

City of Hattiesburg, MS

*200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401*



Meeting Agenda - Final

Tuesday, April 2, 2019

5:00 PM

Council Chambers

City Council

I. Call to Order

II. Call to Prayer and Pledge of Allegiance

III. Agenda Order

IV. PRESENTATION AGENDA

V. POLICY AGENDA

- V.-1 [2019-270](#) Approval of minutes - for the March 18, 19 & 26, 2019 meetings of the City Council.

Attachments: [3-18-19 AR Mins.](#)
 [3-19-19 Mins.](#)
 [3-26-19 SC Mins.](#)

- V.-2** [2019-255](#) Adopt Resolution determining the following properties are in such a state of uncleanness as to be a menace to the health and safety of the community.

Attachments:

[Public Hearing resolution 4.1.19](#)
[2. 1305 Rebecca Ave _resolution](#)
[3. 813 New Orleans St _resolution](#)
[4. 511 Katie Ave _resloution](#)
[5. 742 Monroe St _resolution](#)
[6. 1313 Vernon St. _resolution](#)
[7. 100 Tuscan Ave _resolution](#)
[8. 104 Tuscan Ave _resolution](#)
[9. 1216 Allen St _resolution](#)
[10. 600 Bouie St\(17318\) _resolution](#)
[11. 600 Bouie St \(17319\) _resolution](#)
[12. 42Collins Rd _resolution](#)
[13. 102 Roy St \(13025\) _resolution](#)
[14. 102 Roy ST \(13026\) _resolution](#)
[Executed Resolution 2019-104 unsafe - 1305 Rebecca Ave](#)
[Executed Resolution 2019-105 unsafe - 813 New Orleans St](#)
[Executed Resolution 2019-106 unsafe - 511 Katie Avenue](#)
[Executed Resolution 2019-107 unsafe - 742 Monroe St](#)
[Executed Resolution 2019-108 unsafe - 1313 Vernon Street](#)
[Executed Resolution 2019-109 unsafe - 100 Tuscan Ave](#)
[Executed Resolution 2019-110 unsafe - 104 Tuscan Ave](#)
[Executed Resolution 2019-111 unsafe - 1216 Allen St](#)
[Executed Resolution 2019-112 unsafe - 600 Bouie St \(17318\)](#)
[Executed Resolution 2019-113 unsafe - 600 Bouie St \(17319\)](#)
[Executed Resolutino 2019-114 unsafe - 42 Collins Rd](#)
[Executed Resolution 2019-115 unsafe - 102 Roy St](#)
[Executed Resolution 2019-116 unsafe - 102 Roy St \(13026\)](#)
[Recorded & Executed Resolutions #2019-104-116](#)

- V.-3** [2019-244](#) Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs, not to exceed the value of the property per State law, against the following properties.

Attachments:

[Request to adjudicate 4.2.19](#)

[1. 607 Graymont Ave](#)

[2. 202 S 14th Ave](#)

[3. 1600 E. Hardy St \(20242\)](#)

[4. 1600 E. Hardy St \(33661\)](#)

[5. 708 River St](#)

[6. 804 E 6th St](#)

[7. 116 Oak St](#)

[8. 717 Walnut ST](#)

[9. 3407 Tiltree Rd](#)

[10. 403 Miller St](#)

[Executed Resolution 2019-117 adjudicating 707 Graymont Avenue](#)

[Executed Resolution 2019-118 adjudicating 202 S 14th Avenue](#)

[Executed Resolution 2019-119 adjudicating 1600 E Hardy \(20242\)](#)

[Executed Resolution 2019-120 adjudicating 1600 E Hardy \(33661\)](#)

[Executed Resolution 2019-121 adjudicating 708 River St](#)

[Executed Resolution 2019-122 adjudicating 804 E 6th St](#)

[Executed Resolution 2019-123 adjudicating 116 Oak St](#)

[Executed Resolution 2019-124 adjudicating 717 Walnut St](#)

[Executed Resolution 2019-125 adjudicating 3407 Tiltree Rd](#)

[Executed Resolution 2019-126 adjudicating 403 Miller St](#)

[Recorded & Executed Resolutions #2019-117-126](#)

- V.-4** [2019-265](#) Adopt the April 2, 2019 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2019 and adopt Resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

Attachments:

[April 2019 Budget Amendments](#)

[Executed Resolution 2019-127 approving budget amendments for fye 2019](#)

[Proof of publication Resolution 2019-127](#)

- V.-5** [2019-268](#) Adopt a Resolution approving the form of and authorizing the execution of an Interlocal Agreement between Forrest County and the City of Hattiesburg in connection with the City's Tax Increment Limited Obligation Bonds (Elam Arms Development Project) to facilitate the implementation and development of the Elam Arms Development Project; and for related purposes.

Attachments: [Resolution TIF Bonds \(Elam Arms\) \(2019\) \(169345\) - City Resolution Approving Elam Arms Development TIF Interlocal Agreement Forrest County April 2019 Executed Resolution #2019-128 aproving Interlocal Agreement wForrest County](#)

- V.-6** [2019-261](#) Adopt a Resolution authorizing Requisition No. 39 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. 39](#)
[Executed Resolution 2019-129 authorizing Requisition No 39](#)

- V.-7** [2019-259](#) Adopt a Resolution requesting the Mississippi Department of Transportation (MDOT) to initiate the Drainage Study of Gordon's Creek in Relation to the Re-construction of Lincoln Road; authorize Mayor to execute letter to MDOT requesting initiation.

Attachments: [MDOT.Hattiesburg Activation Letter](#)
[Resolution to Initiate Lincoln Road Drainage Project](#)
[COH - Final Financial Statements FY2017](#)
[Sharon Waits 2017](#)
[11286 vicinity map](#)
[Lincoln Road Project #122](#)
[Executed Resolution 2019-130 Gordon Creek drainage-Lincoln Rd](#)

- V.-8** [2019-262](#) Adopt an ordinance amending Ordinance No. 3236 as it relates to Small Cell Technology in the City's rights-of-way.

Attachments: [2019 Amendment - Final](#)
[Executed Ordinance 3251 - small cell technology](#)

- V.-9** [2019-245](#) Approve agreement with Shows, Dearman and Waits, Inc. for Engineering Services related to the East Jerusalem Area Water Line Replacement project; Authorize the Mayor to execute in duplicate.

Attachments: [11284 SFA Owner Engineer Transmittal](#)
[11284 Standard Form of Agreement Between Owner and Engineer](#)
[Executed Agreement with Shows, Dearman and Waits for engineering services](#)

- V.-10** [2019-249](#) Authorize Mayor to execute lighting request with Mississippi Power Company to provide lighting repairs at Bonhomie Street from Wisteria Drive south to St. Claire for a net increase to the monthly bill of \$34.36.

Attachments: [Lighting Repairs for Bonhomie Street, Hattiesburg](#)
[Executed Lighting Request with MS Power Bonhomie St from Wisteria Drive to :](#)

- V.-11** [2019-250](#) Authorize Mayor to execute lighting request with Mississippi Power Company to provide lighting repairs at Atlanta and Fairley Streets for a net increase to the monthly bill of \$100.21.

Attachments: [MS Power-Atlanta and Fairley Streets](#)
[Executed Lighting Request with MS Power Atlanta and Fairley Streets](#)

- V.-12** [2019-252](#) Authorize Mayor to execute lighting request with Mississippi Power Company to provide lighting repairs at Ida Avenue, end of Baxter-900 Baxter for a net increase to the monthly bill of \$12.47.

Attachments: [MS Power-Ida End of Baxter-900 Baxter](#)
[Executed Lighting Request with MS Power Ida Ave end of Baxter](#)

- V.-13** [2019-266](#) Authorize Mayor to execute Pool Management Agreement between the City of Hattiesburg and Michelle Williams for the management operation of the City of Hattiesburg Summer Aquatic Program.

Attachments: [2019 Pool Management Agreement](#)
[Executed pool mgmt agreement - Michelle Williams](#)

- V.-14** [2019-257](#) Declare and approve a sole source purchase covering rental of election equipment and related services for the upcoming municipal special election, as provided for in MS Code Section 31-7-13(m) (viii), based on information in the attached memorandum; authorize City Clerk to execute rental agreement with Election Systems and Software, Inc., in an amount not to exceed \$17,490.00.

Attachments: [ES&S 4-23-19 agreement](#)
[Memo-1% special election-SS](#)

VI. ROUTINE AGENDA

- VI.-1** [2019-247](#) Acknowledge receipt of the two quote bid purchase docket report for the period of February 25, 2019 through March 21, 2019 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972.

Attachments: [UAB Report](#)
 [2798 FINAL](#)
 [2799 FINAL](#)
 [2800 FINAL](#)
 [2801FINAL](#)
 [2802 FINAL](#)
 [2803 FINAL](#)
 [2805 FINAL](#)
 [Memo for Council](#)

- VI.-2** [2019-240](#) Acknowledge the donation of four (4) sets of Tactical Rifle rated Body Armor from The Hattiesburg Fraternal Order of Police, to be used by Entry Team Officers of the Hattiesburg Police Department with a value of \$6,096.39.

Attachments: [Hattiesburg Fraternal Order of Police Donation](#)

VI.-3 Removed.

- VI.-4** [2019-263](#) Acknowledge bids received March 14, 2019 for the 38th Avenue Sidewalk Project and accept the bid from L and A Contracting Company in the amount of \$561,965.60 as the lowest and best bid; Authorize the Mayor to execute contracts and related documents upon preparation.

Attachments: [38th Ave Sidewalk Ltr](#)
 [38th Ave Sidewalk Cert Bid Tab](#)
 [38th Ave Pathway Final Specs](#)
 [38th Ave Pathway Final Plans](#)

- VI.-5** [2019-258](#) Acknowledge receipt of proposals received March 21, 2019 for two (2) Year Depositories and accept all proposals received.

Attachments: [BANCORPSOUTH BANK BID](#)
[TRUSTMARK BANK BID](#)
[COMMUNITY BANK BID](#)
[GREAT SOUTHERN BANK BID](#)
[CITIZENS BANK BID](#)
[FIRST BANK BID](#)
[HANCOCK WHITNEY BANK BID](#)
[REGIONS BANK BID](#)

- VI.-6** [2019-256](#) Acknowledge the submission of the 2018 Consolidated Annual Performance and Evaluation Report (CAPER) to the Department of Housing and Urban Development (HUD). {Entitlements}

Attachments: [2018 Final CAPER](#)

- VI.-7** [2019-248](#) Approve and authorize issuance of manual check for HOME Program Claim per the attached memorandum. {Entitlement HOME}

Attachments: [Payment Request #1 for 908 Dabbs Street](#)
[MEMORANDUM for HOME Check Request April 2, 2019 for 908 Dabbs Street](#)

- VI.-8** [2019-243](#) Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

Attachments: [Memo's \(04-02-19\)](#)
[Receipts \(04-02-19\)](#)
[Deeds \(04-02-19\)](#)
[Executed grave space deeds \(6\)](#)

- VI.-9** [2019-260](#) Approve claims docket for the period ending March 31,2019.

Attachments: [DOCKET 19.03-31](#)

- VI.-10** [2019-271](#) Acknowledge receipt of bids received on March 28, 2019 for Term Bid Item # 2(Repair and Rehabilitation of Streets for the City of Hattiesburg) and accept the bids of Warren Paving as the Primary bidder and accepting Dunn Roadbuilders as Alternate bidder.

Attachments: [Warren Paving](#)
[Dunn](#)
[Bid Tab #2 Repair and Rehab of City Streets](#)

VII. Recess



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2019-270

File ID: 2019-270

Type: Regular Agenda Item

Status: Passed

Version: 2

Reference:

In Control: City Council

Requester:

File Created: 03/28/2019

Brief Title: Approval of minutes

Final Action: 04/02/2019

Minute Book Number: MB -2019-85

Title:

Approval of minutes - for the March 18, 19 & 26, 2019 meetings of the City Council.

Notes:

Agenda Date: 04/02/2019

Indexes:

Agenda Number: V.-1

Sponsors:

Enactment Date:

Attachments: 3-18-19 AR Mins., 3-19-19 Mins., 3-26-19 SC Mins.

Enactment Number:

Contact:

Meeting Date: 04/02/2019

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	04/02/2019	Approve				Pass
Action Text: A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve the minutes for the March 18, 19 & 26, 2019 meetings of the City Council.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2019-270

Title

Approval of minutes - for the March 18, 19 & 26, 2019 meetings of the City Council.

Summary

March 18, 19 & 26, 2019 City Council Meeting Minutes

Budget Information

Expenditure Type

Purchasing Item

Publication Information

I. Call to Order

BE IT REMEMBERED that the **Agenda Review meeting of the Hattiesburg City Council was held at 4:00 p.m. Monday, March 18, 2019**, in Council Chambers at City Hall.

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

Council President Carroll Called the meeting to order.

II. Agenda Review

Council President Carroll proceeded with the Agenda Review.

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

III. Citizen Forum

Council Vice President Dryden proceeded with the Citizens' Forum.

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

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

Council Vice President Dryden closed the Citizen Forum.

2019-269 Citizens' Forum Sign-In Sheet, 3-18-19.

Attachments: 3-18-19 Citizens' Forum Sign-In Sheet

IV. Recess

By unanimous consent, Council President Carroll declared **the meeting recessed at 4:23 p.m., this the 18th day of March, 2019.**

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

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INTENTIONALLY

I. Call to Order

BE IT REMEMBERED that the **regular meeting of the Hattiesburg City Council was held at 5:00 p.m. Tuesday, March 19, 2019**, in Council Chambers at City Hall.

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

Council President Carroll Called the meeting to order.

II. Call to Prayer and Pledge of Allegiance

The prayer was given by Pastor Bruce Betts of Logos Missionary Baptist Church.

The Pledge of Allegiance was led by Chief Parker.

III. Agenda Order

THE MATTER OF THE AGENDA ORDER came before the Council.

There were no additions or deletions to the agenda.

IV. Presentation Agenda

THE PRESENTATION AGENDA came before the Council.

Mayor Barker had made three following presentations:

First presentation, the Mayor recognized Michael Petitto of Dis and Dem' Burger for Food Network #1 Hot Dog in Mississippi and Food Network #6 Burger Coast to Coast (Hawaii Five O Burger).

Second presentation, the Mayor recognized the City's first class of program graduates for achieving their CDL - Class A certification with Pearl River Community College Workforce.

The Mayor also presented each following graduate their certificate:

- Altonio Abner
- April Bowens
- Eric Robinson
- Jerome Parker
- Rico Jefferson

Final presentation, the Mayor recognized City Clerk, Kermas Eaton, for achieving his Certified Municipal Clerk designation through the International Institute of Municipal Clerks.

There were no other presentations at this time.

V. POLICY AGENDA

THE POLICY AGENDA came before the Council.

V.-1 2019-237 Approval of minutes - for the March 4, 5 and 12, 2019 meetings of the City Council.

Attachments: [3-4-19 PH, AR, WS Mins](#)
[3-5-19 Mins](#)
[3-12-19 SC Mins](#)

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve the minutes for the March 4, 5 and 12, 2019 meetings of the City Council.

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

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

Nays: 0

V.-2 2019-201 Approve or Deny a petition filed by Edmund & Lillian McGee, Owners to request a variance from Section 6 Table 6.1 “Setbacks” for R-1A, Minimum Side Setback is ten (10) feet and instead allow a setback of seven (7) feet eight (8) inches for a variance two (2) feet four (4) inches and Minimum Rear Setback is twenty-five (25) feet and instead allow a setback of twenty-one (21) feet for a variance of four (4) feet for a property located at 622 Milton Barnes Avenue (Parcel 2-038B-15-162.00, PPIN 18482, Ward 2). The Board of Adjustment recommended to Approve on March 6, 2019.

Attachments: [622 Milton Barnes variance staff report](#)
[MARCH BOA Minutes](#)

A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to Approve a petition filed by Edmund & Lillian McGee, Owners to request a variance from Section 6 Table 6.1 “Setbacks” for R-1A, Minimum Side Setback is ten (10) feet and instead allow a setback of seven (7) feet eight (8) inches for a variance two (2) feet four (4) inches and Minimum Rear Setback is twenty-five (25) feet and instead allow a setback of twenty-one (21) feet for a variance of four (4) feet for a property located at 622 Milton Barnes Avenue (Parcel 2-038B-15-162.00, PPIN 18482, Ward 2). The Board of Adjustment recommended to Approve on March 6, 2019.

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

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

Nays: 0

V.-3 2019-202 Approve or Deny a petition filed by Hattiesburg Convention Commission to request a Conditional Use as a “Gallery, Museum, Library” as defined by the LDC for a certain property located along E. 6th Street (Parcel 2-029G-03-360.00, PPIN 15504; Parcel 2-029G-03-361.00, PPIN 15505; Parcel 2-029G-03-363.00, PPIN 15507; Parcel 2-029G-03-364.00, PPIN 15508; Parcel 2-029G-03-345.00, PPIN 15509; Parcel 2-029G-03-346.00, PPIN 15510; Ward 2). The Planning Commission recommended to Approve on March 6, 2019.

Attachments: [MARCH HPC Minutes](#)
[Ocesola Mccarty Conditional use staff report](#)
[OSEOLA McCARTY MUSEUM PATHWAY TOPO 2-21-19 Draft](#)

A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to Approve a petition filed by Hattiesburg Convention Commission to request a Conditional Use as a “Gallery, Museum, Library” as defined by the LDC for a certain property located along E. 6th Street (Parcel 2-029G-03-360.00, PPIN 15504; Parcel 2-029G-03-361.00, PPIN 15505; Parcel 2-029G-03-363.00, PPIN 15507;

Parcel 2-029G-03-364.00, PPIN 15508; Parcel 2-029G-03-345.00, PPIN 15509; Parcel 2-029G-03-346.00, PPIN 15510; Ward 2).The Planning Commission recommended to Approve on March 6, 2019.

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

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

Nays: 0

V.-4 2019-203 Adopt an Ordinance for the petition filed by Hattiesburg Convention Commission to close and vacate a portion of the alley, which is located north of East 6th Street between Memphis Street and Poplar Row (Parcel 2-029G-03-361.00, PPIN 15505; Parcel 2-029G-03-363.00, PPIN 15507; Parcel 2-029G-03-345.00, PPIN 15509; Parcel 2-029G-03-346.00, PPIN 15510; Ward 2). The Planning Commission recommended to Approve on March 6, 2019.

Attachments: MARCH HPC Minutes
 Ordinance - Vacate Alley E 6th Street
 E 6th St alley closure staff report
 OSEOLA McCARTY MUSEUM PATHWAY TOPO 2-21-19 Draft

A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Adopt an Ordinance (#3250) for the petition filed by Hattiesburg Convention Commission to close and vacate a portion of the alley, which is located north of East 6th Street between Memphis Street and Poplar Row (Parcel 2-029G-03-361.00, PPIN 15505; Parcel 2-029G-03-363.00, PPIN 15507 ; Parcel 2-029G-03-345.00, PPIN 15509 ; Parcel 2-029G-03-346.00, PPIN 15510; Ward 2). The Planning Commission recommended to Approve on March 6, 2019.

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

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

Nays: 0

V.-5 2019-217 Adopt the March 19, 2019 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2019 and adopt Resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

Attachments: March 2019 Budget Amendments

A MOTION was made by Council Member George and seconded by CouncilMember Delgado to Adopt the March 19, 2019 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2019 and adopt Resolution (#2019-75) authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

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

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

Nays: 0

V.-6 2019-168 Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs, not to exceed the value of the property per State law, against the following properties.

Attachments: Memo- Adj Request
 1. 311 Park Ave
 2. 2011 Brooklane Dr
 3. 1016 Franklin St
 4. 905 Duke Ave
 5. 911 Duke Ave
 6. 441 W 4th St
 7. 1016 Dewey St

- 8. 115 S 10th Ave
- 9. 1108 W 4th St
- 10. 700 Walnut St
- 11. 306 J.D. Randolph ST
- 12. 308 Mable ST

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Adopt Resolutions (#2019-76-87) adjudicating and directing the placement as an assessment for the cleanup costs, not to exceed the value of the property per 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, Carroll, Dryden and Brown

Nays: 0

V.-7 2019-215 Adopt a Resolution authorizing Requisition No. 38 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. 38

A MOTION was made by Council Member George and seconded by Council Member Brown to Adopt a Resolution (#2019-88) authorizing Requisition No. 38 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

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

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

Nays: 0

V.-8 2019-212 Adopt Resolution authorizing application for Fiscal Year 2019 Recreational Trails Program Grant for the construction of a pathway at Duncan Lake and to name the Mayor as the City's representative for the purposes of the application.

Attachments: 15013 OPC(FINAL)
 Final Site Plan
 2019-rtp-application
 Resolution-DuncanLakePathway

A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Adopt Resolution (#2019-89) authorizing application for Fiscal Year 2019 Recreational Trails Program Grant for the construction of a pathway at Duncan Lake and to name the Mayor as the City's representative for the purposes of the application.

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

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

Nays: 0

V.-9 2019-209 Adopt a Resolution requesting the Mississippi Department of Transportation (MDOT) to initiate the 38th Avenue Roadway Improvements Project; Authorize Mayor to execute letter to MDOT requesting initiation.

Attachments: 38th Ave Project Initiation Res
 Seyfarth InitiationLtr
 Function Class Map
 LETTER TO D. SEYFARTH -38th Avenue Roadway Improvements
 Vicinity Map

LPA

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt a Resolution (#2019-90) requesting the Mississippi Department of Transportation (MDOT) to initiate the 38th Avenue Roadway Improvements Project; Authorize Mayor to execute letter to MDOT requesting initiation.

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

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

Nays: 0

V.-10 2019-235 Authorize Mayor to execute an agreement between the City of Hattiesburg and Complete Environmental & Remediation Co., LLC to provide complete labor and equipment and disposal services for the 2019 Household Hazardous Waste Event, April 20, 2019 at the Bobby L. Chain Airport.

Attachments: Complete Enviro Contract 2019
2019 Pricing Sheet

A MOTION was made by Council Member Brown and seconded by Council Member George to Authorize Mayor to execute an agreement between the City of Hattiesburg and Complete Environmental & Remediation Co., LLC to provide complete labor and equipment and disposal services for the 2019 Household Hazardous Waste Event, April 20, 2019 at the Bobby L. Chain Airport.

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

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

Nays: 0

V.-11 2019-218 Authorize Mayor to execute a Facilities Sharing Agreement between the City of Hattiesburg and The University of Southern Mississippi, allowing each party to utilize both City of Hattiesburg and The University of Southern Mississippi recreational facilities to enhance the lives of the citizens of the Hattiesburg community.

Attachments: Facilities sharing agreement

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Authorize Mayor to execute a Facilities Sharing Agreement between the City of Hattiesburg and The University of Southern Mississippi, allowing each party to utilize both City of Hattiesburg and The University of Southern Mississippi recreational facilities to enhance the lives of the citizens of the Hattiesburg community.

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

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

Nays: 0

V.-12 2019-205 Authorize the Hattiesburg Police Department to enter into an agreement with the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) for the purpose of reimbursement of overtime salary costs and other costs, with prior ATF approval, including but no limited to travel, fuel, training, and equipment, incurred by the Hattiesburg Police Department in providing resources to assist ATF.

Attachments: Agreement - Bureau of Alcohol, Tobacco, Firearms and Explosives

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Authorize the Hattiesburg Police Department to enter into an agreement with the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) for the purpose of reimbursement of overtime salary costs and other costs, with

prior ATF approval, including but not limited to travel, fuel, training, and equipment, incurred by the Hattiesburg Police Department in providing resources to assist ATF.

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

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

Nays: 0

V.-13 2019-186 Authorize Mayor to execute lighting request with Mississippi Power Company to provide additional lighting at East 7th Street from Main Street to railroad tracks for a net increase to the monthly bill of \$46.83.

Attachments: MS Power Lighting Request-East 7th St-Main St to RR Tracks

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Authorize Mayor to execute lighting request with Mississippi Power Company to provide additional lighting at East 7th Street from Main Street to railroad tracks for a net increase to the monthly bill of \$46.83.

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

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

Nays: 0

V.-14 2019-187 Authorize Mayor to execute lighting request with Mississippi Power Company to provide lighting repairs at 825 N Main St-Hattiesburg American Building for a net decrease to the monthly bill of \$121.78.

Attachments: MS Power Lighting Repairs Request-825 N Main St-Hattiesburg American Building

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Authorize Mayor to execute lighting request with Mississippi Power Company to provide lighting repairs at 825 N Main St-Hattiesburg American Building for a net decrease to the monthly bill of \$121.78.

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

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

Nays: 0

V.-15 2019-199 Authorize purchase of .97 acres of property located at 500 William Carey Parkway described as, part of the SW 1/4 of the NE 1/4 of the NE 1/4, Section 21, T4N, R13W, in the City of Hattiesburg, County of Forrest, Mississippi, as per attached deed in the amount of \$13,600.00, in accordance with Mississippi Code 21-17-1 et seq. Authorize issuance of manual check for the same.

Attachments: Ephesus Seventh Day Adventist Church Property-500 William Carey Parkway-Warranty Deed for 0.97 Acres
Ephesus Seventh Day Adventist Church Property-500 William Carey Parkway-Appraisal

A MOTION was made by Council Member Brown and seconded by Council Member George to Authorize purchase of .97 acres of property located at 500 William Carey Parkway described as, part of the SW 1/4 of the NE 1/4 of the NE 1/4, Section 21, T4N, R13W, in the City of Hattiesburg, County of Forrest, Mississippi, as per attached deed in the amount of \$13,600.00, in accordance with Mississippi Code 21-17-1 et seq. Authorize issuance of manual check for the same.

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

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

Nays: 0

- V.-16 2019-207** Approve contract with Neel-Schaffer for Engineering Services related to the Hardy St. Improvements project for a fixed fee of \$78,712.27; Authorize Mayor to execute in triplicate.

Attachments: NS-Contract

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve contract with Neel-Schaffer for Engineering Services related to the Hardy St. Improvements project for a fixed fee of \$78,712.27; Authorize Mayor to execute in triplicate.

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

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

Nays: 0

- V.-17 2019-200** Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Erica Lee of 216 North 19th Avenue in an amount not to exceed \$50,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

Attachments: COHCDD Contractor & E. Lee 03.08.19
Grant Agreement - E. Lee (\$25K+) 03.08.19

A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Erica Lee of 216 North 19th Avenue in an amount not to exceed \$50,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

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

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

Nays: 0

- V.-18 2019-239** Approve and Authorize a Memorandum of Understanding between the City of Hattiesburg and the Mississippi State Fire Academy, to conduct an NFPA 1001 Field Program training for the Hattiesburg Fire Department.

Attachments: March 2019 NFPA 1001

A MOTION was made by Council Member George and seconded by Council Member Brown to Approve and Authorize a Memorandum of Understanding between the City of Hattiesburg and the Mississippi State Fire Academy, to conduct an NFPA 1001 Field Program training for the Hattiesburg Fire Department.

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

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

Nays: 0

- V.-19 2019-214** Approve letter of engagement with Richard and Thomas, PLLC, for title confirmation at 603 East Pine Street and property located at Tuscan & Edwards Street Parcel # 26861.

Attachments: 603 East Pine & Kleen Cote Title Confirmation Letter of Engagement

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve letter of engagement with Richard and Thomas, PLLC, for title confirmation at 603 East Pine Street and property located at Tuscan & Edwards Street Parcel # 26861.

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

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

Nays: 0

V.-20 2019-234 Approve or deny changes to wages and salaries proposed in accordance with Ordinance 3154.

Attachments: Copy of Pay Scale Alignment Fire Department March 19 2019 Council
Hattiesburg FD part-time firefighter job description

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

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

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

Nays: 0

V.-21 2019-208 Acknowledge receipt of Grant Award and Agreement from the Natural Resources Conservation Service (NRCS) for an Emergency Watershed Protection project with sites near Timothy Lane and Salvage World with an estimated construction cost of \$351,750.00 of which \$263,812.50 is federally funded and \$87,937.50 is city funded; Authorize Mayor to execute said agreement.

Attachments: Grant Award

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Acknowledge receipt of Grant Award and Agreement from the Natural Resources Conservation Service (NRCS) for an Emergency Watershed Protection project with sites near Timothy Lane and Salvage World with an estimated construction cost of \$351,750.00 of which \$263,812.50 is federally funded and \$87,937.50 is city funded; Authorize Mayor to execute said agreement.

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

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

Nays: 0

VI. ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

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

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

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

Nays: 0

VI.-1 2019-206 Adopt a Resolution (#2019-91) requesting the Mississippi Department of Transportation (MDOT) to initiate the Hardy Street Improvements Project; Authorize Mayor to execute letter to MDOT requesting initiation.

		Attachments: Hardy St Imps Project Initiation Res Seyfarth InitiationLtr Award Letter Vicinity Map Hardy Street Improvement Area LPA Certificate-Waits
VI.-2	2019-197	Acknowledge receipt of the monthly budget report for the month ending February 28, 2019. Attachments: EXP19.0219 REV19.0219
VI.-3	2019-211	Acknowledge receipt of Privilege Tax License Report for the month of February 2019. Attachments: PTL Monthly Report for Feb 2019 Memo-Privilege License Report for February 2019
VI.-4	2019-216	Acknowledge Proof of Publications for the months of January and February 2019. Attachments: CLARION LEDGER PROOF OF PUBLICATIONS FEB 2019 PROOF OF PUBLICATIONS HUB CITY SPOKES FEB 2019
VI.-5	2019-204	Acknowledge receipt of the Benjamin J. Deen Grant, managed by the Pinebelt Foundation in the amount of \$ 853.69 to the Hattiesburg Police Department to be used for safety equipment, safety training and counseling. Attachments: Deen-Grant-Donation
VI.-6	2019-223	Acknowledge receipt of letter from the Department of Revenue granting ad valorem tax exemption to Sofidel America Corp. for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2027, with a true total value of \$3,971,127.00; adopt final order allowing the same (RES#2019-92). Attachments: Sofidel Reso final order-3-19-19 Sofidel final order-3-19-19
VI.-7	2019-224	Acknowledge receipt of letter from the Department of Revenue granting ad valorem tax exemption to Georgia Pacific Consumer Operations, LLC for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2027, with a true total value of \$27,042,828.00; adopt final order allowing the same (RES#2019-93). Attachments: GP-Final Order 3-19-19 Final order GP Reso-3-19-19
VI.-8	2019-225	Acknowledge receipt of letter from the Department of Revenue granting ad valorem tax exemption to Zeon Chemicals, L.P. for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2027, with a true total value of \$605,570.00; adopt final order allowing the same (RES#2019-94). Attachments: Final Order reso Zeon 3-19-19 Zeon Final Order 3-19-19
VI.-9	2019-226	Acknowledge receipt of letter from the Department of Revenue granting ad valorem tax exemption to BP Rex Closures, LLC for a period not to exceed four (4) years, commencing January 1, 2018, and ending December 31, 2022, with a true total value of \$1,011,521.00; adopt final order allowing the same (RES#2019-95). Attachments: Final order-reso-BP Rex 3-19-19 Final order BP Rex 3-19-19
VI.-10	2019-227	Acknowledge receipt of letter from the Department of Revenue granting ad valorem tax exemption to Kohler Company for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2027, with a true total value of \$1,011,521.00; adopt final order allowing the same (RES#2019-96). Attachments: Final Order Reso-Kohler 3-19-19 Kohler Final Order-3-19-2019

- VI.-11 2019-228** Acknowledge receipt of letter from the Department of Revenue granting ad valorem tax exemption to Wis-Pak of Hattiesburg, LLC for a period not to exceed five (5) years, commencing January 1, 2018, and ending December 31, 2022, with a true total value of \$1,125,749.00; adopt final order allowing the same (RES#2019-97).
- Attachments: [Final Order Reso-Wis-Pak](#)
[Final Order Wis-Pak-3-19-19](#)
- VI.-12 2019-229** Acknowledge receipt of letter from the Department of Revenue granting ad valorem tax exemption to Green Bay Converting, Inc for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2027, with a true total value of \$1,071,069.00; adopt final order allowing the same (RES#2019-98).
- Attachments: [Final order reso-Green bay 3-19-19](#)
[Final Order Green Bay 3-19-19](#)
- VI.-13 2019-230** Acknowledge receipt of letter from the Department of Revenue granting ad valorem tax exemption to Mar-Jac Poultry MS, LLC for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2027, with a true total value of \$13,412,150.00; adopt final order allowing the same (RES#2019-99).
- Attachments: [Final Order Reso MAr-Jac 3-19-19](#)
[Mar-Jac Final Order 3-19-19](#)
- VI.-14 2019-231** Acknowledge receipt of letter from the Department of Revenue granting ad valorem tax exemption to CCM Capital Assets, LLC for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2027, with a true total value of \$2,420,000.00; adopt final order allowing the same (RES#2019-100).
- Attachments: [Final Order Reso 3-19-19 CCM Capital](#)
[Final Order CCM Capital 3-19-19](#)
- VI.-15 2019-232** Acknowledge receipt of letter from the Department of Revenue granting ad valorem tax exemption to Western Container Corporation for a period not to exceed five (5) years, commencing January 1, 2018, and ending December 31, 2022, with a true total value of \$4,343,447.00; adopt final order allowing the same (RES#2019-101).
- Attachments: [Final Order Reso- Western Container](#)
[Western Container Corp Final Order 3-19-19](#)
- VI.-16 2019-233** Acknowledge receipt of letter from the Department of Revenue granting ad valorem tax exemption to JPM of Mississippi, Inc. for a period not to exceed ten (10) years, commencing January 1, 2018, and ending December 31, 2022, with a true total value of \$77,000.00; adopt final order allowing the same (RES#2019-102).
- Attachments: [JPM Resolution final Order- 3-19-19](#)
[Final Order JPM 3-19-19](#)
- VI.-17 2019-196** Acknowledge sealed bid received on March 7, 2019 for Concrete and Brick Transportation Structures Term Bid; Accept the bid from RJM McQueen Contracting as the only bid received.
- Attachments: [RJM](#)
- VI.-18 2019-190** Acknowledge bid received on February 28, 2019 by reverse auction for Crushed Concrete Term Bid; Accept the bid from Warren Paving.
- Attachments: [Warren Paving Specs - Item 33 - Crushed Concrete \(2-14-19\)](#)
[Warren Paving Bid](#)
- VI.-19 2019-191** Acknowledge no proposals were received for Uniforms for Hattiesburg Police Department Term Bid; Approve Specifications and Authorize Publication of Advertisement for Uniforms for Hattiesburg Police Department Term Bid.
- Attachments: [Notice to Bidders - Item 16 - HPD Uniforms](#)
[Specs - Item 16 - HPD Uniforms](#)
- VI.-20 2019-189** Acknowledge receipt of Warranty Deed from ARG SNHTTMS001, LLC (American Finance Operating Partnership, LP) for a portion of Forrest County Tax Parcel No. 2-028E-06-098.00

(PPIN 23999) for the 38th Avenue Sidewalk Project; authorize Mayor to execute; authorize issuance of manual check in payment.

Attachments: Ex Warranty Deed-ARG SNHTTMS001, LLC

VI.-21 2019-210 Acknowledge receipt of and accept Appraisal Review Report for a portion of Parcel PPIN 008991 located in Forrest County for property to be used for the construction of a fire station. Approve Establishment of Just Compensation and declare Appraised Value of \$87,750.00 to be Fair Market Value pursuant to Miss. Code 43-37-3 and other applicable statutes. Authorize City Attorney to file Eminent Domain on behalf of the City of Hattiesburg to acquire property located on U. S. Highway 49 North, Parcel No. 2-011-15-005.00, PPIN 008991, for public purpose

Attachments: 7450 Highway 49 - appraisal update
 7450 Highway 49

VI.-22 2019-194 Approve the City's purchase of three (3) grave spaces, located in the Southeast Quarter (SE 1/4), Lot 4, Section 30, and North Half (N 1/2) of the Northeast Quarter (NE 1/4), Lot 8, Section 30, at Highland Cemetery, in the amount of \$ 525.00, Minute Book# 2017, Page 168, from Jean Hendley, Authorize manual check for the same.

Attachments: Buy Back (Jean Hendley) 03-19-19

VI.-23 2019-195 Approve the sale of grave spaces, per attached Memo, Receipts, and Deeds.

Attachments: Memo's (03-19-19)
 Receipts (03-19-19)
 Deeds (03-19-19)

VI.-24 2019-198 Approve claims docket for the period ending March 15, 2019.

Attachments: DOCKET 19.03-15

VII. Memorial Adjournment

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

- Mr. Paul Burkett
- Mr. Bobby Farrell Howe
- Chief David C. Wynn
- Mr. Richard Edwin Ward
- Mr. Herlon Pierce

By unanimous consent, Council President Carroll declared **the meeting recessed at 5:20 p.m., this the 19th day of March, 2019.**

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

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INTENTIONALLY

I. Call to Order

BE IT REMEMBERED that the **Special Called meeting of the Hattiesburg City Council was held at 5:30 p.m. Tuesday, March 26, 2019**, in Council Chambers at City Hall.

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

Council President Carroll Called the meeting to order.

- 1. 2019-264** Adopt a Resolution setting the date for a Special Election to be held in the City of Hattiesburg on Tuesday, April 23, 2019, for the purpose of submitting to the qualified electors of the City, the approval or disapproval of a proposed tax levy of one percent (1%) of the gross proceeds from hotel/motel overnight room rental and restaurant sales for the purpose of funding parks and recreation and tourism projects in the City of Hattiesburg.

Attachments: Resolution-April 23rd Special Election as Revised (003)

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt a Resolution (#2019-103) setting the date for a Special Election to be held in the City of Hattiesburg on Tuesday, April 23, 2019, for the purpose of submitting to the qualified electors of the City, the approval or disapproval of a proposed tax levy of one percent (1%) of the gross proceeds from hotel/motel overnight room rental and restaurant sales for the purpose of funding parks and recreation and tourism projects in the City of Hattiesburg.

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

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

Nays: 0

II. Adjourned

By unanimous consent, Council President Carroll declared **the meeting adjourned at 5:36 p.m., this the 26th day of March, 2019.**

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INTENTIONALLY**



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2019-255

File ID: 2019-255

Type: Regular Agenda Item

Status: Passed

Version: 2

Reference:

In Control: City Council

Requester: Andrew Ellard

File Created: 03/25/2019

Brief Title: Adopt resolution determining the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

Final Action: 04/02/2019

Minute Book Number: MB 2019-86

Title:

Adopt Resolution determining the following properties are in such a state of uncleanliness as to be a menace to the health and safety of the community.

Notes:

Agenda Date: 04/02/2019

Indexes:

Agenda Number: V.-2

Sponsors:

Enactment Date:

Attachments: Public Hearing resolution 4.1.19, 2. 1305 Rebecca Ave_resolution, 3. 813 New Orleans St_resolution, 4. 511 Katie Ave_resloution, 5. 742 Monroe St_resolution, 6. 1313 Vernon St._resolution, 7. 100 Tuscan Ave_resolution, 8. 104 Tuscan Ave_resolution, 9. 1216 Allen St_resolution, 10. 600 Bouie St(17318)_resolution, 11. 600 Bouie St (17319)_resolution, 12. 42Collins Rd_resolution, 13. 102 Roy St (13025)_resolution, 14. 102 Roy ST (13026)_resolution, Executed Resolution 2019-104 unsafe - 1305 Rebecca Ave, Executed Resolution 2019-105 unsafe - 813 New Orleans St, Executed Resolution 2019-106 unsafe - 511 Katie Avenue, Executed Resolution 2019-107 unsafe - 742 Monroe St, Executed Resolution 2019-108 unsafe - 1313 Vernon Street, Executed Resolution 2019-109 unsafe - 100 Tuscan Ave, Executed Resolution 2019-110 unsafe - 104 Tuscan Ave, Executed Resolution 2019-111 unsafe - 1216 Allen St, Executed Resolution 2019-112 unsafe - 600 Bouie St (17318), Executed Resolution 2019-113 unsafe - 600 Bouie St (17319), Executed Resolutino 2019-114 unsafe - 42 Collins Rd, Executed Resolution 2019-115 unsafe - 102 Roy St, Executed Resolution 2019-116 unsafe - 102 Roy St (13026), Recorded & Executed Resolutions #2019-104-116

Enactment Number:

Contact:

Drafter: Ashley Fortenberry

Meeting Date: 04/02/2019

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	04/02/2019	Adopt				Pass
Action Text: A MOTION was made by Council Member Brown and seconded by Council Member George to Adopt Resolution (#2019-104-116) determining the following properties are in such a state of uncleaniness as to be a menace to the health and safety of the community.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2019-255

Title

Adopt Resolution determining the following properties are in such a state of uncleaniness as to be a menace to the health and safety of the community.

Summary

Adopt Resolution



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: Code Enforcement Division

DATE: March 22, 2019

RE: Adopt a Resolution

I recommend the adoption of resolutions determining the following properties are in such a state of uncleanness so as to be a menace to the health and safety of the community.

<u>Address</u>	<u>PPIN #</u>	<u>Ward</u>	<u>Violation</u>
2. 1305 Rebecca Ave	22475	2	DS, VS, OGL, T&L, hazardous tree
3. 813 New Orleans.	25719	2	AB, DB, OGL, T&L, AV
4. 511 Katie Ave.	23811	4	AS, DS, OGL, T&L, VS
5. 742 Monroe St	07052	5	AB, DB, OGL
6. 1313 Vernon St.	13700	5	AB, DB
7. 100 Tuscan Ave	21587	5	AB, DB, PT
8. 104 Tuscan Ave.	21586	5	AB, DB
9. 1216 Allen St.	25824	2	DB, T&L, OS, VS, fence
10. 600 Bouie St.	17318	2	DB, OS, T&L, VS, SLAB

<u>Address</u>	<u>PPIN #</u>	<u>Ward</u>	<u>Violation</u>
11. 600 Bouie St.	17319	2	OGL, T&L, OS, slab
12. 42 Collins Rd.	11039	5	DB, OGL, AB
13. 102 Roy St.	13025	5	AB, DB, OGL,
14. 102 Roy St.	13026	5	AB, DB, OGL

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
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #2 1305 Rebecca Ave

WHEREAS, on the 19th day of March 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of April, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

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

WHEREAS, the owner of the property is: Ed Marsh and Lois Marsh

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Hazardous Tree (Land Development Code, Sec. 79.13)
Overgrown Lot and Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)

2. If the property owners do not take corrective action within fifteen (15) days to remove the

violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____ seconded by Council member _____, and was adopted by the following 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 2nd day of April, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of April, 2019

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #3 813 New Orleans St

WHEREAS, on the 19th day of March 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of April, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029G-03-169, **813 New Orleans St. HATTIESBURG, MS 39401** and better described as lot Fourteen (14), Block Eleven (11) of the YELLOW PINE PARK SURVEY, of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Jack and Rachel Watts

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Abandoned Vehicle (Code of Ordinance, Sec. 16.31)
Dilapidated Building (International Property Maintenance Code, Sec. 304)
Overgrown Lot and Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)

2. If the property owners do not take corrective action within fifteen (15) days to remove the

violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____ seconded by Council member _____, and was adopted by the following 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 2nd day of April, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of April, 2019

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #4 511 Katie Ave

WHEREAS, on the 19th day of March 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of April, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038B-15-153, **511 Katie Ave. HATTIESBURG, MS 39401** and better described as Receipt #20611 Parcel #2-038B-15-153.00 PPIN #23811 1 W. OF RR R/W & N. 100 FT OF 2, BLK, 102 ROBERTSON PLACE SUB.

WHEREAS, the owner of the property is: Curtis Paige

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Accessory Structure (International Property Maintenance Code, Sec. 302.72)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Overgrown Lot and Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the

City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____ seconded by Council member _____, and was adopted by the following 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 2nd day of April, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of April, 2019

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #5 742 Monroe St.

WHEREAS, on the 19th day of March 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of April, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-042L-35-015, **742 Monroe St. HATTIESBURG, MS 39401** and better described as Pt. Beg NE Cor S 54 ft W 108.66 ft N 54 ft 108.66 ft to beg Blk 15 J E Arledge Subdivision B 672 P. 654 6/26/92 A part of the Northwest Quarter if the Northwest Quarter (NW of the NW) of Section Thirty-Five (35), Township Four(4) North, Range Thirteen (13) West, in the County of Forrest, State of Mississippi, and more particularly described as follows to-wit:

Commence at the northwest corner of the Northwest Quarter of the Northwest Quarter (NW of the NW) of said Section, Township and Range, and run East for a distance of 721 feet, to and for the point of 97 feet, run thence South for a distance of 200 feet, run thence South for a distance of 97 feet, run thence North for a distance of 200 feet to the point of beginning, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Hollis and Mildred Barber

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Abandoned Building (International Property Maintenance Code, Sec. 304)
Dilapidated Building (International Property Maintenance Code, Sec. 304)
Overgrown Lot and Weeds (International Property Maintenance Code, Sec. 302.4)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____ seconded by Council member _____, and was adopted by the following 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 2nd day of April, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of April, 2019

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #6 1313 Vernon St.

WHEREAS, on the 19th day of March 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of April, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038G-15-183, **1313 Vernon St. HATTIESBURG, MS 39401** and better described as Pt. Lots 10, 11, and 12, BLK. 24, BURKETT'S S/D., FORREST COUNTY, MISSISSIPPI.

WHEREAS, the owner of the property is: Patricia Blakeney

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Abandoned Building (International Property Maintenance Code, Sec. 304)
Dilapidated Building (International Property Maintenance Code, Sec. 304)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____ seconded by Council member _____, and was adopted by the following 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 2nd day of April, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of April, 2019

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #7 100 Tuscan Ave

WHEREAS, on the 19th day of March 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of April, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038F-16-040, **100 Tuscan Ave. HATTIESBURG, MS 39401** and better described as Begin 620 feet West of the Northeast (NE) corner of Block 55 of the D. D. Mcinnis 3rd Addition, South 110 Feet, West 80 Feet, North 110 Feet To Northeast (NW) Corner of Block East 80 Feet to point of beginning, all being in Block 55 of the D. D. McInnis 3rd Addition in the City of Hattiesburg, Forrest County, Mississippi..

WHEREAS, the owner of the property is: Samuel Lee King

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Abandoned Building (International Property Maintenance Code, Sec. 304)
Protective Treatment (International Property Maintenance Code, Sec. 304.2)

2. If the property owners do not take corrective action within fifteen (15) days to remove the

violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____ seconded by Council member _____, and was adopted by the following 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 2nd day of April, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of April, 2019

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #8 104 Tuscan Ave

WHEREAS, on the 19th day of March 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of April, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038F-16-039, **104 Tuscan Ave. HATTIESBURG, MS 39401** and better described as PT BLK BG 564 FT W OF NE COR S 110 FT W 56 FT N 110 FT E 56 FT TO BG BLK 55

WHEREAS, the owner of the property is: Betty Jackson

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Abandoned Building (International Property Maintenance Code, Sec. 304)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____ seconded by Council member _____, and was adopted by the following 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 2nd day of April, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of April, 2019

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #9 1216 Allen St.

WHEREAS, on the 19th day of March 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of April, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029B-03-170, **1216 Allen St. HATTIESBURG, MS 39401** and better described as Part of the NW ¼ NW ¼ Beginning at the Northeast Corner of Lot 6 Block 1 Anderson 1st Sur North 100' West 130' South 100' East 130' to Beginning Less Point to H/W Sec 3-4-13

WHEREAS, the owner of the property is: Darlene & Louis Glenn Hernandez

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Open Storage (Land Development Code, Sec. 87)
Trash and Litter (International Property Maintenance Code, Sec. 308.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Fence

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____ seconded by Council member _____, and was adopted by the following 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 2nd day of April, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of April, 2019

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #10 600 Bouie St. (17318)

WHEREAS, on the 19th day of March 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of April, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029h-03-280, **600 Bouie St. HATTIESBURG, MS 39401** and better described as The North thirty-five (35) feet of Lot Two (2), all of Lot Three (3), and Lot Four (4), less the North Thirteen (13) feet thereof, all in, of and according to Block Thirty-Three (33) of the G. L. Hawkins and others subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof, being in Plot Book No. 1, Second District of Perry (now Forrest) County, Mississippi, on Page 47, on file in the office of the Chancery Clerk of Forrest County, Mississippi (said subdivision being otherwise identified as G. I. Hawkins and other subdivision of Block Seventeen (17), Eighteen and One-Half (18-1/2), Twenty-Seven (27), Twenty-Eight (28), Thirty (30), Thirty-One (31), and Block Thirty-Three (33) and Lots One (1), Two (2) and Three (3), Block Thirty-Two (32) of the Hardy and Scott Survey of the City of Hattiesburg, Mississippi together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Oscar G Carlstedt Company

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)

Open Storage (Land Development Code, Sec. 87)
Trash and Litter (International Property Maintenance Code, Sec. 308.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Slab

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

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 2nd day of April, 2019.

(SEAL)

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of April, 2019

APPROVED:

MAYOR

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
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #11 600 Bouie St. (17319)

WHEREAS, on the 19th day of March 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of April, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029h-03-274, **600 Bouie St. HATTIESBURG, MS 39401 (17319)** and better described as The North thirty-five (35) feet of Lot Two (2), all of Lot Three (3), and Lot Four (4), less the North Thirteen (13) feet thereof, all in, of and according to Block Thirty-Three (33) of the G. L. Hawkins and others subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof, being in Plot Book No. 1, Second District of Perry (now Forrest) County, Mississippi, on Page 47, on file in the office of the Chancery Clerk of Forrest County, Mississippi (said subdivision being otherwise identified as G. I. Hawkins and other subdivision of Block Seventeen (17), Eighteen and One-Half (18-1/2), Twenty-Seven (27), Twenty-Eight (28), Thirty (30), Thirty-One (31), and Block Thirty-Three (33) and Lots One (1), Two (2) and Three (3), Block Thirty-Two (32) of the Hardy and Scott Survey of the City of Hattiesburg, Mississippi together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Oscar G Carlstedt Company

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)

Trash and Litter (International Property Maintenance Code, Sec. 308.1)
Slab

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____ seconded by Council member _____, and was adopted by the following 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 2nd day of April, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of April, 2019

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #12 42 Collins Rd.**

WHEREAS, on the 22nd day of January 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 19th day of February, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038P-22-153, **42 Collins Rd. HATTIESBURG, MS 39401** and better described as COMMENCE AT THE NORTHEAST CORNER OF LOT #4 OF BLOCK #1 OF THE D.E. McINNIS SUBDIVISION AS PER THE MAO OR PLAT THEREOF ON FILE IN THE OFFICE OF THE CHANCERY CLERK IN THE COURTHOUSE AT HATTIESBURG, FORREST COUNTY MISSISSIPPI AND RUN S 00°15'52"W ALONG SAID RIGHT-OF-WAY LINE OF COLLINS PAVED PUBLIC ROAD; THENCE RUN N89°39'16"W FOR 161.67 FEET TO A ½' REBAR; THENCE RUN N00°20'44"E FOR 161.67 FEET TO A ½" REBAR AND BACK TO THE AFOIREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE FOR 161.67 FEET BACK TO THE POINT OF BEGINNING, SAID PARCEL OF LAND IS PART OF LOT #4, BLOCK #1 OF THE D.E. McINNIS SUBDIVISION AND CONTAINS 0.60 ACRES, MORE OR LESS.

WHEREAS, the owner of the property is: Rachel Ann Jones

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Overgrown Lot and Weeds (International Property Maintenance Code, Sec. 302.4)
Abandoned Building (International Property Maintenance Code, Sec. 304)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____ seconded by Council member _____, and was adopted by the following 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 19th day of February, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 19th day of February, 2019

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #13 102 Roy ST. (13025)

WHEREAS, on the 22nd day of January 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 19th day of February, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038A-15-287, 102 Roy ST (13025). HATTIESBURG, MS 39401 and better described as Pt. Beg NE Cor S 54 ft W 108.66 ft N 54 ft 108.66 ft to beg Blk 15 J E Arledge Subdivision B 672 P. 654 6/26/92

WHEREAS, the owner of the property is: John and Essie Bridges

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Overgrown Lot and Weeds (International Property Maintenance Code, Sec. 302.4)
Abandoned Building (International Property Maintenance Code, Sec. 304)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____ seconded by Council member _____, and was adopted by the following 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 19th day of February, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 19th day of February, 2019

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #14 102 Roy ST. (13026)

WHEREAS, on the 22nd day of January 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 19th day of February, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038A-15-289, 102 Roy ST (13026). HATTIESBURG, MS 39401 and better described as PT 3 BEG 54FT S NE COR S 54FT W 108.66FT N 54FT E 108.66FT TO BEG BLK 15 J E ARLEDGE SUBDIVISION 678/159 9/21/92 715/338 8/94

WHEREAS, the owner of the property is: John and Essie Bridges

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Overgrown Lot and Weeds (International Property Maintenance Code, Sec. 302.4)
Abandoned Building (International Property Maintenance Code, Sec. 304)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the

City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____ seconded by Council member _____, and was adopted by the following 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 19th day of February, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 19th day of February, 2019

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **April, 2019**, the following Resolution:

RESOLUTION 2019-104
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #2 1305 Rebecca Ave

WHEREAS, on the 19th day of March 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of April, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

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

WHEREAS, the owner of the property is: Ed Marsh and Lois Marsh

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Hazardous Tree (Land Development Code, Sec. 79.13)
Overgrown Lot and Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS:
George
Delgado
Carroll
Dryden
Brown

NAYS:
None

ABSENT:
None

The President thereby declared the motion carried and the Resolution adopted and approved, this the 2nd day of April, 2019.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of April, 2019.

ATTEST:


CITY CLERK

ADOPTED:


MAYOR

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **April, 2019**, the following Resolution:

RESOLUTION 2019-105
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #3 813 New Orleans St

WHEREAS, on the 19th day of March 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of April, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029G-03-169, **813 New Orleans St. HATTIESBURG, MS 39401** and better described as lot Fourteen (14), Block Eleven (11) of the YELLOW PINE PARK SURVEY, of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Jack and Rachel Watts

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Abandoned Vehicle (Code of Ordinance, Sec. 16.31)
Dilapidated Building (International Property Maintenance Code, Sec. 304)
Overgrown Lot and Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS:
George
Delgado
Carroll
Dryden
Brown

NAYS:
None

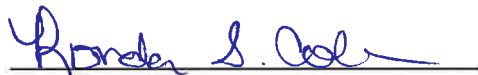
ABSENT:
None

The President thereby declared the motion carried and the Resolution adopted and approved, this the 2nd day of April, 2019.

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL


COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of April, 2019.

ATTEST:

ADOPTED:


CITY CLERK


MAYOR

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **April, 2019**, the following Resolution:

RESOLUTION 2019-106
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #4 511 Katie Ave

WHEREAS, on the 19th day of March 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of April, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038B-15-153, 511 Katie Ave. HATTIESBURG, MS 39401 and better described as Receipt #20611 Parcel #2-038B-15-153.00 PPIN #23811 1 W. OF RR R/W & N. 100 FT OF 2, BLK, 102 ROBERTSON PLACE SUB.

WHEREAS, the owner of the property is: Curtis Paige

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Accessory Structure (International Property Maintenance Code, Sec. 302.72)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Overgrown Lot and Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)

2. If the property owners do not take corrective action within fifteen (15) days to remove the

violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS:
George
Delgado
Carroll
Dryden
Brown

NAYS:
None

ABSENT:
None

The President thereby declared the motion carried and the Resolution adopted and approved, this the 2nd day of April, 2019.

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL

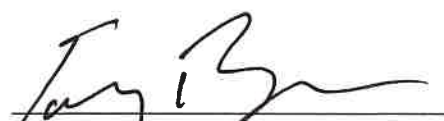

COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of April, 2019.

ATTEST:

ADOPTED:


CITY CLERK


MAYOR

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **April, 2019**, the following Resolution:

RESOLUTION 2019-107
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #5 742 Monroe St.

WHEREAS, on the 19th day of March 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of April, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-042L-35-015, **742 Monroe St. HATTIESBURG, MS 39401** and better described as Pt. Beg NE Cor S 54 ft W 108.66 ft N 54 ft 108.66 ft to beg Blk 15 J E Arledge Subdivision B 672 P. 654 6/26/92 A part of the Northwest Quarter if the Northwest Quarter (NW of the NW) of Section Thirty-Five (35), Township Four(4) North, Range Thirteen (13) West, in the County of Forrest, State of Mississippi, and more particularly described as follows to-wit:

Commence at the northwest corner of the Northwest Quarter of the Northwest Quarter (NW of the NW) of said Section, Township and Range, and run East for a distance of 721 feet, to and for the point of 97 feet, run thence South for a distance of 200 feet, run thence South for a distance of 97 feet, run thence North for a distance of 200 feet to the point of beginning, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Hollis and Mildred Barber

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg,

Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Abandoned Building (International Property Maintenance Code, Sec. 304)
Dilapidated Building (International Property Maintenance Code, Sec. 304)
Overgrown Lot and Weeds (International Property Maintenance Code, Sec. 302.4)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS:
George
Delgado
Carroll
Dryden
Brown

NAYS:
None

ABSENT:
None

The President thereby declared the motion carried and the Resolution adopted and approved, this the 2nd day of **April, 2019**.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of **April, 2019**.

ATTEST:


CITY CLERK

ADOPTED:


MAYOR

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **April, 2019**, the following Resolution:

RESOLUTION 2019-108
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #6 1313 Vernon St.

WHEREAS, on the 19th day of March 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of April, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038G-15-183, **1313 Vernon St. HATTIESBURG, MS 39401** and better described as Pt. Lots 10, 11, and 12, BLK. 24, BURKETT'S S/D., FORREST COUNTY, MISSISSIPPI.

WHEREAS, the owner of the property is: Patricia Blakeney

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Abandoned Building (International Property Maintenance Code, Sec. 304)
Dilapidated Building (International Property Maintenance Code, Sec. 304)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

County, Mississippi.

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

YEAS:

**George
Delgado
Carroll
Dryden
Brown**

NAYS:

None

ABSENT:

None

The President thereby declared the motion carried and the Resolution adopted and approved, this the 2nd day of April, 2019.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of April, 2019.

ATTEST:


CITY CLERK

ADOPTED:


MAYOR

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **April, 2019**, the following Resolution:

RESOLUTION 2019-109
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #7 100 Tuscan Ave

WHEREAS, on the 19th day of March 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of April, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038F-16-040, **100 Tuscan Ave. HATTIESBURG, MS 39401** and better described as Begin 620 feet West of the Northeast (NE) corner of Block 55 of the D. D. Mcinnis 3rd Addition, South 110 Feet, West 80 Feet, North 110 Feet To Northeast (NW) Corner of Block East 80 Feet to point of beginning, all being in Block 55 of the D. D. McInnis 3rd Addition in the City of Hattiesburg, Forrest County, Mississippi..

WHEREAS, the owner of the property is: Samuel Lee King

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Abandoned Building (International Property Maintenance Code, Sec. 304)
Protective Treatment (International Property Maintenance Code, Sec. 304.2)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS:
George
Delgado
Carroll
Dryden
Brown

NAYS:
None

ABSENT:
None

The President thereby declared the motion carried and the Resolution adopted and approved, this the 2nd day of April, 2019.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of April, 2019.

ATTEST:


CITY CLERK

ADOPTED:


MAYOR

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **April, 2019**, the following Resolution:

RESOLUTION 2019-110
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #8 104 Tuscan Ave

WHEREAS, on the 19th day of March 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of April, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038F-16-039, **104 Tuscan Ave. HATTIESBURG, MS 39401** and better described as PT BLK BG 564 FT W OF NE COR S 110 FT W 56 FT N 110 FT E 56 FT TO BG BLK 55

WHEREAS, the owner of the property is: Betty Jackson

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Abandoned Building (International Property Maintenance Code, Sec. 304)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal

disposition.

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

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

YEAS:

**George
Delgado
Carroll
Dryden
Brown**

NAYS:

None

ABSENT:

None

The President thereby declared the motion carried and the Resolution adopted and approved, this the 2nd day of April, 2019.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of April, 2019.

ATTEST:


CITY CLERK

ADOPTED:


MAYOR

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of April, 2019, the following Resolution:

RESOLUTION 2019-111
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #9 1216 Allen St.

WHEREAS, on the 19th day of March 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of April, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029B-03-170, **1216 Allen St. HATTIESBURG, MS 39401** and better described as Part of the NW ¼ NW ¼ Beginning at the Northeast Corner of Lot 6 Block 1 Anderson 1st Sur North 100' West 130' South 100' East 130' to Beginning Less Point to H/W Sec 3-4-13

WHEREAS, the owner of the property is: Darlene & Louis Glenn Hernandez

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Open Storage (Land Development Code, Sec. 87)
Trash and Litter (International Property Maintenance Code, Sec. 308.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Fence

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal

disposition.

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

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

YEAS:
George
Delgado
Carroll
Dryden
Brown

NAYS:
None

ABSENT:
None

The President thereby declared the motion carried and the Resolution adopted and approved, this the 2nd day of April, 2019.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of April, 2019.

ATTEST:


CITY CLERK

ADOPTED:


MAYOR

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of April, 2019, the following Resolution:

RESOLUTION 2019-112
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #10 600 Bouie St. (17318)

WHEREAS, on the 19th day of March 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of April, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029h-03-280, **600 Bouie St. HATTIESBURG, MS 39401** and better described as The North thirty-five (35) feet of Lot Two (2), all of Lot Three (3), and Lot Four (4), less the North Thirteen (13) feet thereof, all in, of and according to Block Thirty-Three (33) of the G. L. Hawkins and others subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof, being in Plot Book No. 1, Second District of Perry (now Forrest) County, Mississippi, on Page 47, on file in the office of the Chancery Clerk of Forrest County, Mississippi (said subdivision being otherwise identified as G. I. Hawkins and other subdivision of Block Seventeen (17), Eighteen and One-Half (18-1/2), Twenty-Seven (27), Twenty-Eight (28), Thirty (30), Thirty-One (31), and Block Thirty-Three (33) and Lots One (1), Two (2) and Three (3), Block Thirty-Two (32) of the Hardy and Scott Survey of the City of Hattiesburg, Mississippi together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Oscar G Carlstedt Company

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Open Storage (Land Development Code, Sec. 87)
Trash and Litter (International Property Maintenance Code, Sec. 308.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Slab

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

<u>YEAS:</u>	<u>NAYS:</u>	<u>ABSENT:</u>
George	None	None
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the Resolution adopted and approved, this the 2nd day of April, 2019.

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL


COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of April, 2019.

ATTEST:

ADOPTED:


CITY CLERK


MAYOR

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of April, 2019, the following Resolution:

RESOLUTION 2019-113
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #11 600 Bouie St. (17319)

WHEREAS, on the 19th day of March 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of April, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029h-03-274, **600 Bouie St. HATTIESBURG, MS 39401 (17319)** and better described as The North thirty-five (35) feet of Lot Two (2), all of Lot Three (3), and Lot Four (4), less the North Thirteen (13) feet thereof, all in, of and according to Block Thirty-Three (33) of the G. L. Hawkins and others subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof, being in Plot Book No. 1, Second District of Perry (now Forrest) County, Mississippi, on Page 47, on file in the office of the Chancery Clerk of Forrest County, Mississippi (said subdivision being otherwise identified as G. I. Hawkins and other subdivision of Block Seventeen (17), Eighteen and One-Half (18-1/2), Twenty-Seven (27), Twenty-Eight (28), Thirty (30), Thirty-One (31), and Block Thirty-Three (33) and Lots One (1), Two (2) and Three (3), Block Thirty-Two (32) of the Hardy and Scott Survey of the City of Hattiesburg, Mississippi together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Oscar G Carlstedt Company

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 308.1)
Slab

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

<u>YEAS:</u>	<u>NAYS:</u>	<u>ABSENT:</u>
George	None	None
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the Resolution adopted and approved, this the 2nd day of April, 2019.

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL


COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of April, 2019.

ATTEST:

ADOPTED:


CITY CLERK


MAYOR

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **April, 2019**, the following Resolution:

RESOLUTION 2019-114
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #12 42 Collins Rd.

WHEREAS, on the 22nd day of January 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 19th day of February, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038P-22-153, **42 Collins Rd. HATTIESBURG, MS 39401** and better described as COMMENCE AT THE NORTHEAST CORNER OF LOT #4 OF BLOCK #1 OF THE D.E. McINNIS SUBDIVISION AS PER THE MAO OR PLAT THEREOF ON FILE IN THE OFFICE OF THE CHANCERY CLERK IN THE COURTHOUSE AT HATTIESBURG, FORREST COUNTY MISSISSIPPI AND RUN S 00°15'52"W ALONG SAID RIGHT-OF-WAY LINE OF COLLINS PAVED PUBLIC ROAD; THENCE RUN N89°39'16"W FOR 161.67 FEET TO A ½" REBAR; THENCE RUN N00°20'44"E FOR 161.67 FEET TO A ½" REBAR AND BACK TO THE AFOIREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE FOR 161.67 FEET BACK TO THE POINT OF BEGINNING, SAID PARCEL OF LAND IS PART OF LOT #4, BLOCK #1 OF THE D.E. McINNIS SUBDIVISION AND CONTAINS 0.60 ACRES, MORE OR LESS.

WHEREAS, the owner of the property is: Rachel Ann Jones

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations

listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Overgrown Lot and Weeds (International Property Maintenance Code, Sec. 302.4)
Abandoned Building (International Property Maintenance Code, Sec. 304)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS:
George
Delgado
Carroll
Dryden
Brown

NAYS:
None

ABSENT:
None

The President thereby declared the motion carried and the Resolution adopted and approved, this the 2nd day of April, 2019.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of April, 2019.

ATTEST:


CITY CLERK

ADOPTED:


MAYOR

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **April, 2019**, the following Resolution:

RESOLUTION 2019-115
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #13 102 Roy ST. (13025)

WHEREAS, on the 22nd day of January 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 19th day of February, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038A-15-287, **102 Roy ST (13025). HATTIESBURG, MS 39401** and better described as Pt. Beg NE Cor S 54 ft W 108.66 ft N 54 ft 108.66 ft to beg Blk 15 J E Arledge Subdivision B 672 P. 654 6/26/92

WHEREAS, the owner of the property is: John and Essie Bridges

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Overgrown Lot and Weeds (International Property Maintenance Code, Sec. 302.4)
Abandoned Building (International Property Maintenance Code, Sec. 304)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS:
George
Delgado
Carroll
Dryden
Brown

NAYS:
None

ABSENT:
None

The President thereby declared the motion carried and the Resolution adopted and approved, this the 2nd day of April, 2019.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of April, 2019.

ATTEST:


CITY CLERK

ADOPTED:


MAYOR

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **April, 2019**, the following Resolution:

RESOLUTION 2019-116
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #14 102 Roy ST. (13026)

WHEREAS, on the 22nd day of January 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 19th day of February, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038A-15-289, 102 Roy ST (13026). HATTIESBURG, MS 39401 and better described as PT 3 BEG 54FT S NE COR S 54FT W 108.66FT N 54FT E 108.66FT TO BEG BLK 15 J E ARLEDGE SUBDIVISION 678/159 9/21/92 715/338 8/94

WHEREAS, the owner of the property is: John and Essie Bridges

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

- Dilapidated Building (International Property Maintenance Code, Sec. 304)**
- Overgrown Lot and Weeds (International Property Maintenance Code, Sec. 302.4)**
- Abandoned Building (International Property Maintenance Code, Sec. 304)**

2. If the property owners do not take corrective action within fifteen (15) days to remove the

violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS:
George
Delgado
Carroll
Dryden
Brown

NAYS:
None

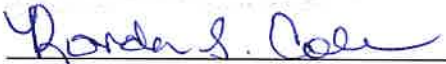
ABSENT:
None

The President thereby declared the motion carried and the Resolution adopted and approved, this the 2nd day of April, 2019.

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL


COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of April, 2019.

ATTEST:

ADOPTED:


CITY CLERK


MAYOR



DEED

Bk:1316 Page:285-286

RCD: 07/10/2019 @ 1:20:52PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of April, 2019, the following Resolution:

RESOLUTION 2019-104
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #2 1305 Rebecca Ave

WHEREAS, on the 19th day of March 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of April, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

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

WHEREAS, the owner of the property is: Ed Marsh and Lois Marsh

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Hazardous Tree (Land Development Code, Sec. 79.13)
Overgrown Lot and Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS:
George
Delgado
Carroll
Dryden
Brown

NAYS:
None

ABSENT:
None

The President thereby declared the motion carried and the Resolution adopted and approved, this the 2nd day of April, 2019.

(SEAL)

ATTEST:



CLERK OF COUNCIL

ADOPTED:



COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of April, 2019.

ATTEST:



CITY CLERK

ADOPTED:



MAYOR



DEED

Bk:1316 Page:287-288

RCD: 07/10/2019 @ 1:21:24PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of April, 2019, the following Resolution:

RESOLUTION 2019-105
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #3 813 New Orleans St

WHEREAS, on the 19th day of March 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of April, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029G-03-169, **813 New Orleans St. HATTIESBURG, MS 39401** and better described as lot Fourteen (14), Block Eleven (11) of the YELLOW PINE PARK SURVEY, of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Jack and Rachel Watts

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Abandoned Vehicle (Code of Ordinance, Sec. 16.31)

Dilapidated Building (International Property Maintenance Code, Sec. 304)

Overgrown Lot and Weeds (International Property Maintenance Code, Sec. 302.4)

Trash and Litter (International Property Maintenance Code, Sec. 307.1)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS:
George
Delgado
Carroll
Dryden
Brown

NAYS:
None

ABSENT:
None

The President thereby declared the motion carried and the Resolution adopted and approved, this the 2nd day of April, 2019.

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL

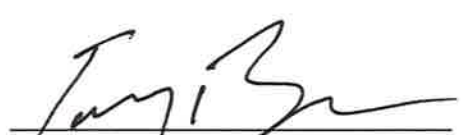

COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of April, 2019.

