Fax Number:

TO:

Mr. Lamar Rutland
City of Hattiesburg
P O Box 1898
Hattiesburg, MS 39403

E-Mail:

Telephone Number:

Fax Number:

Alternate Number:

Owner-Polk

INVOICE NUMBER

Tennessee Street

DATES

Invoice Date: 08/14/2019

Due Date:

REFERENCE

Internal Order #:

Lender Case #:

Client File #:

FHA/VA Case #:

Main File # on form: Tennessee Street

Other File # on form:

Federal Tax ID: 64-0703142

Employer ID:

DESCRIPTION

Lender:
Purchaser/Borrower:
Property Address: Tennessee Street
City: Hattiesburg
County: Forrest
Legal Description: See attached tax statement

Client: City of Hattiesburg

State: MS Zip: 39401

FEES**AMOUNT**

Land appraisal

450.00

SUBTOTAL

450.00

PAYMENTS**AMOUNT**

Check #: Date: Description:
Check #: Date: Description:
Check #: Date: Description:

SUBTOTAL

TOTAL DUE

\$

450.00

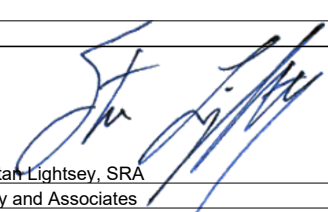
LAND APPRAISAL SUMMARY REPORT

File No.: Tennessee Street

Property Address: Tennessee Street		City: Hattiesburg		State: MS		Zip Code: 39401																																																																																					
County: Forrest		Legal Description: See attached tax statement																																																																																									
SUBJECT	Assessor's Parcel #: 2-029J-10-139.00 (part of)		Tax Year: 2018		R.E. Taxes: \$ 1,985.89		Special Assessments: \$ 0																																																																																				
	Market Area Name: NE Hattiesburg		Map Reference: 25620		Census Tract: 0107.00																																																																																						
	Current Owner of Record: Polk		Borrower (if applicable):																																																																																								
	Project Type (if applicable): ☐ PUD ☐ De Minimis PUD ☐ Other (describe)		HOA: \$ 0		☐ per year ☐ per month																																																																																						
	Are there any existing improvements to the property? ☒ No ☐ Yes		If Yes, indicate current occupancy:		☐ Owner ☐ Tenant ☐ Vacant ☐ Not habitable																																																																																						
If Yes, give a brief description: N/A																																																																																											
ASSIGNMENT	The purpose of this appraisal is to develop an opinion of: ☒ Market Value (as defined), or ☐ other type of value (describe)																																																																																										
	This report reflects the following value (if not Current, see comments): ☒ Current (the Inspection Date is the Effective Date)		☐ Retrospective		☐ Prospective																																																																																						
	Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Leased Fee ☐ Other (describe)																																																																																										
	Intended Use: Valuation for possible purchase																																																																																										
	Intended User(s) (by name or type): City of Hattiesburg																																																																																										
MARKET AREA DESCRIPTION	Client: City of Hattiesburg		Address: P O Box 1898, Hattiesburg, MS 39403																																																																																								
	Appraiser: Stan Lightsey, SRA		Address: PO Box 15489, Hattiesburg, MS 39404-5489																																																																																								
	Characteristics		Predominant Occupancy		One-Unit Housing		Present Land Use		Change in Land Use																																																																																		
	Location: ☒ Urban ☐ Suburban ☐ Rural		☒ Owner		PRICE AGE \$(000) (yrs)		One-Unit 35 %		☒ Not Likely																																																																																		
	Built up: ☒ Over 75% ☐ 25-75% ☐ Under 25%		☐ Tenant		15 Low 20		2-4 Unit 10 %		☐ Likely * ☐ In Process *																																																																																		
Growth rate: ☐ Rapid ☒ Stable ☐ Slow		☒ Vacant (0-5%)		175 High 110		Multi-Unit 5 %		* To:																																																																																			
Property values: ☐ Increasing ☒ Stable ☐ Declining		☐ Vacant (>5%)		75 Pred 75		Comm'l 40 %																																																																																					
Demand/supply: ☐ Shortage ☒ In Balance ☐ Over Supply						Vacant 10 %																																																																																					
Marketing time: ☐ Under 3 Mos. ☒ 3-6 Mos. ☐ Over 6 Mos.																																																																																											
Factors Affecting Marketability																																																																																											
Item		Good	Average	Fair	Poor	N/A	Item	Good	Average	Fair	Poor	N/A																																																																															
Employment Stability		☐	☒	☐	☐	☐	Adequacy of Utilities	☐	☒	☐	☐	☐																																																																															
Convenience to Employment		☐	☒	☐	☐	☐	Property Compatibility	☐	☒	☐	☐	☐																																																																															
Convenience to Shopping		☐	☒	☐	☐	☐	Protection from Detrimental Conditions	☐	☒	☐	☐	☐																																																																															
Convenience to Schools		☐	☒	☐	☐	☐	Police and Fire Protection	☐	☒	☐	☐	☐																																																																															
Adequacy of Public Transportation		☐	☒	☐	☐	☐	General Appearance of Properties	☐	☒	☐	☐	☐																																																																															
Recreational Facilities		☐	☒	☐	☐	☐	Appeal to Market	☐	☒	☐	☐	☐																																																																															
Market Area Comments: The subject is located just southeast of the Central Business District of Hattiesburg. The area contains a variety of commercial and residential uses. Not all properties in the area appear to be receiving normal maintenance, though there has been somewhat of a revitalization of the area area in recent years and this appears to be ongoing.																																																																																											
SITE DESCRIPTION	Dimensions: See attached plat		Site Area: 21,780 Sq.Ft.																																																																																								
	Zoning Classification: B-3		Description: Community Business District																																																																																								
	Do present improvements comply with existing zoning requirements? ☐ Yes ☐ No ☒ No Improvements																																																																																										
	Uses allowed under current zoning: This zoning classification allows for a variety of commercial, business, and retail uses.																																																																																										
Are CC&Rs applicable? ☐ Yes ☒ No ☐ Unknown Have the documents been reviewed? ☐ Yes ☐ No Ground Rent (if applicable) \$ /																																																																																											
Comments:																																																																																											
Highest & Best Use as improved: ☐ Present use, or ☐ Other use (explain) N/A																																																																																											
Actual Use as of Effective Date: Vacant site Use as appraised in this report: Vacant site																																																																																											
Summary of Highest & Best Use: Based on the four tests of Highest and Best Use, which are: 1)physically possible, 2)legally permissible, 3)financially feasible, and 4)maximally productive, the Highest and Best Use of the subject site is estimated to be for commercial use as part of an adjacent site.																																																																																											
<table><tr><td>Utilities</td><td>Public</td><td>Other</td><td>Provider/Description</td><td>Off-site Improvements</td><td>Type</td><td>Public</td><td>Private</td><td>Frontage</td><td>Tennessee Street</td></tr><tr><td>Electricity</td><td>☒</td><td>☐</td><td>MS Power</td><td>Street</td><td>City street</td><td>☒</td><td>☐</td><td>Topography</td><td>Gentle slope</td></tr><tr><td>Gas</td><td>☒</td><td>☐</td><td>Spire Energy</td><td>Width</td><td>50 feet</td><td></td><td></td><td>Size</td><td>21,780 sf</td></tr><tr><td>Water</td><td>☒</td><td>☐</td><td>City</td><td>Surface</td><td>Asphalt</td><td></td><td></td><td>Shape</td><td>Irregular</td></tr><tr><td>Sanitary Sewer</td><td>☒</td><td>☐</td><td>City</td><td>Curb/Gutter</td><td>Concrete</td><td>☒</td><td>☐</td><td>Drainage</td><td>Appears adequate</td></tr><tr><td>Storm Sewer</td><td>☒</td><td>☐</td><td>City</td><td>Sidewalk</td><td>Concrete</td><td>☒</td><td>☐</td><td>View</td><td>City street</td></tr><tr><td>Telephone</td><td>☒</td><td>☐</td><td>Area providers</td><td>Street Lights</td><td>Electric</td><td>☒</td><td>☐</td><td></td><td></td></tr><tr><td>Multimedia</td><td>☒</td><td>☐</td><td>Area providers</td><td>Alley</td><td>None</td><td>☐</td><td>☐</td><td></td><td></td></tr></table>												Utilities	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Frontage	Tennessee Street	Electricity	☒	☐	MS Power	Street	City street	☒	☐	Topography	Gentle slope	Gas	☒	☐	Spire Energy	Width	50 feet			Size	21,780 sf	Water	☒	☐	City	Surface	Asphalt			Shape	Irregular	Sanitary Sewer	☒	☐	City	Curb/Gutter	Concrete	☒	☐	Drainage	Appears adequate	Storm Sewer	☒	☐	City	Sidewalk	Concrete	☒	☐	View	City street	Telephone	☒	☐	Area providers	Street Lights	Electric	☒	☐			Multimedia	☒	☐	Area providers	Alley	None	☐	☐		
Utilities	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Frontage	Tennessee Street																																																																																		
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Multimedia	☒	☐	Area providers	Alley	None	☐	☐																																																																																				
Other site elements: ☒ Inside Lot ☐ Corner Lot ☐ Cul de Sac ☐ Underground Utilities ☐ Other (describe)																																																																																											
FEMA Spec'l Flood Hazard Area ☒ Yes ☐ No FEMA Flood Zone AE FEMA Map # 28035C0108D FEMA Map Date 3/2/2010																																																																																											
Site Comments: Site appears to have access from dead end section of Tennessee Street east of McLeod Street. Parcel being appraised is the northeasterly portion of the site, designated with the star on the attached plat map. It appears that approximately 7,000 square feet of the site is actually in Gordon's Creek, based on tax assessor's map. This reduces the actual usable portion of the site to approximately 14,780 square feet.																																																																																											

LAND APPRAISAL SUMMARY REPORT

File No.: Tennessee Street

My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.										
Data Source(s): Tax Assessor/MLS										
TRANSFER HISTORY	1st Prior Subject Sale/Transfer		Analysis of sale/transfer history and/or any current agreement of sale/listing: Subject is not known to be currently under contract nor formally listed for sale.							
	Date:									
	Price:									
	Source(s):									
	2nd Prior Subject Sale/Transfer									
	Date:									
Price:										
Source(s):										
SALES COMPARISON APPROACH	FEATURE		SUBJECT PROPERTY		COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
	Address		Tennessee Street Hattiesburg, MS 39401		305 Mobile St Hattiesburg, MS 39401		221 Market St Hattiesburg, MS 39401		702 W 7th St Hattiesburg, MS 39401	
	Proximity to Subject				0.42 miles NE		0.41 miles NE		1.19 miles NW	
	Sale Price		\$		\$ 22,000		\$ 30,000		\$ 30,000	
	Price/ Sq.Ft.		\$		\$ 0.60		\$ 1.21		\$ 0.68	
	Data Source(s)		Tax Assessor		MLS # 74993		MLS # 107722		MLS # 76418	
	Verification Source(s)		Inspection		Assist 2 Sell		Berkshire Hathaway		J E Smith Realty	
	VALUE ADJUSTMENT		DESCRIPTION		DESCRIPTION		DESCRIPTION		DESCRIPTION	
	Sales or Financing				Cash		Cash		Cash	
	Concessions				Seller paid \$0		Seller paid \$0		Seller paid \$0	
	Date of Sale/Time				12/04/2008		08/31/2017		04/29/2009	
	Rights Appraised		Fee Simple		Fee Simple		Fee Simple		Fee Simple	
	Location		Urban		Urban		Urban		Urban	
	Site Area (in Sq.Ft.)		21,780		36,475		24,829		43,907	
	Topography		Gentle slope		Gentle slope		Gentle slope		Gentle slope	
	Zoning		B-3		B-5		B-5		B-2	
	Flood Zone		Yes		Yes		Yes		No	
	Easements		None noted		None noted		None noted		None noted	
	Improvements		No value		None		None		None	
	Net Adjustment (Total, in \$)				+ - \$		+ - \$		+ - \$	
	Net Adjustment (Total, in \$ / Sq.Ft.)				\$ 0.6		\$ 1.21		\$ 0.68	
	Adjusted Sale Price (in \$ / Sq.Ft.)				\$ 0.6		\$ 1.21		\$ 0.68	
	Summary of Sales Comparison Approach: Sales indicate an unadjusted range of value from \$.60 to \$1.21 per square foot. Sale 2 is considered to be the most similar and relevant to the subject's valuation due to location and time. Sales 1 and 3 are given less reliability due to time. Based on this data, the value opinion of the subject property is \$1.20 per square foot for the usable portion of the site. 14,780 sf @ \$1.20 = \$17,736, rounded to \$17,700.00. As the subject area has been virtually fully developed for many years, there are very few vacant sites available for sale in the subject market segment.									
	PROJECT INFORMATION FOR PUDs (if applicable) ☐ The Subject is part of a Planned Unit Development.									
	Legal Name of Project:									
Describe common elements and recreational facilities:										
Indicated Value by: Sales Comparison Approach \$ 17,700										
Final Reconciliation: As the subject is vacant land, only the Sales comparison Approach to value was considered to be relevant in the valuation process.										
This appraisal is made ☐ "as is", or ☒ subject to the following conditions: It is assumed that the subject has public access from Tennessee Street.										
☐ This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.										
Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ 17,700, as of: 08/13/2019, which is the effective date of this appraisal.										
If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.										
A true and complete copy of this report contains 13 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits:										
☒ Limiting cond./Certifications ☐ Narrative Addendum ☒ Location Map(s) ☒ Flood Addendum ☐ Additional Sales										
☒ Photo Addenda ☒ Parcel Map ☐ Hypothetical Conditions ☒ Extraordinary Assumptions ☒ USPAP ID										
Client Contact: _____ Client Name: City of Hattiesburg										
E-Mail: _____ Address: P O Box 1898, Hattiesburg, MS 39403										
APPRAISER:  SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)										
Appraiser Name: Stan Lightsey, SRA Supervisory or Co-Appraiser Name:										
Company: Lightsey and Associates Company:										
Phone: (601) 584-6260 Fax:										
E-Mail: slights@bellsouth.net										
Date of Report (Signature): 08/14/2019 Date of Report (Signature):										
License or Certification #: RA-16 State: MS License or Certification #: State:										
Designation: SRA Designation:										
Expiration Date of License or Certification: 03/31/2021 Expiration Date of License or Certification:										
Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect (Desktop) Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect										
Date of Inspection: 08/13/2019 Date of Inspection:										

Assumptions, Limiting Conditions & Scope of Work

File No.: Tennessee Street

Property Address:	Tennessee Street	City:	Hattiesburg	State:	MS	Zip Code:	39401
Client:	City of Hattiesburg	Address:	P O Box 1898, Hattiesburg, MS 39403				
Appraiser:	Stan Lightsey, SRA	Address:	PO Box 15489, Hattiesburg, MS 39404-5489				

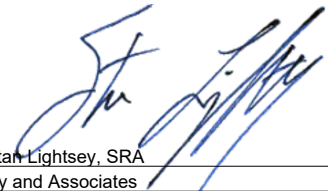
STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a plat and/or parcel map in the appraisal report to assist the reader in visualizing the lot size, shape, and/or orientation. The appraiser has not made a survey of the subject property.
- If so indicated, 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 the appraisal report whether 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.
- 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.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, 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 normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any 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, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database. Possession of this report or any copy thereof does not carry with it the right of publication.
- Forecasts of effective demand for the highest and best use or the best fitting and most appropriate use were based on the best available data concerning the market and are subject to conditions of economic uncertainty about the future.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

Certifications & Definitions

Property Address: Tennessee Street		City: Hattiesburg	File No.: Tennessee Street
Client: City of Hattiesburg		Address: P O Box 1898, Hattiesburg, MS 39403	State: MS Zip Code: 39401
Appraiser: Stan Lightsey, SRA		Address: PO Box 15489, Hattiesburg, MS 39404-5489	
APPRAISER'S CERTIFICATION I certify that, to the best of my knowledge and belief: - The statements of fact contained in this report are true and correct. - The credibility of this report, for the stated use by the stated user(s), of 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. - 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. - Unless otherwise indicated, I have performed no 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 no bias with respect to the property that is the subject of this report or to 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. - I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, 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. - 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.			
Additional Certifications:			
DEFINITION OF MARKET VALUE *: Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: 1. Buyer and seller are typically motivated; 2. Both parties are well informed or well advised and acting in what they consider their own best interests; 3. A reasonable time is allowed for exposure in the open market; 4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and 5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. * This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.			
Client Contact: _____		Client Name: City of Hattiesburg	
E-Mail: _____		Address: P O Box 1898, Hattiesburg, MS 39403	
APPRAISER		SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)	
			
Appraiser Name: Stan Lightsey, SRA		Supervisory or Co-Appraiser Name: _____	
Company: Lightsey and Associates		Company: _____	
Phone: (601) 584-6260		Phone: _____ Fax: _____	
E-Mail: slights@bellsouth.net		E-Mail: _____	
Date Report Signed: 08/14/2019		Date Report Signed: _____	
License or Certification #: RA-16		License or Certification #: _____	
State: MS		State: _____	
Designation: SRA		Designation: _____	
Expiration Date of License or Certification: 03/31/2021		Expiration Date of License or Certification: _____	
Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect (Desktop)		Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect	
Date of Inspection: 08/13/2019		Date of Inspection: _____	

SIGNATURES

USPAP ADDENDUM

File No. Tennessee Street

Borrower	
Property Address	<u>Tennessee Street</u>
City	<u>Hattiesburg</u>
County	<u>Forrest</u>
State	<u>MS</u>
Zip Code	<u>39401</u>
Lender	

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: 180-270 days for based on MLS data

Additional Certifications

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

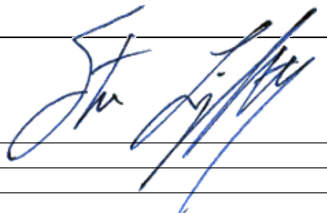
☒ I have NOT performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

☐ 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

APPRAISER:

Signature: 

Name: Stan Lightsey, SRA

Date Signed: 08/14/2019

State Certification #: RA-16

or State License #: _____

State: MS

Expiration Date of Certification or License: 03/31/2021

Effective Date of Appraisal: 08/13/2019

SUPERVISORY APPRAISER: (only if required)

Signature: _____

Name: _____

Date Signed: _____

State Certification #: _____

or State License #: _____

State: _____

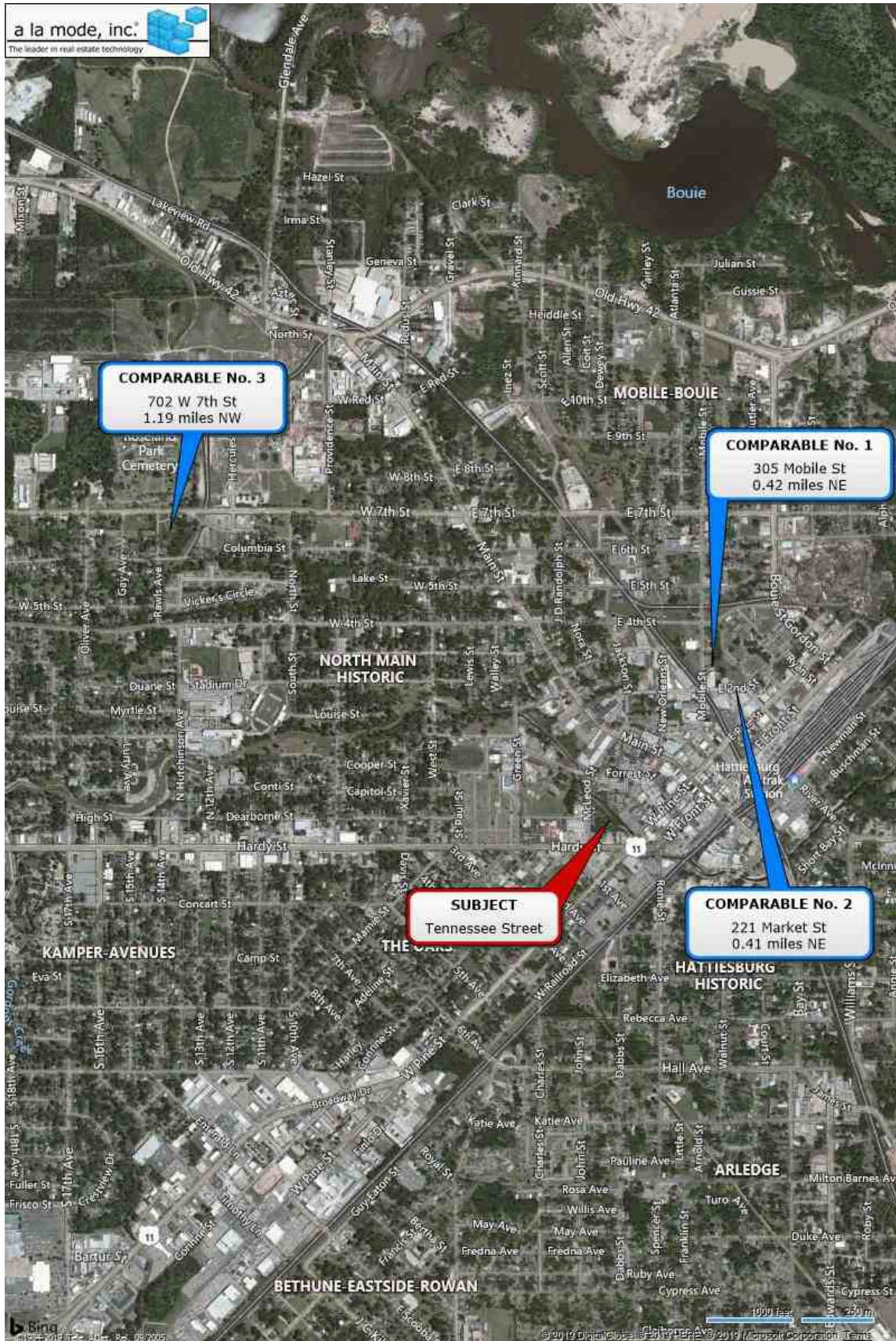
Expiration Date of Certification or License: _____

Supervisory Appraiser Inspection of Subject Property:

☐ Did Not ☐ Exterior-only from Street ☐ Interior and Exterior

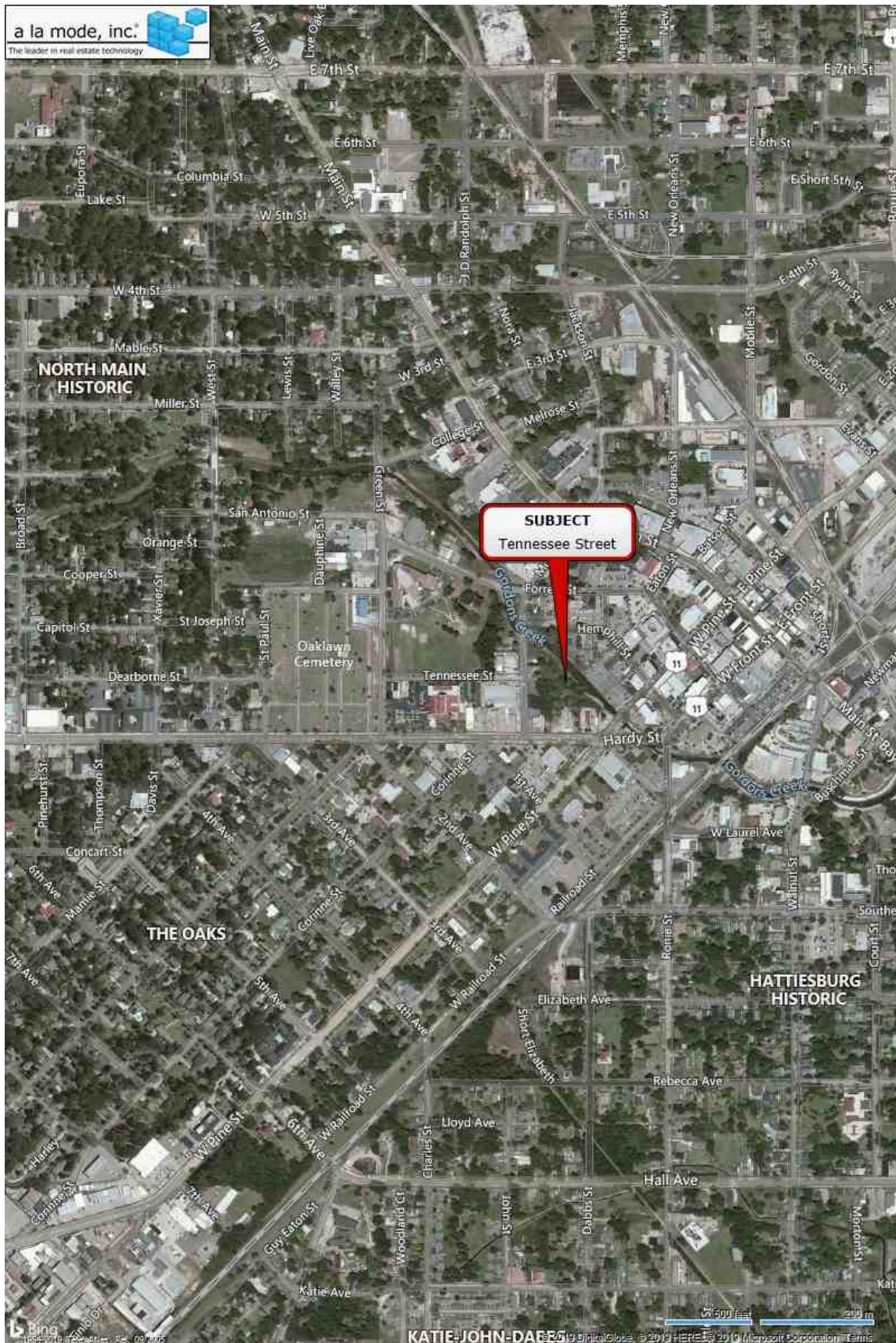
Location Map

Owner	Polk					
Property Address	Tennessee Street					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



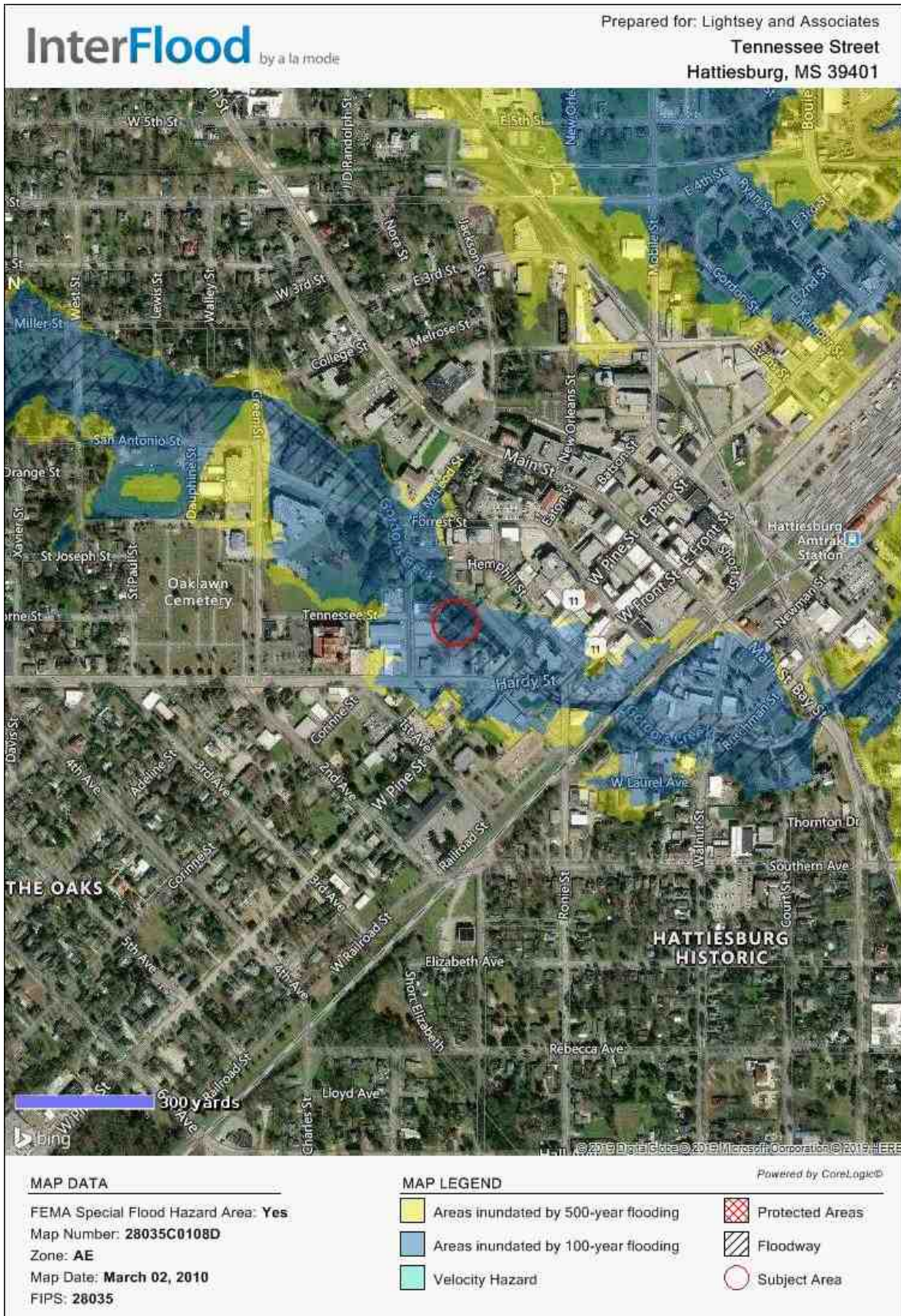
Location Map

Owner	Polk					
Property Address	Tennessee Street					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					

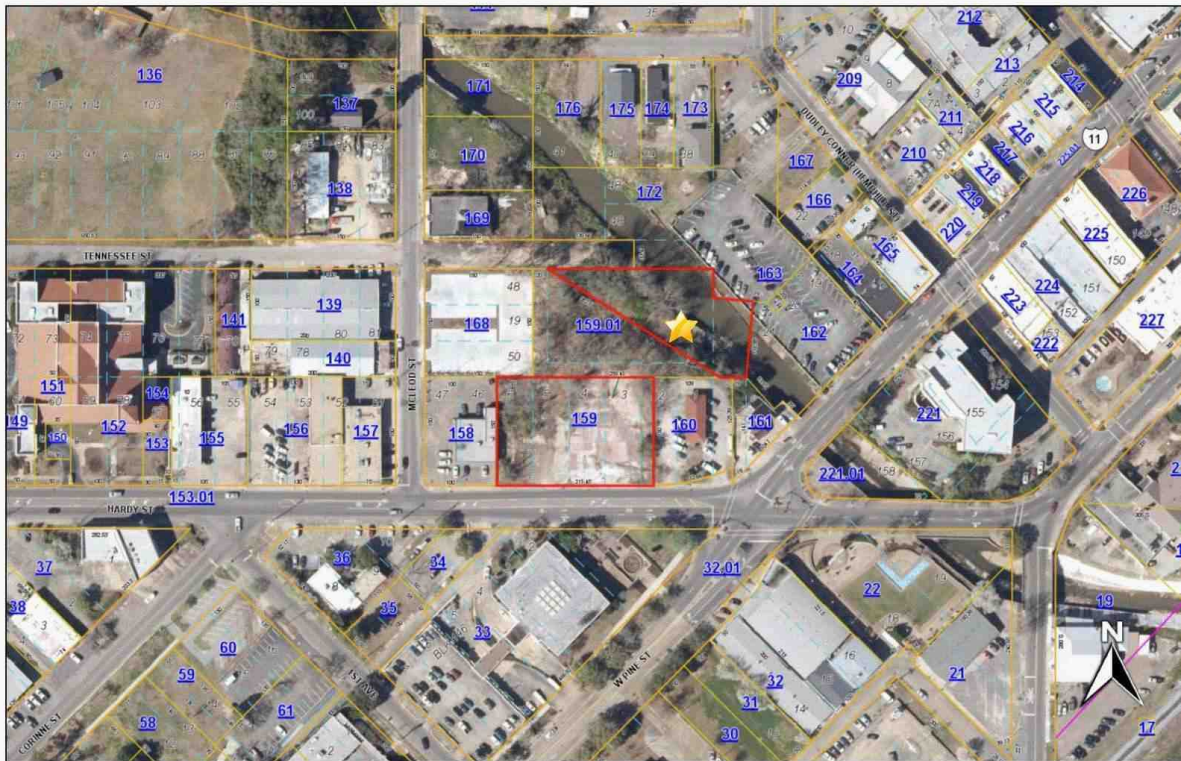


Flood Map

Owner	Polk					
Property Address	Tennessee Street					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



Plat Map



Tax Data

8/13/2019

Delta Computer Systems

Forrest County Mississippi



Delta Computer Systems, Inc.

Property Link FORREST COUNTY, MS

Current Date 8/13/2019

Tax Year 2018
Records Last Updated 8/13/2019

PROPERTY DETAIL

OWNER POLK MARTHA B-DBA J O BARRON P
2407 MIMOSA LN
HATTIESBURG MS 39402

ACRES : **NA**
LAND VALUE : 72370
IMPROVEMENTS : **NA**
TOTAL VALUE: 72370
ASSESSED : 10856

PARCEL 2-029J-10-159.00

ADDRESS **NA**

TAX INFORMATION

YEAR 2018 TAX DUE PAID	BALANCE
COUNTY 713.24 713.24	0.00
CITY 576.78 576.78	0.00
SCHOOL 695.87 695.87	0.00
TOTAL 1985.89 1985.89	0.00

A Print Fee May Apply, Contact County For Total.

LAST PAYMENT 12 / 14 /
DATE 2018

MISCELLANEOUS INFORMATION

EXEMPT CODE	LEGAL
HOMESTEAD CODE None	ALL BLK 1 & PT BRUNIE ST BG NE CR LT 1 E20FT S150FT W20FT
TAX DISTRICT 1110	N150FT TO POB LESS PT TO C E
PPIN 019935	BARRON & PT PER DB 319 PG 172
SECTION 10	& ALL BLK 2 W OF GORDON CR BLK
TOWNSHIP 04N	1 & 2
RANGE 13W	PREV #:H0496-01-004 LESS PT SOLD B1131 P260 6/14/2
Book	Page

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
NO TAX SALES FOUND		

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Photograph Addendum

Owner	Polk					
Property Address	Tennessee Street					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



Subject site



Subject site

Photograph Addendum

Owner	Polk					
Property Address	Tennessee Street					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



View of Tennessee Street

RESOLUTION AND ORDER TO CONDEMN

WHEREAS, upon careful consideration, the City of Hattiesburg, Mississippi (hereinafter “City”), acting by and through the City Council, has determined it to be in the best interest of the citizens of the City to maintain sewer easements and construct walking paths and park space, located within the City; and

WHEREAS, to accomplish this the City finds it necessary to acquire for public use certain property belonging to the following landowner or her successors in title and/or other parties interested in said property, which property is more particularly described in that certain instrument dated March 15, 1968, and recorded in Land Deed Book 308 at page 305, in the office of the Chancery Clerk of Forrest County, Mississippi; and

WHEREAS, the appraisal of said property was completed by Stan Lightsey, SRA, on August 14, 2019, in the amount Seventeen thousand seven hundred dollars (\$17,700.00), which the Council finds is the Fair Market Value of the said property.

PPIN 19935; Parcel 2-029-10-159.00 (Martha B. Polk)

NOW, THEREFORE, LET IT BE KNOWN THAT the City does hereby declare said property necessary for public use and orders that it be condemned if an agreement is not reached, and further that the City authorizes and requests that the City Attorney and other necessary professionals to institute any and all proceedings necessary to acquire the above-described property for public use.

The above and foregoing Resolution, having been first reduced to writing, was introduced by Council member _____, seconded by Council member _____, and

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 18th day of February, A.D., 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 18th day of February, A.D., 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones

cc:

Date: Tuesday, February 18, 2020

Re: Adopt a Resolution requesting the Mississippi Legislature to correct a drafting error related to the Hattiesburg Tourism Commission's governing authority in the 2014 and 2017 extensions of the enabling legislation; and to extend the repealer imposed on the Hattiesburg Tourism Commission and the special tax levied therefore, to July 2024.
File Number: 2020-129
Minute Book #

Summary

Adopt a Resolution requesting the Mississippi Legislature to correct a drafting error related to the Hattiesburg Tourism Commission's governing authority in the 2014 and 2017 extensions of the enabling legislation; and to extend the repealer imposed on the Hattiesburg Tourism Commission and the special tax levied therefore, to July 2024.

Recommendation Statement

I recommend the adoption of the attached resolution.

Please place this on the February 18, 2020 City Council meeting for consideration.

**RESOLUTION REQUESTNG THE MISSISSIPPI LEGISLATURE TO CORRECT A
DRAFTING ERROR RELATED TO THE HATTIESBURG TOURISM COMMISSION’S
GOVERNING AUTHORITY IN THE 2014 AND 2017 EXTENSIONS OF THE
ENABLING LEGISLATION; AND TO EXTEND THE REPEALER IMPOSED ON THE
HATTIESBURG TOURISM COMMISSION AND THE SPECIAL TAX LEVIED
THEREFORE, TO JULY 1, 2024 .**

WHEREAS, on March 6, 1990, the Mayor and City Council of the City of Hattiesburg, Mississippi, adopted a resolution requesting the Legislature of the State of Mississippi to enact a local and private bill enabling the City of Hattiesburg to provide for a special tax to be levied on the gross proceeds from hotel and motel overnight room rental, exclusive of charges for food, telephone, laundry, beverages and similar charges; to provide that such tax be collected by the State Tax Commission; and

WHEREAS, on May 8, 1990, the Mayor and City Council of the City of Hattiesburg, Mississippi, acknowledged receipt of House Bill 1717 authorizing and empowering the City of Hattiesburg to create and establish the Hattiesburg Tourism Commission; and

WHEREAS, House Bill 1717 directed the governing authorities of the City of Hattiesburg to adopt a resolution declaring its intent to levy taxes, establish the amount of the tax levy and determine the date on which taxes initially would be levied and collected; and

WHEREAS, on September 4, 1990, the Mayor and City Council of the City of Hattiesburg adopted said resolution; and

WHEREAS, in 1995 House Bill 1717 was amended by Senate Bill Number 3124, which stated that this act shall stand repealed from and after September 30, 1997; and

WHEREAS, in 1997 House Bill 1717, as amended by Senate Bill 3124 in 1995, was amended by House Bill 1878 in 1997, which stated that this act shall stand repealed from and after September 20, 2000; and

WHEREAS, in 2000 House Bill 1717, as amended by Senate Bill 3124 in 1995 and House Bill 1878 in 1997, was amended by Senate Bill 3306, which stated that this act shall stand repealed from and after September 30, 2004; and

WHEREAS, in 2004 House Bill 1717, as amended by Senate Bill 3124 in 1995, House Bill 1878 in 1997 and Senate Bill 3306 in 2000, was amended by House Bill 1839, which stated that this act shall stand repealed from and after September 30, 2008; and

WHEREAS, in 2008 House Bill 1721 stated that this act shall stand repealed from and after September 30, 2011; and

WHEREAS, in 2011 House Bill 1530 stated that this act shall stand repealed from and after June 30, 2014; and

WHEREAS, in 2014 House Bill 1642 stated that this act shall stand repealed from and after June 30, 2017; and

WHEREAS, in 2017 House Bill 1764 stated that this act shall stand repealed from and after July 1, 2021; and

WHEREAS, in House Bill 1642, enacted in 2014 and in House Bill 1764, enacted in 2017, there appears a drafting error in Section 5 (6) (b) in both Bills in that the terms “board of supervisors” is used instead of “governing authorities of the City;” and

WHEREAS, House Bill 1717, as amended by House Bill 1642, already provides for the adoption of a resolution by the governing authorities of the City declaring its intention to levy the taxes and establishing the amount of the tax levy and the date on which the taxes initially shall be levied and collected; and giving notice of the proposed tax levy and the opportunity of qualified electors to file a written petition against the levy, and, therefore, Section 5 (6) (b) in House Bill 1717, as amended by House Bill 1764, is unnecessary.

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

Section 1. The Legislature of the State of Mississippi is hereby requested to amend the enabling legislation set forth in House Bill 1717, as amended by House Bill 1764 in 2017, to extend the repealer imposed on the Hattiesburg Tourism Commission and the special tax therefor to July 1, 2024; and to amend House Bill 1717, as amended by House Bill 1764 in 2017, to delete Section 5 (6) (b) therefrom.

The above and foregoing Resolution, having been first reduced to writing, was introduced by Council member _____, seconded by Council member _____, and

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 18th day of February, A.D., 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 18th day of February, A.D., 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, February 18, 2020

Re: Adopt a Resolution authorizing Requisition No. 59 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: 2020-111
Minute Book #

Summary

Adopt a Resolution authorizing Requisition No. 59 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 February 18, 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. **59** 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. 59 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. **59** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$837,492.77** 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. **59** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Eight Hundred Thirty-Seven Thousand Four Hundred Ninety-Two and 77/100 dollars (\$837,492.77)** 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. **59** in the total aggregate amount **Eight Hundred Thirty-Seven Thousand Four Hundred Ninety-Two and 77/100 dollars (\$837,492.77)** 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 **18th** day of **February, 2020**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **18th** day of **February, 2020**.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

RE: \$25,000,000.00 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Series 2016 Bonds") secured by \$25,000,000.00 Taxable Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated August 18, 2016 (the "Series 2016 Note").

**TO: Regions Bank
400 West Capitol, 7th Floor
Little Rock, AR 72201
ATTN: Corporate Trust Department**

REQUISITION NO.: 59

DATE OF REQUISITION: 2/18/2020

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Wildstone Construction Services, LLC P O Box 1122 Madison, MS 39130	093695.7220.69	58,062.85	Pay Est. No. 2	Camp Street Improvements Period: Through 01/28/2020 MB 2019-227
2	Neel-Schaffer P O Box 1487 Hattiesburg, MS 39403-1487	093695.7220.69	7,629.99	1062220	Camp Street Improvements Period: 11/01/19 - 12/31/19 MB 2019-227
3	Suncoast Infrastructure Inc. P O Box 397 1858 Hwy 49 South Florence, MS 39073	093695.7220.75	249,206.95	Pay Est No. 8	CIPP Project Period: 12/23/19 - 01/26/20 MB 2019-20
4	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7220.70	149,975.27	Pay Est No. 17	Sewer Improvements Ph VIII - Camp St. Area Period: 12/1/19 - 12/31/19 MB 2011-4/89-110
5	Jay Bearden Construction, Inc. P O Box 180428 Richland, MS 39218	093695.7220.68	14,279.04	Pay Est. No. 4 Final	Sewer Improvements Tuscan Ave Period: 11/1/19-11/30/19 MB 2019-103

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
6	DNA Underground, LLC 16101 S. Swan Road Gulfport, MS 39503	093695.7220.74	165,391.11	Pay App. No. 6	Sewer Improvements Ph XII Period: 12/1/19 - 01/31/20 MB 2019-58
7	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.69	11,567.50	21256	Camp Street Improvements Period: 12/22/19 - 01/25/20 2012-1/34 SDW #11296
8	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.72	1,065.00	21257	Sewer Improvements Phase X - Quinn St. Area Period: 12/22/19 - 01/25/20 MB 2011-4/89-110 SDW #1273-S011
9	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.74	8,355.00	21271	Sewer Improvements Ph XII Period: 12/22/19 - 01/25/20 MB 2011-4/89-110 SDW #1273-S012
10	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.74	525.00	21272	Sewer Improvements Ph XII Period: 12/22/19 - 01/25/20 MB 2011-4/89-110 SDW #1273-S012
11	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.12	1,645.00	21265	North 40th & North 39th Ave Period: 12/22/19 - 01/25/20 MB 2012-1/34 SDW #11254
12	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.75	11,192.50	21266	CIPP Project Period: 12/22/19 - 01/25/20 MB 2011-4/89-110 SDW #11256

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
13	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.13	1,137.50	21276	Katie Ave & Arledge St Infrastructure Period: 12/22/19 - 01/25/20 MB 2018-25 SDW #11258
14	Warren Paving, Inc. P O Box 572 Hattiesburg, MS 39403	093695.7220.72	46,440.84	13376	Sewer Improvements Ph VIII - Camp St. Area Period: 1/21/2020 MB 2019-271
15	Warren Paving, Inc. P O Box 572 Hattiesburg, MS 39403	093695.7220.72	4,634.50	13371	Sewer Improvements Ph VIII - Camp St. Area Period: 1/20/2020 MB 2019-271
16	Warren Paving, Inc. P O Box 572 Hattiesburg, MS 39403	093695.7220.72	65,625.31	13375	Sewer Improvements Ph VIII - Camp St. Area Period: 01/09/2020 MB 2019-271
17	Warren Paving, Inc. P O Box 572 Hattiesburg, MS 39403	093695.7220.72	40,759.41	13372	Sewer Improvements Ph VIII - Camp St. Area Period: 1/17/2020 MB 2019-271
			837,492.77		

February 10, 2020
N-S Project No. 15481.000

Lamar Rutland, P.E.
Engineering Director
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

REFERENCE: CONTRACTOR PROGRESS ESTIMATE #2
CITY OF HATTIESBURG, FORREST COUNTY
CAMP STREET IMPROVEMENTS – 25TH AVE TO 19TH AVE

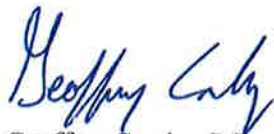
Dear Mr. Rutland:

Enclosed is one (1) Application and Certifications for Payment No. 2 for the referenced project. I have reviewed the Contractor's Application & Certification of Payment Request No. 2 and find the pay application to be in order. I, therefore, recommend payment to the contractor Wildstone Construction Services, LLC, in the amount of \$58,062.85 for work completed.

Please call me at 545-1565 if you have any questions or need additional information.

Sincerely,

NEEL-SCHAFFER, INC.



Geoffrey Crosby, P.E.
Senior Project Manager

GPC

Enclosures

093695.7220.69

MB 2019-227

APPLICATION AND CERTIFICATION FOR PAYMENT**TO OWNER:**

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

PROJECT:

Camp Street Improvements
25th Avenue to 19th Avenue

FROM CONTRACTOR:

Wildstone Construction Services, LLC
PO Box 1122
Madison, MS 39130

VIA ENGINEER:

Neel-Schaffer, Inc.
704 Hardy Street
Hattiesburg, MS 39401

CONTRACT FOR:**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet AIA Document G703, is attached.

1 ORIGINAL CONTRACT SUM	\$ 341,006.50
2 Net change by Change Orders	\$ -
3 CONTRACT SUM TO DATE (Line 1 + 2)	\$ 341,006.50
4 TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 172,222.03
5 RETAINAGE	
a 5 % of Completed Work (Column D + E on G703)	\$8,198.69
b 5 % of Stored Material (Column F on G703)	\$510.74
Total Retainage (Lines 5a + 5b or Total in Column J of G703)	\$ 8,709.43
6 TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 163,512.60
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 105,449.75
8 CURRENT PAYMENT DUE	\$ 58,062.85
9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 177,493.90

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	-
Total approved this Month	\$0.00	-
TOTALS	\$0.00	-
NET CHANGES by Change Order	\$0.00	-

Application for Payment

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

APPLICATION NO. 2

Distribution to:

PERIOD TO

01/28/20

X OWNER

PROJECT NO.

X ENGINEER

CONTRACT DATE 10/21/19

CONTRACTOR

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR

By:

Emile B. Rut

Date

2-4-2020

State of:

Mississippi

County of:

Madison

Subscribed and sworn to before me this 4th day of February 2020

Notary Public

My Commission expires August 3, 2020

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

\$ 58,062.85

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT

By:

Geoffrey Cady

Date

02/10/2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Fax:

(Schedule of Value - Work in Place)

Progress Invoice No:

[illegible]

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
ITEM NO.	DESCRIPTION OF WORK	UNITS	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT	QUANTITY PREVIOUS APP.	TOTAL PREVIOUS APP.	QUANTITY THIS PERIOD	TOTAL THIS PERIOD	QUANTITY THIS PERIOD	TOTAL THIS PERIOD	TOTAL COMPLETED TO DATE	BALANCE TO FINISH	RETAINAGE
BASE BID														
201-B	Clearing and Grubbing	Acre	1	\$31,000.00	\$31,000.00	0.1	\$3,100.00	0	\$0.00	0	\$0.00	\$3,100.00	\$27,900.00	\$155.00
202-A	Removal of Obstructions	LS	1	\$10,000.00	\$10,000.00	1	\$10,000.00	0	\$0.00	0	\$0.00	\$10,000.00	\$0.00	\$500.00
202-B	Removal of Pavement, All Types and Depths	SY	591	\$35.00	\$20,685.00	415	\$14,525.00	0	\$0.00	0	\$0.00	\$14,525.00	\$6,160.00	\$726.25
203-B	Excess Excavation, FM	CY	250	\$14.00	\$3,500.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$3,500.00	\$0.00
203-EX	Borrow Excavation, AH, FME, Class B7-6	CY	100	\$30.00	\$3,000.00	55	\$1,650.00	0	\$0.00	0	\$0.00	\$1,650.00	\$1,350.00	\$82.50
203-L	Site Grading	SY	170	\$27.00	\$4,590.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$4,590.00	\$0.00
211-B	Topsoil for Slope Treatment, Contractor Furnished	CY	25	\$35.00	\$875.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$875.00	\$0.00
211-D	Topsoil for Plant Pits, Contractor Furnished	CY	90	\$40.00	\$3,600.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$3,600.00	\$0.00
216-B	Solid Sodding, Centipede	SY	500	\$8.00	\$4,000.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$4,000.00	\$0.00
219-A	Watering	KGAL	80	\$20.00	\$1,600.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$1,600.00	\$0.00
230-A	Shrub Planting, Knockout Rose	EA	31	\$20.00	\$620.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$620.00	\$0.00
230-A	Shrub Planting, Juniper	EA	165	\$20.00	\$3,300.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$3,300.00	\$0.00
230-B	Tree Planting, Natchez Crape Myrtle	EA	4	\$150.00	\$600.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$600.00	\$0.00
230-D	Bed Preparation	SF	1000	\$3.00	\$3,000.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$3,000.00	\$0.00
230-F	Ground Cover and Shrub Planting, Big Blue Liriodendron	EA	675	\$12.50	\$8,437.50	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$8,437.50	\$0.00
234-A	Temporary Silt Fence	LF	300	\$5.00	\$1,500.00	100	\$500.00	0	\$0.00	0	\$0.00	\$500.00	\$1,000.00	\$25.00
237-A	Wattles, 12"	LF	100	\$8.00	\$800.00	30	\$240.00	0	\$0.00	0	\$0.00	\$240.00	\$560.00	\$12.00
907-242-PP	Pedestrian Entry Arch, Per Plans	EA	1	\$11,500.00	\$11,500.00	0	\$0.00	0	\$0.00	0	\$8,550.00	\$8,550.00	\$2,950.00	\$427.50
246-A	Sandbags	EA	100	\$10.00	\$1,000.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$1,000.00	\$0.00
907-258-E	Trash Receptacle, Per Plans	EA	1	\$800.00	\$800.00	0	\$0.00	0	\$0.00	0	\$444.55	\$444.55	\$355.45	\$22.25
907-258-J	Metal Bench, Per Plans	EA	2	\$1,200.00	\$2,400.00	0	\$0.00	0	\$0.00	0	\$1,030.20	\$1,030.20	\$1,369.80	\$51.51
907-258-X	Bike Rack, Per Plans	EA	1	\$1,200.00	\$1,200.00	0	\$0.00	0	\$0.00	0	\$190.00	\$190.00	\$1,010.00	\$9.50
304-H	Size #10 Crushed Stone Base, AEA	CY	155	\$75.00	\$11,625.00	0	\$0.00	6.41	\$480.75	0	\$0.00	\$480.75	\$11,144.25	\$24.04
601-B	Class "B" Concrete Minor Structures	CY	4	\$700.00	\$2,800.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$2,800.00	\$0.00
602-A	Reinforcing Steel	LBS	100	\$5.00	\$500.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$500.00	\$0.00
603-PE	12" Corrugated Polyethylene Pipe	LF	60	\$100.00	\$6,000.00	20	\$2,000.00	0	\$0.00	0	\$0.00	\$2,000.00	\$4,000.00	\$100.00
608-A	Concrete Sidewalk Without Reinforcement	SY	200	\$59.00	\$11,800.00	85	\$5,015.00	98.67	\$5,821.53	0	\$0.00	\$10,836.53	\$963.47	\$541.83
907-608-E	Asphalt Pavement Texturing	SF	650	\$11.50	\$7,475.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$7,475.00	\$0.00
609-B	Concrete Header Curb	LF	840	\$25.00	\$21,000.00	0	\$0.00	695	\$17,375.00	0	\$0.00	\$17,375.00	\$3,625.00	\$868.75
609-B	Small Concrete Median Island	LF	1450	\$35.00	\$50,750.00	0	\$0.00	387	\$13,545.00	0	\$0.00	\$13,545.00	\$37,205.00	\$677.25
613-A	Adjustment of Castings, Gratings, and Utility Appurtenance	LS	1	\$4,000.00	\$4,000.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$4,000.00	\$0.00
618-A	Maintenance of Traffic	LS	1	\$45,000.00	\$45,000.00	0.4	\$18,000.00	0.4	\$18,000.00	0	\$0.00	\$36,000.00	\$9,000.00	\$1,800.00
620-A	Mobilization	LS	1	\$30,000.00	\$30,000.00	0.8	\$24,000.00	0.2	\$6,000.00	0	\$0.00	\$30,000.00	\$0.00	\$1,500.00
907-626-G	Thermoplastic Detail Stripe, White 6"	LF	400	\$4.00	\$1,600.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$1,600.00	\$0.00
907-626-G	Thermoplastic Detail Stripe, Yellow	LF	200	\$4.00	\$800.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$800.00	\$0.00
907-626-H	Thermoplastic Legend, Bike Lane Symbol	EA	12	\$500.00	\$6,000.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$6,000.00	\$0.00
907-626-H	Thermoplastic Legend, White	LF	72	\$10.00	\$720.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$720.00	\$0.00
907-626-Z	Thermoplastic Legend, White 6" Equivalent	LF	1000	\$4.00	\$4,000.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$4,000.00	\$0.00
630-A	Standard Roadside Signs, Sheet Aluminum, 0.080" Thick	LF	25	\$75.00	\$1,875.00	55	\$4,125.00	0	\$0.00	0	\$0.00	\$4,125.00	(\$2,250.00)	\$206.25
630-A	Standard Roadside Signs, Sheet Aluminum, 0.125" Thick	LF	114	\$35.00	\$3,990.00	114	\$3,990.00	0	\$0.00	0	\$0.00	\$3,990.00	\$0.00	\$199.50
630-C	Steel U-Section Posts, 3.0 To 3.5 LB/FT	EA	336	\$24.00	\$8,064.00	360	\$8,640.00	0	\$0.00	0	\$0.00	\$8,640.00	(\$576.00)	\$432.00
699-A	Roadway Construction Staking	EA	1	\$5,000.00	\$5,000.00	1	\$5,000.00	0	\$0.00	0	\$0.00	\$5,000.00	\$0.00	\$250.00
BASE BID TOTAL					\$341,006.50		\$100,785.00		\$61,222.28		\$10,214.75	\$172,222.03	\$168,784.47	\$8,611.10



January 10, 2020

Project No: NS.15481.000

Invoice No: 1062220-1062745

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403

Project NS.15481.000 City of Hattiesburg – Camp Street
Task Order #76

Professional Services from November 1, 2019 to December 31, 2019

Phase	001	CE&I				
Professional Personnel						
			Hours	Rate	Amount	
Administrative Services Manager						
Nobles, Jennifer			4.00	25.92	103.68	
Senior Project Manager						
Crosby, Geoffrey			20.00	42.70	854.00	
Student Intern						
Davis, Paige			1.00	12.00	12.00	
Inspector III						
Crosby, Don			65.00	25.00	1,625.00	
Senior Project Manager						
Bryan, Russell			.50	42.70	21.35	
Totals			90.50		2,616.03	
Total Labor				2.9 times	2,616.03	7,586.49
Reimbursable Expenses						
Mileage					43.50	
Total Reimbursables				1.0 times	43.50	43.50

Total this Invoice

\$7,629.99

093695.7220.69
MB 2019-227



Engineering Progress

February 5, 2020

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

Attn: Lamar Rutland, P.E.

**RE: Cured In Place Pipe Sewer Repair – Various Locations
City of Hattiesburg**

Dear Mr. Rutland:

Enclosed please find Pay Estimate No. 8 for the above referenced project in the amount of \$249,206.95.

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

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/md

Enclosure

cc: Terry Jackson
Suncoast Infrastructure

093695. 7220.75
MB 2019-20

RECEIVED
2/5/20

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: S19015-08

To Customer: CITY OF HATTIESBURG
P.O. BOX 1898
HATTIESBURG, MS 39403

Project: S19015- CIPP Sewer Repair-Various
Locations, Hattiesburg, MS

Via Engineer: Shows Dearman & Waits
301 Second Avenue
Hattiesburg, MS 39401

Application No.: JB App #8
Period From: 12/23/2019
Period To: 1/26/2020

Distribution to:

☐	Owner
☐	Engineer
☐	Contractor
☐	
☐	

From Contractor: Suncoast Infrastructure, Inc.
P.O. Box 397
1858 Hwy 49 South
Florence, MS 39073

Owner: Hattiesburg (City of) MS
P.O. Box 1898
Hattiesburg, MS 39403

External Contract No. N/A

Contract Date: 1/11/2019

Application Date: 1/30/2020

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum	\$3,559,581.00
2. Net Change By Change Order	\$196,295.25
3. Contract Sum To Date	\$3,755,876.25
4. Work Completed To Date	\$2,020,131.25
5. Stored Materials Inventory	\$0.00
6. Total Completed and Stored To Date	\$2,020,131.25
7. Retainage	
a. Maximum Retainage is in effect.	
b. Securities are furnished in lieu of Retainage.	\$90,000.00
c. Retainage on Work Completed to Date 2.50 %	\$50,503.28
d. Retainage on Stored Materials Inventory 0.00 %	\$0.00
e. Total Calculated Retainage	\$50,503.28
f. Total Retainage To Be Withheld	\$0.00
8. Total Earned Less Retainage	\$2,020,131.25
9. Less Previous Certificates For Payments	\$1,770,924.30
10. Current Payment Due	\$249,206.95
11. Balance to Finish, Plus Retainage.	\$1,735,745.00

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$196,295.25	\$0.00
TOTALS	\$196,295.25	\$0.00
Net Changes By Change Order	\$196,295.25	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Suncoast Infrastructure, Inc.

By: [Signature] Date: 1/30/2020

State of: Mississippi County of: Rankin

Subscribed and sworn to before me this 30th day of January 2020

Notary Public: [Signature]

My Commission expires: April 29, 2023



ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 249,206.95

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER:

By: [Signature] Date: 2-5-2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Page 2 of 6

Application No. : JB App #8

Application Date : 01/30/20

Period From: 12/23/19

Period To: 01/26/20

External Contract No.:

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

A		B		C		D		E		F		G		H		I		J		K		L		M		N		O		P	
CURRENT CONTRACT										PREVIOUS WORK				THIS PERIOD				JOB TO DATE													
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish														
1-1	8" CIPP	LF	4,647.00	\$30.00	\$139,410.00	3,601.00	\$108,030.00	0.00	\$0.00	3,601.00	\$108,030.00	\$0.00	\$108,030.00	77.49%	\$31,380.00																
1-2	10" CIPP	LF	200.00	\$31.00	\$6,200.00	314.00	\$9,734.00	0.00	\$0.00	314.00	\$9,734.00	\$0.00	\$9,734.00	157.00%	\$-3,534.00																
1-3	CIPP Service Lateral	LF	2,420.00	\$152.00	\$367,840.00	547.00	\$83,144.00	1,051.00	\$159,752.00	1,598.00	\$242,896.00	\$0.00	\$242,896.00	66.03%	\$124,944.00																
1-4	Remove and Replace Service Lateral	LF	810.00	\$40.00	\$32,400.00	996.60	\$39,864.00	0.00	\$0.00	996.60	\$39,864.00	\$0.00	\$39,864.00	123.04%	\$-7,464.00																
1-5	Cleanout Assembly (As Detailed)	EA	33.00	\$420.00	\$13,860.00	115.00	\$48,300.00	0.00	\$0.00	115.00	\$48,300.00	\$0.00	\$48,300.00	348.48%	\$-34,440.00																
1-6	Point Repair (8' - 30' Depth)	EA	3.00	\$14,660.00	\$43,980.00	3.00	\$43,980.00	0.00	\$0.00	3.00	\$43,980.00	\$0.00	\$43,980.00	100.00%	\$0.00																
1-7	Manhole Rehabilitation	VF	271.00	\$235.00	\$63,685.00	162.00	\$38,070.00	0.00	\$0.00	162.00	\$38,070.00	\$0.00	\$38,070.00	59.78%	\$25,615.00																
1-8	Concrete Road Repair	SY	183.00	\$78.00	\$14,274.00	174.40	\$13,603.20	0.00	\$0.00	174.40	\$13,603.20	\$0.00	\$13,603.20	95.30%	\$670.80																
1-9	Asphalt Road Repair	SY	549.00	\$82.00	\$45,018.00	175.30	\$14,374.60	0.00	\$0.00	175.30	\$14,374.60	\$0.00	\$14,374.60	31.93%	\$30,643.40																
1-10	Maintenance of Traffic	LS	1.00	\$0.00	\$10,850.00	1.00	\$10,850.00	0.00	\$0.00	1.00	\$10,850.00	\$0.00	\$10,850.00	100.00%	\$0.00																
1-11	Mobilization	LS	1.00	\$0.00	\$74,750.00	1.00	\$74,750.00	0.00	\$0.00	1.00	\$74,750.00	\$0.00	\$74,750.00	100.00%	\$0.00																
1-12	Temporary Erosion Control	LS	1.00	\$0.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00																
1-13	Landscape Restoration	SF	4,050.00	\$0.60	\$2,430.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,430.00																
1-14	CCTV Service Lateral	LF	3,230.00	\$10.50	\$33,915.00	3,240.00	\$34,020.00	0.00	\$0.00	3,240.00	\$34,020.00	\$0.00	\$34,020.00	100.31%	\$-105.00																
2-1	8" CIPP	LF	1,938.00	\$30.00	\$58,140.00	1,001.00	\$30,030.00	0.00	\$0.00	1,001.00	\$30,030.00	\$0.00	\$30,030.00	51.65%	\$28,110.00																
2-2	10" CIPP	LF	726.00	\$31.00	\$22,506.00	530.00	\$16,430.00	0.00	\$0.00	530.00	\$16,430.00	\$0.00	\$16,430.00	73.00%	\$6,076.00																
2-3	CIPP Service Lateral	LF	338.00	\$105.00	\$35,490.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$35,490.00																
2-4	Remove and Replace Service Lateral	LF	113.00	\$40.00	\$4,520.00	0.00	\$0.00	350.00	\$14,000.00	350.00	\$14,000.00	\$0.00	\$14,000.00	309.73%	\$-9,480.00																
2-5	Cleanout Assembly (As Detailed)	EA	5.00	\$420.00	\$2,100.00	0.00	\$0.00	28.00	\$11,760.00	28.00	\$11,760.00	\$0.00	\$11,760.00	560.00%	\$-9,660.00																
2-6	Point Repair (8' - 30' Depth)	EA	0.00	\$14,660.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00																
2-7	Protruding Tap to be removed (8' - 30' Depth)	EA	1.00	\$14,660.00	\$14,660.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$14,660.00																
2-8	Manhole Rehabilitation	VF	90.80	\$235.00	\$21,338.00	84.60	\$19,881.00	0.00	\$0.00	84.60	\$19,881.00	\$0.00	\$19,881.00	93.17%	\$1,457.00																
2-9	Concrete Road Repair	SY	77.00	\$78.00	\$6,006.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,006.00																
2-10	Asphalt Road Repair	SY	285.00	\$82.00	\$23,370.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$23,370.00																
2-11	Temporary Erosion Control	LS	1.00	\$0.00	\$800.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$800.00																
2-12	Maintenance of Traffic	LS	1.00	\$0.00	\$10,850.00	0.50	\$5,425.00	0.00	\$0.00	0.50	\$5,425.00	\$0.00	\$5,425.00	50.00%	\$5,425.00																
2-13	Mobilization	LS	1.00	\$0.00	\$14,200.00	0.50	\$7,100.00	0.00	\$0.00	0.50	\$7,100.00	\$0.00	\$7,100.00	50.00%	\$7,100.00																
2-14	Landscape Restoration	SF	565.00	\$0.60	\$339.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$339.00																
2-15	CCTV Service Lateral	LF	451.00	\$8.50	\$3,833.50	260.00	\$2,210.00	0.00	\$0.00	260.00	\$2,210.00	\$0.00	\$2,210.00	57.65%	\$1,623.50																
3-1	8" CIPP	LF	1,832.00	\$30.00	\$54,960.00	1,833.00	\$54,990.00	0.00	\$0.00	1,833.00	\$54,990.00	\$0.00	\$54,990.00	100.05%	\$-30.00																
3-2	CIPP Service Lateral	LF	1,090.00	\$152.00	\$165,680.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$165,680.00																

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #8
Application Date : 01/30/20
Period From: 12/23/19
Period To: 01/26/20

Invoice # : S19015-08

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

External Contract No.:

CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
3-3	Remove and Replace Service Lateral	LF	363.00	\$40.00	\$14,520.00	307.00	\$12,280.00	0.00	\$0.00	307.00	\$12,280.00	\$0.00	\$12,280.00	84.57%	\$2,240.00
3-4	Cleanout Assembly (As Detailed)	EA	15.00	\$420.00	\$6,300.00	36.00	\$15,120.00	0.00	\$0.00	36.00	\$15,120.00	\$0.00	\$15,120.00	240.00%	\$-8,820.00
3-5	Point Repair (8' - 30' Depth)	EA	0.00	\$14,660.00	\$0.00	5.00	\$73,300.00	0.00	\$0.00	5.00	\$73,300.00	\$0.00	\$73,300.00	0.00%	\$-73,300.00
3-6	Manhole Rehabilitation	VF	52.90	\$235.00	\$12,431.50	30.00	\$7,050.00	0.00	\$0.00	30.00	\$7,050.00	\$0.00	\$7,050.00	56.71%	\$5,381.50
3-7	Concrete Road Repair	SY	91.00	\$78.00	\$7,098.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,098.00
3-8	Asphalt Road Repair	SY	274.00	\$82.00	\$22,468.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$22,468.00
3-9	Temporary Erosion Control	LS	1.00	\$0.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
3-10	Maintenance of Traffic	LS	1.00	\$0.00	\$14,300.00	0.75	\$10,725.00	0.00	\$0.00	0.75	\$10,725.00	\$0.00	\$10,725.00	75.00%	\$3,575.00
3-11	Mobilization	LS	1.00	\$0.00	\$14,200.00	0.75	\$10,650.00	0.00	\$0.00	0.75	\$10,650.00	\$0.00	\$10,650.00	75.00%	\$3,550.00
3-12	Landscape Restoration	SF	1,815.00	\$0.60	\$1,089.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,089.00
3-13	CCTV Service Lateral	LF	1,453.00	\$10.50	\$15,256.50	1,640.00	\$17,220.00	0.00	\$0.00	1,640.00	\$17,220.00	\$0.00	\$17,220.00	112.87%	\$-1,963.50
4-1	8" CIPP	LF	5,871.00	\$30.00	\$176,130.00	4,807.00	\$144,210.00	0.00	\$0.00	4,807.00	\$144,210.00	\$0.00	\$144,210.00	81.88%	\$31,920.00
4-2	12" CIPP	LF	2,225.00	\$32.00	\$71,200.00	2,038.00	\$65,216.00	0.00	\$0.00	2,038.00	\$65,216.00	\$0.00	\$65,216.00	91.60%	\$5,984.00
4-3	CIPP Service Lateral	LF	675.00	\$105.00	\$70,875.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$70,875.00
4-4	Remove and Replace Service Lateral	LF	225.00	\$40.00	\$9,000.00	231.00	\$9,240.00	0.00	\$0.00	231.00	\$9,240.00	\$0.00	\$9,240.00	102.67%	\$-240.00
4-5	Cleanout Assembly (As Detailed)	EA	9.00	\$420.00	\$3,780.00	11.00	\$4,620.00	2.00	\$840.00	13.00	\$5,460.00	\$0.00	\$5,460.00	144.44%	\$-1,680.00
4-6	Point Repair (8' - 30' Depth)	EA	10.00	\$14,660.00	\$146,600.00	19.00	\$278,540.00	0.00	\$0.00	19.00	\$278,540.00	\$0.00	\$278,540.00	190.00%	\$-131,940.00
4-7	Manhole Rehabilitation	VF	307.00	\$235.00	\$72,145.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$72,145.00
4-8	Concrete Road Repair	SY	144.00	\$78.00	\$11,232.00	56.70	\$4,422.60	0.00	\$0.00	56.70	\$4,422.60	\$0.00	\$4,422.60	39.38%	\$6,809.40
4-9	Asphalt Road Repair	SY	485.00	\$82.00	\$39,770.00	51.40	\$4,214.80	0.00	\$0.00	51.40	\$4,214.80	\$0.00	\$4,214.80	10.60%	\$35,555.20
4-10	Temporary Erosion Control	LS	1.00	\$0.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
4-11	Maintenance of Traffic	LS	1.00	\$0.00	\$5,850.00	0.75	\$4,387.50	0.00	\$0.00	0.75	\$4,387.50	\$0.00	\$4,387.50	75.00%	\$1,462.50
4-12	Mobilization	LS	1.00	\$0.00	\$9,200.00	0.75	\$6,900.00	0.00	\$0.00	0.75	\$6,900.00	\$0.00	\$6,900.00	75.00%	\$2,300.00
4-13	Landscape Restoration	SF	1,125.00	\$0.60	\$675.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$675.00
4-14	CCTV Service Lateral	LF	900.00	\$8.00	\$7,200.00	745.00	\$5,960.00	42.00	\$336.00	787.00	\$6,296.00	\$0.00	\$6,296.00	87.44%	\$904.00
5-1	CIPP Service Lateral	LF	1,388.00	\$105.00	\$145,740.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$145,740.00
5-2	Remove and Replace Service Lateral	LF	463.00	\$40.00	\$18,520.00	0.00	\$0.00	88.00	\$3,520.00	88.00	\$3,520.00	\$0.00	\$3,520.00	19.01%	\$15,000.00
5-3	Cleanout Assembly (As Detailed)	EA	19.00	\$420.00	\$7,980.00	0.00	\$0.00	9.00	\$3,780.00	9.00	\$3,780.00	\$0.00	\$3,780.00	47.37%	\$4,200.00
5-4	Hardy St Road Repair	SY	815.00	\$195.00	\$158,925.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$158,925.00
5-5	Temporary Erosion Control	LS	1.00	\$0.00	\$800.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$800.00
5-6	Maintenance of Traffic	LS	1.00	\$0.00	\$30,850.00	0.25	\$7,712.50	0.00	\$0.00	0.25	\$7,712.50	\$0.00	\$7,712.50	25.00%	\$23,137.50
5-7	Mobilization	LS	1.00	\$0.00	\$17,500.00	0.25	\$4,375.00	0.00	\$0.00	0.25	\$4,375.00	\$0.00	\$4,375.00	25.00%	\$13,125.00

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #8
Application Date : 01/30/20
Period From: 12/23/19
Period To: 01/26/20

Invoice # : S19015-08

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

External Contract No.:

CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
5-8	Landscape Restoration	SF	2,315.00	\$0.60	\$1,389.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,389.00
5-9	CCTV Service Lateral	LF	1,851.00	\$8.50	\$15,733.50	732.00	\$6,222.00	352.00	\$2,992.00	1,084.00	\$9,214.00	\$0.00	\$9,214.00	58.56%	\$6,519.50
6-1	8" CIPP	LF	767.00	\$30.00	\$23,010.00	767.00	\$23,010.00	0.00	\$0.00	767.00	\$23,010.00	\$0.00	\$23,010.00	100.00%	\$0.00
6-2	12" CIPP	LF	198.00	\$32.00	\$6,336.00	198.00	\$6,336.00	0.00	\$0.00	198.00	\$6,336.00	\$0.00	\$6,336.00	100.00%	\$0.00
6-3	CIPP Service Lateral	LF	132.00	\$155.00	\$20,460.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,460.00
6-4	Remove and Replace Service Lateral	LF	44.00	\$40.00	\$1,760.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,760.00
6-5	Cleanout Assembly (As Detailed)	EA	2.00	\$420.00	\$840.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$840.00
6-6	Manhole Rehabilitation	VF	48.00	\$235.00	\$11,280.00	34.80	\$8,178.00	0.00	\$0.00	34.80	\$8,178.00	\$0.00	\$8,178.00	72.50%	\$3,102.00
6-7	Concrete Road Repair	SY	17.00	\$78.00	\$1,326.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,326.00
6-8	Asphalt Road Repair	SY	50.00	\$82.00	\$4,100.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,100.00
6-9	Temporary Erosion Control	LS	1.00	\$0.00	\$800.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$800.00
6-10	Maintenance of Traffic	LS	1.00	\$0.00	\$5,850.00	0.50	\$2,925.00	0.00	\$0.00	0.50	\$2,925.00	\$0.00	\$2,925.00	50.00%	\$2,925.00
6-11	Mobilization	LS	1.00	\$0.00	\$17,500.00	0.50	\$8,750.00	0.00	\$0.00	0.50	\$8,750.00	\$0.00	\$8,750.00	50.00%	\$8,750.00
6-12	Landscape Restoration	SF	220.00	\$0.60	\$132.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$132.00
6-13	CCTV Service Lateral	LF	176.00	\$10.50	\$1,848.00	146.00	\$1,533.00	0.00	\$0.00	146.00	\$1,533.00	\$0.00	\$1,533.00	82.95%	\$315.00
7-1	8" CIPP	LF	1,814.00	\$30.00	\$54,420.00	1,723.00	\$51,690.00	0.00	\$0.00	1,723.00	\$51,690.00	\$0.00	\$51,690.00	94.98%	\$2,730.00
7-2	10" CIPP	LF	1,926.00	\$31.00	\$59,706.00	1,830.00	\$56,730.00	0.00	\$0.00	1,830.00	\$56,730.00	\$0.00	\$56,730.00	95.02%	\$2,976.00
7-3	CIPP Service Lateral	LF	770.00	\$105.00	\$80,850.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$80,850.00
7-4	Remove and Replace Service Lateral	LF	257.00	\$40.00	\$10,280.00	159.00	\$6,360.00	0.00	\$0.00	159.00	\$6,360.00	\$0.00	\$6,360.00	61.87%	\$3,920.00
7-5	Cleanout Assembly (As Detailed)	EA	11.00	\$420.00	\$4,620.00	14.00	\$5,880.00	0.00	\$0.00	14.00	\$5,880.00	\$0.00	\$5,880.00	127.27%	\$-1,260.00
7-6	Manhole Rehabilitation	VF	207.00	\$235.00	\$48,645.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$48,645.00
7-7	Concrete Road Repair	SY	68.00	\$78.00	\$5,304.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,304.00
7-8	Asphalt Road Repair	SY	203.00	\$82.00	\$16,646.00	45.80	\$3,755.60	0.00	\$0.00	45.80	\$3,755.60	\$0.00	\$3,755.60	22.56%	\$12,890.40
7-9	Temporary Erosion Control	LS	1.00	\$0.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
7-10	Maintenance of Traffic	LS	1.00	\$0.00	\$5,850.00	0.75	\$4,387.50	0.00	\$0.00	0.75	\$4,387.50	\$0.00	\$4,387.50	75.00%	\$1,462.50
7-11	Mobilization	LS	1.00	\$0.00	\$17,500.00	0.75	\$13,125.00	0.00	\$0.00	0.75	\$13,125.00	\$0.00	\$13,125.00	75.00%	\$4,375.00
7-12	Landscape Restoration	SF	1,285.00	\$0.60	\$771.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$771.00
7-13	CCTV Service Lateral	LF	1,027.00	\$8.50	\$8,729.50	979.00	\$8,321.50	0.00	\$0.00	979.00	\$8,321.50	\$0.00	\$8,321.50	95.33%	\$408.00
AA1-1	10" CIPP (1A)	LF	1,158.00	\$31.00	\$35,898.00	385.00	\$11,935.00	0.00	\$0.00	385.00	\$11,935.00	\$0.00	\$11,935.00	33.25%	\$23,963.00
AA1-2	Manhole Rehabilitation (1A)	VF	35.00	\$235.00	\$8,225.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,225.00
AA1-3	8" CIPP (2A)	LF	0.00	\$30.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-4	Manhole Rehabilitation (2A)	VF	0.00	\$235.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #8
Application Date : 01/30/20
Period From: 12/23/19
Period To: 01/26/20

Invoice # : S19015-08

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

External Contract No.:

CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
AA1-5	10" CIPP (3A)	LF	0.00	\$31.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-6	Manhole Rehabilitation (3A)	VF	0.00	\$235.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-7	8" CIPP (4A)	LF	0.00	\$30.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-8	Manhole Rehabilitation (4A)	VF	0.00	\$235.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-9	8" CIPP (5A)	LF	0.00	\$30.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-10	Manhole Rehabilitation (5A)	VF	0.00	\$235.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-11	8" CIPP (6A)	LF	1,660.00	\$30.00	\$49,800.00	1,952.00	\$58,560.00	0.00	\$0.00	1,952.00	\$58,560.00	\$0.00	\$58,560.00	117.59%	\$-8,760.00
AA1-12	Manhole Rehabilitation (6A)	VF	60.00	\$235.00	\$14,100.00	32.90	\$7,731.50	0.00	\$0.00	32.90	\$7,731.50	\$0.00	\$7,731.50	54.83%	\$6,368.50
AA1-13	18" CIPP (7A)	LF	848.00	\$95.00	\$80,560.00	850.00	\$80,750.00	0.00	\$0.00	850.00	\$80,750.00	\$0.00	\$80,750.00	100.24%	\$-190.00
AA1-14	Manhole Rehabilitation (7A)	VF	25.00	\$235.00	\$5,875.00	18.60	\$4,371.00	0.00	\$0.00	18.60	\$4,371.00	\$0.00	\$4,371.00	74.40%	\$1,504.00
AA1-15	Rernove and Replace Service Lateral	LF	613.00	\$40.00	\$24,520.00	0.00	\$0.00	131.00	\$5,240.00	131.00	\$5,240.00	\$0.00	\$5,240.00	21.37%	\$19,280.00
AA1-16	CIPP Service Lateral	LF	1,837.00	\$105.00	\$192,885.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$192,885.00
AA1-17	Cleanout Assembly (As Detailed)	EA	25.00	\$420.00	\$10,500.00	0.00	\$0.00	11.00	\$4,620.00	11.00	\$4,620.00	\$0.00	\$4,620.00	44.00%	\$5,880.00
AA1-18	Point Repair (8' - 30' Depth)	EA	2.00	\$14,660.00	\$29,320.00	2.00	\$29,320.00	0.00	\$0.00	2.00	\$29,320.00	\$0.00	\$29,320.00	100.00%	\$0.00
AA1-19	Concrete Road Repair	SY	240.00	\$78.00	\$18,720.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,720.00
AA1-20	Asphalt Road Repair	SY	1,500.00	\$82.00	\$123,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$123,000.00
AA1-21	Maintenance of Traffic	LS	1.00	\$0.00	\$5,600.00	0.75	\$4,200.00	0.00	\$0.00	0.75	\$4,200.00	\$0.00	\$4,200.00	75.00%	\$1,400.00
AA1-22	Mobilization	LS	1.00	\$0.00	\$14,200.00	0.75	\$10,650.00	0.00	\$0.00	0.75	\$10,650.00	\$0.00	\$10,650.00	75.00%	\$3,550.00
AA1-23	Temporary Erosion Control	LS	1.00	\$0.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
AA1-24	Landscape Restoration	SF	3,065.00	\$0.60	\$1,839.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,839.00
AA1-25	CCTV Service Lateral	LF	2,450.00	\$8.50	\$20,825.00	1,444.00	\$12,274.00	0.00	\$0.00	1,444.00	\$12,274.00	\$0.00	\$12,274.00	58.94%	\$8,551.00
1-15	48-in Precast Manhole (0'-6') (Site 1)	EA	1.00	\$5,900.00	\$5,900.00	0.00	\$0.00	1.00	\$5,900.00	1.00	\$5,900.00	\$0.00	\$5,900.00	100.00%	\$0.00
1-16	6-in CIPP (Site 1)	LF	858.00	\$34.00	\$29,172.00	0.00	\$0.00	866.00	\$29,444.00	866.00	\$29,444.00	\$0.00	\$29,444.00	100.93%	\$-272.00
1-17	External Reinstatement of Service (Site 1)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
2-16	External Reinstatement of Service (Site 2)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
3-13A	External Reinstatement of Service (Site 3)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
4-15	48-in Precast Manhole (6'-8') (Site 4)	EA	1.00	\$7,304.00	\$7,304.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,304.00
4-16	10-in CIPP (Site 4)	LF	114.00	\$31.00	\$3,534.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,534.00
4-17	15-in CIPP (Site 4)	LF	31.00	\$87.00	\$2,697.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,697.00
4-18	External Reinstatement of Service (Site 4)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #8
Application Date : 01/30/20
Period From: 12/23/19
Period To: 01/26/20
External Contract No.:

Invoice # : S19015-08

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

A B C D E F						G H		I J		K L M N O P					
CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
5-10	Manhole Rehabilitation (Site 5)	VF	0.00	\$235.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
5-11	External Reinstatement of Service (Site 5)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
7-14	Point Repair (8-ft û 30-ft Depth) (Site 7)	EA	5.00	\$14,660.00	\$73,300.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$73,300.00
7-15	External Reinstatement of Service (Site 7)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-26	Point Repair (8-ft û 30-ft Depth) (Site 1A)	EA	2.00	\$14,660.00	\$29,320.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$29,320.00
AA1-27	External Reinstatement of Service (Site 1A)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-28	CCTV Mains (Site 2A)	LF	841.30	\$3.35	\$2,818.36	0.00	\$0.00	992.50	\$3,324.88	992.50	\$3,324.88	\$0.00	\$3,324.88	117.97%	\$-506.52
AA1-29	CCTV Mains (Site 3A)	LF	238.20	\$3.35	\$797.97	0.00	\$0.00	238.20	\$797.97	238.20	\$797.97	\$0.00	\$797.97	100.00%	\$0.00
AA1-30	CCTV Mains (Site 4A)	LF	415.60	\$3.35	\$1,392.26	0.00	\$0.00	436.40	\$1,461.94	436.40	\$1,461.94	\$0.00	\$1,461.94	105.00%	\$-69.68
AA1-31	CCTV Mains (Site 5A)	LF	429.30	\$3.35	\$1,438.16	0.00	\$0.00	429.30	\$1,438.16	429.30	\$1,438.16	\$0.00	\$1,438.16	100.00%	\$0.00
AA1-32	External Reinstatement of Service (Site 6A)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-33	External Reinstatement of Service (Site 7A)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
8-1	30-in CIPP	LF	245.00	\$320.00	\$78,400.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$78,400.00
8-2	Clean and CCTV 30-in	LF	245.00	\$18.00	\$4,410.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,410.00
8-3	Bypass (RR)	LS	1.00	\$20,100.00	\$20,100.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,100.00
8-4	Railroad Permit	LS	1.00	\$22,000.00	\$22,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$22,000.00
8-5	Mobilization (RR)	LS	1.00	\$8,700.00	\$8,700.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,700.00
Grand Totals					\$3,755,876.25		\$1,770,924.30		\$249,206.95		\$2,020,131.25	\$0.00	\$2,020,131.25	53.79%	\$1,735,745.00



Engineering Progress

January 30, 2020

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

Attn: Lamar Rutland, P.E.

Re: Comprehensive Sewer/Water Improvements – Phase VIII
Camp Street Area
City of Hattiesburg

Dear Lamar:

Enclosed please find Pay Estimate No. 17 for the above referenced project in the amount of \$149,975.27.

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

Sincerely,

John T. Weeks, P.E.
Project Engineer

/md

Enclosure

cc: C.B. Developers
SDW

093695.7220.70
MB 2018-108

RECEIVED
1/31/20

LA

545 days

445 days

Contractor's Application For Payment No. 17

Application Period: Beginning: 12/1/2019 Ending: 12/31/2019		Application Date: 17-Jan-20
To (Owner): CITY OF HATTIESBURG	From (Contractor): C.B. DEVELOPERS, INC.	Via (Engineer): SHOWS, DEARMAN & WAITS, INC.
Project: COMPREHENSIVE SEWER/WATER PHASE 8	Contract:	
Owner's Contract No.: Not Applicable	Contractor's Project No.:	Engineer's Project No.:

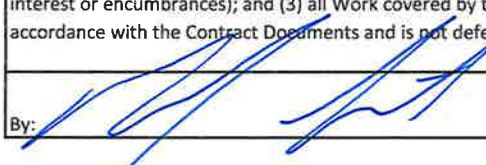
Change Order Summary

Approved Change Orders

Number	Additions	Deductions
SA No. 1	54779.07	
TOTALS	\$ 54,779.07	\$ -
NET CHANGE BY CHANGE ORDERS	\$	54,779.07

CONTRACTOR'S CERTIFICATION

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

By:  Date: 1/17/2020

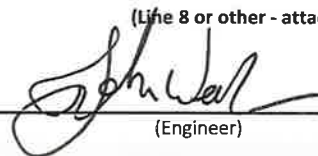
1. ORIGINAL CONTRACT PRICE	\$ 3,721,611.76
2. Net change by Change Orders	\$ 54,779.07
3. CURRENT CONTRACT PRICE (LINE 1 + 2)	\$ 3,776,390.83
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimates)	\$ 3,542,791.97
5. RETAINAGE:	
a. 2.5 % x Work Completed	\$ 88,558.37
b. 5.0% x Stored Material	\$ -
c. Total Retainage (line 5a + line 5b)	\$ 88,558.37
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$ 3,454,233.60
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 3,304,258.33
8. AMOUNT DUE THIS APPLICATION	\$ 149,975.27
9. BALANCE TO FINISH, PLUS RETAINAGE	
(Column G on Progress Estimate + Line 5 above)	\$ 322,157.23

Payment of:

\$149,975.27

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

Is recommended by:


(Engineer)

1/30/20
(Date)

Payment of:

\$149,975.27

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

Is approved by:

(Owner)

(Date)

Is approved by:

(Owner)

(Date)

Approved by:

(Funding Agency, if applicable)

(Date)

Progress Estimate

Contractor's Application

For (contract):		COMPREHENSIVE SEWER/WATER PHASE 8			Application Number:		17				
Application Period:		12/1/2019 TO 12/31/2019			Application Date:		17-Jan-20				
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (F)	(B)
	CAMP STREET AREA SEWER PIPE ITEMS										
1	8" SDR-26 PVC SEWER PIPE (0-6')	2109.0	\$ 48.54	\$ 102,370.86	2172.18	\$ 105,437.62	\$ -	\$ 105,437.62	103%	\$ (3,066.76)	
2	8" SDR-26 PVC SEWER PIPE (6'-8')	5576.0	\$ 50.96	\$ 284,152.96	6026.49	\$ 307,109.93	\$ -	\$ 307,109.93	108%	\$ (22,956.97)	
3	8" SDR-26 PVC SEWER PIPE (8'-10')	2961.0	\$ 53.38	\$ 158,058.18	3193.55	\$ 170,471.70	\$ -	\$ 170,471.70	108%	\$ (12,413.52)	
4	8" SDR-26 PVC SEWER PIPE (10'-12')	863.0	\$ 55.81	\$ 48,164.03	788.78	\$ 44,021.81	\$ -	\$ 44,021.81	91%	\$ 4,142.22	
5	8" SDR-26 PVC SEWER PIPE (12'-14')	249.0	\$ 59.44	\$ 14,800.56	106.00	\$ 6,300.64	\$ -	\$ 6,300.64	43%	\$ 8,499.92	
6	10" SDR-26 PVC SEWER PIPE (0-6')	25.0	\$ 51.64	\$ 1,291.00		\$ -	\$ 176.00	\$ 176.00	14%	\$ 1,115.00	
7	10" SDR-26 PVC SEWER PIPE (6'-8')	351.0	\$ 54.06	\$ 18,975.06	429.00	\$ 23,191.74	\$ -	\$ 23,191.74	122%	\$ (4,216.68)	
8	10" SDR-26 PVC SEWER PIPE (8'-10')	325.0	\$ 56.48	\$ 18,356.00	354.29	\$ 20,010.30	\$ -	\$ 20,010.30	109%	\$ (1,654.30)	
9	10" SDR-26 PVC SEWER PIPE (10'-12')	239.0	\$ 58.91	\$ 14,079.49	341.71	\$ 20,130.14	\$ -	\$ 20,130.14	143%	\$ (6,050.65)	
10	10" SDR-26 PVC SEWER PIPE (12'-14')	130.0	\$ 62.54	\$ 8,130.20	134.00	\$ 8,380.36	\$ -	\$ 8,380.36	103%	\$ (250.16)	
11	10" SDR-26 PVC SEWER PIPE (14'-16')	67.0	\$ 78.28	\$ 5,244.76	64.00	\$ 5,009.92	\$ -	\$ 5,009.92	96%	\$ 234.84	
12	8" DUCTILE IRON SEWER PIPE (0-6')	384.0	\$ 79.57	\$ 30,554.88	374.00	\$ 29,759.18	\$ 281.20	\$ 30,040.38	98%	\$ 514.50	
13	8" DUCTILE IRON SEWER PIPE (6'-8')	20.0	\$ 89.26	\$ 1,785.20	50.00	\$ 4,463.00	\$ -	\$ 4,463.00	250%	\$ (2,677.80)	
14	10" DUCTILE IRON SEWER PIPE (0-6')	25.0	\$ 105.96	\$ 2,649.00	38.00	\$ 4,026.48	\$ -	\$ 4,026.48	152%	\$ (1,377.48)	
15	10" DUCTILE IRON SEWER PIPE (6'-8')	30.0	\$ 109.59	\$ 3,287.70		\$ -	\$ -	\$ -		\$ 3,287.70	
16	REMOVAL OF EXISTING SEWER LINE	10650.0	\$ 3.63	\$ 38,659.50	12382.00	\$ 44,946.66	\$ -	\$ 44,946.66	116%	\$ (6,287.16)	
17	ABANDONMENT OF EXISTING SEWER LINE (ALL SIZES)	3220.0	\$ 6.67	\$ 21,477.40		\$ -	\$ -	\$ -		\$ 21,477.40	
18	TRACER WIRE SYSTEM FOR SEWER	19153.0	\$ 1.44	\$ 27,580.32	18859.86	\$ 27,158.20	\$ -	\$ 27,158.20	98%	\$ 422.12	
	SEWER MANHOLE ITEMS										
19	48" PRECAST CONCRETE SEWER MANHOLE (0-6)	6.0	\$ 2,339.80	\$ 14,038.80	19.00	\$ 44,456.20	\$ -	\$ 44,456.20	317%	\$ (30,417.40)	
20	48" PRECAST CONCRETE SEWER MANHOLE (6-8)	32.0	\$ 3,040.17	\$ 97,285.44	32.00	\$ 97,285.44	\$ -	\$ 97,285.44	100%	\$ -	
21	48" PRECAST CONCRETE SEWER MANHOLE (8-10)	8.0	\$ 3,491.71	\$ 27,933.68	9.00	\$ 31,425.39	\$ -	\$ 31,425.39	113%	\$ (3,491.71)	
22	48" PRECAST CONCRETE SEWER MANHOLE (10-12)	1.0	\$ 4,051.04	\$ 4,051.04	1.00	\$ 4,051.04	\$ -	\$ 4,051.04	100%	\$ -	
	TOTALS			\$ 942,926.06		\$ 997,635.74	\$ 437.20	\$ 998,092.94		\$ (55,166.88)	

EICDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate

Contractor's Application

For (contract):	COMPREHENSIVE SEWER/WATER PHASE 8				Application Number:		17				
Application Period:	12/1/2019		TO	12/31/2019		Application Date:		17-Jan-20			
	A			B	C	D	E	F		G	
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (F)	
	Subtotal from Previous Page			\$ 942,926.06		\$ 997,635.74	\$ 457.20	\$ 998,092.94		\$ (55,166.88)	
23	48" PRECAST CONCRETE SEWER MANHOLE (12-14)	3.0	\$ 4,025.31	\$ 12,075.93	2.00	\$ 8,050.62	\$ -	\$ 8,050.62	67%	\$ 4,025.31	
24	48" PRECAST CONCRETE SEWER MANHOLE (0-6) (FLAT TOP)	3.0	\$ 3,553.84	\$ 10,661.52	1.00	\$ 3,553.84	\$ -	\$ 3,553.84	33%	\$ 7,107.68	
25	60" PRECAST CONCRETE SEWER MANHOLE (0-6)	1.0	\$ 4,502.46	\$ 4,502.46		\$ -	\$ -	\$ -		\$ 4,502.46	
26	60" PRECAST CONCRETE SEWER MANHOLE (6-8)	1.0	\$ 5,058.41	\$ 5,058.41	1.00	\$ 5,058.41	\$ -	\$ 5,058.41	100%	\$ -	
27	60" PRECAST CONCRETE SEWER MANHOLE (8-10)	1.0	\$ 5,419.09	\$ 5,419.09	1.00	\$ 5,419.09	\$ -	\$ 5,419.09	100%	\$ -	
28	60" PRECAST CONCRETE SEWER MANHOLE (10-12)	1.0	\$ 6,342.23	\$ 6,342.23	1.00	\$ 6,342.23	\$ -	\$ 6,342.23	100%	\$ -	
29	60" PRECAST CONCRETE SEWER MANHOLE (6-8) (DOGHOUSE)	2.0	\$ 6,620.27	\$ 13,240.54		\$ -	\$ -	\$ -		\$ 13,240.54	
30	72" PRECAST CONCRETE SPLITTER SEWER MANHOLE (10-12) (D	1.0	\$ 9,100.91	\$ 9,100.91		\$ -	\$ -	\$ -		\$ 9,100.91	
31	DEMOLITION AND REMOVAL OF EXISTING MANHOLES (ALL TY	35.0	\$ 302.70	\$ 10,594.50	45.00	\$ 13,621.50	\$ -	\$ 13,621.50	129%	\$ (3,027.00)	
32	ABANDONMENT OF EXISTING MANHOLE	12.0	\$ 393.51	\$ 4,722.12	3.00	\$ 1,180.53	\$ -	\$ 1,180.53	25%	\$ 3,541.59	
33	DROP MANHOLE ASSEMBLY (ALL DEPTHS)	1.0	\$ 2,674.73	\$ 2,674.73		\$ -	\$ -	\$ -		\$ 2,674.73	
	SEWER SERVICE ITEMS										
34	4" SANITARY SEWER SERVICE CLEANOUT	231.0	\$ 375.31	\$ 86,696.61	230.00	\$ 86,321.30	\$ -	\$ 86,321.30	100%	\$ 375.31	
35	4" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	316.0	\$ 39.97	\$ 12,630.52	756.00	\$ 30,217.32	\$ -	\$ 30,217.32	239%	\$ (17,586.80)	
36	6" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	3792.0	\$ 27.33	\$ 103,635.36	3,929.00	\$ 107,379.57	\$ -	\$ 107,379.57	104%	\$ (3,744.21)	
37	8"x8"x6" PVC SERVICE TEE	203.0	\$ 191.79	\$ 38,933.37	209.00	\$ 40,084.11	\$ -	\$ 40,084.11	103%	\$ (1,150.74)	
38	10"x10"x6" PVC SERVICE TEE	20.0	\$ 417.00	\$ 8,340.00	19.00	\$ 7,923.00	\$ -	\$ 7,923.00	95%	\$ 417.00	
39	8"x8"x6" DUCTILE IRON SERVICE TEE	5.0	\$ 825.41	\$ 4,127.05	3.00	\$ 2,476.23	\$ -	\$ 2,476.23	60%	\$ 1,650.82	
	WATER PIPE ITEMS										
40	2" & UNDER 150 PSI PVC WATER PIPE FOR CONNECTIONS (OPE	40.0	\$ 13.39	\$ 535.60		\$ -	\$ -	\$ -		\$ 535.60	
41	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	8340.0	\$ 26.87	\$ 224,095.80	7,899.00	\$ 212,246.13	\$ -	\$ 212,246.13	95%	\$ 11,849.67	
42	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	4680.0	\$ 32.38	\$ 151,538.40	5,354.00	\$ 173,362.52	\$ -	\$ 173,362.52	114%	\$ (21,824.12)	
43	8" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FT	500.0	\$ 52.33	\$ 26,165.00	1,200.00	\$ 62,796.00	\$ -	\$ 62,796.00	240%	\$ (36,631.00)	
44	10" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER F	360.0	\$ 67.53	\$ 24,310.80	200.00	\$ 13,506.00	\$ -	\$ 13,506.00	56%	\$ 10,804.80	
45	TRACER WIRE SYSTEM FOR WATER	22864.0	\$ 1.33	\$ 30,409.12	19,447.50	\$ 25,865.18	\$ -	\$ 25,865.18	85%	\$ 4,543.95	
	TOTALS			\$ 1,738,736.13		\$ 1,803,039.32	\$ 437.20	\$ 1,803,496.52		\$ (64,760.39)	

EJCDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate

Contractor's Application

For (contract):	COMPREHENSIVE SEWER/WATER PHASE 8				Application Number:	17				
Application Period:	12/1/2019	TO	12/31/2019		Application Date:	17-Jan-20				
Pay Item	A Item Description	Bid Quantity	Unit Price	B Bid Value	C Estimated Quantity Installed	D Value	E Materials Stored (not in C)	F Total Completed and Stored to Date (D + E)	% (F)	G Balance to Finish (B - F)
	Subtotal from Previous Page			\$ 1,738,736.13		\$ 1,803,039.32	\$ 457.20	\$ 1,803,496.52		\$ (64,760.39)
	WATER CONNECTION ITEMS									
46	CUT AND CAP EXISTING WATER LINE IN PLACE	6.0	\$ 644.87	\$ 3,869.22	2.00	\$ 1,289.74	\$ -	\$ 1,289.74	33%	\$ 2,579.48
47	CONNECTION: PROPOSED 6" TO EXISTING 2" (STRAIGHT-REDUCED)	1.0	\$ 1,038.87	\$ 1,038.87		\$ -	\$ -	\$ -		\$ 1,038.87
48	CONNECTION: PROPOSED 6" TO EXISTING 6" (STRAIGHT-COUPLER)	2.0	\$ 1,006.18	\$ 2,012.36	2.00	\$ 2,012.36	\$ -	\$ 2,012.36	100%	\$ -
49	CONNECTION: PROPOSED 6" TO EXISTING 6" (TEE & OTHER FITTING)	3.0	\$ 1,549.82	\$ 4,649.46	2.00	\$ 3,099.64	\$ -	\$ 3,099.64	67%	\$ 1,549.82
50	CONNECTION: PROPOSED 6" TO EXISTING 6" (HOT TAP w/ VALVE)	8.0	\$ 3,500.42	\$ 28,003.36	12.00	\$ 42,005.04	\$ -	\$ 42,005.04	150%	\$ (14,001.68)
51	CONNECTION: PROPOSED 6" TO EXISTING 12" (HOT TAP w/ VALVE)	2.0	\$ 4,419.42	\$ 8,838.84	2.00	\$ 8,838.84	\$ -	\$ 8,838.84	100%	\$ -
52	CONNECTION: PROPOSED 6" TO PROPOSED 6" (TEE & OTHER FITTING)	1.0	\$ 934.74	\$ 934.74	1.00	\$ 934.74	\$ -	\$ 934.74	100%	\$ -
53	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER FITTING)	11.0	\$ 1,657.59	\$ 18,233.49	7.00	\$ 11,603.13	\$ -	\$ 11,603.13	64%	\$ 6,630.36
54	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ VALVE)	1.0	\$ 4,269.28	\$ 4,269.28	2.00	\$ 8,538.56	\$ -	\$ 8,538.56	200%	\$ (4,269.28)
55	CONNECTION: PROPOSED 8" TO EXISTING 8" (HOT TAP w/ VALVE)	1.0	\$ 4,881.95	\$ 4,881.95	1.00	\$ 4,881.95	\$ -	\$ 4,881.95	100%	\$ -
56	CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ VALVE)	3.0	\$ 6,336.12	\$ 19,008.36	4.00	\$ 25,344.48	\$ -	\$ 25,344.48	133%	\$ (6,336.12)
57	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & OTHER FITTING)	5.0	\$ 1,129.68	\$ 5,648.40	6.00	\$ 6,778.08	\$ -	\$ 6,778.08	120%	\$ (1,129.68)
58	CONNECTION: PROPOSED 8" TO PROPOSED 8" (TEE & OTHER FITTING)	3.0	\$ 1,145.42	\$ 3,436.26	3.00	\$ 3,436.26	\$ -	\$ 3,436.26	100%	\$ -
	WATER VALVE ITEMS									
59	6" GATE VALVE	27.0	\$ 870.57	\$ 23,505.39	25.00	\$ 21,764.25	\$ -	\$ 21,764.25	93%	\$ 1,741.14
60	8" GATE VALVE	22.0	\$ 1,162.37	\$ 25,572.14	22.00	\$ 25,572.14	\$ -	\$ 25,572.14	100%	\$ -
	WATER FIRE PROTECTION ITEMS									
61	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL TEE, VALVE, ETC.)	16.0	\$ 3,703.84	\$ 59,261.44	22.00	\$ 81,484.48	\$ -	\$ 81,484.48	138%	\$ (22,223.04)
62	REMOVAL OF EXISTING FIRE HYDRANT	9.0	\$ 787.02	\$ 7,083.18		\$ -	\$ -	\$ -		\$ 7,083.18
	WATER SERVICE ITEMS									
63	SERVICE TAP (3/4") (INCL, TAPPING SADDLE, CORP STOP, ETC.)	242.0	\$ 412.88	\$ 99,916.96	192.00	\$ 79,272.96	\$ -	\$ 79,272.96	79%	\$ 20,644.00
64	SERVICE TAP (1") (INCL, TAPPING SADDLE, CORP STOP, ETC.)	33.0	\$ 760.38	\$ 25,092.54	14.00	\$ 10,645.32	\$ -	\$ 10,645.32	42%	\$ 14,447.22
65	SERVICE TUBING (OPEN CUT) (3/4")	1985.0	\$ 6.28	\$ 12,465.80	945.50	\$ 5,937.74	\$ -	\$ 5,937.74	48%	\$ 6,528.06
66	SERVICE TUBING (OPEN CUT) (1")	400.0	\$ 6.41	\$ 2,564.00	105.00	\$ 673.05	\$ -	\$ 673.05	26%	\$ 1,890.95
	TOTALS			\$ 2,099,022.17		\$ 2,147,152.08	\$ 457.20	\$ 2,147,609.28		\$ (48,587.11)

EJCDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate

Contractor's Application

For (contract):	COMPREHENSIVE SEWER/WATER PHASE 8				Application Number:	17				
Application Period:	12/1/2019	TO	12/31/2019		Application Date:	17-Jan-20				
	A	Bid	Quantity	Unit Price	B	C	D	E	F	G
Pay Item	Item Description				Bid Value	Estimated Quantity (Materials)	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)
	Subtotal from Previous Page				\$ 2,099,022.17		\$ 2,147,152.08	\$ 457.20	\$ 2,147,609.28	
67	SERVICE TUBING (BORED) (3/4")	4080.0	\$ 9.92	\$	40,473.60	5,113.00	\$ 50,720.96	\$ -	\$ 50,720.96	125%
68	SERVICE TUBING (BORED) (1")	400.0	\$ 10.04	\$	4,016.00	124.00	\$ 1,244.96	\$ -	\$ 1,244.96	31%
69	WATER SERVICE METER (3/4")	13.0	\$ 440.65	\$	5,728.45	13.00	\$ 5,728.45	\$ -	\$ 5,728.45	100%
70	WATER SERVICE METER (1")	2.0	\$ 652.32	\$	1,304.64		\$ -	\$ -	\$ -	
	MISCELLANEOUS CONSTRUCTION ITEMS									
71	CRUSHED AGGREGATE (SIZE 825)	5097.0	\$ 49.58	\$	252,709.26	7910.73	\$ 392,213.99	\$ -	\$ 392,213.99	155%
72	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	23770.0	\$ 7.68	\$	182,553.60	23117.00	\$ 177,538.56	\$ -	\$ 177,538.56	97%
73	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	1062.0	\$ 65.38	\$	69,433.56	1280.70	\$ 83,732.17	\$ -	\$ 83,732.17	121%
74	HARDY STREET ROADWAY REPAIR (SPECIAL CONSTRUCTION)	50.0	\$ 332.97	\$	16,648.50	20.10	\$ 6,692.70	\$ -	\$ 6,692.70	40%
75	9.5 MM HOT MIX ASPHALT	1652.0	\$ 133.94	\$	221,268.88	1034.77	\$ 138,597.09	\$ -	\$ 138,597.09	63%
76	19 MM HOT MIX ASPHALT	1273.0	\$ 173.59	\$	220,980.07		\$ -	\$ -	\$ -	
77	CONCRETE SIDEWALK REPAIR (ALL DEPTHS)	55.0	\$ 66.59	\$	3,662.45	275.60	\$ 18,352.20	\$ -	\$ 18,352.20	501%
78	CONCRETE CURB & GUTTER (MATCH EXISTING TYPE)	370.0	\$ 96.86	\$	35,838.20	536.00	\$ 51,916.96	\$ -	\$ 51,916.96	145%
79	CONCRETE DITCH REPAIR	95.0	\$ 26.64	\$	2,530.80		\$ -	\$ -	\$ -	
80	CLASS "B" CONCRETE, MINOR STRUCTURES	10.0	\$ 1,816.20	\$	18,162.00	4.17	\$ 7,573.55	\$ -	\$ 7,573.55	42%
81	REINFORCING STEEL	478.0	\$ 4.18	\$	1,964.60	153.00	\$ 639.54	\$ -	\$ 639.54	33%
82	INLET GRATINGS	765.0	\$ 6.87	\$	5,255.55	127.00	\$ 872.49	\$ -	\$ 872.49	17%
83	INLET CASTINGS	79.0	\$ 6.20	\$	489.80		\$ -	\$ -	\$ -	
84	12" CORRUGATED HDPE PIPE (DUAL WALL)	64.0	\$ 25.55	\$	1,635.20	485.00	\$ 12,391.75	\$ -	\$ 12,391.75	758%
85	15" CORRUGATED HDPE PIPE (DUAL WALL)	20.0	\$ 40.48	\$	809.60	20.00	\$ 809.60	\$ -	\$ 809.60	100%
86	12" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	32.0	\$ 30.83	\$	986.56	26.00	\$ 801.56	\$ -	\$ 801.56	81%
87	15" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	370.0	\$ 27.85	\$	10,308.20	160.00	\$ 4,457.60	\$ -	\$ 4,457.60	43%
88	18" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	210.0	\$ 32.66	\$	6,858.60	203.00	\$ 6,629.98	\$ -	\$ 6,629.98	97%
89	18"x11" REINFORCED CONCRETE ARCH PIPE (CLASS 3) (PLASTIC)	76.0	\$ 50.08	\$	3,806.08	88.00	\$ 4,407.04	\$ -	\$ 4,407.04	116%
90	REMOVAL OF EXISTING PIPE CROSS DRAINS (ALL SIZES AND DEPTHS)	750.0	\$ 2.42	\$	1,815.00	697.00	\$ 1,686.74	\$ -	\$ 1,686.74	93%
	TOTALS				\$ 3,208,261.37		\$ 3,114,160.00	\$ 457.20	\$ 3,114,617.20	
										\$ 93,644.17

EKDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Contractor's Application

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Monthly Totals

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	TOTAL
	DESCRIPTION	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
	CAMP STREET AREA SEWER PIPE ITEMS																		
1	8" SDR-26 PVC SEWER PIPE (10'-6")			228.29	97.14	289	438	341	74.89		49	-15.14	239	159	272				2172.18
2	8" SDR-26 PVC SEWER PIPE (8'-8")			894.76	649.87	1073	103	203	364.11	50.55	1332	-51.8	259	409	740				6026.49
3	8" SDR-26 PVC SEWER PIPE (8'-10")		651	832.1	560.18	203	96	88	152	119.52	45	183.75		83	80				3193.55
4	8" SDR-26 PVC SEWER PIPE (10'-12")		178	269.85	108.68		152	3		35.93		-108.68		150					788.78
5	8" SDR-26 PVC SEWER PIPE (12'-14")				34.99							-34.99		106					106
6	10" SDR-26 PVC SEWER PIPE (10'-6")												48					-48	
7	10" SDR-26 PVC SEWER PIPE (6'-8")	5.36	94.64								128		70	153				-22	429
8	10" SDR-26 PVC SEWER PIPE (8'-10")	147.29	75										50	62				20	354.29
9	10" SDR-26 PVC SEWER PIPE (10'-12")	207.35	36.36										33	48				17	341.71
10	10" SDR-26 PVC SEWER PIPE (12'-14")													101				33	134
11	10" SDR-26 PVC SEWER PIPE (14'-16")													76				-12	64
12	8" DUCTILE IRON SEWER PIPE (10'-6")			18				181	36	146		19		12				-38	374
13	8" DUCTILE IRON SEWER PIPE (6'-8")													38				12	50
14	10" DUCTILE IRON SEWER PIPE (10'-6")																	38	38
15	10" DUCTILE IRON SEWER PIPE (6'-8")																		
16	REMOVAL OF EXISTING SEWER LINE	360	1035	1809	768	1565	789	816	591	352	913	724	699	869	1092				12382
17	ABANDONMENT OF EXISTING SEWER LINE (ALL SIZES)																		
18	TRACER WIRE SYSTEM FOR SEWER	420	1146	2647	2145.86	1908	1089	1008	783	404	2018	1010	864	1564	1768	85			18859.86
	SEWER MANHOLE ITEMS																		
19	48" PRECAST CONCRETE SEWER MANHOLE (10-6)			1	1	2	1	3	2		2	1		3		2		1	19
20	48" PRECAST CONCRETE SEWER MANHOLE (6-8)			5	1	5	1			1		1	3	3	5				32
21	48" PRECAST CONCRETE SEWER MANHOLE (8-10)		2	2	2		1				7	1		1					9
22	48" PRECAST CONCRETE SEWER MANHOLE (10-12)		1																1

Monthly Totals

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	TOTAL
	DESCRIPTION	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
23	48" PRECAST CONCRETE SEWER MANHOLE (12-14)												1	1					2
24	48" PRECAST CONCRETE SEWER MANHOLE (0-6) (FLAT TOP)							1											1
25	60" PRECAST CONCRETE SEWER MANHOLE (0-6)																		
26	60" PRECAST CONCRETE SEWER MANHOLE (6-8)	1																	1
27	60" PRECAST CONCRETE SEWER MANHOLE (8-10)											1							1
28	60" PRECAST CONCRETE SEWER MANHOLE (10-12)		1																1
29	60" PRECAST CONCRETE SEWER MANHOLE (8-8) (DOGHOUSE)																		
30	72" PRECAST CONCRETE SPLITTER SEWER MANHOLE (10-12) (DOGHOUSE)																		
31	DEMOLITION AND REMOVAL OF EXISTING MANHOLES (ALL TYPES)		5	8	4	3	1	3	1	1	4	5	1	5	4				45
32	ABANDONMENT OF EXISTING MANHOLE																3		3
33	DROP MANHOLE ASSEMBLY (ALL DEPTHS)																		
SEWER SERVICE ITEMS																			
34	4" SANITARY SEWER SERVICE CLEANOUT	3	4	23	31	22	15	13	14	4	20	14	16	17	25	7		2	230
35	4" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	2	1	110	52						126			85	194	151		35	756
36	6" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	60	185	422	543	343	300	192	192	52	338	356	165	167	482	111		21	3929
37	8"x8"x6" PVC SERVICE TEE		7	23	30	21	15	11	13	3	19	16	13	12	22	2		2	209
38	10"x10"x6" PVC SERVICE TEE	5	2								1		3	8					19
39	8"x8"x6" DUCTILE IRON SERVICE TEE							2		1									3
WATER PIPE ITEMS																			
40	2" & UNDER 150 PSI PVC WATER PIPE FOR CONNECTIONS (OPEN CUT)																		
41	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)			431				743	2879	1482	1143	60	667	118	82	279		15	7899
42	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)			1328	80		1616	835		31	431	537	318	104	14	60			5354
43	8" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)										1040			160					1200
44	10" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)												200						200
45	TRACER WIRE SYSTEM FOR WATER			1779			1636	1800	3223.5	1644	2726	668	1540	726	1856	1658	176	15	19447.5

Monthly Totals

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	TOTAL
	DESCRIPTION	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
	WATER CONNECTION ITEMS																		
46	CUT AND CAP EXISTING WATER LINE IN PLACE																2		2
47	CONNECTION: PROPOSED 6" TO EXISTING 2" (STRAIGHT-REDUCER AND COUPLING)																		
48	CONNECTION: PROPOSED 6" TO EXISTING 6" (STRAIGHT-COUPLING)															2			2
49	CONNECTION: PROPOSED 6" TO EXISTING 6" (TEE & OTHER FITTINGS)							2											2
50	CONNECTION: PROPOSED 6" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)								1		2	2	2		3	2			12
51	CONNECTION: PROPOSED 6" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)													1		1			2
52	CONNECTION: PROPOSED 6" TO PROPOSED 6" (TEE & OTHER FITTINGS)								1										1
53	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER FITTINGS)						7												7
54	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)															2			2
55	CONNECTION: PROPOSED 8" TO EXISTING 8" (HOT TAP w/ VALVE ASSEMBLY)						1												1
56	CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)						2												4
57	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & OTHER FITTINGS)			3				1		1	1			1	1				6
58	CONNECTION: PROPOSED 8" TO PROPOSED 8" (TEE & OTHER FITTINGS)			1			1				1								3
	WATER VALVE ITEMS																		
59	6" GATE VALVE			3			7	3	3	3	3			2				1	25
60	8" GATE VALVE			8			7	2	2	2	2			1					22
	WATER FIRE PROTECTION ITEMS																		
61	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL. TEE, VALVE, HYDRANT, BRASS TAG, PIPE, & OTHER FITTINGS)			2			2	3	4	2	3	1		3		2			22
62	REMOVAL OF EXISTING FIRE HYDRANT																		
	WATER SERVICE ITEMS																		
63	SERVICE TAP (1/4") (INCL. TAPPING SADDLE, CORP STOP, ETC.)						1	16	22	9	6	6	13	11	44	41	7	16	192
64	SERVICE TAP (1") (INCL. TAPPING SADDLE, CORP STOP, ETC.)								6	2	3					3			14
65	SERVICE TUBING (OPEN CUT) (3/4")							192	252.5	85	55	61	41	45	12	29	56	117	945.5
66	SERVICE TUBING (OPEN CUT) (1")								52	26	27								105

Monthly Totals

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	TOTAL
	DESCRIPTION	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
67	SERVICE TUBING (BORED) (3/4")						10						314	269	1748	1446	120	1206	5113
68	SERVICE TUBING (BORED) (1")															124			124
69	WATER SERVICE METER (3/4")																13		13
70	WATER SERVICE METER (1")																		
	MISCELLANEOUS CONSTRUCTION ITEMS																		
71	CRUSHED AGGREGATE (SIZE #25)	68.35	583.34	631.67	373.08	399.2	784.08	673.23	431.96	647	699.38	555.21	425.27	468.8	611.52	218.61	99.18	240.85	7910.73
72	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	688	2108	2977	1514	1886	1840	780	928	414	2913	1204	1164	2554	1766	215	150	16	2311.7
73	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)					8						314.8	94.5	270.3			103	490.1	1280.7
74	HARDY STREET ROADWAY REPAIR (SPECIAL CONSTRUCTION)								20.1										20.1
75	9.5 MM HOT MIX ASPHALT																557.9	476.87	1034.77
76	19 MM HOT MIX ASPHALT																		
77	CONCRETE SIDEWALK REPAIR (ALL DEPTHS)					16						49.6	10.6	10.6			85.9	102.9	275.6
78	CONCRETE CURB & GUTTER (MATCH EXISTING TYPE)					5						152	37.5	4.5			148.5	188.5	536
79	CONCRETE DITCH REPAIR																		
80	CLASS "B" CONCRETE, MINOR STRUCTURES								1.71	0.88	1.58								4.17
81	REINFORCING STEEL								111	42									153
82	INLET GRATINGS									127									127
83	INLET CASTINGS																		
84	12" CORRUGATED HDPE PIPE (DUAL WALL)								20	125	56	136		16	92		40		485
85	15" CORRUGATED HDPE PIPE (DUAL WALL)												20						20
86	12" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)																	26	26
87	15" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)					24	32			32	48					26	24	-26	160
88	18" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)								19	120							64		203
89	18"x11" REINFORCED CONCRETE ARCH PIPE (CLASS 3) (PLASTIC GASKETS)									88									88
90	REMOVAL OF EXISTING PIPE CROSS DRAINS (ALL SIZES AND DEPTHS)					24	32		19	128	224	136	20			26	88		697

Monthly Totals

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	TOTAL
	DESCRIPTION	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
91	REMOVAL OF EXISTING CORRUGATED HDPE PIPE (ALL SIZES AND DEPTHS) AND RESET								20	149				16			40	-20	205
92	REMOVE, SALVAGE, AND RESET EXISTING WOOD FENCE								20										20
93	REMOVE, SALVAGE, AND RESET EXISTING NET WIRE FENCE																		
94	REMOVE, SALVAGE, AND RESET EXISTING CHAIN LINK FENCE																		
95	6" YELLOW THERMOPLASTIC DETAIL TRAFFIC STRIPE																		
96	LEGEND WHITE THERMOPLASTIC TRAFFIC MARKING (6" EQUIVALENT)																		
97	SOLID SOO (INCL SOO, TOP SOIL, FERTILIZER, WATERING, ETC.)																		
98	LANDSCAPE RESTORATION (INCL TOP SOIL, PLANTS, MULCH, WATERING, ETC.)																		
99	CLEARING AND GRUBBING			0.32	0.1	0.1	0.1	0.1	0.1	0.1	0.1								0.92
100	TEMPORARY EROSION CONTROL			0.2	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1							0.9
101	MAINTENANCE OF TRAFFIC	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1									0.9
102	MOBILIZATION	0.5			0.5														
C01	8" DR 17 POLY BORE											663							1
C01	12" SDI 26 PVC SEWER PIPE B-10											14							663
C01	48" PRECAST DOGHOUSE MANHOLE B-10																		14
C01	RCP CLASS II 24"																		



Engineering Progress

January 31, 2020

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

Attn: Lamar Rutland, P.E.

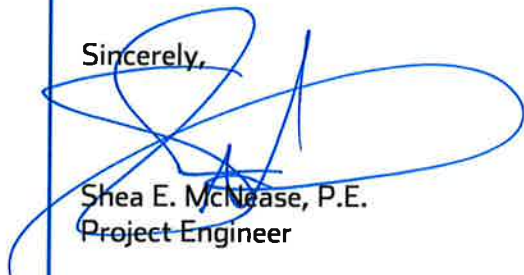
**RE: Tuscan Avenue & Penton Street Sewer Rehabilitation -
City of Hattiesburg**

Dear Mr. Rutland:

Enclosed please find Pay Estimate No. 4 (Final) in the amount of \$14,279.04 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

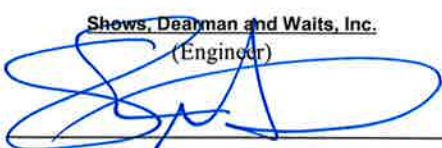
/sm

cc: Jay Bearden Construction
SDW files

093695-7220.68

MB 2019-103

RECEIVED
2/3/20

PERIODIC ESTIMATE FOR PARTIAL PAYMENT					
NAME OF PROJECT Tuscan Ave. & Penton Street Sewer Rehabilitation		PERIODIC ESTIMATE NUMBER 4 FINAL			
LOCATION OF PROJECT Hattiesburg, MS		ESTIMATE PERIOD 11/1/2019 to 11/30/2019			
NAME AND ADDRESS OF OWNER City of Hattiesburg 200 Forrest Street Hattiesburg, MS 39401		NAME AND ADDRESS OF CONTRACTOR Jay Bearden Construction, Inc. P.O. Box 180428 Richland, MS 39218			
SCHEDULE OF CONTRACT CHANGE ORDERS List every change order issued to date of this request even if no work has been done under on or more such orders.					
CONTRACT CHANGE ORDER				ADDITIONS TO CONTRACT PRICE AS SHOWN ON CHANGE ORDER (4)	DEDUCTIONS FROM CONTRACT PRICE AS SHOWN ON CHANGE ORDER (5)
NO (1)	DATE (2)				
TOTALS			\$0.00	\$0.00	
ANALYSIS OF ADJUSTED CONTRACT AMOUNT TO DATE					
(a)	ORIGINAL CONTRACT AMOUNT.....			\$	415,886.70
(b)	PLUS: ADDITIONS SCHEDULED IN COLUMN 4 ABOVE.....			\$	0.00
(c)	LESS: DEDUCTIONS SCHEDULED IN COLUMN 5 ABOVE.....			\$	0.00
(d)	ADJUSTED CONTRACT AMOUNT TO DATE.....			\$	415,886.70
ANALYSIS OF WORK PERFORMED TO DATE					
(a)	COST OF ORIGINAL CONTRACT WORK PERFORMED TO DATE.....			\$	249,617.59
(b)	EXTRA WORK PERFORMED TO DATE BY CHANGE ORDER.....			\$	0.00
(c)	TOTAL COST OF WORK PERFORMED TO DATE.....			\$	249,617.59
(d)	ADD: MATERIALS STORED AT CLOSE OF PERIOD.....			\$	0.00
(e)	SUBTOTAL OF (c) and (d).....			\$	249,617.59
(f)	LESS: RETAINAGE (0%).....			\$	0.00
(g)	SUBTOTAL OF (e) and (f).....			\$	249,617.59
(h)	LESS: AMOUNT OF PREVIOUS ESTIMATES.....			\$	235,338.55
(i)	AMOUNT DUE THIS ESTIMATE.....			\$	14,279.04
CERTIFICATE OF CONTRACTOR According to the best of my knowledge and belief, I certify that all items and amounts shown in this Periodic Estimate for Partial Payment are correct; that all work has been performed and/or duly authorized deviations, substitutions, alterations and/or additions; that the foregoing is a true and correct statement of the Contract account up to and including the last day of the period covered by the Periodic Estimate; and that no part of the "Amount Due This Estimate" has been received. <u>JAY BEARDEN CONSTRUCTION, INC.</u> (Contractor)			RECOMMENDATION OF ENGINEER This Periodic Estimate for Partial Payment covers all pay item work performed by the Contractor through the estimate period stated hereon. The undersigned recommends payment of the amount on line (i) above subject to the provisions of the Contract Documents covering the repair or replacement of all defective work, if any, that may be discovered prior to final payment or expiration of the general guaranty period. <u>Shows, Deelman and Waits, Inc.</u> (Engineer)		
By: <u>Keith Bearden</u>			By: 		
Title: <u>Vice President</u>			Title: <u>PROJECT ENGINEER</u>		
Date: <u>28-Jan-20</u>			Date: <u>2/3/20</u>		

CONTRACTOR: Jay Bearden Construction, Inc. PROJECT: Tuscan Ave. & Penton Street APPLICATION NO: 4 Final PERIOD: 11/01/19 TO 11/30/2019 CONTRACT BEGINNING DATE: 07/22/19 CONTRACT ENDING DATE: 10/30/19 COST BREAKDOWN Contract Days 100											
ITEM NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST	PREVIOUS APPLICATION QTY	PREVIOUS APPLICATION TOTAL COST	COMPLETED THIS MONTH QTY	COMPLETED THIS MONTH TOTAL COST	COMPLETED TO DATE QTY	COMPLETED TO DATE TOTAL COST
1	8" SDR 26 PVC Sewer Pipe (0-6)	252	LF	\$44.40	\$11,188.80	244.00	10,833.60	0.00	0.00	244.00	10,833.60
2	8" SDR 26 PVC Sewer Pipe (6-8)	252	LF	\$44.40	\$11,188.80	238.20	10,576.08	0.00	0.00	238.20	10,576.08
3	8" SDR 26 PVC Sewer Pipe (8-10)	911	LF	\$50.40	\$45,914.40	904.40	45,581.76	0.00	0.00	904.40	45,581.76
4	8" SDR 26 PVC Sewer Pipe (10-12)	335	LF	\$57.60	\$19,296.00	341.00	19,641.60	0.00	0.00	341.00	19,641.60
5	Removal of Existing Sewer Line	1750	LF	\$2.40	\$4,200.00	1727.00	4,144.80	0.00	0.00	1,727.00	4,144.80
6	Abandonment of Existing Sewer Line (All Sizes)	131	LF	\$3.60	\$471.60	131.00	471.60	0.00	0.00	131.00	471.60
7	Tracer Wire System for Sewer	1	LS	\$4,296.61	\$4,296.61	1.00	4,296.61	0.00	0.00	1.00	4,296.61
8	48" Precast Concrete Sewer Manhole (0'-6')	1	EA	\$2,621.00	\$2,621.00	1.00	2,621.00	0.00	0.00	1.00	2,621.00
9	48" Precast Concrete Sewer Manhole (8'-10')	1	EA	\$3,231.30	\$3,231.30	1.00	3,231.30	0.00	0.00	1.00	3,231.30
10	Demolition and Removal of Existing Manholes	3	EA	\$300.00	\$900.00	3.00	900.00	0.00	0.00	3.00	900.00
11	Drop Manhole Assembly (All Depths)	2	EA	\$595.18	\$1,190.36	1.00	595.18	0.00	0.00	1.00	595.18
12	4" Sanitary Sewer Service Cleanout	31	EA	\$250.86	\$7,776.66	19.00	4,766.34	0.00	0.00	19.00	4,766.34
13	4" SDR 26 PVC Pipe Sanitary Sewer Service	170	LF	\$13.50	\$2,295.00	0.00	0.00	40.00	540.00	40.00	540.00
14	6" SDR 26 PVC Pipe Sanitary Sewer Service	980	LF	\$14.80	\$14,504.00	507.00	7,503.60	0.00	0.00	507.00	7,503.60
15	8"x8"x6" PVC Service Tee	30	EA	\$128.76	\$3,862.80	19.00	2,446.44	0.00	0.00	19.00	2,446.44
16	Crushed Aggregate (Size 610)	1,070	Ton	\$54.60	\$58,422.00	790.47	43,159.66	0.00	0.00	790.47	43,159.66
17	Select Fill Material (Class 9, Group C), LVM	8,001	CY	\$11.20	\$89,611.20	2880.00	32,256.00	0.00	0.00	2,880.00	32,256.00
18	Concrete Pavement Repair (All Depths)	62	SY	\$65.00	\$4,030.00		0.00		0.00	0.00	0.00
19	Tuscan Avenue Roadway Repair	1382	Sy	\$50.40	\$69,652.80		0.00		0.00	0.00	0.00
20	9.5mm Hot Mix Asphalt	118	Ton	\$162.00	\$19,116.00	120.45	19,512.90	47.56	7,704.72	168.01	27,217.62
21	19mm Hot Mix Asphalt	59	Ton	\$162.00	\$9,558.00	30.39	4,923.18	0.00	0.00	30.39	4,923.18
22	Concrete Sidewalk Repair (All Depths)	75	SY	\$42.00	\$3,150.00	57.41	2,411.22	0.00	0.00	57.41	2,411.22
23	Concrete Curb & Gutter (Match Existing Type)	122	LF	\$24.00	\$2,928.00		0.00		0.00	0.00	0.00
24	6" Yellow Thermoplastic Detail Traffic Stripe	175	LF	\$1.20	\$210.00		0.00		0.00	0.00	0.00
25	Legend White Thermoplastic Traffic Marking (6")	722	LF	\$1.20	\$866.40		0.00		0.00	0.00	0.00
26	Solid Sod (Inc. Top Soil, Plants, Mulch, Water)	460	SY	\$8.00	\$3,680.00		0.00		0.00	0.00	0.00
27	Landscape Restoration	15	SF	\$15.00	\$225.00		0.00		0.00	0.00	0.00
28	Clearing and Grubbing	1	LS	\$1,800.00	\$1,800.00	1.00	1,800.00	0.00	0.00	1.00	1,800.00
29	Temporary Erosion Control	1	LS	\$1,200.00	\$1,200.00	1.00	1,200.00	0.00	0.00	1.00	1,200.00
30	Maintenance of Traffic	1	LS	\$3,000.00	\$3,000.00	1.00	3,000.00	0.00	0.00	1.00	3,000.00
31	Mobilization	1	LS	\$15,500.00	\$15,500.00	1.00	15,500.00	0.00	0.00	1.00	15,500.00
	Base Bid				\$415,886.73		241,372.87		8,244.72		249,617.59



Engineering Progress

February 10, 2020

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

Attn: Lamar Rutland, P.E.

**RE: Comprehensive Sewer Improvements Ph XII
City of Hattiesburg**

Dear Mr. Rutland:

Enclosed please find Pay Estimate No. 6 in the amount of \$165,391.11 for the above referenced project.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'K. Wallace', is written over the word 'Sincerely,'.

Kyle D. Wallace, P.E.
Project Engineer

/md

cc: DNA Underground, LLC
SDW files



ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

Application Period:	12/1/19 to 1/31/20
---------------------	--------------------

Application Date: 1/31/2020

City of Hattiesburg

From (Contractor):

(Owner):

DNA Underground LLC

Via (Engineer):**Project: Comprehensive Sewer Improvements - Phase****Contract:**

Owner's Contract No.:

Contractor's Project No.:

Engineer's Project

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY		
CHANGE ORDERS		

- | | | |
|--|----|----------------|
| 1. ORIGINAL CONTRACT PRICE..... | \$ | \$1,913,694.00 |
| 2. Net change by Change Orders..... | \$ | |
| 3. Current Contract Price (Line 1 ± 2)..... | \$ | \$1,913,694.00 |
| 4. TOTAL COMPLETED AND STORED TO DATE
(Column F total on Progress Estimates)..... | \$ | \$551,621.40 |
| 5. RETAINAGE: | | |
| a. 5% X \$551,621.40 Work Completed..... | \$ | \$27,581.07 |
| b. 5% X _____ Stored Material..... | \$ | |
| c. Total Retainage (Line 5.a + Line 5.b)..... | \$ | \$27,581.07 |
| 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... | \$ | \$524,040.33 |
| 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... | \$ | \$358,649.23 |
| 8. AMOUNT DUE THIS APPLICATION..... | \$ | \$165,391.11 |
| 9. BALANCE TO FINISH, PLUS RETAINAGE | | |
| (Column G total on Progress Estimates + Line 5.c above)..... | \$ | \$1,389,653.67 |

Contractor's Certification

I hereby certify that the labor and materials listed on this request for payment has been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location, and payment received from the last request for payment has been used to make payments to all first-tier subcontractors and suppliers except as listed below:

By: Michael J. Attia Date: 2/5/20

Date: 2/5/20

Subscribed and sworn to me this 5th day of February 1920

Notary Public: John Dodson

My Commission Expires: May 4, 2020

Notary Public for the State of Mississippi
KIMBERLY A. BARNES
NOTARY PUBLIC

(Owner) _____ (Date)

Funding or Financing Entity (if applicable)	(Date)

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): **Comprehensive Sewer Improvements - Phase XII**

Application Number: **6**

Application Period: **12/1/19 to 1/31/20**

Application Date: **31-Jan-20**

A					B		C	E	C	D	E	F		
Item		Contract Information												
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value	of Item (S)	Quantity Previous App	Value Previous	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored	Total Completed and Stored to Date (E+F+C)	% (H / B)	Balance to Finish (B - H)
	Sewer Pipe Items													
1	4" PVC Sewer Force Main (All Depths)(Open Cut)	40	LF	\$ 30.00	\$ 1,200.00			\$ -						\$ 1,200.00
2	6" PVC Sewer Force Main (All Depths)(Open Cut)	40	LF	\$ 32.00	\$ 1,280.00			-						\$ 1,280.00
3	8" SDR 26 PVC Sewer Pipe (0'-6")(Open Cut) and Carrier Pipe)	1152	LF	\$ 36.00	\$ 41,472.00		127	\$ 4,572.00				\$4,572.00	11.0%	\$ 36,900.00
4	8" SDR 26 PVC Sewer Pipe (6'-8")(Open Cut)	806	LF	\$ 38.00	\$ 30,628.00		1070.5	\$ 40,679.00				\$40,679.00	132.8%	\$ (10,051.00)
5	8" SDR 26 PVC Sewer Pipe (8'-10)(Open Cut)	202	LF	\$ 40.00	\$ 8,080.00		130	\$ 5,200.00				\$5,200.00	64.4%	\$ 2,880.00
6	8" SDR 26 PVC Sewer Pipe (10'-12)(Open Cut)	40	LF	\$ 50.00	\$ 2,000.00			-						\$ 2,000.00
7	8" SDR 26 PVC Sewer Pipe (12'-14)(Open Cut)	40	LF	\$ 70.00	\$ 2,800.00			-						\$ 2,800.00
8	8" SDR 26 PVC Sewer Pipe (14'-16)(Open Cut)	20	LF	\$ 80.00	\$ 1,600.00			-						\$ 1,600.00
9	8" SDR 26 PVC Sewer Pipe (16'-18)(Open Cut)	20	LF	\$ 100.00	\$ 2,000.00			-						\$ 2,000.00
10	8" SDR 26 PVC Sewer Pipe (18'-20)(Open Cut)	20	LF	\$ 120.00	\$ 2,400.00			-						\$ 2,400.00
11	8" SDR 26 PVC Sewer Pipe (20'-22)(Open Cut)	20	LF	\$ 150.00	\$ 3,000.00			-						\$ 3,000.00
12	8" SDR 26 PVC Sewer Pipe (All Depths)(Bored)(No Casting)	120	LF	\$ 80.00	\$ 9,600.00			-						\$ 9,600.00
13	10" SDR 26 PVC Sewer Pipe (10'-12)(Open Cut)	20	LF	\$ 80.00	\$ 1,600.00		20	\$ 1,600.00				\$1,600.00	100.0%	\$ -
14	12" SDR 26 PVC Sewer Pipe (10'-12)(Open Cut)	20	LF	\$ 85.00	\$ 1,700.00		20	\$ 1,700.00				\$1,700.00	100.0%	\$ -
15	12" SDR 26 PVC Sewer Pipe (12'-14)(Open Cut)	40	LF	\$ 90.00	\$ 3,600.00			-						\$ 3,600.00
16	15" SDR 26 PVC Sewer Pipe (12'-14)(Open Cut)	20	LF	\$ 120.00	\$ 2,400.00			-						\$ 2,400.00
17	18" PS115 PVC Sewer Pipe (0'-6)(Open Cut and Carrier Pipe)	200	LF	\$ 48.00	\$ 9,600.00			-						\$ 9,600.00
18	18" PS115 PVC Sewer Pipe (8'-10)(Open Cut)	311	LF	\$ 58.00	\$ 18,038.00			-						\$ 18,038.00
19	18" PS115 PVC Sewer Pipe (10'-12)(Open Cut)	996	LF	\$ 62.00	\$ 61,752.00		417	\$ 25,854.00				\$25,854.00	41.9%	\$ 35,898.00
20	18" PS115 PVC Sewer Pipe (12'-14)(Open Cut)	848	LF	\$ 72.00	\$ 61,056.00		181	\$ 13,032.00				\$13,032.00	21.3%	\$ 48,024.00
21	18" PS115 PVC Sewer Pipe (14'-18)(Open Cut)	428	LF	\$ 82.00	\$ 35,096.00			-	299	\$24,518.00		\$24,518.00	69.9%	\$ 10,578.00
22	18" PS115 PVC Sewer Pipe (16'-18)(Open Cut)	737	LF	\$ 98.00	\$ 72,226.00			-						\$ 72,226.00
23	18" PS115 PVC Sewer Pipe (18'-20)(Open Cut)	636	LF	\$ 130.00	\$ 82,680.00			-						\$ 82,680.00
24	18" PS115 PVC Sewer Pipe (20'-22)(Open Cut)	20	LF	\$ 152.00	\$ 3,040.00			-						\$ 3,040.00
25	8" Ductile Iron Sewer Pipe (0'-6)(Open Cut)	240	LF	\$ 50.00	\$ 12,000.00		246	\$ 12,300.00				\$12,300.00	102.5%	\$ (300.00)
26	8" Ductile Iron Sewer Pipe (0'-6)(Open Cut-Encased in concrete)	160	LF	\$ 80.00	\$ 12,800.00		160	\$ 12,800.00				\$12,800.00	100.0%	\$ -
27	12" Steel Casing (0-25" WT)(All Depths)(Bored)	160	LF	\$ 205.00	\$ 32,800.00		127	\$ 26,035.00				\$26,035.00	79.4%	\$ 6,765.00

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Comprehensive Sewer Improvements - Phase XII

Application Number:

6

Application Period: 12/1/19 to 1/31/20

Application Date: 31-Jan-20

A			Contract Information			B		C	E	C	D	E	F		% (H / B)	Balance to Finish (B - H)
Bid Item No.	Item Description	Item Quantity	Units	Unit Price	Total Value	of Item (\$)	Quantity Previous App	Value Previous	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored	Total Completed and Stored to Date (E-F+G)				
28	24" Steel Casing (0.25" WT)/(All Depths)(Bored)	260	LF	\$ 285.00	\$ 74,100.00		598	\$ -	299	\$1,196.00		\$3,588.00			19.7%	\$ 74,100.00
29	Removal of Existing Sewer Line	4560	LF	\$ 4.00	\$ 18,240.00			\$ 2,392.00								\$ 14,652.00
30	Abandonment of Existing Sewer Line (All Sizes)	150	LS	\$ 10.00	\$ 1,500.00			\$ -								\$ 1,500.00
31	Tracer Wire System for Sewer	1	LS	\$ 5,800.00	\$ 5,800.00		0.195	\$ 1,131.00	0.043	\$249.40		\$1,380.40			23.8%	\$ 4,419.60
Sewer Manhole Items																
32	48" Precast Concrete Sewer Manhole (0'-6")	1	EA	\$ 4,000.00	\$ 4,000.00			\$ -								\$ 4,000.00
33	48" Precast Concrete Sewer Manhole (0'-6") (Flat Top)	1	EA	\$ 4,000.00	\$ 4,000.00		1	\$ 4,000.00				\$4,000.00			100.0%	\$ -
34	48" Precast Concrete Sewer Manhole (6'-8")	5	EA	\$ 4,500.00	\$ 22,500.00		5	\$ 22,500.00				\$22,500.00			100.0%	\$ -
35	48" Precast Concrete Sewer Manhole (6'-8") (Doghouse)	1	EA	\$ 5,000.00	\$ 5,000.00		1	\$ 5,000.00				\$5,000.00			100.0%	\$ -
36	60" Precast Concrete Sewer Manhole (10'-12")	6	EA	\$ 7,000.00	\$ 42,000.00		2	\$ 14,000.00				\$14,000.00			33.3%	\$ 28,000.00
37	60" Precast Concrete Sewer Manhole (12'-14")	2	EA	\$ 8,500.00	\$ 17,000.00		1	\$ 8,500.00				\$8,500.00			50.0%	\$ 8,500.00
38	60" Precast Concrete Sewer Manhole (14'-16")	3	EA	\$ 9,000.00	\$ 27,000.00			\$ -								\$ 27,000.00
39	60" Precast Concrete Sewer Manhole (16'-18")	2	EA	\$ 10,000.00	\$ 20,000.00			\$ -	1	\$10,000.00		\$10,000.00			50.0%	\$ 10,000.00
40	60" Precast Concrete Sewer Manhole (18'-20")	1	EA	\$ 11,800.00	\$ 11,800.00			\$ -								\$ 11,800.00
41	60" Precast Concrete Sewer Manhole (20'-22")	1	EA	\$ 12,500.00	\$ 12,500.00			\$ -								\$ 12,500.00
42	72" Precast Concrete Sewer Manhole (10'-12")	1	EA	\$ 10,000.00	\$ 10,000.00		1	\$ 10,000.00				\$10,000.00			100.0%	\$ -
43	72" Precast Concrete Sewer Manhole (16'-18")	1	EA	\$ 14,000.00	\$ 14,000.00			\$ -								\$ 14,000.00
44	Demolition and Removal of Existing Manhole (All Depths & Types)	18	EA	\$ 450.00	\$ 8,100.00		4	\$ 1,800.00	1	\$450.00		\$2,250.00			27.8%	\$ 5,850.00
45	Abandonment of Existing Manholes	1	EA	\$ 800.00	\$ 800.00			\$ -								\$ 800.00
46	Drop Manhole Assembly (All Depths)	10	EA	\$ 2,500.00	\$ 25,000.00		2	\$ 5,000.00	1	\$2,500.00		\$7,500.00			30.0%	\$ 17,500.00
Sewer Service Items																
47	4" Sanitary Sewer Service Cleanout (As Detailed)	80	EA	\$ 200.00	\$ 16,000.00		9	\$ 1,800.00	5	\$1,000.00		\$2,800.00			17.5%	\$ 13,200.00
48	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl. Fittings)(All Depths)	800	LF	\$ 12.00	\$ 9,600.00			\$ -								\$ 9,600.00
49	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl. Fittings)(All Depths)	1320	LF	\$ 12.00	\$ 15,840.00		205	\$ 2,460.00	159	\$1,908.00		\$4,368.00			27.6%	\$ 11,472.00
50	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl. Fittings)(Bored)	990	LF	\$ 32.00	\$ 31,680.00			\$ -								\$ 31,680.00
51	8"x8"x6" PVC Service Tee	21	EA	\$ 150.00	\$ 3,150.00		7	\$ 1,050.00				\$1,050.00			33.3%	\$ 2,100.00

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): **Comprehensive Sewer Improvements - Phase XII**

Application Number:

6

Application Period: **12/1/19 to 1/31/20**

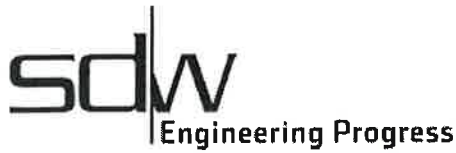
Application Date: **31-Jan-20**

Item		Contract Information													
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value	Quantity Previous App	Value Previous	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored	Total Completed and Stored to Date (E+F+G)	% (H / B)	Balance to Finish (B - H)		
52	6" Service Insert-a-tee (for 18" PS15 Sewer Lines)	61	EA	\$ 300.00	\$ 18,300.00	5	\$ 1,500.00	9	\$2,700.00		\$4,200.00	23.0%	\$ 14,100.00		
	Miscellaneous Construction Items														
53	Water Service Repair (Incl. Service Tubing, Fittings, Corp Stop, Curb Stop, Tapping Saddle, Etc.) (No Meter)(Match Existing Size)(as Directed on Oak Forest Dr Only)	34	EA	\$ 350.00	\$ 11,900.00	404.65	\$ -						\$ 11,900.00		
54	Crushed Aggregate (Size 610) for Trench Repair in Paved Areas	640	Ton	\$ 50.00	\$ 32,000.00	2934	\$ 20,232.50	354.61	\$17,730.50		\$37,965.00	118.6%	\$ (5,963.00)		
55	Select Fill Material (Class 9, Group C), LVM, for Trench Repair in Paved Areas	68200	CY	\$ 7.00	\$ 407,400.00		\$ 20,538.00	2272	\$15,904.00		\$36,442.00	8.9%	\$ 370,958.00		
56	Concrete Pavement Repair (All Depths)	380	SY	\$ 50.00	\$ 19,000.00		-						\$ 19,000.00		
57	9.5 mm Hot Mix Asphalt	460	Ton	\$ 180.00	\$ 82,800.00		-						\$ 82,800.00		
58	19mm Hot Mix Asphalt	430	Ton	\$ 180.00	\$ 77,400.00		-						\$ 77,400.00		
59	Concrete Sidewalk Repair (All Depths)	66	SY	\$ 50.00	\$ 2,800.00		-						\$ 2,800.00		
60	Concrete Curb & Gutter (Match Existing Type)	20	LF	\$ 25.00	\$ 500.00		-						\$ 500.00		
61	Class "B" Concrete, Minor Structures	2	CY	\$ 1,000.00	\$ 2,000.00		-						\$ 2,000.00		
62	Reinforcing Steel	76	LBS	\$ 2.00	\$ 152.00		-						\$ 152.00		
63	Inlet Castings	444	LBS	\$ 3.00	\$ 1,332.00		-						\$ 1,332.00		
64	12" Corrugated HDPE Pipe (Dual Wall)(Incl. Bedding)	352	LF	\$ 38.00	\$ 13,376.00		-						\$ 13,376.00		
65	15" Corrugated HDPE Pipe (Dual Wall)(Incl. Bedding)	8	LF	\$ 50.00	\$ 400.00		-						\$ 400.00		
66	18" Corrugated HDPE Pipe (Dual Wall)(Incl. Bedding)	8	LF	\$ 60.00	\$ 480.00		-						\$ 480.00		
67	15" Reinforced Concrete Pipe (Class III)(Rubber Gaskets)	16	LF	\$ 48.00	\$ 768.00		-						\$ 768.00		
68	18" Reinforced Concrete Pipe (Class III)(Rubber Gaskets)	8	LF	\$ 58.00	\$ 464.00		-						\$ 464.00		
69	24" Reinforced Concrete Pipe (Class III)(Rubber Gaskets)	32	LF	\$ 68.00	\$ 2,176.00		-						\$ 2,176.00		
70	15" Reinforced Concrete Pipe Flared End Section	1	EA	\$ 1,200.00	\$ 1,200.00		-						\$ 1,200.00		
71	Removal of Existing Pipe Drains (All Sizes and Depths)	230	LF	\$ 4.00	\$ 920.00		-						\$ 920.00		
72	Removal of Existing Corrugated HDPE Pipe (All Sizes and Depths) and Reset	432	LF	\$ 4.00	\$ 1,728.00		-						\$ 1,728.00		
73	Remove, Salvage and Reset Existing Wood Fence	40	LF	\$ 25.00	\$ 1,000.00		-						\$ 1,000.00		
74	Remove, Salvage and Reset Existing Chain Link Fence	40	LF	\$ 35.00	\$ 1,400.00		-						\$ 1,400.00		
75	6" Yellow Thermoplastic Detail Traffic Stripe	150	LF	\$ 20.00	\$ 3,000.00		-						\$ 3,000.00		
76	Legend White Thermoplastic Traffic Marking (6" Equivalent)	148	LF	\$ 20.00	\$ 2,960.00		-						\$ 2,960.00		

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Comprehensive Sewer Improvements - Phase XII													Application Number: 6	
Application Period: 12/1/19 to 1/31/20													Application Date: 31-Jan-20	
A					B		C	E	C	D	E	F		
Item			Contract Information											
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value	of Item (\$)	Quantity Previous App	Value Previous	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored	Total Completed and Stored to Date (E+F+G)	% (H / B)	Balance to Finish (B - H)
77	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	6530	SY	\$ 6.00	\$ 33,180.00			\$ -						\$ 33,180.00
78	Landscape Restoration (Incl. Top Soil, Plants, Mulch, Watering, etc.)	1500	SF	\$ 6.00	\$ 9,000.00			\$ -						\$ 9,000.00
79	Clearing and Grubbing	1	LS	\$ 5,000.00	\$ 5,000.00		0.75	\$ 3,750.00				\$3,750.00	75.0%	\$ 1,250.00
80	Temporary Erosion Control	1	LS	\$ 20,000.00	\$ 20,000.00		0.195	\$ 3,900.00	0.043	\$860.00		\$4,760.00	23.8%	\$ 15,240.00
81	Maintenance of Traffic	1	LS	\$ 60,000.00	\$ 60,000.00		0.195	\$ 11,700.00	0.043	\$2,580.00		\$14,280.00	23.8%	\$ 45,720.00
82	Mobilization	1	LS	\$ 185,000.00	\$ 185,000.00		0.5	\$ 92,500.00	0.5	\$92,500.00		\$185,000.00	100.0%	\$ -
Totals					\$ 1,913,694.00		\$ 377,525.50		\$174,095.90		\$551,621.40	28.8%	\$ 1,362,072.60	



CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

February 3, 2020
Project No: 1273-S010
Invoice No: 21256

Project Manager John Weeks
Project 1273-S010 ComSWIP Sewer Phase VIII - Camp St. Area

Professional Services from December 22, 2019 to January 25, 2020

Phase CM Construction Phase Services

Professional Personnel

	Hours	Rate	Amount	
RESIDENT PROJECT REPRESENTATIVE				
Jackson, Terry	3.00	85.00	255.00	
Tingle, William	85.00	95.00	8,075.00	
PROJECT ENGINEER				
Weeks, John	18.50	175.00	3,237.50	
Totals	106.50		11,567.50	
Total Labor				11,567.50
		Total this Phase		\$11,567.50
		Total this Invoice		\$11,567.50

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

093695.7220.70
MB 2011-4/89-110



CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

February 3, 2020
Project No: 1273-S011
Invoice No: 21257

Project Manager John Weeks
Project 1273-S011 ComSWIP Sewer Phase X - Quinn St. Area
Professional Services from January 22, 2019 to January 25, 2020
Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Simmons, Skyler	9.50	90.00	855.00	
Sullivan, Richard	2.00	105.00	210.00	
Totals	11.50		1,065.00	
Total Labor				1,065.00
		Total this Invoice		\$1,065.00

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

093695-7220.72
MB 2011-4/89-110



CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

February 3, 2020
Project No: 1273-S012
Invoice No: 21271

Project Manager Kyle Wallace

Project 1273-S012 COMSWIP Sewer Improv. Phase XII - J Ed Turner & Forrest Ave.

Professional Services from December 22, 2019 to January 25, 2020

Phase CM Construction Management

Professional Personnel

	Hours	Rate	Amount	
RESIDENT PROJECT REPRESENTATIVE				
Jackson, Terry	6.00	85.00	510.00	
Tingle, William	66.00	95.00	6,270.00	
PROJECT ENGINEER				
Wallace, Kyle	9.00	175.00	1,575.00	
Totals	81.00		8,355.00	8,355.00
Total Labor				
		Total this Phase		\$8,355.00
		Total this Invoice		\$8,355.00

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

093695.7220.74
MB 2011-4/89-110



CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

February 3, 2020
Project No: 1273-S015
Invoice No: 21272

Project Manager Kyle Wallace

Project 1273-S015 COMSWIP Sewer Phase XII - Cross Creek Pkwy Sewer Pump Station

Professional Services from December 22, 2019 to January 25, 2020

Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Wallace, Kyle	3.00	175.00	525.00	
Totals	3.00		525.00	
Total Labor				525.00
		Total this Invoice		\$525.00

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

093695. 7220.74
MB 2011-4/89-110



CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

February 3, 2020
Project No: 11254
Invoice No: 21265

Project Manager Kyle Wallace

Project 11254 Infrastructure Improvements on N 40th & N 39th Avenues

Professional Services from December 22, 2019 to January 25, 2020

Professional Personnel

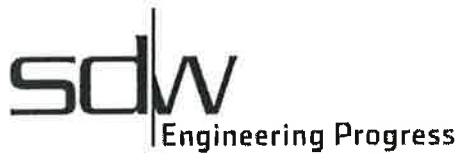
	Hours	Rate	Amount	
CADD TECHNICIAN I				
Sullivan, Richard	.50	105.00	52.50	
RESIDENT PROJECT REPRESENTATIVE				
Phillips, Michael	10.50	85.00	892.50	
PROJECT ENGINEER				
Wallace, Kyle	4.00	175.00	700.00	
Totals	15.00		1,645.00	
Total Labor				1,645.00
		Total this Invoice		\$1,645.00

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

093695. 7245.12

MB 2012-1/34



CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

February 3, 2020
Project No: 11256
Invoice No: 21266

Project Manager Kyle Wallace
Project 11256 CIPP Sewer in Various Locations

Professional Services from December 22, 2019 to January 25, 2020

Phase CM Construction Phase Services

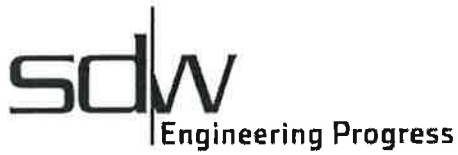
Professional Personnel

	Hours	Rate	Amount	
RESIDENT PROJECT REPRESENTATIVE				
Jackson, Terry	84.00	85.00	7,140.00	
ENGINEERING INTERN				
Locastro, Weston	1.00	115.00	115.00	
PROJECT ENGINEER				
McNease, Shea	4.00	175.00	700.00	
Wallace, Kyle	12.50	175.00	2,187.50	
Weeks, John	6.00	175.00	1,050.00	
Totals	107.50		11,192.50	
Total Labor				11,192.50
		Total this Phase		\$11,192.50
		Total this Invoice		\$11,192.50

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

093695.7220.75
MB 2011-4/89-110



CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

February 3, 2020
Project No: 11258
Invoice No: 21276

Project Manager Shea McNease

Project 11258 Infrastructure Improvements on Katie Ave & Arledge St

Professional Services from December 22, 2019 to January 25, 2020

Phase CM Construction Management

Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
McNease, Shea	6.50	175.00	1,137.50	
Totals	6.50		1,137.50	
Total Labor				1,137.50
		Total this Phase		\$1,137.50
		Total this Invoice		\$1,137.50

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

093695.7245.13
MB 2018-25

194852

Progress Billing Invoice

From: Warren Paving Inc
PO Box 572
Hattiesburg, MS 39403

Invoice #: 13376

Date: 01/21/20

Application #: 18

To: CITY OF HATTIESBURG
P.O. BOX 1898
Attn: Accounts Payable
HATTIESBURG, MS 39403

Invoice Due Date: 02/20/20

Payment Terms: Net 30 days

Contract: 120004 - City of Hattiesburg Term Bid Purchase Order #194852

Cont Item	Description	Contract Amount	Contract Quantity	Quantity This Period	Quantity JTD	U/M	Unit Price	Amount This Period	Amount To-Date	% Compl
1948521	S 21st Ave 1.5" SC-1 Overlay	35,088.98	403.09	403.09	403.09	TON	87.05000	35,088.98	35,088.98	100.00%
1948522	S 21st Ave Milling	9,616.08	400.67	400.67	400.67	TON	24.00000	9,616.08	9,616.08	100.00%
1948523	S 21st Ave Tack	1,464.00	244.00	244.00	244.00	GAL	6.00000	1,464.00	1,464.00	100.00%
1948526	S 21st Ave Water Valve Riser Rings	300.00	4.00	4.00	4.00	EA	75.00000	300.00	300.00	100.00%
194852FA	S 21st Ave Fuel Adjustment	-28.22	403.09	403.09	403.09	GAL	-0.07000	-28.22	-28.22	100.00%

Cancel PO
Pay from Camp St. project

Total Billed To Date: 46,440.84
Less Retainage: 0.00
Less Previous Applications: 0.00
Total Due This Invoice: 46,440.84

093695.7220.69

MB 2019-271

194854

Progress Billing Invoice

From: Warren Paving Inc
PO Box 572
Hattiesburg, MS 39403

Invoice #: 13371

Date: 01/20/20

Application #: 14

To: CITY OF HATTIESBURG
P.O. BOX 1898
Attn: Accounts Payable
HATTIESBURG, MS 39403

Invoice Due Date: 02/19/20

Payment Terms: Net 30 days

Contract: 120004- City of Hattiesburg Term Bid Purchase Order #194854

Cont Item	Description	Contract Amount	Contract Quantity	Quantity This Period	Quantity JTD	U/M	Unit Price	Amount This Period	Amount To-Date	% Compl
1948541	O'Ferral St Overlay	0.00	0.00	45.66	45.66	TON	87.05000	3,974.70	3,974.70	0.00%
1948543	O'Ferral St Tack	0.00	0.00	28.00	28.00	GAL	6.00000	168.00	168.00	0.00%
1948544	O'Ferral St Motor Grader and Operator	0.00	0.00	1.00	1.00	HRS	195.00000	195.00	195.00	0.00%
1948546	O'Ferral St Water Valve Riser Rings	0.00	0.00	4.00	4.00	EA	75.00000	300.00	300.00	0.00%
194854FA	O'Ferral St Fuel Adjustment	0.00	0.00	0.00	0.00	EA	0.00000	-3.20	-3.20	0.00%

Cancel PO
Pay from Camp St. project.

Total Billed To Date: 439,923.84
Less Retainage: 0.00
Less Previous Applications: 435,289.34
Total Due This Invoice: 4,634.50

093695.7220.69

MB 2019-271

194850

Progress Billing Invoice

From: Warren Paving Inc
PO Box 572
Hattiesburg, MS 39403

Invoice #: 13375

Date: 01/09/20

Application #: 17

To: CITY OF HATTIESBURG
P.O. BOX 1898
Attn: Accounts Payable
HATTIESBURG, MS 39403

Invoice Due Date: 02/08/20

Payment Terms: Net 30 days

Contract: 120004 - City of Hattiesburg Term Bid Purchase Order #194850

Cont Item	Description	Contract Amount	Contract Quantity	Quantity This Period	Quantity JTD	U/M	Unit Price	Amount This Period	Amount To-Date	% Compl
1948501	S 23rd Ave 1.5" SC-1	87.05	1.00	660.67	660.67	TON	87.05000	57,511.32	57,511.32	RR NOT ON
1948502	S 23rd Ave Milling	24.00	1.00	227.26	227.26	TON	24.00000	5,454.24	5,454.24	22 728.00
1948503	S 23rd Ave Tack	0.00	0.00	401.00	401.00	GAL	6.00000	2,406.00	2,406.00	0.00%
1948506	S 23rd Ave Water Valve Riser R	0.00	0.00	4.00	4.00	EA	75.00000	300.00	300.00	0.00%
194850FA	S 23rd Ave Fuel Adjustment	0.00	0.00	660.67	660.67	GAL	-0.07000	-46.25	-46.25	0.00%

Cancel PO.

Pay from Camp St. project.

Total Billed To Date: 65,625.31
Less Retainage: 0.00
Less Previous Applications: 0.00
Total Due This Invoice: 65,625.31

093695.7220.69

MB 2019-271

194851

Progress Billing Invoice

From: Warren Paving Inc
PO Box 572
Hattiesburg, MS 39403

Invoice #: 13372

Date: 01/17/20

Application #: 15

To: CITY OF HATTIESBURG
P.O. BOX 1898
Attn: Accounts Payable
HATTIESBURG, MS 39403

Invoice Due Date: 02/16/20

Payment Terms: Net 30 days

Contract: 120004 - City of Hattiesburg Term Bid Purchase Order #194851

Cont Item	Description	Contract Amount	Contract Quantity	Quantity This Period	Quantity JTD	U/M	Unit Price	Amount This Period	Amount To-Date	% Compl
1948511	S 22nd Ave Overlay	0.00	0.00	437.46	437.46	TON	87.05000	38,080.89	38,080.89	0.00%
1948513	S 22nd Ave Tack	0.00	0.00	266.00	266.00	GAL	6.00000	1,596.00	1,596.00	0.00%
1948514	S 22nd Ave Motor Grader and Op	0.00	0.00	5.00	5.00	EA	195.00000	975.00	975.00	0.00%
1948516	S 22nd Ave Water Valve Riser Rings	0.00	0.00	4.00	4.00	EA	75.00000	300.00	300.00	0.00%
194851FA	S 22nd Ave Fuel Adjustment	0.00	0.00	437.46	437.46	GAL	-0.44000	-192.48	-192.48	0.00%

Cancel PO
Pay from Camp St. project

Total Billed To Date: 40,769.41
Less Retainage: 0.00
Less Previous Applications: 0.00
Total Due This Invoice: 40,769.41

093695.7220.69

MB 2019-271

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, February 18, 2020

Re: Adopt a Resolution to increase the City's contribution to the project fund for State Aid Project No. DECD-0018(34)BO, also known as the North 31st Avenue and Alley project.
File Number: 2020-106
Minute Book #

Summary

Approve resolution to increase the City's contribution to the project fund for State Aid Project No. DECD-0018(34)BO, also known as the North 31st Avenue and Alley project.

Recommendation Statement

This is additional funding to this project to cover change orders and overruns. I recommend approval.

Please place this on the February 18, 2020 City Council meeting for consideration.

**RESOLUTION TO INCREASE THE CITY OF HATTIESBURG CONTRIBUTION TO
THE PROJECT FUND FOR THE OFFICE OF STATE AID ROAD CONSTRUCTION
PROJECT NO. DECD-0018(34)BO**

WHEREAS, the City of Hattiesburg entered into a Memorandum of Understanding by and between the City, Mississippi Development Authority Economic Development Highway Program and the Mississippi Department of Transportation State Aid Division effective September 1, 2016; and

WHEREAS, said Memorandum of Agreement was Amended effective November 9, 2018; and

WHEREAS, the City of Hattiesburg is responsible for the cost of all overruns associated with the project; and

WHEREAS, cost overruns for the project are estimated to be \$60,000.00 due to Supplemental Agreements and Construction Change Requests; and

WHEREAS, the project fund previously established for the project has been determined to be insufficient to cover projected cost overruns; and

WHEREAS, the City Council understands that funds remaining unspent at the conclusion of the project will be returned to the City of Hattiesburg.

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

SECTION 1. The City Council hereby approves the \$60,000.00 increase in the City's contribution to the project fund.

SECTION 2. The City Council hereby authorizes the issuance of a manual check to the Mississippi Development Authority to be deposited to the project fund for payment of expenses related to this project and for no other use.

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 **18th day of February, 2020.**

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **18th day of February, 2020.**

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Office of State Aid Road Construction

Mississippi Department of Transportation



Construction Change Request

Project Number DECD-0018(34)BO

County Forrest

Date 1-8-2020

ATTN: STATE AID ENGINEER

CCR No. 2

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

Proposed:

1. Contractor is requested to increase Removal of Asphalt by 136 sy and Crushed Stone by 264 cy.
2. Contractor is requested to increase Class B Structural Concrete by 12 cy and Reinforcing Steel by 1642 lbs.

Reason:

1. Asphalt removal is recommended at the direction of the Engineer because the material is not suitable to be overlaid. Extra 610 crushed stone is required in the removal area for the new pavement structure

2. During the course of construction, an electrical duct bank encased in concrete was discovered to be in conflict with the drain pipe. At the direction of the Engineer the Contractor is to construct a conflict box.

Original Quantities and Cost

Pay Item No.	Pay Item Description	Qty	Unit	Unit Cost	Total
S-202-D	Removal of Asphalt Pavement	829	SY	\$12.00	\$9,948.00
S-304-C	Crushed Stone, Size 610 (FM)	236	CY	\$78.00	\$18,408.00
S-601-B	Class "B" Structural Concrete, Minor Structures	52	CY	\$1,200.00	\$62,400.00
S-602-A	Reinforcing Steel	7298	LB	\$2.00	\$14,596.00
				Total =	\$105,352.00

Revised Quantities and Cost

Pay Item No.	Pay Item Description	Qty	Unit	Unit Cost	Total
S-202-D	Removal of Asphalt Pavement	965	SY	\$12.00	\$11,580.00
S-304-C	Crushed Stone, Size 610 (FM)	500	CY	\$78.00	\$39,000.00
S-601-B	Class "B" Structural Concrete, Minor Structures	64	CY	\$1,200.00	\$76,800.00
S-602-A	Reinforcing Steel	8940	LB	\$2.00	\$17,880.00
				Total =	\$145,260.00

Total Estimated Project - Per Contract	
Estimate Dated: _____	\$ 826,400.00 (A)
Contingencies Per Estimate _____	\$39,313.00 (B)
TOTAL CONTRACT ITEMS (A - B)	\$787,087.00 (C)
TOTAL Previously Approved Change Requests ☐ Plus ☒ Minus	\$14,400.00 (D)
NEW TOTAL - CONTRACT ITEMS (C + - D)	\$801,487.00 (E)
Estimated Amount - This Request ☐ Plus ☒ Minus	\$39,908.00 (F)
REVISED - CONTRACT ITEMS (E + - F)	\$841,395.00 (G)
INDICATED UNDERRUN (A - G)	
INDICATED OVERRUN (G - A)	\$14,995.00

APPROVAL

RECOMMENDED:

County Engineer

APPROVAL

RECOMMENDED: _____

District Engineer

APPROVED: _____

State Aid Engineer

STATE AID Supplemental Agreement – Contract
(2-4-93)

SUPPLEMENTAL AGREEMENT

STATE AID Project No. DECD-0018(34)BO
Forrest County

OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Bond # 8413822

WHEREAS, WE, Precision Construction, LLC, Contractor, and Westfield Insurance Company, Surety, entered into a contract with the City of Hattiesburg, on the 22nd day of February, 2019, for the construction of the above designated project; and

WHEREAS: The project consists of curb & gutter, asphalt, drainage improvements, landscape median, sidewalk, and lighting; AND

WHEREAS: The Contract required the crushed stone to be placed on compacted sub-grade; AND

WHEREAS: The material encountered during excavation is not suitable for use as base material for the crushed stone; AND

WHEREAS: Soil Cement should be used to stabilize the sub-base prior to installing the crushed stone; AND

WHEREAS: The Engineer and the City has reviewed said request and found it to be fair and equitable.

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

NOW, THEREFORE, the additional work described within this Supplemental Agreement will be done under the pay items listed below.

Item Code	Pay Item Description	Unit	Quantity	Unit Price	Item Total
S-308-A-2	Portland Cement	Ton	25	\$200.00	\$5,000.00
S308-B-1	Soil Cement Water Mixing (Multiple Pass Mixers)	SY	1,110	\$11.50	\$12,765.00

NOW, THEREFORE, Precision Construction, LLC, Contractor, and Westfield Insurance Company, Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect except as it might be modified by this Supplemental Agreement.

Dated, this 24th day of January, 20 20

Westfield Insurance Company

Surety:

By:

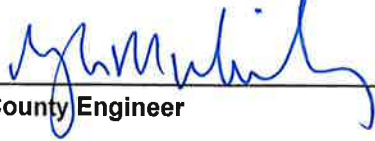
Kimberly B. Barhum
Attorney-in-Fact Kimberly B. Barhum

N. [Signature]
Contractor

owner

Title

RECOMMENDED FOR APPROVAL:


County Engineer

Approved

1/30/2020
Date

APPROVED:
CITY OF HATTIESBURG

State Aid Engineer
Office of State Aid Road Construction

(By Order of the Council Dated _____)

By: _____
Mayor

General
Power
of Attorney

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
DAVID R. FORTENBERRY, RICHARD T. JONES, MARY J. NORVAL, KIMBERLY B. BARHUM, JOINTLY OR SEVERALLY

of **HATTIESBURG** and State of **MS** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

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

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader and Senior Executive** and their corporate seals to be hereto affixed this 29th day of **MARCH** A.D., 2016.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 29th day of **MARCH** A.D., 2016, before me personally came **Dennis P. Baus** to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 24th day of January A.D., 2020



Frank A. Carrino, Secretary

Office of State Aid Road Construction

Mississippi Department of Transportation



Construction Change Request

Project Number DECD-0018(34)BO

County Forrest

Date 7-1-2019

ATTN: STATE AID ENGINEER

CCR No.

1

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

Proposed:

1. Contractor is requested to add Pay Item No. S-203-E Borrow Excavation, LVM, Contractor Furnished, Class B9 with an estimated quantity of 800 CY

Reason:

1. Select Backfill is recommended at the direction of the Engineer because the material encountered during structure excavation is not suitable to use as backfill over the storm drainage pipe.

Original Quantities and Cost

Pay Item No.	Pay Item Description	Qty	Unit	Unit Cost	Total
S-203-E	Borrow Excavation, LVM,	0	CY	\$00.00	\$00.00

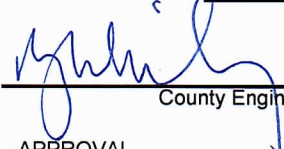
Revised Quantities and Cost

Pay Item No.	Pay Item Description	Qty	Unit	Unit Cost	Total
S-203-E	Borrow Excavation, LVM,	800	CY	\$18.00	\$14,400.00

Total Estimated Project - Per Contract	
Estimate Dated: _____	\$ 826,400.00 (A)
Contingencies Per Estimate _____	\$39,313.00 (B)
TOTAL CONTRACT ITEMS (A - B)	\$787,087.00 (C)
TOTAL Previously Approved Change Requests ☐ Plus ☐ Minus	\$0 (D)
NEW TOTAL - CONTRACT ITEMS (C + - D)	\$787,087.00 (E)
Estimated Amount - This Request ☒ Plus ☐ Minus	\$14,400.00 (F)
REVISED - CONTRACT ITEMS (E + - F)	\$801,487.00 (G)
INDICATED UNDERRUN (A - G)	\$24,913.00
INDICATED OVERRUN (G - A)	

APPROVAL

RECOMMENDED: _____


County Engineer

APPROVAL

RECOMMENDED: _____

District Engineer

APPROVED: _____

State Aid Engineer



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, February 18, 2020

Re: Approve a Lighting Agreement with Mississippi Power Company for additional lighting at 817 Country Club Road for an additional monthly increase of \$12.47 and authorize the Mayor to execute the same.
File Number: 2020-78
Minute Book #

Summary

Approve a lighting agreement with Mississippi Power Company for additional lighting at 817 Country Club Road for an additional monthly increase of \$12.47; authorize Mayor to execute.

Recommendation Statement

I recommend approval of this street light authorization.

Please place this on the February 18, 2020 City Council meeting for consideration.

DATE: 1/29/20

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME _____ ACCOUNT # 59841-82000

DEVELOPER SIGNATURE _____ DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

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

Gulfport, MS 39502 or Email: (G2MPCLSVC@southernco.com)

DATE MAIL/EMAIL RECEIVED _____

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

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

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
------------	---	-----------------------

COBRA HEAD FIXTURES

100 WATT HPS	_____	_____
150 WATT HPS	_____	_____
250 WATT HPS	_____	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____

LED FIXTURES

90 WATT LED	<u>Install 1</u>	<u>817 Country Club Rd \$12.47/month</u>
110 WATT LED	_____	_____
190 WATT LED	_____	_____
280 WATT LED	_____	_____

OTHER FIXTURES

_____	_____	_____
_____	_____	_____
_____	_____	_____

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

PLEASE MAIL OR EMAIL THIS FULLY COMPLETED FORM TO MPC'S LIGHTING SERVICES DEPT.

AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, February 18, 2020

Re: Approve a Lighting Agreement with Mississippi Power Company for additional lighting at 1912 Ridgeway Lane for an additional monthly increase of \$12.40 and authorize the Mayor to execute the same.
File Number: 2020-80
Minute Book #

Summary

Approve a lighting agreement with Mississippi Power Company for additional lighting at 1912 Ridgeway Lane for an additional monthly increase of \$12.40; authorize Mayor to execute.

Recommendation Statement

I am recommending approval of this street lighting authorization.

Please place this on the February 18, 2020 City Council meeting for consideration.

DATE: 2/3/20

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME _____ ACCOUNT # 59841-82000

DEVELOPER SIGNATURE _____ DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

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

Gulfport, MS 39502 or Email: (G2MPCLSVC@southernco.com)

DATE MAIL/EMAIL RECEIVED _____

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

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

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
------------	---	-----------------------

COBRA HEAD FIXTURES

100 WATT HPS	_____	_____
150 WATT HPS	_____	_____
250 WATT HPS	_____	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____

LED FIXTURES

90 WATT LED	<u>Install - 1</u>	<u>1912 Ridgeway - On existing pole \$12.40</u>
110 WATT LED	_____	_____
190 WATT LED	_____	_____
280 WATT LED	_____	_____

OTHER FIXTURES

_____	_____	_____
_____	_____	_____
_____	_____	_____

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

PLEASE MAIL OR EMAIL THIS FULLY COMPLETED FORM TO MPC'S LIGHTING SERVICES DEPT.

AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, February 18, 2020

Re: Approve a Lighting Agreement with Mississippi Power Company for additional lighting at S 14th Avenue from Hardy to Adeline Streets for an additional monthly increase of \$62.62 and authorize the Mayor to execute the same.
File Number: 2020-81
Minute Book #

Summary

Approve a lighting agreement with Mississippi Power Company for additional lighting at S 14th Avenue from Hardy to Adeline Streets for an additional monthly increase of \$62.62; authorize Mayor to execute.

Recommendation Statement

I am recommending approval of this street lighting authorization.

Please place this on the February 18, 2020 City Council meeting for consideration.

DATE: 2/3/20

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME _____ ACCOUNT # 59841-82000

DEVELOPER SIGNATURE _____ DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____
Attach a plat for development.

**TO: MISSISSIPPI POWER COMPANY, ATTN. : (MPC LIGHTING SERVICES) P.O. Box 4079,
Gulfport, MS 39502 or Email: (G2MPCLSVC@southernco.com)**

DATE MAIL/EMAIL RECEIVED _____

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

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

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		
100 WATT HPS	RM: 12	_____
150 WATT HPS	_____	_____
250 WATT HPS	_____	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____
LED FIXTURES		
90 WATT LED	IN: 14	<u>S 14th Ave from Hardy to Adeline Monthly Increase \$62.62</u>
110 WATT LED	_____	_____
190 WATT LED	_____	_____
280 WATT LED	_____	_____
OTHER FIXTURES		
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones

cc:

Date: Tuesday, February 18, 2020

Re: Adopt a Resolution to advertise municipal resources through activities and exhibits of the Hattiesburg Alliance for Public Art as authorized by Section 17-3-1 of the Mississippi Code of 1972 as annotated and amended and authorize manual check for same.
File Number: 2020-91
Minute Book #

Summary

Adopt a Resolution to advertise municipal resources through activities and exhibits of the Hattiesburg Alliance for Public Art as authorized by Section 17-3-1 of the Mississippi Code of 1972 as annotated and amended. Authorize manual check for same.

Recommendation Statement

I recommend the adoption of the attached resolution.

Please place this on the February 18, 2020 City Council meeting for consideration.

RESOLUTION

WHEREAS, Section 17-3-1 of the Mississippi Code of 1972, as annotated and amended, provides that the mayor and board of aldermen or board of commissioners of any municipality in the State of Mississippi, may in their discretion, set aside, appropriate and expend moneys, not to exceed one mill of their respective valuation and assessment for the purpose of advertising and bring into favorable notice the opportunities, possibilities and resources of such municipality or county; and,

WHEREAS, the Hattiesburg Alliance for Public Art is a coalition of local citizens who are passionate about making art available to all, free, and a part of everyday life. Composed of artists, business people, tourism officials, and community volunteers, its focus is placed in the power of public art to revitalize a community for its residents and visitors, and to foster greater economic development of the local arts economy;

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

Section 1. The Mayor and City Council of Hattiesburg hereby authorized the expenditure of not to exceed \$10,000.00 for the purpose of advertising and bringing into favorable notice the opportunities, possibilities, and resources of the City of Hattiesburg as authorized by Section 17-3-1 of the Mississippi Code of 1972 as annotated and amended

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 18th day of February, A.D., 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and forgoing Resolution having been submitted to and approved by the Mayor, this the 18th day of February, A.D., 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones

cc:

Date: Tuesday, February 18, 2020

Re: Approve Engagement Letter with Hicks Law Firm in reference to Civil Action Case No. C I 13-0068.
File Number: 2020-87
Minute Book #

Summary

Approve Engagement Letter with Hicks Law Firm in reference to Civil Action Case No. CI 13-0068.

Recommendation Statement

I recommend the approval of the engagement of Hicks Law in reference to Civil Action Case No. CI 13-0068.

Please place this on the February 18, 2020 City Council meeting for consideration.

HICKS LAW FIRM PLLC

ATTORNEYS AT LAW

L. Clark Hicks, Jr.
R. Lane Dossett

211 South 29th Avenue, Suite 201 (39401)
Post Office Box 18350
Hattiesburg, MS 39404-8350

Phone: 601.544.6770
Fax: 601.544.6775
clark@hicksattorneys.com

February 6, 2020

Moran M. "Randy" Pope, III, Esq.
Pope & Pope, P.A.
Post Office Box 17527
Hattiesburg, MS 39404-7527
Telephone: 601.268.9997
Email: randypope@popelaw.com

Re: Precision Construction, LLC v. City of Hattiesburg, Mississippi
In the Circuit Court of Forrest County, Mississippi

Dear Randy:

Please accept this letter as a proposal for engagement to defend the City of Hattiesburg in the lawsuit styled *Precision Construction, LLC v. City of Hattiesburg, Mississippi*, Forrest County Circuit Court, Civil Action No. _____.

I will charge my usual hourly rate of \$200.00 an hour together with reasonable expenses and bill on a monthly basis. Please place this proposal on the agenda at the next Hattiesburg City Council meeting, and if there are any questions or you need additional information, please let me know.

Best Regards,

Clark

L. Clark Hicks, Jr.
LCHjr/bfm/4585
E-Mail: clark@hicksattorneys.com



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones

cc:

Date: Tuesday, February 18, 2020

Re: Approve Professional Services Agreement between City of Hattiesburg and ChemPro Services, LLC., to provide herbicide application services for the City of Hattiesburg and authorize the Mayor to execute the same.
File Number: 2020-84
Minute Book #

Summary

Approve Professional Services Agreement between City of Hattiesburg and ChemPro Services, LLC., to provide herbicide application services for the City of Hattiesburg and authorize the Mayor to execute the same.

Recommendation Statement

I recommend the approval and execution of the contract between the City of Hattiesburg and ChemPro Services, LLC., to provide a herbicide application service for the City of Hattiesburg.

Please place this on the February 18, 2020 City Council meeting for consideration.

Professional Services Agreement
Herbicide Application Service

This professional service agreement is made by and between the City of Hattiesburg, a Mississippi municipal corporation, and ChemPro Services, Inc., a Tennessee corporation doing business in Mississippi ID#915390, and is effective as of the 18th day of February, 2020.

Article I. ChemPro Services, Inc., Responsibilities

Section 1.01 ChemPro Services, Inc. shall provide labor and equipment only to spray vegetative herbicides and aquatic brush control products in and around City of Hattiesburg ditches and relief waterway rights-of-ways in the City of Hattiesburg. ChemPro staff will council City of Hattiesburg on the most appropriate herbicide products to acquire for this contract.

Section 1.02 Spray applications shall be made three (3) times per year and shall be executed approximately in late winter/early spring, late spring/early summer, and late summer/early fall based upon existing weather conditions and vegetative growth patterns. ChemPro shall coordinate with the City of Hattiesburg's Director of Public Works before initiating application service.

Section 1.03 ChemPro shall provide general liability insurance with a minimum amount of \$500,000 with the City of Hattiesburg listed as additionally insured. ChemPro shall also provide copies of current licenses and permits from the Bureau of Plant Industry of the MS Department of Agriculture and Commerce as required by Mississippi Code 69-19-1 through 69-19-11.

Article II. City of Hattiesburg Responsibilities

Section 2.01 The City of Hattiesburg shall provide all necessary chemical products for ChemPro to use during the application service.

Article III. General Terms

Section 3.01 This contract shall be for a period of one (1) year, February 18, 2020, through February 17, 2021. The fee schedule shall be as follows.

- | | |
|----------------------------|-------------|
| • Late winter/early spring | \$14,350.00 |
| • Late spring/early summer | \$14,350.00 |
| • Late summer/early fall | \$14,350.00 |

City of Hattiesburg

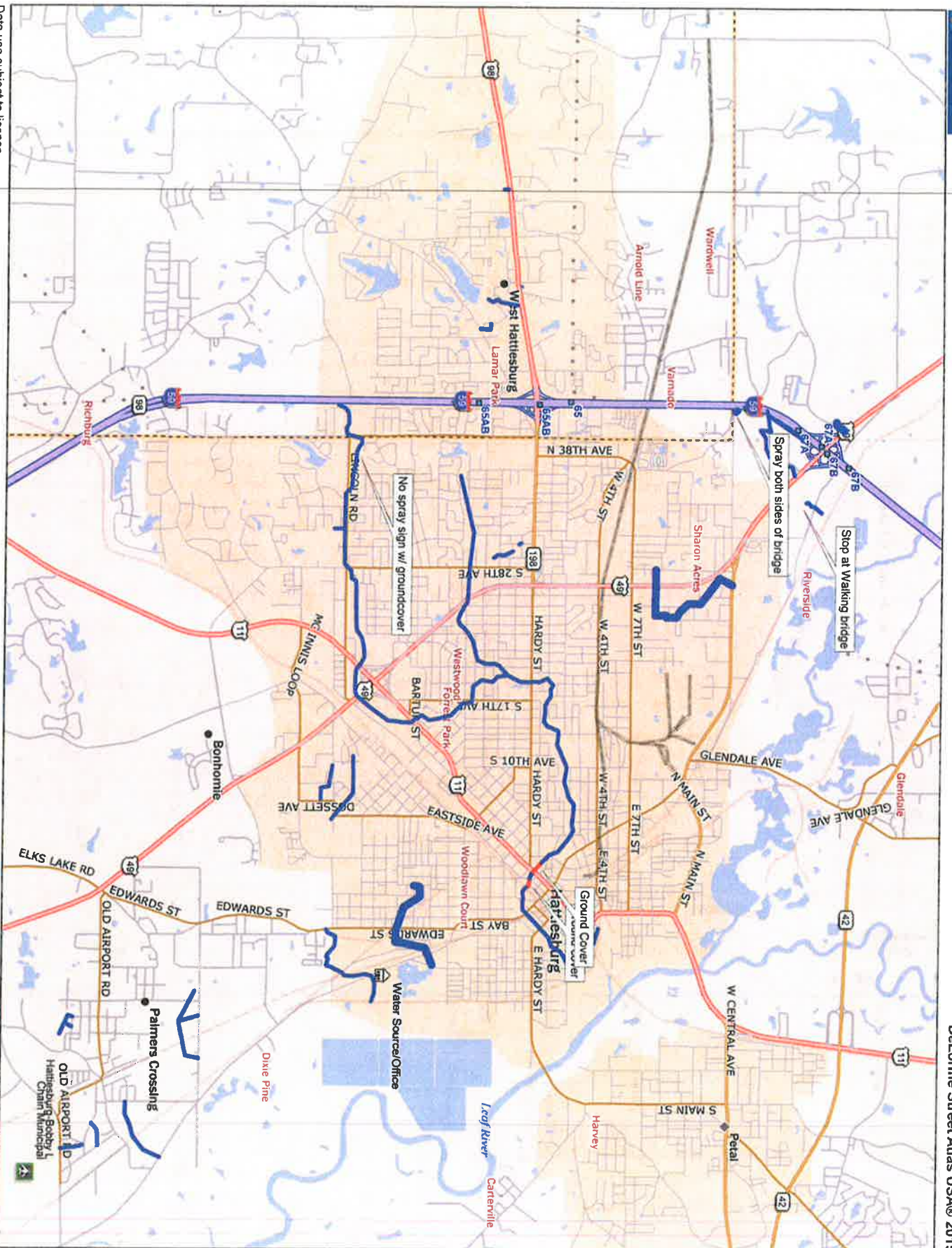
ChemPro Services, Inc.

Mayor

Authorized Signature

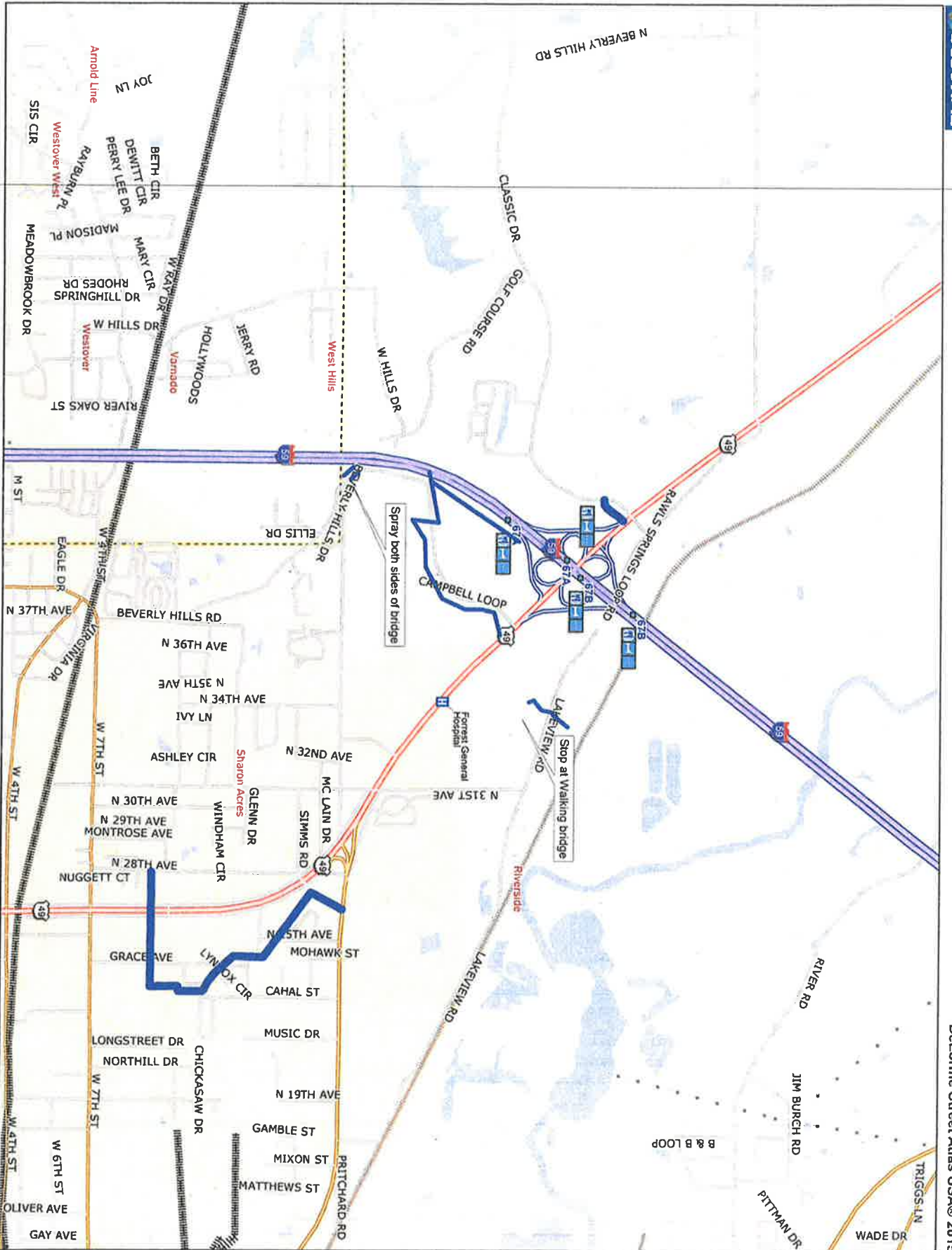
Date

Date



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 www.delorme.com





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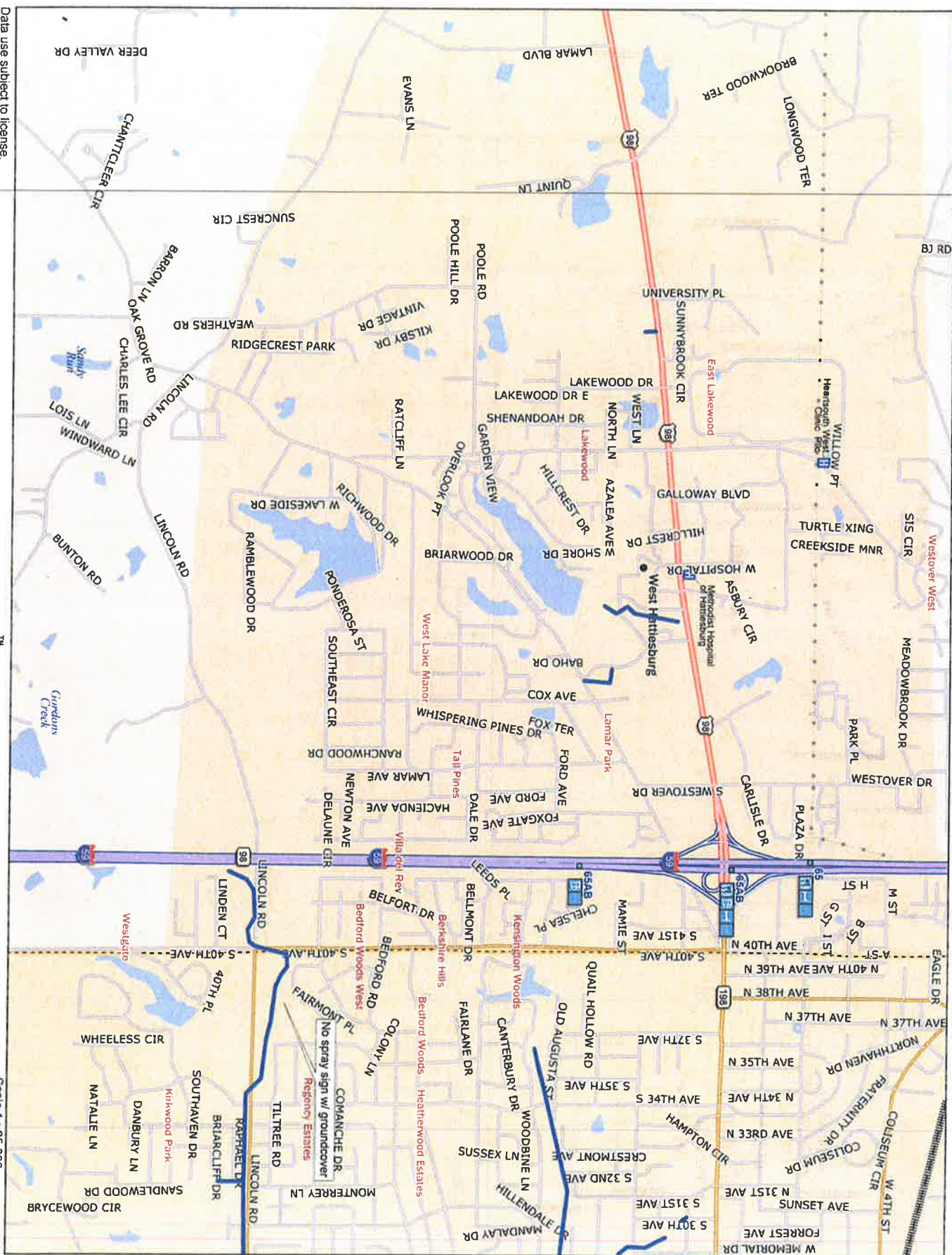
www.delorme.com

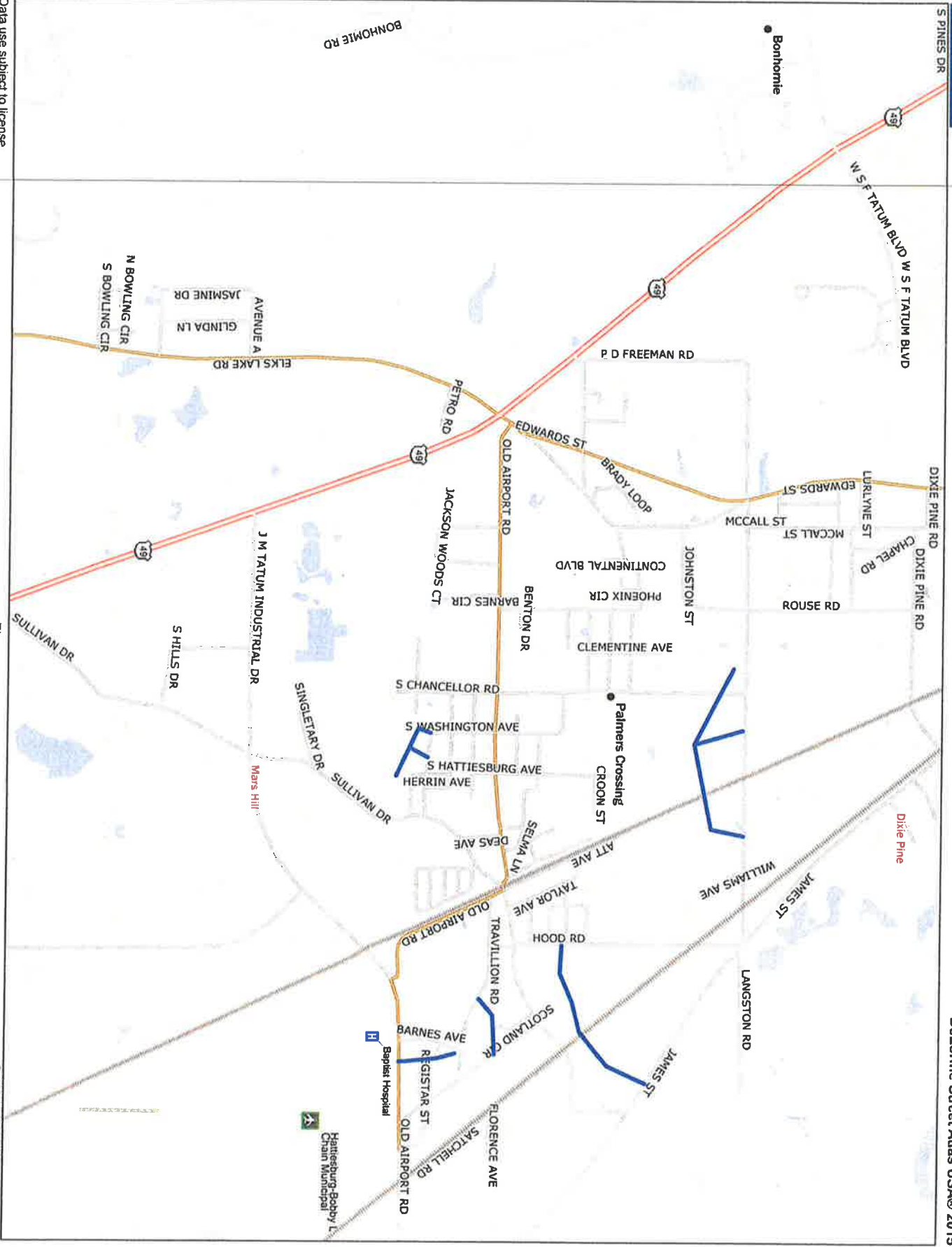




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www.deloitte.com







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Valent Group, LLC 1110 Montlmar Drive Suite 400 Mobile AL 36609	CONTACT NAME: Danelle Stokes PHONE (A/C, No, Ext): (251) 544-7237 E-MAIL ADDRESS: dstokes@valentgroup.com FAX (A/C, No):														
INSURED ChemPro Services, Inc. 3311 Gulf Breeze Pkwy #350 Gulf Breeze FL 32563	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: FCCI Insurance Company</td><td>32506</td></tr><tr><td>INSURER B: National Trust Insurance Company</td><td>20141</td></tr><tr><td>INSURER C: American Interstate Ins. Co.</td><td>31895</td></tr><tr><td>INSURER D: Westchester Surplus Lines Ins. Co.</td><td>10172</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: FCCI Insurance Company	32506	INSURER B: National Trust Insurance Company	20141	INSURER C: American Interstate Ins. Co.	31895	INSURER D: Westchester Surplus Lines Ins. Co.	10172	INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** CL1992731409**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			CPP100030653-02	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			CA100005948-04	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 10,000 OCCUR CLAIMS-MADE			UMB100018012-03	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 FOLLOW FORM \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	AVWCAL2836952019	10/01/2019	10/01/2020	☒ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Liability			G28128770 004	10/01/2019	10/01/2020	Occurrence \$ 1,000,000 Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Hattiesburg Purchasing Division PO Box 1898 Hattiesburg MS 39403-1898	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsha Keene</i>
--	--

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

CHEMPRO SERVICES, INC
3311 GULF BREEZE PKWY #350
GULF BREEZE, FL 32563

is duly registered and entitled to perform

- 1) EROSION CONTROL
- 2) HERBICIDE APPLICATION
- 3) RIGHT OF WAY CLEARING & TRIMMING

We have herunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 3 day of Feb., 2020



CERTIFICATE OF RESPONSIBILITY

No. 21544-SC

Expires Feb. 3, 2021

Joel A. Canell

CHAIRMAN OF THE BOARD

STATE OF MISSISSIPPI
PROFESSIONAL SERVICES LICENSE
DEPARTMENT OF AGRICULTURE AND COMMERCE
BUREAU OF PLANT INDUSTRY
MISSISSIPPI STATE, MISSISSIPPI 39762

ID No. 31866

Company Location No. 113201

Date Issued - February 13, 2018

JEFF MOONEYHAM
2953 BIENVILLE BLVD #132
OCEAN SPRINGS, MS 39564

The above named individual has complied with the provisions of § 69-19-1 – 69-19-15, Mississippi Code 1972, and is entitled to engage in professional services for CHEMPRO SERVICES, INC. in the license categories ROWL, HCWL,



EXPIRES: February 13, 2021

Michael Ledlow, Director

STATE OF MISSISSIPPI
PROFESSIONAL SERVICES LICENSE

DEPARTMENT OF AGRICULTURE AND COMMERCE
BUREAU OF PLANT INDUSTRY
MISSISSIPPI STATE, MISSISSIPPI 39762

ID No. 35364

Company Location No. 113201

Date Issued - November 13, 2019

ADAM MORGAN
2953 BIENVILLE BOULEVARD #132
OCEAN SPRINGS, MS 39564-

The above named individual has complied with the provisions of § 69-19-1 – 69-19-15, Mississippi Code 1972, and is entitled to engage in professional services forCHEMPRO SERVICES, INC.
in the license categories ROWL,HCWL,LSL,



EXPIRES: August 22, 2023

Michael Ledlow, Director

MISSISSIPPI DEPARTMENT OF AGRICULTURE AND COMMERCE
BUREAU OF PLANT INDUSTRY
LICENSE/PERMIT CERTIFICATE

ID NO. 31968 ISSUED: 02/13/2018 EXPIRES ON: 02/13/2021
LICENSE/PERMIT CATEGORY:
ROWL.HCWL

MR. JEFF MOONEYHAM
CHEMPRO SERVICES, INC.
2953 BIENVILLE BLVD #132
OCEAN SPRINGS, MS 39564

INDIVIDUAL MAY PERFORM SERVICES IN:
ROW.HCW.

COMPANY LOCATION NO. 113201

Michael Ledlow, Director

MISSISSIPPI DEPARTMENT OF AGRICULTURE AND COMMERCE
BUREAU OF PLANT INDUSTRY
LICENSE/PERMIT CERTIFICATE

ID NO. 35364 ISSUED: 10/14/2016 EXPIRES ON: 08/22/2020
LICENSE/PERMIT CATEGORY:
ROWL.HCWL.LSL

MR. ADAM MORGAN
CHEMPRO SERVICES, INC.
2953 BIENVILLE BOULEVARD #132
OCEAN SPRINGS, MS 39564

INDIVIDUAL MAY PERFORM SERVICES IN:
ROW.HCW.LS.

