



**Tuesday, May 5, 2020
4:00 PM**

**City Council
Tuesday Meeting Agenda**

**Jackie Dole Community Center
220 W Front Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

Citizens' Forum

Agenda Adjustments

- **Add Policy Item #18 at the request of the Administration as follows:**

- 18. 2020-292** Approve contract between City of Hattiesburg and Republic Services to provide recycling services and authorize Mayor to execute contract upon legal review.

POLICY AGENDA

- 1. 2020-285** Approve the minutes for the April 21, 2020 meeting of the City Council.
- 2. 2020-274** Adopt an Ordinance for the petition filed by Vixon Sullivan, Owner, to change the zoning classification for certain properties located at 100 Evans Street (Parcel 2-029I-10-075.00, PPIN 15583, Parcel 2-029I-10-074.00, PPIN 15584, and Parcel 2-029I-10-066.00, PPIN 15585, Ward 2) from Section 4.5.12, B-5 (Regional Business) District to Section 4.5.11, B-4 (Downtown Business) District. The Planning Commission recommended to Approve on April 01, 2020.
- 3. 2020-276** Approve or Deny the petition filed by Chase Fisher, Representative, GCHP/Beverly Land, LLC/Village at the Beverly II, LP, Owner, to amend the previously approved Planned Mixed Use-Planned Unit Development (PMU-PD) in a B-3 (Community Business) District for a portion of a certain property located at 111 Brady Rd. (15 Old Airport Rd.)(Parcel 2-041G-27-017.00, PPIN 29647, Ward 5). The Planning Commission recommended to Approve with Stipulations on April 01, 2020.

4. **2020-270** Adopt Resolution setting Public Hearing on Tuesday, June 16, 2020 at 4:00 p.m. in the City Council Chambers to determine if certain properties are in such a state of uncleanness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.
5. **2020-271** Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.
6. **2020-289** Adopt a Resolution approving the issuance of a Free Port Warehouse License to Dirt Cheap Building Supplies, LLC and granting the appropriate exemption pursuant to Section 27-31-51, et.seq., of the Mississippi Code.
7. **2020-287** Adopt a Resolution approving the issuance of a Free Port Warehouse License to Dirt Cheap Building Supplies, LLC and granting the appropriate exemption pursuant to Section 27-31-51, et.seq., of the Mississippi Code.
8. **2020-288** Adopt a Resolution approving the issuance of a Free Port Warehouse License to Dirt Cheap Building Supplies, LLC and granting the appropriate exemption pursuant to Section 27-31-51, et.seq., of the Mississippi Code.
9. **2020-290** Adopt a Resolution approving the issuance of a Free Port Warehouse License to Kohler and granting the appropriate exemption pursuant to Section 27-31-51, et.seq., of the Mississippi Code.
10. **2020-284** Adopt a Resolution authorizing Requisition No. 63 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.
11. **2020-267** Approve Professional Services Agreement with Shows, Dearman and Waits, Inc. for a drainage study of the Audubon-Kirkwood and Innswood Neighborhoods and authorize the Mayor to execute in duplicate.
12. **2020-283** Approve Supplemental Agreement to the Agreement for Professional Services between the City and Neel-Schaffer, Inc. for the Hall Avenue Overpass Project and authorize the Mayor to execute in duplicate.
13. **2020-282** Approve Feasibility Review Reimbursement Agreement between the City and Norfolk Southern Railway Company for the Hall Avenue Overpass Project and authorize the Mayor to execute in duplicate.
14. **2020-286** Approve Professional Services Contract with Jeff Byrd as designated operator of record for the Hattiesburg water system and authorize the Mayor to execute the same.
15. **2020-291** Approve payment and authorize manual checks in the amount of \$8,352.45 to Courtesy Realty, LLC and TNM Realty, LLC for 2019 prorated taxes associated with property located at 1410 W. Pine Street (Old Courtesy Ford Building).

- 16. 2020-268** Acknowledge receipt of the award for the Substance Abuse and Mental Health Services Administration (SAMSHA) Treatment Drug Courts Grant in the amount of \$385,230 for the continuation of the Hattiesburg Behavioral Health Court Treatment Expansion project, covering the period May 31, 2020 through May 30, 2021.
- 17. 2020-279** Ratify and confirm the Mayor's reappointment of Amy Hinton (Ward 1) to the Planning Commission for a term beginning May 13, 2020 and ending May 12, 2025.
- 18. 2020-292** Approve contract between City of Hattiesburg and Republic Services to provide recycling services and authorize Mayor to execute contract upon legal review.

ROUTINE AGENDA

- 1. 2020-269** Acknowledge Proof of Publications for the month of March 2020.
- 2. 2020-275** Acknowledge bids received March 12, 2020 for the Drainage at 6200 Hwy 98 W project and reject all bids as exceeding cost estimates.
- 3. 2020-278** Acknowledge bids received March 19, 2020 for the Cross Creek Pump Station Rehab Project and reject all bids as exceeding cost estimates.
- 4. 2020-280** Authorize publication of Notice of Public Hearing regarding the City of Hattiesburg Drinking Water System Improvements Project.
- 5. 2020-281** Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}
- 6. 2020-272** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
- 7. 2020-273** Approve claims docket for the period ending April 30, 2020.

In Memoriam:

- **Mr. Louis Hilton, Jr.**
- **Ms. Lula Russell**
- **Ms. Viola Williams**
- **Ms. Hattie Robinson**

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, May 5, 2020
Re: Approve contract between City of Hattiesburg and Republic Services to provide recycling services and authorize Mayor to execute contract upon legal review.

File Number: 2020-292
Minute Book #

Summary

Approve contract between City of Hattiesburg and Republic Services to provide recycling services and authorize Mayor to execute contract upon legal review.

Recommendation Statement

I recommend approval of this item and authorize the Mayor to execute upon legal review.

Please place this on the May 5, 2020 City Council meeting for consideration.

INVOICE TO			
CUSTOMER NAME	City of Hattiesburg		
ATTN	Jacqueline McClain		
ADDRESS	PO Box 1898		
CITY	Hattiesburg, MS		
STATE			
ZIP CODE	39042		
TEL. NO.	601 545 4503	FAX NO.	

SITE LOCATION		
SITE NAME	City of Hattiesburg Single Stream Packer	
ADDRESS	103 Faulkner St	
CITY	Hattiesburg, MS	
STATE		
SUITE		
ZIP CODE	39401	
TEL. NO.	(601) 545-4503	FAX NO.
AUTHORIZED BY	Ann Jones	TITLE
CONTACT	Ann Jones	TITLE Chief Administrative Officer



Customer Service Agreement

AGREEMENT NUMBER	A205655330
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ACCOUNT NUMBER	991 -
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EMAIL	annjones@hattiesburgms.com
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N/O	CONT. GRP	TYPE	SIZE	C	QTY	ACCT. TYPE	C/O	SERV. FREQUENCY	EST. LIFTS	S	P.O. REQ	RECPT. REQ	L/F CODE	OPEN/ CLOSE DATE	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DISP RATE	ADDITIONAL CHARGES	ONE TIME CHARGES	TC/RC CMP
N		IR	40.00Yd(s)	Y	1	P	N	O/C	2.0	N		N	BM01	6/1/2020	\$1,470.00	\$1,196.00		\$165.00 per ton		Delivery \$209.50 Dry Run \$226.50 Relocate \$219.50 Removal \$199.65 Washout \$253.00	

HEREINAFTER REFERRED TO AS THE "COMPANY"

The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer.

BY:	TITLE:
(AUTHORIZED SIGNATURE)	

BY:	TITLE:
(AUTHORIZED SIGNATURE)	
CUSTOMER NAME (PLEASE PRINT)	DATE OF AGREEMENT

COMMENTS
Valued Customer Discount - Delivery for 1 container IR 40.00 yard - \$209.50
One-time Installation Charge for IR 40.00 yard - \$2,500.00
Delivery Notes:
Safety: No Safety Concerns
Fuel Recovery Fee - No , Environmental Recovery Fee - No , Administrative Fee - Yes
Exempt From: Fuel Recovery Fee, Environmental Recovery Fee

TERMS AND CONDITIONS

SERVICES. Customer grants to Company the exclusive right to collect, transport, and dispose of or recycle all of Customer’s non-hazardous solid waste materials (including Recyclable Materials) (collectively, “Waste Materials”), and Company agrees to furnish such services as permitted by Applicable Laws.

TERM. THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE ON WHICH SERVICE UNDER THIS AGREEMENT COMMENCES AND SHALL CONTINUE FOR 36 MONTHS. THEREAFTER, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 36 MONTH TERMS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS BEFORE THE END OF THE THEN CURRENT TERM. ANY NOTICE OF TERMINATION UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND ACTUALLY RECEIVED BY COMPANY.

WASTE MATERIALS. The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, “Excluded Waste”), each as defined by applicable federal, state or local laws or regulations (collectively, “Applicable Laws”). **CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS’ FEES) (COLLECTIVELY, “LOSSES”) RESULTING FROM THE INCLUSION OF EXCLUDED WASTE IN THE WASTE MATERIALS.**

TITLE. Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.

TERMS AND CONDITIONS (Continued from previous page)

PAYMENT. Customer shall pay Company for the services and equipment furnished by Company at the rates provided in this Agreement. Customer shall pay all taxes, fees and other governmental charges assessed against or passed through to Company (other than income or real property taxes). Customer shall pay such fees as the Company may impose from time to time by notice to Customer (including, by way of example only, late payment fees, administrative fees and environmental fees), with Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Company: (a) a fee of \$50 (which Company may increase from time to time by notice to Customer) for each check submitted by Customer that is an insufficient funds check or is returned or dishonored; and (b) fuel/environmental recovery fees in the amount shown on each of Company's invoices, which amount Company may increase or decrease from time to time by showing the amount on the invoice. Customer shall pay Company within 20 days after the date of Company's invoice. At any time after Company becomes concerned about Customer's creditworthiness or after Customer has made any late payment, Company may request, and if requested Customer shall pay, a deposit in an amount equal to one month's charges under this Agreement.

RATE ADJUSTMENTS. Company may, from time to time by notice to Customer, increase the rates provided in this Agreement to adjust for any increase in: (a) disposal costs; (b) transportation costs due to a change in location of Customer or the disposal or recycling facility used by Company; (c) the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services), U.S. City Average; (d) the average weight per cubic yard of Customer's Waste Materials above the number of pounds per cubic yard upon which the rates provided in this Agreement are based as indicated on the cover page of this Agreement; (e) recycling sorting, processing and related costs; (f) costs related to Customer's failure to separate Recyclable Materials from other Waste Materials, the contamination of the Recyclable Materials, or other decreases in the value of the Recyclable Materials; or (g) Company's costs due to changes in Applicable Laws. Company may increase rates for reasons other than those set forth above with Customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices.

SERVICE CHANGES. The parties may change the type, size or amount of equipment, the type or frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties' actions and practices. This Agreement shall apply to any change of location of Customer within the area in which Company provides collection and disposal services.

RECYCLABLE MATERIALS. This section applies in the event Company has expressly agreed to remove and transport Recyclable Materials (material that Company determines can be recycled typically including, without limitation, aluminum cans (UBC – Used Beverage Containers), cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper and plastics containers) to a material recovery facility, recycling center or similar facility. Customer agrees that Company in its sole discretion may determine any single load is contaminated and may refuse to collect it or may charge Customer for any additional costs, including (but not limited to) sorting, processing, transportation and disposal costs. Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclable Materials and use of its best efforts to not place items in the container that may result in the decrease in the value of Recyclable Materials or make the Recyclable Materials unsuitable for recycling.

RESPONSIBILITY FOR EQUIPMENT; ACCESS. Any equipment Company furnishes shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. **CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FROM AND AGAINST ALL LOSSES ARISING FROM ANY INJURY OR DEATH TO PERSONS OR LOSS OR DAMAGE TO PROPERTY (INCLUDING THE EQUIPMENT) ARISING OUT OF CUSTOMER'S USE, OPERATION OR POSSESSION OF THE EQUIPMENT.** Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access.

DAMAGE TO PAVEMENT. Company shall not be responsible for any damages to Customer's pavement, curbing or other driving surfaces resulting from Company providing service at Customer's location.

SUSPENSION. If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste Materials until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

TERMINATION. In addition to its above suspension rights, Company may terminate this Agreement immediately by written notice to Customer if (a) any of the information contained in any credit application submitted to Company in connection with this Agreement is untrue or (b) Customer breaches this Agreement and fails to cure such breach within 10 days after Company gives Customer written notice of the breach. Company's failure to suspend service or terminate this Agreement when Customer fails to timely pay or otherwise breaches this Agreement shall not constitute a waiver of Company's right to suspend service or terminate this Agreement for any future failure to pay or other breach.

PAYMENT UPON TERMINATION. If Customer terminates this Agreement before its expiration other than as a result of a breach by Company, or if Company terminates this Agreement as a result of a breach by Customer (including nonpayment), Customer shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

ASSIGNMENT. Customer shall not assign this Agreement without Company's prior written consent, which Company shall not unreasonably withhold. Company may assign this Agreement without Customer's consent.

EXCUSED PERFORMANCE. Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.

ATTORNEYS' FEES. If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

MISCELLANEOUS. If service to Customer includes Container Refresh, Customer is limited to requesting one exchange of each participating container every twelve months of paid enrollment; any additional exchange is subject to Company's standard container exchange fee. Customer agrees that during any enrollment year in which Customer receives an exchange under the program, any service change request by Customer to cancel Container Refresh will not be effective until Customer completes payment for twelve (12) consecutive months of enrollment in the program. Company reserves the right, in its sole discretion, to suspend or cancel the Container Refresh program. This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Agreement. Company shall have no confidentiality obligation with respect to any Waste Materials. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted assigns. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

CUSTOMER'S INITIAL:

DATE:



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Lisa Luu
cc: Ronda Cole, Clerk of Council
Date: Tuesday, May 5, 2020
Re: Approve the minutes for the April 21, 2020 meeting of the City Council.
File Number: 2020-285
Minute Book #

Summary

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

Recommendation Statement

I recommend approval of the minutes.

Please place this on the May 5, 2020 City Council meeting for consideration.

Call to Order

BE IT REMEMBERED that the **regular meeting of the Hattiesburg City Council was held at 4:00 p.m. Tuesday, April 21, 2020**, in Jackie Dole Community Center Auditorium.

Those present included Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1; Deborah Delgado, Ward 2 (via teleconference); 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 (via teleconference); Clerk of Council, Ronda S. Cole; Deputy Clerk of Council, Lisa Luu (via teleconference); 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 Kermas Eaton, City Clerk.

The Pledge of Allegiance was led by Council President Carroll.

Presentation Agenda

The PRESENTATION AGENDA came before the Council.

There were no presentations at this time.

Citizens' Forum

Council President Carroll proceeded with the Citizens' Forum.

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

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

Council President Carroll closed the Citizen Forum.

Agenda Adjustments

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Add Policy Agenda Items #17, #18 and #19 as follows:

17. 2020-264

Authorize designation of Kermas Eaton as Applicant Agent to execute for and on behalf of the City of Hattiesburg, applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974, as amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, in regards to the COVID-19 Pandemic that occurred in Hattiesburg on March 13, 2020, and to file applications with Governor's authorized representative.

Attachments: Designation

18. **2020-265** Adopt a Resolution declaring a state of emergency due to a tornado on April 19, 2020.

Attachments: State of emergency 4-21-20
 Tornado Proclamation 4-19-20

19. **2020-266** Adopt a Resolution to temporarily forego agenda review meetings and to also hold regular and special called council meetings as may be necessary at the Jackie Dole Sherrill Community Center and for related purposes.

Attachments: Resolution of City Council to hold council meetings at Jackie Dole

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

POLICY AGENDA

The POLICY AGENDA came before the Council.

1. **2020-261** Approve the minutes for the April 7, 2020 meeting of the City Council.

Attachments: 4-7-2020 Mins.

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve the minutes for the April 7, 2020 meeting of the City Council.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

2. **2020-252** Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.

Attachments: Request for Adjudication 4 21 2020
 1. 813 New Orleans St
 2. 325 W 4th St
 3. 440 Gasaway Loop
 4. 1511 Hardy Street
 5. 908 Atlanta St
 6. 427 S 16th Ave
 7. 520 North St
 8. 1109 Southern Ave
 9. 615 Louise St
 10. 612 Katie Ave
 11. 611 Katie Ave
 12. 409 W 4th St
 13. 701 Bowling St
 14. 1200 Hall Ave
 15. 209 E 3rd St
 16. 1109 Deason Ave
 17. 1107 Deason Ave

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Adopt Resolutions (#2020-114-130) adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

3. **2020-259** Adopt a Resolution authorizing Requisition No. 62 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. 62
 Project Resolution Requisition 2016 Bonds No. 62

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Adopt a Resolution (#2020-131) authorizing Requisition No. 62 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 (via teleconference), Carroll, Dryden and Brown

Nays: 0

4. **2020-254** Approve Professional Services Agreement with Shows, Dearman and Waits, Inc. for engineering services related to the Weathersby Road Overlay Project and authorize the Mayor to execute in duplicate.

Attachments: Engineer Agreement_Only Signed by Shea

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve Professional Services Agreement with Shows, Dearman and Waits, Inc. for engineering services related to the Weathersby Road Overlay Project and authorize the Mayor to execute in duplicate.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

5. **2020-249** Approve Lighting Agreement with Mississippi Power for additional lighting at Morningside Drive near the USM Military Center for a cost of \$12.33 per month and authorize the Mayor to executed the same.

Attachments: MS Power-Morningside Dr at Military Center

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve Lighting Agreement with Mississippi Power for additional lighting at Morningside Drive near the USM Military Center for a cost of \$12.33 per month and authorize the Mayor to executed the same.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

6. **2020-248** Approve Lighting Agreement with Mississippi Power for additional lighting at 3 Greenbrook Drive for a cost of \$12.33 per month and authorize the Mayor to execute the same.

Attachments: MS Power-3 Greenbrook Dr

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Approve Lighting Agreement with Mississippi Power for additional lighting at 3 Greenbrook Drive for a cost of \$12.33 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 (via teleconference), Carroll, Dryden and Brown

Nays: 0

7. **2020-260** Approve Change Order No. 1 with Simmons Erosion Control, Inc. for the Bobby L. Chain Municipal Airport - Apron Restoration Part 1 Project to adjust bid quantities to actual quantities used in construction for a net decrease in the contract of \$54,254.01 and authorize the Mayor to execute in duplicate.

Attachments: Change Order No. 1 - As Built

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Approve Change Order No. 1 with Simmons Erosion Control, Inc. for the Bobby L. Chain Municipal Airport - Apron Restoration Part 1 Project to adjust bid quantities to actual quantities used in construction for a net decrease in the contract of \$54,254.01 and authorize the Mayor to execute in duplicate.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

8. **2020-256** Approve Contract Modification with Hanco Corporation on the Hattiesburg Public Safety Complex to account for the removal of unsuitable soils and replacement with material recommended by consultants, for a contract increase of \$160,017.60 and authorize the Mayor to execute in triplicate.

Attachments: Contract Modification

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve Contract Modification with Hanco Corporation on the Hattiesburg Public Safety Complex to account for the removal of unsuitable soils and replacement with material recommended by consultants, for a contract increase of \$160,017.60 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 (via teleconference), Carroll, Dryden and Brown

Nays: 0

9. **2020-257** Approve issuance of a Right-of-Way Easement to Southern Pine Electric for the purpose of maintaining power lines and authorize the Mayor to execute the same.

Attachments: Southern Pine Easement

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve issuance of a Right-of-Way Easement to Southern Pine Electric for the purpose of maintaining power lines 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 (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 10. 2020-245** Approve renewal of Maintenance Agreement between the City of Hattiesburg and Kronos for software support services, equipment support services and educational services on time clocks and time-keeping software for the period of June 16,2020 and ending June 15, 2021 for a cost not to exceed \$17,395.46 and authorize the Mayor to execute the same.

Attachments: Kronos Hardware Contract 2020

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve renewal of Maintenance Agreement between the City of Hattiesburg and Kronos for software support services, equipment support services and educational services on time clocks and time-keeping software for the period of June 16,2020 and ending June 15, 2021 for a cost not to exceed \$17,395.46 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 (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 11. 2020-242** Approve Agreement between City of Hattiesburg Municipal Court and Anointed Hands Services, LLC for professional janitorial services in the amount of \$684.43 per month and authorize the Mayor to execute the same.

Attachments: Municipal Court Building Proposal2

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve Agreement between City of Hattiesburg Municipal Court and Anointed Hands Services, LLC for professional janitorial services in the amount of \$684.43 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 (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 12. 2020-261** Approve engagement letter from Richard & Thomas ,PLLC to clear title issues associated with property located at 512 and 514 East Pine Street.

Attachments: Richard & Thomas engagement letter

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve engagement letter from Richard & Thomas, PLLC to clear title issues associated with property located at

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 13. 2020-262** Authorize the Mayor to execute the Corrected Assignment and Deed to improvements for the purchase of the former Courtesy Ford property, the original Assignments and Deeds containing incorrect legal descriptions.

Attachments: Corrected Assignment and Deed with survey attached

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Authorize the Mayor to execute the Corrected Assignment and Deed to improvements for the purchase of the former Courtesy Ford property, the original Assignments and Deeds containing incorrect legal descriptions.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

14. **2020-250** Acknowledge bids received March 26, 2020 for the Hattiesburg American Building Reroof Project and accept the bid from E. Cornell Malone Corporation in the amount of \$99,711.00 as the lowest and best bid and authorize the Mayor to execute contracts upon preparation.

Attachments: Hbg American Reroof Cover Letter
 3754 Certified Tabulation of Bids
 3454 - Specifications
 3754 - Hattiesburg American Reroof 100% stamped 2-7-2020

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Acknowledge bids received March 26, 2020 for the Hattiesburg American Building Reroof Project and accept the bid from E. Cornell Malone Corporation in the amount of \$99,711.00 as the lowest and best bid and authorize the Mayor to execute contracts upon preparation.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

15. **2020-253** Acknowledge Bids received March 26, 2020 for the East Jerusalem Water Improvements Project and accept the bid from Jay Bearden Construction in the amount of \$1,439,744.55 as the lowest and best bid received and authorize the Mayor to execute contracts upon preparation.

Attachments: East Jerusalem Recommendation Letter
 Certified Bid Tab
 11284_Specs_Street Ready_2020-01-22
 1284_Plans_Street Ready Set_Signed_2020-01-22

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Acknowledge Bids received March 26, 2020 for the East Jerusalem Water Improvements Project and accept the bid from Jay Bearden Construction in the amount of \$1,439,744.55 as the lowest and best bid received and authorize the Mayor to execute contracts upon preparation.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

16. **2020-263** Ratify and confirm employment of Butler Snow as note counsel, Government Consultants as municipal/financial advisor, and Moran M. Pope III as counsel for the City, and adopt the Intent and Note Resolution for the purchase of the former Courtesy Ford property and the refunding of the note given for that purchase.

Attachments: City of Hattiesburg MS \$494K 5-Yr Note (2020) (212848)- Intent and Note
 Resolution_52578216_1

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Ratify and confirm employment of Butler Snow as note counsel, Government Consultants as municipal/financial advisor, and Moran M. Pope III as counsel for the City, and adopt the Intent and Note Resolution (#2020-132) for the purchase of the former Courtesy Ford property and the refunding of the note given for that purchase.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 17. 2020-264** Authorize designation of Kermas Eaton as Applicant Agent to execute for and on behalf of the City of Hattiesburg, applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974, as amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, in regards to the COVID-19 Pandemic that occurred in Hattiesburg on March 13, 2020, and to file applications with Governor's authorized representative.

Attachments: Designation

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Authorize designation of Kermas Eaton as Applicant Agent to execute for and on behalf of the City of Hattiesburg, applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974, as amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, in regards to the COVID-19 Pandemic that occurred in Hattiesburg on March 13, 2020, and to file applications with Governor's authorized representative.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 18. 2020-265** Adopt a Resolution declaring a state of emergency due to a tornado on April 19, 2020.

Attachments: state of emergency 4-21-20
Tornado Proclamation 4-19-20

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Adopt a Resolution (#2020-133) declaring a state of emergency due to a tornado on April 19, 2020.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 19. 2020-266** Adopt a Resolution to temporarily forego agenda review meetings and also hold regular and special called council meetings as may be necessary at the Jackie Dole Sherrill Community Center and for related purposes.

Attachments: Resolution of City Council to hold council meetings at Jackie Dole

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Adopt a Resolution (#2020-134) to temporarily forego agenda review meetings and also hold regular and special called council meetings as may be necessary at the Jackie Dole Sherrill Community Center and for related purposes.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

(Council Members Delgado was disconnected at 4:16 p.m. and reconnected via teleconference at 4:17 p.m.)

A MOTION was made by Council Vice President Dryden and seconded by 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 (via teleconference), Carroll, Dryden and Brown

Nays: 0

1. **2020-258** Acknowledge receipt of a Street Easement from Lamar County School District for a part of the NW 1/4 of the NE 1/4 of Section 16, Township 4 North, Range 14 West, Lamar County, Mississippi, and more fully described in the attached document.

 Attachments: Lamar County School District
2. **2020-251** Acknowledge receipt of Privilege Tax License Report for the month of March 2020.

 Attachments: PTL MONTHLY REPORT MARCH 2020
3. **2020-255** Approve Plans and Specifications for Mechanical Controls for the Public Safety Complex project and authorize advertisement for bids.

 Attachments: ADVERTISEMENT FOR BIDS - Mechanical Controls
 2019_07_11 HPSC Specifications 100% (Vol 2)
 2019_07_11 HPSC Specifications 100% (Vol 1)
 2019_07_11 HPSC Specifications 100% (Vol 3)
 HPSB-Construction Cost Reduction Set June 2019 (Vol 1)
 HPSB-Construction Cost Reduction Set June 2019 (Vol 2)
 HPSB-Construction Cost Reduction Set June 2019 (Vol 3)
4. **2020-186** Approve and authorize issuance of manual check for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}

 Attachments: Memo CDBG Manual Checks 4.21.20
 Invoices CDBG manual checks 4.21.20
5. **2020-247** Approve the City's purchase of one (1) grave space, located in the North Half (N 1/2) of the Northwest Quarter (NW 1/4), Lot 32, Section 35, at Highland Cemetery, Minute Book#2019, Page 117, in the amount of \$ 175.00, from Hazel Griffin, Authorize manual check for the same.

 Attachments: Buy Back (Hazel Griffin) (04-21-2020)
6. **2020-244** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

 Attachments: Memo's (04-21-2020)
 Receipts (04-21-2020)
 Deeds (04-21-2020)
7. **2020-243** Approve claims docket for the period ending April 17, 2020.

 Attachments: Docket 4.17.20

In Memoriam:

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

- Mr. Kèvin Orlando Jordan
- Mr. Brooks Bradley Martin
- Mr. Lee Gore

- Ms. Frances Matilda Jordan
- Mr. Charlie C. Willis, Jr.
- Bishop Henry Williams
- Bishiop T.T. Scott
- Mrs. Mattie Bell Feazell
- Mr. Willie Neil Hawthorne
- Mr. James Kimball "Kim" Williams
- Ms. Linda Ann Taylor
- Mr. Alfred Hearn
- Mr. Daniel Scott
- Mr. Ray McGilvary, Jr.
- Rev. Robert Herron
- Mrs. Lessie B. McInnis
- Mr. Tyler Young
- Mrs. Sybil Williams

Meeting Adjourn

By unanimous consent, Council President Carroll declared the **meeting adjourned at 4:20 p.m., this 21st day of April, 2020.**

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

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Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Andrew Ellard, Director

Date: Tuesday, May 5, 2020

Re: Adopt an Ordinance for the petition filed by Vixon Sullivan, Owner, to change the zoning classification for certain properties located at 100 Evans Street (Parcel 2-029I-10-075.00, PPIN 15583, Parcel 2-029I-10-074.00, PPIN 15584, and Parcel 2-029I-10-066.00, PPIN 15585, Ward 2) from Section 4.5.12, B-5 (Regional Business) District to Section 4.5.11, B-4 (Downtown Business) District. The Planning Commission recommended to Approve on April 01, 2020.
File Number: 2020-274
Minute Book #

Summary

Adopt an Ordinance to change the zoning at 100 Evans Street from B-5 to B-4.

Recommendation Statement

Adopt an Ordinance to change the zoning at 100 Evans Street from B-5 to B-4.

Please place this on the May 5, 2020 City Council meeting for consideration.

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
April 1, 2020**

The Hattiesburg Planning Commission did meet in a regular session on April 1, 2020 at 1:03 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Ginger Maddox Lowrey, AICP, Planning Division Manager, presided over the meeting. Due to ongoing COVID-19 pandemic, CDC recommended social distancing guidelines were observed. Staff utilized GoToMeeting, an online meeting, desktop sharing, and telephone/video conferencing platform to allow Commissioners and petitioners to participate remotely. A quorum was indicated and the attendance was as follows:

Commissioners Present: Charlene Allshouse (via GoToMeeting)
Charles Dawe (via GoToMeeting)
Amy Hinton, Vice-Chair (via GoToMeeting)
Jeff Keyseear (in person)
Mark Miller, Chair (via GoToMeeting)
Elayne Lockett (via GoToMeeting)
Rhoda A. Pickett (via GoToMeeting)
Kenneth Waites (in person)

Commissioners Absent: Ricardo Bryant
Dick Conville
Rebekah Ray

Also Present: Ginger Maddox Lowrey, AICP, Planning Division Manager (in person)
Andrew Ellard, Director Urban Development (via GoToMeeting)
Caroline Miles, Planner (in person)
Jim Gladden, Esq. (in person)
Stephanie Hall Campos, Office Manager, Urban Development (via GoToMeeting)

Mrs. Lowrey declared the meeting of the Hattiesburg Planning Commission open and in session at 1:03 PM.

AGENDA REVIEW

There came the matter of the April 2020 Agenda. A request was made by Mrs. Lowrey for a motion to approve the April 2020 Agenda. A motion was made to approve the April 2020 Agenda by Commissioner Dawe and seconded by Commissioner Hinton.

Commissioners voting aye:

Charlene Allshouse (via GoToMeeting)
 Charles Dawe (via GoToMeeting)
 Amy Hinton, Vice-Chair (via GoToMeeting)
 Jeff Keysear (in person)
 Mark Miller, Chair (via GoToMeeting)
 Rhoda A. Pickett (via GoToMeeting)
 Kenneth Waites (in person)

Commissioners voting nay:

None

Commissioners absent for vote:

Elayne Lockett (via GoToMeeting)

MINUTES REVIEW

There came the matter of the March 4, 2020 minutes. A motion was made by Commissioner Dawe to approve the March 4, 2020 minutes and seconded by Commissioner Hinton.

Commissioners voting aye:

Charlene Allshouse (via GoToMeeting)
 Charles Dawe (via GoToMeeting)
 Amy Hinton, Vice-Chair (via GoToMeeting)
 Jeff Keysear (in person)
 Mark Miller, Chair (via GoToMeeting)
 Rhoda A. Pickett (via GoToMeeting)
 Kenneth Waites (in person)

Commissioners voting nay:

None

Commissioners absent for vote:

Elayne Lockett (via GoToMeeting)

REPORTS**BUILDING REPORT**

No report provided.

PLANNING REPORT

There came the matter of the Planning Report by Ginger Maddox Lowrey, AICP, Planning Division Manager. On March 17, 2020 the City Council voted to approve the zoning change from B-3 and I-1 to B-5 at 5216 Hwy. 42 (HPC approval upheld), and to approve the

Conditional Use for a Place of Assembly (Church) in an I-1 zone at 2111 Country Club Rd.
(HPC approval upheld).

CHAIR'S REPORT

Chair Miller thanked the Staff for providing a virtual meeting option as a way to adhere to public health safety guidelines, and also thanked the Commissioners for their willingness to utilize the remote meeting software.

INTRODUCTIONS

Commissioners introduced themselves.

PUBLIC HEARING – PLANNING COMMISSION

There came the matter of Item A (Zoning Change), consider a petition filed by Vixon Sullivan, Owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for certain properties located at 100 Evans Street (Parcel 2-029I-10-075.00, PPIN 15583, Parcel 2-029I-10-074.00, PPIN 15584, and Parcel 2-029I-10-066.00, PPIN 15585, Ward 2) from Section 4.5.12, B-5 (Regional Business) District to Section 4.5.11, B-4 (Downtown Business) District.

Mrs. Lowrey declared the Public Hearing for the Planning Commission open at 1:32 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>	Vixon Sullivan	118 Oak Grove Rd.	Monticello, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Mrs. Lowrey declared the Public Hearing closed and the Business Meeting open to vote on the request (Item A). Commissioner Dawe 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 Lockett seconded the motion. Mrs. Lowrey conducted a roll-call vote. Commissioners attending in person submitted physical voting sheets as well.

Commissioners voting aye: Charlene Allshouse (via GoToMeeting)
Charles Dawe (via GoToMeeting)
Amy Hinton, Vice-Chair (via GoToMeeting)
Jeff Keysear (in person)

Mark Miller, Chair (via GoToMeeting)
 Rhoda A. Pickett (via GoToMeeting)
 Kenneth Waites (in person)

Commissioners voting nay: None

There came the matter of Item B (PMU-PD Amendment), filed by Chase Fisher, Representative, GCHP/Beverly Land, LLC/Village at the Beverly II, LP, Owner, as required in the Land Development Code, Ord. No. 3209, to amend the previously approved Planned Mixed Use-Planned Unit Development (PMU-PD) in a B-3 (Community Business) District for a portion of a certain property located at 111 Brady Rd. (Parcel 2-041G-27-017.00, PPIN 29647, Ward 5).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Joel Ford	2010 Oak Grove Rd, Bldg. 4, Ste. 1	Hattiesburg, MS
<u>Proponents:</u>	Chase Fisher (via GoToMeeting)		
	Mary Elizabeth Evans (via GoToMeeting)		
<u>Opponents:</u>	None		

Chase Fisher stated that Gulf Coast Housing Partnership would prefer the dumpster location listed as “Location A” (at the Brady Rd. entrance to the complex) rather than Location B (on the western setback). He stated that GCHP was willing to accept possible stipulations of increased landscaping and a pedestrian access door, which were suggested as optional stipulations proposed by Staff.

Mrs. Lowrey declared the Public Hearing closed and the Business Meeting open to vote on the request (Item B). Commissioner Keysear made a motion to approve the request for proposed Location A with the following stipulations:

1. The exterior of the dumpster enclosure should match the materials of the apartment buildings on site and include secure, opaque gates.
2. Landscaping should be designed and installed so that the enclosure has limited visibility from Brady Rd. Review of the proposed landscaping should be reviewed and deemed to appropriate by the City Arborist.
3. A pedestrian entry gate will be added on the side of the enclosure to facilitate access and encourage the gate to remain closed, as required by the Land Development Code.

Commissioner Waites seconded the motion. Mrs. Lowrey conducted a roll-call vote.

Commissioners voting aye: Charles Dawe (via GoToMeeting)

Amy Hinton, Vice-Chair (via GoToMeeting)

Jeff Keyseear (in person)

Mark Miller, Chair (via GoToMeeting)

Rhoda A. Pickett (via GoToMeeting)

Kenneth Waites (in person)

Commissioners voting nay:

None

Commissioners absent from vote: Charlene Allshouse

BUSINESS MEETING

Having no further business, Commissioner Hinton made a motion to adjourn the meeting. The motion was seconded by Commissioner Dawe. There being no further business, the meeting was adjourned at 2:27 PM.

Mark Miller, Chair

Ginger Maddox Lowrey, AICP, CFM, Planning Division Manager

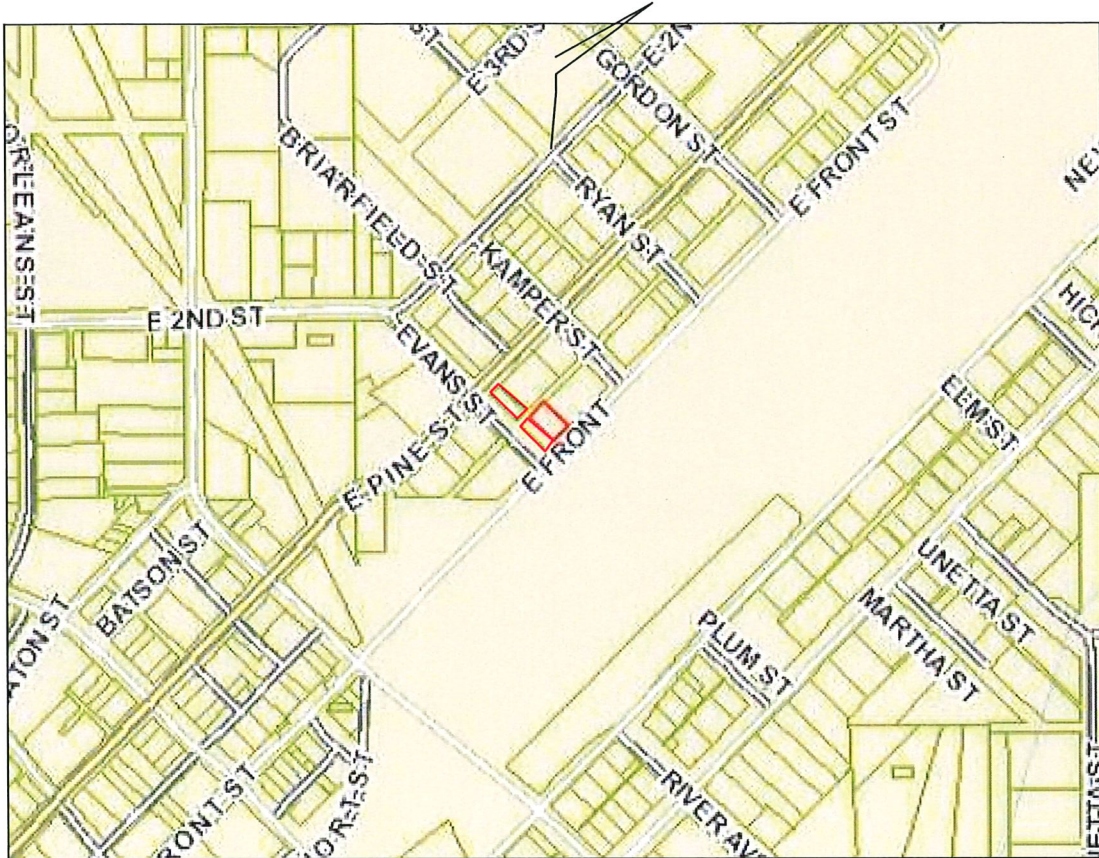
SUBJECT PARCEL: 100 Evans Street

Vixon Sullivan, Owner

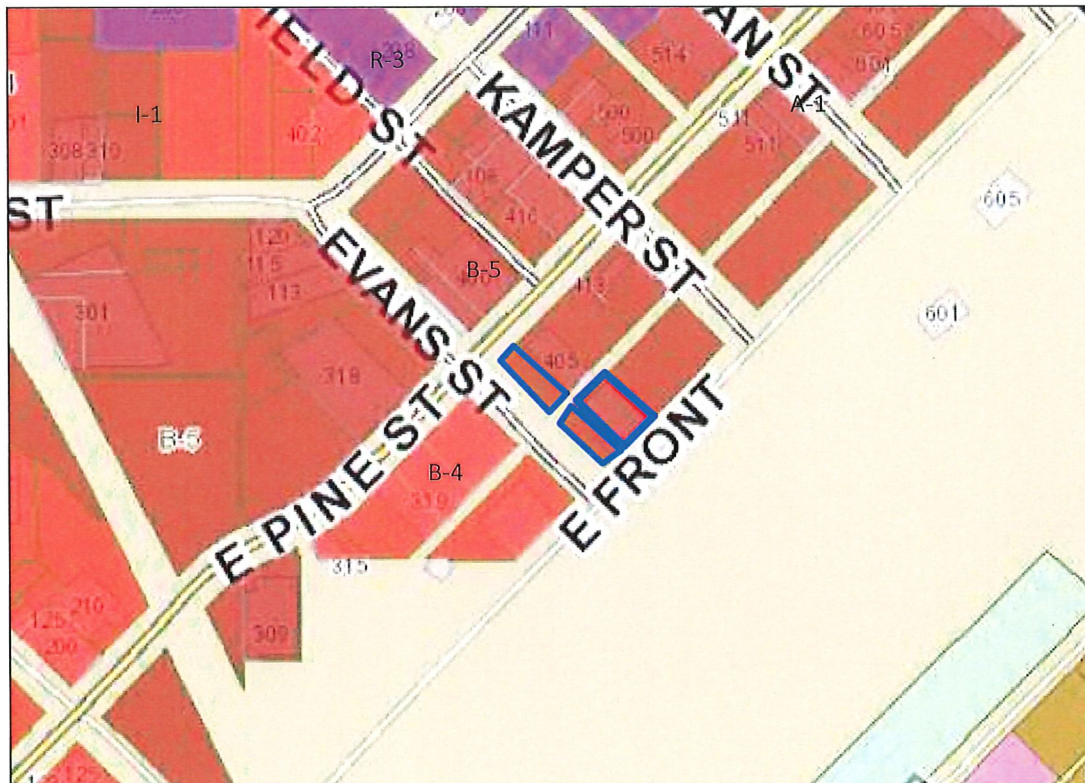
The petitioner requests to change the zoning classification for certain properties located at 100 Evans Street (Parcel 2-029I-10-075.00, PPIN 15583, Parcel 2-029I-10-074.00, PPIN 15584, and Parcel 2-029I-10-066.00, PPIN 15585, Ward 2) from Section 4.5.12, B-5 (Regional Business) District to Section 4.5.11, B-4 (Downtown Business) District.



Vicinity Map—Ward 2



Zoning—B-5



Site Aerial



SURROUNDING AREA

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



Southern Direction: B-4 (Downtown Business) District/ Commercial



Eastern Direction: Right-of-Way/
Railroad Yard

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





**Planning Commission
Case Fact Sheet**

Name of Petitioner: Vixon Sullivan, Owner

Address of Property:	Tax Parcel	PPIN:	Ward:
100 Evans Street	2-029I-10-075.00	15583	2
	2-029I-10-074.00	15584	
	2-029I-10-066.00	15885	

Request: **Zoning Change**

Purpose of Request: To consider an application to change the zoning classification for certain properties located at 100 Evans Street (Parcel 2-029I-10-075.00, PPIN 15583, Parcel 2-029I-10-074.00, PPIN 15584, and Parcel 2-029I-10-066.00, PPIN 15585, Ward 2) from Section 4.5.12, B-5 (Regional Business) District to Section 4.5.11, B-4 (Downtown Business) District.

Applicant Summary: See Attached

Applicable Regulations:

SECTION 4

Zoning Districts Established

4.5.11 B-4 Downtown Business District: The Downtown Business District is intended to promote the concentration and vitality of commercial and business uses in the historic central business area of the City and as such, encourages a mixture of complementary uses with a pedestrian orientation. This district is characterized by wall-to-wall and lot-line-to-lot-line development, pedestrian walkways, a vertical mix of uses, upper floor residential uses, and off-street public parking lots.

4.5.12 B-5 Regional Business District: The purpose of the B-5 District is to provide for retail, personal and business services, offices, and financial services in locations with convenient access to the region's population consistent with comprehensive planning

policies. This district is consistent with the Regional Business District in the Comprehensive Plan.

Present Zoning: This parcel is currently zoned B-5 (Regional Business) District.

Present Use: Vacant building

Future Land Use: Downtown District

Surrounding Zoning and Land Use:
North: B-5 (Regional Business) District/Automotive
South: B-4 (Downtown Business) District / Commercial
East: Right-of-Way /Railroad Yard
West: B-5 (Regional Business) District/Commercial

Most Nearly Bounded By (streets): The parcel is most nearly bounded to the northwest by E Pine St., southwest by Evans St., southeast by E Front St., and northeast by Kamper St. It is accessible by Evans St., E Pine St., and E Front St. It is bisected by an unnamed, undeveloped alley.

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case, as of March 18, 2020.

History / Background: The petitioner met with Staff in Pre-Application to discuss a dwelling mixed-use art studio. B-5 zoning does not allow dwelling mixed-use. Rezone to B-4 will be required to allow for this use type. B-4 is consistent with surrounding zoning to the southeast.

A nearby parcel, 221 Mobile Street, was rezoned from B-5 to B-4 in March 2018

The Future Land Use map shows Evan St. as a Downtown District.

Option:

Basis for approval:

- I. There was a mistake in the original zoning
- II. The character of the neighborhood has changed substantially so that rezoning is clearly justified and there is a public need for the rezoning
- III. 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.)

I Vivian D Sullivan request to rezone 100 Evans St from BS to B4. This change is in line with the resurgence of Downtown and the current grid pattern. Currently existing Downtown businesses are b4 and this request would extend and complement Downtown Development. Considering that neighboring building are B4 this change will add to the cohesiveness of the area. Specifically, bringing an art focused business to this area is inline with the trend of more art in the area. On the same street Oddfellows gallery has served as a staple to the community and is zoned as B4. ~~100 Evans~~ 100 Evans Street is also apart of the Twin Forks Rising area. This building is one of the first visible building of the Cultural Arts and Innovation District and fits the comprehensive IFB redevelopment plan.