ATTEST:

ADOPTED:


CITY CLERK


MAYOR



DEED

Bk:1316 Page:289-290

RCD: 07/10/2019 @ 1:22:16 PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **April, 2019**, the following Resolution:

RESOLUTION 2019-106

CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case #4 511 Katie Ave

WHEREAS, on the 19th day of March 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of April, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038B-15-153, **511 Katie Ave. HATTIESBURG, MS 39401** and better described as Receipt #20611 Parcel #2-038B-15-153.00 PPIN #23811 1 W. OF RR R/W & N. 100 FT OF 2, BLK, 102 ROBERTSON PLACE SUB.

WHEREAS, the owner of the property is: Curtis Paige

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Accessory Structure (International Property Maintenance Code, Sec. 302.72)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Overgrown Lot and Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)

2. If the property owners do not take corrective action within fifteen (15) days to remove the

violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS:
George
Delgado
Carroll
Dryden
Brown

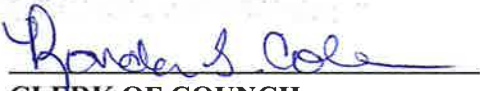
NAYS:
None

ABSENT:
None

The President thereby declared the motion carried and the Resolution adopted and approved, this the 2nd day of April, 2019.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of April, 2019.

ATTEST:


CITY CLERK

ADOPTED:


MAYOR



DEED

Bk:1316 Page:291-292

RCD: 07/10/2019 @ 1:23:12PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **April, 2019**, the following Resolution:

RESOLUTION 2019-107
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #5 742 Monroe St.

WHEREAS, on the 19th day of March 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of April, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-042L-35-015, **742 Monroe St. HATTIESBURG, MS 39401** and better described as Pt. Beg NE Cor S 54 ft W 108.66 ft N 54 ft 108.66 ft to beg Blk 15 J E Arledge Subdivision B 672 P. 654 6/26/92 A part of the Northwest Quarter if the Northwest Quarter (NW of the NW) of Section Thirty-Five (35), Township Four(4) North, Range Thirteen (13) West, in the County of Forrest, State of Mississippi, and more particularly described as follows to-wit:

Commence at the northwest corner of the Northwest Quarter of the Northwest Quarter (NW of the NW) of said Section, Township and Range, and run East for a distance of 721 feet, to and for the point of 97 feet, run thence South for a distance of 200 feet, run thence South for a distance of 97 feet, run thence North for a distance of 200 feet to the point of beginning, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Hollis and Mildred Barber

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg,

Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

- Abandoned Building (International Property Maintenance Code, Sec. 304)**
- Dilapidated Building (International Property Maintenance Code, Sec. 304)**
- Overgrown Lot and Weeds (International Property Maintenance Code, Sec. 302.4)**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

<u>YEAS:</u>	<u>NAYS:</u>	<u>ABSENT:</u>
George	None	None
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the Resolution adopted and approved, this the 2nd day of April, 2019.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:

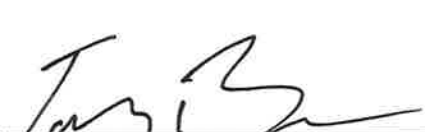

COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of April, 2019.

ATTEST:


CITY CLERK

ADOPTED:


MAYOR



DEED

Bk:1316 Page:293-294

RCD: 07/10/2019 @ 1:24:52PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **April, 2019**, the following Resolution:

RESOLUTION 2019-108

CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case #6 1313 Vernon St.

WHEREAS, on the 19th day of March 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of April, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038G-15-183, 1313 Vernon St. HATTIESBURG, MS 39401 and better described as Pt. Lots 10, 11, and 12, BLK. 24, BURKETT'S S/D., FORREST COUNTY, MISSISSIPPI.

WHEREAS, the owner of the property is: Patricia Blakeney

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Abandoned Building (International Property Maintenance Code, Sec. 304)

Dilapidated Building (International Property Maintenance Code, Sec. 304)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

County, Mississippi.

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

<u>YEAS:</u>	<u>NAYS:</u>	<u>ABSENT:</u>
George	None	None
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the Resolution adopted and approved, this the 2nd day of April, 2019.

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL

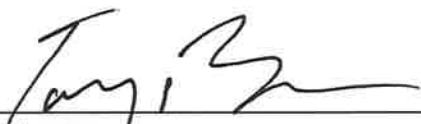

COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of April, 2019.

ATTEST:

ADOPTED:


CITY CLERK


MAYOR



DEED

Bk:1316 Page:295-296

RCD: 07/10/2019 @ 1:25:49:PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **April, 2019**, the following Resolution:

RESOLUTION 2019-109

CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case #7 100 Tuscan Ave

WHEREAS, on the 19th day of March 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of April, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038F-16-040, 100 Tuscan Ave. HATTIESBURG, MS 39401 and better described as Begin 620 feet West of the Northeast (NE) corner of Block 55 of the D. D. Mcinnis 3rd Addition, South 110 Feet, West 80 Feet, North 110 Feet To Northeast (NW) Corner of Block East 80 Feet to point of beginning, all being in Block 55 of the D. D. McInnis 3rd Addition in the City of Hattiesburg, Forrest County, Mississippi..

WHEREAS, the owner of the property is: Samuel Lee King

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Abandoned Building (International Property Maintenance Code, Sec. 304)
Protective Treatment (International Property Maintenance Code, Sec. 304.2)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

<u>YEAS:</u>	<u>NAYS:</u>	<u>ABSENT:</u>
George	None	None
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the Resolution adopted and approved, this the 2nd day of April, 2019.

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL


COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of April, 2019.

ATTEST:

ADOPTED:


CITY CLERK


MAYOR



DEED

Bk:1316 Page:297-298

RCD: 07/10/2019 @ 1:26:36:PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **April, 2019**, the following Resolution:

RESOLUTION 2019-110
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #8 104 Tuscan Ave

WHEREAS, on the 19th day of March 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of April, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038F-16-039, 104 Tuscan Ave. HATTIESBURG, MS 39401 and better described as PT BLK BG 564 FT W OF NE COR S 110 FT W 56 FT N 110 FT E 56 FT TO BG BLK 55

WHEREAS, the owner of the property is: Betty Jackson

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Abandoned Building (International Property Maintenance Code, Sec. 304)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal

disposition.

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

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

<u>YEAS:</u>	<u>NAYS:</u>	<u>ABSENT:</u>
George	None	None
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the Resolution adopted and approved, this the 2nd day of April, 2019.

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL

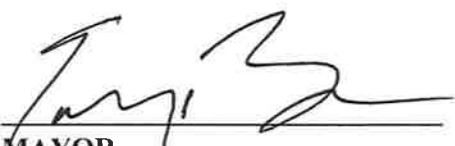

COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of April, 2019.

ATTEST:

ADOPTED:


CITY CLERK


MAYOR



DEED

Bk:1316 Page:299-300

RCD: 07/10/2019 @ 1:27:12PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of April, 2019, the following Resolution:

RESOLUTION 2019-111
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #9 1216 Allen St.

WHEREAS, on the 19th day of March 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of April, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029B-03-170, 1216 Allen St. HATTIESBURG, MS 39401 and better described as Part of the NW ¼ NW ¼ Beginning at the Northeast Corner of Lot 6 Block 1 Anderson 1st Sur North 100' West 130' South 100' East 130' to Beginning Less Point to H/W Sec 3-4-13

WHEREAS, the owner of the property is: Darlene & Louis Glenn Hernandez

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Open Storage (Land Development Code, Sec. 87)
Trash and Litter (International Property Maintenance Code, Sec. 308.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Fence

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal

disposition.

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

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

YEAS:
George
Delgado
Carroll
Dryden
Brown

NAYS:
None

ABSENT:
None

The President thereby declared the motion carried and the Resolution adopted and approved, this the 2nd day of April, 2019.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of April, 2019.

ATTEST:


CITY CLERK

ADOPTED:


MAYOR



DEED

Bk:1316 Page:301-302

RCD: 07/10/2019 @ 1:28:47:PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **April, 2019**, the following Resolution:

RESOLUTION 2019-112

CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case #10 600 Bouie St. (17318)

WHEREAS, on the 19th day of March 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of April, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029h-03-280, **600 Bouie St. HATTIESBURG, MS 39401** and better described as The North thirty-five (35) feet of Lot Two (2), all of Lot Three (3), and Lot Four (4), less the North Thirteen (13) feet thereof, all in, of and according to Block Thirty-Three (33) of the G. L. Hawkins and others subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof, being in Plot Book No. 1, Second District of Perry (now Forrest) County, Mississippi, on Page 47, on file in the office of the Chancery Clerk of Forrest County, Mississippi (said subdivision being otherwise identified as G. I. Hawkins and other subdivision of Block Seventeen (17), Eighteen and One-Half (18-1/2), Twenty-Seven (27), Twenty-Eight (28), Thirty (30), Thirty-One (31), and Block Thirty-Three (33) and Lots One (1), Two (2) and Three (3), Block Thirty-Two (32) of the Hardy and Scott Survey of the City of Hattiesburg, Mississippi together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Oscar G Carlstedt Company

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Open Storage (Land Development Code, Sec. 87)
Trash and Litter (International Property Maintenance Code, Sec. 308.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Slab

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

<u>YEAS:</u>	<u>NAYS:</u>	<u>ABSENT:</u>
George	None	None
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the Resolution adopted and approved, this the 2nd day of April, 2019.

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL


COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of April, 2019.

ATTEST:

ADOPTED:


CITY CLERK


MAYOR



DEED

Bk:1316 Page:303-304

RCD: 07/10/2019 @ 1:30:52PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of April, 2019, the following Resolution:

RESOLUTION 2019-113

CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case #11 600 Bouie St. (17319)

WHEREAS, on the 19th day of March 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of April, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029h-03-274, **600 Bouie St. HATTIESBURG, MS 39401 (17319)** and better described as The North thirty-five (35) feet of Lot Two (2), all of Lot Three (3), and Lot Four (4), less the North Thirteen (13) feet thereof, all in, of and according to Block Thirty-Three (33) of the G. L. Hawkins and others subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof, being in Plot Book No. 1, Second District of Perry (now Forrest) County, Mississippi, on Page 47, on file in the office of the Chancery Clerk of Forrest County, Mississippi (said subdivision being otherwise identified as G. I. Hawkins and other subdivision of Block Seventeen (17), Eighteen and One-Half (18-1/2), Twenty-Seven (27), Twenty-Eight (28), Thirty (30), Thirty-One (31), and Block Thirty-Three (33) and Lots One (1), Two (2) and Three (3), Block Thirty-Two (32) of the Hardy and Scott Survey of the City of Hattiesburg, Mississippi together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Oscar G Carlstedt Company

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 308.1)
Slab**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS:

George
Delgado
Carroll
Dryden
Brown

NAYS:

None

ABSENT:

None

The President thereby declared the motion carried and the Resolution adopted and approved, this the 2nd day of April, 2019.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of April, 2019.

ATTEST:


CITY CLERK

ADOPTED:


MAYOR



DEED

Bk:1316 Page:305-306

RCD: 07/10/2019 @ 1:32:54PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **April, 2019**, the following Resolution:

RESOLUTION 2019-114

CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case #12 42 Collins Rd.

WHEREAS, on the 22nd day of January 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 19th day of February, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038P-22-153, **42 Collins Rd. HATTIESBURG, MS 39401** and better described as COMMENCE AT THE NORTHEAST CORNER OF LOT #4 OF BLOCK #1 OF THE D.E. McINNIS SUBDIVISION AS PER THE MAO OR PLAT THEREOF ON FILE IN THE OFFICE OF THE CHANCERY CLERK IN THE COURTHOUSE AT HATTIESBURG, FORREST COUNTY MISSISSIPPI AND RUN S 00°15'52"W ALONG SAID RIGHT-OF-WAY LINE OF COLLINS PAVED PUBLIC ROAD; THENCE RUN N89°39'16"W FOR 161.67 FEET TO A ½' REBAR; THENCE RUN N00°20'44"E FOR 161.67 FEET TO A ½" REBAR AND BACK TO THE AFOIREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE FOR 161.67 FEET BACK TO THE POINT OF BEGINNING, SAID PARCEL OF LAND IS PART OF LOT #4, BLOCK #1 OF THE D.E. McINNIS SUBDIVISION AND CONTAINS 0.60 ACRES, MORE OR LESS.

WHEREAS, the owner of the property is: Rachel Ann Jones

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations

listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Overgrown Lot and Weeds (International Property Maintenance Code, Sec. 302.4)
Abandoned Building (International Property Maintenance Code, Sec. 304)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS:
George
Delgado
Carroll
Dryden
Brown

NAYS:
None

ABSENT:
None

The President thereby declared the motion carried and the Resolution adopted and approved, this the 2nd day of April, 2019.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of April, 2019.

ATTEST:


CITY CLERK

ADOPTED:


MAYOR



DEED

Bk:1316 Page:307-308

RCD: 07/10/2019 @ 1:33:27:PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of April, 2019, the following Resolution:

RESOLUTION 2019-115

CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case #13 102 Roy ST. (13025)

WHEREAS, on the 22nd day of January 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 19th day of February, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038A-15-287, 102 Roy ST (13025). HATTIESBURG, MS 39401 and better described as Pt. Beg NE Cor S 54 ft W 108.66 ft N 54 ft 108.66 ft to beg Blk 15 J E Arledge Subdivision B 672 P. 654 6/26/92

WHEREAS, the owner of the property is: John and Essie Bridges

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Overgrown Lot and Weeds (International Property Maintenance Code, Sec. 302.4)
Abandoned Building (International Property Maintenance Code, Sec. 304)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS:
George
Delgado
Carroll
Dryden
Brown

NAYS:
None

ABSENT:
None

The President thereby declared the motion carried and the Resolution adopted and approved, this the 2nd day of April, 2019.

(SEAL)

ATTEST:



CLERK OF COUNCIL

ADOPTED:


COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of April, 2019.

ATTEST:


CITY CLERK

ADOPTED:


MAYOR



DEED

Bk:1316 Page:309-310

RCD: 07/10/2019 @ 1:34:13PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **April, 2019**, the following Resolution:

RESOLUTION 2019-116
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #14 102 Roy ST. (13026)

WHEREAS, on the 22nd day of January 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 19th day of February, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038A-15-289, **102 Roy ST (13026). HATTIESBURG, MS 39401** and better described as PT 3 BEG 54FT S NE COR S 54FT W 108.66FT N 54FT E 108.66FT TO BEG BLK 15 J E ARLEDGE SUBDIVISION 678/159 9/21/92 715/338 8/94

WHEREAS, the owner of the property is: John and Essie Bridges

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Overgrown Lot and Weeds (International Property Maintenance Code, Sec. 302.4)
Abandoned Building (International Property Maintenance Code, Sec. 304)

2. If the property owners do not take corrective action within fifteen (15) days to remove the

violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS:
George
Delgado
Carroll
Dryden
Brown

NAYS:
None

ABSENT:
None

The President thereby declared the motion carried and the Resolution adopted and approved, this the 2nd day of April, 2019.

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL


COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of April, 2019.

ATTEST:

ADOPTED:


CITY CLERK


MAYOR



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2019-244

File ID: 2019-244

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Andrew Ellard

File Created: 03/21/2019

Brief Title: Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs, not to exceed the value of the property per State law, against the following properties.

Final Action: 04/02/2019

Minute Book Number: MB 2019-86

Title:

Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs, not to exceed the value of the property per State law, against the following properties.

Notes:

Agenda Date: 04/02/2019

Indexes:

Agenda Number: V.-3

Sponsors:

Enactment Date:

Attachments: Request to adjudicate 4.2.19, 1. 607 Graymont Ave, 2. 202 S 14th Ave, 3. 1600 E. Hardy St (20242), 4. 1600 E. Hardy St (33661), 5. 708 River St, 6. 804 E 6th St, 7. 116 Oak St, 8. 717 Walnut ST, 9. 3407 Tiltree Rd, 10. 403 Miller St, Executed Resolution 2019-117 adjudicating 707 Graymont Avenue, Executed Resolution 2019-118 adjudicating 202 S 14th Avenue, Executed Resolution 2019-119 adjudicating 1600 E Hardy (20242), Executed Resolution 2019-120 adjudicating 1600 E Hardy (33661), Executed Resolution 2019-121 adjudicating 708 River St, Executed Resolution 2019-122 adjudicating 804 E 6th St, Executed Resolution 2019-123 adjudicating 116 Oak St, Executed Resolution 2019-124 adjudicating 717 Walnut St, Executed Resolution 2019-125 adjudicating 3407 Tiltree Rd, Executed Resolution 2019-126 adjudicating 403 Miller St, Recorded & Executed Resolutions #2019-117-126

Enactment Number:

Contact:

Meeting Date: 04/02/2019

Drafter: Ashley Fortenberry

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/02/2019	Adopt				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Adopt Resolutions (#2019-117-126) adjudicating and directing the placement as an assessment for the cleanup costs, not to exceed the value of the property per 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, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2019-244

Title

Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs, not to exceed the value of the property per State law, against the following properties.

Summary

Adopt Resolutions for adjudication



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: Code Enforcement Division

DATE: March 21, 2019

RE: Adopt Resolution

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

<u>Owner</u>	<u>Address</u>	<u>PPIN</u>	<u>Cost</u>	<u>Ward</u>
1. The Bank of New York	607 Graymont Ave	24991	\$1,030.40	2
2. Rankin L. Lindsey Jr	202 S 14 th Ave	16886	\$11,537.66	4
3. Merritt Inc.	1600 E Hardy (20242)	20241	\$17,830.51	2
4. Patrick Lee Kayla Kirby	1600 E Hardy (33661)	33661	\$6,135.52	2
5. Monica Johnson	708 River St.	17491	\$9,469.47	2
6. Peggy Smith	804 E 6 th St.	15451	\$7,308.10	2
7. H L & C Forrest LLC	116 Oak St.	20267	\$2,744.90	2
8. C FAM LLC	717 Walnut St.	22563	\$4,705.45	1
9. Paula Sill	3407 Tiltree	23612	\$3,012.35	3
10. Starlin Landrum	403 Miller St.	20563	\$4,232.05	2

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: 607 Graymont Ave. better described as: Lot 2, Block 1 OF THE WESTVIEW SUBDIVISION, A SUBDIVISION ACCORDING TO A MAP OR PLAT THEREOF WHICH IS ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF FORREST COUNTY, MISSISSIPPI, IN PLAT BOOK 8 AT PAGE 31; TOGETHER WITH ALL IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING.

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

WHEREAS, the following property has been cleaned by 1st & 10 and MSP on behalf of the City.

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
The Bank of New York	607 Graymont Ave.	2-028H-05-143	\$1,030.40

Lot 2, Block 1 OF THE WESTVIEW SUBDIVISION, A SUBDIVISION ACCORDING TO A MAP OR PLAT THEREOF WHICH IS ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF FORREST COUNTY, MISSISSIPPI, IN PLAT BOOK 8 AT PAGE 31; TOGETHER WITH ALL IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING.

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

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

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

Councilman _____, seconded by Councilman _____ and was adopted by the following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of April A. D., 2019.

(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 2nd day of April, A. D., 2019.

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: **202 S 14th Ave.** 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 the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a Menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Rankin L. Lindsey, Jr.	202 S 14 th Ave.	2-029M-09-299	\$11,537.66

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 Councilman _____, seconded by Councilman _____ and was adopted by the following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of April A. D., 2019.

(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 2nd day of April, A. D., 2019.

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: **1600 E Hardy (20242)** better described as: Lots 11 and 12 Block 8 of the MAGRUDER & COMPANY ADDITION, in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

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

WHEREAS, the following property has been cleaned by City of Hattiesburg Public Works and MSP on behalf of the City.

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
MERRITT, INC	1600 E Hardy	2-030L-11-230	\$17,830.51

Lots 11 and 12 Block 8 of the MAGRUDER & COMPANY ADDITION, in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

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

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of April A. D., 2019.

(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 2nd day of April, A. D., 2019.

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: 1600 E Hardy St. (PPIN 33661) better described as: Lots 13, 14, 15 and 16 Block 8 of the MAGRUDER & COMPANY ADDITION, in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

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

WHEREAS, the following property has been cleaned by City of Hattiesburg Public Works and MSP on behalf of the City.

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Patrick Lee & Kayla Kirby	1600 E. Hardy St.	2-030L-11-229	\$6,135.52

Lots 13, 14, 15 and 16 Block 8 of the MAGRUDER & COMPANY ADDITION, in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

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

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

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

Councilman _____, seconded by Councilman _____ and was adopted by the following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of April A. D., 2019.

(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 2nd day of April, A. D., 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: **708 River St.** better described as: Lot 2 and 14 in Block 37 of the Hicks Subdivision of the Hardy & Scott Survey of the City of Hattiesburg, Forrest county, Mississippi as per map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, State of Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

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

WHEREAS, the following property has been cleaned by City of Hattiesburg Public Works and MSP on behalf of the City.

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Monica Johnson	708 River St.	2-029H-03-145	\$9,469.47

Lot 2 and 14 in Block 37 of the Hicks Subdivision of the Hardy & Scott Survey of the City of Hattiesburg, Forrest county, Mississippi as per map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, State of Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

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

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

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

Councilman _____, seconded by Councilman _____ and was adopted by the following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of April A. D., 2019.

(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 2nd day of April, A. D., 2019.

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: **804 E 6th St.** better described as: All of Lot 10 and the West 16 feet of Lot 11 in Block 9 of the T.M. Fuller & O.J. Brown Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi, being a part of the SE ¼ of the SE 14/4 of Section 3, Township 4 North, Range 13 West, together with all improvements thereon.

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

WHEREAS, the following property has been cleaned by City of Hattiesburg Public Works on behalf of the City.

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
<u>Peggy Smith</u>	<u>804 E 6th St.</u>	<u>029H-03-295</u>	<u>\$7,308.10</u>

All of Lot 10 and the West 16 feet of Lot 11 in Block 9 of the T.M. Fuller & O.J. Brown Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi, being a part of the SE ¼ of the SE 14/4 of Section 3, Township 4 North, Range 13 West, together with all improvements thereon.

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

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of April A. D., 2019.

(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 2nd day of April, A. D., 2019.

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: **116 Oak St.** better described as: Lot 14, in Block One (1), according to the R.A. Magruder Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi as per map or plat thereof on file and in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

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

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
H L & C Forrest LLC	116 Oak St.	2-030L-11-115	\$2,744.90

Lot 14, in Block One (1), according to the R.A. Magruder Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi as per map or plat thereof on file and in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

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

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

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

following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of April A. D., 2019.

(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 2nd day of April, A. D., 2019.

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: **717 Walnut St.** better described as: Lot 4 and part of Lot 5 BLK 92 Stapleton & Bayne S/D, A part of Lot 22 in Block 92 of the Stapleton and Bayne Subdivision of Block 92 of the Kamper and Lewin Survey or Addition to the City of Hattiesburg, Lot Six (6) in Block Two of the W. A. Johnson Survey of the City of Hattiesburg and Lot 14, and all of Lot 15, less 8 feet off the entire length of the South side of Lot 15, all in Block 3, D. D. McInnis First Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi.

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

WHEREAS, the following property has been cleaned by 1st & 10 and MSP on behalf of the City.

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
C FAM LLC	717 Walnut St.	2-038B-15-023	\$4,705.45

Lot 5 and the South ½ of vacated alley lying North of said lot of Stapleton and Bayne Subdivision of Block 92 of the Kamper and Lewin Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

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

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

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

Councilman _____, seconded by Councilman _____ and was adopted by the following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of April A. D., 2019.

(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 2nd day of April, A. D., 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

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

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

WHEREAS, the following property has been cleaned by 1st & 10 and MSP on behalf of the City.

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Paula Sill	3407 Tiltree Rd.	2-039E-18-021	\$3,012.35

Lot 14 of Regency Estates Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on files in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

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

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of April A. D., 2019.

(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 2nd day of April, A. D., 2019.

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: **403 Miller St.** better described as: Lots Twelve (12) and Thirteen (13), Block Four (4) of the C. J. Miller Addition of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

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

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Starlin Landrum	403 Miller St.	2-029K-09-133	<u>\$4,232.05</u>

Lots Twelve (12) and Thirteen (13), Block Four (4) of the C. J. Miller Addition of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

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

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of April A. D., 2019.

(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 2nd day of April, A. D., 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of April, 2019, the following Resolution:

RESOLUTION 2019-117

INDEXING INSTRUCTIONS: 607 Graymont Ave. better described as: Lot 2, Block 1 OF THE WESTVIEW SUBDIVISION, A SUBDIVISION ACCORDING TO A MAP OR PLAT THEREOF WHICH IS ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF FORREST COUNTY, MISSISSIPPI, IN PLAT BOOK 8 AT PAGE 31; TOGETHER WITH ALL IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING.

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

WHEREAS, the following property has been cleaned by 1st & 10 and MSP on behalf of the City.

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
The Bank of New York	607 Graymont Ave.	2-028H-05-143	\$1,030.40
Total:			\$1,030.40

Lot 2, Block 1 OF THE WESTVIEW SUBDIVISION, A SUBDIVISION ACCORDING TO A MAP OR PLAT THEREOF WHICH IS ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF FORREST COUNTY, MISSISSIPPI, IN PLAT BOOK 8 AT PAGE 31; 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 Vice President Dryden, seconded by Council Member George and was adopted by the following vote, to-wit:

YEAS:

**George
Delgado
Carroll
Dryden
Brown**

NAYS:

None

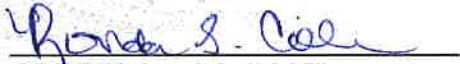
ABSENT:

None

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of April, 2019.

(S E A L)

ATTEST:


CLERK OF COUNCIL

ADOPTED:

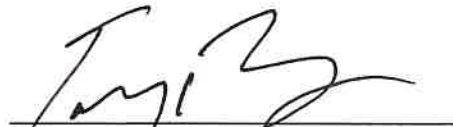

COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 2nd day of April, 2019.

ATTEST:


CITY CLERK

APPROVED:


MAYOR

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **April, 2019**, the following Resolution:

RESOLUTION 2019-118

INDEXING INSTRUCTIONS: **202 S 14th Ave.** 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 the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a Menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Rankin L. Lindsey, Jr.	202 S 14 th Ave.	2-029M-09-299	\$11,537.66
Total:			\$11,537.66

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 Vice President Dryden, seconded by Council Member George and was adopted by the following vote, to-wit:

YEAS:

**George
Delgado
Carroll
Dryden
Brown**

NAYS:

None

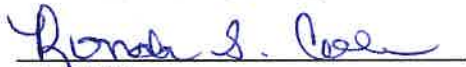
ABSENT:

None

The President thereby declared the motion carried and the Resolution adopted this the **2nd** day of **April, 2019**.

(S E A L)

ATTEST:


CLERK OF COUNCIL

ADOPTED:

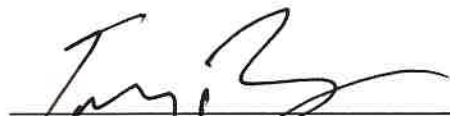

COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this **2nd** day of **April, 2019**.

ATTEST:


CITY CLERK

APPROVED:


MAYOR

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **April, 2019**, the following Resolution:

RESOLUTION 2019-119

INDEXING INSTRUCTIONS: 1600 E Hardy (20242) better described as: Lots 11 and 12 Block 8 of the MAGRUDER & COMPANY ADDITION, in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

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

WHEREAS, the following property has been cleaned by City of Hattiesburg Public Works and MSP on behalf of the City.

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
MERRITT, INC	1600 E Hardy	2-030L-11-230	\$17,830.51

Total: \$17,830.51

Lots 11 and 12 Block 8 of the MAGRUDER & COMPANY ADDITION, in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Vice President Dryden, seconded by Council Member George and was adopted by the following vote, to-wit:

YEAS:

George
Delgado
Carroll
Dryden
Brown

NAYS:

None

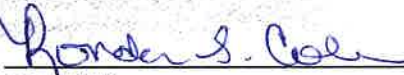
ABSENT:

None

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of April, 2019.

(S E A L)

ATTEST:


CLERK OF COUNCIL

ADOPTED:

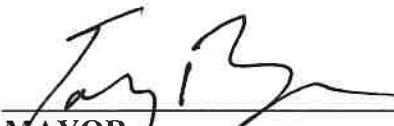

COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 2nd day of April, 2019.

ATTEST:


CITY CLERK

APPROVED:


MAYOR

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **April, 2019**, the following Resolution:

RESOLUTION 2019-120

INDEXING INSTRUCTIONS: 1600 E Hardy St. (PPIN 33661) better described as: Lots 13, 14, 15 and 16 Block 8 of the MAGRUDER & COMPANY ADDITION, in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

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

WHEREAS, the following property has been cleaned by City of Hattiesburg Public Works and MSP on behalf of the City.

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Patrick Lee & Kayla Kirby	1600 E. Hardy St.	2-030L-11-229	\$6,135.52

Total: \$6,135.52

Lots 13, 14, 15 and 16 Block 8 of the MAGRUDER & COMPANY ADDITION, in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Vice President Dryden, seconded by Council Member George and was adopted by the following vote, to-wit:

YEAS:

George
Delgado
Carroll
Dryden
Brown

NAYS:

None

ABSENT:

None

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of April, 2019.

(S E A L)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 2nd day of April, 2019.

ATTEST:


CITY CLERK

APPROVED:


MAYOR

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of April, 2019, the following Resolution:

RESOLUTION 2019-121

INDEXING INSTRUCTIONS: 708 River St. better described as: Lot 2 and 14 in Block 37 of the Hicks Subdivision of the Hardy & Scott Survey of the City of Hattiesburg, Forrest county, Mississippi as per map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, State of Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

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

WHEREAS, the following property has been cleaned by City of Hattiesburg Public Works and MSP on behalf of the City.

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Monica Johnson	708 River St.	2-029H-03-145	\$9,469.47

Total: \$9,469.47

Lot 2 and 14 in Block 37 of the Hicks Subdivision of the Hardy & Scott Survey of the City of Hattiesburg, Forrest county, Mississippi as per map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, State of 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 Vice President Dryden, seconded by Council Member George and was adopted by the following vote, to-wit:

YEAS:

**George
Delgado
Carroll
Dryden
Brown**

NAYS:

None

ABSENT:

None

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of April, 2019.

(S E A L)

ATTEST:



CLERK OF COUNCIL

ADOPTED:


COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 2nd day of April, 2019.

ATTEST:


CITY CLERK

APPROVED:


MAYOR

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **April, 2019**, the following Resolution:

RESOLUTION 2019-122

INDEXING INSTRUCTIONS: **804 E 6th St.** better described as: All of Lot 10 and the West 16 feet of Lot 11 in Block 9 of the T.M. Fuller & O.J. Brown Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi, being a part of the SE ¼ of the SE 14/4 of Section 3, Township 4 North, Range 13 West, together with all improvements thereon.

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

WHEREAS, the following property has been cleaned by City of Hattiesburg Public Works on behalf of the City.

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Peggy Smith	804 E 6 th St.	029H-03-295	\$7,308.10

Total: \$7,308.10

All of Lot 10 and the West 16 feet of Lot 11 in Block 9 of the T.M. Fuller & O.J. Brown Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi, being a part of the SE ¼ of the SE 14/4 of Section 3, Township 4 North, Range 13 West, together with all improvements thereon.

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Vice President Dryden, seconded by Council Member George and was adopted by the following vote, to-wit:

YEAS:

George
Delgado
Carroll
Dryden
Brown

NAYS:

None

ABSENT:

None

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of April, 2019.

(S E A L)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 2nd day of April, 2019.

ATTEST:


CITY CLERK

APPROVED:


MAYOR

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **April, 2019**, the following Resolution:

RESOLUTION 2019-123

INDEXING INSTRUCTIONS: **116 Oak St.** better described as: Lot 14, in Block One (1), according to the R.A. Magruder Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi as per map or plat thereof on file and in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

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

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
H L & C Forrest LLC	116 Oak St.	2-030L-11-115	\$2,744.90

Total: \$2,744.90

Lot 14, in Block One (1), according to the R.A. Magruder Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi as per map or plat thereof on file and 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 Vice President Dryden, seconded by Council Member George and was adopted by the following vote, to-wit:

YEAS:

George
Delgado
Carroll
Dryden
Brown

NAYS:

None

ABSENT:

None

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of April, 2019.

(S E A L)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 2nd day of April, 2019.

ATTEST:


CITY CLERK

APPROVED:


MAYOR

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **April, 2019**, the following Resolution:

RESOLUTION 2019-124

INDEXING INSTRUCTIONS: **717 Walnut St.** better described as: Lot 4 and part of Lot 5 BLK 92 Stapleton & Bayne S/D, A part of Lot 22 in Block 92 of the Stapleton and Bayne Subdivision of Block 92 of the Kamper and Lewin Survey or Addition to the City of Hattiesburg, Lot Six (6) in Block Two of the W. A. Johnson Survey of the City of Hattiesburg and Lot 14, and all of Lot 15, less 8 feet off the entire length of the South side of Lot 15, all in Block 3, D. D. McInnis First Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi.

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

WHEREAS, the following property has been cleaned by 1st & 10 and MSP on behalf of the City.

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
C FAM LLC	717 Walnut St.	2-038B-15-023	\$4,705.45
			Total: \$4,705.45

Lot 5 and the South ½ of vacated alley lying North of said lot of Stapleton and Bayne Subdivision of Block 92 of the Kamper and Lewin Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Vice President Dryden, seconded by Council Member George and was adopted by the following vote, to-wit:

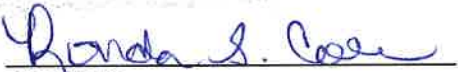
<u>YEAS:</u>	<u>NAYS:</u>	<u>ABSENT:</u>
George	None	None
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of April, 2019.

(S E A L)

ATTEST:

ADOPTED:


CLERK OF COUNCIL


COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 2nd day of April, 2019.

ATTEST:

APPROVED:


CITY CLERK


MAYOR

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **April, 2019**, the following Resolution:

RESOLUTION 2019-125

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

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

WHEREAS, the following property has been cleaned by 1st & 10 and MSP on behalf of the City.

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Paula Sill	3407 Tiltree Rd.	2-039E-18-021	\$3,012.35

Total: \$3,012.35

Lot 14 of Regency Estates Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on files in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

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 Vice President Dryden, seconded by Council Member George and was adopted by the following vote, to-wit:

YEAS:

**George
Delgado
Carroll
Dryden
Brown**

NAYS:

None

ABSENT:

None

The President thereby declared the motion carried and the Resolution adopted this the **2nd** day of **April, 2019**.

(S E A L)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this **2nd** day of **April, 2019**.

ATTEST:


CITY CLERK

APPROVED:


MAYOR

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of April, 2019, the following Resolution:

RESOLUTION 2019-126

INDEXING INSTRUCTIONS: 403 Miller St. better described as: Lots Twelve (12) and Thirteen (13), Block Four (4) of the C. J. Miller Addition of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

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

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Starlin Landrum	403 Miller St.	2-029K-09-133	\$4,232.05

Total: \$4,232.05

Lots Twelve (12) and Thirteen (13), Block Four (4) of the C. J. Miller Addition of the City of Hattiesburg, County of Forrest, State of 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 Vice President Dryden, seconded by Council Member George and was adopted by the following vote, to-wit:

YEAS:

**George
Delgado
Carroll
Dryden
Brown**

NAYS:

None

ABSENT:

None

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of April, 2019.

(S E A L)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 2nd day of April, 2019.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



DEED
Bk:1316 Page:311-312
RCD: 07/10/2019 @ 1:34:58:PM
FORREST COUNTY, MS
JIMMY C. HAVARD CHANCERY CLERK

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of April, 2019, the following Resolution:

RESOLUTION 2019-117

INDEXING INSTRUCTIONS: 607 Graymont Ave. better described as: Lot 2, Block 1 OF THE WESTVIEW SUBDIVISION, A SUBDIVISION ACCORDING TO A MAP OR PLAT THEREOF WHICH IS ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF FORREST COUNTY, MISSISSIPPI, IN PLAT BOOK 8 AT PAGE 31; TOGETHER WITH ALL IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING.

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

WHEREAS, the following property has been cleaned by 1st & 10 and MSP on behalf of the City.

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
The Bank of New York	607 Graymont Ave.	2-028H-05-143	\$1,030.40
Total:			\$1,030.40

Lot 2, Block 1 OF THE WESTVIEW SUBDIVISION, A SUBDIVISION ACCORDING TO A MAP OR PLAT THEREOF WHICH IS ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF FORREST COUNTY, MISSISSIPPI, IN PLAT BOOK 8 AT PAGE 31; 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 Vice President Dryden, seconded by Council Member George and was adopted by the following vote, to-wit:

YEAS:

**George
Delgado
Carroll
Dryden
Brown**

NAYS:

None

ABSENT:

None

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of **April, 2019**.

(S E A L)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 2nd day of **April, 2019**.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



DEED
Bk:1316 Page:313-314
RCD: 07/10/2019 @ 1:36:02PM
FORREST COUNTY, MS
JIMMY C. HAVARD CHANCERY CLERK

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **April, 2019**, the following Resolution:

RESOLUTION 2019-118

INDEXING INSTRUCTIONS: **202 S 14th Ave.** 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 the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a Menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Rankin L. Lindsey, Jr.	202 S 14 th Ave.	2-029M-09-299	\$11,537.66
Total:			\$11,537.66

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 Vice President Dryden, seconded by Council Member George and was adopted by the following vote, to-wit:

YEAS:

George
Delgado
Carroll
Dryden
Brown

NAYS:

None

ABSENT:

None

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of April, 2019.

(S E A L)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 2nd day of April, 2019.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



DEED

Bk:1316 Page:315-316

RCD: 07/10/2019 @ 1:37:04PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **April, 2019**, the following Resolution:

RESOLUTION 2019-119

INDEXING INSTRUCTIONS: 1600 E Hardy (20242) better described as: Lots 11 and 12 Block 8 of the MAGRUDER & COMPANY ADDITION, in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

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

WHEREAS, the following property has been cleaned by City of Hattiesburg Public Works and MSP on behalf of the City.

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
MERRITT, INC	1600 E Hardy	2-030L-11-230	\$17,830.51

Total: \$17,830.51

Lots 11 and 12 Block 8 of the MAGRUDER & COMPANY ADDITION, in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Vice President Dryden, seconded by Council Member George and was adopted by the following vote, to-wit:

<u>YEAS:</u>	<u>NAYS:</u>	<u>ABSENT:</u>
George	None	None
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of **April, 2019**.

(S E A L)

ATTEST:

ADOPTED:


CLERK OF COUNCIL


COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 2nd day of **April, 2019**.

ATTEST:

APPROVED:


CITY CLERK


MAYOR



DEED

Bk:1316 Page:317-318

RCD: 07/10/2019 @ 1:37:54:PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **April, 2019**, the following Resolution:

RESOLUTION 2019-120

INDEXING INSTRUCTIONS: 1600 E Hardy St. (PPIN 33661) better described as: Lots 13, 14, 15 and 16 Block 8 of the MAGRUDER & COMPANY ADDITION, in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

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

WHEREAS, the following property has been cleaned by City of Hattiesburg Public Works and MSP on behalf of the City.

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Patrick Lee & Kayla Kirby	1600 E. Hardy St.	2-030L-11-229	\$6,135.52

Total: \$6,135.52

Lots 13, 14, 15 and 16 Block 8 of the MAGRUDER & COMPANY ADDITION, in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Vice President Dryden, seconded by Council Member George and was adopted by the following vote, to-wit:

YEAS:

**George
Delgado
Carroll
Dryden
Brown**

NAYS:

None

ABSENT:

None

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of **April, 2019**.

(S E A L)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 2nd day of **April, 2019**.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



DEED
Bk:1316 Page:319-320
RCD: 07/10/2019 @ 1:38:35:PM
FORREST COUNTY, MS
JIMMY C. HAVARD CHANCERY CLERK

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of April, 2019, the following Resolution:

RESOLUTION 2019-121

INDEXING INSTRUCTIONS: 708 River St. better described as: Lot 2 and 14 in Block 37 of the Hicks Subdivision of the Hardy & Scott Survey of the City of Hattiesburg, Forrest county, Mississippi as per map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, State of Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

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

WHEREAS, the following property has been cleaned by City of Hattiesburg Public Works and MSP on behalf of the City.

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Monica Johnson	708 River St.	2-029H-03-145	\$9,469.47

Total: \$9,469.47

Lot 2 and 14 in Block 37 of the Hicks Subdivision of the Hardy & Scott Survey of the City of Hattiesburg, Forrest county, Mississippi as per map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, State of 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 Vice President Dryden, seconded by Council Member George and was adopted by the following vote, to-wit:

YEAS:

**George
Delgado
Carroll
Dryden
Brown**

NAYS:

None

ABSENT:

None

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of **April, 2019**.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:

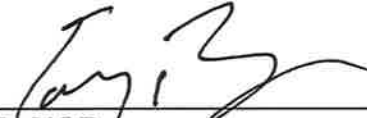

COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 2nd day of **April, 2019**.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



DEED

Bk:1316 Page:321-322

RCD: 07/10/2019 @ 1:40:21PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **2nd** day of **April, 2019**, the following Resolution:

RESOLUTION 2019-122

INDEXING INSTRUCTIONS: 804 E 6th St. better described as: All of Lot 10 and the West 16 feet of Lot 11 in Block 9 of the T.M. Fuller & O.J. Brown Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi, being a part of the SE ¼ of the SE 14/4 of Section 3, Township 4 North, Range 13 West, together with all improvements thereon.

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

WHEREAS, the following property has been cleaned by City of Hattiesburg Public Works on behalf of the City.

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Peggy Smith	804 E 6 th St.	029H-03-295	\$7,308.10

Total: \$7,308.10

All of Lot 10 and the West 16 feet of Lot 11 in Block 9 of the T.M. Fuller & O.J. Brown Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi, being a part of the SE ¼ of the SE 14/4 of Section 3, Township 4 North, Range 13 West, together with all improvements thereon.

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Vice President Dryden, seconded by Council Member George and was adopted by the following vote, to-wit:

YEAS:

**George
Delgado
Carroll
Dryden
Brown**

NAYS:

None

ABSENT:

None

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of April, 2019.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 2nd day of April, 2019.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



DEED

Bk:1316 Page:323-324

RCD: 07/10/2019 @ 1:41:48 PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **2nd** day of **April, 2019**, the following Resolution:

RESOLUTION 2019-123

INDEXING INSTRUCTIONS: **116 Oak St.** better described as: Lot 14, in Block One (1), according to the R.A. Magruder Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi as per map or plat thereof on file and in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

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

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
H L & C Forrest LLC	116 Oak St.	2-030L-11-115	\$2,744.90

Total: \$2,744.90

Lot 14, in Block One (1), according to the R.A. Magruder Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi as per map or plat thereof on file and 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 Vice President Dryden, seconded by Council Member George and was adopted by the following vote, to-wit:

YEAS:

George
Delgado
Carroll
Dryden
Brown

NAYS:

None

ABSENT:

None

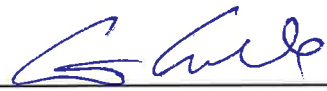
The President thereby declared the motion carried and the Resolution adopted this the 2nd day of April, 2019.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 2nd day of April, 2019.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



DEED

Bk:1316 Page:325-326

RCD: 07/10/2019 @ 1:42:42PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **2nd** day of **April, 2019**, the following Resolution:

RESOLUTION 2019-124

INDEXING INSTRUCTIONS: **717 Walnut St.** better described as: Lot 4 and part of Lot 5 BLK 92 Stapleton & Bayne S/D, A part of Lot 22 in Block 92 of the Stapleton and Bayne Subdivision of Block 92 of the Kamper and Lewin Survey or Addition to the City of Hattiesburg, Lot Six (6) in Block Two of the W. A. Johnson Survey of the City of Hattiesburg and Lot 14, and all of Lot 15, less 8 feet off the entire length of the South side of Lot 15, all in Block 3, D. D. McInnis First Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi.

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

WHEREAS, the following property has been cleaned by 1st & 10 and MSP on behalf of the City.

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
C FAM LLC	717 Walnut St.	2-038B-15-023	\$4,705.45

Total: \$4,705.45

Lot 5 and the South ½ of vacated alley lying North of said lot of Stapleton and Bayne Subdivision of Block 92 of the Kamper and Lewin Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Vice President Dryden, seconded by Council Member George and was adopted by the following vote, to-wit:

YEAS:

**George
Delgado
Carroll
Dryden
Brown**

NAYS:

None

ABSENT:

None

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of April, 2019.

(S E A L)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 2nd day of April, 2019.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



DEED

Bk:1316 Page:327-328

RCD: 07/10/2019 @ 1:44:00:PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **2nd** day of **April, 2019**, the following Resolution:

RESOLUTION 2019-125

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

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

WHEREAS, the following property has been cleaned by 1st & 10 and MSP on behalf of the City.

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Paula Sill	3407 Tiltree Rd.	2-039E-18-021	\$3,012.35

Total: \$3,012.35

Lot 14 of Regency Estates Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on files in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

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 Vice President Dryden, seconded by Council Member George and was adopted by the following vote, to-wit:

YEAS:

**George
Delgado
Carroll
Dryden
Brown**

NAYS:

None

ABSENT:

None

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of April, 2019.

(S E A L)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 2nd day of April, 2019.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



DEED

Bk:1316 Page:329-330

RCD: 07/10/2019 @ 1:44:43:PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **April, 2019**, the following Resolution:

RESOLUTION 2019-126

INDEXING INSTRUCTIONS: **403 Miller St.** better described as: Lots Twelve (12) and Thirteen (13), Block Four (4) of the C. J. Miller Addition of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

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

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Starlin Landrum	403 Miller St.	2-029K-09-133	\$4,232.05

Total: \$4,232.05

Lots Twelve (12) and Thirteen (13), Block Four (4) of the C. J. Miller Addition of the City of Hattiesburg, County of Forrest, State of 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 Vice President Dryden, seconded by Council Member George and was adopted by the following vote, to-wit:

YEAS:

**George
Delgado
Carroll
Dryden
Brown**

NAYS:

None

ABSENT:

None

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of April, 2019.

(S E A L)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 2nd day of April, 2019.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2019-265

File ID: 2019-265

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 03/26/2019

Brief Title: Budget Amendments, April 2, 2019

Final Action: 04/02/2019

Minute Book Number: MB 2019-86-87

Title: Adopt the April 2, 2019 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2019 and adopt Resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

Notes:

Agenda Date: 04/02/2019

Indexes:

Agenda Number: V.-4

Sponsors:

Enactment Date:

Attachments: April 2019 Budget Amendments, Executed Resolution 2019-127 approving budget amendments for fye 2019, Proof of publication Resolution 2019-127

Enactment Number:

Contact:

Meeting Date: 04/02/2019

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/02/2019	Adopt				Pass
Action Text: A MOTION was made by Council Member George and seconded by Council Member Brown to Adopt the April 2, 2019 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2019 and adopt Resolution (#2019-127) authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2019-265

Title

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

Summary

Budget Amendments, April 2019

Publication Information

Newspaper

MEMORANDUM

TO : **Mayor Barker, Members of City Council**
FROM : **Connie Everett, Interim CFO**
DATE : **April 2, 2019**
SUBJECT : **Proposed Amendments, FY 2019**

Below is a list of the most significant proposed amendments to the FY 2019 budget. Attached is a more detailed list of proposed changes to the General Fund, detailing the impact to the Fund's budgeted ending cash. Descriptions are also included for proposed changes to the budgets of other funds.

Significant items specifically for the **General Fund** include:

- Revenues and expenses are adjusted for new grant awards for Urban Forestry and Mosquito Spraying.
- Budget savings for deletion of a non-sworn position in Police are reallocated for special projects

Amendments to other funds are:

- Budget interest earnings in the Series 2013 Water & Sewer Revenue Bond Construction Fund to project cost

If you have questions concerning the information presented, please give me a call.

RECAP OF PROPOSED AMENDMENTS

2-Apr-19

FY 2019

GENERAL FUND:

Budgeted Ending Cash as adopted **1,847,674**

Amendments to Revenues:

Urban Forestry Grant 6,000

Mosquito Spraying Grant (3,752)

Total Amendments to Revenues 2,248

Amendments to Expenditures:

Police - deleted position savings (16,318)

Health - mosquito grant 45,936

Economic Dev. - special projects 16,318

Cemetery - forestry grant 6,000

Total Amendments to General Fund Expenditures 51,936

Budgeted Ending Cash, as Amended **\$ 1,797,986**

Series 2013 Water & Sewer Bond Construction Fund:

Adjust project budget cost for interest earnings \$ 1,500

RESOLUTION

WHEREAS, the Mayor and City Council of the City of Hattiesburg, Mississippi, have determined that expenditures within the City will exceed the original budget appropriation; and

WHEREAS, the additional appropriation needed is in excess of ten percent (10%) of the original appropriation, and in accordance with Section 21-35-25 of the Mississippi Code of 1972, as amended, shall be published;

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

Section 1. That the following budget amendments are hereby authorized to be made in the City's General Fund Economic Development Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$255,000	\$161,245	\$416,245	Adjust budget savings for special projects

Section 5. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage, but nevertheless to be published according to law.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 2nd day of April, 2019.

(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 2nd day of April, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

GENERAL FUND:

REVENUES & BEG. CASH:

Taxes - Other	\$36,000
Licenses & Permits	4,454,800
Inter-governmental Revenues:	
Federal Grants	1,791,850
State Grants	224,938
State-Shared Revenues	23,386,678
County Shared Revenues	0
Charges for Services:	
Public safety	202,000
Streets	1,000
Sanitation	2,225,000
Misc.	0
Fines & Forfeits	1,235,000
Miscellaneous	300,000
Transfers-In	870,000
Non-Revenue Receipts	207,412
Total From All Sources	
Other Than taxation	34,934,678
Beginning Cash and	
Investment Balance	6,532,636
Reserve for Future Debt Service	(900,000)
Amount to be Raised by Tax Levy	18,137,600
TOTAL FROM ALL SOURCES	\$58,704,914

EXPENDITURES & ENDING CASH:

General Government:	
Personnel	4,675,944
Supplies & Expenses	241,900
Other services & Charges	5,026,455
Capital Outlays	514,346
Total - General Government	10,458,645
Police Dept.:	
Personnel	11,335,780
Supplies & Expenses	745,895
Other services & Charges	606,693
Capital Outlays	476,000
Total - Police Dept.	13,164,368
Police & Fire Training:	
Personnel	37,723
Supplies & Expenses	125,232
Other services & Charges	71,056
Capital Outlays	17,000
Total - Police & Fire Training	251,011
Fire Dept.:	
Personnel	8,122,130
Supplies & Expenses	274,789
Other services & Charges	384,691
Capital Outlays	0
Total - Fire Dept.	8,781,610
Land Development Administration:	
Personnel	621,455
Supplies & Expenses	30,600
Other services & Charges	337,475
Capital Outlays	0
Total - Land Dev. Admin.	989,530

Public Safety Contractual Services:	
Personnel	216,726
Other services & Charges	1,276,000
Total - Pub. Safety Cont. Serv.	<u>1,492,726</u>
Public Services:	
Personnel	6,406,120
Supplies & Expenses	1,469,085
Other services & Charges	4,979,801
Capital Outlays	809,580
Total - Public Services	<u>13,664,586</u>
Animal Control	
Personnel	156,047
Supplies & Expenses	15,400
Other services & Charges	156,685
Capital Outlays	0
Total - Animal Control	<u>328,132</u>
Human/Social	
Other services & Charges	243,000
Total - Human/Social	<u>243,000</u>
Economic Development	
Personnel	
Supplies & Expenses	
Other services & Charges	416,245
Capital Outlays	0
Total - Eco. Dev.	<u>416,245</u>
Debt Service:	
Principal Payments	1,796,520
Interest Payments	440,935
Paying Agent Fee	3,000
Total - Debt service	<u>2,240,455</u>
Airport	
Personnel	0
Supplies & Expenses	38,200
Other services & Charges	44,708
Capital Outlays	0
Total - Airport	<u>82,908</u>
Cemetery	
Personnel	760,521
Supplies & Expenses	87,650
Other services & Charges	60,401
Capital Outlays	135,000
Total - Cemetery	<u>1,043,572</u>
Parking Garages	
Personnel	141,340
Supplies & Expenses	8,450
Other services & Charges	70,350
Capital Outlays	0
Total - Parking Garages	<u>220,140</u>
Operating Transfers Out	<u>3,530,000</u>
Total Expenditures & Transfers	<u>56,906,928</u>
Ending Cash Balance	<u>\$1,797,986</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$58,704,914</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

SERIES 2013 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	1,500
Proceeds from Revenue Bond Issue	<u>\$0</u>
Total Revenues	<u>1,500</u>
Beginning Cash and Investment Balance	<u>353,270</u>
TOTAL FROM ALL SOURCES	<u><u>\$354,770</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	354,770
Transfers Out	<u>0</u>
Total Expenditures	<u>\$354,770</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$354,770</u></u>

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2019

	Original FY 2019 Budgets	November Amend'ts	Amended Budgets	February/ March Amend'ts	Amended Budgets	April Proposed Amend'ts	Amended Budgets
<u>Revenues & Beg. Cash Balance:</u>							
Taxes -Other	\$36,000		\$36,000		\$36,000		\$36,000
Licenses & Permits	4,454,800		4,454,800		\$4,454,800		\$4,454,800
Intergovernmental Revenues:							\$0
Federal	2,365,634	-579,784	1,785,850		\$1,785,850	6,000	\$1,791,850
State	168,304	60,386	228,690		\$228,690	-3,752	\$224,938
State-Shared	23,472,000	-85,322	23,386,678		\$23,386,678		\$23,386,678
County/City Shared	0		0		\$0		\$0
Charges for Services:					\$0		\$0
Public Safety	202,000		202,000		\$202,000		\$202,000
Streets	1,000		1,000		\$1,000		\$1,000
Sanitation	2,225,000		2,225,000		\$2,225,000		\$2,225,000
Misc.	0		0		\$0		\$0
Fines & Forf.	1,235,000		1,235,000		\$1,235,000		\$1,235,000
Misc. Revenues	293,400	6,500	299,900	100	\$300,000		\$300,000
Transfers-In	870,000		870,000		\$870,000		\$870,000
Non-Revenue Receipts	207,412		207,412		\$207,412		\$207,412
TOTAL REVENUES EXCLUSIVE OF PROPERTY TAXES	\$35,530,550	-\$598,220	\$34,932,330	\$100	\$34,932,430	\$2,248	\$34,934,678
Beg. Fund Balance	6,000,000	532,636	6,532,636		\$6,532,636		6,532,636
Less Reserve for Future Debt Service	-900,000		-900,000		-\$900,000		-900,000
Property Tax Levy	18,137,600	0	18,137,600		\$18,137,600		18,137,600
TOTAL AVAIL. REVENUES	\$58,768,150	-\$65,584	\$58,702,566	\$100	\$58,702,666	\$2,248	\$58,704,914

THE GENERAL FUND EXPENDITURE BUDGETS:

City Council							
Personnel	\$360,240		\$360,240		\$360,240		360,240
Supplies & Expenses	3,100	300	3,400		\$3,400		3,400
Other Services & Charges	260,100		260,100		\$260,100		260,100
Capital Outlays	0		0		\$0		0
Total - City Council	\$623,440	\$300	\$623,740	\$0	\$623,740	\$0	\$623,740
City Court							
Personnel	\$1,091,690		\$1,091,690	-\$6,075	\$1,085,615		1,085,615
Supplies & Expenses	31,600		31,600		\$31,600		31,600
Other Services & Charges	271,300		271,300		\$271,300		271,300
Capital Outlays	0		0		\$0		0
Total - City Court	\$1,394,590	\$0	\$1,394,590	-\$6,075	\$1,388,515	\$0	\$1,388,515
Mayor/Admin.							
Personnel	\$823,334		\$823,334		\$823,334		823,334
Supplies & Expenses	15,350		15,350		\$15,350		15,350
Other Services & Charges	193,950	1,470	195,420		\$195,420		195,420
Capital Outlays	2,000		2,000		\$2,000		2,000
Total - Mayor/Admin.	\$1,034,634	\$1,470	\$1,036,104	\$0	\$1,036,104	\$0	\$1,036,104
Elections							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	2,400		2,400		\$2,400		2,400
Other Services & Charges	79,050		79,050		\$79,050		79,050
Capital Outlays	0		0		\$0		0
Total - Elections	\$81,450	\$0	\$81,450	\$0	\$81,450	\$0	\$81,450
Muni. Clerk							
Personnel	\$321,734		\$321,734		\$321,734		\$321,734
Supplies & Expenses	5,300		5,300		\$5,300		5,300
Other Services & Charges	56,400		56,400		\$56,400		56,400
Capital Outlays	0		0		\$0		0
Total - Muni Clerk	\$383,434	\$0	\$383,434	\$0	\$383,434	\$0	\$383,434
Accounting							
Personnel	\$313,605		\$313,605		\$313,605		\$313,605
Supplies & Expenses	6,925		6,925		\$6,925		6,925
Other Services & Charges	3,450		3,450		\$3,450		3,450
Capital Outlays	0		0		\$0		0

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2019

	Original FY 2019 Budgets	November Amend'ts	Amended Budgets	February/ March Amend'ts	Amended Budgets	April Proposed Amend'ts	Amended Budgets
Total - Accounting	\$323,980	\$0	\$323,980	\$0	\$323,980	\$0	\$323,980
Purchasing							
Personnel	\$125,285		\$125,285		\$125,285		\$125,285
Supplies & Expenses	4,700		4,700		\$4,700		4,700
Other Services & Charges	5,500		5,500		\$5,500		5,500
Capital Outlays	0		0		\$0		0
Total - Purchasing	\$135,485	\$0	\$135,485	\$0	\$135,485	\$0	\$135,485
City Attorney							
Personnel	\$94,763		\$94,763		\$94,763		\$94,763
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	8,300		8,300		\$8,300		8,300
Capital Outlays	0		0		\$0		0
Total - City Attorney	\$103,063	\$0	\$103,063	\$0	\$103,063	\$0	\$103,063
Human Resources							
Personnel	\$214,258		\$214,258		\$214,258		\$214,258
Supplies & Expenses	9,100		9,100		\$9,100		9,100
Other Services & Charges	20,500		20,500		\$20,500		20,500
Capital Outlays	0		0		\$0		0
Total - Human Resources	\$243,858	\$0	\$243,858	\$0	\$243,858	\$0	\$243,858
Loss Control							
Personnel	\$113,888		\$113,888		\$113,888		\$113,888
Supplies & Expenses	6,900		6,900		\$6,900		6,900
Other Services & Charges	4,000		4,000		\$4,000		4,000
Capital Outlays	0		0		\$0		0
Total - Loss Control	\$124,788	\$0	\$124,788	\$0	\$124,788	\$0	\$124,788
Urban Development							
Personnel	\$662,297		\$662,297		\$662,297		\$662,297
Supplies & Expenses	31,500		31,500		\$31,500		31,500
Other Services & Charges	82,050	41,000	123,050		\$123,050		123,050
Capital Outlays	200,000		200,000		\$200,000		200,000
Total - Urban Dev.	\$975,847	\$41,000	\$1,016,847	\$0	\$1,016,847	\$0	\$1,016,847
Information Systems							
Personnel	\$328,388	-\$24,863	\$303,525		\$303,525		\$303,525
Supplies & Expenses	56,200		56,200		\$56,200		56,200
Other Services & Charges	592,745		592,745		\$592,745		592,745
Capital Outlays	272,346		272,346		\$272,346		272,346
Total - Inf. Systems	\$1,249,679	-\$24,863	\$1,224,816	\$0	\$1,224,816	\$0	\$1,224,816
Gen. Gov't Building							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	23,925		23,925		\$23,925		23,925
Other Services & Charges	203,780		203,780		\$203,780		203,780
Capital Outlays	20,000	20,000	40,000		\$40,000		40,000
Total - Gen. Gov't Building	\$247,705	\$20,000	\$267,705	\$0	\$267,705	\$0	\$267,705
Intermodal Facility (Depot) O & M:							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	25,400		25,400		\$25,400		25,400
Other Services & Charges	128,000		128,000		\$128,000		128,000
Capital Outlays	0		0		\$0		0
Total - Depot O & M	\$153,400	\$0	\$153,400	\$0	\$153,400	\$0	\$153,400
Metro Planning							
Personnel	\$268,647	-\$11,247	\$257,400		\$257,400		\$257,400
Supplies & Expenses	18,200		18,200		\$18,200		18,200
Other Services & Charges	329,700		329,700		\$329,700		329,700
Capital Outlays	0		0		\$0		0
Total - Metro Planning	\$616,547	-\$11,247	\$605,300	\$0	\$605,300	\$0	\$605,300
Gen. Gov't Insurance/Other serv.							