COMPANY LOCATION NO. 113201

Don R. Cherry, Director

MISSISSIPPI DEPARTMENT OF AGRICULTURE & COMMERCE
BUREAU OF PLANT INDUSTRY
CERTIFIED COMMERCIAL PESTICIDE APPLICATOR CERTIFICATE

CERTIFICATE NO. CA11930 EXPIRATION DATE: 12/31/2022
CATEGORIES: VI,

Joseph A. Threet
3311 Gulf Breeze Pkwy # 350
Gulf Breeze, FL 32563-

ISSUED: 10/15/2018

MISUSE OF THIS CERTIFICATE IS A VIOLATION OF THE LAW.
(See other side for category code)



Michael Ledlow, Director

MISSISSIPPI DEPARTMENT OF AGRICULTURE AND COMMERCE
BUREAU OF PLANT INDUSTRY
LICENSE/PERMIT CERTIFICATE

ID NO. 43315 ISSUED: 02/07/2019 EXPIRES ON: 02/07/2022
LICENSE/PERMIT CATEGORY:
IGWL.AQWL.ROWL.HCWL

MR. MICHAEL ANDREW SCHUHMAHN
CHEMPRO SERVICES, INC.
1953 BIENVILLE BLVD. #132
OCEAN SPRINGS, MS 39564

INDIVIDUAL MAY PERFORM SERVICES IN:
IGWL.AQWL.ROW.HCW.

COMPANY LOCATION NO. 113201

Michael Ledlow, Director

MISSISSIPPI DEPARTMENT OF AGRICULTURE AND COMMERCE
BUREAU OF PLANT INDUSTRY
REGISTERED TECHNICIAN IDENTIFICATION CARD

COMPANY LOCATION NO. 113201 ID NO. 39968
SERVICES: ROW.

MAX MORGAN
CHEMPRO SERVICES INC.
2953 BIENVILLE BLVD #132
OCEAN SPRINGS, MS 39564

ISSUED: 06/11/2015

EMPLOYEE MAY PERFORM SERVICES LISTED
FOR THE COMPANY THEY REPRESENT. NOT A LICENSE.



John G. Campbell, Director

MISSISSIPPI DEPARTMENT OF AGRICULTURE & COMMERCE
BUREAU OF PLANT INDUSTRY
CERTIFIED COMMERCIAL PESTICIDE APPLICATOR CERTIFICATE

CERTIFICATE NO. CA12149 EXPIRATION DATE: 3/16/2021
CATEGORIES: VI, VII3,

Max M. Morgan
115 Park Circle, Apt. B
Starkville, MS 39759-

ISSUED: 03/16/2018

MISUSE OF THIS CERTIFICATE IS A VIOLATION OF THE LAW.
(See other side for category code)



John G. Campbell, Director

MISSISSIPPI DEPARTMENT OF AGRICULTURE AND COMMERCE
BUREAU OF PLANT INDUSTRY
LICENSE/PERMIT CERTIFICATE

ID NO. 31865 ISSUED: 02/13/2018 EXPIRES ON: 02/13/2021
LICENSE/PERMIT CATEGORY:
ROWL.HCWL

MR. JEFF MOONEYHAM
CHEMPRO SERVICES, INC.
2953 BIENVILLE BLVD #132
OCEAN SPRINGS, MS 39564

INDIVIDUAL MAY PERFORM SERVICES IN:
ROW.HCW.

COMPANY LOCATION NO. 113201

Michael Ledlow
Michael Ledlow, Director

MISSISSIPPI DEPARTMENT OF AGRICULTURE AND COMMERCE
BUREAU OF PLANT INDUSTRY
LICENSE/PERMIT CERTIFICATE

ID NO. 35364 ISSUED: 10/14/2016 EXPIRES ON: 08/22/2020
LICENSE/PERMIT CATEGORY:
ROWL.HCWL.LSL.

MR. ADAM MORGAN
CHEMPRO SERVICES, INC.
2953 BIENVILLE BOULEVARD #132
OCEAN SPRINGS, MS 39564

INDIVIDUAL MAY PERFORM SERVICES IN:
ROW.HCW.LS.

COMPANY LOCATION NO. 113201

Alan R. Christy
Alan R. Christy, Director

MISSISSIPPI DEPARTMENT OF AGRICULTURE & COMMERCE
BUREAU OF PLANT INDUSTRY
CERTIFIED COMMERCIAL PESTICIDE APPLICATOR CERTIFICATE

CERTIFICATE NO. CA11930 EXPIRATION DATE: 12/31/2022
CATEGORIES: VI,

Joseph A. Threet
3311 Gulf Breeze Pkwy # 350
Gulf Breeze, FL 32563-

ISSUED: 10/15/2018

MISUSE OF THIS CERTIFICATE IS A VIOLATION OF THE LAW.
(See other side for category code)



Michael Ledlow
Michael Ledlow, Director

MISSISSIPPI DEPARTMENT OF AGRICULTURE AND COMMERCE
BUREAU OF PLANT INDUSTRY
LICENSE/PERMIT CERTIFICATE

ID NO. 43315 ISSUED: 02/07/2019 EXPIRES ON: 02/07/2022
LICENSE/PERMIT CATEGORY:
IGWL.AQWL.ROWL.HCWL

MR. MICHAEL ANDREW SCHUHMAN
CHEMPRO SERVICES, INC.
1953 BIENVILLE BLVD. #132
OCEAN SPRINGS, MS 39564

INDIVIDUAL MAY PERFORM SERVICES IN:
IGW.AQW.ROW.HCW.

COMPANY LOCATION NO. 113201

Michael Ledlow
Michael Ledlow, Director

MISSISSIPPI DEPARTMENT OF AGRICULTURE AND COMMERCE
BUREAU OF PLANT INDUSTRY
REGISTERED TECHNICIAN IDENTIFICATION CARD

COMPANY LOCATION NO. 113201 ID NO. 39968
SERVICES: ROW.

MAX MORGAN
CHEMPRO SERVICES INC.
2953 BIENVILLE BLVD #132
OCEAN SPRINGS, MS 39564

ISSUED: 05/11/2015

EMPLOYEE MAY PERFORM SERVICES LISTED
FOR THE COMPANY THEY REPRESENT. NOT A LICENSE.



John G. Campbell
John G. Campbell, Director

MISSISSIPPI DEPARTMENT OF AGRICULTURE & COMMERCE
BUREAU OF PLANT INDUSTRY
CERTIFIED COMMERCIAL PESTICIDE APPLICATOR CERTIFICATE

CERTIFICATE NO. CA12149 EXPIRATION DATE: 3/16/2021
CATEGORIES: VI, VII3,

Max M. Morgan
115 Park Circle, Apt. B
Starkville, MS 39759-

ISSUED: 03/16/2018

MISUSE OF THIS CERTIFICATE IS A VIOLATION OF THE LAW.
(See other side for category code)



John G. Campbell
John G. Campbell, Director



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones

cc:

Date: Tuesday, February 18, 2020

Re: Approve or deny changes to wages and salaries in accordance with Ordinance No. 3154.
File Number: 2020-89
Minute Book #

Summary

Approve or deny changes to wages and salaries in accordance with Ordinance No. 3154.

Recommendation Statement

I recommend the approval of these adjustments in accordance with Ord. No. 3154.

Please place this on the February 18, 2020 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Anthony Parker

cc:

Date: Tuesday, February 18, 2020

Re: Authorize submission of the FY2021 Mississippi State Department of Health, Office Against Interpersonal Violence, STOP Violence Against Women Act (VAWA) grant application. The grant budget is for a total of \$49,102.26 (\$36,585.11 Federal/State funds and \$12,517.15 local match).
File Number: 2020-104
Minute Book #

Summary

FY2021 MSDH STOP Violence Against Women Grant

Recommendation Statement

I recommend authorization of submission of the FY2021 Mississippi State Department of Health, Office Against Interpersonal Violence, STOP Violence Against Women Act (VAWA) grant application. The grant budget is for a total of \$49,102.26 (\$36,585.11 Federal/State funds and \$12,517.15 local match).

Please place this on the February 18, 2020 City Council meeting for consideration.

Application: Hattiesburg Police Department, Victims Services Unit

City of Hattiesburg

Violence Against Women Act Services, Training, Officers and Prosecutors (STOP), FY2021

Summary

ID: OVW-0000000041



ORGANIZATION INFORMATION

In Progress - Last edited: Jan 27 2020

ORGANIZATION INFORMATION

As you complete the application information is provided to guide you. However, **PLEASE REFER TO THE CORRESPONDING REQUEST FOR PROPOSAL (RFP) FOR ADDITIONAL DESCRIPTIONS AND INSTRUCTIONS.**

Grant Program: Violence Against Women Act Services, Training, Officers and Prosecutors (STOP), FY2021

Application For: Hattiesburg Police Department, Victims Services Unit

A. Organization Name

1. Applicant Organization Name

City of Hattiesburg

2. Agency Program Name: (if different from above)

Examples may be an office within a county government or smaller subsidiary of a larger umbrella organization.

This maybe the same information you entered when naming your application when you selected to apply.

Hattiesburg Police Department Victim Service Unit

3. Application Project Name: (Not Required)

This section is provided for organizations that choose to name the grant application project.

Hattiesburg Police Department Victim Service Unit

4. Is the organization a religious institution or faith based organization?

No

5. Is your organization a First Time Applicant

No

B. Organization Governance Authority

1. Governance Authority

Governance Authority means the entity that manages and directs the affairs and business of the agency/project. (Check only one)

State or Local Government

2. Authority to Apply

Authority to Apply for the grant application must be provided by the organization's Authorized Official.

See 'Organizational Authority' task.

Click [here](#) for information on Organizational Authority and Authorized Official

C. Organization Point of Contact

1. Authorized Official

Click [here](#) for more information on Authorized Official.

Name:	Toby Barker
Title:	Mayor
Email:	mayor@hattiesburgms.com
Phone Number:	601-545-4501

2. Primary Point of Contact

(Information must be provided even if duplicate of above.)

Name:	Whitney Harper
Title:	Victim Advocate
Email:	wharper@hattiesburgms.com
Phone Number:	601-545-4969

3. Primary Financial Point of Contact.

(Information must be provided even if duplicate of above.)

The financial official must have the obligatory authority and information to provide certification on behalf of the organization.

This individual must also have decision making authority pertaining to budget matters and fiscal responsibilities. This can include a chief financial officer, finance director, agency director or Board Treasurer.

Name:	Dawn Burns
Title:	Grants Accountant
Email:	dburns@hattiesburgms.com
Phone Number:	601-545-4681

D. Organization Financial Profile

1. Federal ID #

64-6000432

2. DUNS #

079448130

3. Agency Fiscal Year

October- September

4. SAM Expiration Date

Organizations are required to register with the System for Award Management (SAM) and provide documentation to OAIV. **Please see 'SAM Upload' task.**

To check the status of your SAM registration, please [click here](#).

Jul 30 2020

5. Financial Capability

Organizations are required to provide information on financial management systems and internal controls. Please see the "Financial Capability Task"

6. Indirect Costs

Is your agency requesting indirect costs?

Direct costs are those that can be specifically and easily identified with a particular project or activity.

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective.

Click [here](#) for more information and regulations on indirect costs.

No

E. Organization Victim Services Description**1. Type of Organization (Check only one)**

Law Enforcement

2. Type(s) of Victimization Served (check all that apply)

Responses Selected:

Adult Physical Assault (Aggravated/Simple Assault)

Adult Sexual Assault

Adult Sexually Abused/Assaulted as Children

Child Physical Abuse or Neglect

Child Pornography

Child Sexual Abuse/Assault

Domestic and/or Family Violence

DUI/DWI

Elder Abuse or Neglect

Human Trafficking: Labor

Human Trafficking: Sex

Other Vehicular Victimization (Hit and Run, etc)

Stalking/Harassment

Survivors of Homicide

Teen Dating Victimization

3. Does your proposed project application provide culturally specific services?

No

4. Does your proposed project application provide services to specific undeserved victim population(s)?

Yes

If yes, the application narrative must discuss any undeserved population(s) served or proposed to be served.

If yes, please identify the population(s) served. Note that underserved populations are categorized into two types: Characteristics and Victim Type.

Characteristics

Responses Selected:

Race/Ethnicity

Victim Type

No Responses Selected

**Program: Violence Against Women Act Services, Training, Officers and Prosecutors (STOP),
FY2021**

Applying For: Hattiesburg Police Department, Victims Services Unit

F. Organization Background

1. Organization History

(Word limit 200)

The Hattiesburg Police Department (HPD) was established in 1903. 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.

Known as an agency of "Pride and Progress," the Hattiesburg Police Department owns a solid record of achievement, making large strides in areas such as crime reduction, technological advancement and national recognition.

In 1998, the Commission of Accredited Law Enforcement Agencies (CALEA) awarded the Hattiesburg Police Department national accreditation, making the department the first law enforcement agency in the State of Mississippi to earn this prestigious status.

2. Organization Mission

(Word limit 50)

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.

3. Provide a brief description of the services/programs provided by your organization.

This should consist of all victim related services provided, including those not part of this application.

(Word Limit 450)

Due to a growing number of domestic violence cases, the Hattiesburg Police Department operates a Domestic Violence Unit/Victim Service Unit. This unit consists of detectives who are trained and well-educated in areas involving intimate relationship violence. Additionally, this unit works directly with the department's victim advocates in ensuring that victims are safe from harm, and also conducts follow-up interviews with victims, acquires supplementary evidence (photographs, medical reports, etc.), communicates with judges in preparing arrest warrants and indemnifies that all reported cases are completed before being forwarded for prosecution to the county's district attorney's office. The Domestic Violence Unit/Victim Service Unit also consist of two victim advocates whom provide assistance and support services directly to victims of crime. The Victim Services Unit supports victims of threatened or actual crime during the investigative and judicial processes.

The primary functions of the victim assistance unit include:

- Contact victims of crime by letter or telephone call to advise of their rights
- Offer referrals and information on community resources to victims of crime
- Assist crime victims with filing Crime Victim's Compensation claims
- Educate crime victims on the criminal justice process and provide information on the status of their investigation

Services Provided For

- Victims of sexual assault
- Victims of family and relationship violence
- Victims of violent crime
- Victims of stalking
- Surviving families of homicide victims
- Victims of non-family assaults/violence
- Families of youth that are missing or have run away
- Surviving families of suicide

4. Grant Funding Sources (Do Not Include OAIV grants)

List all grants which your organization is currently receiving or which have been applied for to support the same project being proposed in this application.

- Funding sources that would cover identical cost items outlined in this grant application and budget must be included.
- Do **Not** Include OAIV grants in this list.
- Grant sources include the following: federal, state, local, private; as well as appropriations received from local city and county units of government.

NOTE: You may need to scroll or tab right to complete this table.

	Grant Name	Grant Number / ID	Time Period of Funding	Applied	Status	Type	Amount of Funding	Purpose of Funds
1.							0.00	
2.							0.00	
3.							0.00	
4.							0.00	
5.							0.00	

Would you like to add more funding sources?

No

5. If your organization is a current OAIV Subgrantee, please select all current funding sources.

If your organization is not a current Subgrantee, select N/A.

Responses Selected:

OVW VAWA STOP - Services, Training, Officers Formula Grant Program

G. Organization Capacity

Describe your agency's expertise and organizational capacity to successfully implement the project.

Note: Please include information on the overall operations of your organization/agency here. Specific information related to the activities supported by each funding source will be requested in the project narrative section of the application

1. Brief Operational Description

This should include the overall operation of your organization. (ie. hours of operation, overall management of programmatic and fiscal responsibilities, decision making process)

(Word limit 450)

When a major crime involving a victim occurs, the Victim Services Unit's Victim Advocate is contacted by the 911 dispatch or on call detective whom respond to the crime scene. Each Advocate rotates being on-call weekly and this individual is available to the police and victim 24 hours a day for the entire on-call week. The Hattiesburg Police Department is open Sunday through Saturday 5:30am until 8pm. The Victim Advocates make referrals based on the victim's specific needs, provide assistance, shelter, clothing and medical help; court accompaniment for victims during trial periods and assistance with applications for crime compensation or private insurance. Advocates are available to assist all law enforcement officers at the Hattiesburg Police Department.

2. Describe the organization's relevant experience and recent accomplishments.

(Word limit 300)

Hattiesburg Police Department's Victim Services Unit was established in 2008, but the Police Department had employed Victim Advocates several years before the Victim Services Unit was established. The Victim Services Unit is housed within the Criminal Investigation Division of HPD. There are currently two Victim Advocate positions. The Victim Services Unit established the Sexual Assault Response Team (SART) in late 2018/early 2019. Also in 2018, both Victim Advocates attained Crisis Intervention Team (CIT) certification.

3. Personnel

a. Key Personnel:

Identify all key personnel, whether or not funded by OAIV, that will be responsible for oversight, management and implementation of the project.

Response should include the following:

1. name, title and qualifications of the individuals;
2. roles and responsibilities;
3. expected contribution to this project;
4. identification of primary contact for this grant project; and
5. identification of individual responsible for the day-to-day project activities.

(Word limit 400)

Dawn Burns is the Grant Accountant for the City of Hattiesburg, and has held this position since February 2017. She previously worked for the State Auditor's Office for three years, performing Single Audits of the school districts. She has an additional two years of experience performing Single Audits as a contractor on municipal audits. She is responsible for tracking grant expenditures, maintaining grant accounting files, grant financial reporting, and assisting with audits as needed. Dawn will serve as the primary financial point of contact for this grant.

Jennifer Shows is the Grant Coordinator for the City of Hattiesburg, and has held this position since July 2018. She previously worked as a Grant Administrator for the MS Dept. of Marine Resources. Jennifer is responsible for coordinating with city department personnel to develop programs and grant applications, submitting applications, maintaining grant files, and assisting with other grant tasks as needed—such as reporting, drawdowns, requesting extensions, and requesting budget amendments.

Whitney Harper will serve as the primary programmatic point of contact for this grant. Whitney has been funded under the VAWA grant since 2015. Whitney assists all victim victims and follow up with reports to meet all victims needs. She's responsible for attending all municipal court hearings and accompany victims and their family members through the criminal justice proceedings. Whitney also submits the monthly required reports to OAIV from the data she gathers.

b. Project Funded Personnel

Please see "Personnel Task" to provide information on all funded personnel hired or to be hired and upload requirements.

c. Organization Chart

You must provide a copy of your Organization Chart. Please see 'Personnel Task' to Upload.

4. Collaborative Partners

Describe your most significant collaborative partnerships with other organizations to ensure effective delivery of services and appropriate referrals.>Description must identify the collaborative partners.

Partnerships and collaborations can serve a variety of purposes, including: fulfilling gaps in services, referral sources, sharing resources, coordinating advocacy efforts, and/or improving operations.

Examples of collaborative partnerships may include, but not limited to such organizations in the following fields: (other) victim services programs, health care, mental health, substance abuse, schools, housing, job training, law enforcement, courts, and prosecutors.

(Word limit 400)

The Victim Services Unit collaborates with the Schaffer Center for Crisis Intervention, provides advocacy and counseling to post and secondary victims of sexual assault and homicides. Pine Belt Mental Health Resources, provides specialized services for children and their families, adults, elderly, persons with developmental disabilities, persons with chemical dependencies, and a person with a serious mental illness., Domestic Abuse Family Shelter, Inc., provides services for victims of domestic violence at no charge, including a 24-hour crisis line and a 24-hour shelter providing safe housing for women and children who are victims of domestic violence. Shelter services include child care, counseling, transportation, aftercare case management and referrals. The University of Southern Mississippi's Counseling Services which is a free and confidential mental health care service provided to students who are currently enrolled. Court Programs, provides sentencing alternative programs for adult and juvenile offenders. Specializes in the oversee of the offender of the justice systems with tracker pal and completing all mandatory requirements of the offender sentencing. Kid Hubs, providing forensic interview services and advocacy to children that have been victims of child abuse. MS Center for Legal Services (Earlene Gardner Victim Assistance Project provides legal assistance to victim of domestic violence and sexual assault: such as domestic abuse protection order, divorces, custody, housing, victim compensation and civil legal matters. External factors such as changes in state and federal laws could change how the Victim Service Unit operates.

5. Mandatory Training Attendance

a. Grant Application Management System (GAMS) Training Webinar.

Our organization certifies that one or more representatives attended the webinar or viewed the video provided by LITMOS.

Yes

If yes, please include name and title of staff who participated.

Whitney Harper- Victim Advocate

b. Civil Rights Training

Please note that all applicants, if awarded, will be required to participate in Civil Rights training. This training will be offered through a LITMOS training video. Additional information will be provided at a later date.

Program: Violence Against Women Act Services, Training, Officers and Prosecutors (STOP), FY2021

Applying For: Hattiesburg Police Department, Victims Services Unit

H. Conflicts of Interest

All applicants must provide the following information.

1. Does your organization have any current agreements/contracts with the Mississippi Department of Health (MSDH), including OAIV grants?

Yes

List all current agreements/contracts with MSDH. Include amount of grant funds and beginning/ending dates.

Do not enter any commas in amount column.

	Agreement/Contract	Amount	Begin Date	End Date
1.	FFY 2020 VAWA Stop Program	45895.28	July 1, 2019	June 30, 2020
2.		0.00		
3.		0.00		
4.		0.00		
5.		0.00		

Do you have more agreements/contracts to list?

No

Total Dollar Amount of all other current agreements/contracts with MSDH.

\$45895.28

2. Provide each member's name of your organization's Board of Directors or other governing body (i.e., trustees, alderman, supervisors, state/federal agency).

Nonprofits should include the following for the Board of Directors: Name, employment, home address, phone, email and date when current terms end. You should also indicate the Board Officers and their position.

You can respond to the question by uploading a document with the information.

Would you like to upload a document?

No

If no, please provide your response below:

(word limit 600)

Toby Barker- Mayor

Jefferey George- Ward 1 Councilman

Deborah Delgado- Ward 2 Councilwoman

Carter Carroll- Ward 3 Councilman

Mary Dryden- Ward 4 Councilwoman

Nicholas Brown- Ward 5 Councilman

3. Are any members of the governing body or project staff also MSDH employees?

No

4. Are any members of the governing body or project staff also spouses, parents, or children of MSDH employees?

No

**Program: Violence Against Women Act Services, Training, Officers and Prosecutors (STOP),
FY2021**

Applying For: Hattiesburg Police Department, Victims Services Unit

I. Service Area Description

1. List the number(s) of the congressional district(s) in which the project(s) will operate.

If you do not know your Congressional District then please visit:

<http://www.house.gov/representatives/find/>

District 4

2. Select the county(ies) in which the project(s) will operate

Responses Selected:

Forrest

Lamar

3. Please indicate whether the service area qualifies as a rural area.

Click [here](#) for more information to determine rural counties.

No

Application: Hattiesburg Police Department, Victims Services Unit

City of Hattiesburg

Violence Against Women Act Services, Training, Officers and Prosecutors (STOP), FY2021

Summary

ID: OVW-0000000041



Project Narrative

In Progress - Last edited: Jan 27 2020

Project Narrative

A. Problems and Needs

1. Identify the target population for your project.

(Word limit 200)

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 acts and as such, will need to be a focal point in our efforts.

2. Identify the problem to be addressed as it exists in your service area for the target population. Include recent LOCAL geographic info, demographic info, and/or crime data as available.

(Word limit 2000)

In 2019 the Hattiesburg Police Department responded to 21 aggravated assault , 21 domestic simple assault, 14 sexual assaults, 5 stalking and 32 simple assault by threat involving female victims. 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.

B. Implementation

1. Describe how your agency will implement the project and provide services to address the specific needs identified for your community and target population. This must clearly correspond and align with the stated goals, objectives and activities in this project.

(Word limit 3000)

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 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.).

2. Describe how the services provided are victim-centered, trauma-informed, and linguistically appropriate for the target community

(Word limit 650)

The services provided by Hattiesburg Police Department always prioritize victim safety and well-being; according to the victim's needs; listens to the concerns and needs of the victim; prioritizing victim safety and well-being, according to the victim's needs; takes measures to ensure confidentiality and privacy; reduces secondary trauma; gives information to explain the process and provide updates and provides options and flexibility whenever possible.

3. Describe how your agency will inform/assist victims with crime victim compensation applications and the Mississippi Crime Victims' Bill of Rights.

(Word limit 250)

The Hattiesburg Police Department Victim Service Unit provides victims with crime victim information packets. These packets include a copy of the crime victim compensation application and a copy of the MS Crime Victims' Bill of Rights. The victim also provides assistance when completing and making sure the application are mailed if applicable.

4. Outreach

a. Describe plan for conducting outreach to the target victim population(s).

(Word limit 250)

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.

Release public service announcements regarding domestic violence to media outlets such as television, radio and social media.

b. Does your project propose training or other education to community and specialized groups, including members of underserved populations?

Yes

If yes, describe the training or education to be provided, including the groups to receive the training and/or education, who will deliver the training and/or education, and what will be the purpose and anticipate result of the training and/or education.

(Word limit 350)

Victim Advocates are responsible for providing educational training on domestic violence and appropriate sexual assault responses to law enforcement officers, local schools, neighborhood associations, churches, and military personnel on an as-needed or as-requested basis. Victim advocate also setup training's for self-defense for women awareness twice a year, taught by a certified self-defense trainer during the course of this training the public are advised of their rights and local resources available if needed.

5. Volunteers

a. Will your agency utilize volunteers?

No

b. If applicable and/or required by the grant funding source that volunteers must be utilized, describe your volunteer program, how volunteers are used and provide Volunteer Job Descriptions.

If not applicable, please indicate N/A.

(Word limit 450)

N/A

c. Volunteer Job Descriptions

If applicable or required by the grant funding source, see 'Volunteer Job Description' task to upload the requested information.

D. Goals, Objectives And Activities

1. GOAL(S): State the project goals as they relate to client and community needs. These should be broad statements about what the project intends to accomplish. (Limited to 5)
2. OBJECTIVES: Objectives are specific statements describing the intended outcomes/impact of the project. As used in this RFP, the term outcome/impact refers to the difference that will be made by your project. Objectives should be S.M.A.R.T. (specific, measurable, achievable, realistic and time-limited). Objectives should include a description of who will be affected (target population), and what will happen (desired, observable measurable change). (Limited to 10)
3. ACTIVITIES: Activities are the efforts conducted to achieve objectives. This section should describe the planned activities, evidence-based interventions or program elements designed to accomplish the goal(s) and objective(s) of the project. You should describe the activities to be employed by the project and who will perform them to achieve the desired results. (No limit)

Click [here](#) for more information on Goals, SMART Objectives and Activities.

How many Goals do you have?

3

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.

Objectives for GOAL #1

List all activities that corresponds to each objective.

Only one Objective/Activity is required.

	Objective (word limit 50)	Activities (No Word limit)	Completion Date
	To increase awareness of domestic violence, stalking and sexual assault in the	Victim Advocate(s) release public service announcements regarding domestic violence to media outlets such as television, radio and	

1.	community of Hattiesburg from July 1, 2020 to June 30, 2021, paying particular attention to females between the ages of 18-52.	social media from July 1, 2020 to June 30, 2021. Post on social media regarding domestic violence once a week from July 1, 2020 to June 30, 2021, targeting females ages 18-52.	6/30/2021
2.	To conduct five community awareness events in the City of Hattiesburg on domestic violence, stalking and sexual assault from July 1, 2020 to June 30, 2021.	Victim Advocate(s) will conduct events for local awareness initiatives such as National Crime Victim's Rights Week, Stepping Out Against Violence, Domestic Violence Awareness Month ,Teen Dating Violence Awareness Month, and Sexual Assault Awareness Month to promote community awareness of domestic violence.	6/30/2021
3.			
4.			
5.			

Do you have more Objectives for GOAL 1?

No

GOAL #2

Serve the City of Hattiesburg as Victim Advocate(s) for women experiencing violence.

Objectives for GOAL 2

List all activities that corresponds to each objective.

Only one Objective/Activity is required.

	Objective (word limit 50)	Activities (no word limit)	Completion Date
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 July 1, 2020 to June 30, 2021.	Victim Advocate(s) attends all court hearings and is available to elaborate or provide a clearer understand to victims.	6/30/2021
2.	To serve as a mediator between City law enforcement and 100% of the victims from July 1, 2020 to June 30, 2021.	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.	6/30/2021
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 2020.	Victim Advocate will attend annual National Organization of Victim Assistance (NOVA) Conference to gain knowledge about evidence-based practices and obtain resources to use in the City of Hattiesburg.	6/30/2021
4.			
5.			

Do you have more objectives for GOAL 2?

No

GOAL #3

Provide appropriate service referrals to victims of domestic violence, stalking and sexual assault in the City of Hattiesburg.

Objectives for GOAL 3

List all activities that corresponds to each objective.

Only one Objective/Activity is required.

	Objective (word limit 50)	Activities (no word limit)	Completion Date
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 July 1, 2020 to June 30, 2021.	Victim Advocate(s) provide service referrals to victims of domestic violence, sexual assault and stalking for mental and physical needs.	6/30/2021
2.			
3.			
4.			
5.			

Do you have more Objectives for GOAL 3?

No

F. Evaluation Plan

1. Data Collection

Describe the data collection procedures you will undertake to collect and report the outputs and outcomes of the planned services or activities.

*Indicate what type of data will be collected; source(s) of information (clients, staff, program documentation); and tools used to collect the information.

*Ensure data collected is linked to progress toward achieving your measurable objectives as stated in your grant application.

*Data collection sources/tools can include, but not limited to: Clients Surveys, Pre/Post Tests, Services Surveys, Testimonials, Statistical Data, Training Participant surveys, Presentation Evaluations, Attendance reports, Observations, Logic models, and input from staff meetings.

(Word limit 300)

The number of incidents of domestic violence, stalking and sexual assault will be collected and documented. Additionally, the number and type of Victim Advocate interactions with victims will be recorded, including court hearings attended, phone consultations, office visits, call-outs, letter correspondence, and service referrals. The number of public service announcements, social media posts, and awareness events will be tracked. Photos and videos will be taken at each community awareness event/activity held, and a survey will be administered at the community events that the Victim Service Unit holds.

2. Data Collection Method

Describe how you will document your activities and collect the data.

***Indicate who will be managing the data collection, who will be collecting the data and the frequency of data collection.**

***Indicate how your grant funded project will be evaluated in both qualitative (numbers), quantitative means.**

***Indicate how information or data will be collected from the target population.**

***Data collection methods can include, but not limited to: Automated data management systems; In-person or Telephone surveys, and/or documentation analysis.**

(Word limit 300)

Whitney Harper, the Victim Advocate, is responsible for managing, collecting, and recording all data for reporting. Every Monday, the Victim Advocate collects and documents the number and type of interpersonal violence events reported, along with demographic data like age, sex and race of the victim as well as the outcome of court cases. Crime Scene Analysis keeps records of all incidents of interpersonal violence as well. The Victim Advocate keeps personal logs of interactions with victims through phone consultations, office visits, call-outs, and letter correspondence. The Victim Advocate also tracks the number of public service announcements, social media posts, awareness events, court hearings attended, phone calls made, and service referrals.

3. Analysis

Describe how the data collected will be used to evaluate/analyze the project, recognize faults/strengths/successes and make adjustments, if needed.

*Indicate how the information collected will be analyzed and/or interpreted.

*Indicate who will be responsible for conducting the analyses and who else maybe involved in analyzing the information

*Indicate how your program with utilize the information obtained from the evaluation results.

*Indicate who will be responsible for follow-up and monitoring in the event it is determined other actions or activities are needed to achieve the outcome of the proposed project.

Evaluation of project activities should be ongoing throughout the life of the project.

(Word limit 300)

The Victim Advocate will continuously review and compare the number of incidents and demographic data over time to evaluate trends and determine if there is an increase or decrease in the number of court cases pertaining to domestic violence, stalking, and sexual assault. She will also review personal logs and records of communications and service referrals to ensure all victims receive all services and assistance they need as well as information pertaining to court proceedings, suspect releases, and any other important developments that may arise in a timely manner. Information gathered through victim interactions will be used to assess if victims' needs are adequately being met and what additional assistance or services may be needed. Additionally, data from the surveys administered at community awareness events will be reviewed for planning future events, to determine effectiveness as well as potential ways to improve the events for the next year. All information collectively will be considered in determining within the Victim Services Unit if/how changes need to be made in processes and procedures to better serve victims.

4. Reporting information

Describe how the information is reported to OAIV.

***Indicate how you will report (communicate) the information.**

***Indicate who will prepare, review and finalize the report.**

***Indicate who will receive the report and the frequency of the dissemination, if other than OAIV.**

At the end of each month, the data regarding interpersonal violence events, demographic information, and outcome of court cases is recorded in the Victim Advocate's monthly progress reports to OAIV. The Annual Progress Reports are a combination of all the monthly reports. Additionally, call-out reports compiled by the Victim Advocate are provided to the immediate supervisor the day after the call-out, while the Victim Advocate's personal logs are consulted by the Victim Advocate's immediate supervisor on an as-needed basis.

G. Sustainability Plan

1. Describe the plan (or steps to be taken to develop a plan) to ensure continuity of the project, in the event continued funding is not available for any reason.

- This plan should clearly set forth the commitment of the applicant agency (or its community) to the value of the services and the need for continuity of the services.
- There is no guarantee that funds will be available in the future.
- Applicants must develop a plan to sustain project activities if federal funding or state funding through OAIV is no longer available. This may be through raising local support, location of additional federal sources, creation of program income, etc.
- A statement that the program will not continue without funding is not considered a sustainability plan.

(Word limit 400)

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.

Application: Hattiesburg Police Department, Victims Services Unit

City of Hattiesburg

Violence Against Women Act Services, Training, Officers and Prosecutors (STOP), FY2021

Summary

ID: OVW-0000000041



Civil Rights Compliance Form

In Progress - Last edited: Jan 27 2020

Civil Rights Compliance Form

Civil Rights Compliance

Please respond to the following questions.

1. If your organization is required to prepare a Utilization Report (formerly Equal Employment Opportunity Plan (EEO)) in accordance with 20 C.F.R. Sections 42.301-308, does the Sub-grantee have the Utilization Report on file for review?

Yes

If yes, indicate date Utilization Report was prepared.

Nov 1 2009

2. Is your organization required to submit a Utilization Report to the Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) in accordance with 28 C.F.R. 42.301-308, has your organization done so?

Yes

If yes, indicated date your organization submitted the Utilization Report.

Nov 3 2009

3. Has your organization submitted a Certification Form to OCR certifying compliance with the Utilization Report requirements?

Yes

If yes, indicate date your organization submit the Certification Form.

Nov 3 2009

4. How does your organization notify program participants and beneficiaries (e.g., through brochures, postings, or policy statements) that it does not discriminate in the delivery of services or benefits based on race, color, national origin, religion, sex and age (as well as sexual orientation and gender identity if the Sub-grantee receives funding from the Office of Violence Against Women (OVW) or under the Violence Against Women Act (VAWA of 1994, as amended)?

All complaints alleging discrimination are handled directly through Hattiesburg Police Department Internal Affairs, contact information for filing complaints can be found on the City of Hattiesburg Police Department website.

5. How does your organization notify employees and prospective employees (e.g. through advertisements, recruitment materials, postings, dissemination of orders or policies) that it does not discriminate on the basis of race, color, national origin, religion, sex, and disability (as well as sexual orientation and gender identity if your organization receives funding from OVW or under VAWA)?

Equal Opportunity Employment Posters are displayed in human resources and near time clocks. Additionally, a notice is included on the application for employment.

6. Does your organization have written policies or procedures for notifying employees on how to file complaints alleging discrimination by the Sub-grantee?

Yes

If yes, explain these policies and procedures.

All complaints alleging discrimination are handled directly by EEOC, contact information is posted in human resources and by the time clock.

7. Does your organization have written policies or procedures for notifying program participants and beneficiaries on how to file complaints alleging discrimination by your organization, including how to file complaints with the MS State Department of Health Office Against Interpersonal Violence and the OCR?

Yes

If yes, explain these policies and procedures.

All complaints alleging discrimination are handled directly through Hattiesburg Police Department Internal Affairs, contact information for filing complaints can be found on the City of Hattiesburg Police Department website.

8. Does your organization have more than 50 employees and receive DOJ funding of \$25,00 or more?

Yes

If yes, has your organization taken the following actions:

(a) Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42 Sub-part G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services?	Yes
(b) Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Pat 42, Subpart G?	Yes
(c) Notified participants, beneficiaries, employees, applicants, and others that the program does not discriminate on the basis of disability?	Yes

Comments

(No response)

9. Does your organization operate an education program or activity?

No

10. Has your organization complied with the requirement to submit to the OCR any adverse findings of discrimination against your organization based on race, color, religion, national origin, or sex that are the result of a due process hearing conducted by a federal or state court or a federal or state administrative agency?

N/A

Comments

(No response)

11. What steps has your organization taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)?

We have several contacts who are proficient in other languages we can contact for help with communication LEP. We also have other information posted in other languages.

12. Does your organization have a written language-access policy on providing services to LEP persons:

Yes

13. Does your organization conduct any training for its employees on the requirements under federal civil rights laws?

No

14. Does your organization provide federally funded services to eligible beneficiaries regardless of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice?

No

15. Does your organization conduct religious activities as part of its programs or services?

No

16. Is your organization a religious institution or faith-based organization?

No

Comments

(No response)

17. If your organization receives funding under VAWA or from OVW, does it serve male victims of domestic violence, dating violence, sexual assault, and stalking?

Yes

18. If your organization receives funding under VAWA or from OVW, does your organization provide sex-segregated or sex-specific services?

No

19. Will your organization attend mandatory Civil Right Compliance Training conducted by MSDH/OAIV?

Yes

Application: Hattiesburg Police Department, Victims Services Unit

City of Hattiesburg

Violence Against Women Act Services, Training, Officers and Prosecutors (STOP), FY2021

Summary

ID: OVW-0000000041



Personnel

In Progress - Last edited: Jan 24 2020

Personnel

Organization and Grant Project Staff

Is this project requesting funding for personnel?

Yes

If yes, Provide name and position of all funded personnel for this grant application. If the position is not yet filled, list as vacant.

	Name	Funded Position	Position Status
1.	Whitney Harper	Victim Advocate	Filled
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Do you have more positions to list?

No

You must upload the following for all key personnel and each requested funded position for this grant application.

- **Job Descriptions (hired or to be hired);**
- **resumes; and**
- **any certification or license required for the employee's position.**

Whitney Harper Resume 2.docx

Filename: Whitney Harper Resume 2.docx **Size:** 25.4 kB

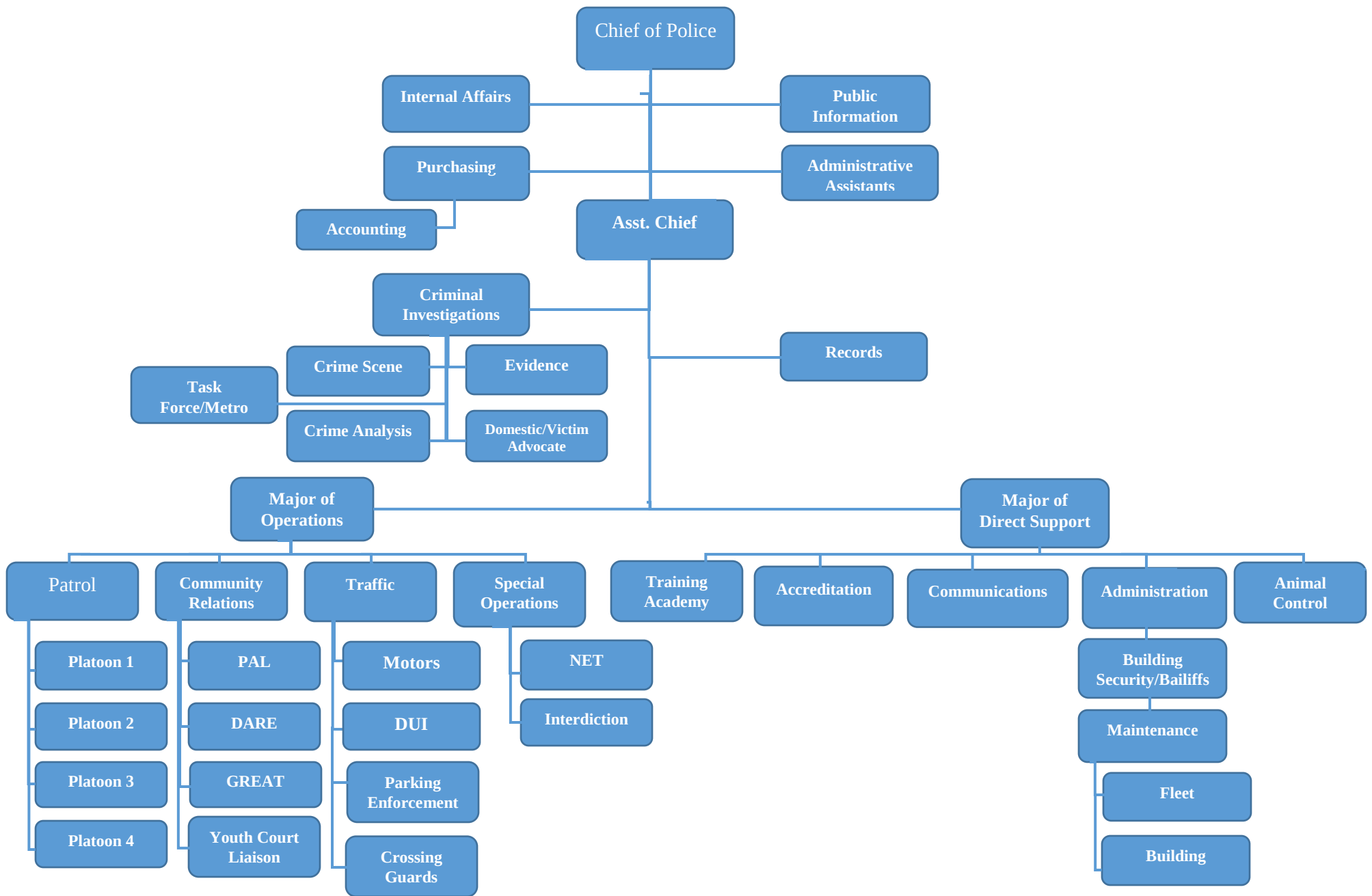
Victim Advocate Job Description.doc

Filename: Victim Advocate Job Description.doc **Size:** 31.2 kB

You must upload Upload your Organizational Chart

Organization Chart.pdf

Filename: Organization Chart.pdf **Size:** 297.1 kB



Revised 8/31/2018

Budget Detail Year 1

Organization Name: City of Hattiesburg

Agency Name: Hattiesburg Police Department

Fund Source: VAWA STOP

Project Title: Hattiesburg Police Department Victim Services Unit

Period Begin: 7/1/2020Period 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	\$ -

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 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	TBD	Lodging	\$125.00	1	3	\$ 375.00	\$93.75		\$ 93.75	\$ 281.25
Conference	TBD	Meals	\$ 46.00	1	3	\$ 138.00	\$ 34.50		\$ 34.50	\$ 103.50
Conference	TBD	Other	\$250	1	1	\$ 250.00	\$ 62.50		\$ 62.50	\$ 187.50
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			\$ -	\$ 635.00
Conference	Orlando, FL	Meals	\$ 55.00	1	5	\$ 275.00			\$ -	\$ 275.00
Other	Orlando, FL		\$ 575.00	1	1	\$ 575.00			\$ -	\$ 575.00
Conference	Dallas, TX	Lodging	\$ 164.07	1	5	\$ 820.35			\$ -	\$ 820.35
Conference	Dallas, TX	Meals	\$ 55.00	1	5	\$ 275.00			\$ -	\$ 275.00
Other	Dallas, TX		\$ 525.00	1	1	\$ 525.00			\$ -	\$ 525.00
Conference	Dals	Ground Transportation	\$ 23.00	1	5	\$ 115.00			\$ -	\$ 115.00
Total(s)						\$ 3,220.35	\$ -	\$ -	\$ -	\$ 3,220.35

Travel - Out of State Narrative

The Victim Advocate will travel to the 46th Annual NOVA Conference July 26-31 in 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. The Victim Advocate will also travel to the Conference on Crime Against Women May 18-21, 2020 in Dallas, TX. The goal of the Conference on Crimes Against Women is to provide practical instruction, using current information, the newest ideas and most successful intervention strategies, to those professionals responsible for combating the many and varied forms of crimes against women. The total cost of this trip \$1735.35: Lodging is 164.08 per day for 5 days = \$820.34 and parking \$23 per day for 5 days = \$115; meals are \$55 per day for 5 days = \$275 registration is \$525. The City of Hattiesburg will provide transportation to and from Dallas, TX which will

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 Match			Total Federal/State Funds
		Cost Base	Rate	Quantity	Total Budget Expense	Percentage	Total Project Cost	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	\$ -	\$ 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						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)							\$ -	\$ -	\$ -	\$ -	\$ -

Equipment Narrative**Subsidies, Loans and Grants 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			Total Federal Funds
	Cost Base	Indirect Cost Rate	
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	\$ 36,585.11	\$ 49,102.26

Budget Summary**Organization Name:**City of Hattiesburg**Agency Name:**Hattiesburg Police Department**Fund Source:**VAWA STOP**Project Title:**Hattiesburg Police Department Victim ServicesTotal
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	\$ 3,220.35	\$ -	\$ 3,220.35
F. Contractual	\$ -	\$ -	\$ -
G. Commodities	\$ 963.00	\$ 321.00	\$ 1,284.00
H. Equipment	\$ -	\$ -	\$ -
I. Subsidies, Loans and Grants	\$ -	\$ -	\$ -
Total Direct Costs	\$ 36,585.11	\$ 12,517.15	\$ 49,102.26
J. Indirect Costs	\$ -		\$ -
Total Project Costs	\$ 36,585.11	\$ 12,517.15	\$ 49,102.26

Percent of Grant Request to Total	75%	75%
Percent of Match to Total	25%	25%
Percent Project Total	100%	100%

Application: Hattiesburg Police Department, Victims Services Unit

City of Hattiesburg

Violence Against Women Act Services, Training, Officers and Prosecutors (STOP), FY2021

Summary

ID: OVW-0000000041



Match Source Verification Upload

In Progress - Last edited: Jan 27 2020

Match Source Verification

Match Source Verification

A. Please refer to the corresponding Request for Proposals for information on match requirements.

1. List intended match sources and amounts for this grant application project.
2. Funds from Federal sources or items obtained using federal funds **MAY NOT** be used to meet the match requirement.
3. Match source value(s) may only be used once.

Match Sources

Do not use commas.

	Cash/In-kind sources	Amount/Value
1	City - Payroll Taxes	611.16
2	City - Fringe Benefits	11394.24
3	City - Travel - In State	190.75
4	City - Commodities	321.00
5		0.00

Total Match

\$ 12517.15

B. VOCA ONLY

Partial match waivers for the VOCA grant may be requested in cases of hardship.

Is your organization requesting a VOCA Match Waiver?

N/A

Application: Hattiesburg Police Department, Victims Services Unit

City of Hattiesburg

Violence Against Women Act Services, Training, Officers and Prosecutors (STOP), FY2021

Summary

ID: OVW-0000000041



Financial Capability Questionnaire

In Progress - Last edited: Jan 27 2020

Financial Capability

MS State Department of Health Office Against Interpersonal Violence

BACKGROUND

All grant recipients through the Mississippi State Department of Health, Office Against Interpersonal Violence must meet certain financial management systems and internal control requirements, including those set out on the **"Part 200 Uniform Requirements" (2 C.F.R. Part 2800)**.

At a minimum, the financial management system of each MSDH/OAIV award recipient must provide for the following:

(1) Accounts of all grants identify:

- all federal awards received and expended;
- federal programs under which all federal awards were received; and
- MSDH/OAIV sub-grant number, year of the award and the federal funding source for the sub-grant.

(2) Accurate, current and complete disclosure of the financial results of each award or program.

(3) Records that adequately identify the source and application of funds for federally funded activities.

- These records must contain information pertaining to awards, authorizations, obligations, un-obligated balances, assets, expenditures, income and interest, and be supported by source documentation.

(4) Effective control over and accountability for all funds, property and other assets.

- The recipient must adequately safeguard all assets and ensure they are used solely for authorized purposes.

(5) Comparison of expenditures with budget amounts for each award.

(6) Other important requirements related to:

- records retention;
- access to award-related records and personnel; and
- use of open and machine-readable formats for records (format that data can be easily processed and read by a computer).

For additional information on management of federal grant funds, you can refer to the [OJP Financial Guide](#).

A. ORGANIZATION IDENTIFYING INFORMATION

1. Organization Name and Address:

Organization Name:	City of Hattiesburg
Street 1:	P.O. Box 1898
Street 2:	(No response)
City:	Hattiesburg
State:	MS
Zip Code:	39401

2. Authorized Official:

Please refer to the [Organizational Authority document](#) before completing items 2-3.

First Name:	Toby
Last Name:	Barker
Title:	Mayor
Email:	mayor@hattiesburgms.com
Phone:	601-545-4501

3. Authorized Financial Official:

Financial official must have obligatory authority and information to certify this document on behalf of the organization.

This individual must also have decision making authority pertaining to budget matters and fiscal responsibilities. This can include a chief financial officer, finance director, agency director or Board Treasurer.

First Name:	Lisa
Last Name:	Hanson
Title:	Comptroller
Email:	lhanson@hattiesburgms.com
Phone:	601-554-1034

4. Year Organization was Established:

1903

5. Employer Identification Number (EIN):

64-6000432

6. DUNS Number:

079448130

7. Is the organization a nonprofit entity(including a nonprofit institution of higher education) as described in 26 U.S.C. 501(c)(3) and exempt from taxation under 26 U.S.C. 501(a)?

No

B. AUDIT

8. For purposes of this questionnaire, an “audit” is conducted by an independent, external auditor using generally accepted auditing standards (GAAS) or Generally Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.

A non-Federal organization that expends \$750,000 or more during the non-Federal organization's fiscal year in Federal awards must have a single or program-specific audit conducted for that year. A non-Federal organization that expends less than \$750,000 during the non-Federal organization's fiscal year in Federal awards is exempt from Federal audit requirements for that year. Please refer to Subpart F of 2 C.F.R. Part 200 for additional guidance.

a. Has the organization undergone any of the following types of audit(s)(Please check all that apply):

Click [here](#) for explanation of audit types.

Responses Selected:

“Single Audit” under OMB A-133 or Subpart F of 2 C.F.R. Part 200

Financial Statement Audit

c. Most Recent Audit Report Issued:

Within the last 12 months

9. Auditor's Opinion

a. On the most recent audit, what was the auditor’s opinion?

Qualified Opinion

b. Enter the number of findings (if none, enter "0"):

3

c. Enter the dollar amount of questioned costs (if none, enter "\$0"):

Do not enter any commas.

\$ 0.00

d. Were material weaknesses noted in the report or opinion?

Yes

C. ACCOUNTING SYSTEM

10. Which of the following best describes the organization's accounting system:

Combination of manual and automated

11. Does the organization's accounting system have the capability to identify the receipt and expenditure of award funds separately for each federal award?

Yes

12. Does the organization's accounting system have the capability to record expenditures for each Federal award by the budget cost categories shown in the approved budget?

Yes

13. Does the organization's accounting system have the capability to record cost sharing ("match") separately for each Federal award, and maintain documentation to support recorded match or cost share?

Yes

14. Does the organization's accounting system have the capability to:

a. accurately track employees actual time spent performing work for each federal award?

Yes

b. to accurately allocate charges for employee salaries and wages for each federal award?

Yes

c. maintain records to support the actual time spent?

Yes

15. Does the organization's accounting system include budgetary controls to preclude from incurring obligations or costs that exceed the amount of funds available under a grant award (the total amount of the award, as well as the amount available in each budget cost category)?

Yes

16. Is the organization familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles set out in 2 C.F.R. Part 200?

Yes

D. PROPERTY STANDARDS AND PROCUREMENT STANDARDS

Property Standards:

17. Does the organization's property management system(s) maintain the following information on property purchased with federal award funds:

a. description of the property	Yes
b. an identification number	Yes
c. the source of funding for the property, including award number	Yes
d. if applicable, who holds title	Yes
e. acquisition date	Yes
f. acquisition cost	yes
g. federal share of the acquisition cost	Yes
h. location and condition of the property	Yes
i. ultimate disposition information	Yes

Procurement Standards:

18. Does the organization maintain written policies and procedures for procurement transactions that:

a. are designed to avoid unnecessary or duplicative purchases	Yes
b. provide for analysis of lease versus purchase alternatives	Yes
c. set out a process for soliciting goods and services	Yes
d. include standards of conduct that address conflicts of interest	Yes

19. Are procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition?

Yes

20. Do the procurement policies and procedures require documentation of the history of a procurement, including the rationale for the method of procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?

Yes

21. Does the organization have written policies and procedures designed to prevent the organization from entering into a procurement contract under a federal award with any entity or individual that is suspended or debarred from such contracts, including provisions for checking the “Excluded Parties List” system (www.sam.gov/SAM/) for suspended or debarred sub-grantees.

Click [here](#) for instructions on how to search an entity or individual in SAM.

Yes

E. TRAVEL POLICY

22. Does the organization maintain a standard travel policy?

Yes

If yes, please select if your organization adheres to any of the following regulations:

Combination of the above

F. SUBRECIPIENT MANAGEMENT AND MONITORING

23. Does the organization award or intend to award sub-grants to other entities?

Yes

a. If yes, does the organization have written policies, procedures, and/or guidance designed to ensure that any subawards made by the organization under a federal award -- (1) clearly document applicable federal requirements, (2) are appropriately monitored by the organization, and (3) comply with the requirements in 2 CFR Part 200 (see 2 CFR 200.331)?

Yes

b. If yes, is the organization aware of the differences between subawards under federal awards and procurement contracts under federal awards, including the different roles and responsibilities associated with each?

For more guidance on the difference between a subaward and a contract, please click [here](#).

Yes

c. If yes, does the organization have written policies and procedures designed to prevent the organization from making a subaward under a federal award to any entity or individual is suspended or debarred from such subwards?

Yes

G. DESIGNATION AS 'HIGH-RISK' BY OTHER FEDERAL AGENCIES

24. Is the organization designated “high risk” by any grant-making agency other than OAIV?

High risk includes any status under which an awarding agency provides additional oversight due to the organization's past performance, or other programmatic or financial concerns with the applicant.

No

H. CERTIFICATION ON BEHALF OF THE ORGANIZATION

The certification must be made by the organization's authorized official or their designee **and** the chief financial officer or other financial official with the requisite knowledge and authority.

Click [here](#) for more information on authorized official and designee.

Authorized Official Certification (or Designee)

On behalf of the organization, I certify to the MS State Department of Health, Office Against Interpersonal Violence, that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the organization.

Authorized Official or Designee Signature

Name:	Toby Barker
Title:	Mayor
Phone Number:	601-545-4501

DATE SIGNED:

Feb 18 2020

Chief Financial Officer or other Financial Official Certification

On behalf of the organization, I certify to the MS State Department of Health, Office Against Interpersonal Violence, that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the organization.

The financial official must have the obligatory authority and information to provide certification on behalf of the organization.

This individual must also have decision making authority pertaining to budget matters and fiscal responsibilities. This can include a chief financial officer, finance director, agency director or Board Treasurer.

Chief Financial Officer or other financial official Signature _____

Name:	Lisa Hanson
Title:	Comptroller
Phone Number:	601-554-1034

DATE SIGNED:

Application: Hattiesburg Police Department, Victims Services Unit

City of Hattiesburg

Violence Against Women Act Services, Training, Officers and Prosecutors (STOP), FY2021

Summary

ID: OVW-0000000041



Assurances and Certifications

In Progress - Last edited: Jan 27 2020

ASSURANCES AND CERTIFICATIONS

A. Non-Supplanting:

The undersigned certifies, to the best of his or her knowledge and belief, that no federal funds will be used to supplant or replace funds or other resources that would otherwise have been made available or previously budgeted for this project and that the information contained in this certification is correct and in accordance with the requirements of the application guidelines.

B. Lobbying Certification:

1. The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

2. The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Reporting of Fraud, Waste and Abuse

The undersigned certifies, to the best of his or her knowledge and belief, that it has policies:

1. requiring that any person having credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor or other person affiliated with this organization has either submitted a false claim for grant funds under the False Claims Act or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or other similar misconduct involving grant funds to report the fraud, waste, abuse or other misconduct to OAIV;
2. for providing notification to employees and those receiving services of this policy; and
3. include information on how to report to the Office of the Inspector General, U.S. Department of Justice, Investigations Division.

D. Non-Disclosure

The undersigned certifies, to the best of his or her knowledge and belief, that it does not, and will not, require any employee or contractor to sign an internal confidentiality agreement or statement prohibiting or otherwise restricting, or purports to prohibit or restrict, the reporting of waste, fraud or abuse to an investigative or law enforcement representative of a federal or state department or agency authorized to receive such information.

E. Non-Retaliation

The undersigned certifies, to the best of his or her knowledge and belief, that the organization does not, and will not, discriminate against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health and safety, or a violation of law, rule or regulation related to a federal grant or imposed by OAIV. This includes any allegation of a violation of a civil rights law or non-discrimination provision.

F. Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Federal Executive Orders 12549 and 12689 require the Mississippi State Department of Health to screen each covered lower-tier participant (sub-grantees) to determine whether each has a right to obtain a

contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. By signing and submitting this certification the lower tier participant accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Mississippi State Department of Health may pursue available remedies, including suspension and/or debarment.
2. The contractor will provide immediate written notice to the person to which this certification is submitted if at any time it learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The contractor agrees by submitting this certification that, should the proposed covered agreement be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered transactions or subcontracts and in solicitations for all covered transactions or subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A participant must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. If a participant in a covered transaction knowingly enters into a covered subcontract with a

person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, including suspension and/or debarment.

The undersigned certifies, to the best of his or her knowledge and belief, as follows: (check as appropriate)

Responses Selected:

The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Mississippi.

G. Certification Regarding Meaningful Access to Individuals with LEP and Equal Opportunity Requirements

As the Authorized Official for the below identified Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of the Subgrantee's duties and responsibility under Parts I and II of this Certification.

Part 1. Requirements of Subgrant Recipients: All subgrant recipients (regardless of the type of entity or the amount of funding awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access to all persons.

I certify that this agency will maintain data (and submit when required) to ensure that services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 C.F.R. 42.207 and 42.301 et seq; and our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act (See also Executive Order #131166).

I certify that this agency will maintain data (and submit when required) to ensure that services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 C.F.R. 42.207 and 42.301 et seq; and our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act (See also Executive Order #131166).

I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Office Against Interpersonal Violence, Mississippi State Department of Health, within forty-five (45) days of the finding, and/or if the finding occurred prior to the grant award date.

In the space provided below, **identify** the person responsible for reporting civil rights findings of discrimination (include name, title, address and phone number):

Harris Tapp, Lt. Internal Affairs
601-545-4936
300 Klondyke St.
Hattiesburg, MS 39401

H. Equal Employment Opportunity Utilization Report (formerly EEOP) Certification.

Check the Certification that applies to this subrecipient agency during the period of the grant duration.
Check only the one appropriate Certification (A, B, or C).

Certification A

No Responses Selected

Certification B

Responses Selected:

CERTIFICATION B: UTILIZATION REPORT MUST BE ON FILE. This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from OAIV, MSDH, more than \$25,000 but less than \$500,000 in federal U.S. Department of Justice funds.

Therefore, I certify that the funded entity has formulated a Utilization Report in accordance with 28 C.F.R. 42.301 et seq., subpart E, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of OAIV, MSDH, or the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice (OCR), as required by relevant laws and regulations

Certification C

No Responses Selected

Organization Name:

City of Hattiesburg

Authorized Official's Signature (or Designee): _____

Authorized Official's (or Designee's) Typed Name:

Toby Barker

Authorized Official's (or Designee's) Title:

Mayor

Date Signed

Feb 18 2020

Application: Hattiesburg Police Department, Victims Services Unit

City of Hattiesburg

Violence Against Women Act Services, Training, Officers and Prosecutors (STOP), FY2021

Summary

ID: OVW-0000000041



Application Submission Signature

In Progress - Last edited: Jan 27 2020

Application Submission Signature

As the authorized signatory official or designee, by signing this document I attest to the following:

- I have reviewed this application and all information contained in the application is true and correct to the best of my knowledge; and
- I have been duly authorized to sign this application by the appropriate governing body.

Signature

Name

Toby Barker

Title

Mayor

Date

Feb 18 2020

Phone Number

601-545-4501



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Anthony Parker

cc:

Date: Tuesday, February 18, 2020

Re: Authorize submission of Mississippi Office of Highway Safety Grant Application in the amount of \$83,857 for the FY21 Impaired Driving Program; Authorize Mayor to execute in duplicate.
File Number: 2020-107
Minute Book #

Summary

FY21 MOHS Impaired Driving Grant Application

Recommendation Statement

I recommend authorization of submission of Mississippi Office of Highway Safety Grant Application in the amount of \$83,857 for the FY21 Impaired Driving Program and authorization for the Mayor to execute in duplicate.

Please place this on the February 18, 2020 City Council meeting for consideration.

FY21 MOHS IMPAIRED DRIVING GRANT APPLICATION (154/405)

Mississippi Office of Highway Safety

1025 North Park Drive

Ridgeland, MS 39157

Phone: (601)977-3700; Fax: (601)977-3701

mohs@dps.ms.gov

1. Applicant Name: City Of Hattiesburg Mailing Address: 300 Klondyke Street Hattiesburg MS 39401 Telephone: 601-544-7900 E-Mail: jshows@hattiesburgms.com		2. Date: 2/5/2020							
		3. Beginning and Ending Dates: ____ Full Grant: (October 1, 2020-September 30, 2021)							
		4. Subgrant Payment Method: <u> X </u> Cost Reimbursement Method							
		5. DUNS # -							
		6. Congressional District- 4							
7. Program Title: Alcohol Countermeasures									
8. The following funds will be proposed for FY21 funding:									
A. COST CATEGORY		B. SOURCE OF FUNDS							
(1) Personal Services-Salary	\$83,857	(1) Federal	\$83,857						
(2) Contractual Services		(2) State							
(3) Travel		(3) Local							
(4) Equipment		(4) Other							
(5) Commodities									
TOTAL	\$83,857	TOTAL	\$83,857						
9. The applicant agrees to operate the program outlined in this application in accordance with all provisions as included herein. The following sections are attached and incorporated into this application: <table border="0"><tr><td>Project Identification</td><td>Proposed Countermeasures</td></tr><tr><td>Travel</td><td>Equipment</td></tr><tr><td>Commodities</td><td></td></tr></table> All policies, terms, conditions, and provisions in the application provided to applicants, are also incorporated into this agreement, and applicant agrees to fully comply herewith.				Project Identification	Proposed Countermeasures	Travel	Equipment	Commodities	
Project Identification	Proposed Countermeasures								
Travel	Equipment								
Commodities									
10. Approved Signature of Authorized Official (Mayor/Board of Supervisor President/Commissioner) for Jurisdiction to Apply: 2/18/2020		MOHS USE Only:							
Signature _____ Date _____									
Print Name: Toby Barker Title: Mayor									

Problem Identification:

Location:

This section must be filled out completely for all project applications.

City Name:	City of Hattiesburg
County Name:	Forrest and Lamar
Surrounding Counties:	Jones, Perry, and Stone
Troop District:	J
Number of Officers In Agency:	100
Number of Officers to Work Grant:	1

Number of Square Miles:	54
Number of Population:	46,377
Major Roadways in the Area:	I 59, US HWY 11, US HWY 49, US HWY 98, and MS HWY 42, Hardy St.,

Problem Identification

Summary:

Please provide a detailed problem identification description for the location that the grant will seek funding, such as high speed areas, college/universities, factories, community events, alcohol related establishments, etc. **Please limit to 350 words for the Problem Identification Summary.**

The City of Hattiesburg has two universities, The University of Southern Mississippi (USM) and William Carey University (WCU). USM has an approximate enrollment of 14,133 students. The city is impacted by events in which alcohol is consumed. Social fraternities and sororities are a USM tradition that helps contribute to Hattiesburg's night life. USM is allowed to sell alcohol at their athletic events, which is a good thing if those who drink the alcoholic beverages do it responsibly. Football tailgating as well as USM's successful baseball program lead to influx of traffic in the city. WCU has an enrollment of approximately 5,000 students which brings students and other fans to their athletic events. Hattiesburg has several events that allow alcohol and has a large attendance such as: Hub Festival 15,000; Que-Delta Week-10,000-15,000; Spring Party/USM Pledge Week-unknown attendance, Eagle Palooza-5,000; and Mardi Gras Parade-20,000.

Problem Identification
Proposed Target, Performance Measure and Strategies to be achieved during FY21:

See Grant Funding Guidelines for information on correct format and information needed under this section. Must be specific, measureable (include hard numbers from previous year), detailed outline of program activities and projected achievements during grant period.

Alcohol Countermeasures (154 AL) - Alcohol enforcement projects are strictly for alcohol only related activities, programs and projects. Agencies must have a presence of alcohol related fatalities, injuries, crashes and citations in the area of service. The alcohol program is to work within the state to reduce alcohol related DUI fatalities, crashes and injuries through high visibility enforcement, checkpoints, saturation patrols and earned media.

Impaired Driving (405d) - The Impaired Driving program is for enforcement agencies working to reduce alcohol & drug related fatalities on our roadways. Agencies must have a presence of alcohol and drug related fatalities, injuries, crashes and citations in the area of service. Grant funds are to reduce alcohol and drug related fatalities, injuries and crashes through high visibility enforcement, checkpoints, saturation patrols and earned media.

Please use fatality data first, if agency has no fatalities during 2018, please use injury data. If agency does not have injuries, then agency should use data related to crashes.

Target for Enforcement Project-Alcohol Countermeasures (154AL):

The jurisdiction/agency of Hattiesburg will (reduce or maintain) the number of alcohol related fatalities from 3 in 2018 to 3 by the end of 2021.

The jurisdiction/agency of Hattiesburg will (reduce or maintain) the number of alcohol related injuries from 15 in 2018 to 13 by the end of 2021.

The jurisdiction/agency of Hattiesburg will (reduce or maintain) the number of alcohol related crashes from 44 in 2018 to 42 by the end of 2021.

Target for Enforcement Project-Impaired Driving (405d):

The jurisdiction/agency of _____ will (reduce or maintain) the number of alcohol related fatalities from _____ in 2018 to _____ by the end of 2021.

The jurisdiction/agency of _____ will (reduce or maintain) the number of drug related fatalities from _____ in 2018 to _____ by the end of 2021.

The jurisdiction/agency of _____ will (reduce or maintain) the number of alcohol related injuries from _____ in 2018 to _____ by the end of 2021.

The jurisdiction/agency of _____ will (reduce or maintain) the number of drug related injuries from _____ in 2018 to _____ by the end of 2021.

The jurisdiction/agency of _____ will (reduce or maintain) the number of alcohol related crashes from _____ in 2018 to _____ by the end of 2021.

The jurisdiction/agency of _____ will (reduce or maintain) the number of drug related crashes from _____ in 2018 to _____ by the end of 2021.

Performance Measures for Enforcement Project: Please use 2018 grant funded citation data, if available. If your agency has never applied for grant funds or has not applied in several years, please start your “grant funded” citations at “0”. If you are requesting 405 D-Impaired Driving Funding, you must include a performance measure for alcohol and a performance measure for impaired (drug).

(Increase or Maintain) the number of grant funded DUI Arrest citations, by ___% from 146 in FY19 to 146 in FY21.

**** If applying for (405 D) fund: Please include measure listed below****

(Increase or Maintain) the number of grant funded DUI Other (drug) citations, by ___% from _____ in FY19 to _____ in FY21.

Strategies for Project:

- Conduct at least 7 checkpoints during year. (Enforcement Only)
- Conduct at least 7 saturation patrols during year. (Enforcement Only)
- Conduct at least 2 alcohol presentations during year (If Applicable for 154 Alcohol Funding Grants Only with a Full-time Officer)
- Will there be Law Enforcement Instructor training (SFST, ARIDE, DRE) hours/time conducted and/or claimed during grant period? (Individual Officers Only-This is a requirement for instructors to receive reimbursement)

 x Yes No

FY21 Proposed Program Coordination:

If grant is awarded, please identify the following persons that will be working on grant activities and will be responsible for the grant. **NOTE: The signatory official is the Mayor, Board of Supervisors President, or Commissioner**

Name of Chief/Sheriff/Partner: Anthony L. Parker	Name of Project Director: Captain Carlos Cook
Phone Number: 601-545-4901	Phone Number: 601-545-7786
Email Address: alparker@hattiesburgms.com	Email Address: ccook@hattiesburgms.com

Name of Financial Manager: Lisa Hanson	Name of Signatory Official: Mayor Toby Barker
Phone Number: 601-554-1034	Phone Number: 601-545-4501
Email Address: lhanson@hattiesburgms.com	Email Address: tbarker@hattiesburgms.com

FY21 Proposed Program Coordination:
Proposed Project Staff for Grant Responsibilities:

Submit information for proposed project staff that will be funded with federal funds under the grant agreement. All expenses must be in accordance to current state and federal guidelines.

*Unallowable Personnel Expenses for FY21: Fringe benefits (FICA & Retirement) and health insurance will not be allowable personnel expenses during FY21 for law enforcement agencies.

*Individual Officer Criteria: The MS Office of Highway Safety may provide funding for an Individual DUI Officer. In order to maintain funding for an individual officer, an agency must be a continuation project and meet 60% of the following criteria:

- At least (1) DUI Fatal in 2018;
- At least (1) DUI Injury in 2018;
- Top 30 Alcohol or Drug Fatality County;
- FY19 Grant Funded Arrests of 52 or higher, per officer;
- Met or Exceeded Performance Measures agreed upon by agency in FY19 Grant Agreement

Personnel Title:	% of Time	Regular Rate of Pay	Overtime Rate of Pay	# of Hours	Total
Sheryl Patterson	100	\$18.99		2236	\$42,461
Sheryl Patterson	100		\$28.49	400	\$11,396
Checkpoint officers	-		25 (average)	1200	\$30,000

****The regular and overtime rate of pay noted above should be the rate of pay the officer is paid by your agency. The rate of pay should not be increased for grant purposes. If approved for funding, all pay rates requested for reimbursement will be verified with the agency check stub and/or agency payroll documentation.**

FY21 Proposed Contractual Services Expenses:

Include a detailed assessment of contractual services within the program area in which you will be applying. Also, include a cost estimate for all contractual needs (rental, shipping costs, etc.). All expenses must be in accordance to current state and federal guidelines.

Type of Contractual Service Expenses:	Quantity/Amount of Service/Amount per Month	Total Costs of Expenses:
Total Contractual Service Expense:		

FY21 Proposed Travel Expenses:

Include a detailed assessment of travel needs within the program area in which you will be applying. Also, include a cost estimate for all travel needs (airfare, hotel, hotel taxes, per diem, mileage, parking, baggage, and gratuity). All expenses must be in accordance to current state and federal guidelines.

Type of Travel	Number of People:	Cost:	Total:
STARS Conference			
Room rate			
Meals			
Tips			
Total Travel Expense:			

FY21 Proposed Equipment:

Grant funding must be tied to performance, data and problem identification. Applications that are requesting equipment only applications will not be funded. Please list the cost for each piece of equipment requested.

Federal guidelines require equipment purchased must be essential to the project. If any equipment is requested in the application, **please include quotes (0 to \$5,000.00 requires one quote, over \$5,000.00 requires two quotes)** for the equipment, equipment descriptions and a thorough explanation of the use of the equipment and how it will impact the target and the agency problem identification.

All equipment must be approved by MOHS and/or NHTSA and be included on the Conforming Product List (CPL) and must be used specifically for the purposes for which is purchased. CPL list can be found at:

- Alcohol Screening Devices: (Only 154/405D/402PTS)
<http://www.gpo.gov/fdsys/pkg/FR-2012-06-14/pdf/2012-14582.pdf>
- Breath Alcohol Measurement Devices: (Only 154/405D/402PTS)
<http://www.gpo.gov/fdsys/pkg/FR-2012-06-14/pdf/2012-14581.pdf>
- Calibrating Units for Breath Alcohol Testers(Only 154/405D/402PTS)
http://www.dot.gov/sites/dot.dev/files/docs/20121022_CPL_Calibrating_Units.pdf

Unallowable equipment for FY21: Guns, Ammunition, Uniforms, Vehicles, Body Armor and Body Cameras. Radar and lidars are unallowable under alcohol/impaired funding sources.

Type of Equipment:	# Requested:	Cost Per Item (Quote Required):	Line Total:
Total Equipment Expense:			

FY21 Proposed Commodities:

Include a detailed assessment of other grant expenses within the program area in which you are applying. Also, include a cost estimate for all additional grant expenses (mouthpieces, tape, office supplies, etc.). All expenses must be in accordance to current state and federal guidelines.

Federal guidelines require commodities purchased must be essential to the project. If any commodities are requested in the application, **please include quotes (0 to \$5,000.00 requires one quote, over \$5,000.00 requires two quotes)** for the commodities, commodities descriptions and a thorough explanation of the use of the commodities and how it will impact the target and the agency problem identification.

Type of Commodity Expenses:	Quantity	Cost Per Item (Quote Required):	Total of Expense:
Total of Commodity Expenses:			

Mississippi Office of Highway Safety

MOHS FY21 Application Submission

The application submitted to the MOHS is a request for funds. Funding is based on funds available to the MOHS through federal and state funds. Application requests received are not guaranteed and will be subject to be adjusted, as funding is available.

Each application will be reviewed by the MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment and other expenses requested to enhance the already existing program. The proposed targets, performance measure and strategies are also reviewed for effectiveness and efficiency.

Applications received from continuation grant agencies will be reviewed by MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment and other expenses requested to enhance the already existing program. Grants will also be funded based on the review of past grant performance of meeting targets and performance measures, expenditure of previous grant funds and information from program documentation and assessments.

The MOHS grant program is a data driven program and all applications must represent a need and the ability to help reach the State's target and performance measures to help reduce fatalities, crashes and injuries.

Submission of A-133 Financial Audit

All applicants for the FY21 MOHS Grant Application must submit a copy of the most recent A-133 financial audit from the requesting agency. If the A-133 financial audit is not included with the grant application, the application will not be considered for funding eligibility.

Incomplete Applications:

If all sections of this Application are not filled out, documentation provided and/or justifications provided, this Application will not be considered for review and/or approval. This includes missing signatures.

Agreement of Understanding and Compliance:

The Agreement of Understanding and Compliance documents will be attached within the FY21 Grant Agreement. The Applicant will be required to sign all compliance documents upon receipt of the finalized Grant Agreement between the State, MOHS and applicant. Certifications and assurances will be included in the Grant Agreement.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, February 18, 2020

Re: Acknowledge receipt of Closing Documents for the Tuscan Avenue Infrastructure Improvements project, approve final acceptance of project, and authorize payment of final pay application to contractor.
File Number: 2020-96
Minute Book #

Summary

Acknowledge receipt of Closing Documents for the Tuscan Avenue Infrastructure Improvements project, approve final acceptance of project, and authorize payment of final pay application to contractor.

Recommendation Statement

This is the final pay estimate and close out documents for this project. I recommend approval.

Please place this on the February 18, 2020 City Council meeting for consideration.

**CONSENT OF SURETY
TO FINAL PAYMENT**
AIA Document G707

Bond no. 107084571

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☐
OTHER	☐

TO OWNER: City of Hattiesburg
(Name and Address) Hattiesburg, MS 39401

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Tuscan Avenue & Penton Street Sewer
Rehabilitation, Hattiesburg, MS

PROJECT: Tuscan Avenue & Penton Street Sewer
(Name and Address) Rehabilitation, Hattiesburg, MS

CONTRACT DATED: 4/16/2019

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

Travelers Casualty and Surety Company of America
Hartford, CT

, SURETY,

on bond of
(Insert name and address of Contractor)

Jay Bearden Construction, Inc
P O Box 180428
Richland, MS 39218

, CONTRACTOR,

hereby approves final payment to the Contractor and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to
(Insert name and address of Owner)

City of Hattiesburg
Hattiesburg, MS 39401

, OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: 1/31/2020
(Insert in writing the month followed by the numeric date and year.)

Travelers Casualty and Surety Company of America

(Surety)


(Signature of Authorized Representative)

Attest:
(Seal):

Sherrill A. Kelley, Attorney-in-fact
(Title)





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **SHERRILL A KELLEY** of **RIDGELAND** **Mississippi**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 31st day of January, 2020



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**

 AIA Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☐
OTHER	☐

PROJECT: Tuscan Ave. & Penton Street Sewer Rehab.

ARCHITECT'S PROJECT NUMBER:

TO OWNER: City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

CONTRACT FOR:
CONTRACT DATED:

STATE OF: Mississippi
COUNTY OF: Rankin

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

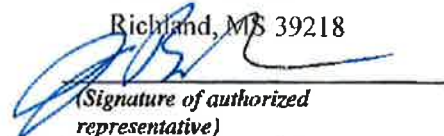
EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: Jay Bearden Construction, Inc.
P O Box 180428
Richland, MS 39218

BY:


(Signature of authorized representative)
Jay Bearden, President
(Printed name and title)



Subscribed and sworn to before me on this date: 2/5/20

Notary Public: Terry K Bearden
My Commission Expires: 11/27/2021



Jay Bearden Construction, Inc

P O Box 180428

Richland, MS 39218

Office: 601-939-4292 • Fax: 601-939-4246

Email: keith@jbc.ms

MS COR# 09155MC LA COR# 55217

February 5, 2020

Mr. Shea McNease
Shows-Deerman & Waits
301 Second Ave.
Hattiesburg, MS 39401

RE: One Year Warranty
PROJECT: Tuscan Ave. & Penton Street Sewer Rehabilitation

Affidavit of Labor and Materials Warranty

We hereby guarantee all labor and materials used by JBC, Inc. on the above referenced project to be free from all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance date of October 24, 2019 and ending on October 24, 2020.

By: 
Name Printed: Jay Bearden
Title: President
Date: 2/5/2020

Subscribed and sworn to before me on the, 5th day of February, 2020.


Notary Public

11/27/2021

My Commission Expires





JAYBEAR-01

LBSHUFELT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/5/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fisher Brown Bottrell Insurance, Inc. P. O. Box 1490 Jackson, MS 39215	CONTACT NAME: Laura Beth Shufelt	
	PHONE (A/C, No, Ext): (601) 960-8218 FAX (A/C, No): (601) 208-8384	
	E-MAIL ADDRESS: lshufelt@fbbins.com	
INSURED Jay Bearden Construction, Inc. P.O. Box 180428 Richland, MS 39218	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: The Travelers Indemnity Company of America	25666
	INSURER B: Travelers Property Casualty Company of America	25674
	INSURER C: Safety National Casualty Corporation	15105
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
17A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Agg per Project GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER		CO0H681207TIA19	3/26/2019	3/25/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 XCU \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		8108M3611931926G	3/25/2019	3/25/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		CUP2N4848231926	3/25/2019	3/25/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Products & Comp Op \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☒ Y N/A if yes, describe under DESCRIPTION OF OPERATIONS below		SP4058819/WCD9400670019	7/1/2019	7/1/2020	☒ PER STATUTE ☐ O/H-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Worker's Compensation		SP4058819/WCD9400670019	7/1/2019	7/1/2020	SIR \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability & Automobile Liability policies contain blanket additional insured wording & blanket waiver of subrogation, when required by written contract. Workers Compensation coverage has blanket waiver of subrogation wording when required by written contract. All coverage is subject to policy terms, conditions and exclusions. A 30 Day Notice of Cancellation or Non-Renewal applies when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Hattiesburg 200 Forrest Street Hattiesburg, MS 39401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



Engineering Progress

January 31, 2020

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

Attn: Lamar Rutland, P.E.

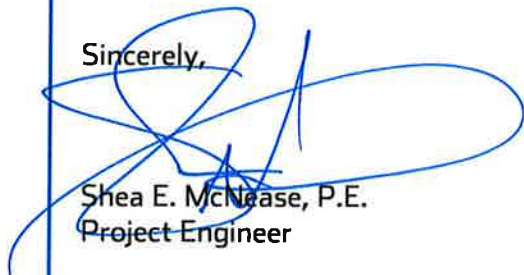
**RE: Tuscan Avenue & Penton Street Sewer Rehabilitation -
City of Hattiesburg**

Dear Mr. Rutland:

Enclosed please find Pay Estimate No. 4 (Final) in the amount of \$14,279.04 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

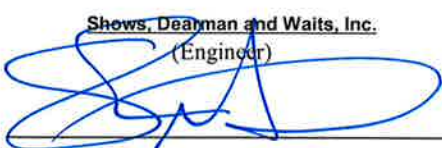
/sm

cc: Jay Bearden Construction
SDW files

093695-7220.68

MB 2019-103

RECEIVED
2/3/20

PERIODIC ESTIMATE FOR PARTIAL PAYMENT					
NAME OF PROJECT Tuscan Ave. & Penton Street Sewer Rehabilitation		PERIODIC ESTIMATE NUMBER 4 FINAL			
LOCATION OF PROJECT Hattiesburg, MS		ESTIMATE PERIOD 11/1/2019 to 11/30/2019			
NAME AND ADDRESS OF OWNER City of Hattiesburg 200 Forrest Street Hattiesburg, MS 39401		NAME AND ADDRESS OF CONTRACTOR Jay Bearden Construction, Inc. P.O. Box 180428 Richland, MS 39218			
SCHEDULE OF CONTRACT CHANGE ORDERS List every change order issued to date of this request even if no work has been done under on or more such orders.					
CONTRACT CHANGE ORDER				ADDITIONS TO CONTRACT PRICE AS SHOWN ON CHANGE ORDER (4)	DEDUCTIONS FROM CONTRACT PRICE AS SHOWN ON CHANGE ORDER (5)
NO (1)	DATE (2)				
TOTALS			\$0.00	\$0.00	
ANALYSIS OF ADJUSTED CONTRACT AMOUNT TO DATE					
(a)	ORIGINAL CONTRACT AMOUNT.....			\$	415,886.70
(b)	PLUS: ADDITIONS SCHEDULED IN COLUMN 4 ABOVE.....			\$	0.00
(c)	LESS: DEDUCTIONS SCHEDULED IN COLUMN 5 ABOVE.....			\$	0.00
(d)	ADJUSTED CONTRACT AMOUNT TO DATE.....			\$	415,886.70
ANALYSIS OF WORK PERFORMED TO DATE					
(a)	COST OF ORIGINAL CONTRACT WORK PERFORMED TO DATE.....			\$	249,617.59
(b)	EXTRA WORK PERFORMED TO DATE BY CHANGE ORDER.....			\$	0.00
(c)	TOTAL COST OF WORK PERFORMED TO DATE.....			\$	249,617.59
(d)	ADD: MATERIALS STORED AT CLOSE OF PERIOD.....			\$	0.00
(e)	SUBTOTAL OF (c) and (d).....			\$	249,617.59
(f)	LESS: RETAINAGE (0%).....			\$	0.00
(g)	SUBTOTAL OF (e) and (f).....			\$	249,617.59
(h)	LESS: AMOUNT OF PREVIOUS ESTIMATES.....			\$	235,338.55
(i)	AMOUNT DUE THIS ESTIMATE.....			\$	14,279.04
CERTIFICATE OF CONTRACTOR			RECOMMENDATION OF ENGINEER		
According to the best of my knowledge and belief, I certify that all items and amounts shown in this Periodic Estimate for Partial Payment are correct; that all work has been performed and/or duly authorized deviations, substitutions, alterations and/or additions; that the foregoing is a true and correct statement of the Contract account up to and including the last day of the period covered by the Periodic Estimate; and that no part of the "Amount Due This Estimate" has been received.			This Periodic Estimate for Partial Payment covers all pay item work performed by the Contractor through the estimate period stated hereon. The undersigned recommends payment of the amount on line (i) above subject to the provisions of the Contract Documents covering the repair or replacement of all defective work, if any, that may be discovered prior to final payment or expiration of the general guaranty period.		
<u>JAY BEARDEN CONSTRUCTION, INC.</u> (Contractor)			<u>Shows, Deelman and Waits, Inc.</u> (Engineer)		
By: <u>Keith Bearden</u>			By: 		
Title: <u>Vice President</u>			Title: <u>PROJECT ENGINEER</u>		
Date: <u>28-Jan-20</u>			Date: <u>2/3/20</u>		

CONTRACTOR: Jay Bearden Construction, Inc. PROJECT: Tuscan Ave. & Penton Street APPLICATION NO: 4 Final PERIOD: 11/01/19 TO 11/30/2019 CONTRACT BEGINNING DATE: 07/22/19 CONTRACT ENDING DATE: 10/30/19 COST BREAKDOWN Contract Days 100											
ITEM NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST	PREVIOUS APPLICATION QTY	PREVIOUS APPLICATION TOTAL COST	COMPLETED THIS MONTH QTY	COMPLETED THIS MONTH TOTAL COST	COMPLETED TO DATE QTY	COMPLETED TO DATE TOTAL COST
1	8" SDR 26 PVC Sewer Pipe (0-6)	252	LF	\$44.40	\$11,188.80	244.00	10,833.60	0.00	0.00	244.00	10,833.60
2	8" SDR 26 PVC Sewer Pipe (6-8)	252	LF	\$44.40	\$11,188.80	238.20	10,576.08	0.00	0.00	238.20	10,576.08
3	8" SDR 26 PVC Sewer Pipe (8-10)	911	LF	\$50.40	\$45,914.40	904.40	45,581.76	0.00	0.00	904.40	45,581.76
4	8" SDR 26 PVC Sewer Pipe (10-12)	335	LF	\$57.60	\$19,296.00	341.00	19,641.60	0.00	0.00	341.00	19,641.60
5	Removal of Existing Sewer Line	1750	LF	\$2.40	\$4,200.00	1727.00	4,144.80	0.00	0.00	1,727.00	4,144.80
6	Abandonment of Existing Sewer Line (All Sizes)	131	LF	\$3.60	\$471.60	131.00	471.60	0.00	0.00	131.00	471.60
7	Tracer Wire System for Sewer	1	LS	\$4,296.61	\$4,296.61	1.00	4,296.61	0.00	0.00	1.00	4,296.61
8	48" Precast Concrete Sewer Manhole (0'-6')	1	EA	\$2,621.00	\$2,621.00	1.00	2,621.00	0.00	0.00	1.00	2,621.00
9	48" Precast Concrete Sewer Manhole (8'-10')	1	EA	\$3,231.30	\$3,231.30	1.00	3,231.30	0.00	0.00	1.00	3,231.30
10	Demolition and Removal of Existing Manholes	3	EA	\$300.00	\$900.00	3.00	900.00	0.00	0.00	3.00	900.00
11	Drop Manhole Assembly (All Depths)	2	EA	\$595.18	\$1,190.36	1.00	595.18	0.00	0.00	1.00	595.18
12	4" Sanitary Sewer Service Cleanout	31	EA	\$250.86	\$7,776.66	19.00	4,766.34	0.00	0.00	19.00	4,766.34
13	4" SDR 26 PVC Pipe Sanitary Sewer Service	170	LF	\$13.50	\$2,295.00	0.00	0.00	40.00	540.00	40.00	540.00
14	6" SDR 26 PVC Pipe Sanitary Sewer Service	980	LF	\$14.80	\$14,504.00	507.00	7,503.60	0.00	0.00	507.00	7,503.60
15	8"x8"x6" PVC Service Tee	30	EA	\$128.76	\$3,862.80	19.00	2,446.44	0.00	0.00	19.00	2,446.44
16	Crushed Aggregate (Size 610)	1,070	Ton	\$54.60	\$58,422.00	790.47	43,159.66	0.00	0.00	790.47	43,159.66
17	Select Fill Material (Class 9, Group C), LVM	8,001	CY	\$11.20	\$89,611.20	2880.00	32,256.00	0.00	0.00	2,880.00	32,256.00
18	Concrete Pavement Repair (All Depths)	62	SY	\$65.00	\$4,030.00		0.00		0.00	0.00	0.00
19	Tuscan Avenue Roadway Repair	1382	Sy	\$50.40	\$69,652.80		0.00		0.00	0.00	0.00
20	9.5mm Hot Mix Asphalt	118	Ton	\$162.00	\$19,116.00	120.45	19,512.90	47.56	7,704.72	168.01	27,217.62
21	19mm Hot Mix Asphalt	59	Ton	\$162.00	\$9,558.00	30.39	4,923.18	0.00	0.00	30.39	4,923.18
22	Concrete Sidewalk Repair (All Depths)	75	SY	\$42.00	\$3,150.00	57.41	2,411.22	0.00	0.00	57.41	2,411.22
23	Concrete Curb & Gutter (Match Existing Type)	122	LF	\$24.00	\$2,928.00		0.00		0.00	0.00	0.00
24	6" Yellow Thermoplastic Detail Traffic Stripe	175	LF	\$1.20	\$210.00		0.00		0.00	0.00	0.00
25	Legend White Thermoplastic Traffic Marking (6")	722	LF	\$1.20	\$866.40		0.00		0.00	0.00	0.00
26	Solid Sod (Inc. Top Soil, Plants, Mulch, Water)	460	SY	\$8.00	\$3,680.00		0.00		0.00	0.00	0.00
27	Landscape Restoration	15	SF	\$15.00	\$225.00		0.00		0.00	0.00	0.00
28	Clearing and Grubbing	1	LS	\$1,800.00	\$1,800.00	1.00	1,800.00	0.00	0.00	1.00	1,800.00
29	Temporary Erosion Control	1	LS	\$1,200.00	\$1,200.00	1.00	1,200.00	0.00	0.00	1.00	1,200.00
30	Maintenance of Traffic	1	LS	\$3,000.00	\$3,000.00	1.00	3,000.00	0.00	0.00	1.00	3,000.00
31	Mobilization	1	LS	\$15,500.00	\$15,500.00	1.00	15,500.00	0.00	0.00	1.00	15,500.00
	Base Bid				\$415,886.73		241,372.87		8,244.72		249,617.59



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, February 18, 2020

Re: Acknowledge bids received February 6, 2020 for the Big Yank Demolition Project and accept the bid from Jack Ferrill's Heavy Equipment in the amount of \$162,500.00 as the lowest and best bid received; Authorize Mayor to execute contracts upon preparation.
File Number: 2020-95
Minute Book #

Summary

Acknowledge bids received February 6, 2020 for the Big Yank Demolition Project and accept the bid from Jack Ferrill's Heavy Equipment in the amount of \$162,500.00 as the lowest and best bid received; Authorize Mayor to execute contracts upon preparation.

Recommendation Statement

I recommend approval of this item.

Please place this on the February 18, 2020 City Council meeting for consideration.



February 6, 2020

Re: Big Yank Demolition
Hattiesburg, Mississippi
CN 19-3746

City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

Attn: Lamar Rutland

Dear Mr. Rutland:

This letter shall serve as our acknowledgement that the apparent low bidder for the above referenced project, Jack Ferrill's Heavy Equipment, holds valid and current Certificate of Responsibility Number 19884-MC with the Mississippi State Board of Contractors and has provided to you a bid bond in accordance with the Bid Security requirements.

Based on the above facts and the attached requested letters of recommendation from the City of Pascagoula and a coastal Engineering Firm, we anticipate that the Contractor can fulfill the duties of the proposed Contract for Construction.

Please also find the attached executed certified tabulation of bids, proposal forms, bid bonds, addendum 1, and original submitted bid mailing envelopes.

If you have any questions, please feel free to contact the office.

Respectfully,

Christian J. Landry, AIA
Vice President, Architect

February 6, 2020

Subject: Jack Ferrill Sr's Heavy Equipment Company

Reference Letter

To whom it may concern:

I have worked with Ferrill's Heavy Equipment (FHE) on numerous projects along the Mississippi Gulf Coast since I moved and began working here in 2007. These projects have included: demolition, excavation, erosion repair, dredging, utility work, paving, etc. This work was performed for my clients including: The Port of Pascagoula, the City of Pass Christian, Pass Christian School District, and the City of Gautier.

I highly recommend FHE based on my firsthand experience with them. My projects performed by FHE have always been completed on time, within budget, and with a high degree of quality. In addition, the few times warranty work was required, it was performed immediately.

I can be reached at shawn.wozencraft@mbakerintl.com or on my cell at 228.233.9669 if you have any follow up questions.

Respectfully,



Shawn Wozencraft, P.E.

Project Manager II



Adam Burks
Code Enforcement Supervisor

Code Enforcement Department

4015 14th St. - Pascagoula, MS. 39567

Tel: 228-938-6620 Fax: 228-938-6765

February 6, 2020

To whom it may concern,

This letter is intended to verify that in the year 2014, Jack Ferrill's Heavy Equipment was awarded the citywide demolition / property cleanup contract for the City of Pascagoula. From that time, has performed many commercial and residential demolitions to the satisfaction of this department.

Sincerely,

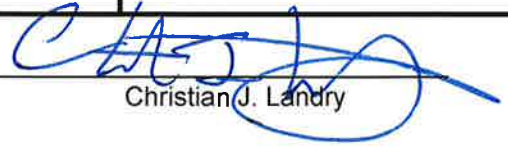
Adam Burks
Code Enforcement Supervisor
City of Pascagoula

**BIG YANK DEMOLITION
HATTIESBURG, MISSISSIPPI**

PROJECT NUMBER: CN 19-3746 BID DATE: February 6, 2020 at 10:00 a.m.

CONTRACTOR	Resp. No.	Number of Days	BASE BID	TOTAL
Codaray Construction, LLC	22429-MC	90	\$178,942.00	
Continental Rails, Inc.	14835-SC	150	\$249,900.00	
Demolition Specialist, LLC	21567-SC	90	\$187,200.00	
Fairley Construction Services, Inc.	17435-MC	365	\$444,400.00	
Gear's Construction	23543-MC		NO BID	
Greater Gulf Development	15010-MC	90	\$299,000.00	
Hanco Corporation	10558-MC		NO BID	
Jack Ferrill's Heavy Equipment	19884-MC	120	\$162,500.00	
Jay Bearden Construction Company	09155-MC	90	\$216,000.00	
R & J Construction, Inc.	13715-MC	120	\$191,376.00	
Twin L. Construction, Inc.	08365-MC	150	\$363,000.00	
Virginia Wrecking Company, Inc.	03255-MC		NO BID	

I certify that the above is a true and accurate tabulation of bids on the above referenced project:


Christian J. Landry



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Darnelle Larremore

cc: Kermas Eaton, City Clerk

Date: Tuesday, February 18, 2020

Re: Acknowledge receipt of letter from the Department of Revenue, granting ad valorem tax exemption to Hattiesburg Farm, LLC, for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2028, with a true total value of \$47,592.512.00; and adopt final order allowing the same.
File Number: 2020-114
Minute Book #

Summary

Acknowledge receipt of letter from the Dept of Revenue, granting ad valorem tax exemption to Hattiesburg Farm, LLC, for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2028, with a true total value of \$47,592.512.00; and adopt final order allowing the same.

Recommendation Statement

Recommend Acknowledgment of receipt of letter from the Dept of Revenue, granting ad valorem tax exemption to Hattiesburg Farm, LLC for a period not to exceed ten (10) years

Please place this on the February 18, 2020 City Council meeting for consideration.

IN THE MATTER OF THE APPLICATION OF
THE HATTIESBURG FARM, LLC FOR
EXEMPTION FROM AD VALOREM TAXATION

FINAL ORDER GRANTING AND ALLOWING

AD VALOREM TAX EXEMPTION

THERE came on for further consideration and final determination by the Mayor and City Council of the City of Hattiesburg, Mississippi, the matter of the Application of Hattiesburg Farm, LLC for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, as set forth in full in said Application; and the Council having carefully inquired into the matter and maturely considered the same, and being fully advised in the premises, does hereby find, sustain and adjudicate as follows:

THE Council finds that said Applicant has previously filed with it, in due and proper form, an Application for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon the tangible property of said Applicant as identified and described in said Application for a period of ten (10) years from and after January 1, 2018 with a total true value of \$47,592,512.85 and that the Council heretofore on the 17th day of December, 2019 by Resolution appearing in Municipal Minute Book 2019 at page(s) 309, duly passed, adopted, made and entered said appropriate Resolution approving said Application and granting the ad valorem tax exemption therein sought, subject, however, to action of the Mississippi Department of Revenue as provided by law, and directing that appropriate certified transcript or copies of said Application and said Resolution be transmitted to the said Mississippi Department of Revenue for appropriate action by it as provided and required by Sections 27-31-101, et seq., Mississippi Code

of 1972, Annotated, and any and all other provisions of law. The Council has now received a letter from the Director of the Property Tax Bureau of said Mississippi Department of Revenue dated February 4, 2020, approving the ad valorem tax exemption for the personal property in the amount of \$47,592,512.00.

as applied for by the said The Merchants Company and appended and subjoined hereto as a part of this Order and made a part hereof as fully and for all purposes as if set forth at length herein; and it is now appropriate, proper and in the best interest of the City of Hattiesburg and

The above and foregoing Order having been submitted to and approved by the Mayor, this the 18th day of February, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



— DEPARTMENT OF —
REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

February 4, 2020

Mr. Kermas Eaton, City Clerk
Forrest County – Hattiesburg
P.O. Box 1898
Hattiesburg, Ms. 39401

Applicant: **Hattiesburg Farm, LLC.**
Applicable Code Section: **MCA §27-31-101**
Date of Completion: **January 11, 2019**
Date Filed: **March 15, 2019**
10 year exemption.

EXEMPTION CERTIFICATION - NOTICE OF ACTION

- ☐ **NO ACTION** – The Department of Revenue has no authority to act on exemptions requested under the cited section of law.
- ☐ **INCOMPLETE DOCUMENTATION** – We cannot process your request, as necessary documentation is missing. Please provide:
- | | |
|--|--|
| ☐ Application for Exemption | ☐ Preliminary Resolution Granting Exemption |
| ☐ Itemized Asset Listing | ☐ MDA Approval Letter |
| ☐ Tax Assessor's Position Statement | ☐ Final Resolution Granting Exemption |
- ☐ **REQUEST IS CERTIFIED AS INELIGIBLE** – This request is ineligible under the cited section of law.
- ☒ **REQUEST IS CERTIFIED AS ELIGIBLE** – In accordance with the authority conferred upon the Department of Revenue, we hereby certify that the application for exemption submitted on behalf of the above-referenced entity is compliant with the provisions of law and the property referenced therein is eligible for ad valorem tax exemption to the extent permitted by law.

This certification applies exclusively to the property itemized in the original application for exemption, excluding any property found specifically ineligible by the Department. Outlined below is the total true value of eligible assets per the application. The amount of exemption is limited to the actual assessed value of such assets as annually determined by the Tax Assessor and finally approved by the Board of Supervisors.

TOTAL TRUE VALUE PER APPLICATION	REQUESTED	APPROVED
☐ Real Property		
☒ Personal Property	\$47,592,512.00	\$47,592,512.00
☐ Raw Materials		
☐ Work-in-Progress		
TOTAL	\$47,592,512.00	\$47,592,512.00
☐ Ineligible Property ^(* see below)		

Pursuant to Miss. Code Ann. Section 27-31-109, if the governing authorities grant the exemption certified above, they must place a final order on their minutes declaring this property exempt and documenting the dates when this exemption commences and expires.