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 CERTAIN PROPERTIES LOCATED AT 100 EVANS STREET (PARCEL 2-029I-
10-075.00, PPIN 15583, PARCEL 2-029I-10-074.00, PPIN 15584, AND PARCEL 2-029I-10-
066.00, PPIN 15585, WARD 2) FROM SECTION 4.5.12, B-5 (REGIONAL BUSINESS)
DISTRICT TO SECTION 4.5.11, B-4 (DOWNTOWN 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:

Lot 6,7,8,9, and a strip of land six feet wide off the southwest side of Lot 10 in Block 2 of the Hardy & Scott Survey of the City of Hattiesburg, Forrest County, Mississippi, the same being located in and forming a part of the NW ¼ of NE ½ of Section 10, Township 4 North, Range 13 west, Forrest County, Mississippi.

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: Ginger Lowrey, Planning Administrator

cc: Andrew Ellard, Director

Date: Tuesday, May 5, 2020

Re: Approve or Deny the petition filed by Chase Fisher, Representative, GCHP/Beverly Land, LLC/Village at the Beverly II, LP, Owner, to amend the previously approved Planned Mixed Use-Planned Unit Development (PMU-PD) in a B-3 (Community Business) District for a portion of a certain property located at 111 Brady Rd. (15 Old Airport Rd.)(Parcel 2-041G-27-017.00, PPIN 29647, Ward 5). The Planning Commission recommended to Approve with Stipulations on April 01, 2020.
File Number: 2020-276
Minute Book #

Summary

Approve or deny the amendment to the GCHP/Beverly Land, LLC/Village at the Beverly II, LP, Planned Mixed Use-Planned Unit Development (PMU-PD) at 111 Brady Rd. (15 Old Airport Rd.) with the following stipulations as recommended by the Planning Commission:

1. The exterior of the dumpster enclosure should match the materials of the apartment buildings on site and include secure, opaque gates.
2. Landscaping should be designed and installed so that the enclosure has limited visibility from Brady Rd. Review of the proposed landscaping should be reviewed and deemed to appropriate by the City Arborist.
3. A pedestrian entry gate will be added on the side of the enclosure to facilitate access and encourage the gate to remain closed, as required by the Land Development Code.

Recommendation Statement

Approve or deny the amendment to the GCHP/Beverly Land, LLC/Village at the Beverly II, LP, Planned Mixed Use-Planned Unit Development (PMU-PD) at 111 Brady Rd. (15 Old Airport Rd.) with the following stipulations as recommended by the Planning Commission:

1. The exterior of the dumpster enclosure should match the materials of the apartment buildings on site and include secure, opaque gates.
2. Landscaping should be designed and installed so that the enclosure has limited visibility from Brady Rd. Review of the proposed landscaping should be reviewed and deemed to appropriate by the City Arborist.
3. A pedestrian entry gate will be added on the side of the enclosure to facilitate access and encourage the gate to remain closed, as required by the Land Development Code.

Please place this on the May 5, 2020 City Council meeting for consideration.

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
April 1, 2020**

The Hattiesburg Planning Commission did meet in a regular session on April 1, 2020 at 1:03 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Ginger Maddox Lowrey, AICP, Planning Division Manager, presided over the meeting. Due to ongoing COVID-19 pandemic, CDC recommended social distancing guidelines were observed. Staff utilized GoToMeeting, an online meeting, desktop sharing, and telephone/video conferencing platform to allow Commissioners and petitioners to participate remotely. A quorum was indicated and the attendance was as follows:

Commissioners Present: Charlene Allshouse (via GoToMeeting)
Charles Dawe (via GoToMeeting)
Amy Hinton, Vice-Chair (via GoToMeeting)
Jeff Keyseear (in person)
Mark Miller, Chair (via GoToMeeting)
Elayne Lockett (via GoToMeeting)
Rhoda A. Pickett (via GoToMeeting)
Kenneth Waites (in person)

Commissioners Absent: Ricardo Bryant
Dick Conville
Rebekah Ray

Also Present: Ginger Maddox Lowrey, AICP, Planning Division Manager (in person)
Andrew Ellard, Director Urban Development (via GoToMeeting)
Caroline Miles, Planner (in person)
Jim Gladden, Esq. (in person)
Stephanie Hall Campos, Office Manager, Urban Development (via GoToMeeting)

Mrs. Lowrey declared the meeting of the Hattiesburg Planning Commission open and in session at 1:03 PM.

AGENDA REVIEW

There came the matter of the April 2020 Agenda. A request was made by Mrs. Lowrey for a motion to approve the April 2020 Agenda. A motion was made to approve the April 2020 Agenda by Commissioner Dawe and seconded by Commissioner Hinton.

Commissioners voting aye: Charlene Allshouse (via GoToMeeting)
 Charles Dawe (via GoToMeeting)
 Amy Hinton, Vice-Chair (via GoToMeeting)
 Jeff Keysear (in person)
 Mark Miller, Chair (via GoToMeeting)
 Rhoda A. Pickett (via GoToMeeting)
 Kenneth Waites (in person)

Commissioners voting nay: None

Commissioners absent for vote: Elayne Lockett (via GoToMeeting)

MINUTES REVIEW

There came the matter of the March 4, 2020 minutes. A motion was made by Commissioner Dawe to approve the March 4, 2020 minutes and seconded by Commissioner Hinton.

Commissioners voting aye: Charlene Allshouse (via GoToMeeting)
 Charles Dawe (via GoToMeeting)
 Amy Hinton, Vice-Chair (via GoToMeeting)
 Jeff Keysear (in person)
 Mark Miller, Chair (via GoToMeeting)
 Rhoda A. Pickett (via GoToMeeting)
 Kenneth Waites (in person)

Commissioners voting nay: None

Commissioners absent for vote: Elayne Lockett (via GoToMeeting)

REPORTS**BUILDING REPORT**

No report provided.

PLANNING REPORT

There came the matter of the Planning Report by Ginger Maddox Lowrey, AICP, Planning Division Manager. On March 17, 2020 the City Council voted to approve the zoning change from B-3 and I-1 to B-5 at 5216 Hwy. 42 (HPC approval upheld), and to approve the

Conditional Use for a Place of Assembly (Church) in an I-1 zone at 2111 Country Club Rd.
(HPC approval upheld).

CHAIR'S REPORT

Chair Miller thanked the Staff for providing a virtual meeting option as a way to adhere to public health safety guidelines, and also thanked the Commissioners for their willingness to utilize the remote meeting software.

INTRODUCTIONS

Commissioners introduced themselves.

PUBLIC HEARING – PLANNING COMMISSION

There came the matter of Item A (Zoning Change), consider a petition filed by Vixon Sullivan, Owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for certain properties located at 100 Evans Street (Parcel 2-029I-10-075.00, PPIN 15583, Parcel 2-029I-10-074.00, PPIN 15584, and Parcel 2-029I-10-066.00, PPIN 15585, Ward 2) from Section 4.5.12, B-5 (Regional Business) District to Section 4.5.11, B-4 (Downtown Business) District.

Mrs. Lowrey declared the Public Hearing for the Planning Commission open at 1:32 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>	Vixon Sullivan	118 Oak Grove Rd.	Monticello, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Mrs. Lowrey declared the Public Hearing closed and the Business Meeting open to vote on the request (Item A). Commissioner Dawe 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 Lockett seconded the motion. Mrs. Lowrey conducted a roll-call vote. Commissioners attending in person submitted physical voting sheets as well.

Commissioners voting aye: Charlene Allshouse (via GoToMeeting)
Charles Dawe (via GoToMeeting)
Amy Hinton, Vice-Chair (via GoToMeeting)
Jeff Keysear (in person)

Mark Miller, Chair (via GoToMeeting)
 Rhoda A. Pickett (via GoToMeeting)
 Kenneth Waites (in person)

Commissioners voting nay: None

There came the matter of Item B (PMU-PD Amendment), filed by Chase Fisher, Representative, GCHP/Beverly Land, LLC/Village at the Beverly II, LP, Owner, as required in the Land Development Code, Ord. No. 3209, to amend the previously approved Planned Mixed Use-Planned Unit Development (PMU-PD) in a B-3 (Community Business) District for a portion of a certain property located at 111 Brady Rd. (Parcel 2-041G-27-017.00, PPIN 29647, Ward 5).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Joel Ford	2010 Oak Grove Rd, Bldg. 4, Ste. 1	Hattiesburg, MS
<u>Proponents:</u>	Chase Fisher (via GoToMeeting)		
	Mary Elizabeth Evans (via GoToMeeting)		
<u>Opponents:</u>	None		

Chase Fisher stated that Gulf Coast Housing Partnership would prefer the dumpster location listed as “Location A” (at the Brady Rd. entrance to the complex) rather than Location B (on the western setback). He stated that GCHP was willing to accept possible stipulations of increased landscaping and a pedestrian access door, which were suggested as optional stipulations proposed by Staff.

Mrs. Lowrey declared the Public Hearing closed and the Business Meeting open to vote on the request (Item B). Commissioner Keysear made a motion to approve the request for proposed Location A with the following stipulations:

1. The exterior of the dumpster enclosure should match the materials of the apartment buildings on site and include secure, opaque gates.
2. Landscaping should be designed and installed so that the enclosure has limited visibility from Brady Rd. Review of the proposed landscaping should be reviewed and deemed to appropriate by the City Arborist.
3. A pedestrian entry gate will be added on the side of the enclosure to facilitate access and encourage the gate to remain closed, as required by the Land Development Code.

Commissioner Waites seconded the motion. Mrs. Lowrey conducted a roll-call vote.

Commissioners voting aye: Charles Dawe (via GoToMeeting)

Amy Hinton, Vice-Chair (via GoToMeeting)

Jeff Keyseear (in person)

Mark Miller, Chair (via GoToMeeting)

Rhoda A. Pickett (via GoToMeeting)

Kenneth Waites (in person)

Commissioners voting nay:

None

Commissioners absent from vote: Charlene Allshouse

BUSINESS MEETING

Having no further business, Commissioner Hinton made a motion to adjourn the meeting. The motion was seconded by Commissioner Dawe. There being no further business, the meeting was adjourned at 2:27 PM.

Mark Miller, Chair

Ginger Maddox Lowrey, AICP, CFM, Planning Division Manager

SUBJECT PARCEL:
111 Brady Rd.

Chase Fisher, Representative, and GCHP/Beverly Land, LLC/Village
at the Beverly II, LP, Owner

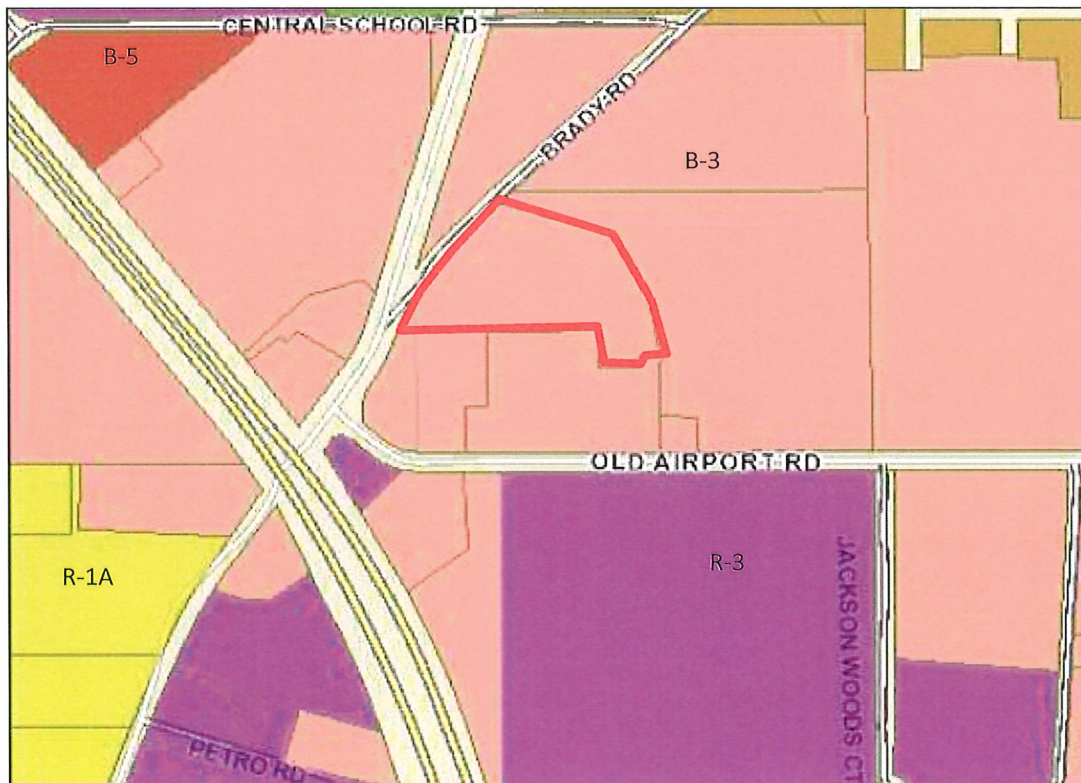
The petitioners request to amend the previously approved Planned
Mixed Use-Planned Unit Development (PMU-PD) in a B-3 (Community
Business) District for a portion of a certain property located at 111
Brady Rd. (Parcel 2-041G-27-017.00, PPIN 29647, Ward 5).



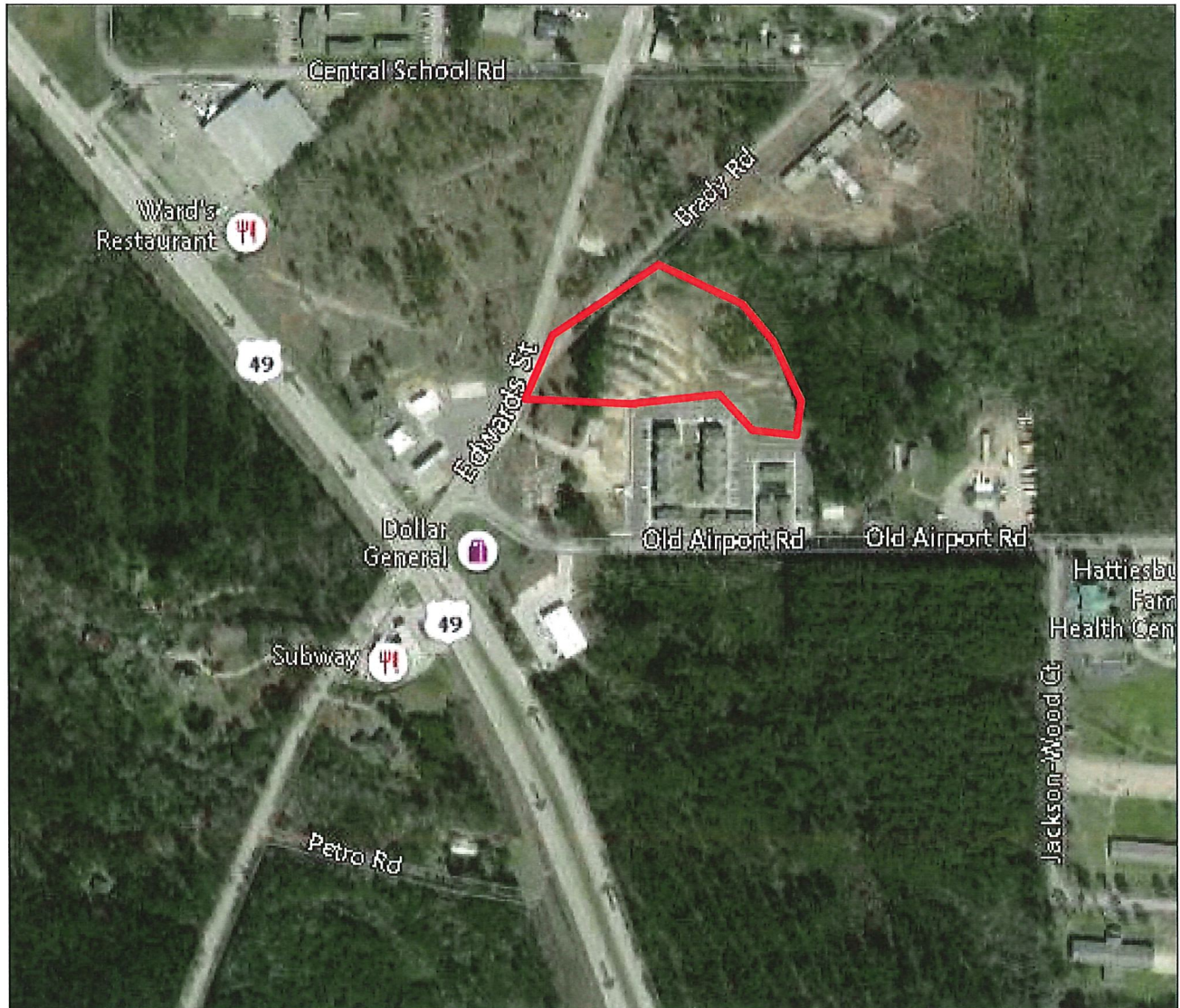
Vicinity Map—Ward 5



Zoning—B-3



Site Aerial



SURROUNDING AREA

Northern Direction: B-3(Community Business) District/ Undeveloped



Southern Direction: B-3 (Community Business) District/ Multi-Family



Eastern Direction: B-3 (Community Business) District/ Forrest County BOE

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





**Planning Commission
Case Fact Sheet**

Name of Petitioner: Chase Fisher, Representative and GCHP, Owner

Address of Property:	Tax Parcel	PPIN:	Ward:
111 Brady Rd	2-041G-27-017.00	29647	5

Request: **Amend Previously Approved Planned Mixed Use-Planned Unit Development (PMU-PD)**

Purpose of Request: To consider an application to amend the previously approved Planned Mixed Use-Planned Unit Development (PMU-PD) in a B-3 (Community Business) District for a portion of a certain property located at 111 Brady Rd. (Parcel 2-041G-27-017.00, PPIN 29647, Ward 5).

Applicant Summary: See Attached

Applicable Regulations:

SECTION 4

4.19.1.0 PMU The Planned Mixed-Use District:

The purpose of the Planned Mixed-Use District is created to provide a regulatory framework for permitting mixed-use development projects in areas designated as mixed-use within the official Comprehensive Plan and any other specific plans subsequently approved.

Specifically, the Planned Mixed-Use District serves to:

- Provide flexibility in the planning and construction of development projects by allowing a combination of uses developed in accordance with an approved plan that protects adjacent properties;
- Provide an environment within the layout of a site that contributes to a sense of community and a coherent living style;

- Provide an environment within the layout of a site that contributes to a sense of community and a coherent living style;
- Encourage the preservation and enhancement of natural amenities and cultural resources; to protect the natural features of a site that relate to its topography, shape, and size; and to provide for a maximum amount of open space;
- Provide for a more efficient arrangement of land uses, buildings, circulation systems, and infrastructure; and
- Encourage infill projects and the development of sites made difficult for conventionally designed development because of shape, size, abutting development, poor accessibility, or topography.

Present Zoning: This parcel is currently zoned B-3 (Community Business) District with a PMU-PD (Planned Mix Use-Planned Development) Overlay.

Present Use: Undeveloped Lot

Future Land Use: Community Business A

Surrounding Zoning and Land Use:
North: B-3 (Community Business) District/Undeveloped
South: B-3 (Community Business) District / Apartments
East: B-3 (Community Business) District / Forrest County BOE
West: B-3 (Community Business) District /Commercial

Most Nearly Bounded By (streets): The parcel is bounded to the north by north by Brady Rd., to the east by Edwards St., and to the south by Old Airport Rd. It is accessible by Brady Rd.

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case, as of March 18, 2020.

History / Background: In November 2019, City Council approved the PMU-PD overlay for the subject property. The property had previously been approved for a Planned Unit Development (PUD) overlay, which had been approved under the previous Land Development Code, Ord. No. 2330. However, due to the amount of proposed changes to the initial PUD design, the petitioners chose to pursue the PMU-PD overlay per the current LDC requirements to allow for the changes.

Per LDC Section 4.19.1.5.iv, once approved, the site plan of a PMU-PD is binding on the property. Therefore, significant changes to the site plan must be reviewed by Planning Commission and approved by City Council.

The petitioner met with Staff in Pre-Application to discuss the relocation of the dumpster to the main driveway entrance at the northwest of the property. Staff discussed other dumpster location

possibilities with the applicants that would allow for a dumpster location behind principal structures and not at the main entrance of the site. The applicants have since provided two dumpster location options, at the main entrance as initially proposed in Pre-Application (Location A on Site Plan) and also in the southwest corner of the property, in front of the principal structures but behind an existing stand of pine trees (Location B on Site Plan). See included site plan.

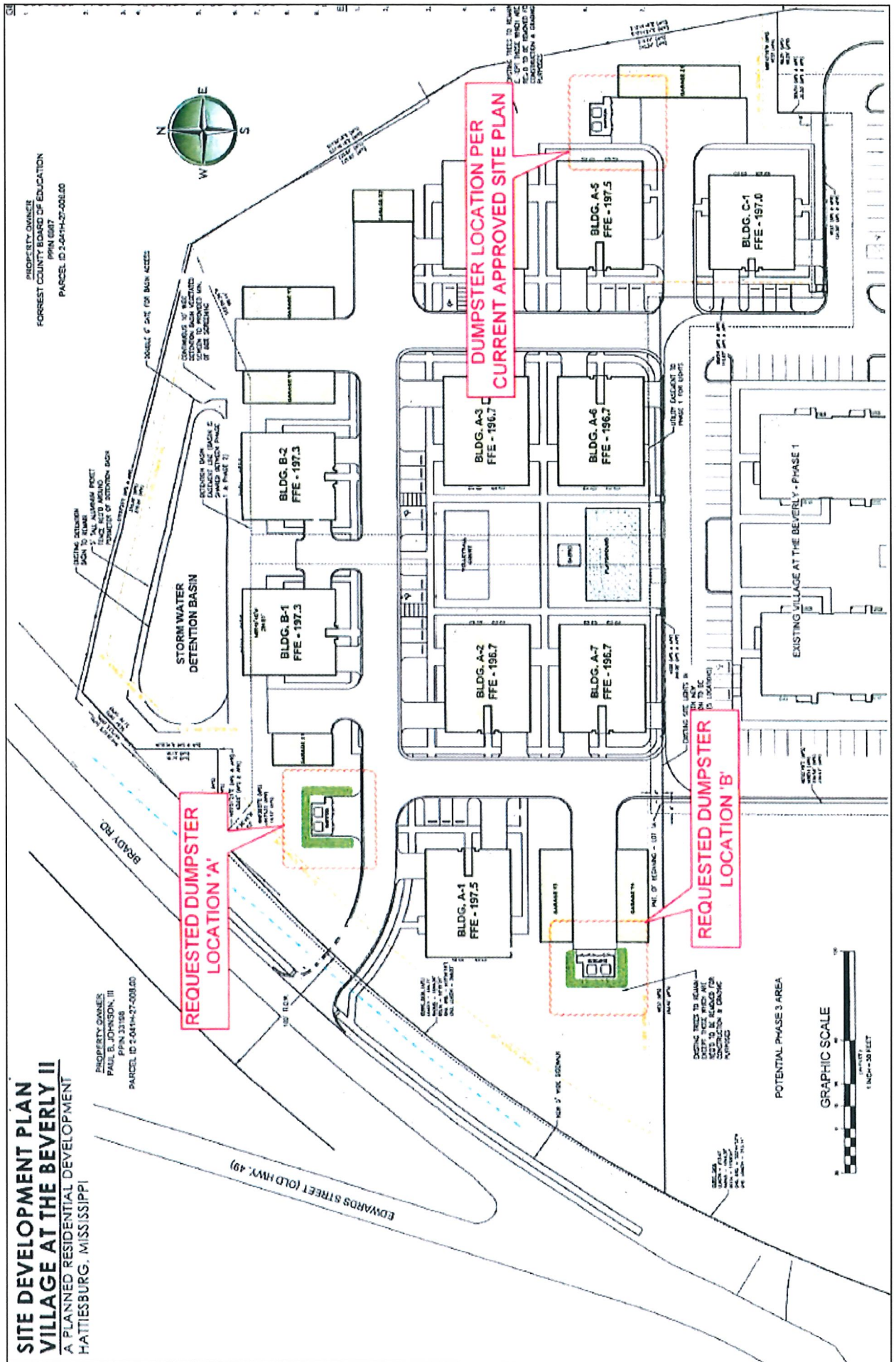
Per the LDC Section 7.9.10.4., "Outside storage and waste containers shall be located to the rear or side of principal structures."

Option:

Recommend approval or denial of the request to amend the previously approved PMU-PD at 111 Brady Rd.

Proposed Site Plan amendment.

New dumpster location requested with Option "A" & "B", both located on the western side of the site.



RECEIVED

SEP 16 2019

RECEIVED

FEB 24 2020

Cm

HATTIESBURG PLANNING COMMISSION
PUBLIC HEARING APPLICATION
REQUEST FOR
PLANNED UNIT DEVELOPMENT

Date: 9/13/2019

PPIN 29647 City Tax Parcel Number:

ADDRESS OF PROPERTY:

15 Old Airport Rd
Municipal Number Street Name

APPLICANT:

Name: Village at the Beverly II, LP
Mailing Address: 1626 Oretha Castle Haley Blvd - Suite A New Orleans, LA 70113
Telephone (W) 504-525-2505 x 223 (H)
(C)
E-Mail Address: fisher@gchp.net

REPRESENTED BY:

Name: Chase Fisher
Mailing Address: 1626 Oretha Castle Haley Blvd - Suite A New Orleans, LA 70113
Telephone (W) 504-525-2505 x 223 (H)
(C) 334-312-1607
E-Mail Address: fisher@gchp.net

CURRENT OWNER(S) OF PROPERTY:

Name: Beverly Land, LLC
Mailing Address: 1626 Oretha Castle Haley Blvd - Suite A New Orleans, LA 70113
Telephone (W) 504-525-2505 x 223 (H)
(C)
E-Mail Address: fisher@gchp.net

1. This property is located on the East side of Brady Road
North/South/East/West Street Name
and lies between Highway 49 and Central School Road
Street Name Street Name

2. Property data: Existing use(s): ² Vacant
Proposed use: Multi-Family Residential

Maximum Density Formula:

Land Area = 226,666sf square footage (5.20 acres)
Business Development Area _____ sq. ft. = _____ % of land area
Residential Development Area 56,550 sq. ft. = 24.9 % of land area
Total Surface Ratios - Impervious: 50.2 % Pervious: 49.8 %

Transportation:

Adjoins public street? Yes x No _____
If yes, how many / names of street(s): One (1) / Brady Road
What type? Arterial x Collector _____ Local _____
Private streets? Yes _____ No x If Yes, proposed street width: _____

3. Are there any Land Use Code violations on file on this property with the City ? x
If yes, please explain: _____

4. Attach the following to the PUD application:

_____ Licensed Engineer/Architect's Plat for PUD approved by the Site Plan Review Committee.
_____ Detailed Site Plan Presentation
_____ Site Plan Review Committee Recommendation of Preliminary Plat
_____ Home Owners Association Covenants

5. Project Description: Attach any related information (i.e. brochures, letters, documents)
The proposed Phase II development is the new construction of 40 units of attached
single family type construction (duplexes and fourplexes) with a lease purchase
option for tenants upon completion of compliance period. Site will include green
outdoor gathering area with landscaping and gazebo, volleyball court and playground
Rental mix includes 10 two-bedroom units and 30 three-bedroom units ranging from
935 to 1,230 SF plus private two car garages and storage units for each resident.

6. **PARKING REQUIREMENTS:**

Commercial/Industrial: Paved parking will be provided for 25 vehicles,
and 2 handicap vehicle(s); with n/a loading spaces.

7. **BUFFER REQUIREMENTS:** A landscaped buffer along and between adjacent properties will be provided as follows:

NORTH _____

SOUTH _____

EAST _____

WEST _____

8. Is the property in a Historic or Overlay District? No

9. Is the property in a Special Flood Hazard District? Flood Zone - X

ADJACENT PROPERTY ZONING CLASSIFICATION AND CURRENT USE:

Property to the NORTH: Zoning Classification B-3

Current use: Vacant

Residential ☐ Commercial ☒ Industrial ☐ Vacant ☐

Property to the SOUTH: Zoning Classification B-3 & R-3

Current use: Multi-Family Residential

Residential ☐ Commercial ☒ Industrial ☐ Vacant ☐

Property to the EAST: Zoning Classification B-3

Current use: Vacant

☒ Residential ☐ Commercial ☐ Industrial ☐ Vacant ☐

Property to the WEST: Zoning Classification B-3

Current use: Vacant

Residential ☐ Commercial ☒ Industrial ☐ Vacant ☐



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, May 5, 2020

Re: Adopt Resolution setting Public Hearing on Tuesday, June 16, 2020 at 4:00 p.m. in the City Council Chambers to determine if certain properties are in such a state of uncleanness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, section 21-19-11.
File Number: 2020-270
Minute Book #

Summary

Unsafe Properties 6 16 20

Recommendation Statement

I recommend the addition of this item to the May 5, 2020 agenda.

Please place this on the May 5, 2020 City Council meeting for consideration.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

MEMORANDUM

TO: Mayor and City Council

FROM: Wiley Quinn, Code Enforcement Manager

DATE: May 5, 2020

RE: Set Public Hearing

The Code Enforcement Division requests that the City Council hold a Public Hearing on Tuesday, June 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.	57 Golf Course Rd.	31789	1	GAR/RUB, VS, US	Cut/Clean, Demo	\$3000	\$1500
2.	508 Rudy Ave.	12970	2	VS, ID	Cut/Clean, Demo	\$1400	\$1500
3.	418 E. 8 th St.	25659	2	AS, US, VS	Cut/Clean, Demo	\$3500	\$1750
4.	1001 Edwards St.	13011	2	DS, VS	Cut/Clean, Board	\$4600	\$2300
5.	4301 Mamie St.	17780	3	DS, US, ID	Close, Clean, Demo	\$3000	\$1500

6.	426 S. 12 th Ave.	17131	4	GAR/RUB VS, US	Close, Clean, Demo	\$4000	\$2000
7.	102 South St.	19729	4	US, DS	Demo	\$2600	\$1500
8.	110 Martin Luther King Ave.	21680 21676 32303 32304	5	DS	Demo	\$20,000	\$10,000
9.	214 Railroad Ave.	09706	5	DS	Demo	\$2600	\$1500
10.	423 Travillion Rd.	06589	5	DS	Demo	\$2000	\$1500
11.	206 S. 24 th Ave.	16597	4	GAR/RUB, OR, DB, Accessory Structure	Demo, Clean	\$5000	\$2500

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

Owner Responsibility=OR

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:

	Address	PPIN	Ward	Violations
1.	57 Golf Course Rd.	31789	1	GAR/RUBVS,US
2.	508 Ruby Ave.	12970	2	VS, ID
3.	418 E. 8 th St.	25659	2	AS, US, VS
4.	1001 Edwards St.	13011	2	DS, VS
5.	4301 Mamie St.	17780	3	DS, US, ID
6.	426 S. 12 th Ave.	17131	4	GAR/RUB VS, US
7.	102 South St.	19729	4	US, DS
8.	110 Martin Luther King Ave.	21680	5	DS
		21676		
		32303		
		32304		
9.	214 Railroad Ave.	09706	5	DS
10.	423 Travillion Rd.	06589	5	DS
11.	206 S. 24 th Ave.	16597	4	OR, DB, GAR/RUB, Accessory Structure

are in such a state of uncleanness 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 uncleanness 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 the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, at 4:00 p.m. on Tuesday, June 16, 2020, to determine whether or not the above- described properties are in such a state of uncleanness 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 5th day of May, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 5th day of May, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, May 5, 2020

Re: Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.
File Number: 2020-271
Minute Book #

Summary

Adopt Resolutions of Adjudication 5 5 2020

Recommendation Statement

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

Please place this on the May 5, 2020 City Council meeting for consideration.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

TO: Mayor and City Council

FR: Wiley Quinn, Code Enforcement Manager

DATE: May 5, 2020

RE: Adopt Resolutions of Adjudication

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

Owner	Address	PPIN	Clean Up Costs	WARD
1. L.J. & Corinne Clayton	704 Ellis Ave.	13068	\$268.75	5
2. Roderick and Deborah Woullard	501 Ruby Ave.	12983	\$276.25	2
3. The Victoria Ann Wirt Trust	608 Mamie St.	19547	\$298.75	4
4. Takia S. Woullard	2-029I-10-043.00 E. 2nd St.	15623	\$226.00	2
5. Willie & Jeweline Walker, and Lemon Sullivan	717 Claiborne Ave	22343	\$276.25	2
6. Patrick L. & Kayla B. Kirby	2-030L-11-229.00 E. Hardy St.	33661	\$276.25	2
7. Kevin Breland, and Merritt, INC.	2-030L-11-230.00 E. Hardy St.	20242	\$276.25	2
8. William W. Stafford	418 S. 14th Ave.	14966	\$268.75	4
9. Ricky Lindsey	315 Miller St.	20574	\$298.75	2
10. Samuel J. Frazier	311 Park Ave.	18446	\$246.00	4
11. Eric Dearman c/o Jimmy Knight	351 Emerson Drive	22775	\$246.00	4
12. Stamp House Holdings and	202 N. 23rd Ave.	16132	\$246.00	4

Owner	Address	PPIN	Clean Up Costs	WARD
Anthony Shindelar				
13. Gary Lindsey, and Rankin Lindsey, Jr.	202 S. 14th Ave.	16886	\$246.00	4
14. Kristi C. Williamson as Trustee	1705 1st Terrace	15286	\$246.00	4
15. Hal P. Bounds, and Gregory W. Bounds	713 Duane St.	22856	\$245.50	4
16. Givon Forbes	111 Dearborne St.	20922	\$246.00	4
17. Howard L. & Miranda A. Beard	117 Dearborne St.	20919	\$294.50	4
18. Jamecia S. Tisdale	701 Claiborne Ave.	22336	\$294.50	2
19. Willie & Clevester Woods	509 Francis St.	21318	\$228.00	5
20. Gary Reed	511 Francis St.	21317	\$228.00	5

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

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

RESOLUTION

INDEXING INSTRUCTIONS: PARCEL 2-038F-16-153.00 704 Ellis Avenue, and better described as: All of Lot 3, Ashford First 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.

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

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
L.J. & Corinne Clayton	704 Ellis Ave.	2-038F-16-153.00	\$268.75
			Total: \$268.75

PARCEL: 2-038F-16-153.00 704 Ellis Avenue, and better described as: All of Lot 3, Ashford First 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.

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

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 5th day of May 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 5th day of May 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: PARCEL 2-038B-15-469.00 501 Ruby Avenue, and better described as: PT 3 BEG 323.6 FT E OF SW COR N 179FT E 70FT S 179FT W 70FT TO BEG BLK 12 ARLEDGE J.E. SUB 2-038B-15-469.00 PREV #H0012-10-028 Block 012 Section 15 Township 04N Range 13W.

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

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Roderick and Deborah Woullard	501 Ruby Ave.	2-038B-15-469.00	\$276.25
Total:			\$276.25

PARCEL: 2-038B-15-469.00 501 Ruby Avenue, and better described as: PT 3 BEG 323.6 FT E OF SW COR N 179FT E 70FT S 179FT W 70FT TO BEG BLK 12 ARLEDGE J.E. SUB 2-038B-15-469.00 PREV #H0012-10-028 Block 012 Section 15 Township 04N Range 13W.

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

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

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

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 5th day of May 2020.

(S E A L)

ATTEST: ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 5th day of May 2020.

ATTEST: APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: PARCEL 2-029N-09-085.00 608 Mamie Street, better described as: Lot 12, Block U of the Extension of John Kamper and Kamper and Whinnery Survey of the City of Hattiesburg

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

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
The Victoria Ann Wirt Trust	608 Mamie St.	2-029N-09-085.00	\$298.75
			Total: \$298.75

PARCEL: 2-029N-09-085.00 608 Mamie Street, better described as: Lot 12, Block U of the Extension of John Kamper and Kamper and Whinnery Survey of the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

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

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

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

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 5th day of May 2020.

(S E A L)

ATTEST: ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 5th day of May 2020.

ATTEST: APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: PARCEL 2-029I-10-043.00 E. 2nd Street, better described as SW ½ Lot 7 to 9, Blk 9, Hardy & Scott, Forrest County, Mississippi

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

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Takia S. Woullard	2-029I-10-043.00 E. 2nd St.		\$226.00
			Total: \$226.00

PARCEL 2-029I-10-043.00 E. 2nd Street, better described as SW ½ Lot 7 to 9, Blk 9, Hardy & Scott, Forrest County, Mississippi.

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

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 5th day of May 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 5th day of May 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: PARCEL 2-038H-15-042.00 717 Claiborne Avenue and better described as: Lot 16, Block 2 of the Oaks Garden Re-subdivision of Block 15 of the Burkett Subdivision to the City of Hattiesburg

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

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
<u>Willie & Jeweline Walker, and Lemon Sullivan</u>			
	<u>717 Claiborne Ave</u>	<u>2-038H-15-042.00</u>	<u>\$276.25</u>
			Total: \$276.25

PARCEL: 2-038H-15-042.00 717 Claiborne Avenue and better described as: Lot 16, Block 2 of the Oaks Garden Re-subdivision of Block 15 of the Burkett Subdivision to the City of Hattiesburg, Mississippi, Forrest County, Mississippi, as per map or plat thereof on file in Book 7 at Page 42 in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements and appurtenances thereunto belonging.

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

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

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 5th day of May 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 5th day of May 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: PARCEL 2-030L-11-229.00 E. Hardy Street (PPIN 33661) better described as: Lots 13, 14, 15 and 16 BLK 8 of the MACGRUDER & CO ADD PARCEL 2-030L-11-229.00/PPIN 33661/YEAR 2015 SECTION 11 TOWNSHIP 4N RANGE 13W.

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

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Patrick L. & Kayla B. Kirby	2-030L-11-229.00 E. Hardy St.		\$276.25
			Total: \$276.25

PARCEL: 2-030L-11-229.00 E. Hardy Street (PPIN 33661) better described as: Lots 13, 14, 15 and 16 BLK 8 of the MACGRUDER & CO ADD PARCEL 2-030L-11-229.00/PPIN 33661/YEAR 2015 SECTION 11 TOWNSHIP 4N RANGE 13W.

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

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 5th day of May 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 5th day of May 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 5th day of May 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 5th day of May 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: PARCEL 2-029M-09-270.00 418 S. 14th Avenue, and more particularly described as follows to-wit: The West One Hundred Twenty (120) feet of Lot 10, Block 1 of the Fairfield Addition to the City of Hattiesburg

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

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
William W. Stafford	418 S. 14th Ave.	2-029M-09-270.00	\$268.75
			Total: \$268.75

PARCEL: 2-029M-09-270.00 418 S. 14th Ave, and more particularly described as follows to-wit: The West One Hundred Twenty (120) feet of Lot 10, Block 1 of the Fairfield 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.

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

Effective immediately from and after passage.

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 5th day of May 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 5th day of May 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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Hattiesburg, MS 39403-1898
(601) 545-4550

RESOLUTION

INDEXING INSTRUCTIONS: PARCEL: 2-029K-09-135.00 315 Miller Street, and better described as: Lot Nine (9), Block Five (5) of the C. J. MILLER SURVEY in the City of Hattiesburg

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

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Ricky Lindsey	315 Miller St.	2-029K-09-135.00	\$298.75
			Total: \$298.75

PARCEL: 2-029K-09-135.00 315 Miller Street, and better described as: Lot Nine (9), Block Five (5) of the C. J. MILLER SURVEY in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

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

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 5th day of May 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 5th day of May 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: PARCEL 2-028I-08-160.00 311 Park Avenue, better described as: North 55 feet of Lot 1 of Block 1, of the S.G. JORDAN SUBDIVISION

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

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Samuel J. Frazier	311 Park Ave.	2-028I-08-160.00	\$246.00
			Total: \$246.00

PARCEL: 2-028I-08-160.00 311 Park Avenue, better described as: North 55 feet of Lot 1 of Block 1, of the S.G. JORDAN SUBDIVISION, City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

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

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 5th day of May 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 5th day of May 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: PARCEL 2-028J-08-113.00 351 Emerson Drive, better described as : Lot 114 of Parkhaven North Subdivision or Addition to the City of Hattiesburg

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

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Eric Dearman c/o Jimmy Knight	351 Emerson Drive	2-028J-08-113.00	\$246.00
			Total: \$246.00

PARCEL: 2-028J-08-113.00 351 Emerson Drive, better described as : Lot 114 of Parkhaven North Subdivision or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

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

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

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

Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 5th day of May 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 5th day of May 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: PARCEL 2-028J-08-257.00 202 N. 23rd Avenue and better described as The South Half (S ½) of Lot Nine (9) and all of Lot Ten (10) of Block Eleven (11), Hattiesburg Heights Second Survey

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

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
<u>Stamp House Holdings, and Anthony Shindelar</u>			
	<u>202 N. 23rd Ave.</u>	<u>2-028J-08-257.00</u>	<u>\$246.00</u>
			Total: \$246.00

PARCEL: 2-028J-08-257.00 202 N. 23rd Avenue and better described as The South Half (S ½) of Lot Nine (9) and all of Lot Ten (10) of Block Eleven (11), Hattiesburg Heights Second Survey, according to the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

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

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

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

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 5th day of May 2020.

(S E A L)

ATTEST: ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 5th day of May 2020.

ATTEST: APPROVED:

CITY CLERK

MAYOR

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

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(601) 545-4550

RESOLUTION

INDEXING INSTRUCTIONS: PARCEL 2-029M-09-299.00 202 S. 14th Avenue and better described as: The west 110.0 feet, Lots 3 and 4, Block 10 Hattiesburg Heights Proper Survey, Hattiesburg, Forrest County, Mississippi.

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

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
<u>Gary Lindsey, and Rankin Lindsey, Jr.</u>	<u>202 S. 14th Ave.</u>	<u>2-029M-09-299.00</u>	<u>\$246.00</u>
			Total: \$246.00

PARCEL: 2-029M-09-299.00 202 S. 14th Avenue and better described as: The west 110.0 feet, Lots 3 and 4, Block 10 Hattiesburg Heights Proper Survey, Hattiesburg, Forrest County, Mississippi.

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

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

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

Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 5th day of May 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 5th day of May 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
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City Clerk’s Office
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(601) 545-4550

RESOLUTION

INDEXING INSTRUCTIONS:PARCEL 2-039A-17-015.00 1705 1st Terrace and better described as: Part of Lot 15 and all of Lot 16, Block 2, Forrest Park Subdivision to the City of Hattiesburg, Mississippi, Forrest County, Mississippi.

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

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Kristi C. Williamson as Trustee	1705 1st Terrace	2-039A-17-015.00	\$246.00
Total:			\$246.00

PARCEL: 2-039A-17-015.00 1705 1st Terrace and better described as: Part of Lot 15 and all of Lot 16, Block 2, Forrest Park Subdivision to the City of Hattiesburg, Mississippi, Forrest County, Mississippi.

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

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 5th day of May 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 5th day of May 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
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(601) 554-1027

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(601) 545-4550

RESOLUTION

INDEXING INSTRUCTIONS: PARCEL 2-029L-09-062.00 713 Duane Street, Hattiesburg, Mississippi described more particularly as follows, to-wit: All of Lot 7 in Block 3 of and according to the Parkview Subdivision of a party of the NW ¼ of NW ¼ of Section 9, Township 4 North, Range 13 West, Forrest County, Mississippi, in the City of Hattiesburg, Mississippi, as per the map or plat thereof dated July 30, 1954, and of record in the office of the Chancery Clerk of Forrest County, Mississippi, in Plat Book 8 at Page 18; said parcel of land having a frontage of 65 feet on Duane Street in the City of Hattiesburg, Mississippi, and extending North between parallel lines a uniform depth of 117.84 feet to a ten foot alley or easement.

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

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Hal P. Bounds, and Gregory W. Bound	713 Duane St.	2-029L-09-062.00	\$245.50
			Total: \$245.50

PARCEL: 2-029L-09-062.00 713 Duane Street, Hattiesburg, Mississippi described more particularly as follows, to-wit: All of Lot 7 in Block 3 of and according to the Parkview Subdivision of a party of the NW ¼ of NW ¼ of Section 9, Township 4 North, Range 13 West, Forrest County, Mississippi, in the City of Hattiesburg, Mississippi, as per the map or plat thereof dated July 30, 1954, and of record in the office of the Chancery Clerk of Forrest County, Mississippi, in Plat Book 8 at Page 18; said parcel of land having a

frontage of 65 feet on Duane Street in the City of Hattiesburg, Mississippi, and extending North between parallel lines a uniform depth of 117.84 feet to a ten foot alley or easement.