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2019

	Original FY 2019 Budgets	November Amend'ts	Amended Budgets	February/ March Amend'ts	Amended Budgets	April Proposed Amend'ts	Amended Budgets
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	1,000		1,000		\$1,000		1,000
Other Services & Charges	2,745,160		2,745,160		\$2,745,160		2,745,160
Capital Outlays			0		\$0		0
Total - Gen. Gov't Insur/other Serv.	\$2,746,160	\$0	\$2,746,160	\$0	\$2,746,160	\$0	\$2,746,160
Federal Programs Administration							
Personnel	\$0		0		\$0		0
Supplies	0		0		\$0		0
Other Services & Charges	0		0		\$0		0
Capital Outlay	0		0		\$0		0
Total - Federal Programs Admin.	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Recap - General Government Cost Centers							
Personnel	\$4,718,129	-\$36,110	\$4,682,019	-\$6,075	\$4,675,944	\$0	\$4,675,944
Supplies & Expenses	\$241,600	\$300	\$241,900	\$0	\$241,900	\$0	\$241,900
Other Services & Charges	\$4,983,985	\$42,470	\$5,026,455	\$0	\$5,026,455	\$0	\$5,026,455
Capital Outlays	\$494,346	\$20,000	\$514,346	\$0	\$514,346	\$0	\$514,346
Total - Gen. Government	\$10,438,060	\$26,660	\$10,464,720	-\$6,075	\$10,458,645	\$0	\$10,458,645
Police							
Personnel	\$11,352,098		\$11,352,098		\$11,352,098	-\$16,318	\$11,335,780
Supplies & Expenses	734,794	11,101	745,895		\$745,895		745,895
Other Services & Charges	608,625	-1,932	606,693		\$606,693		606,693
Capital Outlays	275,000	201,000	476,000		\$476,000		476,000
Total - Police	\$12,970,517	\$210,169	\$13,180,686	\$0	\$13,180,686	-\$16,318	\$13,164,368
Police & Fire Training							
Personnel	\$37,723		\$37,723		\$37,723		\$37,723
Supplies & Expenses	118,732	\$6,500	125,232		\$125,232		125,232
Other Services & Charges	78,745	-7,689	71,056		\$71,056		71,056
Capital Outlays	10,000	7,000	17,000		\$17,000		17,000
Total - Police & Fire Training	\$245,200	\$5,811	\$251,011	\$0	\$251,011	\$0	\$251,011
Fire							
Personnel	\$8,166,950	-\$44,820	\$8,122,130		\$8,122,130		\$8,122,130
Supplies & Expenses	274,789		274,789		\$274,789		274,789
Other Services & Charges	339,871	44,820	384,691		\$384,691		384,691
Capital Outlays	0		0		\$0		0
Total - Fire Dept.	\$8,781,610	\$0	\$8,781,610	\$0	\$8,781,610	\$0	\$8,781,610
Code Enforcement							
Personnel	\$621,455		\$621,455		\$621,455		\$621,455
Supplies & Expenses	30,600		30,600		\$30,600		30,600
Other Services & Charges	337,475		337,475		\$337,475		337,475
Capital Outlays	0		0		\$0		0
Total - Code Enforcement	\$989,530	\$0	\$989,530	\$0	\$989,530	\$0	\$989,530
Contractual Services - Public Safety							
Personnel	\$182,380	\$34,346	\$216,726		\$216,726		\$216,726
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	1,276,000		1,276,000		\$1,276,000		1,276,000
Capital Outlays			0		\$0		0
Total - Cont. Serv. - Public Safety	\$1,458,380	\$34,346	\$1,492,726	\$0	\$1,492,726	\$0	\$1,492,726
Public Services Cost Centers:							
Traffic Maint.							
Personnel	\$369,651		\$369,651		\$369,651		\$369,651
Supplies & Expenses	142,191		142,191		\$142,191		142,191
Other Services & Charges	46,446		46,446		\$46,446		46,446
Capital Outlays	0		0		\$0		0
Total - Traffic Maint.	\$558,288	\$0	\$558,288	\$0	\$558,288	\$0	\$558,288
Streets							
Personnel	\$1,531,211	\$21,201	\$1,552,412	-\$22,000	\$1,530,412		\$1,530,412
Supplies & Expenses	509,906		509,906		\$509,906		509,906

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2019

	Original FY 2019 Budgets	November Amend'ts	Amended Budgets	February/ March Amend'ts	Amended Budgets	April Proposed Amend'ts	Amended Budgets
Other Services & Charges	1,390,755		1,390,755	553,000	1,943,755		1,943,755
Capital Outlays	0		0	10,100	10,100		10,100
Total - Streets	\$3,431,872	\$21,201	\$3,453,073	\$541,100	\$3,994,173	\$0	\$3,994,173
Street Lights							
Personnel			\$0		\$0		\$0
Supplies & Expenses			0		\$0		0
Other Services & Charges	1,160,000	20,000	1,180,000		\$1,180,000		1,180,000
Capital Outlays	0		0		\$0		0
Total - Street Lights	\$1,160,000	\$20,000	\$1,180,000	\$0	\$1,180,000	\$0	\$1,180,000
Engineering							
Personnel	\$455,218		\$455,218		\$455,218		\$455,218
Supplies & Expenses	11,040		11,040		\$11,040		11,040
Other Services & Charges	303,860		303,860		\$303,860		303,860
Capital Outlays	25,000		25,000		\$25,000		25,000
Total - Engineering	\$795,118	\$0	\$795,118	\$0	\$795,118	\$0	\$795,118
Shop							
Personnel	\$566,477	-\$36,215	\$530,262		\$530,262		\$530,262
Supplies & Expenses	49,386		49,386		\$49,386		49,386
Other Services & Charges	39,484		39,484		\$39,484		39,484
Capital Outlays	0		0		\$0		0
Total - Shop	\$655,347	-\$36,215	\$619,132	\$0	\$619,132	\$0	\$619,132
GOFS							
Personnel	\$100,721		\$100,721		\$100,721		\$100,721
Supplies & Expenses	8,050		8,050		\$8,050		8,050
Other Services & Charges	18,800		18,800		\$18,800		18,800
Capital Outlays	0		0		\$0		0
Total - GOFS	\$127,571	\$0	\$127,571	\$0	\$127,571	\$0	\$127,571
Drainage							
Personnel	\$101,445	\$1,992	\$103,437		\$103,437		\$103,437
Supplies & Expenses	65,100		65,100		\$65,100		65,100
Other Services & Charges	137,102		137,102		\$137,102		137,102
Capital Outlays	818,450	-\$388,450	430,000		\$430,000		430,000
Total - Drainage	\$1,122,097	-\$386,458	\$735,639	\$0	\$735,639	\$0	\$735,639
Construction							
Personnel	\$821,370		\$821,370		\$821,370		\$821,370
Supplies & Expenses	163,600		163,600		\$163,600		163,600
Other Services & Charges	90,304		90,304		\$90,304		90,304
Capital Outlays	0		0		\$0		0
Total - Construction	\$1,075,274	\$0	\$1,075,274	\$0	\$1,075,274	\$0	\$1,075,274
Sanitation							
Personnel	\$1,731,635	-\$43,240	1,688,395	-\$17,470	\$1,670,925		\$1,670,925
Supplies & Expenses	319,226		319,226		\$319,226		319,226
Other Services & Charges	1,207,750		1,207,750		\$1,207,750		1,207,750
Capital Outlays	275,530		275,530	46,000	\$321,530		321,530
Total - Sanitation	\$3,534,141	-\$43,240	\$3,490,901	\$28,530	\$3,519,431	\$0	\$3,519,431
Street Cleaning							
Personnel	\$45,170		\$45,170		\$45,170		\$45,170
Supplies & Expenses	19,800		19,800		\$19,800		19,800
Other Services & Charges	2,600		2,600		\$2,600		2,600
Capital Outlays	0		0		\$0		0
Total - Street Cleaning	\$67,570	\$0	\$67,570	\$0	\$67,570	\$0	\$67,570
Health							
Personnel	\$807,294	-\$28,340	\$778,954		\$778,954		\$778,954
Supplies & Expenses	157,800		157,800		\$157,800	22,986	180,786
Other Services & Charges	9,700		9,700		\$9,700		9,700
Capital Outlays	0		0		\$0	22,950	22,950
Total - Health	\$974,794	-\$28,340	\$946,454	\$0	\$946,454	\$45,936	\$992,390

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2019

	Original FY 2019 Budgets	November Amend'ts	Amended Budgets	February/ March Amend'ts	Amended Budgets	April Proposed Amend'ts	Amended Budgets
Recap - Public Services:							
Personnel	\$6,530,192	-\$84,602	\$6,445,590	-\$39,470	\$6,406,120	\$0	\$6,406,120
Supplies & Expenses	\$1,446,099	0	1,446,099	0	\$1,446,099	22,986	1,469,085
Other Services & Charges	\$4,406,801	20,000	4,426,801	553,000	\$4,979,801	0	4,979,801
Capital Outlays	\$1,118,980	-\$388,450	730,530	56,100	\$786,630	22,950	809,580
Total - Public Services	\$13,502,072	-\$453,052	\$13,049,020	\$569,630	\$13,618,650	\$45,936	\$13,664,586
Animal Control							
Personnel	\$156,047		\$156,047		\$156,047		\$156,047
Supplies & Expenses	15,400		15,400		\$15,400		15,400
Other Services & Charges	156,685		156,685		\$156,685		156,685
Capital Outlays	0		0		\$0		0
Total - Animal Control	\$328,132	\$0	\$328,132	\$0	\$328,132	\$0	\$328,132
Human/Social Assist.							
Personnel			\$0		\$0		\$0
Supplies & Expenses			0		\$0		0
Other Services & Charges	243,000		243,000		\$243,000		243,000
Capital Outlays			0		\$0		0
Total - Human/Social Assist.	\$243,000	\$0	\$243,000	\$0	\$243,000	\$0	\$243,000
Economic Dev.							
Personnel			\$0		\$0		\$0
Supplies & Expenses			0		\$0		0
Other Services & Charges	255,000	109,482	364,482	35,445	\$399,927	16,318	416,245
Capital Outlays			0		\$0		0
Total - Economic Dev.	\$255,000	\$109,482	\$364,482	\$35,445	\$399,927		\$416,245
Debt Service							
Principal	\$1,796,520		\$1,796,520		\$1,796,520		\$1,796,520
Interest	440,935		\$440,935		\$440,935		\$440,935
Paying Agent Fee	3,000		\$3,000		\$3,000		\$3,000
Total Debt Service	\$2,240,455	\$0	\$2,240,455	\$0	\$2,240,455	\$0	\$2,240,455
Airport							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	38,200		38,200		\$38,200		38,200
Other Services & Charges	43,708	1,000	44,708		\$44,708		44,708
Capital Outlays	0		0		\$0		0
Total - Airport	\$81,908	\$1,000	\$82,908	\$0	\$82,908	\$0	\$82,908
Cemetery							
Personnel	\$754,521		\$754,521		\$754,521	\$6,000	\$760,521
Supplies & Expenses	87,550		87,550	100	\$87,650		87,650
Other Services & Charges	60,401		60,401		\$60,401		60,401
Capital Outlays	181,000		181,000	-46,000	\$135,000		135,000
Total - Cemetery	\$1,083,472	\$0	\$1,083,472	-\$45,900	\$1,037,572	\$6,000	\$1,043,572
Parking Garages							
Personnel	\$141,340		\$141,340		\$141,340		\$141,340
Supplies & Expenses	8,450		8,450		\$8,450		8,450
Other Services & Charges	70,350		70,350		\$70,350		70,350
Capital Outlays	0		0		\$0		0
Total - Parking Garages	\$220,140	\$0	\$220,140	\$0	\$220,140	\$0	\$220,140
Transfers to Other Funds							
	\$3,530,000		\$3,530,000		\$3,530,000		\$3,530,000
EXPENDITURES & TRANSFERS	\$56,367,476	-\$65,584	\$56,301,892	\$553,100	\$56,854,992	\$35,618	\$56,906,928
Recap - General Fund							
Personnel	\$32,660,835	-\$131,186	\$32,529,649	-\$45,545	\$32,484,104	-\$10,318	\$32,473,786
Supplies & Expenses	2,996,214	17,901	3,014,115	100	3,014,215	22,986	3,037,201
Other Services & Charges	12,863,646	208,151	13,071,797	588,445	13,660,242	16,318	13,676,560
Capital Outlays	2,079,326	-160,450	1,918,876	10,100	1,928,976	22,950	1,951,926
Principal Payments	1,796,520	0	1,796,520	0	1,796,520	0	1,796,520
Interest Payments	440,935	0	440,935	0	440,935	0	440,935
Total - Gen. Fund Cost Centers	\$52,837,476	-\$65,584	\$52,771,892	\$553,100	\$53,324,992	\$51,936	\$53,376,928
Transfers to Other Funds	3,530,000	0	3,530,000	0	3,530,000	0	3,530,000

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2019

	Original FY 2019 Budgets	November Amend'ts	Amended Budgets	February/ March Amend'ts	Amended Budgets	April Proposed Amend'ts	Amended Budgets
<i>Total - Expenditures & Transfers</i>	<i>\$56,367,476</i>	<i>-\$65,584</i>	<i>\$56,301,892</i>	<i>\$553,100</i>	<i>\$56,854,992</i>	<i>\$51,936</i>	<i>\$56,906,928</i>
Ending Cash Budget	\$2,400,674	\$0	\$2,400,674	-\$553,000	\$1,847,674	-\$49,688	\$1,797,986

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2019

	Original FY 2019 Budgets	November Amend'ts	Amended Budgets	February/ March Amend'ts	Amended Budgets	April Proposed Amend'ts	Amended Budgets
Parks & Recreation (Fund #2):							
Recreation Maint. Cost Center							
Personnel	\$1,411,338		\$1,411,338		\$1,411,338		\$1,411,338
Supplies & Expenses	420,850		420,850		\$420,850		420,850
Other Services & Charges	523,287		523,287		\$523,287		523,287
Capital Outlays	886,000		886,000		\$886,000		886,000
Total - Recreation Maint.	\$3,241,475	\$0	\$3,241,475	\$0	\$3,241,475	\$0	\$3,241,475
Recreation Admin.							
Personnel	\$567,470		\$567,470		\$567,470		\$567,470
Supplies & Expenses	105,187		105,187		\$105,187		105,187
Other Services & Charges	462,592		462,592		\$462,592		462,592
Capital Outlays	0		0		\$0		0
Total - Recreation Admin.	\$1,135,249	\$0	\$1,135,249	\$0	\$1,135,249	\$0	\$1,135,249
Kamper Park Zoo							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	0		0		\$0		0
Capital Outlays	0		0		\$0		0
Total - Kamper Park	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Recap - Parks & Recreation Fund:							
Personnel	\$1,978,808	\$0	\$1,978,808	\$0	\$1,978,808	\$0	\$1,978,808
Supplies & Expenses	526,037	0	526,037	0	\$526,037	0	\$526,037
Other Services & Charges	985,879	0	985,879	0	\$985,879	0	\$985,879
Capital Outlays	886,000	0	886,000	0	\$886,000	0	\$886,000
Total - Recreation Maint.	\$4,376,724	\$0	\$4,376,724	\$0	\$4,376,724	\$0	\$4,376,724
Municipal Fire Protection (Fund #5):							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	68,500		68,500		\$68,500		68,500
Other Services & Charges	22,200	45,000	67,200		\$67,200		67,200
Capital Outlays	397,100	-45,000	352,100		\$352,100		352,100
Principal Payments	251,500		251,500		\$251,500		251,500
Interest Payments	15,080		15,080		\$15,080		15,080
Total - Municipal Fire Prot. Fund	\$754,380	\$0	\$754,380	\$0	\$754,380	\$0	\$754,380
Special Streets (Fund #8):							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		\$0
Other Services & Charges	60,000		60,000		\$60,000		60,000
Capital Outlays	0		0		\$0		0
Total - Special Streets	\$60,000	\$0	\$60,000	\$0	\$60,000	\$0	\$60,000
Water & Sewer Operation & Maint. (Fund #9):							
Customer Accounts Cost Center							
Personnel	\$515,724		\$515,724		\$515,724		\$515,724
Supplies & Expenses	42,196		42,196		\$42,196		42,196
Other Services & Charges	150,300		150,300	50,000	\$200,300		200,300
Capital Outlays	34,430	1,938	36,368		\$36,368		36,368
Total - Customer Accounts	\$742,650	\$1,938	\$744,588	\$50,000	\$794,588	\$0	\$794,588
Water Transmission Cost Center							
Personnel	\$839,317		\$839,317		\$839,317		\$839,317
Supplies & Expenses	236,500		236,500		\$236,500		236,500
Other Services & Charges	1,052,515		1,052,515		\$1,052,515		1,052,515
Capital Outlays	55,000		55,000		\$55,000		55,000
Total - Water Trans.	\$2,183,332	\$0	\$2,183,332	\$0	\$2,183,332	\$0	\$2,183,332
Plant Cost Center							
Personnel	\$695,552		\$695,552		\$695,552		\$695,552
Supplies & Expenses	174,900		174,900		\$174,900		174,900
Other Services & Charges	1,206,654		1,206,654		\$1,206,654		1,206,654
Capital Outlays	20,000		20,000		\$20,000		20,000

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2019

	Original FY 2019 Budgets	November Amend'ts	Amended Budgets	February/ March Amend'ts	Amended Budgets	April Proposed Amend'ts	Amended Budgets
Total - Plant	\$2,097,106	\$0	\$2,097,106	\$0	\$2,097,106	\$0	\$2,097,106
Sewer Cost Center							
Personnel	\$677,429		\$677,429		\$677,429		\$677,429
Supplies & Expenses	323,600		323,600		\$323,600		323,600
Other Services & Charges	1,914,500		1,914,500	200,000	\$2,114,500		2,114,500
Capital Outlays	417,000	4,533	421,533		\$421,533		421,533
Total - Sewer	\$3,332,529	\$4,533	\$3,337,062	\$200,000	\$3,537,062	\$0	\$3,537,062
Lagoon Cost Center							
Personnel	\$253,929		\$253,929		\$253,929		\$253,929
Supplies & Expenses	374,100		374,100		\$374,100		374,100
Other Services & Charges	2,714,400		2,714,400		\$2,714,400		2,714,400
Capital Outlays	0		0		\$0		0
Principal Payments	0		0		\$0		0
Interest Payments	0		0		\$0		0
Total - Lagoon Cost Center	\$3,342,429	\$0	\$3,342,429	\$0	\$3,342,429	\$0	\$3,342,429
Recap: Water & Sewer O & M Fund:							
Personnel	\$2,981,951	\$0	\$2,981,951	\$0	\$2,981,951	\$0	\$2,981,951
Supplies & Expenses	1,151,296	0	1,151,296	0	\$1,151,296	0	\$1,151,296
Other Services & Charges	7,038,369	0	7,038,369	250,000	\$7,288,369	0	\$7,288,369
Capital Outlays	526,430	6,471	532,901	0	\$532,901	0	\$532,901
Principal Payments	0	0	0	0	\$0	0	\$0
Interest Payments	0	0	0	0	\$0	0	\$0
Total - Water & Sewer O & M Fund	\$11,698,046	\$6,471	\$11,704,517	\$250,000	\$11,954,517	\$0	\$11,954,517
Water & Sewer Bond & Int. (Fund #10):							
Principal Payments	\$5,159,000		\$5,159,000		\$5,159,000		\$5,159,000
Interest Payments	\$2,352,617		\$2,352,617		\$2,352,617		\$2,352,617
Paying Agent Fees	\$15,000		\$15,000		\$15,000		\$15,000
Total - W & S Bond & Int. Fund	\$7,526,617	\$0	\$7,526,617	\$0	\$7,526,617	\$0	\$7,526,617
Water & Sewer Revenue (Fund #11):							
Principal Payments	\$24,682		\$24,682		\$24,682		\$24,682
Interest Payments	190		190		\$190		190
Other services & charges	81,700		81,700		\$81,700		81,700
Transfers to other funds	21,900,628		21,900,628		\$21,900,628		21,900,628
Total - W & S Revenue Fund	\$22,007,200	\$0	\$22,007,200	\$0	\$22,007,200	\$0	\$22,007,200
1999 Tax Increment (Walmart) Bond & Int (Fund #12):							
Principal Payments	\$0		\$0		\$0		\$0
Interest Payments	0		0		\$0		\$0
Transfers	0		0		\$0		\$0
Paying Agent Fees	0		0		\$0		\$0
Total - 1999 TIF Bond & Int Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City Bond & Interest (Fund #13):							
Principal Payments	\$910,000		\$910,000		\$910,000		\$910,000
Interest Payments	82,100		82,100	557,733	\$639,833		\$639,833
Other Services & Charges	33,000		33,000		\$33,000		\$33,000
Paying Agent Fees	10,000		10,000		\$10,000		\$10,000
Total - 1999 TIF Bond & Int Fund	\$1,035,100	\$0	\$1,035,100	\$557,733	\$1,592,833	\$0	\$1,592,833
USA Yeast Bond & Interest (Fund #15):							
Principal Payments	\$0		\$0		\$0		\$0
Interest Payments	0		0		\$0		0
Transfers Out	0		0		\$0		0
other services & charges	0		0		\$0		0
Total - 1999 TIF Bond & Int Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Police Fines & Forfeitures (Fund #19):							
Personnel	\$0		\$0		\$0		0
Supplies & Expenses	30,000		30,000	131,257	\$161,257		161,257
Other Services & Charges	48,000		48,000		\$48,000		48,000
Capital Outlays	328,000	-6,600	321,400	-117,306	\$204,094		204,094

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2019

	Original FY 2019 Budgets	November Amend'ts	Amended Budgets	February/ March Amend'ts	Amended Budgets	April Proposed Amend'ts	Amended Budgets
Transfers	0		0		\$0		0
Total - Fines & Forf. Fund	\$406,000	-\$6,600	\$399,400	\$13,951	\$413,351	\$0	\$413,351
Series 2002 TIF Bond & Int (Southern Pointe, Fund #20):							
Principal Payments	\$150,000		\$150,000		\$150,000		150,000
Interest Payments	97,000		97,000		\$97,000		97,000
other services & charges	2,000		2,000		\$2,000		2,000
Total - 1999 TIF Bond & Int Fund	\$249,000	\$0	\$249,000	\$0	\$249,000	\$0	\$249,000
Series 2004 TIF Bond & Int (Home Depot, Fund #21):							
Principal Payments	\$0		\$0		\$0		\$0
Interest Payments	0		0		\$0		0
Transfers	0	44	44		\$44		44
other services & charges	0		0		\$0		0
Total - 2004 TIF Bond & Int Fund	\$0	\$44	\$44	\$0	\$44	\$0	\$44
Series 2003 TIF Bond & Int (Chauvet Sq., Fund #22):							
Principal Payments	\$125,000		\$125,000		\$125,000		125,000
Interest Payments	65,800		65,800		\$65,800		65,800
other services & charges	2,000		2,000		\$2,000		2,000
Transfers to other Funds	0		0		\$0		0
Total - 2003 TIF Bond & Int Fund	\$192,800	\$0	\$192,800	\$0	\$192,800	\$0	\$192,800
Series 2007 TIFBond & Int (Turtle Creek Fund 23):							
Principal Payments	390,000		390,000		\$390,000		390,000
Interest Payments	59,730		59,730		\$59,730		59,730
Other Services & Charges	4,000		4,000		\$4,000		4,000
Total - 2007 TIF Bond & Int Fund	\$453,730	\$0	\$453,730	\$0	\$453,730	\$0	\$453,730
Series 2008 TIF Bond & Int (Lincoln Center Fund 24):							
Principal Payments	\$45,000		45,000		\$45,000		45,000
Interest Payments	\$9,800		9,800		\$9,800		9,800
Other Services & Charges	\$1,000		1,000		\$1,000		1,000
Total - 2008 TIF Bond & Int Fund	\$55,800	\$0	\$55,800	\$0	\$55,800	\$0	\$55,800
Series 2011 TIF Bond & Int (Turtle Creek Commons/Kohl's Fund 25):							
Principal Payments	\$80,000		80,000		\$80,000		80,000
Interest Payments	\$12,250		12,250		\$12,250		12,250
Other Services & Charges	\$2,000		2,000		\$2,000		2,000
Total - 2008 TIF Bond & Int Fund	\$94,250	\$0	\$94,250	\$0	\$94,250	\$0	\$94,250
Series 22016 TIF Bond & Int (Whispering Pines Fund 26):							
Principal Payments	\$162,000		162,000		\$162,000		162,000
Interest Payments	\$117,623		117,623		\$117,623		117,623
Other Services & Charges	\$2,000		2,000		\$2,000		2,000
Total - 2008 TIF Bond & Int Fund	\$281,623	\$0	\$281,623	\$0	\$281,623	\$0	\$281,623
Series 2016 TIF Bond & Int (Hburg Clinic Midtown Fund 28):							
Principal Payments	\$47,000		47,000		\$47,000		47,000
Interest Payments	\$28,485		28,485		\$28,485		28,485
Other Services & Charges			0		\$0		0
Total - 2008 TIF Bond & Int Fund	\$75,485	\$0	\$75,485	\$0	\$75,485	\$0	\$75,485
Airport Imp. (Fund #39):							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	0		0		\$0		0
Capital Outlays	932,765	-658,050	274,715	1,182,000	\$1,456,715		1,456,715
Total - Airport Imp. Fund	\$932,765	-\$658,050	\$274,715	\$1,182,000	\$1,456,715	\$0	\$1,456,715
Series 2015A TIF Bond & Int (The Ridge at Turtle Creek) (Fund #50)							
Principal Payments	61000		61,000		61,000		61,000
Interest Payments	59263		59,263		59,263		59,263
Paying Agent Fees	1940		1,940		1,940		1,940

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2019

	Original FY 2019 Budgets	November Amend'ts	Amended Budgets	February/ March Amend'ts	Amended Budgets	April Proposed Amend'ts	Amended Budgets
Other Services & Charges	0		0		0		0
Total - 2007 G.O.Refunding	\$ 122,203	\$ -	\$ 122,203	\$ -	\$ 122,203	\$ -	\$ 122,203
Series 2015B TIF Bond & Int (Midtown Market)							
(Fund #51)							
Principal Payments	10000		10,000		10,000		10,000
Interest Payments	10175		10,175		10,175		10,175
Paying Agent Fees	2000		2,000		2,000		2,000
Other Services & Charges			0		0		0
Total - 2007 G.O.Refunding	\$ 22,175	\$ -	\$ 22,175	\$ -	\$ 22,175	\$ -	\$ 22,175
Municipal Road & Bridge (Fund #72):							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		0		0
Other Services & Charges	1,640,800		1,640,800		\$1,640,800		\$1,640,800
Capital Outlays	5,373,230	-1,368,075	4,005,155		\$4,005,155		\$4,005,155
Principal	0		0		\$0		\$0
Interest	0		0		\$0		\$0
Total - Municipal Road & Bridge	\$7,014,030	-\$1,368,075	\$5,645,955	\$0	\$5,645,955	\$0	\$5,645,955
Mass Transit (Fund #73):							
Personnel	\$1,116,146		\$1,116,146		\$1,116,146		\$1,116,146
Supplies & Expenses	197,400		197,400		\$197,400		\$197,400
Other Services & Charges	436,450	25,212	461,662		\$461,662		\$461,662
Capital Outlays	2,806,880	121,076	2,927,956		\$2,927,956		\$2,927,956
Total - Mass Transit Fund	\$4,556,876	\$146,288	\$4,703,164	\$0	\$4,703,164	\$0	\$4,703,164
Water & Sewer Construction (Fund #75):							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	1,400,000		1,400,000		\$1,400,000		1,400,000
Transfers							0
Capital Outlays	3,679,144	-611,377	3,067,767		\$3,067,767		3,067,767
Total - W & S Construction Fund	\$5,079,144	-\$611,377	\$4,467,767	\$0	\$4,467,767	\$0	\$4,467,767
Community Centers (Fund #77):							
Personnel	\$594,834	\$32,696	\$627,530		\$627,530		627,530
Supplies & Expenses	67,750	-100	67,650		\$67,650		67,650
Other Services & Charges	177,877		177,877		\$177,877		177,877
Capital Outlays	130,000	100	130,100		\$130,100		130,100
Total - Community Centers Fund	\$970,461	\$32,696	\$1,003,157	\$0	\$1,003,157	\$0	\$1,003,157
Community Dev. Block Grant (Fund #82):							
Personnel	\$208,083		\$208,083		\$208,083		208,083
Supplies & Expenses	4,600		4,600		\$4,600		4,600
Other Services & Charges	87,572		87,572		\$87,572		87,572
Capital Outlays	1,336,292	-88,188	1,248,104		\$1,248,104		1,248,104
Transfers	0		0		\$0		0
Total - CDBG Fund	\$1,636,547	-\$88,188	\$1,548,359	\$0	\$1,548,359	\$0	\$1,548,359
Series 2009 G.O. Bonds - AMR Project (Fund #78)							
Supplies	\$0		0		\$0		0
Other Services & Charges	\$0		0		\$0		0
Transfers Out	\$0		0		\$0		0
Capital Outlay	0		0		\$0		0
Total - Series 2009 G.O. Bonds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Public Safety/Recreation Construction (Fund #88):							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	247,000	100,000	347,000	605,000	\$952,000		952,000
Capital Outlays	0	137,232	137,232	30,974,394	\$31,111,626		31,111,626
Transfers to other Funds	0		0	1,254,898	\$1,254,898		1,254,898
Total - Series 2002 Const. Fund	\$247,000	\$237,232	\$484,232	\$32,834,292	\$33,318,524	\$0	\$33,318,524

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2019

	Original FY 2019 Budgets	November Amend'ts	Amended Budgets	February/ March Amend'ts	Amended Budgets	April Proposed Amend'ts	Amended Budgets
MDA Energy Efficiency Capital Projects (Fund 89):							
Personnel	\$0		\$0		\$0		0
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	0		0		\$0		0
Capital Outlays	0	200,798	200,798		\$200,798		200,798
Transfers	0		0		\$0		0
Total - Series 2004 Const. Fund	\$0	\$200,798	\$200,798	\$0	\$200,798	\$0	\$200,798

Series 2008 G.O. Note (Downtown Lighting)(Fund # 90):

Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	0		0		\$0		0
Capital Outlays	0		0		\$0		0
Transfers	0		0		\$0		0
Total - Series 2004 Const. Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0

TIF Construction (Fund # 91):

Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	0		0	64,484	\$64,484		64,484
Capital Outlays	0		0	685,516	\$685,516		685,516
Transfers	0		0		\$0		0
Total - Series 2004 Const. Fund	\$0	\$0	\$0	\$750,000	\$750,000	\$0	\$750,000

Series 2001 G.O. Bond Construction (Fund # 95):

Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	0		0		\$0		0
Capital Outlays	0		0		\$0		0
Transfers	0		0		\$0		0
Total - Series 2001 Const. Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Mississippi Dev. Bank Construction (Fund # 96):

Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	0		0		\$0		0
Transfers	0		0		\$0		0
Capital Outlays	0		0		\$0		0
Total - MDB Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Kamper Park Imp. (Fund #98):

Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	0		0		\$0		0
Capital Outlays	2,255	-4	2,251		\$2,251		2,251
Total - Kamper Park Imp. Fund	\$2,255	-\$4	\$2,251	\$0	\$2,251	\$0	\$2,251

Series 2010 Water & Sewer G.O. Constr. (Fund #99):

Personnel					\$0		
Supplies & Expenses					\$0		
Other Services & Charges			0		\$0		0
Capital Outlay	\$0		0		\$0		0
Transfers out	\$0		0		\$0		\$0
Total - Series 2010 Constr.	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Series 2013 Water & Sewer Revenue Constr. (Fund #105):

Personnel			0		\$0		0
Supplies & Expenses			0		\$0		0
Other Services & Charges			0		\$0		0
Capital Outlay	\$352,886	\$384	353,270		\$353,270	\$1,500	354,770
Transfers			0		\$0		0
Total - Series 2013 Constr.	\$352,886	\$384	\$353,270	\$0	\$353,270	\$1,500	\$354,770

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2019

	Original FY 2019 Budgets	November Amend'ts	Amended Budgets	February/ March Amend'ts	Amended Budgets	April Proposed Amend'ts	Amended Budgets
Series 2016 Water & Sewer Taxable Bonds Constr. (Fund #93):							
Personnel			0		\$0		0
Supplies & Expenses			0		\$0		0
Other Services & Charges	\$344,917		344,917		\$344,917		344,917
Capital Outlay	\$18,755,083	\$682,772	19,437,855		\$19,437,855		19,437,855
Transfers			0		\$0		0
Total - Series 2016 Constr.	\$19,100,000	\$682,772	\$19,782,772	\$0	\$19,782,772	\$0	\$19,782,772

Series 2012 Water & Sewer Const. (Fund #94):							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	0		0		\$0		0
Capital Outlays	0		0		\$0		0
Transfers Out	0	62	62		\$62		62
Total - Series 2012 Const.	\$0	\$62	\$62	\$0	\$62	\$0	\$62

GRAND TOTAL - FUNDS OTHER THAN THE GENERAL FUND	\$89,303,097	-\$1,425,547	\$87,877,550	\$35,587,976	\$123,465,526	\$1,500	\$123,467,026
General Fund	\$56,367,476	-\$65,584	\$56,301,892	\$553,100	\$56,854,992	\$51,936	\$56,906,928
TOTAL EXPENDITURES & TRANSFERS	\$145,670,573	-\$1,491,131	\$144,179,442	\$36,141,076	\$180,320,518	\$53,436	\$180,373,954
Less: Interfund Transfers	-25,430,628	-106	-25,430,734	-1,254,898	-26,685,632	0	-26,685,632
TOTAL EXPENDITURES	\$120,239,945	-\$1,491,237	\$118,748,708	\$34,886,178	\$153,634,886	\$53,436	\$153,688,322

Recap of City-Wide Expenditure Budgets:							
Personnel	\$39,540,657	-\$98,490	\$39,442,167	-\$45,545	\$39,396,622	-\$10,318	\$39,386,304
Supplies & Expenses	\$5,041,797	\$17,801	\$5,059,598	\$131,357	\$5,190,955	\$22,986	\$5,213,941
Other Services & Charges	\$25,509,350	\$378,363	\$25,887,713	\$1,507,929	\$27,395,642	\$16,318	\$27,411,960
Capital Outlays	\$37,585,391	-\$1,788,911	\$35,796,480	\$32,734,704	\$68,531,184	\$24,450	\$68,555,634
Principal Payments	9,211,702	0	9,211,702	0	9,211,702	0	9,211,702
Interest Payments	3,351,048	0	3,351,048	557,733	3,908,781	0	3,908,781
Total Expenditure Budgets	\$120,239,945	-\$1,491,237	\$118,748,708	\$34,886,178	\$153,634,886	\$53,436	\$153,688,322

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of April, 2019, the following Resolution:

RESOLUTION 2019-127

WHEREAS, the Mayor and City Council of the City of Hattiesburg, Mississippi, have determined that expenditures within the City will exceed the original budget appropriation; and

WHEREAS, the additional appropriation needed is in excess of ten percent (10%) of the original appropriation, and in accordance with Section 21-35-25 of the Mississippi Code of 1972, as amended, shall be published;

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

Section 1. That the following budget amendments are hereby authorized to be made in the City’s General Fund Economic Development Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$255,000	\$161,245	\$416,245	Adjust budget savings for special projects

Section 5. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage, but nevertheless to be published according to law.

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

<u>YEAS:</u>	<u>NAYS:</u>	<u>ABSENT:</u>
George	None	None
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of April, 2019.

(SEAL)

ATTEST:

ADOPTED:

Ronda S. Coen
CLERK OF COUNCIL

G. C. Cull
COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 2nd day of April, 2019.

ATTEST:

APPROVED:

K. S. S.
CITY CLERK

July B.
MAYOR

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: 296 Published 1 times

Date 1st Published: Apr 11 Amt: 35.52

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 35.52

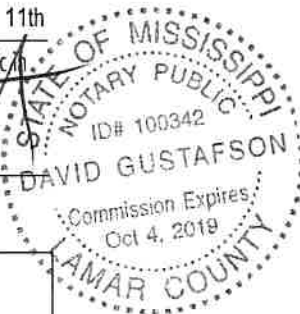
Proof of Publication Fee: 3.00

TOTAL: 38.52

(signed) Yvette Barritt
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 11th
day of April, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) David Gustafson



FOR OFFICE USE ONLY:

- ☐ Em P: 04/05
- ☐ App: 04/05
- ☐ File Name: CoH - Resolution 2019-127
- ☐ Invoice #: 93582
- ☐ Inv. Crt/Mld: Apr 5
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF RESOLUTION

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of April, 2019, the following Resolution:

RESOLUTION 2019-127

WHEREAS, the Mayor and City Council of the City of Hattiesburg, Mississippi, have determined that expenditures within the City will exceed the original budget appropriation; and

WHEREAS, the additional appropriation needed is in excess of ten percent (10%) of the original appropriation, and in accordance with Section 21-35-25 of the Mississippi Code of 1972, as amended, shall be published;

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

Section 1. That the following budget amendments are hereby authorized to be made in the City's General Fund Economic Development Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE
\$255,000

CUMULATIVE AMENDMENTS
\$161,245

AMENDED BUDGET
\$416,245

DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED

Adjust budget savings for special projects

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage, but nevertheless to be published according to law.

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

YEAS: NAYS: ABSENT:
George None - None
Delgado
Carroll
Dryden
Brown

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of April, 2019.

ATTEST:
/s/ Ronda S. Cole
CLERK OF COUNCIL

ADOPTED:
/s/ Carter Carroll
COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 2nd day of April, 2019.

ATTEST:
/s/ Kemas Eaton
CITY CLERK

APPROVED:
/s/ Toby Barker
MAYOR

Published April 11, 2019.



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2019-268

File ID: 2019-268

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Ann Jones

File Created: 03/28/2019

Brief Title: Adopt a Resolution approving the form of and authorizing the execution of an Interlocal Agreement between Forrest County and the City of Hattiesburg in connection with the City's Tax Increment Limited Obligation Bonds for the Elam Arms Development Project

Final Action: 04/02/2019

Minute Book Number: MB 2019-87

Title:

Adopt a Resolution approving the form of and authorizing the execution of an Interlocal Agreement between Forrest County and the City of Hattiesburg in connection with the City's Tax Increment Limited Obligation Bonds (Elam Arms Development Project) to facilitate the implementation and development of the Elam Arms Development Project; and for related purposes.

Notes:

Agenda Date: 04/02/2019

Indexes:

Agenda Number: V.-5

Sponsors:

Enactment Date:

Attachments: Resolution TIF Bonds (Elam Arms) (2019) (169345) - City Resolution Approving Interlocal Agreement_April 2019, Elam Arms Development TIF Interlocal Agreement_Forrest County_April 2019, Executed Resolution #2019-128 aproving Interlocal Agreement wForrest County for Elam Arms Development Project

Enactment Number:

Contact:

Meeting Date: 04/02/2019

Drafter: Ann Jones

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/02/2019	Adopt				Pass

Action Text: A MOTION was made by Council Member George and seconded by Council Member Brown to Adopt a Resolution (#2019-128) approving the form of and authorizing the execution of an Interlocal Agreement between Forrest County and the City of Hattiesburg in connection with the City's Tax Increment Limited Obligation Bonds (Elam Arms Development Project) to facilitate the implementation and development of the Elam Arms Development Project; and for related purposes.

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

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

Nays: 0

Yea: 5 Council Member George
 Council Member Delgado
 Council President Carroll
 Council Vice President Dryden
 Council Member Brown

Text of Legislative File 2019-268

Title

Adopt a Resolution approving the form of and authorizing the execution of an Interlocal Agreement between Forrest County and the City of Hattiesburg in connection with the City's Tax Increment Limited Obligation Bonds (Elam Arms Development Project) to facilitate the implementation and development of the Elam Arms Development Project; and for related purposes.

Summary

Adopt Resolution and Authorize execution of an Interlocal Agreement between Forrest County and the City of Hattiesburg

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY"), APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORREST COUNTY, MISSISSIPPI (THE "COUNTY"), AND THE CITY (THE "INTERLOCAL AGREEMENT") IN CONNECTION WITH THE CITY'S TAX INCREMENT LIMITED OBLIGATION BONDS (ELAM ARMS DEVELOPMENT PROJECT) TO FACILITATE THE IMPLEMENTATION AND DEVELOPMENT OF THE ELAM ARMS DEVELOPMENT PROJECT; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and City Council of the City of Hattiesburg, Mississippi (the "Governing Body" of the "City"), hereby finds, determines, adjudicates and declares as follows:

WHEREAS, on June 21, 2016, the City approved and adopted an amendment to the City's Tax Increment Financing Plan Midtown Hattiesburg Project, City of Hattiesburg, Mississippi February 2016 for the Elam Arms Development, February 2016 (the "City TIF Plan"). On June 20, 2016, the County approved an amendment to the County's Tax Increment Financing Plan Midtown Hattiesburg for the Elam Arms Development, February 2016 (the "County TIF Plan") (the City TIF Plan and County TIF Plan, as same from time to time may be amended, collectively referred to hereinafter as the "TIF Plans"). The TIF Plans provide for the City to issue an aggregate not to exceed the principal amount of \$9,000,000 Tax Increment Limited Obligation Bonds of the City in one or more series (the "Bonds") to fund certain Infrastructure Improvements described in the TIF Plans and further to provide for the City's and County's joint and mutual pledge and division of the incremental increase in tax revenues generated by the development and redevelopment within the Tax Increment Financing District defined in the TIF Plans as security for the Bonds; and

WHEREAS, the City and County desire to enter into an Interlocal Agreement (the "Interlocal Agreement"), attached hereto as **EXHIBIT A**, for the implementation of the TIF Plans and funding the infrastructure improvements as defined in the TIF Plans and as authorized under Chapter 45 of Title 21, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "Act"); and

WHEREAS, pursuant to the Interlocal Agreement, the City and the County shall contract with each other for the joint and cooperative action relating to the financing for the construction of the Infrastructure Improvements and to jointly pledge revenues to fund the debt service of any such indebtedness incurred pursuant to the Act, with the County's total responsibility being limited to those amounts as set forth in the Interlocal Agreement; and

WHEREAS, said Interlocal Agreement is necessary to facilitate implementation of the TIF Plans.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. That the Governing Body of the City does hereby approve the Interlocal Agreement in the form attached hereto as **EXHIBIT A**, and does hereby authorize the Mayor and City Clerk to execute the Interlocal Agreement attached hereto, for and on behalf of the City.

SECTION 2. Following approval by the County, counsel to the City and/or bond counsel is authorized and directed to file for approval the Interlocal Agreement with the Mississippi Attorney General and to effect such other filings as may be required by the Act.

SECTION 3. All orders, resolutions or proceedings of this Governing Body in conflict with the provisions of this resolution shall be and are hereby appealed, rescinded and set aside, but only to the extent of such conflict, if any.

SECTION 4. For cause, this resolution shall become effective immediately upon adoption thereof.

Motion by Councilperson _____ seconded by Councilperson _____.

Yea: _____

Nay: _____

Absent: _____

PRESIDENT, CITY COUNCIL
CITY OF HATTIESBURG, MISSISSIPPI

ATTESTED AND SUBMITTED TO THE MAYOR BY THE CLERK OF THE COUNCIL
ON April 2, 2019.

CLERK OF THE COUNCIL

APPROVE (____) **DATE:** _____

VETO: (____) **DATE:** _____

ATTEST:

CLERK
CITY OF HATTIESBURG, MISSISSIPPI

MAYOR
CITY OF HATTIESBURG, MISSISSIPPI

(SEAL)

EXHIBIT A
INTERLOCAL AGREEMENT

INTERLOCAL COOPERATION AGREEMENT

Elam Arms Development TIF Project

THIS AGREEMENT is made by and between FORREST COUNTY, MISSISSIPPI (the "County"), a political subdivision of the State of Mississippi, acting by and through its duly elected and serving Board of Supervisors, and the CITY OF HATTIESBURG, MISSISSIPPI (the "City"), a municipal corporation of the State of Mississippi, acting by and through its duly elected and serving Mayor and City Council.

WITNESSETH:

WHEREAS, the City and County are authorized pursuant to §§ 21-45-1 et seq., Mississippi Code of 1972, as amended (the "Act"), to contract with each other for joint and cooperative action relating to the financing for the construction of infrastructure improvements and facilities and to jointly pledge revenues to fund the debt service of any such indebtedness incurred pursuant to the Act; and

WHEREAS, Midtown Investors, LLC, a Mississippi limited liability company (the "Developer") requested the City and County to participate in the construction of a Redevelopment Project (as defined in the Act) in conjunction with the City's Tax Increment Financing Plan Midtown Hattiesburg, as amended June 21, 2016 for the Elam Arms Development, City of Hattiesburg, Mississippi, February 2016 (the "City TIF Plan") and the County's Tax Increment Financing Plan Midtown Hattiesburg, as amended June 20, 2016 for the Elam Arms Development, Forrest County, Mississippi, February 2016 (the "County TIF Plan" together with the City TIF Plan, the "TIF Plans") by issuing tax increment limited obligation bonds in principal amount of up to \$9,000,000 for a term of up to fifteen (15) years, a portion of the proceeds of which will be used to pay the costs of constructing infrastructure improvements necessary for the Redevelopment Project as described in the TIF Plans and as authorized pursuant to the Act; and

WHEREAS, pursuant to the TIF Plans, the City entered into a Development and Reimbursement Agreement with the Developer, dated December 6, 2016, (the "Development Agreement"), memorializing the Developer's agreement to construct the infrastructure improvements and complete the Redevelopment Project and the City's intent, acting in concert with the County, to issue tax increment limited obligation bonds in principal amount of not to exceed \$9,000,000 for a term of up to fifteen (15) years (the "Bonds"), in one or more series, subject to the conditions set forth in the Development Agreement, in order to fund all or a part of the costs of the Infrastructure Improvements (as defined in the TIF Plans and the Development Agreement and subject to those conditions stated in the Development Agreement) all as are authorized by the Act and as described in the TIF Plans (the TIF Plans and the Development Agreement being hereafter referred to, collectively, as the "TIF Documents"); and

WHEREAS, the City and the County, in accordance with the TIF Documents, desire to, and hereby do, enter into this Interlocal Cooperation Agreement ("this Agreement") wherein the City agrees to issue the Bonds and pledge certain incremental increases in sales tax rebates generated by the Redevelopment Project and the City and County agree to pledge certain incremental increases in real and personal

property ad valorem tax revenue (excluding school taxes) and payments in lieu of taxes, if applicable, generated by the Redevelopment Project as security for debt service on the Bonds issued by the City for purposes of reimbursing the Developer for part of the costs of the Infrastructure Improvements as defined in the TIF Documents.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the above and the mutual covenants and promises contained herein, the City and the County do hereby agree as follows:

1. DURATION: This Agreement shall be in force and effect until the Bonds, including any bonds issued for purposes of refunding the Bonds, issued by the City under the TIF Documents are paid in full.

2. PURPOSE: The purpose of this Agreement is to define the responsibilities of the City and County with respect to the development and redevelopment of the TIF District as described and set forth in the TIF Documents and the financing of certain of the Infrastructure Improvements in connection thereto.

3. STATUTORY AUTHORITY: The City and County are authorized to fulfill the terms of this Agreement under the authority of §§ 21-45-1 et seq., Mississippi Code of 1972, as amended.

4. REDEVELOPMENT PROJECT: Shall include, but not be limited to, the "Elam Arms Development" as described in the TIF Plans, which includes a 100 plus room full service luxury hotel and standalone restaurant; 25,000 square feet of phase I retail space and 35,000 square feet in phase II; 3 additional restaurants during phase I; a luxury apartment complex; and additional land for future development within the TIF District all as defined in the TIF Documents.

5. THE INFRASTRUCTURE IMPROVEMENTS: Shall consist of the Redevelopment Project related Infrastructure Improvements as defined in the TIF Documents including, but are not necessarily limited to, installation of utilities such as water and sanitary sewer, and natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curb and gutter; construction of public and private parking facilities, sidewalks; fire protection; installation of traffic signalization and signage; grading, lighting and landscaping of rights-of-way; purchase of rights-of-way necessary for the installation of the infrastructure improvements described hereinabove; capitalized interest; engineering; TIF Plan preparation fees; other incidental costs; and related professional fees as identified in the TIF Documents.

6. ADMINISTRATION: This Agreement shall be administered as a joint undertaking of the County and City. A separate entity is not created under this Agreement.

(1) The City shall have the following obligations and responsibilities:

a. The City is designated as the legal entity assigned the responsibility for administration of this joint undertaking, and the City Clerk is hereby designated as the officer to receive, disburse and account for the funds of the undertaking in the manner prescribed by law.

b. The City shall provide documentation to the County for any expenditures made with respect to this Agreement.

c. The City will employ best efforts to cooperate with the Developer, its successors and/or assigns to process and timely issue permits, approve plans and effect consideration of and/or performing and/or taking such other actions as may facilitate and/or support the Developer in completing the Redevelopment Project. The City will affect such procedures with respect to the sale and issuance of the Bonds, including, without limitation, the adoption of appropriate resolutions and such other procedures and documents as may be required by the Act.

d. Subject to the City's verification of the lawfully available Tax Increment (as defined herein below) available to the City under the TIF Plans and this Interlocal Agreement; and inspection of the Infrastructure Improvements as defined in the TIF Documents to verify that they have been completed in accordance with the City's standards, codes and resolutions; the City will use all reasonable efforts to sell and issue the Bonds, in one or more series, in an aggregate amount not to exceed (\$9,000,000), pursuant to the terms of the Act on such terms, conditions and rates of interest as shall be mutually agreeable to the City and to the purchaser of the Bonds; provided, however, that no series of the Bonds will be sold and issued until such time as the Developer has complied with the prerequisites to issuance set forth in the TIF Documents.

e. Payment of the principal and interest on the Bonds will be secured and provided for by a pledge from the City and County of the Tax Increment as defined herein below. The "City Share" shall mean (i) the incremental increases in sales tax rebates as defined by the Act generated to the City by the Elam Arms Development properties and, (ii) the incremental increase in real and personal property ad valorem tax revenue (excluding school taxes) and payments in lieu of taxes, if applicable, generated by the Elam Arms Development properties to the City. The "County Share" shall mean the incremental increase in real and personal property ad valorem tax revenue (excluding school taxes) and payments in lieu of taxes, if applicable, generated by the Elam Arms Development properties to the County. As used herein and in this Agreement, "Tax Increment" shall mean the "City Share" and the "County Share".

f. Costs of issuance for the Bonds including, but not limited to, the fees and expenses of the City, will be paid from the proceeds of the Bonds.

g. The City shall provide for the timely payment of debt service relating to the Bonds utilizing the lawfully available Tax Increment, including the City Share and the County Share.

(2) The County shall have the following obligations and responsibilities:

a. As set forth in the TIF Documents and this Agreement, the County shall pledge the County Share of the Tax Increment as security for the Bonds.

b. The County hereby agrees to execute any security instruments consistent with this Agreement as may be reasonably necessary and required by the City's Bond Resolution for the issuance of each series of the Bonds, including any refunding of the Bonds.

c. The County shall provide for the timely payment of the County Share to the City Clerk so as to enable the City to make timely payment of debt service relating to the Bonds as set forth herein.

5. AMENDMENT: This Agreement may be amended by mutual written consent of the County and the City.

6. EFFECTIVE DATE: This Agreement shall become effective from and after the date it has been approved by the governing authorities of the County and City and executed by the parties hereto using multiple counterparts.

THIS AGREEMENT ENTERED into this the 2nd day of April, 2019.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____

Mayor

ATTEST:

By: _____

City Clerk

FORREST COUNTY, MISSISSIPPI

By: _____

President, Board of Supervisors

ATTEST:

Chancery Clerk

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of April, 2019, the following Resolution:

RESOLUTION 2019-128

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY"), APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORREST COUNTY, MISSISSIPPI (THE "COUNTY"), AND THE CITY (THE "INTERLOCAL AGREEMENT") IN CONNECTION WITH THE CITY'S TAX INCREMENT LIMITED OBLIGATION BONDS (ELAM ARMS DEVELOPMENT PROJECT) TO FACILITATE THE IMPLEMENTATION AND DEVELOPMENT OF THE ELAM ARMS DEVELOPMENT PROJECT; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and City Council of the City of Hattiesburg, Mississippi (the "Governing Body" of the "City"), hereby finds, determines, adjudicates and declares as follows:

WHEREAS, on June 21, 2016, the City approved and adopted an amendment to the City's Tax Increment Financing Plan Midtown Hattiesburg Project, City of Hattiesburg, Mississippi February 2016 for the Elam Arms Development, February 2016 (the "City TIF Plan"). On June 20, 2016, the County approved an amendment to the County's Tax Increment Financing Plan Midtown Hattiesburg for the Elam Arms Development, February 2016 (the "County TIF Plan") (the City TIF Plan and County TIF Plan, as same from time to time may be amended, collectively referred to hereinafter as the "TIF Plans"). The TIF Plans provide for the City to issue an aggregate not to exceed the principal amount of \$9,000,000 Tax Increment Limited Obligation Bonds of the City in one or more series (the "Bonds") to fund certain Infrastructure Improvements described in the TIF Plans and further to provide for the City's and County's joint and mutual pledge and division of the incremental increase in tax revenues generated by the development and redevelopment within the Tax Increment Financing District defined in the TIF Plans as security for the Bonds; and

WHEREAS, the City and County desire to enter into an Interlocal Agreement (the "Interlocal Agreement"), attached hereto as **EXHIBIT A**, for the implementation of the TIF Plans and funding the infrastructure improvements as defined in the TIF Plans and as authorized under Chapter 45 of Title 21, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "Act"); and

WHEREAS, pursuant to the Interlocal Agreement, the City and the County shall contract with each other for the joint and cooperative action relating to the financing for the construction of the Infrastructure Improvements and to jointly pledge revenues to fund the debt service of any such indebtedness incurred pursuant to the Act, with the County's total responsibility being limited to those amounts as set forth in the Interlocal Agreement; and

WHEREAS, said Interlocal Agreement is necessary to facilitate implementation of the TIF Plans.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. That the Governing Body of the City does hereby approve the Interlocal Agreement in the form attached hereto as **EXHIBIT A**, and does hereby authorize the Mayor and City Clerk to execute the Interlocal Agreement attached hereto, for and on behalf of the City.

SECTION 2. Following approval by the County, counsel to the City and/or bond counsel is authorized and directed to file for approval the Interlocal Agreement with the Mississippi Attorney General and to effect such other filings as may be required by the Act.

SECTION 3. All orders, resolutions or proceedings of this Governing Body in conflict with the provisions of this resolution shall be and are hereby appealed, rescinded and set aside, but only to the extent of such conflict, if any.

SECTION 4. For cause, this resolution shall become effective immediately upon adoption thereof.

The foregoing Resolution having been reduced to writing, the same was introduced by Council Member George, seconded by Council Member Brown and was adopted by the following vote, to-wit:

<u>YEAS:</u>	<u>NAYS:</u>	<u>ABSENT:</u>
George	None	None
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of April, 2019.

(S E A L)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 2nd day of April, 2019.

ATTEST:


CITY CLERK

APPROVED:


MAYOR

EXHIBIT A
INTERLOCAL AGREEMENT

46390932.v1

INTERLOCAL COOPERATION AGREEMENT

Elam Arms Development TIF Project

THIS AGREEMENT is made by and between **FORREST COUNTY, MISSISSIPPI** (the "County"), a political subdivision of the State of Mississippi, acting by and through its duly elected and serving Board of Supervisors, and the **CITY OF HATTIESBURG, MISSISSIPPI** (the "City"), a municipal corporation of the State of Mississippi, acting by and through its duly elected and serving Mayor and City Council.

WITNESSETH:

WHEREAS, the City and County are authorized pursuant to §§ 21-45-1 et seq., Mississippi Code of 1972, as amended (the "Act"), to contract with each other for joint and cooperative action relating to the financing for the construction of infrastructure improvements and facilities and to jointly pledge revenues to fund the debt service of any such indebtedness incurred pursuant to the Act; and

WHEREAS, Midtown Investors, LLC, a Mississippi limited liability company (the "Developer") requested the City and County to participate in the construction of a Redevelopment Project (as defined in the Act) in conjunction with the City's Tax Increment Financing Plan Midtown Hattiesburg, as amended June 21, 2016 for the Elam Arms Development, City of Hattiesburg, Mississippi, February 2016 (the "City TIF Plan") and the County's Tax Increment Financing Plan Midtown Hattiesburg, as amended June 20, 2016 for the Elam Arms Development, Forrest County, Mississippi, February 2016 (the "County TIF Plan" together with the City TIF Plan, the "TIF Plans") by issuing tax increment limited obligation bonds in principal amount of up to \$9,000,000 for a term of up to fifteen (15) years, a portion of the proceeds of which will be used to pay the costs of constructing infrastructure improvements necessary for the Redevelopment Project as described in the TIF Plans and as authorized pursuant to the Act; and

WHEREAS, pursuant to the TIF Plans, the City entered into a Development and Reimbursement Agreement with the Developer, dated December 6, 2016, (the "Development Agreement"), memorializing the Developer's agreement to construct the infrastructure improvements and complete the Redevelopment Project and the City's intent, acting in concert with the County, to issue tax increment limited obligation bonds in principal amount of not to exceed \$9,000,000 for a term of up to fifteen (15) years (the "Bonds"), in one or more series, subject to the conditions set forth in the Development Agreement, in order to fund all or a part of the costs of the Infrastructure Improvements (as defined in the TIF Plans and the Development Agreement and subject to those conditions stated in the Development Agreement) all as are authorized by the Act and as described in the TIF Plans (the TIF Plans and the Development Agreement being hereafter referred to, collectively, as the "TIF Documents"); and

WHEREAS, the City and the County, in accordance with the TIF Documents, desire to, and hereby do, enter into this Interlocal Cooperation Agreement ("this Agreement") wherein the City agrees to issue the Bonds and pledge certain incremental increases in sales tax rebates generated by the Redevelopment Project and the City and County agree to pledge certain incremental increases in real and personal

property ad valorem tax revenue (excluding school taxes) and payments in lieu of taxes, if applicable, generated by the Redevelopment Project as security for debt service on the Bonds issued by the City for purposes of reimbursing the Developer for part of the costs of the Infrastructure Improvements as defined in the TIF Documents.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the above and the mutual covenants and promises contained herein, the City and the County do hereby agree as follows:

1. **DURATION:** This Agreement shall be in force and effect until the Bonds, including any bonds issued for purposes of refunding the Bonds, issued by the City under the TIF Documents are paid in full.

2. **PURPOSE:** The purpose of this Agreement is to define the responsibilities of the City and County with respect to the development and redevelopment of the TIF District as described and set forth in the TIF Documents and the financing of certain of the Infrastructure Improvements in connection thereto.

3. **STATUTORY AUTHORITY:** The City and County are authorized to fulfill the terms of this Agreement under the authority of §§ 21-45-1 et seq., Mississippi Code of 1972, as amended.

4. **REDEVELOPMENT PROJECT:** Shall include, but not be limited to, the "Elam Arms Development" as described in the TIF Plans, which includes a 100 plus room full service luxury hotel and standalone restaurant; 25,000 square feet of phase I retail space and 35,000 square feet in phase II; 3 additional restaurants during phase I; a luxury apartment complex; and additional land for future development within the TIF District all as defined in the TIF Documents.

5. **THE INFRASTRUCTURE IMPROVEMENTS:** Shall consist of the Redevelopment Project related Infrastructure Improvements as defined in the TIF Documents including, but are not necessarily limited to, installation of utilities such as water and sanitary sewer, and natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curb and gutter; construction of public and private parking facilities, sidewalks; fire protection; installation of traffic signalization and signage; grading, lighting and landscaping of rights-of-way; purchase of rights-of-way necessary for the installation of the infrastructure improvements described hereinabove; capitalized interest; engineering; TIF Plan preparation fees; other incidental costs; and related professional fees as identified in the TIF Documents.

6. **ADMINISTRATION:** This Agreement shall be administered as a joint undertaking of the County and City. A separate entity is not created under this Agreement.

(1) The City shall have the following obligations and responsibilities:

a. The City is designated as the legal entity assigned the responsibility for administration of this joint undertaking, and the City Clerk is hereby designated as the officer to receive, disburse and account for the funds of the undertaking in the manner prescribed by law.

b. The City shall provide documentation to the County for any expenditures made with respect to this Agreement.

c. The City will employ best efforts to cooperate with the Developer, its successors and/or assigns to process and timely issue permits, approve plans and effect consideration of and/or performing and/or taking such other actions as may facilitate and/or support the Developer in completing the Redevelopment Project. The City will affect such procedures with respect to the sale and issuance of the Bonds, including, without limitation, the adoption of appropriate resolutions and such other procedures and documents as may be required by the Act.

d. Subject to the City's verification of the lawfully available Tax Increment (as defined herein below) available to the City under the TIF Plans and this Interlocal Agreement; and inspection of the Infrastructure Improvements as defined in the TIF Documents to verify that they have been completed in accordance with the City's standards, codes and resolutions; the City will use all reasonable efforts to sell and issue the Bonds, in one or more series, in an aggregate amount not to exceed (\$9,000,000), pursuant to the terms of the Act on such terms, conditions and rates of interest as shall be mutually agreeable to the City and to the purchaser of the Bonds; provided, however, that no series of the Bonds will be sold and issued until such time as the Developer has complied with the prerequisites to issuance set forth in the TIF Documents.

e. Payment of the principal and interest on the Bonds will be secured and provided for by a pledge from the City and County of the Tax Increment as defined herein below. The "City Share" shall mean (i) the incremental increases in sales tax rebates as defined by the Act generated to the City by the Elam Arms Development properties and, (ii) the incremental increase in real and personal property ad valorem tax revenue (excluding school taxes) and payments in lieu of taxes, if applicable, generated by the Elam Arms Development properties to the City. The "County Share" shall mean the incremental increase in real and personal property ad valorem tax revenue (excluding school taxes) and payments in lieu of taxes, if applicable, generated by the Elam Arms Development properties to the County. As used herein and in this Agreement, "Tax Increment" shall mean the "City Share" and the "County Share".

f. Costs of issuance for the Bonds including, but not limited to, the fees and expenses of the City, will be paid from the proceeds of the Bonds.

g. The City shall provide for the timely payment of debt service relating to the Bonds utilizing the lawfully available Tax Increment, including the City Share and the County Share.

(2) The County shall have the following obligations and responsibilities:

a. As set forth in the TIF Documents and this Agreement, the County shall pledge the County Share of the Tax Increment as security for the Bonds.

b. The County hereby agrees to execute any security instruments consistent with this Agreement as may be reasonably necessary and required by the City's Bond Resolution for the issuance of each series of the Bonds, including any refunding of the Bonds.

c. The County shall provide for the timely payment of the County Share to the City Clerk so as to enable the City to make timely payment of debt service relating to the Bonds as set forth herein.

5. **AMENDMENT:** This Agreement may be amended by mutual written consent of the County and the City.

6. **EFFECTIVE DATE:** This Agreement shall become effective from and after the date it has been approved by the governing authorities of the County and City and executed by the parties hereto using multiple counterparts.

THIS AGREEMENT ENTERED into this the 2nd day of April, 2019.

CITY OF HATTIESBURG, MISSISSIPPI



ATTEST:

By: 
Mayor

By: 
City Clerk

FORREST COUNTY, MISSISSIPPI

By: _____
President, Board of Supervisors

ATTEST:

Chancery Clerk



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2019-261

File ID: 2019-261

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 03/25/2019

Brief Title: 2016 Bond Requisition No. 39

Final Action: 04/02/2019

Minute Book Number: MB 2019-87

Title:

Adopt a Resolution authorizing Requisition No. 39 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.

Notes: Please return PDF of signed resolution to Engineering.

Agenda Date: 04/02/2019

Indexes:

Agenda Number: V.-6

Sponsors:

Enactment Date:

Attachments: 2016 Bond Resolution No. 39, Executed Resolution 2019-129 authorizing Requisition No 39

Enactment Number:

Contact:

Meeting Date: 04/02/2019

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/02/2019	Adopt				Pass
Action Text: A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt a Resolution (#2019-129) authorizing Requisition No. 39 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2019-261

Title

Adopt a Resolution authorizing Requisition No. 39 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.

Summary

2016 Bond Requisition No. 39

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. **39** 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. 39 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. **39** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$304,170.31** 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. **39** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Three Hundred Four Thousand One Hundred Seventy and 31/100 dollars (\$304,170.31)** 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. **39** in the total aggregate amount **Three Hundred Four Thousand One Hundred Seventy and 31/100 dollars (\$304,170.31)** 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 **2nd** day of **April, 2019**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **2nd** day of **April, 2019**.

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.: 39

DATE OF REQUISITION: 4/2/2019

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7245.13	91,651.69	Pay App. #1	Katie Ave & Arledge St Infrastructure 12/3/18 - 2/28/19 MB 2018-212
2	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7220.70	143,363.62	Pay Est 7	Sewer Improvements Ph VIII - Camp St. Area Period: 2/1/19 - 2/28/19 MB: 2018-108
3	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.70	16,777.50	20694	Sewer Improvements Ph VIII - Camp St. Area Period: 01/27/19 - 02/23/19 MB 2011-4/89-110 SDW #1273-S010
4	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.72	18,870.00	20695	Sewer Improvements Phase X - Quinn St. Area Period: 01/27/19 - 02/23/19 MB 2011-4/89-110 SDW #1273-S011
5	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.12	2,930.00	20698	North 40th & North 39th Ave Period: 01/27/19 - 02/23/19 MB 2012-1/34 SDW #11254

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
6	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.54	325.00	20702	Sewer Improvements Ph V Period: 01/27/19 - 02/23/19 MB 2011-4/89-110 & 2012-1/413 SDW Project# 1273-S005
7	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.74	12,205.00	20703	Sewer Improvements Ph XII Period: 01/27/19 - 02/23/19 MB 2011-4/89-110 SDW #1273-S012
8	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.51	595.00	20704	Water Ph II - Palmers Crossing Period: 01/27/19 - 02/23/19 MB 2011-4/89-110 SDW #1273-W007
9	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.62	430.00	20705	Water Ph V Period: 01/27/19 - 02/23/19 MB 2011-4/89-110 SDW # 1273-W013
10	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.13	6,312.50	20709	Katie Ave & Arledge St Infrastructure Period: 01/27/19 - 02/23/19 MB 2018-25 SDW #11258
11	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.71	4,147.50	20714	Sewer Improvements Phase IX - Buschman & 2nd Period: 01/27/19 - 02/23/19 MB 2011-4/89-110 SDW #1273-S014
12	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.68	6,562.50	20715	Sewer Improvements Tuscan Ave Period: 01/27/19 - 02/23/19 MB 2011-4/89-110 SDW #1273-S016
			<u>304,170.31</u>		



Engineering Progress

March 14, 2019

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

C.B. Developers

Attn: Lamar Rutland, P.E.

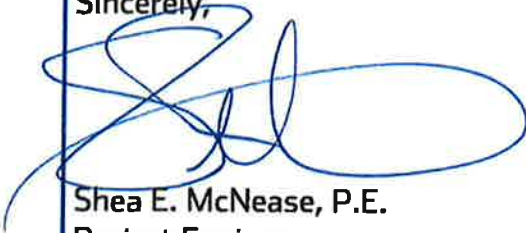
Re: Infrastructure Rehabilitation, Arledge Street and Katie Avenue Area
City of Hattiesburg

Dear Lamar:

Enclosed please find Pay Estimate No. 1 for the above referenced project in the amount of \$91,651.69.

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

Sincerely,



Shea E. McNease, P.E.
Project Engineer

/aa

Enclosure

093695. 2245.13

MB 2018-~~429~~
212



3/6/2019

1. ORIGINAL CONTRACT PRICE.....	\$	\$1,035,127.45
2. Net change by Change Orders.....	\$	
3. Current Contract Price (Line 1 + 2).....	\$	\$1,035,127.45
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	\$	\$96,475.46
5. RETAINAGE:		
a. 5% X <u>\$96,475.46</u> Work Completed.....	\$	\$4,823.77
b. 5% X <u> </u> Stored Material.....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$4,823.77
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$91,651.69
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	
8. AMOUNT DUE THIS APPLICATION.....	\$	\$91,651.69
9. BALANCE TO FINISH, PLUS RETAINAGE		
(Column G total on Progress Estimates + Line 5.c above).....	\$	\$943,475.76

The undersigned Contractor certifies, to the best of its knowledge, the following:

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

\$91,651.69

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract)		Application Number: 1									
Application Period: 12/3/2018 - 2/28/2019		Application Date: 3/6/2019									
A		Contract Information					B				
Bid Item No.	Item Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Estimated Quantity Installed	C	D	E	F	
										Total Completed and Stored to Date (D + E)	% (F / B)
ARLEDGE STREET (ROADWAY)											
1	CLEARING AND GRUBBING	1	LS	\$622.20	\$622.20	1		\$622.20		\$622.20	100.0%
2	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	685	SY	\$3.11	\$2,130.35	43.56		\$135.47		\$135.47	6.4%
3	REMOVAL OF CURB &/OR CURB & GUTTER, ALL TYPES	707	LF	\$3.11	\$2,198.77						
4	REMOVAL OF UTILITIES	1	LS	\$12,444.00	\$12,444.00						
5	EXCESS EXCAVATION, LVM, AH	65	CY	\$14.93	\$970.45						
6	SAND BAGS	150	EA	\$18.67	\$2,800.50						
7	WATFILLED, 20"	150	LF	\$9.01	\$1,351.50						
8	GRANULAR MATERIAL (LVM) (CLASS 9, GROUP B)	98	CY	\$9.96	\$976.08						
9	9.5 MM, MT, ASPHALT PAVEMENT	197	TON	\$205.33	\$40,450.01						
10	19 MM, MT, ASPHALT PAVEMENT	81	TON	\$205.33	\$16,631.73						
11	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	1,479	SY	\$14.93	\$22,081.47						
12	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" TH	178	SY	\$78.40	\$13,955.20						
13	COMBINATION CONCRETE CURB & GUTTER, PER PLANS	520	LF	\$26.13	\$13,587.60						
14	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	386	SY	\$53.51	\$20,654.86						
15	CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURE	26	CY	\$2,001.00	\$52,026.00						
16	REINFORCING STEEL	2,370	LBS	\$1.80	\$4,266.00						
17	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	312	LF	\$37.18	\$11,600.16						
18	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	226	LF	\$53.15	\$12,011.90						
19	8" CORRUGATED POLYETHYLENE PIPE	12	LF	\$36.55	\$438.60						
20	10" CORRUGATED POLYETHYLENE PIPE	12	LF	\$39.30	\$471.60						
21	12" CORRUGATED POLYETHYLENE PIPE	12	LF	\$41.92	\$503.04						
22	CASTINGS	553	LBS	\$7.35	\$4,064.55						
23	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	1,400	LF	\$1.24	\$1,847.60						
24	THERMOPLASTIC DETAIL STRIPE, WHITE	312	LF	\$2.49	\$776.88						
Totals								\$757.67		\$757.67	\$238,103.38

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):										Application Number:		I
Application Period: 12/3/2018 - 2/28/2019										Application Date:		3/6/2019
A			B				C	D	E	F		
Item			Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)							
	SUBTOTAL FROM PREVIOUS PAGE				\$238,861.05					\$757.67		\$238,103.38
25	THERMOPLASTIC LEGEND, WHITE	142	LF	\$2.49	\$353.58							\$353.58
26	DETECTABLE WARNING, PER PLANS	165	SF	\$68.44	\$11,292.60							\$11,292.60
27	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" TH	10	SF	\$24.27	\$242.70							\$242.70
28	STEEL U-SECTION POSTS, 2.0 LBS/FT	52	LF	\$9.96	\$517.92							\$517.92
29	MAINTENANCE OF TRAFFIC	1	LS	\$10,577.40	\$10,577.40	0.25	\$2,644.35			\$2,644.35	25.0%	\$7,933.05
30	MOBILIZATION	1	LS	\$31,110.00	\$31,110.00	0.4	\$12,444.00			\$12,444.00	40.0%	\$18,666.00
KATIE AVENUE (ROADWAY)												
1	CLEARING AND GRUBBING	1	LS	\$622.20	\$622.20	1	\$622.20			\$622.20	100.0%	
2	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	1,782	SY	\$3.11	\$5,542.02	350	\$1,088.50			\$1,088.50	19.6%	\$4,453.52
3	REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS	22	SY	\$3.11	\$68.42	71.34	\$221.87			\$221.87	324.3%	-\$153.45
4	REMOVAL OF CONCRETE WALKS, ALL DEPTHS	217	SY	\$3.11	\$674.87							\$674.87
5	REMOVAL OF CURB &/OR CURB & GUTTER, ALL TYPES	440	LF	\$3.11	\$1,368.40							\$1,368.40
6	REMOVAL OF UTILITIES	1	LS	\$12,444.00	\$12,444.00							\$12,444.00
7	REMOVAL OF INLET AND JUNCTION BOX, ALL TYPES & SIZES	1	EA	\$186.66	\$186.66							\$186.66
8	REMOVE AND RESET SIGNS, ALL SIZES	2	EA	\$12.44	\$24.88							\$24.88
9	EXCESS EXCAVATION, LVM, AH	346	CY	\$3.73	\$1,290.58							\$1,290.58
10	SAND BAGS	150	EA	\$18.67	\$2,800.50							\$2,800.50
11	WATTLES, 20"	250	LF	\$10.86	\$2,715.00							\$2,715.00
12	GRANULAR MATERIAL (LVM)(CLASS 9, GROUP B)	519	CY	\$9.96	\$5,169.24							\$5,169.24
13	9.5 MM, MT, ASPHALT PAVEMENT	97	TON	\$203.33	\$19,917.01							\$19,917.01
14	19 MM, MT, ASPHALT PAVEMENT	312	TON	\$205.33	\$64,062.96							\$64,062.96
15	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	20	SY	\$14.93	\$298.60							\$298.60
16	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" TH	91	SY	\$78.40	\$7,134.40							\$7,134.40
17	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" TH	19	SY	\$112.00	\$2,128.00							\$2,128.00
18	COMBINATION CONCRETE CURB & GUTTER, PER PLANS	723	LF	\$26.13	\$18,891.99							\$18,891.99
Totals								\$17,778.59		\$17,778.59		\$420,516.39

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		Application Number: 1													
Application Period: 12/3/2018 - 2/28/2019		Application Date: 3/6/2019													
Item		A				B				C	D	E	F		Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)					
	SUBTOTAL FROM PREVIOUS PAGE				\$438,294.98		\$17,778.59		\$17,778.59		\$420,516.39				
19	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, BROOK	477	SY	\$53.51	\$25,524.27						\$25,524.27				
20	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, STAN	16	SY	\$112.00	\$1,792.00						\$1,792.00				
21	CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURE	42	CY	\$2,001.00	\$84,042.00						\$84,042.00				
22	REINFORCING STEEL	3,568	LBS	\$1.80	\$6,422.40						\$6,422.40				
23	15" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	12	L.F.	\$37.15	\$445.80						\$445.80				
24	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	230	L.F.	\$37.18	\$8,551.40						\$8,551.40				
25	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	31	L.F.	\$53.15	\$1,647.65						\$1,647.65				
26	30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	204	L.F.	\$84.35	\$17,207.40						\$17,207.40				
27	44" X 27" REINFORCED CONCRETE ARCH PIPE, CLASS A3, F	103	L.F.	\$126.92	\$13,072.76						\$13,072.76				
28	51" X 31" REINFORCED CONCRETE ARCH PIPE, CLASS A3, F	255	L.F.	\$156.67	\$39,950.85						\$39,950.85				
29	51" X 31" REINFORCED CONCRETE ARCH PIPE END SECTION	1	E.A.	\$1,891.49	\$1,891.49						\$1,891.49				
30	CASTINGS	790	LBS	\$2.38	\$1,880.20						\$1,880.20				
31	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	780	L.F.	\$1.24	\$967.20						\$967.20				
32	THERMOPLASTIC DETAIL STRIPE, WHITE	336	L.F.	\$2.49	\$836.64						\$836.64				
33	THERMOPLASTIC LEGEND, WHITE	103	L.F.	\$2.49	\$256.47						\$256.47				
34	THERMOPLASTIC LEGEND, WHITE	10	SF	\$74.70	\$74.70						\$74.70				
35	DETECTABLE WARNING, PER PLANS	141	SF	\$68.44	\$9,650.04						\$9,650.04				
36	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" TH	20	SF	\$24.27	\$485.40						\$485.40				
37	STEEL U-SECTION POSTS, 2.0 LBS/FT	78	L.F.	\$9.96	\$776.88						\$776.88				
38	MAINTENANCE OF TRAFFIC	1	LS	\$10,577.40	\$10,577.40	0.25	\$2,644.35		\$2,644.35	25.0%	\$7,933.05				
39	MOBILIZATION	1	LS	\$31,110.00	\$31,110.00	0.4	\$12,444.00		\$12,444.00	40.0%	\$18,666.00				
	TRAFFIC SIGNAL RELOCATION														
1	RELOCATION OF EXISTING TRAFFIC SIGNAL CONTROLLER	1	LS	\$43,460.68	\$43,460.68						\$43,460.68				
2	REMOVAL OF EXISTING TRAFFIC CONTROLLER BASE	1	E.A.	\$1,866.60	\$1,866.60						\$1,866.60				
3	MAINTENANCE OF TRAFFIC	1	LS	\$3,111.00	\$3,111.00						\$3,111.00				
	Totals				\$743,896.21		\$32,866.94		\$32,866.94		\$711,029.27				

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):										Application Number:		I							
Application Period: 12/3/2018 - 2/28/2019										Application Date:		3/6/2019							
A										E		F							
Item										D		E							
Contract Information										C		D							
Description										B		E							
Item Quantity										Total Value of Item (\$)		Total Completed and Stored to Date (D - E)							
Units										Estimated Quantity Installed		% (F / B)							
Unit Price										Value of Work Installed to Date		Balance to Finish (B - F)							
SUBTOTAL FROM PREVIOUS PAGE										1 LS		\$8,088.60		\$743,896.21		\$8,088.60		\$711,029.27	
ARLEDGE STREET (WATER)																			
1 12" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)										670 LF		\$45.53		\$30,505.10				\$30,505.10	
2 8" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)										20 LF		\$37.29		\$745.80				\$745.80	
3 6" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)										20 LF		\$33.60		\$672.00				\$672.00	
4 4" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)										10 LF		\$32.21		\$322.10				\$322.10	
5 3" SCH. 80 PVC (OPEN CUT)										90 LF		\$14.85		\$1,336.50				\$1,336.50	
6 2" SCH. 80 PVC (OPEN CUT)										12 LF		\$13.64		\$163.68				\$163.68	
7 1-1/2" SCH. 80 PVC (OPEN CUT)										60 LF		\$13.36		\$801.60				\$801.60	
8 20" STEEL CASING (BORED)										60 LF		\$170.73		\$10,243.80				\$10,243.80	
9 16" DR-11 HDPE (OPEN CUT)										60 LF		\$198.01		\$11,880.60				\$11,880.60	
10 TRACER WIRE SYSTEM										942 LF		\$3.77		\$3,551.34				\$3,551.34	
11 8" GATE VALVE										1 EA		\$1,515.62		\$1,515.62				\$1,515.62	
12 6" GATE VALVE										1 EA		\$1,168.44		\$1,168.44				\$1,168.44	
13 CONNECTION: PROPOSED 12" TO EXISTING 20" (HOT TAP)										1 EA		\$9,217.06		\$9,217.06				\$9,217.06	
14 CONNECTION: PROPOSED 12" TO PROPOSED 12" (TEE)										1 EA		\$7,689.95		\$7,689.95				\$7,689.95	
15 CONNECTION: PROPOSED 12" TO PROPOSED 8" (TEE & RED)										1 EA		\$5,083.13		\$5,083.13				\$5,083.13	
16 CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & RED)										1 EA		\$2,922.16		\$2,922.16				\$2,922.16	
17 CONNECTION: PROPOSED 6" TO PROPOSED 4" (TEE)										1 EA		\$2,525.36		\$2,525.36				\$2,525.36	
18 3-WAY FIRE HYDRANT WITH APPURTENANCES (INCL. TEE)										2 EA		\$5,587.12		\$11,174.24				\$11,174.24	
19 6" FIRE SUPPRESSION CONNECTION										3 EA		\$4,895.89		\$14,687.67				\$14,687.67	
20 3" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TEE)										4 EA		\$3,941.36		\$15,765.44				\$15,765.44	
21 2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TEE)										1 EA		\$2,708.84		\$2,708.84				\$2,708.84	
22 1-1/2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TEE)										2 EA		\$1,946.62		\$3,893.24				\$3,893.24	
KATIE AVENUE (WATER)																			
Totals														\$890,558.48		\$32,866.94		\$857,691.54	