If the governing authorities issue a final order declaring this property exempt, the clerk must record the application and the order approving the exemption. Finally, the clerk must send a copy of the final order to the Mississippi Department of Revenue.

Should you have any questions concerning this matter, please feel free to contact us.

Debra McDonald, Tax Analyst
Exemptions & Public Utilities Bureau
(P) 601.923.7634

Paul J. Foreman, Director
Exemptions & Public Utilities Bureau
(P) 601.923.7632

Save postage and get electronic verification that we have received your exemption filings by submitting any industrial exemption requests or correspondence electronically via email to indexemptions@dor.ms.gov.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Cecilia Jones

cc: Kermas Eaton, City Clerk

Date: Tuesday, February 18, 2020

Re: Acknowledge receipt of letter from the Department of Revenue, granting ad valorem tax exemption to Kohler Company, for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2028, with a true total value of \$23,791,896.00; and adopt final order allowing the same.

File Number: 2020-123
Minute Book #

Summary

Acknowledge receipt of letter from the Department of Revenue, granting ad valorem tax exemption to Kohler Company, for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2028, with a true total value of \$23,791.896.00; and adopt final order allowing the same.

Recommendation Statement

Recommend Acknowledgment of receipt of letter from the Dept. of Revenue, granting ad valorem tax exemption to Kohler Company for a period not to exceed ten (10) years.

Please place this on the February 18, 2020 City Council meeting for consideration.



— DEPARTMENT OF —
REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

January 29, 2020

Mr. Kermas Eaton, City Clerk
Forrest County – Hattiesburg
P.O. Box 1898
Hattiesburg, Ms. 39401

Applicant: **Kohler Company**
Applicable Code Section: **MCA §27-31-105**
Date of Completion: **December 31, 2018**
Date Filed: **May 7, 2019**
10 year exemption.

EXEMPTION CERTIFICATION - NOTICE OF ACTION

- ☐ **NO ACTION** – The Department of Revenue has no authority to act on exemptions requested under the cited section of law.
- ☐ **INCOMPLETE DOCUMENTATION** – We cannot process your request, as necessary documentation is missing. Please provide:
- | | |
|--|--|
| ☐ Application for Exemption | ☐ Preliminary Resolution Granting Exemption |
| ☐ Itemized Asset Listing | ☐ MDA Approval Letter |
| ☐ Tax Assessor's Position Statement | ☐ Final Resolution Granting Exemption |
- ☐ **REQUEST IS CERTIFIED AS INELIGIBLE** – This request is ineligible under the cited section of law.
- ☒ **REQUEST IS CERTIFIED AS ELIGIBLE** – In accordance with the authority conferred upon the Department of Revenue, we hereby certify that the application for exemption submitted on behalf of the above-referenced entity is compliant with the provisions of law and the property referenced therein is eligible for ad valorem tax exemption to the extent permitted by law.

This certification applies exclusively to the property itemized in the original application for exemption, excluding any property found specifically ineligible by the Department. Outlined below is the total true value of eligible assets per the application. The amount of exemption is limited to the actual assessed value of such assets as annually determined by the Tax Assessor and finally approved by the Board of Supervisors.

TOTAL TRUE VALUE PER APPLICATION	REQUESTED	APPROVED
☐ Real Property		
☒ Personal Property	\$3,817,416.40	\$3,817,416.00
☒ Raw Materials	\$14,322,287.00	\$14,322,287.00
☒ Work-in-Progress	\$5,652,193.00	\$5,652,193.00
TOTAL	\$23,791,896.40	\$23,791,896.00
☐ Ineligible Property ^(* see below)		

Pursuant to Miss. Code Ann. Section 27-31-109, if the governing authorities grant the exemption certified above, they must place a final order on their minutes declaring this property exempt and documenting the dates when this exemption commences and expires.

If the governing authorities issue a final order declaring this property exempt, the clerk must record the application and the order approving the exemption. Finally, the clerk must send a copy of the final order to the Mississippi Department of Revenue.

Should you have any questions concerning this matter, please feel free to contact us.

Debra McDonald, Tax Analyst
Exemptions & Public Utilities Bureau
(P) 601.923.7634

Paul J. Foreman, Director
Exemptions & Public Utilities Bureau
(P) 601.923.7632

Save postage and get electronic verification that we have received your exemption filings by submitting any industrial exemption requests or correspondence electronically via email to indexemptions@dor.ms.gov.

IN THE MATTER OF THE APPLICATION OF
KOHLEH COMPANY, INC FOR EXEMPTION FROM
AD VALOREM TAXATION

FINAL ORDER GRANTING AND ALLOWING AD

VALOREM TAX EXEMPTION

THERE came on for further consideration and final determination by the Mayor and City Council of the City of Hattiesburg, Mississippi, the matter of the Application of Kohler Company. for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, as set forth in full in said Application; and the Council having carefully inquired into the matter and maturely considered the same, and being fully advised in the premises, does hereby find, sustain and adjudicate as follows:

THE Council finds that said Applicant has previously filed with it, in due and proper form, an Application for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon the tangible property of said Applicant as identified and described in said Application for a period of ten (10) years from and after January 1, 2018 with a total true value of \$23,791,896.40 and that the Council heretofore on the 17th day of December, 2019 by Resolution appearing in Municipal Minute Book 2019 at page(s) 305-306, duly passed, adopted, made and entered said appropriate Resolution approving said Application and granting the ad valorem tax exemption therein sought, subject, however, to action of the Mississippi Department of Revenue as provided by law, and directing that appropriate certified transcript or copies of said Application and said Resolution be transmitted to the said Mississippi Department of Revenue for appropriate action by it as provided and required by Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and any and all other provisions of law. The Council has now received a letter from the Director of the Property Tax Bureau of said Mississippi Department of Revenue dated January 29, 2020, approving the ad valorem tax exemption for the personal property in the amount of \$23,791,896.00. as applied for by the said Kohler Company and appended and subjoined hereto as a part of this Order and made a part hereof as fully and for all purposes as if set forth at length herein; and it is now appropriate, proper and in the best interest of the City of Hattiesburg and all of the parties of interest that action be taken upon said matter and final disposition be made thereof pursuant to all provisions of law.

IT IS, THEREFORE, THE JUDGEMENT OF THE MAYOR AND CITY COUNCIL. AND

IT IS ACCORDINGLY HEREBY ORDERED, pursuant to the provisions of Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and all other provisions of applicable law, that the Application of the said Kohler Company for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, approved by Resolution of the Council in the City of Hattiesburg, Minute Book 2019 at page(s) 305-306 and the same being incorporated herein by specific reference thereto, be and the same is hereby, in all respects and in every particular, approved and allowed for the personal property, as approved by the Mississippi Department of Revenue; and further, that the said be, and is hereby, granted and allowed exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon all of the tangible property as identified, described and otherwise set forth in said Application hereinabove referred to, all for a term or period of ten(10) years commencing on January 1, 2018, with a total true value of \$23,791,896.00.

IT IS FURTHER ORDERED that the City Clerk of the City of Hattiesburg, be and he is hereby authorized, empowered and directed to record this Order approving such application and granting ad valorem taxation exemption applied for, in the municipal records and to take all other action necessary or required by law to grant said tax exemption herein approved.

The above and foregoing Order, after having been first reduced to writing, 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 Order adopted, this the 18th day of February 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Order having been submitted to and approved by the Mayor, this the 18th day of February, 2020.

ATTEST:

CITY CLERK

APPROVED:

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Cecilia Jones

cc: Kermas Eaton, City Clerk

Date: Tuesday, February 18, 2020

Re: Acknowledge receipt of letter from the Department of Revenue, granting ad valorem tax exemption to Georgia Pacific Consumer Operations, for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2028, with a true total value of \$7,378,819.00; and adopt final order allowing the same.
File Number: 2020-117
Minute Book #

Summary

Acknowledge receipt of letter from the Department of Revenue, granting ad valorem tax exemption to Georgia Pacific Consumer Operations, for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2028, with a true total value of \$7,378,819.00; and adopt final order allowing the same.

Recommendation Statement

Recommend Acknowledgment of receipt of letter from the Dept. of Revenue, granting ad valorem tax exemption to Georgia Pacific Consumer Operations for a period not to exceed ten (10) years.

Please place this on the February 18, 2020 City Council meeting for consideration.

IN THE MATTER OF THE APPLICATION OF
GEORGIA PACIFIC CONSUMER OPERATIONS,
LLC FOR EXEMPTION FROM AD VALOREM TAXATION

FINAL ORDER GRANTING AND ALLOWING AD

VALOREM TAX EXEMPTION

THERE came on for further consideration and final determination by the Mayor and City Council of the City of Hattiesburg, Mississippi, the matter of the Application of Georgia Pacific Consumer Operations, LLC, for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, as set forth in full in said Application; and the Council having carefully inquired into the matter and maturely considered the same, and being fully advised in the premises, does hereby find, sustain and adjudicate as follows:

THE Council finds that said Applicant has previously filed with it, in due and proper form, an Application for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon the tangible property of said Applicant as identified and described in said Application for a period of ten (10) years from and after January 1, 2018 with a total true value of \$7,378,819.27 and that the Council heretofore on the 17th day of December, 2019 by Resolution appearing in Municipal Minute Book 2019 at page(s) 304-305, duly passed, adopted, made and entered said appropriate Resolution approving said Application and granting the ad valorem tax exemption therein sought, subject, however, to action of the Mississippi Department of Revenue as provided by law, and directing that appropriate certified transcript or copies of said Application and said Resolution be transmitted to the said Mississippi Department of Revenue for appropriate action by it as provided and required by Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and any and all other provisions of law. The Council has now received a letter from the Director of the Property Tax Bureau of said Mississippi Department of Revenue dated January 30, 2020, approving the ad valorem tax exemption for the personal property in the amount of \$7,378,819.00. as applied for by the said Georgia Pacific Consumer Operation and appended and subjoined hereto as a part of this Order and made a part hereof as fully and for all purposes as if set forth at length herein; and it is now appropriate, proper and in the best interest of the City of Hattiesburg and all of the parties of interest that action be taken upon said matter and final disposition be made thereof pursuant to all provisions of law.

IT IS, THEREFORE, THE JUDGEMENT OF THE MAYOR AND CITY COUNCIL. AND

IT IS ACCORDINGLY HEREBY ORDERED, pursuant to the provisions of Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and all other provisions of applicable law, that the Application of the said Georgia Pacific Consumer Operations, LLC for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, approved by Resolution of the Council in the City of Hattiesburg, Minute Book 2019 at page(s) 304-305 and the same being incorporated herein by specific reference thereto, be and the same is hereby, in all respects and in every particular, approved and allowed for the personal property, as approved by the Mississippi Department of Revenue; and further, that the said be, and is hereby, granted and allowed exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon all of the tangible property as identified, described and otherwise set forth in said Application hereinabove referred to, all for a term or period of ten(10) years commencing on January 1, 2018, with a total true value of \$7,378,819.00.

IT IS FURTHER ORDERED that the City Clerk of the City of Hattiesburg, be and he is hereby authorized, empowered and directed to record this Order approving such application and granting ad valorem taxation exemption applied for, in the municipal records and to take all other action necessary or required by law to grant said tax exemption herein approved.

The above and foregoing Order, after having been first reduced to writing, 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 Order adopted, this the 18th day of February 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Order having been submitted to and approved by the Mayor, this the 18th day of February, 2020.

ATTEST:

CITY CLERK

APPROVED:

MAYOR



— DEPARTMENT OF —
REVENUE
 STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
 EXEMPTIONS & PUBLIC UTILITIES BUREAU

January 28, 2020

Mr. Kermas Eaton, City Clerk

Forrest County – Hattiesburg
 P.O. Box 1898
 Hattiesburg, Ms. 39401

Applicant: Georgia-Pacific Consumer Operations, LLC.

Applicable Code Section: MCA §27-31-105

Date of Completion: December 31, 2018

Date Filed: April 5, 2019
 10 year exemption.

EXEMPTION CERTIFICATION - NOTICE OF ACTION

- ☐ **NO ACTION** – The Department of Revenue has no authority to act on exemptions requested under the cited section of law.
- ☐ **INCOMPLETE DOCUMENTATION** – We cannot process your request, as necessary documentation is missing. Please provide:

- | | |
|--|--|
| ☐ Application for Exemption | ☐ Preliminary Resolution Granting Exemption |
| ☐ Itemized Asset Listing | ☐ MDA Approval Letter |
| ☐ Tax Assessor's Position Statement | ☐ Final Resolution Granting Exemption |

- ☐ **REQUEST IS CERTIFIED AS INELIGIBLE** – This request is ineligible under the cited section of law.

- ☒ **REQUEST IS CERTIFIED AS ELIGIBLE** – In accordance with the authority conferred upon the Department of Revenue, we hereby certify that the application for exemption submitted on behalf of the above-referenced entity is compliant with the provisions of law and the property referenced therein is eligible for ad valorem tax exemption to the extent permitted by law.

This certification applies exclusively to the property itemized in the original application for exemption, excluding any property found specifically ineligible by the Department. Outlined below is the total true value of eligible assets per the application. The amount of exemption is limited to the actual assessed value of such assets as annually determined by the Tax Assessor and finally approved by the Board of Supervisors.

TOTAL TRUE VALUE PER APPLICATION	REQUESTED	APPROVED
☐ Real Property		
☒ Personal Property	\$7,378,819.27	\$7,378,819.00
☐ Raw Materials		
☐ Work-in-Progress		
TOTAL	\$7,378,819.27	\$7,378,819.00
☐ Ineligible Property ^(* see below)		

Pursuant to Miss. Code Ann. Section 27-31-109, if the governing authorities grant the exemption certified above, they must place a final order on their minutes declaring this property exempt and documenting the dates when this exemption commences and expires.

If the governing authorities issue a final order declaring this property exempt, the clerk must record the application and the order approving the exemption. Finally, the clerk must send a copy of the final order to the Mississippi Department of Revenue.

Should you have any questions concerning this matter, please feel free to contact us.

Debra McDonald, Tax Analyst
 Exemptions & Public Utilities Bureau
 (P) 601.923.7634

Paul J. Foreman, Director
 Exemptions & Public Utilities Bureau
 (P) 601.923.7632

Save postage and get electronic verification that we have received your exemption filings by submitting any industrial exemption requests or correspondence electronically via email to ind exemptions@dor.ms.gov.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Cecilia Jones

cc: Kermas Eaton, City Clerk

Date: Tuesday, February 18, 2020

Re: Acknowledge receipt of letter from the Department of Revenue, granting ad valorem tax exemption to Resinall Corporation, for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2028, with a true total value of \$6,939,952.00; and adopt final order allowing the same.

File Number: 2020-124
Minute Book #

Summary

Acknowledge receipt of letter from the Department of Revenue, granting ad valorem tax exemption to Resinall Corporation, for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2028, with a true total value of \$6,939,952.00; and adopt final order allowing the same.

Recommendation Statement

Recommend Acknowledgment of receipt of letter from the Dept. of Revenue, granting ad valorem tax exemption to Resinall Company for a period not to exceed ten (10) years.

Please place this on the February 18, 2020 City Council meeting for consideration.

IN THE MATTER OF THE APPLICATION OF
RESINALL CORPORATION FOR EXEMPTION
FROM AD VALOREM TAXATION

FINAL ORDER GRANTING AND ALLOWING AD

VALOREM TAX EXEMPTION

THERE came on for further consideration and final determination by the Mayor and City Council of the City of Hattiesburg, Mississippi, the matter of the Application of Resinall Corporation, for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, as set forth in full in said Application; and the Council having carefully inquired into the matter and maturely considered the same, and being fully advised in the premises, does hereby find, sustain and adjudicate as follows:

THE Council finds that said Applicant has previously filed with it, in due and proper form, an Application for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon the tangible property of said Applicant as identified and described in said Application for a period of ten (10) years from and after January 1, 2018 with a total true value of \$6,939,951.67 and that the Council heretofore on the 17th day of December, 2019 by Resolution appearing in Municipal Minute Book 2019 at page(s) 306, duly passed, adopted, made and entered said appropriate Resolution approving said Application and granting the ad valorem tax exemption therein sought, subject, however, to action of the Mississippi Department of Revenue as provided by law, and directing that appropriate certified transcript or copies of said Application and said Resolution be transmitted to the said Mississippi Department of Revenue for appropriate action by it as provided and required by Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and any and all other provisions of law. The Council has now received a letter from the Director of the Property Tax Bureau of said Mississippi Department of Revenue dated January 29, 2020, approving the ad valorem tax exemption for the personal property in the amount of \$6,939,952.00. as applied for by the said Resinall Corporation and appended and subjoined hereto as a part of this Order and made a part hereof as fully and for all purposes as if set forth at length herein; and it is now appropriate, proper and in the best interest of the City of Hattiesburg and all of the parties of interest that action be taken upon said matter and final disposition be made thereof pursuant to all provisions of law.

IT IS, THEREFORE, THE JUDGEMENT OF THE MAYOR AND CITY COUNCIL. AND

IT IS ACCORDINGLY HEREBY ORDERED, pursuant to the provisions of Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and all other provisions of applicable law, that the Application of the said Resinall Corporation for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, approved by Resolution of the Council in the City of Hattiesburg, Minute Book 2019 at page(s) 306 and the same being incorporated herein by specific reference thereto, be and the same is hereby, in all respects and in every particular, approved and allowed for the personal property, as approved by the Mississippi Department of Revenue; and further, that the said be, and is hereby, granted and allowed exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon all of the tangible property as identified, described and otherwise set forth in said Application hereinabove referred to, all for a term or period of ten(10) years commencing on January 1, 2018, with a total true value of \$6,939,951.00.

IT IS FURTHER ORDERED that the City Clerk of the City of Hattiesburg, be and he is hereby authorized, empowered and directed to record this Order approving such application and granting ad valorem taxation exemption applied for, in the municipal records and to take all other action necessary or required by law to grant said tax exemption herein approved.

The above and foregoing Order, after having been first reduced to writing, 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 Order adopted, this the 18th day of February 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Order having been submitted to and approved by the Mayor, this the 18th day of February, 2020.

ATTEST:

CITY CLERK

APPROVED:

MAYOR



— DEPARTMENT OF —
REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

January 29, 2020

Mr. Kermas Eaton, City Clerk
Forrest County – Hattiesburg
P.O. Box 1898
Hattiesburg, Ms. 39401

Applicant: **Resinall Corporation**
Applicable Code Section: **MCA §27-31-105**
Date of Completion: **December 31, 2018**
Date Filed: **May 16, 2019**
10 year exemption.

EXEMPTION CERTIFICATION - NOTICE OF ACTION

- ☐ **NO ACTION** – The Department of Revenue has no authority to act on exemptions requested under the cited section of law.
- ☐ **INCOMPLETE DOCUMENTATION** – We cannot process your request, as necessary documentation is missing. Please provide:
- | | |
|--|--|
| ☐ Application for Exemption | ☐ Preliminary Resolution Granting Exemption |
| ☐ Itemized Asset Listing | ☐ MDA Approval Letter |
| ☐ Tax Assessor's Position Statement | ☐ Final Resolution Granting Exemption |
- ☐ **REQUEST IS CERTIFIED AS INELIGIBLE** – This request is ineligible under the cited section of law.
- ☒ **REQUEST IS CERTIFIED AS ELIGIBLE** – In accordance with the authority conferred upon the Department of Revenue, we hereby certify that the application for exemption submitted on behalf of the above-referenced entity is compliant with the provisions of law and the property referenced therein is eligible for ad valorem tax exemption to the extent permitted by law.

This certification applies exclusively to the property itemized in the original application for exemption, excluding any property found specifically ineligible by the Department. Outlined below is the total true value of eligible assets per the application. The amount of exemption is limited to the actual assessed value of such assets as annually determined by the Tax Assessor and finally approved by the Board of Supervisors.

TOTAL TRUE VALUE PER APPLICATION		REQUESTED	APPROVED
☐	Real Property		
☒	Personal Property	\$2,079,329.60	\$2,079,330.00
☒	Raw Materials	\$4,133,404.10	\$4,133,404.00
☒	Work-in-Progress	\$727,217.97	\$727,218.00
TOTAL		\$6,939,951.67	\$6,939,952.00
☐	Ineligible Property ^(* see below)		

Pursuant to Miss. Code Ann. Section 27-31-109, if the governing authorities grant the exemption certified above, they must place a final order on their minutes declaring this property exempt and documenting the dates when this exemption commences and expires.

If the governing authorities issue a final order declaring this property exempt, the clerk must record the application and the order approving the exemption. Finally, the clerk must send a copy of the final order to the Mississippi Department of Revenue.

Should you have any questions concerning this matter, please feel free to contact us.

Debra McDonald, Tax Analyst
Exemptions & Public Utilities Bureau
(P) 601.923.7634

Paul J. Foreman, Director
Exemptions & Public Utilities Bureau
(P) 601.923.7632

Save postage and get electronic verification that we have received your exemption filings by submitting any industrial exemption requests or correspondence electronically via email to indexemptions@dor.ms.gov.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Darnelle Larremore

cc: Kermas Eaton, City Clerk

Date: Tuesday, February 18, 2020

Re: Acknowledge receipt of letter from the Department of Revenue, granting ad valorem tax exemption to Mar-Jac Poultry MS, LLC, for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2028, with a true total value of \$2,629.912.00; and adopt final order allowing the same.
File Number: 2020-115
Minute Book #

Summary

Acknowledge receipt of letter from the Department of Revenue, granting ad valorem tax exemption to Mar-Jac Poultry MS, LLC, for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2028, with a true total value of \$2,629.912.00; and adopt final order allowing the same

Recommendation Statement

Recommend acknowledgment of receipt of letter from the Dept of Revenue granting ad valorem tax exemption to Mar-Jac Poultry MS, LLC for a period not to exceed ten (10) years.

Please place this on the February 18, 2020 City Council meeting for consideration.

IN THE MATTER OF THE APPLICATION OF
MAR-JAC POULTRY MS, LLC. FOR EXEMPTION
FROM AD VALOREM TAXATION

FINAL ORDER GRANTING AND ALLOWING AD

VALOREM TAX EXEMPTION

THERE came on for further consideration and final determination by the Mayor and City Council of the City of Hattiesburg, Mississippi, the matter of the Application of Mar-Jac Poultry MS LLC, for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, as set forth in full in said Application; and the Council having carefully inquired into the matter and maturely considered the same, and being fully advised in the premises, does hereby find, sustain and adjudicate as follows:

THE Council finds that said Applicant has previously filed with it, in due and proper form, an Application for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon the tangible property of said Applicant as identified and described in said Application for a period of ten (10) years from and after January 1, 2018 with a total true value of \$2,629,911.99. and that the Council heretofore on the 17th day of December, 2019 by Resolution appearing in Municipal Minute Book 2019 at page(s) 304-305, duly passed, adopted, made and entered said appropriate Resolution approving said Application and granting the ad valorem tax exemption therein sought, subject, however, to action of the Mississippi Department of Revenue as provided by law, and directing that appropriate certified transcript or copies of said Application and said Resolution be transmitted to the said Mississippi Department of Revenue for appropriate action by it as provided and required by Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and any and all other provisions of law. The Council has now received a letter from the Director of the Property Tax Bureau of said Mississippi Department of Revenue dated January 30, 2019, approving the ad valorem tax exemption for the personal property in the amount of \$2,629,912.00. as applied for by the said Mar-Jac Poultry and appended and subjoined hereto as a part of this Order and made a part hereof as fully and for all purposes as if set forth at length herein; and it is now appropriate, proper and in the best interest of the City of Hattiesburg and all of the parties of interest that action be taken upon said matter and final disposition be made thereof pursuant to all provisions of law.

IT IS, THEREFORE, THE JUDGEMENT OF THE MAYOR AND CITY COUNCIL. AND

IT IS ACCORDINGLY HEREBY ORDERED, pursuant to the provisions of Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and all other provisions of applicable law, that the Application of the said Mar-Jac Poultry MS, LLC. for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, approved by Resolution of the Council in the City of Hattiesburg, Minute Book 2019 at pages 304-305 and the same being incorporated herein by specific reference thereto, be and the same is hereby, in all respects and in every particular, approved and allowed for the personal property, as approved by the Mississippi Department of Revenue; and further, that the said be, and is hereby, granted and allowed exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon all of the tangible property as identified, described and otherwise set forth in said Application hereinabove referred to, all for a term or period of ten(10) years commencing on January 1, 2018, with a total true value of \$2,689,912.00.

IT IS FURTHER ORDERED that the City Clerk of the City of Hattiesburg, be and he is hereby authorized, empowered and directed to record this Order approving such application and granting ad valorem taxation exemption applied for, in the municipal records and to take all other action necessary or required by law to grant said tax exemption herein approved.

The above and foregoing Order, after having been first reduced to writing, 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 Order adopted, this the 18th day of February 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Order having been submitted to and approved by the Mayor, this the 18th day of February, 2020.

ATTEST:

CITY CLERK

APPROVED:

MAYOR



DEPARTMENT OF
REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

January 30, 2020

Mr. Kermas Eaton, City Clerk
Forrest County – Hattiesburg
P.O. Box 1898
Hattiesburg, Ms. 39401

Applicant: **Mar-Jac Poultry MS, LLC.**
Applicable Code Section: **MCA §27-31-105**
Date of Completion: **December 31, 2018**
Date Filed: **April 17, 2019**
10 year exemption.

EXEMPTION CERTIFICATION - NOTICE OF ACTION

- ☐ **NO ACTION** – The Department of Revenue has no authority to act on exemptions requested under the cited section of law.
- ☐ **INCOMPLETE DOCUMENTATION** – We cannot process your request, as necessary documentation is missing. Please provide:
- ☐ Application for Exemption ☐ Preliminary Resolution Granting Exemption
- ☐ Itemized Asset Listing ☐ MDA Approval Letter
- ☐ Tax Assessor's Position Statement ☐ Final Resolution Granting Exemption
- ☐ **REQUEST IS CERTIFIED AS INELIGIBLE** – This request is ineligible under the cited section of law.

- ☒ **REQUEST IS CERTIFIED AS ELIGIBLE** – In accordance with the authority conferred upon the Department of Revenue, we hereby certify that the application for exemption submitted on behalf of the above-referenced entity is compliant with the provisions of law and the property referenced therein is eligible for ad valorem tax exemption to the extent permitted by law.

This certification applies exclusively to the property itemized in the original application for exemption, excluding any property found specifically ineligible by the Department. Outlined below is the total true value of eligible assets per the application. The amount of exemption is limited to the actual assessed value of such assets as annually determined by the Tax Assessor and finally approved by the Board of Supervisors.

TOTAL TRUE VALUE PER APPLICATION		REQUESTED	APPROVED
☐ Real Property			
☒ Personal Property		\$2,629,911.99	\$2,629,912.00
☐ Raw Materials			
☐ Work-in-Progress			
TOTAL		\$2,629,911.99	\$2,629,912.00
☐ Ineligible Property ^(*) (see below)			

Pursuant to Miss. Code Ann. Section 27-31-109, if the governing authorities grant the exemption certified above, they must place a final order on their minutes declaring this property exempt and documenting the dates when this exemption commences and expires.

If the governing authorities issue a final order declaring this property exempt, the clerk must record the application and the order approving the exemption. Finally, the clerk must send a copy of the final order to the Mississippi Department of Revenue.

Should you have any questions concerning this matter, please feel free to contact us.

Debra McDonald, Tax Analyst
Exemptions & Public Utilities Bureau
(P) 601.923.7634

Paul J. Foreman, Director
Exemptions & Public Utilities Bureau
(P) 601.923.7632

Save postage and get electronic verification that we have received your exemption filings by submitting any industrial exemption requests or correspondence electronically via email to indexemptions@dor.ms.gov.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Darnelle Larremore

cc: Kermas Eaton, City Clerk

Date: Tuesday, February 18, 2020

Re: Acknowledge receipt of letter from the Department of Revenue, granting ad valorem tax exemption to The Merchants Co., for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2028, with a true total value of \$1,397,487.00; and adopt final order allowing the same
File Number: 2020-116
Minute Book #

Summary

Acknowledge receipt of letter from the Department of Revenue, granting ad valorem tax exemption to The Merchants Co., for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2028, with a true total value of \$1,397,487.00; and adopt final order allowing the same

Recommendation Statement

Recommend acknowledgment of receipt of letter from the Department of Revenue, granting ad valorem tax exemption to The Merchants Co., for a period not to exceed ten (10) years.

Please place this on the February 18, 2020 City Council meeting for consideration.



—DEPARTMENT OF—
REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

January 30, 2020

Mr. Kermas Eaton, City Clerk
Forrest County – Hattiesburg
P.O. Box 1898
Hattiesburg, Ms. 39401

Applicant: **The Merchants Company**
Applicable Code Section: **MCA §27-31-105**
Date of Completion: **December 31, 2018**
Date Filed: **May 29, 2019**
10 year exemption.

EXEMPTION CERTIFICATION - NOTICE OF ACTION

- ☐ **NO ACTION** – The Department of Revenue has no authority to act on exemptions requested under the cited section of law.
- ☐ **INCOMPLETE DOCUMENTATION** – We cannot process your request, as necessary documentation is missing. Please provide:
- ☐ Application for Exemption ☐ Preliminary Resolution Granting Exemption
- ☐ Itemized Asset Listing ☐ MDA Approval Letter
- ☐ Tax Assessor's Position Statement ☐ Final Resolution Granting Exemption
- ☐ **REQUEST IS CERTIFIED AS INELIGIBLE** – This request is ineligible under the cited section of law.

- ☒ **REQUEST IS CERTIFIED AS ELIGIBLE** – In accordance with the authority conferred upon the Department of Revenue, we hereby certify that the application for exemption submitted on behalf of the above-referenced entity is compliant with the provisions of law and the property referenced therein is eligible for ad valorem tax exemption to the extent permitted by law.

This certification applies exclusively to the property itemized in the original application for exemption, excluding any property found specifically ineligible by the Department. Outlined below is the total true value of eligible assets per the application. The amount of exemption is limited to the actual assessed value of such assets as annually determined by the Tax Assessor and finally approved by the Board of Supervisors.

TOTAL TRUE VALUE PER APPLICATION		REQUESTED	APPROVED
☒ Real Property		\$1,091,869.86	\$1,091,870.00
☒ Personal Property			
☐ Raw Materials		\$305,616.99	\$305,617.00
☐ Work-in-Progress			
TOTAL		\$1,397,486.85	\$1,397,487.00
☐ Ineligible Property ^(*) (see below)			

Pursuant to Miss. Code Ann. Section 27-31-109, if the governing authorities grant the exemption certified above, they must place a final order on their minutes declaring this property exempt and documenting the dates when this exemption commences and expires.

If the governing authorities issue a final order declaring this property exempt, the clerk must record the application and the order approving the exemption. Finally, the clerk must send a copy of the final order to the Mississippi Department of Revenue.

Should you have any questions concerning this matter, please feel free to contact us.

Debra McDonald, Tax Analyst
Exemptions & Public Utilities Bureau
(P) 601.923.7634

Paul J. Foreman, Director
Exemptions & Public Utilities Bureau
(P) 601.923.7632

Save postage and get electronic verification that we have received your exemption filings by submitting any industrial exemption requests or correspondence electronically via email to ind exemptions@dor.ms.gov.

IN THE MATTER OF THE APPLICATION OF
THE MERCHANT'S COMPANY FOR EXEMPTION
FROM AD VALOREM TAXATION

FINAL ORDER GRANTING AND ALLOWING

AD VALOREM TAX EXEMPTION

THERE came on for further consideration and final determination by the Mayor and City Council of the City of Hattiesburg, Mississippi, the matter of the Application of The Merchants Company for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, as set forth in full in said Application; and the Council having carefully inquired into the matter and maturely considered the same, and being fully advised in the premises, does hereby find, sustain and adjudicate as follows:

THE Council finds that said Applicant has previously filed with it, in due and proper form, an Application for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon the tangible property of said Applicant as identified and described in said Application for a period of ten (10) years from and after January 1, 2018 with a total true value of \$1,397,486.85 and that the Council heretofore on the 17th day of December, 2019 by Resolution appearing in Municipal Minute Book 2019 at page(s) 308, duly passed, adopted, made and entered said appropriate Resolution approving said Application and granting the ad valorem tax exemption therein sought, subject, however, to action of the Mississippi Department of Revenue as provided by law, and directing that appropriate certified transcript or copies of said Application and said Resolution be transmitted to the said Mississippi Department of Revenue for appropriate action by it as provided and required by Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and any and all other provisions of law. The Council has now received a letter from the Director of the Property Tax Bureau of said Mississippi Department of Revenue dated January 30, 2020, approving the ad valorem tax exemption for the personal property in the amount of \$1,397,487.00.

as applied for by the said The Merchants Company and appended and subjoined hereto as a part of this Order and made a part hereof as fully and for all purposes as if set forth at length herein; and it is now appropriate, proper and in the best interest of the City of Hattiesburg and

all of the parties of interest that action be taken upon said matter and final disposition be made thereof pursuant to all provisions of law.

IT IS, THEREFORE, THE JUDGEMENT OF THE MAYOR AND CITY COUNCIL. AND IT IS ACCORDINGLY HEREBY ORDERED, pursuant to the provisions of Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and all other provisions of applicable law, that the Application of the said Western Container Corporation for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, approved by Resolution of the Council in the City of Hattiesburg, Minute Book 2019 at page(s)308 and the same being incorporated herein by specific reference thereto, be and the same is hereby, in all respects and in every particular, approved and allowed for the personal property, as approved by the Mississippi Department of Revenue; and further, that the said be, and is hereby, granted and allowed exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon all of the tangible property as identified, described and otherwise set forth in said Application hereinabove referred to, all for a term or period of ten(10)years commencing on January 1, 2018, with a total true value of \$1,397,487.00.

IT IS FURTHER ORDERED that the City Clerk of the City of Hattiesburg, be and he is hereby authorized, empowered and directed to record this Order approving such application and granting ad valorem taxation exemption applied for, in the municipal records and to take all other action necessary or required by law to grant said tax exemption herein approved. The above and foregoing Order, after having been first reduced to writing, 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 Order adopted, this the 18th day of February 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Order having been submitted to and approved by the Mayor, this the 18th day of February, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Cecilia Jones

cc: Kermas Eaton, City Clerk

Date: Tuesday, February 18, 2020

Re: Acknowledge receipt of letter from the Department of Revenue, granting ad valorem tax exemption to Wis-Pak of Hattiesburg, LLC, for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2028, with a true total value of \$916,681.00; and adopt final order allowing the same.

File Number: 2020-126
Minute Book #

Summary

Acknowledge receipt of letter from the Department of Revenue, granting ad valorem tax exemption to Wis-Pak of Hattiesburg, LLC, for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2028, with a true total value of \$916,681.00; and adopt final order allowing the same.

Recommendation Statement

Recommend Acknowledgment of receipt of letter from the Dept. of Revenue, granting ad valorem tax exemption to Wis-Pak of Hattiesburg, LLC for a period not to exceed ten (10) years.

Please place this on the February 18, 2020 City Council meeting for consideration.



— DEPARTMENT OF —
REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

January 29, 2020

Mr. Kermas Eaton, City Clerk
Forrest County – Hattiesburg
P.O. Box 1898
Hattiesburg, Ms. 39401

Applicant: **Wis-Pak of Hattiesburg, LLC.**
Applicable Code Section: **MCA §27-31-105**
Date of Completion: **December 31, 2018**
Date Filed: **May 22, 2019**
10 year exemption.

EXEMPTION CERTIFICATION - NOTICE OF ACTION

- ☐ **NO ACTION** – The Department of Revenue has no authority to act on exemptions requested under the cited section of law.
- ☐ **INCOMPLETE DOCUMENTATION** – We cannot process your request, as necessary documentation is missing. Please provide:
- | | |
|--|--|
| ☐ Application for Exemption | ☐ Preliminary Resolution Granting Exemption |
| ☐ Itemized Asset Listing | ☐ MDA Approval Letter |
| ☐ Tax Assessor's Position Statement | ☐ Final Resolution Granting Exemption |
- ☐ **REQUEST IS CERTIFIED AS INELIGIBLE** – This request is ineligible under the cited section of law.
- ☒ **REQUEST IS CERTIFIED AS ELIGIBLE** – In accordance with the authority conferred upon the Department of Revenue, we hereby certify that the application for exemption submitted on behalf of the above-referenced entity is compliant with the provisions of law and the property referenced therein is eligible for ad valorem tax exemption to the extent permitted by law.

This certification applies exclusively to the property itemized in the original application for exemption, excluding any property found specifically ineligible by the Department. Outlined below is the total true value of eligible assets per the application. The amount of exemption is limited to the actual assessed value of such assets as annually determined by the Tax Assessor and finally approved by the Board of Supervisors.

TOTAL TRUE VALUE PER APPLICATION	REQUESTED	APPROVED
☐ Real Property		
☐ Personal Property	\$916,681.00	\$916,681.00
☐ Raw Materials		
☐ Work-in-Progress		
TOTAL	\$916,681.00	\$916,681.00
☐ Ineligible Property(* see below)		

Pursuant to Miss. Code Ann. Section 27-31-109, if the governing authorities grant the exemption certified above, they must place a final order on their minutes declaring this property exempt and documenting the dates when this exemption commences and expires.

If the governing authorities issue a final order declaring this property exempt, the clerk must record the application and the order approving the exemption. Finally, the clerk must send a copy of the final order to the Mississippi Department of Revenue.

Should you have any questions concerning this matter, please feel free to contact us.

Debra McDonald, Tax Analyst
Exemptions & Public Utilities Bureau
(P) 601.923.7634

Paul J. Foreman, Director
Exemptions & Public Utilities Bureau
(P) 601.923.7632

Save postage and get electronic verification that we have received your exemption filings by submitting any industrial exemption requests or correspondence electronically via email to ind exemptions@dor.ms.gov.

IN THE MATTER OF THE APPLICATION OF
WIS-PAK OF HATTIESBURG, LLC. FOR
EXEMPTION FROM AD VALOREM TAXATION

FINAL ORDER GRANTING AND ALLOWING

AD VALOREM TAX EXEMPTION

THERE came on for further consideration and final determination by the Mayor and City Council of the City of Hattiesburg, Mississippi, the matter of the Application of Wis-Pak of Hattiesburg, LLC for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, as set forth in full in said Application; and the Council having carefully inquired into the matter and maturely considered the same, and being fully advised in the premises, does hereby find, sustain and adjudicate as follows:

THE Council finds that said Applicant has previously filed with it, in due and proper form, an Application for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon the tangible property of said Applicant as identified and described in said Application for a period of ten (10) years from and after January 1, 2018 with a total true value of \$916,681.00 and that the Council heretofore on the 17th day of December, 2019 by Resolution appearing in Municipal Minute Book 2019 at page(s) 307, duly passed, adopted, made and entered said appropriate Resolution approving said Application and granting the ad valorem tax exemption therein sought, subject, however, to action of the Mississippi Department of Revenue as provided by law, and directing that appropriate certified transcript or copies of said Application and said Resolution be transmitted to the said Mississippi Department of Revenue for appropriate action by it as provided and required by Sections 27-31-101, et seq., Mississippi Code

of 1972, Annotated, and any and all other provisions of law. The Council has now received a letter from the Director of the Property Tax Bureau of said Mississippi Department of Revenue dated January 29, 2020, approving the ad valorem tax exemption for the personal property in the amount of \$916,681.00.

as applied for by the said Wis-Pak of Hattiesburg, LLC and appended and subjoined hereto as a part of this Order and made a part hereof as fully and for all purposes as if set forth at length herein; and it is now appropriate, proper and in the best interest of the City of Hattiesburg and

all of the parties of interest that action be taken upon said matter and final disposition be made thereof pursuant to all provisions of law.

IT IS, THEREFORE, THE JUDGEMENT OF THE MAYOR AND CITY COUNCIL. AND IT IS ACCORDINGLY HEREBY ORDERED, pursuant to the provisions of Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and all other provisions of applicable law, that the Application of the said Wis-Pak of Hattiesburg, LLC for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, approved by Resolution of the Council in the City of Hattiesburg, Minute Book 2019 at page(s)307 and the same being incorporated herein by specific reference thereto, be and the same is hereby, in all respects and in every particular, approved and allowed for the personal property, as approved by the Mississippi Department of Revenue; and further, that the said be, and is hereby, granted and allowed exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon all of the tangible property as identified, described and otherwise set forth in said Application hereinabove referred to, all for a term or period of ten(10)years commencing on January 1, 2018, with a total true value of \$916,981.00.

IT IS FURTHER ORDERED that the City Clerk of the City of Hattiesburg, be and he is hereby authorized, empowered and directed to record this Order approving such application and granting ad valorem taxation exemption applied for, in the municipal records and to take all other action necessary or required by law to grant said tax exemption herein approved.

The above and foregoing Order, after having been first reduced to writing, 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 Order adopted, this the 18th day of February 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Order having been submitted to and approved by the Mayor, this the 18th day of February, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Darnelle Larremore

cc: Kermas Eaton, City Clerk

Date: Tuesday, February 18, 2020

Re: Acknowledge receipt of letter from the Department of Revenue, granting ad valorem tax exemption to Western Container Corporation, for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2028, with a true total value of \$3,140,205.00; and adopt final order allowing the same.
File Number: 2020-118
Minute Book #

Summary

Acknowledge receipt of letter from the Department of Revenue, granting ad valorem tax exemption to Western Container Corporation, for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2028, with a true total value of \$3,140,205.00; and adopt final order allowing the same.

Recommendation Statement

Recommend acknowledgment of receipt of letter from the Department of Revenue, granting ad valorem tax exemption to Western Container Corporation, for a period not to exceed ten (10) years.

Please place this on the February 18, 2020 City Council meeting for consideration.



January 29, 2020

Mr. Kermas Eaton, City Clerk
Forrest County – Hattiesburg
P.O. Box 1898
Hattiesburg, Ms. 39401

Applicant: **Western Container Corporation**
Applicable Code Section: **MCA §27-31-105**
Date of Completion: **December 31, 2018**
Date Filed: **May 22, 2019**
10 year exemption.

EXEMPTION CERTIFICATION - NOTICE OF ACTION

- ☐ **NO ACTION** – The Department of Revenue has no authority to act on exemptions requested under the cited section of law.
- ☐ **INCOMPLETE DOCUMENTATION** – We cannot process your request, as necessary documentation is missing. Please provide:
- ☐ Application for Exemption ☐ Preliminary Resolution Granting Exemption
- ☐ Itemized Asset Listing ☐ MDA Approval Letter
- ☐ Tax Assessor's Position Statement ☐ Final Resolution Granting Exemption
- ☐ **REQUEST IS CERTIFIED AS INELIGIBLE** – This request is ineligible under the cited section of law.

- ☒ **REQUEST IS CERTIFIED AS ELIGIBLE** – In accordance with the authority conferred upon the Department of Revenue, we hereby certify that the application for exemption submitted on behalf of the above-referenced entity is compliant with the provisions of law and the property referenced therein is eligible for ad valorem tax exemption to the extent permitted by law.

This certification applies exclusively to the property itemized in the original application for exemption, excluding any property found specifically ineligible by the Department. Outlined below is the total true value of eligible assets per the application. The amount of exemption is limited to the actual assessed value of such assets as annually determined by the Tax Assessor and finally approved by the Board of Supervisors.

TOTAL TRUE VALUE PER APPLICATION		REQUESTED	APPROVED
☐ Real Property			
☒ Personal Property		\$3,140,205.00	\$3,140,205.00
☐ Raw Materials			
☐ Work-in-Progress			
TOTAL		\$3,140,205.00	\$3,140,205.00
☐ Ineligible Property>(* see below)			

Pursuant to Miss. Code Ann. Section 27-31-109, if the governing authorities grant the exemption certified above, they must place a final order on their minutes declaring this property exempt and documenting the dates when this exemption commences and expires.

If the governing authorities issue a final order declaring this property exempt, the clerk must record the application and the order approving the exemption. Finally, the clerk must send a copy of the final order to the Mississippi Department of Revenue.

Should you have any questions concerning this matter, please feel free to contact us.

Debra McDonald, Tax Analyst
Exemptions & Public Utilities Bureau
(P) 601.923.7634

Paul J. Foreman, Director
Exemptions & Public Utilities Bureau
(P) 601.923.7632

Save postage and get electronic verification that we have received your exemption filings by submitting any industrial exemption requests or correspondence electronically via email to indexemptions@dor.ms.gov.

IN THE MATTER OF THE APPLICATION OF
WESTERN CONTAINER CORPORATION FOR
EXEMPTION FROM AD VALOREM TAXATION

FINAL ORDER GRANTING AND ALLOWING

AD VALOREM TAX EXEMPTION

THERE came on for further consideration and final determination by the Mayor and City Council of the City of Hattiesburg, Mississippi, the matter of the Application of Western Container Corporation for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, as set forth in full in said Application; and the Council having carefully inquired into the matter and maturely considered the same, and being fully advised in the premises, does hereby find, sustain and adjudicate as follows:

THE Council finds that said Applicant has previously filed with it, in due and proper form, an Application for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon the tangible property of said Applicant as identified and described in said Application for a period of ten (10) years from and after January 1, 2018 with a total true value of \$3,140,205.00 and that the Council heretofore on the 17th day of December, 2019 by Resolution appearing in Municipal Minute Book 2019 at page(s) 307, duly passed, adopted, made and entered said appropriate Resolution approving said Application and granting the ad valorem tax exemption therein sought, subject, however, to action of the Mississippi Department of Revenue as provided by law, and directing that appropriate certified transcript or copies of said Application and said Resolution be transmitted to the said Mississippi Department of Revenue for appropriate action by it as provided and required by Sections 27-31-101, et seq., Mississippi Code

of 1972, Annotated, and any and all other provisions of law. The Council has now received a letter from the Director of the Property Tax Bureau of said Mississippi Department of Revenue dated January 29, 2020, approving the ad valorem tax exemption for the personal property in the amount of \$3,140,205.00.

as applied for by the said Western Container Corporation and appended and subjoined hereto as a part of this Order and made a part hereof as fully and for all purposes as if set forth at length herein; and it is now appropriate, proper and in the best interest of the City of Hattiesburg and

all of the parties of interest that action be taken upon said matter and final disposition be made thereof pursuant to all provisions of law.

IT IS, THEREFORE, THE JUDGEMENT OF THE MAYOR AND CITY COUNCIL. AND IT IS ACCORDINGLY HEREBY ORDERED, pursuant to the provisions of Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and all other provisions of applicable law, that the Application of the said Western Container Corporation for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, approved by Resolution of the Council in the City of Hattiesburg, Minute Book 2019 at page(s)307 and the same being incorporated herein by specific reference thereto, be and the same is hereby, in all respects and in every particular, approved and allowed for the personal property, as approved by the Mississippi Department of Revenue; and further, that the said be, and is hereby, granted and allowed exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon all of the tangible property as identified, described and otherwise set forth in said Application hereinabove referred to, all for a term or period of ten(10)years commencing on January 1, 2018, with a total true value of \$3,140,205.00.

IT IS FURTHER ORDERED that the City Clerk of the City of Hattiesburg, be and he is hereby authorized, empowered and directed to record this Order approving such application and granting ad valorem taxation exemption applied for, in the municipal records and to take all other action necessary or required by law to grant said tax exemption herein approved. The above and foregoing Order, after having been first reduced to writing, 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 Order adopted, this the 18th day of February 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Order having been submitted to and approved by the Mayor, this the 18th day of February, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Cecilia Jones

cc: Kermas Eaton, City Clerk

Date: Tuesday, February 18, 2020

Re: Acknowledge receipt of letter from the Department of Revenue, granting ad valorem tax exemption to Sofidel America Corporation, for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2028, with a true total value of \$353,211.00; and adopt final order allowing the same.

File Number: 2020-125
Minute Book #

Summary

Acknowledge receipt of letter from the Department of Revenue, granting ad valorem tax exemption to Sofidel America Corporation, for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2028, with a true total value of \$353,211.00; and adopt final order allowing the same.

Recommendation Statement

Recommend Acknowledgment of receipt of letter from the Dept. of Revenue, granting ad valorem tax exemption to Sofidel America Corporation for a period not to exceed ten (10) years.

Please place this on the February 18, 2020 City Council meeting for consideration.

IN THE MATTER OF THE APPLICATION OF
SOFIDEL AMERICA CORPORATION FOR
EXEMPTION FROM AD VALOREM TAXATION

FINAL ORDER GRANTING AND ALLOWING AD

VALOREM TAX EXEMPTION

THERE came on for further consideration and final determination by the Mayor and City Council of the City of Hattiesburg, Mississippi, the matter of the Application of Sofidel America Corporation, for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, as set forth in full in said Application; and the Council having carefully inquired into the matter and maturely considered the same, and being fully advised in the premises, does hereby find, sustain and adjudicate as follows:

THE Council finds that said Applicant has previously filed with it, in due and proper form, an Application for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon the tangible property of said Applicant as identified and described in said Application for a period of ten (10) years from and after January 1, 2018 with a total true value of \$353,211.32 and that the Council heretofore on the 17th day of December, 2019 by Resolution appearing in Municipal Minute Book 2019 at page(s) 306, duly passed, adopted, made and entered said appropriate Resolution approving said Application and granting the ad valorem tax exemption therein sought, subject, however, to action of the Mississippi Department of Revenue as provided by law, and directing that appropriate certified transcript or copies of said Application and said Resolution be transmitted to the said Mississippi Department of Revenue for appropriate action by it as provided and required by Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and any and all other provisions of law. The Council has now received a letter from the Director of the Property Tax Bureau of said Mississippi Department of Revenue dated January 29, 2020, approving the ad valorem tax exemption for the personal property in the amount of \$353,211.00. as applied for by the said Sofidel America Corporation and appended and subjoined hereto as a part of this Order and made a part hereof as fully and for all purposes as if set forth at length herein; and it is now appropriate, proper and in the best interest of the City of Hattiesburg and all of the parties of interest that action be taken upon said matter and final disposition be made thereof pursuant to all provisions of law.

IT IS, THEREFORE, THE JUDGEMENT OF THE MAYOR AND CITY COUNCIL. AND

IT IS ACCORDINGLY HEREBY ORDERED, pursuant to the provisions of Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and all other provisions of applicable law, that the Application of the said Sofidel America Corporation for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, approved by Resolution of the Council in the City of Hattiesburg, Minute Book 2019 at page(s) 306 and the same being incorporated herein by specific reference thereto, be and the same is hereby, in all respects and in every particular, approved and allowed for the personal property, as approved by the Mississippi Department of Revenue; and further, that the said be, and is hereby, granted and allowed exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon all of the tangible property as identified, described and otherwise set forth in said Application hereinabove referred to, all for a term or period of ten(10) years commencing on January 1, 2018, with a total true value of \$353,211.00.

IT IS FURTHER ORDERED that the City Clerk of the City of Hattiesburg, be and he is hereby authorized, empowered and directed to record this Order approving such application and granting ad valorem taxation exemption applied for, in the municipal records and to take all other action necessary or required by law to grant said tax exemption herein approved.

The above and foregoing Order, after having been first reduced to writing, 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 Order adopted, this the 18th day of February 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Order having been submitted to and approved by the Mayor, this the 18th day of February, 2020.

ATTEST:

CITY CLERK

APPROVED:

MAYOR



— DEPARTMENT OF —
REVENUE
 STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
 EXEMPTIONS & PUBLIC UTILITIES BUREAU

January 29, 2020

Mr. Kermas Eaton, City Clerk
 Forrest County – Hattiesburg
 P.O. Box 1898
 Hattiesburg, Ms. 39401

Applicant: **Sofidel America Corporation**
 Applicable Code Section: **MCA §27-31-105**
 Date of Completion: **December 31, 2018**
 Date Filed: **May 25, 2019**

EXEMPTION CERTIFICATION - NOTICE OF ACTION

- ☐ **NO ACTION** – The Department of Revenue has no authority to act on exemptions requested under the cited section of law.
- ☐ **INCOMPLETE DOCUMENTATION** – We cannot process your request, as necessary documentation is missing. Please provide:
- | | |
|--|--|
| ☐ Application for Exemption | ☐ Preliminary Resolution Granting Exemption |
| ☐ Itemized Asset Listing | ☐ MDA Approval Letter |
| ☐ Tax Assessor's Position Statement | ☐ Final Resolution Granting Exemption |
- ☐ **REQUEST IS CERTIFIED AS INELIGIBLE** – This request is ineligible under the cited section of law.
- ☒ **REQUEST IS CERTIFIED AS ELIGIBLE** – In accordance with the authority conferred upon the Department of Revenue, we hereby certify that the application for exemption submitted on behalf of the above-referenced entity is compliant with the provisions of law and the property referenced therein is eligible for ad valorem tax exemption to the extent permitted by law.

This certification applies exclusively to the property itemized in the original application for exemption, excluding any property found specifically ineligible by the Department. Outlined below is the total true value of eligible assets per the application. The amount of exemption is limited to the actual assessed value of such assets as annually determined by the Tax Assessor and finally approved by the Board of Supervisors.

TOTAL TRUE VALUE PER APPLICATION	REQUESTED	APPROVED
☐ Real Property		
☒ Personal Property	\$353,211.32	\$353,211.00
☐ Raw Materials		
☐ Work-in-Progress		
TOTAL	\$353,211.32	\$353,211.00
☐ Ineligible Property(* see below)		

Pursuant to Miss. Code Ann. Section 27-31-109, if the governing authorities grant the exemption certified above, they must place a final order on their minutes declaring this property exempt and documenting the dates when this exemption commences and expires.

If the governing authorities issue a final order declaring this property exempt, the clerk must record the application and the order approving the exemption. Finally, the clerk must send a copy of the final order to the Mississippi Department of Revenue.

Should you have any questions concerning this matter, please feel free to contact us.

Debra McDonald, Tax Analyst
 Exemptions & Public Utilities Bureau
 (P) 601.923.7634

Paul J. Foreman, Director
 Exemptions & Public Utilities Bureau
 (P) 601.923.7632

Save postage and get electronic verification that we have received your exemption filings by submitting any industrial exemption requests or correspondence electronically via email to indexemptions@dor.ms.gov.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Darnelle Larremore

cc: Kermas Eaton, City Clerk

Date: Tuesday, February 18, 2020

Re: Acknowledge receipt of letter from the Department of Revenue, granting ad valorem tax exemption to Zeon Chemicals, L.P., for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2028, with a true total value of \$249,823.00; and adopt final order allowing the same.
File Number: 2020-119
Minute Book #

Summary

Acknowledge receipt of letter from the Department of Revenue, granting ad valorem tax exemption to Zeon Chemicals, L.P., for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2028, with a true total value of \$249,823.00; and adopt final order allowing the same.

Recommendation Statement

Recommend acknowledgement of receipt of letter from the Department of Revenue, granting ad valorem tax exemption to Zeon Chemicals, L.P., for a period not to exceed ten (10) years,

Please place this on the February 18, 2020 City Council meeting for consideration.

IN THE MATTER OF THE APPLICATION OF
ZEON CHEMICALS, L.P.FOR EXEMPTION
FROM AD VALOREM TAXATION

FINAL ORDER GRANTING AND ALLOWING

AD VALOREM TAX EXEMPTION

THERE came on for further consideration and final determination by the Mayor and City Council of the City of Hattiesburg, Mississippi, the matter of the Application of Zeon Chemicals, L.P. for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, as set forth in full in said Application; and the Council having carefully inquired into the matter and maturely considered the same, and being fully advised in the premises, does hereby find, sustain and adjudicate as follows:

THE Council finds that said Applicant has previously filed with it, in due and proper form, an Application for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon the tangible property of said Applicant as identified and described in said Application for a period of ten (10) years from and after January 1,2018 with a total true value of \$249,823.00 and that the Council heretofore on the 17th day of December,2019 by Resolution appearing in Municipal Minute Book 2019 at page(s)307,duly passed, adopted, made and entered said appropriate Resolution approving said Application and granting the ad valorem tax exemption therein sought, subject, however, to action of the Mississippi Department of Revenue as provided by law, and directing that appropriate certified transcript or copies of said Application and said Resolution be transmitted to the said Mississippi Department of Revenue for appropriate action by it as provided and required by Sections 27-31-101, et seq., Mississippi Code

of 1972, Annotated, and any and all other provisions of law. The Council has now received a letter from the Director of the Property Tax Bureau of said Mississippi Department of Revenue dated January 29,2020, approving the ad valorem tax exemption for the personal property in the amount of \$249,823.00.

as applied for by the said Zeon Chemicals, L.P. and appended and subjoined hereto as a part of this Order and made a part hereof as fully and for all purposes as if set forth at length herein; and it is now appropriate, proper and in the best interest of the City of Hattiesburg and all of the

parties of interest that action be taken upon said matter and final disposition be made thereof pursuant to all provisions of law.

IT IS, THEREFORE, THE JUDGEMENT OF THE MAYOR AND CITY COUNCIL. AND IT IS ACCORDINGLY HEREBY ORDERED, pursuant to the provisions of Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and all other provisions of applicable law, that the Application of the said Zeon Chemicals, L.P. for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, approved by Resolution of the Council in the City of Hattiesburg, Minute Book 2019 at page(s)307 and the same being incorporated herein by specific reference thereto, be and the same is hereby, in all respects and in every particular, approved and allowed for the personal property, as approved by the Mississippi Department of Revenue; and further, that the said be, and is hereby, granted and allowed exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon all of the tangible property as identified, described and otherwise set forth in said Application hereinabove referred to, all for a term or period of ten(10)years commencing on January 1, 2018, with a total true value of \$249,823.00.

IT IS FURTHER ORDERED that the City Clerk of the City of Hattiesburg, be and he is hereby authorized, empowered and directed to record this Order approving such application and granting ad valorem taxation exemption applied for, in the municipal records and to take all other action necessary or required by law to grant said tax exemption herein approved.

The above and foregoing Order, after having been first reduced to writing, 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 Order adopted, this the 18th day of February 2020. .

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Order having been submitted to and approved by the Mayor, this the 18th day of February, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



— DEPARTMENT OF —
REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

January 29, 2020

Mr. Kermas Eaton, City Clerk
Forrest County – Hattiesburg
P.O. Box 1898
Hattiesburg, Ms. 39401

Applicant: **Zeon Chemicals, L.P.**
Applicable Code Section: **MCA §27-31-105**
Date of Completion: **December 31, 2018**
Date Filed: **March 27, 2019**

EXEMPTION CERTIFICATION - NOTICE OF ACTION

- ☐ **NO ACTION** – The Department of Revenue has no authority to act on exemptions requested under the cited section of law.
- ☐ **INCOMPLETE DOCUMENTATION** – We cannot process your request, as necessary documentation is missing. Please provide:
- ☐ Application for Exemption ☐ Preliminary Resolution Granting Exemption
- ☐ Itemized Asset Listing ☐ MDA Approval Letter
- ☐ Tax Assessor's Position Statement ☐ Final Resolution Granting Exemption
- ☐ **REQUEST IS CERTIFIED AS INELIGIBLE** – This request is ineligible under the cited section of law.

- ☒ **REQUEST IS CERTIFIED AS ELIGIBLE** – In accordance with the authority conferred upon the Department of Revenue, we hereby certify that the application for exemption submitted on behalf of the above-referenced entity is compliant with the provisions of law and the property referenced therein is eligible for ad valorem tax exemption to the extent permitted by law.

This certification applies exclusively to the property itemized in the original application for exemption, excluding any property found specifically ineligible by the Department. Outlined below is the total true value of eligible assets per the application. The amount of exemption is limited to the actual assessed value of such assets as annually determined by the Tax Assessor and finally approved by the Board of Supervisors.

TOTAL TRUE VALUE PER APPLICATION		REQUESTED	APPROVED
☐ Real Property			
☒ Personal Property		\$249,823.00	\$249,823.00
☐ Raw Materials			
☐ Work-in-Progress			
TOTAL		\$249,823.00	\$249,823.00
☐ Ineligible Property ^(*) see below)			

Pursuant to Miss. Code Ann. Section 27-31-109, if the governing authorities grant the exemption certified above, they must place a final order on their minutes declaring this property exempt and documenting the dates when this exemption commences and expires.

If the governing authorities issue a final order declaring this property exempt, the clerk must record the application and the order approving the exemption. Finally, the clerk must send a copy of the final order to the Mississippi Department of Revenue.

Should you have any questions concerning this matter, please feel free to contact us.

Debra McDonald, Tax Analyst
Exemptions & Public Utilities Bureau
(P) 601.923.7634

Paul J. Foreman, Director
Exemptions & Public Utilities Bureau
(P) 601.923.7632

Save postage and get electronic verification that we have received your exemption filings by submitting any industrial exemption requests or correspondence electronically via email to indexemptions@dor.ms.gov.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Cecilia Jones

cc: Kermas Eaton, City Clerk

Date: Tuesday, February 18, 2020

Re: Acknowledge receipt of letter from the Department of Revenue, granting ad valorem tax exemption to Green Bay Converting, Inc., for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2028, with a true total value of \$239,210.00; and adopt final order allowing the same.

File Number: 2020-120
Minute Book #

Summary

Acknowledge receipt of letter from the Department of Revenue, granting ad valorem tax exemption to Green Bay Converting, Inc., for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2028, with a true total value of \$239,210.00; and adopt final order allowing the same.

Recommendation Statement

Recommend Acknowledgment of receipt of letter from the Dept. of Revenue, granting ad valorem tax exemption to Green Bay Converting, Inc. for a period not to exceed ten (10) years.

Please place this on the February 18, 2020 City Council meeting for consideration.

IN THE MATTER OF THE APPLICATION OF
GREEN BAY CONVERTING, INC FOR
EXEMPTION FROM AD VALOREM TAXATION

FINAL ORDER GRANTING AND ALLOWING AD

VALOREM TAX EXEMPTION

THERE came on for further consideration and final determination by the Mayor and City Council of the City of Hattiesburg, Mississippi, the matter of the Application of Green Bay Converting, Inc. for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, as set forth in full in said Application; and the Council having carefully inquired into the matter and maturely considered the same, and being fully advised in the premises, does hereby find, sustain and adjudicate as follows:

THE Council finds that said Applicant has previously filed with it, in due and proper form, an Application for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon the tangible property of said Applicant as identified and described in said Application for a period of ten (10) years from and after January 1, 2018 with a total true value of \$239,210.00 and that the Council heretofore on the 17th day of December, 2019 by Resolution appearing in Municipal Minute Book 2019 at page(s) 305, duly passed, adopted, made and entered said appropriate Resolution approving said Application and granting the ad valorem tax exemption therein sought, subject, however, to action of the Mississippi Department of Revenue as provided by law, and directing that appropriate certified transcript or copies of said Application and said Resolution be transmitted to the said Mississippi Department of Revenue for appropriate action by it as provided and required by Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and any and all other provisions of law. The Council has now received a letter from the Director of the Property Tax Bureau of said Mississippi Department of Revenue dated January 28, 2020, approving the ad valorem tax exemption for the personal property in the amount of \$239,210.00. as applied for by the said Green Bay Converting, Inc and appended and subjoined hereto as a part of this Order and made a part hereof as fully and for all purposes as if set forth at length herein; and it is now appropriate, proper and in the best interest of the City of Hattiesburg and all of the parties of interest that action be taken upon said matter and final disposition be made thereof pursuant to all provisions of law.

IT IS, THEREFORE, THE JUDGEMENT OF THE MAYOR AND CITY COUNCIL. AND

IT IS ACCORDINGLY HEREBY ORDERED, pursuant to the provisions of Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and all other provisions of applicable law, that the Application of the said Green Bay Converting, Inc for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, approved by Resolution of the Council in the City of Hattiesburg, Minute Book 2019 at page(s)305 and the same being incorporated herein by specific reference thereto, be and the same is hereby, in all respects and in every particular, approved and allowed for the personal property, as approved by the Mississippi Department of Revenue; and further, that the said be, and is hereby, granted and allowed exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon all of the tangible property as identified, described and otherwise set forth in said Application hereinabove referred to, all for a term or period of ten(10)years commencing on January 1, 2018, with a total true value of \$239,210.00.

IT IS FURTHER ORDERED that the City Clerk of the City of Hattiesburg, be and he is hereby authorized, empowered and directed to record this Order approving such application and granting ad valorem taxation exemption applied for, in the municipal records and to take all other action necessary or required by law to grant said tax exemption herein approved.

The above and foregoing Order, after having been first reduced to writing, 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 Order adopted, this the 18th day of February 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Order having been submitted to and approved by the Mayor, this the 18th day of February, 2020.

ATTEST:

CITY CLERK

APPROVED:

MAYOR



— DEPARTMENT OF —
REVENUE
 STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
 EXEMPTIONS & PUBLIC UTILITIES BUREAU

January 28, 2020

Mr. Kermas Eaton, City Clerk
 Forrest County – Hattiesburg
 P.O. Box 1898
 Hattiesburg, Ms. 39401

Applicant: **Green Bay Converting, Inc.**
 Applicable Code Section: **MCA §27-31-105**
 Date of Completion: **December 31, 2018**
 Date Filed: **May 14, 2019**
10 year exemption.

EXEMPTION CERTIFICATION - NOTICE OF ACTION

- ☐ **NO ACTION** – The Department of Revenue has no authority to act on exemptions requested under the cited section of law.
- ☐ **INCOMPLETE DOCUMENTATION** – We cannot process your request, as necessary documentation is missing. Please provide:
- | | |
|--|--|
| ☐ Application for Exemption | ☐ Preliminary Resolution Granting Exemption |
| ☐ Itemized Asset Listing | ☐ MDA Approval Letter |
| ☐ Tax Assessor's Position Statement | ☐ Final Resolution Granting Exemption |
- ☐ **REQUEST IS CERTIFIED AS INELIGIBLE** – This request is ineligible under the cited section of law.
- ☒ **REQUEST IS CERTIFIED AS ELIGIBLE** – In accordance with the authority conferred upon the Department of Revenue, we hereby certify that the application for exemption submitted on behalf of the above-referenced entity is compliant with the provisions of law and the property referenced therein is eligible for ad valorem tax exemption to the extent permitted by law.

This certification applies exclusively to the property itemized in the original application for exemption, excluding any property found specifically ineligible by the Department. Outlined below is the total true value of eligible assets per the application. The amount of exemption is limited to the actual assessed value of such assets as annually determined by the Tax Assessor and finally approved by the Board of Supervisors.

TOTAL TRUE VALUE PER APPLICATION	REQUESTED	APPROVED
☐ Real Property		
☒ Personal Property	\$239,210.00	\$239,210.00
☐ Raw Materials		
☐ Work-in-Progress		
TOTAL	\$239,210.00	\$239,210.00
☐ Ineligible Property ^(* see below)		

Pursuant to Miss. Code Ann. Section 27-31-109, if the governing authorities grant the exemption certified above, they must place a final order on their minutes declaring this property exempt and documenting the dates when this exemption commences and expires.

If the governing authorities issue a final order declaring this property exempt, the clerk must record the application and the order approving the exemption. Finally, the clerk must send a copy of the final order to the Mississippi Department of Revenue.

Should you have any questions concerning this matter, please feel free to contact us.

Debra McDonald, Tax Analyst
 Exemptions & Public Utilities Bureau
 (P) 601.923.7634

Paul J. Foreman, Director
 Exemptions & Public Utilities Bureau
 (P) 601.923.7632

Save postage and get electronic verification that we have received your exemption filings by submitting any industrial exemption requests or correspondence electronically via email to ind exemptions@dor.ms.gov.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Darnelle Larremore

cc: Kermas Eaton, City Clerk

Date: Tuesday, February 18, 2020

Re: Acknowledge receipt of letter from the Department of Revenue, granting ad valorem tax exemption to Mississippi Tank Company., for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2028, with a true total value of \$160,211.00; and adopt final order allowing the same.
File Number: 2020-121
Minute Book #

Summary

Acknowledge receipt of letter from the Department of Revenue, granting ad valorem tax exemption to Mississippi Tank Company., for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2028, with a true total value of \$160,211.00; and adopt final order allowing the same.

Recommendation Statement

Recommend acknowledgment of receipt of letter from the Department of Revenue, granting ad valorem tax exemption to Mississippi Tank Company., for a period not to exceed ten (10) years.

Please place this on the February 18, 2020 City Council meeting for consideration.



— DEPARTMENT OF —
REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

January 30, 2020

Mr. Kermas Eaton, City Clerk
Forrest County – Hattiesburg
P.O. Box 1898
Hattiesburg, Ms. 39401

Applicant: **Mississippi Tank Company**
Applicable Code Section: **MCA §27-31-105**
Date of Completion: **December 31, 2018**
Date Filed: **April 17, 2019**
10 year exemption.

EXEMPTION CERTIFICATION - NOTICE OF ACTION

- ☐ **NO ACTION** – The Department of Revenue has no authority to act on exemptions requested under the cited section of law.
- ☐ **INCOMPLETE DOCUMENTATION** – We cannot process your request, as necessary documentation is missing. Please provide:
- | | |
|--|--|
| ☐ Application for Exemption | ☐ Preliminary Resolution Granting Exemption |
| ☐ Itemized Asset Listing | ☐ MDA Approval Letter |
| ☐ Tax Assessor's Position Statement | ☐ Final Resolution Granting Exemption |
- ☐ **REQUEST IS CERTIFIED AS INELIGIBLE** – This request is ineligible under the cited section of law.
- ☒ **REQUEST IS CERTIFIED AS ELIGIBLE** – In accordance with the authority conferred upon the Department of Revenue, we hereby certify that the application for exemption submitted on behalf of the above-referenced entity is compliant with the provisions of law and the property referenced therein is eligible for ad valorem tax exemption to the extent permitted by law.

This certification applies exclusively to the property itemized in the original application for exemption, excluding any property found specifically ineligible by the Department. Outlined below is the total true value of eligible assets per the application. The amount of exemption is limited to the actual assessed value of such assets as annually determined by the Tax Assessor and finally approved by the Board of Supervisors.

TOTAL TRUE VALUE PER APPLICATION	REQUESTED	APPROVED
☐ Real Property		
☒ Personal Property	\$160,211.45	\$160,211.00
☐ Raw Materials		
☐ Work-in-Progress		
TOTAL	\$160,211.45	\$160,211.00
☐ Ineligible Property ^(* see below)		

Pursuant to Miss. Code Ann. Section 27-31-109, if the governing authorities grant the exemption certified above, they must place a final order on their minutes declaring this property exempt and documenting the dates when this exemption commences and expires.

If the governing authorities issue a final order declaring this property exempt, the clerk must record the application and the order approving the exemption. Finally, the clerk must send a copy of the final order to the Mississippi Department of Revenue.

Should you have any questions concerning this matter, please feel free to contact us.

Debra McDonald, Tax Analyst
Exemptions & Public Utilities Bureau
(P) 601.923.7634

Paul J. Foreman, Director
Exemptions & Public Utilities Bureau
(P) 601.923.7632

Save postage and get electronic verification that we have received your exemption filings by submitting any industrial exemption requests or correspondence electronically via email to indexemptions@dor.ms.gov.

IN THE MATTER OF THE APPLICATION OF
Mississippi Tank Company FOR
EXEMPTION FROM AD VALOREM TAXATION

FINAL ORDER GRANTING AND ALLOWING AD

VALOREM TAX EXEMPTION

THERE came on for further consideration and final determination by the Mayor and City Council of the City of Hattiesburg, Mississippi, the matter of the Application of Mississippi Tank Company, for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, as set forth in full in said Application; and the Council having carefully inquired into the matter and maturely considered the same, and being fully advised in the premises, does hereby find, sustain and adjudicate as follows:

THE Council finds that said Applicant has previously filed with it, in due and proper form, an Application for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon the tangible property of said Applicant as identified and described in said Application for a period of ten (10) years from and after January 1, 2018 with a total true value of \$160,211.45 and that the Council heretofore on the 17th day of December, 2019 by Resolution appearing in Municipal Minute Book 2019 at page(s) 308, duly passed, adopted, made and entered said appropriate Resolution approving said Application and granting the ad valorem tax exemption therein sought, subject, however, to action of the Mississippi Department of Revenue as provided by law, and directing that appropriate certified transcript or copies of said Application and said Resolution be transmitted to the said Mississippi Department of Revenue for appropriate action by it as provided and required by Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and any and all other provisions of law. The Council has now received a letter from the Director of the Property Tax Bureau of said Mississippi Department of Revenue dated January 30, 2020, approving the ad valorem tax exemption for the personal property in the amount of \$160,211.00. as applied for by the said Mississippi Tank Company and appended and subjoined hereto as a part of this Order and made a part hereof as fully and for all purposes as if set forth at length herein; and it is now appropriate, proper and in the best interest of the City of Hattiesburg and all of the parties of interest that action be taken upon said matter and final disposition be made thereof pursuant to all provisions of law.

IT IS, THEREFORE, THE JUDGEMENT OF THE MAYOR AND CITY COUNCIL. AND

IT IS ACCORDINGLY HEREBY ORDERED, pursuant to the provisions of Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and all other provisions of applicable law, that the Application of the said Mississippi Tank Company for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, approved by Resolution of the Council in the City of Hattiesburg, Minute Book 2019 at page(s) 308 and the same being incorporated herein by specific reference thereto, be and the same is hereby, in all respects and in every particular, approved and allowed for the personal property, as approved by the Mississippi Department of Revenue; and further, that the said be, and is hereby, granted and allowed exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon all of the tangible property as identified, described and otherwise set forth in said Application hereinabove referred to, all for a term or period of ten(10) years commencing on January 1, 2018, with a total true value of \$160,211.00.

IT IS FURTHER ORDERED that the City Clerk of the City of Hattiesburg, be and he is hereby authorized, empowered and directed to record this Order approving such application and granting ad valorem taxation exemption applied for, in the municipal records and to take all other action necessary or required by law to grant said tax exemption herein approved.

The above and foregoing Order, after having been first reduced to writing, 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 Order adopted, this the 18th day of February 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Order having been submitted to and approved by the Mayor, this the 18th day of February, 2020.

ATTEST:

CITY CLERK

APPROVED:

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Cecilia Jones

cc: Kermas Eaton, City Clerk

Date: Tuesday, February 18, 2020

Re: Acknowledge receipt of letter from the Department of Revenue, granting ad valorem tax exemption to Hybrid Plastics, Inc., for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2028, with a true total value of \$90,000.00; and adopt final order allowing the same.

File Number: 2020-122
Minute Book #

Summary

Acknowledge receipt of letter from the Department of Revenue, granting ad valorem tax exemption to Hybrid Plastics, Inc., for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2028, with a true total value of \$90,000.00; and adopt final order allowing the same.

Recommendation Statement

Recommend Acknowledgment of receipt of letter from the Dept. of Revenue, granting ad valorem tax exemption to Hybrid Plastics, Inc. for a period not to exceed ten (10) years.

Please place this on the February 18, 2020 City Council meeting for consideration.



— DEPARTMENT OF —
REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

January 29, 2020

Mr. Kermas Eaton, City Clerk
Forrest County – Hattiesburg
P.O. Box 1898
Hattiesburg, Ms. 39401

Applicant: **Hybrid Plastics, Inc.**
Applicable Code Section: **MCA §27-31-105**
Date of Completion: **December 31, 2018**
Date Filed: **May 13, 2019**
10 year exemption.

EXEMPTION CERTIFICATION - NOTICE OF ACTION

- ☐ **NO ACTION** – The Department of Revenue has no authority to act on exemptions requested under the cited section of law.
- ☐ **INCOMPLETE DOCUMENTATION** – We cannot process your request, as necessary documentation is missing. Please provide:
- | | |
|--|--|
| ☐ Application for Exemption | ☐ Preliminary Resolution Granting Exemption |
| ☐ Itemized Asset Listing | ☐ MDA Approval Letter |
| ☐ Tax Assessor's Position Statement | ☐ Final Resolution Granting Exemption |
- ☐ **REQUEST IS CERTIFIED AS INELIGIBLE** – This request is ineligible under the cited section of law.
- ☒ **REQUEST IS CERTIFIED AS ELIGIBLE** – In accordance with the authority conferred upon the Department of Revenue, we hereby certify that the application for exemption submitted on behalf of the above-referenced entity is compliant with the provisions of law and the property referenced therein is eligible for ad valorem tax exemption to the extent permitted by law.

This certification applies exclusively to the property itemized in the original application for exemption, excluding any property found specifically ineligible by the Department. Outlined below is the total true value of eligible assets per the application. The amount of exemption is limited to the actual assessed value of such assets as annually determined by the Tax Assessor and finally approved by the Board of Supervisors.

TOTAL TRUE VALUE PER APPLICATION		REQUESTED	APPROVED
☐	Real Property		
☒	Personal Property	\$90,000.00	\$90,000.00
☐	Raw Materials		
☐	Work-in-Progress		
TOTAL		\$90,000.00	\$90,000.00
☐	Ineligible Property ^(* see below)		

Pursuant to Miss. Code Ann. Section 27-31-109, if the governing authorities grant the exemption certified above, they must place a final order on their minutes declaring this property exempt and documenting the dates when this exemption commences and expires.

If the governing authorities issue a final order declaring this property exempt, the clerk must record the application and the order approving the exemption. Finally, the clerk must send a copy of the final order to the Mississippi Department of Revenue.

Should you have any questions concerning this matter, please feel free to contact us.

Debra McDonald, Tax Analyst
Exemptions & Public Utilities Bureau
(P) 601.923.7634

Paul J. Foreman, Director
Exemptions & Public Utilities Bureau
(P) 601.923.7632

Save postage and get electronic verification that we have received your exemption filings by submitting any industrial exemption requests or correspondence electronically via email to indexemptions@dor.ms.gov.

IN THE MATTER OF THE APPLICATION OF
HYBRID PLASTICS, INC FOR EXEMPTION
FROM AD VALOREM TAXATION

FINAL ORDER GRANTING AND ALLOWING AD

VALOREM TAX EXEMPTION

THERE came on for further consideration and final determination by the Mayor and City Council of the City of Hattiesburg, Mississippi, the matter of the Application of Hybrid Plastics, Inc. for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, as set forth in full in said Application; and the Council having carefully inquired into the matter and maturely considered the same, and being fully advised in the premises, does hereby find, sustain and adjudicate as follows:

THE Council finds that said Applicant has previously filed with it, in due and proper form, an Application for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon the tangible property of said Applicant as identified and described in said Application for a period of ten (10) years from and after January 1, 2018 with a total true value of \$90,000.00 and that the Council heretofore on the 17th day of December, 2019 by Resolution appearing in Municipal Minute Book 2019 at page(s) 305, duly passed, adopted, made and entered said appropriate Resolution approving said Application and granting the ad valorem tax exemption therein sought, subject, however, to action of the Mississippi Department of Revenue as provided by law, and directing that appropriate certified transcript or copies of said Application and said Resolution be transmitted to the said Mississippi Department of Revenue for appropriate action by it as provided and required by Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and any and all other provisions of law. The Council has now received a letter from the Director of the Property Tax Bureau of said Mississippi Department of Revenue dated January 29, 2020, approving the ad valorem tax exemption for the personal property in the amount of \$90,000.00. as applied for by the said Hybrid Plastics and appended and subjoined hereto as a part of this Order and made a part hereof as fully and for all purposes as if set forth at length herein; and it is now appropriate, proper and in the best interest of the City of Hattiesburg and all of the parties of interest that action be taken upon said matter and final disposition be made thereof pursuant to all provisions of law.

IT IS, THEREFORE, THE JUDGEMENT OF THE MAYOR AND CITY COUNCIL. AND

IT IS ACCORDINGLY HEREBY ORDERED, pursuant to the provisions of Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and all other provisions of applicable law, that the Application of the said Green Bay Converting, Inc for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, approved by Resolution of the Council in the City of Hattiesburg, Minute Book 2019 at page(s)305 and the same being incorporated herein by specific reference thereto, be and the same is hereby, in all respects and in every particular, approved and allowed for the personal property, as approved by the Mississippi Department of Revenue; and further, that the said be, and is hereby, granted and allowed exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon all of the tangible property as identified, described and otherwise set forth in said Application hereinabove referred to, all for a term or period of ten(10)years commencing on January 1, 2018, with a total true value of \$90,000.00.

IT IS FURTHER ORDERED that the City Clerk of the City of Hattiesburg, be and he is hereby authorized, empowered and directed to record this Order approving such application and granting ad valorem taxation exemption applied for, in the municipal records and to take all other action necessary or required by law to grant said tax exemption herein approved.

The above and foregoing Order, after having been first reduced to writing, 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 Order adopted, this the 18th day of February 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Order having been submitted to and approved by the Mayor, this the 18th day of February, 2020.

ATTEST:

CITY CLERK

APPROVED:

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones

cc:

Date: Tuesday, February 18, 2020

Re: Ratify and confirm the Mayor's appointment of Eddie Holloway to the Hattiesburg Public School Board for an amended term beginning February 13, 2020 and ending August 31, 2024.
File Number: 2020-128
Minute Book #

Summary

Ratify and confirm the Mayor's appointment of Eddie Holloway to the Hattiesburg Public School Board for an amended term beginning February 13, 2020 and ending August 31, 2024.

Recommendation Statement

I recommend the confirmation of Eddie Holloway to the Hattiesburg Public School Board for an amended term beginning February 13, 2020 and ending August 31, 2024.

Please place this on the February 18, 2020 City Council meeting for consideration.

EDDIE A. HOLLOWAY, Ph.D.

The University of Southern Mississippi

Associate Vice President for Student Affairs/Dean of Students

Assistant Professor of Psychology

EDUCATION

Doctor of Philosophy

Educational
Administration
*Emphasis in Higher
Education*

Master of Science

Community Health
Education

Master of Science

Counseling Psychology

Bachelor of Science

Sociology
Personnel Management
(Minor)

CAREER SUMMARY

Student Affairs
Administrator

Holloway & Associates

Personal Touch
Advertising

Holloway Properties

OFFICE

118 College Dr. #5204
Hattiesburg, MS 39406

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Fax: 601.266.6401

HOME

102 Greenwood Pl.
Hattiesburg, MS 39402
Home: 601.268.0209
Mobile: 601.297.0145

SUMMARY

- Highly active in Higher Education and Student Affairs utilizing student development theory to promote involvement, academic success, personal and professional development. Extensive teaching of various courses in sociology, psychology, student personnel and educational leadership.
- Continuously engaged in strategic planning, leadership and management development and training, customer service delivery, student recruitment and retention-agent training, risk and liability assessment, crisis management, student activity, planning, teaching tolerance, diversity and inclusion, conflict resolution and continuous improvement.
- Professional training consultant in management, leadership and personal development. Trainers provide an array of professional services designed to promote, enlighten and educate, traveling across the country offering insightful, motivating strategies for leaders and managers in public service and business management.

CERTIFICATED TRAININGS

- One Key Question Provider Training: Unplanned Pregnancy Campaign- 2018
Mississippi Public Health Institute - Jackson, MS
- Jackson, MS University of Memphis Title IX Academy – Memphis, TN- 2018
- Association of Title IX Administrators National Conference – Chicago, IL- 2012
- National Association of Senior Student Personnel (NASPA)- 2002
Administrators Leadership Academy – Washington, DC
- National Association of Senior Student Personnel Administrators (NASPA)- 2001
Academy for Leadership and Executive Effectiveness – Squaw Valley, CA
- National Association of Senior Student Personnel Administrators (NASPA)- 1999
Richard F. Stevens Institute – Palm Beach, FL
- National Association of Senior Student Personnel Administrators (NASPA)- 1998
Leadership and Professional Development Academy – Palm Beach, FL
- "From Scholarship to Leadership" Teachers' College - 1998
Columbia University – New York, NY
- "A World of Difference: Seminar on Race Relations" - 1994
Anti-Defamation League (ADL)
University of New Orleans, New Orleans, LA
- Southeastern School of Alcohol & Drug Studies- 1980
University of Georgia- Athens, GA

PROFESSIONAL EXPERIENCES

1998 – 2019 Associate Vice President for Student Affairs/Dean of Students
Assistant Professor of Psychology
The University of Southern Mississippi - Hattiesburg, MS

Member of student affairs strategic management team with supervisory responsibilities of an administrative staff of directors which include:

- **University Police**-campus safety and security
- **Student Counseling Services**- mental health services to the student community
- **Student Ombudsman Services**- problem resolution office for students, faculty, staff and parents
- **Office of Multicultural Programs & Services**- minority and diversity programs & services
- **Department of Parking Management**- oversight of parking and traffic on campus
- **Student Government Association**- largest student organization on campus consisting of executive branch, senate, and freshman associates
- **Student Spirit**- supervisory functions include all programming and major events
 - **Homecoming and SGA Elections**
 - **Homecoming Parade**
 - **Lighting the Way** (annual Christmas tree lighting event)
 - **Fallen Eagle Memorial Services**
 - **Miss University of Southern Mississippi Pageant**
 - **The Big Event** (community service project)
 - **Student Government Programming**
- **Code of Student Conduct/Judicial Affairs**- adjudication of student violations
- **Greek Life**—which involves 16 national fraternities and 12 national sororities and Fraternity Housing - the University owns 12 fraternity houses and the campus

Additionally, current responsibilities include the training of the four student judicial boards, student risk and liability issues, student code of honor, and the academic integrity code. Other duties include coordination of the **Critical Incident Response Team (CIRT)** and **Campus Safety** for the university community. This office also staffs and coordinates the **Southern Miss Campus Action Referral Evaluation System (CARES)**- which serves students with special needs and circumstances.

- **Parent Orientation**
- **Student Support Services**
- **Crisis Management**
- **Homecoming Activities**
- **Campus Ombudsman Services**
- **Intergovernmental Services**

Teaching responsibilities have included:

- **Sociology 101**- Introduction to Sociology (undergraduate)
- **Psychology 435**- Alcohol and Drug Intervention (undergraduate)
- **Psychology 613**- Cultural Bases of Behavior (graduate)
- **Psychology 615**- The American College Student (graduate)
- **Psychology 639**- Student Affairs Personnel (graduate)
- **Psychology 739**- Student Affairs Problems Seminar (graduate)
- **Research and Foundation 709** - Social Foundations of Education (graduate)
- **CPS 619**- Student Affairs Diversity (graduate)

Supervision of Major Campus Events Include:

- **Kennard Scholars Mentor Program**
- **Alpha Kappa Mu Honor Society**

- **National Pan-Hellenic Plaza**
- **Campus Civility Programming**
- **Armstrong-Branch Lecture**
- **Dr. Martin Luther King Prayer Breakfast**
- **The District** (campus tailgating)
- **Lighting the Way** (annual tree lighting ceremony)
- **The Premier** (NPHC new member presentation)

2007 - present

Guest Editorialist

Hattiesburg American Newspaper - Part of the USA Today Network

Hattiesburg, MS

Submit monthly commentaries on current events and life topics relative to the Hattiesburg community. Writings have received raving reviews.

1992 - present

Chief Executive Officer

HOLLOWAY & ASSOCIATES

Leadership and Personal Development Consultants

Hattiesburg, MS

Provide speaking, consultative, and training services with emphasis on leadership, professional and personal development. Additional training topics include: drug education, diversity, management, change theory, customer service and conflict management, and time management. Training include presentations for the National League of Cities, National Association of Counties, Municipal Leagues across the country including Mississippi, Alabama, Tennessee, South Carolina, Colorado, and Texas, Law Enforcement agencies, Public School districts across the state of Mississippi, local agencies, associations—regional and national.

1985 - 2001

Elected Hattiesburg City Councilman - Ward 2

Served four consecutive four-year terms

Hattiesburg, MS

Responsibilities included municipal budgetary oversight and city policy development. Represented the interests of Ward 2 residents and citizens at large. Council President - presided over council meetings and set agenda. Served as liaison between administration, council membership and various constituency groups – ten years as President and Vice President. During this service, served on the Board of Directors of the National League of Cities as well as served as Chairman of the Leadership Training Council of the NLC.

Major City & Ward Projects:

- **Eureka School Stabilization**
- **Chair Park Organization**
- **9th Street Baseball Park Development**
- **Tipton Street Baseball Park**
- **Bailey Walking Trail & Playground**
- **Duncan Lake and Recreational Park**
- **Town Square Park** (Downtown Hattiesburg)

1997 - 1998

Interim Dean of Students and Instructor of Psychology

The University of Southern Mississippi

Hattiesburg, MS

Administrative responsibilities included budgetary authority, judicial affairs and Greek Life supervision. Related to these duties included interfacing with other administrators

and staff members of the Student Affairs Division, the university community and the surrounding communities, also advise Student Senate and SGA cabinet members.

***Teaching responsibilities included Psychology 435 - Alcohol and Drug Intervention**

1994 - 1997

Assistant Dean of Students and Instructor of Psychology

The University of Southern Mississippi - Hattiesburg, MS

Administrative duties included administering the student discipline process, advising student senate (SGA cabinet members) and interfacing with students and administrators, planning, and problem resolution.

1979 - 1994

Counselor and Instructor of Counseling Psychology- University Counseling Center

The University of Southern Mississippi - Hattiesburg, MS

Responsibilities included individual and group counseling with particular responsibilities of crisis management and problem resolution. Served as the chief campus crisis management responder for the Counseling Center and Residence Life. Coordinated and administered various college and professional school entrance examinations.

1977 - 1979

Alcohol and Drug Counselor

Pine Belt Mental Health Services - Hattiesburg, MS

Responsibilities included coordinating alcohol and drug services (individual and group counseling) in four counties. Also, conducted weekly jail visits and introduced video education to inmates arrested for alcohol and drug related charges. Coordinated weekly night group treatment meetings. Managed services in Hattiesburg office as well as in satellite centers in New Augusta, Purvis, and Columbia, MS.

1975 - 1977

Counselor and Instructor of Sociology- Special Services Program

William Carey College - Hattiesburg, MS

Responsibilities included counseling and advising students with special academic, social and economic needs. Conducted vocational interest testing and career counseling as well as coordinated tutorial and class scheduling program.

Upward Bound Program- as above, however, worked with high school students from surrounding communities with special academic, social and financial needs. Planned weekend campus visits and tutorial programs for students.

***Teaching responsibilities included - Introduction to Sociology on Campus and Gulf Coast U. S. Navy Seabee Base**

1972 - 1978

Counselor

Forrest County Youth Court - Hattiesburg, MS

Responsibilities included individual, group and family counselor for youth related offenders and their families. Responsibilities included working with municipal agencies (part-time).

1972 - 1975

Residence Hall Manager and Assistant- Department of Residence Life

The University of Southern Mississippi - Hattiesburg, MS

Responsibilities included programming, risk management issues, student and staff relations and administrative duties for resident hall and floor residents in Elam Arms, Scott and Bold Residence Halls.