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

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

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

Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 5th day of May 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 5th day of May 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: PARCEL 2-029K-09-388.00 111 Dearborne Street, Hattiesburg, Mississippi and better described as Lots 18 and 19 in Block 5 of the Mosley and Dozier Subdivision as per map or plats thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

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

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Givon Forbes	111 Dearborne St.	2-029K-09-388.00	\$246.00
			Total: \$246.00

PARCEL: 2-029K-09-388.00 111 Dearborne Street, Hattiesburg, Mississippi and better described as Lots 18 and 19 in Block 5 of the Mosley and Dozier Subdivision as per map or plats thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

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

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

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

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 5th day of May 2020.

(S E A L)

ATTEST: ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 5th day of May 2020.

ATTEST: APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: PARCEL 2-029K-09-385.00 117 Dearborne Street, Hattiesburg, Mississippi , together with any and all improvements and appurtenances thereunto belonging, lying and being situated in Forrest County, Mississippi to-wit: The East Half of Lot 14 and all of Lot 15 of Block 5 of the Mosley and Dozier Subdivision in the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

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

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
<u>Howard L. & Miranda A. Beard</u>	<u>117 Dearborne St.</u>	<u>2-029K-09-385.00</u>	<u>\$294.50</u>
		Total:	\$294.50

PARCEL: 2-029K-09-385.00 117 Dearborne Street, Hattiesburg, Mississippi , together with any and all improvements and appurtenances thereunto belonging, lying and being situated in Forrest County, Mississippi to-wit: The East Half of Lot 14 and all of Lot 15 of Block 5 of the Mosley and Dozier Subdivision in the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

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

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

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

Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 5th day of May 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 5th day of May 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: PARCEL 2-038H-15-049.00 701 Claiborne Ave. LT 9 BLK 2 OAK GARDEN SUB B601-331 '88 601/332 7/15/1988 PREV #:H0692-01-010 OAK GARDEN SUB

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

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Jamecia S. Tisdale	701 Claiborne Ave.	2-038H-15-049.00	\$294.50
			Total: \$294.50

PARCEL: 2-038H-15-049.00 701 Claiborne Ave. LT 9 BLK 2 OAK GARDEN SUB B601-331 '88 601/332 7/15/1988 PREV #:H0692-01-010 OAK GARDEN SUB

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

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 5th day of May 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 5th day of May 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: PARCEL 2-038C-16-260.00 509 Francis St. better described as: A part of Lots Eleven (11) and Twelve (12), Block Three (3) of the D.D. McInnis Third Survey of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, and more particularly described as follows, to-wit: Beginning at a point which is 75 feet southwest of the easternmost corner of Lot Twelve (12) in Block Three (3) of the D.D. McInnis Third Survey of the City of Hattiesburg, Forrest County, Mississippi, and run thence northeast along Francis Street for a distance of 75 feet, thence run southeast for a distance for 100 feet to the said point of beginning, the above described property being the northeast 75 feet of Lots 11 and 12, Block 3 of the D.D. McInnis Third Survey, together with all improvements thereon an appurtenances thereunto belonging.

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

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Willie & Clevester Woods	509 Francis St.	2-038C-16-260.00	\$228.00
			Total: \$228.00

PARCEL: 2-038C-16-260.00 509 Francis St. better described as: A part of Lots Eleven (11) and Twelve (12), Block Three (3) of the D.D. McInnis Third Survey of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, and more particularly described as follows, to-wit: Beginning at a point which is 75 feet southwest of the easternmost corner of Lot Twelve (12) in Block Three (3) of the D.D. McInnis Third Survey of the City of Hattiesburg, Forrest County, Mississippi, and run thence northeast along Francis Street for a distance of 75 feet, thence run southeast for a distance for 100 feet to the

said point of beginning, the above described property being the northeast 75 feet of Lots 11 and 12, Block 3 of the D.D. McInnis Third Survey, together with all improvements thereon and appurtenances thereunto belonging.

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

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

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

Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 5th day of May 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 5th day of May 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: PARCEL 2-038C-16-261.00: A part of Lot 12, Block 3 of the D. D. McInnis Survey as per map or plat now on file in the office of the Chancery Clerk of Forrest County, Mississippi, same being the Third Survey in the D.D. McInnis Surveys, same property as now recorded in Land Deed Book No. 270 at page 60 dated October 6, 1964, together with all improvements and appurtenances thereunto belonging, same being Municipal Number 511 Francis, Hattiesburg, Mississippi.

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

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Gary Reed	511 Francis St.	2-038C-16-261.00	\$228.00
Total:			\$228.00

PARCEL: 2-038C-16-261.00: A part of Lot 12, Block 3 of the D. D. McInnis Survey as per map or plat now on file in the office of the Chancery Clerk of Forrest County, Mississippi, same being the Third Survey in the D.D. McInnis Surveys, same property as now recorded in Land Deed Book No. 270 at page 60 dated October 6, 1964, together with all improvements and appurtenances thereunto belonging, same being Municipal Number 511 Francis, Hattiesburg, Mississippi.

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

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

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

Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 5th day of May 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 5th day of May 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, May 5, 2020

Re: Adopt a Resolution approving the issuance of a Free Port Warehouse License to Dirt Cheap Building Supplies, LLC and granting the appropriate exemption pursuant to Section 27-31-51, et.seq., of the Mississippi Code.

File Number: 2020-289

Minute Book #

Summary

Adopt a Resolution approving the issuance of a Free Port Warehouse License to Dirt Cheap Building Supplies, LLC and granting the appropriate exemption pursuant to Section 27-31-51, et.seq., of the Mississippi Code. (Site location 6633 Hwy 49 North Hattiesburg MS)

Recommendation Statement

I recommend adoption and approval of said exemption.

Please place this on the May 5, 2020 City Council meeting for consideration.

**APPLICATION OF DIRT CHEAP BUILDING SUPPLIES, LLC FOR A FREE PORT
LICENSE AND FREE PORT EXEMPTION FROM AD VALOREM PERSONAL
PROPERTY TAXES, AS AUTHORIZED BY §§ 27-31-51, *ET SEQ.*, OF THE
MISSISSIPPI CODE OF 1972, AS AMENDED**

TO THE HONORABLE MAYOR AND CITY COUNCIL
OF THE CITY OF HATTIESBURG, MISSISSIPPI:

COMES NOW Dirt Cheap Building Supplies, LLC ("**DCBS**"), by and through Richard W. Preusch, its Chief Administrative Officer, and files, in triplicate and under oath, this its written Application for a Free Port Warehouse Privilege License ("**License**") and an exemption ("**Free Port Exemption**") from ad valorem personal property taxation ("**Taxes**") pursuant to §§ 27-31-51, *et seq.* (collectively "**Statutes**"), of the Mississippi Code of 1972, as amended ("**Code**"), and respectfully represent unto this Honorable Mayor and City Council (collectively "**Council**") of the City of Hattiesburg ("**City**"), State of Mississippi ("**State**"), as follows:

I.

CCM Support Services, LLC ("**CCM Services**") operates a warehousing/distribution enterprise ("**Enterprise**") in the City at three warehouse/distribution centers (collectively, "**Warehouses**") owned by its related/affiliated brother/sister entity, CCM Capital Assets, LLC ("**CCM Assets**") together with CCM Services, collectively "**CCM Owner/Operator**") and located at 6633 and 6892 US Highway 49 North and 5154 US Highway 42 in the City for the receipt, handling, processing, storage, warehousing, distribution and shipment by DCBS of its inventories ("**Inventories**") of finished goods ("**Finished Goods**"). DCBS is a member of the following group of brother/sister companies (collectively, the "**CCM Group**"), including the CCM Owner/Operator, Treasure Hunt, LLC ("**Treasure Hunt**"); Dirt Cheap I, LLC, which was formerly named "Dirt Cheap, LLC" ("**Dirt Cheap**"); and CCM Wholesale, LLC ("**CCM Wholesale**," together with Treasure Hunt, Dirt Cheap, and DCBS, collectively, the "**CCM Stores**").

II.

The Warehouses are utilized by the CCM Group for the handling, storage and shipment of its Inventories of Finished Goods of the CCM Stores, including DCBS. CCM Owner/Operator operates each of the Warehouses as private processing and storage facility. The Warehouses regularly engage in the receipt, handling, distribution, storage and shipment of personal property in the form of the Finished Goods of CCM Stores, which have been transferred and consigned to such Warehouses for storage and handling.

III.

A portion of all of such Finished Goods of the CCM Stores handled by the Warehouses will be transferred to such Warehouses for storage and handling in transit to a final destination outside the State ("**Out-of-State Inventories**"). Consequently, CCM Owner/Operator has

previously been jointly issued a Free Port Warehouse License dated July 08, 2010 for each of the Warehouses ("Licenses") by the Board in order both to recognize the qualification of each of the Warehouses as a "free port warehouse" under the definition thereof set forth in § 27-31-51 of the Code and to operate each of the Warehouses as a licensed "free port warehouse" according to the provisions of the Statutes (collectively the "Licensed Warehouses").

IV.

As authorized by § 27-31-53 of the Code and in addition to all other exemptions granted under the laws of the State, all of DCBS's Finished Goods in transit through the State which are (1) moving in interstate commerce through or over the territory of the State, or (2) consigned or transferred to CCM Group's private "free port warehouse" located at the Warehouses within the City for storage in transit to a final destination outside the State, whether specified when transportation begins or afterwards, may, in the discretion of, and for such period of time as prescribed by, the Council, be exempt from all Taxes, including Taxes for school district purposes ("School Taxes"), imposed thereon by the City under the Free Port Exemption. Furthermore, such Finished Goods exempted therefrom should not be deemed to have acquired a situs in the State for the purposes of such Taxes and should not be deprived of the Free Port Exemption because, while in the Warehouse, the Finished Goods are bound, divided, broken in bulk, labeled, relabeled, or repackaged.

V.

Pursuant to § 27-31-55 of the Code, CCM Owner/Operator and DCBS will keep all required books and records and will file all required reports and inventories of its Finished Goods with the Tax Assessor of the County ("Assessor"), which the Assessor can utilize in making a determination of Taxes, if any, on the Finished Goods to be paid by DCBS at the conclusion of each applicable calendar year. Pursuant to § 27-31-57 of the Code, all of such books and records of CCM Owner/Operator and DCBS shall be subject to inspection by the duly authorized agents of the appropriate taxing authorities.

VI.

The CCM Group presently provides jobs, employment, and payroll through the Enterprise in the City for its employees, including at the Warehouses. Therefore, the Warehouses assists directly in creating and maintaining the existing jobs and in providing payroll for the Enterprise in the City, as well as indirectly in the creation and preservation of other ancillary jobs in the City and in an additional overall positive indirect economic benefit to the City.

VII.

CCM Owner/Operator and Building Supplies are operating the Licensed Warehouses in the City which is and will be warehousing Finished Goods which will be held in the Inventories of DCBS at the Warehouses in the City, and CCM Group is creating and maintaining the City Jobs, and has and will, therefore, due to the economic impact, be making a major contribution and commitment to the present and future economic development of the City. In order to remain

competitive, DCBS necessarily has to pursue any and all available incentives, such as the Free Port Exemptions.

VIII.

Therefore, pursuant to the provisions of the Statutes, DCBS respectfully requests that the Council grant to DCBS a License for the Warehouses and a Free Port Exemption from all Taxes, including School Taxes, otherwise imposed by the City on such Finished Goods of DCBS located in the Warehouses.

IX.

The maximum term of the Free Port Exemption under the Statutes is unlimited. Therefore, as provided by the current tax exemption policy of the City, DCBS hereby requests that the Council grant such Free Port Exemption for an unlimited period ("Term").

X.

In compliance with the terms of the Statute, DCBS is hereby applying for a Free Port Exemption. Therefore, as authorized by the Statutes, DCBS respectfully hereby requests that the Board grant to DCBS a Free Port Exemption from all Taxes, including School Taxes, otherwise imposed by the County on such Out-of-State Inventories of DCBS located in the Licensed Warehouses upon the same terms as granted to the other CCM Stores.

XI.

Therefore, pursuant to the provisions of the Statutes, DCBS respectfully requests that the Council grant to DCBS such Free Port Exemption from all Taxes, including School Taxes, otherwise imposed by the City for the Term, with such Free Port Exemption to begin January 1, 2020 ("Commencement Date") and to continue for the Term.

XII.

Sufficient consideration in the form of the Economic Impact and certain other good and valuable nonmonetary consideration ("Consideration") have been and will be received by the City from CCM Group to support the approval of the granting of the Free Port Exemptions by the City.

XIII.

The Council is authorized and empowered by the provisions of the Statutes both to authorize the issuance of the License to DCBS for the Warehouses and to grant a Free Port Exemption to DCBS with respect to the Finished Goods of DCBS which are and will be located in the Warehouses so licensed within the City.

WHEREFORE, PREMISES CONSIDERED, DCBS prays (1) that this Application be received, filed, reviewed and approved by the Area Development Partnership ("Developer"), City Attorney, and all other appropriate City authorities, and then placed in line for consideration

on the agenda of the appropriate Council meeting; and (2) that, upon its approval of this Application, the Council will spread upon its Minutes an order/resolution which:

(A) Finds that each of the Licensed Warehouses is a "free port warehouse" for which a joint License has been issued to CCM Owner/Operator by the City under the provisions of the Statutes, and DCBS is, therefore, eligible for both the issuance of a License to DCBS and the grant to DCBS of a Free Port Exemption from all such Taxes, including School Taxes, imposed by the City on its Finished Goods located in the Warehouses in an amount annually to be determined by the Assessor, as provided by State law;

(B) Approves the issuance of a License to DCBS for such Warehouse by the City and the granting to DCBS of a Free Port Exemption as requested herein from all Taxes, including School Taxes, on all of its Finished Goods located in the Warehouse beginning with the Commencement Date and continuing for the Term, pursuant to the Statutes;

(C) Finds that this Application for the Free Port Exemption submitted by DCBS, as provided by State law and pursuant to the Statutes, should be approved beginning as of the Commencement Date and continuing for the Term, subject to the issuance by the City to DCBS of, the License.

(D) Finds that the Enterprise has and will continue to provide employment and a payroll in the City and that the Council should acknowledge CCM Group's contribution and commitment to the economic development of the City by exercising its discretionary authority to issue such License and granting such Free Port Exemption to DCBS;

(E) Finds that the present and future health, safety, convenience, prosperity, pursuit of happiness and of gainful employment, public interest, and general welfare of the citizens of the City necessitate, as a public purpose, that the City continue to encourage a program of economic development and expansion in order to further both the present and future long-term economic development of the City through the improvement of its tax base by attracting and assisting enterprises providing employment to its citizens, through the approval of exemptions to assist businesses which are deemed necessary or desirable for the economic development and advancement of the City;

(F) Finds that, in order to promote the economic development of the City so as to provide additional gainful employment for its citizens, the Council should issue such License to DCBS and grant the Free Port Exemption to DCBS for its Finished Goods;

(G) Finds that the Council, does, therefore, desire, on behalf of the City, to issue such License to DCBS and to grant the Free Port Exemption to DCBS;

(H) Finds that DCBS is eligible for a License and for the Free Port Exemption from all Taxes imposed by the City on its Finished Goods, including School Taxes, in an

amount to be determined annually by the Assessor, as provided by State law, beginning with the Commencement Date and continuing for the Term;

(I) Finds that the financial ability, technical qualifications, and business experience of CCM Group are such that the operation of the Enterprise has and will promote the industrialization of the City and State, has and will supply employment to the citizens of the City and State, and has and will promote the development of the City and surrounding community; that the Developer, the City Attorney, and all other appropriate City authorities have reviewed and approved this Application of DCBS; and that the Developer has recommended to the Council that it should issue a License to DCBS and grant the Free Port Exemptions to DCBS;

(J) Finds that, following the issuance by the City to DCBS of the License, DCBS will be the operator of licensed free port warehouses in the City and that DCBS will thus be eligible for a Free Port Exemption from all Taxes, including School Taxes, imposed by the City on its Finished Goods located in the Warehouse, in an amount annually to be determined by the Assessor, as provided by State law;

(K) Directs that a certified copy of this filed Application and a certified transcript of such approval by the Council of this Application for both the License and the Free Port Exemption, including such resolution/order of approval thereof, be forwarded to the Assessor;

(L) Grants, automatically and without the necessity of any further or additional official action by the Council in order to do so, a Free Port Exemption to DCBS, beginning with the Commencement Date and continuing for the Term, upon the issuance of the License by the City to DCBS for the Warehouse;

(M) Declares that the Finished Goods of DCBS which are subject to the Free Port Exemption:

(a) shall not be deemed to have acquired a situs in the State for the purpose of the Taxes; and

(b) shall not be deprived of the Free Port Exemptions because they are bound, divided, broken in bulk, labeled, relabeled, or repackaged while in the Warehouse;

(N) Directs that the appropriate authorities of the City issue the License to DCBS in the form attached hereto, incorporated herein by reference, and expressly made a part hereof as if fully copied herein, and requests that the Assessor take all actions in preparation of the tax rolls necessary and appropriate to implement such Free Port Exemption granted to DCBS beginning on the Commencement Date, and continuing for the Term, including making appropriate notations on the tax rolls so the Finished Goods

of DCBS will be treated as provided for in the resolution/order of the Council approving this Application and the issuance of the License;

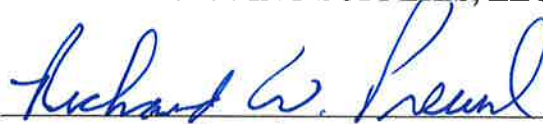
(O) Declares either that the Free Port Exemption will continue in full force and effect following the relocation of the Warehouse to another location within the City or that the City will, if necessary and permissible, grant a new Free Port Exemption to DCBS following a relocation of the Warehouse to another location within the City, and upon the same terms and conditions under, which the original Free Port Exemption was granted, subject to DCBS applying for a new License for the new location, which new License and/or Free Port Exemption the Council declares that the City will issue and/or grant, respectively; and

(P) Directs the City Clerk to record this Application, together with a copy of the order/resolution of the Council approving this Application, in the Minutes of the Council in a book kept in the City Clerk's office for such purposes and to forward a certified transcript of such approval by the Council of both the License for the Warehouse and this Application for the Free Port Exemption, including a copy of the order/resolution approving this Application, to the Assessor.

RESPECTFULLY SUBMITTED, on this the 30 day of March, 2020.

DIRT CHEAP BUILDING SUPPLIES, LLC

By:



Richard W. Preusch

Their: Chief Administrative Officer

STATE OF MISSISSIPPI

COUNTY OF FORREST

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, within my jurisdiction, the within named Richard W. Preusch, who, after being first duly sworn by me, on oath states that he is the Chief Administrative Officer of Dirt Cheap Building Supplies, LLC, a Delaware limited liability company, and that for and on behalf of the said company, and as its act and deed, he signed, executed and delivered the above and foregoing Application both for the purposes and on the date and year therein mentioned, after having first been duly authorized by said companies so to do.



RICHARD W. PREUSCH

SWORN TO AND SUBSCRIBED before me, under my hand and official seal of office, this the 30 day of March, 2020.



NOTARY PUBLIC

(NOTARIAL SEAL)

My Commission Expires:

May 1, 2022

52288891.v3



No. 76033
4/28/20

CITY OF HATTIESBURG
TAX DEPARTMENT
P.O. DRAWER 1898
HATTIESBURG, MS 39403-1898

10.00

RECEIVED FROM BUTLER/SNOW
TEN AND 00/100 ***** Dollars
Check - Number 200008762 10.00

ACCOUNT OF FREE PORT WAREHOUSE LICENSE FOR 6633 HWY
49 NORTH DIRT CHEAP BUILDING SUPPLIES,
LLC

FOR CREDIT OF: T/001 General Fund

Yel Young

NO. _____

FREE PORT WAREHOUSE LICENSE

NAME OF WAREHOUSE Dirt Cheap Building Supplies, LLC

PHYSICAL ADDRESS 6633 US Highway 49 North

LOCATION - COUNTY Forrest CITY Hattiesburg

This free port warehouse is to be operated according to the provisions of Section 27-31-51, et seq., Mississippi Code of 1972, as amended. This license shall not make lawful any act or anything declared to be unlawful by the State of Mississippi. This license is not transferable. If the warehouse changes ownership, a new license must be applied for and obtained.

This license is issued and the exemption becomes effective on the _____ day of _____, 2020, for a period of five (5) years ending December 31, 2024, per Resolution adopted _____, 2020.

Issued By _____

THIS LICENSE MUST BE PUBLICLY DISPLAYED AT ALL TIMES

RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF HATTIESBURG, MISSISSIPPI, APPROVING THE
ISSUANCE OF A FREE PORT WAREHOUSE LICENSE
TO DIRT CHEAP BUILDING SUPPLIES, LLC AND GRANTING
AN APPROPRIATE TAX EXEMPTION PURSUANT TO
SECTION 27-31-53, ET. SEQ. OF THE
MISSISSIPPI CODE

WHEREAS, Dirt Cheap Building Supplies, LLC, filed with the City of Hattiesburg a copy of its application for a Free Port Warehouse License, a copy of which is attached hereto; and

WHEREAS, Dirt Cheap Building Supplies, LLC, has requested of the City of Hattiesburg approval of its application for a Free Port Warehouse License and a tax exemption pursuant to law upon being licensed as a Free Port Warehouse by the Mississippi Department of Revenue; and

WHEREAS, the exemption requested shall be in the best interest of the public through promoting and fostering industry, and should be granted.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi, that the application of Dirt Cheap Building Supplies, LLC a Fee Port Warehouse License is hereby approved, and upon being properly licensed by the Mississippi Department of Revenue as a Free Port Warehouse, the personal property of the applicant which shall be consigned or transferred to its licensed Free Port Warehouse for storage in transit to a final destination outside the State of Mississippi shall be exempt from all ad valorem taxes for a period of five (5) years commencing on January 1, 2020 through December 31 2024 provided said company maintains its valid Free Port Warehouse Privilege License and abides by all requirements of the State Tax Commission and other laws of the State of Mississippi pertaining hereto.

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:

The President thereby declared the motion carried and the Resolution adopted, this the 5th day of May 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of May 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, May 5, 2020

Re: Adopt a Resolution approving the issuance of a Free Port Warehouse License to Dirt Cheap Building Supplies, LLC and granting the appropriate exemption pursuant to Section 27-31-51, et.seq., of the Mississippi Code.

File Number: 2020-287

Minute Book #

Summary

Adopt a Resolution approving the issuance of a Free Port Warehouse License to Dirt Cheap Building Supplies, LLC and granting the appropriate exemption pursuant to Section 27-31-51, et.seq., of the Mississippi Code. (Location site 5154 Hwy 42 Hattiesburg, MS 39401)

Recommendation Statement

I recommend adoption and approval of said exemption.

Please place this on the May 5, 2020 City Council meeting for consideration.

NO. _____

**FREE PORT WAREHOUSE
LICENSE**

NAME OF WAREHOUSE Dirt Cheap Building Supplies, LLC

PHYSICAL ADDRESS 5154 US Highway 42

LOCATION - COUNTY Forrest CITY Hattiesburg

This free port warehouse is to be operated according to the provisions of Section 27-31-51, et seq., Mississippi Code of 1972, as amended. This license shall not make lawful any act or anything declared to be unlawful by the State of Mississippi. This license is not transferable. If the warehouse changes ownership, a new license must be applied for and obtained.

This license is issued and the exemption becomes effective on the _____ day of _____, 2020, for a period of five (5) years ending December 31, 2024, per Resolution adopted _____, 2020.

Issued By _____

THIS LICENSE MUST BE PUBLICLY DISPLAYED AT ALL TIMES

**APPLICATION OF DIRT CHEAP BUILDING SUPPLIES, LLC FOR A FREE PORT
LICENSE AND FREE PORT EXEMPTION FROM AD VALOREM PERSONAL
PROPERTY TAXES, AS AUTHORIZED BY §§ 27-31-51, *ET SEQ.*, OF THE
MISSISSIPPI CODE OF 1972, AS AMENDED**

TO THE HONORABLE MAYOR AND CITY COUNCIL
OF THE CITY OF HATTIESBURG, MISSISSIPPI:

COMES NOW Dirt Cheap Building Supplies, LLC ("**DCBS**"), by and through Richard W. Preusch, its Chief Administrative Officer, and files, in triplicate and under oath, this its written Application for a Free Port Warehouse Privilege License ("**License**") and an exemption ("**Free Port Exemption**") from ad valorem personal property taxation ("**Taxes**") pursuant to §§ 27-31-51, *et seq.* (collectively "**Statutes**"), of the Mississippi Code of 1972, as amended ("**Code**"), and respectfully represent unto this Honorable Mayor and City Council (collectively "**Council**") of the City of Hattiesburg ("**City**"), State of Mississippi ("**State**"), as follows:

I.

CCM Support Services, LLC ("**CCM Services**") operates a warehousing/distribution enterprise ("**Enterprise**") in the City at three warehouse/distribution centers (collectively, "**Warehouses**") owned by its related/affiliated brother/sister entity, CCM Capital Assets, LLC ("**CCM Assets**" together with CCM Services, collectively "**CCM Owner/Operator**") and located at 6633 and 6892 US Highway 49 North and 5154 US Highway 42 in the City for the receipt, handling, processing, storage, warehousing, distribution and shipment by DCBS of its inventories ("**Inventories**") of finished goods ("**Finished Goods**"). DCBS is a member of the following group of brother/sister companies (collectively, the "**CCM Group**"), including the CCM Owner/Operator, Treasure Hunt, LLC ("**Treasure Hunt**"); Dirt Cheap I, LLC, which was formerly named "Dirt Cheap, LLC" ("**Dirt Cheap**"); and CCM Wholesale, LLC ("**CCM Wholesale**," together with Treasure Hunt, Dirt Cheap, and DCBS, collectively, the "**CCM Stores**").

II.

The Warehouses are utilized by the CCM Group for the handling, storage and shipment of its Inventories of Finished Goods of the CCM Stores, including DCBS. CCM Owner/Operator operates each of the Warehouses as private processing and storage facility. The Warehouses regularly engage in the receipt, handling, distribution, storage and shipment of personal property in the form of the Finished Goods of CCM Stores, which have been transferred and consigned to such Warehouses for storage and handling.

III.

A portion of all of such Finished Goods of the CCM Stores handled by the Warehouses will be transferred to such Warehouses for storage and handling in transit to a final destination outside the State ("**Out-of-State Inventories**"). Consequently, CCM Owner/Operator has

previously been jointly issued a Free Port Warehouse License dated July 08, 2010 for each of the Warehouses ("Licenses") by the Board in order both to recognize the qualification of each of the Warehouses as a "free port warehouse" under the definition thereof set forth in § 27-31-51 of the Code and to operate each of the Warehouses as a licensed "free port warehouse" according to the provisions of the Statutes (collectively the "Licensed Warehouses").

IV.

As authorized by § 27-31-53 of the Code and in addition to all other exemptions granted under the laws of the State, all of DCBS's Finished Goods in transit through the State which are (1) moving in interstate commerce through or over the territory of the State, or (2) consigned or transferred to CCM Group's private "free port warehouse" located at the Warehouses within the City for storage in transit to a final destination outside the State, whether specified when transportation begins or afterwards, may, in the discretion of, and for such period of time as prescribed by, the Council, be exempt from all Taxes, including Taxes for school district purposes ("School Taxes"), imposed thereon by the City under the Free Port Exemption. Furthermore, such Finished Goods exempted therefrom should not be deemed to have acquired a situs in the State for the purposes of such Taxes and should not be deprived of the Free Port Exemption because, while in the Warehouse, the Finished Goods are bound, divided, broken in bulk, labeled, relabeled, or repackaged.

V.

Pursuant to § 27-31-55 of the Code, CCM Owner/Operator and DCBS will keep all required books and records and will file all required reports and inventories of its Finished Goods with the Tax Assessor of the County ("Assessor"), which the Assessor can utilize in making a determination of Taxes, if any, on the Finished Goods to be paid by DCBS at the conclusion of each applicable calendar year. Pursuant to § 27-31-57 of the Code, all of such books and records of CCM Owner/Operator and DCBS shall be subject to inspection by the duly authorized agents of the appropriate taxing authorities.

VI.

The CCM Group presently provides jobs, employment, and payroll through the Enterprise in the City for its employees, including at the Warehouses. Therefore, the Warehouses assists directly in creating and maintaining the existing jobs and in providing payroll for the Enterprise in the City, as well as indirectly in the creation and preservation of other ancillary jobs in the City and in an additional overall positive indirect economic benefit to the City.

VII.

CCM Owner/Operator and Building Supplies are operating the Licensed Warehouses in the City which is and will be warehousing Finished Goods which will be held in the Inventories of DCBS at the Warehouses in the City, and CCM Group is creating and maintaining the City Jobs, and has and will, therefore, due to the economic impact, be making a major contribution and commitment to the present and future economic development of the City. In order to remain

competitive, DCBS necessarily has to pursue any and all available incentives, such as the Free Port Exemptions.

VIII.

Therefore, pursuant to the provisions of the Statutes, DCBS respectfully requests that the Council grant to DCBS a License for the Warehouses and a Free Port Exemption from all Taxes, including School Taxes, otherwise imposed by the City on such Finished Goods of DCBS located in the Warehouses.

IX.

The maximum term of the Free Port Exemption under the Statutes is unlimited. Therefore, as provided by the current tax exemption policy of the City, DCBS hereby requests that the Council grant such Free Port Exemption for an unlimited period ("Term").

X.

In compliance with the terms of the Statute, DCBS is hereby applying for a Free Port Exemption. Therefore, as authorized by the Statutes, DCBS respectfully hereby requests that the Board grant to DCBS a Free Port Exemption from all Taxes, including School Taxes, otherwise imposed by the County on such Out-of-State Inventories of DCBS located in the Licensed Warehouses upon the same terms as granted to the other CCM Stores.

XI.

Therefore, pursuant to the provisions of the Statutes, DCBS respectfully requests that the Council grant to DCBS such Free Port Exemption from all Taxes, including School Taxes, otherwise imposed by the City for the Term, with such Free Port Exemption to begin January 1, 2020 ("Commencement Date") and to continue for the Term.

XII.

Sufficient consideration in the form of the Economic Impact and certain other good and valuable nonmonetary consideration ("Consideration") have been and will be received by the City from CCM Group to support the approval of the granting of the Free Port Exemptions by the City.

XIII.

The Council is authorized and empowered by the provisions of the Statutes both to authorize the issuance of the License to DCBS for the Warehouses and to grant a Free Port Exemption to DCBS with respect to the Finished Goods of DCBS which are and will be located in the Warehouses so licensed within the City.

WHEREFORE, PREMISES CONSIDERED, DCBS prays (1) that this Application be received, filed, reviewed and approved by the Area Development Partnership ("Developer"), City Attorney, and all other appropriate City authorities, and then placed in line for consideration

on the agenda of the appropriate Council meeting; and (2) that, upon its approval of this Application, the Council will spread upon its Minutes an order/resolution which:

(A) Finds that each of the Licensed Warehouses is a "free port warehouse" for which a joint License has been issued to CCM Owner/Operator by the City under the provisions of the Statutes, and DCBS is, therefore, eligible for both the issuance of a License to DCBS and the grant to DCBS of a Free Port Exemption from all such Taxes, including School Taxes, imposed by the City on its Finished Goods located in the Warehouses in an amount annually to be determined by the Assessor, as provided by State law;

(B) Approves the issuance of a License to DCBS for such Warehouse by the City and the granting to DCBS of a Free Port Exemption as requested herein from all Taxes, including School Taxes, on all of its Finished Goods located in the Warehouse beginning with the Commencement Date and continuing for the Term, pursuant to the Statutes;

(C) Finds that this Application for the Free Port Exemption submitted by DCBS, as provided by State law and pursuant to the Statutes, should be approved beginning as of the Commencement Date and continuing for the Term, subject to the issuance by the City to DCBS of the License.

(D) Finds that the Enterprise has and will continue to provide employment and a payroll in the City and that the Council should acknowledge CCM Group's contribution and commitment to the economic development of the City by exercising its discretionary authority to issue such License and granting such Free Port Exemption to DCBS;

(E) Finds that the present and future health, safety, convenience, prosperity, pursuit of happiness and of gainful employment, public interest, and general welfare of the citizens of the City necessitate, as a public purpose, that the City continue to encourage a program of economic development and expansion in order to further both the present and future long-term economic development of the City through the improvement of its tax base by attracting and assisting enterprises providing employment to its citizens, through the approval of exemptions to assist businesses which are deemed necessary or desirable for the economic development and advancement of the City;

(F) Finds that, in order to promote the economic development of the City so as to provide additional gainful employment for its citizens, the Council should issue such License to DCBS and grant the Free Port Exemption to DCBS for its Finished Goods;

(G) Finds that the Council, does, therefore, desire, on behalf of the City, to issue such License to DCBS and to grant the Free Port Exemption to DCBS;

(H) Finds that DCBS is eligible for a License and for the Free Port Exemption from all Taxes imposed by the City on its Finished Goods, including School Taxes, in an

amount to be determined annually by the Assessor, as provided by State law, beginning with the Commencement Date and continuing for the Term;

(I) Finds that the financial ability, technical qualifications, and business experience of CCM Group are such that the operation of the Enterprise has and will promote the industrialization of the City and State, has and will supply employment to the citizens of the City and State, and has and will promote the development of the City and surrounding community; that the Developer, the City Attorney, and all other appropriate City authorities have reviewed and approved this Application of DCBS; and that the Developer has recommended to the Council that it should issue a License to DCBS and grant the Free Port Exemptions to DCBS;

(J) Finds that, following the issuance by the City to DCBS of the License, DCBS will be the operator of licensed free port warehouses in the City and that DCBS will thus be eligible for a Free Port Exemption from all Taxes, including School Taxes, imposed by the City on its Finished Goods located in the Warehouse, in an amount annually to be determined by the Assessor, as provided by State law;

(K) Directs that a certified copy of this filed Application and a certified transcript of such approval by the Council of this Application for both the License and the Free Port Exemption, including such resolution/order of approval thereof, be forwarded to the Assessor;

(L) Grants, automatically and without the necessity of any further or additional official action by the Council in order to do so, a Free Port Exemption to DCBS, beginning with the Commencement Date and continuing for the Term, upon the issuance of the License by the City to DCBS for the Warehouse;

(M) Declares that the Finished Goods of DCBS which are subject to the Free Port Exemption:

(a) shall not be deemed to have acquired a situs in the State for the purpose of the Taxes; and

(b) shall not be deprived of the Free Port Exemptions because they are bound, divided, broken in bulk, labeled, relabeled, or repackaged while in the Warehouse;

(N) Directs that the appropriate authorities of the City issue the License to DCBS in the form attached hereto, incorporated herein by reference, and expressly made a part hereof as if fully copied herein, and requests that the Assessor take all actions in preparation of the tax rolls necessary and appropriate to implement such Free Port Exemption granted to DCBS beginning on the Commencement Date, and continuing for the Term, including making appropriate notations on the tax rolls so the Finished Goods

of DCBS will be treated as provided for in the resolution/order of the Council approving this Application and the issuance of the License;

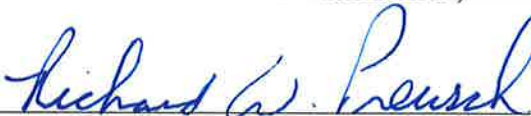
(O) Declares either that the Free Port Exemption will continue in full force and effect following the relocation of the Warehouse to another location within the City or that the City will, if necessary and permissible, grant a new Free Port Exemption to DCBS following a relocation of the Warehouse to another location within the City, and upon the same terms and conditions under, which the original Free Port Exemption was granted, subject to DCBS applying for a new License for the new location, which new License and/or Free Port Exemption the Council declares that the City will issue and/or grant, respectively; and

(P) Directs the City Clerk to record this Application, together with a copy of the order/resolution of the Council approving this Application, in the Minutes of the Council in a book kept in the City Clerk's office for such purposes and to forward a certified transcript of such approval by the Council of both the License for the Warehouse and this Application for the Free Port Exemption, including a copy of the order/resolution approving this Application, to the Assessor.

RESPECTFULLY SUBMITTED, on this the 30 day of March, 2020.

DIRT CHEAP BUILDING SUPPLIES, LLC

By:


Richard W. Preusch

Their: Chief Administrative Officer

STATE OF MISSISSIPPI

COUNTY OF FORREST

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, within my jurisdiction, the within named Richard W. Preusch, who, after being first duly sworn by me, on oath states that he is the Chief Administrative Officer of Dirt Cheap Building Supplies, LLC, a Delaware limited liability company, and that for and on behalf of the said company, and as its act and deed, he signed, executed and delivered the above and foregoing Application both for the purposes and on the date and year therein mentioned, after having first been duly authorized by said companies so to do.


RICHARD W. PREUSCH

SWORN TO AND SUBSCRIBED before me, under my hand and official seal of office, this the 30 day of March, 2020.


NOTARY PUBLIC

(NOTARY SEAL)



52288891.v3

RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF HATTIESBURG, MISSISSIPPI, APPROVING THE
ISSUANCE OF A FREE PORT WAREHOUSE LICENSE
TO DIRT CHEAP BUILDING SUPPLIES, LLC AND GRANTING
AN APPROPRIATE TAX EXEMPTION PURSUANT TO
SECTION 27-31-53, ET. SEQ. OF THE
MISSISSIPPI CODE

WHEREAS, Dirt Cheap Building Supplies, LLC, filed with the City of Hattiesburg a copy of its application for a Free Port Warehouse License, a copy of which is attached hereto; and

WHEREAS, Dirt Cheap Building Supplies, LLC, has requested of the City of Hattiesburg approval of its application for a Free Port Warehouse License and a tax exemption pursuant to law upon being licensed as a Free Port Warehouse by the Mississippi Department of Revenue; and

WHEREAS, the exemption requested shall be in the best interest of the public through promoting and fostering industry, and should be granted.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi, that the application of Dirt Cheap Building Supplies, LLC a Fee Port Warehouse License is hereby approved, and upon being properly licensed by the Mississippi Department of Revenue as a Free Port Warehouse, the personal property of the applicant which shall be consigned or transferred to its licensed Free Port Warehouse for storage in transit to a final destination outside the State of Mississippi shall be exempt from all ad valorem taxes for a period of five (5) years commencing on January 1, 2020 through December 31 2024 provided said company maintains its valid Free Port Warehouse Privilege License and abides by all requirements of the State Tax Commission and other laws of the State of Mississippi pertaining hereto.

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:

The President thereby declared the motion carried and the Resolution adopted, this the 5th day of May 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of May 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

CITY OF HATTIESBURG
TAX DEPARTMENT
P.O. DRAWER 1898
HATTIESBURG, MS 39403-1898

No. 76035
4/28/20

10.00

RECEIVED FROM BUTLER/SNOW
TEN AND 00/100 ***** Dollars
Check - Number 200008762 10.00

ACCOUNT OF FREE PORT WAREHOUSE LICENSE FOR 5154 HWY
42 DIRT CHEAP BUILDING SUPPLIES, LLC

FOR CREDIT OF: T/001 General Fund

H. Young



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, May 5, 2020

Re: Adopt a Resolution approving the issuance of a Free Port Warehouse License to Dirt Cheap Building Supplies, LLC and granting the appropriate exemption pursuant to Section 27-31-51, et.seq., of the Mississippi Code.

File Number: 2020-288

Minute Book #

Summary

Adopt a Resolution approving the issuance of a Free Port Warehouse License to Dirt Cheap Building Supplies, LLC and granting the appropriate exemption pursuant to Section 27-31-51, et.seq., of the Mississippi Code. (Location site 6892 Hwy 49 North Hattiesburg, Ms.)

Recommendation Statement

I recommend adoption and approval of said exemption.

Please place this on the May 5, 2020 City Council meeting for consideration.

CITY OF HATTIESBURG
TAX DEPARTMENT
P.O. DRAWER 1898
HATTIESBURG, MS 39403-1898

No. 76034
4/28/20

10.00

RECEIVED FROM BUTLER/SNOW
TEN AND 00/100 ***** Dollars
Check - Number 200008762 10.00

ACCOUNT OF FREE PORT WAREHOUSE LICENSE FOR 6892 HWY
49 NORTH DIRT CHEAP BUILDING SUPPLIES,
LLC

FOR CREDIT OF: T/001 General Fund

Yael Young

NO. _____

**FREE PORT WAREHOUSE
LICENSE**

NAME OF WAREHOUSE Dirt Cheap Building Supplies, LLC

PHYSICAL ADDRESS 6892 US Highway 49 North

LOCATION - COUNTY Forrest CITY Hattiesburg

This free port warehouse is to be operated according to the provisions of Section 27-31-51, et seq., Mississippi Code of 1972, as amended. This license shall not make lawful any act or anything declared to be unlawful by the State of Mississippi. This license is not transferable. If the warehouse changes ownership, a new license must be applied for and obtained.

This license is issued and the exemption becomes effective on the _____ day of _____, 2020, for a period of five (5) years ending December 31, 2024, per Resolution adopted _____, 2020.

Issued By _____

THIS LICENSE MUST BE PUBLICLY DISPLAYED AT ALL TIMES

**APPLICATION OF DIRT CHEAP BUILDING SUPPLIES, LLC FOR A FREE PORT
LICENSE AND FREE PORT EXEMPTION FROM AD VALOREM PERSONAL
PROPERTY TAXES, AS AUTHORIZED BY §§ 27-31-51, *ET SEQ.*, OF THE
MISSISSIPPI CODE OF 1972, AS AMENDED**

TO THE HONORABLE MAYOR AND CITY COUNCIL
OF THE CITY OF HATTIESBURG, MISSISSIPPI:

COMES NOW Dirt Cheap Building Supplies, LLC ("**DCBS**"), by and through Richard W. Preusch, its Chief Administrative Officer, and files, in triplicate and under oath, this its written Application for a Free Port Warehouse Privilege License ("**License**") and an exemption ("**Free Port Exemption**") from ad valorem personal property taxation ("**Taxes**") pursuant to §§ 27-31-51, *et seq.* (collectively "**Statutes**"), of the Mississippi Code of 1972, as amended ("**Code**"), and respectfully represent unto this Honorable Mayor and City Council (collectively "**Council**") of the City of Hattiesburg ("**City**"), State of Mississippi ("**State**"), as follows:

I.

CCM Support Services, LLC ("**CCM Services**") operates a warehousing/distribution enterprise ("**Enterprise**") in the City at three warehouse/distribution centers (collectively, "**Warehouses**") owned by its related/affiliated brother/sister entity, CCM Capital Assets, LLC ("**CCM Assets**") together with CCM Services, collectively "**CCM Owner/Operator**") and located at 6633 and 6892 US Highway 49 North and 5154 US Highway 42 in the City for the receipt, handling, processing, storage, warehousing, distribution and shipment by DCBS of its inventories ("**Inventories**") of finished goods ("**Finished Goods**"). DCBS is a member of the following group of brother/sister companies (collectively, the "**CCM Group**"), including the CCM Owner/Operator, Treasure Hunt, LLC ("**Treasure Hunt**"); Dirt Cheap I, LLC, which was formerly named "Dirt Cheap, LLC" ("**Dirt Cheap**"); and CCM Wholesale, LLC ("**CCM Wholesale**," together with Treasure Hunt, Dirt Cheap, and DCBS, collectively, the "**CCM Stores**").

II.

The Warehouses are utilized by the CCM Group for the handling, storage and shipment of its Inventories of Finished Goods of the CCM Stores, including DCBS. CCM Owner/Operator operates each of the Warehouses as private processing and storage facility. The Warehouses regularly engage in the receipt, handling, distribution, storage and shipment of personal property in the form of the Finished Goods of CCM Stores, which have been transferred and consigned to such Warehouses for storage and handling.

III.

A portion of all of such Finished Goods of the CCM Stores handled by the Warehouses will be transferred to such Warehouses for storage and handling in transit to a final destination outside the State ("**Out-of-State Inventories**"). Consequently, CCM Owner/Operator has

previously been jointly issued a Free Port Warehouse License dated July 08, 2010 for each of the Warehouses ("Licenses") by the Board in order both to recognize the qualification of each of the Warehouses as a "free port warehouse" under the definition thereof set forth in § 27-31-51 of the Code and to operate each of the Warehouses as a licensed "free port warehouse" according to the provisions of the Statutes (collectively the "Licensed Warehouses").

IV.

As authorized by § 27-31-53 of the Code and in addition to all other exemptions granted under the laws of the State, all of DCBS's Finished Goods in transit through the State which are (1) moving in interstate commerce through or over the territory of the State, or (2) consigned or transferred to CCM Group's private "free port warehouse" located at the Warehouses within the City for storage in transit to a final destination outside the State, whether specified when transportation begins or afterwards, may, in the discretion of, and for such period of time as prescribed by, the Council, be exempt from all Taxes, including Taxes for school district purposes ("School Taxes"), imposed thereon by the City under the Free Port Exemption. Furthermore, such Finished Goods exempted therefrom should not be deemed to have acquired a situs in the State for the purposes of such Taxes and should not be deprived of the Free Port Exemption because, while in the Warehouse, the Finished Goods are bound, divided, broken in bulk, labeled, relabeled, or repackaged.