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract)										Application Number		Application Date		3/6/2019					
Application Period: 12/3/2018 - 2/28/2019										Application Number		Application Date		3/6/2019					
A										B		C	D	E	F				
Item										Contract Information			Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)	
Bid Item No	Description									Item Quantity	Units	Unit Price							Total Value of Item (\$)
	SUBTOTAL FROM PREVIOUS PAGE																		
1	8" DUCTILE IRON WATER LINE (OPEN CUT)									460	LF	\$33.56	\$890,558.48		\$32,866.94		\$32,866.94		\$857,691.54
2	3" SCH. 80 PVC (OPEN CUT)									41	LF	\$21.07	\$863.87						\$15,437.60
3	1-1/2" SCH. 80 PVC (OPEN CUT)									40	LF	\$19.59	\$783.60						\$863.87
4	TRACER WIRE SYSTEM									541	LF	\$3.26	\$1,763.66						\$783.60
5	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/									1	EA	\$4,568.39	\$4,568.39						\$1,763.66
6	3-WAY FIRE HYDRANT WITH APPURTENANCES (INCL. TEE									1	EA	\$5,440.23	\$5,440.23						\$4,568.39
7	6" FIRE SUPPRESSION CONNECTION									1	EA	\$3,705.81	\$3,705.81						\$5,440.23
8	3" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. T									1	EA	\$3,609.46	\$3,609.46						\$3,705.81
9	1-1/2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INC									1	EA	\$1,967.23	\$1,967.23						\$3,609.46
	ARLEGE (SEWER)																	\$1,967.23	
1	8" PVC SEWER, SDR 26 (6'-8")									403	LF	\$29.28	\$11,799.84						\$11,799.84
2	8" PVC SEWER, SDR 26 (8'-10")									60	LF	\$34.26	\$2,055.60	150	\$5,139.00		\$5,139.00	250.0%	-\$3,083.40
3	6" PVC SEWER, SDR 26 (ALL DEPTHS)									144	LF	\$22.08	\$3,179.52	60	\$1,324.80		\$1,324.80	41.7%	\$1,854.72
4	TRACER WIRE SYSTEM									607	LF	\$4.47	\$2,713.29	210	\$938.70		\$938.70	34.6%	\$1,774.59
5	48" DIAMETER PRECAST CONCRETE MANHOLE (6'-8")									2	EA	\$4,016.80	\$8,033.60						\$8,033.60
6	60" DIAMETER PRECAST CONCRETE MANHOLE (8'-10")									1	EA	\$4,657.75	\$4,657.75	0.79	\$3,679.62		\$3,679.62	79.0%	\$978.13
7	8" X 8" X 6" SERVICE TEE									6	EA	\$508.21	\$3,049.26						\$3,049.26
8	6" PVC CLEANOUT									6	EA	\$652.53	\$3,915.18						\$3,915.18
9	DEMOLITION AND REMOVAL OF EXISTING MANHOLE									1	EA	\$933.30	\$933.30						\$933.30
10	ABANDONMENT OF EXISTING MANHOLE									2	EA	\$684.42	\$1,368.84						\$1,368.84
11	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM									766	CY	\$11.82	\$9,054.12	420	\$4,964.40		\$4,964.40	54.8%	\$4,089.72
	KATIE AVE & EDWARDS ST (SEWER)																		
1	8" PVC SEWER, SDR 26 (8'-10")									149	LF	\$34.26	\$5,104.74	395	\$13,532.70		\$13,532.70	265.1%	-\$8,427.96
2	8" PVC SEWER, SDR 26 (10'-12")									306	LF	\$39.24	\$12,007.44	55	\$2,158.20		\$2,158.20	18.0%	\$9,849.24
3	6" PVC SEWER, SDR 26 (ALL DEPTHS)									81	LF	\$15.57	\$1,261.17	8	\$124.56		\$124.56	9.9%	\$1,136.61
	Totals												\$997,831.98		\$64,728.92		\$64,728.92		\$933,103.06

Monthly Totals

For (Contract):		Application Number:	
Application Period:	12/3/2018 - 2/28/2019	Application Date:	3/6/2019

ITEM NUMBER	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
	ARLEGE STREET (ROADWAY)											
1	CLEARING AND GRUBBING	1										1
2	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	43.56										43.56
3	REMOVAL OF CURB &/ OR CURB & GUTTER, ALL TYPES											
4	REMOVAL OF UTILITIES											
5	EXCESS EXCAVATION, LVM, AH											
6	SAND BAGS											
7	WATTLED, 20"											
8	GRANULAR MATERIAL (LVM) (CLASS 9, GROUP B)											
9	9.5 MM, MT, ASPHALT PAVEMENT											
10	19 MM, MT, ASPHALT PAVEMENT											
11	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS											
12	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" THICK, BROOM FINISH											
13	COMBINATION CONCRETE CURB & GUTTER, PER PLANS											
14	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT											
15	CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURES											
16	REINFORCING STEEL											
17	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS											
18	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS											
19	8" CORRUGATED POLYETHYLENE PIPE											
20	10" CORRUGATED POLYETHYLENE PIPE											
21	12" CORRUGATED POLYETHYLENE PIPE											
22	CASTINGS											
23	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW											
24	THERMOPLASTIC DETAIL STRIPE, WHITE											

Monthly Totals

For (Contract):	Application Number: 1	
Application Period:	Application Date: 3/6/2019	

ITEM NUMBER	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
25	THERMOPLASTIC LEGEND, WHITE											
26	DETECTABLE WARNING, PER PLANS											
27	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" THICKNESS											
28	STEEL U-SECTION POSTS, 2.0 LBS/FT											
29	MAINTENANCE OF TRAFFIC	0.25										0.25
30	MOBILIZATION	0.4										0.4
KATIE AVENUE (ROADWAY)												
1	CLEARING AND GRUBBING	1										1
2	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	350										350
3	REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS	71.34										71.34
4	REMOVAL OF CONCRETE WALKS, ALL DEPTHS											
5	REMOVAL OF CURB &/ OR CURB & GUTTER, ALL TYPES											
6	REMOVAL OF UTILITIES											
7	REMOVAL OF INLET AND JUNCTION BOX, ALL TYPES & SIZES											
8	REMOVE AND RESET SIGNS, ALL SIZES											
9	EXCESS EXCAVATION, LVM, AH											
10	SAND BAGS											
11	WATTLES, 20"											
12	GRANULAR MATERIAL (LVM)(CLASS 9, GROUP B)											
13	9 5 MM, MT, ASPHALT PAVEMENT											
14	19 MM, MT, ASPHALT PAVEMENT											
15	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS											
16	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" THICK, BROOM FINISH											
17	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" THICK, STAMPED AND COLORED											
18	COMBINATION CONCRETE CURB & GUTTER, PER PLANS											

Monthly Totals

For (Contract):	Application Number:	1
Application Period:	Application Date:	3/6/2019

ITEM NUMBER	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
19	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, BROOM FINISH	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
20	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, STAMPED AND COLORED											
21	CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURES											
22	REINFORCING STEEL											
23	15" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS											
24	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS											
25	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS											
26	30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS											
27	44" X 27" REINFORCED CONCRETE ARCH PIPE, CLASS A3, FLEXIBLE PLASTIC GASKETS											
28	51" X 31" REINFORCED CONCRETE ARCH PIPE, CLASS A3, FLEXIBLE PLASTIC GASKETS											
29	51" X 31" REINFORCED CONCRETE ARCH PIPE END SECTION											
30	CASTINGS											
31	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW											
32	THERMOPLASTIC DETAIL STRIPE, WHITE											
33	THERMOPLASTIC LEGEND, WHITE											
34	THERMOPLASTIC LEGEND, WHITE											
35	DETECTABLE WARNING, PER PLANS											
36	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" THICKNESS											
37	STEEL U-SECTION POSTS, 2.0 LBS/FT											
38	MAINTENANCE OF TRAFFIC	0.25										0.25
39	MOBILIZATION	0.4										0.4
TRAFFIC SIGNAL RELOCATION												
1	RELOCATION OF EXISTING TRAFFIC SIGNAL CONTROLLER, PER PLANS											
2	REMOVAL OF EXISTING TRAFFIC CONTROLLER BASE											
3	MAINTENANCE OF TRAFFIC											

Monthly Totals

For (Contract):	Application Number: 1
Application Period:	Application Date: 3/6/2019
12/3/2018 - 2/28/2019	

ITEM NUMBER	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
4	MOBILIZATION											
	ARLEGE STREET (WATER)											
1	12" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)											
2	8" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)											
3	6" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)											
4	4" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)											
5	3" SCH. 80 PVC (OPEN CUT)											
6	2" SCH. 80 PVC (OPEN CUT)											
7	1-1/2" SCH. 80 PVC (OPEN CUT)											
8	20" STEEL CASING (BORED)											
9	16" DR-11 HDPE (OPEN CUT)											
10	TRACER WIRE SYSTEM											
11	8" GATE VALVE											
12	6" GATE VALVE											
13	CONNECTION: PROPOSED 12" TO EXISTING 20" (HOT TAP w/ 12" VALVE)											
14	CONNECTION: PROPOSED 12" TO PROPOSED 12" (TEE)											
15	CONNECTION: PROPOSED 12" TO PROPOSED 8" (TEE & REDUCER)											
16	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & REDUCERS)											
17	CONNECTION: PROPOSED 6" TO PROPOSED 4" (TEE)											
18	3-WAY FIRE HYDRANT WITH APPURTENANCES (INCL. TEE, VALVE, HYDRANT, BRASS TAG, PIPE & OTHER FITTINGS)											
19	6" FIRE SUPPRESSION CONNECTION											
20	3" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER, METER BOX, ETC.)											
21	2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER, METER BOX, ETC.)											
22	1-1/2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER, METER BOX, ETC.)											
	KATIE AVENUE (WATER)											

Monthly Totals

For (Contract):		Application Number:	
Application Period:	12/3/2018 - 2/28/2019	Application Date:	3/6/2019

ITEM NUMBER	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
1	8" DUCTILE IRON WATER LINE (OPEN CUT)											
2	3" SCH. 80 PVC (OPEN CUT)											
3	1-1/2" SCH. 80 PVC (OPEN CUT)											
4	TRACER WIRE SYSTEM											
5	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ 8" VALVE)											
6	3-WAY FIRE HYDRANT WITH APPURTENANCES (INCL. TEE, VALVE, HYDRANT, BRASS TAG, PIPE & OTHER FITTINGS)											
7	6" FIRE SUPPRESSION CONNECTION											
8	3" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER, METER BOX, ETC.)											
9	1-1/2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER, METER BOX, ETC.)											
	ARLEDGE (SEWER)											
1	8" PVC SEWER, SDR 26 (6'-8')											
2	8" PVC SEWER, SDR 26 (8'-10')	150										150
3	6" PVC SEWER, SDR 26 (ALL DEPTHS)	60										60
4	TRACER WIRE SYSTEM	210										210
5	48" DIAMETER PRECAST CONCRETE MANHOLE (6'-8')											
6	60" DIAMETER PRECAST CONCRETE MANHOLE (8'-10')	0.79										0.79
7	8" X 8" X 6" SERVICE TEE											
8	6" PVC CLEANOUT											
9	DEMOLITION AND REMOVAL OF EXISTING MANHOLE											
10	ABANDONMENT OF EXISTING MANHOLE											
11	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	420										420
	KATIE AVE & EDWARDS ST (SEWER)											
1	8" PVC SEWER, SDR 26 (8'-10')	395										395
2	8" PVC SEWER, SDR 26 (10'-12')	55										55
3	6" PVC SEWER, SDR 26 (ALL DEPTHS)	8										8

For (Contract):		Application Number:	1
Application Period:	12/3/2018 - 2/28/2019	Application Date:	3/6/2019

EJCDC® C-620 Contractor's Application for Payment
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Engineering Progress

March 12, 2019

C.B. Developers

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

Attn: Lamar Rutland, P.E.

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

Dear Lamar:

Enclosed please find Pay Estimate No. 7 for the above referenced project in the amount of \$143,363.62.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'John T. Weeks', is written over the word 'Sincerely,'.

John T. Weeks, P.E.
Project Engineer

/aa

Enclosure

cc: C.B. Developers
SDW

093695.7220.70
MB 2018-108

Contractor's Application For Payment No. 7

1. ORIGINAL CONTRACT PRICE	\$	3,721,611.76
2. Net change by Change Orders	\$	-
3. CURRENT CONTRACT PRICE (LINE 1 + 2)	\$	3,721,611.76
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimates)	\$	1,890,898.19
5. RETAINAGE:		
a. 5.0 % x Work Completed	\$	80,078.02
b. 5.0% x Stored Material	\$	-
c. Total Retainage (line 5a + line 5b)	\$	80,078.02
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$	1,810,820.17
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	1,667,456.55
8. AMOUNT DUE THIS APPLICATION	\$	143,363.62
9. BALANCE TO FINISH, PLUS RETAINAGE	\$	1,910,791.59
(Column G on Progress Estimate + Line 5 above)		

Payment of:	\$143,363.62	(Line 8 or other - attach explanation of other amount)
Is recommended by:		 (Date)
Payment of:	\$143,363.62	(Line 8 or other - attach explanation of other amount)
Is approved by:	(Owner)	(Date)
Is approved by:	(Owner)	(Date)
Approved by:	(Funding Agency, if applicable)	(Date)

Approved by:

(Date)

Page 1 of 16

Progress Estimate

Contractor's Application

Application Number: 7									
Application Period: 2/1/2018 TO 2/28/2019									
Application Date: 8-Mar-19									
Pay Item	A	Bid Quantity	Unit Price	Bid Value	C	D	E	F	G
	Item Description				Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	Balance to Finish (F)
CAMP STREET AREA									
SEWER PIPE ITEMS									
1	8" SDR-26 PVC SEWER PIPE (0-6')	2109.0	\$ 48.54	\$ 102,370.86	1393.43	\$ 67,637.09	\$ 3,205.75	\$ 70,842.85	\$ 31,528.01
2	8" SDR-26 PVC SEWER PIPE (6'-8')	5576.0	\$ 50.96	\$ 284,152.96	2923.63	\$ 148,988.18	\$ 11,882.62	\$ 160,870.80	\$ 123,282.16
3	8" SDR-26 PVC SEWER PIPE (8'-10')	2961.0	\$ 53.38	\$ 158,058.18	2530.28	\$ 135,066.35	\$ 1,929.63	\$ 136,995.97	\$ 21,062.21
4	8" SDR-26 PVC SEWER PIPE (10'-12')	863.0	\$ 55.81	\$ 48,164.03	711.53	\$ 39,710.49	\$ 678.59	\$ 40,389.07	\$ 7,774.96
5	8" SDR-26 PVC SEWER PIPE (12'-14')	249.0	\$ 59.44	\$ 14,800.56	34.99	\$ 2,079.81	\$ 958.76	\$ 3,038.57	\$ 11,761.99
6	10" SDR-26 PVC SEWER PIPE (0-6')	25.0	\$ 51.64	\$ 1,291.00		\$ -	\$ 176.00	\$ 176.00	\$ 1,115.00
7	10" SDR-26 PVC SEWER PIPE (6'-8')	351.0	\$ 54.06	\$ 18,975.06	100.00	\$ 5,406.00	\$ 1,767.04	\$ 7,173.04	\$ 11,802.02
8	10" SDR-26 PVC SEWER PIPE (8'-10')	325.0	\$ 56.48	\$ 18,356.00	222.29	\$ 12,554.94	\$ 723.08	\$ 13,278.02	\$ 5,077.98
9	10" SDR-26 PVC SEWER PIPE (10'-12')	239.0	\$ 58.91	\$ 14,079.49	243.71	\$ 14,356.96	\$ -	\$ 14,356.96	\$ (277.47)
10	10" SDR-26 PVC SEWER PIPE (12'-14')	130.0	\$ 62.54	\$ 8,130.20		\$ -	\$ 915.20	\$ 915.20	\$ 7,215.00
11	10" SDR-26 PVC SEWER PIPE (14'-16')	67.0	\$ 78.28	\$ 5,244.76		\$ -	\$ 56.32	\$ 56.32	\$ 5,188.44
12	8" DUCTILE IRON SEWER PIPE (0-6')	384.0	\$ 79.57	\$ 30,554.88	199.00	\$ 15,834.43	\$ 5,202.20	\$ 21,036.63	\$ 9,518.25
13	8" DUCTILE IRON SEWER PIPE (6'-8')	20.0	\$ 89.26	\$ 1,785.20		\$ -	\$ 562.40	\$ 562.40	\$ 1,222.80
14	10" DUCTILE IRON SEWER PIPE (0-6')	25.0	\$ 105.96	\$ 2,649.00		\$ -	\$ 953.00	\$ 953.00	\$ 1,696.00
15	10" DUCTILE IRON SEWER PIPE (6'-8')	30.0	\$ 109.59	\$ 3,287.70		\$ -	\$ 1,143.60	\$ 1,143.60	\$ 2,144.10
16	REMOVAL OF EXISTING SEWER LINE	10650.0	\$ 3.63	\$ 38,659.50	7142.00	\$ 25,925.46	\$ -	\$ 25,925.46	\$ 12,734.04
17	ABANDONMENT OF EXISTING SEWER LINE (ALL SIZES)	3220.0	\$ 6.67	\$ 21,477.40		\$ -	\$ -	\$ -	\$ 21,477.40
18	TRACER WIRE SYSTEM FOR SEWER	19153.0	\$ 1.44	\$ 27,580.32	10363.86	\$ 14,923.96	\$ 10,019.62	\$ 24,943.58	\$ 2,636.74
SEWER MANHOLE ITEMS									
19	48" PRECAST CONCRETE SEWER MANHOLE (0-6)	6.0	\$ 2,339.80	\$ 14,038.80	8.00	\$ 18,718.40	\$ -	\$ 18,718.40	\$ (4,679.60)
20	48" PRECAST CONCRETE SEWER MANHOLE (6-8)	32.0	\$ 3,040.17	\$ 97,285.44	12.00	\$ 36,482.04	\$ 20,360.40	\$ 56,842.44	\$ 40,443.00
21	48" PRECAST CONCRETE SEWER MANHOLE (8-10)	8.0	\$ 3,491.71	\$ 27,933.68	7.00	\$ 24,441.97	\$ 1,191.00	\$ 25,632.97	\$ 2,300.71
22	48" PRECAST CONCRETE SEWER MANHOLE (10-12)	1.0	\$ 4,051.04	\$ 4,051.04	1.00	\$ 4,051.04	\$ -	\$ 4,051.04	\$ -
TOTALS				\$ 942,926.06		\$ 566,177.11	\$ 61,725.21	\$ 627,902.32	\$ 315,023.74

EI CDC No. C-620 (2002 Edition) 10/2/2018

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

Progress Estimate

Contractor's Application

For (contract):		COMPREHENSIVE SEWER/WATER PHASE 8			Application Number: 7		8-Mar-19			
Application Period:		2/1/2018 TO 2/28/2019		Application Date:						
Pay Item	A	Bid Quantity	Unit Price	B	C	D	E	F	%	G
	Item Description			Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	(F)	Balance to Finish (F)
	Subtotal from Previous Page			\$ 942,926.06		\$ 566,177.11	\$ 61,725.21	\$ 627,902.32		\$ 315,023.74
23	48" PRECAST CONCRETE SEWER MANHOLE (12-14)	3.0	\$ 4,025.31	\$ 12,075.93		\$ -	\$ 4,238.01	\$ 4,238.01	35%	\$ 7,837.92
24	48" PRECAST CONCRETE SEWER MANHOLE (0-6) (FLAT TOP)	3.0	\$ 3,553.84	\$ 10,661.52	1.00	\$ 3,553.84	\$ 1,858.66	\$ 5,412.50	51%	\$ 5,249.02
25	60" PRECAST CONCRETE SEWER MANHOLE (0-6)	1.0	\$ 4,502.46	\$ 4,502.46		\$ -	\$ 1,552.52	\$ 1,552.52	34%	\$ 2,949.94
26	60" PRECAST CONCRETE SEWER MANHOLE (6-8)	1.0	\$ 5,058.41	\$ 5,058.41	1.00	\$ 5,058.41	\$ -	\$ 5,058.41	100%	\$ -
27	60" PRECAST CONCRETE SEWER MANHOLE (8-10)	1.0	\$ 5,419.09	\$ 5,419.09		\$ -	\$ 1,850.00	\$ 1,850.00	34%	\$ 3,569.09
28	60" PRECAST CONCRETE SEWER MANHOLE (10-12)	1.0	\$ 6,342.23	\$ 6,342.23	1.00	\$ 6,342.23	\$ -	\$ 6,342.23	100%	\$ -
29	60" PRECAST CONCRETE SEWER MANHOLE (6-8) (DOGHOUSE)	2.0	\$ 6,620.27	\$ 13,240.54		\$ -	\$ 1,150.00	\$ 1,150.00	9%	\$ 12,090.54
30	72" PRECAST CONCRETE SPLITTER SEWER MANHOLE (10-12) (1	1.0	\$ 9,100.91	\$ 9,100.91		\$ -	\$ 2,665.00	\$ 2,665.00	29%	\$ 6,435.91
31	DEMOLITION AND REMOVAL OF EXISTING MANHOLES (ALL TY	35.0	\$ 302.70	\$ 10,594.50	24.00	\$ 7,264.80	\$ -	\$ 7,264.80	69%	\$ 3,329.70
32	ABANDONMENT OF EXISTING MANHOLE	12.0	\$ 393.51	\$ 4,722.12		\$ -	\$ -	\$ -		\$ 4,722.12
33	DROP MANHOLE ASSEMBLY (ALL DEPTHS)	1.0	\$ 2,674.73	\$ 2,674.73		\$ -	\$ 649.28	\$ 649.28	24%	\$ 2,025.45
SEWER SERVICE ITEMS										
34	4" SANITARY SEWER SERVICE CLEANOUT	231.0	\$ 375.31	\$ 86,696.61	111.00	\$ 41,659.41	\$ 18,557.25	\$ 60,216.66	69%	\$ 26,479.95
35	4" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS	316.0	\$ 39.97	\$ 12,630.52	165.00	\$ 6,595.05	\$ -	\$ 6,595.05	52%	\$ 6,035.47
36	6" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS	3792.0	\$ 27.33	\$ 103,635.36	2,045.00	\$ 55,889.85	\$ 4,087.98	\$ 59,977.83	58%	\$ 43,657.53
37	8"x8"x6" PVC SERVICE TEE	203.0	\$ 191.79	\$ 38,933.37	107.00	\$ 20,521.53	\$ 5,606.40	\$ 26,127.93	67%	\$ 12,805.44
38	10"x10"x6" PVC SERVICE TEE	20.0	\$ 417.00	\$ 8,340.00	7.00	\$ 2,919.00	\$ 2,862.86	\$ 5,781.86	69%	\$ 2,558.14
39	8"x8"x6" DUCTILE IRON SERVICE TEE	5.0	\$ 825.41	\$ 4,127.05	2.00	\$ 1,650.82	\$ 1,440.00	\$ 3,090.82	75%	\$ 1,036.23
WATER PIPE ITEMS										
40	2" & UNDER 150 PSI PVC WATER PIPE FOR CONNECTIONS (OP	40.0	\$ 13.39	\$ 535.60		\$ -	\$ 42.40	\$ 42.40	8%	\$ 493.20
41	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	8340.0	\$ 26.87	\$ 224,095.80	1,174.00	\$ 31,545.38	\$ 69,138.60	\$ 100,683.98	45%	\$ 123,411.82
42	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	4680.0	\$ 32.38	\$ 151,538.40	3,859.00	\$ 124,954.42	\$ 14,145.83	\$ 139,100.25	92%	\$ 12,438.15
43	8" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FI	500.0	\$ 52.33	\$ 26,165.00		\$ -	\$ 9,255.00	\$ 9,255.00	35%	\$ 16,910.00
44	10" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER I	360.0	\$ 67.53	\$ 24,310.80		\$ -	\$ 9,277.20	\$ 9,277.20	38%	\$ 15,033.60
45	TRACER WIRE SYSTEM FOR WATER	22864.0	\$ 1.33	\$ 30,409.12	5,215.00	\$ 6,935.95	\$ 17,649.00	\$ 24,584.95	81%	\$ 5,824.17
TOTALS				\$ 1,738,736.13		\$ 881,067.80	\$ 227,751.20	\$ 1,108,819.00		\$ 629,917.13

EJCDC No. C-620 (2002 Edition)

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Progress Estimate

Contractor's Application

For (contract):		COMPREHENSIVE SEWER/WATER PHASE 8			Application Number: 7		8-Mar-19			
Application Period:		2/1/2018 TO 2/28/2019			Application Date:					
Pay Item	A	Bid Quantity	Unit Price	B	C	D	E	F	%	G
	Item Description			Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	(F)	Balance to Finish (B - F)
	Subtotal from Previous Page			\$ 1,738,736.13		\$ 881,067.80	\$ 227,751.20	\$ 1,108,819.00		\$ 629,917.13
	WATER CONNECTION ITEMS									
46	CUT AND CAP EXISTING WATER LINE IN PLACE	6.0	\$ 644.87	\$ 3,869.22		\$ -	\$ 699.00	\$ 699.00	18%	\$ 3,170.22
47	CONNECTION: PROPOSED 6" TO EXISTING 2" (STRAIGHT-RED)	1.0	\$ 1,038.87	\$ 1,038.87		\$ -	\$ 222.00	\$ 222.00	21%	\$ 816.87
48	CONNECTION: PROPOSED 6" TO EXISTING 6" (STRAIGHT-COU	2.0	\$ 1,006.18	\$ 2,012.36		\$ -	\$ 478.00	\$ 478.00	24%	\$ 1,534.36
49	CONNECTION: PROPOSED 6" TO EXISTING 6" (TEE & OTHER F	3.0	\$ 1,549.82	\$ 4,649.46	2.00	\$ 3,099.64	\$ 654.00	\$ 3,753.64	81%	\$ 895.82
50	CONNECTION: PROPOSED 6" TO EXISTING 6" (HOT TAP w/ VA	8.0	\$ 3,500.42	\$ 28,003.36		\$ -	\$ 10,752.00	\$ 10,752.00	38%	\$ 17,251.36
51	CONNECTION: PROPOSED 6" TO EXISTING 12" (HOT TAP w/ V	2.0	\$ 4,419.42	\$ 8,838.84		\$ -	\$ 5,918.00	\$ 5,918.00	67%	\$ 2,920.84
52	CONNECTION: PROPOSED 6" TO PROPOSED 6" (TEE & OTHER	1.0	\$ 934.74	\$ 934.74		\$ -	\$ 654.00	\$ 654.00	70%	\$ 280.74
53	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER F	11.0	\$ 1,657.59	\$ 18,233.49	7.00	\$ 11,603.13	\$ 3,664.00	\$ 15,267.13	84%	\$ 2,966.36
54	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ VA	1.0	\$ 4,269.28	\$ 4,269.28		\$ -	\$ 2,006.00	\$ 2,006.00	47%	\$ 2,263.28
55	CONNECTION: PROPOSED 8" TO EXISTING 8" (HOT TAP w/ VA	1.0	\$ 4,881.95	\$ 4,881.95	1.00	\$ 4,881.95	\$ -	\$ 4,881.95	100%	\$ -
56	CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ V	3.0	\$ 6,336.12	\$ 19,008.36	2.00	\$ 12,672.24	\$ 3,782.90	\$ 16,455.14	87%	\$ 2,553.22
57	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & OTHER	5.0	\$ 1,129.68	\$ 5,648.40	4.00	\$ 4,518.72	\$ 355.00	\$ 4,873.72	86%	\$ 774.68
58	CONNECTION: PROPOSED 8" TO PROPOSED 8" (TEE & OTHER	3.0	\$ 1,145.42	\$ 3,436.26	2.00	\$ 2,290.84	\$ 550.00	\$ 2,840.84	83%	\$ 595.42
	WATER VALVE ITEMS									
59	6" GATE VALVE	27.0	\$ 870.57	\$ 23,505.39	13.00	\$ 11,317.41	\$ 7,966.00	\$ 19,283.41	82%	\$ 4,221.98
60	8" GATE VALVE	22.0	\$ 1,162.37	\$ 25,572.14	17.00	\$ 19,760.29	\$ 4,050.00	\$ 23,810.29	93%	\$ 1,761.85
	WATER FIRE PROTECTION ITEMS									
61	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL TEE, VALVE,	16.0	\$ 3,703.84	\$ 59,261.44	7.00	\$ 25,926.88	\$ 11,133.72	\$ 37,060.60	63%	\$ 22,200.84
62	REMOVAL OF EXISTING FIRE HYDRANT	9.0	\$ 787.02	\$ 7,083.18		\$ -	\$ -	\$ -		\$ 7,083.18
	WATER SERVICE ITEMS									
63	SERVICE TAP (3/4") (INCL, TAPPING SADDLE, CORP STOP, ETC	242.0	\$ 412.88	\$ 99,916.96	17.00	\$ 7,018.96	\$ 6,556.50	\$ 13,575.46	14%	\$ 86,341.50
64	SERVICE TAP (1") (INCL, TAPPING SADDLE, CORP STOP, ETC.)	33.0	\$ 760.38	\$ 25,092.54		\$ -	\$ 2,145.42	\$ 2,145.42	9%	\$ 22,947.12
65	SERVICE TUBING (OPEN CUT) (3/4")	1985.0	\$ 6.28	\$ 12,465.80	192.00	\$ 1,205.76	\$ -	\$ 1,205.76	10%	\$ 11,260.04
66	SERVICE TUBING (OPEN CUT) (1")	400.0	\$ 6.41	\$ 2,564.00		\$ -	\$ -	\$ -		\$ 2,564.00
	TOTALS			\$ 2,099,022.17		\$ 985,363.62	\$ 289,337.74	\$ 1,274,701.36		\$ 824,320.81

EJCDC No. C-620 (2002 Edition)

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Progress Estimate

Contractor's Application

For (contract):		COMPREHENSIVE SEWER/WATER PHASE 8			Application Number: 7					
Application Period:		2/1/2018 TO 2/28/2019			Application Date: 8-Mar-19					
Pay Item	A	Bid Quantity	Unit Price	B	C	D	E	F	%	G
	Item Description			Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	(F)	Balance to Finish (F)
Subtotal from Previous Page										
67	SERVICE TUBING (BORED) (3/4")	4080.0	\$ 9.92	\$ 2,099,022.17	10.00	\$ 985,363.62	\$ 289,337.74	\$ 1,274,701.36	0%	\$ 824,320.81
68	SERVICE TUBING (BORED) (1")	400.0	\$ 10.04	\$ 4,016.00		\$ 99.20		\$ 99.20		\$ 40,374.40
69	WATER SERVICE METER (3/4")	13.0	\$ 440.65	\$ 5,728.45						\$ 4,016.00
70	WATER SERVICE METER (1")	2.0	\$ 652.32	\$ 1,304.64						\$ 5,728.45
MISCELLANEOUS CONSTRUCTION ITEMS										
71	CRUSHED AGGREGATE (SIZE 825)	5097.0	\$ 49.58	\$ 252,709.26	3512.95	\$ 174,172.06		\$ 174,172.06	69%	\$ 78,537.20
72	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	23770.0	\$ 7.68	\$ 182,553.60	11793.00	\$ 90,570.24		\$ 90,570.24	50%	\$ 91,983.36
73	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	1062.0	\$ 65.38	\$ 69,433.56	8.00	\$ 523.04		\$ 523.04	1%	\$ 68,910.52
74	HARDY STREET ROADWAY REPAIR (SPECIAL CONSTRUCTION)	50.0	\$ 332.97	\$ 16,648.50						\$ 16,648.50
75	9.5 MM HOT MIX ASPHALT	1652.0	\$ 133.94	\$ 221,268.88						\$ 221,268.88
76	19 MM HOT MIX ASPHALT	1273.0	\$ 173.59	\$ 220,980.07						\$ 220,980.07
77	CONCRETE SIDEWALK REPAIR (ALL DEPTHS)	55.0	\$ 66.59	\$ 3,662.45	16.00	\$ 1,065.44		\$ 1,065.44	29%	\$ 2,597.01
78	CONCRETE CURB & GUTTER (MATCH EXISTING TYPE)	370.0	\$ 96.86	\$ 35,838.20	5.00	\$ 484.30		\$ 484.30	1%	\$ 35,353.90
79	CONCRETE DITCH REPAIR	95.0	\$ 26.64	\$ 2,530.80						\$ 2,530.80
80	CLASS "B" CONCRETE, MINOR STRUCTURES	10.0	\$ 1,816.20	\$ 18,162.00						\$ 18,162.00
81	REINFORCING STEEL	470.0	\$ 4.18	\$ 1,964.60						\$ 1,964.60
82	INLET GRATINGS	765.0	\$ 6.87	\$ 5,255.55						\$ 5,255.55
83	INLET CASTINGS	79.0	\$ 6.20	\$ 489.80						\$ 489.80
84	12" CORRUGATED HDPE PIPE (DUAL WALL)	64.0	\$ 25.55	\$ 1,635.20						\$ 1,635.20
85	15" CORRUGATED HDPE PIPE (DUAL WALL)	20.0	\$ 40.48	\$ 809.60						\$ 809.60
86	12" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS	32.0	\$ 30.83	\$ 986.56						\$ 986.56
87	15" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS	370.0	\$ 27.86	\$ 10,308.20	56.00	\$ 1,560.16		\$ 1,560.16	15%	\$ 8,748.04
88	18" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS	210.0	\$ 32.66	\$ 6,858.60						\$ 6,858.60
89	18"x11" REINFORCED CONCRETE ARCH PIPE (CLASS 3) (PLASTI	76.0	\$ 50.08	\$ 3,806.08						\$ 3,806.08
90	REMOVAL OF EXISTING PIPE CROSS DRAINS (ALL SIZES AND DI	750.0	\$ 2.42	\$ 1,815.00	56.00	\$ 135.52		\$ 135.52	7%	\$ 1,679.48
TOTALS				\$ 3,208,261.37		\$ 1,253,973.58	\$ 289,337.74	\$ 1,543,311.32		\$ 1,664,950.05

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COMPREHENSIVE SEWER/WATER PHASE 8										Application Number: 7	
Application Period: 2/1/2018 TO 2/28/2019		Application Date: 8-Mar-19									
	A	Bid Quantity	Unit Price	Bid Value	C	D	E	F		G	
Pay Item	Item Description				Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)	
	Subtotal from Previous Page			\$ 3,208,261.37		\$ 1,253,973.58	\$ 289,337.74	\$ 1,543,311.32		\$ 1,664,950.05	
91	REMOVAL OF EXISTING CORRUGATED HDPE PIPE (ALL SIZES A	20.0	\$ 18.16	\$ 363.20		\$ -	\$ -	\$ -		\$ 363.20	
92	REMOVE, SALVAGE, AND RESET EXISTING WOOD FENCE	335.0	\$ 24.22	\$ 8,113.70		\$ -	\$ -	\$ -		\$ 8,113.70	
93	REMOVE, SALVAGE, AND RESET EXISTING NET WIRE FENCE	185.0	\$ 12.11	\$ 2,240.35		\$ -	\$ -	\$ -		\$ 2,240.35	
94	REMOVE, SALVAGE, AND RESET EXISTING CHAIN LINK FENCE	1435.0	\$ 14.53	\$ 20,850.55		\$ -	\$ -	\$ -		\$ 20,850.55	
95	6" YELLOW THERMOPLASTIC DETAIL TRAFFIC STRIPE	1550.0	\$ 2.42	\$ 3,751.00		\$ -	\$ -	\$ -		\$ 3,751.00	
96	LEGEND WHITE THERMOPLASTIC TRAFFIC MARKING (6" EQU	1440.0	\$ 2.42	\$ 3,484.80		\$ -	\$ -	\$ -		\$ 3,484.80	
97	SOLID SOD (INCL SOD, TOP SOIL, FERTILIZER, WATERING, ETC	8050.0	\$ 8.48	\$ 68,264.00		\$ -	\$ -	\$ -		\$ 68,264.00	
98	LANDSCAPE RESTORATION (INCL TOP SOIL, PLANTS, MULCH, V	630.0	\$ 18.16	\$ 11,440.80		\$ -	\$ -	\$ -		\$ 11,440.80	
99	CLEARING AND GRUBBING	2.0	\$ 2,239.98	\$ 4,479.96	0.72	\$ 1,612.79	\$ -	\$ 1,612.79	36%	\$ 2,867.17	
100	TEMPORARY EROSION CONTROL	1.0	\$ 18,162.01	\$ 18,162.01	0.60	\$ 10,897.21	\$ -	\$ 10,897.21	60%	\$ 7,264.80	
101	MAINTENANCE OF TRAFFIC	1.0	\$ 123,743.79	\$ 123,743.79	0.70	\$ 86,620.65	\$ -	\$ 86,620.65	70%	\$ 37,123.14	
102	MOBILIZATION	1.0	\$ 248,456.23	\$ 248,456.23	1.00	\$ 248,456.23	\$ -	\$ 248,456.23	100%	\$ -	
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EICDC No. C-620 (2002 Edition)

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

Monthly Totals

	1	2	3	4	5	6	7	8	9	10	TOTAL
	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
DESCRIPTION											
CAMP STREET AREA											
SEWER PIPE ITEMS											
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8" SDR-26 PVC SEWER PIPE (8'-10')											
8" SDR-26 PVC SEWER PIPE (10'-12')											
8" SDR-26 PVC SEWER PIPE (12'-14')											
10" SDR-26 PVC SEWER PIPE (0-6')											
10" SDR-26 PVC SEWER PIPE (6'-8')											
10" SDR-26 PVC SEWER PIPE (8'-10')											
10" SDR-26 PVC SEWER PIPE (10'-12')											
10" SDR-26 PVC SEWER PIPE (12'-14')											
10" SDR-26 PVC SEWER PIPE (14'-16')											
8" DUCTILE IRON SEWER PIPE (0-6')											
8" DUCTILE IRON SEWER PIPE (6'-8')											
10" DUCTILE IRON SEWER PIPE (0-6')											
10" DUCTILE IRON SEWER PIPE (6'-8')											
REMOVAL OF EXISTING SEWER LINE											
ABANDONMENT OF EXISTING SEWER LINE (ALL SIZES)											
TRACER WIRE SYSTEM FOR SEWER											
48" PRECAST CONCRETE SEWER MANHOLE (0-6)											
48" PRECAST CONCRETE SEWER MANHOLE (6-8)											
48" PRECAST CONCRETE SEWER MANHOLE (8-10)											
48" PRECAST CONCRETE SEWER MANHOLE (10-12)											
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8" SDR-26 PVC SEWER PIPE (12'-14')											
10" SDR-26 PVC SEWER PIPE (0-6')											
10" SDR-26 PVC SEWER PIPE (6'-8')											
10" SDR-26 PVC SEWER PIPE (8'-10')											
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10" SDR-26 PVC SEWER PIPE (14'-16')											
8" DUCTILE IRON SEWER PIPE (0-6')											
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REMOVAL OF EXISTING SEWER LINE											
ABANDONMENT OF EXISTING SEWER LINE (ALL SIZES)											
TRACER WIRE SYSTEM FOR SEWER											
48" PRECAST CONCRETE SEWER MANHOLE (0-6)											
48" PRECAST CONCRETE SEWER MANHOLE (6-8)											
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8" SDR-26 PVC SEWER PIPE (12'-14')											
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10" SDR-26 PVC SEWER PIPE (6'-8')											
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10" SDR-26 PVC SEWER PIPE (14'-16')											
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10" DUCTILE IRON SEWER PIPE (6'-8')											
REMOVAL OF EXISTING SEWER LINE											
ABANDONMENT OF EXISTING SEWER LINE (ALL SIZES)											
TRACER WIRE SYSTEM FOR SEWER											
48" PRECAST CONCRETE SEWER MANHOLE (0-6)											
48" PRECAST CONCRETE SEWER MANHOLE (6-8)											
48" PRECAST CONCRETE SEWER MANHOLE (8-10)											
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8" SDR-26 PVC SEWER PIPE (6'-8')											
8" SDR-26 PVC SEWER PIPE (8'-10')											
8" SDR-26 PVC SEWER PIPE (10'-12')											
8" SDR-26 PVC SEWER PIPE (12'-14')											
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10" SDR-26 PVC SEWER PIPE (8'-10')											
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10" SDR-26 PVC SEWER PIPE (12'-14')											
10" SDR-26 PVC SEWER PIPE (14'-16')											
8" DUCTILE IRON SEWER PIPE (0-6')											
8" DUCTILE IRON SEWER PIPE (6'-8')											
10" DUCTILE IRON SEWER PIPE (0-6')											
10" DUCTILE IRON SEWER PIPE (6'-8')											
REMOVAL OF EXISTING SEWER LINE											
ABANDONMENT OF EXISTING SEWER LINE (ALL SIZES)											
TRACER WIRE SYSTEM FOR SEWER											
48" PRECAST CONCRETE SEWER MANHOLE (0-6)											
48" PRECAST CONCRETE SEWER MANHOLE (6-8)											
48" PRECAST CONCRETE SEWER MANHOLE (8-10)											
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Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
23	48" PRECAST CONCRETE SEWER MANHOLE (12-14)											1
24	48" PRECAST CONCRETE SEWER MANHOLE (0-5) (FLAT TOP)							1				
25	60" PRECAST CONCRETE SEWER MANHOLE (0-6)	1										1
26	60" PRECAST CONCRETE SEWER MANHOLE (6-8)											
27	60" PRECAST CONCRETE SEWER MANHOLE (8-10)											
28	60" PRECAST CONCRETE SEWER MANHOLE (10-12)		1									1
29	60" PRECAST CONCRETE SEWER MANHOLE (6-8) (DOGHOUSE)											
30	60" PRECAST CONCRETE SEWER MANHOLE (10-12) (DOGHOUSE)											
31	72" PRECAST CONCRETE SPLITTER SEWER MANHOLE (10-12) (DOGHOUSE)											
32	DEMOLITION AND REMOVAL OF EXISTING MANHOLES (ALL TYPES)		5	8	4	3	1	3				24
33	ABANDONMENT OF EXISTING MANHOLE DROP MANHOLE ASSEMBLY (ALL DEPTHS)											
SEWER SERVICE ITEMS												
34	4" SANITARY SEWER SERVICE CLEANOUT	3	4	23	31	22	15	13				111
35	4" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	2	1	110	52							165
36	6" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	60	185	422	543	343	300	192				2045
37	8"x8"x6" PVC SERVICE TEE		7	23	30	21	15	11				107
38	10"x10"x6" PVC SERVICE TEE	5	2					2				7
39	8"x8"x6" DUCTILE IRON SERVICE TEE											2
WATER PIPE ITEMS												
40	2" & UNDER 150 PSI PVC WATER PIPE FOR CONNECTIONS (OPEN CUT)											
41	5" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)			431				743				1174
42	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)			1328	80		1616	835				3859
43	8" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)											
44	10" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)											
45	TRACER WIRE SYSTEM FOR WATER			1779			1636	1800				5215

Monthly Totals

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

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
67	SERVICE TUBING (BORED) (3/4")						10					10
68	SERVICE TUBING (BORED) (1")											
69	WATER SERVICE METER (3/4")											
70	WATER SERVICE METER (1")											
	MISCELLANEOUS CONSTRUCTION ITEMS											
71	CRUSHED AGGREGATE (SIZE 825)	68.35	583.34	631.67	373.08	399.2	784.08	673.23				3512.95
72	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	688	2108	2977	1514	1886	1840	780				11793
73	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)					8						8
74	HARDY STREET ROADWAY REPAIR (SPECIAL CONSTRUCTION)											
75	9.5 MM HOT MIX ASPHALT											
76	19 MM HOT MIX ASPHALT					16						16
77	CONCRETE SIDEWALK REPAIR (ALL DEPTHS)					5						5
78	CONCRETE CURB & GUTTER (MATCH EXISTING TYPE)											
79	CONCRETE DITCH REPAIR											
80	CLASS "B" CONCRETE, MINOR STRUCTURES											
81	REINFORCING STEEL											
82	INLET GRATINGS											
83	INLET CASTINGS											
84	12" CORRUGATED HDPE PIPE (DUAL WALL)											
85	15" CORRUGATED HDPE PIPE (DUAL WALL)											
86	12" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)											
87	15" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)					24	32					56
88	18" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)											
89	18"x11" REINFORCED CONCRETE ARCH PIPE (CLASS 3) (PLASTIC GASKETS)					24	32					56
90	REMOVAL OF EXISTING PIPE CROSS DRAINS (ALL SIZES AND DEPTHS)											

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
91	REMOVAL OF EXISTING CORRUGATED HDPE PIPE (ALL SIZES AND DEPTHS) AND RESET											
92	REMOVE, SALVAGE, AND RESET EXISTING WOOD FENCE											
93	REMOVE, SALVAGE, AND RESET EXISTING NET WIRE FENCE											
94	REMOVE, SALVAGE, AND RESET EXISTING CHAIN LINK FENCE											
95	6" YELLOW THERMOPLASTIC DETAIL TRAFFIC STRIPE											
96	LEGEND WHITE THERMOPLASTIC TRAFFIC MARKING (6" EQUIVALENT)											
97	SOLID SOD (INCL SOD, TOP SOIL, FERTILIZER, WATERING, ETC.)											
98	LANDSCAPE RESTORATION (INCL TOP SOIL, PLANTS, MULCH, WATERING, ETC.)											
99	CLEARING AND GRUBBING			0.32	0.1	0.1	0.1	0.1				0.72
100	TEMPORARY EROSION CONTROL			0.2	0.1	0.1	0.1	0.1				0.6
101	MAINTENANCE OF TRAFFIC	0.1	0.1	0.1	0.1	0.1	0.1	0.1				0.7
102	MOBILIZATION	0.5			0.5							1

Stored Material Summary

Contractor's Application

COMPREHENSIVE SEWER/WATER PHASE 8				Application Number: 7						
Application Period:		2/1/2018	TO	2/28/2019	Application Date: 8-Mar-19					
A	B	C		D		E		F		G
Pay Item No.	Unit Price	Materials Description								
CAMP STREET AREA SEWER PIPE ITEMS										
1	\$ 4.48	8" SDR-26 PVC SEWER PIPE (0-6')	-	\$ -	2,109	\$ 9,448.32	1,393	\$ 6,242.57	\$ 3,205.75	
2	\$ 4.48	8" SDR-26 PVC SEWER PIPE (6'-8')	-	\$ -	5,576	\$ 24,980.48	2,924	\$ 13,097.86	\$ 11,882.62	
3	\$ 4.48	8" SDR-26 PVC SEWER PIPE (8'-10')	-	\$ -	2,961	\$ 13,265.28	2,530	\$ 11,335.65	\$ 1,925.63	
4	\$ 4.48	8" SDR-26 PVC SEWER PIPE (10'-12')	-	\$ -	863	\$ 3,866.24	712	\$ 3,187.65	\$ 678.59	
5	\$ 4.48	8" SDR-26 PVC SEWER PIPE (12'-14')	-	\$ -	249	\$ 1,115.52	35	\$ 156.76	\$ 958.76	
6	\$ 7.04	10" SDR-26 PVC SEWER PIPE (0-6')	-	\$ -	25	\$ 176.00		\$ -	\$ 176.00	
7	\$ 7.04	10" SDR-26 PVC SEWER PIPE (6'-8')	-	\$ -	351	\$ 2,471.04	100	\$ 704.00	\$ 1,767.04	
8	\$ 7.04	10" SDR-26 PVC SEWER PIPE (8'-10')	-	\$ -	325	\$ 2,288.00	222	\$ 1,564.92	\$ 723.08	
9	\$ 7.04	10" SDR-26 PVC SEWER PIPE (10'-12')	-	\$ -	239	\$ 1,682.56	244	\$ 1,715.72	\$ -	
10	\$ 7.04	10" SDR-26 PVC SEWER PIPE (12'-14')	-	\$ -	130	\$ 915.20		\$ -	\$ 915.20	
11	\$ 7.04	10" SDR-26 PVC SEWER PIPE (14'-16')	-	\$ -	8	\$ 56.32		\$ -	\$ 56.32	
12	\$ 28.12	8" DUCTILE IRON SEWER PIPE (0-6')	-	\$ -	384	\$ 10,798.08	199	\$ 5,595.88	\$ 5,202.20	
13	\$ 28.12	8" DUCTILE IRON SEWER PIPE (6'-8')	-	\$ -	20	\$ 562.40		\$ -	\$ 562.40	
14	\$ 38.12	10" DUCTILE IRON SEWER PIPE (0-6')	-	\$ -	25	\$ 953.00		\$ -	\$ 953.00	
15	\$ 38.12	10" DUCTILE IRON SEWER PIPE (6'-8')	-	\$ -	30	\$ 1,143.60		\$ -	\$ 1,143.60	
16		REMOVAL OF EXISTING SEWER LINE	-	\$ -		\$ -	7,142	\$ -	\$ -	
17		ABANDONMENT OF EXISTING SEWER LINE (ALL SIZES)	-	\$ -		\$ -		\$ -	\$ -	
18	\$ 1.14	TRACER WIRE SYSTEM FOR SEWER	-	\$ -	19,153	\$ 21,834.42	10,364	\$ 11,814.80	\$ 10,019.62	
SEWER MANHOLE ITEMS										
19	\$ 876.99	48" PRECAST CONCRETE SEWER MANHOLE (0-6)	-	\$ -	6	\$ 5,261.94	8	\$ 7,015.92	\$ -	
20	\$ 1,018.02	48" PRECAST CONCRETE SEWER MANHOLE (6-8)	-	\$ -	32	\$ 32,576.64	12	\$ 12,216.24	\$ 20,360.40	
21	\$ 1,191.00	48" PRECAST CONCRETE SEWER MANHOLE (8-10)	-	\$ -	8	\$ 9,528.00	7	\$ 8,337.00	\$ 1,191.00	
22	\$ 1,346.00	48" PRECAST CONCRETE SEWER MANHOLE (10-12)	-	\$ -	1	\$ 1,346.00	1	\$ 1,346.00	\$ -	
TOTALS				\$ -	\$ 144,269.04		\$ 84,330.97	\$ 61,725.21		
10/2/2018										

EJCDC No. C-620 (2002 Edition)

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

Stored Material Summary

Contractor's Application

COMPREHENSIVE SEWER/WATER PHASE 8					Application Number: 7	
Application Period:		2/1/2018	TO	2/28/2019	Application Date: 8-Mar-19	
A	B	C			D	
Pay Item No.	Unit Price	Materials Description	Stored Previously		E	
			Quantity	Amount (\$)	Quantity	Amount (\$)
Subtotal From Previous Page				144269.04	84330.9732	61725.2052
23	\$ 1,412.67	48" PRECAST CONCRETE SEWER MANHOLE (12-14)	-	\$ -	3	\$ 4,238.01
24	\$ 929.33	48" PRECAST CONCRETE SEWER MANHOLE (0-6) (FLAT TOP)	-	\$ -	3	\$ 2,787.99
25	\$ 1,552.52	60" PRECAST CONCRETE SEWER MANHOLE (0-6)	-	\$ -	1	\$ 1,552.52
26	\$ 1,550.00	60" PRECAST CONCRETE SEWER MANHOLE (6-8)	-	\$ -	1	\$ 1,550.00
27	\$ 1,850.00	60" PRECAST CONCRETE SEWER MANHOLE (8-10)	-	\$ -	1	\$ 1,850.00
28	\$ 2,156.00	60" PRECAST CONCRETE SEWER MANHOLE (10-12)	-	\$ -	1	\$ 2,156.00
29	\$ 575.00	60" PRECAST CONCRETE SEWER MANHOLE (6-8) (DOGHOUSE)	-	\$ -	2	\$ 1,150.00
30	\$ 2,665.00	72" PRECAST CONCRETE SPLITTER SEWER MANHOLE (10-12) (DOGHOUSE)	-	\$ -	1	\$ 2,665.00
31		DEMOLITION AND REMOVAL OF EXISTING MANHOLES (ALL TYPES)	-	\$ -	24.00	\$ -
32		ABANDONMENT OF EXISTING MANHOLE	-	\$ -		\$ -
33	\$ 649.28	DROP MANHOLE ASSEMBLY (ALL DEPTHS)	-	\$ -	1	\$ 649.28
SEWER SERVICE ITEMS						
34	\$ 170.25	4" SANITARY SEWER SERVICE CLEANOUT	-	\$ -	220	\$ 37,455.00
35		4" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	-	\$ -	165.00	\$ -
36	\$ 2.34	6" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	-	\$ -	3,792	\$ 8,873.28
37	\$ 58.40	8"x8"x6" PVC SERVICE TEE	-	\$ -	203	\$ 11,855.20
38	\$ 220.22	10"x10"x6" PVC SERVICE TEE	-	\$ -	20	\$ 4,404.40
39	\$ 480.00	8"x8"x6" DUCTILE IRON SERVICE TEE	-	\$ -	5	\$ 2,400.00
WATER PIPE ITEMS						
40	\$ 1.06	2" & UNDER 150 PSI PVC WATER PIPE FOR CONNECTIONS (OPEN CUT)	-	\$ -	40	\$ 42.40
41	\$ 16.58	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	-	\$ -	5,344	\$ 88,603.52
42	\$ 17.23	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	-	\$ -	4,680	\$ 80,636.40
43	\$ 18.51	8" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)	-	\$ -	500	\$ 9,255.00
44	\$ 25.77	10" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)	-	\$ -	360	\$ 9,277.20
45	\$ 1.00	TRACER WIRE SYSTEM FOR WATER	-	\$ -	22,864	\$ 22,864.00
TOTALS				\$ 438,534.24		\$ 212,570.18
						\$ 17,649.00
						\$ 227,751.20

EICDC No. C-620 (2002 Edition)

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

Stored Material Summary

Contractor's Application

For (contract):		COMPREHENSIVE SEWER/WATER PHASE 8				Application Number: 7				
Application Period:		2/1/2018		TO 2/28/2019		Application Date: 8-Mar-19				
A	B	C		D		E		F		G
Pay Item No.	Unit Price	Materials Description		Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Materials Remaining in Storage (\$)(D + E - F)
		Subtotal From Previous Page			438534.24		212570.1832		227751.1952	
		WATER CONNECTION ITEMS								
46	\$ 116.50	CUT AND CAP EXISTING WATER LINE IN PLACE		-	\$ -	6	\$ 699.00		\$ -	\$ 699.00
47	\$ 222.00	CONNECTION: PROPOSED 6" TO EXISTING 2" (STRAIGHT-REDUCER AND COUPLING)		-	\$ -	1	\$ 222.00		\$ -	\$ 222.00
48	\$ 239.00	CONNECTION: PROPOSED 6" TO EXISTING 6" (STRAIGHT-COUPLING)		-	\$ -	2	\$ 478.00		\$ -	\$ 478.00
49	\$ 654.00	CONNECTION: PROPOSED 6" TO EXISTING 6" (TEE & OTHER FITTINGS)		-	\$ -	3	\$ 1,962.00	2.00	\$ 1,308.00	\$ 654.00
50	\$ 1,344.00	CONNECTION: PROPOSED 6" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)		-	\$ -	8	\$ 10,752.00		\$ -	\$ 10,752.00
51	\$ 2,959.00	CONNECTION: PROPOSED 6" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)		-	\$ -	2	\$ 5,918.00		\$ -	\$ 5,918.00
52	\$ 654.00	CONNECTION: PROPOSED 6" TO PROPOSED 6" (TEE & OTHER FITTINGS)		-	\$ -	1	\$ 654.00		\$ -	\$ 654.00
53	\$ 916.00	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER FITTINGS)		-	\$ -	11	\$ 10,076.00	7.00	\$ 6,412.00	\$ 3,664.00
54	\$ 2,006.00	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)		-	\$ -	1	\$ 2,006.00		\$ -	\$ 2,006.00
55	\$ 2,532.00	CONNECTION: PROPOSED 8" TO EXISTING 8" (HOT TAP w/ VALVE ASSEMBLY)		-	\$ -	1	\$ 2,532.00	1.00	\$ 2,532.00	\$ -
56	\$ 3,782.90	CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)		-	\$ -	3	\$ 11,348.70	2.00	\$ 7,565.80	\$ 3,782.90
57	\$ 355.00	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & OTHER FITTINGS)		-	\$ -	5	\$ 1,775.00	4.00	\$ 1,420.00	\$ 355.00
58	\$ 550.00	CONNECTION: PROPOSED 8" TO PROPOSED 8" (TEE & OTHER FITTINGS)		-	\$ -	3	\$ 1,650.00	2.00	\$ 1,100.00	\$ 550.00
		WATER VALVE ITEMS								
59	\$ 569.00	6" GATE VALVE		-	\$ -	27	\$ 15,363.00	13.00	\$ 7,397.00	\$ 7,966.00
60	\$ 810.00	8" GATE VALVE		-	\$ -	22	\$ 17,820.00	17.00	\$ 13,770.00	\$ 4,050.00
61	\$ 1,237.08	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL TEE, VALVE, HYDRANT, BRASS TAG, PIPE, & OT		-	\$ -	16	\$ 19,793.28	7.00	\$ 8,659.56	\$ 11,133.72
62		REMOVAL OF EXISTING FIRE HYDRANT		-	\$ -		\$ -		\$ -	\$ -
		WATER FIRE PROTECTION ITEMS								
		WATER SERVICE ITEMS								
63	\$ 70.50	SERVICE TAP (3/4") (INCL, TAPPING SADDLE, CORP STOP, ETC.)		-	\$ -	110	\$ 7,755.00	17.00	\$ 1,198.50	\$ 6,556.50
64	\$ 73.98	SERVICE TAP (1") (INCL, TAPPING SADDLE, CORP STOP, ETC.)		-	\$ -	29	\$ 2,145.42		\$ -	\$ 2,145.42
65		SERVICE TUBING (OPEN CUT) (3/4")		-	\$ -		\$ -	192.00	\$ -	\$ -
66		SERVICE TUBING (OPEN CUT) (1")		-	\$ -		\$ -		\$ -	\$ -
		TOTALS		\$ -	\$ -		\$ 551,483.64		\$ 263,933.04	\$ 289,337.74

EJCDC No. C-620 (2002 Edition)

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

Stored Material Summary

Contractor's Application

For (contract):				COMPREHENSIVE SEWER/WATER PHASE 8				Application Number: 7			
Application Period:				2/1/2018 TO 2/28/2019				Application Date: 8-Mar-19			
A	B	C	D	E		F		G			
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$ (D + E - F))		
			Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)			
		Subtotal From Previous Page							289337.7352		
67		SERVICE TUBING (BORED) (3/4")	-	\$ -			10.00	\$ -	\$ -		
68		SERVICE TUBING (BORED) (1")	-	\$ -				\$ -	\$ -		
69		WATER SERVICE METER (3/4")	-	\$ -				\$ -	\$ -		
70		WATER SERVICE METER (1")	-	\$ -				\$ -	\$ -		
MISCELLANEOUS CONSTRUCTION ITEMS											
71		CRUSHED AGGREGATE (SIZE 825)	-	\$ -			3,512.95	\$ -	\$ -		
72		SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	-	\$ -			11,793.00	\$ -	\$ -		
73		CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	-	\$ -			8.00	\$ -	\$ -		
74		HARDY STREET ROADWAY REPAIR (SPECIAL CONSTRUCTION)	-	\$ -				\$ -	\$ -		
75		9.5 MM HOT MIX ASPHALT	-	\$ -				\$ -	\$ -		
76		19 MM HOT MIX ASPHALT	-	\$ -				\$ -	\$ -		
77		CONCRETE SIDEWALK REPAIR (ALL DEPTHS)	-	\$ -			16.00	\$ -	\$ -		
78		CONCRETE CURB & GUTTER (MATCH EXISTING TYPE)	-	\$ -			5.00	\$ -	\$ -		
79		CONCRETE DITCH REPAIR	-	\$ -				\$ -	\$ -		
80		CLASS "B" CONCRETE, MINOR STRUCTURES	-	\$ -				\$ -	\$ -		
81		REINFORCING STEEL	-	\$ -				\$ -	\$ -		
82		INLET GRATINGS	-	\$ -				\$ -	\$ -		
83		INLET CASTINGS	-	\$ -				\$ -	\$ -		
84		12" CORRUGATED HDPE PIPE (DUAL WALL)	-	\$ -				\$ -	\$ -		
85		15" CORRUGATED HDPE PIPE (DUAL WALL)	-	\$ -				\$ -	\$ -		
86		12" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	-	\$ -				\$ -	\$ -		
87		15" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	-	\$ -			56.00	\$ -	\$ -		
88		18" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	-	\$ -				\$ -	\$ -		
89		18"x11" REINFORCED CONCRETE ARCH PIPE (CLASS 3) (PLASTIC GASKETS)	-	\$ -				\$ -	\$ -		
90		REMOVAL OF EXISTING PIPE CROSS DRAINS (ALL SIZES AND DEPTHS)	-	\$ -			56.00	\$ -	\$ -		
			\$ -					\$ -			
TOTALS			\$ -	\$ 551,483.64				\$ 263,933.04	\$ 289,337.74		

EICDC No. C-620 (2002 Edition)

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



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

February 28, 2019
Project No: 1273-S010
Invoice No: 20694

Project Manager John Weeks

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

Professional Services from January 27, 2019 to February 23, 2019

Phase CM Construction Phase Services

Professional Personnel

	Hours	Rate	Amount
CADD TECHNICIAN I			
Sullivan, Richard	1.00	105.00	105.00
RESIDENT PROJECT REPRESENTATIVE			
Jackson, Terry	12.00	85.00	1,020.00
Tingle, William	127.00	95.00	12,065.00
PROJECT ENGINEER			
Weeks, John	20.50	175.00	3,587.50
Totals	160.50		16,777.50
Total Labor			16,777.50
Total this Phase			\$16,777.50
Total this Invoice			\$16,777.50

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

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

093695. 7220.70
MB 2011-4/89-110



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

February 28, 2019
Project No: 1273-S011
Invoice No: 20695

Project Manager John Weeks
Project 1273-S011 ComSWIP Sewer Phase X - Quinn St. Area
Professional Services from January 27, 2019 to February 23, 2019
Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Sullivan, Richard	1.50	105.00	157.50	
RESIDENT PROJECT REPRESENTATIVE				
Jackson, Terry	15.00	85.00	1,275.00	
Phillips, Michael	101.50	85.00	8,627.50	
RESIDENT PROJECT REPRESENTATIVE				
Phillips, Michael	11.00	85.00	935.00	
PROJECT ENGINEER				
Weeks, John	45.00	175.00	7,875.00	
Totals	174.00		18,870.00	
Total Labor				18,870.00
		Total this Invoice		\$18,870.00

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

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

February 28, 2019
Project No: 11254
Invoice No: 20698

Project Manager Kyle Wallace

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

Professional Services from January 19, 2019 to February 23, 2019

Professional Personnel

	Hours	Rate	Amount	
RESIDENT PROJECT REPRESENTATIVE				
Jackson, Terry	1.00	85.00	85.00	
Phillips, Michael	12.00	85.00	1,020.00	
RESIDENT PROJECT REPRESENTATIVE				
Phillips, Michael	12.50	85.00	1,062.50	
PROJECT ENGINEER				
Sellers, Bennie	1.00	150.00	150.00	
Wallace, Kyle	3.50	175.00	612.50	
Totals	30.00		2,930.00	
Total Labor				2,930.00
		Total this Invoice		\$2,930.00

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

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MB 2012-1/34



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

February 28, 2019
Project No: 1273-S005
Invoice No: 20702

Project Manager Kyle Wallace
Project 1273-S005 ComSWIP Sewer Phase V

Professional Services from January 27, 2019 to February 23, 2019

Phase CM Phase V - Construction Phase Services

Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Sellers, Bennie	1.00	150.00	150.00	
Wallace, Kyle	1.00	175.00	175.00	
Totals	2.00		325.00	
Total Labor				325.00
		Total this Phase		\$325.00
		Total this Invoice		\$325.00

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

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093695.7220.54
MB 2012-1/4/13



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

February 28, 2019
Project No: 1273-S015
Invoice No: 20703

Project Manager Kyle Wallace

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

Professional Services from January 27, 2019 to February 23, 2019

Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Simmons, Skyler	59.00	90.00	5,310.00	
Sullivan, Richard	11.50	105.00	1,207.50	
PROJECT ENGINEER				
Wallace, Kyle	32.50	175.00	5,687.50	
Totals	103.00		12,205.00	
Total Labor				12,205.00
		Total this Invoice		\$12,205.00

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

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093695.7220.74
MB 2011-4/89-110



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

February 28, 2019
Project No: 1273-W007
Invoice No: 20704

Project Manager Kyle Wallace
Project 1273-W007 ComSWIP Water Phase II - Palmers Crossing

Professional Services from January 27, 2019 to February 23, 2019

Phase CM Palmer's Crossing - Construction Phase

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Jackson, Terry	7.00	85.00	595.00	
Totals	7.00		595.00	
Total Labor				595.00
		Total this Phase		\$595.00
		Total this Invoice		\$595.00

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

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093695. 7245.51
MB 2011-4/89-110



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

February 28, 2019
Project No: 1273-W013.001
Invoice No: 20705

Project Manager Kyle Wallace

Project 1273-W013.001 COMSWIP Water Phase V - I59 Crossing - Construction Phase

Professional Services from January 27, 2019 to February 23, 2019

Phase CM Construction Management

Professional Personnel

	Hours	Rate	Amount	
RESIDENT PROJECT REPRESENTATIVE				
Jackson, Terry	3.00	85.00	255.00	
PROJECT ENGINEER				
Wallace, Kyle	1.00	175.00	175.00	
Totals	4.00		430.00	
Total Labor				430.00
		Total this Phase		\$430.00
		Total this Invoice		\$430.00

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

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MB 2011-4/89-110



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

February 28, 2019
Project No: 11258
Invoice No: 20709

Project Manager Shea McNease

Project 11258 Infrastructure Improvements on Katie Ave & Arledge St

Professional Services from January 27, 2019 to February 23, 2019

Phase CM Construction Management

Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Sullivan, Richard	.50	105.00	52.50	
RESIDENT PROJECT REPRESENTATIVE				
Jackson, Terry	32.00	85.00	2,720.00	
Tingle, William	17.00	95.00	1,615.00	
PROJECT ENGINEER				
McNease, Shea	11.00	175.00	1,925.00	
Totals	60.50		6,312.50	
Total Labor				6,312.50
		Total this Phase		\$6,312.50
		Total this Invoice		\$6,312.50

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

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093695.7245.13
MB 2018-25



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

February 28, 2019
Project No: 1273-S014
Invoice No: 20714

Project Manager Shea McNease
Project 1273-S014 ComSWIP Sewer Phase IX Bushman & 2nd

Professional Services from January 27, 2019 to February 23, 2019

Phase DD Design Phase Services

Professional Personnel

	Hours	Rate	Amount
CAD TECHNICIAN II			
Trahan, Beau	31.50	90.00	2,835.00
PROJECT ENGINEER			
McNease, Shea	7.50	175.00	1,312.50
Totals	39.00		4,147.50
Total Labor			4,147.50
Total this Phase			\$4,147.50
Total this Invoice			\$4,147.50

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

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093695.7220.71
MTB 2011-4/89-110



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

February 28, 2019
Project No: 1273-S016
Invoice No: 20715

Project Manager Shea McNease
Project 1273-S016 Tuscan Avenue Sewer Rehab
Professional Services from January 27, 2019 to February 23, 2019
Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Sullivan, Richard	5.50	105.00	577.50	
CAD TECHNICIAN II				
Trahan, Beau	27.00	90.00	2,430.00	
ENGINEERING INTERN				
Thomas, Louis	2.00	115.00	230.00	
FIELD CREW				
Crew, Field	2.00	175.00	350.00	
PROJECT ENGINEER				
McNease, Shea	17.00	175.00	2,975.00	
Totals	53.50		6,562.50	
Total Labor				6,562.50
		Total this Invoice		\$6,562.50

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

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

093695.7220.68
MB 2011-4/89-110

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **April, 2019**, took up for consideration the matter of Resolution requesting and authorizing Requisition No. **39** from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated August 18, 2016.

RESOLUTION 2019-129

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING REQUISITION NO. 39 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. **39** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$304,170.31** 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. **39** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Three Hundred Four Thousand One Hundred Seventy and 31/100 dollars (\$304,170.31)** 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. **39** in the total aggregate amount **Three Hundred Four Thousand One Hundred Seventy and 31/100 dollars (\$304,170.31)** 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 George seconded by Council Vice President Dryden, and was adopted by the following vote, to wit:

YEAS:

**George
Delgado
Carroll
Dryden
Brown**

NAYS:

None

ABSENT:

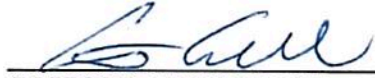
None

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of **April, 2019**.




CLERK OF COUNCIL

ADOPTED:


COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 2nd day of April, 2019.