DEVELOPED AND PRESENTED WORKSHOPS FOR NATIONAL & REGIONAL CONFERENCES

- 2016 Minority Males Conference - University of West Florida – Pensacola, FL
- 2014 Texas Municipal League – Ethics in Political Leadership – Austin, TX
- 2014 South Mississippi Association of Social Workers – Hattiesburg, MS
- 2014 National Black Caucus of Local Elected Officials – Rochester, NY
- 2014 Petal Chamber of Commerce Annual Luncheon – Customer Service, Petal, MS
- 2014 Hattiesburg Public School District – Secretaries and Office Managers, Customer Service 101
- 2014 Hinds County Junior College – Student Leadership Development Training
- 2014 Mississippi State University – Panel Discussion on Diversity and Student Retention
- 2013 Hattiesburg Public School District (administrative support) – “Customer Service 101”- Hattiesburg, MS
- 2013 Texas Municipal League- “Keys to Leadership & Council Performance”- Austin, TX
- 2012 Hattiesburg Pubic School District (nutrition department)- “Customer Service 101”- Hattiesburg, MS
- 2011 Texas Municipal League- “The Art of Doing the Right Thing When No One is Looking”- Houston, TX
- 2010 National League of Cities- “The Public Servant: What Great Leaders Know and Do Best”- Denver, CO
- 2010 Texas Municipal League- “The Dynamics of Council and Board Work”- Corpus Christi, TX
- 2010 Mississippi Municipal League- “Parliamentary Procedure”- Biloxi, MS
- 2009 Mississippi Municipal League-“Leadership 101: Essential Skills for Councils and Boards”- Natchez, MS
- 2009 Mississippi Municipal League-“Parliamentary Procedure”- Biloxi, MS
- 2009 Mississippi Municipal League- “16 Pitfalls to Public Service”- Jackson, MS
- 2009 National League of Cities- “Effective Councils and Boards: Avoiding the Board Trap”- San Antonio, TX
- 2009 National League of Cities- “Leading in Turbulent Times: How Officials Thrive in Chaos”- Washington, DC
- 2008 34th Annual Convention for Black Mayors Inc.- ‘Six Essential Tools for Public Service’- New Orleans, LA
- 2008 Hattiesburg Public School District Clerical Support Staff – “Customer Service 101”- Hattiesburg, MS
- 2008 Hattiesburg Public School District Custodial Support Staff-“Customer Service 101”- Hattiesburg, MS
- 2008 Mississippi Municipal League-“The Six Essential Tools of Public Service”- Biloxi, MS
- 2008 National Association of Counties- “Six Essential Tools of Public Service”- Washington, DC
- 2008 National Association of Counties- “Mastering Power, Politics and Influence”- Washington, DC
- 2008 National Association of Counties- “Managing Conflict: Best Practices with Board and Teams”- Washington, DC
- 2008 National League of Cities- “The Diversity Institute”- Washington, DC
- 2008 National League of Cities- “The Public Servant’s 7 Rules for Survival”- Washington, DC
- 2007 Hattiesburg Public Schools Curriculum and Instruction Personnel –“Team Building”- Hattiesburg, MS
- 2007 N. R. Burger Middle School- Administrative Team Management Training- Hattiesburg, MS
- 2006 City of Demopolis, Alabama- Elected Officials Leadership Training- Demopolis, AL
- 2006 National Association of Counties- “Maximizing Performance through Collaboration: Building Effective Teams” - Washington, DC
- 2006 National Association of County Officials – “Leading in Times of Conflict and Uncertainty”- Washington, DC

- 2006 National League of Cities- "Six Essential Tools of Public Service" - Washington, DC
- 2004 Association of Office Professionals- "Managing Stress, Time and Change in the Workplace" – The University of Southern Mississippi
- 2004 Mississippi Police Corps Training Program- "Diversity"- Camp Shelby, Hattiesburg, MS
- 2003 Mississippi Police Corps Training Program- "Diversity"- Camp Shelby, Hattiesburg, MS
- 2002 Mississippi Police Corps Training Program- "Race Relations"- Camp Shelby, Hattiesburg, MS

ADDITIONAL LOCAL AND NATIONAL PRESENTATIONS & TRAINING SEMINARS

- Jones Middle School Staff Development – "All for One and One for All" – Laurel, MS
- Oak Park Elementary School Staff Development – "All for One and One for All" – Laurel, MS
- National League of Cities – "Mastering Power, Politics, and Influence" – Nashville, TN
- National League of Cities – "Gaining Public Trust in Political Chaos: Leadership and Ethical Conduct" - Nashville, TN
- National League of Cities – "Mastering Power, Politics, and Influence" – Salt Lake City, UT
- National Association of Campus Activities – "Time Management" and "Parliamentary Procedure"- Asheville, NC
- National League of Cities – "Mastering Power, Politics, and Influence" – Washington, DC
- Wayne Farms Poultry – "Bettering Team Management"– Lumberton, MS
- National League of Cities – "The Diversity Institute" - Atlanta, GA
- Southern Association for College Student Affairs – "The Horrors of Change Made Easier: A Practical Guide for Administrators"- Biloxi, MS
- International Association of Campus Law Enforcement Administrators – "Acknowledging Human Differences while Appreciating Diversity"- Williamsburg, VA
- Association of Student Judicial Affairs – "Acknowledging Human Differences while Appreciation Diversity"- Clearwater, FL
- National League of Cities – "Diversity and Human Differences" - Boston, MA
- Tennessee Municipal League Training "Conference on Race Relations" – Nashville, TN
- Midtown Development Community Action Agency- Americorp Training - Jackson, MS
- Wayne Farms Poultry- Management Training - Laurel, MS
- Association of Student Judicial Affairs – "Leadership in Situations of Conflict" - Clearwater, FL
- Mississippi COPS Program- Police Training on "Diversity and Sensitivity" - Camp Shelby, MS
- Improving Supervisory/Management Skills- Wayne Farms Poultry- Laurel, MS
- Enhancing Customer Service - Association of Office Personnel - USM, Hattiesburg, MS
- National Panel on Citizen Empowerment National League of Cities - San Antonio, TX

Hattiesburg Housing Authority - Resident Empowerment - Hattiesburg, MS

Jones Junior College - Student Council Officers and Advisors - Ellisville, MS

Collins Police Department - Race and Sensitivity Training - Collins, MS

Leake County Public Schools - Alcohol and Drug Student Seminar - Carthage, MS

Pinebelt Association for Community Enhancement - Orientation of Headstart Staff - Hattiesburg, MS

Sanders Farms, Inc. - Communication Skill Building - Laurel, MS

Jefferson Parish Public School Administrators - Cultural Diversity - New Orleans, LA

University of New Orleans - Education Department Students - New Orleans, LA

USM Police Department - Sensitivity Training and Cultural Diversity - Hattiesburg, MS

Mississippi Association of Financial Aid Administrators - Work Place Safety - Biloxi, MS

Drug Education and Prevention Training Grant - Teachers Grades 5-8 - U.S. Department of Education Grant, 1992
(10 states- Arkansas, Arizona, Colorado, Louisiana, Mississippi, New Mexico, Oklahoma, Texas, Utah, Kansas)

LEADERSHIP INSTITUTES

2000 Leadership Summit - National Leadership Council- Georgetown University- Washington, D. C.

1999 Leadership Summit - National Leadership Council- Welches, OR

1998 Leadership Summit - National Leadership Council- Bolton Landing, NY

1997 Leadership Summit - National Leadership Council - Colorado Springs, CO

1996 Leadership Summit - National Leadership Council - Seattle, WA

1995 Leadership Summit - National Leadership Council - Asheville, NC

1992 W. Edwards Demings - —Quality - New Orleans, LA

PROFESSIONAL DEVELOPMENT, LEADERSHIP & MANAGEMENT TRAINING

2018 Hattiesburg Public School District Clerical Staff- Hattiesburg, MS

2018 Hattiesburg Public School District Upper Administration- Hattiesburg, MS

2017 Men of Excellence (MOX) Symposium- Mississippi State University, Starkville, MS

2016 Legal Issues in Higher Education – Mississippi State University, Starkville, MS

2015 Legal Issues in Higher Education – Mississippi State University, Starkville, MS

2014 Mississippi Association of College Student Affairs Professionals, Mississippi University for Women
Columbus, MS

2014 Legal Issues in Higher Education – Mississippi State University, Starkville, MS

2014 Mississippi Association of College Student Affairs Professionals, Mississippi State Univ. Starkville, MS

2013 Mississippi Association of College Student Affairs Professionals- Coordinator/Host - Hattiesburg, MS

- 2013 Legal Issues in Higher Education- Mississippi State University- Starkville, MS
- 2012 Mississippi Association of College Student Affairs Professionals-Annual Conference- Lula, MS
- 2012 Legal Issues in Higher Education- Mississippi State University- Starkville, MS
- 2011 Mississippi Association of College Student Affairs Professionals-Annual Conference- Oxford, MS
- 2010 Mississippi Coalition Against Sexual Assault (MCASA)- Conference- Biloxi, MS
- 2010 Mississippi Association of Chief Student Affairs Professionals (MACSAP)-Conference- Gulfport, MS
- 2009 American Student Government Association- (ASGA)-Conference- Boston, MA
- 2009 Mississippi Association of Chief Student Affairs Professionals (MACSAP)-Conference-Jackson, MS
- 2008 American Student Government Association- (ASGA)-Conference-Washington, DC
- 2008 Mississippi Association of Chief Student Affairs Professionals (MACSAP)-Conference-Hattiesburg, MS
- 2007 "A Call to Men of Color- Conference on Prevention of Domestic Violence- New Orleans, LA
- 2007 American Student Government Association- (ASGA)-Conference- Philadelphia, PA
- 2007 Mississippi Association of Chief Student Affairs Professionals (MACSAP)-Conference-Meridian, MS
- 2007 National Conference on Sexual Assault in our Schools- Lake Buena Vista, FL
- 2006 Mississippi Association of Chief Student Affairs Professionals -Annual Conference- Biloxi, MS
- 2004 Mississippi Association of Chief Student Affairs Professionals -Annual Conference- Gulfport, MS
- 2004 National Association of Student Personnel Administrators/Region III (NASPA) – Wilmington, NC
- 2003 Southern Association of College Student Affairs – —Leading the Wave of Student Affairs Scholarships & Best Practices – Myrtle Beach, SC
- 2000 Information Technology Leadership Seminar- IBM, Palisades, NY
- 2000 International Association of Campus Law Enforcement Administrators - Boston, MA
- 2000 Mediation Training - Approved University Mediator
- 2000 National Association for Campus Activities- Student Government Workshop- Towson, MD
- 2000 National League of Cities - Wichita, KS
- 2000 Mississippi Chief Student Affairs Administrators Conference - The University of Southern Mississippi
- 1999 Association of Student Judicial Affairs— International Conference- Clearwater, FL
- 1999 Mississippi Chief Student Affairs Administrators Conference - Mississippi State University
- 1998 Association of Student Judicial Affairs - International Conference - Clearwater, FL
- 1998 Conference on Student Government Associations -Texas A&M University - College Station, TX
- 1998 Mississippi Chief Student Affairs Administrators Conference - Mississippi University for Women
- 1998 National Association of Campus Activities - Catholic University- Washington, D. C.
- 1997 National Association of Campus Activities -Ithaca College - Ithaca, NY
- 1996 Issues in Higher Education - NASPA - University of Vermont - Burlington, Vermont
- 1994 Mid-Managers Institute - NASPA - Emory University - Atlanta, GA
- 1993 Management Seminar - —Quality Management - New Orleans, LA
- 1993 Noel - Levitze - Student Employee Development Program, Trainer for Connections and Partner USM
- 1992 Marshall Thurber – "Quality" - McComb, MS

- 1990 Hazelden - Compulsive Gambling - New Orleans, LA
- 1991 Innovative Leadership in Cities - National League of Cities - Denver, CO
- 1991 National Training Associates - —School Rejuvenation - Little Rock, AR
- 1986 National League of Cities- Congress of Cities (1985- present)- Washington, D. C. annually
- 1985 National League of Cities Conference (1985 - present)- various host cities throughout United States annually
- 1985 African American Administrators on Predominantly White Campuses - Massachusetts Institute of Technology- Boston, MA

SELECTED PRESENTATIONS & PAPERS

- 2019 Commencement Speaker- Spring 2019 -The University of Southern Mississippi
- 2018 Delta Sigma Theta National Conference- Hazing Panel Discussion – Biloxi, MS
- 2017 Mississippi Housing Authority Annual Conference – Biloxi, MS
- 2017 Kappa Alpha Psi Graduation to College Program – Hattiesburg, MS
- 2013 Clyde Kennard Official Portrait Unveiling- Bus Boys & Porters - Washington, DC
- 2013 Americans Who Tell the Truth- Clyde Kennard Portrait Unveiling- Washington, DC
- 2013 Mu Xi Chapter Alpha Phi Alpha Fraternity, Inc.- Founder's Day- Hattiesburg, MS
- 2012 Hattiesburg Public School District- Black History Program- Hattiesburg, MS
- 2012 Pearl River Community College- Black History Program- Hattiesburg, MS
- 2011 Forrest County Drug Court- Commencement Speaker- Hattiesburg, MS
- 2011 Mississippi Housing Authority State Conference- Presenter- Biloxi, MS
- 2010 The University of Southern Mississippi Student Support Services- Time Management- Hattiesburg, MS
- 2010 Antioch Baptist Church- Black History- Hattiesburg, MS
- 2009 Community Bank- Black History- Hattiesburg, MS
- 2009 Canton Public School District- Canton, MS
- 2009 Civil Rights Curriculum in Public School Districts in Mississippi- NAACP Hattiesburg, MS
- 2008 Hattiesburg Public Schools Teacher Academy- Hattiesburg, MS
- 2008 The University of Southern Mississippi- Diversity on Campus- Hattiesburg, MS
- 2008 University of Southern Mississippi Police Department- Diversity Training- Hattiesburg, MS
- 2007 Black History Month Presentation- Greater Antioch Baptist Church- Hattiesburg, MS
- 2007 The University of Southern Mississippi Police Department- Diversity Training- Hattiesburg, MS
- 2006 Mississippi United Methodist Conference on Race- Hattiesburg, MS
- 2006 The University of Southern Mississippi Police Department- Diversity Training- Hattiesburg, MS
- 2005 Mississippi School Food Service Association, Inc.- Annual Conference- Biloxi, MS
- 2005 N. R. Burger Middle School- Athletic Banquet- Hattiesburg, MS
- 2005 U. S. Department of Agriculture- African American History Program- Hattiesburg, MS
- 2004 Rowan Elementary School – Motivational Speech- Hattiesburg, MS
- 2004 Zion Chapel AME Church- —Educating our Youth - Hattiesburg, MS
- 2003 Kennard-Washington Day – The University of Southern MS

- 2003 "Time Management – Student Support Services/The University of Southern MS
- 2003 Carthage High School Open House/Parent Teacher Association Meeting- Carthage, MS
- 2003 Gamma Beta Phi Society Induction Ceremony – The University of Southern MS
- 2000 African American Student Organization Award Banquet- The University of Southern MS
- 2000 Center for Gifted Studies - Awards Program- The University of Southern MS
- 2000 New Millennium Career Day - Jones County Public School System
- 2000 Student Activities Leadership Symposium - The University of Southern MS
- 1999 Clyde Kennard Annual Memorial Program
- 1999 Delta Sigma Theta Sorority City Wide Program
- 1999 EURO City Class 1923-71 Class Reunion - Public Program
- 1999 Hattiesburg Public Schools Employee Retirement Banquet
- 1999 J. W. Heron Masonic Lodge Annual Banquet
- 1998 Mississippi Association of Financial Aid Counselors
- 1997 The New Medina School Foundation - Education Banquet
- 1995 Laurel City Wide Black History Celebration
- 1995 Mississippi Librarians Association
- 1994 Hattiesburg Public Schools Opening - Faculty and Staff Orientation
- 1994 National Honor Society - Hawkins and Rowan Junior High Schools
- 1994 St. Paul United Methodist Church - —Time Management and Decision Making
- 1994 Zion Chapel AME - —Youth Schools and Education 1994
- 1993 Tylertown High School - Commencement - —Building Community
- 1993 Laurel, MS Chapter - NAACP, Martin Luther King Jr. Celebration
- 1993 Lumberton, MS Chapter- NAACP Black History Celebration
- 1992 Parent University - Hattiesburg Public Schools - Presenter
- 1992 Centenary United Methodist Church - —Youths and Drug Use - McComb, MS

SELECTED STUDENT LEADERSHIP TRAINING & ACTIVITIES

The University of Southern Mississippi	Hattiesburg Public Schools
William Carey College	Leake County Public Schools
Jones County Junior College	Pearl River County Public Schools
Mississippi Association of Student Councils	Petal Public Schools
Pinebelt Association for Community Enhancement	Laurel Public School District

SELECTED BOARDS & COMMISSIONS MEMBERSHIP

Area Development Partnership- Economic Development

BancorpSouth Bank - Board of Directors

Bank of Mississippi - Minority Advisory Board
Campaign for Southern Miss Steering Committee
Forrest-Perry County Red Cross- Board of Directors
Forrest-Perry County United Way- Needs Assessment Team
Governor's Appointee (Ray Mabus- State of MS) - Department of Energy Solid Waste Committee
Hattiesburg American Newspaper Community Writer
Hattiesburg American Newspaper Advisory Board
Hattiesburg Area Education Foundation - Board of Directors, Chair
Hattiesburg Area Leaders for a New Century - Co-founder
Hattiesburg Evening Optimist Club – Founder/President
Hattiesburg Public Schools District Foundation- Founder & First President
Hattiesburg Public Schools - Biracial Committee
Leadership Mississippi Delegate - Mississippi Economic Council
Leadership Training Council Board- National League of Cities, Chairman
Mississippi Coalition Against Sexual Assault
Mississippi Commission on Civil Rights
Mississippi Municipal Association - Board of Directors
National League of Cities - Board of Directors
Neel-Shaffer Engineers Scholarship Committee
Pine Belt Boys and Girls Club - Co-founder and Charter Board Member/Organizer
Pine Belt Solid Waste Commission- Board of Directors
Salvation Army of Hattiesburg/Boys and Girls Club- Board of Directors
Trustmark National Bank - Minority Advisory Board
Wesley Medical Center - Board of Directors
W.H. Jones Elementary School - PTA Vice President
United Way - Needs Task Force

SELECTED UNIVERSITY COMMITTEES & ACTIVITIES

Town Gown Committee (USM & City of Hattiesburg)- Chair
Alpha Phi Alpha Fraternity - Mu Gamma Lambda
Board of Directors - Neighborhood Youths Sports Program - USM
Campus Crime Awareness Committee - USM
Chair - USM Black Alumni Advisor Board
Founder - Clyde Kennard Scholarship - USM
Past Advisor - Alpha Phi Alpha Fraternity – USM
USM - Alumni Association - Life Member
USM 504 Section Committee - USM

USM Athletic Director Search Committee - USM
USM Financial Aid Appeal Committee - USM
USM Handicap Accessibility Committee - USM
USM Head Football Coach Search Committee - USM
USM Public Safety Officer Review Committee - USM
USM Registration Appeals Committee, Chair - USM
USM Search Committee Public Safety Committee - USM

PROFESSIONAL ASSOCIATIONS

Alpha Phi Alpha Fraternity, Inc.
American Student Government Association
Association for Student Judicial Affairs
Conference on Student Government Associations
Eta Sigma Gamma- Health Society
Golden Key Honor Society
International Association of Campus Law Enforcement Administrators
Leadership Training Council Board of the National League of Cities
Mississippi Association Chief Student Affairs Officers
Mississippi Counselors Association
Mississippi Municipal League
National Association of Campus Activities
National Association of Student Personnel Administrators
National League of Cities

HONORS AND AWARDS

- 2019 Jessie H. Morrison Service Award - The University of Southern Mississippi
- 2018 Best of the Pinebelt Hall of Fame Inductee
- 2018 Pinnacle Marketing Awards Nominee
- 2015 Jesse L. Brown Elk's Lodge Honoree
- 2014 Clyde Kennard Award – Mu Xi Chapter of the Alpha Phi Alpha Fraternity
- 2014 Mississippi Association of Campus Student Affairs Professionals – Service Award
- 2013 Grand Marshal- Irish-Italian Festival Parade, Hattiesburg, MS
- 2012 Dean Eddie A. Holloway Award for the Division of Greek Life - USM
- 2011 Grand Marshal- The University of Southern Mississippi Homecoming Parade
- 2009 The University of Southern Mississippi Greek Life Hall of Fame Inductee
- 2009 Mississippi Institutions of Higher Learning (IHL) Black Educator of the Year
- 2009 University of Southern Mississippi - Residence Hall Association Award of Service
- 2009 University of Southern Mississippi Administrative Office Professionals' Administrator of the Year 2007
- Drum Major Award- Greater Antioch Baptist Church, Hattiesburg, MS
- 2004 The University of Southern Mississippi Alumni Hall of Fame Inductee
- 2000 Mississippi Economic Council - Leadership Mississippi
- 2000 Afro-American Students Outstanding Citizen Award
- 2000 Humanitarian Award- Hattiesburg Juneteenth Committee
- 1998 Golden Key Club Honorary Inductee
- 1990 Certificate of Community Service - Pine Belt Boys and Girls Club
- 1989 Outstanding Mississippian Award - The Jaycees of Mississippi
- 1988 Outstanding Young Citizen Award - Forrest County Hattiesburg Jaycees
- 1985-90 Outstanding Young American Nominee
- 1985 Community Service Award - Hub City Business and Professional Men's Club

PUBLICATIONS

"Acknowledging Human Differences While Appreciating Diversity", Nation's Cities Weekly, October 16, 2000, Vol. 23, No. 41, p. 5-6.

"Building Constituency Trust and Confidence||, Nation's Cities Weekly, Vol 2. II V3 14-V6:7040.

Candidates' and Non-Candidates' Perceptions of Student Leadership; Doctoral Dissertation - The University of Southern Mississippi, 1998.

"Diversity" - Magnolia Mississippi, Official Publication of the Mississippi Association of Education Office Professionals - Summer, 1995.

"Diversity" - A Matter of Colors and Shapes,|| Mississippi Star Magazine - March, 1997.

Nation's Cities Weekly- Publication distributed throughout the United States by the National League of Cities

"Effective Councils and Boards: Avoiding the Board Trap", Nation's Cities Weekly, July 27, 2009.

"Effective Councils and Boards: Avoiding the Board Trap", Nation's Cities Weekly, November 2009.

"Gaining Public Trust in Political Chaos: Leadership in Ethical Conduct", Nation's Cities Weekly, 2003.

"Leading in Turbulent Times", Nation's Cities Weekly, March 2009.

"LTC (Leadership Training Council) Seminar Builds Bridges of Understanding, Appreciation; Nation's Cities Weekly – August 27, 2001, Vol. 24, No. 34.

"Mastering Power, Politics and Influence", Nation's Cities Weekly, 2003.

"The Diversity Institute: Building Bridges of Understanding and Appreciation", Nation's Cities Weekly, March 2005.

"The Public Servant's 7 Rules for Survival", Nation's Cities Weekly, March 2008.

"The Six Essential Tools of Public Service", Nation's Cities Weekly, March 2005.

"The Six Essential Tools of Public Service", Nation's Cities Weekly, November 2007.

"The Six Essential Tools of Public Service", Nation's Cities Weekly, December 2005.

"The Tools of Public Service", Nation's Cities Weekly, August 13, 2007.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc: Cecilia Jones
Date: Tuesday, February 18, 2020
Re: Acknowledge Proof of Publications for the month of January 2020.
File Number: 2020-86
Minute Book #

Summary

Acknowledge Proof of Publications for the month of January 2020.

Recommendation Statement

Acknowledge acceptance of Proof of Publications for the month of January 2020.

Please place this on the February 18, 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, 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: 139 Published 2 times

Date 1st Published: Dec 19 Amt: 16.68

Date 2nd Published: Dec 26 Amt: 13.90

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 30.58

Proof of Publication Fee: 3.00

TOTAL: 33.58

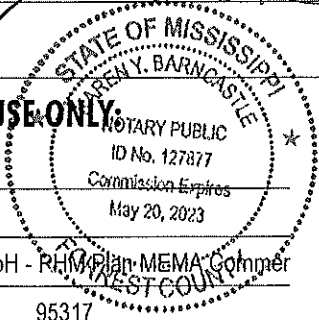
(signed) *Geth Quench*
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 26th
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 - RHM Plan MEMA Commer
☐ Invoice #: 95317
☐ Inv. Crt/Mld: _____
☐ Pymt Rec.d: _____
☐ POP sent: _____



NOTICE

NOTICE is hereby given that PUBLIC COMMENTS will be accepted for the draft Regional Hazard Mitigation Plan for District 8 from the Mississippi Emergency Management Agency. This plan update reassesses the risks and vulnerabilities to the Region and its assets, and the plan provides a strategy to address the identified risks and vulnerabilities. In order for MEMA District 8 to receive certain categories of FEMA funding, this plan must be updated every five years. A copy of the draft may be found at the Forrest County Emergency Management Office, 4080 US-11, Hattiesburg, MS or www.hattiesburgms.com. Comments will be accepted from December 19th - January 2nd.

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 19, 26, 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: 264 Published 2 times

Date 1st Published: Dec 19 Amt: 31.68

Date 2nd Published: Dec 26 Amt: 26.40

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 58.08

Proof of Publication Fee: 3.00

TOTAL: 61.08

(signed) *Keith Greenleaf*
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 26th
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 - Title VI Update Public Com
- ☐ Invoice #: 95317
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTARY PUBLIC
ID No. 127877
Commission Expires
May 20, 2023

NOTICE FOR PUBLIC COMMENT HUB CITY TRANSIT TITLE VI UPDATE

In compliance with FTA regulations, MPO and HCT are conducting a full update to their Title VI Plan which outlines how identified low-income, limited English proficient and minority populations are served by their transit services. The draft will be available for review and comments from Thursday, December 19, 2019 through Monday, January 20, 2020.

Draft plans are available at the HCT transit facility at 1001 S. Tipton Street, Hattiesburg, MS 39401, the MPO offices at 308 Newman Street Hattiesburg, MS 39401 and online at www.hattiesburgms.com/hct. The public is encouraged to participate in the development process by reviewing the draft plan, discussing it with the planning team and/or providing written comment for consideration. Individuals who do not have use of a computer are encouraged to visit their local public library for access to the World Wide Web. To request a copy of the draft, ask questions and submit your feedback, please contact the MPO office by phone at (601) 545-6325, by email at mpo@hattiesburgms.com or by mail to the address below:

City of Hattiesburg
MPO Division
308 Newman Street
Hattiesburg, MS 39401

To ensure compliance with the Americans with Disabilities Act (ADA), persons with disabilities that require aids or services to participate can contact the HPFL-MPO office at (601) 545-6259, or e-mail mpo@hattiesburgms.com to make arrangements.

Written comments should be directed to the MPO, at the above address and must be received by Monday, January 20, 2020.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: /s/ Kermas Eaton
CITY CLERK
Toby Barker, Mayor

Published Dec 19, 26, 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: 313 Published 2 times

Date 1st Published: Dec 26 Amt: 37.56

Date 2nd Published: Jan 02 Amt: 31.30

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 68.86

Proof of Publication Fee: 3.00

TOTAL: 71.86

(signed) Shannon Felder
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 2nd
day of January, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Karen Y. Barncastle

FOR OFFICE USE ONLY

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - 2018 Amendmt Draft Avail
- ☐ Invoice #: 95405
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



PUBLIC NOTICE AND PUBLIC COMMENT PERIOD CITY OF HATTIESBURG 2018 ACTION PLAN AMENDMENTS

NOTICE is hereby given that the City of Hattiesburg, Department of Urban Development has produced a draft amendment to the 2018 Action Plan, which outlines proposed use of CDBG and HOME grant funds from the U.S. Department of Housing and Urban Development. The City published proposed amendments on November 21st and 28th, 2019, held a public hearing on the topic on December 9, 2019, and received public comments through December 23, 2019. Public input is incorporated in the draft document.

NOTICE is further hereby given that the draft document is available for review at City Hall, First Floor, Department of Urban Development, 200 Forrest Street, Hattiesburg, MS. The Hattiesburg City Council is expected to consider the amendment for approval at its regularly scheduled meeting on February 4, 2020 at 5:00 p.m. in the City Council Chambers, 200 Forrest Street, Hattiesburg, MS. The City Council will review their agenda in the same location on February 3, 2020 at 4:00 p.m. This agenda review meeting also includes an opportunity for public comment during Citizen's Forum.

Additional comments related to the draft document 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. Related comments should be delivered by January 27, 2020.

Questions may be directed to 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 meetings to make arrangements.

CITY OF HATTIESBURG, MISSISSIPPI

BY: /s/ Kemas Eaton
CITY CLERK

Toby Barker, Mayor

Published Dec 28, 2019
& Jan 2, 2020

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: 261 Published 2 times

Date 1st Published: Dec 26 Amt: 31.32

Date 2nd Published: Jan 02 Amt: 26.10

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 57.42

Proof of Publication Fee: 3.00

TOTAL: 60.42

(signed) Shannon Felder
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 2nd day of January, 2020, a Notary Public in and for the County of Forrest, State of Mississippi:

(signed) Kernas Eaton

NOTICE TO BIDDERS:

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive bids in the following manner:

PROPOSALS will be accepted until 10:00 A.M. on Thursday, January 16, 2020 by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401, for furnishing the City's requirements for the following:

Electric Traction Elevator B 5000#

Detailed specifications and procedures may be downloaded from Central Bidding at www.centralbidding.com. All proposals must comply with the specifications provided, and must be uploaded by the date and time stated above. For questions regarding specifications please call Lamar Rutland at 601-545-4540. For any questions relating to the electronic submission process, please call Central Bidding at 225-810-4814.

Submissions will be evaluated and vendors submitting acceptable proposals will be invited to submit priced bids via reverse auction, which will take place on January 30, 2020 at 10:30 a.m. The above shall be bid upon and delivered as per detailed specifications. Electronic BIDS may be securely uploaded at www.centralbidding.com.

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 and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 26th day of December, 2019 and the 2nd day of January, 2020.

CITY OF HATTIESBURG, MISSISSIPPI

BY: /s/ Kernas Eaton, City Clerk

Published Dec 26, 2019,
& Jan 2, 2020

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - NTB - Public Safety Elevator
- ☐ Invoice #: 95406
- ☐ 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

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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: 307 Published 2 times

Date 1st Published: Jan 02 Amt: 36.84

Date 2nd Published: Jan 09 Amt: 30.70

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 67.54

Proof of Publication Fee: 3.00

TOTAL: 70.54

(signed) Haskel Bruns
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 9th
day of January, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Kernas Eaton

ADVERTISEMENT FOR BIDS

At the option of the bidder, Sealed Bids, in duplicate and/or bids submitted electronically via www.lgarchplans.com will be received by the City of Hattiesburg until 10:00 a.m. on February 6, 2020 in the City Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS 39401 at which time and place they will be publicly opened and read for construction of the following project:

BIG YANK DEMOLITION HATTIESBURG, MS

A single bid will be received for the complete project.

Bids may be submitted in person or, for those interested, bids may be electronically submitted at www.lgarchplans.com under the project name. Bid documents are available online for viewing and ordering at www.lgarchplans.com. Plan holders and bidders are required to log-in or register for a free account to view and order Bid Documents and to submit bids electronically. A valid email address is required for registration. Documents are available via paper copy or pdf. Bid documents must be purchased through www.lgarchplans.com. Any questions regarding website registration and online orders should be directed to Plan House at (601) 336-6378.

The bid bond shall be payable unconditionally to City of Hattiesburg. Bids on the project must be received on or before the period scheduled for the project and no bid may be withdrawn after the scheduled closing time for the project, for a period of 45 days. All bids submitted must comply with requirements of Title 31, Chapter 3 (§31-3-1 et seq.) of Mississippi Code of 1972 as amended.

Award will be made based on the Lowest and Best Bid received in accordance with Title 31, Chapter 7 (§31-7-13 et seq.) of Mississippi Code of 1972 as amended. The Owner reserves the right to reject any and all bids and to waive informalities.

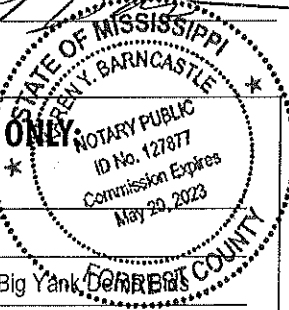
CITY OF HATTIESBURG,
MISSISSIPPI

TITLE: /s/Kernas Eaton, City Clerk

Published Jan 2, 9, 2020

FOR OFFICE USE ONLY

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - Big Yank Demolition
- ☐ Invoice #: 95425
- ☐ 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: 281 Published 1 times

Date 1st Published: Jan 16 Amt: 33.72

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 33.72

Proof of Publication Fee: 3.00

TOTAL: 36.72

(signed) Hansel Burns
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 16th
day of January, 2020, a Notary Public in
and for the County of Forrest, 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: Reuben Grayson, 113 Saratoga 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, February 3, 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

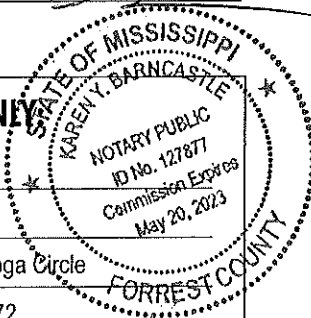
cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 2-028J-08-027.00, 113 Saratoga Circle, Hattiesburg, MS, 39401 and better described as Lot 52, Park Haven North Subdivision, as per Plat Book 9 Page 3, Forrest County, Mississippi together with all improvements thereon and appurtenances thereunto belonging.

Published Jan 16, 2020

FOR OFFICE USE ONLY

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: 113 Saratoga Circle
- ☐ Invoice #: 95472
- ☐ 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

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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: 291 Published 1 times

Date 1st Published: Jan 16 Amt: 34.92

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 34.92

Proof of Publication Fee: 3.00

TOTAL: 37.92

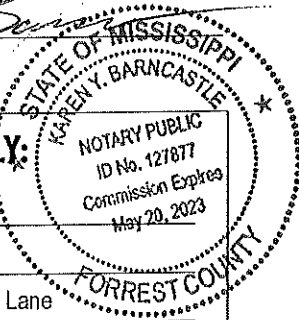
(signed) Huskel Brown
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 16th
day of January, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Karen Y. Barncastle

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: 212 Timothy Lane
- ☐ Invoice #: 95472
- ☐ 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: Jimmy Brown, Jr., 512 Timothy Lane, Hattiesburg, MS, 39403 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, February 3, 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: 2-038D-16-056.00, 212 Timothy Lane, Hattiesburg, MS, 39401 and better described as: Begin 50 Feet Northwest of the South corner of Lot 1 of Block 93. Proceed Northeast 100 feet; then Northwest 75 feet; then Southwest 100 feet; then Southeast 75 to the point of beginning.

Published Jan 16, 2020

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: 427 Published 1 times

Date 1st Published: Jan 16 Amt: 51.24

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 51.24

Proof of Publication Fee: 3.00

TOTAL: 54.24

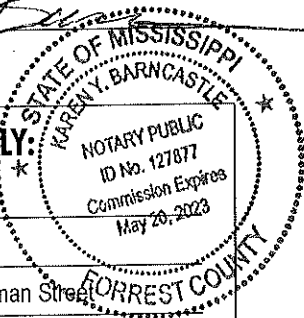
(signed) Mikel Burr
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 16th
day of January, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Karen Y. Barncastle

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: 509 Buschman Street
- ☐ Invoice #: 95472
- ☐ 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: Willis, Leila, and Nancy Carter,
108 Lexington Dr., 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, February 3, 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: 2-091-10-185.00, 509 Buschman Street, Hattiesburg, MS, 39401 and better described as A part of Lot 1 in Block 52 and according to the Hardy & Scott Survey in the City of Hattiesburg, and more particularly described as commencing at the most Northerly corner of said Lot 1, sometimes referred to as the Northeast corner of said Lot 1, and run thence Southwesterly along the Eastern line of Buschman Street 98 feet to the point of beginning of the parcel herein described and conveyed, thence at right angles Southeastwardly 200 feet to the Eastern line of said Lot 1, thence Southwestwardly 200 feet along the Eastern line of said Lot 1, 60 feet, thence at right angles North westwardly 200 feet to Buschman Street and thence North-

eastwardly along the Eastern line of Buschman Street 60 feet to said point of beginning, the said parcel of land having a frontage on Buschman Street of 60 feet and extending back between parallel line 200 feet or the entire depth of said Lot, together with all improvements lying thereon and appurtenances thereunto belonging.

Published Jan 16, 2020

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: 350 Published 1 times

Date 1st Published: Jan 16 Amt: 42.00

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 42.00

Proof of Publication Fee: 3.00

TOTAL: 45.00

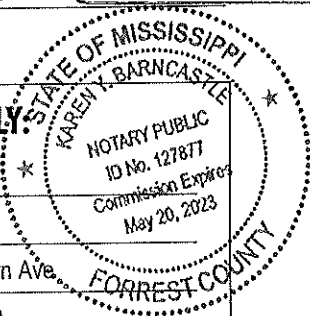
(signed) Huskel Burns
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 16th
day of January, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Karen Y. Barncastle

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: 518 Southern Ave
- ☐ Invoice #: 95472
- ☐ 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: Peggy Fisher, 518 Southern 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, February 3, 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: 2-090-10-121.00, 518 Southern Ave, Hattiesburg, MS, 39401 and better described as: Begin at the Southwest corner of Lot 10, Block 73 of the Kamper & Whinnery's No. 1 Subdivision of the City of Hattiesburg, Forrest County, Mississippi, and run East 50 feet to and for a point of beginning, run thence North 200 feet, run thence East 50 feet, run thence West along the northern boundary of Southern Avenue 50 feet back to the point of beginning, and being part of Lots 9 and 10, Block 73, Kamper & Whinnery Subdivision No. 1, Hattiesburg, Forrest County, Mississippi, together with all improvements and appurtenances thereunto belonging.

Published Jan 16, 2020

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: 304 Published 1 times

Date 1st Published: Jan 16 Amt: 36.48

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 36.48

Proof of Publication Fee: 3.00

TOTAL: 39.48

(signed) Haskel Burns
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 16th
day of January, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Karen Y. Barncastle

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: 700 Greely St
- ☐ Invoice #: 95472
- ☐ Inv. Crt/Mld: _____
- ☐ Pynt 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: Josie McKorkle, 800 Richburg Rd,
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, February 3, 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: 2-037D-14-150.00, 700 Greely Street, Hattiesburg, MS, 39401 and better described as Lot 13, Block 5 of the 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, together with all improvements thereon and appurtenances thereunto belonging.

Published Jan 16, 2020

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Proof of Publication

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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: 282 Published 1 times

Date 1st Published: Jan 16 Amt: 33.84

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 33.84

Proof of Publication Fee: 3.00

TOTAL: 36.84

(signed) Haskel Burns
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 16th
day of January, 2020, a Notary Public in
and for the County of Forrest, 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: Robert Lee & Etal Posey C/O Hattiesburg Area Habitat, P.O. Box 1092, Hattiesburg, MS, 39403 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, February 3, 2020 in the Council

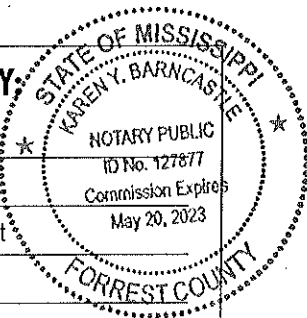
room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer 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: 2-037D-14-149.00, 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.

Published Jan 16, 2020

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: 702 Greely St
- ☐ Invoice #: 95472
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



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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: 296 Published 1 times

Date 1st Published: Jan 16 Amt: 35.52

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 35.52

Proof of Publication Fee: 3.00

TOTAL: 38.52

(signed) Haskell Burns
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 16th
day of January, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Karen Y. Barncastle

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: 704 Greely St
- ☐ Invoice #: 95472
- ☐ 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: Tonya Lefore, 303 Emerson Dr.,
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, February 3, 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: 2-037D-14-148.00, 704
Greely Street, Hattiesburg, MS, 39401
and better described as Lot 15 in Block
5 of the McInnis, Mitchell, and Longre
Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat now on file in the Office of the Chancery Clerk of Forrest County, Mississippi.

Published Jan 16, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

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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: 317 Published 1 times

Date 1st Published: Jan 16 Amt: 38.04

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 38.04

Proof of Publication Fee: 3.00

TOTAL: 41.04

(signed) Haskel Buus
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 16th
day of January, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Karen Barncaste

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: Lynn & Elmer Wilks L % R Wilks,
4005 Cooper Ln, Hyattsville, MD, 20784
and all unknown persons claiming any
right, title or interest in or to the hereinafter described property.

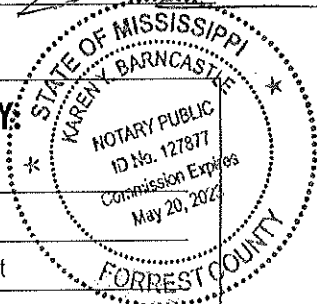
PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, February 3, 2020 in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described 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: 2-037D-14-147.00, 706 Greely Street, 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 8- feet, thence East 50 feet, thence North 80 feet to the point of beginning.

Published Jan 16, 2020

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: 706 Greely St
- ☐ Invoice #: 95472
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



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Proof of Publication

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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: 284 Published 1 times

Date 1st Published: Jan 16 Amt: 34.08

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 34.08

Proof of Publication Fee: 3.00

TOTAL: 37.08

(signed) *Huskel Burt*
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 16th
day of January, 2020, a Notary Public in
and for the County of Forrest, 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: Nathaniel Brown, 2508 Tinker Trail, Wichita Falls, Texas, 76306 and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

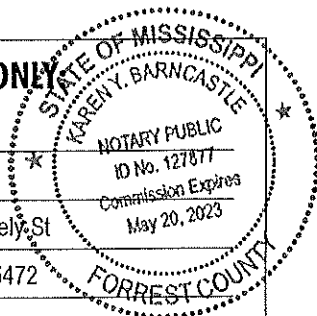
PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, February 3, 2020 in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described 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: 2-037D-14-146.00, 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.

Published Jan 16, 2020

FOR OFFICE USE ONLY

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: 708 Greely St
- ☐ Invoice #: 95472
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



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103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, repre-
senting The PineBelt NEWS, a weekly newspapers published in
Lamar County and Forrest County, Mississippi, who, being duly
sworn, says that the notice, a true copy of which is hereto an-
nexed, appeared in the issues of said newspapers as follows:

Total # of Words: 277 Published 1 times

Date 1st Published: Jan 16 Amt: 33.24

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 33.24

Proof of Publication Fee: 3.00

TOTAL: 36.24

(signed) Haskel Burns
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 16th
day of January, 2020, a Notary Public in
and for the County of Forrest, 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: Rodell Pittman, Jr., 710 Greely
Street, Hattiesburg, MS, 39401 and all
unknown persons claiming any right, title
or interest in or to the hereinafter de-
scribed property.

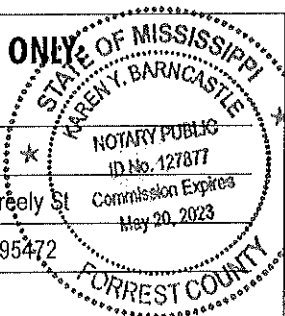
PLEASE TAKE NOTICE PURSUANT
TO §21-19-11 of the Mississippi Code of
1972, as annotated and amended, the
City Council of the City of Hattiesburg will
hold a public hearing at 4:00 p.m. on
Monday, February 3, 2020 in the Council
room of the City Hall, Hattiesburg, MS to
determine whether or not the hereinafter-
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: 2-037D-14-145.00, 710
Greely Street, Hattiesburg, MS, 39401
and better described as, LT 18 BLK 5
MCINNIS, MITCHELL, & LONGRE SUB
B547 P2 10/84 DB566 P369 B600 B831
P366 12/14/99 S-T-R: 14-04N-13W

Published Jan 16, 2020

FOR OFFICE USE ONLY

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: 710 Greely St
- ☐ Invoice #: 95472
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



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103 N. 40th Ave. • Hattiesburg, MS 39401
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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: 459 Published 1 times

Date 1st Published: Jan 16 Amt: 55.08

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 55.08

Proof of Publication Fee: 3.00

TOTAL: 58.08

(signed) Haskell Buent
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 16th
day of January, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Karen Y. Barncastle

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - 3703 Hardy St zoning
- ☐ Invoice #: 95470
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



PUBLIC HEARING

NOTICE is hereby given that a peti-
tion has been filed by Adam Caracci, Ap-
plicant, and Quality Restaurant
Concepts, LLC, Owner, as required in
the Land Development Code, Ord. No.
3209, to change the zoning classification
for the northern portion of a certain prop-
erty located at 3703 Hardy Street (Parcel
2-028L-07-162.00, PPIN 23222, Ward 3)
from Section 4.5.9, B-2 (Neighborhood
Business) District to Section 4.5.10, B-3
(Commercial Business) District. Said
property being more particularly de-
scribed as follows, to-wit:

PART OF BLOCK 25 AND PART OF
VACATED NORTH 37th AVENUE LO-
CATED IN PINE CREST SECOND
SURVEY, HATTIESBURG, FORREST
COUNTY, MISSISSIPPI, ACCORDING
TO THE MAP OR PLAT THEREOF
WHICH IS ON FILE AND OF RECORD
IN THE OFFICE OF THE CHANCERY
CLERK OF FORREST COUNTY, MIS-
SISSIPPI, IN PLAT BOOK 5 AT PAGE 19.
THEREOF, AND BEING MORE PAR-
TICULARLY DESCRIBED AS FOL-
LOWS: BEGIN AT A FOUND
CONCRETE MONUMENT AT THE
SOUTHWEST CORNER OF LOT 6 OF
SAID BLOCK 25 AND RUN N 89°45'40"
W ALONG THE NORTH RIGHT-OF-
WAY LINE OF HARDY STREET (A
PUBLIC STREET), (80 FEET RIGHT-
OF-WAY), FOR A DISTANCE OF 25.33
FEET (ACTUAL), (25 FEET, RECORD)
TO THE CENTERLINE OF VACATED
NORTH 37th AVENUE; THENCE N
00°12'36" W ALONG THE SAID CEN-
TERLINE OF VACATED NORTH 37th
AVENUE FOR 320.58 FEET TO A SET
IRON PIN; THENCE S 89°32'28" E FOR
25.33 FEET (ACTUAL), 25.00 FEET
RECORD TO AN "X" MARK ON TOP
OF CURB AT THE NORTHWEST COR-
NER OF LOT 9 OF SAID BLOCK 25;
THENCE CONTINUE S 89°32'28" E
ALONG THE NORTH LINE OF SAID
LOT 9, FOR 100.68 FEET TO AN "X"
MARK ON TOP OF CURB; THENCE S
00°12'36" E FOR 119.55 FEET TO A
POINT; THENCE S 89°32'28" E FOR 49
FEET TO A POINT; THENCE S
00°12'36" E FOR 200 FEET TO AN "X"
MARK IN CONCRETE PAVEMENT IN
THE NORTH RIGHT-OF-WAY LINE OF
HARDY STREET (A PUBLIC STREET)
(80 FEET RIGHT-OF-WAY); THENCE N
89°53'49" W ALONG THE SAID NORTH
RIGHT-OF-WAY LINE OF HARDY
STREET AND ALONG THE SOUTH
LINE OF LOTS 4, 5, AND 6 OF BLOCK
25 OF SAID PINE CREST SECOND
SURVEY FOR 149.67 FEET TO THE
POINT OF BEGINNING; SAID PROP-
ERTY CONTAINING 50,158 SQUARE
FEET OR 1.15 ACRES, MORE OR
LESS.

A PUBLIC HEARING in relation to the
above described petition will be held at
1:00 p.m., Wednesday, February 5, 2020
in the Jackie Dole Sherrill Community
Center, First Floor, Hattiesburg, Missis-
sippi, before the Planning Commission.

of said City, at which time and at which
hearing all parties of interest and citizens
shall have an opportunity to be heard.

WITNESS my signature and the offi-
cial seal of said City on this, the 9th day
of January 2020.

CITY OF HATTIESBURG, MISSIS-
SIPPI

BY: Kermas Eaton /s/
CITY CLERK

Published Jan 16, 2020

Hattiesburg Publishing, Inc.

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Proof of Publication

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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: 262 Published 1 times

Date 1st Published: Jan 16 Amt: 31.44

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 31.44

Proof of Publication Fee: 3.00

TOTAL: 34.44

(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 16th
day of January, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) [Signature]

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - 608 Tuscan Ave. yam
- ☐ Invoice #: 95470
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Bob Blevins, Representative, and William Carey University, Owner, as required in the Land Development Code, Ord. No. 3209, to request a variance from Section 6, Table 6.1 "Minimum Front Setback" for R-3, "20 feet", and instead allow a setback of zero (0) feet for a variance of twenty (20) feet along Cherry Street for a proposed building located at 608 Tuscan Avenue (Parcel 2-038G-15-149.00, PPIN 13639). This variance is contingent on the approval of a change of zoning to R-3 (Multi-family Residential) District. Said property being more particularly described as follows, to-wit:

The South 50 feet of Lots 1, 2, 3, and 4, and all of Lots 5, 6, 7 and 8 in Block 19 of the Burkett Subdivision to the City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, together with the improvements thereon and appurtenances thereunto belonging.

A PUBLIC HEARING in relation to the above described petition will be held at 3:30 p.m., Wednesday, February 5, 2020 in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Board of Adjustment of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 9th day of January 2020.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton /s/
CITY CLERK

Published Jan 16, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

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Total # of Words: 264 Published 1 times

Date 1st Published: Jan 16 Amt: 31.68

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 31.68

Proof of Publication Fee: 3.00

TOTAL: 34.68

(signed) Hershel Burns
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 16th
day of January, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Karen Y. Barncastle

FOR OFFICE USE ONLY:

☐ Em P: _____

☐ App: _____

☐ File Name: CoH - Tuscan Ave alley

☐ Invoice #: 95470

☐ Inv. Crt/Mld: _____

☐ Pymt Rec.d: _____

☐ POP sent: _____

NOTARY PUBLIC
KAREN Y. BARNCASTLE
ID No. 127877
Commission Expires
May 20, 2023
FORREST COUNTY

PUBLIC HEARING

NOTICE is hereby given that petition has been filed by Bob Blevins, Representative, and William Carey University, Owner, as required in the Land Development Code, Ord. No. 3209, to close and vacate a portion of the alley, which is located north of Tuscan Avenue between Cedar Street and Cherry Street (Parcel 2-038H-15-094.00, PPIN 13638; Parcel 2-038G-15-149.00, PPIN 13639; Parcel 2-038G-15-212.00, PPIN 13640; Parcel 2-038H-15-115.00, PPIN 13641, Ward 2). Said properties being more particularly described as follows, to-wit:

A 140 foot long and 20 foot wide section of the East/West Public Alley in Block 19, Burkett's Subdivision in the City of Hattiesburg, as per map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi and adjoined on the North by Lots 3 & 4 of said Block 19 and adjoined on the South by Lots 9 & 10 of said Block 19, all located in the Northeast 1/4 of the Southwest 1/4, Section 15, Township 4 North, Range 13 West, City of Hattiesburg, Forrest County, Mississippi.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, February 5, 2020 in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 9th day of January 2020.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton /s/
CITY CLERK

Published Jan 16, 2020

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: 627 Published 1 times

Date 1st Published: Jan 16 Amt: 75.24

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 75.24

Proof of Publication Fee: 3.00

TOTAL: 78.24

(signed) Haskel Bruns
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 16th
day of January, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Karen Barncastie
STATE OF MISSISSIPPI
NOTARY PUBLIC
ID No. 127877
Commission Expires
May 20, 2023
FORREST COUNTY

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - Tuscan Ave zoning
- ☐ Invoice #: 95470
- ☐ Inv. Cr/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Bob Blevins, Representative, and William Carey University, Owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for certain properties located along Tuscan Avenue (Parcel 2-038H-15-114.00, PPIN 32310; Parcel 2-038H-15-113.00, PPIN 13642; Parcel 2-038H-15-094.00, PPIN 13638; Parcel 2-038G-15-149.00, PPIN 13639; Parcel 2-038G-15-212.00, PPIN 13640; Parcel 2-038H-15-115.00, PPIN 13641, Ward 2) from Section 4.5.3, R-1A (Single-Family Residential) District to Section 4.5.7, R-3 (Multi-Family Residential) District. Said properties being more particularly described as follows, to-wit:

All of Lot Nine (9) and the West six feet (6') of Lot Ten (10), Block Nineteen (19) of BURKETT 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, and more particularly described as follows, to-wit:

Beginning at the Southwest corner of Lot 9, Block 19, of said Burkett Subdivision, and run thence North 200 feet to the South boundary of a 20 feet alley, thence run East along said alley 76 feet, thence South 200 feet to the North boundary of Tuscan Avenue, thence West along the North boundary of Tuscan Avenue 76 feet to the Point of Beginning, together with all improvements thereon and appurtenances thereunto belonging.

AND ALSO:

The West 42 Feet of the North 150 Feet of Lot 3 and the East 14 Feet of the North 150 Feet of Lot 4, Block 19 of the Burkett Subdivision of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof in file in the office of the Chancery Clerk of Forrest County, Mississippi, also known as Municipal Number 607 Magnolia Avenue, Hattiesburg, Mississippi, together with all improvements therein, goods and furnishings contained therein, and appurtenances thereunto belonging.

AND ALSO:

The South 136 feet of the East 10 feet of Lot 11 and the South 136 feet of Lot 12, all in Block 19 of the Burkett Subdivision or Addition to the City of Hattiesburg, Forrest County, Mississippi.

The property bears a street address of 600 Tuscan Avenue, Hattiesburg, MS 39401.

AND ALSO:

The East 64 feet of Lot 10 (10), Block Nineteen (19) of the Burkett 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.

AND ALSO:

The West 60 Feet of the South 136 Feet of Lot 11, Block 19 of the BURKETT'S SUBDIVISION in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

AND ALSO:

The South 50 feet of Lots 1, 2, 3, and 4, and all of Lots 5, 6, 7 and 8 in Block 19 of the Burkett Subdivision to the City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, together with the improvements thereon and appurtenances thereunto belonging.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, February 5, 2020 in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 9th day of January 2020.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton /s/
CITY CLERK

Published Jan 16, 2020

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: 326 Published 2 times

Date 1st Published: Jan 16 Amt: 39.12

Date 2nd Published: Jan 23 Amt: 32.60

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 71.72

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TOTAL: 74.72

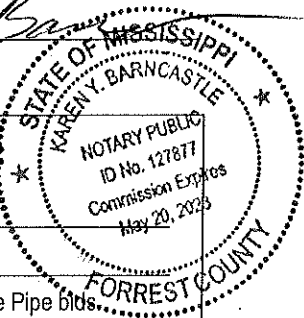
(signed) Hershel Brant
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 23rd
day of January, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Kerns Eaton

FOR OFFICE USE ONLY

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - Drainage Pipe bids
- ☐ Invoice #: 95471
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE TO BIDDERS

ITEM #23: CORRUGATED HDPE DRAINAGE PIPE FOR THE PUBLIC SERVICES DE- PARTMENT

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 6th, 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 10:00 a.m.

Questions regarding specifications should be directed to Ronnie Perkins at 601-545-4648. 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 7th day of January, 2020.

CITY OF HATTIESBURG, MISSISSIPPI

/s/ Kerns Eaton
CITY CLERK

Published Jan 16, 23, 2020

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:

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Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 71.72

Proof of Publication Fee: 3.00

TOTAL: 74.72

(signed) Haskel Burns
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 23rd
day of January, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Karen Y. Barncastle



FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - Water Dept Chems Bids
- ☐ Invoice #: 95471
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE TO BIDDERS

ITEM #11:

CHLORINE GAS & SULFUR DIOXIDE FOR THE 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 6th, 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 10:00 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 7th day of January, 2020.

CITY OF HATTIESBURG, MISSISSIPPI

/s/ Kermas Eaton
CITY CLERK

Published Jan 16, 23, 2020



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Darnelle Larremore

cc: Kermas Eaton, City Clerk

Date: Tuesday, February 18, 2020

Re: Acknowledge receipt of Privilege Tax License monthly report for January 2020.
File Number: 2020-105
Minute Book #

Summary

Acknowledge receipt of Privilege Tax License monthly report for January 2020

Recommendation Statement

Recommend acknowledgment of receipt of Privilege Tax License monthly report for January 2020

Please place this on the February 18, 2020 City Council meeting for consideration.

PRIVILEGE LICENSE MONTHLY REPORT

01/01/2020 TO 02/29/2020

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-01-20-017815	\$45.00		ELEGANT EVENINGS 419 WEST OAK ST LAUREL MS 39440
LIC-01-20-017823	\$20.00		JTC MECHANICAL LLC 642 COOPER RD MAGEE MS 39111
LIC-01-20-017825	\$30.00		TOUCHSTONE ELECTRICAL SERVICES LLC 28 WALLACE LN PURVIS MS 39475
LIC-01-20-017839	\$20.00		ST8MENT 12 PARK PLACE APT 121B HATTIESBURG MS 39402
LIC-01-20-017849	\$55.00		ESSENTIAL KNOWLEDGE SYSTEMS, LLC 46 SHELBY THAMES DR UNIT #132 HATTIESBURG MS 39402
LIC-01-20-017850	\$20.00		LINDA'S CLEANING SERVICE 112 WILDWOOD TRC HATTIESBURG MS 39402
LIC-01-20-017854	\$20.00		BEN BAXLEY CONSTRUCTION 480 HWY 11 ENTERPRISE MS 39330
LIC-01-20-017857	\$50.00		GIGGLES CHILDREN'S BOUTIQUE 6555 HWY 98 W STE 17 HATTIESBURG MS 39402
LIC-01-20-017864	\$45.00		THE CORNERSTONE GROUP 220 W PINE ST HATTIESBURG MS 39402
LIC-01-20-017878	\$30.00		TERRY'S BACKHOE & TREE SERVICE LLC 90 L J FARM RD PETAL MS 39465
LIC-01-20-017903	\$30.00		NAILS SQUARE 1000 TURTLE CREEK DR STE 325 HATTIESBURG MS 39402
LIC-01-20-017907	\$20.00		EDWARD MILLER FILMS, LLC 3700 MABLE ST HATTIESBURG MS 39401
LIC-01-20-017917	\$45.00		AMAYA ENTERPRISE LLC 6372 HWY 98 LOT B HATTIESBURG MS 39402
LIC-01-20-017963	\$10.00		FAM'S MART LLC PO BOX 1308 HATTIESBURG MS 39403
LIC-01-20-017964	\$38.33		FAM'S MART LLC PO BOX 1308 HATTIESBURG MS 39403
LIC-01-20-017966	\$55.00		MIDSOUTH DIESEL, INC. 14 OLD 98 HWY HATTIESBURG MS 39401

LIC-01-20-017967	\$45.00	EXPEDITED TAX SOLUTIONS LLC 2810 EDWARDS ST HATTIESBURG MS 39401
LIC-01-20-017970	\$20.00	ROSIE LEE'S KITCHEN 314 E 7TH ST HATTIESBURG MS 39401
LIC-01-20-017977	\$20.00	BRM BOOKKEEPING, TAX AND FINANCIAL SERVICE 4124 W 4TH ST APT. 2507 HATTIESBURG MS 39401
LIC-01-20-017980	\$20.00	1ST CHOICE EST LLC 400 S 24TH AV HATTIESBURG MS 39401
LIC-01-20-017992	\$150.00	RANDY PRICE & CO. 6156 HWY 98 W STE 30 HATTIESBURG MS 39402
LIC-01-20-017999	\$95.00	SOAP N' SUDS 120 MANDALAY DR HATTIESBURG MS 39402
LIC-02-20-018050	\$0.00	JIM SMITH SERVICES, INC. 17737 P.O BOX HATTIESBURG MS 39404
LIC-02-20-018067	\$20.00	UNIVERSITY REALTY 102 LYNNWOOD CIR HATTIESBURG MS
LIC-03-19-015472	\$45.00	SOUTHBOUND BAGEL 217 E FRONT ST HATTIESBURG MS 39401
LIC-05-18-013119	\$70.00	ZAXBY'S 4520 HARDY ST HATTIESBURG MS 39403
LIC-05-19-015930	\$45.00	HUB CITY HAIR BEAUTY & BARBER SHOP 939 N MAIN ST STE A HATTIESBURG MS 39401
LIC-09-19-016788	\$45.00	TOP NOTCH EMBROIDERY & PRINTING 1403 ADELINE ST HATTIESBURG MS 39401
LIC-09-19-017086	\$70.00	HATTIESBURG CLINIC, PA - LINCOLN ROAD FAMILY 4209 LINCOLN RD HATTIESBURG MS 39402
LIC-10-19-017310	\$130.00	JONES TRANSPORT, LLC 6184 W HWY 98 STE 210 HATTIESBURG MS 39402
LIC-10-19-017461	\$45.00	BEAUTIFUL IMPRESSIONS 108 S 10TH AV HATTIESBURG MS 39401
LIC-11-18-014754	\$225.00	SOUTHERN TIRE MART 6895 HWY 49 HATTIESBURG MS 39402
LIC-11-19-017481	\$45.00	A & S AUTO SALES 1305 W PINE ST HATTIESBURG MS 39401
LIC-11-19-017520	\$45.00	RARE EDITION, LLC 3300 FERNWAY DR HATTIESBURG MS 39401
LIC-11-19-017551	\$55.00	RICHARD B. BRANTLEY, PLS INC. 7 PROFESSIONAL PKWY STE 104 HATTIESBURG MS 39401

LIC-12-19-017690	\$55.00	RESERVE AT LONG POINT 2 HUATLEY RD OLD LYNE CT 06371
LIC-12-19-017691	\$45.00	GRACE HEALTHCARE 6555 W U.S 98 HWY STE 5B HATTIESBURG MS
LIC-12-19-017712	\$145.00	SAVILINX, LLC 74 ORION ST STE 2 UNIT 300 BRUNSWICK ME 04011
LIC-12-19-017714	\$45.00	KELLER WILLIAMS, GBRMC HOLDINGS, LLC 9 PLAZA DR HATTIESBURG MS 39402
LIC-12-19-017715	\$30.00	CARR, RIGGS & INGRAM LLC 22 MILLBRANCH STE 400 HATTIESBURG MS 39402
LIC-12-19-017726	\$20.00	MIMMI'S DOORHANGERS 1000 TURTLE CREEK DR T-71 HATTIESBURG MS 39402
LIC-12-19-017733	\$118.00	SATELLITES UNLIMITED LLC 1010 HARDY ST HATTIESBURG MS 39401
LIC-12-19-017756	\$45.00	PRIDE TAX SERVICES 2627 LINCOLN RD HATTIESBURG MS 39401
LIC-12-19-017788	\$175.00	BADCOCK HOME FURNITURE & MORE 1000 BROADWAY DR STE 50 HATTIESBURG MS 39401
44	\$2,401.33	

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-01-20-017804	\$30.00		BROADWAY MOTORS 1920 W PINE STREET HATTIESBURG MS 39401
LIC-01-20-017805	\$20.00		WHITFIELD HEATING & AIR, INC 75 CRYSTAL CREEK HATTIESBURG MS 39402-
LIC-01-20-017806	\$30.00		SHIPPERS EXPRESS 7132 HIGHWAY 49 N HATTIESBURG MS 39401
LIC-01-20-017807	\$30.00		SWEET PEPPERS DELI - HARDY PO BOX 1368 COLUMBUS MS 39703
LIC-01-20-017808	\$20.00		STORAGE PLUS CENTERS LLC 5224 OLD HWY 42 HATTIESBURG MS 39401
LIC-01-20-017809	\$30.00		HARRIS, HUEL PEDIATRIC DENTISTRY 1014 S 28TH AVENUE HATTIESBURG MS 39402-
LIC-01-20-017810	\$20.00		ARTIE RAWLS PHOTOGRAPHY 3420 HARDY STREET 4 HATTIESBURG MS 394020000
LIC-01-20-017811	\$20.00		AMY'S NAILS 6335 HWY 49 STE 10 HATTIESBURG MS 39401-
LIC-01-20-017812	\$20.00		ANGELLE KEAN INTERIORS 409 4TH AVENUE HATTIESBURG MS 39402-

LIC-01-20-017813	\$20.00		HUB CITY TOWING PO BOX 1021 PETAL MS 39465-
LIC-01-20-017814	\$30.00		ABCO TOWING PO BOX 1021 PETAL MS 39465-
LIC-01-20-017817	\$20.00	\$3.20	CHRIS STYLES 212 N 25TH AVENUE HATTIESBURG MS 39401-
LIC-01-20-017819	\$78.00		HATTIESBURG CLINIC PA DERMATOLOGY CLINIC 415 S 28TH AVENUE ATTN: ACCTG DEPT HATTIESBURG MS 39401-7283
LIC-01-20-017820	\$69.00		HATTIESBURG CLINIC IMMEDIATE CARE 105 THORNHILL DRIVE HATTIESBURG MS 39402
LIC-01-20-017821	\$20.00		BLACKSTOCK ELECTRIC 1449 GRANTHAM RD SUMRALL MS 39482
LIC-01-20-017822	\$20.00		FREEMAN'S ARTS & CRAFTS 246 OLD AIRPORT ROAD HATTIESBURG MS 394010000
LIC-01-20-017824	\$20.00	\$2.20	AMERICAN PRINTING 6186 HWY 49 HATTIESBURG MS 39401-
LIC-01-20-017826	\$20.00		LEE'S NAILS 4600 HARDY STREET 7 HATTIESBURG MS 39401-
LIC-01-20-017829	\$20.00		MAGIC HANDS SALON INC 4010 O'FERRAL STREET 120 HATTIESBURG MS 39401-
LIC-01-20-017830	\$30.00		BRYAN NELSON P.A. PO BOX 18109 HATTIESBURG MS 39404-8109
LIC-01-20-017831	\$30.00		ZACHARY & LEGGETT PLLC 211 S 29TH AVENUE HATTIESBURG MS 39401
LIC-01-20-017832	\$20.00		JAVA MOE'S (INSIDE FGH) 50 TIDEWATER RD HATTIESBURG MS 39402-
LIC-01-20-017833	\$20.00		WATKINS AUTO SALES PO BOX 962 PETAL MS 394650000
LIC-01-20-017834	\$30.00		RARE DESIGN 127 A BUSCHMAN STREET HATTIESBURG MS 39401
LIC-01-20-017835	\$20.00		EDWARDS STREET COIN OPERATED LAUNDRY 1807 EDWARDS STREET HATTIESBURG MS 39401
LIC-01-20-017836	\$150.00	\$21.00	PURPLE PARROT/CRESCENT CITY GRILL PO BOX 17318 HATTIESBURG MS 394047318
LIC-01-20-017837	\$15.00	\$7.50	PURPLE PARROT/CRESCENT CITY GRILL PO BOX 17318 HATTIESBURG MS 394047318
LIC-01-20-017838	\$51.00		BRYAN NELSON P.A. PO BOX 18109 HATTIESBURG MS 39404-8109

LIC-01-20-017840	\$30.00		MEADOWS ELECTRICAL CONTRACTING, INC 818 HOLCOMBE AV MOBILE AL 36606
LIC-01-20-017841	\$20.00		SOUTHERN HEAT & AIR 40 TIMBERLAND DR PURVIS MS 39475
LIC-01-20-017842	\$20.00		SUMRALL'S AIR CONTROL SERVICE 91-A ROGERS ROAD HATTIESBURG MS 39401-0000
LIC-01-20-017843	\$20.00		PAINTING WITH A TWIST 6555 HWY 98 W STE 4 HATTIESBURG MS 39402-
LIC-01-20-017844	\$30.00		SONIC DRIVE IN 6872 HIGHWAY 49 HATTIESBURG MS 39401
LIC-01-20-017845	\$20.00		AMERICAN STEEL LINE BUILDING 5689 HIGHWAY 49 S HATTIESBURG MS 39401
LIC-01-20-017846	\$20.00		CARROLL JEWELRY CO. 3702-3 HARDY ST HATTIESBURG MS 39402
LIC-01-20-017847	\$120.00		HATTIESBURG ORAL SURGERY 1421 S 28TH AVENUE HATTIESBURG MS 39402-
LIC-01-20-017848	\$48.00		SHOWS, DEARMAN & WAITS, INC. 301 SECOND AVENUE HATTIESBURG MS 39401-
LIC-01-20-017852	\$45.00		ROD'S TOWING 210 MATTHEWS STREET HATTIESBURG MS 39401
LIC-01-20-017853	\$20.00	\$2.20	THE GLASS MEDIC 428 MABLE STREET HATTIESBURG MS 39401-
LIC-01-20-017855	\$20.00		MACS CONSULTANT SVCS 816 ARNOLD STREET HATTIESBURG MS 39403
LIC-01-20-017856	\$20.00		FOOD FACTORY 5912 HWY 49 FC 1 HATTIESBURG MS 39401-
LIC-01-20-017858	\$20.00		SUBWAY SANDWICH SHOP OF HATTIESBURG 300 S 25TH AV HATTIESBURG MS 39401
LIC-01-20-017859	\$30.00		R & J CONSTRUCTION INC. PO BOX 6 LAUREL MS 394410000
LIC-01-20-017860	\$150.00		HATTIESBURG CLINIC - SUPPORT SERVICES BLDG 2902 ARLINGTON LOOP HATTIESBURG MS 39401
LIC-01-20-017861	\$20.00		TURNER TAX SERVICES 9484 HWY 98 W NEW AUGUSTA MS 39462
LIC-01-20-017862	\$20.00		TIENDA LA BENDICION 816 EDWARD ST HATTIESBURG MS 39401
LIC-01-20-017863	\$25.00		KIDS MARKET OF MS, LLC 5912 HWY 49 SPACE B1-4 HATTIESBURG MS 39401

LIC-01-20-017866	\$1,840.00		LOWE'S OF HATTIESBURG #537 1000 LOWES BOULEVARD TAX DEPT MOORESVILLE NC 28117-
LIC-01-20-017867	\$30.00		OAK GROVE HEATING & AIR INC. 2855 OAK GROVE ROAD HATTIESBURG MS 39402-
LIC-01-20-017868	\$20.00		HATTIESBURG PAIN & INJURY, LLC PO BOX 2563 GULFPORT MS 39505
LIC-01-20-017869	\$20.00		WEST CHIROPRACTIC CLINIC 4700 W HARDY STREET M HATTIESBURG MS 39402
LIC-01-20-017870	\$20.00		CRAVE FIT NUTRITION 5268 OLD HWY 11 STE 5 HATTIESBURG MS 39402
LIC-01-20-017871	\$20.00		SOUTHGATE REALTY, LLC PO BOX 16615 HATTIESBURG MS 39404-
LIC-01-20-017872	\$20.00		GLENN RICHARDSON & STOVALL CONSTRUCTION, INC. 159 AUGUSTINE DR HATTIESBURG MS 39402
LIC-01-20-017873	\$20.00	\$2.40	ARMOR INSULATIONS LLC 1818 EDWARDS STREET HATTIESBURG MS 39401-
LIC-01-20-017874	\$20.00	\$2.40	CLEEN-COTE, INC. 1818 EDWARDS STREET HATTIESBURG MS 394010000
LIC-01-20-017875	\$20.00	\$2.40	A A A STRIPE RITE, LLC 1818 EDWARDS ST HATTIESBURG MS 39401
LIC-01-20-017876	\$20.00	\$2.60	BRISTLES ART STUDIO 16 OFFICE PARK DR STE 22 HATTIESBURG MS 39402
LIC-01-20-017877	\$10.00	\$5.00	BRISTLES ART STUDIO 16 OFFICE PARK DR STE 22 HATTIESBURG MS 39402
LIC-01-20-017879	\$20.00	\$2.20	MAGNOLIA MASSAGE THERAPY 1600 MAMIE STREET HATTIESBURG MS 39401
LIC-01-20-017880	\$30.00		HIBACHI EXPRESS 3205 HARDY ST STE 20 HATTIESBURG MS 39401
LIC-01-20-017881	\$30.00		DELUXE INN 309 S 16TH AVENUE LAUREL MS 39440-
LIC-01-20-017882	\$150.00		HOSPICE ADVANTAGE, LLC 517 W SCOوبا ST 20 & 30 HATTIESBURG MS 39401
LIC-01-20-017883	\$20.00		BOBBY'S MUFFLER & BRAKE SHOP 806 E 63RD STREET HATTIESBURG MS 39401
LIC-01-20-017884	\$30.00		POPEYES #11 5900 HWY 49 S HATTIESBURG MS 39401-
LIC-01-20-017885	\$300.00		NEWELL PAPER CO./HATTIESBURG P O BOX 1749 HATTIESBURG MS 39403-

LIC-01-20-017886	\$69.00		BRADY ELECTRIC, INC 510 ELLISVILLE BOULEVARD LAUREL MS 394400000
LIC-01-20-017887	\$20.00		JACKSON HEWITT TAX SERVICE 700 BROADWAY DR HATTIESBURG MS 39401
LIC-01-20-017888	\$20.00		LABOR FINDERS INC. 1950 LINCOLN ROAD B HATTIESBURG MS 39402
LIC-01-20-017889	\$39.00		TURTLE CREEK DENTAL CARE 6032 HIGHWAY 98 HATTIESBURG MS 39401
LIC-01-20-017890	\$30.00		BARNES FAMILY DENTISTRY 5914 HWY 49 STE 10 HATTIESBURG MS 39401-
LIC-01-20-017891	\$20.00		THE SMALLWOOD LAW FIRM, P.A. 612 N MAIN STREET HATTIESBURG MS 39401
LIC-01-20-017892	\$150.00		LOWERY A. WOODALL SURGERY FACILITY 105 S 28TH AVENUE HATTIESBURG MS
LIC-01-20-017893	\$20.00		THRASH DEVELOPMENT 19 WOODSTONE PLAZA HATTIESBURG MS 39402
LIC-01-20-017895	\$25.00		SOUTHERN INTERIORS 6390 HIGHWAY 98 W HATTIESBURG MS 394020000
LIC-01-20-017896	\$30.00		PERKINS AND WILLIAMSON ARCHITECTURE PLLC 4200 MAMIE STREET STE 210 HATTIESBURG MS 39402-
LIC-01-20-017897	\$120.00		MAC'S CONSTRUCTION 6555 U S HIGHWAY 98 W STE 13 HATTIESBURG MS 39402
LIC-01-20-017898	\$30.00		BOURNE BROS. PRINTING CO. INC. 5276 HIGHWAY 42 BYPASS HATTIESBURG MS 39401-
LIC-01-20-017899	\$20.00		EXQUISITE NAILS 4700 HARDY STREET S HATTIESBURG MS 39402
LIC-01-20-017900	\$20.00		ROCKY W. EATON 201 HARDY ST STE A HATTIESBURG MS 39401
LIC-01-20-017901	\$45.00		REDBOX AUTOMATED RETAIL LLC ONE TOWER LN STE 900 OAKBROOK TERRACE IL 60181-
LIC-01-20-017902	\$45.00		REDBOX AUTOMATED RETAIL LLC 5021 HWY 42 HATTIESBURG MS 39401
LIC-01-20-017904	\$20.00	\$2.20	UNDERWOOD OUTDOOR POWER INC 5566 OLD HWY 42 HATTIESBURG MS 39401-
LIC-01-20-017905	\$500.00		AMERICAN PAWN AND JEWELRY 1316 W PINE ST HATTIESBURG MS 39401-
LIC-01-20-017906	\$100.00		AMERICAN PAWN AND JEWELRY 1316 W PINE ST HATTIESBURG MS 39401-

LIC-01-20-017908	\$20.00		LAURA PENNEBAKER ARTS, LLC 101 DANBURY LN HATTIESBURG MS 39402-
LIC-01-20-017909	\$20.00		GOLDEN EAGLE SELF STORAGE PO BOX 3226 GULFPORT MS 39505
LIC-01-20-017910	\$440.00	\$57.20	JEWELMASTERS 6156 HIGHWAY 98 W 60 HATTIESBURG MS
LIC-01-20-017911	\$20.00		HALL'S ALIGNMENT SERVICE & AUTO REPAIR 7210 HIGHWAY 49 N HATTIESBURG MS 39402-
LIC-01-20-017912	\$100.00		HALL'S ALIGNMENT SERVICE & AUTO REPAIR 7210 HIGHWAY 49 N HATTIESBURG MS 39402-
LIC-01-20-017913	\$30.00		ACCEPTANCE LOAN COMPANY, INC 163 TURTLE CREEK DRIVE STE 60 HATTIESBURG MS 39402-
LIC-01-20-017914	\$93.00		NEWPOINTE PHARMACY 6555 HWY 98 W STE 6 HATTIESBURG MS 39402-
LIC-01-20-017915	\$20.00	\$2.40	BURNHAM'S ELECTRIC 82 VALLEY FARM LN SUMRALL MS 39482
LIC-01-20-017916	\$560.00		UNITED APPAREL LIQUIDATORS, INC. 1829 HARDY STREET HATTIESBURG MS 394010000
LIC-01-20-017918	\$80.00		F-S PRESTRESS, LLC. 25 PEPS POINT ROAD N HATTIESBURG MS 39401-
LIC-01-20-017919	\$20.00		MONEY NOW 1100 HARDY STREET 20 HATTIESBURG MS 39401
LIC-01-20-017921	\$30.00		ONE MAIN FINANCIAL GROUP, LLC 2109 HARDY ST STE B HATTIESBURG MS 39401
LIC-01-20-017924	\$20.00		FAMILY CHOICE FINANCIAL 2902 HARDY ST STE 30 HATTIESBURG MS 39401
LIC-01-20-017925	\$27.00		DUFF AMUSEMENT CO, INC. 5194 HIGHWAY 49 S HATTIESBURG MS 39401-
LIC-01-20-017927	\$630.00		DUFF AMUSEMENT CO, INC. 5194 HIGHWAY 49 S HATTIESBURG MS 39401-
LIC-01-20-017928	\$40.00		STRICKLAND FURNITURE INC. 6431 HIGHWAY 49 N HATTIESBURG MS 39401
LIC-01-20-017929	\$20.00		ALLSTAR RECOVERY PO BOX 18503 NATCHEZ MS 39122-
LIC-01-20-017930	\$20.00		R.D. KIRKPATRICK, CPA 1302 VELMA AVENUE HATTIESBURG MS 39402-
LIC-01-20-017933	\$20.00	\$2.60	JAN W HAMMOND 112 SHEFFIELD LOOP D-1 HATTIESBURG MS 39402-

LIC-01-20-017934	\$20.00		CENTRAL FINANCIAL SERVICES 6333 HWY 49 SUITE 60 HATTIESBURG MS 39401
LIC-01-20-017938	\$20.00	\$3.40	VISIONS UNLIMITED 69 SHARMONT DR HATTIESBURG MS 39402
LIC-01-20-017940	\$20.00		TJ INC DBA BEAUTY LAND 710 BARTUR ST HATTIESBURG MS 39401
LIC-01-20-017941	\$20.00		HMP NURSING SERVICES, INC. 124 WALNUT ST STE 5 HATTIESBURG MS 394010000
LIC-01-20-017942	\$20.00		BELL AUTO SALES INC. 5244 HIGHWAY 42 BYPASS HATTIESBURG MS 39401
LIC-01-20-017943	\$10.00		BELL AUTO SALES INC. 5244 HIGHWAY 42 BYPASS HATTIESBURG MS 39401
LIC-01-20-017946	\$30.00		JANI-KING OF SOUTHEAST MISSISSIPPI 122 W PINE ST PONCHATOULA LA 70454
LIC-01-20-017947	\$20.00		FLANAGAN ELECTRIC SERVICE P O BOX 15033 HATTIESBURG MS 39402-
LIC-01-20-017948	\$129.00		DOSSETT GMC CADILLAC 1026 W PINE STREET HATTIESBURG MS 39401
LIC-01-20-017949	\$30.00		JOHN PACE BANK REPO & AS IS AUTOAUCTION 2812 EDWARDS STREET HATTIESBURG MS 39401
LIC-01-20-017950	\$42.00		ROTECH 934 BROADWAY DRIVE 30 HATTIESBURG MS 39401
LIC-01-20-017951	\$20.00		BIJOU HAIR BRADING 1000 S 17TH AVENUE STE 5 HATTIESBURG MS 39401-
LIC-01-20-017953	\$20.00	\$2.40	BLU SPERO 1000 TURTLE CREEK DR STE 70 HATTIESBURG MS 39402
LIC-01-20-017956	\$15.00	\$7.50	BROADWAY EXPRESS 1501 BROADWAY DRIVE HATTIESBURG MS 39401-
LIC-01-20-017957	\$30.00		NOBLES CONTRACTING LLC 5266 OLD HWY 11 STE 70-122 HATTIESBURG MS 39402-
LIC-01-20-017958	\$20.00		VFP FIRE SYSTEMS, INC. 6161-F RANGELINE RD THEODORE AL 36582-
LIC-01-20-017959	\$45.00	\$3.40	LIL JACKIE'S WRECKER 1919 HILL STREET HATTIESBURG MS 39401-
LIC-01-20-017960	\$45.00	\$3.40	LARRY'S WRECKER SERVICE 1919 HILL STREET HATTIESBURG MS 39401-
LIC-01-20-017961	\$45.00	\$3.40	BODY TECH WRECKER SERVICE 1908 BYRON STREET HATTIESBURG MS 39401-

LIC-01-20-017962	\$45.00	\$3.40	MICHAEL'S WRECKER SERVICE INC 1919 HILL STREET HATTIESBURG MS 39401-
LIC-01-20-017965	\$30.00		DEMS, LLC 2903 ARLINGTON LOOP HATTIESBURG MS 39401-7115
LIC-01-20-017968	\$30.00		THE LAW OFFICES OF WES STOVER 201-A HARDY STREET HATTIESBURG MS 39403
LIC-01-20-017969	\$66.00		MISSISSIPPI HOMECARE/HATTIESBURG 1 LINCOLN PARKWAY STE 305 HATTIESBURG MS 394023261
LIC-01-20-017971	\$20.00		FIXRITE HOME REPAIR LLC 104 CARRIE ROAD HATTIESBURG MS 39402-
LIC-01-20-017972	\$20.00		ACCENTS LLC 11 OFFICE PARK DRIVE STE 60 HATTIESBURG MS 39402-
LIC-01-20-017973	\$20.00		B.C.'S HEATING & COOLING 466 ST PAUL ROAD SANDY HOOK MS 39478
LIC-01-20-017976	\$20.00	\$2.40	WHICH WICH 6109 HWY 98 HATTIESBURG MS 39402
LIC-01-20-017981	\$30.00		PLANET BEACH 103 S. 41 AV HATTIESBURG MS 39402
LIC-01-20-017982	\$30.00		TOWNPLACE SUITES 235 THORNHILL DR HATTIESBURG MS 39402
LIC-01-20-017983	\$40.00		STREET KING 709 BROADWAY DRIVE HATTIESBURG MS 39401
LIC-01-20-017984	\$20.00		LEGGETT'S BARBER SHOP 546 DAWSON ST HATTIESBURG MS 39401-
LIC-01-20-017985	\$20.00		CAMPUS BOOK MART 318 E LEE BOULEVARD STARKVILLE MS 397590000
LIC-01-20-017986	\$20.00		TOP NAILS 6096 HWY 98 W STE 3A HATTIESBURG MS 39402-
LIC-01-20-017987	\$20.00	\$2.80	BLU JAZZ CAFE 103 E FRONT ST HATTIESBURG MS 39401
LIC-01-20-017988	\$15.00	\$7.50	BLU JAZZ CAFE 103 E FRONT ST HATTIESBURG MS 39401
LIC-01-20-017989	\$20.00	\$2.80	NELLIE'S CHICKEN & DAIQUIRIS 213 E FRONT ST HATTIESBURG MS 39401
LIC-01-20-017990	\$15.00	\$7.50	NELLIE'S CHICKEN & DAIQUIRIS 213 E FRONT ST HATTIESBURG MS 39401
LIC-01-20-017991	\$20.00		OCCASIONS 4356 LINCOLN EXTENTION ROAD 20 HATTIESBURG MS 39402-

LIC-01-20-017998	\$20.00	\$2.40	PREMIER WINDOW TINTING, LLC 48 LIBERTY PL 3 HATTIESBURG MS 39402
LIC-01-20-018000	\$20.00	\$2.40	T L CONSTRUCTION 120 BARKLEY ROAD HATTIESBURG MS 39401-
LIC-01-20-018001	\$20.00		T MICHAEL REED 612 N MAIN STREET HATTIESBURG MS 39401
LIC-01-20-018002	\$20.00		SUNDAY SCHOOL 239 BROADWAY DR STE A HATTIESBURG MS 39401
LIC-01-20-018003	\$129.00		THE FIRST, A NATIONAL BANKING ASSOC. 6480 HIGHWAY 98 HATTIESBURG MS 39402
LIC-01-20-018004	\$48.00		MOORE FUNERAL HOME INC. 805 HARDY STREET HATTIESBURG MS 39401
LIC-01-20-018005	\$20.00		MEGAN JOLLY PHOTOGRAPHY 2105 SUNSET DRIVE HATTIESBURG MS 39402-
LIC-01-20-018006	\$20.00		FYR-FYTER SALES-SERVICE, INC. P.O. BOX 40620 STREET MOBILE AL 366400000
LIC-01-20-018007	\$30.00	\$3.30	ELEGANT NAILS II 560 WEATHERSBY ROAD 200 HATTIESBURG MS 39402
LIC-01-20-018008	\$30.00		MCELHANEY PLUMBING COMPANY,INC. PO BOX 406 HATTIESBURG MS 394010000
LIC-01-20-018009	\$20.00		MCELHANEY PLUMBING INC. 501 W LAUREL AVENUE HATTIESBURG MS 39401
LIC-01-20-018011	\$100.00		CITY PAWN SHOP INC 211 MOBILE ST HATTIESBURG MS 39401
LIC-01-20-018012	\$500.00		CITY PAWN SHOP INC P O BOX 1565 HATTIESBURG MS 394031565
LIC-01-20-018013	\$20.00	\$2.40	REV VAPING COMPANY 6335 HWY 49 STE 40 HATTIESBURG MS 39401
LIC-01-20-018014	\$20.00	\$2.60	BLOOMS A GARDEN SHOP 127 BUSCHMAN STREET STE 40 HATTIESBURG MS 39401-
LIC-01-20-018015	\$80.00		CONSOLIDATED CONVERTING SERVICES 5372 OLD HIGHWAY 42 STE 20 HATTIESBURG MS 394010000
LIC-01-20-018016	\$20.00		WELLS FARGO CLEARING SERVICES LLC 6093 US HWY 98 HATTIESBURG MS 39402
LIC-01-20-018017	\$40.00		METHODIST ORTHOTICS & PROSTHETICS 107 FAIRFIELD DRIVE STE 10 HATTIESBURG MS 39402-
LIC-01-20-018018	\$20.00	\$2.40	U.S. NAILS II 5064 HARDY STREET 30 HATTIESBURG MS 394020000

LIC-01-20-018019	\$20.00		STAGE STRUCK PERFORMANCE STUDIO 16 OFFICE PARK DRIVE 21 HATTIESBURG MS 39402-
LIC-01-20-018020	\$20.00		THE MULVI'S 3416 HARDY ST STE 120 HATTIESBURG MS 39402
LIC-01-20-018021	\$20.00		JUST RIGHT JANITORIAL 105 HANOVER DRIVE HATTIESBURG MS 39402-
LIC-01-20-018022	\$20.00		PEPPER'S PARTIES, TOO! 124 GRAND DRIVE STE 1030 HATTIESBURG MS 39402-
LIC-02-20-018023	\$20.00		A CUT ABOVE 716 JAMES STREET STE 10 HATTIESBURG MS 39401-
LIC-02-20-018024	\$20.00		ADVANTAGE TAX & PRINTING SERVICE INC. 2407 W 4TH ST HATTIESBURG MS 39401
LIC-02-20-018025	\$30.00		BURCH CORPORATION 216 S OPOTO MADRID BOULEVARD BIRMINGHAM AL 35206-
LIC-02-20-018026	\$30.00		AAMCO TRANSMISSIONS 2101 W PINE STREET HATTIESBURG MS 394010000
LIC-02-20-018027	\$54.00		THE FAMILY PRACTICE/AFTER HOURSCLINIC, PLLC 110 MILLSAPS DRIVE HATTIESBURG MS 394020000
LIC-02-20-018028	\$20.00		GO GO SNO 711 HUNTINDON RD HATTIESBURG MS 39402
LIC-02-20-018029	\$20.00	\$2.60	PETAL MUFFLER & GLASS 5383 HIGHWAY 42 HATTIESBURG MS 39401
LIC-02-20-018030	\$20.00		PANDA HOUSE 1900 HARDY STREET HATTIESBURG MS 39401
LIC-02-20-018032	\$30.00	\$5.40	S.T.R.Y.V.E INC. 2810 EDWARDS ST HATTIESBURG MS 39401
LIC-02-20-018034	\$20.00	\$3.40	UNLIMITED COSMETOLOGY SCHOOL 102 BROAD STREET HATTIESBURG MS 39401-
LIC-02-20-018035	\$30.00		SUBWAY SANDWICH SHOP OF H'BURG #1 2910 W HARDY STREET HATTIESBURG MS 39401
LIC-02-20-018036	\$30.00		P.J.'S HAIR SALON 3420 HARDY STREET HATTIESBURG MS 39402-
LIC-02-20-018037	\$20.00		SUPER 8 MOTEL / SHRIJI, INC. 6529 HIGHWAY 49 N HATTIESBURG MS 39401
LIC-02-20-018038	\$30.00		ADELA, INC. P.O. BOX 1745 HATTIESBURG MS 39403
LIC-02-20-018040	\$30.00		BURGER KING #1695 806 BROADWAY DRIVE HATTIESBURG MS 39401

LIC-02-20-018042	\$150.00		CRACKER BARREL PO BOX 787 LEBANON TN 37088-
LIC-02-20-018043	\$63.00		DEVINEY CONSTRUCTION COMPANY, INC 5560 HWY 42 BYPASS HATTIESBURG MS 39401
LIC-02-20-018044	\$20.00		D & M CLARK CONSTRUCTION, LLC 1038 SCR 85 E MIZE MS 39116-
LIC-02-20-018046	\$30.00		BAKER DISTRIBUTING CO #920 1519 N MAIN STREET HATTIESBURG MS 39401
LIC-02-20-018051	\$0.00		JIM SMITH SERVICES, INC. 114 S 10TH AV HATTIESBURG MS 39401
LIC-02-20-018053	\$20.00		VETERINARY ASSOCIATES OF HATTIESBURPLLC 1907 BROADWAY DRIVE HATTIESBURG MS 39402
LIC-02-20-018054	\$20.00		AL BARLOW MAINTENANCE SERVICE 593 RALSTON ROAD HATTIESBURG MS
LIC-02-20-018055	\$30.00		WOODLAND REALTY INC 6504 HWY 98 B HATTIESBURG MS 39402-
LIC-02-20-018056	\$30.00		SIMS & RE PLLC 6424 HWY 98 W STE 30 HATTIESBURG MS 39402
LIC-02-20-018057	\$20.00		HOMETOWN HEALTHCARE INC. 107 E WASHINGTON HOUSTON MS 38851
LIC-02-20-018058	\$20.00		SUBWAY @ WESLEY MEDICAL CENTER 5001 HARDY STREET HATTIESBURG MS 39402
LIC-02-20-018059	\$48.00		HATTIESBURG EYE CLINIC, P.A. 100 W HOSPITAL DRIVE HATTIESBURG MS 394020000
LIC-02-20-018060	\$20.00		DAVID M. COX, INC. 10 98 PLACE BOULEVARD HATTIESBURG MS 39402
LIC-02-20-018061	\$250.00		STEIN MART, INC #353 1000 TURTLE CREEK MALL HATTIESBURG MS 39401
LIC-02-20-018062	\$33.00		FURNITURE DIRECT 5020 HARDY ST HATTIESBURG MS
LIC-02-20-018063	\$20.00		HAIR CREATIONS 820 GRACE AVENUE HATTIESBURG MS 394010000
LIC-02-20-018064	\$20.00	\$2.40	LIFESTORAGE #361 421 CLASSIC DR HATTIESBURG MS 39402
LIC-02-20-018065	\$200.00		STUART C. IRBY CO. 1314 W PINE ST HATTIESBURG MS 39401
LIC-02-20-018066	\$20.00		ANOINTED HANDS SERVICES LLC 400 JACKSON STREET HATTIESBURG MS 39401

LIC-02-20-018068	\$20.00	LOWERY POWELL ENTERPRISES OF H'BURG P.O. BOX 321381 FLOWOOD MS 39232
LIC-02-20-018069	\$30.00	HANGER PROSTHETICS & ORTHOTICS INC 10910 DOMAIN DR 300 AUSTIN TX 78758
LIC-02-20-018070	\$20.00	JACKSON BAIL BONDS 700 HALL AVENUE C HATTIESBURG MS 39401
LIC-02-20-018071	\$20.00	PATTERSON AUTO SALES, LLC 5436 OLD HWY 42 HATTIESBURG MS 39401
LIC-02-20-018072	\$20.00	NORRIS, LARRY 101 FERGUSON STREET HATTIESBURG MS 39401
LIC-02-20-018073	\$20.00	SWATCHES FABRIC & DESIGN 5268 OLD HWY 11 STE 8 HATTIESBURG MS 39402-
LIC-02-20-018074	\$20.00	PAPA JOHNS 6371 HIGHWAY 98 W STE 50 HATTIESBURG MS 39402
LIC-02-20-018075	\$20.00	LIBERTY TAX SERVICE 134 CITY PARK CIRCLE HATTIESBURG MS 39401-
LIC-02-20-018076	\$20.00	PALLET DEPOT PO BOX 612 STREET PETAL MS 39465
LIC-02-20-018077	\$20.00	THOMAS POUGH LLC, LPC 39 BETHANY LN KOKOMO MS 39643
LIC-02-20-018078	\$45.00	GULF EQUIPMENT CORPORATION 5540 BUSINESS PARKWAY THEODORE AL 365820000
LIC-02-20-018079	\$20.00	COLLEGETOWN CONSTRUCTION, INC. 105 DOLEAC DR HATTIESBURG MS 39401
LIC-02-20-018080	\$30.00	TOUCHSTONE MOTOR SALES, INC. 1801 CORINNE STREET HATTIESBURG MS 39401
LIC-02-20-018081	\$30.00	EMILY LAMBERT HARDEN, DMD 820 S 28TH AV HATTIESBURG MS 39402
LIC-02-20-018082	\$20.00	TELAGEN, LLC 1A CHURCHILL ST HATTIESBURG MS 39402
214	\$11,906.00	\$196.70

Total Collection for January

New Licenses	\$2,401.33
Renewed Licenses	\$11,906.00
Penalties	\$196.70
Grand Total	\$14,504.03



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones

cc:

Date: Tuesday, February 18, 2020

Re: Acknowledge receipt of letter from The Lucky Rabbit and The Burg Shirt Company granting permission to the City of Hattiesburg to use the term "Litterburg" in the City's anti-littering campaign at no cost.
File Number: 2020-88
Minute Book #

Summary

Acknowledge receipt of letter from The Lucky Rabbit and The Burg Shirt Company granting permission to the City of Hattiesburg to use the term "Litterburg" in the City's anti-littering campaign at no cost.

Recommendation Statement

I recommend the acknowledgement of the referenced letter.

Please place this on the February 18, 2020 City Council meeting for consideration.

The Lucky Rabbit/The Burg
Brandon & Abby Thaxton
217 Mobile Street
Hattiesburg, Mississippi 39401

Re: Use of "Litterburg" and accompanying artwork

Dear Samantha McCain:

I, Brandon Thaxton, co-owner of The Lucky Rabbit and The Burg Shirt Company hereby grant permission for the City of Hattiesburg to use the term "Litterburg", the phrase "Don't be a Litterburg!" and the accompanying artwork for its anti-littering campaign at no cost.

The permission granted herein includes that artfiles will be provided for use at the City of Hattiesburg's discretion.

The permission granted herein is non-exclusive, and The Lucky Rabbit/The Burg may continue to sell merchandise using the term 'Litterburg' and the accompanying artwork."

Sincerely,

A handwritten signature in black ink that reads "Brandon Thaxton". The signature is stylized, with a large, looped "B" and a long, sweeping horizontal line extending from the end of the name.

Brandon Thaxton



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, February 18, 2020

Re: Acknowledge receipt of a Permanent Utility Easement from Derek R. and Amy B. Arrington for a portion of Forrest County Tax Parcel No. 2-041L-33-001.08 (PPIN 41294) in Timberton Subdivision.
File Number: 2020-97
Minute Book #

Summary

Acknowledge receipt of a Permanent Utility Easement from Derek R. and Amy B. Arrington for a portion of Forrest County Tax Parcel No. 2-041L-33-001.08 (PPIN 41294) in Timberton Subdivision.

Recommendation Statement

This is part of an ongoing effort to obtain easements in the Timberton Subdivision. I recommend approval of this item.

Please place this on the February 18, 2020 City Council meeting for consideration.

Grantee, prepared by and return to:City of HattiesburgDepartment of EngineeringPost Office Box 1898Hattiesburg, MS 39403-1898Phone: (601) 545-4540Account No.:**Grantor's Address:**Derek R. Arrington andAmy B. Arrington14 Amen CornerHattiesburg, MS 39401Phone: (601) 310-9770Business No.: (601)**PERMANENT UTILITY AND ACCESS EASEMENT****INDEXING INSTRUCTIONS:**

A part of the Northwest ¼ of the Northwest ¼ of Section 33, Township 4 North, Range 13 West and a part of Lot 3, Amen Corner of Timberton, as per Map or Plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, all in the City of Hattiesburg, County of Forrest, State of Mississippi

THE STATE OF MISSISSIPPI**COUNTY OF LAMAR****CITY OF HATTIESBURG**

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, including the benefits to be derived herefrom, the receipt and sufficiency of which is hereby acknowledged, I/we, the undersigned (the "Grantors"), hereby grant, bargain, sell, and convey unto the City of Hattiesburg ("Grantee"), Mississippi, a municipal corporation, a **Permanent Utility and Access Easement** over, across and upon a parcel of real property (the "Easement Area"), for access and maintenance of drainage facilities over and across the following described real property, situated and located in the City of Hattiesburg, County of Forrest, State of Mississippi, more particularly and certainly described as follows:

PARCEL 1

A part of the Northwest ¼ of the Northwest ¼ of Section 33, Township 4 North, Range 13 West and a part of Lot 3, Amen Corner of Timberton, as per Map or Plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, all in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99996943 and a convergence angle of (minus) -0°14'56.86" at the Northeast Corner of Proposed Lot 159 of Timberton Residential Community Phase V, an unrecorded and unofficial subdivision in said City and County and the Northeast Corner of a Parcel of Land as described in a Warranty Deed at Book 1002, Page 659 in the Land Records thereof on file in the Office of the Chancery Clerk of said County and State and a Corner on the Western Line of said Lot 3 and **Commencing** at a 2 Inch Round Iron Pin representing the Southwest Corner of Section 32, Township 4 North, Range 13 West, County of Forrest, State of Mississippi and having a Grid Value of **N 640,090.93 feet** and **E 828,619.14 feet** on said East Zone Grid, thence run North for 4,586.17 feet, thence run East 5,583.04 feet to a ½ Inch Rebar representing the South Corner of Proposed Lot 201 of said Timberton Residential Community Phase V and a Parcel of Land as described in a Warranty Deed at Book 1210, Page 187 in the Land Records thereof on file in the Office of the Chancery Clerk of said County and State and a Corner on said Western Lot Line, said Corner also being the **Point of Beginning** and having a Grid Value of **N 644,677.10 feet** and **E 834,202.18 feet** on said East Zone Grid; thence run N46°51'40"E along said Western Lot Line and its extension for 123.56 feet to a ½ Inch Rebar, thence run S47°03'18"E for 40.03 feet to a ½ Inch Rebar, thence run N46°50'25"E for 60.00 feet to a ½ Inch Rebar, thence run S43°09'35"E for 30.00 feet to a ½ Inch Rebar, thence run S46°50'25"W for 57.96 feet to a ½ Inch Rebar, thence run S47°03'18"E for 25.00 feet to a ½ Inch Rebar, thence run S27°54'02"E for 70.57 feet to a ½ Inch Rebar, thence run S06°26'33"E for 30.64 feet to a ½ Inch Rebar representing a Point on said Western Lot Line and a Point on the Northeastern Line of said Proposed Lot 159, thence run N43°03'57"W along said Western Lot Line and Northeastern Proposed Lot Line for 34.89 feet a ½ Inch Rebar, thence run N27°54'02"W for 63.00 feet to a ½ Inch Rebar, thence run N47°03'18"W for 21.96 feet to a ½ Inch Rebar, thence run S46°50'25"W for 14.95 feet to a ½ Inch Rebar

representing a Point on said Western Lot Line and a Point on said Northeastern Proposed Lot Line, thence run N43°03'57"W along said Western Lot Line and Northeastern Proposed Lot Line for 10.00 feet to a ½ Inch Rebar representing said Northeast Corner of Proposed Lot 159 and a Corner on said Western Lot Line and having a Grid Value of **N 644,697.19 feet** and **E 834,311.29 feet** on said East Zone Grid, thence run S46°50'25"W along the Northwestern Line of said Proposed Lot 159 and said Western Lot Line for 95.27 feet to a ½ Inch Rebar representing a Point on the Apparent Northeastern Right of Way Line of St. Anne's Drive, a public roadway also known as Timberton Drive, as per said Timberton Residential Community Phase V, and a Corner on said Western Lot Line, thence run Northwesterly along an Arc to the Left and said Apparent Northeastern Right of Way Line and said Western Lot Line for 64.36 feet to the **Point of Beginning**, said Arc having a Radius of 50.00 feet, a Chord Bearing of N41°19'06"W and a Chord Distance of 60.01 feet, comprising **0.26 Acres (11,442 Square Feet)**, more or less.

PARCEL 2

A part of the Northwest ¼ of the Northwest ¼ of Section 33, Township 4 North, Range 13 West and a part of Lot 3, Amen Corner of Timberton, as per Map or Plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, all in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99996943 and a convergence angle of (minus) -0°14'56.86" at the Northeast Corner of Proposed Lot 159 of Timberton Residential Community Phase V, an unrecorded and unofficial subdivision in said City and County and the Northeast Corner of a Parcel of Land as described in a Warranty Deed at Book 1002, Page 659 in the Land Records thereof on file in the Office of the Chancery Clerk of said County and State and **Commencing** at a 2 Inch Round Iron Pin representing the Southwest Corner of Section 32, Township 4 North, Range 13 West, County of Forrest, State of Mississippi and having a Grid Value of **N 640,090.93 feet** and **E 828,619.14 feet** on said East Zone Grid, thence run North for 4,480.10 feet, thence run East 5,810.07 feet to a 3/8 Inch Rebar representing the Southeast Corner of said Proposed Lot and said Parcel and the Southwest Corner of said Lot 3, said Corner also being the **Point of Beginning** and having a Grid Value of **N 644,571.03 feet** and **E 834,429.21 feet** on said East Zone Grid; thence run N43°03'57"W along the Western Line of said Lot 3 and Northeastern Line of said Proposed Lot for 10.00 feet to a ½ Inch Rebar, thence run N46°26'29"E and parallel to the Southern Line of said Lot 3 for 149.47 feet to a ½ Inch Rebar, thence run S43°33'31"E for 10.00 feet to a ½ Inch Rebar representing the Southeastern Corner of a 20 foot wide Utility Easement and a Point on the Southern Line of said Lot 3, as per said Amen Corner of Timberton Plat, thence run S46°26'29"W along said Southern Lot Line for 149.55 feet to the **Point of Beginning**, comprising **0.03 Acres (1,495 Square Feet)**, more or less.

Parcel 1 and Parcel 2 contain an aggregate of **0.30 Acres (12,937 Square Feet)**, more or less.

The Grantee herein is given rights of ingress and egress, the right to clear said Easement Area of selected vegetation such as shrubs, trees, and other vegetation, the right to change the

grade of the Easement Area, the right to install and/or remove pavements and any other encroaching structure as may be necessary to maintain said Easement Area. The Grantee will restore any damage to the Easement Area or to Grantors' adjacent property caused by Grantee's use of the Easement Area to as good as or better condition as the property existed prior to said damage occurring at Grantee's sole expense.

It is understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the Grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed drainage easement, and/or any other damage, right or claim whatsoever, except as stated hereinabove.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantors and the Grantee, there being no oral agreements or representations of any kind.

WITNESS OUR SIGNATURES on this the 28th day of January, 2020.

Signature/Date:  01/28/20

Print Name: Derek R. Arrington

Signature/Date:  01-28/2020

Print Name: Amy B. Arrington

THE STATE OF MISSISSIPPI

COUNTY OF Forrest

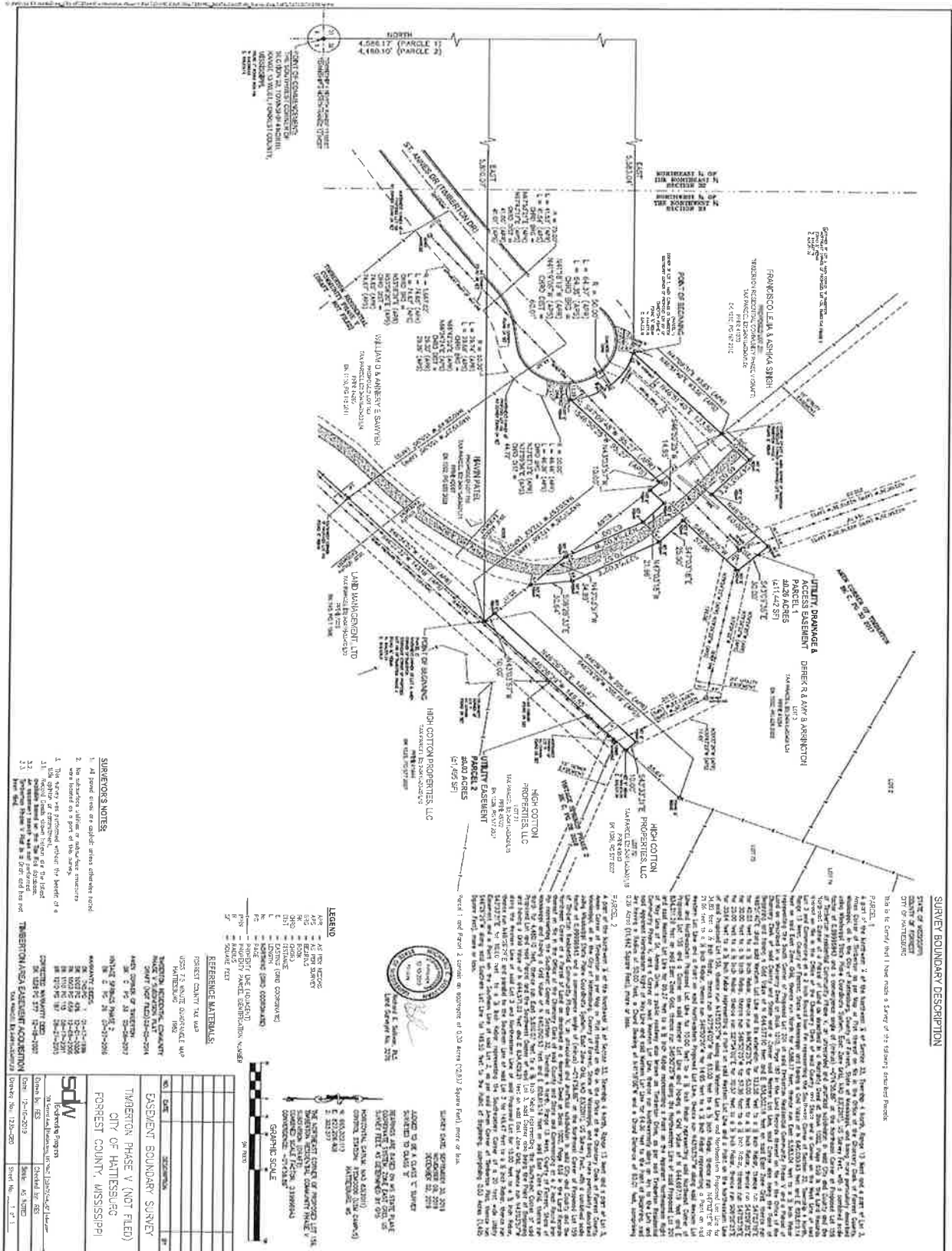
CITY OF Hattiesburg

Personally appeared before me, the undersigned authority in and for the said county and state, on this 28th day of January, 2020, within my jurisdiction, the within named, Derek R. Arrington and Amy B. Arrington, who acknowledged that they executed the above and foregoing instrument.