V.

Pursuant to § 27-31-55 of the Code, CCM Owner/Operator and DCBS will keep all required books and records and will file all required reports and inventories of its Finished Goods with the Tax Assessor of the County ("Assessor"), which the Assessor can utilize in making a determination of Taxes, if any, on the Finished Goods to be paid by DCBS at the conclusion of each applicable calendar year. Pursuant to § 27-31-57 of the Code, all of such books and records of CCM Owner/Operator and DCBS shall be subject to inspection by the duly authorized agents of the appropriate taxing authorities.

VI.

The CCM Group presently provides jobs, employment, and payroll through the Enterprise in the City for its employees, including at the Warehouses. Therefore, the Warehouses assists directly in creating and maintaining the existing jobs and in providing payroll for the Enterprise in the City, as well as indirectly in the creation and preservation of other ancillary jobs in the City and in an additional overall positive indirect economic benefit to the City.

VII.

CCM Owner/Operator and Building Supplies are operating the Licensed Warehouses in the City which is and will be warehousing Finished Goods which will be held in the Inventories of DCBS at the Warehouses in the City, and CCM Group is creating and maintaining the City Jobs, and has and will, therefore, due to the economic impact, be making a major contribution and commitment to the present and future economic development of the City. In order to remain

competitive, DCBS necessarily has to pursue any and all available incentives, such as the Free Port Exemptions.

VIII.

Therefore, pursuant to the provisions of the Statutes, DCBS respectfully requests that the Council grant to DCBS a License for the Warehouses and a Free Port Exemption from all Taxes, including School Taxes, otherwise imposed by the City on such Finished Goods of DCBS located in the Warehouses.

IX.

The maximum term of the Free Port Exemption under the Statutes is unlimited. Therefore, as provided by the current tax exemption policy of the City, DCBS hereby requests that the Council grant such Free Port Exemption for an unlimited period ("**Term**").

X.

In compliance with the terms of the Statute, DCBS is hereby applying for a Free Port Exemption. Therefore, as authorized by the Statutes, DCBS respectfully hereby requests that the Board grant to DCBS a Free Port Exemption from all Taxes, including School Taxes, otherwise imposed by the County on such Out-of-State Inventories of DCBS located in the Licensed Warehouses upon the same terms as granted to the other CCM Stores.

XI.

Therefore, pursuant to the provisions of the Statutes, DCBS respectfully requests that the Council grant to DCBS such Free Port Exemption from all Taxes, including School Taxes, otherwise imposed by the City for the Term, with such Free Port Exemption to begin January 1, 2020 ("**Commencement Date**") and to continue for the Term.

XII.

Sufficient consideration in the form of the Economic Impact and certain other good and valuable nonmonetary consideration ("**Consideration**") have been and will be received by the City from CCM Group to support the approval of the granting of the Free Port Exemptions by the City.

XIII.

The Council is authorized and empowered by the provisions of the Statutes both to authorize the issuance of the License to DCBS for the Warehouses and to grant a Free Port Exemption to DCBS with respect to the Finished Goods of DCBS which are and will be located in the Warehouses so licensed within the City.

WHEREFORE, PREMISES CONSIDERED, DCBS prays (1) that this Application be received, filed, reviewed and approved by the Area Development Partnership ("**Developer**"), City Attorney, and all other appropriate City authorities, and then placed in line for consideration

on the agenda of the appropriate Council meeting; and (2) that, upon its approval of this Application, the Council will spread upon its Minutes an order/resolution which:

(A) Finds that each of the Licensed Warehouses is a "free port warehouse" for which a joint License has been issued to CCM Owner/Operator by the City under the provisions of the Statutes, and DCBS is, therefore, eligible for both the issuance of a License to DCBS and the grant to DCBS of a Free Port Exemption from all such Taxes, including School Taxes, imposed by the City on its Finished Goods located in the Warehouses in an amount annually to be determined by the Assessor, as provided by State law;

(B) Approves the issuance of a License to DCBS for such Warehouse by the City and the granting to DCBS of a Free Port Exemption as requested herein from all Taxes, including School Taxes, on all of its Finished Goods located in the Warehouse beginning with the Commencement Date and continuing for the Term, pursuant to the Statutes;

(C) Finds that this Application for the Free Port Exemption submitted by DCBS, as provided by State law and pursuant to the Statutes, should be approved beginning as of the Commencement Date and continuing for the Term, subject to the issuance by the City to DCBS of, the License.

(D) Finds that the Enterprise has and will continue to provide employment and a payroll in the City and that the Council should acknowledge CCM Group's contribution and commitment to the economic development of the City by exercising its discretionary authority to issue such License and granting such Free Port Exemption to DCBS;

(E) Finds that the present and future health, safety, convenience, prosperity, pursuit of happiness and of gainful employment, public interest, and general welfare of the citizens of the City necessitate, as a public purpose, that the City continue to encourage a program of economic development and expansion in order to further both the present and future long-term economic development of the City through the improvement of its tax base by attracting and assisting enterprises providing employment to its citizens, through the approval of exemptions to assist businesses which are deemed necessary or desirable for the economic development and advancement of the City;

(F) Finds that, in order to promote the economic development of the City so as to provide additional gainful employment for its citizens, the Council should issue such License to DCBS and grant the Free Port Exemption to DCBS for its Finished Goods;

(G) Finds that the Council, does, therefore, desire, on behalf of the City, to issue such License to DCBS and to grant the Free Port Exemption to DCBS;

(H) Finds that DCBS is eligible for a License and for the Free Port Exemption from all Taxes imposed by the City on its Finished Goods, including School Taxes, in an

amount to be determined annually by the Assessor, as provided by State law, beginning with the Commencement Date and continuing for the Term;

(I) Finds that the financial ability, technical qualifications, and business experience of CCM Group are such that the operation of the Enterprise has and will promote the industrialization of the City and State, has and will supply employment to the citizens of the City and State, and has and will promote the development of the City and surrounding community; that the Developer, the City Attorney, and all other appropriate City authorities have reviewed and approved this Application of DCBS; and that the Developer has recommended to the Council that it should issue a License to DCBS and grant the Free Port Exemptions to DCBS;

(J) Finds that, following the issuance by the City to DCBS of the License, DCBS will be the operator of licensed free port warehouses in the City and that DCBS will thus be eligible for a Free Port Exemption from all Taxes, including School Taxes, imposed by the City on its Finished Goods located in the Warehouse, in an amount annually to be determined by the Assessor, as provided by State law;

(K) Directs that a certified copy of this filed Application and a certified transcript of such approval by the Council of this Application for both the License and the Free Port Exemption, including such resolution/order of approval thereof, be forwarded to the Assessor;

(L) Grants, automatically and without the necessity of any further or additional official action by the Council in order to do so, a Free Port Exemption to DCBS, beginning with the Commencement Date and continuing for the Term, upon the issuance of the License by the City to DCBS for the Warehouse;

(M) Declares that the Finished Goods of DCBS which are subject to the Free Port Exemption:

(a) shall not be deemed to have acquired a situs in the State for the purpose of the Taxes; and

(b) shall not be deprived of the Free Port Exemptions because they are bound, divided, broken in bulk, labeled, relabeled, or repackaged while in the Warehouse;

(N) Directs that the appropriate authorities of the City issue the License to DCBS in the form attached hereto, incorporated herein by reference, and expressly made a part hereof as if fully copied herein, and requests that the Assessor take all actions in preparation of the tax rolls necessary and appropriate to implement such Free Port Exemption granted to DCBS beginning on the Commencement Date, and continuing for the Term, including making appropriate notations on the tax rolls so the Finished Goods

of DCBS will be treated as provided for in the resolution/order of the Council approving this Application and the issuance of the License;

(O) Declares either that the Free Port Exemption will continue in full force and effect following the relocation of the Warehouse to another location within the City or that the City will, if necessary and permissible, grant a new Free Port Exemption to DCBS following a relocation of the Warehouse to another location within the City, and upon the same terms and conditions under, which the original Free Port Exemption was granted, subject to DCBS applying for a new License for the new location, which new License and/or Free Port Exemption the Council declares that the City will issue and/or grant, respectively; and

(P) Directs the City Clerk to record this Application, together with a copy of the order/resolution of the Council approving this Application, in the Minutes of the Council in a book kept in the City Clerk's office for such purposes and to forward a certified transcript of such approval by the Council of both the License for the Warehouse and this Application for the Free Port Exemption, including a copy of the order/resolution approving this Application, to the Assessor.

RESPECTFULLY SUBMITTED, on this the 30 day of March, 2020.

DIRT CHEAP BUILDING SUPPLIES, LLC

By:



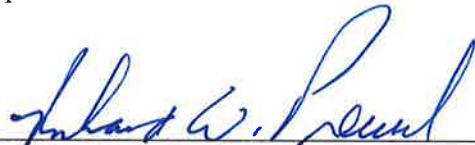
Richard W. Preusch

Their: Chief Administrative Officer

STATE OF MISSISSIPPI

COUNTY OF FORREST

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, within my jurisdiction, the within named Richard W. Preusch, who, after being first duly sworn by me, on oath states that he is the Chief Administrative Officer of Dirt Cheap Building Supplies, LLC, a Delaware limited liability company, and that for and on behalf of the said company, and as its act and deed, he signed, executed and delivered the above and foregoing Application both for the purposes and on the date and year therein mentioned, after having first been duly authorized by said companies so to do.



RICHARD W. PREUSCH

SWORN TO AND SUBSCRIBED before me, under my hand and official seal of office, this the 30 day of March, 2020.



NOTARY PUBLIC



52288891.v3

RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF HATTIESBURG, MISSISSIPPI, APPROVING THE
ISSUANCE OF A FREE PORT WAREHOUSE LICENSE
TO DIRT CHEAP BUILDING SUPPLIES, LLC AND GRANTING
AN APPROPRIATE TAX EXEMPTION PURSUANT TO
SECTION 27-31-53, ET. SEQ. OF THE
MISSISSIPPI CODE

WHEREAS, Dirt Cheap Building Supplies, LLC, filed with the City of Hattiesburg a copy of its application for a Free Port Warehouse License, a copy of which is attached hereto; and

WHEREAS, Dirt Cheap Building Supplies, LLC, has requested of the City of Hattiesburg approval of its application for a Free Port Warehouse License and a tax exemption pursuant to law upon being licensed as a Free Port Warehouse by the Mississippi Department of Revenue; and

WHEREAS, the exemption requested shall be in the best interest of the public through promoting and fostering industry, and should be granted.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi, that the application of Dirt Cheap Building Supplies, LLC a Fee Port Warehouse License is hereby approved, and upon being properly licensed by the Mississippi Department of Revenue as a Free Port Warehouse, the personal property of the applicant which shall be consigned or transferred to its licensed Free Port Warehouse for storage in transit to a final destination outside the State of Mississippi shall be exempt from all ad valorem taxes for a period of five (5) years commencing on January 1, 2020 through December 31 2024 provided said company maintains its valid Free Port Warehouse Privilege License and abides by all requirements of the State Tax Commission and other laws of the State of Mississippi pertaining hereto.

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:

The President thereby declared the motion carried and the Resolution adopted, this the 5th day of May 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of May 2020.

ATTEST:

CITY CLERK

APPROVED:

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, May 5, 2020

Re: Adopt a Resolution approving the issuance of a Free Port Warehouse License to Kohler and granting the appropriate exemption pursuant to Section 27-31-51, et.seq., of the Mississippi Code.

File Number: 2020-290
Minute Book #

Summary

Adopt a Resolution approving the issuance of a Free Port Warehouse License to Kohler and granting the appropriate exemption pursuant to Section 27-31-51, et.seq., of the Mississippi Code.

Recommendation Statement

I recommend adoption and approval of said exemption.

Please place this on the May 5, 2020 City Council meeting for consideration.

CITY OF HATTIESBURG
TAX DEPARTMENT
P.O. DRAWER 1898
HATTIESBURG, MS 39403-1898

No. 76032
4/28/20

10.00

RECEIVED FROM KOHLER
TEN AND 00/100 ***** Dollars
Check - Number 0045029685 10.00

ACCOUNT OF FREE PORTWAREHOUSE LICENSE FOR 95 WL
RUNNELLS INDUSTRIAL DR.

FOR CREDIT OF: T/001 General Fund

Yael Young

**APPLICATION
FREE PORT WAREHOUSE
LICENSE**

*AS AUTHORIZED BY SECTION 27-31-51, et seq.,
MISSISSIPPI CODE OF 1972, AS AMENDED*

NAME OF WAREHOUSE Kohler Co.
PHYSICAL ADDRESS 95 WL Runnells Industrial Drive, Hattiesburg, MS 39401
TYPE OF PROPERTY SHIPPED Engines TOTAL VALUE OF PROPERTY _____
PERCENTAGE OF PROPERTY SHIPMENTS WITHIN MISSISSIPPI 0.004519
LOCATION - COUNTY Forrest CITY Hattiesburg

The applicant request that the Board approve this application and grant the license by declaring that the above warehouse be exempt from all ad valorem taxation on personal property shipped out of state during the calendar year. The applicant is qualified to make application for exemption and has submitted the license fee. This information is true and correct as certified by the applicant. This application is submitted on the 23rd day of March, 2020.

Kohler Co.
Applicant (Name of Taxpayer)
By: Edward J. Devine
Title: Vice President-Taxation

ATTEST:


Notary Public
State of Wisconsin
My Commission expires on: 3/7/22

FREE PORT WAREHOUSE
REPORT OF INVENTORY MOVEMENT
FOR PERIOD JANUARY 1, 2019 THROUGH DECEMBER 31, 2019

Name of Warehouse Kohler Co.

Location Hattiesburg City Hattiesburg County Forrest

Mailing Address 444 Highland Drive, Kohler, WI 53044

1. Total shipments of all personal property.	<u>124,461,814</u>
2. Total shipments within Mississippi.	<u>562,440</u>
3. Percentage of shipments within Mississippi.	<u>0.004519</u>
4. Amount of property subject to tax, 1/1/ 20 <u>19</u> . (# 3 x previous year Report of Inventory # 1) 27,782,025 X .004519	<u>125,546</u>
5. Prior estimate (Previous Report of Inventory)	<u>82,500</u>
6. Personal property to be back assessed. (# 4 less # 5)	<u>43,046</u>

This report is prepared and filed under the terms and provisions of Section 27-31-55, Mississippi Code of 1972, as amended. It is certified that the above information is true and correct. This report is submitted on the 23rd day of March, 2020.

By 
Title Vice President-Taxation

This report shall be submitted to the **Tax Assessor** no later than **March 31** of each year.

FREE PORT WAREHOUSE
REPORT OF INVENTORY
JANUARY 1, 20 20

Name of Warehouse Kohler Co.

Location Hattiesburg City Hattiesburg County Forrest

Mailing Address 444 Highland Drive, Kohler, WI 53044

1. Total value of personal property as of 1/1/20 19. 37,307,757
2. Estimated percentage of personal property to
be shipped within Mississippi. .004519
3. Amount of personal property to be assessed
(Multiply Item 1 times Item 2). 168,593

This report is prepared and filed under the terms and provisions of Section 27-31-55, Mississippi Code of 1972, as amended. It is certified that the above information is true and correct. This report is submitted on the 23rd day of March, 2020.

By Edward J. Deane

Title Vice President-Taxation

This report shall be submitted to the **Tax Assessor** no later than **March 31** of each year.

RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF HATTIESBURG, MISSISSIPPI, APPROVING THE
ISSUANCE OF A FREE PORT WAREHOUSE LICENSE
TO KOHLER AND GRANTING
AN APPROPRIATE TAX EXEMPTION PURSUANT TO
SECTION 27-31-53, ET. SEQ. OF THE
MISSISSIPPI CODE

WHEREAS, Kohler, filed with the City of Hattiesburg a copy of its application for a Free Port Warehouse License, a copy of which is attached hereto; and

WHEREAS, Kohler, has requested of the City of Hattiesburg approval of its application for a Free Port Warehouse License and a tax exemption pursuant to law upon being licensed as a Free Port Warehouse by the Mississippi Department of Revenue; and

WHEREAS, the exemption requested shall be in the best interest of the public through promoting and fostering industry, and should be granted.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi, that the application of Kohler a Fee Port Warehouse License is hereby approved, and upon being properly licensed by the Mississippi Department of Revenue as a Free Port Warehouse, the personal property of the applicant which shall be consigned or transferred to its licensed Free Port Warehouse for storage in transit to a final destination outside the State of Mississippi shall be exempt from all ad valorem taxes for a period of five (5) years commencing on January 1, 2020 through December 31 2024 provided said company maintains its valid Free Port Warehouse Privilege License and abides by all requirements of the State Tax Commission and other laws of the State of Mississippi pertaining hereto.

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:

The President thereby declared the motion carried and the Resolution adopted, this the 5th day of May 2020.

(S E A L)

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of May 2020.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

NO.

FREE PORT WAREHOUSE LICENSE

NAME OF WAREHOUSE Kohler Co.

PHYSICAL ADDRESS 95 WL Runnells Industrial Drive, Hattiesburg, MS 39401

LOCATION - COUNTY Forrest County CITY Hattiesburg

This free port warehouse is to be operated according to the provisions of Section 27-31-51, et seq., Mississippi Code of 1972, as amended. This license shall not make lawful any act or anything declared to be unlawful by the State of Mississippi. This license is not transferable. If the warehouse changes ownership, a new license must be applied for and obtained.

This license is issued and the exemption becomes effective on the 23rd day of March, 2020.

Issued By _____

THIS LICENSE MUST BE PUBLICLY DISPLAYED AT ALL TIMES



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, May 5, 2020

Re: Adopt a Resolution authorizing Requisition No. 63 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: 2020-284
Minute Book #

Summary

Adopt a Resolution authorizing Requisition No. 63 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 May 5, 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. **63** 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. 63 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. **63** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$497,584.55** 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. **63** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Four Hundred Ninety-Seven Thousand Five Hundred Eighty-Four and 55/100 dollars (\$497,584.55)** 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. **63** in the total aggregate amount **Four Hundred Ninety-Seven Thousand Five Hundred Eighty-Four and 55/100 dollars (\$497,584.55)** 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 **5th** day of **May, 2020**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **5th** day of **May, 2020**.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

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

CITY OF HATTIESBURG, MISSISSIPPI

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

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser

Authorized Officer

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. **63** 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. 63 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. **63** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$497,584.55** 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. **63** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Four Hundred Ninety-Seven Thousand Five Hundred Eighty-Four and 55/100 dollars (\$497,584.55)** 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. **63** in the total aggregate amount **Four Hundred Ninety-Seven Thousand Five Hundred Eighty-Four and 55/100 dollars (\$497,584.55)** 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 **5th** day of **May, 2020**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **5th** day of **May, 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.: 63

DATE OF REQUISITION: 5/5/2020

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Neel-Schaffer P O Box 1487 Hattiesburg, MS 39403-1487	093695.7220.69	1,478.32	1064539	Camp Street Improvements Period: 03/01/20 - 03/31/20 MB 2019-227
2	Warren Paving, Inc. P O Box 572 Hattiesburg, MS 39403	093695.7220.70	31,700.19	15042	Sewer Improvements Ph VIII - Camp St. Area Period: 02/05/2020 MB 2019-271
3	Suncoast Infrastructure Inc. P O Box 397 1858 Hwy 49 South Florence, MS 39073	093695.7220.75	349,217.50	Pay Est No. 9	CIPP Project Period: 01/27/19 - 02/23/20 MB 2019-20
4	DNA Underground, LLC 16101 S. Swan Road Gulfport, MS 39503	093695.7220.74	115,188.54	Pay App. No. 8	Sewer Improvements Ph XII Period: 3/1/20 - 3/31/20 MB 2019-58
			<u>497,584.55</u>		

April 10, 2020

Project No: NS.15481.000

Invoice No: 1064539

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

Project NS.15481.000 Camp Street
Task Order #76

Professional Services from March 1, 2020 to March 31, 2020

Phase	001	CE&I				
Professional Personnel						
			Hours	Rate	Amount	
Senior Project Manager						
Bryan, Russell			1.00	45.26	45.26	
Crosby, Geoffrey			7.50	45.26	339.45	
Inspector IV						
Gray, David			78.00	26.50	2,067.00	
Totals			86.50		2,451.71	
Total Labor				2.9 times	2,451.71	7,109.96
Reimbursable Expenses						
Mileage					93.75	
Total Reimbursables				1.0 times	93.75	93.75
				Adjustment		-5,725.39
				Total this Invoice		\$1,478.32

093695.7220.69
 072201.6015.
 MB 2011-4/307-310

Progress Billing Invoice

From: Warren Paving Inc
PO Box 572
Hattiesburg, MS 39403

Invoice #: 15042

Date: 02/05/20

Application #: 36

To: CITY OF HATTIESBURG
P.O. BOX 1898
Attn: Accounts Payable
HATTIESBURG, MS 39403

Invoice Due Date: 03/06/20

Payment Terms: Net 30 days

Contract: 120004- City of Hattiesburg Term Bid Purchase Order 194852 S 21st

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	272.13	675.22	TON	87.05000	23,688.92	58,777.90	167.51%
1948522	S 21st Ave Milling	9,616.08	400.67	259.18	659.85	TON	24.00000	6,220.32	15,836.40	164.69%
1948523	S 21st Ave Tack	1,464.00	244.00	165.00	409.00	GAL	6.00000	990.00	2,454.00	167.62%
1948525	S 21st Ave Manhole Riser Rings	820.00	4.00	4.00	4.00	EA	205.00000	820.00	820.00	100.00%
194852FA	S 21st Ave Fuel Adjustment	-28.22	403.09	272.13	675.22	GAL	-0.07000	-19.05	-47.27	167.51%

Camp Street

093695.7220.69
MB 2020-179

Total Billed To Date:	78,141.03
Less Retainage:	0.00
Less Previous Applications:	46,440.84
Total Due This Invoice:	31,700.19



Engineering Progress

April 8, 2020

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

Attn: Lamar Rutland, P.E.

**RE: CIPP Sewer Repair in Various Locations
City of Hattiesburg**

Dear Mr. Rutland:

Enclosed please find Pay Estimate No. 9 in the amount of \$349,217.50 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'.

Kyle D. Wallace, P.E.
Project Engineer

/md

cc: Suncoast Infrastructure, SDW files

093695. 7220.75

MB 2019-20

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: S19015-09

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 #9

Period From: 1/27/2020

Period To: 2/23/2020

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: 3/31/2020

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	\$2,369,348.75
5. Stored Materials Inventory	\$0.00
6. Total Completed and Stored To Date	\$2,369,348.75
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 %	\$59,233.72
d. Retainage on Stored Materials Inventory 0.00 %	\$0.00
e. Total Calculated Retainage	\$59,233.72
f. Total Retainage To Be Withheld	\$0.00
8. Total Earned Less Retainage	\$2,369,348.75
9. Less Previous Certificates For Payments	\$2,020,131.25
10. Current Payment Due	\$349,217.50
11. Balance to Finish, Plus Retainage.	\$1,386,527.50

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$196,295.25	\$0.00
Total Approved this Month	\$0.00	\$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:

John Cauley

Date:

3/31/2020

State of:

Mississippi

County of:

Rankin

Subscribed and sworn to before me this

31st

day of

March 2020

Notary Public:

Jennifer Laseter

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 **\$ 349,217.50**

(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:

John Cauley

Date:

4-8-2020

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.

CONTINUATION SHEET

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

Application No. : JB App #9

Application Date : 03/31/20

Period From: 01/27/20

Period To: 02/23/20

Invoice # : S19015-09

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
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	1,598.00	\$242,896.00	233.00	\$35,416.00	1,831.00	\$278,312.00	\$0.00	\$278,312.00	75.66%	\$89,528.00
1-4	Remove and Replace Service Lateral	LF	810.00	\$40.00	\$32,400.00	996.60	\$39,864.00	27.00	\$1,080.00	1,023.60	\$40,944.00	\$0.00	\$40,944.00	126.37%	\$-8,544.00
1-5	Cleanout Assembly (As Detailed)	EA	33.00	\$420.00	\$13,860.00	115.00	\$48,300.00	2.00	\$840.00	117.00	\$49,140.00	\$0.00	\$49,140.00	354.55%	\$-35,280.00
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	10.00	\$780.00	184.40	\$14,383.20	\$0.00	\$14,383.20	100.77%	\$-109.20
1-9	Asphalt Road Repair	SY	549.00	\$82.00	\$45,018.00	175.30	\$14,374.60	118.00	\$9,676.00	293.30	\$24,050.60	\$0.00	\$24,050.60	53.42%	\$20,967.40
1-10	Maintenance of Traffic	LS	1.00	\$10,850.00	\$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	\$74,750.00	\$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	\$800.00	\$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	1,250.00	\$750.00	1,250.00	\$750.00	\$0.00	\$750.00	30.86%	\$1,680.00
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	118.00	\$12,390.00	118.00	\$12,390.00	\$0.00	\$12,390.00	34.91%	\$23,100.00
2-4	Remove and Replace Service Lateral	LF	113.00	\$40.00	\$4,520.00	350.00	\$14,000.00	71.00	\$2,840.00	421.00	\$16,840.00	\$0.00	\$16,840.00	372.57%	\$-12,320.00
2-5	Cleanout Assembly (As Detailed)	EA	5.00	\$420.00	\$2,100.00	28.00	\$11,760.00	4.00	\$1,680.00	32.00	\$13,440.00	\$0.00	\$13,440.00	640.00%	\$-11,340.00
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	2.00	\$156.00	2.00	\$156.00	\$0.00	\$156.00	2.60%	\$5,850.00
2-10	Asphalt Road Repair	SY	285.00	\$82.00	\$23,370.00	0.00	\$0.00	59.00	\$4,838.00	59.00	\$4,838.00	\$0.00	\$4,838.00	20.70%	\$18,532.00
2-11	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.00	\$0.00	0.75	\$600.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
2-12	Maintenance of Traffic	LS	1.00	\$10,850.00	\$10,850.00	0.50	\$5,425.00	0.25	\$2,712.50	0.75	\$8,137.50	\$0.00	\$8,137.50	75.00%	\$2,712.50
2-13	Mobilization	LS	1.00	\$14,200.00	\$14,200.00	0.50	\$7,100.00	0.25	\$3,550.00	0.75	\$10,650.00	\$0.00	\$10,650.00	75.00%	\$3,550.00
2-14	Landscape Restoration	SF	565.00	\$0.60	\$339.00	0.00	\$0.00	1,445.00	\$867.00	1,445.00	\$867.00	\$0.00	\$867.00	255.75%	\$-528.00
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	504.00	\$76,608.00	504.00	\$76,608.00	\$0.00	\$76,608.00	46.24%	\$89,072.00

CONTINUATION SHEET

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

Application No. : JB App #9

Application Date : 03/31/20

Period From: 01/27/20

Period To: 02/23/20

External Contract No.:

Invoice # : S19015-09

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

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	102.00	\$4,080.00	409.00	\$16,360.00	\$0.00	\$16,360.00	112.67%	\$-1,840.00
3-4	Cleanout Assembly (As Detailed)	EA	15.00	\$420.00	\$6,300.00	36.00	\$15,120.00	4.00	\$1,680.00	40.00	\$16,800.00	\$0.00	\$16,800.00	266.67%	\$-10,500.00
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	55.00	\$4,290.00	55.00	\$4,290.00	\$0.00	\$4,290.00	60.44%	\$2,808.00
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	\$800.00	\$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	\$14,300.00	\$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	\$14,200.00	\$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	4,151.00	\$2,490.60	4,151.00	\$2,490.60	\$0.00	\$2,490.60	228.71%	\$-1,401.60
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	89.00	\$9,345.00	89.00	\$9,345.00	\$0.00	\$9,345.00	13.19%	\$61,530.00
4-4	Remove and Replace Service Lateral	LF	225.00	\$40.00	\$9,000.00	231.00	\$9,240.00	52.00	\$2,080.00	283.00	\$11,320.00	\$0.00	\$11,320.00	125.78%	\$-2,320.00
4-5	Cleanout Assembly (As Detailed)	EA	9.00	\$420.00	\$3,780.00	13.00	\$5,460.00	2.00	\$840.00	15.00	\$6,300.00	\$0.00	\$6,300.00	166.67%	\$-2,520.00
4-6	Point Repair (8' - 30' Depth)	EA	10.00	\$14,660.00	\$146,600.00	19.00	\$278,540.00	3.00	\$43,980.00	22.00	\$322,520.00	\$0.00	\$322,520.00	220.00%	\$-175,920.00
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	36.00	\$2,808.00	92.70	\$7,230.60	\$0.00	\$7,230.60	64.38%	\$4,001.40
4-9	Asphalt Road Repair	SY	485.00	\$82.00	\$39,770.00	51.40	\$4,214.80	66.00	\$5,412.00	117.40	\$9,626.80	\$0.00	\$9,626.80	24.21%	\$30,143.20
4-10	Temporary Erosion Control	LS	1.00	\$800.00	\$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	\$5,850.00	\$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	\$9,200.00	\$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	2,105.00	\$1,263.00	2,105.00	\$1,263.00	\$0.00	\$1,263.00	187.11%	\$-588.00
4-14	CCTV Service Lateral	LF	900.00	\$8.00	\$7,200.00	787.00	\$6,296.00	0.00	\$0.00	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	88.00	\$3,520.00	-88.00	\$-3,520.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,520.00
5-3	Cleanout Assembly (As Detailed)	EA	19.00	\$420.00	\$7,980.00	9.00	\$3,780.00	-9.00	\$-3,780.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,980.00
5-4	Hardy St Road Repair	SY	815.00	\$195.00	\$158,925.00	0.00	\$0.00	99.00	\$19,305.00	99.00	\$19,305.00	\$0.00	\$19,305.00	12.15%	\$139,620.00
5-5	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.00	\$0.00	0.75	\$600.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
5-6	Maintenance of Traffic	LS	1.00	\$30,850.00	\$30,850.00	0.25	\$7,712.50	0.50	\$15,425.00	0.75	\$23,137.50	\$0.00	\$23,137.50	75.00%	\$7,712.50
5-7	Mobilization	LS	1.00	\$17,500.00	\$17,500.00	0.25	\$4,375.00	0.50	\$8,750.00	0.75	\$13,125.00	\$0.00	\$13,125.00	75.00%	\$4,375.00

CONTINUATION SHEET

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

Application No. : JB App #9

Application Date : 03/31/20

Period From: 01/27/20

Period To: 02/23/20

Invoice # : S19015-09

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

External Contract No.:

CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
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	1,084.00	\$9,214.00	0.00	\$0.00	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	127.00	\$19,685.00	127.00	\$19,685.00	\$0.00	\$19,685.00	96.21%	\$775.00
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	\$800.00	\$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	\$5,850.00	\$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	\$17,500.00	\$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	373.00	\$11,563.00	2,203.00	\$68,293.00	\$0.00	\$68,293.00	114.38%	\$-8,587.00
7-3	CIPP Service Lateral	LF	770.00	\$105.00	\$80,850.00	0.00	\$0.00	378.00	\$39,690.00	378.00	\$39,690.00	\$0.00	\$39,690.00	49.09%	\$41,160.00
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	31.00	\$2,418.00	31.00	\$2,418.00	\$0.00	\$2,418.00	45.59%	\$2,886.00
7-8	Asphalt Road Repair	SY	203.00	\$82.00	\$16,646.00	45.80	\$3,755.60	88.00	\$7,216.00	133.80	\$10,971.60	\$0.00	\$10,971.60	65.91%	\$5,674.40
7-9	Temporary Erosion Control	LS	1.00	\$800.00	\$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	\$5,850.00	\$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	\$17,500.00	\$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	105.00	\$63.00	105.00	\$63.00	\$0.00	\$63.00	8.17%	\$708.00
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 #9

Application Date : 03/31/20

Period From: 01/27/20

Period To: 02/23/20

Invoice # : S19015-09

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

External Contract No.:

CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
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	Remove and Replace Service Lateral	LF	613.00	\$40.00	\$24,520.00	131.00	\$5,240.00	-22.00	\$-880.00	109.00	\$4,360.00	\$0.00	\$4,360.00	17.78%	\$20,160.00
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	11.00	\$4,620.00	-2.00	\$-840.00	9.00	\$3,780.00	\$0.00	\$3,780.00	36.00%	\$6,720.00
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	3.00	\$234.00	3.00	\$234.00	\$0.00	\$234.00	1.25%	\$18,486.00
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	\$5,600.00	\$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	\$14,200.00	\$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	\$800.00	\$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	394.00	\$236.40	394.00	\$236.40	\$0.00	\$236.40	12.85%	\$1,602.60
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	1.00	\$5,900.00	0.00	\$0.00	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	866.00	\$29,444.00	0.00	\$0.00	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 #9
Application Date : 03/31/20
Period From: 01/27/20
Period To: 02/23/20
External Contract No.:

Invoice # : S19015-09

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

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 0 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 0 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	992.50	\$3,324.88	0.00	\$0.00	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	238.20	\$797.97	0.00	\$0.00	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	436.40	\$1,461.94	0.00	\$0.00	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	429.30	\$1,438.16	0.00	\$0.00	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		\$2,020,131.25		\$349,217.50		\$2,369,348.75	\$0.00	\$2,369,348.75	63.08%	\$1,386,527.50



Engineering Progress

April 8, 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. 8 in the amount of \$115,188.54 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 'Kyle D. Wallace', is written over the 'Sincerely,' text.

Kyle D. Wallace, P.E.
Project Engineer

/md

cc: DNA Underground, LLC
SDW files

093695.7220.74
MB 2019-58

Contractor's Application for Payment No.

8

Application Period: 3/1/20 to 3/31/20		Application Date: 4/1/2020
To (Owner): City of Hattiesburg	From (Contractor): DNA Underground LLC	Via (Engineer):
Project: Comprehensive Sewer Improvements - Phase XII	Contract:	
Owner's Contract No.: 1273-S012	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			

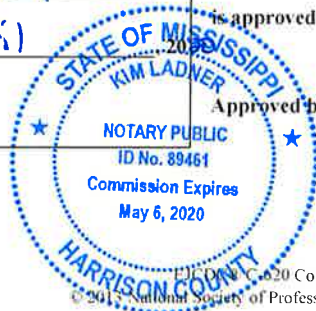
1. ORIGINAL CONTRACT PRICE.....	\$	\$1,913,694.00
2. Net change by Change Orders.....	\$	
3. Current Contract Price (Line 1 ± 2).....	\$	\$1,913,694.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	\$757,627.00
5. RETAINAGE:		
a. 5% X <u>\$757,627.00</u> Work Completed.....	\$	\$37,881.35
b. 5% X _____ Stored Material.....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$37,881.35
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$719,745.65
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$604,557.11
8. AMOUNT DUE THIS APPLICATION.....	\$	\$115,188.54
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	\$1,193,948.35

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: [Signature] Date: 4/2/20

Subscribed and sworn to me this 2nd day of April
Notary Public: [Signature]
My Commission Expires: May 6, 2020



Payment of: \$ 115,188.54
(Line 8 or other - attach explanation of the other amount)

is recommended by [Signature] 4-8-2020
(Engineer) (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Comprehensive Sewer Improvements - Phase XII										Application Number: 8				
Application Period: 3/1/20 to 3/31/20										Application Date: 1-Apr-20				
A					B		C	E	C	D	E	F		
Item		Contract Information				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)	
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)									
	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	609	\$ 49,938.00				\$49,938.00	142.3%	\$ (14,842.00)	
22	18" PS115 PVC Sewer Pipe (16'-18')(Open Cut)	737	LF	\$ 98.00	\$ 72,226.00	90	\$ 8,820.00				\$8,820.00	12.2%	\$ 63,406.00	
23	18" PSII15 PVC Sewer Pipe (18'-20')(Open Cut)	636	LF	\$ 130.00	\$ 82,680.00		\$ -	350	\$45,500.00		\$45,500.00	55.0%	\$ 37,180.00	
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: 8			
Application Period: 3/1/20 to 3/31/20										Application Date: 1-Apr-20			
A					B		C	E	C	D	E	F	
Item		Contract Information				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)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)								
28	24" Steel Casing (0.25" WT)(All Depths)(Bored)	260	LF	\$ 285.00	\$ 74,100.00		\$ -						\$ 74,100.00
29	Removal of Existing Sewer Line	4560	LF	\$ 4.00	\$ 18,240.00	1337	\$ 5,348.00	350	\$1,400.00		\$6,748.00	37.0%	\$ 11,492.00
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	0.328	\$ 1,902.40	0.065	\$377.00		\$2,279.40	39.3%	\$ 3,520.60
	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		\$ -	1	\$11,800.00		\$11,800.00	100.0%	\$ -
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	5	\$ 2,250.00				\$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	3	\$ 7,500.00				\$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	16	\$ 3,200.00	10	\$2,000.00		\$5,200.00	32.5%	\$ 10,800.00
48	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl. fittings)(All Depths)	800	LF	\$ 12.00	\$ 9,600.00	96	\$ 1,152.00				\$1,152.00	12.0%	\$ 8,448.00
49	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl. Fittings)(All Depths)	1320	LF	\$ 12.00	\$ 15,840.00	392	\$ 4,704.00	244	\$2,928.00		\$7,632.00	48.2%	\$ 8,208.00
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

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A					B		C	E	C	D	E	F	
Item		Contract Information				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)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)								
52	6" Service Insert-a-tee (for 18" P5115 Sewer Lines)	61	EA	\$ 300.00	\$ 18,300.00	21	\$ 6,300.00	6	\$1,800.00		\$8,100.00	44.3%	\$ 10,200.00
	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 Forrest Dr Only)	34	EA	\$ 350.00	\$ 11,900.00		\$ -						\$ 11,900.00
54	Crushed Aggregate (Size 610) for Trench Repair in Paved Areas	640	Ton	\$ 50.00	\$ 32,000.00	1007.35	\$ 50,367.50	606.61	\$30,330.50		\$80,698.00	252.2%	\$ (48,698.00)
55	Select Fill Material (Class 9, Group C), LVM, for Trench Repair in Paved Areas	58200	CY	\$ 7.00	\$ 407,400.00	8726	\$ 61,082.00	2320	\$16,240.00		\$77,322.00	19.0%	\$ 330,078.00
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		\$ -	20.42	\$3,675.60		\$3,675.60	4.7%	\$ 73,724.40
59	Concrete Sidewalk Repair (All Depths)	56	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: 8			
Application Period: 3/1/20 to 3/31/20										Application Date: 1-Apr-20			
A					B		C	E	C	D	E	F	
Item		Contract Information				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)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)								
77	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	5530	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	0.328	\$ 6,560.00	0.065	\$1,300.00		\$7,860.00	39.3%	\$ 12,140.00
81	Maintenance of Traffic	1	LS	\$ 60,000.00	\$ 60,000.00	0.328	\$ 19,680.00	0.065	\$3,900.00		\$23,580.00	39.3%	\$ 36,420.00
82	Mobilization	1	LS	\$ 185,000.00	\$ 185,000.00	1	\$ 185,000.00				\$185,000.00	100.0%	\$ -
	Totals				\$ 1,913,694.00		\$ 636,375.90		\$121,251.10		\$757,627.00	39.6%	\$ 1,156,067.00

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, May 5, 2020

Re: Approve Professional Services Agreement with Shows, Dearman and Waits, Inc. for a drainage study of the Audubon-Kirkwood and Innswood Neighborhoods and authorize the Mayor to execute in duplicate.
File Number: 2020-267
Minute Book #

Summary

Approve Professional Services Agreement with Shows, Dearman and Waits, Inc. for a drainage study of the Audubon-Kirkwood and Innswood Neighborhoods; Authorize Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the May 5, 2020 City Council meeting for consideration.

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

Prepared by



Issued and Published Jointly by



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

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

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Audubon-Kirkwood, Innswood Drainage Study ("Project").

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

Engineer's services under this Agreement are generally identified as follows:

Development of a drainage analysis to study the effects of detention and/or retention structures on the flooding in the Audubon-Kirkwood and Innswood neighborhoods. This study would expand upon the drainage study of Gordon's Creek from the MPO Corridor study [FY-1(110) 107845-101000].

Items to be included in this study:

- **Field survey of the drainage structures in the Audubon-Kirkwood and Innswood neighborhoods.**
- **Hydrologic and hydraulic (H&H) study of the three major drainage areas in this neighborhood that feed into Gordon's Creek.**
- **Review of potential detention and/or retention options in the study area.**
- **Prepare potential revised flood plain limits.**
- **Prepare a study report.**

Items not included in this study:

- **CLOMR/LOMR preparation.**

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this

Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or
 - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said forty-fifth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, and the dispute dealt with as set out in Mississippi Code Ann. Section 31-7-305.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 *Designing to Construction Cost Limit*

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

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.

- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be in accordance with local, state and federal law.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims,

Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

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

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items

resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Section Deleted
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Upon written request the Engineer shall deliver to the Owner certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

- A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.
- B. *Termination:* The obligation to provide further services under this Agreement may be terminated:
1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

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

6.08 *Successors, Assigns, and Beneficiaries*

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

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking other provisions of this Agreement, or exercising their rights at law.

6.10 *Environmental Condition of Site*

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

6.11 *Shared Negligence*

- A. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

6.12 *Records Retention*

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

6.13 *Miscellaneous Provisions*

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of

Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

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

B. *Day*:

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, DELETED
- E. Exhibit E, DELETED
- F. Exhibit F, DELETED
- G. Exhibit G, Insurance.
- H. Exhibit H, DELETED
- I. Exhibit I, DELETED
- J. Exhibit J, DELETED

K. Exhibit K, DELETED

8.02 *Total Agreement*

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

8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*

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

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

Owner: The City of Hattiesburg

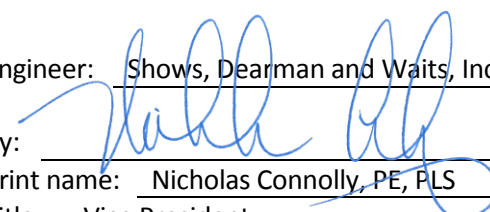
By: _____

Print name: Toby Barker

Title: Mayor

Date Signed: _____

Engineer: Shows, Dearman and Waits, Inc.

By: 

Print name: Nicholas Connolly, PE, PLS

Title: Vice President

Date Signed: 4-22-2020

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

E-4

State of: Mississippi

Address for Owner's receipt of notices:

P.O. Box 1898

Hattiesburg, MS 39403-1898

Address for Engineer's receipt of notices:

301 Second Avenue

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

Lamar Rutland

Title: Director of Engineering

Phone Number: 601.545.4540

E-Mail Address: Lrutland@hattiesburgms.com

Designated Representative (Paragraph 8.03.A):

Nicholas Connolly, PE, PLS

Title: Vice-President

Phone Number: 601.544.1821

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

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

Engineer's Services

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

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

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. Assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - b. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify a maximum of three (3) alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer,

Exhibit A – Engineer's Services

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

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including but not limited to mitigating measures identified in an environmental assessment for the Project.