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.: 39

DATE OF REQUISITION: 4/2/2019

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7245.13	91,651.69	Pay App. #1	Katie Ave & Arledge St Infrastructure 12/3/18 - 2/28/19 MB 2018-212
2	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7220.70	143,363.62	Pay Est 7	Sewer Improvements Ph VIII - Camp St. Area Period: 2/1/19 - 2/28/19 MB: 2018-108
3	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.70	16,777.50	20694	Sewer Improvements Ph VIII - Camp St. Area Period: 01/27/19 - 02/23/19 MB 2011-4/89-110 SDW #1273-S010
4	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.72	18,870.00	20695	Sewer Improvements Phase X - Quinn St. Area Period: 01/27/19 - 02/23/19 MB 2011-4/89-110 SDW #1273-S011
5	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.12	2,930.00	20698	North 40th & North 39th Ave Period: 01/27/19 - 02/23/19 MB 2012-1/34 SDW #11254

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
6	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.54	325.00	20702	Sewer Improvements Ph V Period: 01/27/19 - 02/23/19 MB 2011-4/89-110 & 2012-1/413 SDW Project# 1273-S005
7	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.74	12,205.00	20703	Sewer Improvements Ph XII Period: 01/27/19 - 02/23/19 MB 2011-4/89-110 SDW #1273-S012
8	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.51	595.00	20704	Water Ph II - Palmers Crossing Period: 01/27/19 - 02/23/19 MB 2011-4/89-110 SDW #1273-W007
9	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.62	430.00	20705	Water Ph V Period: 01/27/19 - 02/23/19 MB 2011-4/89-110 SDW # 1273-W013
10	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.13	6,312.50	20709	Katie Ave & Arledge St Infrastructure Period: 01/27/19 - 02/23/19 MB 2018-25 SDW #11258
11	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.71	4,147.50	20714	Sewer Improvements Phase IX - Buschman & 2nd Period: 01/27/19 - 02/23/19 MB 2011-4/89-110 SDW #1273-S014
12	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.68	6,562.50	20715	Sewer Improvements Tuscan Ave Period: 01/27/19 - 02/23/19 MB 2011-4/89-110 SDW #1273-S016
			304,170.31		



Engineering Progress

March 14, 2019

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

C.B. Developers

Attn: Lamar Rutland, P.E.

Re: Infrastructure Rehabilitation, Arledge Street and Katie Avenue Area
City of Hattiesburg

Dear Lamar:

Enclosed please find Pay Estimate No. 1 for the above referenced project in the amount of \$91,651.69.

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

Sincerely,

Shea E. McNease, P.E.
Project Engineer

/aa

Enclosure

093695. 7245.13

MB 2018-729
212



Contractor's Application for Payment No. 1

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE		Application Period: 12/3/2018 - 2/28/2019	Application Date: 3/6/2019
To (Owner):	CITY OF HATTIESBURG, MS	From (Contractor):	C. B. Developers, Inc.
Project:	INFRASTRUCTURE REHAB, ARLEDGE & KATIE AVE AREA	Contract:	
Owner's Contract No.:	Not Applicable	Contractor's Project No.:	
		Engineer's Project No.:	

Application For Payment
Change Order Summary

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

1. ORIGINAL CONTRACT PRICE..... \$ 1,035,127.45
2. Net change by Change Orders..... \$
3. Current Contract Price (Line 1 + 2)..... \$ 1,035,127.45
4. TOTAL COMPLETED AND STORED TO DATE
(Column F total on Progress Estimates)..... \$ 96,475.46
5. RETAINAGE:
a. 5% X \$96,475.46 Work Completed..... \$ 4,823.77
b. 5% X Stored Material..... \$
c. Total Retainage (Line 5.a + Line 5.b)..... \$ 4,823.77
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 91,651.69
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$
8. AMOUNT DUE THIS APPLICATION..... \$ 91,651.69
9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G total on Progress Estimates + Line 5.c above)..... \$ 94,827.76

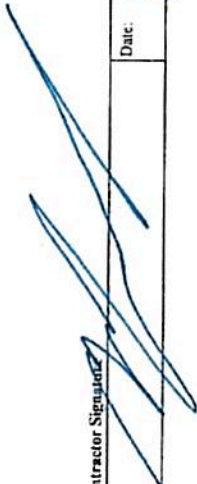
Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment.

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective

Contractor Signature:  Date: 3/12/19

Payment of: \$ 91,651.69 (Line 8 or other - attach explanation of the other amount)

is recommended by:  (Engineer) 3/14/19 (Date)

Payment of: \$ 91,651.69 (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)		Application Number: 1				
Application Period: 12/3/2018 - 2/28/2019		Application Date: 3/6/2019				
A		B			F	
Item		Contract Information			Value of Work	
Bid Item No	Description	Item Quantity	Units	Unit Price	Estimated Quantity Installed	Value of Work Installed to Date
ARLEDGE STREET (ROADWAY)						
1	CLEARING AND GRUBBING	1	LS	\$622.20	1	\$622.20
2	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	685	SY	\$3.11	43.56	\$135.47
3	REMOVAL OF CURB &/ OR CURB & GUTTER, ALL TYPES	707	LF	\$3.11		
4	REMOVAL OF UTILITIES	1	LS	\$12,444.00		
5	EXCESS EXCAVATION, LVM, AH	65	CY	\$14.93		
6	SAND BAGS	150	EA	\$18.67		
7	WATLED, 20"	150	LF	\$9.01		
8	GRANULAR MATERIAL (LVM) (CLASS 9, GROUP B)	98	CY	\$9.96		
9	9.5 MM, MT, ASPHALT PAVEMENT	197	TON	\$205.33		
10	19 MM, MT, ASPHALT PAVEMENT	81	TON	\$205.33		
11	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	1,479	SY	\$14.93		
12	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" TH	178	SY	\$78.40		
13	COMBINATION CONCRETE CURB & GUTTER, PER PLANS	520	LF	\$26.13		
14	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	386	SY	\$33.51		
15	CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURE	26	CY	\$2,001.00		
16	REINFORCING STEEL	2,370	LBS	\$1.80		
17	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	312	LF	\$37.18		
18	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	226	LF	\$53.15		
19	8" CORRUGATED POLYETHYLENE PIPE	12	LF	\$36.55		
20	10" CORRUGATED POLYETHYLENE PIPE	12	LF	\$39.30		
21	12" CORRUGATED POLYETHYLENE PIPE	12	LF	\$41.92		
22	CASTINGS	553	LBS	\$7.35		
23	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	1,490	LF	\$1.24		
24	THERMOPLASTIC DETAIL STRIPE, WHITE	312	LF	\$2.49		
Total						\$757.67
						\$238,861.05
						\$13,955.20
						\$13,587.60
						\$20,654.86
						\$4,266.00
						\$11,600.16
						\$12,011.90
						\$438.60
						\$471.60
						\$503.04
						\$4,064.55
						\$1,847.60
						\$776.88
						\$238,103.38

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):										Application Number: I			
Application Period: 12/3/2018 - 2/28/2019										Application Date: 3/6/2019			
A										F			
Item		Contract Information						E	D	C	B		
Bid Item No	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)		Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)	
SUBTOTAL FROM PREVIOUS PAGE													
25	THERMOPLASTIC LEGEND, WHITE	142	LF	\$2.49	\$238,861.05			\$757.67		\$757.67		\$238,103.38	
26	DETECTABLE WARNING, PER PLANS	165	SF	\$68.44	\$11,292.60							\$353.58	
27	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0'125" TH	10	SF	\$24.27	\$242.70							\$11,292.60	
28	STEEL U-SECTION POSTS, 2.0 LBS/FT	52	LF	\$9.96	\$517.92							\$242.70	
29	MAINTENANCE OF TRAFFIC	1	LS	\$10,577.40	\$10,577.40		0.25	\$2,644.35		\$2,644.35	25.0%	\$517.92	
30	MOBILIZATION	1	LS	\$31,110.00	\$31,110.00		0.4	\$12,444.00		\$12,444.00	40.0%	\$7,933.05	
KATIE AVENUE (ROADWAY)													
1	CLEARING AND GRUBBING	1	LS	\$622.20	\$622.20		1	\$622.20		\$622.20	100.0%	\$18,666.00	
2	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	1,782	SY	\$3.11	\$5,542.02		350	\$1,088.50		\$1,088.50	19.6%	\$4,453.52	
3	REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS	22	SY	\$3.11	\$68.42		71.34	\$221.87		\$221.87	324.3%	\$153.45	
4	REMOVAL OF CONCRETE WALKS, ALL DEPTHS	217	SY	\$3.11	\$674.87							\$674.87	
5	REMOVAL OF CURB &/OR CURB & GUTTER, ALL TYPES	440	LF	\$3.11	\$1,368.40							\$1,368.40	
6	REMOVAL OF UTILITIES	1	LS	\$12,444.00	\$12,444.00							\$12,444.00	
7	REMOVAL OF INLET AND JUNCTION BOX, ALL TYPES & SIZES	1	EA	\$186.66	\$186.66							\$186.66	
8	REMOVE AND RESET SIGNS, ALL SIZES	2	EA	\$12.44	\$24.88							\$24.88	
9	EXCESS EXCAVATION, LVM, AH	346	CY	\$3.73	\$1,290.58							\$1,290.58	
10	SAND BAGS	150	EA	\$18.67	\$2,800.50							\$2,800.50	
11	WATTLES, 20"	250	LF	\$10.86	\$2,715.00							\$2,715.00	
12	GRANULAR MATERIAL (LYMKCLASS 9, GROUP B)	519	CY	\$9.96	\$5,169.24							\$5,169.24	
13	9.5 MM, MT, ASPHALT PAVEMENT	97	TON	\$205.33	\$19,917.01							\$19,917.01	
14	19 MM, MT, ASPHALT PAVEMENT	312	TON	\$205.33	\$64,062.96							\$64,062.96	
15	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	20	SY	\$14.93	\$298.60							\$298.60	
16	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" TH	91	SY	\$78.40	\$7,134.40							\$7,134.40	
17	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" TH	19	SY	\$112.00	\$2,128.00							\$2,128.00	
18	COMBINATION CONCRETE CURB & GUTTER, PER PLANS	723	LF	\$26.13	\$18,891.99							\$18,891.99	
Totals								\$17,778.59		\$17,778.59		\$420,516.39	

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract)										Application Number: I									
Application Period: 12/3/2018 - 2/28/2019										Application Date: 3/6/2019									
A										B		C	D	E	F				
Item										Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F/B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)														
SUBTOTAL FROM PREVIOUS PAGE																			
19	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, BROOK	477	SY	\$53.51	\$438,294.98							\$17,778.59					\$420,516.39		
20	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, STANDARD	16	SY	\$112.00	\$1,792.00												\$25,524.27		
21	CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURES	42	CY	\$2,001.00	\$84,042.00												\$1,792.00		
22	REINFORCING STEEL	3,568	LBS	\$1.80	\$6,422.40												\$84,042.00		
23	15" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	12	LF	\$37.15	\$445.80												\$6,422.40		
24	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	230	LF	\$37.18	\$8,551.40												\$445.80		
25	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	31	LF	\$53.15	\$1,647.65												\$8,551.40		
26	30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	204	LF	\$84.35	\$17,207.40												\$1,647.65		
27	44" X 27" REINFORCED CONCRETE ARCH PIPE, CLASS A3, P	103	LF	\$126.92	\$13,072.76												\$17,207.40		
28	51" X 31" REINFORCED CONCRETE ARCH PIPE, CLASS A3, P	255	LF	\$156.67	\$39,950.85												\$13,072.76		
29	51" X 31" REINFORCED CONCRETE ARCH PIPE END SECTION	1	EA	\$1,891.49	\$1,891.49												\$39,950.85		
30	CASTINGS	790	LBS	\$2.38	\$1,880.20												\$1,891.49		
31	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	780	LF	\$1.24	\$967.20												\$1,880.20		
32	THERMOPLASTIC DETAIL STRIPE, WHITE	336	LF	\$2.49	\$836.64												\$967.20		
33	THERMOPLASTIC LEGEND, WHITE	103	LF	\$2.49	\$256.47												\$836.64		
34	THERMOPLASTIC LEGEND, WHITE	10	SF	\$7.47	\$74.70												\$256.47		
35	DETECTABLE WARNING, PER PLANS	141	SF	\$68.44	\$9,650.04												\$74.70		
36	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" THICK	20	SF	\$24.27	\$485.40												\$9,650.04		
37	STEEL U-SECTION POSTS, 2.0 LBS/FT	78	LF	\$9.96	\$776.88												\$485.40		
38	MAINTENANCE OF TRAFFIC	1	LS	\$10,577.40	\$10,577.40												\$776.88		
39	MOBILIZATION	1	LS	\$31,110.00	\$31,110.00												\$2,644.35		
												0.25	\$2,644.35				\$2,644.35		
												0.4	\$12,444.00				\$12,444.00		
TRAFFIC SIGNAL RELOCATION																			
1	RELOCATION OF EXISTING TRAFFIC SIGNAL CONTROLLER	1	LS	\$43,460.68	\$43,460.68												\$18,666.00		
2	REMOVAL OF EXISTING TRAFFIC CONTROLLER BASE	1	EA	\$1,866.60	\$1,866.60												\$43,460.68		
3	MAINTENANCE OF TRAFFIC	1	LS	\$3,111.00	\$3,111.00												\$1,866.60		
Totals																	\$3,111.00		
																	\$32,866.94		
																	\$711,029.27		

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract)												Application Number: I			
Application Period: 12/3/2018 - 2/28/2019												Application Date: 3/6/2019			
A												F			
Item		Contract Information					B		C	D	E	Total Completed and Stored to Date (D + E)		% (F / B)	Balance to Finish (B - F)
Bid Item No	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)				
4	SUBTOTAL FROM PREVIOUS PAGE	1	LS	\$8,088.60	\$743,896.21					\$32,866.94			\$32,866.94		\$711,029.27
	MOBILIZATION				\$8,088.60										\$8,088.60
	ARLEGE STREET (WATER)														
1	12" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)	670	LF	\$45.53	\$30,505.10										\$30,505.10
2	8" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)	20	LF	\$37.29	\$745.80										\$745.80
3	6" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)	20	LF	\$33.60	\$672.00										\$672.00
4	4" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)	10	LF	\$32.21	\$322.10										\$322.10
5	3" SCH. 80 PVC (OPEN CUT)	90	LF	\$14.85	\$1,336.50										\$1,336.50
6	2" SCH. 80 PVC (OPEN CUT)	12	LF	\$13.64	\$163.68										\$163.68
7	1-1/2" SCH. 80 PVC (OPEN CUT)	60	LF	\$13.36	\$801.60										\$801.60
8	20" STEEL CASING (BORED)	60	LF	\$170.73	\$10,243.80										\$10,243.80
9	16" DR-11 HDPE (OPEN CUT)	60	LF	\$198.01	\$11,880.60										\$11,880.60
10	TRACER WIRE SYSTEM	942	LF	\$3.77	\$3,551.34										\$3,551.34
11	8" GATE VALVE	1	EA	\$1,515.62	\$1,515.62										\$1,515.62
12	6" GATE VALVE	1	EA	\$1,168.44	\$1,168.44										\$1,168.44
13	CONNECTION: PROPOSED 12" TO EXISTING 20" (HOT TAP)	1	EA	\$9,217.06	\$9,217.06										\$9,217.06
14	CONNECTION: PROPOSED 12" TO PROPOSED 12" (TEE)	1	EA	\$7,689.95	\$7,689.95										\$7,689.95
15	CONNECTION: PROPOSED 12" TO PROPOSED 8" (TEE & RED)	1	EA	\$5,083.13	\$5,083.13										\$5,083.13
16	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & RED)	1	EA	\$2,922.16	\$2,922.16										\$2,922.16
17	CONNECTION: PROPOSED 6" TO PROPOSED 4" (TEE)	1	EA	\$2,525.36	\$2,525.36										\$2,525.36
18	3-WAY FIRE HYDRANT WITH APPURTENANCES (INCL. TEE)	2	EA	\$5,587.12	\$11,174.24										\$11,174.24
19	5" FIRE SUPPRESSION CONNECTION	3	EA	\$4,895.89	\$14,687.67										\$14,687.67
20	3" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TEE)	4	EA	\$3,941.36	\$15,765.44										\$15,765.44
21	2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TEE)	1	EA	\$2,708.84	\$2,708.84										\$2,708.84
22	1-1/2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TEE)	2	EA	\$1,946.62	\$3,893.24										\$3,893.24
	KATIE AVENUE (WATER)														
	Totals				\$890,558.48					\$32,866.94			\$32,866.94		\$837,691.54

Monthly Totals

For (Contract):	Application Number: 1	
Application Period:	12/3/2018 - 2/28/2019	Application Date: 3/6/2019

ITEM NUMBER	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
	ARLEGE STREET (ROADWAY)											
1	CLEARING AND GRUBBING	1										1
2	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	43.56										43.56
3	REMOVAL OF CURB &/ OR CURB & GUTTER, ALL TYPES											
4	REMOVAL OF UTILITIES											
5	EXCESS EXCAVATION, LVM, AH											
6	SAND BAGS											
7	WATTLED, 20"											
8	GRANULAR MATERIAL (LVM) (CLASS 9, GROUP B)											
9	9.5 MM, MT, ASPHALT PAVEMENT											
10	19 MM, MT, ASPHALT PAVEMENT											
11	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS											
12	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" THICK, BROOM FINISH											
13	COMBINATION CONCRETE CURB & GUTTER, PER PLANS											
14	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT											
15	CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURES											
16	REINFORCING STEEL											
17	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS											
18	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS											
19	8" CORRUGATED POLYETHYLENE PIPE											
20	10" CORRUGATED POLYETHYLENE PIPE											
21	12" CORRUGATED POLYETHYLENE PIPE											
22	CASTINGS											
23	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW											
24	THERMOPLASTIC DETAIL STRIPE, WHITE											

Monthly Totals

For (Contract)		Application Number:	1
Application Period:	12/3/2018 - 2/28/2019	Application Date:	3/6/2019

ITEM NUMBER	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
25	THERMOPLASTIC LEGEND, WHITE											
26	DETECTABLE WARNING, PER PLANS											
27	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" THICKNESS											
28	STEEL U-SECTION POSTS, 2.0 LBS/FT											
29	MAINTENANCE OF TRAFFIC	0.25										0.25
30	MOBILIZATION	0.4										0.4
	KATIE AVENUE (ROADWAY)											
1	CLEARING AND GRUBBING	1										1
2	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	350										350
3	REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS	71.34										71.34
4	REMOVAL OF CONCRETE WALKS, ALL DEPTHS											
5	REMOVAL OF CURB &/ OR CURB & GUTTER, ALL TYPES											
6	REMOVAL OF UTILITIES											
7	REMOVAL OF INLET AND JUNCTION BOX, ALL TYPES & SIZES											
8	REMOVE AND RESET SIGNS, ALL SIZES											
9	EXCESS EXCAVATION, LVM, AH											
10	SAND BAGS											
11	WATTLES, 20"											
12	GRANULAR MATERIAL (LVM)(CLASS 9, GROUP B)											
13	9.5 MM, MT, ASPHALT PAVEMENT											
14	19 MM, MT, ASPHALT PAVEMENT											
15	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS											
16	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" THICK, BROOM FINISH											
17	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" THICK, STAMPED AND COLORED											
18	COMBINATION CONCRETE CURB & GUTTER, PER PLANS											

Monthly Totals

For (Contract):	Application Number		I
Application Period:	12/3/2018 - 2/28/2019	Application Date:	3/6/2019

ITEM NUMBER	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
19	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, BROOM FINISH											
20	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, STAMPED AND COLORED											
21	CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURES											
22	REINFORCING STEEL											
23	15" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS											
24	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS											
25	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS											
26	30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS											
27	44" X 27" REINFORCED CONCRETE ARCH PIPE, CLASS A3, FLEXIBLE PLASTIC GASKETS											
28	51" X 31" REINFORCED CONCRETE ARCH PIPE, CLASS A3, FLEXIBLE PLASTIC GASKETS											
29	51" X 31" REINFORCED CONCRETE ARCH PIPE END SECTION											
30	CASTINGS											
31	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW											
32	THERMOPLASTIC DETAIL STRIPE, WHITE											
33	THERMOPLASTIC LEGEND, WHITE											
34	THERMOPLASTIC LEGEND, WHITE											
35	DETECTABLE WARNING, PER PLANS											
36	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" THICKNESS											
37	STEEL U-SECTION POSTS, 2.0 LBS/FT											
38	MAINTENANCE OF TRAFFIC	0.25										0.25
39	MOBILIZATION	0.4										0.4
	TRAFFIC SIGNAL RELOCATION											
1	RELOCATION OF EXISTING TRAFFIC SIGNAL CONTROLLER, PER PLANS											
2	REMOVAL OF EXISTING TRAFFIC CONTROLLER BASE											
3	MAINTENANCE OF TRAFFIC											

Monthly Totals

For (Contract)		Application Number: 1
Application Period:	12/3/2018 - 2/28/2019	Application Date: 3/6/2019

ITEM NUMBER	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
4	MOBILIZATION											
	ARLEDGE STREET (WATER)											
1	12" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)											
2	8" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)											
3	6" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)											
4	4" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)											
5	3" SCH. 80 PVC (OPEN CUT)											
6	2" SCH. 80 PVC (OPEN CUT)											
7	1-1/2" SCH. 80 PVC (OPEN CUT)											
8	20" STEEL CASING (BORED)											
9	16" DR-11 HDPE (OPEN CUT)											
10	TRACER WIRE SYSTEM											
11	8" GATE VALVE											
12	6" GATE VALVE											
13	CONNECTION: PROPOSED 12" TO EXISTING 20" (HOT TAP w/ 12" VALVE)											
14	CONNECTION: PROPOSED 12" TO PROPOSED 12" (TEE)											
15	CONNECTION: PROPOSED 12" TO PROPOSED 8" (TEE & REDUCER)											
16	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & REDUCERS)											
17	CONNECTION: PROPOSED 6" TO PROPOSED 4" (TEE)											
18	3-WAY FIRE HYDRANT WITH APPURTENANCES (INCL. TEE, VALVE, HYDRANT, BRASS TAG, PIPE & OTHER FITTINGS)											
19	6" FIRE SUPPRESSION CONNECTION											
20	3" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER, METER BOX, ETC.)											
21	2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER, METER BOX, ETC.)											
22	1-1/2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER, METER BOX, ETC.)											
	KATIE AVENUE (WATER)											

Monthly Totals

For (Contract):		Application Number:	1
Application Period:	12/1/2018 - 2/28/2019	Application Date:	3/6/2019

ITEM NUMBER	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
1	8" DUCTILE IRON WATER LINE (OPEN CUT)											
2	3" SCH. 80 PVC (OPEN CUT)											
3	1-1/2" SCH. 80 PVC (OPEN CUT)											
4	TRACER WIRE SYSTEM											
5	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ 8" VALVE)											
6	3-WAY FIRE HYDRANT WITH APPURTENANCES (INCL. TEE, VALVE, HYDRANT, BRASS TAG, PIPE & OTHER FITTINGS)											
7	6" FIRE SUPPRESSION CONNECTION											
8	3" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER, METER BOX, ETC.)											
9	1-1/2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER, METER BOX, ETC.)											
	ARLEDGE (SEWER)											
1	8" PVC SEWER, SDR 26 (6'-8')											
2	8" PVC SEWER, SDR 26 (8'-10')	150										150
3	6" PVC SEWER, SDR 26 (ALL DEPTHS)	60										60
4	TRACER WIRE SYSTEM	210										210
5	48" DIAMETER PRECAST CONCRETE MANHOLE (6'-8')											
6	60" DIAMETER PRECAST CONCRETE MANHOLE (8'-10')	0.79										0.79
7	8" X 8" X 6" SERVICE TEE											
8	6" PVC CLEANOUT											
9	DEMOLITION AND REMOVAL OF EXISTING MANHOLE											
10	ABANDONMENT OF EXISTING MANHOLE											
11	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	420										420
	KATIE AVE & EDWARDS ST (SEWER)											
1	8" PVC SEWER, SDR 26 (8'-10')	395										395
2	8" PVC SEWER, SDR 26 (10'-12')	55										55
3	6" PVC SEWER, SDR 26 (ALL DEPTHS)	8										8



Engineering Progress

March 12, 2019

C.B. Developers

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

Attn: Lamar Rutland, P.E.

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

Dear Lamar:

Enclosed please find Pay Estimate No. 7 for the above referenced project in the amount of \$143,363.62.

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

Sincerely,

A handwritten signature in black ink, appearing to read "John T. Weeks".

John T. Weeks, P.E.
Project Engineer

/aa

Enclosure

cc: C.B. Developers
SDW

093695.7220.70
MB 2018-108

Contractor's Application For Payment No. 7

1. ORIGINAL CONTRACT PRICE	\$	3,721,611.76
2. Net change by Change Orders	\$	-
3. CURRENT CONTRACT PRICE (LINE 1 + 2)	\$	3,721,611.76
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimates)	\$	1,890,898.19
5. RETAINAGE:		
a. 5.0 % x Work Completed	\$	80,078.02
b. 5.0% x Stored Material	\$	-
c. Total Retainage (line 5a + line 5b)	\$	80,078.02
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$	1,810,820.17
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	1,667,456.55
8. AMOUNT DUE THIS APPLICATION	\$	143,363.62
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	\$	1,910,791.59

Payment of:	\$143,363.62	(Line 8 or other - attach explanation of other amount)
Is recommended by:		3/11/19 (Date)
Payment of:	\$143,363.62	(Line 8 or other - attach explanation of other amount)
Is approved by:		(Date)
Is approved by:		(Date)
Approved by:		(Date)

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

Progress Estimate

Contractor's Application

COMPREHENSIVE SEWER/WATER PHASE 8									
Application Number: 7									
Application Date: 8-Mar-19									
Application Period: 2/1/2018 TO 2/28/2019									
Pay Item	A Item Description	B Bid Value	C Estimated Quantity Installed	D Value	E Materials Stored (not in C)	F Total Completed and Stored to Date (D + E)	% (F)	G Balance to Finish (F)	(B
	CAMP STREET AREA SEWER PIPE ITEMS								
1	8" SDR-26 PVC SEWER PIPE (0-6')	102,370.86	2109.0	48.54	1393.43	67,637.09	69%	31,528.01	\$
2	8" SDR-26 PVC SEWER PIPE (6'-8')	284,152.96	5576.0	50.96	2923.63	148,988.18	57%	123,282.16	\$
3	8" SDR-26 PVC SEWER PIPE (8'-10')	158,058.18	2961.0	53.38	2530.28	135,066.35	87%	21,062.21	\$
4	8" SDR-26 PVC SEWER PIPE (10'-12')	48,164.03	863.0	55.81	711.53	39,710.49	84%	7,774.96	\$
5	8" SDR-26 PVC SEWER PIPE (12'-14')	14,800.56	249.0	59.44	34.99	2,079.81	21%	11,761.99	\$
6	10" SDR-26 PVC SEWER PIPE (0-6')	1,291.00	25.0	51.64		176.00	14%	1,115.00	\$
7	10" SDR-26 PVC SEWER PIPE (6'-8')	18,975.06	351.0	54.06	100.00	1,767.04	38%	11,802.02	\$
8	10" SDR-26 PVC SEWER PIPE (8'-10')	18,356.00	325.0	56.48	222.29	12,554.94	72%	5,077.98	\$
9	10" SDR-26 PVC SEWER PIPE (10'-12')	14,079.49	239.0	58.91	243.71	14,356.96	102%	(277.47)	\$
10	10" SDR-26 PVC SEWER PIPE (12'-14')	8,130.20	130.0	62.54		915.20	11%	7,215.00	\$
11	10" SDR-26 PVC SEWER PIPE (14'-16')	5,244.76	67.0	78.28		56.32	1%	5,188.44	\$
12	8" DUCTILE IRON SEWER PIPE (0-6')	30,554.88	384.0	79.57	199.00	15,834.43	69%	9,518.25	\$
13	8" DUCTILE IRON SEWER PIPE (6'-8')	1,785.20	20.0	89.26		562.40	32%	1,222.80	\$
14	10" DUCTILE IRON SEWER PIPE (0-6')	2,649.00	25.0	105.96		953.00	36%	1,696.00	\$
15	10" DUCTILE IRON SEWER PIPE (6'-8')	3,287.70	30.0	109.59		1,143.60	35%	2,144.10	\$
16	REMOVAL OF EXISTING SEWER LINE	38,659.50	10650.0	3.63	7142.00	25,925.46	67%	12,734.04	\$
17	ABANDONMENT OF EXISTING SEWER LINE (ALL SIZES)	21,477.40	3220.0	6.67		-		21,477.40	\$
18	TRACER WIRE SYSTEM FOR SEWER	27,580.32	19153.0	1.44	10363.86	14,923.96	90%	2,636.74	\$
	SEWER MANHOLE ITEMS								
19	48" PRECAST CONCRETE SEWER MANHOLE (0-6)	14,038.80	6.0	2,339.80	8.00	18,718.40	133%	(4,679.60)	\$
20	48" PRECAST CONCRETE SEWER MANHOLE (6-8)	97,285.44	32.0	3,040.17	12.00	36,482.04	58%	40,443.00	\$
21	48" PRECAST CONCRETE SEWER MANHOLE (8-10)	27,933.68	8.0	3,491.71	7.00	24,441.97	92%	2,300.71	\$
22	48" PRECAST CONCRETE SEWER MANHOLE (10-12)	4,051.04	1.0	4,051.04	1.00	4,051.04	100%	-	\$
	TOTALS	942,926.06				566,177.11		315,023.74	\$

EJDC No. C-620 (2002 Edition)

10/2/2018

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

Progress Estimate

Contractor's Application

COMPREHENSIVE SEWER/WATER PHASE 8									
For (contract):		2/1/2018		TO		2/28/2019		7	
Application Period:		Application Number: 8-Mar-19							
Application Date:		Application Date:							
Pay Item	A	B	C	D	E	F	G		
	Item Description	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	Balance to Finish (B - F)	% (F)	
Subtotal from Previous Page									
23	48" PRECAST CONCRETE SEWER MANHOLE (12-14)	\$ 942,926.06		\$ 566,177.11	\$ 61,725.21	\$ 627,902.32	\$ 315,023.74		
24	48" PRECAST CONCRETE SEWER MANHOLE (0-6) (FLAT TOP)	\$ 12,075.93		\$ -	\$ 4,238.01	\$ 4,238.01	\$ 7,837.92	35%	
25	60" PRECAST CONCRETE SEWER MANHOLE (0-6)	\$ 10,661.52		\$ 3,553.84	\$ 1,858.66	\$ 5,412.50	\$ 5,249.02	51%	
26	60" PRECAST CONCRETE SEWER MANHOLE (6-8)	\$ 4,502.46		\$ -	\$ 1,552.52	\$ 1,552.52	\$ 2,949.94	34%	
27	60" PRECAST CONCRETE SEWER MANHOLE (8-10)	\$ 5,058.41		\$ 5,058.41	\$ -	\$ 5,058.41	\$ -	100%	
28	60" PRECAST CONCRETE SEWER MANHOLE (10-12)	\$ 5,419.09		\$ -	\$ 1,850.00	\$ 1,850.00	\$ 3,569.09	34%	
29	60" PRECAST CONCRETE SEWER MANHOLE (6-8) (DOGHOUSE)	\$ 6,342.23		\$ 6,342.23	\$ -	\$ 6,342.23	\$ -	100%	
30	72" PRECAST CONCRETE SPLITTER SEWER MANHOLE (10-12) (1	\$ 13,240.54		\$ -	\$ 1,150.00	\$ 1,150.00	\$ 12,090.54	9%	
31	DEMOLITION AND REMOVAL OF EXISTING MANHOLES (ALL T	\$ 9,100.91		\$ -	\$ 2,665.00	\$ 2,665.00	\$ 6,435.91	29%	
32	ABANDONMENT OF EXISTING MANHOLE	\$ 10,594.50	24.00	\$ 7,264.80	\$ -	\$ 7,264.80	\$ 3,329.70	69%	
33	DROP MANHOLE ASSEMBLY (ALL DEPTHS)	\$ 4,722.12		\$ -	\$ -	\$ -	\$ 4,722.12		
	SEWER SERVICE ITEMS	\$ 2,674.73		\$ -	\$ 649.28	\$ 649.28	\$ 2,025.45	24%	
34	4" SANITARY SEWER SERVICE CLEANOUT	\$ 86,696.61	111.00	\$ 41,659.41	\$ 18,557.25	\$ 60,216.66	\$ 26,479.95	69%	
35	4" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS	\$ 12,630.52	165.00	\$ 6,595.05	\$ -	\$ 6,595.05	\$ 6,035.47	52%	
36	6" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS	\$ 103,635.36	2,045.00	\$ 55,889.85	\$ 4,087.98	\$ 59,977.83	\$ 43,657.53	58%	
37	8"x8"x6" PVC SERVICE TEE	\$ 38,933.37	107.00	\$ 20,521.53	\$ 5,606.40	\$ 26,127.93	\$ 12,805.44	67%	
38	10"x10"x6" PVC SERVICE TEE	\$ 8,340.00	7.00	\$ 2,919.00	\$ 2,862.86	\$ 5,781.86	\$ 2,558.14	69%	
39	8"x8"x6" DUCTILE IRON SERVICE TEE	\$ 4,127.05	2.00	\$ 1,650.82	\$ 1,440.00	\$ 3,090.82	\$ 1,036.23	75%	
WATER PIPE ITEMS									
40	2" & UNDER 150 PSI PVC WATER PIPE FOR CONNECTIONS (OP	\$ 535.60		\$ -	\$ 42.40	\$ 42.40	\$ 493.20	8%	
41	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	\$ 224,095.80	1,174.00	\$ 31,545.38	\$ 69,138.60	\$ 100,683.98	\$ 123,411.82	45%	
42	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	\$ 151,538.40	3,859.00	\$ 124,954.42	\$ 14,145.83	\$ 139,100.25	\$ 12,438.15	92%	
43	8" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER F	\$ 26,165.00		\$ -	\$ 9,255.00	\$ 9,255.00	\$ 16,910.00	35%	
44	10" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER	\$ 24,310.80		\$ -	\$ 9,277.20	\$ 9,277.20	\$ 15,033.60	38%	
45	TRACER WIRE SYSTEM FOR WATER	\$ 30,409.12	5,215.00	\$ 6,935.95	\$ 17,649.00	\$ 24,584.95	\$ 5,824.17	81%	
TOTALS		\$ 1,738,736.13		\$ 881,067.80	\$ 227,751.20	\$ 1,108,919.00	\$ 629,917.13		

EJCDC No. C-620 (2003 Edition)

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

Progress Estimate

Contractor's Application

For (contract):		COMPREHENSIVE SEWER/WATER PHASE 8			Application Number: 7		8-Mar-19			
Application Period:		2/1/2018 TO 2/28/2019		Application Date:						
Pay Item	A	Bid Quantity	Unit Price	Bid Value	C	D	E	F	%	G
	Item Description				Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	(F)	Balance to Finish (B - F)
	Subtotal from Previous Page			\$ 1,738,736.13		\$ 881,067.80	\$ 227,751.20	\$ 1,108,819.00		\$ 629,917.13
	WATER CONNECTION ITEMS									
46	CUT AND CAP EXISTING WATER LINE IN PLACE	6.0	\$ 644.87	\$ 3,869.22		\$ -	\$ 699.00	\$ 699.00	18%	\$ 3,170.22
47	CONNECTION: PROPOSED 6" TO EXISTING 2" (STRAIGHT-RED)	1.0	\$ 1,038.87	\$ 1,038.87		\$ -	\$ 222.00	\$ 222.00	21%	\$ 816.87
48	CONNECTION: PROPOSED 6" TO EXISTING 6" (STRAIGHT-COU	2.0	\$ 1,006.18	\$ 2,012.36		\$ -	\$ 478.00	\$ 478.00	24%	\$ 1,534.36
49	CONNECTION: PROPOSED 6" TO EXISTING 6" (TEE & OTHER F	3.0	\$ 1,549.82	\$ 4,649.46	2.00	\$ 3,099.64	\$ 654.00	\$ 3,753.64	81%	\$ 895.82
50	CONNECTION: PROPOSED 6" TO EXISTING 6" (HOT TAP w/ VA	8.0	\$ 3,500.42	\$ 28,003.36		\$ -	\$ 10,752.00	\$ 10,752.00	38%	\$ 17,251.36
51	CONNECTION: PROPOSED 6" TO EXISTING 12" (HOT TAP w/ V	2.0	\$ 4,419.42	\$ 8,838.84		\$ -	\$ 5,918.00	\$ 5,918.00	67%	\$ 2,920.84
52	CONNECTION: PROPOSED 6" TO PROPOSED 6" (TEE & OTHER	1.0	\$ 934.74	\$ 934.74		\$ -	\$ 654.00	\$ 654.00	70%	\$ 280.74
53	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER F	11.0	\$ 1,657.59	\$ 18,233.49	7.00	\$ 11,603.13	\$ 3,664.00	\$ 15,267.13	84%	\$ 2,966.36
54	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ VA	1.0	\$ 4,269.28	\$ 4,269.28		\$ -	\$ 2,006.00	\$ 2,006.00	47%	\$ 2,263.28
55	CONNECTION: PROPOSED 8" TO EXISTING 8" (HOT TAP w/ VA	1.0	\$ 4,881.95	\$ 4,881.95	1.00	\$ 4,881.95	\$ -	\$ 4,881.95	100%	\$ -
56	CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ V	3.0	\$ 6,336.12	\$ 19,008.36	2.00	\$ 12,672.24	\$ 3,782.90	\$ 16,455.14	87%	\$ 2,553.22
57	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & OTHER	5.0	\$ 1,129.68	\$ 5,648.40	4.00	\$ 4,518.72	\$ 355.00	\$ 4,873.72	86%	\$ 774.68
58	CONNECTION: PROPOSED 8" TO PROPOSED 8" (TEE & OTHER	3.0	\$ 1,145.42	\$ 3,436.26	2.00	\$ 2,290.84	\$ 550.00	\$ 2,840.84	83%	\$ 595.42
	WATER VALVE ITEMS									
59	6" GATE VALVE	27.0	\$ 870.57	\$ 23,505.39	13.00	\$ 11,317.41	\$ 7,966.00	\$ 19,283.41	82%	\$ 4,221.98
60	8" GATE VALVE	22.0	\$ 1,162.37	\$ 25,572.14	17.00	\$ 19,760.29	\$ 4,050.00	\$ 23,810.29	93%	\$ 1,761.85
	WATER FIRE PROTECTION ITEMS									
61	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL TEE, VALVE,	16.0	\$ 3,703.84	\$ 59,261.44	7.00	\$ 25,926.88	\$ 11,133.72	\$ 37,060.60	63%	\$ 22,200.84
62	REMOVAL OF EXISTING FIRE HYDRANT	9.0	\$ 787.02	\$ 7,083.18		\$ -	\$ -	\$ -		\$ 7,083.18
	WATER SERVICE ITEMS									
63	SERVICE TAP (3/4") (INCL, TAPPING SADDLE, CORP STOP, ETC	242.0	\$ 412.88	\$ 99,916.96	17.00	\$ 7,018.96	\$ 6,556.50	\$ 13,575.46	14%	\$ 86,341.50
64	SERVICE TAP (1") (INCL, TAPPING SADDLE, CORP STOP, ETC.)	33.0	\$ 760.38	\$ 25,092.54		\$ -	\$ 2,145.42	\$ 2,145.42	9%	\$ 22,947.12
65	SERVICE TUBING (OPEN CUT) (3/4")	1985.0	\$ 6.28	\$ 12,465.80	192.00	\$ 1,205.76	\$ -	\$ 1,205.76	10%	\$ 11,260.04
66	SERVICE TUBING (OPEN CUT) (1")	400.0	\$ 6.41	\$ 2,564.00		\$ -	\$ -	\$ -		\$ 2,564.00
	TOTALS			\$ 2,099,022.17		\$ 985,363.62	\$ 289,337.74	\$ 1,274,701.36		\$ 824,320.81

EJCDC No. C-620 (2003 Edition)

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

For (contract):		COMPREHENSIVE SEWER/WATER PHASE 8				Application Number: 7		B-Mar-19			
Application Period:		2/1/2018		TO 2/28/2019		Application Date:					
Pay Item	A	Bid Quantity	Unit Price	Bid Value	C	D	E	F	G		
	Item Description				Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)	
Subtotal from Previous Page											
67	SERVICE TUBING (BORED) (3/4")	4080.0	\$ 9.92	\$ 40,473.60	10.00	\$ 985,363.62	\$ 289,337.74	\$ 1,274,701.36		\$ 824,320.81	
68	SERVICE TUBING (BORED) (1")	400.0	\$ 10.04	\$ 4,016.00		\$ 99.20	-	\$ 99.20	0%	\$ 40,374.40	
69	WATER SERVICE METER (3/4")	13.0	\$ 440.65	\$ 5,728.45		-	-	-		\$ 4,016.00	
70	WATER SERVICE METER (1")	2.0	\$ 652.32	\$ 1,304.64		-	-	-		\$ 5,728.45	
MISCELLANEOUS CONSTRUCTION ITEMS											
71	CRUSHED AGGREGATE (SIZE 825)	5097.0	\$ 49.58	\$ 252,709.26	3512.95	\$ 174,172.06	-	\$ 174,172.08	69%	\$ 78,537.20	
72	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	23770.0	\$ 7.68	\$ 182,553.60	11793.00	\$ 90,570.24	-	\$ 90,570.24	50%	\$ 91,983.36	
73	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	1062.0	\$ 65.38	\$ 69,483.56	8.00	\$ 523.04	-	\$ 523.04	1%	\$ 68,910.52	
74	HARDY STREET ROADWAY REPAIR (SPECIAL CONSTRUCTION)	50.0	\$ 332.97	\$ 16,648.50		-	-	-		\$ 16,648.50	
75	9.5 MM HOT MIX ASPHALT	1652.0	\$ 133.94	\$ 221,268.88		-	-	-		\$ 221,268.88	
76	19 MM HOT MIX ASPHALT	1273.0	\$ 173.59	\$ 220,980.07		-	-	-		\$ 220,980.07	
77	CONCRETE SIDEWALK REPAIR (ALL DEPTHS)	55.0	\$ 66.59	\$ 3,662.45	16.00	\$ 1,065.44	-	\$ 1,065.44	29%	\$ 2,597.01	
78	CONCRETE CURB & GUTTER (MATCH EXISTING TYPE)	370.0	\$ 96.86	\$ 35,838.20	5.00	\$ 484.30	-	\$ 484.30	1%	\$ 35,353.90	
79	CONCRETE DITCH REPAIR	95.0	\$ 26.64	\$ 2,530.80		-	-	-		\$ 2,530.80	
80	CLASS "B" CONCRETE, MINOR STRUCTURES	10.0	\$ 1,816.20	\$ 18,162.00		-	-	-		\$ 18,162.00	
81	REINFORCING STEEL	470.0	\$ 4.18	\$ 1,964.60		-	-	-		\$ 1,964.60	
82	INLET GRATINGS	765.0	\$ 6.87	\$ 5,255.55		-	-	-		\$ 5,255.55	
83	INLET CASTINGS	79.0	\$ 6.20	\$ 489.80		-	-	-		\$ 489.80	
84	12" CORRUGATED HDPE PIPE (DUAL WALL)	64.0	\$ 25.55	\$ 1,635.20		-	-	-		\$ 1,635.20	
85	15" CORRUGATED HDPE PIPE (DUAL WALL)	20.0	\$ 40.48	\$ 809.60		-	-	-		\$ 809.60	
86	12" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS	32.0	\$ 30.83	\$ 986.56		-	-	-		\$ 986.56	
87	15" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS	370.0	\$ 27.86	\$ 10,308.20	56.00	\$ 1,560.16	-	\$ 1,560.16	15%	\$ 8,748.04	
88	18" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS	210.0	\$ 32.66	\$ 6,858.60		-	-	-		\$ 6,858.60	
89	18"x11" REINFORCED CONCRETE ARCH PIPE (CLASS 3) (PLASTI	76.0	\$ 50.08	\$ 3,806.08		-	-	-		\$ 3,806.08	
90	REMOVAL OF EXISTING PIPE CROSS DRAINS (ALL SIZES AND DI	750.0	\$ 2.42	\$ 1,815.00	56.00	\$ 135.52	-	\$ 135.52	7%	\$ 1,679.48	
TOTALS						\$ 1,253,973.58	\$ 289,337.74	\$ 1,543,311.32		\$ 1,664,950.05	

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Monthly Totals

	DESCRIPTION										1	2	3	4	5	6	7	8	9	10	TOTAL
	Estimated Quantity Installed										Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
	CAMP STREET AREA																				
	SEWER PIPE ITEMS																				
1	8" SDR-26 PVC SEWER PIPE (0-6')												228.29	97.14	289	438	341				1393.43
2	8" SDR-26 PVC SEWER PIPE (6'-8')												894.76	649.87	1073	103	203				2911.63
3	8" SDR-26 PVC SEWER PIPE (8'-10')										651		832.1	660.18	203	96	88				2530.28
4	8" SDR-26 PVC SEWER PIPE (10'-12')										178		269.85	108.68		152	3				711.53
5	8" SDR-26 PVC SEWER PIPE (12'-14')													34.99							34.99
6	10" SDR-26 PVC SEWER PIPE (0-6')																				
7	10" SDR-26 PVC SEWER PIPE (6'-8')										94.64										100
8	10" SDR-26 PVC SEWER PIPE (8'-10')										75										222.29
9	10" SDR-26 PVC SEWER PIPE (10'-12')										36.36										243.71
10	10" SDR-26 PVC SEWER PIPE (12'-14')										207.35										
11	10" SDR-26 PVC SEWER PIPE (14'-16')																				
12	8" DUCTILE IRON SEWER PIPE (0-6')												18				181				199
13	8" DUCTILE IRON SEWER PIPE (6'-8')																				
14	10" DUCTILE IRON SEWER PIPE (0-6')																				
15	10" DUCTILE IRON SEWER PIPE (6'-8')										360	1035	1809	768	1565	789	816				7142
16	REMOVAL OF EXISTING SEWER LINE																				
17	ABANDONMENT OF EXISTING SEWER LINE (ALL SIZES)																				
18	TRACER WIRE SYSTEM FOR SEWER										420	1146	7647	2145.86	1908	1089	1008				10363.86
19	SEWER MANHOLE ITEMS																				
19	48" PRECAST CONCRETE SEWER MANHOLE (0-6)												1	1	2	1	3				8
20	48" PRECAST CONCRETE SEWER MANHOLE (6-8)												5	1	5	1					12
21	48" PRECAST CONCRETE SEWER MANHOLE (8-10)											2	2	2		1					7
22	48" PRECAST CONCRETE SEWER MANHOLE (10-12)											1	1								1

Monthly Totals

	DESCRIPTION										
	1	2	3	4	5	6	7	8	9	10	TOTAL
	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
23											
24							1				1
25											
26	1										1
27											
28											
29		1									1
30											
31											
32		5	8	4	3	1	3				24
33											
SEWER SERVICE ITEMS											
34											
35	3	4	23	31	22	15	13				111
36	2	1	110	52							165
37	60	185	422	543	343	300	192				2045
38		7	23	30	21	15	11				107
39	5	2					2				7
WATER PIPE ITEMS											
40											
41			431								
42			1328	80		1616	743				1174
43							835				3859
44											
45			1779			1636	1800				5215

Monthly Totals

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

Stored Material Summary

Contractor's Application

COMPREHENSIVE SEWER/WATER PHASE 8				Application Number: 7					
Application Period: 2/1/2018 TO 2/28/2019				Application Date: 8-Mar-19					
A	B	C	D		E		F	G	
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$)(D + E - F)
			Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
CAMP STREET AREA SEWER PIPE ITEMS									
1	\$ 4.48	8" SDR-26 PVC SEWER PIPE (0-6')	-	\$ -	2,109	\$ 9,448.32	1,393	\$ 6,242.57	\$ 3,205.75
2	\$ 4.48	8" SDR-26 PVC SEWER PIPE (6'-8')	-	\$ -	5,576	\$ 24,980.48	2,924	\$ 13,097.86	\$ 11,882.62
3	\$ 4.48	8" SDR-26 PVC SEWER PIPE (8'-10')	-	\$ -	2,961	\$ 13,265.28	2,530	\$ 11,335.65	\$ 1,929.63
4	\$ 4.48	8" SDR-26 PVC SEWER PIPE (10'-12')	-	\$ -	863	\$ 3,866.24	712	\$ 3,187.65	\$ 678.59
5	\$ 4.48	8" SDR-26 PVC SEWER PIPE (12'-14')	-	\$ -	249	\$ 1,115.52	35	\$ 156.76	\$ 958.76
6	\$ 7.04	10" SDR-26 PVC SEWER PIPE (0-6')	-	\$ -	25	\$ 176.00	-	\$ -	\$ 176.00
7	\$ 7.04	10" SDR-26 PVC SEWER PIPE (6'-8')	-	\$ -	351	\$ 2,471.04	100	\$ 704.00	\$ 1,767.04
8	\$ 7.04	10" SDR-26 PVC SEWER PIPE (8'-10')	-	\$ -	325	\$ 2,288.00	222	\$ 1,564.92	\$ 723.08
9	\$ 7.04	10" SDR-26 PVC SEWER PIPE (10'-12')	-	\$ -	239	\$ 1,682.56	244	\$ 1,715.72	\$ -
10	\$ 7.04	10" SDR-26 PVC SEWER PIPE (12'-14')	-	\$ -	130	\$ 915.20	-	\$ -	\$ 915.20
11	\$ 7.04	10" SDR-26 PVC SEWER PIPE (14'-16')	-	\$ -	8	\$ 56.32	-	\$ -	\$ 56.32
12	\$ 28.12	8" DUCTILE IRON SEWER PIPE (0-6')	-	\$ -	384	\$ 10,798.08	199	\$ 5,595.88	\$ 5,202.20
13	\$ 28.12	8" DUCTILE IRON SEWER PIPE (6'-8')	-	\$ -	20	\$ 562.40	-	\$ -	\$ 562.40
14	\$ 38.12	10" DUCTILE IRON SEWER PIPE (0-6')	-	\$ -	25	\$ 953.00	-	\$ -	\$ 953.00
15	\$ 38.12	10" DUCTILE IRON SEWER PIPE (6'-8')	-	\$ -	30	\$ 1,143.60	-	\$ -	\$ 1,143.60
16		REMOVAL OF EXISTING SEWER LINE	-	\$ -	-	\$ -	7,142	\$ -	\$ -
17		ABANDONMENT OF EXISTING SEWER LINE (ALL SIZES)	-	\$ -	-	\$ -	-	\$ -	\$ -
18	\$ 1.14	TRACER WIRE SYSTEM FOR SEWER	-	\$ -	19,153	\$ 21,834.42	10,364	\$ 11,814.80	\$ 10,019.62
SEWER MANHOLE ITEMS									
19	\$ 876.99	48" PRECAST CONCRETE SEWER MANHOLE (0-6)	-	\$ -	6	\$ 5,261.94	8	\$ 7,015.92	\$ -
20	\$ 1,018.02	48" PRECAST CONCRETE SEWER MANHOLE (6-8)	-	\$ -	32	\$ 32,576.64	12	\$ 12,216.24	\$ 20,360.40
21	\$ 1,191.00	48" PRECAST CONCRETE SEWER MANHOLE (8-10)	-	\$ -	8	\$ 9,528.00	7	\$ 8,337.00	\$ 1,191.00
22	\$ 1,346.00	48" PRECAST CONCRETE SEWER MANHOLE (10-12)	-	\$ -	1	\$ 1,346.00	1	\$ 1,346.00	\$ -
TOTALS			\$ -	\$ -		\$ 144,269.04		\$ 84,330.97	\$ 61,725.21
10/2/2018									

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Stored Material Summary

Contractor's Application

COMPREHENSIVE SEWER/WATER PHASE 8										Application Number: 7	
Application Period: 2/1/2018 TO 2/28/2019										Application Date: 8-Mar-19	
A	B	C	D		E		F		G		
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$)(D + E - F)		
			Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)			
Subtotal From Previous Page											
23	\$ 1,412.67	48" PRECAST CONCRETE SEWER MANHOLE (12-14)	-	\$ -	3	\$ 4,238.01	84330.9732	\$ -	61725.2052		
24	\$ 929.33	48" PRECAST CONCRETE SEWER MANHOLE (0-6) (FLAT TOP)	-	\$ -	3	\$ 2,787.99		\$ 929.33	\$ 4,238.01		
25	\$ 1,552.52	60" PRECAST CONCRETE SEWER MANHOLE (0-6)	-	\$ -	1	\$ 1,552.52		\$ -	\$ 1,858.66		
26	\$ 1,550.00	60" PRECAST CONCRETE SEWER MANHOLE (6-8)	-	\$ -	1	\$ 1,550.00		\$ -	\$ 1,552.52		
27	\$ 1,850.00	60" PRECAST CONCRETE SEWER MANHOLE (8-10)	-	\$ -	1	\$ 1,850.00		\$ 1,550.00	\$ -		
28	\$ 2,156.00	60" PRECAST CONCRETE SEWER MANHOLE (10-12)	-	\$ -	1	\$ 2,156.00		\$ -	\$ 1,850.00		
29	\$ 575.00	60" PRECAST CONCRETE SEWER MANHOLE (6-8) (DOGHOUSE)	-	\$ -	1	\$ 2,156.00		\$ 2,156.00	\$ -		
30	\$ 2,665.00	72" PRECAST CONCRETE SPLITTER SEWER MANHOLE (10-12) (DOGHOUSE)	-	\$ -	2	\$ 1,150.00		\$ -	\$ 1,150.00		
31		DEMOLITION AND REMOVAL OF EXISTING MANHOLES (ALL TYPES)	-	\$ -	1	\$ 2,665.00		\$ -	\$ 2,665.00		
32		ABANDONMENT OF EXISTING MANHOLE	-	\$ -		\$ -		\$ -	\$ -		
33	\$ 649.28	DROP MANHOLE ASSEMBLY (ALL DEPTHS)	-	\$ -	1	\$ 649.28		\$ -	\$ 649.28		
SEWER SERVICE ITEMS											
34	\$ 170.25	4" SANITARY SEWER SERVICE CLEANOUT	-	\$ -	220	\$ 37,455.00		\$ 18,897.75	\$ 18,557.25		
35		4" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	-	\$ -		\$ -		\$ -	\$ -		
36	\$ 2.34	6" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	-	\$ -	3,792	\$ 8,873.28		\$ 4,785.30	\$ 4,087.98		
37	\$ 58.40	8"x8"x6" PVC SERVICE TEE	-	\$ -	203	\$ 11,855.20		\$ 6,248.80	\$ 5,606.40		
38	\$ 220.22	10"x10"x6" PVC SERVICE TEE	-	\$ -	20	\$ 4,404.40		\$ 1,541.54	\$ 2,862.86		
39	\$ 480.00	8"x8"x6" DUCTILE IRON SERVICE TEE	-	\$ -	5	\$ 2,400.00		\$ 960.00	\$ 1,440.00		
WATER PIPE ITEMS											
40	\$ 1.06	2" & UNDER 150 PSI PVC WATER PIPE FOR CONNECTIONS (OPEN CUT)	-	\$ -	40	\$ 42.40		\$ -	\$ 42.40		
41	\$ 16.58	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	-	\$ -	5,344	\$ 88,603.52		\$ 19,464.92	\$ 69,138.60		
42	\$ 17.23	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	-	\$ -	4,680	\$ 80,636.40		\$ 66,490.57	\$ 14,145.83		
43	\$ 18.51	8" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)	-	\$ -	500	\$ 9,255.00		\$ -	\$ 9,255.00		
44	\$ 25.77	10" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)	-	\$ -	360	\$ 9,277.20		\$ -	\$ 9,277.20		
45	\$ 1.00	TRACER WIRE SYSTEM FOR WATER	-	\$ -	22,864	\$ 22,864.00		\$ 5,215.00	\$ 17,649.00		
TOTALS				\$ -		\$ 438,534.24		\$ 212,570.18	\$ 227,751.20		

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Stored Material Summary

Contractor's Application

COMPREHENSIVE SEWER/WATER PHASE 8										Application Number: 7	
Application Period: 2/1/2018 TO 2/28/2019										Application Date: 8-Mar-19	
A	B	C	D		E		F		G		
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$)(D + E - F)		
			Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)			
Subtotal From Previous Page											
WATER CONNECTION ITEMS											
46	\$ 116.50	CUT AND CAP EXISTING WATER LINE IN PLACE	-	\$ -	6	\$ 699.00		\$ -	\$ 699.00		
47	\$ 222.00	CONNECTION: PROPOSED 6" TO EXISTING 2" (STRAIGHT-REDUCER AND COUPLING)	-	\$ -	1	\$ 222.00		\$ -	\$ 222.00		
48	\$ 239.00	CONNECTION: PROPOSED 6" TO EXISTING 6" (STRAIGHT-COUPLING)	-	\$ -	2	\$ 478.00		\$ -	\$ 478.00		
49	\$ 654.00	CONNECTION: PROPOSED 6" TO EXISTING 6" (TEE & OTHER FITTINGS)	-	\$ -	3	\$ 1,962.00	2.00	\$ 1,308.00	\$ 654.00		
50	\$ 1,344.00	CONNECTION: PROPOSED 6" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)	-	\$ -	8	\$ 10,752.00		\$ -	\$ 10,752.00		
51	\$ 2,959.00	CONNECTION: PROPOSED 6" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)	-	\$ -	2	\$ 5,918.00		\$ -	\$ 5,918.00		
52	\$ 654.00	CONNECTION: PROPOSED 6" TO PROPOSED 6" (TEE & OTHER FITTINGS)	-	\$ -	1	\$ 654.00		\$ -	\$ 654.00		
53	\$ 916.00	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER FITTINGS)	-	\$ -	11	\$ 10,076.00	7.00	\$ 6,412.00	\$ 3,664.00		
54	\$ 2,006.00	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)	-	\$ -	1	\$ 2,006.00		\$ -	\$ 2,006.00		
55	\$ 2,532.00	CONNECTION: PROPOSED 8" TO EXISTING 8" (HOT TAP w/ VALVE ASSEMBLY)	-	\$ -	1	\$ 2,532.00	1.00	\$ 2,532.00	\$ -		
56	\$ 3,782.90	CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)	-	\$ -	3	\$ 11,348.70	2.00	\$ 7,565.80	\$ 3,782.90		
57	\$ 355.00	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & OTHER FITTINGS)	-	\$ -	5	\$ 1,775.00	4.00	\$ 1,420.00	\$ 355.00		
58	\$ 550.00	CONNECTION: PROPOSED 8" TO PROPOSED 8" (TEE & OTHER FITTINGS)	-	\$ -	3	\$ 1,650.00	2.00	\$ 1,100.00	\$ 550.00		
WATER VALVE ITEMS											
59	\$ 569.00	6" GATE VALVE	-	\$ -	27	\$ 15,363.00	13.00	\$ 7,397.00	\$ 7,966.00		
60	\$ 810.00	8" GATE VALVE	-	\$ -	22	\$ 17,820.00	17.00	\$ 13,770.00	\$ 4,050.00		
WATER FIRE PROTECTION ITEMS											
61	\$ 1,237.08	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL TEE, VALVE, HYDRANT, BRASS TAG, PIPE, & OT	-	\$ -	16	\$ 19,793.28	7.00	\$ 8,659.56	\$ 11,133.72		
62		REMOVAL OF EXISTING FIRE HYDRANT	-	\$ -		\$ -		\$ -	\$ -		
WATER SERVICE ITEMS											
63	\$ 70.50	SERVICE TAP (3/4") (INCL, TAPPING SADDLE, CORP STOP, ETC.)	-	\$ -	110	\$ 7,755.00	17.00	\$ 1,198.50	\$ 6,556.50		
64	\$ 73.98	SERVICE TAP (1") (INCL, TAPPING SADDLE, CORP STOP, ETC.)	-	\$ -	29	\$ 2,145.42		\$ -	\$ 2,145.42		
65		SERVICE TUBING (OPEN CUT) (3/4")	-	\$ -		\$ -	192.00	\$ -	\$ -		
66		SERVICE TUBING (OPEN CUT) (1")	-	\$ -		\$ -		\$ -	\$ -		
TOTALS			\$ -	\$ -		\$ 551,483.64		\$ 263,933.04	\$ 289,337.74		

EJCDC No. C-620 (2002 Edition)

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

Stored Material Summary

Contractor's Application

COMPREHENSIVE SEWER/WATER PHASE 8				Application Number: 7						
Application Period: 2/1/2018 TO 2/28/2019		Application Date: 8-Mar-19								
A	B	C		D		E		F		G
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining In Storage (\$)(D + E - F)	
			Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)		
		Subtotal From Previous Page								289337.7352
67		SERVICE TUBING (BORED) (3/4")	-	\$ -		\$ -		10.00	\$ -	\$ -
68		SERVICE TUBING (BORED) (1")	-	\$ -		\$ -			\$ -	\$ -
69		WATER SERVICE METER (3/4")	-	\$ -		\$ -			\$ -	\$ -
70		WATER SERVICE METER (1")	-	\$ -		\$ -			\$ -	\$ -
MISCELLANEOUS CONSTRUCTION ITEMS										
71		CRUSHED AGGREGATE (SIZE 825)	-	\$ -		\$ -		3,512.95	\$ -	\$ -
72		SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	-	\$ -		\$ -		11,793.00	\$ -	\$ -
73		CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	-	\$ -		\$ -		8.00	\$ -	\$ -
74		HARDY STREET ROADWAY REPAIR (SPECIAL CONSTRUCTION)	-	\$ -		\$ -			\$ -	\$ -
75		9.5 MM HOT MIX ASPHALT	-	\$ -		\$ -			\$ -	\$ -
76		19 MM HOT MIX ASPHALT	-	\$ -		\$ -			\$ -	\$ -
77		CONCRETE SIDEWALK REPAIR (ALL DEPTHS)	-	\$ -		\$ -		16.00	\$ -	\$ -
78		CONCRETE CURB & GUTTER (MATCH EXISTING TYPE)	-	\$ -		\$ -		5.00	\$ -	\$ -
79		CONCRETE DITCH REPAIR	-	\$ -		\$ -			\$ -	\$ -
80		CLASS "B" CONCRETE, MINOR STRUCTURES	-	\$ -		\$ -			\$ -	\$ -
81		REINFORCING STEEL	-	\$ -		\$ -			\$ -	\$ -
82		INLET GRATINGS	-	\$ -		\$ -			\$ -	\$ -
83		INLET CASTINGS	-	\$ -		\$ -			\$ -	\$ -
84		12" CORRUGATED HDPE PIPE (DUAL WALL)	-	\$ -		\$ -			\$ -	\$ -
85		15" CORRUGATED HDPE PIPE (DUAL WALL)	-	\$ -		\$ -			\$ -	\$ -
86		12" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	-	\$ -		\$ -			\$ -	\$ -
87		15" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	-	\$ -		\$ -		56.00	\$ -	\$ -
88		18" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	-	\$ -		\$ -			\$ -	\$ -
89		18"x11" REINFORCED CONCRETE ARCH PIPE (CLASS 3) (PLASTIC GASKETS)	-	\$ -		\$ -			\$ -	\$ -
90		REMOVAL OF EXISTING PIPE CROSS DRAINS (ALL SIZES AND DEPTHS)	-	\$ -		\$ -		56.00	\$ -	\$ -
TOTALS				\$ -		\$ 551,483.64			\$ 263,933.04	\$ 289,337.74

EJCDC No. C-620 (2002 Edition)

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



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

February 28, 2019
Project No: 1273-S010
Invoice No: 20694

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

Professional Services from January 27, 2019 to February 23, 2019

Phase CM Construction Phase Services

Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Sullivan, Richard	1.00	105.00	105.00	
RESIDENT PROJECT REPRESENTATIVE				
Jackson, Terry	12.00	85.00	1,020.00	
Tingle, William	127.00	95.00	12,065.00	
PROJECT ENGINEER				
Weeks, John	20.50	175.00	3,587.50	
Totals	160.50		16,777.50	
Total Labor				16,777.50
		Total this Phase		\$16,777.50
		Total this Invoice		\$16,777.50

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

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

093695. 7220.70
MB 2011-4/89-110



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

February 28, 2019
Project No: 1273-S011
Invoice No: 20695

Project Manager John Weeks
Project 1273-S011 ComSWIP Sewer Phase X - Quinn St. Area
Professional Services from January 27, 2019 to February 23, 2019
Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Sullivan, Richard	1.50	105.00	157.50	
RESIDENT PROJECT REPRESENTATIVE				
Jackson, Terry	15.00	85.00	1,275.00	
Phillips, Michael	101.50	85.00	8,627.50	
RESIDENT PROJECT REPRESENTATIVE				
Phillips, Michael	11.00	85.00	935.00	
PROJECT ENGINEER				
Weeks, John	45.00	175.00	7,875.00	
Totals	174.00		18,870.00	
Total Labor				18,870.00
		Total this Invoice		\$18,870.00

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

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

February 28, 2019
Project No: 11254
Invoice No: 20698

Project Manager Kyle Wallace

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

Professional Services from January 19, 2019 to February 23, 2019

Professional Personnel

	Hours	Rate	Amount	
RESIDENT PROJECT REPRESENTATIVE				
Jackson, Terry	1.00	85.00	85.00	
Phillips, Michael	12.00	85.00	1,020.00	
RESIDENT PROJECT REPRESENTATIVE				
Phillips, Michael	12.50	85.00	1,062.50	
PROJECT ENGINEER				
Sellers, Bennie	1.00	150.00	150.00	
Wallace, Kyle	3.50	175.00	612.50	
Totals	30.00		2,930.00	
Total Labor				2,930.00
		Total this Invoice		\$2,930.00

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

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093695. 7245.12
MB 2012-1/34



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

February 28, 2019
Project No: 1273-S005
Invoice No: 20702

Project Manager Kyle Wallace
Project 1273-S005 ComSWIP Sewer Phase V
Professional Services from January 27, 2019 to February 23, 2019

Phase CM Phase V - Construction Phase Services
Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Sellers, Bennie	1.00	150.00	150.00	
Wallace, Kyle	1.00	175.00	175.00	
Totals	2.00		325.00	
Total Labor				325.00
		Total this Phase		\$325.00
		Total this Invoice		\$325.00

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

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093695.7220.54
MB 2012-1/4/13



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

February 28, 2019
Project No: 1273-S015
Invoice No: 20703

Project Manager Kyle Wallace

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

Professional Services from January 27, 2019 to February 23, 2019

Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Simmons, Skyler	59.00	90.00	5,310.00	
Sullivan, Richard	11.50	105.00	1,207.50	
PROJECT ENGINEER				
Wallace, Kyle	32.50	175.00	5,687.50	
Totals	103.00		12,205.00	
Total Labor				12,205.00
		Total this Invoice		\$12,205.00

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

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093695.7220.74
MB 2011-4/89-110



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

February 28, 2019
Project No: 1273-W007
Invoice No: 20704

Project Manager Kyle Wallace
Project 1273-W007 ComSWIP Water Phase II - Palmers Crossing
Professional Services from January 27, 2019 to February 23, 2019

Phase CM Palmer's Crossing - Construction Phase

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Jackson, Terry	7.00	85.00	595.00	
Totals	7.00		595.00	
Total Labor				595.00
		Total this Phase		\$595.00
		Total this Invoice		\$595.00

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

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MB 2011-4/89-110



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

February 28, 2019
Project No: 1273-W013.001
Invoice No: 20705

Project Manager Kyle Wallace

Project 1273-W013.001 COMSWIP Water Phase V - I59 Crossing - Construction Phase

Professional Services from January 27, 2019 to February 23, 2019

Phase CM Construction Management

Professional Personnel

	Hours	Rate	Amount	
RESIDENT PROJECT REPRESENTATIVE				
Jackson, Terry	3.00	85.00	255.00	
PROJECT ENGINEER				
Wallace, Kyle	1.00	175.00	175.00	
Totals	4.00		430.00	
Total Labor				430.00
		Total this Phase		\$430.00
		Total this Invoice		\$430.00

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

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093695.7245.62
MB 2011-4/89-110



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

February 28, 2019
Project No: 11258
Invoice No: 20709

Project Manager Shea McNease

Project 11258 Infrastructure Improvements on Katie Ave & Arledge St

Professional Services from January 27, 2019 to February 23, 2019

Phase CM Construction Management

Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Sullivan, Richard	.50	105.00	52.50	
RESIDENT PROJECT REPRESENTATIVE				
Jackson, Terry	32.00	85.00	2,720.00	
Tingle, William	17.00	95.00	1,615.00	
PROJECT ENGINEER				
McNease, Shea	11.00	175.00	1,925.00	
Totals	60.50		6,312.50	
Total Labor				6,312.50
		Total this Phase		\$6,312.50
		Total this Invoice		\$6,312.50

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

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093695.7245.13

MB 2018-25



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

February 28, 2019
Project No: 1273-S014
Invoice No: 20714

Project Manager Shea McNease

Project 1273-S014 ComSWIP Sewer Phase IX Bushman & 2nd

Professional Services from January 27, 2019 to February 23, 2019

Phase DD Design Phase Services

Professional Personnel

	Hours	Rate	Amount	
CAD TECHNICIAN II				
Trahan, Beau	31.50	90.00	2,835.00	
PROJECT ENGINEER				
McNease, Shea	7.50	175.00	1,312.50	
Totals	39.00		4,147.50	
Total Labor				4,147.50
		Total this Phase		\$4,147.50
		Total this Invoice		\$4,147.50

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

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093695.7220.71
MB 2011-4/89-110



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

February 28, 2019
Project No: 1273-S016
Invoice No: 20715

Project Manager Shea McNease
Project 1273-S016 Tuscan Avenue Sewer Rehab
Professional Services from January 27, 2019 to February 23, 2019
Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Sullivan, Richard	5.50	105.00	577.50	
CAD TECHNICIAN II				
Trahan, Beau	27.00	90.00	2,430.00	
ENGINEERING INTERN				
Thomas, Louis	2.00	115.00	230.00	
FIELD CREW				
Crew, Field	2.00	175.00	350.00	
PROJECT ENGINEER				
McNease, Shea	17.00	175.00	2,975.00	
Totals	53.50		6,562.50	
Total Labor				6,562.50
		Total this Invoice		\$6,562.50

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

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093695. 7220.68

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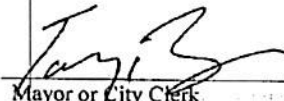
Hattiesburg, Mississippi does hereby certify to Regions Bank, as trustee in respect to the referenced Bonds (the Trustee”):

- (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



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2019-259

File ID: 2019-259

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 03/25/2019

Brief Title: Initiate Drainage Study of Gordon's Creek in Relation
to Re-construction of Lincoln Road

Final Action: 04/02/2019

Minute Book Number: MB 2019-87-88

Title:

Adopt a Resolution requesting the Mississippi Department of Transportation (MDOT) to initiate the Drainage Study of Gordon's Creek in Relation to the Re-construction of Lincoln Road; authorize Mayor to execute letter to MDOT requesting initiation.