Mona Fountain (NOTARY PUBLIC)

My commission expires: Jan. 11, 2024





Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, February 18, 2020

Re: Approve Specifications and Authorize Publication of Advertisement for Term Bids for (1) one Vacuum Truck for the City of Hattiesburg Water and Sewer Department.

File Number: 2020-112
Minute Book #

Summary

Approve Specifications and Authorize Publication of Advertisement for Term Bids for (1) one Vacuum Truck for the City of Hattiesburg Water and Sewer Department.

Recommendation Statement

I recommend approval of advertisement for the Vacuum Truck for the Water and Sewer Department.

Please place this on the February 18, 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 bids in the following manner:

Proposals will be accepted until 10:00a.m. On Thursday, March 12, 2020, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401. Vendors must supply prices with their proposal. A bid form is provided. The bid form should be filled out and uploaded by the date and time stated above.

Specifications and procedures 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.

Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic 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 March 19, 2020, at 10:30a.m.

(1) VACUUM TRUCK .

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID 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 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 informalities.

PUBLISHED by Order of the Council on this, the 18th day of February, 2020.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton/s/
CITY CLERK

VACUUM TRUCK SPECIFICATIONS

CHASSIS

25,900 MGVWR , DIESEL 250HP +.

TANK

STANDARD FEATURES:

- Tank Capacity of 1,800 Gallons*
 - 1/4" thick A36 tank shell*
 - 56" diameter heads with 156" shell length*
 - Internal stiffeners as required for pressure / vacuum*
 - Anti-surge baffles resists surging during starting and stopping*
 - The Tank is mounted using Pac-Mac designed frame mounted spring bolts*
 - Primary shut off system with a 6" stainless steel float ball is located in the front top center of the tank*
 - Platform to access primary shutoff with grab handle welded to tank*
 - Three 5" sight eyes located in the rear head*
 - 4" intake in rear head with stand pipe and deflector; TTMA flange connection*
 - 6" Discharge in the lowest section of tank at rear; TTMA flange connection*
 - All intakes and discharge to have knife valves, cam locks, & chained dust caps*
 - Half coupling in top with brass pressure relief valve*
 - Hose trays spanning the shell length with drains*
 - Rubber liner between hose trays & tank prevent debris from slinging onto tank*
 - Pac-Mac designed rear bumper to protect valves*
 - 20" manway near center on top of tank*
 - 20" manway on rear head*
 - Hose hooks on rear head for storage and transportation*
 - Standard White (Additional Colors available upon request at additional cost)*
 - All LED and DOT required lighting:*
 - Two (2) rear work lights located at top of rear head*
 - One (1) work light located at vacuum pump*
 - Beacon light located at rear of tank*
 - System controls to be accessible from the ground*
 - Variable speed control for PTO allows operator to adjust RPM at pump*
 - Two part epoxy sealer on tank; hand sanded for a smooth topcoat finish*
 - Two part polyurethane topcoat on unit*
- Vacuum System:**
- Driven from PTO to right angle gear box*
 - Secondary shutoff with drain to match pump*
 - Muffler/ oil catch with drain to match pump*
 - 520 cfm. capable of 28"hg.*



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, February 18, 2020

Re: Approve Plans and Specifications for the Hattiesburg American Building Reroof project and Authorize publication of advertisement for bids.
File Number: 2020-103
Minute Book #

Summary

Approve Plans and Specifications for the Hattiesburg American Building Reroof project and Authorize publication of advertisement for bids.

Recommendation Statement

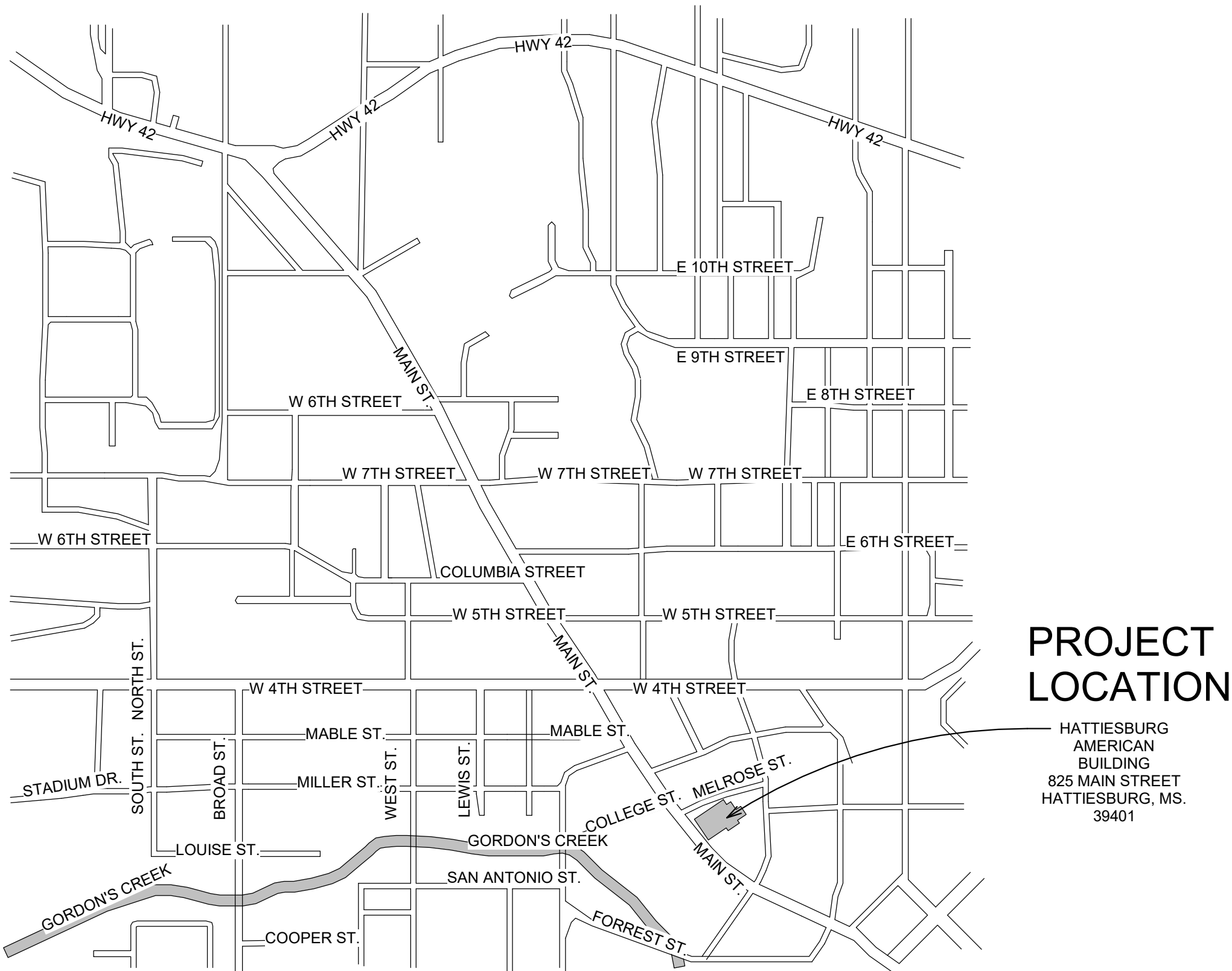
I recommend approval of this item.

Please place this on the February 18, 2020 City Council meeting for consideration.

HATTIESBURG AMERICAN REROOF

CITY OF HATTIESBURG

HATTIESBURG, MISSISSIPPI



LANDRY
LEWIS
GERMANY
ARCHITECTS, P. A.
5211 OLD HIGHWAY 11, HATTIESBURG, MS 39402
P: 601.271.7711 WWW.LLGARCH.COM
CREATING LANDMARKS SINCE 1910...

INDEX OF DRAWINGS

COVER	TITLE COVER SHEET
ARCHITECTURAL A1.1	ROOF PLAN AND DETAILS

HATTIESBURG AMERICAN REROOF
826 MAIN STREET HATTIESBURG MS 39401
CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

LANDRY
LEWIS
GERMANY
ARCHITECTS, P. A.
5211 OLD HIGHWAY 11, HATTIESBURG, MS 39402
P: 601.271.7711 WWW.LLGARCH.COM

SET NO. _____
CN 19-3754
1-24-2020



NEW WORK GENERAL NOTES:

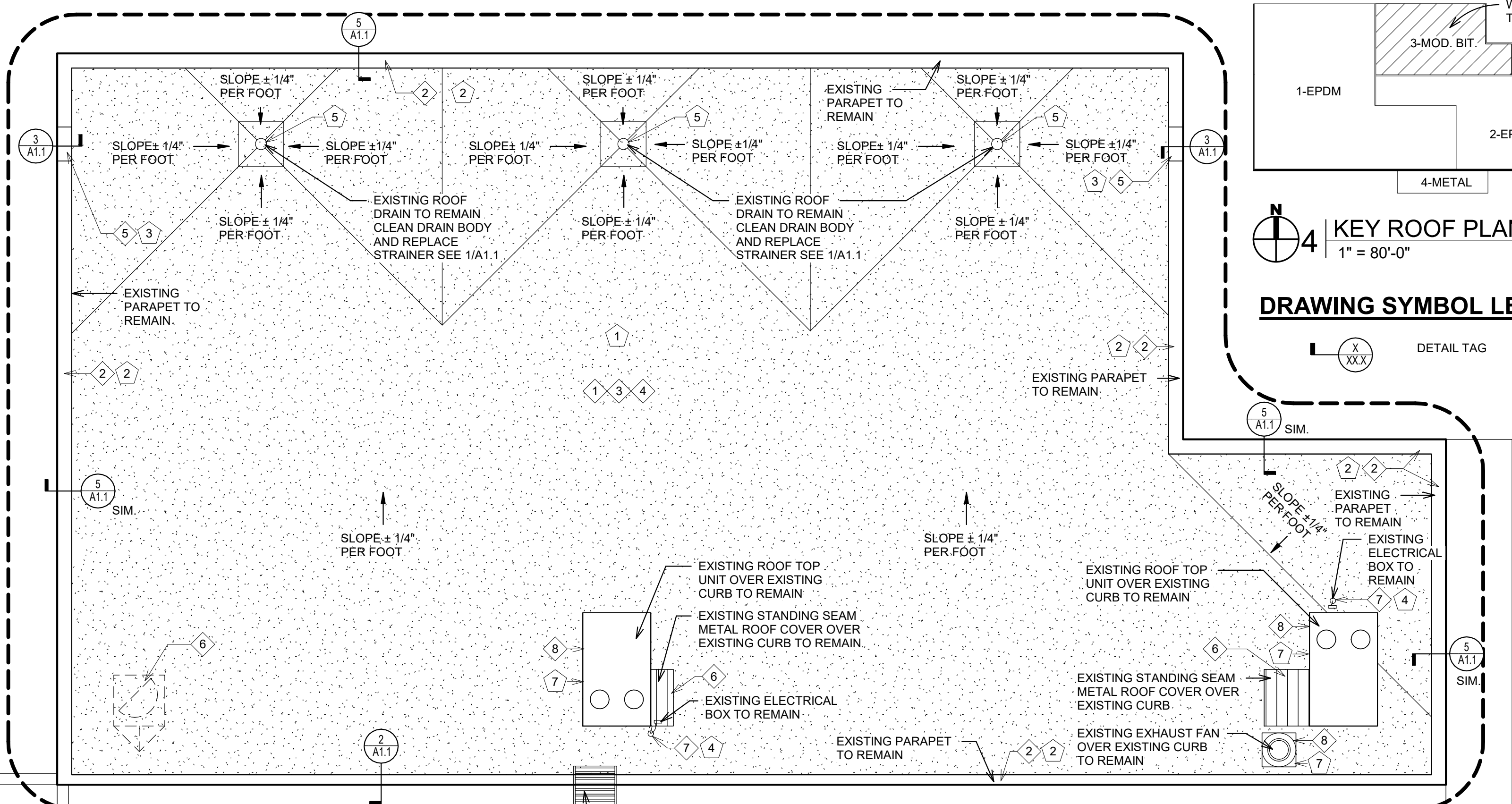
1. THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FULLY FAMILIAR AND AWARE OF ANY AND ALL EXISTING CONDITIONS AND SITUATIONS. FAILURE TO DO SO WILL NOT RELIEVE THE CONTRACTOR OF PERFORMING WORK REQUIRED BY THE CONTRACT DOCUMENTS.
2. INSTALL NEW MODIFIED BITUMINOUS ROOFING AS SPECIFIED AND INDICATED ON DRAWINGS. INSTALL NEW ROOF SYSTEM OVER EXISTING TECTUM DECK. INSTALL NEW ROOF WITH ALL NECESSARY REQUIRED ACCESSORIES IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND STANDARD DETAILS. INSTALL ALL NECESSARY FLASHINGS, SEALANTS, ETC. AS REQUIRED AND AS PER MANUFACTURER'S RECOMMENDATIONS AND STANDARD DETAILS TO ENSURE A WATERTIGHT SEAL OF THE ENTIRE ROOF AND ALL PENETRATIONS. CONTRACTOR IS RESPONSIBLE FOR DOCUMENTING LOCATION OF ALL PENETRATIONS AND ROOF ITEMS THAT REQUIRE WORK AND SHALL INCLUDE ALL NECESSARY WORK IN BID.
3. VERIFY QUANTITY AND LOCATIONS OF MISCELLANEOUS SMALL DIAMETER PIPE VENTS AND PENETRATIONS. CONTRACTOR IS TO NOTE THESE PRIOR TO BIDDING AND INSTALL NECESSARY BOOTS AND OTHER FLASHING AS PER ROOFING MANUFACTURER'S SPECIFICATIONS AND STANDARD DETAILS. PROTECT ALL EXISTING ROOF PENETRATIONS AND ITEMS FROM DAMAGE. CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED BY THE WORK.
4. INSTALL ALL NEW ROOFING MATERIALS, FLASHINGS, SEALANTS, BLOCKING, ETC. AS PER MFR. STANDARD DETAILS AND RECOMMENDATIONS AND AS REQUIRED TO PROVIDE A WATERTIGHT SEAL OF THE ENTIRE ROOF.
5. INSTALL NEW FLASHING AT ALL VENT PIPE PENETRATIONS PER MFR. STANDARD DETAILS.
6. CLEAN AND PREPARE EXISTING SUBSTRATES FOR NEW WORK AS REQ'D. NOTE ANY DAMAGED OR DETERIORATING AREAS AND BRING TO THE ATTENTION OF THE ARCHITECT IMMEDIATELY. SEE ALTERNATE NUMBER ONE.
7. THE CONTRACTOR SHALL NOT REMOVE MORE WORK THAN CAN BE FULLY REPAIRED/REPLACED IN A SINGLE WORKING PERIOD. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR LEAVE THE FACILITY INTERIOR EXPOSED TO THE WEATHER BETWEEN WORKING PERIODS.
8. INSTALL CRICKETS AS REQUIRED AT ALL EXISTING EQUIPMENT CURBS, ETC. TO PROVIDE POSITIVE DRAINAGE TO ROOF DRAINS.
9. THE CONTRACTOR IS TO INSTALL NEW CURB FLASHING AND BLOCKING AS REQUIRED TO INSTALL NEW WORK. THIS WILL INCLUDE THE REMOVAL OF THE EXISTING ROOF TOP EQUIPMENT AND EXISTING METAL ROOF PANELS OVER CURBS. THE EQUIPMENT AND ROOF PANELS SHALL BE PROTECTED FROM DAMAGE AND REINSTALLED AS REQUIRED AFTER INSTALLATION OF NEW ROOF AND CURBS.

KEYED DEMOLITION NOTES

1. REMOVE EXISTING BUILT-UP ROOF, PROTECTION BOARD AND TAPERED INSULATION SHOWN IN THE CONSTRUCTION LIMITS. DOWN TO THE EXISTING TECTUM DECK. VERIFY THE INTEGRITY AND SUITABILITY OF THE EXISTING TECTUM DECK AND BRING ANY AREAS REQUIRING REPAIR TO THE ATTENTION OF THE ARCHITECT. PREPARE EXISTING DECK AS REQUIRED TO INSTALL NEW ROOFING SYSTEMS AS SPECIFIED. SEE ALTERNATE NUMBER ONE FOR DECKING.
2. PERIMETER EDGE FLASHING/TRIM AND CAP ASSEMBLY TO BE REMOVED AS REQUIRED TO INSTALL NEW WORK AS RECOMMENDED BY MANUFACTURER. REMOVE ANY DAMAGED BLOCKING AS REQUIRED TO INSTALL NEW WORK.
3. EXISTING ROOF ITEMS (VENTS, HOODS, ETC.) TO REMAIN. PROTECT FROM DAMAGE.
4. REMOVE ALL EXISTING VENT FLASHING AND PIPING FLASHING, IN CONSTRUCTION LIMITS. CONTRACTOR IS TO VERIFY ALL QUANTITIES AND SIZES.
5. REMOVE EXISTING SCUPPER FLASHING AND DAMAGED BLOCKING AS REQUIRED TO INSTALL NEW WORK.
6. REMOVE EXISTING SATELLITE DISH, CURB, CRICKET, DAMAGED BLOCKING, DAMAGED DECK AND FLASHING AS REQUIRED TO INSTALL NEW WORK.
7. REMOVE EXISTING PENETRATION POCKET AND SEALER AS REQUIRED TO INSTALL NEW WORK.
8. REMOVE EXISTING CURB FLASHING AND DAMAGED CURB AND BLOCKING AS REQUIRED TO INSTALL NEW WORK.

RENOVATION NOTES

1. INSTALL NEW 2 PLY MODIFIED BITUMINOUS ROOF SYSTEM 1/2" PROTECTION BOARD, AND TAPERED INSULATION OVER EXISTING TECTUM DECKING SEE ALTERNATE NUMBER 1 FOR DECKING.
2. INSTALL PERIMETER EDGE FLASHING/TRIM AND CAP ASSEMBLY AS RECOMMENDED BY MANUFACTURER. REPLACE ANY DAMAGED BLOCKING WITH TREATED 2X AS REQUIRED.
3. INSTALL NEW SCUPPER FLASHING AS REQUIRED TO ACHIEVE WATER TIGHT CONDITION AS RECOMMENDED BY MANUFACTURER. REPLACE ANY DAMAGED BLOCKING WITH TREATED 2X AS REQUIRED.
4. INSTALL NEW PENETRATION POCKET, POURABLE SEALER, AND SHEET METAL HOOD AS RECOMMENDED BY ROOF MANUFACTURER. SEE 6/A1.1.
5. INSTALL NEW ROOF DRAIN SCREENS AND BASKETS OVER EXISTING ROOF DRAINS. SEE 7/A1.1.
6. EXISTING STANDING SEAM METAL ROOF PANELS TO REMAIN. REPLACE DAMAGED PANELS AS REQUIRED.
7. INSTALL NEW CURB FLASHING AND 2X BLOCKING AS REQUIRED TO INSTALL NEW WORK. SEE 8/A1.1.

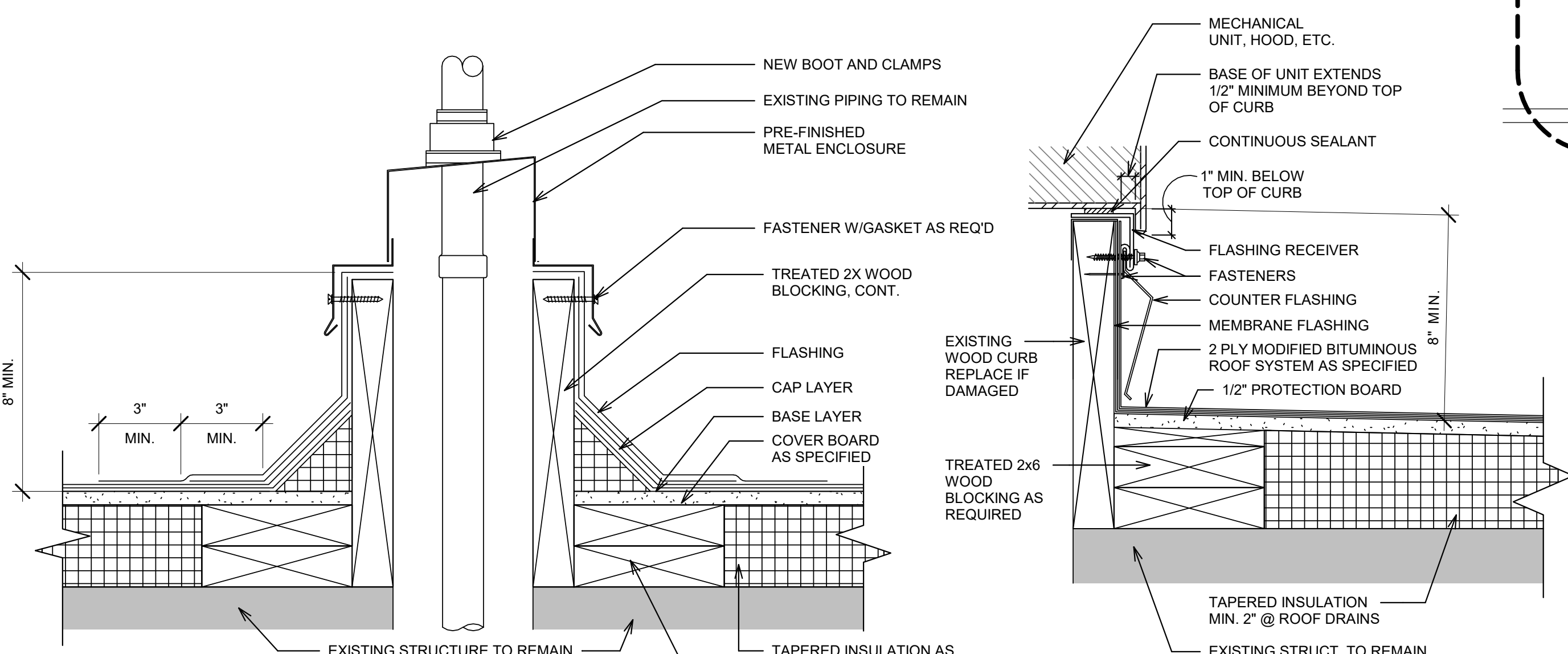


4 KEY ROOF PLAN
1" = 80'-0"

DRAWING SYMBOL LEGEND

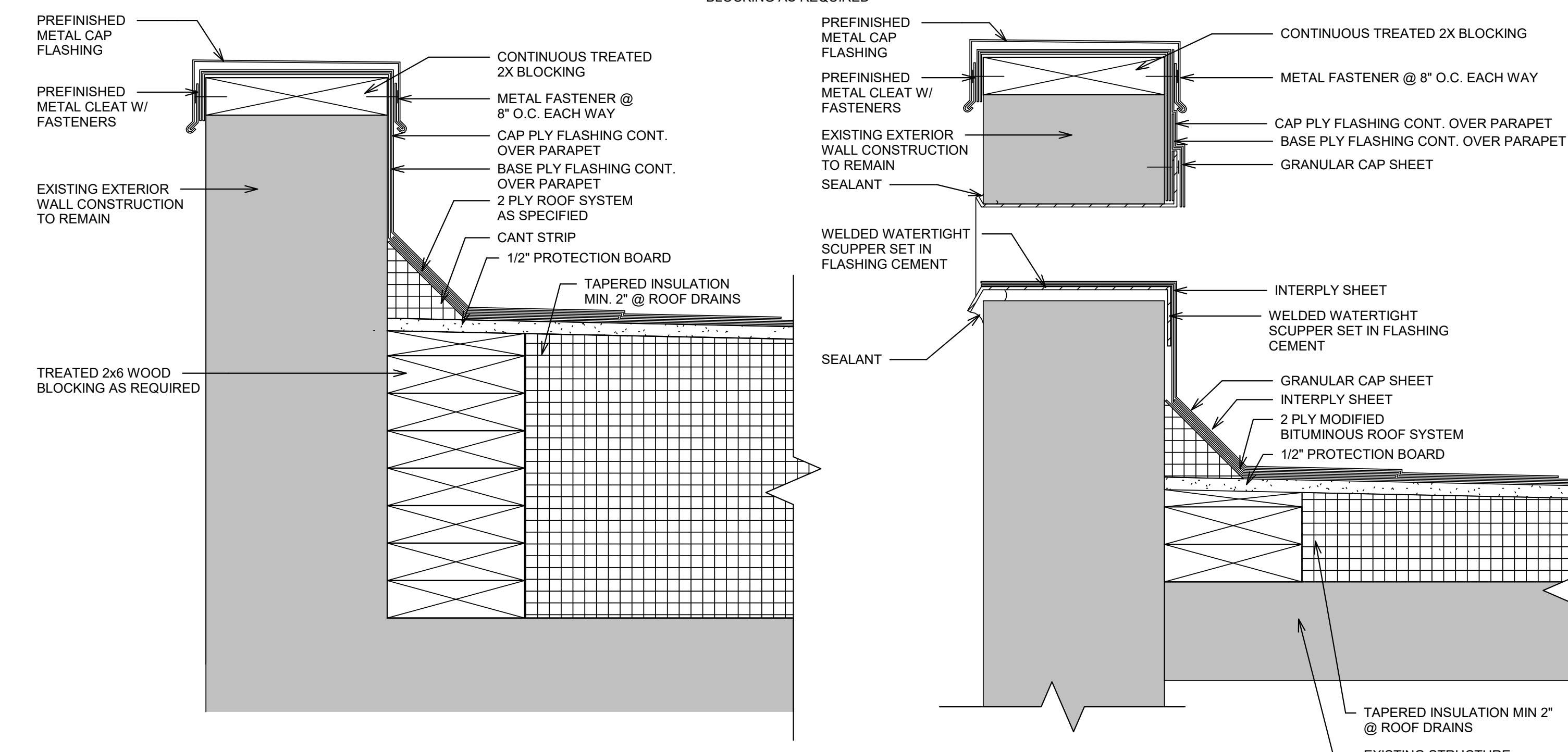
DETAIL TAG

1-EPDM
2-EPDM
3-MOD. BIT.
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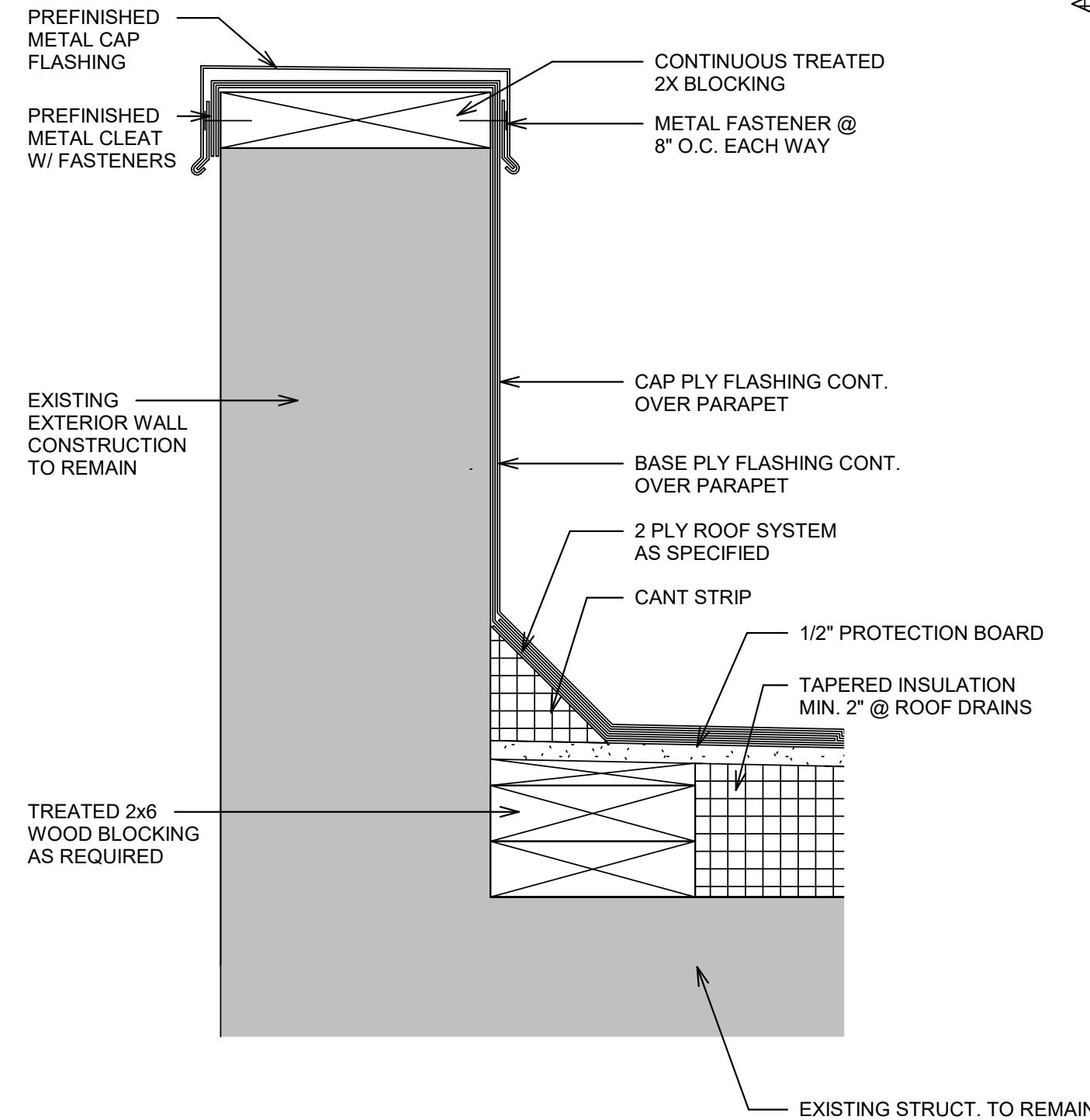
9 VTR DETAIL
3" = 1'-0"

8 ROOF CURB
3" = 1'-0"



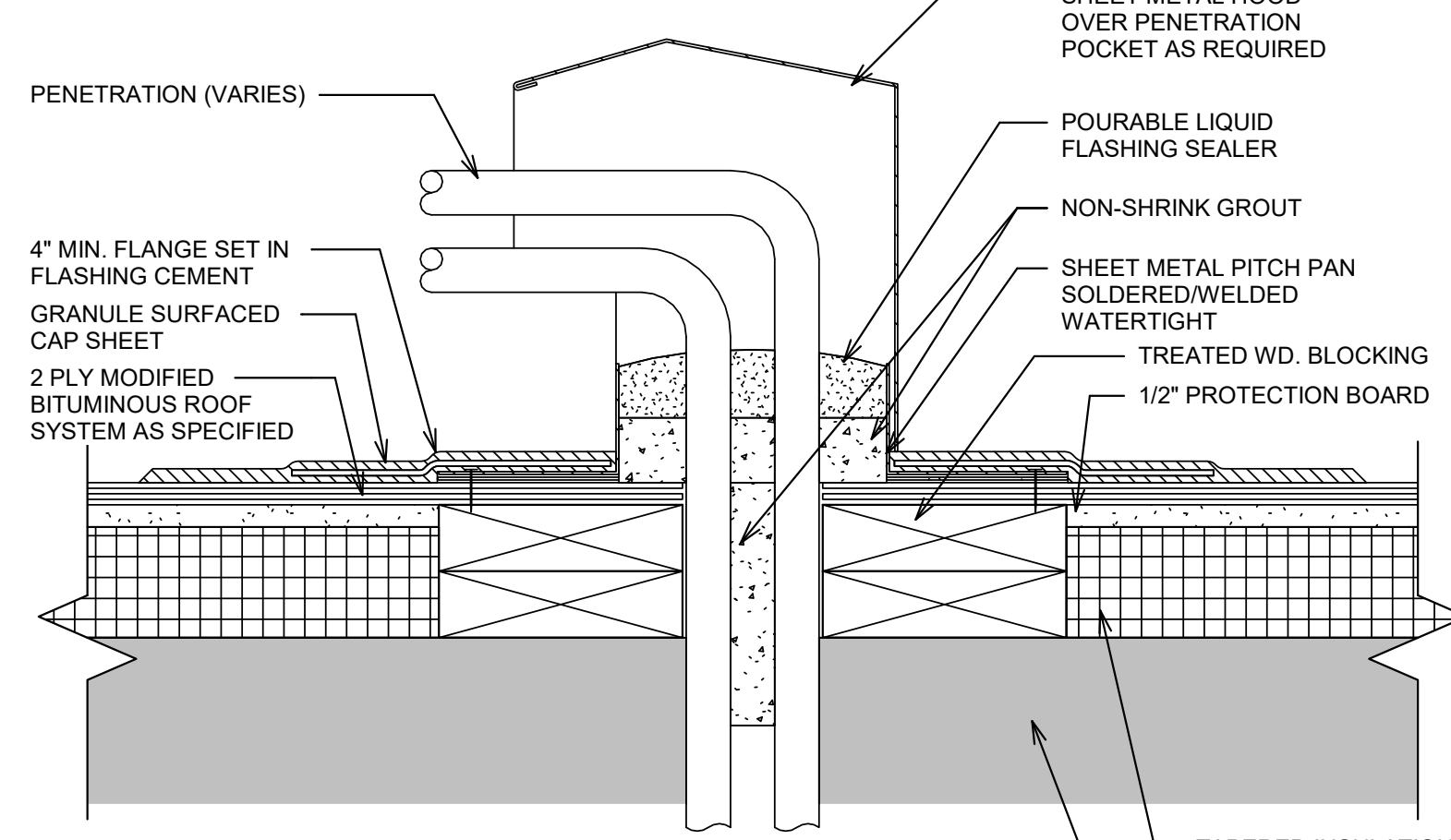
2 DETAIL @ PARAPET
3" = 1'-0"

3 SCUPPER DETAIL
3" = 1'-0"

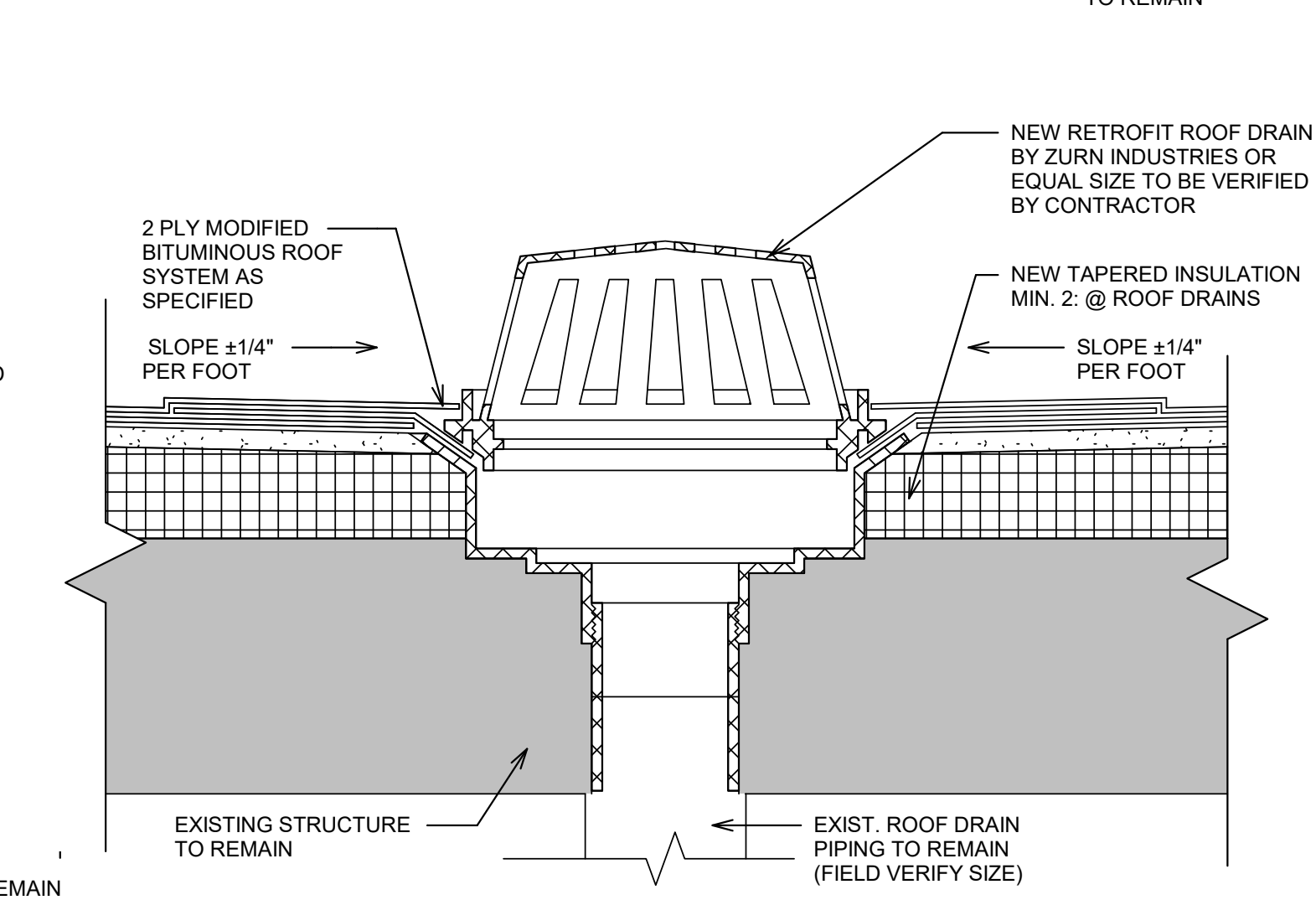


5 PARAPET LOW SIDE
3" = 1'-0"

- NOTES:
1. ROOF DRAIN LOCATIONS ARE EXISTING AND MAY VARY FROM WHAT IS SHOWN. CONTRACTOR IS TO VERIFY ROOF DRAIN LOCATIONS AND ADJUST SLOPES ACCORDINGLY TO MEET MANUFACTURER'S RECOMMENDATIONS.
 2. STIPPLED AREA INDICATES INSTALLATION OF NEW 2 PLY MODIFIED BITUMINOUS ROOF SYSTEM AS SPECIFIED.



6 PENETRATION POCKET DETAIL
3" = 1'-0"



7 ROOF DRAIN
3" = 1'-0"

DRAWN

CES

CHECKED

CJL

FINAL DATE

1-24-2020

REVISION SCHEDULE

REV # REV DATE

LANDRY
LEWIS
GERMANY
ARCHITECTS, P.A.
5211 OLD HIGHWAY 11 HATTIESBURG, MS 39402
P. 601.271.7711 WWW.LLGARCH.COM
CREATING LANDMARKS SINCE 1910...

SHEET TITLE
ROOF PLAN AND DETAILS

PROJECT
HATTIESBURG AMERICAN REROOF
826 MAIN STREET HATTIESBURG,
MS 39401
CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI



CN 19-3754

SHEET NUMBER

A1.1

SECTION 00 11 13 ADVERTISEMENT FOR BIDS

At the option of the bidder, Sealed Bids, in duplicate and/or bids submitted electronically via www.llgarchplans.com will be received by the City of Hattiesburg until **10:00 a.m.** on March 26th, 2020, in the City Council Chambers at Hattiesburg City Hall, 200 Forrest Street, Hattiesburg, MS 39401 at which time and place they will be publicly opened and read for construction of the following project:

**HATTIESBURG AMERICAN BLDG. RE-ROOF
CITY OF HATTIESBURG
HATTIESBURG, MS**

A single bid will be received for the complete project.

Bids may be submitted in person or, for those interested, bids can be electronically submitted at www.llgarchplans.com under the project name. Bid documents are available online for viewing and ordering at www.llgarchplans.com. Plan holders and bidders are required to log-in or register for a free account to view and order Bid Documents and to submit bids electronically. A valid email address is required for registration. Documents are available via paper copy or pdf. Bid Documents must be purchased through www.llgarchplans.com. Any questions regarding website registration and online orders should be directed to Plan House at (601) 336-6378.

The bid bond shall be payable unconditionally to City of Hattiesburg. Bids on the project must be received on or before the period scheduled for the project and no bid may be withdrawn after the scheduled closing time for the project, for a period of 45 days. All bids submitted must comply with requirements of Title 31, Chapter 3 (§31-3-1 et seq.) of Mississippi Code of 1972 as amended.

Award will be made based on the Lowest and Best Bid received in accordance with Title 31, Chapter 7 (§31-7-13 et seq.) of Mississippi code of 1972 as amended. The owner reserves the right to reject any and all bids and to waive informalities.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

TITLE: Kermas Eaton, City Clerk

Published on February 27, 2019 and March 5th, 2020

Return Proof to LLG Architects, PA
5211 Old Highway 11
Hattiesburg, MS 39402

Hattiesburg American Reroof City of Hattiesburg

HATTIESBURG, MISSISSIPPI

CN 19-3754

January 24, 2019

**PROJECT
MANUAL
SET NO**

SECTION 00 01 01 PROJECT TITLE PAGE

PROJECT MANUAL

1.01 Project Information

Project Name: Hattiesburg American ReRoof

Project Location: Hattiesburg, Mississippi

Issue Date: 1/24/2020

CN# 19-3754

1.02 Architect Information

Landry Lewis Germany Architects, P.A.

5211 Old Highway 11

Hattiesburg, MS 39402

601-271-7711

www.llgarch.com

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END OF SECTION

SECTION 00 01 07 – INDEX TO SPECIFICATIONS

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SECTION 00 01 15 LIST OF DRAWING SHEETS

CONTRACT DRAWINGS

1.01 LIST OF DRAWINGS

1.01.A. Drawings consist of the Contract Drawings and other drawings listed on the Table of Contents page of the separately bound drawing set, as modified by subsequent Addenda and Contract modifications:

1. Titled: HATTIESBURG AMERICAN REROOF
2. Dated: 12/20/2019

LIST OF DRAWINGS

2.01 List of Drawings: Drawings consist of the following Contract Drawings and other drawings of type indicated:

2.01.A. Architect:

1. Landry Lewis Germany Architects, P.A., 5211 Old Highway 11, Hattiesburg, MS 39402
2. Responsible for Divisions 01-49 Sections except where indicated as prepared by other design professionals of record below.

COVER TITLE COVER SHEET

A1.1 ROOF PLAN AND DETAILS

END OF SECTION

SECTION 00 11 13 ADVERTISEMENT FOR BIDS

At the option of the bidder, Sealed Bids, in duplicate and/or bids submitted electronically via www.llgarchplans.com will be received by the City of Hattiesburg until **10:00 a.m.** on March 26th, 2020, in the City Council Chambers at Hattiesburg City Hall, 200 Forrest Street, Hattiesburg, MS 39401 at which time and place they will be publicly opened and read for construction of the following project:

**HATTIESBURG AMERICAN BLDG. RE-ROOF
CITY OF HATTIESBURG
HATTIESBURG, MS**

A single bid will be received for the complete project.

Bids may be submitted in person or, for those interested, bids can be electronically submitted at www.llgarchplans.com under the project name. Bid documents are available online for viewing and ordering at www.llgarchplans.com. Plan holders and bidders are required to log-in or register for a free account to view and order Bid Documents and to submit bids electronically. A valid email address is required for registration. Documents are available via paper copy or pdf. Bid Documents must be purchased through www.llgarchplans.com. Any questions regarding website registration and online orders should be directed to Plan House at (601) 336-6378.

The bid bond shall be payable unconditionally to City of Hattiesburg. Bids on the project must be received on or before the period scheduled for the project and no bid may be withdrawn after the scheduled closing time for the project, for a period of 45 days. All bids submitted must comply with requirements of Title 31, Chapter 3 (§31-3-1 et seq.) of Mississippi Code of 1972 as amended.

Award will be made based on the Lowest and Best Bid received in accordance with Title 31, Chapter 7 (§31-7-13 et seq.) of Mississippi code of 1972 as amended. The owner reserves the right to reject any and all bids and to waive informalities.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

TITLE: Kermas Eaton, City Clerk

Published on February 27, 2019 and March 5th, 2020

Return Proof to LLG Architects, PA
5211 Old Highway 11
Hattiesburg, MS 39402

SECTION 00 21 13 INSTRUCTIONS TO BIDDERS

FORM OF INSTRUCTIONS TO BIDDERS

- 1.01 SEE AIA A701, INSTRUCTIONS TO BIDDERS following this document.
- 1.02 The instructions in this document amend or supplement the Instructions to Bidders and other provisions of the Bidding and Contract Documents.
- 1.03 RELATED DOCUMENTS
 - 1.03.A. Document 011000 - Summary.
 - 1.03.B. Document 001113 - Advertisement for Bids.
 - 1.03.C. Document 004213 - Proposal Form.
 - 1.03.D. Document 007300 - Supplementary Conditions:

MODIFICATIONS TO FORM OF INSTRUCTION TO BIDDERS

- 2.01 The following modifications to AIA A701, INSTRUCTIONS TO BIDDERS amend or supplement the Instructions to Bidders and other provisions of the Bidding and Contract Documents as follows;
- 2.02 ARTICLE 4 BIDDING PROCEDURES
 - 2.02.A. Add Subsection 4.2.1.1, "Each bid must be accompanied by the bidder's certified check or a bid bond, duly executed by the bidder as principal and having surety thereon, a surety company approved by the Owner and signed by an agent resident of Mississippi, in the amount of five percent (5%) of the bid. All bid bonds must be accompanied by an appropriate Power of Attorney designating the Mississippi Resident Agent."
 - 2.02.B. Add Subsection 4.3.1.1, "Bids shall be submitted as directed in Document 00 11 13 - Advertisement for Bids. Bids may be submitted in person or, for those interested, bids can be electronically submitted at www.llgarchplans.com under the project name."
 - 2.02.C. Add Subsection 4.4.4, "After submission of the bid, but prior to the closing time of the bid opening the bidder may modify their sealed bid by indicating on the outside of the sealed bid envelope a deduction or add to the base bid or to any alternates which may be appropriate. The modification must be initialed by the bidder or bidders authorized representative and include the date and time of the modification. No bid modifications can be made by fax, e-mail or telephone."
- 2.03 ARTICLE 5 CONSIDERATION OF BIDS
 - 2.03.A. Add Subsection 5.3.3, "If the contract is awarded, the Owner shall give the apparent successful Bidder a Notice of Award within forty-five (45) calendar days after the date of the Bid opening."
 - 2.03.B. Add Subsection 5.3.4, "The contractors, if requested by the Owner, shall require all contractors that submit a Bid to submit a Proposed Project Schedule and Schedule of Values to the Architect/Engineer within seventy-two (72) hours of the bid opening. If the contract is bid per the Unit Price Form, then the submission of the Schedule of Values is not required."
 - 2.03.C. Add Subsection 5.3.5, "Where required by law, award will be made based on the Lowest and Best Bid received in accordance with Title 31, Chapter 7 (§31 7 13 et seq.) of

Mississippi Code of 1972 as amended. The Owner reserves the right to reject any and all bids and to waive informalities."

SUPPLEMENTARY INSTRUCTIONS

3.01 LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

- 3.01.A. The successful bidder, upon his failure or refusal to execute and deliver the contract and bond required within ten days after he has received notice of the acceptance of his bid, will forfeit to the Owner as liquidated damages the security deposited with his bid.

3.02 PRE-BID CONFERENCE

- 3.02.A. A pre-bid conference may be held on March 19, 2020 at 10:00 a.m. at the office of Landry, Lewis, Germany Architects, P.A. Present will be the Architect, representatives of the Owner relative to administration and maintenance. General Contractors and other sub-contractors are encouraged to attend.

END OF SECTION

AIA[®] Document A701[™] – 2018

Instructions to Bidders

for the following Project:
(Name, location, and detailed description)

Hattiesburg American ReRoof
Hattiesburg, Mississippi
CN 19-3754

THE OWNER:

(Name, legal status, address, and other information)

City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

THE ARCHITECT:

(Name, legal status, address, and other information)

Landry Lewis Germany Architects, P.A.
5211 Old Highway 11
Hattiesburg, Mississippi 39402

TABLE OF ARTICLES

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| 5 | CONSIDERATION OF BIDS |
| 6 | POST-BID INFORMATION |
| 7 | PERFORMANCE BOND AND PAYMENT BOND |
| 8 | ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS |

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612[™]–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

ARTICLE 1 DEFINITIONS

§ 1.1 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 bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Paragraphs deleted)

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

VIA email - shane@llgarch.com

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Paragraphs deleted)

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

(Insert the form and amount of bid security.)

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

As indicated in the Advertisement for Bids

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted.

(Paragraphs deleted)

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

(Paragraphs deleted)

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013.)

.5 Drawings

Number	Title	Date
Section 00 10 15	List of Drawing Sheets	01/24/2020

.6 Specifications

Section	Title	Date
Index 00 00 01	Index to Specifications	01/24/2020

.7 Addenda:

Number	Date	Pages
To be determined		

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017.)

[] The Sustainability Plan:

Title	Date	Pages
-------	------	-------

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents listed below:
(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

SECTION 00 42 13 PROPOSAL FORM

PROPOSAL OF (HEREINAFTER CALLED "BIDDER"),

Firm Name: _____ ,

Operating as a _____ (corporation/a partnership/an individual)

Doing (State) Business as _____ .

FOR **CITY OF HATTIESBURG**, (HEREINAFTER CALLED "OWNER").

The Bidder, in compliance with your advertisement for bids for the construction of the following project:

**HATTIESBURG AMERICAN REROOF
CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
LANDRY LEWIS GERMANY ARCHITECTS, P.A.
PROJECT CN# 19-3754**

and having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below. these prices are to cover all expenses incurred in performing the work required under the contract documents of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "notice to proceed" from the architect and to substantially complete the project within the following consecutive calendar days; _____ (bidder insert days).

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

No. _____, No. _____, No. _____

No. _____, No. _____, No. _____

BASE BID: Bidder agrees to perform all of the general, mechanical, and electrical construction, and all other work shown on drawings or specified herein for the sum of:

_____,
\$ _____

Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

ALTERNATE PROPOSALS: REFER TO SECTION 01 23 00 ALTERNATES. THE FOLLOWING ALTERNATES WHICH MODIFY THE SCOPE OF THE WORK PER SECTION 01 23 00 MAY BE SELECTED BY THE OWNER AS IT DETERMINES SUCH TO BE IN ITS BEST INTEREST:

1.01.A. Alternate No. 1: REPLACEMENT OF EXISTING TECTUM DECKING

“The contractor is to remove the entire existing tectum decking and replace it with new tectum decking to match the existing depth as required to install new work within the construction limits.”

_____,
\$ _____

OWNERS RIGHTS:

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

BID SECURITY:

Enclosed is a bid bond signed by a Mississippi Agent or certified check payable to the Owner in the sum equal to at least five percent (5%) of the base bid. This sum is to become the property of the Owner in the event the contract, Contract Bond and Certificate of Insurance are not executed within ten (10) days of Notification of Bidder of acceptance of bid. These liquidated damages are for the delay and additional expense to the Owner.

BIDDER QUALIFICATIONS:

I certify that I meet all qualifications specified for this project, and that for Base Bids exceeding \$50,000.00 I possess a Mississippi Certificate of Responsibility valid for this project.

Mississippi Certificate of Responsibility Number _____ .

Note: when the bidder is a joint venture, the joint venture Mississippi Certificate of Responsibility Number is _____ .

OR the joint venture member firms and their respective Mississippi Certificate of Responsibility Numbers are _____ .

BIDDER CERTIFIES THAT HE IS: (INITIAL)

a Mississippi Resident Contractor _____

OR a Non Resident Contractor _____

WHEN A NON RESIDENT CONTRACTOR SUBMITS A BID FOR A MISSISSIPPI PUBLIC PROJECT, HE SHALL ATTACH THERETO A COPY OF HIS RESIDENT STATE'S CURRENT LAW PERTAINING TO SUCH STATE'S TREATMENT OF NON RESIDENT CONTRACTOR AS

REQUIRED BY TITLE 31, CHAPTER 3 - 31-3-21 (3) OF THE MISSISSIPPI CODE OF 1972 AS
AMENDED.

ACCEPTANCE

I agree to hold this proposal open for acceptance for 45days after the bid date and certify that I
am authorized to enter my firm into a binding contract if this proposal is accepted.

SIGNATURE

Date: _____ .

Name: _____ .

Title: _____ .

Firm: _____ .

(Exact name of firm corresponding to Mississippi Certificate of Responsibility Number
and Bid Bond as applicable and as it is to appear in a contract).

Address: _____ .

City/State/Zip: _____ .

Office: (____) _____

Cell: (____) _____

END OF PROPOSAL

END OF SECTION

SECTION 00 50 00 CONTRACT FORMS AND SUPPLEMENTS

PART 1 GENERAL

1.01 AGREEMENT AND CONDITIONS OF THE CONTRACT

- 1.01.A. The Agreement form is AIA A101.
- 1.01.B. The General Conditions form is AIA A201.
- 1.01.C. Power of Attorney: Attorneys in fact who sign contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

1.02 FORMS

- 1.02.A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in Contract Documents.
- 1.02.B. Bond Forms:
 - 1. Bid Bond Form: AIA A310.
 - 2. Performance and Payment Bond Form: AIA A312. Bond shall include payment of taxes.
- 1.02.C. Post-Award Certificates and Other Forms:
 - 1. Schedule of Values Form: AIA G703.
 - 2. Application for Payment Forms: AIA G702 with AIA G703 (for Contractors).
- 1.02.D. Clarification and Modification Forms:
 - 1. Architect's Supplemental Instructions Form: AIA G710.
 - 2. Construction Change Directive Form: AIA G714.
 - 3. Change Order Form: AIA G701.

1.03 REFERENCE STANDARDS

- 1.03.A. AIA A101 - Standard Form of Agreement Between Owner and Contractor where the basis of Payment is a Stipulated Sum 2017.
- 1.03.B. AIA A201 - General Conditions of the Contract for Construction 2017.
- 1.03.C. AIA A310 - Bid Bond 2010.
- 1.03.D. AIA A312 - Performance Bond and Payment Bond 2010.
- 1.03.E. AIA G701 - Change Order 2017.
- 1.03.F. AIA G702 - Application and Certificate for Payment 1992.
- 1.03.G. AIA G703 - Continuation Sheet 1992.
- 1.03.H. AIA G710 - Architect's Supplemental Instructions 2017.
- 1.03.I. AIA G714 - Construction Change Directive 2017.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 00 72 00 GENERAL CONDITIONS

FORM OF GENERAL CONDITIONS

- 1.01 Document A-201, issued by the American Institute of Architects, 2017 edition, relates to the work of this project and is hereby made part of this Contract, a copy of which follows.
- 1.01.A. The Contractor is hereby specifically directed, as a condition of the Contract, to obtain the necessary number of copies of Document A 201, to acquaint himself with the Articles contained therein and to notify and apprise all subcontractors, suppliers, and any other parties to the contract or individuals or agencies engaged on the work as to its contents.
- 1.01.B. No contractual adjustments shall be due or become exigent as a result of failure on the part of the contractor to fully acquaint himself and all other parties to the contract with the conditions of Document A 201.

RELATED REQUIREMENTS

- 2.01 SECTION 007300 - Supplementary Conditions.
- 2.02 SECTION 014216 - Definitions.

SUPPLEMENTARY CONDITIONS

- 3.01 REFER TO DOCUMENT 007300 - Supplementary Conditions FOR AMENDMENTS TO THESE GENERAL CONDITIONS.

END OF SECTION



AIA[®] Document A201[™] – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Hattiesburg American ReRoof
City of Hattiesburg
CN 19-3754

THE OWNER:

(Name, legal status and address)

City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39404

THE ARCHITECT:

(Name, legal status and address)

Landry Lewis Germany Architects, P.A.
5211 Old Highway 11
Hattiesburg, Mississippi 39402

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ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503[™], Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely

upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 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 Sections 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 under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, 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 Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during

expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;

- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

SECTION 00 73 00 SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.01 INTRODUCTION

- A. The following supplements modify the “General Conditions of the Contract for Construction”, AIA Document A201-2017. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

1.02 ARTICLE 1 GENERAL PROVISIONS

A. §1.1.7 Instruments of Service

1. Add the following Sections:

- a. §1.1.7.1 The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

B. §1.2 Correlation and Intent of the Contract Documents

1. Add the following Sections after Section 1.2.2:

- a. §1.2.2.1 In the case of conflicts or discrepancies between Drawings and Division 2-50 of the Specifications or within or among the Contract Documents and not clarified by addendum, the Architect will determine which takes precedence in accordance with Sections 4.2.11, 4.2.12, and 4.2.13. Interpretations will be based on the following priorities:

- 1) .1 Modifications
- 2) .2 The Agreement
- 3) .3 Addenda, with those of later date having precedence over those of earlier date
- 4) .4 The Supplementary Conditions
- 5) .5 The General Conditions of the Contract for Construction
- 6) .6 Division 1 of the Specifications
- 7) .7 Drawings and Divisions 2-50 of the Specifications
- 8) .8 Other Documents specifically enumerated in the Agreement as part of the Contract Documents

C. §1.7 Digital Data Use and Transmission

1. Add the following Sections:

- a. §1.7.1 Contractor’s Use of Instruments of Service in Electronic Form.
- b. §1.7.1.1 The Architect may, with the concurrence of the Owner, furnish to the Contractor versions of instruments of Service in electronic form. The Contract Documents executed or identified in accordance with Subparagraphs 1.1.2 and 1.1.7 shall prevail in case of an inconsistency with versions made through electronic operations involving computers.

- c. §1.7.1.2 The Contractor shall not transfer or reuse instruments of Service in electronic form without prior written consent of the Architect.

D. Add Section §1.9 Periodic Meetings

1. Add the following Sections:

- a. §1.9.1 Representatives of the Owner, Contractor and Architect shall meet periodically at mutually agreed-upon intervals for the purpose of establishing procedures to facilitate cooperation, communication and timely responses among the participants.
- b. §1.9.2 By participating in this arrangement, the parties do not intend to create additional contractual obligations or modify the legal relationships which may otherwise exist.

1.03 ARTICLE 2 OWNER

A. §2.3 Information and Services Required of the Owner

1. Delete §2.3.6 and substitute the following:

- a. §2.3.6 The Owner shall furnish the Contractor one set of PDF Contract Documents. Additional contract documents may be provided from on hand copies produced and returned during the bidding process. The Contractor may purchase additional copies or print the pdf documents at his own expense.

1.04 ARTICLE 3 CONTRACTOR

A. §3.2 Review of Contract Documents and Field Conditions by Contractor

1. Add the following Section:

- a. §3.2.5 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for evaluating and responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation. Reimbursements may be funds retained in the Contractor's Application for Payment.

B. §3.4 Labor and Materials

1. Add the following after Section 3.4.2:

- a. §3.4.2.1 After the Contract has been executed, the Owner and the Architect will consider requests for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications). By making requests for substitutions, the Contractor:
 - 1) .1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all aspects to that specified.

- 2) .2 represents that the Contractor will provide the same warranty for the substitution as the Contractor would have provided for the product specified.
 - 3) .3 certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, except for the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
 - 4) .4 shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
- b. §3.4.2.2 The Owner shall be entitled to reimbursement from the Contractor amounts paid to the Architect for reviewing the Contractor's proposed substitutions and to make agreed-upon changes in the Drawings and Specifications resulting from such Substitutions. Reimbursements may be funds retained in the Contractor's Application for Payment.
- C. §3.8 Allowances
1. Delete §3.8.2.2 and substitute the following:
 - a. §3.8.2.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; except that if installation is included as part of the allowance in Division 1-50 of the Specifications, the installation and labor costs for greater or lesser quantities of Work shall be determined in accordance with Article 7;
- D. §3.9 Superintendent
1. Delete §3.9.2 and substitute the following:
 - a. §3.9.2 The Contractor, as soon as practicable after award of the Contract, but no later than the preconstruction conference, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.
 2. Delete §3.9.3 and substitute the following:
 - a. §3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.
 3. Add the following Section:
 - a. §3.9.4 The Contractor shall employ a superintendent or an assistant to the superintendent who will perform as a coordinator for mechanical and electrical Work. The coordinator shall be knowledgeable in mechanical and electrical

systems and capable of reading, interpreting and coordinating Drawings, Specifications, and shop drawings pertaining to such systems. The coordinator shall assist the Subcontractors in arranging space conditions to eliminate interference between the mechanical and electrical systems and other Work and shall supervise the preparation of coordination drawings documenting the spatial arrangements for such systems within restricted spaces. The coordinator shall assist in planning and expediting the proper sequence of delivery of mechanical and electrical equipment to the site. Space priorities within restricted areas shall be: (1) mechanical systems, (2) plumbing systems, (3) fire sprinkler piping systems.

E. §3.12 Shop Drawings, Product Data and Samples

1. Add the following Section:

- a. §3.12.11 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and one (1) resubmittal. The Owner is entitled to obtain reimbursement from the Contractor amounts paid to the Architect for evaluation of additional resubmittals. Reimbursements may be funds retained in the Contractor's Application for Payment.

1.05 ARTICLE 4 ARCHITECT

A. §4.2 Administration of the Contract

1. Add the following after Section 4.2.2:

- a. §4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work. Reimbursements may be funds retained in the Contractor's Application for Payment.

2. Add the following after Section 4.2.14:

- a. §4.2.14.1 Contractor's request for information shall be prepared and submitted in accordance with Division 1 "General Requirements" sections on AIA Document G716-2004. The Architect will return without action requests for information that does not conform to requirements of the Contract Documents.

1.06 ARTICLE 5 SUBCONTRACTORS

A. §5.2 Award of Subcontracts and Other Contracts for Portions of the Work

1. Add the following Section:

- a. §5.2.5 Not later than twenty-one days after the date of commencement of the Work, the Contractor shall furnish in writing to the Owner through the Architect the names of persons or entities proposed as subcontractors, manufacturers, fabricators, material suppliers, equipment suppliers, and systems for the products, identified in the General Requirements (Division 1 of the Specifications).

1.07 ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

A. §6.1 Owner's Right to Perform Construction and to Award Separate Contracts

1. Add the following Section:

- a. §6.1.5 The Contractor, including his subcontractors, shall keep informed of the progress and the detailed work of the Owner or other Contractors and shall immediately notify the Architect of lack of progress or delays by other Contractors which are affecting Contractor's Work. Failure of Contractor to keep informed of the progress of the work of the Owner or other Contractors and / or failure of Contractor to give notice of lack of progress or delays by the Owner or other Contractors shall be deemed to be acceptance by Contractor of the status of progress by other Contractors for the proper coordination and completion of Contractor's Work. If, through acts or neglect on the part of the Contractor, the Owner or any other Contractor or subcontractor shall suffer loss or damage or assert any claims of whatever nature against the Owner, the Contractor shall defend, indemnify and hold harmless the Owner from any such claims or alleged damages, and the Contractor shall resolve such alleged damages or claims directly with the other Contractors or subcontractors.

1.08 ARTICLE 7 CHANGES IN THE WORK

A. §7.1 General

1. Add the following Section:

- a. §7.1.4 The combined overhead and profit included in the total cost to the Owner of a change in the Work shall be based on the following schedule:
 - 1) For the Contractor, the Work performed by the Contractor's own forces, fifteen percent of the cost.
 - 2) For the Contractor, for Work performed by the Contractor's Subcontractors, five percent of the amount due the Subcontractor.
 - 3) For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, ten percent of the cost.
 - 4) For each Subcontractor involved, for Work performed by the Subcontractor's Sub-subcontractor, ten percent of the amount due the Sub-subcontractor.
 - 5) Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.4.
 - 6) In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over Five Hundred Dollars be approved without such itemization.

1.09 ARTICLE 8 TIME

A. §8.2 Progress and Completion

1. Delete §8.2.1 and substitute the following:

- a. §8.2.1 Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work and that the Contractor is fully capable of properly completing the work within the Contract time.
- B. §8.3 Delays and Extension of Time
 1. Delete §8.3.1 and substitute the following:
 - a. §8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine. However, to the fullest extent permitted by law, and notwithstanding any other provisions in the Contract Documents, the Owner, and the Architect and their agents and employees shall not be liable for any damage for delay whether for direct or indirect costs, extended home office overhead, idle or inefficient labor or equipment, cost escalations or monetary claims of any nature arising from or attributable to delay by any cause whatsoever. The Contractor's sole and exclusive right and remedy for delay by any cause whatsoever is an extension of the Contract Time but no increase in the Contract Sum.
 2. Delete §8.3.2 and substitute the following:
 - a. §8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15. Any delay, interference, hindrance or disruption, from whatever source or cause, in the progress of the Contractor's Work shall be a basis for an extension of time unless the delay, interference hindrance or disruption is (1) the fault and the responsibility of the Contractor, its subcontractors and suppliers and (2) directly affects the overall completion of the Work as reflected on the critical path of the updated Construction Schedule. The contractor expressly agrees that the Owner shall have the benefit of any float in the construction schedule and delay in construction activities which do not affect the overall completion of the work does not entitle the Contractor to any extension in the Contract Time.
 - 1) .1 Any claims by the Contractor for an increase in Contract Time must follow the procedures and limits set forth in Article 15 "Claims and Disputes" including, but not limited to the requirement that the Contractor give notice of any claim for extension in Contract Time within twenty-one (21) days after occurrence of the event giving rise to such claim.

3. Add the following Sections:

- a. §8.3.4 This provision specifies the procedure for the determination of time extensions for unusually severe weather. In order for the Owner and Architect to award a time extension under this clause, the following conditions must be satisfied:
 - 1) .1 The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during the time allotted to achieve Substantial Completion.
 - 2) .2 The unusually severe weather must actually cause a delay in the completion of the project. The delay must be beyond the control and without the fault of negligence of the contractor.
- b. §8.3.5 The schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for weather time evaluations. The Contractor's activity durations for inclusion in the progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.
- c. §8.3.6 Monthly anticipated adverse weather delay workdays based on five (5) day work week, unless Contractor stipulates a different work schedule prior to Notice to Proceed.
- d. §8.3.7 Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor shall record on the daily report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on the overall projects' critical activities for 50 percent or more of the contractor's scheduled workday. The number of actual adverse weather days shall include days impacted by adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph 8.3.5 above, the Owner and the Architect will convert any qualifying delays to calendar days giving full consideration for equivalent fair weather workdays and issue a modification in accordance with the contract.

1.10 ARTICLE 9 PAYMENTS AND COMPLETION

A. §9.3 Applications for Payment

- 1. Delete §9.3.1 and substitute the following:
 - a. §9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall

reflect retainage if provided for in the Contract Documents. The form of Application for Payment, duly notarized, shall be a current authorized edition of AIA Document G702™-1992, Application and Certificate for Payment, supported by a current authorized edition of AIA Document G703™-1992, Continuation Sheet.

2. Add the following after Section 9.3.1.2:

- a. §9.3.1.3 Until final payment, the Owner will hold retainage in the amount of five percent (5%) and the amount retained by the prime contractor from each payment due the subcontractor shall not exceed the percentage withheld by the owner from the prime contractor. On contracts of which the total amount is Two Hundred Fifty Thousand Dollars (\$250,000.00) or greater, or on any contract with a subcontract, regardless of amount, five percent (5%) shall be retained until the work is at least fifty percent (50%) complete, on schedule and satisfactory in the architect's and/or engineers opinion, at which time fifty percent (50%) of the retainage held to date shall be returned to the prime contractor for distribution to the appropriate subcontractors and suppliers. Provided, however, that future retainage shall be withheld at the rate of two and one-half percent (2 ½ %).
- b. §9.3.1.4 The full contract retainage may be reinstated if the manner of completion of the work and its progress do not remain satisfactory to the Architect.
- c. §9.3.1.5 The contractors shall submit with each Application for Payment a monthly certification to the project architect listing subcontractors and payments to those subcontractors paid by funds received from the prior Application for Payment. This certification shall be submitted on a form entitled "Affidavit Certifying Payment To All Subcontractors" and will be provided to the contractor by the architect.

B. §9.8 Substantial Completion

1. Add the following after Section 9.8.3:

- a. §9.8.3.1 The Architect will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for additional inspections. Reimbursements may be funds retained in the Contractor's Application for Payment.

C. §9.10 Final Completion and Final Payment

1. Add the following after Section 9.10.1:

- a. §9.10.1.1 The Architect will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for additional inspections. Reimbursements may be funds retained in the Contractor's Application for Payment.

D. Add Section §9.11 Liquidated Damages:

1. Add the following Sections:

- a. §9.11.1 It is hereby understood and mutually agreed, by and between the contractor and the Owner, that the date of beginning, rate of progress, and the time of completion of the work to be done hereunder are essential conditions of this contract, and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the work order.
- b. §9.11.2 The contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure substantial completion thereof within the time specified. It is expressly understood and agreed by and between the contractor and the Owner, that the time of completion of the work described herein is a reasonable time for the completion of same, taking into consideration the average climactic range and usual industrial conditions, prevailing in this locality.
- c. §9.11.3 If the said contractor shall neglect, fail or refuse to complete the work within the time herein specified, then the contractor does hereby agree as a part of the consideration for the awarding of this contract to pay to the Owner the amount specified herein, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the contract shall be in default after the time stipulated for completing the work.
- d. §9.11.4 The said amount is fixed and agreed upon by and between the contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amounts shall be retained from time to time by the Owner from current periodical estimates.
- e. §9.11.5 It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever. Where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to unforeseeable cause beyond the control and without the fault of the contractor, including, but not restricted to, extreme acts of God, or the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, and quarantine restrictions: provided; however, that the contractor shall, within seven (7) days from the beginning of such delay, notify the Owner, in writing of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the contractor within a reasonable time of its decision in the matter.
- f. §9.11.6 The contractor is familiar with the weather in the area; therefore, contractor has considered and computed weather in contractor's calculation of time necessary to complete this contract within the specified calendar days and

accordingly agrees that rain, dryness, heat or cold will not be a basis for extension of the completion date, unless otherwise stipulated in the Contract Documents.

- g. §9.11.7 It is agreed and understood that the project be substantially complete on or before the time set forth on the Contractor's proposal form commencing on a date set forth in a notice to proceed from the Architect to the Contractor. If the said contractor shall neglect, fail or refuse to complete the work within the time specified herein, then the contractor shall pay to the Owner the sum of \$500.00 for each and every calendar day after the time stipulated herein for the substantial completion of the work and the Owner may deduct the said sum of \$500.00 per day from any balance due the contractor, as liquidated damages for loss and default as herein set forth, as herein set forth, which daily sum is agreed to be a reasonable sum for liquidated damages for this project.

1.11 ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

A. §10.2 Safety of Persons and Property

1. Add the following after Section 10.2.4:

- a. §10.2.4.1 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the Owner reasonable advance notice in writing.

1.12 ARTICLE 11 INSURANCE AND BONDS

A. §11.1 Contractor's Insurance and Bonds

1. Add the following after Section 11.1.1:

- a. §11.1.1.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:

1) General Liability (Commercial General Liability Including XCU):

- a) General Aggregate: \$1,000,000 Aggregate.
- b) Products & Completed Operations: \$1,000,000 Aggregate.
- c) Personal & Advertising Injury: \$500,000 Per Occurrence.
- d) Bodily Injury & Property Damage: \$500,000 Per Occurrence.
- e) Fire Damage Liability: \$50,000 Per Occurrence.
- f) Medical Expense: \$5,000 Per Person.

2) Owners & Contractors Protective Liability:

- a) Bodily Injury and Property Damage: \$1,000,000 Aggregate
- b) Bodily Injury & Property Damage: \$500,000 Per Occurrence

3) Automobile Liability (Owned, Non-owned & Hired Vehicles):

- a) Contractor Insurance Option Number 1:
 - 1. Bodily Injury and Property Damage (Combined Single Limit):\$500.000 Per Occurrence.
- b) Contractor Insurance Option Number 2:

1. Bodily Injury: \$250,000 Per Person.,
2. Bodily Injury: \$500,000 Per Accident.,
3. Property Damage: \$100,000 Per Occurrence.
- 4) Excess Liability (Umbrella on projects over \$500,000):
 - a) Bodily Injury & Property Damage (Combined Single Limit):
\$1,000,000 Aggregate
- 5) Workers' Compensation: (As Required by Statute)
- 6) Employers' Liability:
 - a) Accident: \$100,000 Per Occurrence.
 - b) Disease: \$500,000 Policy Limit.
 - c) Disease: \$100,000 Per Employee.
- 7) Property Insurance:
 - a) General Builder's Risk: Equal to Value of Work.
- b. §11.1.1.2 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:
 - 1) Premises Operations (including X, C and U coverages as applicable).
 - 2) Independent Contractors' Protective
 - 3) Products and Completed Operations.
 - 4) Personal Injury Liability with Employment Exclusion deleted
 - 5) Contractual, including specified provision for Contractor's obligation under paragraph 3.18.2 Owned, non-owned and hired motor vehicles.
 - 6) Broad Form Property Damage including Completed Operations.
- c. §11.1.1.3 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.
- d. §11.1.1.4 If this insurance is written on a Commercial General Liability policy form, the certificates shall be ACORD form 25-S, completed and supplemented in accordance with AIA Document G715™-1991, Instruction Sheet and Supplemental Attachment for ACORD Certificate of Insurance 25-S.
- e. §11.1.1.5 Performance Bond and Payment Bond:
 - 1) The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100 percent of the Contract Sum.
 - 2) The Contractor shall deliver the required bonds to the Owner not later than three days following the date the Agreement is entered into, or if

the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

- 3) The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

B. §11.2 Owner's Insurance

1. Delete §11.2.1 and substitute the following:
 - a. §11.2.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.
2. Add the following Sections:
 - a. §11.2.1.1 If the Owner is damaged by the failure of the Contractor to purchase and maintain such insurance without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs attributable thereto.
3. Delete §11.2.2 and substitute the following:
 - a. §11.2.2 Failure to Purchase Required Property Insurance. If the Contractor fails to purchase and maintain the required property insurance, with all the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, The Contractor shall inform the Owner in writing prior to commencement of the Work. Upon receipt of notice from the Contractor, the Owner may delay commencement of the Work and may obtain insurance that will protect the interests of the parties and deduct costs of insurance from contract by change order. If the Owner is damaged by the failure of the Contractor to purchase and maintain such insurance without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs attributable thereto.
4. Delete §11.2.3 and substitute the following:
 - a. §11.2.3 Notice of Cancellation or Expiration of Contractor's Required Property Insurance. The Contractor shall provide written notice of any cancellation or expiration of coverages required at least 30 days prior to any lapse in coverage event. Failure to notify Owner of any lapse in coverage event is the sole responsibility of the Contractor and any damages to the Owner or the Property shall be the Contractor's responsibility to bear all costs. Such notice requirement shall appear on the policy coverages page.
5. Delete §11.4 in its entirety.
6. Delete §11.5 in its entirety.

1.13 ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

A. §12.2 Correction of Work:

1. Add the following after Section 12.2.2.3:

- a. §12.2.2.4 Upon request by the Owner and prior to the expiration of one year from the date of Substantial Completion, the Architect will conduct, and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

1.14 ARTICLE 15 CLAIMS AND DISPUTES

A. §15.1.6 Claims for Additional Time

1. Delete §15.1.6.2 and substitute the following:

a. §15.1.6.2 Unusually Adverse Weather Delays:

- 1) .1 The Contractor shall anticipate delays in the progress of the Work, due to adverse weather, during the stipulated Contract Time in the amount of days published in recognized official data. If documented evidence (from recognized official data) indicates weather delays in excess of this amount, then they shall be declared as unusually adverse weather and then the Contractor may be granted an Extension of Time for each Work Day, in excess of the normal days, in which the weather prevented work on the Project Site for fifty (50) percent or more of the Contractor's "Normal Work Day", but only if such prevented work was critical to the timely completion of the project.
- 2) .2 Contractor's "Normal Workday" shall be defined on the basis of Hours Per Day/Days Per Week as stated by the Contractor at the beginning of the Project. Example: If the Contractor indicates that his "normal" (regular) schedule is a 6-Day Work Week, meaning Monday through Saturday, then a rain on Sunday (since not a scheduled Workday) will not necessarily delay the Work of the Project. However, site conditions, as a result of the rain, could partially or fully prevent scheduled outside work on Monday (and thereafter) thereby making the Contractor eligible to apply for a Weather Delay Extension of Time on the basis of the conditions stated in the paragraph above.

2. Add the following Sections:

- a. §15.1.6.3 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.
- b. §15.1.6.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the causes of delay which may have concurrent

or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

B. §15.1.7 Waiver of Claims for Consequential Damages

1. Delete §15.1.7 and substitute the following:

a. §15.1.7 Waiver of Claims for Consequential Damages. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. If, before expiration of 30 days from the date of execution for this agreement, the Owner obtains by separate agreement and furnishes to the Contractor a similar mutual waiver of all claims from the Architect against the Contractor for consequential damages which the Architect may incur as a result of any act or omission of the Owner or Contractor, then the waiver of consequential damages by the Owner and Contractor contained in this subparagraph 15.1.7 shall be applicable to claims by the Contractor against the Architect. This mutual waiver includes:

- 1) Damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- 2) Damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising from the Work.

C. Delete §15.3 Mediation in its entirety including all subsections.

D. Delete §15.4 Arbitration in its entirety including all subsections.

E. Add Section §15.3 Resolution of Claims and Disputes

1. Add the following Sections:

a. §15.3.1 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Architect, the Architect will notify the parties in writing that the Architect's decision will be made within seven days. After receipt of the Architect's decision, either party may file a claim in court for resolution of the dispute. However, any action or suit filed in court shall only be filed in the Chancery Court of the County of the Owner's principal place of business. In the event a legal action or suit is filed in a court other than the designated court, then the other party shall be entitled to have a case transferred to the designated court and be reimbursed for all attorney's fees and expenses incurred in transferring the case.

- b. §15.3.2 Attorney's Fees: In the event of default or breach by any party hereto, the non-defaulting party shall have the right to enforce this contract and/or seek damages for its breach in the Courts of the county of the Owner's principal place of business. In addition to such other damages as may be provided herein or as may be proved by the non-defaulting party, the defaulting party shall be liable and responsible for all attorney's fees, court costs, expert witness fees or other out of pocket expenses incurred by the non-defaulting party as a result, directly or indirectly, of the breach or default by the defaulting party.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 10 00 SUMMARY

PART 1 GENERAL

1.01 PROJECT IDENTIFICATION

- 1.01.A. Project Name: **HATTIESBURG AMERICAN REROOF**
- 1.01.B. Owner's Name: **CITY OF HATTIESBURG**
- 1.01.C. Architect's Name: **Landry Lewis Germany Architects, P.A.**
- 1.01.D. Drawings and Project Manual dated: 01/24/2020

1.02 ABBREVIATED WRITTEN SUMMARY

- 1.02.A. Briefly, and without force and effect upon contract documents, work of contract can be summarized as follows:
 - 1. The work consists of the removal of an existing 2 ply modified bituminous roof and tapered insulation down to existing roof substrate, replacement of the substrate if found to be damaged, and the installation of new tapered roof insulation and 2 ply modified roof system, flashing, and other items as recommended by the roofing manufacturer to achieve a water tight condition.
- 1.02.B. Refer to the following Sections for additional information related to the scope of work.
 - 1. Alternates as described in Section 01 23 00 – ALTERNATES are included in the scope of work.

1.03 OWNER OCCUPANCY

- 1.03.A. Owner intends to occupy the Project upon Substantial Completion.
- 1.03.B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- 1.03.C. Schedule the Work to accommodate Owner occupancy.

END OF SECTION

SECTION 01 23 00 ALTERNATES

PART 1 GENERAL

1.01 PROJECT IDENTIFICATION

- 1.01.A. Project Name: HATTIESBURG AMERICAN REROOF
- 1.01.B. Owner's Name: CITY OF HATTIESBURG
- 1.01.C. Architect's Name: LANDRY LEWIS GERMANY ARCHITECTS, P.A.
- 1.01.D. Drawings and Project Manual dated: 01/24/2020

1.02 ABBREVIATED WRITTEN SUMMARY

- 1.02.A. Briefly, and without force and effect upon contract documents, work of contract can be summarized as follows:
 - 1. The work consists of the removal and installation of the existing 2 ply modified bituminous roof system including but not limited to; 2 ply membrane, protection board and rigid insulation down to the existing tectum decking shown in the drawings of the existing Hattiesburg American building.
- 1.02.B. Refer to the following Sections for additional information related to the scope of work.

1.03 ALTERNATES

- 1.03.A. ALTERNATE 001: REPLACEMENT OF EXISTING TECTUM DECKING
 - “The contractor is to remove the entire existing tectum decking and replace it with new tectum decking deck to match the existing depth as required to install new work within the construction limits.”

1.04 OWNER OCCUPANCY

- 1.04.A. Owner intends to occupy the Project upon Substantial Completion.
- 1.04.B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- 1.04.C. Schedule the Work to accommodate Owner occupancy.

END OF SECTION

SECTION 01 25 13 - PRODUCTS AND SUBSTITUTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS:

- A. Definitions: "Products" is defined to include purchased items for incorporation into the work, regardless of whether specifically purchased for project or taken from Contractor's stock of previously purchased products. "Materials," is defined as products which must be substantially cut, shaped, worked, mixed, finished, refined or otherwise fabricated, processed, installed or applied to form units of work. "Equipment" is defined as products with operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, etc.). Definitions in this paragraph are not intended to negate the meaning of other terms used in contract documents, including "specialties," "systems," "structure," "finishes," "accessories," "furnishings," "special construction," and similar terms, which are self-explanatory and have recognized meanings in the construction industry.
- B. Substitutions: The requirements for substitutions do not apply to specified Contractor options on products and construction methods. Revisions to contract documents, where requested by Owner, Architect or Engineer, are "changes" not "substitutions." Requested substitutions during bidding period, which have been accepted prior to Bid Date, are included in contract document and are not subject to requirements for substitutions as specified herein. Contractor's determination of and compliance with governing regulations and orders issued by governing authorities do not constitute "substitutions;" and do not constitute a basis for change orders, except as provided for in contract documents. Otherwise, Contractor's requests for changes in products, materials and methods of construction required by contract documents are considered requests for "substitutions," and are subject to requirements hereof.
- C. Standards: Refer to Division-1 section "Definitions and Standards" for applicability of industry standards to products of project, and for acronyms used in text of specification sections.

1.3 QUALITY ASSURANCE:

- A. Source Limitations: To the greatest extent possible for each unit of work, provide products, materials or equipment of a singular generic kind and from a single source.
- B. Compatibility of Options: Where more than one choice is available as options for Contractor's selection of a product or material, select an option which is compatible with other products and materials already selected (which may have been from among options for those other products and materials). Total compatibility among options is not assured by limitations within contract

documents but must be provided by Contractor. Compatibility is a basic general requirement of product/material selections.

1.4 SUBMITTALS:

- A. Requests for Substitutions: Submit 3 copies, fully identified for product or method being replaced by substitution, including related specification section and drawing number(s), and fully documented to show compliance with requirements for substitutions. Include product data/drawings, description of methods, samples where applicable, Contractor's detailed comparison of significant qualities between specified item and proposed substitution, statement of effect on construction time and coordination with other affected work, cost information or proposal, and Contractor's statement to the effect that proposed substitution will result in overall work equal-to-or-better-than work originally indicated.

1.5 PRODUCT DELIVER-STORAGE-HANDLING:

- A. General: Deliver, handle and store products in accordance with manufacturer's recommendations and by methods and means which will prevent damage, deterioration, and loss including theft. Control delivery schedules to minimize long-term storage of products at site and overcrowding of construction spaces. In particular, provide delivery/installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other sources of loss.

1.6 WARRANTIES (GUARANTEES):

- A. Categories of Specific Warranties: Warranties on the work are in several categories, including those of General Conditions, and including (but not necessarily limited to) the following specific categories related to individual units of work specified in sections of Divisions 2 through 16 of these specifications:
- B. Special Project Warranty (Guarantee): A warranty specifically written and signed by Contractor for a defined portion of the work; and, where required, countersigned by subcontractor, installer, manufacturer or other entity engaged by Contractor.
- C. Specified Product Warranty: A warranty which is required by contract documents, to be provided for a manufactured product incorporated into the work; regardless of whether manufacturer has published a similar warranty without regard for specific incorporation of product into the work, or has written and executed a special project warranty as a direct result of contract document requirements.
- D. Coincidental Product Warranty: A warranty which is not specifically required by contract documents (other than as specified in this Section); but which is available on a product incorporated into the work, by virtue of the fact that manufacturer of product has published warranty in connection with purchases and uses of product without regard for specific applications except as otherwise limited by terms of warranty.

- E. Refer to individual sections of Divisions 2 through 16 for the determination of units of work which are required to be specifically or individually warranted, and for the specific requirements and terms of those warranties (or guarantees).
- F. General Limitations: It is recognized that specific warranties are intended primarily to protect Owner against failure of the work to perform as required, and against deficient, defective and faulty materials and workmanship, regardless of sources. Except as otherwise indicated, specific warranties do not cover failures in the work which result from: 1) Unusual and abnormal phenomena of the elements, 2) The Owner's misuse, maltreatment or improper maintenance of the work, 3) Vandalism after time of substantial completion, or 4) Insurrection or acts of aggression including war.
- G. Related Damages and Losses: In connection with Contractor's correction of warranted work which has failed, remove and replace other work of project which has been damaged as a result of such failure, or must be removed and replaced to provide access for correction of warranted work.
- H. Consequential Damages: Except as otherwise indicated or required by governing regulation, special project warranties and product warranties are not extended to cover damage to building contents (other than work of Contract) which occurs as a result of failure of warranted work.
- I. Reinstatement of Warranty Period: Except as otherwise indicated, when work covered by a special project warranty or product warranty has failed and has been corrected by replacement or restoration, reinstate warranty by written endorsement for the following time period, starting on date of acceptance of replaced or restored work.
 - 1. A period of time ending upon date original warranty would have expired if there had been no failure.
- J. Replacement Cost, Obligations: Except as otherwise indicated, costs of replacing or restoring failing warranted units or products is Contractor's obligation, without regard for whether Owner has already benefited from use through a portion of anticipated useful service lives.
- K. Rejection of Warranties: Owner reserves the right, at time of substantial completion or thereafter, to reject coincidental product warranties submitted by Contractor, which in opinion of Owner tend to detract from or confuse interpretation of requirements of contract documents.
- L. Contractor's Procurement Obligations: Do not purchase, subcontract for, or allow others to purchase or sub-subcontract for materials or units of work for project where a special project warranty, specified product warranty, certification or similar commitment is required, until it has been determined that entities required to countersign such commitments are willing to do so.

PART 2 - PRODUCTS

2.1 GENERAL PRODUCT COMPLIANCE'S:

- A. General: The compliance requirements, for individual products as indicated in contract documents, are multiple in nature and may include generic, descriptive, proprietary,

performance, prescriptive, compliance with standards, compliance with codes, conformance with graphic details and other similar forms and methods of indicating requirements, all of which must be complied with. Also "allowances" and similar provisions of contract documents will have a bearing on selection process.

- B. Procedures for Selecting Products: Contractor's options for selecting products are limited by contract document requirements, and governing regulations, and are not controlled by industry and governing regulations, and are not controlled by industry traditions or procedures experienced by Contractor on previous construction projects. Required procedures include, but are not necessarily limited to, the following for various indicated methods of specifying:
- C. Two or More Product/Manufacturer Names: Provide one of the named products, at Contractor's option; but excluding products which do not comply with requirements. Do not provide or offer to provide an unnamed product, except where none of named products comply with requirements or are a feasible selection; advise Architect/Engineer before proceeding.
- D. "Or Equal": Where named products in specifications text are accompanied by the term "or equal," or other language of similar effect, comply with those contract document provisions concerning "substitutions" for obtaining Architect's approval (by change order) to provide an unnamed product. "Named", except as otherwise indicated, is defined to mean manufacturer's name for product, as recorded in published product literature, of latest issue as of date of contract documents. Refer requests to use products of a later (or earlier) model to Architect for acceptance before proceeding.
- E. Standards, Codes and Regulations: Where only compliance with an imposed standard, code or regulation is required, selection from among products which comply with requirements including those standards, codes and regulations, is Contractor's option.
- F. Performance Requirements: Provide products which comply with specific performances indicated, and which are recommended by manufacturer (in published product literature or by individual certification) for application indicated. Overall performance of a product is implied where product is specified with only certain specific performance requirements.
- G. Prescriptive Requirements: Provide products which have been produced in accordance with prescriptive requirements, using specified ingredients and components, and complying with specified requirements for mixing, fabricating, curing, finishing, testing and similar operations in manufacturing process.
- H. Visual Matching: Where matching with an established sample is required, final judgment of whether a product proposed by Contractor matches sample satisfactorily is Architect's judgment. Where no product within specified cost category is available, which matches sample satisfactorily and complies with requirements, comply with contract document provisions concerning, "substitutions" and "change orders" for selection of a matching product outside established cost category or, of a product not complying with requirements.
- I. Visual Selection: Except as otherwise indicated, where specified product requirements include "...as selected from manufacturer's standard colors, patterns, textures..." or words of similar effect, the selection of manufacturer and basic product (complying with requirements) is Contractor's option, and subsequent selection of color, pattern and texture is Architect's selection. Where specified product requirements include "...as selected from standard colors, patterns, textures available within the industry...", or words to that effect, selection of product

(complying with requirements, and within established cost category) is Architect's selection, including designation of manufacturer where necessary to obtain desired color, pattern or texture.

2.2 SUBSTITUTIONS:

- A. Conditions: Contractor's request for substitution will be received and considered when extensive revisions to contract documents are not required and changes are in keeping with general intent of contract documents; when timely, fully documented and properly submitted; and when one or more of following conditions is satisfied, all as judged by Architect. Otherwise, requests will be returned without action except to record non-compliance with these requirements.
- B. Where request is directly related to an "or equal" clause or other language of same effect in contract documents.
- C. Where required product, material or method cannot be provided within Contract Time, but not as a result of Contractor's failure to pursue the work promptly or to coordinate various activities properly.
- D. Where required product, material or method cannot be provided in a manner which is compatible with other materials of the work, or cannot be properly coordinated therewith, or cannot be warranted as required, or cannot be used without adversely affecting Owner's insurance coverage on completed work, or will encounter other substantial non-compliance's which are not possible to otherwise overcome except by making requested substitution, which Contractor thereby certifies to overcome such non-compatibility, non-coordination, non-warranty, non-insurability or other non-compliance as claimed.
- E. Where required product, material or method cannot receive required approval by a governing authority, and requested substitution can be so approved.
- F. Where substantial advantage is offered Owner, in terms of cost, time, energy conservation or other valuable considerations, after deducting offsetting responsibilities Owner may be required to bear, including additional compensation to Architect for redesign and evaluation services, increased cost of other work by Owner or separate contractors, and similar considerations.
- G. Work-Related Submittals: Contractor's submittal of (and Architect's acceptance of) shop drawings, product data or samples which relate to work not complying with requirements of contract documents, does not constitute an acceptable or valid request for a substitution, nor approval thereof.

2.3 GENERAL PRODUCT REQUIREMENTS:

- A. General: Provide products which comply with requirements, and which are undamaged and unused at time of installation, and which are complete with accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for intended use and effect.
- B. Standard Products: Where available, provide standard products of types which have been produced and used previously and successfully on other projects and in similar applications.

- C. Continued Availability: Where additional amounts of a product, by nature of its application, are likely to be needed by Owner at a later date for maintenance and repair or replacement work, provide a standard, domestically produced product which is likely to be available to Owner at such later date.
- D. Nameplates: Except as otherwise indicated for required approval labels, and operating data, do not permanently attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view either in occupied spaces or on exterior of the work.
- E. Labels: Locate required labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface which, in occupied spaces, is not conspicuous.
- F. Equipment Nameplates: Provide permanent nameplate on each item of service-connected or power operated equipment. Indicate manufacturer, product name, model number, serial number, capacity, speed, ratings and similar essential operating data. Locate nameplates on an easily accessed surface which, in occupied spaces, is not conspicuous.

PART 3 - EXECUTION (not applicable)

END OF SECTION

SECTION 01 29 00 - SCHEDULES, REPORTS, PAYMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-I Specification sections, apply to work of this section.

1.2 PROGRESS SCHEDULE:

- A. Bar-Chart Schedule: Not more than 14 days after date established for "Notice to Proceed", submit a bar-chart type progress schedule indicating a time bar for each major category or unit of work to be performed at site, properly sequenced and intermeshed and showing completion of the work sufficiently in advance of date established for "substantial completion of the work".
- B. Distribution: Following initial submittal to and response by Architect, print and distribute progress schedule to Architect, Engineers, Owner, separate contractors (if any), principal subcontractors and suppliers or fabricators, and others with a need-to-know schedule-compliance requirement. Distribute and post subsequent updated issues to same entities, when revisions are made; except delete entities from distribution when they have completed assigned work and are no longer involved in performance of scheduled work.

1.3 SCHEDULE OF VALUES:

- A. General: Prepare schedule of values, as required by General Conditions. Provide breakdown of Contract Sum in sufficient detail to facilitate continued evaluation of payment requests and progress reports. Break down principal subcontract amounts into several line items. Round off to nearest whole dollar, but with total equal to Contract Sum. Submit copy of schedule of values to Architect and Engineers.
- B. Time Coordination: In coordination of initial submittals and other administrative "start up" activities, submit schedule of values to Architect at earliest feasible date, but in no case later than 7 days before initial payment request is to be submitted.
- C. Listing: Arrange schedule with columns to indicate generic name of item, change orders (numbers) which have affected value, dollar value of item, and percentage of Contract Sum (to nearest one-hundredth percent and adjusted to total 100 percent).

1.4 PAYMENT REQUESTS:

- A. General: Except as otherwise indicated, sequence of progress payments is to be regular, and each must be consistent with previous applications and payments. It is recognized that certain applications involve extra requirements, including initial application, application at times of substantial completion, and final payment application.

- B. Application Transmittal: Submit 3 executed copies of each payment application, each copy of which is completed with waivers of lien and similar attachments. Transmit each copy with a transmittal form listing those attachments, and recording appropriate information related to application in a manner acceptable to Architect. Transmit to Architect by means ensuring receipt within 24 hours.
- C. Payment Application Times: The "period" for each progress payment is from the twenty-sixth (26th) of the month to the twenty-fifth (25th). Payment shall be made by the tenth (10th).
- D. Payment Application Forms: AIA Document G702 and Continuation Sheets; 1992 form, available from "Publications, a Division of the AIA Service Corporation", 1735 New York Ave. NW., Washington, DC, 20006 (also available at most local AIA chapter offices).
- E. Application Preparation: Except as otherwise indicated, complete every entry provided for on the form, including notarization and execution by authorized persons. Incomplete applications will be returned by Architect without action. Entries must match current data of schedule of values and progress schedule and report. Listing must include amounts of change orders issued prior to last day of the "period of construction" covered by application.
- F. Waivers of Lien: For each payment application, submit waivers of lien to the owner.
- G. Extension of Time: Not allowed. See Supplementary Conditions 8.3 Liquidated Damages.
- H. Extension of Time: The Contractor must submit each month, with his 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 on a specific day by day basis, which shall include, but is not limited to, weather reports, site condition reports, a listing of which trades are delayed and which trades are not delayed (with verification from each trade), photo of the site and appropriate correspondence. The receipt of this request and data will be evaluated and accepted or rejected with the processing of the application for payment. The final determination as to the granting of an extension of time will be in the sole discretion of Architect/Owner, and Contractor agrees that this is a reasonable and appropriate method of resolution and agrees to abide by the decision of Architect. Weather delays for work to be performed inside of the building, shall not be allowed after the building reaches the enclosure stage unless Contractor can furnish clean and convincing proof that such an extension would be justified and Architect grants such extension.
- I. Application at Time of Substantial Completion:
 - 1. See Section 01 77 00 - Project Closeout.
- J. Final Payment Application:
 - 1. See Section 0 177 00 - Project Closeout.

PART 2 - PRODUCTS (not applicable)

PART 3 - EXECUTION (not applicable)

END OF SECTION

SECTION 01 33 00 - SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS:

- A. The types of submittal requirements specified in this section include shop drawings, product data, samples and miscellaneous work-related submittals. Individual submittal requirements are specified in applicable sections for each unit of work. Refer to other Division-1 sections and other contract documents for requirements of administrative submittals.

1.3 Definitions: Work-related submittals of this section are categorized for convenience as follows:

- A. Shop drawings include specially-prepared technical data for this project, including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form for general application to a range of similar projects.
- B. Product data include standard printed information on materials, products and systems; not specially-prepared for this project, other than the designation of selections from among available choices printed therein.
- C. Samples include both fabricated and un-fabricated physical examples of materials, products and units of work; both as complete units and as smaller portions of units of work; either for limited visual inspection or (where indicated) for more detailed testing and analysis.
- D. Mock-ups are a special form of samples, which are too large or otherwise inconvenient for handling in specified manner for transmittal of sample submittals.
- E. Miscellaneous submittals related directly to the work (non-administrative) include warranties, maintenance agreements, workmanship bonds, physical work records, quality testing and certifying reports, copies of industry standards, record drawings, field measurement data, operating and maintenance materials, and similar information, devices and materials applicable to the work and not processed as shop drawings, product data or samples.
- F. Color Selection: No color selection's will be made until all required samples and shop drawings have been submitted for coordination and approval.

1.4 SPECIFIC CATEGORY SUBMITTAL REQUIREMENTS:

- A. General: Except as otherwise indicated in individual work sections, comply with requirements specified herein for each indicated category of submittal. Provide and process intermediate submittals, where required between initial and final, similar to initial submittals.
- B. Shop Drawings: Provide newly-prepared information, on reproducible sheets, with graphic information at accurate scale (except as otherwise indicated), with name of preparer indicated (firm name). Show dimensions which are based on field measurement. Identify materials and products in the work shown. Indicate compliance with standards, and special coordination requirements. Do not allow shop drawing copies without appropriate final "Action" markings by Architect to be used in connection with the work.
- C. Submittal: One correctable translucent reproducible print and one blue-line or black-line print; reproducible will be returned.
- D. Product Data: Collect required data into one submittal for each unit of work or system; and mark each copy to show which choices and options are applicable to project. Include manufacturer's standard printed recommendations for application and use, compliance with standards, application of labels and seals, notation of field measurements which have been checked, and special coordination requirements. Maintain one set of product data (for each submittal) at project site, available for reference by Architect and others.
- E. Submittals: Do not submit product data, or allow its use on the project, until compliance with requirements of contract documents has been confirmed by Contractor. Submittal is for information and record, unless otherwise indicated. Initial submittal is final submittal unless returned promptly by Architect, marked with an "Action" which indicates an observed non-compliance. Submit 2 copies, plus 2 additional copies (which will be returned) where required for maintenance manuals.
- F. Installer's Copy: Do not proceed with installation of materials, products or systems until final copy of applicable product data is in possession of Installer.
- G. Samples: Provide units identical with final condition of proposed materials or products for the work. Include "range" samples (not less than 3 units) where unavoidable variations must be expected, and describe or identify variations between units of each set. Provide full set of optional samples where Architect's selection is required. Prepare samples to match Architect's sample where so indicated. Include information with each sample to show generic description, source or product name and manufacturer, limitations, and compliance with standards. Samples are submitted for review and confirmation of color, pattern, texture and "kind" by Architect. Architect will not "test" samples (except as otherwise indicated) for compliance with other requirements, which are therefore the exclusive responsibility of Contractor.
- H. Submittal: At Contractor's option, provide preliminary submittal of a single set of samples for Architect's review and "Action". Otherwise, initial submittal is final submittal unless returned with "Action" which requires resubmittal. Submit 2 sets of samples in final submittal; one set will be returned.
- I. Quality Control Set: Maintain returned final set of samples at project site, in suitable condition and available for quality control comparisons by Architect, and by others.