8. Prepare a report (the “Report”) which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer’s recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
 9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
 10. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner’s instructions plan for the inclusion of sustainable features in the design.
 11. Furnish two (2) review copies of the Report to Owner and review it with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 12. Revise the Report and any other Study and Report Phase deliverables in response to Owner’s comments, as appropriate, and furnish two (2) copies of the revised Report to the Owner within 60 days of receipt of Owner’s comments.
- B. Engineer’s services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase - **DELETED***

A1.03 *Final Design Phase - **DELETED***

A1.04 *Bidding or Negotiating Phase - **DELETED***

A1.05 *Construction Phase - **DELETED***

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

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner’s Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
4. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
5. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
6. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. preparation of appraisals;
 - c. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - d. detailed quantity surveys of materials, equipment, and labor; and
 - e. audits or inventories required in connection with construction performed or furnished by Owner.
7. Furnishing services of Consultants for other than Basic Services.
8. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
9. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
10. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
11. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

Exhibit A – Engineer's Services

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

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12. Preparation of operation, maintenance, and staffing manuals.
13. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
14. Overtime work requiring higher than regular rates.
15. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
16. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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

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

8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

Owner's Responsibilities

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

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

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Utility and topographic mapping and surveys.
 - 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 - 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 - 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- D. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

- E. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- F. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- G. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- H. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- I. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- J. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- K. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. Attend and participate in job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- N. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

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

Payments to Engineer for Services and Reimbursable Expenses

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

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

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

1. A Lump Sum amount of **\$79,700** based on the following estimated distribution of compensation:

a. Study and Report Phase	\$79,700
b. Field Review Phase	N/A
c. Office Review Phase	N/A
d. Final Design Phase	N/A
e. Bidding and Negotiating Phase	N/A
f. Construction Phase	N/A
g. Post-Construction Phase	N/A
2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, and Consultant charges.
4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses: NONE
5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

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

Additional Services – Standard Hourly Rates

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

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

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
 - 1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation for Reimbursable Expenses:*
 - 1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer as mutually agreed upon by both parties.
 - 2. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of **1.1**.
 - 3. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1, 2020) to reflect equitable changes in the compensation payable to Engineer.
- C. *Other Provisions Concerning Payment for Additional Services:*
 - 1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.1**.
 - 2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
 - 3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

Standard Hourly Rates Schedule - 2020

A. *Standard Hourly Rates:*

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

B. *Schedule:*

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

Senior Engineer	\$175/hour
Project Engineer	\$150/hour
Junior Engineer	\$125/hour
Engineering Intern	\$115/hour
Graduate Engineer	\$105/hour
Senior AutoCAD Technician	\$105/hour
AutoCAD Technician	\$90/hour
Senior Resident Project Representative	\$95/hour
Resident Project Representative	\$85/hour
Field Crew	\$175/hour
Administrative	\$45/hour

Insurance

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

G6.05 Insurance

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

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

- 1) Bodily injury, each accident: \$100,000
- 2) Bodily injury by disease, each employee: \$100,000
- 3) Bodily injury/disease, aggregate: \$500,000

c. General Liability --

- 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
- 2) General Aggregate: \$2,000,000

d. Excess or Umbrella Liability --

- 1) Per Occurrence: \$2,000,000
- 2) General Aggregate:

e. Automobile Liability -- Combined Single Limit (Bodily Injury and Property Damage):

\$1,000,000

f. Professional Liability --

- 1) Each Claim Made \$1,000,000
- 2) Annual Aggregate \$1,000,000

g. Other (specify): N/A

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:
 - a. Shows, Dearman and Waits, Inc.
Engineer
 - b. N/A
Engineer's Consultant
 - c. N/A
Engineer's Consultant
 - d. N/A
[other]
2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, May 5, 2020

Re: Approve Supplemental Agreement to the Agreement for Professional Services between the City and Neel-Schaffer, Inc. for the Hall Avenue Overpass Project and authorize the Mayor to execute in duplicate.
File Number: 2020-283
Minute Book #

Summary

Approve Supplemental Agreement to the Agreement for Professional Services between the City and Neel-Schaffer, Inc. for the Hall Avenue Overpass Project; Authorize Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the May 5, 2020 City Council meeting for consideration.

SUPPLEMENTAL AGREEMENT
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE
CITY OF HATTIESBURG
AND
NEEL-SCHAFFER, INC.

HALL AVENUE OVERPASS PROJECT
(ADDITION OF THE HALL AVE./BAY ST. ROUNDABOUT
AND ADDITIONAL CONSTRUCTION TIME)

THIS IS AN AMENDMENT made on _____, to the Prime Agreement for Professional Services (Prime Agreement) between the **CITY OF HATTIESBURG**, P. O. Box 1898, Hattiesburg, Mississippi 39403-1898 (**OWNER**) and **NEEL-SCHAFFER, INC.**, 704 Hardy Street, Hattiesburg, Mississippi 39401 (**ENGINEER**) executed on May 07, 2019 for Design and Construction Phase Services on the Hall Avenue Overpass Project.

1. The **ENGINEER** and **OWNER** hereby agree to the following changes and amendments to the Prime Agreement as requested by the Owner:

► **EXHIBIT B – Scope of Work:**

The revised Scope of Work shall include the addition of the following:

1) Topo Survey & Design of the Proposed Roundabout at the intersection of Hall Avenue and Bay Street.

► **EXHIBIT E – Payments to the Engineer:** The payments to the Engineer shall be revised to include additional Topo Survey and Design fees for the proposed roundabout at the intersection of Hall Avenue and Bay Street.

The construction time has been changed from (12) months to (18) months to allow for the additional construction of the proposed roundabout and to allow for more competitive bids of the overall project.

Additional Payment for these services shall be:

1.1 Design Phase Services (Roundabout) Additional Lump Sum Fee of \$127,000

1.2 Construction Phase Services Additional Hourly Not-To-Exceed Fee of \$216,000

IN WITNESS WHEREOF, the parties hereto have made and executed this **Agreement** as of the day and year first written above.

OWNER: CITY OF HATTIESBURG

ENGINEER: NEEL-SCHAFFER, INC.

WITNESS: _____

WITNESS: _____



Contract for the Hall
Avenue Overpass Project

City of Hattiesburg

1. Agreement for Professional Services
2. Exhibit A – Project Description
3. Exhibit A-1 – Project Map
4. Exhibit B – Design Phase Services
5. Exhibit C – Construction Phase Services
6. Exhibit D – Project Schedule
7. Exhibit E – Payments to Engineer
8. Exhibit F – 2019 Rate Schedule

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

CITY OF HATTIESBURG

AND

NEEL-SCHAFFER, INC.

This is an Agreement made on May 7, 2019, between the CITY of HATTIESBURG, the OWNER, and NEEL-SCHAFFER, INC., the ENGINEER.

This project will consist of building a new roadway to connect Hall Avenue to East Hardy Street with the primary purpose being to provide uninterrupted vehicular access over the Canadian National Rail line for local residents and emergency vehicles by building a roadway overpass over the existing rail line, which is described in more detail in *Exhibit A, Project Description*, shown in *Exhibit A-1, Project Map* and hereinafter called the "Project."

The OWNER and the ENGINEER, in consideration of the mutual covenants herein, agree with respect to the performance of professional engineering services by the ENGINEER with respect to the Project and the payment for these services by the OWNER as set forth herein.

SECTION 1 — BASIC SERVICES OF ENGINEER

1.1 **ENGINEER** shall provide for **OWNER** professional engineering services for all phases of the **Project** to which this **Agreement** applies as hereinafter provided. These services will include serving as **OWNER's** professional engineering representative for the **Project**, providing consultation and advice and furnishing customary engineering services.

1.2 By execution of this **Agreement**, **OWNER** authorizes **ENGINEER** to provide Basic Services for the Design Phase of the **Project** in accordance with **Exhibit B, "Scope of Design Phase Services."**

1.3 When authorized in writing by **OWNER**, **ENGINEER** shall provide Basic Services for the Construction Phase of the **Project** in accordance with **Exhibit C, "Scope of Construction Phase Services."**

SECTION 2 — ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by **OWNER**, **ENGINEER** shall provide, or obtain from other qualified persons or firms, Additional Services which are not included as part of the Basic Services specified in Section 1. Additional Services shall include, but are not limited to, the following:

2.1. Services resulting from material changes in the general scope, extent or character of the **Project** designed or specified by **ENGINEER** or its design including, but not limited to, changes in size, complexity, **OWNER's** schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond **ENGINEER's** control.

2.2. Preparing documents for alternate bids requested by **OWNER** for Contractor's work which is not executed or documents for out-of-sequence work.

2.3. Services resulting from the award of more than one separate prime contract for construction, materials or equipment for the **Project** unless multiple awards were contemplated and included as part of Basic Services in Section 1.

2.4. Assistance in connection with rebidding or renegotiating contracts for construction which involve modifying the Contract Documents to revise the **Project's** general scope, extent or character as

AGREEMENT FOR PROFESSIONAL SERVICES

necessary to reduce or increase the Construction Cost to bring it within the cost limit.

2.5. Preparing to serve or serving as a consultant or witness for **OWNER** in any litigation, arbitration or other legal or administrative proceeding involving the **Project**.

2.6. Services in making revisions to Contract Documents occasioned by the acceptance of substitutions proposed by Contractor; and services after the award of the construction contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.7. Services resulting from significant delays in Project schedule which occurred through no fault of **ENGINEER**.

2.8. Additional or extended services during construction made necessary by (a) work damaged by fire or other cause during construction; (b) a significant amount of defective, neglected or delayed work of Contractor or supplier; (c) protracted or extensive assistance in the startup or utilization of any equipment or system; (d) acceleration of the progress schedule involving services beyond normal working hours; and (e) default or bankruptcy by Contractor.

2.9. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the **Project**.

2.10. Services during out-of-town travel required of **ENGINEER** other than visits to the **Project** site or **OWNER's** office.

2.11. Additional Services in connection with the **Project**, including services which are to be furnished by **OWNER** in accordance with Section 3 and services not otherwise provided for in Basic Services as specified in Section 1 of this **Agreement**.

SECTION 3 — OWNER's RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of **ENGINEER** and bear all costs incident thereto:

3.1. Designate in writing a person to act as **OWNER's** representative with respect to the services to be rendered under this **Agreement**. Such person shall have complete authority to transmit instructions, receive information, and interpret and define **OWNER's** policies and decisions with respect to **ENGINEER's** services for the **Project**.

3.2. Provide all criteria and full information as to **OWNER's** requirements for the **Project**, including design objectives and constraints; space, capacity and performance requirements; and flexibility, expendability, and any budgetary limitations. Also furnish copies of design and construction standards which **OWNER** will require to be included in the Contract Documents.

3.3. Assist **ENGINEER** by placing at **ENGINEER's** disposal available information pertinent to the **Project** including previous reports; geotechnical information; utility locations; property descriptions, zoning, deed and other land use restrictions; and any other data relative to design or construction of the **Project**. **ENGINEER** shall not be liable for any

claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the **OWNER**.

3.4. Arrange for access to and make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform services under this **Agreement**.

3.5. Examine studies, reports, sketches, drawings, specifications, proposals and other documents presented by **ENGINEER** and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.

3.6. Acquire property for easements and rights-of-way required for construction of the **Project**.

3.7. Give prompt written notice to **ENGINEER** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **ENGINEER's** services, or any defect or nonconformance in the work of the **ENGINEER** or of any Contractor.

3.8. The **OWNER** shall promptly report to the **ENGINEER** any defects or suspected defects in the **ENGINEER's** services of which the **OWNER** becomes aware, so that the **ENGINEER** may take measures to minimize the consequences of such a defect. The **OWNER** further agrees to impose a similar notification

requirement on all contractors in its **OWNER/Contractor** contract and shall require all subcontracts at any level to contain a like requirement. Should legal liability for the defects exist, failure by the **OWNER** and the **OWNERS'** contractors or subcontractors to notify the **ENGINEER** shall relieve the **ENGINEER** of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

SECTION 4 — PERIOD OF SERVICE

4.1. The provisions of this Section 4 and the various rates of compensation for **ENGINEER's** services provided for elsewhere in this **Agreement** have been agreed to in anticipation of the orderly and continuous progress of the **Project** through completion of all phases to which this **Agreement** applies. Specific periods of time and/or completion dates for rendering services are set forth in **Exhibit D, "Project Schedule."**

4.2. If **OWNER** requests modifications or changes in the scope, extent or character of the **Project**, or if periods of time and/or completion dates are exceeded through no fault of **ENGINEER**, the

period of service and amount of compensation for **ENGINEER's** services shall be adjusted equitably.

4.3. In the event that the work designed or specified by **ENGINEER** is to be performed under more than one prime construction contract, the period of service and/or amount of compensation for **ENGINEER's** services shall be adjusted equitably unless multiple awards were contemplated and included as part of Basic Services in Section I.

SECTION 5 — PAYMENTS TO ENGINEER

5.1. **Methods of Payment.** OWNER shall pay ENGINEER for Basic Services rendered under Section 1 and Additional Services rendered under Section 2 in accordance with the provisions of Exhibit E, "Payments to Engineer."

5.2. **Times of Payment.** ENGINEER shall submit monthly statements for Basic and Additional Services rendered. For lump sum and percentage methods of payment, statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. For cost-plus-fixed-fee method of payment, the amount of fixed fee billed will be based on the proportion of the costs incurred at the time of billing to the maximum allowable costs established for this Agreement. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements. Payment of any invoices by the OWNER shall be taken to mean that the OWNER is satisfied with the Engineer's services to the date of the payment and is not aware of any deficiencies in those services.

5.3. **Delinquent Payments.** The OWNER recognizes time is critical with respect to payment of the ENGINEER's statements, and that timely payment

is a material part of the consideration of this Agreement. ENGINEER's statements shall be due and payable within 45 calendar days of statement date. If the OWNER fails to make payments; the ENGINEER, after giving seven days written notice to the OWNER, may suspend services until the OWNER has paid in full all amounts due for services, expenses, and other related charges without recourse to the OWNER for loss or damage caused by such suspension. The OWNER waives any and all claims against the ENGINEER for any such suspension. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If OWNER objects to all or any portion of an invoice, OWNER shall notify the ENGINEER within 45 calendar days of the invoice date, identify the cause of the disagreement and pay when due that portion of the statement not in dispute. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

5.4. **Termination Payment.** In the event of termination by OWNER or ENGINEER under Paragraph 6.2, OWNER shall pay ENGINEER for services and expenses provided to date of termination

in accordance with the methods of payment specified in Paragraph 5.1. In addition, Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by OWNER.

5.5. **Records of Costs.** Records of costs pertinent to **ENGINEER's** compensation will be kept in accordance with generally accepted accounting principals. **ENGINEER** is only obligated to maintain these records for a period of three years following date of final payment for services rendered under this **Agreement**.

SECTION 6 — GENERAL TERMS AND CONDITIONS

6.1. Construction Cost.

6.1.1. **Opinions of Cost.** Since **ENGINEER** has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, **ENGINEER's** opinions of probable construction cost provided for herein are to be made on the basis of experience and qualifications and represent **ENGINEER's** best judgment as an experienced and qualified professional, generally familiar with the

construction industry; but **ENGINEER** cannot and does not guarantee that proposals, bids or actual construction cost will not vary from opinions of probable cost prepared by **ENGINEER**.

6.1.2. **Construction Cost Budget.** If a construction cost budget is established by written agreement between **OWNER** and **ENGINEER** and specifically set forth in this **Agreement** as a condition thereto, the following will apply:

6.1.2.1. The acceptance by **OWNER** at any time during the provision of services under this **Agreement** of a revised opinion of probable construction cost in excess of the then established budget will constitute a corresponding revision in the construction cost budget to the extent indicated in such revised opinion.

6.1.2.2. Any construction cost budget so established will include a contingency of 10 percent unless another amount is agreed upon in writing.

6.1.2.3. **ENGINEER** will be permitted to determine what materials, equipment, component systems and types of construction are to be included in the contract documents and to make reasonable adjustments in the extent of the **Project** to bring it within the budget.

6.1.2.4. If proposals or bids have not been obtained within six months after completion of the

design phase, the established construction cost budget will not be binding on **ENGINEER**, and **OWNER** shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the design phase and the date on which proposals or bids are sought.

6.1.2.5. Use of an estimated or actual construction cost of the project as a basis of payment to the **ENGINEER** shall not be construed to mean that a construction cost budget has been established for the **Project**.

6.2. **Termination.** The obligation to provide further services under this **Agreement** may be terminated by either party upon 30 calendar days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This **Agreement** may be terminated by **OWNER**, under the same terms, whenever **OWNER** shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by **ENGINEER** either before or after the termination date shall be reimbursed by **OWNER**.

6.3. **Suspension.** Upon written notice to the **ENGINEER**, the **OWNER** may suspend all or any part of the **ENGINEER's** work. Suspension for any reason exceeding 60 calendar days shall, at the **ENGINEER's** option, make this **Agreement** subject to re-negotiation or termination as provided for elsewhere in this **Agreement**. Any suspension shall extend the period of service in a manner that is satisfactory to both the **OWNER** and the **ENGINEER**.

6.4. **Ownership and Reuse of Documents.**

6.4.1. Contract Documents and reports prepared by **ENGINEER** pursuant to this **Agreement** shall be the property of the **ENGINEER**.

6.4.2. Contract Documents prepared or furnished by **ENGINEER** and **ENGINEER's** independent professional associates and consultants, pursuant to this **Agreement** are instruments of service with respect to the **Project**. These documents are not intended or represented to be suitable for reuse by **OWNER** or others on extensions of the **Project** or on any other project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purpose intended will be at **OWNER's** sole risk and without liability or legal exposure to **ENGINEER**, or to **ENGINEER's** independent professional associates or consultants.

6.5. Insurance.

6.5.1. ENGINEER agrees to maintain the following insurance coverages with the following available limits of insurance during the performance of ENGINEER's work hereunder:

6.5.1.1. Commercial General Liability insurance with standard ISO coverage and available limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate;

6.5.1.2. Automobile Liability insurance with standard ISO coverage and available combined single limits of \$1,000,000 per accident;

6.5.1.3. Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of \$1,000,000 per employee for bodily injury by accident/\$1,000,000 per employee for bodily injury by disease/\$1,000,000 policy limit for disease; and

6.5.1.4. Professional Liability insurance covering ENGINEER's negligent acts, errors, or omissions in the performance of professional services with available limits of \$1,000,000 per claim and annual aggregate.

6.6. ENGINEER shall provide evidence of procuring the above insurance coverages by delivering a certificate of insurance to OWNER prior to the start of ENGINEER's work and annually upon renewal of coverage. ENGINEER shall cause OWNER to be named

as an additional insured on ENGINEER's commercial general liability policy, which shall be primary and noncontributory. **Personnel and Facilities.** The ENGINEER has, or will secure at his own expense, personnel, equipment and other materials and supplies required to perform the services under this **Agreement** within the period of service set forth in Section 4. ENGINEER may subcontract a portion of these services, but these Subcontractors shall be subject to written approval by the OWNER. Such personnel shall not be employees of nor have contractual relationship with the OWNER.

6.7. **Accounting System.** The ENGINEER shall maintain an accounting system which accounts for costs in accordance with generally accepted accounting principles. The OWNER reserves the right to audit the ENGINEER's accounts which relate to services provided under this **Agreement**.

6.8. **Successors and Assigns.** Neither OWNER nor ENGINEER shall assign any interest in this **Agreement** without the prior written consent of the other and in no case shall assignment relieve assignor from liability under this **Agreement**. This **Agreement** shall bind the successors and legal representatives of both parties. Nothing in this **Agreement** shall give any

rights or benefits to anyone other than **OWNER** and **ENGINEER**.

6.9. **Relationship.** The **OWNER** has retained **ENGINEER** to provide professional services. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other, nor is the relationship a fiduciary relationship between **ENGINEER** and **OWNER**. The **ENGINEER** shall not be considered to be the agent of the **OWNER**. To the extent that **OWNER** is a public entity or a person or entity obligated to repay some or all of an amount borrowed in a municipal securities offering, it is expressly understood and agreed that the **ENGINEER** is not acting as a municipal advisor to the **OWNER**, as that term applies to the Dodd-Frank Wall Street Reform and Consumer Protection Act and its supporting regulations, that **ENGINEER's** services will not include the provision of advice or recommendations regarding municipal financial products or the issuance of municipal securities, and that the **OWNER** is responsible for retaining an independent registered municipal advisor for such advice or recommendation.

6.10. **Standard of Care.** The **ENGINEER** will strive to perform services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document or otherwise.

6.11. **Indemnification.**

6.11.1. To the fullest extent permitted by law, the **ENGINEER** agrees to hold harmless and indemnify **OWNER** from and against liability arising out of **ENGINEER's** negligent act, error, or omission in the performance of professional services under this **Agreement**. It is specifically understood and agreed that in no case shall the **ENGINEER** be required to pay an amount disproportional to **ENGINEER's** adjudicated culpability, or any share of any amount levied to recognize more than actual economic damages.

6.11.2. NOT USED

6.11.3. In the event of joint or concurrent negligence of **ENGINEER** and **OWNER**, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence, error or omission, as

the case may be, bears to the total negligence, error or omission, as the case may be (including that of third parties), which caused the personal injury or property damage.

6.11.4. The **OWNER** shall not be liable to the **ENGINEER** and the **ENGINEER** shall not be liable to the **OWNER** for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the **OWNER**, or the **ENGINEER** or their employees, agents or subcontractors.

6.11.5 **ENGINEER's** indemnification obligation as set forth herein is expressly subject to and limited by the limitation of liability provision agreed upon by the **OWNER** and **ENGINEER** as set forth in Section 6.16 Risk Allocation of this Agreement.

6.12. **Compliance with Codes and Standards.** The **ENGINEER's** professional services shall exercise due professional care to incorporate those publicly announced federal, state and local laws, regulations, codes and standards that are applicable at the time the services are rendered. In the event of a change in a law, regulation, et al., the **ENGINEER**

shall assess its impact. If, in the **ENGINEER's** professional opinion, the impact is such to significantly affect the **ENGINEER's** compensation or the period of service, then the compensation and/or period of service can be renegotiated.

6.13. **Force Majeure.** Neither **OWNER** nor **ENGINEER** shall be liable for faults or delays caused by any contingency beyond his control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

6.14. **Separate Provisions.** If any provisions of this **Agreement** are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

6.15. **Risk Allocation.** In light of the relative risks and rewards of the parties, **OWNER** and **ENGINEER** have allocated the risks such that the **OWNER** agrees to limit the **ENGINEER's** liability to the **OWNER** and all contractors arising from this Agreement such that the total aggregate liability of the **ENGINEER** shall not exceed \$50,000 or the **ENGINEER's** total fee for services rendered on this project, whichever is greater.

6.16. **Waiver of Subrogation.** **OWNER** waives any rights or claims for damage to persons or

property that it or any of its successors in interest or insurers may have against ENGINEER for any claim or action arising out of ENGINEER's operations related to the Project or this Agreement, but only to the extent that such rights or claims for damages are covered by a policy of liability, casualty, property or other insurance, regardless of who procures such insurance

6.17. **Period of Repose.** Any applicable statute of limitations shall commence to run and any alleged course of action shall be deemed to have accrued not later than the completion of services to be performed by ENGINEER.

6.18. **Hazardous Materials.**

6.18.1. When hazardous materials are known, assumed or suspected to exist at a project site, ENGINEER is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. OWNER hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform ENGINEER in writing prior to initiation of services under this Agreement.

6.18.2. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. OWNER agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. ENGINEER agrees to notify OWNER as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. OWNER waives any claim against ENGINEER and agrees to indemnify, defend and hold ENGINEER harmless from any claim or liability for injury or loss arising from ENGINEER's encountering unanticipated hazardous materials or suspected hazardous materials. OWNER also agrees to compensate ENGINEER for any time spent and expenses incurred by ENGINEER in defense of any such claim.

6.19. **Subsurface Conditions and Utilities.**

6.19.1. The OWNER recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of ENGINEER, or ENGINEER's subconsultants, with appropriate equipment may fail to detect certain hidden conditions. The OWNER also recognizes that actual environmental, geological and geotechnical conditions that ENGINEER properly inferred to exist between

sampling points may differ significantly from those that actually exist.

6.19.2. **ENGINEER** will locate utilities which will affect the **Project** from information provided by the **OWNER** and utility companies and from **ENGINEER's** surveys. In that these utility locations are based, at least in part, on information from others, **ENGINEER** cannot and does not warrant their completeness and accuracy.

6.19.3. NOT USED

6.20. **Change Orders.** **OWNER** recognizes that a certain amount of imprecision and incompleteness is to be expected in Contract Documents; that all details of a completed project are not intended to be covered in the Contract Documents; that a certain amount of errors, omissions, ambiguities and inconsistencies are to be expected in Contract Documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the Contract Documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of Change Orders are to be expected. As long as **ENGINEER** provides services within professional standards and the standard of care of **ENGINEER's**

profession in accordance with paragraph 6.10, **OWNER** agrees not to make any claim against **ENGINEER** for cost of these Change Orders unless these costs become a significant part of the construction contract amount. In no case will **OWNER** make claim against **ENGINEER** for costs incurred if the Change Order work is a necessary part of the **Project** for which **OWNER** would have incurred costs if work had been included originally in the Contract Documents unless **OWNER** can demonstrate that such costs were higher through issuance of the Change Order than they would have been if originally included in the Contract Documents in which case any claim of **OWNER** against **ENGINEER** will be limited to the cost increase and not the entire cost of the Change Order.

6.21. **Value Engineering.** If the **OWNER** retains the services of a **VALUE ENGINEER (VE)** to review the Contract Documents prepared by the **ENGINEER**, it shall be at the **OWNER's** sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the **ENGINEER's** services. The **OWNER** shall promptly notify the **ENGINEER** of the identity of the **VE** and shall define the **VE's** scope of services and responsibilities for the **ENGINEER**. All recommendations of the **VE** shall be given to the

ENGINEER for review, and adequate time will be provided to the **ENGINEER** to respond to these recommendations. If the **ENGINEER** objects to any recommendations made by the **VE**, it shall so state in writing to the **OWNER**, along with the reasons for objecting. If the **OWNER** requires the incorporation of changes in the Contract Documents to which the **ENGINEER** has objected, the **OWNER** agrees, to the fullest extent permitted by law, to waive all claims against the **ENGINEER** and to indemnify and hold harmless the **ENGINEER** from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, which arise in connection with or as result of the incorporation of such changes required by the **OWNER**. In addition, the **ENGINEER** shall be compensated for services necessary to incorporate recommended **VE** changes into reports, drawings, specifications, bidding or other documents. The **ENGINEER** shall be compensated as Additional Services for all time spent to prepare for, review and respond to the recommendations of the **VE**. The **ENGINEER's** time for performance of its services shall be equitably adjusted.

6.22. **Affirmative Action.** During the performance of this **Agreement**, the **ENGINEER**

agrees to take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex or national origin.

6.23. **Conflicts.** In the event of a conflict between the main text of this **Agreement** and any appendix thereof, provisions of the main text shall govern.

6.24. **Governing Law.** The laws of the State of Mississippi will govern the validity of this **Agreement**, its interpretations and performance, and remedies for any claims related to this **Agreement**.

6.25. **Dispute resolution.** All disputes, controversies or claims, or whatever kind or character, between the parties, their agents and/or principals, arising out of or in connection with the subject matter of this **Agreement**: shall be litigated in the Circuit or Chancery Court of Forrest County, Mississippi.

6.26. **Amendment.** This **Agreement** shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.

6.27. **Entire Understanding of Agreement.** This **Agreement** represents and incorporates the entire understanding of the parties hereto, and each

party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. **OWNER** and **ENGINEER** hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this **Agreement** shall be null, void and without effect to the extent they conflict with the terms of this **Agreement**.

6.28. **Nonwaiver.** No waiver by a party of any provision of this **Agreement** shall be deemed to have been made unless in writing and signed by such party.

6.29. **Course of Dealing.** **OWNER** and **ENGINEER** agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all other services, projects, agreements or dealings between the them, unless **OWNER** or **ENGINEER** gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them

6.30. **Separate Provisions.** If any provisions of this **Agreement** are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

6.31. The **ENGINEER** authorizes Michael W. Essary, P.E., Registered Professional Engineer No. 11856, in the State of Mississippi, to act on his behalf for this **Project**.

SECTION 7 — DEFINITIONS

As used herein, the following words and phrases have the meanings indicated, unless otherwise specified in various sections of this Agreement:

7.1. **Addenda.** Written or graphic instruments issued prior to the opening of bids which clarify, correct or change the bidding documents or the Contract Documents.

7.2. **Agreement.** This contract including all exhibits and documents included by reference.

7.3. **Application for Payment.** The form accepted by **ENGINEER** which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

7.4. **Bid.** The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the construction work to be performed.

7.5. **Change Order.** A document recommended by **ENGINEER** which is signed by Contractor and **OWNER** and authorizes an addition, deletion or revision in the construction work, or an adjustment in the contract price or the contract time, issued on or after the effective date of the construction contract.

7.6. **Contract Documents.** The drawings and specifications, addenda, and other documents required to obtain bids from contractors for construction of the **Project**.

7.7. **Contractor.** The person, firm or corporation with whom **OWNER** has entered into a contract for construction of the **Project**.

7.8. **Construction Cost.** Total cost of entire **Project** to **OWNER** not including **ENGINEER's** compensation and expenses, cost of land and rights-of-way, or compensation for or damages to properties, unless this **Agreement** so specifies; nor will it include **OWNER's** legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the **Project** or the cost of

services to be provided by others to **OWNER** pursuant to Section 3 of this **Agreement**.

7.9. **Direct Labor Costs.** Salaries and wages paid to **ENGINEER's** personnel engaged directly on the **Project**, including engineers, draftsmen, technicians, designers, surveyors, resident project representatives and other technical and administrative personnel; but does not include indirect payroll related costs or fringe benefits.

7.10. **Drawings.** The drawings which show the character and scope of the **Project** and which have been prepared or approved by **ENGINEER** and are referred to in the Contract Documents.

7.11. **Reimbursable Expenses.** Actual expenses incurred by **ENGINEER** directly in connection with providing services for the **Project**. These include, but are not limited to, transportation and subsistence; reproduction and printing; communications; postage and express mail; equipment rental; and expense of computers and other specialized equipment.

7.12. **Resident Project Representative.** The authorized representative of **ENGINEER** who is assigned to the construction site or any part thereof for the purpose of observing the performance of the work of the Contractor.

7.13. **Shop Drawings.** All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for Contractor to illustrate some portion of the work and all illustrations, brochures, standard schedules and other information prepared by a Supplier and submitted by Contractor to illustrate material or equipment for some portion of the **Project**.

Specifications. Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the **Project** and certain administrative details applicable thereto.

7.14. **Subcontractor.** An individual, firm or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the **Project** at the site.

7.15. **Supplier** A manufacturer, fabricator, supplier, distributor, material man or vendor of products or equipment used in construction of the project.

**SECTION 8 — SPECIAL PROVISIONS AND
EXHIBITS**

8.1. The following Exhibits are attached to
and made a part of this **Agreement**.

8.1.1. **Exhibit A, "Project Description."**

8.1.2. **Exhibit A-1, "Project Map."**

8.1.3. **Exhibit B, "Scope of Design Phase
Services."**

8.1.4. **Exhibit C, "Scope of Construction
Phase Services."**

8.1.5. **Exhibit D, "Project Schedule."**

8.1.6. **Exhibit E, "Payments to Engineer."**

8.2.7 **Exhibit F, "2019 Rate Schedule."**

8.2. This **Agreement**, consisting of Pages 1 to 19,
inclusive, together with the Exhibits identified above,
constitutes the entire agreement between **OWNER** and
ENGINEER and supersedes all prior written and oral
understandings. This **Agreement** and said Exhibits
may only be amended, supplemented, modified or
canceled through a duly executed written instrument.

AGREEMENT FOR PROFESSIONAL SERVICES

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

OWNER: CITY of HATTIESBURG

BY:

Toby Barden
Toby Barden

TITLE:

Mayer

WITNESS:

K. S. B.

City Clerk

ENGINEER: NEEL-SCHAFER, INC.

BY:

Joel H. Hunsail
Joel H. Hunsail

TITLE:

Coo

WITNESS:

Willie Slay

EXHIBIT A

PROJECT DESCRIPTION

This project will consist of building a new 2-lane roadway to connect Hall Avenue to East Hardy Street along Gulfport Street as shown in Exhibit A-1, Project Map. The primary purpose of the project is to provide uninterrupted vehicular access over the Canadian National Rail line for local residents and emergency vehicles by building a roadway overpass over the existing rail line.

1. The Hall Avenue typical section will consist of two 11' lanes, curb and gutter, a new drainage system, sidewalks, lighting and landscaping as shown below. The Gulfport Street typical section will be the same as Hall Avenue, but will have a center island.
2. There will be a roadway overpass across the existing Canadian National rail line.
3. The intersection of East Hardy Street and Gulfport Street will be improved to provide a traffic signal and appropriate turn lanes.

NOTE: The City of Hattiesburg will coordinate and pay all costs related to right-of-way acquisition for the project including boundary surveys, appraisals, etc.



East Hardy St.

Temporary
Police Station

Southern Avenue

Gulfport Street

Rebecca Avenue

Tipton Street

Friendship
Park

Williams Street

Road Over
CN Railroad

Bay Street

Hall Avenue

Public
Safety
Complex

Alignment of
New Roadway

EXHIBIT A-1
Project Map

EXHIBIT B

SCOPE OF DESIGN PHASE SERVICES

1 PRELIMINARY DESIGN PHASE

After execution of the Agreement, the Preliminary Design Phase will be initiated and the **ENGINEER** shall:

- 1.1 Consult with the **OWNER** to clarify and define the **OWNER's** requirements for the Project.
- 1.2 Assemble and review available data which may be pertinent to the Project.
- 1.3 Make surveys needed for design of the Project, including locating utilities which are visually apparent. Establish horizontal and vertical control as necessary for construction of the Project.
- 1.4 Identify and analyze requirements of governmental authorities having jurisdiction to approve the Project with whom consultation is to be undertaken in connection with the Project.
- 1.5 Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.
- 1.6 Develop criteria for rights-of-way, working easements and permanent easements. Indicate preliminary rights-of-way and easement requirements on drawings. Determine apparent ownership of property where easements are required.
- 1.7 Locate telephone, electric power, gas, water, sewer and other utilities which will affect the Project from information provided by the **OWNER** and utility companies and from the **ENGINEER's** surveys. In that these utility locations are based, at least in part, on information from others, the **ENGINEER** cannot and does not warrant their completeness or accuracy.
- 1.8 Based on the information contained in the preliminary design documents, prepare an opinion of probable construction costs.
- 1.9 Furnish one copy of above preliminary design documents to **OWNER** for review
- 1.10 Schedule progress meetings as required to effectively coordinate with the **OWNER**; prepare minutes of these progress meetings; and prepare a design progress report monthly for the preceding month's work which shall accompany the **ENGINEER's** monthly statement.
- 1.11 The **ENGINEER's** services under the Preliminary Design Phase will be considered complete no later than 30 days after the date when preliminary design documents are delivered to the **OWNER** plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the preliminary design documents, if such approval is to be obtained during the Preliminary Design Phase.

2 FINAL DESIGN PHASE

After receiving written authorization to proceed with the Final Design Phase, the **ENGINEER** shall:

- 2.1 Modify preliminary design documents as necessary to reflect **OWNER's** comments.
- 2.2 Perform detailed design.
- 2.3 On the basis of approved preliminary design documents (including **OWNER's** comments) and detailed design, prepare final design documents to include final construction drawings, specifications and contract documents.
- 2.4 Conduct plan-in-hand inspection of the project site with **OWNER** and representatives of governmental agencies which may have jurisdiction over the Project.
- 2.5 Meet as necessary with representatives of utility companies to resolve utility issues.
- 2.6 Prepare a project notebook containing copies of all design calculations, equipment and component data sheets, manufacturer's catalog cuts, survey books/notes, correspondence and other information.
- 2.7 Based on information contained in the final design documents, prepare a revised opinion of probable construction costs.
- 2.8 Provide technical criteria, written descriptions and design data for **OWNER's** use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to review or approve the final design of the Project and assist **OWNER** in consultations with appropriate authorities.
- 2.9 Furnish one set of the above final design documents to the **OWNER** for review and approval
- 2.10 Schedule progress meetings as required to effectively coordinate with the **OWNER**; prepare minutes of these progress meetings; and prepare a design progress report monthly for the preceding month's work which shall accompany the **ENGINEER's** monthly statement.
- 2.11 The **ENGINEER's** services under the Final Design Phase will be considered complete at the earlier of (1), the date when the final design documents have been accepted by the **OWNER**, or (2), 30 days after the date when the final design documents are delivered to the **OWNER** for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the final design documents if such approval is to be obtained during the Final Design Phase.

EXHIBIT C

SCOPE OF CONSTRUCTION PHASE SERVICES

1 BIDDING AND CONTRACTING PHASE

After the **OWNER** has authorized the project for bidding, the Bidding and Contracting Phases will be initiated and the **ENGINEER** shall:

- 1.1 Prepare and issue Contract Documents to prospective bidders, and maintain a record of their issuance.
- 1.2 Prepare and issue Addenda as appropriate to interpret, clarify, correct or expand Contract Documents to each known procurer of the Contract Documents.
- 1.3 Provide information on the general scope, unusual conditions and desired sequence of construction as requested by procurers of Contract Documents.
- 1.4 Conduct a pre-bid conference if requested by the **OWNER**.
- 1.5 Assist the **OWNER** in advertising for and obtaining bids for the contract for construction.
- 1.6 Consult with and advise the **OWNER** as to the acceptability of subcontractors, suppliers, and other persons or organizations proposed by the prime Contractor as required by the Contract Documents.
- 1.7 Consult with and advise the owner as to the acceptability of substitute materials and equipment proposed by the Contractor when substitution prior to the award of contracts is allowed by the Contract Documents.
- 1.8 Attend the bid opening, prepare bid tabulation sheets and assist owner in evaluating bids.
- 1.9 Assist the **OWNER** in the preparation of the documents necessary to complete the award.
- 1.10 Conduct a preconstruction conference.
- 1.11 The Bidding and Contracting Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

2 CONSTRUCTION PHASE

General Administration of Construction Contract.

- 2.1 The **ENGINEER** shall consult with and advise **OWNER** and act as **OWNER'S** representative; shall issue all instructions of **OWNER** to Contractor; and shall act as initial interpreter of the Contract Documents and judge of the acceptability of the work thereunder.

2.2 Visits to the Site and Observation of Construction.

- 2.2.1 The **ENGINEER** shall make visits to the site at intervals appropriate to the various stages of construction as he deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, the **ENGINEER** shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and shall keep **OWNER** informed of the progress of the work. The purpose of the **ENGINEER'S** visits to the site will be to enable him to carry out the duties and responsibilities assigned to and undertaken by him during the Construction Phase, and, in addition, through his experience as a qualified design professional, to provide for **OWNER** a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, the **ENGINEER** shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work; nor shall the **ENGINEER** have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, the **ENGINEER** can neither guarantee the performance of the construction contract by Contractor nor assume responsibility for Contractor's failure to furnish and perform his work in accordance with the Contract Documents.
- 2.2.2 Defective Work. During such site visits and on the basis of such observations, the **ENGINEER** may recommend to the **OWNER** disapproval or rejection of Contractor's work if the **ENGINEER** believes that such work will not produce a completed Project which conforms generally with the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- 2.2.3 Clarifications and Interpretations; Change Orders. The **ENGINEER** shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. In connection therewith, if appropriate, the **ENGINEER** shall recommend Change Orders to **OWNER** and shall prepare Change Orders as required.
- 2.2.4 Shop Drawings. The **ENGINEER** shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor is required to submit, but only for conformance with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

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- 2.2.5 Substitutes. The **ENGINEER** shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- 2.2.6 Inspections and Tests. The **ENGINEER** shall have authority, as **OWNER'S** representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- 2.2.7 Applications for Payment. Based on the **ENGINEER'S** on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules:
- 2.2.7.1 The **ENGINEER** shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to **OWNER**, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the **ENGINEER'S** knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents. In the case of unit price work, the **ENGINEER'S** recommendations of payment will include final determinations of quantities and classification of such work (subject to any subsequent adjustments allowed by the Contract Documents).
- 2.2.7.2 By recommending any payment, the **ENGINEER** shall not thereby be deemed to have represented that on-site observations made by the **ENGINEER** to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to the **ENGINEER** in this Agreement and the Contract Documents. The **ENGINEER'S** review of Contractor's work for the purposes of recommending payments will not impose on the **ENGINEER** responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on the **ENGINEER** to make any examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the contract price, or to determine that title to any of the work, materials or equipment has passed to **OWNER** free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between **OWNER** and Contractor that might affect the amount that should be paid.
- 2.2.8 Contractor's Completion Documents. The **ENGINEER** shall receive, review and transmit to **OWNER** with written comments maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of the Contract Documents); and shall transmit them to **OWNER** with written comments.
- 2.2.9 Substantial Completion. Following notice from Contractor that Contractor considers the entire work ready for its intended use, the **ENGINEER** and **OWNER**, accompanied by
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Contractor, shall conduct an inspection to determine if the work is substantially complete. If, after considering any objections of **OWNER**, the **ENGINEER** considers the work substantially complete, the **ENGINEER** shall deliver a certificate of substantial completion to **OWNER** and Contractor.

- 2.2.10 Final Notice of Acceptability of the Work. The **ENGINEER** shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that the **ENGINEER** may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, the **ENGINEER** shall also provide a notice that the work is acceptable to the best of the **ENGINEER's** knowledge, information and belief and based on the extent of the services performed and furnished by the **ENGINEER** under this Agreement.
- 2.2.11 Record Documents. Upon completion of the work, the **ENGINEER** shall compile for and deliver to the **OWNER** a complete set of record documents conforming to information furnished to the **ENGINEER** by the Contractor. This set of documents shall consist of record specifications and reproducible record drawings showing the reported location of the work. In that record documents are based on information provided by others, the **ENGINEER** cannot and does not warrant their accuracy.
- 2.2.12 Limitation of Responsibilities. The **ENGINEER** shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization at the site or otherwise furnishing or performing any of the work. The **ENGINEER** shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.
- 2.2.13 Progress Meetings and Reports. During construction, the **ENGINEER** will schedule and conduct monthly progress meetings with the **OWNER**, Contractor and appropriate subcontractors, if any, to discuss progress, scheduling problems, conflicts and observations of all parties involved. The **ENGINEER** shall also prepare minutes of the meeting. The **ENGINEER** shall also prepare a construction progress report monthly which shall be submitted to **OWNER** by the 10th day of each month for the preceding month's work. This report shall accompany the Contractor's and the **ENGINEER'S** monthly payment requests.
- 2.2.14 Duration of Construction Phase. The Construction Phase will commence with the execution of the construction contract for the Project or any part thereof and will terminate upon written recommendation by the **ENGINEER** of final payment and submission of record documents to **OWNER**.

3 RESIDENT PROJECT REPRESENTATIVE

- 3.1 The **ENGINEER** shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist the **ENGINEER** in observing progress and quality of the work of the Contractor.
- 3.2 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, the **ENGINEER** shall endeavor to provide further protection for **OWNER** against defects and deficiencies in the work of the Contractor; but, the furnishing of such services will not make the **ENGINEER** responsible

for or give him control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the work in accordance with the Contract Documents.

- 3.3 The duties and responsibilities of the RPR are limited to those of the **ENGINEER** in his agreement with the **OWNER** and in the construction Contract Documents, and are further limited and described as follows:
- 3.3.1 General Duties: RPR is the **ENGINEER'S** agent at the site and will act as directed by and under the supervision of the **ENGINEER** and will confer with the **ENGINEER** regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with the **ENGINEER** and Contractor keeping **OWNER** advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with **OWNER** with the knowledge of and under the direction of the **ENGINEER**.
- 3.3.2 Specific Duties and Responsibilities of RPR
- 3.3.2.1 Schedules. Review the progress schedule and schedule of Shop Drawing submittals prepared by Contractor and consult with the **ENGINEER** concerning acceptability.
- 3.3.2.2 Conferences and Meetings. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- 3.3.2.3 Liaison: Serve as the **ENGINEER'S** liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist the **ENGINEER** in serving as **OWNER'S** liaison with Contractor when Contractor's operations affect **OWNER'S** on-site operations.
- 3.3.2.4 Assist in obtaining from **OWNER** additional details or information, when required for proper execution of the work.
- 3.3.2.5 Shop Drawings and Samples: Record date of receipt of Shop Drawings and samples.
- 3.3.2.5.1 Receive samples which are furnished at the site by Contractor, and notify the **ENGINEER** of availability of samples for examination.
- 3.3.2.5.2 Advise the **ENGINEER** and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by the **ENGINEER**.
- 3.3.2.6 Review of Work, Rejection of Defective Work, Inspections and Tests: Conduct on-site observations of the work in progress to assist the **ENGINEER** in determining if the work is in general proceeding in accordance with the Contract Documents.
- 3.3.2.6.1 Report to the **ENGINEER** whenever RPR believes that any work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated

in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the **ENGINEER** of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

- 3.3.2.6.2 Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to the **ENGINEER** appropriate details relative to the test procedures and startups.
- 3.3.2.6.3 Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report these results to the **ENGINEER**.
- 3.3.2.7 Interpretation of Contract Documents. Report to the **ENGINEER** when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the **ENGINEER**.
- 3.3.2.8 Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to the **ENGINEER**. Transmit to Contractor in writing decisions as issued by the **ENGINEER**.
- 3.3.2.9 Records: Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all addenda, Change Orders, additional Drawings issued subsequent to the execution of the contract, the **ENGINEER'S** clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.
 - 3.3.2.9.1 Prepare a daily report or keep a diary or logbook, recording Contractor's hours on the job site, weather conditions, data relative to questions of Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the **ENGINEER**.
 - 3.3.2.9.2 Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
 - 3.3.2.9.3 Reports: Furnish the **ENGINEER** periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.
- 3.3.2.10 Consult with the **ENGINEER** in advance of scheduled major tests, inspections or start of important phases of the work.
- 3.3.2.11 Draft and recommend to the **ENGINEER** proposed Change Orders, obtaining backup material from Contractor.
- 3.3.2.12 Report immediately to the **ENGINEER** and **OWNER** the occurrence of any accident.