Notes: Please return original signed letter to Engineering and a PDF copy of the executed resolution.

Agenda Date: 04/02/2019

Indexes:

Agenda Number: V.-7

Sponsors:

Enactment Date:

Attachments: MDOT.Hattiesburg Activation Letter, Resolution to Initiate Lincoln Road Drainage Project, COH - Final Financial Statements FY2017, Sharon Waits 2017, 11286 vicinity map, Lincoln Road Project #122, Executed Resolution 2019-130 Gordon Creek drainage-Lincoln Rd

Enactment Number:

Contact:

Meeting Date: 04/02/2019

Drafter: Kathleen Hartfield

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/02/2019	Adopt				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Adopt a Resolution (#2019-130) requesting the Mississippi Department of Transportation (MDOT) to initiate the Drainage Study of Gordon's Creek in Relation to the Re-construction of Lincoln Road; authorize Mayor to execute letter to MDOT requesting initiation.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2019-259

Title

Adopt a Resolution requesting the Mississippi Department of Transportation (MDOT) to initiate the Drainage Study of Gordon's Creek in Relation to the Re-construction of Lincoln Road; authorize Mayor to execute letter to MDOT requesting initiation.

Summary

Initiate the Drainage Study of Gordon's Creek in Relation to the Re-construction of Lincoln Road.

Budget Information

Expenditure Type

MDOT Grant

March 25, 2019

David H. Seyfarth, P.E.
District 6, LPA Coordinator
Mississippi Department of Transportation
16499 B Highway 49
Saucier, MS 39574-9740

Re: DRAINAGE STUDY OF GORDON'S CREEK IN RELATION TO THE RE-CONSTRUCTION OF LINCOLN
ROAD
CITY OF HATTIESBURG
PROJECT ACTIVATION REQUEST

Dear Mr. Seyfarth:

The City of Hattiesburg respectfully requests that the Mississippi Department of Transportation initiate the above referenced project. This project will consist of a drainage study of Gordon's Creek from Interstate 59 to U.S. Highway 49.

Enclosed please find a copy of the resolution adopted by the City on April 2, 2019 which requests that the project be initiated by MDOT, a letter from the Hattiesburg Petal Forrest Lamar MPO acknowledging this request, a vicinity map, a copy of the director's LPA Certificate, and a copy of our most recent audit report.

In an effort to facilitate the completion of the project, I am delegating authority to Lamar Rutland, P.E., Engineering Director for the city of Hattiesburg as the Chief LPA Official, phone: (601) 545-4540, email: lrutland@hattiesburgms.com.

The LPA Project Director for the City regarding this project will be Sharon Waits, phone: (601) 545-4540, email: swaits@hattiesburgms.com.

Thank you for your attention in this matter.

Sincerely,

Toby Barker
Mayor, City of Hattiesburg

Enclosures

CITY OF HATTIESBURG, MISSISSIPPI
RESOLUTION TO INITIATE THE
DRAINAGE STUDY OF GORDON’S CREEK IN RELATION TO THE RE-
CONSTRUCTION OF LINCOLN ROAD

WHEREAS, the City of Hattiesburg requests that the Mississippi Department of Transportation initiate the Drainage Study of Gordon’s Creek in Relation to the Re-construction of Lincoln Road, described herein; and

WHEREAS, this project will consist of a drainage study of Gordon’s Creek from Interstate 59 to U.S. Highway 49; and

WHEREAS, a portion of the engineering costs will be paid by the City of Hattiesburg; and

WHEREAS, the City of Hattiesburg understands that the Federal Funds available for this project are \$150,000.00.

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

The Mayor and City Council request that the Mississippi Department of Transportation initiate the Drainage Study of Gordon’s Creek in Relation to the Re-construction of Lincoln Road.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 2nd day of April 2019.

(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 2nd day of April 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

CITY OF HATTIESBURG, MISSISSIPPI

**AUDITED FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION**

Year Ended September 30, 2017

CITY OF HATTIESBURG, MISSISSIPPI

AUDITED FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION YEAR ENDED SEPTEMBER 30, 2017

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CITY OF HATTIESBURG, MISSISSIPPI

**AUDITED FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION
YEAR ENDED SEPTEMBER 30, 2017**

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FINANCIAL SECTION



INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and
Members of the City Council
City of Hattiesburg, Mississippi

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Hattiesburg, Mississippi, as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

The City of Hattiesburg, Mississippi's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the

- 1 -



HATTIESBURG
2 Southern Pointe Parkway, Suite 100
Hattiesburg, MS 39401-8025

P. O. Drawer 15099
Hattiesburg, MS 39404-5099

COLUMBIA
150 Old Highway 98 E
Columbia, MS 39429-6447

P. O. Box 609
Columbia, MS 39429-0609

GULFPORT
2019 23rd Avenue
Gulfport, MS 39501-2968

P. O. Box 1842
Gulfport, MS 39502-1842

To the Honorable Mayor and Members of the City Council
City of Hattiesburg, Mississippi

financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Hattiesburg, Mississippi, as of September 30, 2017, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

Deficit Fund Balance

As described in Note 16 to the financial statements, deficit fund balances were reported in certain governmental funds as a result of modified accrual recognition of expenditures for which reimbursements were not available resources. Our opinion is not modified with respect to this matter.

Matters Related to Funding

Subsequent to September 30, 2017, certain federal and state grant reimbursements were delayed because of delinquency in submission of City annual financial reports. In addition, the City's credit rating was suspended in November 2016. Our opinion is not modified with respect to these matters.

To the Honorable Mayor and Members of the City Council
City of Hattiesburg, Mississippi

Other Matters

Required Supplementary Information

Management has omitted management's discussion and analysis (MD&A), budgetary comparison schedules for the general fund, trend factors and schedules of funding progress of the City's defined benefit pension plans, and trend factors and schedules of funding progress and employer contributions for the City's other postemployment benefit plans (OPEB) that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Supplementary and Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Hattiesburg, Mississippi's basic financial statements. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The schedule of expenditures of federal awards is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.

To the Honorable Mayor and Members of the City Council
City of Hattiesburg, Mississippi

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated November 15, 2018, on our consideration of the City of Hattiesburg, Mississippi's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Hattiesburg, Mississippi's internal control over financial reporting and compliance.



Hattiesburg, Mississippi
November 15, 2018

FINANCIAL STATEMENTS

EXHIBIT A
PAGE 1 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

**Statement of Net Position
September 30, 2017**

	PRIMARY		GOVERNMENT	Component Unit
	Governmental Activities	Business-type Activities	Total	
ASSETS				
Cash and cash equivalents	\$ 17,224,190	\$ 9,667,411	\$ 26,891,601	\$ 6,644,065
Cash with fiscal agent	1,289,898	26,414,781	27,704,679	-
Sales tax receivable	3,670,355	-	3,670,355	864,352
Property taxes receivable	21,081,340	-	21,081,340	-
Accounts receivable - Water and Sewer, net	-	1,297,757	1,297,757	-
Accounts receivable - Solid Waste Services	311,177	-	311,177	-
Intergovernmental receivable	4,874,558	-	4,874,558	-
Fines receivable, net	3,203,825	-	3,203,825	-
Other receivables	866,589	57,000	923,589	79,963
Internal balances	99,023	(99,023)	-	-
Due from other agencies	10,192	-	10,192	-
Inventory - food and beverage	-	-	-	70,706
Inventory - gas and oil	31,225	-	31,225	-
Notes receivable	3,509,683	-	3,509,683	-
Capital assets not being depreciated:				
Land and construction in progress	31,555,165	2,173,106	33,728,271	5,240,462
Capital assets, net of accumulated depreciation:				
Infrastructure	64,096,840	100,513,737	164,610,577	-
Buildings and improvements	35,147,908	177,486	35,325,394	10,430,227
Machinery and equipment	5,475,559	544,169	6,019,728	128,096
Total assets	192,447,527	140,746,424	333,193,951	23,457,871
DEFERRED OUTFLOWS OF RESOURCES				
Related to pensions	6,225,650	466,687	6,692,337	-
Prepaid bond insurance	139,726	188,379	328,105	-
Total deferred outflows of resources	6,365,376	655,066	7,020,442	-

The notes to the financial statements are an integral part of this statement.

EXHIBIT A
PAGE 2 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

**Statement of Net Position
September 30, 2017**

	PRIMARY		GOVERNMENT	Component Unit
	Governmental Activities	Business-type Activities	Total	
LIABILITIES				
Accounts payable	\$ 1,987,659	\$ 804,147	\$ 2,791,806	\$ 174,534
Accrued wages and benefits	572,530	47,073	619,603	279,132
Other liabilities	1,366,695	18,826	1,385,521	85,108
Due to other agencies	242,674	-	242,674	-
Accrued expenses	344,757	-	344,757	-
Accrued interest	297,253	534,456	831,709	-
Non-current liabilities:				
Portion due or payable within one year:				
General obligation bonds	1,700,000	2,111,000	3,811,000	-
Revenue bonds	-	2,830,000	2,830,000	-
Unamortized bond premium	43,507	45,384	88,891	-
Limited obligation tax increment financing bonds	1,022,000	-	1,022,000	-
Economic development limited obligation bonds and notes	119,354	-	119,354	-
General obligation notes payable	-	96,001	96,001	-
Certificate of participation	175,000	-	175,000	-
Capital leases	1,149,592	-	1,149,592	-
Unamortized certificate of participation premium	13,158	-	13,158	-
Compensated absences	204,386	14,559	218,945	-
Portion due or payable after one year:				
General obligation bonds	5,465,000	10,300,000	15,765,000	-
Revenue bonds	-	57,945,000	57,945,000	-
Unamortized bond premium	130,519	347,033	477,552	-
Limited obligation tax increment financing bonds	10,039,000	-	10,039,000	-
Economic development limited obligation bonds and notes	1,708,128	-	1,708,128	-
General obligation notes payable	-	24,683	24,683	-
Certificate of participation	5,125,000	-	5,125,000	-
Capital leases	7,903,996	-	7,903,996	-
Unamortized certificate of participation premium	236,827	-	236,827	-
Compensated absences	1,158,185	82,498	1,240,683	-
Net pension liability	71,019,339	4,603,894	75,623,233	-
Other post employment benefits obligation	1,600,905	151,572	1,752,477	-
Customer meter deposits	-	1,416,755	1,416,755	-
Total liabilities	113,625,464	81,372,881	194,998,345	538,774
DEFERRED INFLOWS OF RESOURCES				
Related to pensions	930,448	78,496	1,008,944	-
Deferred revenues	-	617,189	617,189	-
Unearned revenue - property taxes	20,753,000	-	20,753,000	-
Total deferred inflows of resources	21,683,448	695,685	22,379,133	-
NET POSITION				
Net investment in capital assets	114,719,895	29,709,397	144,429,292	15,798,785
Restricted for:				
Debt service	6,162,469	7,685,090	13,847,559	-
Capital projects	-	-	-	772,499
Unrestricted	(57,378,373)	21,938,437	(35,439,936)	6,347,813
Total net position	\$ 63,503,991	\$ 59,332,924	\$ 122,836,915	\$ 22,919,097

The notes to the financial statements are an integral part of this statement.

EXHIBIT B

CITY OF HATTIESBURG, MISSISSIPPI

STATEMENT OF ACTIVITIES
YEAR ENDED SEPTEMBER 30, 2017

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position			Component Unit
		Fees, Fines and Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Primary Government Business-type Activities	Total	
PRIMARY GOVERNMENT:								
Governmental Activities:								
General government	\$ 9,454,614	\$ -	\$ -	\$ -	\$ (9,454,614)		\$ (9,454,614)	
Public safety	24,876,846	1,485,491	859,667	-	(22,531,688)		(22,531,688)	
Public services	22,301,631	2,218,076	4,175,142	753,784	(15,154,629)		(15,154,629)	
Other services	1,429,409	-	-	403,969	(1,025,440)		(1,025,440)	
Mass transit	1,901,374	35,771	825,639	345,010	(694,954)		(694,954)	
Culture and recreation	4,336,206	87,804	-	16,721	(4,231,681)		(4,231,681)	
Human/social assistance	772,346	-	738,268	-	(34,078)		(34,078)	
Economic development	255,000	-	-	-	(255,000)		(255,000)	
Interest and fiscal charges	1,119,296	-	-	-	(1,119,296)		(1,119,296)	
Total governmental activities	<u>66,446,722</u>	<u>3,827,142</u>	<u>6,598,716</u>	<u>1,519,484</u>	<u>(54,501,380)</u>		<u>(54,501,380)</u>	
Business-Type Activities:								
Water and sewer system	16,373,370	20,748,288	-	-	-	\$ 4,374,918	4,374,918	
Interest and fiscal charges	2,389,665	-	-	-	-	(2,389,665)	(2,389,665)	
Total business-type activities	<u>18,763,035</u>	<u>20,748,288</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,985,253</u>	<u>1,985,253</u>	
Total primary government	<u>\$ 85,209,757</u>	<u>\$ 24,575,430</u>	<u>\$ 6,598,716</u>	<u>\$ 1,519,484</u>	<u>(54,501,380)</u>	<u>1,985,253</u>	<u>(52,516,127)</u>	
COMPONENT UNIT:								
Hattiesburg Convention Commission	\$ 6,858,893	\$ 2,873,619	\$ -	\$ 305,000				\$ (3,680,274)
Total component unit	<u>\$ 6,858,893</u>	<u>\$ 2,873,619</u>	<u>\$ -</u>	<u>\$ 305,000</u>				<u>(3,680,274)</u>
GENERAL REVENUES:								
Taxes:								
Property taxes, levied for general purposes					16,247,175	-	16,247,175	-
Property taxes, levied for debt service					4,535,778	-	4,535,778	-
Sales taxes					22,440,431	-	22,440,431	-
Franchise taxes and other licenses and permits					4,228,559	-	4,228,559	-
Special sales tax					-	-	-	5,224,823
Grants and contributions not restricted to specific programs					98,932	-	98,932	-
Unrestricted investment earnings					227,856	99,295	327,151	26,114
Other local sources					2,441,347	-	2,441,347	-
Miscellaneous					1,889,376	200,116	2,089,492	40,466
Gain (loss) on sale of assets					1,484	-	1,484	-
TRANSFERS:								
Transfers, component unit					24,733	-	24,733	(24,733)
Transfers, net					306,908	(306,908)	-	-
Total general revenues and transfers					<u>52,442,579</u>	<u>(7,497)</u>	<u>52,435,082</u>	<u>5,266,670</u>
CHANGE IN NET POSITION					(2,058,801)	1,977,756	(81,045)	1,586,396
NET POSITION - BEGINNING					66,869,395	57,197,908	124,067,303	21,332,701
Prior period adjustment					(1,306,603)	157,260	(1,149,343)	-
NET POSITION - BEGINNING, AS ADJUSTED					<u>65,562,792</u>	<u>57,355,168</u>	<u>122,917,960</u>	<u>21,332,701</u>
NET POSITION - ENDING					<u>\$ 63,503,991</u>	<u>\$ 59,332,924</u>	<u>\$ 122,836,915</u>	<u>\$ 22,919,097</u>

The notes to the financial statements are an integral part of this statement.

EXHIBIT C
PAGE 1 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

**BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2017**

	General Fund	Other Governmental Funds	Total Governmental Funds
ASSETS			
Cash and cash equivalents	\$ 6,744,149	\$ 10,480,041	\$ 17,224,190
Cash with fiscal agent	-	1,289,898	1,289,898
Sales tax receivable	1,833,328	-	1,833,328
Intergovernmental receivable	3,340,198	1,434,360	4,774,558
Fines receivable, net of allowance	3,203,825	-	3,203,825
Other receivables	742,468	17,204	759,672
Due from other funds	810,486	110,387	920,873
Property taxes receivable	17,284,084	3,674,535	20,958,619
Due from other agencies	10,192	-	10,192
Gas and oil inventory	31,225	-	31,225
Advances to other funds	300,000	-	300,000
Prepaid insurance	123,349	-	123,349
Prepaid debt service	-	16,377	16,377
Total assets	\$ 34,423,304	\$ 17,022,802	\$ 51,446,106
LIABILITIES			
Accounts payable	\$ 943,690	\$ 1,043,969	\$ 1,987,659
Accrued wages and benefits	523,174	49,356	572,530
Due to other funds	244,523	577,327	821,850
Other liabilities	1,325,614	385,838	1,711,452
Due to other agencies	242,674	-	242,674
Advances from other funds	-	300,000	300,000
Total liabilities	3,279,675	2,356,490	5,636,165
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue - property taxes	17,114,000	3,639,000	20,753,000
Unavailable revenue - fines	3,203,825	-	3,203,825
Total deferred inflows of resources	20,317,825	3,639,000	23,956,825
FUND BALANCES			
Nonspendable:			
Inventories	31,225	-	31,225
Prepaid expenses	123,349	-	123,349
Long-term interfund advance	300,000	-	300,000
Restricted:			
Fire protection	-	767,933	767,933
Street improvements and repairs	-	1,634,942	1,634,942
Law enforcement	-	1,128,847	1,128,847
Mass transit	-	187,836	187,836

The notes to the financial statements are an integral part of this statement.

EXHIBIT C
PAGE 2 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

**BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2017**

	General Fund	Other Governmental Funds	Total Governmental Funds
<i>FUND BALANCES (Cont.)</i>			
Restricted: (Cont.)			
Debt service	\$ -	\$ 6,162,469	\$ 6,162,469
Parks and recreation projects	-	104,862	104,862
Committed:			
Parks and recreation	-	1,309,663	1,309,663
Assigned:			
General government	78,840	-	78,840
Public safety	388,159	-	388,159
Public services	174,993	-	174,993
Other services	5,730	-	5,730
Unassigned	9,723,508	(269,240)	9,454,268
Total fund balances	<u>10,825,804</u>	<u>11,027,312</u>	<u>21,853,116</u>
<i>Total liabilities, deferred inflows of resources, and fund balances</i>	<u>\$ 34,423,304</u>	<u>\$ 17,022,802</u>	<u>\$ 51,446,106</u>

EXHIBIT C.1
PAGE 1 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

**Reconciliation of the Governmental Funds Balance Sheet
to the Government-Wide Statement of Net Position
September 30, 2017**

Total *fund balances* for governmental funds (Exhibit C) \$ 21,853,116

Total *net position* reported for governmental activities in the statement of net position is different because:

Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds. Those assets consist of:

Land	\$ 29,934,169	
Construction in progress	1,620,996	
Infrastructure, net of \$86,751,847 accumulated depreciation	64,096,840	
Buildings and improvements, net of \$27,043,565 accumulated depreciation	35,147,908	
Machinery and equipment, net of \$30,484,690 accumulated depreciation	<u>5,475,559</u>	
Total capital assets		136,275,472

Other long-term assets are not available to pay for current period expenditures and therefore are reported as deferred revenue in the funds. 3,203,825

Receivables not received within thirty days of year end are not reported in the funds. 2,477,842

Notes receivable are not available to pay for current period expenditures and therefore are not reported in the funds. 3,509,683

Deferred outflows related to pensions are not reported in the funds 6,225,650

CITY OF HATTIESBURG, MISSISSIPPI

**Reconciliation of the Governmental Funds Balance Sheet
to the Government-Wide Statement of Net Position
September 30, 2017**

Deferred inflow related to pension are not reported in the funds. \$ (930,448)

Long-term liabilities applicable to the City's governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. Interest on long-term debt is not accrued in the governmental funds, but rather is recognized as an expenditure when due. All liabilities – both current and long-term – are reported in the statement of net position.

Balances for these liabilities at September 30, 2017 are:

Accrued interest on bonds and notes		(297,253)
General obligation bonds	\$ (7,165,000)	
Limited obligation tax increment financing bonds	(11,061,000)	
Limited obligation economic development bonds and notes	(1,827,482)	
Unamortized premiums on bonds	(174,026)	
Certificates of participation	(5,300,000)	
Unamortized premiums on certificates of participation	(249,985)	
Capital leases	(9,053,588)	
Compensated absences	(1,362,571)	
Net pension liability	(71,019,339)	
Other post employment benefits obligation	(1,600,905)	
Total long-term liabilities		<u>(108,813,896)</u>

Total *net position* of governmental activities (Exhibit A) \$ 63,503,991

EXHIBIT D
PAGE 1 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
Year Ended September 30, 2017

	General Fund	Other Governmental Funds	Total Governmental Funds
REVENUES			
General property taxes	\$ 14,752,256	\$ 5,607,479	\$ 20,359,735
Sales tax collections	22,408,645	-	22,408,645
Other taxes	34,769	-	34,769
Licenses and permits	4,035,805	-	4,035,805
Fines, forfeitures and penalties	1,182,893	118,758	1,301,651
Interest, rents and concessions	148,440	119,527	267,967
Intergovernmental	4,212,489	5,977,745	10,190,234
Charges for services	2,357,915	227,304	2,585,219
Other revenues	742,044	318,803	1,060,847
Total revenues	49,875,256	12,369,616	62,244,872
EXPENDITURES			
Current:			
General government	9,232,396	1,760,927	10,993,323
Public safety	21,273,366	1,889,935	23,163,301
Public services	14,200,838	3,779,259	17,980,097
Other services	1,499,740	690,072	2,189,812
Mass transit	-	1,487,305	1,487,305
Culture and recreation	-	4,113,007	4,113,007
Human/social assistance	209,880	714,185	924,065
Economic development	255,000	-	255,000
Capital outlay	96,618	-	96,618
Debt service:			
Principal payments	590,646	3,268,048	3,858,694
Interest and fiscal charges	590,613	855,639	1,446,252
Total expenditures	47,949,097	18,558,377	66,507,474
Excess (deficiency) of revenues over expenditures	1,926,159	(6,188,761)	(4,262,602)

The notes to the financial statements are an integral part of this statement.

EXHIBIT D
PAGE 2 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
Year Ended September 30, 2017

	General Fund	Other Governmental Funds	Total Governmental Funds
<i>OTHER FINANCING SOURCES (USES)</i>			
Proceeds from sale of capital asset	\$ 2,362	\$ -	\$ 2,362
Compensation for loss of capital assets	1,454,243	-	1,454,243
Transfers in	401,299	3,671,591	4,072,890
Transfers out	(3,460,000)	(305,982)	(3,765,982)
Other sources	49,204	100,887	150,091
<i>Total other financing sources (uses)</i>	<u>(1,552,892)</u>	<u>3,466,496</u>	<u>1,913,604</u>
<i>NET CHANGE IN FUND BALANCES</i>	373,267	(2,722,265)	(2,348,998)
Fund balances – beginning	<u>10,452,537</u>	<u>13,749,577</u>	<u>24,202,114</u>
Fund balances – ending	<u><u>\$ 10,825,804</u></u>	<u><u>\$ 11,027,312</u></u>	<u><u>\$ 21,853,116</u></u>

The notes to the financial statements are an integral part of this statement.

EXHIBIT D.1
PAGE 1 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

**Reconciliation of the Statement of Revenues, Expenditures, and Changes in
Fund Balances of Governmental Funds to the Statement of Activities
Year Ended September 30, 2017**

Net change in *fund balances* - governmental funds (Exhibit D) \$ (2,348,998)

The change in *net position* reported for governmental activities in the statement of activities is different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which depreciation expense (\$8,218,289) exceeded capital outlay (\$7,722,358) in the current period. (495,931)

Intergovernmental revenues are recognized on the full-accrual basis in the statement of activities for revenues received thirty days after year end. This is the amount of effect of the change in revenue. (113,759)

Fine revenue deferred in the funds for the modified accrual basis during the current year decreased because prior year recognition would have been required on the Statement of Activities using the full-accrual basis of accounting. 289,744

Proceeds from the sale of capital assets (\$2,362) are reported in the governmental funds. However, in the statement of net position the net gain is recorded (\$1,484). (878)

Proceeds from issuance of long-term debt are reported in the governmental funds. However, in the statement of net position a long-term liability is recorded. Repayments of long-term debt are reported as expenses in the governmental funds but are recorded against the liability in the statement of net position. Thus, the change in net positions differs from the change in fund balances by the amount of the debt repayments. 3,858,694

EXHIBIT D.1
PAGE 2 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

**Reconciliation of the Statement of Revenues, Expenditures, and Changes in
Fund Balances of Governmental Funds to the Statement of Activities
Year Ended September 30, 2017**

Under the modified accrual basis of accounting used in governmental funds, expenditures are not recognized for transactions that are not normally paid with expendable available financial resources. In the statement of activities, however, which is presented on the accrual basis, expenses and liabilities are reported regardless of when financial resources are available. In addition, interest on long-term debt is not recognized under the modified accrual basis of accounting until due, rather than as it accrues. The following adjustments combine the net changes of the two balances:

Accounts payable	\$ 150,000	
Compensated absences	415,168	
Amortization of certificate of participation premium	13,157	
Amortization of bond premium	43,507	
Accrued interest on bonds and notes	<u>112,350</u>	
Combined adjustment		\$ 734,182
Change related to pension deferred outflows and inflows and obligations		(3,381,546)
Change related to other post employment benefit obligations		(543,609)
Governmental funds report annual note repayment received (\$195,856) as the installment receipt of the sale of real estate. In the statement of activities, only the portion of these payments attributable to interest is reported as interest revenue (\$139,156).		<u>(56,700)</u>
Change in <i>net position</i> of governmental activities (Exhibit B)		<u><u>\$ (2,058,801)</u></u>

EXHIBIT E
PAGE 1 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

**Statement of Net Position
Proprietary Fund
September 30, 2017**

	Combined Water & Sewer System
<i>CURRENT ASSETS</i>	
Cash and cash equivalents - unrestricted	\$ 9,667,411
Cash with fiscal agent	26,414,781
Accounts receivable - trade (net of allowance for doubtful accounts of \$1,848,880)	1,297,757
Due from governmental funds	152,764
Other receivables	57,000
Total current assets	<u>37,589,713</u>
<i>NONCURRENT ASSETS</i>	
Capital assets	
Land	321,243
Construction in progress	1,851,863
Infrastructure, net	100,513,737
Buildings and improvements, net	177,486
Machinery and equipment, net	544,169
Total noncurrent assets	<u>103,408,498</u>
<i>Total assets</i>	<u>140,998,211</u>
<i>DEFERRED OUTFLOW OF RESOURCES</i>	
Related to pensions	466,687
Prepaid bond insurance	188,379
<i>Total deferred outflows</i>	<u>655,066</u>
<i>CURRENT LIABILITIES</i>	
Due to governmental funds	251,787
Sales tax payable	18,826
Accounts payable	804,147
Accrued wages and benefits	47,073
Accrued interest payable	534,456
Unamortized bond premium - current	45,384
Revenue bonds - current	2,830,000
General obligation bonds - current	2,111,000
General obligation note payable - current	96,001
Compensated absences - current	14,559
Total current liabilities	<u>6,753,233</u>

The notes to the financial statements are an integral part of this statement.

EXHIBIT E
PAGE 2 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

**Statement of Net Position
Proprietary Fund
September 30, 2017**

	Combined Water & Sewer System
<i>NON-CURRENT LIABILITIES</i>	
Revenue bonds	\$ 57,945,000
General obligation bonds	10,300,000
General obligation note payable	24,683
Unamortized bond premium	347,033
Compensated absences	82,498
Net pension obligation	4,603,894
Other post employment benefits obligation	151,572
Customer meter deposits	
payable from restricted assets	1,416,755
Total non-current liabilities	<u>74,871,435</u>
<i>Total liabilities</i>	<u>81,624,668</u>
<i>DEFERRED INFLOWS OF RESOURCES</i>	
Related to pensions	78,496
Deferred revenues	<u>617,189</u>
<i>Total deferred inflows</i>	<u>695,685</u>
<i>NET POSITION</i>	
Net investment in capital assets	29,709,397
Restricted for debt service	7,685,090
Unrestricted	<u>21,938,437</u>
<i>Total net position</i>	<u>\$ 59,332,924</u>

The notes to the financial statements are an integral part of this statement.

EXHIBIT F

CITY OF HATTIESBURG, MISSISSIPPI

**Statement of Revenues, Expenses, and Changes In Net Position
Proprietary Fund
Year Ended September 30, 2017**

	Combined Water & Sewer System
OPERATING REVENUES	
Water charges	\$ 10,219,321
Sewer charges	10,320,408
Sewer connections	24,530
Turn-on fees	50,560
Taps	133,469
Total operating revenues	<u>20,748,288</u>
OPERATING EXPENSES	
Personal services	2,925,767
Other services and charges	8,455,703
Supplies and expenses	946,462
Depreciation	3,666,108
Other operating expenses	379,330
Total operating expenses	<u>16,373,370</u>
OPERATING INCOME	<u>4,374,918</u>
NON-OPERATING REVENUES (EXPENSES)	
Interest revenue	99,295
Interest expense	(2,389,665)
Other revenues	200,116
Total non-operating revenues (expenses)	<u>(2,090,254)</u>
INCOME BEFORE TRANSFERS	2,284,664
Transfers out	<u>(306,908)</u>
CHANGE IN NET POSITION	1,977,756
NET POSITION - beginning	57,197,908
Prior period adjustments	157,260
NET POSITION - beginning, as adjusted	<u>57,355,168</u>
NET POSITION - ending	<u>\$ 59,332,924</u>

The notes to the financial statements are an integral part of this statement.

EXHIBIT G
PAGE 1 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

**Statement of Cash Flows
Proprietary Fund
Year Ended September 30, 2017**

	Combined Water & Sewer System
<i>CASH FLOWS FROM OPERATING ACTIVITIES</i>	
Receipts from customers	\$ 21,691,020
Payments to suppliers and service providers	(9,970,009)
Payments to employees for salaries and benefits	(2,392,737)
Net cash provided by operating activities	<u>9,328,274</u>
<i>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</i>	
Transfers from other funds	(306,908)
Net cash used by noncapital financing activities	<u>(306,908)</u>
<i>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</i>	
Proceeds from long-term debt issued	-
Principal payments - bonds and notes	(4,977,771)
Acquisition and construction of capital assets	(5,284,195)
Other receipts (payments)	200,116
Interest paid on capital debt	(2,622,595)
Net cash used by capital and related financing activities	<u>(12,684,445)</u>
<i>CASH FLOWS FROM INVESTING ACTIVITIES</i>	
Interest Income	99,295
Net cash provided by investing activities	<u>99,295</u>
<i>NET DECREASE IN CASH AND CASH EQUIVALENTS</i>	(3,563,784)
<i>CASH AND CASH EQUIVALENTS - Beginning</i>	<u>39,645,976</u>
<i>CASH AND CASH EQUIVALENTS - Ending</i>	<u><u>\$ 36,082,192</u></u>
Displayed on Exhibit E as:	
Cash and cash equivalents	\$ 9,667,411
Cash with fiscal agent	<u>26,414,781</u>
	<u><u>\$ 36,082,192</u></u>

The notes to the financial statements are an integral part of this statement.

EXHIBIT G
PAGE 2 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

**Statement of Cash Flows
Proprietary Fund
Year Ended September 30, 2017**

	Combined Water & Sewer System
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES:	
OPERATING INCOME	\$ 4,374,918
ADJUSTMENTS TO RECONCILE OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES:	
Depreciation expense	3,666,108
Changes in assets and liabilities:	
(Increase) in accounts receivable - trade	738,399
(Increase) in other receivables	(57,000)
Decrease in prepaid insurance - bonds	41,781
(Increase) in deferred outflows related to pensions	402,113
(Decrease) in accounts payable	174,924
(Decrease) in other liabilities	(265,691)
(Decrease) in wages and benefits payable	4,846
Increase in customer meter deposits	89,404
Increase in sales tax payable	(13,029)
(Decrease) in due from/to other governmental funds	(139,528)
(Decrease) in compensated absences	225,682
Increase in net pension obligation	(214,722)
Increase in other post employment benefits	45,989
(Decrease) in deferred inflows related to pensions	69,122
Increase in deferred revenues	184,958
Total adjustments	<u>4,953,356</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>\$ 9,328,274</u>

The notes to the financial statements are an integral part of this statement.

EXHIBIT H

CITY OF HATTIESBURG, MISSISSIPPI

**Statement of Fiduciary Assets and Liabilities
September 30, 2017**

	<u>Agency Funds</u>
<i>ASSETS</i>	
Cash and cash equivalents	\$ 2,145,457
Property taxes and fees receivable	431,268
Sales tax receivable	<u>458,008</u>
Total assets	<u><u>\$ 3,034,733</u></u>
<i>LIABILITIES</i>	
Employee contributions payable	\$ 1,544,446
Due to other agencies	978,234
Other liabilities	5,958
Amounts held in custody for others	<u>506,095</u>
Total liabilities	<u><u>\$ 3,034,733</u></u>

The notes to the financial statements are an integral part of this statement.

NOTES TO THE FINANCIAL STATEMENTS

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO THE FINANCIAL STATEMENTS YEAR ENDED SEPTEMBER 30, 2017

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. General Information

The City of Hattiesburg, Mississippi (the City) was incorporated in 1884 under the laws of the State of Mississippi and presently operates under a Mayor/Council form of government. It is the third largest municipality in the state with nearly 50,000 residents. The policy-making and legislative authority, as well as budgetary responsibilities, are vested with the City Council. The following services are provided by the City: Public safety (Police, Fire, and Code Enforcement), Public Works, Engineering, Solid Waste Collection, Water and Sewer, Culture and Recreation, Mass Transit, Federal Programs, Urban Development, and General Administrative Services.

The accounting and reporting framework and the more significant accounting policies and practices are discussed in subsequent sections of this Note. The remainder of the notes are organized to provide explanations, including required disclosures, of the City's financial activities.

B. Reporting Entity

The City is a charter city in which citizens elect the mayor at large and five council members by wards. The accompanying financial statements present the City's primary government and its component unit, an entity for which the government is considered to be financially accountable. The discretely presented component unit is reported in a separate column in the government-wide financial statements (see note below for description) to emphasize that it is legally separate from the primary government.

Discretely presented component unit - The Hattiesburg Convention Commission (the Commission) is composed of a seven member board whose members are appointed by the Hattiesburg City Council. The purpose of the Commission is to promote conventions and tourism. The Commission has authority over all matters relating to the establishment, development, construction, furnishing, and equipping of convention and tourism related facilities. The Commission is primarily funded by a 2% sales tax on local food, beverage, and alcoholic beverage package retailer permits. The Commission is presented as a governmental fund type. Pursuant to component unit criteria guidelines, the Commission is presented as a discretely presented component unit based upon the budgetary oversight provided by the City in conjunction with other related criteria including, but not limited to, the City's ability to make board appointments and the Commission's status as a legally separate entity.

A separate financial statement of the Commission can be obtained by contacting the Hattiesburg Convention Commission, 1 Convention Center Plaza, Hattiesburg, Mississippi 39401.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO THE FINANCIAL STATEMENTS

PAGE TWO

YEAR ENDED SEPTEMBER 30, 2017

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

C. Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the primary government and its component unit. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. Likewise, the primary government is reported separately from a certain legally separate component unit for which the primary government is financially accountable.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. The major individual governmental fund and the major individual enterprise fund are reported as separate columns in the fund financial statements. Internal activities, including interfund transfers and due to/due from balances attributable to governmental activities have been eliminated for government-wide financial statement presentation purposes.

D. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied based on historical trends of collections in relation to assessments. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO THE FINANCIAL STATEMENTS

PAGE THREE

YEAR ENDED SEPTEMBER 30, 2017

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 30 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, sales taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the City.

The City reports the following major governmental fund:

General Fund - The General Fund is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund. Activities accounted for in the general fund include police and fire protection, public services, general government, sanitation, city courts, urban development, and other services.

The City reports the following major proprietary fund:

Combined Water and Sewer System Fund - The Combined Water and Sewer System Fund accounts for the activities of the water and sewer system. The City operates the sewage treatment plant, sewage pumping stations and collection systems, and the water distribution system.

Additionally, the City reports the following fund types:

Special Revenue Funds - These funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO THE FINANCIAL STATEMENTS

PAGE FOUR

YEAR ENDED SEPTEMBER 30, 2017

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Debt Service Funds - These funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditures for principal and interest on long-term debt.

Capital Project Funds - These funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets.

Agency Funds - The City's agency funds account for employee payroll tax withholdings, initial tax deposits from the county tax collectors, initial special sales tax receipts, the Police and Firemen Disability and Relief Fund, and the Forrest County Industrial Park Commission Fund.

Private sector standards of accounting and financial reporting issued prior to December 1, 1989, generally are followed in both the government-wide and proprietary fund financial statements to the extent that those standards do not conflict with or contradict guidance of the Governmental Accounting Standards Board. Governments also have the *option* of following subsequent private-sector guidance for their business-type activities and enterprise funds, subject to this same limitation. The government has elected not to follow subsequent private-sector guidance.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments-in-lieu of taxes and other charges between the government's water and sewer function and various other functions of the government. Elimination of these charges would distort costs and program revenues reported for the various functions concerned.

Amounts reported as program revenues include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than program revenues. Likewise, general revenues include all taxes.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO THE FINANCIAL STATEMENTS

PAGE FIVE

YEAR ENDED SEPTEMBER 30, 2017

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

The proprietary fund distinguishes operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the water and sewer system enterprise fund are charges to customers for sales and services. The water and sewer system also recognizes as operating revenue the portion of tap fees intended to recover the cost of connecting new customers to the system. Operating expenses for proprietary funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first, then unrestricted resources as they are needed.

E. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balance

Deposits and investments

The government's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

To maximize interest earnings, the City's cash resources are combined to form a cash pool. Excluded from this pool is the cash of the Water and Sewer Fund, the 1999 Tax Increment Financing Bond and Interest and Construction Funds, the Water and Sewer USA Yield Bond and Interest and Construction Funds, the Community Development Block Grant Fund for Entitlement and HOME Entitlement, the 2001 Bond Construction Fund, the 1998 Infrastructure Fund, the Group Insurance Trust Fund, the Series 2006 Water and Sewer Bond Funds, and certain other legally restricted funds.

Investments for the City and its component unit are reported at fair value.

Receivables and payables

Activity between funds that is representative of lending/borrowing arrangements outstanding at the end of the fiscal year is referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances".

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO THE FINANCIAL STATEMENTS

PAGE SIX

YEAR ENDED SEPTEMBER 30, 2017

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

All sales taxes, property taxes, and notes receivables are considered collectible; therefore no reduction has been made for an allowance for these receivables. Fees paid in lieu of ad valorem taxes pursuant to separate agreements are recognized when collected or when probability of receipt is reasonably certain. Fines receivable is reported net of allowance for uncollectible accounts in the amount of \$17,915,651 at September 30, 2017. Credits against fines are applied for any jail time served, community service, or electronic monitoring. Since any such credits are not known until actual events occur, the amounts of those credits cannot be reasonably estimated before they are earned. Therefore, future credits to be applied against existing fines receivable are not estimated or reflected in the City's financial statements.

Customer accounts receivable in the enterprise fund are attributable to unpaid balances at year-end for charges for services and are netted with an allowance for doubtful accounts. The City estimates the allowance for doubtful water and sewer account balances based upon a review of outstanding balances and status of customer accounts and upon consideration of historical collection trends and other factors.

Property taxes are levied annually for the upcoming fiscal year beginning October 1st on property values assessed as of the previous January 1st. Such levy, which establishes a lien against the underlying property, is made by the City Council in September before the beginning of the fiscal year. Property taxes are recognized in the year for which they are levied. Property tax statements on real property are typically mailed in December each year, with the taxes due annually on February 1st. All taxes are collected and remitted to the City on a monthly basis by Forrest and Lamar County governments. Delinquent tax payments, received throughout the year, are recognized as revenue in the year received. Property with delinquent taxes as of August is subject to sale for collection of such taxes. Property taxes on vehicles are assessed annually and become due throughout the year based upon the month of acquisition.

Inventories and prepaid items

All inventories are valued at the lower of cost using the first-in/first-out (FIFO) method or market. Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO THE FINANCIAL STATEMENTS

PAGE SEVEN

YEAR ENDED SEPTEMBER 30, 2017

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Capital assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, street lights, sewer and water lines, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed.

Property, plant, equipment, and infrastructure of the primary government, as well as the component unit, is depreciated using the straight line method over the following estimated useful lives:

Buildings and improvements	20 – 50 years
Infrastructure	18 – 50 years
Machinery and equipment	5 – 10 years

Net pension liability

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the City's pension plans and additions to/deductions from the plan's net position have been determined on the same basis as they are reported by Public Employees' Retirement System of Mississippi. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Member contributions are recognized in the period in which they are earned. Investments are reported at fair value.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO THE FINANCIAL STATEMENTS

PAGE EIGHT

YEAR ENDED SEPTEMBER 30, 2017

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Deferred outflows/inflows of resources

Deferred outflows of resources are a separate financial statement element that represents a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City reports prepaid insurance on the Water & Sewer Revenue Bonds in the government-wide and the proprietary statements of net position as a deferred outflow of resources. Bond insurance paid from debt proceeds as a credit enhancement feature with the bonds is deferred and amortized over the life of the bonds. In addition, deferred outflows include amounts related to pensions, including contributions to the employee pension plans subsequent to the measurement date of the actuarial valuations for the plans.

Deferred inflows of resources are a separate financial statement element that represents an acquisition of net position or fund balance that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The governmental funds report unavailable revenues from special assessments, and these amounts are deferred and recognized as an inflow of resources in the period that the amounts become available. Both the government-wide statements and governmental funds report property taxes levied for the subsequent year, which are deferred and recognized as an inflow of resources in the period for which they are levied. The government-wide statements also reflect pension related items resulting from the difference between estimated and actual return on pension plan investments, which are being amortized over a five year period using the straight-line method.

Compensated absences

It is the City's policy to permit employees to accumulate earned but unused vacation, sick pay, overtime, and holiday pay benefits. There is no liability for unpaid accumulated sick leave since the City does not have a policy to pay any amounts when employees separate from service with the government. All vacation, overtime, and holiday pay is accrued when incurred in the government-wide financial statements and in the proprietary fund financial statements. A liability for these amounts is reported in governmental funds only if they are expected to be paid from current resources, for example, as a result of employee resignations and retirements, based on management's estimates.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO THE FINANCIAL STATEMENTS

PAGE NINE

YEAR ENDED SEPTEMBER 30, 2017

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Long-term obligations

In the government-wide financial statements and the proprietary fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund statement of net position. Bond discounts and premiums are amortized over the life of the related bonds. Bond issuance costs, other than prepaid insurance costs, are recognized as expenses in the period incurred. Prepaid insurance costs are reported as an asset and are recognized as expenses over the duration of the related debt.

Governmental fund types recognize bond issuance costs during the current period. The face amount of debt is reported as other financing sources, and bond discount is recorded as another financing use. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as other services in expenditures.

Net position

The government-wide statement of net position presents financial information on all of the City's assets, liabilities, and deferred inflows/outflows of resources, with the difference reported as net position. Net position invested in capital assets, net of related debt, consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvements of those assets, and adding back any unspent proceeds. Net position is reported as restricted when there are limitations imposed on their use either through enabling creditors, grantors, or laws or regulations of other governments.

Fund balance policies

The City provides fund balance categories to report the nature and extent of the constraints placed on the government's fund balances. The following classifications describe the relative strength of the spending constraints placed on the purposes for which resources can be used:

- *Nonspendable fund balance* – amounts that are not in spendable form, such as inventories and prepaid items, or are legally or contractually required to remain intact.
- *Restricted fund balance* – amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government) through constitutional provisions, or by enabling legislation.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO THE FINANCIAL STATEMENTS

PAGE TEN

YEAR ENDED SEPTEMBER 30, 2017

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

- *Committed fund balance* – amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the City Council, the government's highest level of decision-making authority.
- *Assigned fund balance* – amounts a government intends to use for a specific purpose; intent can be expressed by the governing body or official to which the governing body has delegated the authority to assign amounts to be used for specific purposes.
- *Unassigned fund balance* – residual amounts that are available for any purpose; positive amounts are reported only in the general fund.

The City Council, the City's highest level of decision-making authority, establishes, modifies, or rescinds fund balance commitments by passage of resolutions that also establish the City's spending policy, which prescribes that restricted fund balance amounts are to be spent first, followed by committed, assigned, and lastly, unassigned fund balances.

The City does not have a formal minimum fund balance policy but transfers resources among funds as necessary to address any deficiencies at the fund level.

F. Budgets and Budgetary Accounting

The City's procedures for establishing its budget and for reporting budgetary data reflected in the financial statements are as follows:

1. In August, the City's Chief Financial Officer submits to the City Council a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them.
2. Prior to September 15, the budget is legally enacted through the passage of an ordinance by the City Council. The budget may be subsequently amended by action of the City Council.
3. The City's Chief Financial Officer is authorized to transfer budgeted amounts within departments within the published expenditure categories; however, any revisions that alter the total expenditures of any fund must be approved by the City Council.
4. All funds, with the exception of Agency Funds, are budgeted, including the General Fund, Special Revenue Funds, Debt Service Funds, Capital Projects Funds, and Proprietary Funds. These budgets are prepared on a cash basis, modified for encumbrances for goods and services which have been received.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO THE FINANCIAL STATEMENTS

PAGE ELEVEN

YEAR ENDED SEPTEMBER 30, 2017

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Each fund's appropriated budget is prepared on a detailed line item basis. Revenues are budgeted by source. Pursuant to the Mississippi State Department of Audit's prescribed format, expenditures are budgeted by department and class as follows: personal services, supplies, other services and charges, capital outlays, transfers, and debt service. This constitutes the legal level of control. Expenditures may not exceed appropriations at this level. All budget revisions at this level are subject to final approval of the City Council. Cumulative increases to departmental expenditures in excess of 10% must also be published in the local newspaper.

Encumbrances arise from the issuance of purchase orders, which must be within the adopted budgetary limits. Encumbrances are recorded when purchase orders are issued but are not considered expenditures until liabilities for payments are incurred upon receipt of goods or services. Encumbrances do not lapse at the close of the fiscal year but are carried forward. If necessary, subsequent year budgets are amended to cover prior year encumbrances.

G. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions. This affects the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from these estimates. Significant estimates which could change in the near-term include collectible portions of receivables from property taxes levied but not yet due, the allowance for doubtful Water and Sewer customer accounts receivable, the net collectible amounts of Municipal Court fines receivable, claims liabilities for the employee health insurance plan, useful lives of capital assets, and liabilities for pension and other post-employment benefits. In addition, long-term and current portions of compensated absences are based on estimates and assumptions relating to when earned compensated absences will be paid. Actual results may differ from those estimates.

H. Changes in Accounting Standards

The City implemented the following standards issued by the Governmental Accounting Standards Board (GASB) in the current fiscal year as required: GASB Statement No. 77, *Tax Abatement Disclosures* and GASB Statement No. 82, *Pension Issues – an amendment of GASB Statements No. 67, No. 68, and No. 73*. The provisions of these standards have been incorporated into the financial statements and notes.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

PAGE TWELVE

YEAR ENDED SEPTEMBER 30, 2017

NOTE 2 - PRIOR PERIOD ADJUSTMENTS

A summary of prior period adjustments reflected on the City's financial statements is presented below:

<u>Explanation</u>	<u>Amount</u>
Exhibit B (Governmental Activities)	
<i>Correction of Error:</i>	
To adjust compensated absences balance	<u>\$ (1,306,603)</u>
Exhibit B (Business-Type Activities) and Exhibit F	
<i>Correction of Error:</i>	
To adjust other liabilities balance from prior years	\$ 265,691
To adjust compensated absences balance	<u>(108,431)</u>
	<u>\$ 157,260</u>

NOTE 3 - DEPOSITS

Deposits - The collateral for public entities' deposits in financial institutions is held in the name of the State Treasurer under a program established by the Mississippi State Legislature and is governed by Section 27-105-5, Miss. Code Ann. (1972). Under this program, the entity's funds are protected through a collateral pool administered by the State Treasurer. Financial institutions holding deposits of public funds must pledge securities as collateral against those deposits. In the event of failure of a financial institution, securities pledged by that institution would be liquidated by the State Treasurer to replace the public deposits not covered by the Federal Depositary Insurance Corporation (FDIC).

The carrying amount of the City's deposits with financial institutions reported in the government-wide statements was \$26,891,601 (exclusive of cash with fiscal agents disclosed below). The bank balance was \$27,439,541. The City's long standing, although not formally adopted, investment policy is based upon all bank accounts being fully collateralized (using the procedures described above) and interest-bearing with rates updated on a quarterly basis and benchmarked using verifiable appropriate federal funds rates. Interest is calculated using average balances and recorded monthly.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

PAGE THIRTEEN

YEAR ENDED SEPTEMBER 30, 2017

NOTE 3 - DEPOSITS (Cont.)

Custodial credit risk - deposits - Custodial credit risk is defined as the risk that, in the event of a financial institutions failure, the government's deposits may not be returned to it. The City does not have a deposit policy for custodial credit risk. As of September 30, 2017, the City's bank balance was not exposed to custodial credit risk because deposits are covered by the State Treasurer collateral pool.

Cash with fiscal agents - The carrying amount of the City's cash with fiscal agents held by financial institutions was \$27,704,679.

Interest rate risk - The City does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

NOTE 4 - NOTES RECEIVABLE

In 2010, the City Council authorized a purchase of property located at 510 West Pine Street for the Sacred Heart Catholic Parish. Pursuant to the terms of this agreement, the City financed the purchase price of \$2,500,000 through the issuance of the City's General Obligation Pool Loan Refunding Bonds, Series 2010, to be repaid over 20 years with the final bonds maturing July 1, 2030. The Diocese of Biloxi executed a \$2,500,000 promissory note requiring annual payments not to exceed \$219,000 at an interest rate not to exceed 5.5% to coincide with the scheduled principal, interest and servicing fees attributable to the City's Series 2010 bonds. At September 30, 2017, the balance of this note receivable was \$1,915,000.

In 2012, the City Council authorized a loan agreement and promissory note for \$2,000,000 to be repaid over 20 years, at a rate of 2% in monthly installments of \$10,118, commencing February 1, 2013 and continuing until February 1, 2033. This arrangement was executed pursuant to Katrina Supplemental CDBG Program grant agreements that resulted in loan funding for site acquisition for two historic downtown buildings, with monthly repayments required from the City to the Mississippi Development Authority (MDA). Under the terms of the loan agreement, HCL Leverage Lender, LLC will remit the above-noted monthly payments to the City, and after the receipt of these payments, the City will in turn remit the resulting payments to MDA. At September 30, 2017, the balance of this note receivable was \$1,594,683.

CITY OF HATTIESBURG, MISSISSIPPI

**NOTES TO FINANCIAL STATEMENTS
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YEAR ENDED SEPTEMBER 30, 2017**

NOTE 5 - CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2017, was as follows:

	Primary Government		
	Beginning Balance	Additions	Ending Balance
Governmental Activities:			
Capital assets not being depreciated:			
Land	\$ 29,854,169	\$ 80,000	\$ 29,934,169
Construction in progress	11,207,129	6,915,512	1,620,996
Total capital assets not being depreciated	<u>41,061,298</u>	<u>6,995,512</u>	<u>31,555,165</u>
Capital assets being depreciated:			
Buildings and improvements	48,667,616	13,523,857	62,191,473
Machinery and equipment	35,335,377	726,846	35,960,249
Infrastructure	147,870,899	2,977,788	150,848,687
Total capital assets being depreciated	<u>231,873,892</u>	<u>17,228,491</u>	<u>249,000,409</u>
Less accumulated depreciation for:			
Buildings and improvements	25,267,199	1,776,366	27,043,565
Machinery and equipment	28,675,395	1,908,174	30,484,690
Infrastructure	82,218,098	4,533,749	86,751,847
Total accumulated depreciated	<u>136,160,692</u>	<u>8,218,289</u>	<u>144,280,102</u>
Total capital assets being depreciated, net	<u>95,713,200</u>	<u>9,010,202</u>	<u>104,720,307</u>
Governmental activities capital assets, net	<u>\$ 136,774,498</u>	<u>\$ 16,005,714</u>	<u>\$ (16,504,740)</u>
			<u>\$ 136,275,472</u>

CITY OF HATTIESBURG, MISSISSIPPI

**NOTES TO FINANCIAL STATEMENTS
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YEAR ENDED SEPTEMBER 30, 2017**

NOTE 5 - CAPITAL ASSETS (Cont.)

	Primary Government		
	Beginning Balance	Additions	Ending Balance
Business-type Activities:			
Capital assets not being depreciated:			
Land	\$ 315,243	\$ 6,000	\$ -
Construction in progress	5,262,259	5,232,124	(8,642,520)
Total capital assets not being depreciated	5,577,502	5,238,124	(8,642,520)
Capital assets being depreciated:			
Buildings and improvements	321,108	156,963	-
Machinery and equipment	9,023,210	42,200	-
Infrastructure	122,743,366	8,489,427	-
Total capital assets being depreciated	132,087,684	8,688,590	-
Less accumulated depreciation for:			
Buildings and improvements	298,325	2,260	-
Machinery and equipment	8,304,845	216,396	-
Infrastructure	27,271,604	3,447,452	-
Total accumulated depreciation	35,874,774	3,666,108	-
Total capital assets being depreciated, net	96,212,910	5,022,482	-
Business-type activities capital assets, net	\$ 101,790,412	\$ 10,260,606	\$ (8,642,520)

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2017

NOTE 5 - CAPITAL ASSETS (Cont.)

Depreciation expense was charged to the functions/programs of the governmental activities of the City as follows:

Governmental Activities:

General government	\$ 235,748
Public safety	933,047
Public works – which includes the depreciation of infrastructure assets	5,323,388
Health and welfare	23,408
Other services	469,890
Culture and recreation	564,576
Mass transit	668,232

Total depreciation expense - governmental activities	\$ 8,218,289
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NOTE 6 - INTERFUND RECEIVABLES, PAYABLES, AND TRANSFERS

Balances due to/from various City funds at September 30, 2017, consist of the following:

<u>Receivable Fund</u>	<u>Payable Fund</u>	<u>Amount</u>
General fund	Nonmajor governmental funds	\$ 567,199
General fund	Combined water and sewer system	243,287
Nonmajor governmental funds	Combined water and sewer system	8,500
Nonmajor governmental funds	General fund	91,759
Nonmajor governmental funds	Nonmajor governmental funds	10,128
Combined water and sewer system	General fund	152,764
Total		\$ 1,073,637

The outstanding balances between funds result mainly from the time lag between the dates that goods and services are provided or reimbursable expenditures occur and satisfaction of those amounts. These balances are expected to be collected within one year.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2017

NOTE 6 - INTERFUND RECEIVABLES, PAYABLES, AND TRANSFERS (Cont.)

Advances to/from other funds for governmental funds at September 30, 2017, consist of the following:

<u>Receivable Fund</u>	<u>Payable Fund</u>	<u>Amount</u>
General fund	Nonmajor governmental fund	<u>\$ 300,000</u>

The amount payable to the General Fund is attributable to working capital loans made to the Community Development Block Grant Fund. None of the balance shown is scheduled to be collected in the subsequent year.

The composition of interfund transfers for the year ended September 30, 2017, is as follows:

<u>Transfers out:</u>	<u>Transfers In:</u>		
	<u>General Fund</u>	<u>Nonmajor Governmental Funds</u>	<u>Total</u>
General fund	\$ -	\$ 3,460,000	\$ 3,460,000
Nonmajor governmental funds	94,391	211,591	305,982
Combined water and sewer system	<u>306,908</u>	<u>-</u>	<u>306,908</u>
Total	<u>\$ 401,299</u>	<u>\$ 3,671,591</u>	<u>\$ 4,072,890</u>

Interfund transfers are authorized components of the budget and are typically used to (1) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them, (2) move receipts restricted to debt service from the fund collecting the receipts to the debt service fund as debt service payments become due, and (3) use unrestricted revenues collected in the general fund to finance various programs accounted for in other funds in accordance with budgetary authorizations.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2017

NOTE 7 - AD VALOREM TAXES LEVIED FOR OTHER GOVERNMENTAL ENTITIES

Section 35-57-1 et seq., Mississippi Code 1972, requires that the City levy and collect all taxes for and on behalf of the municipal separate school district. Section 39-3-7, Mississippi Code 1972, authorizes the City to levy and collect a tax not in excess of three mills for the support of any public library system located within the municipality.

For the reported fiscal year, the following ad valorem tax levies were made in accordance with the applicable statutory requirements and authorizations:

<u>Entity/Purpose of Levy</u>	<u>Applicable State Law</u>	<u>Mills Levied</u>
School District:		
Operational Support	37-57-105	57.69
School Bonded Indebtedness	37-59-23	7.37
Library (support, upkeep and maintenance of Hattiesburg Public Library System)	39-3-7	1.95

NOTE 8 - CLAIMS AND JUDGMENTS

The City provides employee health and accident coverage through a self-insurance program that utilizes a plan administrator as its claims-servicing organization, with the City retaining the risk of loss on all claims to which the City is exposed. Premium payments into the plan are established as a part of the City's budgetary process and upon consideration of actuarial recommendations are provided by the plan administrator. The City has opted to set premium rates for individual and family coverage at somewhat lower levels than those recommended. Therefore, additional costs not expected to be covered by premiums are separately budgeted in individual funds in which related payroll costs are incurred. When necessary based upon the claims paid during the fiscal year, the City makes supplemental transfers from payroll budgets of various funds into separate self-insurance fund accounts, which are included in the general fund for financial reporting purposes for fiscal year 2017.

To limit its exposure to risk under this self-insured program, the City maintains reinsurance which provides two separate stop loss coverages: specific and aggregate. These coverages are provided by an outside commercial carrier. For fiscal year 2017, the specific coverage begins when an individual participant's claim exceeds \$100,000, with unlimited maximum benefit per covered person. The aggregate policy covers all submitted claims in excess of the minimum aggregate deductible, which is the greater of \$4,226,552 or 95% of the annualized first monthly aggregate deductible. Maximum covered expenses of \$100,000 per covered person accumulate toward the unlimited maximum aggregate benefit.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

PAGE NINETEEN

YEAR ENDED SEPTEMBER 30, 2017

NOTE 8 - CLAIMS AND JUDGMENTS (Cont.)

Claims expenses and liabilities are reported when it is probable that a loss has occurred and the amount of that loss can be reasonably estimated. Liabilities include an amount for claims that have been incurred but not reported (IBNRs). The following table provides changes in the balances of claims liabilities for fiscal year 2017:

Unpaid claims, beginning of fiscal year	\$ 338,721
Plus: Incurred claims (including IBNRs)	4,579,322
Less: Claims payments	<u>(4,573,286)</u>
Unpaid claims, end of fiscal year	<u><u>\$ 344,757</u></u>

Cash on deposit in the Group Insurance Fund at September 30, 2017 was \$235,190. Based on the above projection of net unpaid claims in excess of cash on deposit, interfund receivables were established from the respective operating funds at September 30, 2017.

NOTE 9 - LEASE OBLIGATIONS

The City has entered into various lease agreements as lessee for financing equipment purchases and for a major energy improvement project for various City facilities. The assets under capital lease have useful lives ranging from 7 to 10 years for machinery and equipment and from 10 to 15 years for buildings and improvements and are being depreciated based on those useful lives.

For fiscal year 2017, the assets recorded under capital leases and included in capital assets in the accompanying statement of net position are as follows:

Governmental Activities:

Machinery and equipment	\$ 3,856,259
Buildings and improvements	<u>7,726,727</u>
Less accumulated depreciation	<u>(1,953,597)</u>
Net book value	<u><u>\$ 9,629,389</u></u>
Current year depreciation expense	<u><u>\$ 556,666</u></u>

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2017

NOTE 9 - LEASE OBLIGATIONS (Cont.)

These leases qualify as capital leases for accounting purposes and therefore, have been recorded at the present value of future minimum lease payments as of the inception date. The future minimum lease obligations and the net present value of minimum lease payments as of September 30, 2017 are as follows:

<u>Year Ending September 30,</u>	<u>Governmental Activities</u>
2018	\$ 1,360,098
2019	980,957
2020	732,406
2021	568,822
2022	585,887
2023-2027	3,107,476
2028-2032	3,447,342
Total minimum lease payments	10,782,988
Less: amount representing interest	(1,729,400)
Present value of minimum lease payments	\$ 9,053,588

NOTE 10 - LONG-TERM LIABILITIES

General Obligation Bonds and Notes

The City issues general obligation bonds and notes to provide funds for the acquisition and construction of major capital facilities. General obligation bonds and notes are direct obligations and pledge the full faith and credit of the City and have been issued for both governmental and business-type activities. Notes are generally issued with a five-year maturity. The City has no special assessment bonds or anticipation notes at September 30, 2017. Bonds are generally issued as serial bonds with essentially level principal and interest payments maturing each year with maturities that range from 5 to 20 years. General obligation notes and bonds outstanding at September 30, 2017 are as follows:

(See Table on Next Page)

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2017

NOTE 10 - LONG-TERM LIABILITIES (Cont.)

General Obligation Bonds

Governmental Activities:	Sale Date	Original Borrowing	Interest Rates to Maturity	Final Maturity	Outstanding 9/30/17
Public Improvements	2007	\$ 6,025,000	4.00%	2018	\$ 710,000
Public Improvements	2010	2,560,000	6.00%	2030	1,915,000
Public Improvements	2015	5,400,000	3.50 - 5.00%	2022	4,540,000
Total					\$ 7,165,000

Business-type Activities:

Public Improvements	2010	\$ 7,500,000	2.75 - 3.80%	2030	\$ 2,680,000
Public Improvements	2015	4,605,000	2.00 - 3.00%	2024	3,990,000
Public Improvements	2016	7,125,000	1.60%	2021	5,741,000
Total					\$ 12,411,000

Economic Development Limited Obligation Bonds and Notes

The City also has issued limited obligation debt for economic development purposes that is repaid from revenues pledged under the terms of the respective contractual agreements made pursuant to the authorization for these projects by the governing authorities. Thus, future revenues are pledged in the amount of future debt service requirements. These limited obligation bonds and notes are generally issued with essentially level annual principal and interest payments with maturities that range from 10 to 20 years. Limited obligation bonds and notes outstanding at September 30, 2017 are as follows:

Economic Development Limited Obligation Bonds and Notes

Governmental Activities:	Sale Date	Original Borrowing	Interest Rates to Maturity	Final Maturity	Outstanding 9/30/17
MDB Limited Obligation Bonds (Church)	2009	\$ 2,937,000	2.90 - 6.00%*	2030	\$ 225,352
Hub City Lofts	2012	2,000,000	2.00%	2033	1,602,130
Total					\$ 1,827,482

*Variable rate for MDB debt is adjusted weekly using the SIFMA Muni-Index plus 1.2%.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2017

NOTE 10 - LONG-TERM LIABILITIES (Cont.)

Limited Obligation Tax Increment Financing Bonds

Tax increment financing (TIF) bonds are issued by the City to provide funds for the acquisition and construction of infrastructure and related improvements in conjunction with commercial development projects. Bonds are generally issued as serial bonds with essentially level principal and interest payments with maturities that range from 10 to 20 years. These bonds are secured by the payment of the incremental increase in City property taxes from each project's TIF taxing district as authorized under the TIF plan document approved by the governing authorities. These bonds may also be secured by county participation as authorized by executed interlocal agreements pledging incremental increase in county property taxes in the TIF taxing district. Limited obligation TIF bonds outstanding at September 30, 2017 are as follows:

Limited Obligation TIF Bonds

Governmental Activities:	Sale Date	Original Borrowing	Interest Rates to Maturity	Final Maturity	Outstanding 9/30/17
Chauvet Square	2003	\$ 1,100,000	4.50 - 5.35%	2023	\$ 480,000
Chauvet Square	2007	1,400,000	4.50%	2027	1,030,000
Turtle Crossing	2007	4,100,000	4.35%	2021	1,470,000
Lincoln Center	2008	610,000	4.00%	2023	290,000
Turtle Creek Crossing	2011	400,000	5.68%	2025	220,000
Kohls	2012	715,000	5.00%	2021	320,000
Southern Pointe	2014	2,600,000	4.85%	2029	2,215,000
Hattiesburg Clinic - Midtown Project	2015	845,000	4.00%	2031	803,000
Ridge at Turtle Creek	2015	1,225,000	5.50%	2031	1,165,000
Midtown Market	2015	210,000	5.50%	2031	200,000
Whispering Pines	2016	3,021,000	4.00 - 4.75%	2031	2,868,000
Total					<u><u>\$ 11,061,000</u></u>

Certificates of Participation

In accordance with Section 31-8-1, et seq. Miss. Code Ann. (1972), the City issued Certificates of Participation and transferred the proceeds to the Southern Mississippi Investment Company, Inc. (Corporation). The funds were used to construct a City Public Safety Complex, including renovations of an existing building to be used as a multi-purpose building and a Parks and Recreation administration building.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2017

NOTE 10 - LONG-TERM LIABILITIES (Cont.)

At completion, the Corporation entered into a 20 year agreement with the City, with the City being obligated to make payments to the Corporation equal to the principal and interest payments on the debt. When the debt is paid, the City will assume ownership of the facilities. The obligation is not a general obligation and does not constitute a pledge of full faith and credit of the City. There is an unamortized premium of \$263,142 which is not included in the principal in the following schedule:

Certificates of Participation

<u>Governmental Activities:</u>	<u>Sale Date</u>	<u>Original Borrowing</u>	<u>Interest Rates to Maturity</u>	<u>Final Maturity</u>	<u>Outstanding 9/30/17</u>
Certificates of Participation	2016	\$ 5,300,000	3.00 - 5.00%	2035	<u>\$ 5,300,000</u>

Business-type Activities (Water and Sewer) Revenue Bonds

In addition to water and sewer general obligation bonds, the City also issues water and sewer revenue bonds to provide funds for the acquisition and construction of water and sewer system infrastructure and related improvements and system rehabilitation. These bonds are secured by water and sewer operating revenues and are subject to the requirements of the respective revenue bond documents. These bond documents include important parity debt requirements with the issuance of each new series of revenue bonds and require annual net revenue tests to be performed in accordance with the prescribed calculations.

Bonds are generally issued as serial bonds with essentially level principal and interest payments maturing each year with maturities that range from 15 to 25 years. Revenue bonds outstanding at September 30, 2017 are as follows:

Revenue Bonds

<u>Business-type Activities:</u>	<u>Sale Date</u>	<u>Original Borrowing</u>	<u>Interest Rates to Maturity</u>	<u>Final Maturity</u>	<u>Outstanding 9/30/17</u>
W&S Revenue Project, Series 2012	2012	\$ 12,500,000	2.50 - 5.00%	2032	\$ 10,095,000
W&S Refunding Bonds, Series 2014	2014	28,000,000	3.00 - 5.00%	2039	27,850,000
W&S Refunding Bonds, Series 2016	2016	25,000,000	3.03%	2026	<u>22,830,000</u>
Total					<u><u>\$ 60,775,000</u></u>

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2017

NOTE 10 - LONG-TERM LIABILITIES (Cont.)

Business-type Activities (Water and Sewer) State Revolving Loan Fund (SRF) Notes

In addition to water and sewer revenue bonds, the City has utilized financing available under the State of Mississippi Revolving Loan Fund (SRF) program to provide funds for qualified sewer projects. Monthly principal and interest payments for the repayment of these notes is deducted from the City's monthly sales tax diversion payments from the Mississippi Department of Revenue, with monthly reimbursements to the City's general fund being made from monthly operating sewer system revenues as authorized by the City's budget document. The SRF notes outstanding at September 30, 2017 are as follows:

State Revolving Loan Funds

<u>Business-type Activities:</u>	<u>Sale Date</u>	<u>Original Borrowing</u>	<u>Interest Rates to Maturity</u>	<u>Final Maturity</u>	<u>Outstanding 9/30/2017</u>
SRF #3	1999	\$ 1,293,195	4.50%	2019	<u>\$ 120,683</u>

Compensated Absences

Vested or accumulated vacation leave, holiday leave, and accrued overtime that is expected to be liquidated with expendable available financial resources is reported as an expenditure and a fund liability of the governmental fund that will pay it. Amounts of vested or accumulated vacation leave, holiday leave, and accrued overtime that are not expected to be liquidated with expendable available financial resources are reported as noncurrent liabilities. In accordance with the provisions of ASC 710-10-20, *Compensation*, no liability is recorded for nonvesting accumulating rights to receive sick pay benefits. Compensated absences at September 30, 2017 are as follows:

	<u>Governmental Activities</u>	<u>Business-Type Activities</u>	<u>Primary Government</u>
Accrued vacation pay	\$ 1,280,950	\$ 96,403	\$ 1,377,353
Accrued overtime pay	13,905	654	14,559
Accrued holiday pay	<u>67,716</u>	<u>-</u>	<u>67,716</u>
Total	<u>\$ 1,362,571</u>	<u>\$ 97,057</u>	<u>\$ 1,459,628</u>

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS
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YEAR ENDED SEPTEMBER 30, 2017

NOTE 10 - LONG-TERM LIABILITIES (Cont.)