- J. Mock-Ups: Mock-ups and similar samples specified in individual work sections recognized as a special type of sample. Comply with requirements for "samples" to greatest extent possible, and process transmittal forms to provide a record of activity.
- K. Inspection and Test Reports: Classify each as either "shop drawing" or "product data", depending upon whether report is uniquely prepared for project or a standard publication of workmanship control testing at point of production, and process accordingly.
- L. Warranties: Refer to "Products" section for specific general requirements on warranties, product/workmanship bonds, and maintenance agreements. In addition to copies desired for Contractor's use, furnish 2 executed copies.
- M. Closeout Submittals: Refer to individual work sections and to "closeout" sections for specific requirements on submittal of closeout information, materials, tools and similar items.
- N. Record Document Copies: Furnish one set.
- O. Maintenance/Operating Manuals: Furnish 2 bound copies.
- P. Materials and Tools: Refer to individual work sections for required quantities of spare parts, extra and overrun stock, maintenance tools and devices, keys, and similar physical units to be submitted.
- Q. General Distribution: Provide additional distribution of submittals (not included in foregoing copy submittal requirements) to subcontractors, suppliers, fabricators, installers, governing authorities and others as necessary for proper performance of the work. Include such additional copies in transmittal to Architect where required to receive "Action" marking before final distribution. Record distributions on transmittal forms.

1.5 ACTION ON SUBMITTALS:

- A. Architect's Action: Where action and return is required or requested, Architect/Engineer will review each submittal, mark with "Action", and where possible return within 2 weeks of receipt. Where submittal must be held for coordination, Contractor will be so advised by A/E without delay.
- B. Final Unrestricted Release: Work may proceed, provided it complies with contract documents, when submittal is returned with the following:
- C. Marking: "Approved"
- D. Final-But-Restricted Release: Work may proceed, provided it complies with notations and corrections on submittal and with contract documents, when submittal is returned with the following:
- E. Marking: "Approved as Noted".

- F. Returned for Resubmittal: Do not proceed with work. Revise submittal in accordance with notations thereon and resubmit without delay to obtain a different action marking. Do not allow submittals with the following marking (or unmarked submittals where a marking is required) to be used in connection with performance of the work:
- G. Marking: "Returned for Resubmittal".
- H. Other Action: Where submittal is returned for other reasons, with Architect explanation included, it will be marked as follows:
- I. Marking: "Action Not Required".
- J. Reviewing is only for conformance with the design concept of the project and compliance with the information given in the contract documents. The contractor is responsible for verification of all markings, changes, additions, or notes made on these drawings by the Architect. The contractor is responsible for dimensions to be confirmed and correlated at the site; for compliance with contract documents for information that pertains solely to fabrication processes or to techniques of construction and for co-ordination of the work of all trades. Approval of the shop drawings is not considered an extension of time nor a change in the contract sum unless stated in separate letter or change order.

PART 2 - PRODUCTS (not applicable).

PART 3 - EXECUTION (not applicable).

END OF SECTION

SECTION 01 42 00 - DEFINITIONS AND STANDARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 DEFINITIONS:

- A. General Explanation: A substantial amount of specification language constitutes definitions for terms found in other contract documents, including drawings which must be recognized as diagrammatic in nature and not completely descriptive of requirements indicated thereon. Certain terms used in the contract documents are defined generally in this article. Definitions and explanations of this section are not necessarily either complete or exclusive, but are general for the work to extent not stated more explicitly in another provision of contract documents.
- B. General Requirements: The provisions or requirements of Division-1 sections. General Requirements apply to entire work of Contract and, where so indicated, to other elements which are included in the project.
- C. Indicated: The term "Indicated" is a cross-reference to graphics, notes or schedules on drawings, to other paragraphs or schedules in the specifications, and to similar means of recording requirements in contract documents. Where terms such as "shown", "noted", "scheduled", and "specified" are used in lieu of "indicated", it is for purpose of helping reader locate cross-reference, and no limitation of location is intended except as specifically noted.
- D. Directed, Requested, Etc.: Where not otherwise explained, terms such as "directed", "requested", "authorized", "selected", "approved", "required", "accepted", and "permitted" mean "directed by Architect/Engineer", "requested by Architect/Engineer", etc. However, no such implied meaning will be interpreted to extend Architect's responsibility into Contractor's area of construction supervision.
- E. Approve: Where used in conjunction with Architect's response to submittals, requests, applications, inquiries, reports and claims by Contractor, the meaning of term "approved" will be held to limitations of Architect's responsibilities and duties as specified in General and Supplementary Conditions. In no case will "approval" by Architect be interpreted as a release of Contractor from responsibilities to fulfill requirements of contract documents.
- F. Project Site: The space available to Contractor for performance of the work, either exclusively or in conjunction with others performing other work as part of the project. The extent of project site is shown on drawings, and may or may not be identical with description of land upon which project is to be built.
- G. Furnish: Except as otherwise defined in greater detail, term "furnish" is used to mean supply and deliver to project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.

- H. Install: Except as otherwise defined in greater detail, term "install" is used to describe operations at project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing protecting, cleaning and similar operations, as applicable in each instance.
- I. Provide: Except as otherwise defined in greater detail, term "provide" means furnish and install, complete and ready for intended use, as applicable in each instance.
- J. Installer: The entity (person or firm) engaged by Contractor or its subcontractor or subcontractor for performance of a particular unit of work at project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (Installers) be expert in operations they are engaged to perform.
- K. Testing Laboratory: An independent entity engaged to perform specific inspections or tests of the work, either at project site or elsewhere; and to report and (if required) interpret results of those inspections or tests.

1.3 SPECIFICATION EXPLANATIONS:

- A. Overlapping and Conflicting Requirements: Where compliance with 2 or more industry standards or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, most stringent requirement (which is generally recognized to be also most costly) is intended and will be enforced, unless specifically detailed language written into contract documents (not by way of reference to an industry standard) clearly indicates that a less stringent requirement is to be fulfilled. Refer apparently-equal-but-different requirements, and uncertainties as to which level of quality is more stringent, to Architect for a decision before proceeding.
- B. Contractor's Options: Except for overlapping or conflicting requirements, where more than one set of requirements are specified for a particular unit of work, option is intended to be Contractor's regardless of whether specifically indicated as such.
- C. Minimum Quality/Quantity: In every instance, quality level or quantity shown or specified is intended as minimum for the work to be performed or provided. Except as otherwise specifically indicated, actual work may either comply exactly with that minimum (within specified tolerances), or may exceed that minimum within reasonable limits. In complying with requirements, indicated numeric values are either minimums or maximums as noted or as appropriate for context of requirements. Refer instances of uncertainty to Architect for decision before proceeding.
- D. Specialists; Assignments: In certain instances, specification text requires (or at least implies) that specific work be assigned to specialists or expert entities, who must be engaged for performance of those units of work. These must be recognized as special requirements over which Contractor has no choice or option. These assignments must not be confused with (and are not intended to interfere with) normal application of regulations, union jurisdictions and similar conventions. One purpose of such assignments is to establish which party or entity involved in a specific unit of work is recognized as "expert" for indicated construction processes or operations. Nevertheless, final responsibility for fulfillment of entire set of requirements remains with Contractor.

- E. Trades: Except as otherwise indicated, the use of titles such as "carpentry" in specification text, implies neither that the work must be performed by an accredited or unionized tradespeople of corresponding generic name (such as "carpenter"), nor that specified requirements apply exclusively to work by tradespeople of that corresponding generic name.
- F. Abbreviations: The language of specifications and other contract documents is of the abbreviated type in certain instances, and implies words and meanings which will be appropriately interpreted. Actual word abbreviations of a self-explanatory nature have been included in texts. Specific abbreviations have been established, principally for lengthy technical terminology and primarily in conjunction with coordination of specification requirements with notations on drawings and in schedules. Trade association names and titles of general standards are frequently abbreviated. Singular words will be interpreted as plural and plural words will be interpreted as singular where applicable and where full context of the contract documents so indicates.

1.4 DRAWING SYMBOLS:

- A. General: Except as otherwise indicated, graphic symbols used on drawings are those symbols recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards", published by John Wiley & Sons, Inc., eighth edition.
- B. M/E Drawings: Graphic symbols used on mechanical/electrical drawings are generally aligned with symbols recommended by ASHRAE, supplemented by more specific symbols were appropriate as recommended by other recognized technical associations including ASME, ASPE, IEEE, and similar organizations. Refer instances of uncertainty to Architect/Engineer for clarification before proceeding.

1.5 INDUSTRY STANDARDS:

- A. General Applicability of Standards: Applicable standards of construction industry have same force and effect (and are made a part of contract documents by reference) as if copied directly into contract documents, or as if published copies were bound herewith.
- B. Referenced standards (referenced directly in contract documents or by governing regulations) have precedence over non-referenced standards which are recognized in industry for applicability to work.
- C. Non-referenced standards recognized in the construction industry are hereby defined, except as otherwise limited in contract documents, to have direct applicability to the work,
- D. and will be so enforced for performance of the work.
- E. Publication Dates: Except as otherwise indicated, where compliance with an industry standard is required, comply with standard in effect as of date of contract documents.
- F. Copies of Standards: Provide where needed for proper performance of the work; obtain directly from publication sources.

- G. Abbreviations and Names: Where acronyms or abbreviations are used in specifications or other contract documents, they are defined to mean the industry recognized name of trade association, standards generating organization, governing authority or other entity applicable to context of text provision. Refer to "Encyclopedia of Associations," published by Gale Research Co., available in large libraries.

1.6 GOVERNING REGULATIONS/AUTHORITIES:

- A. General: The procedure followed by Architect has been to contact governing authorities where necessary to obtain information needed for the purpose of preparing contract documents; recognizing that such information may or may not be of significance in relation to Contractor's responsibilities for performing the work. Contact governing authorities directly for necessary information and decision having a bearing on the performance of the work including but not limited to facilities to protect the public during construction.

PART 2 - PRODUCTS (not applicable)

PART 3 - EXECUTION (not applicable)

END OF SECTION

SECTION 01 45 29 - QUALITY CONTROL SERVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS:

- A. General: Required inspection and testing services are intended to assist in the determination of probable compliance of the work with requirements specified or indicated. These required services do not relieve the Contractor of responsibility for compliance with these requirements or for compliance with requirements of the contract documents.
- B. Definitions: The requirements of this section relate primarily to customized fabrication and installation procedures, not to the production of standard products. Quality control services include inspections and tests and related actions including reports, performed by independent agencies and governing authorities, as well as directly by the Contractor. These services do not include Contract enforcement activities performed directly by the Architect.
- C. Specific quality control requirements for individual units of work are specified in the sections of these specifications that specify the individual element of the work. These requirements, including inspections and tests, cover both production of standard products, and fabrication of customized work. These requirements also cover quality control of the installation procedures.
- D. Inspections, tests and related actions specified in this section and elsewhere in the contract documents are not intended to limit the Contractor's own quality control procedures which facilitate overall compliance with requirements of the contract documents.
- E. Requirements for the Contractor to provide quality; control services as required by the Architect, the Owner, governing authorities or other authorized entities are not limited by the provisions of this section.

1.3 RESPONSIBILITIES:

- A. Contractor Responsibilities: Except where they are specifically indicated as being the Owner's responsibility, or where they are to be provided by another identified entity, inspections, tests and similar quality control services are the Contractor's responsibility these services also include those specified to be performed by an independent agency and not directly by the Contractor. Costs for these services shall be included in the Contract Sum. The Contractor shall employ and pay an independent agency, testing laboratory or other qualified firm to perform quality control services specified.

- B. The Owner will engage and pay for the services of an independent agency to perform inspections and tests that are specified as the Owner's responsibility.
- C. Retest Responsibility: Where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance of related work with the requirements of the contract documents, then retests are the responsibility of the Contractor regardless of whether the original test was the Contractor's responsibility. Retesting of work revise or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original work.
- D. Responsibility for Associated Services: The Contractor is required to cooperate with the independent agencies performing required inspections, tests and similar services. Provide such auxiliary services as are reasonably requested. Notify the testing agency sufficiently in advance of operations to permit assignment of personnel. These auxiliary services include but are not necessarily limited to the following:
 - 1. Providing access to the work.
 - 2. Taking samples or assistance with taking samples.
 - 3. Delivery of samples to test laboratories.
 - 4. Security and protection of samples and test equipment at the project site.
- E. Coordination: The Contractor and each independent agency engaged to perform inspections, tests and similar services for the project shall coordinate the sequence of their activities so as to accommodate required services with a minimum of delay in the progress of the work. In addition the Contractor and each independent testing agency shall coordinate their work so as to avoid the necessity of removing and replacing work to accommodate inspections and tests. The Contractor is responsible for scheduling times for inspections, tests, taking of samples and similar activities. Qualification for Service Agencies: Except as otherwise indicate, engage inspection and test service agencies, including independent testing laboratories, which are prequalified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which are recognized in the industry as specialized in the types of inspections and tests to be performed.

1.4 SUBMITTALS:

- A. General: Refer to Division-1 section on "Submittals" for the general requirements on submittals. Submit a certified written report of each inspection, test or similar service, directly to the Architect/Engineer, in duplicate, unless the Contractor is responsible for the service. If the Contractor is responsible for the service, submit a certified written report of each inspection, test or similar service through the Contractor, in duplicate. Submit additional copies of each written report directly to the governing authority, when the authority so directs.
- B. Report Data: Written reports of each inspection, test or similar service shall include, but not be limited to the following:
 - 1. Name of testing agency or test laboratory.
 - 2. Dates and locations of samples and tests or inspections.
 - 3. Names of individuals making the inspection or test.
 - 4. Designation of the work and test method.

5. Complete inspection or test data.
6. Test results.
7. Interpretations of test results.
8. Notation of significant ambient conditions at the time of sample-taking and testing.
9. Comments or professional opinion as to whether inspected or tested work complies with requirements of the contract documents.
10. Recommendations on retesting, if applicable.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION:

- A. General: Upon completion of inspection, testing, sample-taking and similar services performed on the work, repair damaged work and restore substrates and finishes to eliminate deficiencies, including deficiencies in the visual qualities of exposed finishes. Protect work exposed by or for quality control service activities and protect repaired work. Repair and protection are the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

END OF SECTION

SECTION 01 50 00 - TEMPORARY FACILITIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS:

- A. Definitions: Specific administrative and procedural minimum actions are specified in this section, as extensions of provisions in General Conditions and other contract documents. These requirements have been included for special purposes as indicated. Nothing in this section is intended to limit types and amounts of temporary work required, and no omission from this section will be recognized as an indication by Architect that such temporary activity is not required for successful completion of the work and compliance with requirements of contract documents. Provisions of this section are applicable to, but not by way of limitation, utility services, construction facilities, security/protection provisions, and support facilities.

1.3 QUALITY ASSURANCE:

- A. General: In addition to compliance with governing regulations and rules/recommendations of franchised utility companies comply with specific requirements indicated and with applicable local industry standards for construction work (published recommendations by local consensus "building councils").
- B. ANSI Standards: Comply with applicable provisions of ANSI A10- Series standards on construction safety, including A10.3, A10.4, A10.5, A10.6, A10.7, A10.8, A10.9, A10.10, A10.11, A10.12, A10.13, A10.14, A10.15, A10.17, A10.18, A10.20, and A10.22. NFPA Code: Comply with NFPA Code 241 "Building Construction and Demolition Operations."

1.4 JOB CONDITIONS:

- A. General: Establish and initiate use of each temporary facility at time first reasonably required for proper performance of the work. Terminate use and remove facilities at earliest reasonable time, when no longer needed or when permanent facilities have, with authorized use, replaced the need.
- B. Conditions of Use: Install, operate, maintain and protect temporary facilities in a manner and at locations which will be safe, non-hazardous, sanitary and protective of persons and property, and free of deleterious effects.

PART 2 - PRODUCTS AND EXECUTION

2.1 TEMPORARY UTILITY SERVICES:

- A. The types of services required include, but not by way of limitation, water, sewerage, surface drainage, electrical power and telephones. Where possible and reasonable, connect to existing franchised utilities for required services; and comply with service companies' recommendations on materials and methods, or engage service companies to install services. Locate and relocate services (as necessary) to minimize interference with construction operations.
 - 1. Electrical Power: Tie into existing building system if possible.
 - a. Utility cost shall be paid by owner.
 - 2. Potable Water: Tie into existing buildings system if possible.
 - a. Utility cost shall be paid by owner.
 - 3. Gas and other utilities: Tie into existing building system if possible.
 - a. Utility cost shall be paid by the owner.

2.2 TEMPORARY CONSTRUCTION FACILITIES:

A. GENERAL

- 1. The types of temporary construction facilities required include, but not by way of limitation, water distribution, drainage, dewatering equipment, enclosure of work, heat, ventilation, electrical power distribution, lighting, hoisting facilities, stairs, ladders, and roads. Provide facilities reasonably required to perform construction operations properly and adequately.

B. PROTECTION OF EXISTING WORK

- 1. Where work is conducted above, or adjacent to, roofs, protect the roof with a minimum of 3/4" plywood. Storage of materials will not be permitted on any roof.

C. CONSTRUCTION AIDS

- 1. Scaffolding and staging shall be provided by contractor for both interior and exterior work as required. Furnish, install and maintain scaffolding in accordance with requirements of all laws and regulations in effect.

D. LIFTING DEVICES AND HOISTING FACILITIES

- 1. Contractor shall provide lifting devices necessary for the proper and efficient movement of materials; provide operating personnel for equipment as required. Equipment shall be provided with safety devices as required by local and state codes.

E. ACCESS PROVISIONS

1. Provide ramps, stairs, ladders and similar temporary access elements as reasonably required to perform the work and facilitate its inspection during installation. Comply with reasonable requests of governing authorities performing inspections.

2.3 SECURITY/PROTECTION PROVISIONS:

- A. The types of temporary security and protection provisions required include, but not by way of limitation, fire protection, barricades, warning signs/lights, site enclosure fence, building enclosure/lockup, personnel security, theft prevention program and similar provisions intended to minimize property losses, personal injuries and claims for damages at project site. Provide security/protection services and systems in coordination with activities and in a manner to achieve 24-hour, 7-day-per-week effectiveness.

B. SECURITY

1. The Owner will not be responsible for the safety of contractor's work, material and/or equipment.

C. FIRE EXTINGUISHERS

1. Provide types, sizes, numbers and locations as would be reasonably effective in extinguishing fires during early stages, by personnel at project site. Provide Type A extinguishers at locations of low-potential for either electrical or grease-oil-flammable liquids fires; provide Type ABC dry chemical extinguishers at other locations; comply with recommendations of NFPA No. 10. Post warning and quick-instructions at each extinguisher location, and instruct all personnel at project site, at time of their first arrival, on proper use of extinguishers and other available facilities at project site. Post local fire department call number on each telephone instrument at project site.

2.4 TEMPORARY SUPPORT FACILITIES:

- A. The types of temporary support facilities required include, but not by way of limitation, field offices, storage sheds, fabrication sheds, sanitary facilities, drinking water, first aid facilities, telephones, thermometer, project identification signs, clean-up facilities, waste disposal service, rodent/pest control and similar miscellaneous general services, all as may be reasonably required for proficient performance of the work and accommodation of personnel at the site including Owner's and Architect's personnel. Discontinue and remove temporary support facilities and make incidental similar use of permanent work of the project, only when and in manner authorized by Architect; and, if not otherwise indicated, immediately before time of substantial completion. Locate temporary support facilities for convenience of users, and for minimum interference with construction activities.
- B. Material Storage: The contractor and each subcontractor shall make suitable provisions for his own office and for the storage of his materials and provide such temporary weatherproof sheds as may be necessary for the protection of his materials. The foregoing structures and equipment shall remain the property of such contractor and upon completion of the work the structures shall be removed from the site.

- C. Sanitary Facilities: At general contractor's option, provide either piped (wet) toilet facilities or self-contained toilet units of type acceptable to governing authorities, adequate (at all stages of construction) for use of personnel at project site. Provide separate facilities for male and female personnel when both sexes are working (in any capacity) at project site.
 - 1. Use of owners' facilities are not allowed.
- D. Drinking Water: General contractor shall provide dispenser-type, cold drinking water units; adequate in number and locations for personnel at project site. Furnish paper cups and waste receptacles.
- E. Repair of Damaged Items: The contractor who installed the temporary facilities is responsible for maintaining said facilities; however, misuse, damage or destruction of another contractor's or subcontractor's facilities shall be paid for by the contractor whose employees were responsible for said loss or damage. If responsible party is unknown, the cost to correct or replace shall be prorated to all contractors and subcontractors on the job at the time of such damage.

END OF SECTION

SECTION 01 77 00 - PROJECT CLOSEOUT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS:

- A. Definitions: Closeout is hereby defined to include general requirements near end of Contract Time in preparation for final acceptance, final payment, normal termination of contract, occupancy by Owner and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in sections of Divisions 2 through 16. Time of closeout is directly related to "Substantial Completion"; and therefore, may be either a single time period for entire work which have been certified as substantially complete at different dates. That time variation (if any) shall be applicable to other provisions of this section.
- B. Final payment will not be approved until all close-out documentation have been received.

1.3 SUBSTANTIAL COMPLETION:

- A. The contractor shall have completed the following:
 - 1. Deliver tools, spare parts, extra stocks of materials, and similar physical items to Owner.
 - 2. Make final change-over of locks and transmit keys to Owner and advise Owner's personnel of change-over in security provisions.
 - 3. Complete start-up testing of systems, and instructions of Owner's operating/maintenance personnel. Discontinue (or change over) and remove from project site temporary facilities and services along with construction tools and facilities, mock-ups, and similar elements.
- B. Inspection Procedures: Upon receipt of contractor's request, Architect will either proceed with inspection or advise contractor of prerequisites not fulfilled. Following initial inspection, Architect will either prepare certificate of substantial completion, or advise contractor of work which must be performed prior to issuance of certificate; and repeat inspection when requested and assured that work has been substantially completed. Results of completed inspection will form initial "punch-list" for final acceptance.

1.4 FINAL ACCEPTANCE:

- A. General: Prior to requesting Architect's final inspection for certification of final acceptance and final payment as required by General Conditions, complete the following and list known exceptions (if any) in request:

- B. Submit final payment request with final releases and supporting documentation not previously submitted and accepted, include certificates of insurance for products and completed operations where required.

1.5 FORM OF CLOSE-OUT DOCUMENTS:

- A. Contractor shall submit all required documents in one initial complete package. Partial submittals will be returned to the Contractor.
- B. Prior to Final Payment the Contractor shall provide the closeout documents in DUPLICATE in the following format: (Unless otherwise noted)
- C. All closeout documents must be provided in two binders. (Operation and Maintenance Manuals may be in a separate binder if necessary)
 - 1. Each item shall be tabbed.
 - 2. Each item shall be numbered with the item number listed below.
 - 3. Package shall include all as-built drawings and specifications, operation manuals, maintenance manuals and all items listed below.

1.6 REQUIRED CLOSE-OUT DOUCMENTS:

- A. Submit copies of original Contract, Bonds, Certificate of Insurance and all Change Orders. (Two required - photo copies acceptable)
- B. Final Request for Payment, A.I.A. Document G702. (Three originals required)
- C. Consent of Surety for Final Payment, A.I.A. Document G707, completed in full by bonding company with Power of Attorney. (Two originals required- notarized)
- D. Release of Liens and Certification All Bills Are Paid, A.I.A. Document G706. (Two originals required - notarized)
- E. Contractor's Affidavit of Release of Liens, A.I.A. Document G706A. (Two originals required - notarized)
- F. Notarized letter with the following wording: (Two originals required - notarized)
 - 1. "We hereby certify that all bills for labor and materials incorporated into the above captioned project under our contract, have been paid and that the Owner is released from any and all claims and/or damages under this contract."
- G. Notarized Statement Stating:
 - 1. Project has been constructed in accordance with contract documents. (Two originals required - notarized)

H. Guarantee of Work:

1. Sworn statement that all work is guaranteed against defects in materials and workmanship for one year from date of owner's acceptance, except where specified for longer periods. (Two originals required - notarized)
2. All guarantees and warranties shall be obtained in the Owner's name.
3. Word the Guarantee as follows: (All four paragraphs)

"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 year or such longer period of time as may be called for in the contract documents for such portions of the work.

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 in every particular, all such guaranteed work, correct all defects therein and make good all damages to the building, site, equipment or contents thereof which, in the opinion of the Owner, is the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract; and make good any work or materials or the equipment and contents of said buildings or site disturbed in fulfilling any such guaranty.

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.

All special guarantees applicable to definite parts of the work stipulated in the project manual or other papers 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."

I. As Built Record Drawings:

1. Maintain one complete set of contract document drawings for recording substantial deviations from the work originally shown. The mechanical and electrical contractors shall maintain a separate set of documents at all times, throughout the project. If items are discovered which are uncharted or unknown, record such item and location for future referenced by the owner. Locate deviation by dimension and or scale for site and building work from known, visible and obvious point of reference. Note all items changed by addendum and change orders.
2. The Contractor shall keep in reserve one complete set of plans for use as the "As Built Drawings". All deviations from the original plans, shall be flagged with a "cloud" and noted and dimensioned if necessary. Each drawing shall be noted as "As Built Drawing"
3. In addition, the Contractor shall scan the "As Built Drawings" to disc in PDF format and provide one disc to the Architect for transmittal to the owner.

J. As Built Record Specifications

1. Maintain one copy of specifications, including addenda, change orders and similar modifications issued in printed form during construction, and mark-up variations (of substance) in actual work in comparison with text of specifications and modification as issued. Give particular attention to substitutions, selection of options, and similar information on work where it is concealed or cannot otherwise be readily discerned at a later date by direct observation. Note related record drawing information and product data, where applicable. Upon completion of mark-up, submit to Architect for Owner's records.

K. Record Product Data (Shop Drawings, Brochures, Submittals, etc.):

1. Maintain two copies of each product data submittal, and mark-up significant variations in actual work in comparison with submitted information, include both variations in product as delivered to site, and variations from manufacturer's instructions and recommendations for installation. Give particular attention to concealed products and portions of the work which cannot otherwise be readily discerned at a later date by direct observation. Note related change orders and mark-up of record drawings and specifications. Upon completion of mark-up, submit complete set to Architect for Owner's records.

L. Maintenance Manuals:

1. Organize maintenance-and-operating manual information into suitable sets of manageable size, and bind into individual binders properly identified and indexed (thumb-tabbed), include emergency instructions, spare parts listing, copies of warranties, wiring diagrams, recommended "turn-around" cycles, inspection procedures, shop drawings, product data, and similar applicable information. Bind each manual of each set in a heavy-duty 2", three-ring vinyl-covered binder, and include pocket folders for folded sheet information. Mark identification on both front and spine of each binder.

M. Roofing Guarantees Manufacturer's guarantees. (Two originals required)

N. Roofing Guarantee-Service:

1. Service Guarantee, copies at end of Section. (Two originals required)

O. Permits, Licenses and Certificates

1. For the Owner's records, submit copies of building and other permits, licenses, certifications, city/county inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work. (Two required - photo copies acceptable)

PART 2 - PRODUCTS (not applicable)

PART 3 - EXECUTION

3.1 CLOSEOUT PROCEDURES:

- A. General Operating/Maintenance Instructions: Arrange for each installer of work requiring continuing maintenance or operation to meet with Owner's personnel at project site to provide basic instruction needed for proper operation and maintenance of entire work, include instructions by manufacturer's representatives where installers are not expert in the required procedures. Review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuels, identification system, control sequences, hazards, cleaning and similar procedures and facilities. For operational equipment, demonstrate start-up, shut-down, emergency operations, noise and vibration adjustments, safety, economy/efficiency adjustments, energy effectiveness, and similar operations. Review maintenance and operations in relation with applicable warranties, guarantee from manufacturers and serviced guarantee, agreements to maintain, bonds, and similar continuing commitments.

3.2 FINAL CLEANING:

- A. General: Special cleaning for specific units of work is specified in sections of Divisions 2 through 16. General cleaning during progress of work is specified in General Conditions and as temporary services in "Temporary Facilities" section of this Division. Provide final cleaning of the work at time indicated consisting of cleaning each surface or unit of work to normal "clean" condition expected for a first-class building cleaning and maintenance program. Comply with manufacturer's instructions for cleaning operations. The following are examples, but not by way of limitation, of cleaning levels required:
1. Remove debris and surface dust from limited-access spaces including roofs, plenums, shafts, trenches, manholes, attics and similar spaces.
 2. Clean project site (yard and grounds), including landscape development areas of litter and foreign substances. Sweep paved areas to a broom-clean condition; remove stains, petro-chemical spills and other foreign deposits. Rake ground which are neither planted nor paved to a smooth, even-textured surface.
 3. Removal of Protection: Except as otherwise indicated or requested by Architect, remove temporary protection devices and facilities which were installed during course of the work to protect previously completed work during remainder of construction period.
 4. Compliances: Comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at site, or bury debris or excess materials on Owner's property, or discharge volatile or other harmful or dangerous materials into drainage systems; remove waste materials from site and dispose of in a lawful manner.

END OF SECTION

SECTION 02 41 00 – EXISTING ROOFING DEMOLITION

PART 1 - GENERAL

- 1.01 RELATED DOCUMENTS: Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work specified in this section.
- 1.02 DESCRIPTION OF WORK:
- A. The extent of demolition work is shown on Drawings and specified herein.
 - 1. Includes removal of existing roof system down to the existing deck, demolition of existing vent and piping flashing at roof penetrations, and flashing as required to accomplish re-roofing.
- 1.03 JOB CONDITIONS:
- A. Protection of Existing Improvements: Provide protection necessary to prevent damage to existing improvements to remain in place, and to protect occupants of other areas of the building from hazardous conditions and unnecessary inconvenience. Erect temporary partitions and barricades as required.
- 1.04 SALVAGE: The Owner may select materials they wish to retain and the Contractor shall exercise care in their removal and handling and shall deposit them, in stacks where applicable, where directed on the site. All other materials removed from the structure become the property of the contractor.

PART 2 – PRODUCTS: NOT APPLICABLE

PART 3 - EXECUTION

- 3.01 DEMOLITION PROCEDURES:
- A. General: Perform demolition work in a manner which will prevent danger to workmen, building occupants, and construction to remain.
 - B. Remove materials as required for proper installation of new work. Remove existing blocking and cants for installation of new roofing system.
 - C. Where building is exposed to weather by removal of existing roof membrane, provide roof surfaces with adequate temporary protection.
- 3.04 CLEAN-UP: Upon completion completely remove from site all salvage not claimed by Owner, rubbish, and debris, resulting from these operations. Thoroughly clean all existing construction to remain in the areas where pollution control provisions have been penetrated.

END OF SECTION

SECTION 03 51 13 – CEMENTITIOUS ROOF DECK

PART 1 - GENERAL

1.1 SUMMARY:

- A. Section Includes:
 - 1. Cementitious wood fiber plank roof deck and form system
- B. Related Sections
 - 1. Division 7 Section: 07 52 16 SBS Modified Bitumen Roofing

1.2 REFERENCES:

- A. ASTM International
 - 1. ASTM C177 Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus.
 - 2. ASTM C518 Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.
 - 3. ASTM C578 Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation.
 - 4. ASTM D1621 Standard Test Method for Compressive Properties of Rigid Cellular Plastics.
 - 5. ASTM D2842 Standard Test Method for Water Absorption of Rigid Cellular Plastics.
 - 6. ASTM E96 Standard Test Methods for Water Vapor Transmission of Materials.
- B. Underwriters Laboratories, Inc. (UL):
 - 1. UL 580 Standard for Safety for Tests for Uplift Resistance of Roof Assemblies

1.3 SECTIONS INCLUDES

- A. Design Requirements: Provide roof deck assembly designed and tested according to the following:
 - 1. Underwriters Laboratories UL 580 (UL Class 90 Design): [Design No. NM504] [Design No. NM511] [Design No. NM512] [Design No. NM517] [Design No. NM533] [Design No. 474] [Design No. 475] [Design No. 451].
- B. Performance Requirements:
 - 1. Provide a roof deck system that has been manufactured, fabricated and installed to provide deflection of [Less than L/240 at design load] [Specify required maximum deflection.].

1.4 SUBMITTALS:

- A. General: Submit listed submittals in accordance with Conditions of the Contract and Division 1 Submittal Procedures Section
- B. Product Data: Submit manufacturer's product data and installation instructions
- C. Shop Drawings: Provide drawings indicating locations and spacing of planks and purlins
- D. Samples: Submit selection and verification samples as follows
 - 1. Set of 6-inch square samples for each wood fiber deck unit required, showing full range of exposed texture to be expected in completed work
 - 2. Labeled set of all accessories required for a complete installation
- E. Quality Assurance/Control Submittals: Submit the following
 - 1. Test Reports: Upon request, submit certified test reports from recognized test laboratories
 - 2. Certificates: Submit manufacturer's certificate that products meet or exceed specified requirements
- F. Closeout Submittals: Submit the following
 - 1. Warranty documents specified herein

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Utilize an installer having demonstrated experience on projects of similar size and complexity
- B. Regulatory Requirements and Approvals: [Comply with requirements below.] [Specify applicable requirements of regulatory agencies]
 - 1. International Code Council
 - a. ICC-ES Evaluation Report ESR-1112
 - 2. Underwriters' Laboratories of Canada (ULC) label
 - a. Structural Cement-Fiber Unit-535X

1.6 DELIVERY, STORAGE & HANDLING

- A. General: Comply with Division 1 Product Requirement Section
- B. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact
 - 1. Provide labels indicating brand name, deck style, plank size and plank thickness
- C. Storage and Protection: Store materials protected from exposure to harmful environmental conditions and at temperature and humidity conditions recommended by the manufacturer
 - 1. Prevent soiling, physical damage or wetting
 - 2. Store cartons open at each end to stabilize moisture content and temperature

1.7 WARRANTY

- A. Project Warranty: Refer to Conditions of the Contract for project warranty provisions
- B. Manufacturer's Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty document executed by authorized company official. Manufacturer's warranty is in addition to, and not a limitation of, other rights Owner may have under contract documents
 - 1. Warranty Period: 15 years beginning with date of substantial completion

PART 2 - PRODUCTS

2.1 ROOF DECK AND FORM SYSTEMS

- A. Manufacturer: Tectum Inc
 - 1. Armstrong World Industries
- B. Proprietary Systems. Cementitious deck form board systems, including the following configurations
 - 1. Tectum Roof Deck Plank
 - 2. Tectum I Roof Deck Panels:
 - a. Material: Aspen wood fibers bonded with inorganic hydraulic cement.
 - b. Nominal Panel Thickness: [1½ inches (38 mm)] [2 inches (51 mm)] [2½ inches (64 mm)] [3 inches (76 mm)].

2.2 ACCESSORIES – Tectum Roof Deck System(s) I

- A. Provide accessories as follows:
 - 1. Bulb-Tee Subpurlins (For use with Tectum Tile):
 - a. Material: Steel.
 - b. Style: [218] [As indicated on drawings] [Specify style.].
 - c. Manufacturer: Western Fireproofing Co., Kansas City, MO.
 - 2. Tectum Grout (For use with Tectum Tile):
 - a. Material: Gypsum cement grout, ready for mixing with potable water.
 - 3. Tectum Screws:
 - a. Material: Steel.
 - b. Type: [14 gauge Dekfast screw with 2 inch (51 mm) diameter washer]
 - 4. Low VOC Adhesive (For use over swimming pools and similar high humidity environments or as the construction adhesive for any LEED Certified Project):
 - a. Manufacturer: BASF
 - b. Type: BASF MasterWeld 948
 - 5. Construction Adhesive:
 - a. Manufacturer: Miracle Construction Adhesive.
 - Type: Adhesive SFA-66.

PART 3 - INSTALLATION

3.1 MANUFACTURER'S INSTRUCTIONS

- A. Comply with the instructions and recommendations of the roof deck panel manufacturer.

3.2 EXAMINATION

- A. Site Verification of Conditions:
 - 1. Verify that site conditions are acceptable for installation of roof deck panel system.
 - 2. Do not proceed with installation of roof deck panel system until unacceptable conditions are corrected.

3.3 INSTALLATION

- A. Roof Deck Tile Installation:
 - 1. Furnish subpurlins in lengths to span 3 purlins.
 - 2. Position subpurlins within plus or minus 1/16 inch (1.6 mm) of manufacturer's recommended spacing and securely position by means of templates during welding.
 - 3. Weld tees at every crossing point over support members with a 3/4 inch (19.1 mm) long fillet weld on alternate sides of the flange. Weld both sides of flange at all tee ends.
 - 4. Mix and place grout in accordance with manufacturer's printed instructions. Remove excess grout once initial set has been achieved.
 - 5. Do not allow foot traffic on tile panels until after grout has set.
- B. Roof Deck Plank Installation:
 - 1. Place planks on joists with square cut ends butted tightly together.
 - a. Stagger end joints.
 - b. Tectum panels must be supported by bent plates (steel or other support) at all transitions of the roof. This includes but is not limited to the ridge, valleys, perimeter and panel direction change. Panels must have a minimum of 1 inch bearing and should be glued and screwed at these transitions.
 - c. Panel ends must fall over structural supports and have a minimum of 1 inch bearing.
 - 2. Secure planks to joists with screws and spacing recommended by plank manufacturer.
 - 3. Do not allow foot traffic on planks until after screws are installed.
 - 4. Apply adhesive recommended by manufacturer to ensure diaphragm performance as designed.
- C. Roof Deck Long Span Plank Installation:
 - 1. Cut plank neatly to abut parapets, around openings and penetrations.
 - 2. Apply adhesive recommended by manufacturer to ensure diaphragm performance as designed.

- D. Roof Deck Form board Installation:
 - 1. Cut plank neatly to abut parapets, around openings and penetrations.
 - 2. Apply adhesive recommended by manufacturer to ensure diaphragm performance as designed.
- E. Roof Deck Composite Plank:
 - 1. Cut plank neatly to abut parapets, around openings and penetrations.
 - 2. Apply adhesive recommended by manufacturer to ensure diaphragm performance as designed.

3.4 CLEANING

- A. Clean exposed surfaces of all deck surfaces.
- B. Remove and replace work that cannot be successfully repaired to eliminate evidence of structural damage.

3.5 PROTECTION

- A. Protect installed work from damage due to weather related moisture.
- B. Protect installed work from damage due to subsequent construction activity on the site so that the work will be without damage and deterioration at the time of acceptance by the Owner.

END OF SECTION 07540

SECTION 06 10 00 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.
- B. Section 01 23 00 ALTERNATES (Alternate number one: Replacement of Tectum Decking)

1.2 DESCRIPTION OF WORK:

- A. Definition: Rough carpentry includes carpentry work not specified as part of other sections and which is generally not exposed, except as otherwise indicated. Types of work in this section include rough carpentry for:
 - 1. Wood grounds, nailers, blocking, curbs, cants, sleepers etc.

1.3 REFERENCES:

- A. Lumber Standards: Comply with PS 20 and with applicable rules of the respective grading and inspecting agencies for species and products indicated.
- B. Plywood Product Standards: Comply with PS 1 (ANSI A 199.1) or, for products not manufactured under PS 1 provisions, with applicable APA Performance Standard for type of panel indicated.

1.4 SUBMITTALS:

- A. Wood Treatment Data: Submit treatment manufacturer's instructions for proper use of each type of treated material.
- B. Pressure Treatment: For each type specified, include certification by treating plant stating chemicals and process used, net amount of preservative retained and conformance with applicable standards.

1.5 PRODUCT HANDLING:

- A. Delivery and Storage: Keep materials dry at all times. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber, plywood, and provide air circulation within stacks.

1.6 JOB CONDITIONS:

- A. Coordination: Fit carpentry work to other work; scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking, grounds and similar supports to allow proper attachment of other work.

PART 2 - PRODUCTS

2.1 MATERIALS:

A. Lumber, General:

1. Factory-mark each piece of lumber with type, grade, mill and grading agency, except omit marking from surfaces to be exposed with transparent finish or without finish.
2. Nominal sizes are indicated, except as shown by detail dimensions. Provide actual sizes as required by PS 20, for moisture content specified for each use.
3. Provide dressed lumber, S4S, unless otherwise indicated.
4. Provide seasoned lumber with 19% maximum moisture content at time of dressing.

B. Miscellaneous Lumber:

1. Provide wood for support or attachment of other work including cant strips, bucks, nails, blocking, furring, grounds, stripping and similar members. Provide lumber of sizes indicated, worked into shapes shown, and as follows:
 - a. Moisture content: 19% maximum for lumber items not specified to receive wood
 - b. preservative treatment.

C. Grade: Construction Grade light framing size lumber of any species or board size lumber as required. Provide construction grade boards (RIS or WCLB) or No. 2 boards (SPIB or WWPA).

D. Dimension Lumber:

1. Southern Pine No. 2 Grade

E. Roof Decking: See Alternate number one and Section 03 51 13 – CEMENTITIOUS ROOF DECK.

F. Miscellaneous Materials:

1. Fasteners and Anchorages: Provide size, type, material and finish as indicated and as recommended by applicable standards, complying with applicable Federal Specifications for nails, staples, screws, bolts, nuts, washers and anchoring devices. Provide metal hangers and framing anchors of the size and type recommended by the manufacturer for each use including recommending nails.

2.2 WOOD TREATMENT:

A. WOOD-PRESERVATIVE-TREATED LUMBER

1. Preservative Treatment by Pressure Process: AWWPA U1; Use Category UC2
 - a. Interior construction (Dry Locations) not in contact with the ground use Category UC1
 - b. Interior construction (Damp Locations) not in contact with the ground use Category UC2
 - c. Exterior construction not in contact with ground use Category UC3B.
 - d. Exterior construction in contact with ground use Category UC4A.
2. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
3. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.
4. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
5. Application: Treat items indicated on Drawings, and the following:
 - a. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.

PART 3 - EXECUTION

3.1 INSTALLATION:

A. General:

1. Discard units of material with defects which might impair quality of work, and units which are too small to use in fabricating work with minimum joints or optimum joint arrangements.
2. Set carpentry work accurately to required levels and lines, with members plumb and true and accurately cut and fitted.
3. Securely attach carpentry work to substrate by anchoring and fastening as shown and as required by recognized standards. Countersink nail heads on exposed carpentry work and fill holes.
4. Use common wire nails, except as otherwise indicated. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting of wood; pre-drill as required.

B. Wood Grounds, Nailers, and Blocking:

1. Attach to substrates as required to support applied loading. Countersink bolts and nuts flush with surfaces, unless otherwise shown.

C. Roof Decking:

1. See Alternate number one and Section 03 51 13 – CEMENTITIOUS ROOF DECK.

END OF SECTION

SECTION 07 52 16 – SBS MODIFIED BITUMEN ROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.2 SUMMARY

A. This Sections Includes:

1. Furnish and install an asphaltic membrane roofing system meeting the roofing manufacturer's requirements for the specified warranty, including:
2. Preparation of roofing substrates.
3. Wood nailers for roofing attachment.
4. Insulation.
5. Cover boards.
6. Modified bitumen roofing.
7. Metal roof edging and copings.
8. Flashings.
9. Other roofing-related items specified or indicated on the drawings or otherwise necessary to provide a complete weatherproof roofing system.

- B. Disposal of demolition debris and construction waste is the responsibility of Contractor. Perform disposal in manner complying with all applicable federal, state, and local regulations.

- C. Comply with the published recommendations and instructions of the roofing membrane manufacturer.

- D. Commencement of work by the Contractor shall constitute acknowledgement by the Contractor that this specification can be satisfactorily executed, under the project conditions and with all necessary prerequisites for warranty acceptance by roofing membrane manufacturer. No modification of the Contract Sum will be made for failure to adequately examine the Contract Documents or the project conditions.

1.3 REFERENCES

- A. Referenced Standards: These standards form part of this specification only to the extent they are referenced as specification requirements.
- B. ASTM C1777 – Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus; 2010.
- C. ASTM C 208 - Standard Specification for Cellulosic Fiber Insulating Board; 2012
- D. ASTM C 209 – Standard Test Methods for Cellulosic Fiber Insulating Board; 2012.
- E. ASTM C518 – Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus; 2010.
- F. ASTM C 1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board; 2013.
- G. ASTM D 1079 - Standard Terminology Relating to Roofing, Waterproofing, and Bituminous Materials; 2013.
- H. ASTM D 1621 - Standard Test Method for Compressive Properties of Cellular Plastics; 2010.
- I. ASTM D 1622 – Standard Test Method for Apparent Density of Rigid Cellular Plastics; 2008.
- J. ASTM D 3273 – Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber; 2012.
- K. ASTM D 6163 - Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Glass Fiber Reinforcements.
- L. ASTM D 6164 - Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Polyester Reinforcements.
- M. FM 1-28 – Wind Design; Factory Mutual System; 2007.
- N. FM 1-29 - Roof Deck Securement and Above Deck Roof Components; Factory Mutual System; 2006.
- O. PS 1 – Structural Plywood; 2009.
- P. PS 20 - American Softwood Lumber Standard; 2010
- Q. SPRI ES-1 – Wind Design Standard for Edge Systems Used with Low Slope Roofing Systems; 2010 or current enforced edition. (ANSI/SPRI ES-1).

1.4 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D 1079 for definition of terms related to roofing work not otherwise defined in the section.

- B. LTTR: Long Term Thermal Resistance, as defined by CAN-ULC S770.

1.5 SUBMITTALS

A. Product Data:

1. Provide membrane manufacturer's printed submittal package to show that all components of roofing system, including insulation and fasteners, comply with the specified requirements and with the membrane manufacturer's requirements and recommendations for the system type specified; include data for each product used in conjunction with roofing membrane.
2. Where UL or FM requirements are specified, provide documentation that shows that the roofing system to be installed is UL-Classified or FM-approved, as applicable; include data itemizing the components of the classified or approved system.
3. Samples: Submit samples of each product to be used.
4. Shop Drawings: Provide:
 1. The roof membrane manufacturer's standard details customized for this project for all relevant conditions, including flashings, base tie-ins, roof edges, terminations, expansion joints, penetrations, and drains,
 2. For tapered insulation, provide project-specific layout and dimensions for each board.
5. Pre-Installation Notice: Copy to show that manufacturer's required Pre-Installation Notice (PIN)
6. Installation Instructions: Provide manufacturer's instructions to installer, marked up to show exactly how all components will be installed; where instructions allow installation options, clearly indicate which option will be used.

B. Samples: Submit samples of at least the following:

1. Sample of roof membrane.
2. Sample of each insulation type.

C. Specimen Warranty: Submit prior to starting work.

D. Installer Qualifications: Letter from manufacturer attesting that the roofing installer meets the specified qualifications.

E. Executed Warranty.

1.6 QUALITY ASSURANCE

- A. Applicator Qualifications: Roofing installer shall have the following:
 - 1. Fully staffed office within 100 miles of the job site.
 - 2. At least five years' experience in installing specified system.
 - 3. Capability to provide payment and performance bond to building owner.
- B. Pre-Installation Conference: Before start of roofing work, Contractor shall hold a meeting to discuss the proper installation of materials and requirements to achieve the warranty.
 - 1. Require attendance with all parties directly influencing the quality of roofing work or affected by the performance of roofing work.
 - 2. Notify Architect well in advance of meeting.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Deliver products in manufacturer's original containers, dry and undamaged, with seals and labels intact and legible.
- B. Store materials clear of ground and moisture with weather protective covering.
- C. Do not overload the structure with stored materials.
- D. Keep combustible materials away from ignition sources.

1.8 WARRANTY

- A. Comply with all warranty procedures required by manufacturer, including notifications, scheduling, and inspections.
- B. Warranty: 20 year warranty covering membrane, roof insulation, and membrane accessories.
- C. Limit of Liability: No dollar limitation.
- D. Scope of Coverage: Repair leaks in the roofing system caused by:
 - 1. Ordinary wear and tear of the elements.
 - 2. Manufacturing defect in materials.
 - 3. Defective workmanship used to install these materials.
 - 4. Damage due to winds up to 55 mph (88 km/h).

E. Not Covered:

1. Damage due to winds in excess of 55 mph.
2. Damage due hurricanes or tornadoes.
3. Hail.
4. Intentional damage.
5. Unintentional damage due to normal rooftop inspections, maintenance, or service.

1.9 MODIFIED BITUMEN ROOF SYSTEM SERVICE GUARANTEE:

- A. In addition to the above guarantee, the roofing contractor shall provide a written guarantee agreeing to keep the roof free of leaks for a period of two (2) years starting at the time of acceptance of the project by the Owner.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Roofing System: Basis of design: Firestone Building Products Co., Carmel, IN.
www.firestonebpco.com.
- B. Roofing systems manufactured by the following are acceptable provided the roofing system is completely equivalent in materials and warranty conditions and the manufacturer meets the following qualifications:
- a. Specializing in manufacturing the roof system to be provided.
 - b. Minimum ten yeats of experience manufacturing the type of roofing to be provided.
 - c. Able to provide a no dollar limit, single source roof system warranty that is backed by corporate assets in excess of one billion dollars.
 - d. ISO 9002 certified.
 - e. Able to provide isocyanurate insulation that is produced in its own facilities.
 - f. Roof systems manufactured by the companies listed below are acceptable provided they are completely equivalent in materials and warranty conditions:
2. GAF
 3. Johns Manville
 4. Suprema
- C. Manufacturer of Insulation and Cover Boards: Same manufacturer as roof membrane.
- D. Manufacturer of Metal Roof Edging: Same manufacturer as roof membrane.
1. Metal roof edging products by other manufacturers are not acceptable

2. Field – or shop-fabricated metal roof edgings are acceptable when fabricated from metal that is included in a single source roofing manufacturer’s warranty.
- E. Substitution Procedures: See Instructions to Bidders.
- F. Submit evidence that the proposed substitution complies with the specified requirements.

2.2 ROOFING SYSTEM DESCRIPTION

- A. Roofing System: Strrene-butadiene-styrene (SBS) modified bitumen membrane.
 1. Membrane and Attachment: Mineral granule surfaced cap sheet and base sheet hot asphalt applied.
 2. Granule Color: White.
 3. Comply with applicable local building code requirements.
 4. Provide assembly having Underwriters Laboratories, Inc. (UL) Class A Fire Hazard Classification.
 5. Provide assembly complying with Factory Mutual Corporation (FM) Roof Assembly Classification, FM DS 1-28 and 1-29, and meeting minimum requirements of FM 1-90 wind uplift rating.
- B. Insulation:
 1. R Value: 6.1 per 1”, minimum with minimum 2” at roof drains.
 2. Base Layer: Polyisocyanurate foam board, non-composite.
 - a. Attachment: mechanical
 3. Top Layer: Polyisocyanurate foam board, non-composite
 - a. Attachment: mechanical
- C. Insulation Cover Board: Gypsum-Based Cover Board:
 1. Thickness: 0.5 inch (12.7mm)
 2. R-Value (LTTR): Negligible
 - a. Attachment: Adhered

2.3 SBS MODIFIED BITUMEN MATERIALS

- A. Nailable Base sheet: Asphalt impregnated and coated and has a glass fiber mat reinforcement with the following additional characteristics:
 1. Nominal Thickness: 0.055 inch
 2. Net Mass: 23.3 lb/100ft²
 3. Sheet Width: 3.3 feet (1m) nominal.

- B. Cap Sheet: Granule surfaced SBS polymer-modified bitumen sheet, complying with ASTM D 6164 Type I, Grade G, with the following additional characteristics:
 - 1. Formulated for hot asphalt and cold adhesive application.
 - 2. Reinforcing Fabric: 3.89lb/100 ft² (190 gram/m²) non-woven polyester mat enhanced with continuous glass fiber strands in the machine direction.
 - 3. Nominal Thickness: 0.155 inch (4.0 mm).
 - 4. Post Consumer Recycled Content: 4 percent, nominal.
 - 5. Sheet Width: 3.3 feet (1 m), nominal.
 - 6. Granule Color: White.
 - 7. Acceptable Product: SBS Cap FR by Firestone or equal.
- C. Interply Base Sheet: SBS polymer-modified bitumen sheet, complying with ASTM D 6163, Type I, Grade S, with the following additional characteristics:
 - 1. Reinforcing Fabric: 1.8lb/100ft² (90 gram/m²) non-woven glass fiber mat.
 - 2. Nominal Thickness: 0.090 inch (2.2 mm).
 - 3. Net Mass: 52lb/100ft² (2,692 gram/m²).
 - 4. Sheet Width: 3.3 feet (1 m), nominal.
 - 5. Acceptable Product: SBS Base by Firestone or equal.
- D. Flashings: Same materials and configuration as roofing membrane.

2.4 ROOF INSULATION AND COVER BOARDS

- A. Cover Board: Gypsum-Based Cover Board: Non-combustible, water resistant gypsum core with embedded glass mat facers, complying with ASTM C 1177/C 1177M and with the following additional characteristics:
 - 1. Size: 48 inches (1220 mm) by 48 inches (1220 mm), nominal.
 - a. Board to be attached using adhesive or asphalt may be no larger than 48 inches (1220 mm) by 48 inches (1220 mm).
 - 2. Thickness: 1/2 inch (12mm).
 - 3. Surface Water Absorption: 2.5 g, maximum, when tested in accordance with ASTM C 473.
 - 4. Spanning Capability: As recommend by manufacturer for maximum flute spans.
 - 5. Surface Burning Characteristics: Flame spread of 0, smoke developed of 0, when tested in accordance with ASTM E 84.
 - 6. Combustibility: Non-Combustible, when tested in accordance with ASTM E 136.
 - 7. Factory Mutual approved for use with FM 1-60 and 1-90 rated roofing assemblies
 - 8. Acceptable Product: DensDeck Roof Boards by Georgia Pacific or equal.

- B. Polyisocyanurate Board Insulation: Closed cell Polyisocyanurate foam with black glass reinforced mat laminated to faces, complying with ASTM C 1289 Type II Class 1, with the following additional characteristics:
1. Thickness: ¼” per foot tapered iso system (2” minimum at roof drains)
 2. Size: 48 inches (1220 mm) by 48 inches (1220 mm), nominal.
 - a. Exception: Insulation to be attached using adhesive or asphalt may be no larger than 48 inches (1220 mm) by 48 inches (1220 mm), nominal.
 3. Compressive Strength: 20 psi (138 kPa) when tested in accordance with ASTM C1289.
 4. Ozone Depletion Potential: Zero; made without CFC or HCFC blowing agents.
 5. Recycled Content: 19 percent post-consumer and 15 percent post-industrial, average.
 6. Base Layer: Polyisocyanurate foam board, non-composite.
 - a. Attachment: Adhered
 7. Top layer: Polyisocyanurate foam board, non-composite.
 - a. Attachment: Adhered
 8. Acceptable Product: ISO 95+ GL Polyisocyanurate Insulation by Firestone or equal.
- C. Insulation Fasteners: Type and size as required by roof membrane manufacturer for roofing system and warranty to be provided; use only fasteners furnished by roof membrane manufacturer.
- D. Adhesive for Insulation Attachment: Type as required by roof membrane manufacturer for roofing system and warranty to be provided; use only adhesives furnished by roof membrane manufacturer.

2.5 METAL ACCESSORIES

- A. Metal Roof Edging and Fascia: Continuous metal edge member serving as termination of roof membrane and retainer for metal fascia; watertight with no exposed fasteners; mounted to roof edge nailer.
1. Wind Performance:
 - a. Membrane Pull-Off Resistance: 100lbs/ft (1460 N/m), minimum, when tested in accordance with ANSI/SPRI ES-1 Test Method RE-1, current edition.
 - b. Fascia Pull-Off Resistance: At least the minimum required when tested in accordance with ANSI/SPRI ES-1 Test Method RE-2, current edition.
 - c. Provide product listed in current Factory Mutual Research Corporation Approval Guide with at least FM 1-270 rating.
 2. Fascia Face Height: 5 inches (127 mm)
 3. Edge Member Height Above Nailer: 1-1/4 inches (31 mm).
 4. Fascia Material and Finish: 24 gage, 0.024 inch (0.06 mm) galvanized steel with Kynar 500 finish in manufacturer’s standard color; matching concealed joint splice plates; factory-installed protective plastic film.
 5. Length: 144 inches (3650 mm).
 6. Functional Characteristics: Fascia retain supports while allowing for free thermal cycling of fascia.
 7. Aluminum Bar: Continuous 6063-T6 alloy aluminum extrusion with pre-punched slotted holes; miters welded; injection molded EPDM splices to allow thermal expansion.
 8. Anchor Bar Cleat: 20 gage, 0.036 inch (0.9 mm) G90 coated commercial type galvanized steel with pre-punched holes.

9. Curved Applications: Factory modified.
 10. Fasteners: Factory-provided corrosion resistant fasteners, with drivers' no exposed fasteners permitted.
 11. Special Shaped Components: Provide factory fabricated pieces necessary for complete installation, including miters, scuppers, and end caps; minimum 14 inch (355 mm) long lets on corner pieces.
 12. Scuppers: Welded watertight.
 13. Accessories: Provide matching brick wall cap, downspout, extenders, and other special fabrications as shown on the drawings.
- B. Parapet Copings: Formed metal coping with galvanized steel anchor/support cleats for capping any parapet wall; watertight, maintenance free, without exposed fasteners; butt type joints with concealed splice plates; mechanically fastened as indicated; Firestone PTCF or equal
1. Wind Performance:
 - a. At least the minimum required when tested in accordance with ANSI/SPRI ES-1 Test Method RE-3, current edition.
 - b. Provide product listed in current Factory Mutual Research Corporation Approval Guide with at least FM 1-90 rating.
 2. Description: Coping sections allowed to expand and contract freely while locked in place on anchor cleats by mechanical pressure from hardened stainless steel springs factory attached to anchor cleats; 8 inch (200 mm) wide splice plates with factory applied dual non-curing sealant strips capable of providing watertight seal.
 3. Material and Finish: 24 gage, 0.024 inch (0.06 mm) thick galvanized steel with Kynar 500 finish in manufacturer's standard color; matching concealed joint splice plates; factory-installed protective plastic film.
 4. Dimensions:
 - a. Wall Width: As indicated on the drawing
 - b. Piece Length: Minimum 144 inches (3650 mm).
 - c. Curved Application: Factory fabricated in true radius.
 5. Anchor/support Cleats 20 gage, 0.036 inch (0.9 mm) thick pre-punched galvanized cleat with 12 inch (305 mm) wide stainless steel spring mechanically locked to cleat at 72 inches (1820 mm) on center.
 6. Special Shaped Components: Provide factory-fabricated pieces necessary for complete installation, including miters, corners, intersections, curves, pier caps, and end caps; minimum 14 inch (355 mm) long legs on corner, intersection, and end pieces.
 7. Fasteners: Factory-furnished; electrolytically compatible; minimum pull out resistance of 240 pounds (109kg) for actual substrate used; no exposed fasteners.

2.6 ACCESSORY MATERIALS

- A. Wood Nailers: PS 20 dimension lumber, Structural Grade No. 2 or better Southern Pine, Douglas Fir; or PS 1, APA Exterior Grade plywood; pressure preservative treated.
1. Width: 3-1/2 inches (90 mm), nominal minimum, or as wide as the nailing flange of the roof accessory to be attached to it.
 2. Thickness: Same as thickness of roof insulation.

3. Cant Strips and Tapered Edge Strips: 45 degree face slope and minimum 5 inch (127mm) face dimension; provide at all angle changes between vertical and horizontal planes that exceed 45 degrees.
 - a. Type: Wood fiber, complying with ASTM c208.
 - b. Install using low rise foam adhesive, hot asphalt (Type III or IV), roofing mastic or mechanically fastened using fasteners and plates approved by roofing manufacturer.

PART 3 - EXECUTION

3.1 INSTALLATION - GENERAL

- A. Install roofing, insulation, flashings, and accessories in accordance with roofing manufacturer's published instructions and recommendations for the specified roofing system. Where manufacturer provides no instructions or recommendations, follow good roofing practices and industry standards. Comply with federal, state, and local regulations.
- B. Obtain all relevant instructions and maintain copies at project site for duration of installation period.
- C. Do not start work until Pre-Installation Notice has been submitted to manufacturer as notification that this project requires a manufacturer's warranty.
- D. Perform work using competent and properly equipped personnel.
- E. Temporary closures, which ensure that moisture does not damage any completed section of the new roofing system, are the responsibility of the applicator. Completion of flashings, terminations, and temporary closures shall be completed as required to provide a watertight condition.
- F. Install roofing membrane only when surfaces are clean, dry, smooth and free of snow or ice; do not apply roofing membrane during inclement weather or when ambient conditions will not allow proper application; consult manufacturer for recommended procedures during cold weather. Do not work with sealants and adhesives when material temperature is outside the range of 60 to 80 degrees F (15 to 25 degrees C).
- G. Protect adjacent construction, property, vehicles, and persons from damage related to roofing work; repair or restore damage caused by roofing work.
 1. Protect from spills and overspray from bitumen, adhesives, sealants and coatings.
 2. Particularly protect metal, glass, plastic, and painted surfaces from bitumen, adhesives, and sealants within the range of wind-borne overspray.
 3. Protect finished areas of the roofing system from roofing related work traffic and traffic by other trades.
- H. Until ready for use, keep materials in their original containers as labeled by the manufacturer.

- I. Consult membrane manufacturer's instructions, container labels, and Material Safety Data Sheets (SDS) for specific safety instructions. Keep all adhesives, sealants, primers and cleaning materials away from all sources of ignition.

3.2 EXAMINATION

- A. Examine roof deck to determine that it is sufficiently rigid to support installers and their mechanical equipment and that deflection will not strain or rupture roof components or deform deck.
- B. Verify that surfaces and site conditions are ready to receive work. Correct defects in the substrate before commencing with roofing work. SEE ALTERNATE NUMBER ONE.
- C. Examine roof substrate to verify that it is properly sloped to drains.
- D. Verify that the specifications and drawing details are workable and not in conflict with the roofing manufacturer's recommendations and instructions; start of work constitutes acceptable of project conditions and requirements.

3.3 PREPARATION

- A. Take appropriate measures to ensure that fumes from adhesive solvents are not drawn into the building through air intakes.
- B. Prior to proceeding, prepare roof surface so that it is clean, dry, and smooth, and free of sharp edges, fins, roughened surfaces, loose or foreign materials, oil, grease and other materials that may damage the membrane.
- C. Fill all surface voids in the immediate substrate that are greater than 1/4 inch (6 mm) wide with fill material acceptable insulation to membrane manufacturer. SEE ALTERNATE NUMBER ONE.
- D. Seal, grout, or tape deck joints, where needed, to prevent bitumen seepage into building.

3.4 ASPHALT APPLICATION – GENERAL

- A. Apply by machine or by hand. Follow all industry and manufacturer requirements for heating, storage and handling of asphalt. Do not apply asphalt or ply sheets if asphalt temperature is above or below that recommended.
- B. During installation of the membrane, keep mop full with proper amounts of asphalt; do not scrub with the mop when applying the asphalt. Asphalt in this application is used as an adhesive for the modified bitumen membrane and should be installed at approximately 400 degrees F at the point of application at a rate of 20-25 lbs per 100 square feet.
- C. Extend hot asphalt application not more than 5 to 10 feet (1.5 to 3 meters) beyond roll currently being installation and no more than 48 inches (1220 mm) when the temperature is below 50 degrees F (10 degrees C).

- D. Keep roof top traffic to a minimum on newly applied membrane and for a period after in order to minimize damage and bitumen displacement. Set rolls from the “cold” side of the roof.
- E. Roll the roofing membrane into the hot bitumen with positive pressure to assure firm and uniform attachment to the asphalt without creating any voids or wrinkles.

3.5 NAILABLE BASE SHEET

- A. Install base sheet per manufactures guidelines and specifications.

3.6 INSULATION AND COVER BOARD INSTALLATION

- A. Install insulation in configuration and with attachment method(s) specified in PART 2, under Roofing System.
- B. Install only as much insulation as can be covered with the completed roofing system before the end of the day's work or before the onset of inclement weather.
- C. Neatly and tightly fit insulation to all penetrations, projections, and nailers, with gaps not greater than 1/4 inch (6 mm). Fill gaps greater than 1/4 inch (6 mm) with acceptable insulation. Do not leave the roofing membrane unsupported over a space greater than 1/4 inch (6 mm).
- D. Mechanical Fastening: Using specified fasteners and insulation plates engage fasteners through insulation into deck to depth and in pattern required by Factory Mutual for FM Class specified in PART 2 and membrane manufacturer, whichever is more stringent.
- E. Asphalt Attachment: Heat and apply asphalt in accordance with membrane manufacturer's instructions and recommendations; "walk-in" individual roof insulation boards to obtain maximum adhesive contact.

3.7 MODIFIED BITUMEN INSTALLATION WITH HOT ASPHALT

- A. In air temperature below 50 degrees F (10 degrees C), unroll sheets and allow to relax; flatten with broom if necessary to eliminate voids and obtain proper embedment.
- B. Start at the low point with a full width sheet; embed sheets in full mopping of asphalt.
- C. Maintain one-half sheet stagger between first and second layer; install with minimum 3 inch (75 mm) side laps and 6 inch (150 mm) end laps; keep sheets free of wrinkles, buckles and fish mouths.
- D. Apply asphalt at rate recommended by roof membrane manufacturer; a minor flow of hot asphalt should be seen coming from the side laps.
- E. Granule Surfaced Sheets: Apply matching granules to areas of asphalt “bleed-out” while the asphalt is still hot.

- F. Complete the entire membrane installation without undue delay.
 - 1. Exception: The cap sheet may be installed not more than 14 days after installation of the interply base sheet.
 - a. Before resuming installation, be sure the surface of the last sheet is clean and dry; broomed and cleaned sufficiently using the necessary equipment.
 - b. Remove materials that show evidence of water intrusion and replace with like material.
 - c. Cover materials that have been damaged with additional layers of ply sheets installed over them equal in quantity to those originally installed.
 - d. Prime the surface using asphalt primer at rate recommended by roofing manufacturer.

3.8 FLASHING AND ACCESSORIES INSTALLATION

- A. Install flashings, including laps, splices, joints, bonding, adhesion, and attachment, as required by membrane manufacturer's recommendations and details.
- B. Metal Accessories: Install metal edgings, gravel stops, and copings in locations indicated on the drawings, with horizontal leg of edge member over membrane and flashing over metal onto membrane.
 - 1. Follow roofing manufacturer's instructions.
 - 2. Remove protective plastic surface film immediately before installation.
 - 3. Install water block sealant under the membrane anchorage leg.
 - 4. Flash with manufacturer's recommended flashing sheet unless otherwise indicated.
 - 5. Where single application of flashing will not completely cover the metal flange, install additional piece of flashing to cover the metal edge.
 - 6. If the roof edge includes a gravel stop and sealant is not applied between the laps in the metal edging, install an additional piece of self-adhesive flashing membrane over the metal lap to the top of the gravel stop; apply seam edge treatment at the intersections of the two flashing sections.
- C. Scuppers: Set in sealant and secure to structure; flash as recommended by manufacturer.
- D. Roofing Expansion Joints: Install as shown on drawings and as recommended by roofing manufacturer.
- E. Flashing at Walls, Curbs, and Other Vertical and Sloped Surfaces: Install weathertight flashing at all walls, curbs, parapets, curbs, skylights, and other vertical and sloped surfaces that the roofing membrane abuts to; extend flashing at least 8 inches (200 mm) high above membrane surface.
 - 1. Use the longest practical flashing pieces.

2. Evaluate the substrate and overlay and adjust installation procedure in accordance with membrane manufacturer's recommendations.
3. Complete the splice between flashing and the main roof before adhering flashing to the vertical surface.
4. Provide termination directly to the vertical substrate as shown on roof drawings.

F. Roof Drains:

1. Taper insulation around drain to provide smooth transition from roof surface to drain. Use specified pre-manufactured tapered insulation with facer or suitable bonding surface to achieve slope; slope not to exceed manufacturer's recommendations.
2. Position membrane, then cut a hole for roof drain to allow 1/2 to 3/4 inch (12 to 19 mm) of membrane to extend inside clamping ring past drain bolts.
3. Make round holes in membrane to align with clamping bolts; do not cut membrane back to bolt holes.
4. Apply sealant on top of drain bowl where clamping ring seats below the membrane.
5. Install roof drain clamping ring and clamping bolts; tighten clamping bolts to achieve constant compression.

G. Flashing at Penetrations: Flash all penetrations passing through the membrane; make flashing seals directly to the penetration.

1. Pipes, Round Supports, and Similar Items: Flash with specified pre-molded pipe flashings wherever practical; otherwise use specified self-curing elastomeric flashing.
2. Pipe Clusters and Unusual Shaped Penetrations: Provide penetration pocket at least 2 inches (50 mm) deep, with at least 1 inch (25 mm) clearance from penetration, sloped to shed water.
3. Structural Steel Tubing: If corner radii are greater than 1/4 inch (6 mm) and longest side of tube does not exceed 12 inches (305 mm), flash as for pipes; otherwise, provide a standard curb with flashing.
4. Flexible and Moving Penetrations: Provide weathertight gooseneck set in sealant and secured to deck, flashed as recommended by manufacturer.
5. High Temperature Surfaces: Where the in-service temperature is, or is expected to be, in excess of 180 degrees F (82 degrees C), protect the elastomeric components from direct contact with the hot surfaces using an intermediate insulated sleeve as flashing substrate as recommended by membrane manufacturer.

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3.9 FIELD QUALITY CONTROL

- A. Inspection by Manufacturer: Provide final inspection of the roofing system by a Technical Representative employed by roofing system manufacturer specifically to inspect installation for warranty purposes (i.e. not a sales person).
- B. Perform all corrections necessary for issuance of warranty.

3.10 CLEANING

- A. Clean all contaminants generated by roofing work from building and surrounding areas, including bitumen, adhesives, sealants, and coatings.
- B. Repair or replace building components and finished surfaces damaged or defaced due to the work of this section; comply with recommendations of manufacturers of components and surfaces.
- C. Remove leftover materials, trash, debris, equipment from project site and surrounding areas.

3.11 PROTECTION

- A. Where construction traffic must continue over finished roof membrane, provide durable protection and replace or repair damaged roofing to original condition.

END OF SECTION

SECTION 07 62 00 - SHEET METAL FLASHING AND TRIM.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.2 SUMMARY:

- A. This Section includes sheet metal flashing and trim in the following categories:
 - 1. Roof Drainage Systems
 - a. Exposed trim, Roof Edge Trim, and fascia.
 - b. Copings.
 - c. Metal flashing.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
- C. Division 7 Section "Joint Sealants" for elastomeric sealants.
- D. Division 7 Roofing Sections for flashing and roofing accessories installed integral with roofing membrane as part of roofing-system work.

1.3 PERFORMANCE REQUIREMENTS

- A. General: Install sheet metal flashing and trim to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failing.
- B. Fabricate and install flashings at roof edges to comply with recommendations of FM Loss Prevention Data Sheet 1-49 for the following wind zone:
 - 1. Wind Zone 2: Wind pressures of 31 to 45 psf.

1.4 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product Data including manufacturer's material and finish data, installation instructions, and general recommendations for each specified flashing material and fabricated product.
- C. Shop Drawings of each item specified showing layout, profiles, methods of joining, and anchorage details.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced Installer who has completed sheet metal flashing and trim work similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.

1.6 PROJECT CONDITIONS

- A. Coordinate Work of this Section with interfacing and adjoining Work for proper sequencing of each installation. Ensure best possible weather resistance, durability of Work, and protection of materials and finishes.

PART 2 - PRODUCTS

2.1 METALS

- A. Note: All metals provided shall be supplied by roofing manufacturer and/or approved by roofing manufacturer for incorporation into the roofing system which allows metal flashing to be included in the roofing membrane guarantee and carry the same guarantee as the roof. Adjustment of material and material thickness listed as follows may require adjustment to obtain requirements for inclusion in the roofing system guarantee. These adjustments shall be made at no additional cost to the owner.
- B. Copper: ASTM B 370; temper H00, cold rolled except where temper 060 is required for forming; not less than 16 oz./sq. ft. (0.55 mm thick), unless otherwise indicated.
- C. Lead Sheet: ASTM B 749, Type L51121, copper-bearing lead sheet, with minimum thickness of 0.0625 inch (1.6 mm) except not less than 0.0937 inch (2.4 mm) thick for applications where burning (welding) is involved.

2.2 MISCELLANEOUS MATERIALS AND ACCESSORIES

- A. Burning Rod for Lead: Same composition as lead sheet.
- B. Solder: ASTM B 32, Grade Sn50, used with rosin flux.
- C. Fasteners: Same metal as sheet metal flashing or other noncorrosive metal as recommended by sheet metal manufacturer. Match finish of exposed heads with material being fastened.
- D. Asphalt Mastic: SSPC-Paint 12, solvent-type asphalt mastic, nominally free of sulfur and containing no asbestos fibers, compounded for 15-mil dry film thickness per coat.
- E. Mastic Sealant: Polyisobutylene; non-hardening, non-skinning, nondrying, non-migrating sealant.
- F. Elastomeric Sealant: Generic type with requirements for joint sealants as specified in Division 7 Section "Joint Sealants."

- G. Epoxy Seam Sealer: 2-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior and interior nonmoving joints, including riveted joints.
- H. Adhesives: Type recommended by flashing sheet metal manufacturer for waterproof and weather-resistant seaming and adhesive application of flashing sheet metal.
- I. Paper Slip Sheet: 5-lb./square (0.244 kg/sq. m) red rosin, sized building paper conforming to FS UU-B-790, Type I, Style 1b.
- J. Polyethylene Underlayment: ASTM D 4397, minimum 6-mil- (0.15- mm-) thick black polyethylene film, resistant to decay when tested according to ASTM E 154.
- K. Metal Accessories: Provide sheet metal clips, straps, anchoring devices, and similar accessory units as required for installation of Work, matching or compatible with material being installed; noncorrosive; size and thickness required for performance.
- L. Roofing Cement: ASTM D 4586, Type I, asbestos free, asphalt based.

2.3 FABRICATION, GENERAL

- A. Sheet Metal Fabrication Standard: Fabricate sheet metal flashing and trim to comply with recommendations of SMACNA's "Architectural Sheet Metal Manual" that apply to the design, dimensions, metal, and other characteristics of the item indicated.
- B. Comply with details shown to fabricate sheet metal flashing and trim that fit substrates and result in waterproof and weather-resistant performance once installed. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
- C. Form exposed sheet metal Work that is without excessive oil canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems.
- D. Seams: Fabricate nonmoving seams in aluminum with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints for additional strength.
 - 1. Copings: Prefabricate internal and exterior corners.
- E. Expansion Provisions: Space movement joints at maximum of 10 feet (3 m) with no joints allowed within 24 inches (610 mm) of corner or intersection. Where Lapped or bayonet-type expansion provisions in Work cannot be used or would not be sufficiently weatherproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25mm) deep, filled with mastic sealant (concealed within joints).
- F. Sealed Joints: Form non-expansion, but moveable, joints in metal to accommodate elastomeric sealant to comply with SMACNA standards.
- G. Separate metal from non-compatible metal or corrosive substrates by coating concealed surfaces at locations of contact with asphalt mastic or other permanent separation as recommended by manufacturer.

- H. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of sheet metal exposed to public view.
- I. Fabricate cleats and attachment devices from same material as sheet metal component being anchored or from compatible, noncorrosive metal recommended by sheet metal manufacturer.
 - 1. Size: As recommended by SMACNA manual or sheet metal manufacturer for application but never less than thickness of metal being secured.

2.4 SHEET METAL FABRICATIONS

- A. General: Fabricate sheet metal items in thickness or weight needed to comply with performance requirements but not less than that listed below for each application and metal.
- B. Scuppers: Fabricate from the following material:
 - 1. Aluminum: 0.0320 inch (0.8 mm) thick.
- C. Exposed Trim, Roof Edge Trim, and Fasciae: Fabricate from the following material:
 - 1. Aluminum: 0.050 inch (1.2 mm) thick.
- D. Copings: Fabricate from the following material
 - 1. Aluminum: 0.050 inch (1.2 mm) thick.
- E. Base Flashing: Fabricate from the following material
 - 1. Aluminum: 0.040 inch (1.0mm) thick.
- F. Counter Flashing, Reglets, and Wind-Restraint Clips: Fabricate from the following material:
 - 1. Aluminum: 0.0320 inch (0.8 mm) thick.
- G. Roof-Penetration Flashing: Fabricate from the following material:
 - 1. Lead: 4.0 lb/sq. ft. (0.55 mm thick), hard tempered.

2.5 ALUMINUM EXTRUSION FABRICATIONS

- A. Aluminum Extrusion Units: Fabricate extruded-aluminum running units with formed or extruded-aluminum joint covers for installation behind main members where possible. Fabricate mitered and welded corner units.

2.6 ALUMINUM FINISHES

- A. General: Comply with Aluminum Association's (AA) "Designation System for Aluminum Finishes" for finish designations and application recommendations.
- B. Class I, Clear Anodic Finish: AA-C22A41 (Chemical Finish: etched, medium matte; Anodic Coating: Architectural Class I, clear coating 0.018 mm or thicker) complying with AAMA 607.1.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions under which sheet metal flashing and trim are to be installed and verify that Work may properly commence. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. General: Unless otherwise indicated, install sheet metal flashing and trim to comply with performance requirements, manufacture's installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Anchor units of Work securely in place by methods indicated, providing for thermal expansion of metal units; conceal fasteners where possible., and set units true to line and level as indicated. Install Work with laps, joints, and seams that will be permanently watertight and weatherproof.
- B. Install exposed sheet metal Work that is without excessive oil canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and to result in waterproof and weather-resistant performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
- C. Roof-Edge Flashings: Secure metal flashings at roof edges according to FM Loss Prevention Data Sheet 1-49 for specified wind zone.
- D. Expansion Provisions: Provide for thermal expansion of exposed sheet metal Work. Space movement joints at maximum of 10 feet (3 m) with no joints allowed within 24 inches (610 mm) of corner or intersection. Where lapped or bayonet-type expansion provisions in Work cannot be used or would not be sufficiently weatherproof and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with mastic sealant (concealed with joints).
- E. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets to be soldered to a width of 1-1/2 inches (38 mm), except where pre-tinned surface would show in finished Work.

1. Do not solder the following metals:
 - a. Aluminum.
 - b. Coil-coated galvanized steel sheet.
 2. Pre-tinning is not required for the following metals:
 - a. Lead.
 3. Do not use torches for soldering. Heat surfaces to receive solder and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.
- F. Sealed Joints: Form non-expansion, but movable, joints in metal to accommodate elastomeric sealant to comply with SMACNA standards. Fill joint with sealant and form metal to completely conceal sealant.
1. Use joint adhesive for nonmoving joints specified not to be soldered.
- G. Seams: Fabricate nonmoving seams in aluminum with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints for additional strength.
- H. Separations: Separate metal from non-compatible metal or corrosive substrates by coating concealed surfaces, at locations of contact, with asphalt mastic or other permanent separation as recommended by manufacturer.
1. Underlayment: Where installing stainless steel or aluminum directly on cementitious or wood substrates, install a slip sheet of red-rosin paper and a course of polyethylene underlayment.
 2. Bed flanges of Work in a thick coat of roofing cement where required for waterproof performance.
- I. Counter flashings: Coordinate installation of counter flashings with installation of assemblies to be protected by counterflashing. Install counter flashings in reglets or receivers. Secure in a waterproof manner by means of snap-in installation and sealant, lead wedges and sealant, interlocking folded seam, or blind rivets and sealant. Lap counterflashing joints a minimum of 2 inches (50 mm) and bed with sealant.
- J. Roof-Penetration Flashing: Coordinate roof-penetration flashing installation with roofing and installation of items penetrating roof. Install flashing as follows:
1. Turn lead flashing down inside vent piping, being careful not to block vent piping with flashing.
 2. Seal and clamp flashing to pipes penetrating roof, other than lead flashing on vent piping.

3.3 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces, removing substances that might cause corrosion of metal or deterioration of finishes.
- B. Provide final protection and maintain conditions that ensure sheet metal flashing and trim Work during construction is without damage or deterioration other than natural weathering at the time of Substantial Completion.

END OF SECTION

SECTION 07 92 00 - JOINT SEALERS

PART 1 - GENERAL

1. RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

2. DESCRIPTION OF WORK:

- A. The extent of each form and type of joint sealer is indicated on drawings and by provisions of this section.
- B. The applications for joint sealers as work of this section include the following:
 - 1. Wall joints (exterior and interior).
 - 2. Horizontal Surfaces.
 - 3. Flashing and coping joints.
- C. Refer to Division 8 sections for glazing requirements not work of this section.
- D. Refer to sections of Divisions 15 and 16 for joint sealers in mechanical and electrical work not work of this section.

4. QUALITY ASSURANCE:

- A. Applicator Qualifications: Contractor and job foreman must have a minimum of five (5) years experience installing sealant.
- B. Compatibility and Adhesion Tests: Contractor shall be responsible for verifying with sealant manufacturer that all sealants to be used are compatible with and will satisfactorily adhere to all substrates. Tests may be conducted in the field or by submission of representative substrate samples to sealant manufacturer's laboratory.
- C. Conduct the following Skin-Over Time/Elastomeric Test: For one-part sealant, a skin-over test and an elastomeric test should be performed once per week and on every new lot of sealant used. The purpose of this test is to check sealant working time and to ensure the sealant cures fully. Any great variation (excessively long times) in the skin-over time may indicate and out-of-life sealant. This test is performed as follows:
 - 1. Spread a 1/16" film of sealant on a sheet of polyethylene (a garbage bag works well).
 - 2. Every few minutes, touch the sealant film lightly with a tool.
 - 3. When the sealant does not adhere to the tool, the sealant has skinned over. Note the time required to reach this point. If a skin has to formed within - 3 hours, do not use this material; contact your Dow Corning Construction Field Specialist or distributor representative.

4. Allow the sealant to cure for 24 hours. After 24 hours, peel the sealant off of the polyethylene sheet. Stretch the sealant slowly to see that it has cured. If the sealant has not cured, contact your Sealant Manufacturer Field Specialist or distributor representative.
 5. Record the results in the Product Quality Control Log book. This testing must be completed and results recorded, retained and available for review upon request. (See "Project Specifications, Documentation and Warranties" for a sample log form and additional information.)
 - D. Standard Field Adhesion Hand Pull Test: A field adhesion test is a simple screening procedure that may help detect application problems such as improper cleaning, use of improper primer, poor primer application or improper joint configuration. As a check for adhesion, a simple hand pull test is required at the job site after the sealant is fully cured (usually within 7 to 21 days). Field adhesion testing should be documented using the filed Adhesion Testing Log (see "Project Specifications, Documentation and Warranties"). It is suggested that 10 tests for the first 1000 feet and one test per thousand feet thereafter be submitted or one test per floor per elevation. The hand pull test procedure is as follows:
 1. Make a knife cut horizontally from one side of the joint to the other.
 2. Make two vertical cuts (from the horizontal cut) approximately 3" long, at both sides of the joint.
 3. Place a 1" mark on the sealant tab.
 4. Grasp the 2" piece of sealant firmly just beyond the 1" mark and pull at a 90-degree angle.
 5. If dissimilar substrates are being sealed, check the adhesion of sealant to each substrate separately. This is accomplished by extending the vertical cut along one side of the joint, checking adhesion to the opposite side, and then repeating for the other surface.
 6. Pass / fail criteria for each sealant are as follows: If the sealant does not pass according to the guidelines provided, consult your local Field Specialist or distributor representative.
 7. Record the test results in a field adhesion test log.
 - E. Repair of Sealant in Adhesion Test Area: Repair the sealant pulled from the test area by applying new sealant to the test area. Assuming good adhesion was obtained, use the same application procedure to repair the areas as was used to originally seal it. Care should be taken to ensure that the original sealant surfaces are clean and that the new sealant is in contact with the original sealant.
 - F. Manufacturer: Sealant manufacturer shall have been in the business of producing the specified sealant types for a minimum of ten (10) years.
8. SUBMITTALS:
- A. Literature: Submit one copy of manufacturer's data sheets, standard color charts, installation instructions and field quality control test procedures for each sealant and primer to be used.
 - B. Warranty: Submit one copy of manufacturer's standard twenty (20) year product warranty and contractor's three-year workmanship warranty.

9. WARRANTY:

- A. Upon job completion, provide manufacturer's standard twenty (20) year product weather seal warranty.
- B. Upon job completion, provide contractor's three (3) year workmanship warranty.

10. DELIVERY, STORAGE, AND HANDLING:

- A. Deliver products in original factory packaging bearing identification of product, manufacturer, batch number, and expiration date as applicable. Provide Material Safety Data Sheets for each product.
- B. Store product in a location protected from freezing, damage, construction activity, precipitation and direct sunlight in strict accordance with manufacturer's recommendations.
- C. Condition products to approximately 60 to 70 degrees F for use in accordance with manufacturer's recommendations.

11. PROJECT CONDITIONS:

- A. Do not use products under conditions of precipitation or freezing weather. Use appropriate measures for protection and supplementary heating to ensure proper drying and curing conditions in accordance with manufacturer's recommendations if application during inclement weather occurs.
- B. Ensure substrate is dry.
- C. Protect all adjacent work from contamination due to mixing, handling, and application of sealants.

PART 2 - PRODUCTS

2.1 MATERIALS:

- A. Manufacturer's: Provide products by one of the following:
 - 1. Dow Corning
 - 2. General Electric
 - 3. Sonneborn
- B. Sealant #1: Dow Corning - 791 Silicone Weatherproofing Sealant, for anodized aluminum, mill finished aluminum, brick, concrete, enameled and reflective glass, glass, primed painted steel, fluorocarbon coated aluminum, steel, granite, limestone, marble, paint, plastic, stone, masonry metal, paint plastic, Polyester Powder coated Aluminum/steel, silicone, stainless steel, stone and wood. Color to be selected by Architect.

- C. Sealant #3: Caulking Compound (for general applications) 1 part Architectural Acrylic Latex.
- D. Primer: Dow Corning - 1200 Prime Coat, primer to be applied to all exterior porous surfaces (i.e. brick). EIFS priming to be recommended by sealant manufacturer.
- E. Sealant #4: Sonneborn Sonolastic NP 1: Single component, non-sag polyurethane with plus or minus 25 percent movement capability for vertical joints.
- F. Sealant #5: Sonneborn Sonolastic SL 1: Single component, self-leveling polyurethane with plus or minus 25 percent movement capability for horizontal joints.
- G. Sealant #6: DAP Dynaflex 230 Premium Elastomeric Sealant ASTM C920 Class 25.
- H. Backer Rod: EIFS requires closed cell polyethylene or Sof-Rod.
- I. Bond Breaker Tape: Pressure sensitive adhesive polyethylene, Teflon, or polyurethane foam tape where required.

PART 3 - EXECUTION

3.1 SEALANTS:

- A. Inspection:
 - 1. Installer must examine substrates, (joint surfaces) and conditions under which joint sealer work is to be performed, and verify that all joint surfaces are clean, sound, free of defects and that dimensions are within sealant manufacturer's size requirements. Commencement of sealant installation shall be evidence that contractor has verified compliance of existing conditions. Do not proceed with joint sealer work until unsatisfactory conditions have been corrected in a manner acceptable to installer.
 - 2. Protect all surroundings from primers and sealant to include, but not be limited to, windows, roofs, walkways, drives, and landscaping.
- B. Joint Preparation:
 - 1. Clean all joint surfaces of contaminants and impurities to the depth at which the new silicone sealant and backer materials are to be installed. This may be accomplished by several methods: Abrading with a wire brush (hand or power), grinding, saw cutting, or solvent cleaning. Follow solvent manufacturer's safe handling recommendations and local, state and federal regulations regarding solvent usage.
 - 2. Blow out all dust, loose particles and other debris using oil free compressed air.
- C. Installation:
 - 1. Solvent clean aluminum and any other non-porous surfaces with recommended solvent using the "Two Cloth Cleaning Method."
 - 2. Apply primer according to manufacturer's instructions.

3. Install backer rod using blunt or rounded tools to assure uniform depth without puncturing or twisting. Closed cell rod shall be a minimum 20% oversized. Install bond breaker tape in shallow joints.
4. Mask or protect adjacent areas that are not to receive sealant.
5. Apply sealant in joints using a pressure gun with nozzle cut to appropriate size. Deposit sealant in a uniform and continuous bead with no gaps or air pockets.
6. Tool joint to required configuration with a blunt instrument as soon as possible after installation, but before sealant begins to skin over. Remove all masking materials immediately after tooling.

D. Locations:

1. These are the general purpose sealants for use of interior and exterior up to 1" in width. One of these sealants shall be used unless otherwise specified herein. The following list is not intended to be inclusive of every condition.
2. Metal reglets where required and lead caulking rope is not used, and elsewhere where flashing is penetrated by coping dowels.
 - a. Metal-to-metal joints where sealing or caulking is shown or necessary.
 - b. Joints occurring between ends of gravel stops, fascias and/or copings and adjacent walls.
3. Use Sealant #1 at all exterior vertical surfaces locations.

E. Workmanship:

1. Surface Preparation: Surfaces of joint to receive caulking or sealants shall be clean, dry to the touch, free from frost, moisture, grease, oil, wax, lacquer, paint, or other foreign matter that would tend to destroy or impair adhesion.
2. Application: Apply caulking and sealing compounds in strict accordance with manufacturer's printed instructions. Avoid dropping or smearing compound on adjacent surfaces. Fill joints solidly with compound and tool. Finish compound smooth and flush, unless joint is otherwise detailed.
3. Cleaning: After filling and finishing joints, remove masking tape. Fresh compound that has accidentally been smeared on masonry shall be scrapped off immediately and rubbed clean with a solvent as recommended by the sealant manufacturer. Upon completion of application of compound, all remaining smears, stains, and other soiling resulting therefrom shall be removed with solvent or other means recommended by manufacturer of compound and the work left in a clean and neat condition.

F. Cure and Protection:

1. Cure sealants and caulking compounds in compliance with manufacturer's instructions and recommendations to obtain high early bond strength, internal cohesive strength and surface durability. Advise contractor of procedures required for cure and protection of joint sealers during construction period, so that they will be without deterioration or damage (other than normal wear and weathering) at time of substantial completion. Cure and protect sealants in a manner which will minimize increased in modules of elasticity and other accelerated aging effects. Replace or restore sealants which are damaged or deteriorated during construction period.

HATTIESBURG AMERICAN BLDG REROOF
CITY OF HATTIESBURG

01/24/2020
CN 19-3754

END OF SECTION

JOINT SEALERS

07 92 00-6



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, February 18, 2020

Re: Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}
File Number: 2020-85
Minute Book #

Summary

Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}

Recommendation Statement

I recommend issuance of manual checks for CDBG Program Claims per attached Memorandum

Please place this on the February 18, 2020 City Council meeting for consideration.

BONNER ANALYTICAL2703 Oak Grove Rd.
Hattiesburg, MS 39402

Invoice

RECEIVED
2/19/20

Customer No.: HATT

Invoice No.: 70877

Bill To: CITY OF HATTIESBURG
ACCOUNTING DEPT
P O BOX 1898
HATTIESBURG, MS 39403-1898**Ship To: CITY OF HATTIESBURG**
ATTN: KEVIN JORDAN
P O BOX 1898
HATTIESBURG, MS 39403-1898

Date		Ship Via		F.O.B.		Terms		
02/03/20				Origin				
Purchase Order Number			Order Date		Sales Person		Our Order Number	
			02/03/20					
Quantity			Item Number	Description	Unit Price	Amount		
Required	Shipped	B.O.						
1	1			INDOOR AIR QUALITY INVESTIGATION PERFORMED 01-06-2020 @ 213 SOUTH 11TH AVENUE HATTIESBURG, MS	1500.00	1500.00		

Invoice subtotal 1500.00

Invoice total 1500.00

Thank You

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard, Director
Department of Urban Development

DATE: February 7, 2020

SUBJECT: Authorize issuance of manual checks for CDBG Program claims

The following request for payment is being submitted for approval during the City Council's February 18, 2020 meeting. Please authorize and approve issuance of manual checks for the claims listed below:

Recipient: Carolyn White
Activity: Relocation assistance
Program: CDBG
Project Site: 213 South 11th Avenue
Amount Requested: \$900.00
Purpose of Request: Draw #1 – February 5- March 4, 2020

Recipient: Bonner Analytical
Activity: Housing Rehabilitation
Program: CDBG
Project Site: 213 South 11th Avenue
Amount Requested: \$1,500.00
Purpose of Request: Air quality clearance



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Chris McGee, Director of Parks and Recreation
cc:
Date: Tuesday, February 18, 2020
Re: Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
File Number: 2020-83
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.2020-83, approve the sale of grave spaces.

Please place this on the February 18, 2020 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: January 27, 2020

The following represents the grave spaces sold on January 27, 2020.

Harvey & Patricia Bazor

(2) Spaces \$ 350.00 (Debit Card)

Southeast Quarter (SE ¼)

Lot 88, Section 38, Highland Cemetery

Laklyn Woodland

(2) Spaces \$ 350.00

Northwest Quarter (NW ¼)

Lot 71, Section 36, Highland Cemetery

Paula E. Mayo

(4) Spaces \$ 700.00

East Half (E ½)

Lot 17, Section 37, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: February 6, 2020

The following represents the grave spaces sold on February 6, 2020.

Tonnie Floyd

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 137, Section 25, Highland Cemetery

Larry Joseph Lee, Sr

(1) Space \$ 175.00

East Half (E ½) of the Southeast Quarter (SE ¼)

Lot 54, Section 1, Highland Cemetery

Roslyn Awls

(2) Spaces \$ 350.00

Northeast Quarter (NE ¼)

Lot 38, Section 35, Highland Cemetery

Wilmer Moore

(1) Space \$ 150.00

East Half (E ½) of the Northwest Quarter (NW ¼)

Lot 1, Section 1, South Hill Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 01-24 2020

SOLD TO:

Mr., Mrs. Miss Harvey & Patricia Bazer

ADDRESS 1043 Old River Rd, Delta, MS 39425

desires to purchase the grave space described below, subject to Cemetery regulations.

SE 1/4 Lot No. 88 Section No. 38 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By Debra Bazer
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 01-24 2020

SOLD TO:

Mr., Mrs. Miss Laklyn Woodland

ADDRESS P.O. Box 1012 Hattiesburg, MS 39403

desires to purchase the grave space described below, subject to Cemetery regulations.

NW 1/4 Lot No. 11 Section No. 36 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By Debra Bazer
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 01-24 2020

SOLD TO:

Mr., Mrs. Miss Paula E. May

ADDRESS 106 Hampton Place Hattiesburg, MS 39403

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 Lot No. 17 Section No. 37 in Highland Cemetery

Number of grave spaces 4 Price per grave space \$ 175.00

Price Received \$ 700.00

CITY OF HATTIESBURG, MISSISSIPPI

By Debra Bazer
Supt. of City Cemeteries

ck #1017

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02-02 2010

SOLD TO:

Mr. Mrs. Miss Tonnie Floyd

ADDRESS 907 Arledge St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S SW 1/4 Lot No. 137 Section No. 25 in Holland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CK # 005549 (Unit)

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 01-31 2010

SOLD TO:

Mr. Mrs. Miss Larry Joseph Lee Sr.

ADDRESS 200 Belwood Drive Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E SE 1/4 Lot No. 54 Section No. 1 in Holland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CK # 7778

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-03 2020

SOLD TO:

Mr. Mrs. Miss Boslyn Aulis

ADDRESS 13704 Dunvegan Dr. Gulfport, MS 39503

desires to purchase the grave space described below, subject to Cemetery regulations.

NE 1/2 Lot No. 38 Section No. 35 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CK # 1003

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 01-29 2020

SOLD TO:

Mr. Mrs. Miss Wilmer Moore

ADDRESS 18 Progress St Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 NW 1/4 Lot No. 1 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

CK # 9248(A+A)

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 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, Harvey & Patricia Bazor, 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 88 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 18th day February, 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 18th day of February, 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, Laklyn Woodland, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¼)

Lot Number 71 Section Number 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day February, 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 18th day of February, 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 Paula E. Mayo, 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 17

Section Number: 37

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 18th day of February, 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 18th day of February, 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 Tonnie Floyd, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 137 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 18th day of February, 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 18th day of February 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., 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 Southeast Quarter (SE¼)

Lot 54 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 18th day of February, 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 18th day of February 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, Roslyn Awls, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¼)

Lot Number 38 Section Number 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day February, 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 18th day of February, 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 Wilmer Moore, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½) of the Northwest Quarter (NW¼)

Lot Number: 1 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 18th day of February, 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 18th day of February, 2020.

My Commission Expires:

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, February 18, 2020

Re: Approve claims docket for the period ending February 14, 2020.
File Number: 2020-113
Minute Book #

Summary

Approve claims docket for the period ending February 14, 2020.

Recommendation Statement

I recommend approval of the claims docket for the period ending February 14, 2020.

Please place this on the February 18, 2020 City Council meeting for consideration.