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- 3.3.2.13 Payment Requests. Review applications for payment with Contractor for compliance with the established procedure for submission and forward with recommendations to the **ENGINEER**, noting particularly the relationship of the payment requested to the work completed and materials and equipment delivered at the site but not incorporated in the work.
- 3.3.2.14 Certificates, Maintenance and Operation Manuals. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the **ENGINEER** for review and forwarding to **OWNER** prior to final payment for the work.
- 3.3.2.15 Completion: Before the **ENGINEER** certifies substantial completion, submit to Contractor a list of observed items requiring completion or correction.
- 3.3.2.16 Observe whether Contractor has performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
- 3.3.2.17 Conduct a final inspection in the company of the **ENGINEER**, **OWNER**, and Contractor and prepare a final list of items to be completed or corrected.
- 3.3.2.18 Observe whether all items on final list have been completed or corrected and make recommendations to the **ENGINEER** concerning acceptance.
- 3.4 Limitations of Authority of the Resident Project Representative: Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by the **ENGINEER**.
- 3.4.1 Shall not exceed limitations of the **ENGINEER'S** authority as set forth in the Contract Documents and this Agreement.
- 3.4.2 Shall not undertake any of the responsibilities of Contractor, subcontractors, suppliers or Contractor's superintendent.
- 3.4.3 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- 3.4.4 Shall not advise on, issue directions regarding to, or assume control over safety precautions and programs in connection with the work.
- 3.4.5 Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.
- 3.4.6 Shall not authorize **OWNER** to occupy the Project in whole or in part.
- 3.4.7 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the **ENGINEER**.
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EXHIBIT D - PROJECT SCHEDULE

Hall Avenue Overpass Project

No.	DESCRIPTION	<u>2019</u>								<u>2020</u>												<u>2021</u>						
		<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>
1.	City to Approve Engineering Contract																											
2.	Topographic Survey																											
3.	Property Parcel Surveys																											
4.	Preliminary Design																											
5.	Acquire CN Railroad Permit																											
6.	Right-of-Way Acquisition																											
7.	Utility Relocation																											
8.	Final Design																											
9.	Bidding & Contracting																											
10.	Construction																											

EXHIBIT E

PAYMENTS TO ENGINEER

For Basic Services

Owner agrees to pay **ENGINEER** for Basic Services rendered under Section 1, as supplemented by Exhibit B, "Scope of Design Phase Services" and Exhibit C, "Scope of Construction Phase Services", the following amounts:

1 DESIGN PHASE SERVICES:

The design phase shall consist of developing construction plans and specifications for the roadway and railroad overpass structure as described and shown in Exhibit A and Exhibit A-1.

Other services covered in the Design Phase will include topographic and ROW Surveys, geotechnical investigations and preparation/approval of a railroad permit from Canadian National Railroad for the overpass.

2 CONSTRUCTION PHASE SERVICES:

The construction phase shall include the advertising, bidding and contracting of the project.

The Engineer shall make daily visits to the site in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work.

The Engineer shall provide a Resident Project Representative (RPR), assistants and other field staff to assist the Engineer in observing progress and quality of the work of the Contractor.

Payment for these services shall be:

2.1	Design Phase Services	Lump Sum - \$597,300
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2.2	Construction Phase Services	Hourly Not-To-Exceed - \$432,000
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**(The above fees are based on an overall Construction Budget
of \$7.2MM and a Construction Schedule of 12 months)**

- 3 ADDITIONAL SERVICES** OWNER shall pay **ENGINEER** for Additional Services rendered under Section 2 in a lump sum amount agreed upon by Owner and Engineer. Additional services would be items such as eminent domain assistance in the Right of Way phase. If no lump sum agreement is reached, then the owner shall pay on an hourly basis per the attached **Exhibit F – 2019 Hourly Rate Schedule** plus Reimbursable Expenses. Payments to **ENGINEER** for Additional Services shall be made in accordance with paragraph 5.2 of this **Agreement**.

- 4** Payments to **ENGINEER** by **OWNER** are not contingent on any factor except **ENGINEER's** ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

EXHIBIT F
NEEL-SCHAFER, INC.
2019 RATE SCHEDULE
FOR PROFESSIONAL SERVICES

EMPLOYEE CLASSIFICATION	POSITION	HOURLY RATE
P-7, P-8, P-9	Officer, Senior or Engineer Manager/Professional IV/Survey Manager	\$195.00
P-6	Senior Project Manager/Professional III	\$175.00
P-5	Project Manager/Professional II	\$140.00
P-4	Professional I	\$125.00
P-1, P-2, P-3	Professional Intern	\$105.00
T-6	Senior Certified Engineering Technician	\$140.00
T-5	Certified Engineering Technician/Supervisory Technician	\$120.00
T-4	Technician IV/ Inspector IV/ Surveyor IV	\$105.00*
T-3	Technician III/Inspector III//Survey Crew Chief	\$95.00*
T-2	Technician II/Inspector II/Survey Instrument Person	\$80.00*
T-1	Technician I/Inspector I/Survey Assistant	\$70.00*
T-1	Student Intern	\$45.00*
A-4	Senior Administrative	\$80.00
A-3	Senior Clerical	\$75.00*
A-2	Clerical	\$65.00*
A-1	Assistant Clerical	\$50.00*
	Three-Member Survey Party	\$196.00*
	Two-Member Survey Party	\$152.00*
	One-Member Survey Party	\$115.00*

* Hourly rates indicated for these non-exempt classifications apply to regular time. If overtime work is required to meet client's schedule, Neel-Schaffer reserves the right to negotiate overtime rates.

"Professional" positions include engineer, architect, geologist, scientist, landscape architect, and planner.

"Technician" positions include engineering, soil, architecture, planning, GIS and information technology.

REIMBURSABLE EXPENSE SCHEDULE

<u>EXPENSE</u>	<u>COST</u>
Vehicle Mileage	\$0.58/mile
Traffic Counter/Video Monitor	\$10.00/day

All other expenses, including contract reproduction/printing, travel and subsistence, parking, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost. Use State or Federal Rates for mileage, travel and subsistence where necessary and/or required.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, May 5, 2020

Re: Approve Feasibility Review Reimbursement Agreement between the City and Norfolk Southern Railway Company for the Hall Avenue Overpass Project and authorize the Mayor to execute in duplicate.
File Number: 2020-282
Minute Book #

Summary

Approve Feasibility Review Reimbursement Agreement between the City and Norfolk Southern Railway Company for the Hall Avenue Overpass Project; Authorize Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the May 5, 2020 City Council meeting for consideration.

Feasibility Review Reimbursement Agreement
By and Between the City of Hattiesburg and Norfolk Southern Railway
Company – Proposed CN Connection Track in Hattiesburg, MS, at or
between approximate MP NO-85.2 and MP NO-85.5

This Feasibility Review Reimbursement Agreement (“Agreement”) made by and between the City of Hattiesburg (“City”), and Norfolk Southern Railway Company (“NSR”),

The City proposes a new connection track from the NSR NO&NE line to Canadian National’s Beaumont sub (CN MP 95.1) in Hattiesburg, MS at or between approximate NSR MP NO-85.2 and MP NO-85.5, which will involve or affect NSR’s facilities (hereinafter referred to as the “Project”). The City agrees to reimburse NSR for the Feasibility Review Costs incurred by its involvement and assistance in further development of the City’s conceptual plan for the new connection track. NSR will assist in conceptual track design and provide to the City for review budgetary-type cost estimates (NSR costs only) for proposed work affecting NSR facilities. NSR participation in the Project under this Agreement or any plan produced as an outcome of NSR participation do not constitute NSR approval of the Project. NSR is not responsible for requesting approval, comments, cost estimates or any other information from Canadian National Railway or any other party for any proposal which may affect their facilities or rights of way. Any other NSR participation beyond that described herein must be covered by additional agreement(s).

Therefore, in consideration of the benefits moving to each of the parties hereto, they do mutually agree as follows:

ARTICLE 1. FEASIBILITY REVIEW COSTS. The Project’s Feasibility Review costs to be paid by the City to NSR are estimated not to exceed \$10,000 plus actual out of pocket expenses (the “Estimate”). These feasibility review costs may be incurred by NSR’s employees and/or its consultant(s). If, at any time, the Project costs appear likely to exceed the Estimate, NSR shall notify the City and the City will decide whether to increase the new estimated costs. NSR shall have no obligation to continue to provide the services of NSR employees or incur costs in furtherance of the Project if the City elects not to increase the funding limits for the Project.

The labor rates to be charged to the City for NSR’s employees are set forth in Attachment I to this Agreement.

ARTICLE 2. REIMBURSEMENT. Notwithstanding the provisions of the preceding paragraph, the City agrees to reimburse NSR for one hundred percent (100%) of the actual costs of the Project.

NSR shall submit monthly invoices requesting all labor costs and expenses incurred by NSR pursuant to Article 1 of this Agreement. Upon receipt and verification of the bill, the City must promptly pay NSR the entire amount of bill.

NSR’s billing to the City shall be in accordance with the provisions of Federal Highway Administration’s (FHWA) Federal-Aid Policy Guide (23 CFR) and supplements and amendments hereto. NSR agrees to keep all books, records and other billing documents relative to this Agreement for a period of three (3) years from the date of final payment to

NSR under this Agreement, and to make such records (unless the same are protected by the attorney-client privilege or are attorney work product) available at reasonable times during normal business hours at the location where such records are normally maintained by NSR, for examination by the City and its authorized agents, supporting the hours spent by NSR's employees and the expenses NSR incurred with respect to this Project.

ARTICLE 3. EFFECTIVE DATE OF THIS AGREEMENT. This Agreement shall take effect at the time it is approved and signed by both the City and NSR.

ARTICLE 4. TERMINATION. This Agreement shall terminate upon (1) the execution by the Parties of a Preliminary Engineering Agreement, (2) the City's written notice to NSR a minimum of thirty (30) days prior to the termination date, or (3) NSR's written notice to the City a minimum of thirty (30) days prior to the termination date. Within sixty (60) days of termination of this Agreement, NSR shall submit a bill for any outstanding costs associated with the Project. Upon receipt and verification of the bill, the City must promptly pay NSR the entire amount of bill.

Execution of this Agreement does not constitute NSR approval of the project or obligate the Parties to execute any additional, necessary agreements for the Project.

IN WITNESS THEREOF, the City and NSR have caused these presents to be signed by their duly authorized officers:

Printed Name

Signature

Title

Date

Norfolk Southern Railway Company

Printed Name

Signature

Title

Date

ATTACHMENT I NSR's SERVICES

- A. Labor Costs - Labor costs for services of NSR's employees shall accrue at the following hourly rates based on the actual number of hours (or fractional hours in units of no less than one-quarter hours) spent by such employees:

<u>Job Position</u>	<u>Hourly Rate</u>
Director, Assistant Chief Engineer, Transportation Officials or their equivalents	\$200
All others	\$150

- B. Expenses - Actual out of pocket expenses will be accrued with any administrative or overhead mark up and shall include NSR's consultant's fees. All out of pocket travel expenses incurred shall be in accordance with NSR's rules applicable to NSR's employee travel.
- C. Records - NSR agrees to keep all books, records and other billing documents relative to this Agreement for a period of three (3) years from the date of final payment to NSR under this Agreement, and to make such records (unless the same are protected by the attorney-client privilege or are attorney work product) available at reasonable times during normal business hours at the location where such records are normally maintained by NSR, for examination by the ____ and its authorized agents, supporting the hours spent by NSR's employees and the expenses NSR incurred with respect to this Project.



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, May 5, 2020

Re: Approve Professional Services Contract with Jeff Byrd as designated operator of record for the Hattiesburg water system and authorize the Mayor to execute the same.

File Number: 2020-286
Minute Book #

Summary

Authorize Mayor to execute professional services contract with Jeff Byrd as designated operator of record for the Hattiesburg water system.

Recommendation Statement

Please place this on the May 5, 2020 City Council meeting for consideration.

Consulting Agreement

This Consulting Agreement is entered into this 5th day of May, 2020, by and between Jeff Byrd, of 70 Byrd Nest Lane Richton, MS. 39476 referred to herein as “Consultant” and The City of Hattiesburg, Mississippi, referred to herein as the “City”.

Whereas, Consultant has agreed to perform consulting work for the City in the area of water operations and other related activities pursuant to the terms of this Agreement.

Now, therefore, for and in consideration of the mutual covenants contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Consultant’s Services

Operational Requirements of Class “B” System

The minimum job performance duties and responsibilities of the operation of Class “B” public water system are outlined below. The Consultant will serve as designated operator of record. These duties must be carried out by the system’s designated operator of record or an individual(s) under his or her direct supervision. These include:

- A. Maintaining a Public Water System (PWS) Operations record documenting activities completed on the public water system. This record must be available for inspection by Bureau staff. The Public Water System Operations record is the property of the PWS and must remain as part of the official records of the PWS. Certified Operator of Record must review and initial record entries for staff working under his/her supervision.
- B. As a minimum, personally inspect the treatment facilities 5 days a week, and perform all needed and appropriate duties in order to maintain water system facilities in operational manner. Days of inspection should be staggered appropriately.
- C. Test and record the disinfection residual 5 days a week on the discharge of the treatment facilities along with periodic checks on the distribution system. Maintain a disinfection residual to the ends of the water distribution system.
- D. Ensure collection of all compliance water samples on the system as required by the Safe Drinking Water Act. Compliance samples dependent upon Bureau-approved sample site plans must be collected from locations that are on those plans for the water system.
- E. Read and record the readings from all master meters and/or hour clocks at the operator’s discretion.

- F. Check all wells at a minimum once a week to determine if they are performing as needed. The well cycle run time should be checked and the master meter(s) should be used to record the pumping capacity of the well(s).
- G. Ensure that all extensions to the water distribution system designed to serve more than one customer have been approved by the MSDH Bureau of Public Water Supply before beginning construction.
- H. Have personnel available to answer customer complaints and investigate and resolve problems with the operational issues that may affect the quality or quantity of water provided.
- I. Maintain a working set of distribution plans for the location of valves and lines.
- J. Create a valve and hydrant operation schedule to help ensure that regularly scheduled maintenance occurs for the system.
- K. Develop and implement a routine flushing program.
- L. Maintain an up to date emergency operation plan for the public water system is maintained and implemented as the need arises.
- M. Maintain an adequate inventory of supplies, chemicals and equipment to properly operate the public water system.
- N. Ensure that the water treatment facilities and water sources are properly secured. Ensure that operations personnel are available 24 hours a day to address system problems as they occur.

The following are some of the duties that are performed by the operational staff and the public water system as a part of the Capacity Assessment. This Capacity Assessment is performed by Bureau of Public Water Supply Regional Engineering Staff at the system's annual inspection/sanitary survey. These tasks are not solely the operator's responsibility. While the operator may have a significant role, it is inherent on the system and the governing officials to administer the necessary policies and where needed the enforcement of those policies.

- A. Ensure that all steel water tanks are regularly inspected to ensure that they are operating properly; the water level in the tank should rise and fall to keep water in the tank circulating. System should visually inspect the tank frequently and coordinate proper maintenance as needed.
- B. Develop a written set of standard operating procedures (SOP) for the public water system. The public water system should develop these procedures in sufficient detail and routinely update them to identify all activities required to efficiently operate and maintain all components of the water system. The responsible official/management of the public water system should review and approve this set of standard operating procedures. The system should maintain the SOP in the

official records of the water system so that it will be available for use by system personnel.

- C. Develop and implement an ongoing cross connection control program by: (1) identifying and tracking all existing cross connections on the water system, (2) ensuring that all existing cross connection is isolated from the water system by the correct type of cross connection control assembly, (3) evaluating all new connections to the water system to ensure that cross connection control devices are installed where needed, and (4) developing a written program to track each cross connection control device on the water system to ensure that each device is tested each year by an MSDH approved & licensed backflow device tester.
- D. Ensure that the public water system develops and maintains an organized record keeping system to retain all correspondence and reports received from MSDH Bureau of Public Water Supply and to retain the results of all water quality analyses required by the Safe Drinking Water Acts. These records should be maintained onsite, in one location whenever possible, and must be available for review by Bureau of Public Water Supply staff.
- E. Analyze and record, at a minimum, quarterly water loss to aid in the determination of leaks and other potential problems on the system.

2. Consideration

In consideration for the Consulting Services to be performed by Consultant under this Agreement, The City will pay Consultant at the rate of \$3,000.00 per month for time spent on water operations. The Consultant will invoice the City each month. After approval by the City council, a check will be issued to the Consultant.

3. Independent Contractor

Nothing herein shall be construed to create an employer-employee relationship between the City and Consultant. Consultant is an independent contractor and not an employee of the City or any of its subsidiaries or affiliates. The consideration set forth in **Section 2** shall be the sole consideration due Consultant for the services rendered hereunder. It is understood that the City will not withhold any amounts for payment of taxes from compensation of Consultant hereunder. Consultant will not represent to be or hold himself out as an employee of the City.

4. Confidentiality

In the course of performing Consulting Services, the parties recognize that Consultant may come in contact with or become familiar with information with the City may consider confidential. Consultant agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate City personnel or their designees.

5. Term

This Agreement shall commence on May 5th, 2020 and shall terminate June 30, 2021. Either party may terminate this Agreement upon Thirty (30) days prior written notice.

6. Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Mississippi.

7. Notices

Unless provided herein to the contrary, any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement

8. Entire Agreement

This Agreement shall constitute the entire agreement between the parties and any understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

9. Modification of Agreement

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party

Jeff Byrd, Consultant

City of Hattiesburg



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, May 5, 2020

Re: Approve payment and authorize manual checks in the amount of \$8,352.45 to Courtesy Realty, LLC and TNM Realty, LLC for 2019 prorated taxes associated with property located at 1410 W. Pine Street *Old Courtesy Ford Building*.

File Number: 2020-291
Minute Book #

Summary

Approve payment and authorize manual checks in the amount of \$8,352.45 to Courtesy Realty, LLC and TNM Realty, LLC for 2019 prorated taxes associated with property located at 1410 W. Pine Street *Old Courtesy Ford Building*.

Recommendation Statement

I recommend approving payment by manual check for the 2019 prorated taxes on property located at 1410 W. Pine Street in the amount of \$8,352.45.

Please place this on the May 5, 2020 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Wes Curry, Municipal Court Judge

cc:

Date: Tuesday, May 5, 2020

Re: Acknowledge receipt of the award for the Substance Abuse and Mental Health Services Administration (SAMSHA) Treatment Drug Courts Grant in the amount of \$385,230 for the continuation of the Hattiesburg Behavioral Health Court Treatment Expansion project, covering the period May 31, 2020 through May 30, 2021.
File Number: 2020-268
Minute Book #

Summary

SAMHSA – Hattiesburg Behavioral Health Court Treatment Expansion

Recommendation Statement

I recommend acknowledgement of the receipt of the award for the Substance Abuse and Mental Health Services Administration (SAMSHA) Treatment Drug Courts Grant in the amount of \$385,230 for the continuation of the Hattiesburg Behavioral Health Court Treatment Expansion project, covering the period May 31, 2020 through May 30, 2021.

Please place this on the May 5, 2020 City Council meeting for consideration.



SAMHSA Treatment Drug Courts
Department of Health and Human Services
Substance Abuse and Mental Health Services Administration

Issue Date: 04/13/2020

Center for Substance Abuse Treatment

Grant Number: 5H79TI081923-02
FAIN: H79TI081923
Program Director: Khadijah Muhammad

Project Title: Hattiesburg Municipal Court - Hattiesburg Behavioral Health Court Treatment Expansion

Organization Name: CITY OF HATTIESBURG

Business Official: Mrs. Jennifer Shows

Business Official e-mail address: jshows@hattiesburgms.com

Budget Period: 05/31/2020 – 05/30/2021

Project Period: 05/31/2019 – 05/30/2024

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$385,230 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to CITY OF HATTIESBURG in support of the above referenced project. This award is pursuant to the authority of PHS Act, Title V, Section 509; 42 U.S.C 290bb-2 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at www.samhsa.gov (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,
Eileen Bermudez
Grants Management Officer
Division of Grants Management

See additional information below

SECTION I – AWARD DATA – 5H79TI081923-02**Award Calculation (U.S. Dollars)**

Travel	\$6,869
Supplies	\$2,300
Contractual	\$374,471
Other	\$1,590

Direct Cost	\$385,230
Approved Budget	\$385,230
Federal Share	\$385,230
Cumulative Prior Awards for this Budget Period	\$0

AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$385,230
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SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
2	\$385,230
3	\$385,230
4	\$385,230
5	\$385,230

*Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:

CFDA Number:	93.243
EIN:	1646000432A1
Document Number:	19TI81923A
Fiscal Year:	2020

IC	CAN	Amount
TI	C96N363	\$385,230

IC	CAN	2020	2021	2022	2023
TI	C96N363	\$385,230	\$385,230	\$385,230	\$385,230

TI Administrative Data:

PCC: DCT-AD19 / OC: 4145

SECTION II – PAYMENT/HOTLINE INFORMATION – 5H79TI081923-02

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

SECTION III – TERMS AND CONDITIONS – 5H79TI081923-02

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 75 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:

Use of program income – Additive: Recipients will add program income to funds committed to the project to further eligible project objectives. Sub-recipients that are for-profit commercial organizations under the same award must use the deductive alternative and reduce their subaward by the amount of program income earned.

In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

SECTION IV – TI Special Terms and Conditions – 5H79TI081923-02

REMARKS

Continuation Award

1. This Notice of Award (NoA) is issued to inform your organization that the application submitted for the Grants to Expand Substance Abuse Treatment Capacity in Adult Treatment Drug Courts and Adult Tribal Healing to Wellness Courts/TI-19-002 program is being continued.

1a) This award reflects approval of the budget submitted *December 26, 2019* as part of the continuation application by your Organization. This award also accepts additional documentation submitted on February 19, 2020.

Key Staff

Key staff (or key staff positions, if staff has not been selected) are listed below:

Organizations receiving Federal Funds may not exceed 100% level of effort for any program staff member (Key Staff or otherwise) across all federally funded sources.

Any changes to key staff including level of effort involving separation from the project for more than three months or a 25 percent reduction in time dedicated to the project requires prior approval and must be submitted as a post-award amendment in eRA Commons.

For additional information on how to submit a post-award amendment, please visit the SAMHSA website: <https://www.samhsa.gov/grants/grants-management/post-award-changes>. Any technical questions regarding the submission process should be directed to the eRA Service Desk: <http://grants.nih.gov/support/>.

3. All responses to award terms and conditions and post award amendment requests must be submitted as .pdf documents in eRA Commons. For more information on how to respond to tracked terms and conditions or how to submit a post award amendment request please refer to <https://www.samhsa.gov/grants/grants-training-materials> under heading Grant Management Reference Materials for Grantees.

4. Recipients are expected to plan their work and ensure that funds are expended within the 12-month budget period reflected on this Notice of Award. If activities proposed in the approved budget cannot be completed within the current budget period, SAMHSA cannot guarantee the approval of any request for carryover of remaining unobligated funding.

STANDARD TERMS AND CONDITIONS

Annual Programmatic Progress Report

By **August 31, 2021**, submit via eRA Commons.

The Programmatic Report is required on an annual basis and must be submitted as a .pdf to the View Terms Tracking Details page in the eRA Commons System no later than 90 days after the end of each 12-month budget period.

The Annual Programmatic Report must, at a minimum, include the following information:

- Data and progress for performance measures as reflected in your application regarding goals and evaluation activities.
- A summary of key program accomplishments to-date.
- Description of the changes, if any, that were made to the project that differ from the application for this incremental period.
- Description of any difficulties and/or problems encountered in achieving planned goals and objectives including barriers to accomplishing program objectives, and actions to overcome barriers or difficulties.

Note: Recipients must also comply with the GPRA requirements that include the collection and periodic reporting of performance data as specified in the FOA or by the Grant Program Official (GPO). This information is needed in order to comply with PL 102-62, which requires that Substance Abuse and Mental Health Services Administration (SAMHSA) report evaluation data to ensure the effectiveness and efficiency of its programs.

The response to this term must be submitted as .pdf documents in eRA Commons. Please contact your Government Program Official (GPO) for program specific submission information.

For more information on how to respond to tracked terms and conditions please refer to <https://www.samhsa.gov/grants/grants-training-materials> under heading **How to Respond to Terms and Conditions**.

Additional information on reporting requirements is available at <https://www.samhsa.gov/grants/grants-management/reporting-requirements>.

Annual Federal Financial Report (SF-425)

By **August 31, 2021**, submit via eRA Commons.

The Federal Financial Report (FFR) (SF-425) is required on an annual basis and should reflect only cumulative actual Federal funds authorized and disbursed, any non-Federal matching funds (if identified in the Funding Opportunity Announcement (FOA)), unliquidated obligations incurred, the unobligated balance of the Federal funds for the award, as well as program income generated during the timeframe covered by the report. Additional guidance to complete the FFR can be found at <http://www.samhsa.gov/grants/grants-management/reporting-requirements>.

FFR reporting must be entered directly into the eRA Commons system. Instructions on how to submit a Federal Financial Report (FFR) via the eRA Commons is available at <https://www.samhsa.gov/sites/default/files/samhsa-grantee-submit-ffr-10-22-17.pptx>.

Standard Terms for Awards

Your organization must comply with the Standard Terms and Conditions for the Fiscal Year in which your grant was awarded. The Fiscal Year for your award is identified on Page 2 of your Notice of Award. SAMHSA's Terms and Conditions Webpage is located at: <https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions>.

Compliance with Award Terms and Conditions

FAILURE TO COMPLY WITH THE ABOVE STATED TERMS AND CONDITIONS MAY RESULT IN ACTIONS IN ACCORDANCE WITH 45 CFR 75.371, REMEDIES FOR NON-COMPLIANCE AND 45 CFR 75.372 TERMINATION. THIS MAY INCLUDE WITHHOLDING PAYMENT, DISALLOWANCE OF COSTS, SUSPENSION AND DEBARMENT, TERMINATION OF THIS AWARD, OR DENIAL OF FUTURE FUNDING.

All previous terms and conditions remain in effect until specifically approved and removed by

the Grants Management Officer.

Staff Contacts:

Andrea Harris, Program Official

Phone: (240) 276-2441 **Email:** andrea.harris@samhsa.hhs.gov **Fax:** (240) 276-2595

Lesley Schrier, Grants Specialist

Phone: 240-276-0566 **Email:** lesley.schrier@samhsa.hhs.gov



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Andrew Ellard, Director

Date: Tuesday, May 5, 2020

Re: Ratify and confirm the Mayor's reappointment of Amy Hinton (Ward 1) to the Planning Commission for a term beginning May 13, 2020 and ending May 12, 2025.
File Number: 2020-279
Minute Book #

Summary

Ratify and confirm the Mayor's reappointment of Amy Hinton (W1)

Recommendation Statement

Ratify and confirm the Mayor's reappointment of Amy Hinton (W1)

Please place this on the May 5, 2020 City Council meeting for consideration.

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION Hattiesburg Planning Commission

TERM OF OFFICE 5 years PERIOD May 13, 2020 through May 12, 2025

TERM EXPIRED: X OR RESIGNED: _____ LETTER ATTACHED: _____

REPLACES Reappointment

NAME OF PROPOSED APPOINTEE Amy Hinton

ADDRESS 9 Medinah Drive Street

HOME PHONE NUMBER (601) 408-3635 WARD Ward 4

PLACE OF EMPLOYMENT Jones County Junior College

EMPLOYMENT ADDRESS 900 S Court St., Ellisville, MS

EMPLOYMENT PHONE NO: 601-477-4000 POSITION: Lead Instructor of the Paralegal Studies program

PERSON CONTACTED BY _____ DATE: _____

AGREED TO SERVE: _____ DECLINED: _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, May 5, 2020

Re: Approve contract between City of Hattiesburg and Republic Services to provide recycling services and authorize Mayor to execute contract upon legal review.
File Number: 2020-292
Minute Book #

Summary

Approve contract between City of Hattiesburg and Republic Services to provide recycling services and authorize Mayor to execute contract upon legal review.

Recommendation Statement

I recommend approval of this item and authorize the Mayor to execute upon legal review.

Please place this on the May 5, 2020 City Council meeting for consideration.

INVOICE TO			
CUSTOMER NAME	City of Hattiesburg		
ATTN	Jacqueline McClain		
ADDRESS	PO Box 1898		
CITY	Hattiesburg, MS		
STATE			
ZIP CODE	39042		
TEL. NO.	601 545 4503	FAX NO.	

SITE LOCATION		
SITE NAME	City of Hattiesburg Single Stream Packer	
ADDRESS	103 Faulkner St	
CITY	Hattiesburg, MS	
STATE		
SUITE		
ZIP CODE	39401	
TEL. NO.	(601) 545-4503	FAX NO.
AUTHORIZED BY	Ann Jones	TITLE
CONTACT	Ann Jones	TITLE Chief Administrative Officer



Customer Service Agreement

AGREEMENT NUMBER	A205655330
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ACCOUNT NUMBER	991 -
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EMAIL	annjones@hattiesburgms.com
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N/O	CONT. GRP	TYPE	SIZE	C	QTY	ACCT. TYPE	C/O	SERV. FREQUENCY	EST. LIFTS	S	P.O. REQ	RECPT. REQ	L/F CODE	OPEN/ CLOSE DATE	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DISP RATE	ADDITIONAL CHARGES	ONE TIME CHARGES	TC/RC CMP
N		IR	40.00Yd(s)	Y	1	P	N	O/C	2.0	N		N	BM01	6/1/2020	\$1,470.00	\$1,196.00		\$165.00 per ton		Delivery \$209.50 Dry Run \$226.50 Relocate \$219.50 Removal \$199.65 Washout \$253.00	

HEREINAFTER REFERRED TO AS THE "COMPANY"

The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer.

BY:	TITLE:
(AUTHORIZED SIGNATURE)	

BY:	TITLE:
(AUTHORIZED SIGNATURE)	
CUSTOMER NAME (PLEASE PRINT)	DATE OF AGREEMENT

COMMENTS
Valued Customer Discount - Delivery for 1 container IR 40.00 yard - \$209.50
One-time Installation Charge for IR 40.00 yard - \$2,500.00
Delivery Notes:
Safety: No Safety Concerns
Fuel Recovery Fee - No , Environmental Recovery Fee - No , Administrative Fee - Yes
Exempt From: Fuel Recovery Fee, Environmental Recovery Fee

TERMS AND CONDITIONS

SERVICES. Customer grants to Company the exclusive right to collect, transport, and dispose of or recycle all of Customer’s non-hazardous solid waste materials (including Recyclable Materials) (collectively, “Waste Materials”), and Company agrees to furnish such services as permitted by Applicable Laws.

TERM. THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE ON WHICH SERVICE UNDER THIS AGREEMENT COMMENCES AND SHALL CONTINUE FOR 36 MONTHS. THEREAFTER, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 36 MONTH TERMS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS BEFORE THE END OF THE THEN CURRENT TERM. ANY NOTICE OF TERMINATION UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND ACTUALLY RECEIVED BY COMPANY.

WASTE MATERIALS. The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, “Excluded Waste”), each as defined by applicable federal, state or local laws or regulations (collectively, “Applicable Laws”). **CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS’ FEES) (COLLECTIVELY, “LOSSES”) RESULTING FROM THE INCLUSION OF EXCLUDED WASTE IN THE WASTE MATERIALS.**

TITLE. Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.

TERMS AND CONDITIONS (Continued from previous page)

PAYMENT. Customer shall pay Company for the services and equipment furnished by Company at the rates provided in this Agreement. Customer shall pay all taxes, fees and other governmental charges assessed against or passed through to Company (other than income or real property taxes). Customer shall pay such fees as the Company may impose from time to time by notice to Customer (including, by way of example only, late payment fees, administrative fees and environmental fees), with Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Company: (a) a fee of \$50 (which Company may increase from time to time by notice to Customer) for each check submitted by Customer that is an insufficient funds check or is returned or dishonored; and (b) fuel/environmental recovery fees in the amount shown on each of Company's invoices, which amount Company may increase or decrease from time to time by showing the amount on the invoice. Customer shall pay Company within 20 days after the date of Company's invoice. At any time after Company becomes concerned about Customer's creditworthiness or after Customer has made any late payment, Company may request, and if requested Customer shall pay, a deposit in an amount equal to one month's charges under this Agreement.

RATE ADJUSTMENTS. Company may, from time to time by notice to Customer, increase the rates provided in this Agreement to adjust for any increase in: (a) disposal costs; (b) transportation costs due to a change in location of Customer or the disposal or recycling facility used by Company; (c) the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services), U.S. City Average; (d) the average weight per cubic yard of Customer's Waste Materials above the number of pounds per cubic yard upon which the rates provided in this Agreement are based as indicated on the cover page of this Agreement; (e) recycling sorting, processing and related costs; (f) costs related to Customer's failure to separate Recyclable Materials from other Waste Materials, the contamination of the Recyclable Materials, or other decreases in the value of the Recyclable Materials; or (g) Company's costs due to changes in Applicable Laws. Company may increase rates for reasons other than those set forth above with Customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices.

SERVICE CHANGES. The parties may change the type, size or amount of equipment, the type or frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties' actions and practices. This Agreement shall apply to any change of location of Customer within the area in which Company provides collection and disposal services.

RECYCLABLE MATERIALS. This section applies in the event Company has expressly agreed to remove and transport Recyclable Materials (material that Company determines can be recycled typically including, without limitation, aluminum cans (UBC – Used Beverage Containers), cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper and plastics containers) to a material recovery facility, recycling center or similar facility. Customer agrees that Company in its sole discretion may determine any single load is contaminated and may refuse to collect it or may charge Customer for any additional costs, including (but not limited to) sorting, processing, transportation and disposal costs. Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclable Materials and use of its best efforts to not place items in the container that may result in the decrease in the value of Recyclable Materials or make the Recyclable Materials unsuitable for recycling.

RESPONSIBILITY FOR EQUIPMENT; ACCESS. Any equipment Company furnishes shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. **CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FROM AND AGAINST ALL LOSSES ARISING FROM ANY INJURY OR DEATH TO PERSONS OR LOSS OR DAMAGE TO PROPERTY (INCLUDING THE EQUIPMENT) ARISING OUT OF CUSTOMER'S USE, OPERATION OR POSSESSION OF THE EQUIPMENT.** Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access.

DAMAGE TO PAVEMENT. Company shall not be responsible for any damages to Customer's pavement, curbing or other driving surfaces resulting from Company providing service at Customer's location.

SUSPENSION. If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste Materials until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

TERMINATION. In addition to its above suspension rights, Company may terminate this Agreement immediately by written notice to Customer if (a) any of the information contained in any credit application submitted to Company in connection with this Agreement is untrue or (b) Customer breaches this Agreement and fails to cure such breach within 10 days after Company gives Customer written notice of the breach. Company's failure to suspend service or terminate this Agreement when Customer fails to timely pay or otherwise breaches this Agreement shall not constitute a waiver of Company's right to suspend service or terminate this Agreement for any future failure to pay or other breach.

PAYMENT UPON TERMINATION. If Customer terminates this Agreement before its expiration other than as a result of a breach by Company, or if Company terminates this Agreement as a result of a breach by Customer (including nonpayment), Customer shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

ASSIGNMENT. Customer shall not assign this Agreement without Company's prior written consent, which Company shall not unreasonably withhold. Company may assign this Agreement without Customer's consent.

EXCUSED PERFORMANCE. Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.

ATTORNEYS' FEES. If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

MISCELLANEOUS. If service to Customer includes Container Refresh, Customer is limited to requesting one exchange of each participating container every twelve months of paid enrollment; any additional exchange is subject to Company's standard container exchange fee. Customer agrees that during any enrollment year in which Customer receives an exchange under the program, any service change request by Customer to cancel Container Refresh will not be effective until Customer completes payment for twelve (12) consecutive months of enrollment in the program. Company reserves the right, in its sole discretion, to suspend or cancel the Container Refresh program. This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Agreement. Company shall have no confidentiality obligation with respect to any Waste Materials. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted assigns. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

CUSTOMER'S INITIAL:

DATE:



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc: Cecilia Jones
Date: Tuesday, May 5, 2020
Re: Acknowledge Proof of Publications for the month of March 2020.
File Number: 2020-269
Minute Book #

Summary

Acknowledge Proof of Publications for the month of March 2020

Recommendation Statement

Acknowledge acceptance of Proof of Publications for the month of March 2020.

Please place this on the May 5, 2020 City Council meeting for consideration.

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, repre-
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: 2 x 7.5 Published 2 times

Date 1st Published: Jan 09 Amt: 270.00

Date 2nd Published: Feb 27 Amt: 270.00

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 540.00

Proof of Publication Fee: 3.00

TOTAL: 543.00

(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 27th
day of February, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) [Signature]
NOTARY PUBLIC
ID No. 127871
Commission Expires
May 20, 2023
FORREST COUNTY

FOR OFFICE USE ONLY:

- ☐ Em P: _____
☐ App: _____
☐ File Name: CoH - HFD Academy Applications
☐ Invoice #: 95463
☐ Inv. Crt/Mld: _____
☐ Pymt Rec.d: _____
☐ POP sent: _____



HATTIESBURG FIRE DEPT.

NOW ACCEPTING 2018-2019 FIRE ACADEMY APPLICATIONS

**THE CITY OF HATTIESBURG IS NOW TAKING
APPLICATIONS FOR THE NEXT FIRE ACADEMY.
APPLICANTS MUST MEET THE MINIMUM
REQUIREMENTS POSTED.**

Qualifications include:

- Be 18 years of age or older.
- Be a United States citizen.
- Be a high school graduate or have a GED.
- Have no felony convictions or serious misdemeanor convictions.
- Possess a valid driver's license.
- Be a registered voter in current county/city of residence.

Recruits must first successfully complete the Physical Ability Test before participating in the Civil Service Exam. If he or she does not successfully pass the Physical Ability Test, the recruit will not be allowed to take the Civil Service Exam.

The starting salary for a Hattiesburg Firefighter is between \$30,000 and \$33,000 per year, depending on education level. All academy recruits will receive a salary of \$25,000, and the salary will be adjusted upon graduation.

The Physical Ability Exam will be offered on Saturday, March 14 at 8 a.m. at the Hattiesburg Police & Fire Training Academy (53 Academy Drive, Hattiesburg, MS).

The Civil Service Exam will be offered on Saturday, March 21 at 9 a.m. at the Hattiesburg Police & Fire Training Academy (53 Academy Drive, Hattiesburg, MS).

Applications can be picked up and submitted to:

- City of Hattiesburg's Human Resources department located on the 3rd Floor at City Hall (200 Forrest Street, Hattiesburg, MS), between the hours of 8 a.m. and 5 p.m., Monday through Friday.
- Online at www.hattiesburgms.com

**PLEASE NOTE: THE DEADLINE FOR ACCEPTING
APPLICATION IS 5 P.M. FRIDAY, MARCH 6.**

THE CITY OF HATTIESBURG IS AN EQUAL OPPORTUNITY EMPLOYER.

Published Jan. 9 & Feb. 27, 2019

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 335 Published 3 times

Date 1st Published: Feb 20 Amt: 40.20

Date 2nd Published: Feb 27 Amt: 33.50

Date 3rd Published: Mar 5 Amt: 33.50

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 107.20

Proof of Publication Fee: 3.00

TOTAL: 110.20

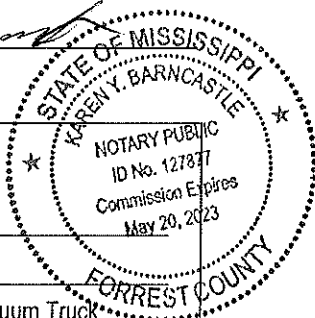
(signed) Natasha M. Gierl
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 27th
day of February, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Kerry B. Bant

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - Bids Vacuum Truck
- ☐ Invoice #: 95746
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



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

Published Feb 20, 27, 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: 299 Published 1 times

Date 1st Published: Mar 12 Amt: 35.88

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 35.88

Proof of Publication Fee: 3.00

TOTAL: 38.88

(signed) *Notasha M. Red*
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 12th
day of March, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) _____

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Vixon Sullivan, Owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for certain properties located at 100 Evans Street (Parcel 2-0291-10-075.00, PPIN 15583, Parcel 2-0291-10-074.00, PPIN 15584, and Parcel 2-0291-10-066.00, PPIN 15585, Ward 2) from Section 4.5.12, B-5 (Regional Business) District to Section 4.5.11, B-4 (Downtown Business) District. Said property being more particularly described as follows, to-wit:

Lot 6,7,8,9, and a strip of land six feet wide off the southwest side of Lot 10 in Block 2 of the Hardy & Scott Survey of the City of Hattiesburg, Forrest County, Mississippi, the same being located in and forming a part of the NW ¼ of NE ¼ of Section 10, Township 4 North, Range 13 west, Forrest County, Mississippi.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, April 1, 2020 in the Jackie Dale 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 5th day of March 2020.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Kermas Eaton /s/
CITY CLERK

Published Mar 12, 2020

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - rezoning 100 Evans St
- ☐ Invoice #: 95854
- ☐ 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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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: 475 Published 1 times

Date 1st Published: Mar 12 Amt: 57.00

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 57.00

Proof of Publication Fee: 3.00

TOTAL: 60.00

(signed) *Spencer M Reed*
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 12th
day of March, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) _____

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - Amend Plan 111 Brady Rd
- ☐ Invoice #: 95854
- ☐ Inv. Cr/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a peti-
tion has been filed by Chase Fisher,
Representative, GCHP/Beverly Land,
LLC/Village at the Beverly II, LP, Owner,
as required in the Land Development
Code, Ord. No. 3209, to amend the pre-
viously approved Planned Mixed Use-
Planned Unit Development (PMU-PD)
in a B-3 (Community Business) District
for a portion of a certain property lo-
cated at 111 Brady Rd. (Parcel 2-041G-
27-017.00, PPIN 29647, Ward 5). Said
properties being more particularly de-
scribed as follows, to-wit:

A PARCEL OF LAND BEING PART
OF THE NW 1/4 OF THE SE 1/4 AND
PART OF THE NE 1/4 OF THE SW 1/4
OF SECTION 27, TOWNSHIP 4
NORTH, RANGE 13 WEST, FORREST
COUNTY, MISSISSIPPI, MORE PAR-
TICULARLY DESCRIBED AS FOL-
LOWS:

COMMENCE AT THE SE CORNER
OF THE NE 1/4 OF THE SW 1/4 OF
SAID SECTION 27; THENCE
S89°54'27"W ALONG THE SOUTH
LINE OF SAID NE 1/4 OF THE SW 1/4
FOR 48.06' TO A POINT ON THE EAST
RIGHT OF WAY LINE OF US HIGH-
WAY 49; THENCE N00°07'04"W
ALONG SAID EAST RIGHT OF WAY
LINE FOR 22.00'; THENCE
N34°37'15"W ALONG SAID EAST
RIGHT OF WAY LINE FOR 6.15' TO
THE NORTH RIGHT OF WAY LINE OF
OLD AIRPORT ROAD; THENCE
N89°53'11"E FOR 154.22' ALONG THE
NORTH RIGHT OF WAY OF OLD AIR-
PORT ROAD; THENCE NORTH FOR
138.41'; THENCE EAST FOR 71.00';
THENCE N00°02'49"E FOR 230.58',
TO THE POINT OF BEGINNING;

THENCE WEST FOR 263.45' TO
THE SOUTHEAST RIGHT OF WAY OF
BRADY ROAD; THENCE ALONG THE
SOUTHEAST RIGHT OF WAY OF
BRADY ROAD ALONG A CURVE TO
THE RIGHT FOR 369.77', SAID
CURVE HAVING A RADIUS OF
1096.30', AN INCLUDED ANGLE OF
19°19'31" AND A CHORD OF
N37°59'19"E AND 368.02'; THENCE
ALONG THE SOUTHEAST RIGHT OF
WAY OF BRADY ROAD N46°38'07"E
FOR 18.12'; THENCE LEAVING THE
BRADY ROAD RIGHT OF WAY
N89°51'21" FOR 58.66'; THENCE
N00°05'54"W FOR 55.17' TO THE
SOUTHEAST RIGHT OF WAY OF
BRADY ROAD; THENCE ALONG THE
SOUTHEAST RIGHT OF WAY OF
BRADY ROAD N46°38'07"E FOR
52.94'; THENCE LEAVING THE RIGHT
OF WAY OF BRADY ROAD
S75°52'23"E FOR 310.38'; THENCE
S31°50'18"E FOR 225.84'; THENCE
S10°44'48"E FOR 210.74'; THENCE
N89°43'18"W FOR 68.21'; THENCE
SOUTH FOR 30.50'; THENCE WEST
FOR 124.50'; THENCE NORTH FOR
110.67'; THENCE WEST FOR 340.00'
BACK TO THE POINT OF BEGINNING;
SAID PARCEL CONTAINS 6.20
ACRES, MORE OR LESS.

A PUBLIC HEARING in relation to
the above described petition will be held
at 1:00 p.m., Wednesday, April 1, 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 citi-
zens shall have an opportunity to be
heard.