Changes in Long-Term Liabilities

Changes in the City's long-term liabilities for the year ended September 30, 2017 are as follows:

<i>Governmental Activities:</i>	Balance September 30, 2016	Additions	Reductions	Adjustments	Balance September 30, 2017	Due Within One Year
Bonds and notes payable						
General obligation bonds and notes	\$ 8,810,000	\$ -	\$ (1,645,000)	\$ -	\$ 7,165,000	\$ 1,700,000
Limited obligation TIF bonds	12,041,000	-	(980,000)	-	11,061,000	1,022,000
Certificates of participation	5,300,000	-	-	-	5,300,000	175,000
Economic development limited obligation bonds and notes	2,227,454	-	(399,972)	-	1,827,482	119,354
Unamortized premium on bonds	217,533	-	(43,507)	-	174,026	43,507
Unamortized premium on certificates of participation	263,142	-	(13,157)	-	249,985	13,158
Total bonds and notes payable	28,859,129	-	(3,081,636)	-	25,777,493	3,073,019
Capital leases	9,800,255	-	(833,722)	87,055	9,053,588	1,149,592
Compensated absences	471,136	-	(415,168)	1,306,603	1,362,571	204,386
<i>Governmental activities long-term liabilities</i>	\$ 39,130,520	\$ -	\$ (4,330,526)	\$ 1,393,658	\$ 36,193,652	\$ 4,426,997
<i>Business-type Activities:</i>	Balance September 30, 2016	Additions	Reductions	Adjustments	Balance September 30, 2017	Due Within One Year
Bonds and notes payable						
General obligation bonds and notes	\$ 14,480,000	\$ -	\$ (2,069,000)	\$ -	\$ 12,411,000	\$ 2,111,000
Revenue bonds	63,510,000	-	(2,735,000)	-	60,775,000	2,830,000
State revolving loan funds	294,454	-	(173,771)	-	120,683	96,001
Unamortized premium on bonds	437,801	-	(45,384)	-	392,417	45,384
Total bonds and notes payable	78,722,255	-	(5,023,155)	-	73,699,100	5,082,385
Compensated absences	28,635	-	(40,009)	108,431	97,057	14,559
<i>Business-type activities long-term liabilities</i>	\$ 78,750,890	\$ -	\$ (5,063,164)	\$ 108,431	\$ 73,796,157	\$ 5,096,944

Note: Adjustments represent corrections to the capital lease obligation and to the compensated absences balances.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2017

NOTE 10 - LONG-TERM LIABILITIES (Cont.)

The debt service requirements for the City's bonds and notes are as follows:

Governmental Activities:

Year Ending September 30,	G.O. Bonds and Notes		Limited Obligation TIF Bonds	
	Principal	Interest	Principal	Interest
2018	\$ 1,700,000	\$ 223,350	\$ 1,022,000	\$ 508,003
2019	1,020,000	186,475	1,068,000	461,023
2020	1,050,000	163,075	1,116,000	411,880
2021	1,085,000	134,075	1,157,000	360,700
2022	975,000	99,875	706,000	307,452
2023-2027	590,000	313,307	3,755,000	1,033,112
2028-2032	745,000	70,500	2,237,000	229,081
Total	\$ 7,165,000	\$ 1,190,657	\$ 11,061,000	\$ 3,311,251

Year Ending September 30,	Economic Development Limited Obligation Bonds and Notes		Certificates of Participation	
	Principal	Interest	Principal	Interest
2018	\$ 119,354	\$ 34,017	\$ 175,000	\$ 228,025
2019	113,730	31,899	185,000	219,025
2020	115,590	29,774	190,000	209,650
2021	117,488	27,637	200,000	199,900
2022	119,424	25,486	205,000	191,825
2023-2027	627,562	94,445	1,195,000	854,375
2028-2032	584,079	33,272	1,555,000	558,037
2033-2036	30,255	101	1,595,000	146,588
Total	\$ 1,827,482	\$ 276,631	\$ 5,300,000	\$ 2,607,425

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CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2017

NOTE 10 - LONG-TERM LIABILITIES (Cont.)

Year Ending September 30,	Total Governmental Activities	
	Principal	Interest
2018	\$ 3,016,354	\$ 993,395
2019	2,386,730	898,422
2020	2,471,590	814,379
2021	2,559,488	722,312
2022	2,005,424	624,638
2023-2027	6,167,562	2,295,239
2028-2032	5,121,079	890,890
2033-2036	1,625,255	146,689
Total	\$ 25,353,482	\$ 7,385,964

Business-type Activities:

Year Ending September 30,	G.O. Bonds and Notes		State Revolving Loan Funds	
	Principal	Interest	Principal	Interest
2018	\$ 2,111,000	\$ 264,555	\$ 96,001	\$ 3,467
2019	2,159,000	225,154	24,682	185
2020	2,206,000	184,665	-	-
2021	2,260,000	145,109	-	-
2022	815,000	101,359	-	-
2023-2027	2,095,000	247,370	-	-
2028-2030	765,000	49,813	-	-
Total	\$ 12,411,000	\$ 1,218,025	\$ 120,683	\$ 3,652

(Table Continued on Next Page)

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2017

NOTE 10 - LONG-TERM LIABILITIES (Cont.)

Year Ending September 30,	Revenue Bonds		Total Business-type Activities	
	Principal	Interest	Principal	Interest
2018	\$ 2,830,000	\$ 2,211,892	\$ 5,037,001	\$ 2,479,914
2019	3,010,000	2,124,593	5,193,682	2,349,932
2020	3,155,000	2,032,550	5,361,000	2,217,215
2021	3,240,000	1,936,961	5,500,000	2,082,070
2022	3,535,000	1,836,225	4,350,000	1,937,584
2023-2027	20,025,000	7,134,011	22,120,000	7,381,381
2028-2032	11,230,000	4,385,531	11,995,000	4,435,344
2033-2037	9,350,000	2,197,838	9,350,000	2,197,838
2038-2039	4,400,000	212,819	4,400,000	212,819
Total	\$ 60,775,000	\$ 24,072,420	\$ 73,306,683	\$ 25,294,097

During the year ended September 30, 2017, interest expense paid for governmental activities and business-type activities totaled \$1,119,296 and \$2,389,665, respectively.

NOTE 11 - SCHEDULE OF STATUTORY DEBT LIMITATIONS

The City is subject to the limitations of indebtedness prescribed by Section 21-33-303, Mississippi Code 1972. No municipality may issue bonds secured by a pledge of its full faith and credit in an amount which, when added to the then outstanding bond indebtedness of such municipality, would exceed the 15% and 20% tests prescribed in Section 21-33-303. These percentages are applied to the assessed value of the taxable property within such municipality, with certain types of bond issues being excluded from the authorized debt limit tests. Presented in the schedule below are the calculations of the applicable statutory debt limitations as of September 30, 2017:

(See Table on Next Page)

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2017

NOTE 11 - SCHEDULE OF STATUTORY DEBT LIMITATIONS (Cont.)

		<u>15% Test</u>	<u>20% Test</u>
Assessed value as of September 30, 2017			
(\$457,006,290) times applicable percentage	[a]	\$ 68,550,944	\$ 91,401,258
Present debt subject to debt limits as of			
September 30, 2017:			
Total bonds and notes other than water and sewer		20,053,482	20,053,482
Less: Bonds exempt from debt limitation calculations		(12,888,482)	(12,888,482)
Add: Water & sewer debt other than revenue bonds		N/A	12,411,000
General obligation debt subject to applicable tests	[b]	<u>7,165,000</u>	<u>19,576,000</u>
Margin for additional debt [a] minus [b]		<u>\$ 61,385,944</u>	<u>\$ 71,825,258</u>

NOTE 12 - TAX ABATEMENTS

GASB Statement No. 77, *Tax Abatement Disclosures*, defines a tax abatement as a reduction in tax revenues that results from an agreement between one or more governments and an individual or entity in which (a) one or more governments promise to forgo tax revenues to which they would otherwise be entitled and (b) the individual or entity promises to take a specific action after the agreement has been entered into that contributes to economic development or otherwise benefits the government or citizens of those governments.

The City negotiates property tax abatements on an individual basis. All abatements are for 5 and/or 10 years and are for economic development purposes. The City had three types of abatements, one of which provides for the abatement of school or state tax levies, as follows:

Section 27-31-101 and 27-31-105, Miss. Code (Ann.) 1972 – All allowable tax levies
There are twenty-four companies that have tax abatements under this statute.

Section 17-21-5, Miss. Code (Ann.) 1972 – Historic district exemptions
There are seven companies that had tax abatements under this statute.

Section 27-31-104, Miss. Code (Ann.) 1972 – Payment-in-lieu of taxes
There is one company that had tax abatements under this statute.

(See Table on Next Page)

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2017

NOTE 12 - TAX ABATEMENTS (Cont.)

Category	Amount of Taxes Abated During the Fiscal Year	Direct Employment Impact	Indirect Employment Impact
Construction and expansion of a manufacturing facility	\$ 1,472,568	5,421 jobs	4,762 jobs
Historic district exemptions	35,402	13 jobs	5 jobs
Fee-in-lieu exemptions	296,251	-	-

The projected public investment for jobs impacted by industrial expansions is \$272 per direct job and \$145 per indirect job. The projected public investment for historic district exemptions is \$2,723 per direct job and \$1,970 per indirect job.

The economic impact information presented above was compiled by consultants contracted by the City and was prepared in conjunction with fiscal year 2017 tax abatement totals obtained from the Forrest County Tax Assessor's office. There were no tax abatement agreements for Lamar County properties in fiscal year 2017.

The companies were required to comply with certain special provisions, and did so in order to receive the abatements, and the City made no commitments as part of the agreements other than to reduce taxes.

NOTE 13 - RELATED ORGANIZATION

The following related organization is excluded from the financial reporting entity because the City's accountability does not extend beyond making appointments. Audited financial statements are available from the organization.

Hattiesburg Tourism Commission - The Commission consists of seven members appointed by the Mayor and ratified by the City Council. Funding is from a special tax levied upon the gross proceeds from hotel and motel overnight room rentals. The City collects that tax and distributes it to the Tourism Commission. Amounts disbursed for the fiscal year ended September 30, 2017 totaled \$672,705. Amount due from special tax agency fund to the Tourism Commission at September 30, 2017 was \$35,102 and was included in the accompanying statement of fiduciary net position under the caption due to other funds and was distributed within thirty days.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2017

NOTE 14 - JOINT VENTURES

The City of Hattiesburg is a participant with Forrest County in a joint venture authorized by Section 57-31-1, Mississippi Code Annotated (1972), to operate the Forrest County Industrial Park Commission. The joint venture was created to develop and operate an industrial park complex for citizens of Forrest County and the City of Hattiesburg. The Commission is governed by a ten member board. The governing authorities of the City of Hattiesburg and the Forrest County Board of Supervisors each appoint five members. Each entity is obligated to provide equal funding for the ongoing financial support of the Commission. A separate financial statement of the Forrest County Industrial Park Commission can be obtained by contacting the Commission at Post Office Box 1898, Hattiesburg, Mississippi 39403.

The City of Hattiesburg is a participant with Forrest County, Jones County, and the State of Mississippi to operate the Hattiesburg/Laurel Regional Airport Authority authorized by Section 61-3-5, Mississippi Code Annotated (1972). The joint venture, governed by a five member board of commissioners, was created to maintain and develop the Authority for the City and aforementioned counties. Each governmental entity appoints one board member. A separate financial statement of the Hattiesburg/Laurel Regional Airport Authority can be obtained by contacting the Authority at 1002 Terminal Drive, Moselle, Mississippi 39459.

The City of Hattiesburg is a participant with Forrest County and the City of Petal in a joint venture authorized by Section 39-3-38, Mississippi Code Annotated (1972) to operate the Library of Hattiesburg, Petal, and Forrest County. The joint venture was created to provide free public library service to the citizens of Forrest County and the Cities of Hattiesburg and Petal. The library is governed by a fifteen member board appointed by the governments involved as follows: City of Hattiesburg - six members; Forrest County - six members; and City of Petal - three members. Each entity is obligated by contract to levy not less than 1.25 mills as authorized by Sections 39-3-35 and 39-3-37, Mississippi Code Annotated (1972), for the ongoing financial support of the library. A separate financial statement of the library can be obtained by contacting the Library at 329 Hardy Street, Hattiesburg, Mississippi 39401.

NOTE 15 - JOINTLY GOVERNED ORGANIZATIONS

The Emergency Management District provides emergency services to the City of Hattiesburg and Forrest County. The entity is controlled by an eight member council. The Council is chosen as follows by the following authorities: Mayor of Hattiesburg - one; Forrest County Board of Supervisors - one; Sheriff of Forrest County - one; AAA Ambulance - one; Hattiesburg Police Chief - one; Hattiesburg Fire Chief - one; the University of Southern Mississippi - one; and Forrest General Hospital - one. Operating funds are provided by state grants, E-911 charges and direct contributions.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2017

NOTE 16 - DEFICIT FUND BALANCES OF INDIVIDUAL FUNDS

At September 30, 2017, the City's Community Development Block Grant Fund and the Airport Improvement Fund reported deficit fund balances of \$40,913 and \$228,397, respectively, which are attributable to the cumulative effect of program expenditures in excess of grant reimbursements.

NOTE 17 - COMMITMENTS

Significant encumbrances at September 30, 2017, included \$147,124 for paving projects, \$248,410 police cars and radio equipment, \$49,950 for bus stops improvements, and \$13,286 for fire department furniture.

September 30, 2017	Amount
Airport Improvements	\$ 888,075
Infrastructure Projects	834,100
Water & Sewer Projects	703,100
Commitments for construction projects in progress, end of fiscal year	\$ 2,425,275

NOTE 18 - CONTINGENCIES

USA Yeast Facility - During fiscal year 2015, the City completed construction of a wastewater pretreatment facility, or evaporator plant for a manufacturing facility located within the City. Project costs were funded with CDBG Economic Development Grant funds and with private funds provided by the manufacturer. Under the terms of the grant agreement, the City has title to assets constructed with grant funds, and the manufacturing company owns the assets constructed with its funds. Pursuant to an agreement between the City and the company and to terms of the CDBG grant agreement, title to the equipment and components will transfer to the company upon expiration of the agreement on December 31, 2021. In conjunction with this project, the City has a ground lease for company property on which the evaporator plant is located. This lease requires payment of \$1 per year and expires December 31, 2021.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2017

NOTE 18 - CONTINGENCIES (Cont.)

Mississippi Department of Environmental Quality Consent Order - Stipulated Order Terminating Amended Consent Judgment - In August 2017, GRN, the City and MDEQ, the parties involved in the rehabilitation and improvement of the City's sewer system mandated under the Amended Agreed Order, negotiated a settlement. Pursuant to this settlement, a conditional Stipulated Order Terminating Amended Consent Judgment (the Stipulated Order) was entered on August 23, 2017. Terms of the Stipulated Order include submission of a revised permit request for the South Lagoon which incorporates certain monitoring requirements. Upon issuance of the amended permit and entry of a separate Agreed Order by the Mississippi Commission on Environmental Quality establishing a stipulated penalty of \$1,500 per day for future violations, the Amended Consent Judgment will automatically terminate. The stipulated order further requires the City to provide certain effluent and performance information to GRN for a limited time.

As a result, the litigation aspect of this matter is conditionally concluded, and the City is also conditionally no longer liable for unpaid fines, penalties or construction obligations under the Amended Consent Judgment, subject to the City complying with terms of the Stipulated Order. The Stipulated Order precludes the City from having to immediately move forward to construct a fully mechanical wastewater treatment plant at an estimated cost exceeding \$150 million, as was required by the Amended Consent Judgment. As a result of relief granted under the Stipulated Order, the City has suspended certain project elements that were in development and design stages in prior years. The City expects that it will continue its efforts to improve the performance of the existing lagoon treatment system and also expects that modifications to the system may be recommended, potentially requiring additional capital outlays. However, the cost of any such improvements and modifications is not determinable at this time.

Litigation - The City is party to various legal proceedings which normally occur in governmental operations. While the City cannot predict the results of any litigation, legal counsel for the City of Hattiesburg believes that it has meritorious defenses for those actions, proceedings and claims, or they are without merit or are of such kind, or involve such amounts, that unfavorable dispositions not covered by insurance resulting from such litigation would not materially affect the financial statements of the City of Hattiesburg, Mississippi. The City includes anticipated attorney fees for ongoing matters in its annual budget for the year in which such fees are incurred.

Federal Grants - In the normal course of operations, the City receives grant funds from various Federal and State agencies. The grant programs are subject to audit by agents of the granting authority, the purpose of which is to ensure compliance with conditions precedent to the granting of funds. Any liability for reimbursement which may arise as the result of these audits is not believed to be material.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2017

NOTE 18 - CONTINGENCIES (Cont.)

Group Insurance Programs - The City obtains its workers' compensation, general and automobile liability insurance through certain group insurance programs of the Mississippi Municipal Service Company. Under these programs and pursuant to State of Mississippi regulations, participants are jointly and severally liable for claims incurred; however, the City has experienced no loss under such provisions and cannot reasonably estimate the amount or possibility of losses under these programs.

Self-Funded Health Insurance Program - The City provides health insurance to its employees under a self-insured program, as previously described. The City obtains reinsurance to protect against significant loss; however, under the terms of such reinsurance policies, the City is ultimately responsible for covered claims. While the City estimates and recognizes expected claims liabilities related to this program, the amount or possibility of any additional loss cannot be reasonably estimated.

NOTE 19 - OTHER POSTEMPLOYMENT BENEFITS

The City allows eligible retirees to obtain health insurance by participating in its self-funded health insurance plan provided to employees and certain eligible dependents. Retirees are eligible for these benefits upon attaining age 60 with 8 years of service or any age with 25 years of service for medical benefits. Since retirees may obtain health insurance by participating in a group with active employees and consequently receive a health insurance premium rate differential, such postemployment healthcare benefits are reportable by the City under GASB Statement 45 as a single employer defined benefit health care plan. This type of plan is considered an "other postemployment benefit plan", or "OPEB".

Plan Description - The City provides health insurance coverage to participating eligible retirees through its single employer defined benefit healthcare plan, which is a self-funded plan administered by United Healthcare. The plan also provides health benefits to employees and their eligible dependents. The portion of the plan attributable to retirees represents other postemployment benefits for financial reporting purposes. Although the City expects to continue the plan indefinitely, it has the right to discontinue, alter, or modify the plan in whole or in part at any time and for any reason, at its sole determination. The Plan does not issue a stand-alone financial report. Instead, accounts of the Plan are included in the financial statements of the City. The City Council must approve any changes to the Plan provisions.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2017

NOTE 19 - OTHER POSTEMPLOYMENT BENEFITS (Cont.)

Funding Policy - Benefits of the plan are self-insured by the City. The City maintains an account for the purpose of paying claims and administrative costs of its self-funded health insurance plan. The account requires that a minimum balance be maintained, and the City deposits additional funds for claims incurred and anticipated payments on a pay-as-you-go basis. Balances in the account belong to the City. Amounts contributed to this account are earmarked for plan expenses but may be revoked at the City's discretion. Therefore, balances are reported in assets of the general fund, and employer contributions are not recognized until payment of claims by the administrator to retirees or their beneficiaries.

Participating retirees make monthly contributions through premium payments based on coverage type. Monthly retiree contributions for single and family coverage for the fiscal year ended September 30, 2017 totaled \$388 and \$638, respectively. For the years ended September 30, 2017, 2016, and 2015, the City contributed \$211,305, \$161,224, and \$149,281, respectively, to the plan for expected payouts for retiree benefits, which represented 26.38%, 21.20%, and 20.97%, respectively, of the actuarially determined annual required contribution of \$800,903, \$762,287, and \$712,017, respectively. No amounts have been contributed to finance future medical benefits under the plan for either current or future retirees.

Annual OPEB Cost and Net OPEB Obligation - The City's annual other postemployment benefit (OPEB) cost (expense) is calculated based on the annual required contribution of the employer (ARC), an amount actuarially determined in accordance with the parameters of GASB Statement 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liabilities (or funding excess) over a closed 30 year period. The following table shows the components of the City's annual OPEB cost for the year, the amount actually contributed to the plan, and changes in the City's net OPEB obligation related to the plan:

CITY OF HATTIESBURG, MISSISSIPPI

**NOTES TO FINANCIAL STATEMENTS
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YEAR ENDED SEPTEMBER 30, 2017**

NOTE 19 - OTHER POSTEMPLOYMENT BENEFITS (Cont.)

<u>Year Ended September 30</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Normal cost	\$ 510,191	\$ 591,613	\$ 568,859
Amortized accrued liability in excess of actuarial assets	277,655	155,871	129,331
Interest	<u>15,602</u>	<u>14,803</u>	<u>13,827</u>
Annual required contribution	803,448	762,287	712,017
Interest on net OPEB obligation	46,515	22,509	-
Adjustment to annual required contribution	<u>(49,060)</u>	<u>(23,429)</u>	<u>-</u>
Annual OPEB cost (expense)	800,903	761,367	712,017
Contributions made for payment of retiree benefits	<u>(211,305)</u>	<u>(161,224)</u>	<u>(149,281)</u>
Increase in net OPEB obligation	589,598	600,143	562,736
Net OPEB obligation - beginning of year	<u>1,162,879</u>	<u>562,736</u>	<u>-</u>
Net OPEB obligation - end of year	<u>\$ 1,752,477</u>	<u>\$ 1,162,879</u>	<u>\$ 562,736</u>

Funded Status and Funding Progress - As of October 1, 2017, the most recent actuarial valuation date, the plan was unfunded. The actuarial accrued liability for benefits was \$6,605,614, which was also the amount of the unfunded actuarial accrued liability (UAAL).

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2017

NOTE 19 - OTHER POSTEMPLOYMENT BENEFITS (Cont.)

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future.

Actuarial Methods and Assumptions - Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

In the October 1, 2017, actuarial valuation, the entry age normal level percent of salary actuarial cost method was used. The actuarial assumptions included an annual healthcare cost trend rate of 8% initially, grading uniformly to 5% over a 10-year period, a 4% discount rate, a 2.5% salary scale, and 100% participation rate of eligible future retirees. The UAAL is being amortized as a level percentage of projected payroll over a closed 30 year period. The remaining amortization period at September 30, 2017 was 27 years. Pre-65 annual per capital medical claims costs are assumed to be \$8,927 per participant per year at age 65, and claims are assumed to decrease 3% per attained age. No claims costs are assumed for post-65 retirees. Additionally, administrative costs were assumed to be \$383 per retiree per year and were assumed to increase 5% annually.

NOTE 20 - DEFINED BENEFIT PENSION PLANS

Public Employees Retirement Plans

Pension Plan Descriptions - The City contributes to the PERS cost-sharing multiple-employer defined benefit pension plan (the Cost-Sharing Plan), which covers all eligible employees, except certain sworn and uniformed policemen and firemen who participate in the City of Hattiesburg Police and Fire Disability and Relief Fund (PFDR), also administered by PERS. Both plans provide retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. PFDR Plan members consist of all full-time sworn and uniformed policemen and firemen who were employed by July 1, 1987. All full-time sworn and uniformed policemen and firemen employed after July 1, 1987, participate in the Cost-Sharing Plan. The PFDR Plan is affiliated with the Mississippi Municipal Retirement

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2017

NOTE 20 - DEFINED BENEFIT PENSION PLANS (Cont.)

System (MRS), an agent multiple-employer defined benefit pension plan, and as of June 30, 2017, included one active member and 147 retirees and beneficiaries currently receiving benefits. Benefit provisions for both plans are established by State law and may be amended only by the State of Mississippi Legislature. The Plans' provisions and the Board of Trustees' authority to determine contribution rates are established by Miss. Code Ann. § 25-11-1 et seq. (1972, as amended), and may be amended only by the Mississippi Legislature.

PERS is administered by a 10-member Board of Trustees that includes: the State Treasurer; one gubernatorial appointee who is a member of PERS; two state employees; two PERS retirees; and one representative each from public schools and community colleges, state universities, municipalities, and counties. With the exception of the State Treasurer and the gubernatorial appointee, all members are elected to staggered six-year terms by the constituents they represent.

The Board of Trustees is responsible for the general administration and proper operation of PERS. The executive director is designated by the Board to lead and conduct all business for PERS. PERS operates under legislative mandate with respect to administrative budgets, human resources, and purchasing guidelines.

The financial statements of PERS are prepared using the economic resources measurement focus and accrual basis of accounting. Member and employer contributions are recognized as revenue when due pursuant to legal requirements; investment income is recognized when earned. Benefits and refunds are recognized when due and payable in accordance with the terms of the plan. Expenses are recognized when the corresponding liability is incurred, regardless of when the payment is made. Investments are reported at fair value. Financial statements are prepared in accordance with requirements of the Governmental Accounting Standards Board (GASB). Under these requirements, PERS is considered a component unit of the State of Mississippi for financial reporting purposes and, as such, the financial statements issued by PERS are included in the State of Mississippi's Comprehensive Annual Financial Report. PERS issues a publicly available financial report that includes financial statements and required supplementary information. Supporting actuarial information for the Cost-Sharing Plan is also provided in the GASB Statement No. 68 Report for the PERS prepared as of June 30, 2017. The auditor's opinion on that report, which includes in an accompanying schedule of collective pension amounts as of June 30, 2017 and for the year then ended is also available. PERS also issues a publicly available financial report for the MRS, which includes separate information for the PFDR plan. All such information is available at www.pers.ms.gov or may be obtained by writing to Public Employees Retirement System, PERS Building, 429 Mississippi Street, Jackson, MS 39201-1005 or by calling (601) 359-3589 or 1-800-444- PERS.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2017

NOTE 20 - DEFINED BENEFIT PENSION PLANS (Cont.)

Cost-Sharing Plan Benefits Provided - Participating members who are vested and retire at or after age 60 or those who retire regardless of age with at least 30 years of creditable service (25 years of creditable service for employees who became members of the Cost-Sharing Plan before July 1, 2011) are entitled, upon application, to an annual retirement allowance payable monthly for life in an amount equal to 2.0% of their average compensation for each year of creditable service up to and including 30 years (25 years for those who became members of the Cost-Sharing Plan before July 1, 2011), plus 2.5% for each additional year of creditable service with an actuarial reduction in the benefit for each year of creditable service below 30 years or the number of years in age that the member is below 65, whichever is less.

Average compensation is the average of the employee's earnings during the four highest compensated years of creditable service. A member may elect a reduced retirement allowance payable for life with the provision that, after death, a beneficiary receives benefits for life or for a specified number of years. Benefits vest upon completion of eight years of membership service (four years of membership service for those who became members of the Cost-Sharing Plan before July 1, 2007). The Cost-Sharing Plan also provides certain death and disability benefits. In the event of death prior to retirement of any member whose spouse and/or children are not entitled to a retirement allowance, the deceased member's accumulated contributions and interest are paid to the designated beneficiary.

A cost-of-living adjustment payment is made to eligible retirees and beneficiaries equal to 3.0% of the annual retirement allowance for each full fiscal year of retirement up to the year in which the retired member reaches age 60 (55 for those who became members of the Cost-Sharing Plan before July 1, 2011), with 3.0% compounded for each fiscal year thereafter.

PFDR Plan Benefits Provided - MRS provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries. Membership eligibility and benefit provisions are governed by the general laws of the State of Mississippi, as well as local and private legislation enacted by the Mississippi State Legislature. Statutes may only be amended by the Mississippi Legislature. The PFDR retirement allowance is payable under this plan to any member who retires and has completed at least 20 years of creditable service, regardless of age. The retirement benefits are calculated in an amount equal to 50% of the employee's average compensation, plus 1.7% of average compensation for each year of credited service over 20 with an aggregate amount not to exceed 66-2/3%. Annual cost-of-living (COLA) adjustments are made to allowances of all retirees and beneficiaries, as further described below. Disability and death benefits are also provided under the plan. Upon a member's termination for any reason before retirement, that member's accumulated contributions are refunded.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2017

NOTE 20 - DEFINED BENEFIT PENSION PLANS (Cont.)

Cost-Sharing Plan Contributions - Employer and member contributions are based on actuarially determined rates that, expressed as percentages of annual covered payroll, are adequate to accumulate sufficient assets to pay benefits when due and are determined through the most recent June 30 annual valuation. Employer contribution rates consist of an amount for service cost; the amount estimated to finance benefits earned by current members during the year; and an amount for amortization of the unfunded actuarial accrued liability. Contribution requirements of PERS members and employers are established by the State of Mississippi Legislature, and at September 30, 2017, PERS members were required to contribute 9% of their annual salary, and employers were required to contribute 15.75% of covered payroll. The City's contributions (employer share only) to PERS for the years ended September 30, 2017, 2016 and 2015 were \$3,707,145, \$3,738,948, and \$3,501,030, respectively, equal to the required contributions each year.

PFDR Funding Policy - The PERS System Board of Trustees establishes the funding policy for MRS plans. The funding policy for PFDR provides for periodic employer contributions at actuarially determined rates, expressed as millage rate tax applied to assessed property tax values, and active employee contributions at stated rates. The employee contribution rate as of September 30, 2017, was 10% of covered payroll. Contributions under this funding policy, established beginning in the 2011-2012 fiscal year, will generate an ultimate asset reserve level equal to a reasonable percentage (initially 100% - 150%) of the next year's projected benefit payment. At that point, actuarially determined employer contributions will be set equal to the fiscal year's projected benefit payments and adjusted as necessary to maintain the assets at the established reserve level; however, ultimately the City has the option of determining the contribution rate to set as its certified millage rate. The millage rate set by the City must be at a level that will ensure actuarial soundness of the System.

In developing the annual required contribution shown in the following paragraphs, the normal cost and actuarial accrued liability are determined using the entry age actuarial cost method. Unfunded actuarial accrued liability is being amortized on a closed basis as a level dollar amount over a remaining amortization period of twenty years. The asset valuation method used is a 5-year smoothed market method. The City has the option to set property tax rates to allow for extended contributions beyond 2020 under the funding policy adopted by the PERS Board of Trustees in February 2011. The millage rates certified as of September 30, 2016 under the Pre-2011 and Post-2011 Funding Policy rates are 17.97 mills and 3.08 mills, respectively. The actual tax levy set in 2016 for the pension fund for policemen and firemen for the year ended September 30, 2017 was 3.11 mills.

For the year ended September 30, 2017, contributions totaling \$1,340,135 (\$1,334,659 employer and \$5,476 employee) were made in accordance with contribution requirements determined by an actuarial valuation of the System as of June 30, 2017. The employer's annual required contribution (ARC) was actuarially determined to be \$1,586,000 (consisting of \$0- normal ARC and \$1,586,000 accrued liability ARC).

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2017

NOTE 20 - DEFINED BENEFIT PENSION PLANS (Cont.)

Pension Liabilities and Pension Expense - At September 30, 2017, the City reported a liability of approximately \$75,623,233 for its proportionate share of the collective net pension liability of the Cost-Sharing Plan and the net pension liability allocated to PFDR. The net pension liability (NPL) for both plans was measured as of June 30, 2017, and the total pension liability (TPL) used to calculate the NPL was determined by an actuarial valuation as of June 30, 2017 for the Cost-Sharing Plan and for the PFDR Plan. The NPL recorded as of September 30, 2017, and the pension expense recognized by the City for the year ended September 30, 2017, was as follows:

	Cost - Sharing Plan	PFDR	Total
Net pension liability	<u>\$ 60,775,128</u>	<u>\$ 14,848,105</u>	<u>\$ 75,623,233</u>
Net pension expense	<u>\$ 5,956,556</u>	<u>\$ 1,777,950</u>	<u>\$ 7,734,506</u>

The NPL is the difference between the TPL and the pension plans' fiduciary net position (FNP). The TPL is the present value of the pension benefits that are allocated to current members due to past service by entry age normal actuarial cost method. The TPL includes benefits related to projected salary and service, and automatic cost of living adjustments. The FNP is determined on the same basis as that used by the pension plans. The City's proportion of the collective Cost-Sharing Plan NPL was based on the employers' shares of contributions to the pension plan relative to the total employer contributions of all participating PERS employers. At June 30, 2017 the City's proportion was 0.365585% as compared to its proportion measured at June 30, 2016 of 0.356159%, or an increase of 0.009426%.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2017

NOTE 20 - DEFINED BENEFIT PENSION PLANS (Cont.)

The change in the NPL for PFDR was as follows:

<u>Year Ended September 30, 2017</u>	<u>Total Pension Liability</u>	<u>Fiduciary Net Position</u>	<u>Net Pension Liability</u>
Service cost	\$ -	\$ -	\$ -
Interest	2,698,813	-	2,698,813
Changes of assumptions	145,391	-	145,391
Difference between expected and actual experience	251,676	-	251,676
Contributions - employer	-	1,346,302	(1,346,302)
Contributions - employee	-	5,383	(5,383)
Net investment income	-	2,778,391	(2,778,391)
Benefit payments, including refunds of employee contributions	(3,394,117)	(3,394,117)	-
Administrative expense	-	(26,926)	26,926
Other changes	-	(16,601)	16,601
Net change	(298,237)	692,432	(990,669)
Net pension liability, beginning of year	36,520,448	20,681,674	15,838,774
Net pension liability, end of year	<u>\$ 36,222,211</u>	<u>\$ 21,374,106</u>	<u>\$ 14,848,105</u>

Sensitivity to the City's Proportionate Share of the Net Pension Liabilities to Changes in the Discount Rate - The following table presents the City's net pension liabilities calculated using the discount rate of 7.75%, as well as what the System's net pension liabilities would be if they were calculated using a discount rate that is 1-percentage point lower (6.75%) or 1-percentage point higher (8.75%) than the current rate:

	<u>1% Decrease</u>	<u>Current Rate</u>	<u>1% Increase</u>
Cost-sharing plan net pension liability	\$ 83,736,022	\$ 60,775,128	\$ 50,013,755
PFDR plan net pension liability	\$ 18,033,715	\$ 14,848,105	\$ 12,107,795

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2017

NOTE 20 - DEFINED BENEFIT PENSION PLANS (Cont.)

Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions -

The City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

September 30, 2017	Cost - Sharing Plan		PFDR
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources
Differences between expected and actual experience	\$ 614,051	\$ 311,868	\$ -
Changes of assumptions	949,970	72,830	-
Net difference between projected and actual earnings on investments	-	624,246	563,375
Changes in proportion and differences between employer contributions and proportionate share of contribution	3,431,999	-	-
Employer contributions subsequent to the measurement date	974,967	-	109,247
Total	\$ 5,970,987	\$ 1,008,944	\$ 672,622

Deferred outflows of resources related to the Cost-Sharing Plan and PFDR resulting from City contributions subsequent to June 30, 2017 (the measurement date) were \$974,967 and \$109,247, respectively, and will be recognized as a reduction of the net pension liability in the year ending September 30, 2018. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as an addition to (reduction of) pension expense as follows:

(See Table on Next Page)

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2017

NOTE 20 - DEFINED BENEFIT PENSION PLANS (Cont.)

Year Ending September 30,	Cost - Sharing Plan		PFDR
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources
2018	\$ 1,678,321	\$ (318,381)	\$ 312,485
2019	1,678,321	(318,381)	312,485
2020	1,262,970	(216,119)	80,309
2021	376,808	(156,063)	(141,904)
Total	\$ 4,996,420	\$ (1,008,944)	\$ 563,375

Recognition of pension-related deferred inflows and deferred outflows is reflected in changes in unrestricted net position.

Actuarial Assumptions - For determining employer contribution rates, the actuary evaluates the assets of the plans based on a five-year smoothed expected return with 20% of a year's excess or shortfall of expected return recognized each year for five years. The TPL was determined using the following actuarial assumptions, applied to all periods included in the measurement:

	Cost - Sharing Plan	PFDR Plan
Inflation	3.00%	3.75%
Investment rate of return (net of plan investment expense and inflation)	7.75%	7.75%
Projected salary increases, including inflation	3.25% - 18.50%	4.00% - 5.50%

The actuarial assumptions used in the Cost-Sharing Plan actuarial valuation were based on the results of an actuarial experience study for the period July 1, 2012 to June 30, 2016. The experience report was dated April 18, 2017.

Mortality rates for the Cost-Sharing Plan were based on the RP-2014 Healthy Annuitant Blue Collar Table projected with mortality improvements based on Scale BB projected to 2022 and set forward one year for males.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

PAGE FORTY-FIVE

YEAR ENDED SEPTEMBER 30, 2017

NOTE 20 - DEFINED BENEFIT PENSION PLANS (Cont.)

The long-term expected rate of return on Cost-sharing pension plan investments was determined using a log-normal distribution analysis in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and the assumed rate of inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

The target asset allocation and best estimates of geometric real rates of return for each major asset class in the Cost-Sharing Plan are as follows:

<u>Investment Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Expected Rate of Return</u>
U.S. Broad	27.00%	4.60%
International equity	18.00%	4.50%
Emerging markets equity	4.00%	4.75%
Global	12.00%	4.75%
Fixed income	18.00%	0.75%
Real estate	10.00%	3.50%
Private equity	8.00%	5.10%
Emerging debt	2.00%	2.25%
Cash	1.00%	0.00%
Total	<u>100.00%</u>	

Discount Rate - The discount rate used to measure the total pension liability was 7.75% for both pension plans. The projection of cash flows used to determine the discount rate for the Cost-Sharing Plan assumed that plan member contributions will be made at the current contribution rate (9.00%) and that the employer contributions will be made at the current employer contribution rate (15.75%). Based on those assumptions, components of the pension plans' fiduciary net position were projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the TPL.

CITY OF HATTIESBURG, MISSISSIPPI

**NOTES TO FINANCIAL STATEMENTS
PAGE FORTY-SIX
YEAR ENDED SEPTEMBER 30, 2017**

NOTE 21 - DISCRETELY PRESENTED COMPONENT UNIT

Capital asset activity for the Hattiesburg Convention Commission (Commission) for the year ended September 30, 2017 was as follows:

	Beginning Balances	Additions	Retirements	Ending Balances
Governmental activities:				
Capital assets not being depreciated:				
Land	\$ 1,315,877	\$ 3,436	\$ -	\$ 1,319,313
Construction in progress - Eureka	2,668,225	1,128,590	-	3,796,815
Construction in progress - Saenger Theater	-	24,705	-	24,705
Construction in progress - Zoo projects	-	43,719	-	43,719
Construction in progress - Osceola McCarty House Museum	-	55,910	-	55,910
Total capital assets not being depreciated	<u>3,984,102</u>	<u>1,256,360</u>	<u>-</u>	<u>5,240,462</u>
Capital assets being depreciated:				
Buildings, parking lot, etc.	18,133,585	-	-	18,133,585
Furniture and fixtures	474,945	-	-	474,945
Equipment and vehicles	1,596,199	24,733	(24,733)	1,596,199
Assets acquired under capital lease	34,737	-	-	34,737
Total capital assets being depreciated	<u>20,239,466</u>	<u>24,733</u>	<u>(24,733)</u>	<u>20,239,466</u>
Less accumulated depreciation for:				
Buildings, parking lot, etc.	7,296,468	406,890	-	7,703,358
Furniture and fixtures	434,266	1,574	-	435,840
Equipment and vehicles	1,487,622	19,586	-	1,507,208
Assets acquired under capital lease	34,737	-	-	34,737
Total accumulated depreciated	<u>9,253,093</u>	<u>428,050</u>	<u>-</u>	<u>9,681,143</u>
Total capital assets being depreciated, net	<u>10,986,373</u>	<u>(403,317)</u>	<u>(24,733)</u>	<u>10,558,323</u>
Governmental activity capital assets, net	<u>\$ 14,970,475</u>	<u>\$ 853,043</u>	<u>\$ (24,733)</u>	<u>\$ 15,798,785</u>

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

PAGE FORTY-SEVEN

YEAR ENDED SEPTEMBER 30, 2017

NOTE 21 - DISCRETELY PRESENTED COMPONENT UNIT (Cont.)

The City entered into a contract with the Commission and the Hattiesburg Tourism Commission during fiscal year 2010 for the management of the Hattiesburg Zoo at Kamper Park. In May 2012, a new agreement was entered into with the Commission that allowed for the Commission to accept full financial responsibility for any subsidy requirement necessary for operations of the Hattiesburg Zoo, thus ending the monthly management fee as contained in the original contract. Six months prior to the end date of the contract (September 30, 2020), all parties agree to review the financial status of the Zoo operations to consider whether any revisions to the financial plan are necessary.

During the year ended September 30, 2017, the Commission contracted for certain capital projects. The Commission transferred completed construction projects totaling \$24,733 to the City, which are reflected in capital assets of the City as of September 30, 2017.

NOTE 22 - SUBSEQUENT EVENTS

Management has evaluated subsequent events after the financial statement date of September 30, 2017 through November 15, 2018, which is the date the financial statements were available to be issued. Significant subsequent events are described below.

Commitments for Additional Debt

In August 2018, the City approved the defeasance of the Taxable General Obligation Bonds, Series 2010 in the amount of \$2,560,000.

In April 2018, the City approved an Interlocal Cooperation Agreement with Forrest County in connection with the Hardy Street South Project. In September 2015, the City approved a Development Agreement that included the issuance of limited obligation tax increment financing (TIF) bonds in an amount not to exceed \$1,000,000 for a term of up to 20 years for this project. These TIF bonds have not yet been issued.

In October 2018, the City adopted the intent resolution for the issuance of general obligation bonds to be sold by the Mississippi Development Authority of the State of Mississippi in an aggregate amount not to exceed \$45,000,000. These bonds are to be used to provide funding for various infrastructure projects, municipal building and improvement projects, and other purposes authorized under Mississippi Code Ann. Sections 21-33-301 et seq. and Sections 31-25-1 et seq.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

PAGE FORTY-EIGHT

YEAR ENDED SEPTEMBER 30, 2017

NOTE 22 - SUBSEQUENT EVENTS (Cont.)

Annexation

The City is in the process of expanding its corporate limits through the process of annexation which, pursuant to State law, requires Chancery Court ratification of the City's adopted ordinance. In conjunction with its annexation activities, the City is party to various litigation with Lamar County, the City of Petal, and Bellevue incorporators. The outcome of these cases and effects on annexation endeavors is not determinable due to the early stages of the matters.

Ad Valorem Tax Exemption

The City was named as a defendant, along with Forrest County, in an action by Kohler Co. seeking significant tax exemptions beyond the ten-year exemptions permitted by statute. The case is in its early stages and therefore no probability of outcome can be predicted.

Matters Related to Funding

Subsequent to September 30, 2017, certain Federal and State grant reimbursements were delayed because of delinquency in submission of the City's annual financial reports. In addition, the City's credit rating was suspended in November 2016.

SUPPLEMENTARY INFORMATION

SCHEDULE 1
PAGE 1 OF 3

CITY OF HATTIESBURG, MISSISSIPPI

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2017**

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Federal Expenditures
<i>U.S. Department of Housing and Urban Development</i>			
Pass-Through Programs From:			
Governor's Department of Housing and Urban Development			
<i>CDBG Entitlement Grants - Cluster:</i>			
Community Development Block Grants/Entitlement Grants	14.218	MC-28-0006	\$ 263,707
Community Development Block Grants/Entitlement Grants	14.218	B15-MC-28-0006	65,685
Community Development Block Grants/Entitlement Grants	14.218	B16-MC-28-0006	187,400
Total - <i>CDBG Entitlement Grants Cluster</i>			<u>516,792</u>
HOME Investment Partnerships Program	14.239	MC-28-0201	72,941
HOME Investment Partnerships Program	14.239	M15-MC-28-0201	134,689
HOME Investment Partnerships Program	14.239	M16-MC-28-0201	13,878
			<u>221,508</u>
Total U.S. Department of Housing and Urban Development Pass-Through Programs			<u>738,300</u>
<i>U.S. Department of Justice</i>			
Pass-Through Programs From:			
Office of Justice Programs			
OVW Technical Assistance Initiative	16.526	15-WF-AX-0028	15,218
OVW Technical Assistance Initiative	16.526	STOP-2016-078	5,959
			<u>21,177</u>
Bulletproof Vest Partnership Program	16.607	2015 Award	11,929
Bulletproof Vest Partnership Program	16.607	2016 Award	6,219
			<u>18,148</u>
Edward Byrne Memorial Justice Assistance Grant Program	16.738	2015-DJ-BX-0829	<u>17,435</u>
Criminal and Juvenile Justice and Mental Health Collaboration Program - Jail Diversion Project Grant	16.745	2014-MO-BX-0030	<u>58,641</u>
Total U.S. Department of Justice Pass-Through Programs			<u>115,401</u>

The accompanying notes are an integral part of this schedule.

SCHEDULE 1
PAGE 2 OF 3

CITY OF HATTIESBURG, MISSISSIPPI

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2017**

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Federal Expenditures
<i>U.S. Department of Transportation</i>			
Federal Aviation Administration			
Airport Improvement Program	20.106	3-28-0031-0020-2013	\$ 1,033
Airport Improvement Program	20.106	3-28-0031-0023-2016	34,120
Airport Improvement Program	20.106	3-28-0031-0024-2017	507,771
Total - Federal Aviation Administration Direct Programs			<u>542,924</u>
Federal Transit Administration			
<i>Federal Transit Cluster:</i>			
Mass Transit Capital	20.507	MS-90-X086	216,700
Mass Transit Capital	20.507	MS-90-X090	40,134
Mass Transit - JARC	20.507	MS-90-X093	31,870
Mass Transit - Capital	20.507	MS-90-X095	88,176
Mass Transit Operating	20.507	MS-90-4095	399,306
Mass Transit Preventative	20.507	MS-90-0095	154,842
Mass Transit Preventative	20.507	MS-90-0102	25,715
Total - Federal Transit Formula Grants			<u>956,743</u>
Total - <i>Federal Transit Cluster</i>			<u>956,743</u>
Total U.S. Department of Transportation Direct Programs			<u>1,499,667</u>
Federal Highway Administration			
Pass-Through Programs From:			
Mississippi Department of Transportation			
<i>Highway Planning and Construction Cluster:</i>			
Metropolitan Planning Organization	20.205	107326-101000	203,721
Fourth Street Improvements Phase II	20.205	HPP-7194-00(003)/105845/801000	5,459
Long Leaf Trace Phase III	20.205	HPP-0210-00(015) LPA/105214-801000	179,466
Tuscan Avenue Sidewalk Project	20.205	STP-7197-00(002) LPA/106879-701000	240,699
Safe Routes to School - Hawkins	20.205	SRSP-7207-00(004) LPA/106877-104000	163,187
Transportation Enhancement - Various Streets, Landscape, and			
Pedestrian Improvements	20.205	STP-0018-00(029)/106346-701000	71,907
Western Beltway Phase II	20.205	STPD-8776-00(004)LPA/105844/812000	118,029
Total - <i>Highway Planning and Construction Cluster</i>			<u>982,468</u>

The accompanying notes are an integral part of this schedule.

SCHEDULE 1
PAGE 3 OF 3

CITY OF HATTIESBURG, MISSISSIPPI

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2017

<u>Federal Grantor/Pass-Through Grantor/Program or Cluster Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Federal Expenditures</u>
<i>U.S. Department of Transportation (Cont.)</i>			
National Highway Traffic Safety Administration			
Pass-Through Programs From:			
Mississippi Department of Public Safety - Office of Highway Safety			
402 Police Traffic Services	20.600	PT-2017-PT21-51	\$ 9,650
Alcohol Open Container Requirements	20.607	154AL-2017-ST-21-51	41,204
Total U.S. Department of Transportation Pass-Through Programs			1,033,322
<i>U.S. Department of Health and Human Services</i>			
Pass-Through Program From:			
Mississippi Bureau of Narcotics			
HIDTA-High Intensity Drug Trafficking Areas Program	95.001	G16GC0003A	7,817
			7,817
Total U.S. Department of Health and Human Services Pass-Through Programs			7,817
<i>U.S. Department of Homeland Security</i>			
Pass-Through Programs From:			
Mississippi Emergency Management Agency			
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	FEMA-4295-DR-MS	3,464,989
Total U.S. Department of Homeland Security Pass-Through Programs			3,464,989
<i>Total Expenditures of Federal Awards</i>			\$ 6,859,496

The accompanying notes are an integral part of this schedule.

CITY OF HATTIESBURG

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS YEAR ENDED SEPTEMBER 30, 2017

NOTE 1 - BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant expenditure activity of the City of Hattiesburg under programs of the federal government for the year ended September 30, 2017. Because the Schedule presents only a selected portion of the operations of the City of Hattiesburg, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the City of Hattiesburg.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures

Expenditures on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

Pass-Through Entity Identifying Numbers

Pass-through entity identifying numbers are presented when available.

NOTE 3 - PAYMENTS MADE TO SUBRECIPIENTS

Federal funds provided to subrecipients from the Community Development Block Grants/State's Program and from the Home Investment Partnerships Program during the year ended September 30, 2017 totaled \$141,447 and \$56,625, respectively.

NOTE 4 - DE MINIMIS COST RATE

The City elected not to recover indirect costs for federal programs using the 10% de minimis cost rate allowed by the Uniform Guidance in Section 414.



Schedule 2

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND
OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Honorable Mayor and Members of the City Council
City of Hattiesburg, Mississippi

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Hattiesburg, Mississippi, as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the City of Hattiesburg, Mississippi's basic financial statements, and have issued our report thereon dated November 15, 2018.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City of Hattiesburg, Mississippi's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of Hattiesburg, Mississippi's internal control. Accordingly, we do not express an opinion on the effectiveness of the City of Hattiesburg, Mississippi's internal control.

Our consideration of internal control over financial reporting was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as described in the accompanying schedule of findings and questioned costs, we identified certain deficiencies in internal control that we consider to be material weaknesses and significant deficiencies.

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HATTIESBURG
2 Southern Pointe Parkway, Suite 100
Hattiesburg, MS 39401-8025

P. O. Drawer 15099
Hattiesburg, MS 39404-5099

COLUMBIA
150 Old Highway 98 E
Columbia, MS 39429-6447

P. O. Box 609
Columbia, MS 39429-0609

GULFPORT
2019 23rd Avenue
Gulfport, MS 39501-2968

P. O. Box 1842
Gulfport, MS 39502-1842

To the Honorable Mayor and Members of the City Council
City of Hattiesburg, Mississippi

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the deficiencies described in the accompanying schedule of findings and questioned costs as items 2017-001 through 2017-012, 2017-014, and 2017-015 to be material weaknesses.

A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiency as described in the accompanying schedule of findings and questioned costs as item 2017-013 to be a significant deficiency.

Compliance and Other Matters

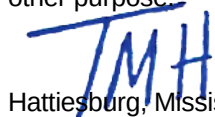
As part of obtaining reasonable assurance about whether the City of Hattiesburg, Mississippi's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards* and which are described in the accompanying schedule of findings and questioned costs as items 2017-010 through 2017-015.

City of Hattiesburg's Response to Findings

The City of Hattiesburg, Mississippi's response to the findings identified in our audit is described in Appendix A to the accompanying schedule of findings and questioned costs. The City of Hattiesburg, Mississippi's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Hattiesburg, Mississippi
November 15, 2018



Schedule 3

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Honorable Mayor and Members of the City Council
City of Hattiesburg, Mississippi

Report on Compliance for Each Major Federal Program

We have audited the City of Hattiesburg, Mississippi's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City of Hattiesburg, Mississippi's major federal programs for the year ended September 30, 2017. The City of Hattiesburg, Mississippi's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and terms and conditions of federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the City of Hattiesburg, Mississippi's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City of Hattiesburg, Mississippi's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

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HATTIESBURG
2 Southern Pointe Parkway, Suite 100
Hattiesburg, MS 39401-8025

P. O. Drawer 15099
Hattiesburg, MS 39404-5099

COLUMBIA
150 Old Highway 98 E
Columbia, MS 39429-6447

P. O. Box 609
Columbia, MS 39429-0609

GULFPORT
2019 23rd Avenue
Gulfport, MS 39501-2968

P. O. Box 1842
Gulfport, MS 39502-1842

To the Honorable Mayor and Members of the City Council
City of Hattiesburg, Mississippi

We believe that our audit provides a reasonable basis for our qualified opinion on compliance for the major federal program. However, our audit does not provide a legal determination of the City of Hattiesburg, Mississippi's compliance.

Basis for Qualified Opinion on the Highway Planning and Construction Program

As described in the accompanying schedule of findings and questioned costs, the City of Hattiesburg, Mississippi did not comply with requirements regarding CFDA 20.205 Highway Planning and Construction Program as described in Finding 2017-010 for Procurement and Suspension and Debarment. Compliance with such requirement is necessary, in our opinion, for the City of Hattiesburg, Mississippi to comply with the requirements applicable to that program.

Qualified Opinion on the Highway Planning and Construction Program

In our opinion, except for the noncompliance described in the Basis for Qualified Opinion paragraph, the City of Hattiesburg, Mississippi complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on the Highway Planning and Construction Program for the year ended September 30, 2017.

Basis for Qualified Opinion on the Disaster Grants-Public Assistance Program

As described in the accompanying schedule of findings and questioned costs, the City of Hattiesburg, Mississippi did not comply with requirements regarding CFDA 97.036 Disaster Grants – Public Assistance Program as described in Finding 2017-015 for Reporting. Compliance with such requirement is necessary, in our opinion, for the City of Hattiesburg, Mississippi to comply with the requirements applicable to that program.

Qualified Opinion on the Disaster Grants-Public Assistance Program

In our opinion, except for the noncompliance described in the Basis for Qualified Opinion paragraph, the City of Hattiesburg, Mississippi complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on the Highway Planning and Construction Program for the year ended September 30, 2017.

Unmodified Opinion on the Community Development Block Grants/Entitlement Grants Program

In our opinion, the City of Hattiesburg, Mississippi complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on the Community Development Block Grants/Entitlement Grants Program identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs for the year ended September 30, 2017.

To the Honorable Mayor and Members of the City Council
City of Hattiesburg, Mississippi

Other Matters

The results of our auditing procedures disclosed other instances of noncompliance, which are required to be reported in accordance with the Uniform Guidance and which are described in the accompanying schedule of findings and questioned costs as Findings 2017-011 through 2017-014. Our opinion on each major federal program is not modified with respect to these matters.

The City of Hattiesburg Mississippi's response to the noncompliance findings identified in our audit is described in Appendix A to the accompanying schedule of findings and questioned costs. The City of Hattiesburg, Mississippi's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control over Compliance

Management of the City of Hattiesburg, Mississippi is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City of Hattiesburg, Mississippi's internal control over compliance with the types of requirements that could have a direct and material effect on the major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City of Hattiesburg, Mississippi's internal control over compliance.

Our consideration of internal control over compliance was for the limited purposes described in the preceding paragraph and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. However, as discussed below, we identified certain deficiencies in internal control over compliance that we consider to be material weaknesses and significant deficiencies.

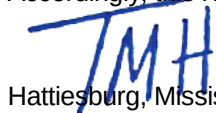
A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected on a timely basis. We consider the deficiencies in internal control over compliance described in the accompanying schedule of findings and questioned costs as Findings 2017-010 through 2017-012, 2017-014, and 2017-015 to be material weaknesses.

To the Honorable Mayor and Members of the City Council
City of Hattiesburg, Mississippi

A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance. We consider the deficiency in internal control over compliance described in the accompanying schedule of findings and questioned costs as Finding 2017-013 to be a significant deficiency.

The City of Hattiesburg, Mississippi's response to the internal control over compliance findings identified in our audit is described in Appendix A to the accompanying schedule of findings and questioned costs. The City of Hattiesburg, Mississippi's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



Hattiesburg, Mississippi
November 15, 2018

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CITY OF HATTIESBURG, MISSISSIPPI

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2017**

Section I - Summary of Auditor's Results

Financial Statements

Type of auditor's report issued on the financial statements:

<u>Opinion Unit</u>	<u>Opinion</u>
Governmental Activities	Unmodified
Business-type Activities	Unmodified
Discretely Presented Component Unit	Unmodified
General Fund	Unmodified
Aggregate Remaining Governmental Funds	Unmodified
Combined Water and Sewer System	Unmodified

Internal control over financial reporting:

Material weakness identified?	Yes
Significant deficiency identified not considered to be a material weakness?	Yes

Noncompliance material to financial statements noted?	Yes
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Federal Awards

Internal control over the major federal program:

Material weaknesses identified?	Yes
Significant deficiencies identified?	Yes

Type of auditor's report issued on compliance for the major program:

Community Development Block Grants/Entitlement Grants	Unmodified
Highway Planning and Construction	Qualified
Disaster Grants – Public Assistance (Presidentially Declared Disasters)	Qualified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?

Yes

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CITY OF HATTIESBURG, MISSISSIPPI

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2017**

Section I - Summary of Auditor's Results (Cont.)

Identification of the major federal program:

<u>CFDA Number</u>	<u>Name of Federal Program or Cluster</u>
14.218	Community Development Block Grants/Entitlement Grants
20.205	Highway Planning and Construction
97.036	Disaster Grants – Public Assistance (Presidentially Declared Disasters)

Dollar threshold used to distinguish between Type A and Type B programs: \$750,000

Auditee qualified as low-risk auditee? No

Section II - Financial Statement Findings

Finding:

Finding # 2017-001 Entity-Level Control Environment and Risk Assessment Processes

Finding Type: Material Weakness

Criteria - The Committee of Sponsoring Organizations of the Treadway Commission (COSO) model has been adopted as the generally accepted framework for evaluating internal controls framework, organizational structure, assignment of authority and responsibility, estimating the potential significance of risks relevant to achievement of financial reporting objectives, and responding to such risks represent elements of entity-level internal controls.

Condition - The City did not timely initiate or make substantial progress in implementation of corrective actions in response to material weaknesses and significant deficiencies in internal control identified in its financial statement audit for the year ended September 30, 2015.

Context - The City has previously developed a comprehensive plan in response to certain material entity-level control weaknesses related to financial reporting, but the City had not yet implemented corrective actions during fiscal year 2016.

Cause - The City's organizational structure, depth of resources of personnel with suitable knowledge and skill in financial reporting, and process for evaluating and addressing risks related to financial reporting result in entity-level control weaknesses.

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CITY OF HATTIESBURG, MISSISSIPPI

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2017**

Section II - Financial Statement Findings (Cont.)

Finding # 2017-001 Entity-Level Control Environment and Risk Assessment Processes
(Cont.)

Effect - Previously identified material weaknesses and significant deficiencies in internal control, along with other deficiencies, continued unmitigated in fiscal year 2017.

Identification of Repeat Finding 2016-001

Recommendation - The Administration should take steps to implement corrective actions for identified material weaknesses and significant deficiencies in internal controls and assess its overall control environment and risk assessment processes.

Views of Responsible Officials - The City's Corrective Action Plan is presented on Appendix A.

Finding:

Finding # 2017-002 Entity-Level Information, Communication and Monitoring

Finding Type: Material weakness

Criteria - The City must maintain effective internal accounting procedures over information, communication, and monitoring functions that relate to financial reporting and legal compliance.

Condition - The City's financial reporting system and monitoring processes lack sufficient depth and structure to ensure that all relevant information is timely identified, communicated to appropriate financial and accounting personnel, assessed for financial reporting impact, and assimilated into the financial reporting process.

Context - The City's centralized accounting system does not have a structured and cohesive process to obtain, maintain, and analyze data from varied sources as part of its information management and financial reporting system or to communicate and educate departmental personnel regarding criteria and responsibilities for conveyance of information.

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CITY OF HATTIESBURG, MISSISSIPPI

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2017**

Section II - Financial Statement Findings (Cont.)

Finding # 2017-002 Entity-Level Information, Communication and Monitoring (Cont.)

Cause - The City's entity-wide controls and procedures do not effectively ensure that all relevant information is timely incorporated into the financial reporting process. In addition, lines of authority and responsibility under the City's organizational structure are incompatible with the structure of its financial reporting process. Further, the City has experienced significant turnover of management personnel in recent years. Staff turnover has caused loss of knowledge base, including familiarity with informal and undocumented procedures performed in prior years.

Effect - Deficiencies in information and communication processes cause delays in completion of the annual financial reporting process thus limiting the City's ability to meet legal, regulatory, and contractual deadlines for submission of annual financial statements.

Identification of Repeat Finding 2016-002

Recommendation - The City should immediately develop and implement procedures to enhance its process for timely identifying, maintaining, conveying, and reporting information relevant to financial reporting. Procedures should be formally documented and incorporated into the financial reporting process on an ongoing basis, and personnel responsible for financial reporting monitoring and oversight should have appropriate levels of authority in order to enforce accountability of personnel responsible for accumulating, maintaining, and communicating data.

Views of Responsible Officials - The City's Corrective Action Plan is presented on Appendix A.

Finding:

Finding # 2017-003 Timeliness of Financial Reporting

Finding Type: Material Weakness

Criteria - Title 2 U.S. Code of Federal Regulations (CFR) Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), Mississippi law, and terms of various bonds, grants, contracts, and agreements impose financial reporting requirements and deadlines for submission by the City of annual financial statements presented in accordance with U.S. generally accepted accounting principles.

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CITY OF HATTIESBURG, MISSISSIPPI

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2017**

Section II - Financial Statement Findings (Cont.)

Finding # 2017-003 Timeliness of Financial Reporting (Cont.)

Condition - During the year ended September 30, 2017, the City failed to meet financial reporting deadlines for its financial statements for the fiscal year ended September 30, 2016. Also, the city failed to meet financial reporting deadlines for submitting its financial statements for the year ended September 30, 2017.

Context - The City did not complete its financial reporting process before financial reporting deadlines had passed.

Cause - The financial reporting system of the City was not adequate for timely production of financial statements. See also Finding 2017-004.

Effect - Failure to maintain compliance with financial reporting requirements and deadlines exposes the City to risk of delay or curtailment of funding. Costs of funds may also increase because of liquidity drains or noncompliance with reporting requirements.

Identification of Repeat Finding 2016-003

Recommendation - The City should implement procedures that will allow for timely financial reporting in accordance with all applicable reporting deadlines.

Views of Responsible Officials - The City's Corrective Action Plan is presented on Appendix A.

Finding:

Finding # 2017-004 Financial Statement Adjustment, Close, and Disclosure

Finding Type: Material weakness

Criteria - The City's internal accounting controls, including year-end procedures, should be sufficient to ensure that amounts are properly classified, that accounts are properly valued, and that pertinent rights and obligations are properly reflected in the financial statements in accordance with U.S. generally accepted accounting principles.

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CITY OF HATTIESBURG, MISSISSIPPI

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2017**

Section II - Financial Statement Findings (Cont.)

Finding # 2017-004 Financial Statement Adjustment, Close, and Disclosure (Cont.)

Condition - The City does not routinely maintain data necessary to prepare required conversions from its cash basis accounting records to the modified accrual and/or accrual bases of accounting required for financial reporting purposes. Additionally, City's accounting system does not consistently ensure proper cut-off and valuation or completeness of transactions and balances at year-end for reporting purposes.

Context - The City's financial reporting system centers on its budgetary cash basis accounting processes and this typically requires extensive manual processes after the end of the fiscal year for financial reporting purposes. These year-end processes have become increasingly difficult due to the complexity of governmental financial reporting requirements. In particular, the City does not routinely capture and maintain data necessary for conversion of cash basis to appropriate fund and accrual basis financial presentation or for preparation of necessary disclosures and supplementary information reported in its financial statements. Further, the City does not routinely perform valuation assessments, such as estimates of impairment of carrying value of its long-term assets or estimates of net realizable values of receivables, in order to determine whether financial statement adjustments are appropriate.

Cause - The City's reliance on its budgetary cash basis general ledger system and year-end conversion processes to provide financial reporting information does not allow for the timely preparation of its basic financial statements along with the necessary disclosures and supplemental schedules.

Effect - The City cannot readily prepare conversion adjustments required for financial reporting purposes and cannot readily produce necessary disclosures and supplemental schedules and increases the risk of omission of information which should be reported under U.S. generally accepted accounting principles.

Identification of Repeat Finding 2016-004

Recommendation - The City should develop a plan to address deficiencies in its financial statement adjustment, close, and disclosure processes.

Views of Responsible Officials - The City's Corrective Action Plan is presented on Appendix A.

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CITY OF HATTIESBURG, MISSISSIPPI

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2017**

Section II - Financial Statement Findings (Cont.)

Finding:

Finding # 2017-005 Municipal Court Fines

Finding Type: Material weakness

Criteria - Internal accounting controls should be sufficient to ensure that recorded Municipal Court fines and related accounts receivable and assessments payable balances are complete, accurate, properly valued, and reported in the proper period. In addition, State law requires maintenance of permanent Court dockets and minute records, as well as an accounts receivable system which is reconciled monthly and periodically aged and analyzed.

Condition - The City lacks sufficient internal controls over Municipal Court fines to ensure that all amounts are properly recorded, that only authorized transactions are accurately recorded in the proper period, that gross balances outstanding represent valid underlying amounts, that State assessments are properly applied, that nonmonetary credits and adjustments are properly authorized and recorded, and that estimates of net realizable value take into account collection activity, nonmonetary credits and other pertinent data. City procedures related to Municipal Court fines are not adequate to achieve compliance with requirements of Mississippi law or to ensure integrity of recorded amounts.

The City does not exercise appropriate oversight of the Municipal Court accounting process. Case management activities, including both manual procedures and software application processes, are not adequate to ensure completeness or accuracy of data or to assure that errors and irregularities are prevented or detected and corrected on a timely basis. In addition, system-generated reports are not adequate to support reconciliation and roll-forward of case balances or to facilitate effective review. Periodic analyses are neither prepared nor reported to management for review, and the City lacks formal procedures and methodology to support its estimated net realizable value of outstanding fines.

Context - The Municipal Court department is responsible for maintaining detail case data, including original estimated fines, adjusted fines as legally imposed, payments and nonmonetary credits applied against fines, mandated State assessments, and various data related to each citation and offense. The City utilizes specialized peripheral software systems to record and maintain case information and related activity.

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CITY OF HATTIESBURG, MISSISSIPPI

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2017**

Section II - Financial Statement Findings (Cont.)

Finding # 2017-005 Municipal Court Fines (Cont.)

Amounts of fines receivable and State assessments payable for each case are maintained in the separate peripheral system but are not recorded in the City's general ledger system. Instead, the general ledger reflects only daily cash receipt amounts, summarized by account, and detail of expenditures, which consist primarily of payments of State assessments. Recorded cash receipts and disbursements are the only information routinely reported to or reviewed by management. However, since the cash basis excludes amounts of fines imposed, related State assessment obligations, adjustments to case amounts, nonmonetary credits, and balances outstanding, it is insufficient to allow effective monitoring of case balances or activity related to fines.

Receivables and payables are recognized only for annual financial reporting purposes and are not reconciled or reviewed periodically. Year-end recognition of these balances, net of the allowance for uncollectible accounts, is based upon retrospective review of data available after fiscal year-end.

Subsidiary software does not effectively maintain accounting period cut-off data and there are system design and limitations that result in the reports that do not accurately reflect accounting period cut-off since records do not consistently or effectively capture dates upon which case fines legally attach or base balance calculations on dates of underlying transactions. This lack of proper accounting period information also distorts the aging analyses of outstanding balances that are required by law and are essential support for estimating collectability.

The City did not timely or effectively monitor data recorded into the subsidiary system or reports generated therefrom to ensure completeness, accuracy, or agreement to underlying records. Further, access to subsidiary computer system functions was not effectively restricted, and personnel duties were not adequately segregated to ensure that employees could not commit and conceal errors or irregularities. No procedures are routinely performed to monitor accuracy or completeness of cases initially recorded into the subsidiary records maintained in specialized application software or to reconcile or monitor recorded activity in those cases. The City did not prepare analyses or reconciliations of nonmonetary credits applied against fines for jail time served, community service, or house arrest, and other account adjustments were not monitored or reconciled.

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CITY OF HATTIESBURG, MISSISSIPPI

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2017**

Section II - Financial Statement Findings (Cont.)

Finding # 2017-005 Municipal Court Fines (Cont.)

Cause - The City has not established appropriate procedures for accounting for Municipal Court fines in accordance with U.S. generally accepted accounting principles or to comply with Mississippi law. City personnel responsible for Municipal Court accounting and case management lack sufficient skill, knowledge, and expertise to administer the process and lack an understanding of basic requirements for accounting for Court fines in accordance with U.S. generally accepted accounting principles and Mississippi law.

The City has not established and enforced effective segregation of duties for case management processes, including limiting access to information technology system functions, and the current application software used for case management and accounting is not adequate to meet requirements of State law or to produce sufficient financial reports. The City did not prepare interim or annual reconciliations or analyses of Municipal Court fines receivable or related assessments payable, compare recorded fines to underlying Court documents, or maintain an effective audit trail of account adjustments for the year ended September 30, 2017.

Effect - The City's systems and procedures for accounting for Municipal Court fines do not achieve effective control over completeness, accuracy, or cut-off of recorded amounts and do not meet applicable requirements of State law. Data deficiencies, system limitations, absence of effective procedures, and lack of effective oversight impede the City's ability to properly account for its fines revenues and assess collectability of its related receivable balances and State assessment obligations.

Identification of Repeat Finding 2016-005

Recommendation - The City should develop a comprehensive plan for addressing deficiencies in its Municipal Court accounting systems and procedures that allows for daily verification of case data entry and daily roll-forward of balances in fines and assessments. The City should also develop procedures to capture dates of legal attachment for all fines, as well as procedures to monitor that such data is timely and properly maintained. Additionally, the City should prepare, reconcile, review, and retain monthly case detail and summary reports, including account aging reports that are reported to appropriate City management for review and approval.

Views of Responsible Officials - The City's Corrective Action Plan is presented on Appendix A.

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CITY OF HATTIESBURG, MISSISSIPPI

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2017**

Section II - Financial Statement Findings (Cont.)

Finding:

Finding # 2017-006 Water and Sewer Customer Accounts Receivable

Finding Type: Material weakness

Criteria - Internal accounting controls should be sufficient to ensure that recorded Water and Sewer System customer accounts receivable are complete, accurate, properly valued, and reported in the proper period.

Condition - The City's internal controls for recording and reconciling Water and Sewer customer account balances outstanding are not sufficient to ensure that account balances are accurate and does not allow for the proper evaluation of collectability. The City does not routinely perform reconciliations or analyses of customer receivable detail records. Additionally, aged receivable reports do not segregate finance charges from service fees, thereby distorting brackets and limiting effectiveness for monitoring propriety of service cut-off and assessing overall collectability. The City is also unable to produce reliable reports of subsequent collections on year-end outstanding balances for proper assessment of collectability and has no formal documentation of methodology or calculations supporting its estimated allowance for doubtful accounts.