Date - 02/12/20

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 AB SUPPORT SERVICES	010080	TRAFF	00196709	19002748	SERVS 1/20	TRAFFIC/CONSTR	02/14/20 275446 325.00-
00001 AB SUPPORT SERVICES	010080	ENGR	00196709	19002749	SERVS 1/20	ENGR DEPT	02/14/20 275446 425.00-
AB SUPPORT SERVICES							
Sum							750.00-
00001 ADAMS NURSERY	458866		00196432	19002915	PINE STRAW	POLICE LANDSCAPE	02/14/20 275447 162.50-
ADAMS NURSERY							
Sum							162.50-
00001 ADAMS, ZANE	TRAV ADVANCE		00196701	19002744	TRAV ADV	MSFA FIRE 1001 CLASS	02/14/20 275449 230.00-
ADAMS, ZANE							
Sum							230.00-
00001 ADVANCE AUTO PARTS	560400377849		00195818	19002918	ANTIFREEZE	POLICE SHOP	02/14/20 275450 335.52-
ADVANCE AUTO PARTS							
Sum							335.52-
00001 AFFORDABLE EMERGENCY LIG 1338			00196190	19002919	WATCHGUARD	REPR U#18321	02/14/20 275451 85.00-
00001 AFFORDABLE EMERGENCY LIG 1353			00195947	19002948	SIREN/LIGHTBAR	REPR VARI UNTS	02/14/20 275451 372.87-
00001 AFFORDABLE EMERGENCY LIG 1352			00195947	19002949	EQUIP REPRS	VARI UNITS	02/14/20 275451 680.00-
00001 AFFORDABLE EMERGENCY LIG 1347			00196551	19002950	INSTALL GRAPHICS	U#20429	02/14/20 275451 150.00-
00001 AFFORDABLE EMERGENCY LIG 1346			00196551	19002951	LIGHTBAR	REPR U#18316	02/14/20 275451 170.00-
00001 AFFORDABLE EMERGENCY LIG 1354			00196551	19002952	INSTALL EQUIPMENT	U#18316	02/14/20 275451 595.00-
AFFORDABLE EMERGENCY LIG							
Sum							2,052.87-
00001 AIRGAS USA LLC (NORDAN S 9968122548			00196967	19003008	GAS CYLINDER	RENT FIRE DEPT	02/14/20 275453 208.80-
00001 AIRGAS USA LLC (NORDAN S 9968122549			00196967	19003009	GAS CYLINDER	RENT FIRE DEPT	02/14/20 275453 30.65-
AIRGAS USA LLC (NORDAN S							
Sum							239.45-
00001 AIRGAS USA, LLC (LAUREL) 9968120416			00196964	19003020	CYLINDER	RENT P/W SHOP	02/14/20 275454 309.39-
00001 AIRGAS USA, LLC (LAUREL) 9968120417			00196965	19003021	CYLINDER	RENT CONSTR DEPT	02/14/20 275454 129.47-
AIRGAS USA, LLC (LAUREL)							
Sum							438.86-
00001 ALLBRITTON CHAIN SAW & L 68267			00196286	19002774	AGRI EQUIP	MOTOR OIL HEALTH	02/14/20 275455 440.00-
00001 ALLBRITTON CHAIN SAW & L 68409			00196503	19002844	REPR PTS	U#19293 MOWER HEALTH	02/14/20 275455 77.04-
00001 ALLBRITTON CHAIN SAW & L 68496			00196827	19002976	SCAG MOWER	FOR CEMETERY	02/14/20 275455 7,280.00-
00001 ALLBRITTON CHAIN SAW & L 68448			00196580	19003026	REPR PTS	U#19233 HEALTH	02/14/20 275455 65.74-
ALLBRITTON CHAIN SAW & L							
Sum							7,862.78-

00001 ANIMAL MEDICAL CENTER	14582 595863	00197009	19002998	SERVS MAMBA POLICE K-9	02/14/20	275459	1,640.06-

ANIMAL MEDICAL CENTER							
Sum							1,640.06-
00001 ANOINTED HANDS SERVICES, 6428		00195866	19002725	SERVS 1/20 SANIT DEPT	02/14/20	275460	795.00-
00001 ANOINTED HANDS SERVICES, 6417		00196711	19002736	SERVS 1/20 EMP MED CLINIC	02/14/20	275460	280.00-

ANOINTED HANDS SERVICES,							
Sum							1,075.00-
00001 ARNOLD LINE WATER ASSN I 2145 1/21/20	00020205	19002734	SRV 12/17-1/20/20 #8 FIRE STA	02/14/20	275463	35.00-	

ARNOLD LINE WATER ASSN I							
Sum							35.00-
00001 ASSN OF STATE FLOODPLAIN MBRSHR RNWL	00196654	19002692	MBRSHR RNWL LOWERY	02/14/20	275464	120.00-	

ASSN OF STATE FLOODPLAIN							
Sum							120.00-
00001 AT&T	601M31822200	02020297	19002733	SERV 1/23-2/22/20 POLICE	02/14/20	275465	413.50-
00001 AT&T	601M23905500	00020205	19002751	VEHICLE LOC 1/28-2/27 POLICE	02/14/20	275466	202.00-
00001 AT&T	601M81832700	02020325	19002960	MNTHLY SERV 2/20 VARI DEPTS	02/14/20	275467	14,202.75-

AT&T							
Sum							14,818.25-
00001 AT&T LONG DISTANCE SERVI	0272302471	02020324	19002959	L/DIST ONE NET 2/1-29/20	02/14/20	275468	201.61-

AT&T LONG DISTANCE SERVI							
Sum							201.61-
00001 AT&T MOBILITY	580856219	00196651	19002693	PHONE CHARGE INFO TECH DEPT	02/14/20	275469	.99-
00001 AT&T MOBILITY	580856784	00196651	19002694	PHONE CHARGE INFO TECH DEPT	02/14/20	275469	.99-
00001 AT&T MOBILITY	287290217384	00196866	19002897	WIRELESS SERV 1/20 FIRE DEPT	02/14/20	275469	1,012.58-
00001 AT&T MOBILITY	287290252011	00196949	19002955	WIRELESS SERV 1/20 PUB WORKS	02/14/20	275469	2,498.54-
00001 AT&T MOBILITY	287289913717	00196982	19003003	WIRELESS SERV 1/20 POLICE	02/14/20	275469	4,561.80-

AT&T MOBILITY							
Sum							8,074.90-
00001 AT&T MOBILITY (SEI PROCE	580803519	00196905	19002877	IPHONE XR INFO TECH DEPT	02/14/20	275470	3.96-

AT&T MOBILITY (SEI PROCE							
Sum							3.96-
00001 AUTO ARMATURE SERVICE IN 19966		00196606	19002698	BATTERY U#14713 POLICE	02/14/20	275472	140.95-
00001 AUTO ARMATURE SERVICE IN 19906		00196606	19002699	BATTERY U#16502 POLICE	02/14/20	275472	168.95-
00001 AUTO ARMATURE SERVICE IN 19900		00196606	19002700	BATTERY U#21131 POLICE	02/14/20	275472	185.95-
00001 AUTO ARMATURE SERVICE IN 19897		00196606	19002701	BATTERY U#18316 POLICE	02/14/20	275472	185.95-
00001 AUTO ARMATURE SERVICE IN 19934		00196483	19002728	STARTER U#21141 CEMETERY	02/14/20	275472	374.95-
00001 AUTO ARMATURE SERVICE IN 19793		00196991	19002999	BATTERY U#19706 POLICE	02/14/20	275472	185.95-
00001 AUTO ARMATURE SERVICE IN 19821		00196991	19003000	BATTERY U#16642 POLICE	02/14/20	275472	157.95-
00001 AUTO ARMATURE SERVICE IN 19889		00196991	19003001	BATTERY U#17317 POLICE	02/14/20	275472	178.95-
00001 AUTO ARMATURE SERVICE IN 19709		00195930	19003015	STARTER U#17018 STREET	02/14/20	275472	109.95-
00001 AUTO ARMATURE SERVICE IN 19776		00196107	19003016	ALTERNATOR U#17018 STREET	02/14/20	275472	149.95-

AUTO ARMATURE SERVICE IN							
Sum							1,839.50-

00001	AUTOMOTIVE GLASS SPECIAL I234686	00196365	19002766	WINDSHIELD U#17741	POLICE	02/14/20	275473	245.00-
00001	AUTOMOTIVE GLASS SPECIAL I234640	00196304	19002767	WINDOW REGULATORS U#18762		02/14/20	275473	735.00-

AUTOMOTIVE GLASS SPECIAL								
Sum								
								980.00-
00001	BATTERIES PLUS BULBS #63 P23742171	00196598	19002718	VARI SIZE BATTERIES CONSTR		02/14/20	275475	108.21-

BATTERIES PLUS BULBS #63								
Sum								
								108.21-
00001	BATTERY WORLD 189836	00196288	19002768	AIRPACK BATTERIES FIRE DEPT		02/14/20	275476	131.45-

BATTERY WORLD								
Sum								
								131.45-
00001	BRACKMAN MOWER WAREHOUSE 50817	00196670	19002775	PRE-MIX FUEL CEMETERY		02/14/20	275480	47.70-
00001	BRACKMAN MOWER WAREHOUSE 50767	00196496	19002845	REPR PTS U#19293	HEALTH DIV	02/14/20	275480	120.00-

BRACKMAN MOWER WAREHOUSE								
Sum								
								167.70-
00001	BREWTON, ARCHIE	TRAV ADVANCE	00196656	19002706	TRAV ADV CJIS TRNG SYMPO FLA	02/14/20	275482	793.92-

BREWTON, ARCHIE								
Sum								
								793.92-
00001	BROWN, NICHOLAS	TRAV ADVANCE	00196848	19002862	TRAV ADV MML/MBC-LEO BILOXI	02/14/20	275483	341.94-

BROWN, NICHOLAS								
Sum								
								341.94-
00001	C D W GOVERNMENT	WQK0905	00196595	19002883	ID PRINTER POLICE DEPT	02/14/20	275485	1,865.77-

C D W GOVERNMENT								
Sum								
								1,865.77-
00001	CARQUEST AUTO PARTS STOR 14758-135443	00196203	19002702	REPR PTS U#19704	POLICE	02/14/20	275488	149.90-
00001	CARQUEST AUTO PARTS STOR 14758-135444	00196203	19002703	REPR PTS U#17569	POLICE	02/14/20	275488	103.94-
00001	CARQUEST AUTO PARTS STOR 14758-135445	00196203	19002704	REPR PTS U#17897	POLICE	02/14/20	275488	64.89-
00001	CARQUEST AUTO PARTS STOR 14758-135838	00196387	19002716	SILICONE P/W SHOP STOCK		02/14/20	275488	38.18-
00001	CARQUEST AUTO PARTS STOR 14758-136146	00196572	19002719	REPR PTS U#17412	SANIT	02/14/20	275488	115.30-
00001	CARQUEST AUTO PARTS STOR 14758-136144	00196569	19002727	TIE DOWNS/WEATHERSTRIP CMTERY		02/14/20	275488	60.73-
00001	CARQUEST AUTO PARTS STOR 14758-135928	00196431	19002729	REPR PTS CEMETERY SHOP STOCK		02/14/20	275488	56.17-
00001	CARQUEST AUTO PARTS STOR 14758-135294	00196052	19002737	REPR PTS POLICE STOCK		02/14/20	275488	33.48-
00001	CARQUEST AUTO PARTS STOR 14758-135295	00196052	19002738	REPR PTS POLICE STOCK		02/14/20	275488	35.88-
00001	CARQUEST AUTO PARTS STOR 14758-135296	00196052	19002739	REPR PTS U#18331	POLICE	02/14/20	275488	45.88-
00001	CARQUEST AUTO PARTS STOR 14758-135298	00196052	19002741	REPR PTS U#19706	POLICE	02/14/20	275488	54.61-
00001	CARQUEST AUTO PARTS STOR 14758-135299	00196052	19002742	REPR PTS U#19342	POLICE	02/14/20	275488	103.94-
00001	CARQUEST AUTO PARTS STOR 14758-135300	00196052	19002743	REPR PTS U#17116	POLICE	02/14/20	275488	127.32-
00001	CARQUEST AUTO PARTS STOR 14758-135301	00196052	19002760	REPR PTS U#19706	POLICE	02/14/20	275488	383.02-
00001	CARQUEST AUTO PARTS STOR 14758-135755	00196291	19002836	REPR PTS U#15480	CONSTR	02/14/20	275488	20.98-
00001	CARQUEST AUTO PARTS STOR 14758-135786	00196359	19002923	REPR PTS U#18864	TRAFFIC	02/14/20	275488	45.44-

CARQUEST AUTO PARTS STOR

CARROLL, E CARTER

CINTAS CORPORATION #J66

CINTAS FIRST AID J71

CITY OF HATTIESBURG FUND

COLE, RONDA

Sum	289.56-
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00001 COMCAST CABLEVISION OF H 839641073073	00196764	19002837	CABLE 2/1-29/20 TRAFF/CONSTR	02/14/20	275501	3.37-
00001 COMCAST CABLEVISION OF H 839864107309	00196897	19002885	CONVERTER BOX 2/20 POLICE	02/14/20	275502	114.61-
00001 COMCAST CABLEVISION OF H 839641073047	00197005	19002994	CABLE 1/30-2/29 EMP CLINIC	02/14/20	275503	149.88-

COMCAST CABLEVISION OF H						
Sum						267.86-
00001 COMSOUTH	194382	00196741	19002834 RADIO REPAIR TRAFFIC DEPT	02/14/20	275504	510.00-
00001 COMSOUTH	194364	00196839	19002903 RADIO BATTERY PUB WORKS	02/14/20	275504	110.40-

COMSOUTH						
Sum						620.40-
00001 CONNECTOR SPECIALISTS OF 00934166		00195003	19002773 HYD HOSE REPR MACH P/W SHOP	02/14/20	275505	4,703.46-

CONNECTOR SPECIALISTS OF						
Sum						4,703.46-
00001 COURT PROGRAMS INC	2935719	00196969	19002981 HEALTH CRT GRANT DRUG TESTING	02/14/20	275510	30.00-

COURT PROGRAMS INC						
Sum						30.00-
00001 COWBOY MALONEY'S ELECTRI TQ8703		00196932	19002990 REFRIGERATOR MAYOR'S OFFICE	02/14/20	275513	449.88-

COWBOY MALONEY'S ELECTRI						
Sum						449.88-
00001 D P S CRIME LAB	90088784	00196916	19002946 ANALYTICAL FEES POLICE DEPT	02/14/20	275514	540.00-

D P S CRIME LAB						
Sum						540.00-
00001 DADE PAPER & BAG, LLC	14326583	00195918	19002972 GLOVES POLICE DEPT	02/14/20	275515	401.00-

DADE PAPER & BAG, LLC						
Sum						401.00-
00001 DELGADO, DEBORAH DENARD TRAV REIMB 1		00196864	19002859 EXPNS MAYORS CONF ORLANDO	02/14/20	275516	628.00-

DELGADO, DEBORAH DENARD						
Sum						628.00-
00001 DISPATCHING & TRAINING S 4016 M PATTE		00196830	19002895 REG PATTERSON 2/17-21 CERTIF	02/14/20	275518	395.00-

DISPATCHING & TRAINING S						
Sum						395.00-
00001 DOWNS, ADRIAN	TRAV ADVANCE	00196699	19002745 TRAV ADV MSFA FIRE 1001 CLASS	02/14/20	275520	230.00-

DOWNS, ADRIAN						
Sum						230.00-
00001 DRYDEN, MARY	TRAV ADVANCE	00196847	19002861 TRAV ADV MML CONF BILOXI	02/14/20	275521	286.08-

DRYDEN, MARY						
Sum						286.08-
00001 DUNBAR MONROE PA	18481	00196910	19002882 CABLE FRANCHISE RENEWAL	02/14/20	275523	1,373.42-

DUNBAR MONROE PA						
Sum						1,373.42-

00001 EATON, ALVIN K (PETTY CA PETTY CASH 1 00196765 19002801 PETTY CASH 12/19 VARI DEPTS	02/14/20	275528	323.37-

EATON, ALVIN K (PETTY CA			
Sum			323.37-
00001 ECONOMY SUPPLY CO 027540 00196308 19002717 HAND TOOLS CONSTR DEPT	02/14/20	275529	502.50-
00001 ECONOMY SUPPLY CO 027674 00196633 19002911 DOOR STOPS TRAIN DEPOT	02/14/20	275529	223.20-
00001 ECONOMY SUPPLY CO 027983 00196790 19002927 DEADBOLTS CONSTR STOCK	02/14/20	275529	112.50-

ECONOMY SUPPLY CO			
Sum			838.20-
00001 EMERGENCY EQUIPMENT PROF 448617 00196014 19002714 VENTALATION FANS FIRE DEPT	02/14/20	275531	3,171.60-
00001 EMERGENCY EQUIPMENT PROF 448820 00196695 19003006 REPR PTS U#18098 FIRE DEPT	02/14/20	275531	563.58-

EMERGENCY EQUIPMENT PROF			
Sum			3,735.18-
00001 EMPIRE TRUCK SALES (H'BU CE006160608: 00195951 19002720 REPR PTS U#20068 SANIT	02/14/20	275532	162.82-
00001 EMPIRE TRUCK SALES (H'BU CE006161680: 00196178 19002931 REPR PTS U#20074 SANIT	02/14/20	275532	255.01-
00001 EMPIRE TRUCK SALES (H'BU CE006161681: 00196178 19002935 REPR PTS U#20074 SANIT	02/14/20	275532	137.41-
00001 EMPIRE TRUCK SALES (H'BU CE006161683: 00196178 19002936 CREDIT INV#CE006161681:01	02/14/20	275532	137.41
00001 EMPIRE TRUCK SALES (H'BU CE006161841: 00196939 19003038 REPR PTS U#20072/20069 SANIT	02/14/20	275532	746.28-
00001 EMPIRE TRUCK SALES (H'BU CE006161901: 00196993 19003039 REPR PTS U#20089 SANIT	02/14/20	275532	131.31-

EMPIRE TRUCK SALES (H'BU			
Sum			1,295.42-
00001 ESSCO HEATING AND A/C 38036 00196806 19002878 CITY MULTI-SYS REPR COUNCIL	02/14/20	275533	255.00-

ESSCO HEATING AND A/C			
Sum			255.00-
00001 EVANS, TERESA WILLIAMS TRAV ADVANCE 00196898 19002904 TRAV ADV NIGP INTRO JACKSON	02/14/20	275534	426.00-

EVANS, TERESA WILLIAMS			
Sum			426.00-
00001 EVERETT, CONNIE TRAVEL REIMB 00196755 19002804 TRVL REIMB PERS MEET JACKSON	02/14/20	275535	95.70-

EVERETT, CONNIE			
Sum			95.70-
00001 EXELL WATER AND COFFEE, 888324 00197028 19003034 COFFEE SERV M/ADM	02/14/20	275536	87.33-

EXELL WATER AND COFFEE,			
Sum			87.33-
00001 EXPRESS PRESS 41103 00196205 19002913 POLO SHIRTS POLICE DEPT	02/14/20	275537	2,550.00-

EXPRESS PRESS			
Sum			2,550.00-
00001 FASTENAL COMPANY MSHAT223926 00196455 19002833 NUTS/BOLTS/WASHERS/ST PAINT	02/14/20	275538	308.84-
00001 FASTENAL COMPANY MSHAT224040 00196692 19002835 SAFETY VESTS COMM WORKERS	02/14/20	275538	119.80-

FASTENAL COMPANY			
Sum			428.64-

00001 FRAMES & PANES	4743	00196970 19003004 CLASS #36 FLAG P/F ACADEMY	02/14/20	275542	147.34-

FRAMES & PANES					
Sum					147.34-
00001 FUELMAN OF MS	BG127044 NP5	00196879 19002875 FUEL 1/31 SHOWS/U DEV JACKSON	02/14/20	275543	15.09-

FUELMAN OF MS					
Sum					15.09-
00001 FV RECYCLING	2020-0267	00196735 19002839 RECYCLE FEES 1/20 SANIT	02/14/20	275544	42.25-
00001 FV RECYCLING	2020-0308	00196735 19002840 RECYCLE FEES 1/20 SANIT	02/14/20	275544	90.25-
00001 FV RECYCLING	2020-0309	00196735 19002841 RECYCLE FEES 1/20 SANIT	02/14/20	275544	106.25-
00001 FV RECYCLING	2020-0310	00196735 19002842 RECYCLE FEES 1/20 SANIT	02/14/20	275544	57.00-
00001 FV RECYCLING	2020-0266	00196735 19002843 RECYCLE FEES 1/20 SANIT	02/14/20	275544	56.75-

FV RECYCLING					
Sum					352.50-
00001 GALL'S LLC	014906874	00196253 19002829 UNIFORM SHOES CAPT COOK	02/14/20	275545	154.95-

GALL'S LLC					
Sum					154.95-
00001 GEO-JOBE GIS CONSULTING	2929	00196876 19002881 GIS CONSULT/SOFTWARE HOST FEE	02/14/20	275546	11,500.00-

GEO-JOBE GIS CONSULTING					
Sum					11,500.00-
00001 GEORGE, JEFFERY	TRAV ADVANCE	00196845 19002858 TRAV ADV MML CONF BILOXI	02/14/20	275547	289.56-

GEORGE, JEFFERY					
Sum					289.56-
00001 GLOCK INC	SI-0534589	00196465 19002896 WEAPONS FIRING PINS P/F ACDMY	02/14/20	275549	45.00-

GLOCK INC					
Sum					45.00-
00001 GRAVES, TRUDY	INVOICE #1 P	00196951 19002939 CATERING 2020 SOUL FOOD 2/4	02/14/20	275550	400.00-

GRAVES, TRUDY					
Sum					400.00-
00001 GULF STATES DISTRIBUTORS	1335179-IN	00196560 19002973 AMMUNITION P/F ACADEMY	02/14/20	275553	430.00-

GULF STATES DISTRIBUTORS					
Sum					430.00-
00001 H'BURG DOWNTOWN ASSN	2020 HHDA CO	00196817 19002906 2020 HHDA CONTRACT	02/14/20	275555	55,000.00-

H'BURG DOWNTOWN ASSN					
Sum					55,000.00-
00001 HARPER, PATRINA	TRAV ADVANCE	00196657 19002707 TRAV ADV CJIS TRNG SYMPO FLA	02/14/20	275556	816.80-

HARPER, PATRINA					
Sum					816.80-

00001 HARPER, WHITNEY	TRAV ADVANCE 00196832 19002886 TRAV ADV EVAWI CONF WASHINGTON	02/14/20	275557	1,761.08-

HARPER, WHITNEY				
Sum				1,761.08-
00001 HICKS LAW FIRM, LLC	9363 00196963 19002992 SERVS PLAAS VS CITY	02/14/20	275559	800.00-
00001 HICKS LAW FIRM, LLC	9362 00196963 19002993 SERVS GENERAL LEGAL	02/14/20	275559	2,500.00-

HICKS LAW FIRM, LLC				
Sum				3,300.00-
00001 HILL MANUFACTURING COMPA	44458-900 00196006 19003019 MAINT REPR ITEMS P/W SHOP	02/14/20	275560	1,680.00-

HILL MANUFACTURING COMPA				
Sum				1,680.00-
00001 HOLLAND VETERINARY HOSPI	ACCT#95 2996 00196742 19002811 SERVS OTTER POLICE K-9	02/14/20	275561	192.60-
00001 HOLLAND VETERINARY HOSPI	ACCT#85 3096 00196927 19002945 SERVS OTTER/VOODOO POLICE K-9	02/14/20	275561	116.00-

HOLLAND VETERINARY HOSPI				
Sum				308.60-
00001 HUB CITY SPOKES	95570 00196789 19002874 CITY WIDE ADS AND NOTICES	02/14/20	275562	24.36-
00001 HUB CITY SPOKES	95543 00196931 19002940 HERE'S HATTIESBURG 2020 ADS	02/14/20	275562	1,395.00-
00001 HUB CITY SPOKES	95567 00196962 19002986 CITY WIDE ADS AND NOTICES	02/14/20	275562	210.52-
00001 HUB CITY SPOKES	95569 00196990 19002987 CITY WIDE ADS AND NOTICES	02/14/20	275562	93.86-
00001 HUB CITY SPOKES	95568 00196998 19003027 CITY WIDE ADS AND NOTICES	02/14/20	275562	57.78-
00001 HUB CITY SPOKES	95566 00197044 19003036 CITY WIDE ADS AND NOTICES	02/14/20	275562	98.40-

HUB CITY SPOKES				
Sum				1,879.92-
00001 HUGHES SUPPLY	S157806204.0 00195897 19002697 GAS/OXYGEN TANKS EXCHANGE	02/14/20	275563	31.85-
00001 HUGHES SUPPLY	S157694012.0 00196386 19002771 A/C UNIT CONSTR DEPT A/C SHOP	02/14/20	275563	1,002.63-

HUGHES SUPPLY				
Sum				1,034.48-
00001 HUMAN FACTOR RESEARCH GR	11191 00194303 19002922 INSTRUCTOR MANUAL P/F ACADEMY	02/14/20	275564	73.89-

HUMAN FACTOR RESEARCH GR				
Sum				73.89-
00001 HYATT, MARIO	TRAV ADVANCE 00196700 19002746 TRAV ADV MSFA FIRE 1001 CLASS	02/14/20	275566	230.00-

HYATT, MARIO				
Sum				230.00-
00001 INDOFF INC	3337431 00196477 19002932 OFFICE SUPP CEMETERY	02/14/20	275567	158.12-
00001 INDOFF INC	3338532 00196477 19002933 OFFICE SUPP CEMETERY	02/14/20	275567	16.99-
00001 INDOFF INC	3327432 00196477 19002937 CREDIT PO#190148	02/14/20	275567	63.91

INDOFF INC				
Sum				111.20-
00001 INGRAM EQUIPMENT CO LLC	0039689-IN 00195492 19002975 REPR PTS U#13982 STREET	02/14/20	275568	52.47-

INGRAM EQUIPMENT CO LLC				
Sum				52.47-

00001 INMATE SERVICES CORPORAT 26707	00195112 19002812 TRANSPORT INMATE SAN DIEGO,CA	02/14/20	275569	2,032.00-

INMATE SERVICES CORPORAT				
Sum				2,032.00-
00001 INTERNATIONAL POLICE MOU TAPP 6032437 00196818 19002894 MBRSHP DUE LT TAPP		02/14/20	275571	60.00-

INTERNATIONAL POLICE MOU				
Sum				60.00-
00001 INTL ASSN OF CHIEFS OF P REG SIMS 10/ 00196772 19002815 REG SIMS CONF NEW ORLEANS		02/14/20	275572	425.00-

INTL ASSN OF CHIEFS OF P				
Sum				425.00-
00001 IRBY, STUART C CO S011715724.0 00195832 19002916 LIGHTS NEW SERVICE CENTER		02/14/20	275573	224.40-
00001 IRBY, STUART C CO S011749730.0 00196452 19002928 ELEC SUPP CAMP ST PROJECT		02/14/20	275573	930.45-
00001 IRBY, STUART C CO S011742097.0 00196495 19002929 ELEC SUPP CONSTR DEPT STOCK		02/14/20	275573	87.63-
00001 IRBY, STUART C CO S011761150.0 00196671 19002991 EMERGENCY LIGHTS CITY HALL		02/14/20	275573	68.85-

IRBY, STUART C CO				
Sum				1,311.33-
00001 J M H GRAPHICS 20784 00196284 19002776 EVENT SHIRTS PARKS & REC		02/14/20	275574	462.00-
00001 J M H GRAPHICS 20901 00196800 19002984 AD APPAREL M/ADM PERSONNEL		02/14/20	275574	399.78-

J M H GRAPHICS				
Sum				861.78-
00001 JOHNNY'S WRECKER SERVICE 39959 00196946 19002956 TOWING U#20090 SANIT		02/14/20	275577	400.00-

JOHNNY'S WRECKER SERVICE				
Sum				400.00-
00001 JOHNSON, LUKARIUS TRAV ADVANCE 00196732 19002816 TRAV ADV MSFA FIRE 1001 CLASS		02/14/20	275578	230.00-

JOHNSON, LUKARIUS				
Sum				230.00-
00001 KEITHCO PETROLEUM 029157 00196520 19002824 DIESEL FOR P/W FUEL STATION		02/14/20	275580	5,793.84-

KEITHCO PETROLEUM				
Sum				5,793.84-
00001 LAMAR AUTO SALVAGE INC 625919 00196216 19003002 RPLCMNT DOOR U#17577 POLICE		02/14/20	275584	225.00-

LAMAR AUTO SALVAGE INC				
Sum				225.00-
00001 LARRY'S WRECKER SERVICE 6887 00196609 19002708 TOWING U#16502 POLICE		02/14/20	275586	55.00-
00001 LARRY'S WRECKER SERVICE 6891 00196609 19002709 TOWING U#18205 POLICE		02/14/20	275586	117.50-
00001 LARRY'S WRECKER SERVICE 7025 00196609 19002710 TOWING U#17897 POLICE		02/14/20	275586	55.00-
00001 LARRY'S WRECKER SERVICE 6893 00196814 19002887 TOWING U#20393 POLICE		02/14/20	275586	65.00-
00001 LARRY'S WRECKER SERVICE 7076 00196814 19002888 TOWING U#18321 POLICE		02/14/20	275586	55.00-
00001 LARRY'S WRECKER SERVICE 7089 00196814 19002889 TOWING U#19700 POLICE		02/14/20	275586	85.00-
00001 LARRY'S WRECKER SERVICE 7088 00196814 19002890 TOWING U#20421 POLICE		02/14/20	275586	55.00-
00001 LARRY'S WRECKER SERVICE 7069 00196814 19002891 TOWING U#19708 POLICE		02/14/20	275586	55.00-

00001 LARRY'S WRECKER SERVICE	7066	00196814 19002892 TOWING U#16501 POLICE	02/14/20	275586	65.00-
00001 LARRY'S WRECKER SERVICE	7049	00196926 19002953 TOWING U#17596 POLICE	02/14/20	275586	55.00-

LARRY'S WRECKER SERVICE					
Sum					662.50-
00001 LAUNDRY SOUTH SYSTEMS &	LS7629	00196623 19002713 WASHER REPAIR P/F ACADEMY	02/14/20	275587	397.50-

LAUNDRY SOUTH SYSTEMS &					
Sum					397.50-
00001 LIL TIRE SHOPPE (BROADW	1096419	00194969 19002920 REPRS U#20423 POLICE	02/14/20	275589	565.85-

LIL TIRE SHOPPE (BROADW					
Sum					565.85-
00001 LOCAL IMPACT ANALYTICS	196093	00196530 19002912 2020 INFRA GRANT APPL	02/14/20	275590	3,500.00-

LOCAL IMPACT ANALYTICS					
Sum					3,500.00-
00001 LUU, LISA	TRAV ADVANCE	00196844 19002857 TRAV ADV MML CONF BILOXI	02/14/20	275592	295.94-

LUU, LISA					
Sum					295.94-
00001 M B C - L E O	REG BROWN 6/	00196838 19002869 REG BROWN CONF BILOXI	02/14/20	275593	175.00-

M B C - L E O					
Sum					175.00-
00001 MAPLES GAS COMPANY	165944	00195774 19002825 GAS/DIESEL P/W FUEL STATION	02/14/20	275594	13,235.88-
00001 MAPLES GAS COMPANY	168754	00196707 19002855 GAS FOR P/W FUEL STATION	02/14/20	275594	7,231.54-

MAPLES GAS COMPANY					
Sum					20,467.42-
00001 MCELHANEY PLUMBING INC	283328	00196829 19002926 PLUMB SUPP STREET DEPT RESTRM	02/14/20	275597	229.85-

MCELHANEY PLUMBING INC					
Sum					229.85-
00001 METRO CRIMESTOPPERS INC	CITY COURT C	02020302 19002851 CITY COURT COST 1/20	02/06/20	114224	945.24-

METRO CRIMESTOPPERS INC					
Sum					945.24-
00001 MILLS & SCANLON, P.A.	1292-0010M S	00196920 19002942 SERVS 2015 ANNEXATION	02/14/20	275599	950.50-
00001 MILLS & SCANLON, P.A.	1292-0012M S	00196920 19002943 SERVS 2016 ANNEXATION	02/14/20	275599	26,768.86-

MILLS & SCANLON, P.A.					
Sum					27,719.36-
00001 MISSISSIPPI INDUSTRIES F	0043994-IN	00196719 19002974 HAND SANITIZER PUBLIC WORKS	02/14/20	275600	293.00-

MISSISSIPPI INDUSTRIES F					
Sum					293.00-
00001 MOLLY MAID	SERVS 1/20 H	00195878 19002730 SERVS 1/20 HIGHLAND CEMETERY	02/14/20	275602	245.00-

MOLLY MAID					
Sum					245.00-

00001 MOTORCYCLE GEAR	PO#195556 12	00195556 19002705	MOTORCYCLE REPR PARTS	02/14/20	275603	752.86-

MOTORCYCLE GEAR						
Sum						752.86-
00001 MS DEPT OF PUBLIC SFTY/C	1/2020	02020304	19002852 1/2020	02/06/20	114225	1,563.29-

MS DEPT OF PUBLIC SFTY/C						
Sum						1,563.29-
00001 MS FIRE & SAFETY OF HBUR	68857	00196759	19002823 EXTINGUISHER MNT TRAFF/CONSTR	02/14/20	275604	374.80-
00001 MS FIRE & SAFETY OF HBUR	68855	00196909	19002880 EXTINGUISHER INSP CITY HALL	02/14/20	275604	352.00-
00001 MS FIRE & SAFETY OF HBUR	68863	00196805	19002901 EXTINGUISHER REPAIR PUB WORKS	02/14/20	275604	766.00-
00001 MS FIRE & SAFETY OF HBUR	62860	00196894	19002970 EXTINGUISHER INSP TRAIN DEPOT	02/14/20	275604	196.00-
00001 MS FIRE & SAFETY OF HBUR	68856	00197036	19003037 EXTINGUISHER MAINT ENGR DEPT	02/14/20	275604	78.00-

MS FIRE & SAFETY OF HBUR						
Sum						1,766.80-
00001 MS FIRE CHIEFS ASSN	MBRSH P DUES	00196734	19002819 MBRSH P DUES CARR P/F ACADEMY	02/14/20	275605	45.00-

MS FIRE CHIEFS ASSN						
Sum						45.00-
00001 MS FIREFIGHTERS ASSOCIAT	MBRSH P DUES	00196733	19002820 MBRSH P DUES CARR P/W ACADEMY	02/14/20	275606	20.00-
00001 MS FIREFIGHTERS ASSOCIAT	MBRSH P DUES	00196733	19002821 MBRSH P DUES KEYS P/F ACADEMY	02/14/20	275606	20.00-

MS FIREFIGHTERS ASSOCIAT						
Sum						40.00-
00001 MS MUNICIPAL LEAGUE	30936 CARROL	00196837	19002863 REG CARROLL CONF BILOXI	02/14/20	275607	275.00-
00001 MS MUNICIPAL LEAGUE	30936 DRYDEN	00196837	19002864 REG DRYDEN CONF BILXOI	02/14/20	275607	275.00-
00001 MS MUNICIPAL LEAGUE	30936 BROWN	00196837	19002865 REG BROWN CONF BILOXI	02/14/20	275607	275.00-
00001 MS MUNICIPAL LEAGUE	30936 GEORGE	00196837	19002866 REG GEORGE CONF BILOXI	02/14/20	275607	275.00-
00001 MS MUNICIPAL LEAGUE	30936 COLE 6	00196837	19002867 REG COLE CONF BILOXI	02/14/20	275607	275.00-
00001 MS MUNICIPAL LEAGUE	30936 JOLLY	00196837	19002868 REG JOLLY CONF BILOXI	02/14/20	275607	275.00-

MS MUNICIPAL LEAGUE						
Sum						1,650.00-
00001 MS POLICE SUPPLY CO INC	I-3607	00196202	19002696 DUTY BELT EQUIP POLICE STOCK	02/14/20	275608	1,777.50-

MS POLICE SUPPLY CO INC						
Sum						1,777.50-
00001 MS POWER COMPANY	2/20 GENERAL	00020209	19002979 MNTHLY ELEC-GENERAL	02/14/20	275609	10,196.74-

MS POWER COMPANY						
Sum						10,196.74-
00001 MS STATE/EMP SECURITY CO	92-00131-0-0	00196762	19002806 UNEMP CLAIMS 4TH QTR 2019	02/14/20	275610	100.80-

MS STATE/EMP SECURITY CO						
Sum						100.80-
00001 MS STATE/TAX COMM/UNDERC	PO#196809 1/	00196809	19002884 TAGS UNDERCOVER UNITS	02/14/20	275611	480.00-

MS STATE/TAX COMM/UNDERC						
Sum						480.00-

00001 MS STATE/TREASURER/FINAN FINE COLLECT 02020303 19002853	02/06/20	114226	59,546.84-

MS STATE/TREASURER/FINAN			
Sum			59,546.84-
00001 MS TURF 969024 00196516 19002726 GRASS SOD FOR CEMETERIES	02/14/20	275612	115.00-

MS TURF			
Sum			115.00-
00001 MUHAMMAD, KHADIJAH TRAV ADVANCE 00196770 19002802 TRAV ADV NADCP CONF ANAHEIM	02/14/20	275613	587.72-
00001 MUHAMMAD, KHADIJAH TRAV ADV 5/2 00196756 19002870 TRV ADV DRUG CRT CONF ANAHEIM	02/14/20	275613	1,067.90-

MUHAMMAD, KHADIJAH			
Sum			1,655.62-
00001 MULTITECH OFFICE MACHINE 20010777 & 2 00196305 19002989 PRINTER TONER VARI DEPTS	02/14/20	275614	4,942.35-

MULTITECH OFFICE MACHINE			
Sum			4,942.35-
00001 N & H ELECTRONIC DISTRIB 85512 00196869 19002917 ZIP TIES EVIDENCE COLLECTION	02/14/20	275616	20.20-

N & H ELECTRONIC DISTRIB			
Sum			20.20-
00001 NATIONAL ASSOC OF DRUG C INV-32821 MU 00196757 19002803 REG MUHAMMAD 5/26-31 ANAHEIM	02/14/20	275617	670.00-

NATIONAL ASSOC OF DRUG C			
Sum			670.00-
00001 NEEL-SCHAFFER INC 1060239 00197018 19003018 SERVS 7/19 COURTESY FORD SITE	02/14/20	275618	477.66-

NEEL-SCHAFFER INC			
Sum			477.66-
00001 NORTHGATE LAND & TIMBER, 282 00196924 19002957 FILL DIRT 209 E 3RD AVE	02/14/20	275620	22.50-

NORTHGATE LAND & TIMBER,			
Sum			22.50-
00001 OFFICE DEPOT INC 23797452170 00196467 19002765 WEBCAM-POLICE ADM COMPUTER	02/14/20	275621	86.99-
00001 OFFICE DEPOT INC 2380450712 00196534 19003040 OFFICE CHAIR CEMETERY	02/14/20	275621	149.98-

OFFICE DEPOT INC			
Sum			236.97-
00001 OFFICE PRODUCTS PLUS 875202-0(B) 00196620 19002689 ADDL OFFICE SUPP PO#192278	02/14/20	275622	98.91-
00001 OFFICE PRODUCTS PLUS 891310-0 00196597 19002770 OFFICE SUPP ENGR DEPT	02/14/20	275622	33.54-
00001 OFFICE PRODUCTS PLUS 890624-0 00196458 19002828 COMPUTER HARD DRIVE MUN COURT	02/14/20	275622	205.19-

OFFICE PRODUCTS PLUS			
Sum			337.64-
00001 OVERHEAD DOOR CO OF HBUR 107169 00195709 19002830 GARAGE DOOR NEW SERVICE CNTR	02/14/20	275623	3,355.00-

OVERHEAD DOOR CO OF HBUR			
Sum			3,355.00-

00001 OWENS BUSINESS MACHINES	392130	00196782 19002872 COPIER 2/20 M/ADM	02/14/20	275624	187.00-
00001 OWENS BUSINESS MACHINES	392131	00196782 19002873 COPIER 1/20 M/ADM	02/14/20	275624	40.06-

OWENS BUSINESS MACHINES					
Sum					227.06-
00001 PARKERS WHOLESALE	PO#196653 1/	00196653 19002772 GLOVES-THROW AWAY DAY 4/18/20	02/14/20	275626	460.00-

PARKERS WHOLESALE					
Sum					460.00-
00001 PEANUTS TOWING SERVICE	92260	00196812 19002893 TOWING U#18203 POLICE	02/14/20	275628	75.00-

PEANUTS TOWING SERVICE					
Sum					75.00-
00001 PEARL RIVER CC/WOODALL A 1361		00196621 19002690 FALL '19 CDL ASSESSMENT CLASS	02/14/20	275629	450.00-

PEARL RIVER CC/WOODALL A					
Sum					450.00-
00001 PEARL RIVER VALLEY EPA (2/20 GENERAL	00020209	19003028 MNTHLY 2/20 PUBLIC SERVICES	02/14/20	275630	5,038.44-

PEARL RIVER VALLEY EPA (					
Sum					5,038.44-
00001 PFLUEGER, BRANDON	TRAV ADVANCE	00196731 19002817 TRAV ADV MSFA FIRE 1001 CLASS	02/14/20	275632	230.00-

PFLUEGER, BRANDON					
Sum					230.00-
00001 PILEUM CORPORATION	P50976	00196979 19003031 PREPAID BLOCK/TIME FOR SUPPORT	02/14/20	275633	341.75-

PILEUM CORPORATION					
Sum					341.75-
00001 PINE BELT CDJR, INC (MCM 502886		00193465 19003007 REPRS U#19835 FIRE DEPT	02/14/20	275634	1,986.33-

PINE BELT CDJR, INC (MCM					
Sum					1,986.33-
00001 PINE BELT MENTAL HEALTHC 2019-01		00197023 19002982 HLTH COURT GRANT-CONTRACTUAL	02/14/20	275635	37,987.36-
00001 PINE BELT MENTAL HEALTHC 2020-01		00197025 19002983 HLTH COURT GRANT-CONTRACTUAL	02/14/20	275635	9,453.29-

PINE BELT MENTAL HEALTHC					
Sum					47,440.65-
00001 PINE BELT OIL COMPANY IN 4098054		00196605 19002695 REMOTE SITE FUEL CHG POLICE	02/14/20	275636	36.00-
00001 PINE BELT OIL COMPANY IN 3381125		00196737 19002807 REMOTE SITE FUEL CHG POLICE	02/14/20	275636	47.92-
00001 PINE BELT OIL COMPANY IN 33881135		00196737 19002808 REMOTE SITE FUEL CHG POLICE	02/14/20	275636	12.00-
00001 PINE BELT OIL COMPANY IN 10718782		00196519 19002826 GAS FOR P/W FUEL STATION	02/14/20	275636	8,591.83-
00001 PINE BELT OIL COMPANY IN 10719690		00196706 19002827 DIESEL FOR P/W FUEL STATION	02/14/20	275636	4,395.50-
00001 PINE BELT OIL COMPANY IN 10721837		00195894 19002910 GAS FOR P/W FUEL STATION	02/14/20	275636	8,595.78-
00001 PINE BELT OIL COMPANY IN POLICE 1/1-1		00197007 19002995 REMOTE SITE FUEL CHARGES	02/14/20	275636	508.54-
00001 PINE BELT OIL COMPANY IN FIRE 1/1-1/3		00197007 19002996 REMOTE SITE FUEL CHARGES	02/14/20	275636	1,436.80-

PINE BELT OIL COMPANY IN					
Sum					23,624.37-

00001 PINE BELT REGIONAL SOLID	100006 1/20	00196989 19003025 RUBBISH DISPOSAL 1/20 SANIT	02/14/20	275637	36,697.91-

PINE BELT REGIONAL SOLID					36,697.91-
Sum					541.37-
00001 PITNEY BOWES	1014918151	00196646 19002971 POSTAGE MACHINE INK	02/14/20	275638	-----
PITNEY BOWES					541.37-
Sum					68.87-
00001 POM INC	40557	00196667 19002997 PARKING METER BATTERIES	02/14/20	275640	-----
POM INC					68.87-
Sum					3,000.00-
00001 RAYNER, JACK	02012020	00196739 19002813 POLYGRAPHS LATERALS/CLASS #37	02/14/20	275643	-----
RAYNER, JACK					3,000.00-
Sum					60.00-
00001 REGIONS CARDHOLDER SERVI	7079 1/31/20	00196619 19002777 NADCP MBRSHF FEE JUDGE CURRY	02/14/20	275646	60.00-
00001 REGIONS CARDHOLDER SERVI	7079 1/31/20	00196619 19002778 NADCP MBRSHF K MUHAMMAD	02/14/20	275646	45.99-
00001 REGIONS CARDHOLDER SERVI	7079 1/31/20	00196267 19002779 1099 MISC TAX ENV ACCTG DEPT	02/14/20	275646	349.00-
00001 REGIONS CARDHOLDER SERVI	7079 1/31/20	00195874 19002780 ASSET KEEPER SOFTWARE RNWL	02/14/20	275646	129.00-
00001 REGIONS CARDHOLDER SERVI	7079 1/31/20	00195925 19002781 2019 1099 MISC SOFTWARE ACCTG	02/14/20	275646	160.00-
00001 REGIONS CARDHOLDER SERVI	7079 1/31/20	00195578 19002782 TRAV WILLIAMS 1/5-10 NFIP CRS	02/14/20	275646	429.24-
00001 REGIONS CARDHOLDER SERVI	7079 1/31/20	00195579 19002783 HOTEL WILLIAMS NFIP COURSE	02/14/20	275646	144.48-
00001 REGIONS CARDHOLDER SERVI	7079 1/31/20	00196059 19002784 HOTEL TOWNSEND HOUSING CONF	02/14/20	275646	183.96-
00001 REGIONS CARDHOLDER SERVI	7079 1/31/20	00196142 19002785 AIRFARE APA CNF MILES 4/24-28	02/14/20	275646	495.00-
00001 REGIONS CARDHOLDER SERVI	7079 1/31/20	00196140 19002786 REG MILES APA CONF 4/24-28	02/14/20	275646	5,850.00-
00001 REGIONS CARDHOLDER SERVI	7079 1/31/20	00196233 19002787 TYLER CONNECT CONF REG (10)	02/14/20	275646	303.16-
00001 REGIONS CARDHOLDER SERVI	7079 1/31/20	00196252 19002789 CLOTH ALLOW KENNEDY POLICE	02/14/20	275646	479.00-
00001 REGIONS CARDHOLDER SERVI	7079 1/31/20	00196611 19002790 CLOTH ALLOW MILLER POLICE	02/14/20	275646	439.41-
00001 REGIONS CARDHOLDER SERVI	7079 1/31/20	00196612 19002791 CLOTH ALLOW HERRIN POLICE	02/14/20	275646	67.35-
00001 REGIONS CARDHOLDER SERVI	7079 1/31/20	00195761 19002792 TRAV BICE DRUG REC TRAINING	02/14/20	275646	451.40-
00001 REGIONS CARDHOLDER SERVI	7079 1/31/20	00196009 19002793 AIRFARE NORRIS CALEA CONF	02/14/20	275646	518.94-
00001 REGIONS CARDHOLDER SERVI	7079 1/31/20	00196424 19002794 TRV WOOD FINANCIAL RECORD INV	02/14/20	275646	289.94-
00001 REGIONS CARDHOLDER SERVI	7079 1/31/20	00196564 19002795 AUTO ELEC AIRSOFT TRNG GUNS	02/14/20	275646	78.50-
00001 REGIONS CARDHOLDER SERVI	7079 1/31/20	00196064 19002796 BLDG CODE STUDY BOOK LDC	02/14/20	275646	275.00-
00001 REGIONS CARDHOLDER SERVI	7079 1/31/20	00196295 19002797 ICC CERTIF RNWL QUINN LDC	02/14/20	275646	162.75-
00001 REGIONS CARDHOLDER SERVI	7079 1/31/20	00195773 19002798 CABLE 12/19-1/20 SANIT DEPT	02/14/20	275646	38.65-
00001 REGIONS CARDHOLDER SERVI	7079 1/31/20	00196508 19002799 FLOOR LAMP ENGR DEPT	02/14/20	275646	121.45-
00001 REGIONS CARDHOLDER SERVI	7079 1/31/20	00196005 19002800 CENSUS WEB ADDRESS COH HOST	02/14/20	275646	1,171.84-
00001 REGIONS CARDHOLDER SERVI	7079 01/31/2	00196426 19002805 AIRFARE TYLER TECH CONF (4)	02/14/20	275646	-----
REGIONS CARDHOLDER SERVI					12,304.06-
Sum					450.00-
00001 RICHARD & THOMAS, PLLC	TITLE OPINIO	00196918 19002944 TITLE OPINION MARTHA POLK	02/14/20	275647	-----
RICHARD & THOMAS, PLLC					450.00-
Sum					221.67-
00001 RICOH CORP	32904606	00196618 19002691 COPIER 1/15-2/14/20 HUMAN RES	02/14/20	275648	603.51-
00001 RICOH CORP	5058676707 G	00196887 19002871 PROD PRINTER CHGS VARI DEPTS	02/14/20	275648	232.90-
00001 RICOH CORP	32918280	00196877 19002876 COPIER 2/20 PLANNING	02/14/20	275648	

00001 RICOH CORP	32918541	00196878	19002899	COPIER 2/20 LAND CODE DIV	02/14/20	275648	110.00-
00001 RICOH CORP	5058731988	00196928	19002941	COPIER 1/1-31/20 HUMAN RES	02/14/20	275648	132.00-

RICOH CORP							
Sum							1,300.08-
00001 RJ YOUNG COMPANY	INV3492523	00196660	19002711	COPIER 12/24-1/23/20 POL ADM	02/14/20	275649	253.00-
00001 RJ YOUNG COMPANY	INV3497543	00196687	19002712	COPIER 12/28-1/27 DETECTIVES	02/14/20	275649	492.00-
00001 RJ YOUNG COMPANY	3492964	00196676	19002715	COPIER 12/25-1/24/20 ENGR	02/14/20	275649	262.00-
00001 RJ YOUNG COMPANY	INV3502524	00196743	19002822	COPIER 12/28-1/27 FIRE ADM	02/14/20	275649	241.66-
00001 RJ YOUNG COMPANY	INV3511729	00196996	19002988	COPIER 1/5-2/4 CITY CLERK	02/14/20	275649	204.00-

RJ YOUNG COMPANY							
Sum							1,452.66-
00001 SACKS OUTDOOR SUPPLY	RC1000120448	00196691	19002914	CLOTH ALLOW GARDNER/JACKSON	02/14/20	275652	254.00-
00001 SACKS OUTDOOR SUPPLY	RC1000120509	00196099	19003035	BDU'S FOR DETECTIVES	02/14/20	275652	1,115.64-

SACKS OUTDOOR SUPPLY							
Sum							1,369.64-
00001 SANSOM EQUIPMENT CO	61077	00195936	19002721	REPR PTS U#20069 & U#20070	02/14/20	275653	985.81-
00001 SANSOM EQUIPMENT CO	61116	00196311	19002722	REPR PTS ALL GARBAGE TRUCKS	02/14/20	275653	152.84-
00001 SANSOM EQUIPMENT CO	61165	00196313	19002723	REPR PTS VARI SANIT UNITS	02/14/20	275653	1,959.10-
00001 SANSOM EQUIPMENT CO	61166	00196344	19002724	REPR PTS U#20073 SANIT	02/14/20	275653	433.35-

SANSOM EQUIPMENT CO							
Sum							3,531.10-
00001 SHERWIN-WILLIAMS COMPANY	4413-0	00195411	19002902	PAINT SUPP P/W CONF ROOM	02/14/20	275658	84.43-
00001 SHERWIN-WILLIAMS COMPANY	1352-1	00195237	19002905	PAINT SUPP YOUTH ART MUSEUM	02/14/20	275658	69.90-

SHERWIN-WILLIAMS COMPANY							
Sum							154.33-
00001 SMITH, KRISTIN	TRAVEL REIMB	00196888	19002947	EXPNS EVIDENCE MGMT TUPELO,MS	02/14/20	275662	40.10-

SMITH, KRISTIN							
Sum							40.10-
00001 SOLAR SUPPLY INC	3425137	00194721	19003005	HEATER REPR PTS #3 FIRE STA	02/14/20	275664	14.42-

SOLAR SUPPLY INC							
Sum							14.42-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 1/16	02020320	19002846	POLICE FINES COLL.FEE	02/14/20	275665	148.30-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT3 1/16	02020321	19002847	POLICE FINES COLL.FEE	02/14/20	275665	382.29-

SOUTHERN FINANCIAL SYSTE							
Sum							530.59-
00001 SOUTHERN PINE ELECTRIC P	2/20 GENERAL	00020208	19003029	MNTHLY 2/20 PUBLIC SERVICES	02/14/20	275668	1,342.19-

SOUTHERN PINE ELECTRIC P							
Sum							1,342.19-
00001 SOUTHERN TIRE MART LLC (	2520024977	00196383	19002769	TIRES P/W STREET DEPT	02/14/20	275669	4,152.00-
00001 SOUTHERN TIRE MART LLC (	11142458	00191710	19003023	EMER TIRE REPR U#20090 SANIT	02/14/20	275669	315.00-

SOUTHERN TIRE MART LLC (							
Sum							4,467.00-

00001	SPEEDY PRINTING & SIGNS	27503	00196421	19002832	STREET MARKERS TRAFFIC DEPT	02/14/20	275671	400.00-
00001	SPEEDY PRINTING & SIGNS	27513	00196498	19002900	STREET MARKERS TRAFFIC DEPT	02/14/20	275671	67.00-
00001	SPEEDY PRINTING & SIGNS	27418	00195790	19002985	NEW YEARS YARD SIGNS	02/14/20	275671	192.00-

SPEEDY PRINTING & SIGNS								
Sum								
00001	SPIRE ENERGY	2/20 GENERAL	00020209	19002980	MNTHLY GAS-GENERAL	02/14/20	275672	659.00-
								5,749.05-

SPIRE ENERGY								
Sum								
00001	STANDARD OFFICE SUPPLY C	09541	00195967	19002761	COPY PAPER M/ADM	02/14/20	275674	5,749.05-
00001	STANDARD OFFICE SUPPLY C	08768	00195219	19002762	OFFICE SUPP CITY CLERK/TAX	02/14/20	275674	459.90-
00001	STANDARD OFFICE SUPPLY C	08769	00195219	19002763	OFFICE SUPP CITY CLERK/TAX	02/14/20	275674	227.68-
00001	STANDARD OFFICE SUPPLY C	08864	00195219	19002764	OFFICE SUPP CITY CLERK/TAX	02/14/20	275674	41.98-
00001	STANDARD OFFICE SUPPLY C	09725	00196644	19002938	OFFICE SUPP M/ADM	02/14/20	275674	10.57-
								8.96-

STANDARD OFFICE SUPPLY C								
Sum								
00001	STRICKLAND PAPER COMPANY	BH766575-00	00195452	19002735	PAPER SUPPLIES VARI DEPTS	02/14/20	275677	749.09-
00001	STRICKLAND PAPER COMPANY	058818	00195452	19003030	LATE CHARGES	02/14/20	275677	714.02-
								16.76-

STRICKLAND PAPER COMPANY								
Sum								
00001	TEMPLE INC	INV0193984	00195473	19002831	SCHOOL ZONE BEACONS	02/14/20	275679	730.78-
								28,050.00-

TEMPLE INC								
Sum								
00001	TYLER TECHNOLOGIES INC	025-284066	00196875	19002898	ENERGOV MAINT 3/20-2/21 LDC	02/14/20	275685	28,050.00-
								1,457.40-

TYLER TECHNOLOGIES INC								
Sum								
00001	UNITED FENCE COMPANY	20099	00196968	19003017	GATE REPR SERV CALL PUB WORKS	02/14/20	275686	1,457.40-
								85.00-

UNITED FENCE COMPANY								
Sum								
00001	USM/SYMPHONY ORCHESTRA	SYMPHONY SPO	00196718	19002750	2020 SYMPHONY SPONSORSHIP	02/14/20	275689	85.00-
								50,000.00-

USM/SYMPHONY ORCHESTRA								
Sum								
00001	VERSALIFT SOUTHEAST	92428	00196669	19002958	SAFETY TESTS U#18602 CEMETERY	02/14/20	275691	50,000.00-
								397.37-

VERSALIFT SOUTHEAST								
Sum								
								397.37-

00001 WARREN PAVING INC	13329	00195904 19003032 PAVING S 25TH AVE	02/14/20	275693	36,385.04-
00001 WARREN PAVING INC	13373	00195954 19003033 PAVING S 19TH AVE	02/14/20	275693	26,543.82-

WARREN PAVING INC					
Sum					62,928.86-
00001 WATERS INTERNATIONAL TRU 08P885588		00196826 19002934 REPR PTS U#16010 CEMETERY	02/14/20	275695	131.35-

WATERS INTERNATIONAL TRU					
Sum					131.35-
00001 WELLS, BOBBY	TRAV ADVANCE	00196730 19002818 TRAV ADV MSFA HAZMAT TECH CLS	02/14/20	275696	460.00-

WELLS, BOBBY					
Sum					460.00-
00001 WHEELER'S JANITORIAL SUP 0405283		00196724 19002969 JANIT SUPP TRAIN DEPOT	02/14/20	275698	197.00-

WHEELER'S JANITORIAL SUP					
Sum					197.00-
00001 YAWN, JAMES	TRAVEL REIMB	00196710 19002747 TRVL REIMB MSFA FIRE 1001 CLS	02/14/20	275700	230.00-

YAWN, JAMES					
Sum					230.00-
00001 98 WASTE LLC	2465	00196794 19002907 RUBBISH DISP 1/2-31/20 SANIT	02/14/20	275701	25,060.00-
00001 98 WASTE LLC	2466	00196794 19002908 RUBBISH DISP 1/6-31/20 PK/REC	02/14/20	275701	2,100.00-
00001 98 WASTE LLC	2478	00196794 19002909 P/W DEMOL E 3RD & WEBSTER	02/14/20	275701	2,128.00-

98 WASTE LLC					
Sum					29,288.00-

Sum					1,776,999.20-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 02/12/20

PERIOD ENDING FEBRUARY 14, 2020

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND							
00002 A & R FARM AND GARDEN	352937	00196647	19000628	ANT POISON GRNDS MAINT	02/14/20	275445	168.00-
00002 A & R FARM AND GARDEN	352863	00196632	19000632	GRAB HOOKS/CHAINS	02/14/20	275445	60.40-
00002 A & R FARM AND GARDEN	353482	00196273	19000667	PAPER STICKS MARDI GRAS PARDE	02/14/20	275445	330.00-

A & R FARM AND GARDEN							558.40-
Sum							
00002 ADAMS, MATTHEW CONOR	OFFICIAL 1/2	02020330	19000683	OFFICIAL-ADULT BASKETBALL	02/14/20	275448	32.00-
00002 ADAMS, MATTHEW CONOR	OFFICIAL 1/2	02020330	19000685	OFFICIAL-ADULT BASKETBALL	02/14/20	275448	80.00-
00002 ADAMS, MATTHEW CONOR	SPORTS SERVS	02020331	19000702	SPORTS SUPPORT SERVICES	02/14/20	275448	20.00-

ADAMS, MATTHEW CONOR							132.00-
Sum							
00002 AIRGAS USA LLC (NORDAN S	9968120415	00196978	19000727	HELIUM CYL RENT GRNDS MAINT	02/14/20	275453	52.55-

AIRGAS USA LLC (NORDAN S							52.55-
Sum							
00002 ALLBRITTON CHAIN SAW & L	68306	00196226	19000642	WEEDEATER REPR PTS	02/14/20	275455	109.46-

ALLBRITTON CHAIN SAW & L							109.46-
Sum							
00002 ANDERSON RETAIL INC	149169	00196583	19000616	BLDG MATLS DAHMER PARK	02/14/20	275458	146.36-

ANDERSON RETAIL INC							146.36-
Sum							
00002 ANOINTED HANDS SERVICES, 6426		00195880	19000620	SERVS 1/20 REC MAINT BLDG	02/14/20	275460	310.00-

ANOINTED HANDS SERVICES,							310.00-
Sum							
00002 AUSTRALIAN COURTWORKS IN	091605-2893	00196655	19000728	PRESS WASH TATUM TENNIS CRTS	02/14/20	275471	2,850.00-

AUSTRALIAN COURTWORKS IN							2,850.00-
Sum							
00002 AUTO ARMATURE SERVICE IN	19817	00196279	19000726	BATTERY U#18597 DUMP TRAILER	02/14/20	275472	127.95-

AUTO ARMATURE SERVICE IN							127.95-
Sum							
00002 BARR, JIMMY	SPORTS SERVS	02020331	19000720	SPORTS SUPPORT SERVICES	02/14/20	275474	75.00-

BARR, JIMMY							75.00-
Sum							
00002 BEMBRY, TERRANCE J	SPORTS SERVS	02020331	19000713	SPORTS SUPPORT SERVICES	02/14/20	275477	96.00-

BEMBRY, TERRANCE J							96.00-
Sum							

00002 BLUE DOLPHIN POOLS	38539	00196774 19000627 FOUNTAIN MAINT VARI LOC	02/14/20	275478	600.00-

BLUE DOLPHIN POOLS					
Sum					600.00-
00002 BRACKMAN MOWER WAREHOUSE 50755		00196470 19000629 REPRS U#20514 MOWER	02/14/20	275480	101.34-
00002 BRACKMAN MOWER WAREHOUSE 50794		00196630 19000630 AGRI EQUIP REPR PTS	02/14/20	275480	214.75-
00002 BRACKMAN MOWER WAREHOUSE 50678		00196237 19000643 REPRS U#19303 MOWER	02/14/20	275480	291.14-
00002 BRACKMAN MOWER WAREHOUSE 50679		00196237 19000644 MOWER REPR PTS	02/14/20	275480	12.35-
00002 BRACKMAN MOWER WAREHOUSE 50830		00196729 19000645 TIRE U#14980 MOWER	02/14/20	275480	48.00-
00002 BRACKMAN MOWER WAREHOUSE 50850		00196882 19000669 REPRS U#21096 MOWER	02/14/20	275480	437.90-
00002 BRACKMAN MOWER WAREHOUSE 50851		00196883 19000670 REPRS U#21097 MOWER	02/14/20	275480	277.95-

BRACKMAN MOWER WAREHOUSE					
Sum					1,383.43-
00002 BRADDOCK, ARETHA	OFFICIAL 1/2	02020330 19000688 OFFICIAL-ADULT BASKETBALL	02/14/20	275481	75.00-
00002 BRADDOCK, ARETHA	SPORTS SERVS	02020331 19000703 SPORTS SUPPORT SERVICES	02/14/20	275481	150.00-

BRADDOCK, ARETHA					
Sum					225.00-
00002 BURKETT, JERRY A, II	SPORTS SERVS	02020331 19000700 SPORTS SUPPORT SERVICES	02/14/20	275484	75.00-

BURKETT, JERRY A, II					
Sum					75.00-
00002 CARQUEST AUTO PARTS STOR 14758-136234		00196629 19000631 LUBRICANTS GRNDS MAINT	02/14/20	275488	250.32-
00002 CARQUEST AUTO PARTS STOR 14758-136232		00196626 19000637 REPR PTS U#18559 TRUCK	02/14/20	275488	76.80-
00002 CARQUEST AUTO PARTS STOR 14758-136235		00196631 19000638 REPR PTS GRNDS MAINT	02/14/20	275488	25.98-
00002 CARQUEST AUTO PARTS STOR 14758-136239		00196641 19000639 REPR PTS U#9167 TRUCK	02/14/20	275488	34.37-
00002 CARQUEST AUTO PARTS STOR 14758-136372		00196713 19000640 REPR PTS U#20419 TRUCK	02/14/20	275488	44.40-
00002 CARQUEST AUTO PARTS STOR 14758-136719		00196936 19000722 AIR TANK REPR PTS GRNDS MAINT	02/14/20	275488	66.49-

CARQUEST AUTO PARTS STOR					
Sum					498.36-
00002 CINTAS CORPORATION #J66 4040191544		00196930 19000656 MOP/MAT 1/16 GRNDS MAINT	02/14/20	275496	4.95-
00002 CINTAS CORPORATION #J66 4040850766		00196930 19000657 MOP/MAT 1/23 GRNDS MAINT	02/14/20	275496	4.95-
00002 CINTAS CORPORATION #J66 4042009373		00196930 19000658 MOP/MAT 2/06 GRNDS MAINT	02/14/20	275496	4.95-
00002 CINTAS CORPORATION #J66 4040191701		00196930 19000659 UNIFORMS 1/16 GRNDS MAINT	02/14/20	275496	153.26-
00002 CINTAS CORPORATION #J66 4040850863		00196930 19000660 UNIFORMS 1/23 GRNDS MAINT	02/14/20	275496	153.26-
00002 CINTAS CORPORATION #J66 4041385731		00196930 19000661 UNIFORMS 1/30 GRNDS MAINT	02/14/20	275496	153.26-
00002 CINTAS CORPORATION #J66 4042009532		00196930 19000662 UNIFORMS 2/06 GRNDS MAINT	02/14/20	275496	154.21-
00002 CINTAS CORPORATION #J66 4039047944		00196930 19000663 MOP/MAT 1/03 GRNDS MAINT	02/14/20	275496	4.95-
00002 CINTAS CORPORATION #J66 4039625784		00196930 19000664 MOP/MAT 1/09 GRNDS MAINT	02/14/20	275496	4.95-
00002 CINTAS CORPORATION #J66 4039048225		00196930 19000665 UNIFORMS 1/03 GRNDS MAINT	02/14/20	275496	153.26-
00002 CINTAS CORPORATION #J66 4039625960		00196930 19000666 UNIFORMS 1/09 GRNDS MAINT	02/14/20	275496	153.26-

CINTAS CORPORATION #J66					
Sum					945.26-
00002 CITY OF HATTIESBURG FUND TRF 1ST 2/20	02020328	19000673 TRF 1ST 2/20 PAYROLL	02/11/20	312671	67,107.80-

CITY OF HATTIESBURG FUND					
Sum					67,107.80-

00002 CLEMTS HARDWARE	124739	00196645 19000646 GRINDER BLADES	02/14/20	275499	28.74-

CLEMTS HARDWARE					
Sum					28.74-
00002 CONNER, TOBARRA	SPORTS SERVS 02020331	19000706 SPORTS SUPPORT SERVICES	02/14/20	275506	256.00-
00002 CONNER, TOBARRA	SPORTS SERVS 02020331	19000709 SPORTS SUPPORT SERVICES	02/14/20	275506	64.00-
00002 CONNER, TOBARRA	SPORTS SERVS 02020331	19000712 SPORTS SUPPORT SERVICES	02/14/20	275506	64.00-

CONNER, TOBARRA					
Sum					384.00-
00002 COURTNEY'S RESTAURANT EQ 13266	00196799 19000671	ICE MACHINE REPR TATUM TENNIS	02/14/20	275511	1,087.28-

COURTNEY'S RESTAURANT EQ					
Sum					1,087.28-
00002 DUBOSE, MASON C	OFFICIAL 1/2 02020330	19000689 OFFICIAL-ADULT BASKETBALL	02/14/20	275522	100.00-

DUBOSE, MASON C					
Sum					100.00-
00002 EATON, ALVIN K (PETTY CA	PETTY CASH 1 00196766	19000625 PETTY CASH 12/19 PKS/REC	02/14/20	275526	45.94-

EATON, ALVIN K (PETTY CA					
Sum					45.94-
00002 ECONOMY SUPPLY CO	027267	00196475 19000622 BLDG MATLS TATUM BASEBALL	02/14/20	275529	69.11-
00002 ECONOMY SUPPLY CO	027754	00196502 19000633 BLDG MATLS TATUM BASEBALL	02/14/20	275529	791.25-
00002 ECONOMY SUPPLY CO	027421	00196659 19000634 FENCING MATLS TATUM BASEBALL	02/14/20	275529	334.02-
00002 ECONOMY SUPPLY CO	027979	00196825 19000668 FENCE MATLS TATUM PARK	02/14/20	275529	83.40-

ECONOMY SUPPLY CO					
Sum					1,277.78-
00002 FELTS, GEREY	SPORTS SERVS 02020331	19000693 SPORTS SUPPORT SERVICES	02/14/20	275539	52.00-
00002 FELTS, GEREY	SPORTS SERVS 02020331	19000698 SPORTS SUPPORT SERVICES	02/14/20	275539	60.00-
00002 FELTS, GEREY	SPORTS SERVS 02020331	19000705 SPORTS SUPPORT SERVICES	02/14/20	275539	128.00-

FELTS, GEREY					
Sum					240.00-
00002 FORBES, VOLORIA D	SPORTS SERVS 02020331	19000717 SPORTS SUPPORT SERVICES	02/14/20	275540	288.00-

FORBES, VOLORIA D					
Sum					288.00-
00002 GRIFFIN, GABRIEL	OFFICIAL 1/2 02020330	19000692 OFFICIAL-ADULT BASKETBALL	02/14/20	275551	50.00-

GRIFFIN, GABRIEL					
Sum					50.00-
00002 GUTHRIE, JONI S	PKS/REC PROG 02020329	19000677 SRVS LINE DANCE/AEROBICS	02/14/20	275554	120.00-

GUTHRIE, JONI S					
Sum					120.00-
00002 IRBY, STUART C CO	S011699124.0 00195534	19000621 ELEC SUPP UNETTA GYM PK LOT	02/14/20	275573	224.66-
00002 IRBY, STUART C CO	S011666612.0 00196463	19000723 ELEC SUPP CHAIN PARK	02/14/20	275573	925.42-

IRBY, STUART C CO					
Sum					1,150.08-

00002 JERRY'S AUTOMOTIVE REPAI 20378	00196712 19000641 REPRS U#14127 TRUCK	02/14/20	275576	196.14-

JERRY'S AUTOMOTIVE REPAI				
Sum				196.14-
00002 KETTLEY, ANNETTE	SPORTS SERVS 02020331 19000708 SPORTS SUPPORT SERVICES	02/14/20	275581	64.00-
00002 KETTLEY, ANNETTE	SPORTS SERVS 02020331 19000711 SPORTS SUPPORT SERVICES	02/14/20	275581	64.00-
00002 KETTLEY, ANNETTE	SPORTS SERVS 02020331 19000715 SPORTS SUPPORT SERVICES	02/14/20	275581	248.00-

KETTLEY, ANNETTE				
Sum				376.00-
00002 KINSEY WELDING	5163 00196778 19000649 REPR TATUM SOCCER GOALS	02/14/20	275582	525.00-
00002 KINSEY WELDING	5162 00196778 19000650 WELD SOFTBALL FLD POWER BOX	02/14/20	275582	190.00-

KINSEY WELDING				
Sum				715.00-
00002 LAMAR AUTO SALVAGE INC	623760 PO#19 00196469 19000647 REPRS U#14127 TRUCK	02/14/20	275584	150.00-

LAMAR AUTO SALVAGE INC				
Sum				150.00-
00002 MARTIN, MAGDALINE	PKS/REC PROG 02020329 19000681 SRVS JEWELRY MAKING CLASS	02/14/20	275595	24.00-

MARTIN, MAGDALINE				
Sum				24.00-
00002 MCCARTY, JOSHUA C	OFFICIAL 1/2 02020330 19000686 OFFICIAL-ADULT BASKETBALL	02/14/20	275596	100.00-
00002 MCCARTY, JOSHUA C	SPORTS SERVS 02020331 19000704 SPORTS SUPPORT SERVICES	02/14/20	275596	150.00-

MCCARTY, JOSHUA C				
Sum				250.00-
00002 MCELHANEY PLUMBING INC	283281 00196499 19000617 PLUMB SUPP 9TH ST BALLPARK	02/14/20	275597	241.78-
00002 MCELHANEY PLUMBING INC	283295 00196585 19000618 PLUMB SUPP DAHMER PARK	02/14/20	275597	45.90-
00002 MCELHANEY PLUMBING INC	283297 00196596 19000619 PLUMB SUPP TATUM SOCCER	02/14/20	275597	219.01-

MCELHANEY PLUMBING INC				
Sum				506.69-
00002 MID SOUTH GLASS INC	0046902 00196476 19000615 RPLCMNT GLASS 9TH ST BALLPARK	02/14/20	275598	53.00-

MID SOUTH GLASS INC				
Sum				53.00-
00002 MS POWER COMPANY	2/20 PKS/REC 00020209 19000675 MNTHLY ELEC-PARKS & REC	02/14/20	275609	982.77-

MS POWER COMPANY				
Sum				982.77-
00002 MURPHY, JORDAN R	SPORTS SERVS 02020331 19000695 SPORTS SUPPORT SERVICES	02/14/20	275615	52.00-
00002 MURPHY, JORDAN R	SPORTS SERVS 02020331 19000696 SPORTS SUPPORT SERVICES	02/14/20	275615	44.00-

MURPHY, JORDAN R				
Sum				96.00-
00002 PLAY IT AGAIN SPORTS	INV-000268 00195594 19000672 BASKETBALL JERSEYS 2019 REC	02/14/20	275639	6,800.00-

PLAY IT AGAIN SPORTS				
Sum				6,800.00-

00002 POWELL, RANDY	SPORTS SERVS 02020331 19000707	SPORTS SUPPORT SERVICES	02/14/20	275641	64.00-
00002 POWELL, RANDY	SPORTS SERVS 02020331 19000710	SPORTS SUPPORT SERVICES	02/14/20	275641	64.00-
00002 POWELL, RANDY	SPORTS SERVS 02020331 19000718	SPORTS SUPPORT SERVICES	02/14/20	275641	430.00-

POWELL, RANDY					
Sum					
00002 REGIONS CARDHOLDER SERVI	7079 1/31/20 00196214 19000623	SUPP SENIOR CRAFTS & JEWELRY	02/14/20	275646	348.40-
00002 REGIONS CARDHOLDER SERVI	7079 1/31/20 00196391 19000624	REG CHAPMAN NATL ATHLETES SMT	02/14/20	275646	295.00-

REGIONS CARDHOLDER SERVI					
Sum					
00002 SHABAZZ, AMATULLAH	PKS/REC PROG 02020329 19000680	SRVS CRAFTS CLASS	02/14/20	275656	643.40-

SHABAZZ, AMATULLAH					
Sum					
00002 SHERWIN-WILLIAMS COMPANY	2870-1 00196486 19000635	FIELD MARKING PAINT	02/14/20	275658	24.00-
00002 SHERWIN-WILLIAMS COMPANY	3208-3 00196728 19000636	FIELD MARKING PAINT	02/14/20	275658	1,414.35-
00002 SHERWIN-WILLIAMS COMPANY	5354-5 00196225 19000651	PAINT SUPP MCNAIR OFFICE	02/14/20	275658	2,699.16-
00002 SHERWIN-WILLIAMS COMPANY	2961-8 00196486 19000652	PRICE CORRECTION CREDIT	02/14/20	275658	37.58-
00002 SHERWIN-WILLIAMS COMPANY	6039-1 00196728 19000653	FLD MARKING PAINT TATUM SOCCER	02/14/20	275658	199.50
00002 SHERWIN-WILLIAMS COMPANY	3207-5 00196728 19000654	CREDIT INV#6039-1	02/14/20	275658	2,731.92-

SHERWIN-WILLIAMS COMPANY					
Sum					
00002 SMITH, MARSHIA J	PKS/REC PROG 00220329 19000679	SRVS WALKING CLASS	02/14/20	275663	3,951.59-

SMITH, MARSHIA J					
Sum					
00002 SOUTHERN ON SITE STORAGE	66843 00196105 19000655	TOILETS/HANDWASH STA TS PARK	02/14/20	275667	80.00-

SOUTHERN ON SITE STORAGE					
Sum					
00002 SOUTHERN TIRE MART LLC (	2520025852 00196332 19000648	FLAT REPR/TIRE U#20419 TRUCK	02/14/20	275669	1,081.00-
00002 SOUTHERN TIRE MART LLC (	2520026436 00196608 19000724	REPRS U#21328 TRUCK	02/14/20	275669	35.54-
00002 SOUTHERN TIRE MART LLC (	2520026080 00196627 19000725	REPRS U#20419 TRUCK	02/14/20	275669	359.85-

SOUTHERN TIRE MART LLC (					
Sum					
00002 SPIRE ENERGY	2/20 PKS/REC 00020209 19000676	MNTHLY GAS-PARKS & REC	02/14/20	275672	20.47-

SPIRE ENERGY					
Sum					
00002 SPORTS ILLUSTRATED PLAY	490074 00196763 19000626	REG FEES 1/20 REC ADM	02/14/20	275673	51.13-

SPORTS ILLUSTRATED PLAY					
Sum					
00002 STEWART, LARRY	SPORTS SERVS 02020331 19000714	SPORTS SUPPORT SERVICES	02/14/20	275676	213.00-

STEWART, LARRY					
Sum					
					120.00-

00002 TART, LAIKYN M	OFFICIAL 1/2 02020330 19000682	OFFICIAL-ADULT BASKETBALL	02/14/20	275678	48.00-
00002 TART, LAIKYN M	SPORTS SERVS 02020331 19000701	SPORTS SUPPORT SERVICES	02/14/20	275678	64.00-

TART, LAIKYN M					112.00-
Sum					
00002 TERRELL, MICHAEL J	OFFICIAL 1/2 02020330 19000684	OFFICIAL-ADULT BASKETBALL	02/14/20	275680	48.00-

TERRELL, MICHAEL J					48.00-
Sum					475.00-
00002 TERRELL, WINSTON	OFFICIAL 1/2 02020330 19000687	OFFICIAL-ADULT BASKETBALL	02/14/20	275681	

TERRELL, WINSTON					475.00-
Sum					100.00-
00002 THOMAS, TYRONE	SPORTS SERVS 02020331 19000719	SPORTS SUPPORT SERVICES	02/14/20	275682	

THOMAS, TYRONE					100.00-
Sum					52.00-
00002 VARNADO, ALEXANDRIA	SPORTS SERVS 02020331 19000694	SPORTS SUPPORT SERVICES	02/14/20	275690	
00002 VARNADO, ALEXANDRIA	SPORTS SERVS 02020331 19000697	SPORTS SUPPORT SERVICES	02/14/20	275690	60.00-
00002 VARNADO, ALEXANDRIA	SPORTS SERVS 02020331 19000716	SPORTS SUPPORT SERVICES	02/14/20	275690	192.00-

VARNADO, ALEXANDRIA					304.00-
Sum					100.00-
00002 WALCK, SUSAN A	PKS/REC PROG 02020329 19000678	SRVS POTTERY CLASS	02/14/20	275692	

WALCK, SUSAN A					100.00-
Sum					550.00-
00002 WASHINGTON, TYLER ROYCE	OFFICIAL 1/2 02020330 19000691	OFFICIAL-ADULT BASKETBALL	02/14/20	275694	

WASHINGTON, TYLER ROYCE					550.00-
Sum					350.00-
00002 WILSON, JESSICA B	OFFICIAL 1/2 02020330 19000690	OFFICIAL-ADULT BASKETBALL	02/14/20	275699	
00002 WILSON, JESSICA B	SPORTS SERVS 02020331 19000699	SPORTS SUPPORT SERVICES	02/14/20	275699	200.00-
00002 WILSON, JESSICA B	SPORTS SERVS 02020331 19000721	SPORTS SUPPORT SERVICES	02/14/20	275699	75.00-

WILSON, JESSICA B					625.00-
Sum					

Sum					99,665.97-

Date - 02/12/20

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/	A/C#27335025	02020316	19000014	FIRE TRUCK LEASE NOTE#22568	02/06/20	22265	16,377.37-
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TRUSTMARK NATIONAL BANK/

Sum

16,377.37-

Sum

16,377.37-

00009	CINTAS CORPORATION #J66	4041629011	00196716	19000661	MOP/MAT 2/03 WTR PLANT	02/14/20	275496	16.79-
00009	CINTAS CORPORATION #J66	4041629534	00196717	19000664	UNIFORMS 2/03 TRANS	02/14/20	275496	104.09-
00009	CINTAS CORPORATION #J66	4041629534	00196717	19000665	UNIFORMS 2/03 PLANT	02/14/20	275496	45.39-
00009	CINTAS CORPORATION #J66	4041629534	00196717	19000666	UNIFORMS 2/03 SEWER	02/14/20	275496	28.80-
00009	CINTAS CORPORATION #J66	4041629534	00196717	19000667	UNIFORMS 2/03 LAGOON	02/14/20	275496	85.48-
00009	CINTAS CORPORATION #J66	4042211489	00196950	19000702	UNIFORMS 2/10 TRANS	02/14/20	275496	177.94-
00009	CINTAS CORPORATION #J66	4042211489	00196950	19000703	UNIFORMS 2/10 PLANT	02/14/20	275496	40.61-
00009	CINTAS CORPORATION #J66	4042211489	00196950	19000704	UNIFORMS 2/10 SEWER	02/14/20	275496	24.02-
00009	CINTAS CORPORATION #J66	4042211489	00196950	19000705	UNIFORMS 2/10 LAGOON	02/14/20	275496	14.58-
00009	CINTAS CORPORATION #J66	4042211254	00196941	19000706	MOP/MAT 2/10 PLANT	02/14/20	275496	16.79-

CINTAS CORPORATION #J66								
Sum								554.49-
00009	CITY OF HATTIESBURG FUND TRF 1ST 2/20	02020328	19000711	TRF 1ST 2/20	PAYROLL	02/11/20	22266	106,717.49-

CITY OF HATTIESBURG FUND								
Sum								106,717.49-
00009	CONSOLIDATED PIPE & SPLY 0400310-000-	00196116	19000662	PRYBARS FOR SEWER DEPT		02/14/20	275507	330.00-
00009	CONSOLIDATED PIPE & SPLY 0497124-000-	00193575	19000688	PLUMB SUPP SEWER DEPT		02/14/20	275507	333.60-

CONSOLIDATED PIPE & SPLY								
Sum								663.60-
00009	CORE & MAIN (HD SUPPLY W L788983	00196335	19000682	PLUMB SUPP SEWER DEPT		02/14/20	275509	903.72-
00009	CORE & MAIN (HD SUPPLY W L789054	00196335	19000683	PLUMB SUPP SEWER DEPT		02/14/20	275509	1,754.28-
00009	CORE & MAIN (HD SUPPLY W L809309	00196335	19000684	PLUMB SUPP SEWER DEPT		02/14/20	275509	82.80-
00009	CORE & MAIN (HD SUPPLY W L789022	00196335	19000685	PLUMB SUPP SEWER DEPT		02/14/20	275509	90.00-

CORE & MAIN (HD SUPPLY W								
Sum								2,830.80-
00009	COVINGTON SALES & SERVIC 85546	00196649	19000710	PUSH CAMERA REPR PTS SEWER		02/14/20	275512	314.39-

COVINGTON SALES & SERVIC								
Sum								314.39-
00009	DESIGN PRECAST & PIPE, I 76119	00192092	19000697	MANHOLE ADJ RINGS LGN STOCK		02/14/20	275517	2,380.00-
00009	DESIGN PRECAST & PIPE, I 80019	00192092	19000698	MANHOLE ADJ RINGS LGN STOCK		02/14/20	275517	1,150.00-
00009	DESIGN PRECAST & PIPE, I 80246	00192092	19000699	MANHOLE ADJ RINGS LGN STOCK		02/14/20	275517	190.00-

DESIGN PRECAST & PIPE, I								
Sum								3,720.00-
00009	DIXIE COMMUNITY UTILITY SEWER BILLIN	00196780	19000678	SEWER BILLING 2/20		02/14/20	275519	414.00-

DIXIE COMMUNITY UTILITY								
Sum								414.00-
00009	EATON, ALVIN K (PETTY CA PETTY CASH 1	00196768	19000671	PETTY CASH WTR BILLING		02/14/20	275527	23.94-

EATON, ALVIN K (PETTY CA								
Sum								23.94-
00009	ECONOMY SUPPLY CO 027735	00196683	19000709	BLDG MATLS PLT OPERATOR OFFC		02/14/20	275529	211.35-

ECONOMY SUPPLY CO								
Sum								211.35-

00009 HATTIESBURG PAINT & DECO W0215827	00196117 19000681 PAINT SUPP WTR PLANT #2	02/14/20	275558	895.47-

HATTIESBURG PAINT & DECO				
Sum				895.47-
00009 INTERIOR EXTERIOR BUILDI 4220485-00	00196678 19000693 CEILING TILE OPERATOR'S OFFC	02/14/20	275570	185.60-

INTERIOR EXTERIOR BUILDI				
Sum				185.60-
00009 IRBY, STUART C CO	S011761664.0 00196679 19000721 ELEC SUPP PLT OPERATOR'S OFFC	02/14/20	275573	96.00-

IRBY, STUART C CO				
Sum				96.00-
00009 L & A CONTRACTING CO	483-152 00196783 19000687 AERATOR MNT 1/13-26/20 LAGNS	02/14/20	275583	35,128.24-

L & A CONTRACTING CO				
Sum				35,128.24-
00009 LARRY'S WRECKER SERVICE 7252	00196980 19000723 TOWING U#14128 SEWER	02/14/20	275586	65.00-

LARRY'S WRECKER SERVICE				
Sum				65.00-
00009 MILLS & SCANLON, P.A.	1292-0006M S 00196921 19000700 SRVS PETAL SEWER RATES	02/14/20	275599	140.00-

MILLS & SCANLON, P.A.				
Sum				140.00-
00009 MS FIRE & SAFETY OF HBUR 68858	00196752 19000675 SERV EXTINGUISHERS PLT #2	02/14/20	275604	391.00-

MS FIRE & SAFETY OF HBUR				
Sum				391.00-
00009 MS POWER COMPANY	2/20 W&SO&M 00020209 19000713 MNTHLY ELEC-W&SO&M	02/14/20	275609	39,251.86-

MS POWER COMPANY				
Sum				39,251.86-
00009 NEWELL PAPER COMPANY	4074671 00196703 19000707 JANIT SUPP/COPY PAPER	02/14/20	275619	449.48-

NEWELL PAPER COMPANY				
Sum				449.48-
00009 PATTERSON AUTO ELECTRIC 80452	00196250 19000696 BATTERY U#18587 SEWER	02/14/20	275627	138.95-

PATTERSON AUTO ELECTRIC				
Sum				138.95-
00009 PEARL RIVER VALLEY EPA (2/20 W&SO&M	00020209 19000715 MNTHLY 2/20 PUBLIC SERVICES	02/14/20	275630	8,691.76-

PEARL RIVER VALLEY EPA (				
Sum				8,691.76-
00009 PETRO AUTOMOTIVE GROUP 6172070	00195314 19000719 KEYS U#21395 TRANS DEPT	02/14/20	275631	209.50-

PETRO AUTOMOTIVE GROUP				
Sum				209.50-

00009 PINE BELT OIL COMPANY IN 1906767	00196603 19000657 REMOTE SITE FUEL CHG SEWER	02/14/20	275636	151.28-
00009 PINE BELT OIL COMPANY IN 4098015	00196603 19000658 REMOTE SITE FUEL CHG PLANT	02/14/20	275636	109.56-

PINE BELT OIL COMPANY IN				
Sum				260.84-
00009 PUCKETT RENTS 743261	00196677 19000708 TRASH PUMP STRAINERS TRANS	02/14/20	275642	216.48-

PUCKETT RENTS				
Sum				216.48-
00009 REGIONS CARDHOLDER SERVI 7079 1/31/20	00196427 19000669 REG TYLER CONNECT SANFORD	02/14/20	275646	975.00-
00009 REGIONS CARDHOLDER SERVI 7079 1/31/20	00196426 19000670 AIRFARE BERCH TYLER TECH CONF	02/14/20	275646	292.96-

REGIONS CARDHOLDER SERVI				
Sum				1,267.96-
00009 RICOH CORP 5058676707 W	00196887 19000677 PROD PRINTER CHGS WTR BILLING	02/14/20	275648	158.24-

RICOH CORP				
Sum				158.24-
00009 RJM MCQUEEN CONTRACTING 2024	00196995 19000727 REPRS 63RD LIFT STATION	02/14/20	275651	102,390.65-
00009 RJM MCQUEEN CONTRACTING 2025	00196995 19000728 REPRS MISC LIFT STATIONS	02/14/20	275651	80,910.25-
00009 RJM MCQUEEN CONTRACTING 2034	00196995 19000730 REPRS BURKETT CREEK PUMPS	02/14/20	275651	178,537.50-
00009 RJM MCQUEEN CONTRACTING 2057	00196995 19000731 SWR REPR OLD HWY42 AND IND DR	02/14/20	275651	4,900.00-
00009 RJM MCQUEEN CONTRACTING 2058	00196995 19000732 SWR REPR E HARDY & GULFPORT	02/14/20	275651	7,978.00-
00009 RJM MCQUEEN CONTRACTING 2059	00196995 19000733 SWR REPR EDWARDS & MAGNOLIA	02/14/20	275651	3,630.00-
00009 RJM MCQUEEN CONTRACTING 2060	00196995 19000734 SWR REPR E HARDY & KLONDYKE	02/14/20	275651	24,009.00-
00009 RJM MCQUEEN CONTRACTING 2061	00196995 19000735 SWR REPR PRINCE GEORGE/S 28TH	02/14/20	275651	5,841.50-
00009 RJM MCQUEEN CONTRACTING 2062	00196995 19000736 SWR REPR S TIPTON & JAMES ST	02/14/20	275651	2,550.00-
00009 RJM MCQUEEN CONTRACTING 2063	00196995 19000737 SWR REPR S 28TH & CAMBRIDGE	02/14/20	275651	3,619.29-
00009 RJM MCQUEEN CONTRACTING 2067	00197041 19000738 JANUARY 2020 PUMPING	02/14/20	275651	9,689.05-

RJM MCQUEEN CONTRACTING				
Sum				424,055.24-
00009 SCOTTS HYDRAULIC SERVICE 39296	00193504 19000722 REPRS U#2870 SEWER DEPT	02/14/20	275654	95.00-

SCOTTS HYDRAULIC SERVICE				
Sum				95.00-
00009 SIGNS FIRST H-71568	00196568 19000672 TABLECLOTH WITH W&S LOGO	02/14/20	275660	150.00-

SIGNS FIRST				
Sum				150.00-
00009 SOUTHERN PINE ELECTRIC P 2/20 W&SO&M	00020208 19000716 MNTHLY 2/20 PUBLIC SERVICES	02/14/20	275668	1,343.68-

SOUTHERN PINE ELECTRIC P				
Sum				1,343.68-
00009 SOUTHERN WATERWORKS SUPP 82986	00196685 19000691 CHLORINATOR WTR PLANT	02/14/20	275670	2,837.70-

SOUTHERN WATERWORKS SUPP				
Sum				2,837.70-
00009 SPEEDY PRINTING & SIGNS 27541	00196704 19000689 RECEIPT PAPER WTR BILLING	02/14/20	275671	755.04-

SPEEDY PRINTING & SIGNS				
Sum				755.04-

00009 SPIRE ENERGY	2/20 W&SO&M	00020209 19000714 MNTHLY GAS-W&SO&M	02/14/20	275672	20.00-

SPIRE ENERGY					
Sum					20.00-
00009 STANDARD OFFICE SUPPLY C 09724		00194838 19000701 OFFICE SUPP WTR BILLING	02/14/20	275674	103.98-
00009 STANDARD OFFICE SUPPLY C 09726		00196705 19000717 OFFICE SUPP WTR BILLING	02/14/20	275674	486.41-

STANDARD OFFICE SUPPLY C					
Sum					590.39-
00009 STRICKLAND PAPER COMPANY BH766575-00(		00195452 19000659 PAPER SUPPLIES WTR BILLING	02/14/20	275677	403.36-

STRICKLAND PAPER COMPANY					
Sum					403.36-
00009 TRUCKS PLUS AUTO ACCESSO 40219		00195287 19000679 TOOLBOX U#21394 TRANS	02/14/20	275684	598.00-
00009 TRUCKS PLUS AUTO ACCESSO 40218		00195287 19000680 REPR PTS U#21395 TRANS	02/14/20	275684	218.00-

TRUCKS PLUS AUTO ACCESSO					
Sum					816.00-
00009 USA BLUEBOOK	124350	00196402 19000663 SMOKE TESTING SUPP SEWER DEPT	02/14/20	275688	267.29-

USA BLUEBOOK					
Sum					267.29-

Sum					660,776.81-

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WATER & SEWER FUND

00011 CITY OF HATTIESBURG FUND 1/20 WATER D 02020299 19000280 1/20 WATER DIST 2/20

02/06/20

312653

356,823.15-

CITY OF HATTIESBURG FUND

Sum

00011 HUSBAND, KIMBERLY WTR OVRPMT R 02020298 19000283 WTR OVRPMT RFD

02/14/20

275565

356,823.15-

196.33-

HUSBAND, KIMBERLY

Sum

196.33-

Sum

357,019.48-

CITY OF HATTIESBURG

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CITY B & I

00013 HANCOCK BANK CORPORATE T 35326 MDB HA 02020318 19000003 8/1/19-2/1/20

02/06/20

114222

2,300.00-

HANCOCK BANK CORPORATE T

Sum

2,300.00-

Sum

2,300.00-

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POLICE FORFEITURES FUND							
00019 TOSHIBA BUSINESS SOLUTIO	5093170	00196740	19000025	COPIER 1/20 COMM RELA	02/14/20	275683	305.00-
TOSHIBA BUSINESS SOLUTIO							
Sum							305.00-
Sum							305.00-

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TAX COLLECTOR'S FUND							
00027 CITY OF HATTIESBURG FUND	MILLAGE	DIST	02020315	19000042 MILLAGE DIST TO TIF	02/06/20	312661	450,000.00-

CITY OF HATTIESBURG FUND							450,000.00-
Sum							65,000.00-
00027 CITY OF HATTIESBURG FUND	MILLAGE	DIST	02020311	19000035 MILLAGE DIST TO TIF	02/06/20	312654	65,000.00-

CITY OF HATTIESBURG FUND							65,000.00-
Sum							166,772.00-
00027 CITY OF HATTIESBURG FUND	MILLAGE	DIST	02020309	19000048 MILLAGE DIST TO TIF	02/07/20	312669	166,772.00-

CITY OF HATTIESBURG FUND							166,772.00-
Sum							37,742.56-
00027 CITY OF HATTIESBURG FUND	MILLAGE	DIST	02020312	19000039 MILLAGE DIST TO TIF	02/06/20	312658	37,742.56-

CITY OF HATTIESBURG FUND							37,742.56-
Sum							11,450.00-
00027 CITY OF HATTIESBURG FUND	MILLAGE	DIST	02020310	19000036 MILLAGE DIST TO TIF	02/06/20	312655	11,450.00-

CITY OF HATTIESBURG FUND							11,450.00-
Sum							106,940.72-
00027 LIBRARY, THE	1/20 MILLAGE	02020301	19000047	1/20 MILLAGE DIST 2/20	02/06/20	312668	106,940.72-

LIBRARY, THE							106,940.72-
Sum							837,905.28-

Sum							837,905.28-

Date - 02/12/20

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AIRPORT IMPROVEMENT FUND

00039 ARE CONSULTANTS INC

180712B

00197016

19000026

SRVS AIRPT APRON IMPRV PART 1

02/14/20

275461

19,674.74-

ARE CONSULTANTS INC

Sum

19,674.74-

00039 FORD ENGINEERING SERVICE 1905070

00197015

19000027

SRVS AIRPT DRNG IMPRV PART 1

02/14/20

275541

3,198.08-

FORD ENGINEERING SERVICE

Sum

3,198.08-

00039 SIMMONS EROSION CONTROL APPL #1 AIRP 00197013 19000028 SRVS AIRPT APRON RESTORA PT 1

02/14/20

275661

248,018.08-

SIMMONS EROSION CONTROL

Sum

248,018.08-

Sum

270,890.90-

Date - 02/12/20

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Amount

890.00-

890.00-

610.00-

4,250.00-

7,560.00-

8,450.00-

00073 UNIVERSITY TIRE & SERVIC INV148458	00196890 19000197 MOUNT BUS TIRES	02/14/20	275687	120.00-

UNIVERSITY TIRE & SERVIC				120.00-
Sum				-----
Sum				54,392.39-

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WATER&SEWER CONSTRUCTION FUND							
00075 SOUTHERN MS PLANNING & D	11967	00197026	19000041	SRVS LAMAR BLVD IMPRVMENTS	02/14/20	275666	767.71-

SOUTHERN MS PLANNING & D							767.71-
Sum							-----
Sum							767.71-

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COMMUNITY CENTERS' FUND							
00077 CARQUEST AUTO PARTS STOR	14758-136505	00196816	19000171	REPR PTS U#12045 COMM CNTR	02/14/20	275488	49.83-
00077 CARQUEST AUTO PARTS STOR	14758-136504	00196816	19000172	REPR PTS U#12045 COMM CNTR	02/14/20	275488	9.46-

CARQUEST AUTO PARTS STOR							
Sum							59.29-
00077 CINTAS CORPORATION #J66	4039222087	00196745	19000161	UNIFORMS 1/06 COMM CENTERS	02/14/20	275496	83.66-
00077 CINTAS CORPORATION #J66	4039222087	00196745	19000162	CREDIT	02/14/20	275496	16.00
00077 CINTAS CORPORATION #J66	4039796888	00196745	19000163	UNIFORMS 1/13 COMM CENTERS	02/14/20	275496	67.66-
00077 CINTAS CORPORATION #J66	4040400761	00196745	19000164	UNIFORMS 1/20 COMM CENTERS	02/14/20	275496	67.66-
00077 CINTAS CORPORATION #J66	4041013222	00196745	19000165	UNIFORMS 1/27 COMM CENTERS	02/14/20	275496	67.66-

CINTAS CORPORATION #J66							
Sum							270.64-
00077 CITY OF HATTIESBURG FUND	TRF 1ST 2/20	02020328	19000173	TRF 1ST 2/20 PAYROLL	02/11/20	312671	22,733.37-

CITY OF HATTIESBURG FUND							
Sum							22,733.37-
00077 EATON, ALVIN K (PETTY CA	PETTY CASH 1	00196767	19000169	PETTY CASH 12/19 COMM CENTERS	02/14/20	275524	5.70-

EATON, ALVIN K (PETTY CA							
Sum							5.70-
00077 IRBY, STUART C CO	S011722611.0	00195971	19000158	ELEC SUPP SHERRILL CENTER	02/14/20	275573	91.00-

IRBY, STUART C CO							
Sum							91.00-
00077 LOWE'S HOME IMPROVEMENT	938144	00192730	19000157	WINDOW BLINDS SHERRILL CENTER	02/14/20	275591	944.40-

LOWE'S HOME IMPROVEMENT							
Sum							944.40-
00077 MS FIRE & SAFETY OF HBUR	68861	00196815	19000167	HOOD INSPECT VARI CENTERS	02/14/20	275604	477.00-
00077 MS FIRE & SAFETY OF HBUR	68836	00196815	19000168	ANNUAL INSPECT CULTURAL CNTR	02/14/20	275604	98.00-

MS FIRE & SAFETY OF HBUR							
Sum							575.00-
00077 MS POWER COMPANY	2/20 COMM CN	00020209	19000175	MNTHLY ELEC-COMM CENTERS	02/14/20	275609	2,225.78-

MS POWER COMPANY							
Sum							2,225.78-
00077 NEWELL PAPER COMPANY	4073871	00196029	19000170	JANIT EQUIP REPR PTS C CNTR	02/14/20	275619	46.53-

NEWELL PAPER COMPANY							
Sum							46.53-

00077 REGIONS CARDHOLDER SERVI 7079 1/31/20 00196277 19000159 TABLES HBURG ARTS CENTER	02/14/20	275646	581.82-
00077 REGIONS CARDHOLDER SERVI 7079 1/31/20 00196296 19000160 FOLDING CHAIRS COMM CENTERS	02/14/20	275646	2,351.86-

REGIONS CARDHOLDER SERVI			
Sum			2,933.68-
00077 SPIRE ENERGY 2/20 COMM CN 00020209 19000176 MNTHLY GAS-COMM CENTERS	02/14/20	275672	1,503.48-

SPIRE ENERGY			
Sum			1,503.48-

Sum			31,388.87-

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INDUSTRIAL PARK DEVELOPMENT

00087 AREA DEVELOPMENT PARTNER INVOICE #14 00196602 19000009 ADMIN FEE Q/E 3/31/20

02/14/20

275462

875.00-

AREA DEVELOPMENT PARTNER

Sum

00087	PARKER'S LANDSCAPE SERV	21095	00196599	19000012	IND	PARK LANDSCAPE MAINT
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02/14/20

275625

875.00-

180.00-

PARKER'S LANDSCAPE SERV

Sum

00087 SEMPEN, MICHAEL J PLLC INVOICE 1/27 00196601 19000011 SRVS 9/17-1/8/20 GEN MATTERS

02/14/20

275657

180.00-

875.00-

SHEMPER, MICHAEL J PLLC

Sum

00087 SHOWS DEARMAN & WAITS IN 21211 00196600 19000010 SRVS 11/24-12/21 PROJ WARREN

02/14/20

275659

875.00-

420.00-

SHOWS DEARMAN & WAITS IN

Sum

420.00-

Sum

2,350.00-

Date - 02/12/20

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PUBLIC SAFETY/REC CONSTRUCTION

00088	LAW OFFICE OF JACK DENTO	02042020	00197020	19000025	SRVS HALL AVE OVERPASS	02/14/20	275588	1,800.00-
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LAW OFFICE OF JACK DENTO

Sum	1,800.00-
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Sum	1,800.00-
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CITY OF HATTIESBURG

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2019 FIRE STATION CONSTRUCTION							
00095 LANDRY LEWIS GERMANY ARC CN	19-3746	0	00197030	19000001 SRVS BIG YANK DEMO #2 FIRE	02/14/20	275585	1,200.00-
00095 LANDRY LEWIS GERMANY ARC CN	18-3707	0	00197032	19000002 SRVS #9 FIRE STATION	02/14/20	275585	24,715.20-

LANDRY LEWIS GERMANY ARC							
Sum							25,915.20-

Sum							25,915.20-

Grand Total Level							
Sum							4,169,307.11-