WITNESS my signature and the of-
ficial seal of said City on this, the 5th
day of March 2020.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Kermas Eaton/s
CITY CLERK

Published Mar 12, 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, repre-
sented The PineBelt NEWS, a weekly newspapers published in
Lamar County and Forrest County, Mississippi, who, being duly
sworn, says that the notice, a true copy of which is hereto an-
nexed, appeared in the issues of said newspapers as follows:

Total # of Words: 327 Published 2 times

Date 1st Published: Mar 12 Amt: 39.24

Date 2nd Published: Mar 19 Amt: 32.70

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 71.94

Proof of Publication Fee: 3.00

TOTAL: 74.94

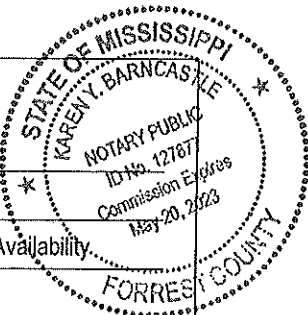
(signed) Natasha M. Reed
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 19th
day of March, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Karen V. Barncastle

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - CAPER Availability
- ☐ Invoice #: 95855
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE OF AVAILABILITY, PUBLIC HEARING, AND PUBLIC COMMENT PERIOD REGARDING:

2019 CONSOLIDATED ANNUAL
PERFORMANCE AND EVALUATION
REPORT FOR HOUSING AND COM-
MUNITY DEVELOPMENT PRO-
GRAMS

ATTENTION: ALL HATTIESBURG
MISSISSIPPI RESIDENTS

The City of Hattiesburg, Mississippi,
as required by the U.S. Department of
Housing and Urban Development, has
prepared a DRAFT 2019 Consolidated
Annual Performance and Evaluation
Report (CAPER). The report provides

details on the activities proposed and
completed during the 2019 program
year using Community Development
Block Grant (CDBG) and HOME Invest-
ment Partnerships Program (HOME)
entitlement funds.

The draft report is available at
[www.hattiesburgms.com/community-
development](http://www.hattiesburgms.com/community-development) and will be available for
review beginning March 12, 2020, be-
tween the hours of 8:00 a.m. and 5:00
p.m., Monday through Friday, through
March 30, 2020, at the following loca-
tions:

City Hall
200 Forrest Street
City Clerk's Office
Hattiesburg, MS 39401

Hattiesburg Public Library
329 Hardy Street
Hattiesburg, MS 39401

Forrest County Court House
641 Main Street
Hattiesburg, MS 39401

Jackie Dole Sherrill
Community Center
220 W. Front Street
Hattiesburg, MS 39401

C.E. Roy Community Center
300 East 5th Street
Hattiesburg, MS 39401

NOTICE is hereby given that the City
of Hattiesburg, Community Develop-
ment Division has scheduled a public
hearing for Monday, March 30, 2020 at
5:30 p.m. in the City Council Chambers
of City Hall for the purpose of affording
citizens of Hattiesburg an opportunity to
comment on the Draft CAPER.

Comments related to the perform-
ance report may be mailed to the atten-
tion of Petra Wingo at the City of
Hattiesburg, Community Development
Division, P.O. Box 1898, Hattiesburg,
Mississippi 39403-1898, or delivered to
City Hall, First Floor, Community Devel-
opment Division, 200 Forrest Street.
Written comments may also be emailed
to pwingo@hattiesburgms.com. Com-
ments will be considered through March
30, 2020.

To ensure compliance with the
Americans with Disabilities Act (ADA),
persons with disabilities that require
aids or services to participate may con-
tact the Department of Urban Develop-
ment at (601) 545-4675; or e-mail
shall@hattiesburgms.com in advance
of meetings to make arrangements.

Published Mar 12, 19, 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: 309 Published 1 times

Date 1st Published: Mar 19 Amt: 37.08

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 37.08

Proof of Publication Fee: 3.00

TOTAL: 40.08

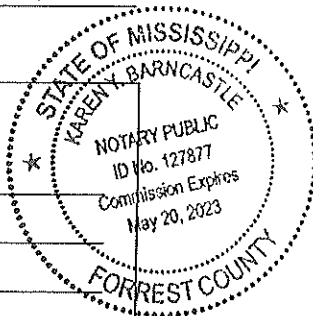
(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 19th
day of March, 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 - Res 2020-89
- ☐ Invoice #: 95927
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



CITY OF HATTIESBURG NOTICE OF ADOPTION OF RESOLUTION

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 2020-89, duly adopted and approved by the City Council of the City of Hattiesburg on March 3, 2020. A complete copy of the Resolution is available for public inspection during normal and regular business hours in the office of the City Clerk of the City of Hattiesburg, 200 Forrest Street, Hattiesburg, Mississippi, 39401.

Section 1: That the following budget amendments are hereby authorized to be made in the City's Airport Improvement Fund Other Services & Charges Unappropriated Fund Balance:

Original Balance: \$0; Cumulative Amendments: \$363,443; Amended Budget: \$363,443;

Description of Items not previously listed: Budget engineering fees on airport grant.

Section 2: That the following budget amendments are hereby authorized to be made in the City's Airport Improvement Fund Capital Outlay Unappropriated Fund Balance:

Original Balance: \$870,000; Cumulative Amendments: \$1,804,057; Amended Budget: \$2,674,057; Description of Items not previously listed: Budget for airport improvement grant.

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

This notice constitutes compliance with Section 21-35-25 of the Mississippi Code Annotated (1972) as amended.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Councilmember George, seconded by Council Vice President Dryden and was adopted by the following roll call votes, to wit:

Yeas: George, Delgado, Carroll, Dryden, Brown

Absent: None

Nays: None

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 3rd day of March, 2020.

ATTEST: /s/ Ronda S. Cole,
Clerk of Council

ADOPT: /s/ Carter Carroll, President
The above and foregoing Resolution, having been submitted and approved by the Mayor, this the 3rd day of March, 2020.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, May 5, 2020

Re: Acknowledge bids received March 12, 2020 for the Drainage at 6200 Hwy 98 W project and reject all bids as exceeding cost estimates.
File Number: 2020-275
Minute Book #

Summary

Acknowledge bids received March 12, 2020 for the Drainage at 6200 Hwy 98 W project and reject all bids as exceeding cost estimates.

Recommendation Statement

I recommend approval of this item.

Please place this on the May 5, 2020 City Council meeting for consideration.

BID TAB

Project: Drainage at Citizens National Bank

March 12, 2020

Project No. 11285

Precision Construction
15 Chanticleer Dr
Hattiesburg, MS 39402C.B. Developers, Inc.
1716 Evelyn Gandy Pkwy, STE 40
Hattiesburg, MS 39401**BASE BID**

Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
Demolition Items							
1	Demolition of Drainage Structure (Incl. Trench Shoring or Bracing & Inlet, Riser Pipe, Junction Box, and Pipes Removal, Structure Excavation, Bypass Pumping, etc.)	1	LS	\$33,000.00	\$33,000.00	\$81,000.00	\$81,000.00
Storm Sewer Items							
2	Class "B" Concrete, Minor Structures	14	Cu. Yd.	\$2,800.00	\$39,200.00	\$1,600.00	\$22,400.00
3	Concrete Paved Ditch	43	Sq. Ft.	\$150.00	\$6,450.00	\$39.00	\$1,677.00
4	Reinforcing Steel	2640	Lbs	\$5.00	\$13,200.00	\$2.35	\$6,204.00
5	Castings	250	Lbs	\$12.00	\$3,000.00	\$6.00	\$1,500.00
Miscellaneous Construction Items							
6	Muck Excavation	5	Cu. Yd.	\$100.00	\$500.00	\$24.00	\$120.00
7	Crushed Aggregate, LVM, Size 610	10	Tons	\$150.00	\$1,500.00	\$69.00	\$690.00
8	Borrow Excavation, AH, LVM, Class B9	15	Cu. Yd.	\$75.00	\$1,125.00	\$32.00	\$480.00
9	Top Soil	30	Cu. Yd.	\$50.00	\$1,500.00	\$45.00	\$1,350.00
10	Solid Sodding, Centipede (Incl. Watering, Fertilizing and Temporary Grassing)	220	Sq. Ft.	\$7.00	\$1,540.00	\$8.00	\$1,760.00
11	Erosion Control	1	LS	\$5,500.00	\$5,500.00	\$10,000.00	\$10,000.00
12	Maintenance of Traffic	1	LS	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00
13	Mobilization	1	LS	\$35,373.00	\$35,373.00	\$34,000.00	\$34,000.00
Bid Total:					\$166,888.00		\$171,181.00

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on March 12, 2020, and that said tabulation is true and correct to the best of my belief.



Shea E. McNease, P.E.

Comments:



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

Dear Council Members,

We opened bids on the Drainage at Citizens National Bank Project (Hwy 98) on March 12, 2020. This project is a much-needed drainage project and the rehabilitation is a necessity; however, the existing structure is stable at the moment and does not show any signs of further degradation at this time.

The bids for this project came in substantially higher than estimated, and our consulting engineers recommended we not award the contract for that reason. In addition, with the unknowns of the COVID-19 pandemic, this is a project where, in my opinion, those funds could be better used for a more immediate need elsewhere in the City.

It is, therefore, my recommendation that we not award this project at this time, reject all bids, and rebid this project at a later date.

Sincerely,

Lamar Rutland, City Engineer



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, May 5, 2020

Re: Acknowledge bids received March 19, 2020 for the Cross Creek Pump Station Rehab Project and reject all bids as exceeding cost estimates.

File Number: 2020-278
Minute Book #

Summary

Acknowledge bids received March 19, 2020 for the Cross Creek Pump Station Rehab Project and reject all bids.

Recommendation Statement

I recommend approval of this item.

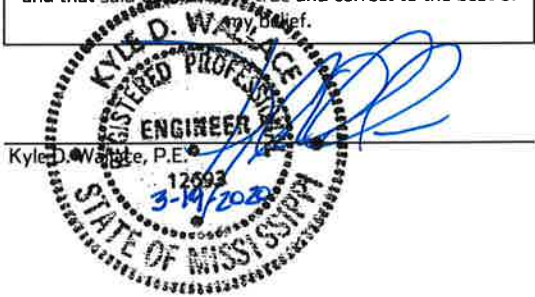
Please place this on the May 5, 2020 City Council meeting for consideration.

BID TAB March 19, 2020 Project: COMSWIP SEWER CROSS CREEK PARKWAY PUMP STATION REHABILITATION City of Hattiesburg Project No. 1273-S015		Gulf Coast Underground, LLC 5655 Middle Rd Theodore, AL 36582	DNA Underground, LLC 16101 S Swan RD Gulfport, MS 39503	Jay Bearden Construction, Inc. P.O. Box 180428 Richland, MS 39218	Miller Enterprises, LLC 136 Wilson Rd Hattiesburg, MS 39402
LUMP SUM AMOUNT		\$1,071,946.00	\$1,295,768.00	\$1,398,565.00	\$1,407,870.60

BID TAB March 19, 2020 Project: COMSWIP SEWER CROSS CREEK PARKWAY PUMP STATION REHABILITATION City of Hattiesburg Project No. 1273-S015		CB Developers, Inc. 1716 Evelyn Gandy Pkway, STE 40 Hattiesburg, MS 39401	Mitchell Contracting, Inc. P.O. Box 116 Madisonville, LA 70447	Hemphill Construction Company, Inc. P.O. Drawer 879 Florence, MS 39073
LUMP SUM AMOUNT		\$1,650,000.00	\$1,762,000.00	\$1,786,965.00

Comments:

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on March 19, 2020, and that said tabulation is true and correct to the best of my belief.





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

Dear Council Members,

We opened bids on the Cross Creek Lift Station project on March 19, 2020. This project is a much needed capacity project for our sewer system. Some minor upgrades have assisted in the current condition of the lift station and we are not experiencing the overflows that we once were.

The bids for this project came in substantially higher than estimated, and our consulting engineers recommended we not award the contract for that reason. In addition, with the unknowns of the COVID - 19 pandemic, this is a project where, in my opinion, those funds could be better used for a more immediate need elsewhere in the City.

It is, therefore, my recommendation that we not award this project at this time, reject all bids, and rebid this project at a later date.

Sincerely,

Lamar Rutland, City Engineer



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, May 5, 2020

Re: Authorize publication of Notice of Public Hearing regarding the City of Hattiesburg Drinking Water System Improvements Project.
File Number: 2020-280
Minute Book #

Summary

Authorize publication of Notice of Public Hearing regarding the City of Hattiesburg Drinking Water System Improvements Project.

Recommendation Statement

I recommend approval of this item.

Please place this on the May 5, 2020 City Council meeting for consideration.

NOTICE of PUBLIC HEARING

City of Hattiesburg Drinking Water System Improvements Revolving Loan Fund DWSIRLF FFY2020

The City of Hattiesburg is applying for a State Revolving Fund Loan through the Mississippi Department of Health (MSDH) for water improvements. The total loan amount is \$1,268,530.82. The improvements will include repairs to Water Treatment Plant No. 1, located near Old Highway 11, including:

1. Replacement of the filter media,
2. Re-roofing the buildings,
3. Replacement of the rapid mix tank, and
4. Replacement of the dry chemical feed system.

A public hearing to inform the public regarding the project will be held on **June 9, 2020** at **4:00 p.m.** at the **Jackie Dole Sherrill Community Center** at 220 West Front Street, Hattiesburg MS, 39403. A copy of the Facilities Plan is available in the office of the City of Hattiesburg located at 200 Forrest Street, Hattiesburg MS, 39403, and can be picked up at the front desk for review prior to the meeting, which will be held in the auditorium.

In light of public health concerns, new meeting parameters have been established. Visitors and members alike are encouraged to participate electronically. No more than 10 individuals will be allowed entrance into the meeting. Social distancing guidelines will be imposed. Individuals interested in attending the meeting are encouraged to do so electronically if at all possible. Please contact 601-545-4540 or lrutland@hattiesburgms.com prior to the meeting date for instructions on accessing the meeting either by phone or by internet, and obtaining digital copies of the Facilities Plan.

Publish: May 7, 2020 & May 14, 2020

Send Proof of Publication to:
City Clerk
P O Box 1898
Hattiesburg, MS 39403



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, May 5, 2020

Re: Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}
File Number: 2020-281
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 May 5, 2020 City Council meeting for consideration.

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard, Director Department of Urban Development

DATE: April 13, 2020

SUBJECT: Authorize Issuance of manual check for CDBG Program claims

The following request for payment is being submitted for approval during the City Council's May 5, 2020 meeting. Please authorize and approve issuance of manual checks for the claim listed below:

Recipient: Hollimon Construction
Activity: Housing rehabilitation
Program: CDBG
Project Site: 735 Longstreet Drive
Amount Requested: \$10,000
Purpose of Request: Pay Request #3 - Substantial housing rehabilitation

Recipient: Carolyn White
Activity: Temporary relocation
Program: CDBG
Project Site: 213 S 11th Avenue
Amount Requested: \$900
Purpose of Request: Pay Request #4 – May 5 – June 4, 2020

Recipient: Harry & Sabrina Brister
Activity: Temporary relocation
Program: CDBG
Project Site: 207 W 5th Street
Amount Requested: \$900
Purpose of Request: Pay Request #4 – May 5 – June 4, 2020

Recipient: Brenda Booth
Activity: Temporary relocation
Program: CDBG
Project Site: 735 Longstreet Drive
Amount Requested: \$900
Purpose of Request: Pay Request #3 – May 11 – June 10, 2020

Invoice

Hollimon Construction

Curtis Hollimon

145 Hinton Drive

Hattiesburg, MS 39401

601.270.3164

Pay request # 3
rec'd 8:30am
4/27/20
by FE

Brenda Booth

735 Longstreet Drive

Hattiesburg, MS 39401

- Rough in plumbing
- Install all sheetrock inside the house- finish and prime
\$10,000

Curtis Hollimon
4/27/20



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Chris McGee, Director of Parks and Recreation

cc:

Date: Tuesday, May 5, 2020

Re: Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
File Number: 2020-272
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. 2020-272, Approve the sale of grave spaces.

Please place this on the May 5, 2020 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: April 20, 2020

The following represents the grave spaces sold on April 20, 2020.

Jewell Adams

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 40, Section 37, Highland Cemetery

Ned Merrill, Sr

(1) Space \$ 150.00

West Half (W ½) of the Northwest Quarter (NW ¼)

Lot 9, Section 1, South Hill Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: April 22, 2020

The following represents the grave spaces sold on April 22, 2020.

George and Janet Komp

(2) Spaces \$ 350.00

Southeast Quarter (SE ¼)

Lot 20, Section 36, Highland Cemetery

George and Janet Komp

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 20, Section 36, Highland Cemetery

Tom Hinton

(1) Space \$ 150.00

East Half (E ½) of the Northeast Quarter (NE ¼)

Lot 78, Section 1, South Hill Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 4/20/ 2020

SOLD TO:

Mr. Mrs. Miss

Jewell Adams

ADDRESS

302 Lakewood Loop Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 40 Section No. 37 in Highland Cemetery

Number of grave spaces

1

Price per grave space \$

175.⁰⁰

Price Received \$

175.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By

Debrah B. B. B.

Supt. of City Cemeteries

*Don't
cancel*

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04/15/2020

SOLD TO:

Mr. Mrs. Miss Ned Merrill, SR

ADDRESS 169 Forest Lake Rd, Beaumont, MS. 39423

desires to purchase the grave space described below, subject to Cemetery regulations.

W $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 9 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

CL# 9333 (A+A memorial)

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 4-21- 2020

SOLD TO:

Mr.. Mrs. Miss George and Janet Kamp

ADDRESS 19 William Oaks Dr. Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SE 1/4 Lot No. 20 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 [Signature]
Supt. of City Cemeteries

Debit Card

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 4-21- 2020

SOLD TO:

Mr.. Mrs. Miss George and Janet Kamp

ADDRESS 19 William Oaks Dr. Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NE 1/4 Lot No. 20 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

Debit Card

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 4-21- 2020

SOLD TO:

(Mr.) Mrs. Miss Tom Hinton

ADDRESS 1207 West Pine Street Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 NE 1/4 Lot No. 78 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CK# 5357

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 Jewell Adams, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northeast Quarter (NE¼)

Lot 40 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of May, 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 5th day of May 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 Ned Merrill, Sr. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W½) of the Northwest Quarter (NW¼)

Lot Number: 9 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 5th day of May, 2020.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(SEAL)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of May, 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, George and Janet Komp, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number 20 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 5th day May, 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 5th day of May, 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 George and Janet Komp, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE¼)

Lot 20 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of May, 2020.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of May 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 Tom Hinton, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½) of the Northeast Quarter (NE¼)

Lot Number: 78 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 5th day of May, 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 5th day of May, 2020.

My Commission Expires:

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, May 5, 2020

Re: Approve claims docket for the period ending April 30, 2020.
File Number: 2020-273
Minute Book #

Summary

Recommendation Statement

Please place this on the May 5, 2020 City Council meeting for consideration.

Date - 04/29/20

AUTO ARMATURE SERVICE IN
Sum

00001 BATTERIES PLUS BULBS #63 P25663124	00198391 19004471 THERMOMETER BATTERIES COVID19	04/30/20	276774	57.60-

BATTERIES PLUS BULBS #63				57.60-
Sum				
00001 BUTLER, SNOW, O'MARA, STEVE 10258031	00198680 19004425 SRVS FY19 CONT DISCLOSURE	04/30/20	276780	3,000.00-

BUTLER, SNOW, O'MARA, STEVE				3,000.00-
Sum				5,267.50-
00001 C D W GOVERNMENT XPH8337	00198657 19004467 LAPTOPS WORK/HOME COVID-19	04/30/20	276782	5,267.50-

C D W GOVERNMENT				5,267.50-
Sum				16,266.35-
00001 C SPIRE (MEGAGATE) 1521283	00198654 19004414 NETWORK/INTERNET 4/20	04/30/20	276783	879.49-
00001 C SPIRE (MEGAGATE) 1524365	00198654 19004415 NETWORK/INTERNET 4/20	04/30/20	276783	

C SPIRE (MEGAGATE)				17,145.84-
Sum				165.39-
00001 CANON FINANCIAL SERVICES 21349439	00198704 19004413 COPIER 4/20 PURCHASING	04/30/20	276784	

CANON FINANCIAL SERVICES				165.39-
Sum				65.00-
00001 CAPITOL HARDWARE COMPANY 0119637-IN	00196393 19004617 BLDG KEYS DETECTIVES AREA	04/30/20	276785	

CAPITOL HARDWARE COMPANY				65.00-
Sum				16.16-
00001 CARQUEST AUTO PARTS STOR 14758-139746	00198612 19004477 REPR PTS U#14697 LAND CODE	04/30/20	276786	205.68-
00001 CARQUEST AUTO PARTS STOR 14758-139892	00198639 19004480 ANTIFREEZE U#20073 SANIT	04/30/20	276786	277.88-
00001 CARQUEST AUTO PARTS STOR 14758-139840	00198629 19004508 REPR PTS U#19343 POLICE	04/30/20	276786	164.70-
00001 CARQUEST AUTO PARTS STOR 14758-140033	00198667 19004509 REPR PTS POLICE STOCK	04/30/20	276786	

CARQUEST AUTO PARTS STOR				664.42-
Sum				1,954.70-
00001 CERTIFIED LABORATORIES 3891414	00197910 19004440 CHEMICALS DRAINAGE CULVERTS	04/30/20	276788	4,400.45-
00001 CERTIFIED LABORATORIES 3915668	00198467 19004478 FUEL ADDITIVES PUBLIC WORKS	04/30/20	276788	4,922.50-
00001 CERTIFIED LABORATORIES 3891879	00197879 19004608 CHEMICALS HEALTH DIV	04/30/20	276788	

CERTIFIED LABORATORIES				11,277.65-
Sum				27.05-
00001 CINTAS CORPORATION #J66 4047805435	00198647 19004452 UNIFORMS 4/13 TRAFFIC	04/30/20	276793	6.36-
00001 CINTAS CORPORATION #J66 4047805538	00198647 19004453 MOP/MAT 4/13 TRAFFIC	04/30/20	276793	27.05-
00001 CINTAS CORPORATION #J66 4048388155	00198714 19004454 UNIFORMS 4/20 TRAFFIC	04/30/20	276793	6.36-
00001 CINTAS CORPORATION #J66 4048388232	00198714 19004455 MOP/MAT 4/20 TRAFFIC	04/30/20	276793	27.75-
00001 CINTAS CORPORATION #J66 4048388035	00198712 19004456 UNIFORMS 4/20 PUBLIC WORKS	04/30/20	276793	62.67-
00001 CINTAS CORPORATION #J66 4048388050	00198712 19004457 UNIFORMS 4/20 PUBLIC WORKS	04/30/20	276793	76.69-
00001 CINTAS CORPORATION #J66 4048388006	00198712 19004458 UNIFORMS 4/20 PUBLIC WORKS	04/30/20	276793	89.65-
00001 CINTAS CORPORATION #J66 4048388021	00198712 19004459 UNIFORMS 4/20 PUBLIC WORKS	04/30/20	276793	23.22-
00001 CINTAS CORPORATION #J66 4048388137	00198712 19004460 MOP/MAT 4/20 GO&FS	04/30/20	276793	61.62-
00001 CINTAS CORPORATION #J66 4048388192	00198712 19004461 MOP/MAT 4/20 GO&FS	04/30/20	276793	36.09-
00001 CINTAS CORPORATION #J66 4048388041	00198682 19004462 UNIFORMS 4/20 P/W SHOP	04/30/20	276793	74.09-
00001 CINTAS CORPORATION #J66 4048387927	00198682 19004463 UNIFORMS 4/20 CONSTR	04/30/20	276793	160.41-
00001 CINTAS CORPORATION #J66 4047805491	00198626 19004464 UNIFORMS 4/13 SANIT	04/30/20	276793	

00001	CINTAS CORPORATION	#J66	4048388224	00198688	19004465	UNIFORMS 4/20 SANIT	04/30/20	276793	160.41-
00001	CINTAS CORPORATION	#J66	4048948715	00198796	19004603	UNIFORMS 4/27 TRAFFIC	04/30/20	276793	27.05-
00001	CINTAS CORPORATION	#J66	4048948475	00198796	19004604	MOP/MAT 4/27 TRAFFIC	04/30/20	276793	6.36-
00001	CINTAS CORPORATION	#J66	4048948689	00198789	19004606	UNIFORMS 4/27 P/W SHOP	04/30/20	276793	36.09-
00001	CINTAS CORPORATION	#J66	4048948645	00198789	19004607	UNIFORMS 4/27 CONSTR	04/30/20	276793	77.89-
00001	CINTAS CORPORATION	#J66	4047261201	00198785	19004609	UNIFORMS 4/06 CEM/FORESTRY	04/30/20	276793	71.40-
00001	CINTAS CORPORATION	#J66	4047807341	00198785	19004610	UNIFORMS 4/13 CEM/FORESTRY	04/30/20	276793	71.40-
00001	CINTAS CORPORATION	#J66	4048389622	00198785	19004611	UNIFORMS 4/20 CEM/FORESTRY	04/30/20	276793	71.40-
00001	CINTAS CORPORATION	#J66	4048950888	00198785	19004612	UNIFORMS 4/27 CEM/FORESTRY	04/30/20	276793	71.40-
00001	CINTAS CORPORATION	#J66	4047261165	00198785	19004613	MOP/MAT 4/06 CEM/FORESTRY	04/30/20	276793	15.98-
00001	CINTAS CORPORATION	#J66	4047807325	00198785	19004614	MOP/MAT 4/13 CEM/FORESTRY	04/30/20	276793	15.98-
00001	CINTAS CORPORATION	#J66	4048389451	00198785	19004615	MOP/MAT 4/20 CEM/FORESTRY	04/30/20	276793	15.98-
00001	CINTAS CORPORATION	#J66	4048950710	00198785	19004616	MOP/MAT 4/27 CEM/FORESTRY	04/30/20	276793	15.98-
00001	CINTAS CORPORATION	#J66	4048948652	00198846	19004639	UNIFORMS 4/27 PUBLIC WORKS	04/30/20	276793	27.75-
00001	CINTAS CORPORATION	#J66	4048948770	00198846	19004640	UNIFORMS 4/27 PUBLIC WORKS	04/30/20	276793	62.67-
00001	CINTAS CORPORATION	#J66	4048948511	00198846	19004641	UNIFORMS 4/27 PUBLIC WORKS	04/30/20	276793	76.69-
00001	CINTAS CORPORATION	#J66	4048948589	00198846	19004642	UNIFORMS 4/27 PUBLIC WORKS	04/30/20	276793	89.65-
00001	CINTAS CORPORATION	#J66	4048948792	00198846	19004643	MOP/MAT 4/27 GO&FS	04/30/20	276793	23.22-
00001	CINTAS CORPORATION	#J66	4048948782	00198846	19004644	MOP/MAT 4/27 GO&FS	04/30/20	276793	61.62-

CINTAS CORPORATION #J66									
Sum									1,677.93-
00001	CITY OF HATTIESBURG FUND	TRF TO COVER	02020508	19004392	TRANSFER TO COVER 4/24 PAYROLL		04/21/20	10024	1,142,387.41-

CITY OF HATTIESBURG FUND									
Sum									1,142,387.41-
00001	CITY OF HATTIESBURG FUND	026026.2705	02020511	19004396	TRF FORREST CTY CONTR FUND #26		04/22/20	10027	185,880.00-

CITY OF HATTIESBURG FUND									
Sum									185,880.00-
00001	CITY OF HATTIESBURG FUND	028028.2507	02020512	19004395	TRF FORREST CTY CONTR FUND #28		04/22/20	10028	37,742.56-

CITY OF HATTIESBURG FUND									
Sum									37,742.56-
00001	CITY OF HATTIESBURG FUND	051051.2705	02020510	19004393	FORREST CTY CONTR TRF FUND 5		04/22/20	10029	11,450.00-

CITY OF HATTIESBURG FUND									
Sum									11,450.00-
00001	CITY OF HATTIESBURG FUND	052052.2705	02020513	19004394	TRF FORREST CTY CONTR FUND #		04/22/20	10030	186,620.00-

CITY OF HATTIESBURG FUND									
Sum									186,620.00-
00001	CLARKE	5090266	00198219	19004482	MOSQUITO SPRAYING CHEMICALS		04/30/20	276794	4,840.00-

CLARKE									
Sum									4,840.00-
00001	COASTAL AUTOMOTIVE EQUIP	7885	00197818	19004524	EQUIP REPR P/W SHOP		04/30/20	276795	650.00-

COASTAL AUTOMOTIVE EQUIP									
Sum									650.00-
00001	COMCAST CABLEVISION OF H	839641073092	00198631	19004431	CONVERTER BOX 4/20 POLICE		04/30/20	276796	114.62-

COMCAST CABLEVISION OF H								
Sum								114.62-
00001	COMMERCIAL STATIONERY CO	435055-0	00198659	19004631	COPY PAPER P/F ACADEMY	04/30/20	276797	188.94-
00001	COMMERCIAL STATIONERY CO	435266-0	00195341	19004632	OFFICE SUPP P/F ACADEMY	04/30/20	276797	168.70-
00001	COMMERCIAL STATIONERY CO	434679-0	00198301	19004633	HAND SOAP P/F ACADEMY	04/30/20	276797	130.24-
00001	COMMERCIAL STATIONERY CO	434111-0	00197838	19004634	JANIT SUPP P/F ACADEMY	04/30/20	276797	65.12-
00001	COMMERCIAL STATIONERY CO	434010-0	00197886	19004635	JANIT SUPP P/F ACADEMY	04/30/20	276797	401.11-
00001	COMMERCIAL STATIONERY CO	434256-0	00198031	19004636	HAND SANITIZER P/F ACADEMY	04/30/20	276797	235.00-

COMMERCIAL STATIONERY CO								
Sum								1,189.11-
00001	COMSOUTH	193983	00198660	19004475	RADIO REPR U#E81 FIRE DEPT	04/30/20	276798	560.00-
00001	COMSOUTH	193982	00198660	19004476	RADIO REPR U#E11 FIRE DEPT	04/30/20	276798	560.00-

COMSOUTH								
Sum								1,120.00-
00001	COURT PROGRAMS INC	INVOICE #67	00198866	19004656	ANKLE MONITORING COURT	04/30/20	276801	8,225.00-

COURT PROGRAMS INC								
Sum								8,225.00-
00001	COVINGTON SALES & SERVIC	86278 FRT	00198758	19004523	FREIGHT CHARGE PO#198481	04/30/20	276802	262.33-
00001	COVINGTON SALES & SERVIC	86278	00198481	19004605	REPR PTS U#21466 PUBLIC WORKS	04/30/20	276802	1,120.00-

COVINGTON SALES & SERVIC								
Sum								1,382.33-
00001	D P S CRIME LAB	90083510	00198841	19004628	ANALYTICAL FEES POLICE DEPT	04/30/20	276803	660.00-

D P S CRIME LAB								
Sum								660.00-
00001	DELK'S TIRE SALES AND SE	30901	00198634	19004438	FLAT REPR U#11100 FIRE DEPT	04/30/20	276804	111.00-

DELK'S TIRE SALES AND SE								
Sum								111.00-
00001	EDWARDS PROPERTY MGMT LL	FILE #2020-1	02020522	19004403	DL RENEWAL STATION LEASE PYMT	04/30/20	276807	1,100.00-

EDWARDS PROPERTY MGMT LL								
Sum								1,100.00-
00001	EMERGENCY EQUIPMENT PROF	450353	00198557	19004472	REPR PTS U#18100 FIRE DEPT	04/30/20	276809	1,828.75-

EMERGENCY EQUIPMENT PROF								
Sum								1,828.75-
00001	EMPIRE TRUCK SALES (H'BU	CE006164420:	00198716	19004481	RADIATOR U#20073 SANIT	04/30/20	276810	1,368.38-

EMPIRE TRUCK SALES (H'BU								
Sum								1,368.38-
00001	ENVIRONMENTAL SAFETY & I	12418	00198751	19004637	LIQUITUBE FOR LAWNMOWER TIRES	04/30/20	276811	594.00-

ENVIRONMENTAL SAFETY & I								
Sum								594.00-

00001 EQUIFAX INFORMATION SERV 5819291	00198670 19004432 ONLINE INVESTIGATION POLICE	04/30/20	276812	31.69-

EQUIFAX INFORMATION SERV				
Sum				31.69-
00001 FIRESTONE COMPLETE AUTO 248037	00198652 19004435 FLAT REPR U#16568 POLICE	04/30/20	276815	39.03-
00001 FIRESTONE COMPLETE AUTO 248110(A)	00198671 19004473 REPRS U#19835 FIRE DEPT	04/30/20	276815	202.98-
00001 FIRESTONE COMPLETE AUTO 248110(B)	00198673 19004474 ADDL AMT DUE PO#198671	04/30/20	276815	265.98-

FIRESTONE COMPLETE AUTO				
Sum				507.99-
00001 FORREST CTY SOIL & WATER 04062020	00198799 19004645 2020 SUPPORT 1ST INSTLMNT	04/30/20	276817	22,500.00-

FORREST CTY SOIL & WATER				
Sum				22,500.00-
00001 GILLILANDS ELECTRONICS S 71603	00198749 19004525 VIDEO CABLE REPR P/W STORM	04/30/20	276819	95.98-
00001 GILLILANDS ELECTRONICS S 71655	00198802 19004629 PHONE RENT 4/20 POLICE DEPT	04/30/20	276819	884.99-
00001 GILLILANDS ELECTRONICS S 71517	00198860 19004661 PHONE RENT 7/19 MUN COURT	04/30/20	276819	261.99-
00001 GILLILANDS ELECTRONICS S 71692	00198863 19004662 PHONE RENT MUN COURT	04/30/20	276819	261.99-

GILLILANDS ELECTRONICS S				
Sum				1,504.95-
00001 GULF GUARANTY EMPLOYEE B 200424101945	00198760 19004519 INMATE MEDICAL 3/26-4/23/20	04/30/20	276821	351.54-

GULF GUARANTY EMPLOYEE B				
Sum				351.54-
00001 HALLS WELDING SERVICE 1674	00198501 19004625 REPRS U#14956 PUBLIC WORKS	04/30/20	276825	1,338.00-

HALLS WELDING SERVICE				
Sum				1,338.00-
00001 HANCOCK BANK TRUST & FIN 4/22/20	02020521 19004401 MDB BOND PYMT; PRIN & INT	04/23/20	10033	2,106.30-

HANCOCK BANK TRUST & FIN				
Sum				2,106.30-
00001 HATTIESBURG HYDRAULICS I 82998	00198020 19004502 REPR PTS U#20068 SANIT	04/30/20	276827	333.52-

HATTIESBURG HYDRAULICS I				
Sum				333.52-
00001 HAVARD PEST CONTROL INC 1591162	00020204 19004564 QTRLY SRV POLICE COMPLEX	04/30/20	276832	125.00-
00001 HAVARD PEST CONTROL INC 1591202	00020204 19004565 QTRLY SRV POLICE DISPATCH	04/30/20	276832	48.00-
00001 HAVARD PEST CONTROL INC 1591163	00020204 19004566 QTRLY SRV DEPOT SUB-STA	04/30/20	276832	40.00-
00001 HAVARD PEST CONTROL INC 1591164	00020204 19004567 QTRLY SRV #1 FIRE STA	04/30/20	276832	50.00-
00001 HAVARD PEST CONTROL INC 1591165	00020204 19004568 QTRLY SRV #3 FIRE STA	04/30/20	276832	48.00-
00001 HAVARD PEST CONTROL INC 1591166	00020204 19004569 QTRLY SRV #4 FIRE STA	04/30/20	276832	48.00-
00001 HAVARD PEST CONTROL INC 1591167	00020204 19004570 QTRLY SRV #5 FIRE STA	04/30/20	276832	48.00-
00001 HAVARD PEST CONTROL INC 1591168	00020204 19004571 QTRLY SRV #6 FIRE STA	04/30/20	276832	48.00-
00001 HAVARD PEST CONTROL INC 1591169	00020204 19004572 QTRLY SRV #7 FIRE STA	04/30/20	276832	48.00-
00001 HAVARD PEST CONTROL INC 1591170	00020204 19004573 QTRLY SRV #8 FIRE STA	04/30/20	276832	48.00-
00001 HAVARD PEST CONTROL INC 1591189	00020204 19004574 QTRLY SRV FIRE ADM	04/30/20	276832	48.00-
00001 HAVARD PEST CONTROL INC 1591174	00020204 19004575 QTRLY SRV PAVILION-LAKEVW	04/30/20	276832	50.00-
00001 HAVARD PEST CONTROL INC 1591175	00020204 19004576 QTRLY SRV CITY HALL	04/30/20	276832	65.00-
00001 HAVARD PEST CONTROL INC 1591192	00020204 19004577 QTRLY SRV EMP MED CENTER	04/30/20	276832	48.00-
00001 HAVARD PEST CONTROL INC 1591183	00020204 19004578 QTRLY SRV ENGR OFFICE	04/30/20	276832	55.00-

00001	HAVARD PEST CONTROL INC	1591184	00020204	19004579	QTRLY SRV TRAFFIC BLDG	04/30/20	276832	45.00-
00001	HAVARD PEST CONTROL INC	1591188	00020204	19004580	QTRLY SRV CITY BARN	04/30/20	276832	235.00-
00001	HAVARD PEST CONTROL INC	1591190	00020204	19004581	QTRLY SRV AIRPORT	04/30/20	276832	45.00-
00001	HAVARD PEST CONTROL INC	1591191	00020204	19004582	QTRLY SRV AIRPORT MAINT	04/30/20	276832	45.00-
00001	HAVARD PEST CONTROL INC	1591187	00020204	19004583	QTRLY SRV TRAIN DEPOT	04/30/20	276832	85.00-
00001	HAVARD PEST CONTROL INC	1591200	00020204	19004584	QTRLY SRV HIGHLAND CEM	04/30/20	276832	40.00-
00001	HAVARD PEST CONTROL INC	1591201	00020204	19004585	QTRLY SRV SOUTH HILL CEM	04/30/20	276832	60.00-
00001	HAVARD PEST CONTROL INC	1598804	00020202	19004586	SENTRICON POLICE COMPLEX	04/30/20	276832	595.00-
00001	HAVARD PEST CONTROL INC	1595809	00020202	19004587	SENTRICON POLICE DISPATCH	04/30/20	276832	285.00-
00001	HAVARD PEST CONTROL INC	1595808	00020202	19004588	SENTRICON #4 FIRE STA	04/30/20	276832	220.00-
00001	HAVARD PEST CONTROL INC	1595806	00020202	19004589	SENTRICON P/F ACADEMY	04/30/20	276832	360.00-
00001	HAVARD PEST CONTROL INC	1595804	00020202	19004590	SENTRICON CITY HALL	04/30/20	276832	325.00-
00001	HAVARD PEST CONTROL INC	1595805	00020202	19004591	SENTRICON ENGR OFFICE	04/30/20	276832	330.00-
00001	HAVARD PEST CONTROL INC	1595716	00020202	19004592	SENTRICON TRAFFIC BLDG	04/30/20	276832	249.00-
00001	HAVARD PEST CONTROL INC	1595802	00020202	19004593	SENTRICON AIRPORT	04/30/20	276832	225.00-
00001	HAVARD PEST CONTROL INC	1598648	00020202	19004594	SENTRICON HIGHLAND CEM	04/30/20	276832	249.00-

HAVARD PEST CONTROL INC								
Sum								4,210.00-
00001	HUB CITY SPOKES	95976	00198624	19004423	CITY WIDE ADS AND NOTICES	04/30/20	276833	42.60-
00001	HUB CITY SPOKES	95995	00198699	19004442	CITY WIDE ADS AND NOTICES	04/30/20	276833	57.34-

HUB CITY SPOKES								
Sum								99.94-
00001	HUGHES SUPPLY	S158323022.0	00198264	19004622	SHUTTER MT MOTOR EXHAUST P/W	04/30/20	276834	232.69-

HUGHES SUPPLY								
Sum								232.69-
00001	INTERFACE SECURITY SYSTE	19693785	00198658	19004445	SECURITY 5/20 YTH ART MUSEUM	04/30/20	276835	46.99-
00001	INTERFACE SECURITY SYSTE	19684939	00198689	19004448	SECURITY 5/20 HIGHLAND CEM	04/30/20	276835	34.34-
00001	INTERFACE SECURITY SYSTE	19690471	00198689	19004449	SECURITY 5/20 SOUTH HILL CEM	04/30/20	276835	31.15-

INTERFACE SECURITY SYSTE								
Sum								112.48-
00001	IRBY, STUART C CO	S011844157.0	00198205	19004443	HAND TOOLS CONSTR A/C TECH	04/30/20	276836	246.00-
00001	IRBY, STUART C CO	S011844157.0	00198205	19004444	HAND TOOLS CONSTR A/C TECH	04/30/20	276836	128.00-

IRBY, STUART C CO								
Sum								374.00-
00001	J.C. CHEEK CONTRACTORS	01302020	00196974	19004638	ROSS BLVD CROSSWLK DEMONSTATN	04/30/20	276837	3,544.17-

J.C. CHEEK CONTRACTORS								
Sum								3,544.17-
00001	JACKSON, CHARLEY (REFUND MUN COURT BO	02020498	19004409	MUN COURT BOND REFUND		04/30/20	276838	1,600.00-

JACKSON, CHARLEY (REFUND								
Sum								1,600.00-

00001 KRONOS INCORPORATED	11586441	00198627 19004420 KRONOS SOFTWARE INFO TECH	04/30/20	276842	9,451.52-
00001 KRONOS INCORPORATED	11586442	00198627 19004421 KRONOS LICENSES 3/20	04/30/20	276842	130.00-
00001 KRONOS INCORPORATED	1191274 R17-	00198721 19004422 YEARLY HARDWARE MAINTENANCE	04/30/20	276842	17,395.43-

KRONOS INCORPORATED					
Sum					26,976.95-
00001 LARD OIL COMPANY	1032577-IN	00198558 19004495 ANTIFREEZE FIRE DEPT TRUCKS	04/30/20	276844	466.35-

LARD OIL COMPANY					
Sum					466.35-
00001 LARRY'S WRECKER SERVICE	7195	00198669 19004436 TOWING U#16414 POLICE	04/30/20	276845	75.00-
00001 LARRY'S WRECKER SERVICE	7195	00198669 19004437 TOWING U#20425 POLICE	04/30/20	276845	55.00-
00001 LARRY'S WRECKER SERVICE	7197	00198686 19004439 TOWING U#13933 FIRE DEPT	04/30/20	276845	75.00-

LARRY'S WRECKER SERVICE					
Sum					205.00-
00001 LOCAL IMPACT ANALYTICS	196530	00198744 19004427 2020 INFRA GRANT APPLICATION	04/30/20	276846	4,500.00-

LOCAL IMPACT ANALYTICS					
Sum					4,500.00-
00001 MAPLES GAS COMPANY	174273	00198542 19004485 GAS FOR P/W FUEL STATION	04/30/20	276847	3,694.96-

MAPLES GAS COMPANY					
Sum					3,694.96-
00001 MARION COUNTY BOARD OF S	JAIL 2/2020	00198769 19004534 INMATE HOUSING 2/1-28/2020	04/30/20	276848	200.00-

MARION COUNTY BOARD OF S					
Sum					200.00-
00001 MCCi LLC	SCA000031	00198858 19004657 SCANNED FILES 2/20 COURT	04/30/20	276849	3,139.44-

MCCi LLC					
Sum					3,139.44-
00001 MEDICAL ANALYSIS-GHV	10494	00198786 19004601 MNTHLY EMP MED CLINIC FEES	04/30/20	276851	29,973.76-

MEDICAL ANALYSIS-GHV					
Sum					29,973.76-
00001 MISSISSIPPI INDUSTRIES F	0045731-IN	00198672 19004441 HAND SANITIZERS PUBLIC WORKS	04/30/20	276852	138.69-
00001 MISSISSIPPI INDUSTRIES F	0042957-IN	00195286 19004626 OFFICE SUPP PUBLIC WORKS	04/30/20	276852	357.48-

MISSISSIPPI INDUSTRIES F					
Sum					496.17-
00001 MOLLY MAID	SERVS 4/20 H	00198695 19004450 SERVS 4/20 HIGHLAND CEMETERY	04/30/20	276854	245.00-

MOLLY MAID					
Sum					245.00-
00001 MONTAGUE, PITTMAN & VARN	47932	00198681 19004426 SRVS CIVIL SERVICE COMMISSION	04/30/20	276855	500.00-

MONTAGUE, PITTMAN & VARN					
Sum					500.00-

00001 MOORE'S LOCK AND KEY LLC 26667	00197768 19004618 KEY CHANGES LIFE OFFICE	04/30/20	276856	88.50-

MOORE'S LOCK AND KEY LLC				
Sum				88.50-
00001 MOTORCYCLE GEAR	PO#198449 4/ 00198449 19004493 REPR PTS U#21303 POLICE	04/30/20	276857	391.90-

MOTORCYCLE GEAR				
Sum				391.90-
00001 MS POWER COMPANY	4/20 GENERAL 00202014 19004536 MNTHLY ELEC-GENERAL	04/30/20	276859	118,605.35-

MS POWER COMPANY				
Sum				118,605.35-
00001 MSP ENTERPRISES, LLC	41720 00198747 19004514 DEMOLITION 250 DAUPHINE ST	04/30/20	276860	6,068.10-

MSP ENTERPRISES, LLC				
Sum				6,068.10-
00001 NEEL-SCHAFFER INC	1064557 00198837 19004646 SRVS MS4 STORMWTR PROG MGMT	04/30/20	276863	4,583.33-

NEEL-SCHAFFER INC				
Sum				4,583.33-
00001 NEWBAKER, REBECCA (REFUN MUNICIPAL CO 02020525 19004595 MUNICIPAL COURT BOND REFUND		04/30/20	276864	189.50-

NEWBAKER, REBECCA (REFUN				
Sum				189.50-
00001 NEWELL PAPER COMPANY	4080883 00198527 19004602 JANIT SUPP POLICE DEPT	04/30/20	276865	138.32-

NEWELL PAPER COMPANY				
Sum				138.32-
00001 NORFOLK SOUTHERN CORP	91473265 00198722 19004451 5/2020 LEASE RR ST PK LOT	04/30/20	276866	2,026.42-

NORFOLK SOUTHERN CORP				
Sum				2,026.42-
00001 OFFICE PRODUCTS PLUS	897455-0 00197983 19004652 ENVELOPES MUN COURT	04/30/20	276868	2,083.00-
00001 OFFICE PRODUCTS PLUS	890550-0 00196357 19004653 JANIT SUPP MUN COURT	04/30/20	276868	1,308.06-
00001 OFFICE PRODUCTS PLUS	890550-1 00196357 19004654 JANIT SUPP MUN COURT	04/30/20	276868	24.99-
00001 OFFICE PRODUCTS PLUS	890555-0 00196361 19004655 OFFICE SUPP MUN COURT	04/30/20	276868	243.02-

OFFICE PRODUCTS PLUS				
Sum				3,659.07-
00001 OK FINE PRODUCTIONS	42120H 00197658 19004619 FIRE DEPT TRAINING DUMMY	04/30/20	276869	1,584.00-

OK FINE PRODUCTIONS				
Sum				1,584.00-

00001	PARISH TRACTOR (HATTIESB	02-116433	00198432	19004479	DIAGNOSTIC TEST U#20373 P/W	04/30/20	276870	327.60-
00001	PARISH TRACTOR (HATTIESB	02-112334	00197570	19004483	REPR PTS U#16723 HEALTH	04/30/20	276870	130.47-
00001	PARISH TRACTOR (HATTIESB	02-114438	00198216	19004484	REPR PTS U#15999 HEALTH	04/30/20	276870	194.50-
00001	PARISH TRACTOR (HATTIESB	02-117221	00198546	19004497	REPR PTS U#16722 PUB WORKS	04/30/20	276870	692.34-
00001	PARISH TRACTOR (HATTIESB	02-117025	00198655	19004498	REPR PTS U#16722 PUBLIC WORKS	04/30/20	276870	358.32-
00001	PARISH TRACTOR (HATTIESB	02-116828	00198617	19004499	REPRS U#15999 PUBLIC WORKS	04/30/20	276870	436.80-
00001	PARISH TRACTOR (HATTIESB	02-117763	00198724	19004526	TRACTOR STARTER SWITCH CONSTR	04/30/20	276870	110.42-

PARISH TRACTOR (HATTIESB								
Sum								
00001	PATTERSON AUTO ELECTRIC	80539	00198569	19004494	ENGINE REPR U#19340 POLICE	04/30/20	276871	2,250.45-
								1,302.90-

PATTERSON AUTO ELECTRIC								
Sum								
00001	PEARL RIVER VALLEY EPA (	4/20 GENERAL	00202014	19004531	MNTHLY 4/20 PUBLIC SERVICES	04/30/20	276872	1,302.90-
								16.66-

PEARL RIVER VALLEY EPA (								
Sum								
00001	PINE BELT CDJR, INC (MCM	506715	00198636	19004513	REPRS U#19116 LAND CODE	04/30/20	276873	16.66-
								161.16-

PINE BELT CDJR, INC (MCM								
Sum								
00001	PINE BELT INDUSTRIAL SUP	4178678-01	00197632	19004500	BELTS P/W SHOP	04/30/20	276874	161.16-
								37.50-

PINE BELT INDUSTRIAL SUP								
Sum								
00001	PINE BELT MENTAL HEALTHC	2020-03	00198705	19004411	SRVS HEALTH COURT GRANT 3/20	04/30/20	276875	37.50-
								9,428.56-

PINE BELT MENTAL HEALTHC								
Sum								
00001	PINE BELT OIL COMPANY IN	10724509	00198541	19004486	DIESEL FOR P/W FUEL STATION	04/30/20	276876	9,428.56-
00001	PINE BELT OIL COMPANY IN	10718220	00198664	19004487	GAS FOR P/W FUEL STATION	04/30/20	276876	2,686.57-
00001	PINE BELT OIL COMPANY IN	10724113	00198664	19004488	DIESEL FOR P/W FUEL STATION	04/30/20	276876	4,104.48-
								2,971.58-

PINE BELT OIL COMPANY IN								
Sum								
00001	PINE BELT REGIONAL SOLID	100006 3/202	00198698	19004446	RUBBISH DISPOSAL 3/20 SANIT	04/30/20	276877	9,762.63-
								42,418.72-

PINE BELT REGIONAL SOLID								
Sum								
00001	RICOH CORP	9028309266	00198763	19004506	COPIER 5/20 PLANNING DIV	04/30/20	276880	42,418.72-
00001	RICOH CORP	9028309266	00198755	19004512	COPIER 5/20 POLICE ADM	04/30/20	276880	232.90-
00001	RICOH CORP	33328970	00198764	19004518	COPIER 5/20 LAND CODE	04/30/20	276880	192.00-
00001	RICOH CORP	33329523	00198865	19004658	COPIER 5/20 MUN COURT	04/30/20	276880	110.00-
								287.51-

RICOH CORP								
Sum								
								822.41-

00001	RJ YOUNG COMPANY	INV3607477	00198623	19004412	COPIER 3/5-4/4 CITY CLERK	04/30/20	276881	204.00-
00001	RJ YOUNG COMPANY	INV3618777	00198709	19004424	GIS PLOTTER 3/17-4/16 MPO DIV	04/30/20	276881	138.04-
00001	RJ YOUNG COMPANY	INV3618744	00198765	19004507	COPIER 3/16-4/15 MPO DIV	04/30/20	276881	174.00-
00001	RJ YOUNG COMPANY	INV3627409	00198843	19004630	COPIER 3/24-4/23 POLICE ADM	04/30/20	276881	253.00-
00001	RJ YOUNG COMPANY	INV3628648	00198817	19004649	COPIER 3/25-4/24 ENGR DEPT	04/30/20	276881	262.00-
00001	RJ YOUNG COMPANY	INV3597127	00198859	19004659	COPIER 2/24-3/23 MUN COURT	04/30/20	276881	520.44-
00001	RJ YOUNG COMPANY	INV3627382	00198864	19004660	COPIER 3/24-4/23 MUN COURT	04/30/20	276881	168.00-

RJ YOUNG COMPANY								
Sum								
00001	SACKS OUTDOOR SUPPLY	1130	00197012	19004491	BDU'S POLICE STOCK	04/30/20	276883	1,719.48-
00001	SACKS OUTDOOR SUPPLY	1131	00197255	19004492	BDU'S POLICE STOCK	04/30/20	276883	929.70-

SACKS OUTDOOR SUPPLY								
Sum								
00001	SHOWS DEARMAN & WAITS IN	21369	00198818	19004647	SRVS EPA RESPONSE	04/30/20	276884	1,859.40-
00001	SHOWS DEARMAN & WAITS IN	21375	00198822	19004648	SRV GENERAL ENGR AND SUPPORT	04/30/20	276884	875.00-

SHOWS DEARMAN & WAITS IN								
Sum								
00001	SMITH, JIM SERVICES	000090293	00198668	19004434	A/C REPR TRAIN DEPOT SUB-STA	04/30/20	276888	2,940.00-

SMITH, JIM SERVICES								
Sum								
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT2 4/1-	02020502	19004404	POLICE FINES COLL.FEE	04/30/20	276893	708.18-
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT2 3/1-	02020503	19004405	POLICE FINES COLL.FEE	04/30/20	276893	153.60-
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT3 3/17	02020503	19004406	POLICE FINES COLL.FEE	04/30/20	276893	294.87-
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT3 4/1-	02020504	19004407	POLICE FINES COLL.FEE	04/30/20	276893	180.19-
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT 3/17-	02020506	19004408	POLICE FINES COLL.FEE	04/30/20	276893	664.41-

SOUTHERN FINANCIAL SYSTE								
Sum								
00001	SOUTHERN PINE ELECTRIC P	4/20 GENERAL	00202013	19004466	MNTHLY 4/2020 PUBLIC SERVICES	04/30/20	276895	1,303.07-

SOUTHERN PINE ELECTRIC P								
Sum								
00001	SOUTHERN PIPE & SUPPLY C	2434996	00198649	19004627	PIPE SUPP C CLUB ROAD/CLASSIC	04/30/20	276896	71.85-

SOUTHERN PIPE & SUPPLY C								
Sum								
00001	SOUTHERN TIRE MART LLC (	2520031367	00198653	19004504	TIRES SANIT UNITS	04/30/20	276897	319.60-
00001	SOUTHERN TIRE MART LLC (	2520032226	00198674	19004505	TIRES SANIT TRUCKS	04/30/20	276897	1,115.50-
00001	SOUTHERN TIRE MART LLC (	2520032303	00198707	19004623	TIRES VARI PUBLIC WORKS UNITS	04/30/20	276897	3,266.00-

SOUTHERN TIRE MART LLC (								
Sum								
00001	SPIRE ENERGY	4/20 GENERAL	00202014	19004563	MNTHLY GAS-GENERAL	04/30/20	276899	7,111.50-

SPIRE ENERGY								
Sum								
189.01-								

00001 STAPLES	3445510359(A 00198706 19004489 COPY PAPER/SUPP COVID-19	04/30/20	276901	117.33-

STAPLES				
Sum				117.33-
00001 STRIBLING EQUIPMENT CO L CS006107051: 00198662 19004624 WINDOW PANE U#20152 PUB WORKS		04/30/20	276902	309.08-

STRIBLING EQUIPMENT CO L				
Sum				309.08-
00001 SUNBELT FIRE INC	323337 00198633 19004496 REPR PTS U#15491 FIRE DEPT	04/30/20	276903	705.47-

SUNBELT FIRE INC				
Sum				705.47-
00001 TEMPLE INC	INV0196612 00194798 19004621 TRAFFIC LIGHT COLORS	04/30/20	276904	4,365.00-

TEMPLE INC				
Sum				4,365.00-
00001 TERRY'S BACKHOE AND TREE 1617	00198753 19004515 LOT CLEAR/BOARD 131 W 8TH ST	04/30/20	276905	5,903.06-
00001 TERRY'S BACKHOE AND TREE 1616	00198754 19004516 LOT CLEAR/BOARD 6563 HWY 49N	04/30/20	276905	11,091.18-

TERRY'S BACKHOE AND TREE				
Sum				16,994.24-
00001 TRUCKPRO LLC	039-0676400 00196984 19004503 FREIGHT CHARGE PO#196948	04/30/20	276906	175.00-

TRUCKPRO LLC				
Sum				175.00-
00001 TURNER SUPPLY COMPANY (H 3069452-00	00198568 19004490 GOGGLES COVID-19 POLICE	04/30/20	276907	51.81-

TURNER SUPPLY COMPANY (H				
Sum				51.81-
00001 TYLER TECHNOLOGIES INC	025-292783 00182839 19004528 ENERGОВ UPGRADE URBAN DEV	04/30/20	276908	350.00-
00001 TYLER TECHNOLOGIES INC	025-292782 00182839 19004529 ENERGОВ UPGRADE URBAN DEV	04/30/20	276908	568.75-
00001 TYLER TECHNOLOGIES INC	025-292617 00193185 19004530 ELEC PLAN REVIEW FUNCTION UD	04/30/20	276908	22,999.00-
00001 TYLER TECHNOLOGIES INC	045-298265 00198790 19004598 ANNUAL FINANCIAL SOFTWARE	04/30/20	276908	233,945.00-
00001 TYLER TECHNOLOGIES INC	025-292559 00198791 19004599 INCODE COURT SOFTWARE	04/30/20	276908	58,182.00-

TYLER TECHNOLOGIES INC				
Sum				316,044.75-
00001 UNDERWOOD OUTDOOR POWER, 82831	00197921 19004532 LAWN EQUIP PTS FIRE DEPT	04/30/20	276909	149.30-
00001 UNDERWOOD OUTDOOR POWER, 83586	00198190 19004533 WEEDEATER REPR #6 FIRE STA	04/30/20	276909	65.40-

UNDERWOOD OUTDOOR POWER,				
Sum				214.70-
00001 UNITED PARCEL SERVICE IN 00008E1Y1514	00198630 19004433 SERVS 3/7 POLICE	04/30/20	276910	1.32-

UNITED PARCEL SERVICE IN				
Sum				1.32-
00001 UNIVERSITY TIRE & SERVIC INV151497	00198565 19004511 TIRES U#20095 POLICE	04/30/20	276911	605.71-

UNIVERSITY TIRE & SERVIC				
Sum				605.71-

00001 VERSALIFT SOUTHEAST	92399	00196257 19004520 INSPECT U#18864 U#6894 TRAFF	04/30/20	276914	831.20-

VERSALIFT SOUTHEAST					
Sum					831.20-
00001 W GEOTECHNICAL AND TESTI	4197	00198812 19004650 SRVS PUBLIC SAFETY COMPLEX	04/30/20	276915	2,987.50-

W GEOTECHNICAL AND TESTI					
Sum					2,987.50-
00001 WAL-MART STORES INC	003043	00197698 19004527 CAMERA BATTERIES/CARDS SANIT	04/30/20	276916	80.89-

WAL-MART STORES INC					
Sum					80.89-
00001 WARING OIL CO (GULFPORT)	001854754	00198251 19004501 DEF FOR SANIT UNITS	04/30/20	276918	425.70-

WARING OIL CO (GULFPORT)					
Sum					425.70-
00001 WARREN PAVING INC	30540	00197491 19004537 HOT ASPHALT VARI LOC	04/30/20	276921	53.90-
00001 WARREN PAVING INC	30712	00197491 19004538 HOT ASPHALT VARI LOC	04/30/20	276921	703.15-
00001 WARREN PAVING INC	30788	00197491 19004539 HOT ASPHALT VARI LOC	04/30/20	276921	197.23-
00001 WARREN PAVING INC	30921	00197491 19004540 HOT ASPHALT VARI LOC	04/30/20	276921	425.69-
00001 WARREN PAVING INC	30930	00197491 19004541 HOT ASPHALT VARI LOC	04/30/20	276921	145.16-
00001 WARREN PAVING INC	30937	00197491 19004542 HOT ASPHALT VARI LOC	04/30/20	276921	488.18-
00001 WARREN PAVING INC	30991	00197491 19004543 HOT ASPHALT VARI LOC	04/30/20	276921	286.04-
00001 WARREN PAVING INC	31040	00197491 19004544 HOT ASPHALT VARI LOC	04/30/20	276921	309.32-
00001 WARREN PAVING INC	31081	00197491 19004545 HOT ASPHALT VARI LOC	04/30/20	276921	305.64-
00001 WARREN PAVING INC	31132	00197491 19004546 HOT ASPHALT VARI LOC	04/30/20	276921	367.50-
00001 WARREN PAVING INC	31203	00197491 19004547 HOT ASPHALT VARI LOC	04/30/20	276921	123.12-
00001 WARREN PAVING INC	31243	00197491 19004548 HOT ASPHALT VARI LOC	04/30/20	276921	308.70-
00001 WARREN PAVING INC	31305	00197491 19004549 HOT ASPHALT VARI LOC	04/30/20	276921	165.99-
00001 WARREN PAVING INC	31368	00197491 19004550 HOT ASPHALT VARI LOC	04/30/20	276921	305.64-
00001 WARREN PAVING INC	31385	00197491 19004551 HOT ASPHALT VARI LOC	04/30/20	276921	64.31-
00001 WARREN PAVING INC	31417	00197491 19004552 HOT ASPHALT VARI LOC	04/30/20	276921	189.88-
00001 WARREN PAVING INC	31490	00197491 19004553 HOT ASPHALT VARI LOC	04/30/20	276921	300.13-
00001 WARREN PAVING INC	31536	00197491 19004554 HOT ASPHALT VARI LOC	04/30/20	276921	186.20-
00001 WARREN PAVING INC	31556	00197491 19004555 HOT ASPHALT VARI LOC	04/30/20	276921	276.25-
00001 WARREN PAVING INC	31643	00197491 19004556 HOT ASPHALT VARI LOC	04/30/20	276921	307.48-
00001 WARREN PAVING INC	31779	00197491 19004557 HOT ASPHALT VARI LOC	04/30/20	276921	123.11-
00001 WARREN PAVING INC	31749	00197491 19004558 HOT ASPHALT VARI LOC	04/30/20	276921	259.09-
00001 WARREN PAVING INC	31836	00197491 19004559 HOT ASPHALT VARI LOC	04/30/20	276921	242.56-
00001 WARREN PAVING INC	31920	00197491 19004560 HOT ASPHALT VARI LOC	04/30/20	276921	199.68-
00001 WARREN PAVING INC	32013	00197491 19004561 HOT ASPHALT VARI LOC	04/30/20	276921	116.38-
00001 WARREN PAVING INC	32074	00197491 19004562 HOT ASPHALT VARI LOC	04/30/20	276921	275.02-
00001 WARREN PAVING INC	31812	00197491 19004651 HOT ASPHALT VARI LOC	04/30/20	276921	180.69-

WARREN PAVING INC					
Sum					6,906.04-
00001 WASTE MANAGEMENT OF SOUT	0012070-2526	00198697 19004447 RUBBISH DISPOSAL 3/20 SANIT	04/30/20	276922	2,021.58-

WASTE MANAGEMENT OF SOUT					
Sum					2,021.58-

Sum					2,319,900.40-

Date - 04/29/20

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND							
00002 ADAMS NURSERY	260508	00198683	19001113	TREE-EARTH DAY HAWKINS SCHOOL	04/30/20	276759	89.00-
ADAMS NURSERY							
Sum							89.00-
00002 ANOINTED HANDS SERVICES,	6508	00198383	19001119	SERVS 4/20 REC MAINT	04/30/20	276764	310.00-
ANOINTED HANDS SERVICES,							
Sum							310.00-
00002 BRACKMAN MOWER WAREHOUSE	52937	00198727	19001133	RPLCMNT DECK U#17085 MOWER	04/30/20	276776	33.00-
BRACKMAN MOWER WAREHOUSE							
Sum							33.00-
00002 CINTAS CORPORATION #J66	4047041657	00198779	19001127	MOP/MAT 4/02 REC MAINT	04/30/20	276793	14.93-
00002 CINTAS CORPORATION #J66	4047629995	00198779	19001128	MOP/MAT 4/09 REC MAINT	04/30/20	276793	14.93-
00002 CINTAS CORPORATION #J66	4048719474	00198779	19001129	MOP/MAT 4/23 REC MAINT	04/30/20	276793	14.93-
00002 CINTAS CORPORATION #J66	4047041952	00198779	19001130	UNIFORMS 4/02 REC MAINT	04/30/20	276793	187.20-
00002 CINTAS CORPORATION #J66	4047630245	00198779	19001131	UNIFORMS 4/09 REC MAINT	04/30/20	276793	152.20-
00002 CINTAS CORPORATION #J66	4048719728	00198779	19001132	UNIFORMS 4/23 REC MAINT	04/30/20	276793	158.25-
CINTAS CORPORATION #J66							
Sum							542.44-
00002 CITY OF HATTIESBURG FUND	TRF TO COVER	02020508	19001112	TRANSFER TO COVER 4/24 PAYROLL	04/21/20	20007	68,923.16-
CITY OF HATTIESBURG FUND							
Sum							68,923.16-
00002 ELKINS WHOLESALE INC	413449 00 00	00198404	19001117	JANIT/SAFETY SUPP GRNDS MAINT	04/30/20	276808	465.52-
00002 ELKINS WHOLESALE INC	413449-01 00	00198404	19001118	JANIT/SAFETY SUPP GRNDS MAINT	04/30/20	276808	54.23-
ELKINS WHOLESALE INC							
Sum							519.75-
00002 H'BURG MEDICAL SUPPLY	521533	00198397	19001134	GLOVES COVID-19 REC MAINT	04/30/20	276823	1,600.00-
00002 H'BURG MEDICAL SUPPLY	523514	00198397	19001135	HAND SANITIZER COVID-19	04/30/20	276823	2,400.00-
00002 H'BURG MEDICAL SUPPLY	523514(B)	00198778	19001136	ADDL AMT PO#198397 COVID-19	04/30/20	276823	1,000.00-
H'BURG MEDICAL SUPPLY							
Sum							5,000.00-
00002 HAVARD PEST CONTROL INC	1591177	00020204	19001122	QTRLY SRV BOYS BROTHERHOOD	04/30/20	276832	48.00-
00002 HAVARD PEST CONTROL INC	1591171	00020204	19001123	QTRLY SRV DAHMER POOL	04/30/20	276832	48.00-
00002 HAVARD PEST CONTROL INC	1591173	00020204	19001124	QTRLY SRV TATUM SOFTBALL	04/30/20	276832	125.00-
00002 HAVARD PEST CONTROL INC	1595807	00020202	19001125	SENTRICON DAHMER POOL	04/30/20	276832	310.00-
00002 HAVARD PEST CONTROL INC	1595810	00020202	19001126	SENTRICON TATUM SOFTBALL	04/30/20	276832	285.00-
HAVARD PEST CONTROL INC							
Sum							816.00-

00002 JEFcoat FENCE OF HATTIES 0022073	00198261 19001115 FENCE REPR VARI PKS/CNTRS	04/30/20	276840	1,845.00-

JEFcoat FENCE OF HATTIES				
Sum				1,845.00-
00002 JERRY'S AUTOMOTIVE REPAI 20513	00198642 19001114 A/C REPR U#13130 TRUCK	04/30/20	276841	1,648.45-

JERRY'S AUTOMOTIVE REPAI				
Sum				1,648.45-
00002 MS POWER COMPANY	4/20 PKS/REC 00202014 19001121 MNTHLY ELEC-PARKS & REC	04/30/20	276859	8,714.46-

MS POWER COMPANY				
Sum				8,714.46-
00002 SPEEDY PRINTING & SIGNS 27746	00198684 19001116 DOG PARK CLOSED SIGNS	04/30/20	276898	104.00-

SPEEDY PRINTING & SIGNS				
Sum				104.00-
00002 UNDERWOOD OUTDOOR POWER, 82242	00197406 19001120 AGRI EQUIP REPR PTS	04/30/20	276909	554.00-

UNDERWOOD OUTDOOR POWER,				
Sum				554.00-

Sum				89,099.26-

Date - 04/29/20

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PAYROLL FUND							
00006 CHELUS HERDZIK SPEYER MO D JORDAN 810	00202091	19000293	D JORDAN 4/20	04/27/20	60056	349.53-	
CHELUS HERDZIK SPEYER MO							
Sum						349.53-	
00006 JOHNSON, AYLEEYA (GARN) C HAYES 122	00202091	19000292	C HAYES 4/20	04/27/20	60061	477.64-	
JOHNSON, AYLEEYA (GARN)							
Sum						477.64-	
00006 KEYS, W T (GARN) J CRAWFORD	00202091	19000291	J CRAWFORD 4/20	04/27/20	60062	418.76-	
KEYS, W T (GARN)							
Sum						418.76-	
00006 PROVIDENT LIFE AND ACCID 4/20	00202092	19000267	EMPLOYEE CONTRIBUTIONS 4/20	04/24/20	60051	1,443.80-	
PROVIDENT LIFE AND ACCID							
Sum						1,443.80-	
00006 STEADMAN, SUSAN K (GARN) C HATHORN 3	00202091	19000283	C HATHORN 4/20	04/27/20	60064	41.18-	
STEADMAN, SUSAN K (GARN)							
Sum						41.18-	
00006 U S DEPT OF EDUCATION(GA A DUNCAN 591	00202091	19000287	A DUNCAN 4/20	04/27/20	60066	84.44-	
00006 U S DEPT OF EDUCATION(GA C REEVES 625	00202091	19000289	C REEVES 4/20	04/27/20	60067	283.08-	
00006 U S DEPT OF EDUCATION(GA R DONALDSON	00202091	19000295	R DONALDSON 4/20	04/27/20	60068	98.10-	
U S DEPT OF EDUCATION(GA							
Sum						465.62-	
Sum						3,196.53-	

00009	CINTAS CORPORATION #J66	4048388829	00198795	19001121	UNIFORMS 4/20 TRANS	04/30/20	276793	104.85-
00009	CINTAS CORPORATION #J66	4048388829	00198795	19001122	UNIFORMS 4/20 PLANT	04/30/20	276793	54.84-
00009	CINTAS CORPORATION #J66	4048388829	00198795	19001123	UNIFORMS 4/20 PLANT	04/30/20	276793	54.84-
00009	CINTAS CORPORATION #J66	4048388829	00198795	19001124	UNIFORMS 4/20 SEWER	04/30/20	276793	38.02-
00009	CINTAS CORPORATION #J66	4048388829	00198795	19001125	UNIFORMS 4/20 LAGOON	04/30/20	276793	19.36-
00009	CINTAS CORPORATION #J66	4048949802	00198797	19001126	UNIFORMS 4/27 TRANS	04/30/20	276793	119.85-
00009	CINTAS CORPORATION #J66	4048949802	00198797	19001127	UNIFORMS 4/27 PLANT	04/30/20	276793	45.39-
00009	CINTAS CORPORATION #J66	4048949802	00198797	19001128	UNIFORMS 4/27 SEWER	04/30/20	276793	24.02-
00009	CINTAS CORPORATION #J66	4048949802	00198797	19001129	UNIFORMS 4/27 LAGOON	04/30/20	276793	19.36-
00009	CINTAS CORPORATION #J66	4048388643	00198793	19001130	MOP/MAT 4/20 PLANT	04/30/20	276793	17.10-
00009	CINTAS CORPORATION #J66	4048949494	00198793	19001131	MOP/MAT 4/27 PLANT	04/30/20	276793	17.10-
00009	CINTAS CORPORATION #J66	4047806813	00198842	19001146	UNIFORMS 4/13 WTR SERVICE MEN	04/30/20	276793	82.53-
00009	CINTAS CORPORATION #J66	4048388958	00198842	19001147	UNIFORMS 4/20 WTR SERVICE MEN	04/30/20	276793	23.92-
00009	CINTAS CORPORATION #J66	4048950250	00198844	19001148	UNIFORMS 4/27 WTR SERVICE MEN	04/30/20	276793	23.92-

CINTAS CORPORATION #J66								
Sum								645.10-
00009	CITY OF HATTIESBURG FUND TRF TO COVER	02020508	19001085	TRANSFER TO COVER 4/24 PAYROLL		04/21/20	90007	98,647.58-

CITY OF HATTIESBURG FUND								
Sum								98,647.58-
00009	CORE & MAIN (HD SUPPLY W	M203190	00198143	19001140	PLUMB SUPP TRANS WAREHOUSE	04/30/20	276800	4,401.85-

CORE & MAIN (HD SUPPLY W								
Sum								4,401.85-
00009	FAIRLEY, BILLY RAY	767419	00197826	19001097	REPR DRIVEWAY 81 CANAL PLACE	04/30/20	276813	350.00-

FAIRLEY, BILLY RAY								
Sum								350.00-
00009	GILLILANDS ELECTRONICS S	71460	00198838	19001144	ALARM 4/20-7/20 WTR BILLING	04/30/20	276819	90.00-
00009	GILLILANDS ELECTRONICS S	71164	00198840	19001145	DRIVE THRU REPR WTR BILLING	04/30/20	276819	146.36-
00009	GILLILANDS ELECTRONICS S	71741	00198861	19001150	PHONE SYS RENT WTR PLANT	04/30/20	276819	148.16-

GILLILANDS ELECTRONICS S								
Sum								384.52-
00009	HAVARD PEST CONTROL INC	1591176	00020204	19001115	QTRLY SRV WATER OFFICE	04/30/20	276832	45.00-
00009	HAVARD PEST CONTROL INC	1591193	00020204	19001116	QTRLY SRV WTR PLT LOWER	04/30/20	276832	48.00-
00009	HAVARD PEST CONTROL INC	1591194	00020204	19001117	QTRLY SRV WTR PLT UPPER	04/30/20	276832	50.00-
00009	HAVARD PEST CONTROL INC	1591195	00020204	19001118	QTRLY SRV WTR WORKS-JAMES	04/30/20	276832	50.00-
00009	HAVARD PEST CONTROL INC	1591196	00020204	19001119	QTRLY SRV BURKETT LIFT STA	04/30/20	276832	40.00-
00009	HAVARD PEST CONTROL INC	1591197	00020204	19001120	QTRLY SRV E LAUREL STA	04/30/20	276832	40.00-

HAVARD PEST CONTROL INC								
Sum								273.00-
00009	MS POWER COMPANY	4/20 W&SO&M	00202014	19001113	MNTHLY ELEC-W&SO&M	04/30/20	276859	72,815.48-

MS POWER COMPANY								
Sum								72,815.48-
00009	NORTH LAMAR WATER ASSN	SEWER BILLIN	00198651	19001087	SEWER BILLING 3/2020	04/30/20	276867	144.00-

NORTH LAMAR WATER ASSN								

[illegible]

00009 UNDERWOOD OUTDOOR POWER, 84228	00198650 19001088 MOWER REPR SEWER DEPT	04/30/20	276909	397.00-
00009 UNDERWOOD OUTDOOR POWER, 84505	00198650 19001089 MOWER REPR SEWER DEPT	04/30/20	276909	62.14-
00009 UNDERWOOD OUTDOOR POWER, 84590	00198533 19001108 MOWER BELT GRNDS MAINT	04/30/20	276909	45.00-
00009 UNDERWOOD OUTDOOR POWER, 81704 & 8171	00196803 19001109 REPR MOWER TIRES SEWER DEPT	04/30/20	276909	154.10-
00009 UNDERWOOD OUTDOOR POWER, 83611	00198259 19001110 MOWER REPR SEWER DEPT	04/30/20	276909	184.90-
00009 UNDERWOOD OUTDOOR POWER, 83666	00198299 19001111 MOWER REPR SEWER DEPT	04/30/20	276909	148.09-
00009 UNDERWOOD OUTDOOR POWER, 83760	00198300 19001112 MOWER REPR SEWER DEPT	04/30/20	276909	82.42-

UNDERWOOD OUTDOOR POWER, Sum				1,073.65-
00009 UNIVERSITY TIRE & SERVIC INV150792	00198176 19001104 TIRES U#20056 TRANS	04/30/20	276911	438.86-
00009 UNIVERSITY TIRE & SERVIC INV150839	00198211 19001105 TIRE U#20027 TRANS	04/30/20	276911	153.58-

UNIVERSITY TIRE & SERVIC Sum				592.44-
00009 UTILITY SERVICE CO INC 6248 4/01/20	00198862 19001151 QTRLY TANK INSPECTIONS	04/30/20	276912	47,622.57-

UTILITY SERVICE CO INC Sum				47,622.57-
00009 WRIGHT, J H & ASSOCIATES 422064	00196753 19001149 RPLCMNT PUMP TMBRTN LIFT STA	04/30/20	276923	4,229.00-

WRIGHT, J H & ASSOCIATES Sum				4,229.00-

Sum				313,103.76-

CITY OF HATTIESBURG

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Vendor

Invoice
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No.Check
Amount

WATER & SEWER FUND

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00011 49 SUPER STOP LLC C	METER DEP RF	02020499	19000458	METER DEPOSIT REFUND	04/30/20	276757	75.00-

49 SUPER STOP LLC C							75.00-
Sum							75.00-
00011 ADELA INC (FORMERLY NS	040201490000	02020507	19000452	WATER COLLECTIONS FEES	04/30/20	276760	751.29-

ADELA INC (FORMERLY NS							751.29-
Sum							751.29-
00011 BARNUM, ABBEY	METER DEP RF	02020524	19000467	METER DEPOSIT REFUND	04/30/20	276773	20.96-

BARNUM, ABBEY							20.96-
Sum							20.96-
00011 BLANCH, DEANA	METER DEP RF	02020524	19000468	METER DEPOSIT REFUND	04/30/20	276775	75.00-

BLANCH, DEANA							75.00-
Sum							75.00-
00011 BRELAND, CARRIE L	WTR OVRPYMT	02020500	19000454	WATER OVERPAYMENT REFUND	04/30/20	276777	1,309.95-

BRELAND, CARRIE L							1,309.95-
Sum							1,309.95-
00011 BROWN, SHELLY	METER DEP RF	02020499	19000461	METER DEPOSIT REFUND	04/30/20	276778	20.96-

BROWN, SHELLY							20.96-
Sum							20.96-
00011 CONERLY, CARRIE 1	METER DEP RF	02020524	19000465	METER DEPOSIT REFUND	04/30/20	276799	2.20-

CONERLY, CARRIE 1							2.20-
Sum							2.20-
00011 ECTOR, CLEMON	METER DEP RF	02020499	19000462	METER DEPOSIT REFUND	04/30/20	276806	13.36-

ECTOR, CLEMON							13.36-
Sum							13.36-
00011 FENTON, JAMES MI	METER DEP RF	02020499	19000459	METER DEPOSIT REFUND	04/30/20	276814	75.00-

FENTON, JAMES MI							75.00-
Sum							75.00-
00011 GUY, ANTHONY	METER DEP RF	02020499	19000457	METER DEPOSIT REFUND	04/30/20	276822	20.96-

GUY, ANTHONY							20.96-
Sum							20.96-
00011 H"BURG HOSPITALITY(LA QU	METER DEP RF	02020499	19000456	METER DEPOSIT REFUND	04/30/20	276824	600.00-

H"BURG HOSPITALITY(LA QU							600.00-
Sum							600.00-
00011 MCDANIEL, LOGAN	METER DEP RF	02020499	19000460	METER DEPOSIT REFUND	04/30/20	276850	20.96-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

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OrderClaims
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DateCheck
No.Check
Amount

POLICE FORFEITURES FUND

00019 MS LAW ENFORCEMENT OFFIC 2020 MBRSH

00198666

19000037

2020 MBRSH DUES

04/30/20

276858

2,500.00-

MS LAW ENFORCEMENT OFFIC

Sum

2,500.00-

Sum

2,500.00-

PERIOD ENDING APRIL 30, 2020

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Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

Check
No.

Check
Amount

TAX COLLECTOR'S FUND

00027 H'BURG PUBLIC SCHOOLS

APRIL MILLAG 02020515 19000071 APRIL MILLAGE

04/22/20

270010

837,194.70-

00027 H'BURG PUBLIC SCHOOLS

APRIL MILLAG 02020515 19000072 APRIL MILLAGE

04/22/20

270011

111,655.92-

H'BURG PUBLIC SCHOOLS

Sum

948,850.62-

Sum

948,850.62-

CITY OF HATTIESBURG

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Date

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Vendor

Invoice
NumberPurchase
OrderClaims
NumberItem
DescriptionCheck
DateCheck
No.Check
Amount

MASS TRANSIT FUND

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00073 AB SUPPORT SERVICES	010083	HUB C	00198370	19000296 SERVS 4/20 HUB CITY TRANSIT	04/30/20	276758	300.00-

AB SUPPORT SERVICES							300.00-
Sum							259.98-
00073 CARQUEST AUTO PARTS STOR	14758-140076	00198685	19000300	BATTERIES U#16760	04/30/20	276786	259.98-

CARQUEST AUTO PARTS STOR							259.98-
Sum							42,281.14-
00073 CITY OF HATTIESBURG FUND	TRF TO COVER	02020508	19000289	TRANSFER TO COVER 4/24 PAYROLL	04/21/20	730007	42,281.14-

CITY OF HATTIESBURG FUND							42,281.14-
Sum							191.12-
00073 DOSSETT GMC CADILLAC	57290	00198385	19000293	REPR PTS U#16759 BUS	04/30/20	276805	191.12-

DOSSETT GMC CADILLAC							191.12-
Sum							271.28-
00073 GILLIG LLC	40692428	00198729	19000301	REPR PTS U#16234/16235 BUSES	04/30/20	276818	271.28-

GILLIG LLC							271.28-
Sum							4,699.50-
00073 GROVE TRANSIT	JARC 2/16-29	00198708	19000291	JARC TRIPS 2/16-29/2020	04/30/20	276820	4,699.50-
00073 GROVE TRANSIT	JARC 3/29-4/	00198771	19000297	JARC TRIPS 3/29-4/11/2020	04/30/20	276820	3,335.50-

GROVE TRANSIT							8,035.00-
Sum							48.00-
00073 HAVARD PEST CONTROL INC	1591199	00020204	19000299	QTRLY SRV MASS TRANSIT	04/30/20	276832	48.00-

HAVARD PEST CONTROL INC							48.00-
Sum							325.00-
00073 MOBILITY SYSTEMS INC	8178	00198711	19000295	REPRS U#16759	04/30/20	276853	325.00-
00073 MOBILITY SYSTEMS INC	2248	00195660	19000302	LIFT REPR U#20584	04/30/20	276853	213.33-

MOBILITY SYSTEMS INC							538.33-
Sum							524.85-
00073 MS POWER COMPANY	4/20 M TRANS	00202014	19000298	MNTHLY ELEC-MASS TRANSIT	04/30/20	276859	524.85-

MS POWER COMPANY							524.85-
Sum							8,500.00-
00073 NEEL-SCHAFFER INC	1064532	00198638	19000292	SRVS 3/20 BUS STOP CONSTR	04/30/20	276863	8,500.00-

NEEL-SCHAFFER INC							8,500.00-
Sum							9.29-
00073 STAPLES	3445510359(B	00198706	19000294	LAMINATING POUCHES COVID-19	04/30/20	276901	9.29-

STAPLES							

00073 VERIZON WIRELESS	9852209530	00198713 19000290 PARATRANSIT GPS 4/22-5/10/20	04/30/20	276913	142.55-

VERIZON WIRELESS					142.55-
Sum					-----
Sum					61,101.54-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER&SEWER CONSTRUCTION FUND							
00075 C B DEVELOPERS INC	EST#1	AUDUBO	00198807	19000069 SRVS AUDUBON-WESTWOOD WATER	04/30/20	276781	312,316.64-
00075 C B DEVELOPERS INC	EST#2	AUDUBO	00198815	19000070 SRVS AUDUBON WESTWOOD WATER	04/30/20	276781	206,793.74-

C B DEVELOPERS INC							
Sum							519,110.38-
00075 SHOWS DEARMAN & WAITS IN 21352			00198801	19000065 SRVS DAVID COX SWR FRANCHISE	04/30/20	276884	5,550.00-
00075 SHOWS DEARMAN & WAITS IN 21368			00198806	19000066 SRVS INFRASTRUCTURE IMPRVMNT	04/30/20	276884	26,938.35-
00075 SHOWS DEARMAN & WAITS IN 21372			00198820	19000067 SRVS INFRASTRUCTURE MGNT PH 1	04/30/20	276884	8,200.00-
00075 SHOWS DEARMAN & WAITS IN 21371			00198819	19000071 SRVS AUDUBON WESTWOOD WATER	04/30/20	276884	5,820.00-
00075 SHOWS DEARMAN & WAITS IN 21364			00198805	19000072 SRVS C CLUB RD WTR UPGRADES	04/30/20	276884	7,630.00-
00075 SHOWS DEARMAN & WAITS IN 21373			00198821	19000074 SRVS E JERUSALEM WTR IMPRVMNT	04/30/20	276884	3,724.86-

SHOWS DEARMAN & WAITS IN							
Sum							57,863.21-
00075 SOUTHERN MS PLANNING & D 12049			00198830	19000068 SRVS LAMAR BLVD	04/30/20	276894	206.12-

SOUTHERN MS PLANNING & D							
Sum							206.12-
00075 WALKER CONSTRUCTION	EST#2	C CLUB	00198809	19000073 SRVS C CLUB RD WTR UPGRADES	04/30/20	276917	210,364.96-

WALKER CONSTRUCTION							
Sum							210,364.96-

Sum							787,544.67-

- 04/29/20

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COMMUNITY CENTERS' FUND							
00077 CITY OF HATTIESBURG FUND	TRF TO COVER	02020508	19000255	TRANSFER TO COVER 4/24 PAYROLL	04/21/20	770008	23,762.36-
CITY OF HATTIESBURG FUND							
Sum							23,762.36-
00077 HAVARD PEST CONTROL INC	1591186	00020204	19000258	QTRLY SRV CE ROY CENTER	04/30/20	276832	48.00-
00077 HAVARD PEST CONTROL INC	1591179	00020204	19000259	QTRLY SRV SHERRILL CENTER	04/30/20	276832	115.00-
00077 HAVARD PEST CONTROL INC	1591182	00020204	19000260	QTRLY SRV MCNAIR CENTER	04/30/20	276832	48.00-
00077 HAVARD PEST CONTROL INC	1591185	00020204	19000261	QTRLY SRV CULTURAL CENTER	04/30/20	276832	48.00-
00077 HAVARD PEST CONTROL INC	1595803	00020202	19000262	SENTRICON CE ROY CENTER	04/30/20	276832	335.00-
00077 HAVARD PEST CONTROL INC	1598805	00020202	19000263	SENTRICON SHERRILL CENTER	04/30/20	276832	495.00-
00077 HAVARD PEST CONTROL INC	1595732	00020202	19000264	SENTRICON MCNAIR CENTER	04/30/20	276832	395.00-
HAVARD PEST CONTROL INC							
Sum							1,484.00-
00077 MS POWER COMPANY	4/20 COMM CN	00202014	19000256	MNTHLY ELEC-COMM CENTERS	04/30/20	276859	2,007.78-
MS POWER COMPANY							
Sum							2,007.78-
00077 SPIRE ENERGY	4/20 COMM CN	00202014	19000257	MNTHLY GAS-COMM CENTERS	04/30/20	276899	103.57-
SPIRE ENERGY							
Sum							103.57-
Sum							27,357.71-

- 04/29/20

Check
Amount

9,668.93-

9,668.93-

475.00-

12,000.00-

12,475.00-

13,800.00-

13,800.00-

35,943.93-

PERIOD ENDING APRIL 30, 2020

Date

- 04/29/20

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Number

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Number

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Check
Date

Check
No.

Check
Amount

SPEC SALES TAX-P&R/UNIV IMPROV

00086 NEEL-SCHAFFER INC

1064528

00198827

19000080

SRVS SULLIVAN PK SPLASH PAD

04/30/20

276863

3,388.45-

00086 NEEL-SCHAFFER INC

1064527

00198825

19000081

SRVS CHAIN PK AMPHITHEATER

04/30/20

276863

1,497.18-

00086 NEEL-SCHAFFER INC

1064541

00198836

19000082

SRVS TATUM TENNIS CRT LIGHTS

04/30/20

276863

5,243.84-

NEEL-SCHAFFER INC

Sum

10,129.47-

Sum

10,129.47-

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Number

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Amount

PUBLIC SAFETY/REC CONSTRUCTION

00088 NEEL-SCHAFFER INC

1064535

00198831

19000046

SRVS HALL AVE OVERPASS

04/30/20

276863

20,448.79-

NEEL-SCHAFFER INC

Sum

20,448.79-

Sum

20,448.79-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 04/29/20

PERIOD ENDING APRIL 30, 2020

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
2019 FIRE STATION CONSTRUCTION							
00095 HANCO CORP	EST#2 FIRE S	00198808	19000010	SRVS FIRE STATION #9	04/30/20	276826	105,993.01-

HANCO CORP							105,993.01-
Sum							1,271.91-
00095 LANDRY LEWIS GERMANY ARC CN 18-3707.6	00198810	19000011	SRVS FIRE STATION #9	04/30/20	276843		1,271.91-

LANDRY LEWIS GERMANY ARC							1,271.91-
Sum							3,112.50-
00095 W GEOTECHNICAL AND TESTI 4194		00198811	19000012	SRVS FIRE STATION #9	04/30/20	276915	3,112.50-

W GEOTECHNICAL AND TESTI							3,112.50-
Sum							110,377.42-

Grand Total Level							5,054,821.28-
Sum							



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

TO: City Council members

FROM: Kermas Eaton, Director of Administration/City Clerk

DATE: May 5, 2020

RE: **Additional claims**

Please accept this memorandum as a request for approval of additional claims as described on the attached form.

Thank you.

**ADDENDUM CLAIMS DOCKET
PERIOD ENDING APRIL 30, 2020**

FUND	VENDOR	INVOICE NUMBER	PURCHASE ORDER	CLAIMS NUMBER	ITEM DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
01	COURTESY REALTY and TNM REALTY	4/30/20	198944	19004663	2019 PRORATED TAXES	4/30/20	10034	8,352.45

TOTAL 8,352.45