Context - The City utilizes a separate module of its general ledger accounting software for its Water and Sewer billing functions that does not include an interface with the City's general ledger accounting system, and the City does not routinely review, reconcile, or analyze aggregate Water and Sewer customer account receivables.

Cause - While the City routinely processes and reviews billing route reports and reports of unpaid accounts subject to service cut-off, City procedures do not require periodic generation, reconciliation, and retention of detail accounts receivable and activity reports.

Effect - Without timely reconciliations and proper aging of its customer account balances and related activity, the City cannot readily determine net realizable value of outstanding Water and Sewer customer accounts receivable at fiscal year-end. This lack of timely review and reconciliation of subsidiary account balances could allow significant errors to go undetected.

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CITY OF HATTIESBURG, MISSISSIPPI

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2017**

Section II - Financial Statement Findings (Cont.)

Finding # 2017-006 Water and Sewer Customer Accounts Receivable (Cont.)

Identification of Repeat Finding 2016-006

Recommendation - The City should implement procedures to routinely prepare and reconcile Water and Sewer customer accounts receivable activity and balances at each interim period, and a formal analysis of collectability of outstanding balances should be performed on at least an annual basis in order to estimate the related allowance for doubtful accounts.

Views of Responsible Officials - The City's Corrective Action Plan is presented on Appendix A.

Finding:

Finding # 2017-007 Water and Sewer Billings

Finding Type: Material weakness

Criteria - Effective internal accounting controls should ensure that recorded transactions pursuant to billings for all Water and Sewer services are complete and accurate.

Condition - The City's internal controls do not include analysis of accounting data in conjunction with the Water and Sewer volumes that are processed and billed. The City also does not formally document, reconcile, or monitor adjustments to customer billings to ensure propriety and accuracy.

Context - The City was unable to explain increases in unaccounted for water volume or to readily provide amounts attributable to usage by City facilities.

Cause - Certain City facilities are not metered for Water and Sewer volume, and no periodic review of volumes not billed, also known as "unaccounted for" volumes, is performed.

Effect - As a result of ineffective control procedures, there is a risk that the City could fail to detect Water and Sewer usage at unmetered locations or significant leaks in City infrastructure. Unmetered usage would not be routinely billed by the City, resulting in failure to realize related revenues.

Identification of Repeat Finding 2016-007

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CITY OF HATTIESBURG, MISSISSIPPI

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2017**

Section II - Financial Statement Findings (Cont.)

Finding # 2017-007 Water and Sewer Billings (Cont.)

Recommendation - We recommend that the City install meters at all City facilities to monitor Water and Sewer system internal usage. In addition, we recommend that the City generate periodic reports of volumes used in order to monitor economic resources and system usage to facilitate effective management of "unaccounted for" volumes.

Views of Responsible Officials - The City's Corrective Action Plan is presented on Appendix A.

Finding:

Finding # 2017-008 Water and Sewer Customer Meter Deposits

Finding Type: Material Weakness

Criteria - Effective internal accounting controls should ensure that recorded liabilities for customer meter deposits accurately reflect detail balances and that activity in such accounts is properly recorded and reported.

Condition - The City's liability for customer meter deposits does not agree to its customer detail records, and no effective reconciliation has been performed. Additionally, meter deposits applied against customer account balances are not timely reconciled.

Context - The City does not routinely generate, reconcile, or review reports of Water & Sewer System customer meter deposit balances. Additionally, meter deposit rates vary by nature of customer and meter, and rates change from time to time pursuant to City Council action. However, the City has no effective procedures to ensure that amounts reflected in subsidiary account detail are reasonable.

Cause - The City's procedures for reviewing customer meter deposit balances are not adequate to ensure that recorded amounts are reasonable and consistent with established rates. In addition, reconciliations of balances and periodic activity are not routinely performed.

Effect - The City has been unable to ascertain the cumulative amount of unrecorded applied meter deposits or to identify the nature and amounts of other errors.

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CITY OF HATTIESBURG, MISSISSIPPI

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2017**

Section II - Financial Statement Findings (Cont.)

Finding # 2017-008 Water and Sewer Customer Meter Deposits (Cont.)

Identification of Repeat Finding 2016-008

Recommendation - The City should perform a review of its subsidiary records of customer meter deposits, and any errors that are identified should be corrected. The City should also implement procedures to routinely prepare and reconcile customer meter deposit activity and balances.

Views of Responsible Officials - The City's Corrective Action Plan is presented on Appendix A.

Finding:

Finding # 2017-009 Capital Assets

Finding Type: Material weakness

Criteria - Internal controls over capital assets should be sufficient to ensure that assets are properly recorded, depreciated, assessed for impairment, and reported. Detail subsidiary ledgers should be reconciled on a timely basis, and disposals should be timely recognized and reported. Rights and obligations related to ownership and pledges of capital assets should also be properly reported.

Condition - The City's procedures and controls are not sufficient to ensure that all City-owned assets are properly recorded. Additionally, the City's procedures related to construction projects are not sufficient to ensure that all project costs are identified and captured in the proper period.

Context - Existing accounting procedures do not ensure inclusion of contributed assets received or transfers of infrastructure from developers or other governmental entities, and the City does not routinely reconcile capital outlay expenditures to additions to fixed assets and additional inventoried items. The City does not routinely monitor assets acquired with grants or other restricted funds to ensure that any disposition of those assets is in accordance with terms of agreements and/or regulations and to ensure proper disclosure of commitments relating to those assets. Also, the City does not periodically assess its long-term assets for impairment nor does the City have an adequate system of accounting for its construction project activity.

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CITY OF HATTIESBURG, MISSISSIPPI

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2017**

Section II - Financial Statement Findings (Cont.)

Finding # 2017-009 Capital Assets (Cont.)

Cause - The City did not routinely and formally reconcile capital asset subsidiary detail to its financial statements, and the City does not maintain a comprehensive schedule of construction projects sufficient to support financial reporting.

Effect - The City's procedures are not adequate to ensure that capital outlay expenditures are reported in the proper period, properly classified as capital expenditure or expense, or that interest is properly capitalized for proprietary fund projects. Detail records are not timely reconciled to detect errors or irregularities, or to ensure that required disclosures are accurate and complete.

The City's deficiencies in procedures related to construction projects and capital assets indicate material weaknesses in internal controls over financial reporting.

Identification of Repeat Finding 2016-009

Recommendation - The City should take immediate steps to develop and implement a comprehensive system for accounting for capital assets, including construction projects. Subsidiary records should include adequate descriptions and should be periodically reviewed to identify any assets no longer in service or those with indicated impairment.

Views of Responsible Officials - The City's Corrective Action Plan is presented on Appendix A.

Section III - Federal Awards Findings and Questioned Costs

Finding:

Finding: # 2017-010 Procurement and Suspension and Debarment (I)

Finding Type: Material Weakness

Program Tested: CFDA No. 20.205: Highway Planning and Construction

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CITY OF HATTIESBURG, MISSISSIPPI

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2017**

Section III - Federal Awards Findings and Questioned Costs (Cont.)

Finding: # 2017-010 Procurement and Suspension and Debarment (I) (Cont.)

Criteria - According to the Uniform Guidance, Section 200.212 of 2 CFR, Subpart C - Pre-Federal Award Requirements, non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Condition - The City does not have adequate internal control procedures in place to monitor compliance with the federal debarment and suspension regulations for contracts and subawards.

Questioned Costs - Undetermined

Effect - The City could contract with parties that have been debarred or suspended by the federal government.

Cause - The City has experienced substantial turnover of personnel assigned to perform these procedures and has not monitored compliance with these provisions.

Identification of Repeat Finding 2016-010

Recommendation - The City should implement procedures to ensure compliance with the debarment and suspension regulations for contracts related to federal programs.

Views of responsible officials - The City's Corrective Action Plan is presented on Appendix A.

Finding:

Finding # 2017-011 Federal Expenditure Management (A/B, C, G, H, L)

Finding Type: Material Weakness

Program Tested: CFDA No. 20.205: Highway Planning and Construction

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CITY OF HATTIESBURG, MISSISSIPPI

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2017**

Section III - Federal Awards Findings and Questioned Costs (Cont.)

Finding # 2017-011 Federal Expenditure Management (A/B, C, G, H, L) (Cont.)

Criteria - Section 200.300 of 2 CFR, Subpart D - Post Federal Award Requirements, requires Federal costs to be identified in accordance with cost principles and grant requirements. Financial management systems, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program specific terms and conditions and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award. The financial management system must provide for identification of the Federal program, CFDA title and number, award identification number and year, name of the Federal agency and any pass-through entity, as well as accurate, current, and complete disclosure of financial results of each Federal award program. Records must adequately identify the source and application of funds for federally-funded activities and must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest, and such information must be supported by source documentation.

Condition - Federal and non-Federal expenditures were not readily identifiable from grant records maintained by the City for the year ended September 30, 2017. Costs allowable and not allowable are not specifically identified in financial records or reconciled to reimbursement requests. Category of cost, such as program delivery or administrative cost, is not initially captured upon recording expenditures in the City's financial records, and adjustments to classifications are not timely reconciled to underlying accounts or submitted reimbursement requests. Transaction dates are based on cash payment processing, and payment release dates and service periods for underlying costs are not readily determinable.

Questioned Costs - Undetermined

Context - The City utilizes fund accounts in its general ledger system to capture, maintain, and report activity related to its grant programs. The City also utilizes peripheral manual and electronic applications in its grant administration process. However, these procedures do not readily provide data necessary to distinguish Federal expenditures from non-Federal costs incurred. Total program cost is not segregated between allowable and unallowable costs, and expenditures of Federal funds are not segregated from costs funded by matching funds or other funds. Further, expenditures are captured solely on a cash basis, and dates of underlying activity are not contemporaneously captured to identify expenditure date for Federal purposes.

SCHEDULE 4
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CITY OF HATTIESBURG, MISSISSIPPI

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2017**

Section III - Federal Awards Findings and Questioned Costs (Cont.)

Finding # 2017-011 Federal Expenditure Management (A/B, C, G, H, L) (Cont.)

Cause - The City's general ledger system structure lacks complexity necessary to capture all accounting data related to Federal program expenditures, and peripheral systems and procedures are not sufficient to readily fill the gap in that data so that all categories of costs of Federal programs may be readily identified and reported.

Effect - The City was unable to readily segregate Federal from non-Federal program expenditures or reconcile reimbursement requests to specific Federal expenditures.

Identification of Repeat Finding 2016-011

Recommendation - The City should immediately implement procedures to maintain comprehensive schedules of program expenditures that distinguish Federal and non-Federal expenditures and identify matching funds provided. Reconciliations of Federal expenditures to allowable costs and total program expenditures should be timely performed and monitored. Reimbursement requests should be reconciled to supporting schedules of Federal expenditures, and appropriate cut-off should be established for periodic reporting.

Views of Responsible Officials - The City's Corrective Action Plan is presented on Appendix A.

Finding:

Finding # 2017-012 Non-compliance resulting from deficiencies in financial statement internal control over timeliness of financial reporting (L)

Finding Type: Material Weakness

Program Tested: CFDA No. 20.205: Highway Planning and Construction

Criteria - According to the Uniform Guidance, 2 CFR 200.501(a), non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single or program specific audit conducted for that year in accordance with the provisions of these parts. Guidance on determining Federal awards expended is provided in §.205 and 2 CFR 200.502. The audit package and the data collection form shall be submitted 30 days after receipt of the auditor's report(s), or 9 months after the end of the fiscal year - whichever comes first - pursuant to Uniform Guidance 2 CFR 200.512(a).

SCHEDULE 4
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CITY OF HATTIESBURG, MISSISSIPPI

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2017**

Section III - Federal Awards Findings and Questioned Costs (Cont.)

Finding # 2017-012 Non-compliance resulting from deficiencies in financial statement internal control over timeliness of financial reporting (L) (Cont.)

Condition - The City's audit package for the fiscal year ended September 30, 2017 was not timely submitted to the Federal Audit Clearinghouse.

Questioned Costs - Undetermined

Context - See Financial Statement Finding # 2017-003.

Cause - See Financial Statement Finding # 2017-003.

Effect - The City did not comply with Federal Single Audit requirements for timely submission of its audit package.

Identification of Repeat Finding 2016-012

Recommendation - See Financial Statement Finding # 2017-003.

Views of Responsible Officials - The City's Corrective Action Plan is presented on Appendix A.

Finding:

Finding # 2017-013 Non-compliance resulting from deficiencies in financial statement internal control over financial statement adjustment close, and disclosure (A/B, C, G, H, L)

Finding Type: Significant Deficiency/Significant Noncompliance

Program Tested: CFDA No. 20.205: Highway Planning and Construction

SCHEDULE 4
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CITY OF HATTIESBURG, MISSISSIPPI

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2017**

Section III - Federal Awards Findings and Questioned Costs (Cont.)

Finding # 2017-013 Non-compliance resulting from deficiencies in financial statement internal control over financial statement adjustment close, and disclosure (A/B, C, G, H, L) (Cont.)

Criteria - According to the Uniform Guidance, the auditee shall identify, in its accounts, all Federal awards received and expended and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity. The auditee shall also maintain internal control over Federal programs that provides reasonable assurance that the auditee is managing Federal awards in compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a material effect on each of its Federal programs and prepare appropriate financial statements, including the schedule of expenditures of Federal awards. In addition, Title 2: Grants and Agreements, Part 200 - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Subpart D - Post Federal Award Requirements section 200.302(b), each non-Federal entity's financial management system must provide accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the appropriate reporting requirements, including distinguishing allowable costs from costs not allowable, direct costs from indirect costs, and Federal expenditures from costs paid to meet match requirements or paid from other non-Federal funds.

Condition - The City did not contemporaneously distinguish allowable Federal program costs from ineligible costs, distinguish Federal expenditures from non-Federal expenditures, or specifically identify costs used to meet match and cost-sharing requirements. In addition, the City had no effective processes to ensure that direct and indirect costs were treated consistently among all Federal awards administered by various City departments.

Questioned Costs - Undetermined

Context - See Financial Statement Finding # 2017-004.

Cause - See Financial Statement Finding # 2017-004.

Effect - The City could not readily produce schedules of its Federal program costs, obligated funds, or funds receivable. Further, the City could not reconcile obligated, expended, received, and available Federal funds to its accounting records.

SCHEDULE 4
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CITY OF HATTIESBURG, MISSISSIPPI

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2017**

Section III - Federal Awards Findings and Questioned Costs (Cont.)

Finding # 2017-013 Non-compliance resulting from deficiencies in financial statement internal control over financial statement adjustment close, and disclosure (A/B, C, G, H, L) (Cont.)

Identification of Repeat Finding 2016-013

Recommendation - See Financial Statement Finding # 2017-004.

Views of Responsible Officials - The City's Corrective Action Plan is presented on Appendix A.

Finding:

Finding 2017-014 Non-compliance resulting from deficiencies in financial statement internal control over capital assets (A/B, F)

Finding Type: Material Weakness

Program Tested: CFDA No. 20.205: Highway Planning and Construction

Criteria - Costs incurred for capital assets are subject to property standards prescribed in the Uniform Guidance 2 CFR, Subpart D - Post Federal Award Requirements.

Condition - The City does not adequately account for its capital projects funded by Federal awards. Project detail records do not adequately identify allowable and unallowable costs or matching fund obligations, and Federal and non-Federal expenditures are not effectively segregated or reconciled to reimbursement requests. The City does not effectively monitor its capital project cost reimbursement requests prepared by third party service providers or recalculate and reconcile Federal costs to those reimbursement requests. The City does not critically evaluate the terms of its Federal awards and agreements related to property ownership and reversionary provisions in order to assess its rights and obligations under such agreements and to ensure that capital assets and commitments are properly monitored.

In addition, the City could not readily provide a list of assets subject to reversionary provisions if not continually used for appropriate program purposes and therefore could not demonstrate effective monitoring of ongoing use of such Federally-funded assets.

CITY OF HATTIESBURG, MISSISSIPPI

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2017**

Section III - Federal Awards Findings and Questioned Costs (Cont.)

Finding 2017-014 Non-compliance resulting from deficiencies in financial statement internal control over capital assets (A/B, F) (Cont.)

Questioned Costs - Undetermined

Context - See Financial Statement Finding # 2017-009.

Cause - See Financial Statement Finding # 2017-009.

Effect - The City may be subject to disallowed costs or obligations under reversionary provisions for assets acquired or constructed using Federal funds, and the amounts of potential disallowed costs could be material.

Identification of Repeat Finding 2016-014

Recommendation - See Financial Statement Finding # 2017-009.

Views of Responsible Officials - The City's Corrective Action Plan is presented on Appendix A.

Finding:

Finding 2017-015 Non-compliance resulting from (L) grant reporting requirements

Finding Type: Material Weakness

Program Tested: CFDA No. 97.036: Disaster Grants – Public Assistance (Presidentially Declared Disasters)

Criteria - Progress status reports are required quarterly in accordance with 2 CFR 200 policy requirements.

Condition - Quarterly progress reports for disaster-related expenditures were found to be inaccurate or unavailable. These quarterly reports are prescribed in the City's executed State-Local Disaster Assistance Agreement and, pursuant to that agreement, the City is required to document the anticipated completion date for each project, together with any other circumstance that may affect the completion date, the scope of the work, the project costs, and any other factors that may affect compliance with the Agreement.

CITY OF HATTIESBURG, MISSISSIPPI

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2017**

Section III - Federal Awards Findings and Questioned Costs (Cont.)

Finding 2017-015 Non-compliance resulting from (L) grant reporting requirements (Cont.)

Questioned Costs - Undetermined

Context - The City contracted with independent consultants in order to obtain assistance in the processing of disaster-related expenditures and to meet administrative requirements. The City did not effectively monitor the timely filings of accurate quarterly progress reports.

Cause - The City experienced significant administrative staff turnover in the months preceding the disaster, and whereas the City did obtain independent assistance of the processing of disaster-related transactions, there were no reliable monitoring procedures in place over the quarterly reporting requirements.

Effect - The City may be subject to disallowed costs or deobligation of funds as a result of non-compliance with failure to submit prescribed quarterly progress reports on a timely basis.

Recommendation - The City should immediately implement procedures that will result in the filing of all required quarterly progress reports.

Views of Responsible Officials - The City's Corrective Action Plan is presented on Appendix A.

CITY OF HATTIESBURG, MISSISSIPPI

AUDITEE CORRECTIVE ACTION PLAN

Year Ended September 30, 2017

APPENDIX A



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

Auditee Corrective Action Plan

The City of Hattiesburg respectfully submits the following corrective action plan

Audit Period: September 30, 2017

The findings discussed below are numbered consistently with the numbers assigned in the schedule of findings and questioned costs.

Corrective Action Plan for Financial Statement Findings

2017-001 Entity-Level Control Environment and Risk Assessment Processes

The City's Administration acknowledges the importance of the control environment and, in particular, the organizational structure, with the assignment of authority and responsibility in addressing risks relevant to the achievement of financial reporting objectives. The incoming Administration has initiated an entity-wide assessment of the existing organizational structure, and establishment and monitoring of internal controls will be an inherent component of this assessment. We expect this process to be completed by late fall, 2018.

Name of Responsible Person:	Ann Jones, Chief Administrative Officer; Connie Everett, Interim Chief Financial Officer
Name of Department Contact:	Ann Jones, Chief Administrative Officer
Expected Date of Completion:	Fall 2018

2017-002 Entity-Level Information, Communication and Monitoring

Please note in the section "Views of Responsible Officials": The City agrees with this finding in general, but with certain qualifications.

Auditee Corrective Action Plan (Cont.)

As noted in Finding 2017-002, the City "utilizes a centralized system of accounting for its budgetary cash basis transactions." This accounting system has consistently allowed for the accurate and timely financial reports that provide, at all times, a reliable monitoring of the City's compliance with its legally adopted budgets. There will typically be significant conversion procedures at year-end that are necessary for financial reporting purposes, and this will, we believe, be the norm for most local governments as opposed to the periodic accounting cut-off data for conversion from budgetary cash basis to financial reporting basis.

The Administration's efforts to promptly assess the existing internal control structure will incorporate the identification of opportunities to improve upon the production of financial information pursuant to specific items noted in Finding 2016-002. Some items, such as list of active Federal awards, will be implemented immediately. Other items, such as a list of debt compliance, have always been readily available.

Name of Responsible Person:	Connie Everett, Interim Chief Financial Officer
Name of Department Contact:	Lisa Hanson, Comptroller
Expected Date of Completion:	Fall 2018

2017-003 Timeliness of Financial Reporting

As noted in the City's response to Finding 2016-002, the City's accounting system does provide reliable and timely budgetary basis financial reporting. The Administration is committed to facilitating procedures that will allow for the financial reporting accounting conversion process at year-end to be completed on a timely basis in order to allow for the City to meet all financial reporting deadlines.

The Administration acknowledges that there are important reporting deadlines for the 2017 audit that have already not been met. It is our firm commitment to complete the 2017 audit as quickly and efficiently as possible. The Administration will ascertain that the 2018 audit reporting process meets all applicable deadlines.

Name of Responsible Person:	Connie Everett, Interim Chief Financial Officer
Name of Department Contact:	Lisa Hanson, Comptroller
Expected Date of Completion:	Fall 2018

2017-004 Financial Statement Adjustment, Close, and Disclosure

In 2017, the City's Comptroller was allowed to add a CPA to her existing staff. Finding 2017-004 emphasizes the "increasing complexity of financial reporting requirements", and it includes other notations that generally describe the difficulties encountered by the City in its financial accounting functions. Other points, including the need for a formal process for ensuring the accuracy and completeness of various peripheral systems and reconciliation procedures, are, in the opinion of the Administration, valid concerns.

Auditee Corrective Action Plan (Cont.)

As noted in our response to findings 2017-002 and 2017-003, the City will continue to produce reliable and timely budgetary basis accounting reports, and the Accounting Department will facilitate improved conversion procedures that are needed in order for the financial statements to be prepared in accordance with generally accepted accounting principles. We anticipate substantial improvements will be made in conjunction with the 2018 audit in the fall months of 2018.

Name of Responsible Person: Lisa Hanson, Comptroller
Expected Date of Completion: Fall 2018

2017-005 Municipal Court Fines

The Administration will assess the ongoing difficulties experienced pursuant to the court fines recordkeeping function. If the determination is made that additional training and/or independent Information Technology services are necessary, the City will immediately take corrective measures to allow for reliable financial statement reporting as well as compliance with applicable state law. This assessment began in August 2017 and is ongoing; other measures, if required, will be implemented in fall 2018.

Name of Responsible Person: Ann Jones, Chief Administrative Officer
Name of Department Contact: Ann Jones, Chief Administrative Officer;
Greg Ladner, Assistant to Mayor
Estimated Date of Completion: Will depend upon Information Technology assessment

2017-006 Water and Sewer Customer Accounts Receivable

The Administration will implement procedures to routinely prepare and reconcile Water and Sewer customer accounts receivable activity and balances periodically, along with a formal analysis of the collectability of outstanding balances in order to estimate the related allowances for doubtful accounts. The centralized accounting department does provide a daily tracking of recorded receipts in conjunction with the daily deposits at the bank, and this has provided a reliable internal control procedure. There may be a need, however, for the water and sewer billing office staff to assist in the maintenance of important subsidiary records that are subject to routine oversight by the accounting department.

Assessment of operations may reveal the need for additional training of personnel on accounting procedures, and the Information Technology staff may need to assist in facilitation of these shared responsibilities. Implementation began in fall 2017 and is ongoing.

Name of Responsible Person: Allen Howe, Director of Water and Sewer
Name of Department Contact: Wanda Turner, Office Manager
Estimated Date of Completion: Fall 2018

Auditee Corrective Action Plan (Cont.)

2017-007 Water and Sewer Billings

The Administration will assess the current organizational structure as it relates to the water and sewer billing function. In particular, the Administration will emphasize the need for periodic analysis procedures to be performed. We have initiated our efforts to ascertain any problems that may need to be addressed in order to implement these reports and agree that an enhanced role by the Customer Accounts staff may be appropriate. These initial efforts were begun in May 2018 and are ongoing.

Name of Responsible Person:	Allen Howe, Director of Water and Sewer
Name of Department Contact:	Wanda Turner, Office Manager
Estimated Date of Completion:	Fall 2018

2017-008 Water and Sewer Customer Meter Deposits

As noted in Finding 2017-007, the City will assess the current water and sewer organizational structure as a component of the Administration's entity-wide study of the existing assignment of responsibilities and personnel assessment. The improvements needed for meter deposit subsidiary records may require a reassignment of duties, improved reporting procedures and/or cross-training with existing accounting and Information Technology personnel. The importance of routine reconciliation procedures will be emphasized, and we anticipate these procedures to be implemented in fall 2018.

Name of Responsible Person:	Allen Howe, Director of Water and Sewer
Name of Department Contact:	Wanda Turner, Office Manager; Angie Sanford, Information Technology Manager
Estimated Date of Completion:	Fall 2018

2017-009 Capital Assets

The City will implement a comprehensive system of policies and procedures for accounting for capital assets. This system will accommodate both approved construction projects and acquisitions of assets achieved outside the routine cash disbursement process, as well as any contributions or transfers of fixed assets to the City. Additionally, fixed asset subsidiary records will include adequate descriptions to allow management to identify specific asset items, and the system will allow for periodic review by the City's management team for the identification of impaired assets or assets no longer in service. As noted, these procedures should allow for adequate training of employees for proper coding as well as ascertaining that capitalization policies and procedures are followed. The Administration will schedule capitalization policies and procedures training sessions for the various operating departments in fall 2018 to update responsible employees and answer any questions they may have.

Name of Responsible Person:	Connie Everett, Interim Chief Financial Officer; Ann Jones, Chief Administrative Officer
Name of Department Contact:	Lamar Rutland, Director of Engineering; Lisa Hanson, Comptroller
Estimated Date of Completion:	Fall 2018

Auditee Corrective Action Plan (Cont.)

2017-010 Procurement and Suspension and Debarment (I)
CFDA No. 20.205: Highway Planning and Construction

The City's Purchasing Department has the designated responsibility of monitoring compliance with the federal debarment and suspension regulations for contracts and subawards. Due to staffing changes over the past two years of department managers, as well as subordinate staff, this function was not assigned to a new staff person. This procedure should be conducted in the Purchasing Department, and current staff will be advised to reinstate this procedure.

Name of Responsible Person: Connie Everett, Interim Chief Financial Officer
Name of Department Contacts: Sylvester London, Assistant Division Manager and Michael Pope, Purchasing Assistant
Expected Date of Completion: Fall 2018

2017-011 Federal Expenditure Management (A/B, C, G, H, L)
CFDA No. 20.205: Highway Planning and Construction

The City acknowledges that detailed information distinguishing federal and non-federal expenditures is not easily identified within the current accounting structure. The ability to track expenditures in this manner does exist and will be implemented in the current accounting system. Supporting spreadsheets can be developed within the departments responsible for documenting federal and non-federal expenditures to provide added documentation.

Name of Responsible Person: Lamar Rutland, City Engineer
Expected Date of Completion: Fall 2018

2017-012 Non-Compliance Resulting from Deficiencies in Financial Statement Internal Control over Timeliness of Financial Reporting (L)

The Administration acknowledges that there are important reporting deadlines for submission of completed audits to the Federal Audit Clearinghouse. The City's position concerning current financial statement reporting abilities has been addressed in the response to Finding 2017-002 and Finding 2017-003. It is the incoming Administration's intent to explore updating financial software in order to more easily comply with financial reporting requirements. In the interim, efforts will be made to for timely completion of the 2018 audit.

Name of Responsible Persons: Lisa Hanson, Comptroller;
Connie Everett, Interim Chief Financial Officer
Name of Department Contact: Ann Jones, Chief Administrative Officer
Expected Date of Completion: Fall 2018 and ongoing

Auditee Corrective Action Plan (Cont.)

2017-013 Non-Compliance Resulting from Deficiencies in Financial Statement Internal Control over Financial Statement Adjustment, Close, and Disclosure (A/B, C, G, H L)

As discussed in the City's response to Financial Statement Finding 2017-004, the City has added to its Accounting Department staff an individual who has the capability of undertaking the more complex aspects of financial statement reporting, in order to ensure compliance with guidelines. In addition, as stated above, the City intends to explore updating the financial software in order to more easily comply with financial reporting requirements. In the interim, supplementary schedules can be developed to better track federal program costs and funds received and expended.

Name of Responsible Person: Lisa Hanson, Comptroller
Expected Date of Completion: Fall 2018 and ongoing

2017-014 Non-Compliance Resulting From Deficiencies in Financial Statement Internal Control over Capital Assets (A/B, F)

The City acknowledges that deficiencies exist in current procedure as to detailed accounting procedure for recording capital assets and accounting for federal grant monies associated with capital assets. The capability exists within the current accounting system for better segregation of federal and non-federal expenditures and allowable and unallowable costs. Supplementary schedules can be maintained in the City Engineer's office for projects that department oversees, in order to provide an additional level of detail and accountability.

Name of Responsible Persons: Lamar Rutland, City Engineer; Lisa Hanson, Comptroller;
Connie Everett, Interim Chief Financial Officer
Name of Department Contact: Ann Jones, Chief Administrative Officer
Expected Date of Completion: Fall 2018 and ongoing

Finding 2017-015 Non-compliance resulting from reporting requirements (L)

The City acknowledges that deficiencies existed in procedures related to timely reporting of quarterly project status records. Subsequent to the change in the municipal election in 2017, the city administration experienced several staffing changes and reassignment of responsibilities. The designation of Applicant-Agent for federal disaster reporting was reassigned, and this individual was unaware of the quarterly reporting requirements. During fiscal year 2018, this individual was trained as to the responsibilities of the Applicant-Agent with respect to the reporting requirements, and the deficiency has been corrected.

Name of Responsible Person: Kermas Eaton, City Clerk
Name of Department Contact: Ann Jones, Chief Administrative Officer
Expected Date of Completion: Fall 2018

CITY OF HATTIESBURG, MISSISSIPPI
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
Year Ended September 30, 2017



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

Summary Schedule of Prior Audit Findings Year Ended September 30, 2017

The following is an update of the prior audit findings and is prepared in accordance with Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

2016-001 Entity-Level Control Environment and Risk Assessment Process

Condition - This finding was a material weakness stating that entity-wide controls and procedures were not effectively initiated or implemented for corrective actions in response to material weaknesses and significant deficiencies in internal control identified in its financial statement audit for the year ended September 30, 2014.

Recommendation - The auditor recommended that the City take steps to implement corrective actions for identified material weaknesses and significant deficiencies in internal controls.

Current Status - In early 2018, the Administration implemented changes to the organizational structure, adding a Department of Finance and Procurement, and assigning responsibility for this function to the Chief Financial Officer. The change has provided improved communication and oversight for financial functions with the City Clerk and the Department of Administration. An additional accountant was hired in early 2017, and that position serves as liaison with the various city departments to ensure greater accountability and documentation of ongoing projects.

2016-002 Entity-Level Information, Communication and Monitoring

Condition - This finding was a material weakness stating that entity-wide controls and procedures did not effectively ensure that all information relevant to the financial reporting process was timely identified and communicated for assessment of financial reporting impact and for assimilation into the financial reporting process.

Recommendation - The auditor recommended that the City formalize its information, communications, and monitoring processes to ensure that data from external and internal sources is timely captured, retained, and available for financial reporting purposes. Management concurred with the recommendation and indicated that the procedures would be implemented.

Summary Schedule of Prior Audit Findings Year Ended September 30, 2017 (Cont.)

Current Status - As mentioned in the current status to Finding 2016-001, the additional accountant hired in 2017 has been assigned the responsibility of communicating with various city departments to ensure proper capture and documentation of financial information on various projects. This position is responsible for compiling and documenting information for federal awards, and preparation and maintenance of supplementary spreadsheets has been developed and is being utilized at this time. City Administration acknowledges that updating the financial software is necessary in order to properly report financial information in accordance with generally accepted accounting principles, and the Administration has engaged a consultant to perform a needs assessment. Evaluation of available software will be paired with the results of the needs assessment to determine the software best suited to the City's needs. Selection and implementation of updated financial software will follow. In the interim, greater emphasis is being placed on capture and documentation of required information, as stated above.

2016-003 Timeliness of Financial Reporting

Condition - This finding was a material weakness stating the City failed to meet financial reporting deadlines for submitting its financial statements for the year ended September 30, 2016.

Recommendation - The auditor recommended that the City should take steps to overhaul its financial reporting process to enable it to meet its legal, regulatory, and contractual financial reporting requirements.

Current Status - As stated in the current status to Finding 2016-002, the City has engaged a consultant to conduct a needs assessment to determine the appropriate financial software, as well as supplementary software for other city departments which can integrate with the financial software, to ensure the City's ability to meet the required reporting requirements. Upon selection of an audit firm to perform the 2016 and 2017 audits, the City officials stressed the importance of expeditious completion of the audits. As a result, the 2016 audit was completed in six months, and the 2017 audit is expected to be complete in November 2018. The 2018 audit will begin immediately thereafter.

2016-004 Financial statement Adjustment, Close, and Disclosure

Condition - This finding was a material weakness stating that the City's internal accounting controls were not sufficient to ensure that transactions and account balances were properly reported in conformity with bases of accounting required by generally accepted accounting principles .

Recommendation - The auditor recommended that the City assess the quality of existing peripheral processes and implement effective control procedures to ensure that data maintained therein is accurate and that errors or irregularities are prevented or timely detected and corrected. Management concurred with the recommendation and indicated that the procedures would be implemented.

Summary Schedule of Prior Audit Findings Year Ended September 30, 2017 (Cont.)

Current Status - As stated in the current status to Finding 2016-002, a needs assessment and subsequent selection and implementation of updated financial software is underway. The Administration acknowledges that during the period 2014 – 2017, staffing changes due to retirements resulted in loss of institutional knowledge which had, in the past, afforded timely and accurate production of financial information at year-end. The Administration has taken steps to provide the needed support and institutional knowledge to ensure improvement in this area through the hiring process and subsequent training of current staff.

2016-005 Municipal Court Fines

Condition - This finding was a material weakness stating that the City's internal controls are not adequate to ensure that Municipal Court fines are properly valued and reported.

Recommendation - The auditor recommended that the City generate, reconcile, review, and retain monthly receivable detail and summary reports, including agings of outstanding fines account balances and that the City analyze periodic reports and related trends in assessing collectability and in estimating the allowance for doubtful accounts. Management concurred with the recommendation and indicated that the procedures would be implemented.

Current Status - . The Administration reorganized the Municipal Court system in 2018, with selection of new judges and support personnel. The staff has been analyzing the court software and obtaining training in order to assess modifications necessary to meet reporting requirements. The City has engaged auditors to work with Court personnel to assess prior years' data to determine outstanding fines account balances to correct reporting deficiencies. It is believed that, with additional staff training and assessment of software modifications needed, that the Court software will be adequate to provide accurate data presentation. The needs assessment being conducted, as mentioned in the current status to Finding 2016-002, will serve to determine whether the current Court software will be compatible with future selection of financial reporting software.

2016-006 Water and Sewer Customer Accounts Receivable

Condition - This finding was a material weakness stating that the City's internal controls for recording and reconciling customer account balances outstanding are not sufficient to ensure that account balances are accurate and reflect valid amounts receivable and that collectability is properly evaluated.

Recommendation - The auditor recommended that the City develop and implement procedures to routinely prepare and reconcile Water and Sewer customer accounts receivable activity and balances at each interim period and that formal analysis of collectability of outstanding balances should be prepared to estimate the related allowance for doubtful accounts. Management concurred with the recommendation and indicated that the procedures would be implemented.

Summary Schedule of Prior Audit Findings Year Ended September 30, 2017 (Cont.)

Current Status - . The Administration adjusted the organization structure of the Water & Sewer Department by placing responsibility for the Billing Office with the Water & Sewer Director. (It was previously the responsibility of the Director of Administration.) Review of current procedures has been completed, and adjustments have been made for better accountability and communication with the service departments. An outside company has been contracted with to aid in evaluation of water meter performance in order to assess lost revenue. Non-functioning meters are being replaced. New procedures are assessed after implementation to determine their viability, and adjustments are made as needed.

2016-007 Water and Sewer Billings

Condition - This finding was a material weakness stating that the City's internal controls do not include analysis of accounting data in conjunction with underlying operations data for Water and Sewer volumes processed and billed, and that the City does not formally document, reconcile, and monitor adjustments to customer billings to ensure propriety and accuracy.

Recommendation - The auditor recommended that the City install meters at all City facilities to monitor volumes used and to generate periodic reports of City usage in order to monitor economic resources and system usage to facilitate effective management of unaccounted for volumes.

Current Status - Adjustments to the use of a work order system in conjunction with the method by which problems, such as water leaks, are reported has resulted in shorter response time in addressing problem areas. Engineering analysis of areas where aging infrastructure could contribute to unaccounted for water losses has been conducted and priority for repairs established. Feasibility of metering city properties to measure unbilled water usage has been reviewed, and the formula by which unaccounted for water loss has also been reviewed for accuracy.

2016-008 Water and Sewer Customer Meter Deposits

Condition - This finding was a material weakness stating that the City's liability for customer meter deposits does not agree to its customer detail records, and that meter deposits are not timely and effectively reconciled.

Recommendation - The auditor recommended that the City perform a review of its subsidiary records of customer meter deposits and perform timely reconciliations at interim periods.

Current Status - The Billing Office, with the assistance of the Information Technology department, has begun the process of reconciling outstanding meter deposits. Each account is reviewed to determine whether the deposit was returned and, if so, that account is removed from the outstanding balance list. Additionally, meter deposits are now applied to the final bill when a customer closes an account, thereby reducing or eliminating a deposit balance. Once the review is complete, the Billing Office will develop the procedures necessary to reconcile and account for the meter deposits on hand.

Summary Schedule of Prior Audit Findings Year Ended September 30, 2017 (Cont.)

2016-009 Capital assets

Condition - This finding was a material weakness stating that the City did not appropriately identify and accurately capture, maintain, and report activity and balances relating to capital assets.

Recommendation - The auditor recommended that the City implement policies and procedures to initially identify capital asset transactions, enhance detail data maintained, perform periodic reconciliations of detail, review propriety of account coding, and recommendation and indicated that the procedures would be implemented.

Current Status - The Accounting Department has obtained additional training for and has implemented use of a subsidiary asset management system, which will capture asset information and provide the needed reports. The Chief Financial Officer will provide additional oversight to ensure that this subsidiary system is updated throughout the year. The City's staff engineer, as well as engineer consultants, will be included when assessing potential impairment as well as reporting construction in progress.

2016-010 Procurement and Suspension and Debarment (I)
CFDA No. 20.205: Highway Planning and Construction

Condition - This finding was a material weakness stating that the City did not have adequate internal controls in place to monitor compliance with the federal debarment and suspension regulations for contracts and subawards.

Recommendation - The Auditor recommended that the City implement procedures to ensure compliance with debarment and suspension regulations for contracts related to federal programs.

Current Status - Not corrected. In September 2018, the City Council adopted an amendment to the City's procurement manual establishing procedures for monitoring compliance with federal debarment and suspension regulations when selecting vendors for materials or services which are funded in whole or in part with federal grants. Implementation of this procedure began immediately.

2016-011 Federal Expenditure Management (A/B, C, G, H, L)
CFDA No. 20.205: Highway Planning and Construction

Condition - This finding was a material weakness stating that federal and non-federal expenditures were not readily identifiable from grant records maintained by the City for the year ended September 30, 2015.

Recommendation - The auditor recommended that the City should implement procedures to maintain comprehensive schedules of program expenditures that distinguish Federal and non-federal expenditures and identifying matching funds provided. Management concurred with the recommendation and indicated that the procedures would be implemented.

Summary Schedule of Prior Audit Findings Year Ended September 30, 2017 (Cont.)

Current Status - As stated in the current status to Finding 2016-002, the accountant hired in 2017 has been assigned the responsibility federal expenditure management. Spreadsheets have been developed and are being utilized for each project, identifying expenditures as federal and non-federal, as well as identifying matching funds received.

With respect to capture of administrative costs on federally funded programs, the Metropolitan Planning Organization department charges a 10% administrative overhead on eligible expenditures (personnel and travel). This is the de minimis rate allowable by the Uniform Guidance. The Guidance indicates that if/when using the de minimis rate, no negotiation is necessary. The City does not charge an overhead rate on other grants because, in many cases, it is impractical and in some cases it may not be allowed. The MPO serves other jurisdictions besides the City of Hattiesburg, and charging the de minimis rate is the least the MPO can do to ensure that ancillary services rendered for the benefit of those other jurisdictions are at least minimally recouped.

2016-012 Non-compliance resulting from deficiencies in the financial statement internal control over timeliness of financial reporting (L)

Condition - This finding was a material weakness stating that the City did not timely submit the required annual reporting package to the Federal Audit Clearinghouse.

Recommendation - The auditor recommended that the City implement procedures to overhaul the financial reporting process to enable it to meet its legal, regulatory and contractual financial reporting requirements. Management concurred with the recommendation and indicated that the procedures would be implemented.

Current Status - As stated in current status to Findings 2016-002 and 2016-003, the City has retained a consultant to conduct a needs assessment for the purpose of updating the financial software, as well as determining the software needs of other city departments. The City officials have also engaged an alternate audit firm to conduct the 2016 and 2017 audits, and stressed the importance of expeditiously producing the audits. The 2016 audits is complete, and the 2017 audit is very near completion. It is expected that the 2018 audit will begin in November 2018.

2016-013 Non-compliance resulting from deficiencies in financial statement internal control over financial statement adjustment, close and disclosure (A/B, C, G, H, L)

Condition - This finding was a material weakness for the CDBG and Airport Improvement projects and a significant deficiency for the Highway Planning and Construction project stating that the City did not distinguish allowable federal program costs from ineligible costs, distinguish federal expenditures from non-federal expenditures or specifically identify costs used to meet match and cost-sharing requirements.

Recommendation - The auditor recommended that the City implement procedures to address deficiencies in its financial statement adjustment, close and disclosure processes, specifically to address procedures related to the annual conversion process from budgetary cash basis accounting records to the bases of financial reporting required under U.S. GAAP. Management concurred with the recommendation and indicated that the procedures would be implemented.

Summary Schedule of Prior Audit Findings Year Ended September 30, 2017 (Cont.)

Current Status - As stated in the current status to Finding 2016-002, the Accounting Department now has an accountant assigned with the task of developing spreadsheets to document expenditures on federally funded projects and properly segregate federal and non-federal expenditure amounts. These procedures have been implemented and are currently in use.

With respect to capture of administrative costs on federally funded programs, the Metropolitan Planning Organization department charges a 10% administrative overhead on eligible expenditures (personnel and travel). This is the de minimis rate allowable by the Uniform Guidance. The Guidance indicates that if/when using the de minimis rate, no negotiation is necessary. The City does not charge an overhead rate on other grants because, in many cases, it is impractical and in some cases it may not be allowed. The MPO serves other jurisdictions besides the City of Hattiesburg, and charging the de minimis rate is the least the MPO can do to ensure that ancillary services rendered for the benefit of those other jurisdictions are at least minimally recouped.

2016-014 Non-compliance resulting from deficiencies in financial statement internal control over capital assets (A/B, F)

Condition - This finding was a material weakness stating that the City did not adequately account for its capital projects funded by Federal awards and that project detail records do not adequately identify allowable and unallowable costs or matching funds.

Recommendation - The auditor recommended that the City implement procedures to develop and implement a comprehensive system for accounting for capital assets, including construction projects, that will incorporate policies and procedures for recording and valuing capital asset additions, with segregation for those purchased or constructed with federal funds. Management concurred with this recommendation and indicated that the procedures would be implemented.

Current Status - The Accounting Department is now using a subsidiary asset management software, which will track capital assets, including construction projects. This system, in conjunction with other subsidiary spreadsheets can also identify expenditures which purchased or constructed with federal funds. Communication with the City Engineer to ascertain that all such projects are appropriately documented will be part of the process.



Schedule 5

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH STATE LAWS AND REGULATIONS

To the Honorable Mayor and City Council
City of Hattiesburg, Mississippi

We have audited the basic financial statements of the City of Hattiesburg, Mississippi as of and for the year ended September 30, 2017, and have issued our report dated November 15, 2018. We have conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Governmental Auditing Standards*.

As required by the state legal compliance audit program prescribed by the Office of the State Auditor, we have also performed procedures to test compliance with certain state laws and regulations. However, providing an opinion on compliance with state laws and regulations was not the objective of our audit and, accordingly, we do not express such an opinion.

The results of those procedures and our audit of the general purpose financial statements disclosed material instances of noncompliance with State laws and regulations. Our findings and recommendations and your responses are as follows:

Finding 1 - Fixed Asset Accounting

The City's procedures for determining the total acquisition cost of fixed assets and maintaining fixed asset detail did not comply with accounting system procedures prescribed by the Municipal Auditing and Accounting Guide.

Criteria, Context, and Condition

The property accounting system must follow prescribed procedures for recording acquisition cost of fixed assets, and certain professional fees, such as appraisal, architectural, engineering, and legal fees, should also be capitalized into fixed asset records. Additionally, the City's property accounting system must maintain the required fixed asset data elements as listed in the Municipal Auditing and Accounting Guide.

- 115 -



HATTIESBURG
2 Southern Pointe Parkway, Suite 100
Hattiesburg, MS 39401-8025

P. O. Drawer 15099
Hattiesburg, MS 39404-5099

COLUMBIA
150 Old Highway 98 E
Columbia, MS 39429-6447

P. O. Box 609
Columbia, MS 39429-0609

GULFPORT
2019 23rd Avenue
Gulfport, MS 39501-2968

P. O. Box 1842
Gulfport, MS 39502-1842

To the Honorable Mayor and City Council
City of Hattiesburg, Mississippi

Recommendation

The Administration should implement procedures to properly capture and maintain fixed asset detail, including the required data elements, in accordance with prescribed procedures.

Response

The City Administration agrees with this finding, and management is in the process of implementing a corrective action plan to address all fixed asset recordkeeping requirements.

Finding 2 - City Court Accounting Procedures

The City's accounting procedures for Municipal Court fines receivable are not in compliance with accounting system procedures prescribed by the State Auditor under Mississippi law. Noncompliance with prescribed Court accounting procedures is a recurring finding. See also related Findings 3 and 4.

Criteria, Context, and Condition

Pursuant to Mississippi Code Section 21-23-11 and the Municipal Auditing and Accounting Guide issued by the Office of the State Auditor. The City must maintain separate accounting records for the Municipal Court; the Court records must include an accounts receivable system that allows for balancing receivable accounts monthly, and periodic analysis of aging data. Relevant reports should be made to the judge and City Council as those parties may require. In addition, pursuant to Mississippi Code Section 99-19-73 and the Municipal Auditing and Accounting Guide, State-imposed Court assessments collected by the Municipal Court must be settled monthly with the Department of Finance and Administration.

Although the City routinely records fines by case and posts collections against those fines in a subsidiary ledger system, it was unable to generate an accurate summary or aging of outstanding accounts as of September 30, 2017 or during the year then ended. Further, the City did not provide related reports to the judge and City Council during the year ended September 30, 2017.

City procedures do not include reconciliation or roll-forward of gross case activity. In addition, subsidiary account records do not include complete information from which to generate reports of fines which have met criteria for accounting recognition. Further, subsidiary account records are not adequately controlled to ensure completeness, accuracy, and integrity of data. Allocation of cash collections among City fines and various State-imposed assessments is not verified for accuracy or reconciled to periodic changes in balances of underlying detail.

To the Honorable Mayor and City Council
City of Hattiesburg, Mississippi

The City undertook a project to assess deficiencies in its Court accounting and reporting system in order to develop a corrective action plan. However, development of an appropriate corrective action plan had not been completed as of the date of this report.

Recommendation

The Administration should immediately implement procedures to ensure completeness and integrity of Court data. The City should implement procedures to produce periodic detail reports of outstanding balances and case fine activity, as well as to timely reconcile related balances. Ongoing assessment of the adequacy of the case management software applications utilized by the Municipal Court should be completed, and the City's corrective action plan should address any noted accounting or reporting limitations. Use of peripheral applications and procedures should be commenced immediately to address and contain identified deficiencies in existing systems. Periodic reports should be made to the judge and the City Council and should include balances of outstanding fines, aging of outstanding accounts, and related roll-forwards and analyses of activity. Activity roll-forwards should include, at a minimum, beginning balances, new case dispositions, collections, nonmonetary credits, other adjustments, and ending balances. In addition, reports of corresponding assessments payable on fines should be periodically produced, reconciled, analyzed, and provided to the judge and the City Council.

Response

The City Administration agrees with this finding. As of July 2017, the newly elected Administration has undertaken the task of assessment of the Municipal Court operations. All aspects of operations will be assessed, from current software to personnel. If current software is deemed inadequate to satisfy the City's Court functions, as well as those required by State of Mississippi reporting, the City's Information Technology Department will assist Municipal Court personnel with reviewing and procuring new software. Additionally, personnel will be evaluated during this process to determine what training may be necessary to ensure optimal functioning of the department.

Finding 3 - Municipal Court Docket and Minutes

For the year ended September 30, 2017, the City did not maintain permanent dockets or minute records of Municipal Court actions as required by State law.

To the Honorable Mayor and City Council
City of Hattiesburg, Mississippi

Criteria, Context, and Condition

Mississippi Code Section 21-23-11 requires the clerk of the Municipal Court to keep permanent dockets of all cases, as well as a minute record of all orders and judgments. Pursuant to that Code section, one record may serve as both the docket record and the minute record. However, for the year ended September 30, 2017, the City did not maintain a permanent, unalterable docket of cases or minute record of Court actions on those cases. Instead, physical dockets used in Court were discarded upon data entry into application software. Internal controls over case entry and adjustment were not adequate to ensure completeness or accuracy of data. Further, since dockets and case activity maintained electronically could be subsequently altered, such records did not meet the standard of permanence required for dockets or provide a reliable minute record as required by Mississippi law.

Recommendation

The Administration should immediately implement procedures to retain physical Municipal Court dockets, upon the face of which all orders and judgments of the Court are entered, to serve as the combined permanent docket and minute record. Those permanent records should be reconciled periodically to case data recorded in subsidiary systems, and differences or exceptions should be timely investigated and resolved.

Response

The City Administration agrees with this finding, and management has developed a corrective action plan for addressing this issue. Initial phases of the corrective action plan, which ensure that all physical Court dockets are permanently retained, are being implemented. Additional phases for reconciling permanent docket detail to recorded case data are in the process of implementation and are expected to be fully implemented by fall 2018. In addition, the City's Administration will be assessing current software to determine if conversion to a new system is warranted. The Information Technology Department will assist in assessment efforts to determine corrective measures necessary to address reporting deficiencies.

Finding 4 - Control over Police Tickets

For the year ended September 30, 2017, the City did not maintain effective control over issued and unissued Police ticket books in accordance with the Municipal Auditing and Accounting Guide.

To the Honorable Mayor and City Council
City of Hattiesburg, Mississippi

Criteria, Context, and Condition

Pursuant to Mississippi Code Section 63-9-21 and the Municipal Auditing and Accounting Guide require that the City must maintain certain records related to uniform traffic tickets used by police officers. The clerk of the Municipal Court is required to keep a record of all traffic ticket books issued, including to whom those books are issued, and is required to maintain and account for all such ticket books in accordance with prescribed procedures.

During the year ended September 30, 2017, the City did not maintain complete records of ticket books, issue them consecutively, or account for tickets issued and returned.

Recommendation

The City should immediately implement procedures to control issuance, recordkeeping, and monitoring of uniform traffic ticket books in accordance with procedures prescribed by State law and the Office of the State Auditor.

Response

The City Administration agrees with this finding and will be performing a full assessment of current software and department procedures to determine necessary changes. Implementation may necessitate additional training of personnel and/or procurement of new or additional software to implement a corrective action plan related to Municipal Court accounting records, which will incorporate procedures related to control over Police tickets.

Finding 5 - Vehicle Markings

During fiscal year 2017, not all City vehicles were appropriately marked pursuant to Mississippi Code of 1972, Annotated. Noncompliance with vehicle marking procedures is a recurring finding.

Criteria, Context, and Condition

Section 25-1-87, Mississippi Code of 1972, Annotated, requires that all municipal vehicles, except police vehicles used for undercover operation and authorized by governing authorities, be marked in accordance with specified standards regarding nature, size and color contrast.

Determination was made that not all City-owned vehicles have proper markings as required under State law.

To the Honorable Mayor and City Council
City of Hattiesburg, Mississippi

Recommendation

The City should take necessary steps to ensure that all of their vehicles have proper markings as required by law, and that the Administration assign responsibility for the continued compliance with these requirements to appropriate official(s).

Response

The City Administration agrees with this finding and has implemented procedures under which all purchased vehicles will be marked with standard signage applied by the Public Works department mechanical shop.

Finding 6 - Annual Inventory of Assets

The City did not conduct an annual inventory of its assets in accordance with the guidelines established by the Office of the State Auditor.

Criteria, Context, and Condition

The Municipal Audit and Accounting Guide published by the State of Mississippi Office of the State Auditor requires municipalities to conduct a "thorough inventory of all fixed assets" at the end of each fiscal year in order to verify the existence of all fixed assets. The Municipal Audit and Accounting Guide also prescribes inventory procedures to be followed, including the assignment of the general oversight of the inventory process to an appropriate municipal officer, the use of inventory forms and a tagging system, and the investigation of discrepancies and missing inventory tags.

Recommendation

The City should follow the specific instructions of the Municipal Audit and Accounting Guide in order to update the City inventory records. This process, as prescribed by the Office of the State Auditor, must be considered to be an important legal compliance procedure that must be performed at the end of each fiscal year.

Response

The City Administration agrees with this finding and has implemented procedures to update the City's detailed fixed asset inventory records. Additionally, the prescribed update of inventory records will be completed at the end of each fiscal year on a timely basis.

To the Honorable Mayor and City Council
City of Hattiesburg, Mississippi

Finding 7 - Municipal Compliance Questionnaire

The City did not complete the Municipal Compliance Questionnaire for fiscal year 2017 on a timely basis as prescribed by the Municipal Audit and Accounting Guide.

Criteria, Context, and Condition

The Municipal Audit and Accounting Guide published by the State of Mississippi Office of the State Auditor requires that the Municipal Compliance Questionnaire be completed at the end of the municipality's fiscal year and be entered onto the official minutes of the governing authorities at their next regular meeting. The City did not complete the fiscal year 2017 questionnaire in the manner prescribed in the Guide.

Recommendation

The City should complete the Municipal Compliance Questionnaire each year at its first regularly scheduled City Council meeting in October and the questionnaire should be recorded into the official minutes.

Response

The City Administration did prepare the fiscal year 2017 Municipal Compliance Questionnaire for inclusion into the official minutes in March 2018. The City will ascertain that future Municipal Compliance Questionnaires will be completed at the end of each fiscal year for inclusion in the minutes of the first scheduled October City Council meeting.

[See also Schedule 4 - Schedule of Findings and Questioned Costs.]

The Office of the State Auditor or a public accounting firm will review, on a subsequent year's audit engagement, the findings in this report to ensure that corrective action has been taken.

This report is intended for the information of the City of Hattiesburg, Mississippi's management, Honorable Mayor and the City Council, and the Mississippi Office of the State Auditor and is not intended to be and should not be used by anyone other than these specified parties. However, this report is a matter of public record and its distribution is not limited.



Hattiesburg, Mississippi
November 15, 2018

THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION

hereby recognizes

Sharon Waits
City of Hattiesburg

for completing 7 Professional Development Hours during

*The Local Public Agency Process
Training & Certification.*

OCTOBER 18, 2017

DATE CERTIFICATE VALID
FOR TWO YEARS FROM DATE
OF ISSUE



Shirley Johnson

SHIRLEY JOHNSON
MS LTAP DIRECTOR



HATTIESBURG-PETAL-FORREST-LAMAR METROPOLITAN PLANNING ORGANIZATION
308 Newman Street · Hattiesburg, Mississippi 39401 · (601)545-6259 · FAX: (601)545-6327

March 25, 2019

TO: David H. Seyfarth, P.E., District 6 LPA Engineer
Mississippi Department of Transportation

From: Calvin Russell, Jr., MPO Division Manager
Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization

Route: Lincoln Road Project #122

RE: Lincoln Road Project #122

This letter will serve as notice to the Mississippi Department of Transportation that the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization acknowledges the City of Hattiesburg is requesting activation of the City of Hattiesburg –**Lincoln Road** project #122. It is the understanding of the HPFL-MPO that this project will be funded with funds in the amount of \$2,300,000 Federal funds and \$1,047,000 in local funds.

The HPFL-MPO Policy Committee approved and adopted the 2019-2022 Transportation Improvement Plan for the Hattiesburg-Petal-Forrest-Lamar Urbanized Area and has submitted the local TIP for inclusion on the State Transportation Improvement Plan (STIP) and was advertised for comment utilizing the MPO Public Participation Plan process. The TIP remains a staged, fiscally constrained, multiyear program of the Hattiesburg Urbanized Area as adopted on September 10, 2018.

If you should have any additional questions, please contact me at 601-545-6259.

Respectfully,

Calvin Russell, Jr.

Calvin Russell, Jr.
HPFL-MPO Division Manager

CR/aw

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **2nd** day of **April, 2019**, the following Resolution:

RESOLUTION 2019-130

**CITY OF HATTIESBURG, MISSISSIPPI
RESOLUTION TO INITIATE THE
DRAINAGE STUDY OF GORDON’S CREEK IN RELATION TO THE RE-
CONSTRUCTION OF LINCOLN ROAD**

WHEREAS, the City of Hattiesburg requests that the Mississippi Department of Transportation initiate the Drainage Study of Gordon’s Creek in Relation to the Re-construction of Lincoln Road, described herein; and

WHEREAS, this project will consist of a drainage study of Gordon’s Creek from Interstate 59 to U.S. Highway 49; and

WHEREAS, a portion of the engineering costs will be paid by the City of Hattiesburg; and

WHEREAS, the City of Hattiesburg understands that the Federal Funds available for this project are \$150,000.00.

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

The Mayor and City Council request that the Mississippi Department of Transportation initiate the Drainage Study of Gordon’s Creek in Relation to the Re-construction of Lincoln Road.

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

<u>YEAS:</u>	<u>NAYS:</u>	<u>ABSENT:</u>
George	None	None
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the Resolution adopted this the **2nd** day of **April, 2019**.

(S E A L)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 2nd day of April, 2019.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

March 25, 2019

David H. Seyfarth, P.E.
District 6, LPA Coordinator
Mississippi Department of Transportation
16499 B Highway 49
Saucier, MS 39574-9740

Re: DRAINAGE STUDY OF GORDON'S CREEK IN RELATION TO THE RE-CONSTRUCTION OF LINCOLN ROAD
CITY OF HATTIESBURG
PROJECT ACTIVATION REQUEST

Dear Mr. Seyfarth:

The City of Hattiesburg respectfully requests that the Mississippi Department of Transportation initiate the above referenced project. This project will consist of a drainage study of Gordon's Creek from Interstate 59 to U.S. Highway 49.

Enclosed please find a copy of the resolution adopted by the City on April 2, 2019 which requests that the project be initiated by MDOT, a letter from the Hattiesburg Petal Forrest Lamar MPO acknowledging this request, a vicinity map, a copy of the director's LPA Certificate, and a copy of our most recent audit report.

In an effort to facilitate the completion of the project, I am delegating authority to Lamar Rutland, P.E., Engineering Director for the city of Hattiesburg as the Chief LPA Official, phone: (601) 545-4540, email: lrutland@hattiesburgms.com.

The LPA Project Director for the City regarding this project will be Sharon Waits, phone: (601) 545-4540, email: swaits@hattiesburgms.com.

Thank you for your attention in this matter.

Sincerely,

Toby Barker
Mayor, City of Hattiesburg

Enclosures

THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION

hereby recognizes

Sharon Waits
City of Hattiesburg

for completing 7 Professional Development Hours during

*The Local Public Agency Process
Training & Certification.*

OCTOBER 18, 2017

DATE CERTIFICATE VALID
FOR TWO YEARS FROM DATE
OF ISSUE



Shirley Johnson
SHIRLEY JOHNSON
MS LTAP DIRECTOR



HATTIESBURG-PETAL-FORREST-LAMAR METROPOLITAN PLANNING ORGANIZATION
308 Newman Street · Hattiesburg, Mississippi 39401 · (601)545-6259 · FAX: (601)545-6327

March 25, 2019

TO: David H. Seyfarth, P.E., District 6 LPA Engineer
Mississippi Department of Transportation

From: Calvin Russell, Jr., MPO Division Manager
Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization

Route: Lincoln Road Project #122

RE: Lincoln Road Project #122

This letter will serve as notice to the Mississippi Department of Transportation that the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization acknowledges the City of Hattiesburg is requesting activation of the City of Hattiesburg –**Lincoln Road** project #122. It is the understanding of the HPFL-MPO that this project will be funded with funds in the amount of \$2,300,000 Federal funds and \$1,047,000 in local funds.

The HPFL-MPO Policy Committee approved and adopted the 2019-2022 Transportation Improvement Plan for the Hattiesburg-Petal-Forrest-Lamar Urbanized Area and has submitted the local TIP for inclusion on the State Transportation Improvement Plan (STIP) and was advertised for comment utilizing the MPO Public Participation Plan process. The TIP remains a staged, fiscally constrained, multiyear program of the Hattiesburg Urbanized Area as adopted on September 10, 2018.

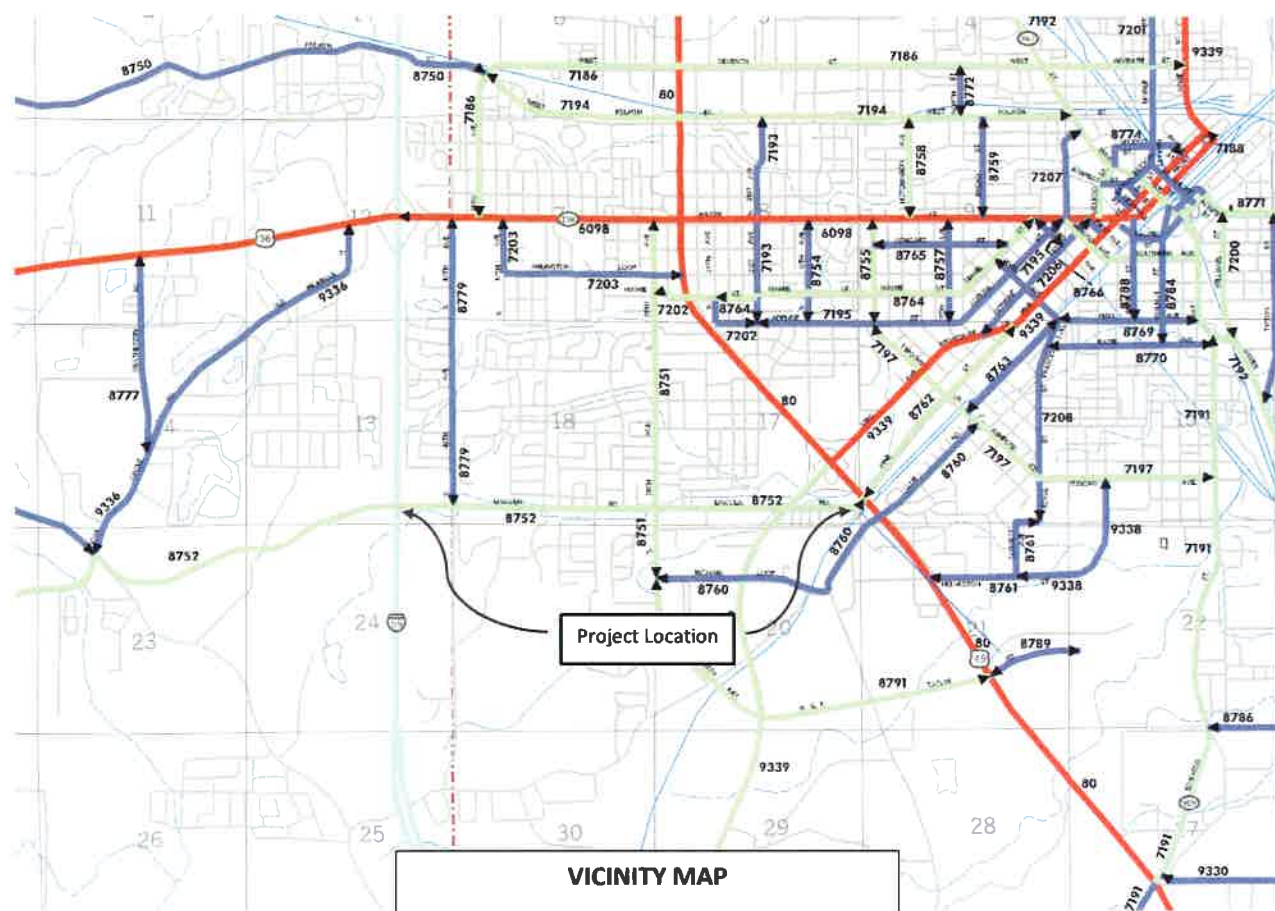
If you should have any additional questions, please contact me at 601-545-6259.

Respectfully,

Calvin Russell, Jr.

Calvin Russell, Jr.
HPFL-MPO Division Manager

CR/aw





City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2019-262

File ID: 2019-262

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Andrew Ellard

File Created: 03/25/2019

Brief Title: Small Cell Facility - Ordinance Amendment

Final Action: 04/02/2019

Minute Book Number: MB 2019-88

Title:

Adopt an ordinance amending Ordinance No. 3236 as it relates to Small Cell Technology in the City's rights-of-way.

Notes:

Agenda Date: 04/02/2019

Indexes:

Agenda Number: V.-8

Sponsors:

Enactment Date:

Attachments: 2019 Amendment - Final, Executed Ordinance 3251 - small cell technology

Enactment Number:

Contact:

Meeting Date: 04/02/2019

Drafter: Andrew Ellard

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/02/2019	Adopt				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member Delgado to Adopt an Ordinance (#3251) amending Ordinance No. 3236 as it relates to Small Cell Technology in the City's rights-of-way.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2019-262

Title

Adopt an ordinance amending Ordinance No. 3236 as it relates to Small Cell Technology in the City's rights-of-way.

Summary

Small Cell Facility - Ordinance Amendment

Budget Information

Expenditure Type

Purchasing Item

Publication Information

ORDINANCE NO. _____

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE AMENDING ORDINANCE NO. 3236 AS IT RELATES TO SMALL CELL TECHNOLOGY IN THE CITY'S RIGHTS-OF-WAY.

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

Section 1. That the ordinance be amended by repealing SECTION 18 regarding Small Cell Technology Facilities in its entirety and be replaced with the following section of the same topic:

SECTION 18. Small Cell Technology Facilities.

SECTION 18a. Definitions.

The terms below have the following meanings for purposes of this ordinance.

(1) "Abandonment" or "Abandon(s)" means that, following the placement of DAS and/or Small Cell Technologies Facilities (and associated Accessory Equipment) or Support Structures in the City pursuant to a permit issued to a Provider or an Applicant, any of the following has occurred:

- (a) for any reason the Facilities cease to be used to transmit signals, data or messages or otherwise be used for their intended purposes for a period of six (6) months or more;
- (b) the City revokes the permit for placement and use of those Facilities due to nonpayment of applicable fees, the failure of the Provider or Applicant to comply with conditions in the permit or in this ordinance concerning them, or other valid reason; or
- (c) the Provider or Applicant fails to perform any of its responsibilities, obligations and requirements in this ordinance or in a permit that relate to the installation, construction, maintenance, use or operation of the Facilities, Accessory Equipment or Support Structures, and that breach remains uncured for a period of six (6) months after the City provides written notice of the breach to the Provider or Applicant.

(2) "Accessory Equipment" means any equipment other than an antenna that is used in conjunction with DAS and/or Small Cell Technology Facility arrangements. This equipment may be attached to or detached from a DAS and/or Small Cell Technology Wireless Support Structure, and includes, but, is not limited to, cabinets, optical converters, power amplifiers, radios, DWDM and CWDM multiplexers, microcells, radio units, fiber optic and coaxial cables, wires, meters, pedestals, power switches, and related equipment on a Support Structure. The term does not include the structure or improvements on, under, or within which the equipment is collocated, wireline backhaul facilities, coaxial or fiber optic cable that is between wireless support structures or utility poles or coaxial or fiber optic cable that is otherwise not immediately adjacent to, or directly associated with, an antenna.

(3) "Antenna" means communications equipment that transmits and receives electromagnetic radio signals, is attached to a DAS and/or Small Cell Technology Wireless Support Structure and is used to communicate wireless service.

(4) "Applicant", whether singular or plural, means a Personal Wireless Service Provider, Wireless Infrastructure provider, or an entity (including one that is not a Provider) that is authorized by a Personal Wireless Service Provider to apply for or receive a permit to install, construct, manage, modify or maintain a DAS and/or Small Cell Technology Facility and related Accessory Equipment or Support Structure in the City, or an entity certificated by the Mississippi Public Service Commission to provide telecommunication service.

(5) "Application" means a formal request submitted to the City for a permit to install, construct, modify or maintain a DAS and/or Small Cell Technology Facility and related Accessory Equipment or Support Structure.

(6) "City" means the City of Hattiesburg, Mississippi.

(7) "City Council" means the City Council of the City of Hattiesburg, Mississippi.

(8) "City Engineer" means the person appointed by the Mayor and confirmed by the City Council as the Director of the Department of Engineering, which is responsible for the administration of this ordinance.

(9) "Collocation" means the placement or installation of a new DAS and/or Small Cell Wireless Technology Facility or related Accessory Equipment on an existing pole or other Support Structure that is owned, controlled or leased by a utility, the City, or other person or entity.

(10) "DAS" or "Distributed Antenna System" is a network of spatially separated Antenna sites connected to a common source that provides wireless service within a geographic area or structure.

(11) "Distributed Antenna System Facilities and/or Small Cell Technology Facility(ies)" or "Facilities", whether singular or plural, means and includes the following types of structures: (a) antenna; and (b) associated Accessory Equipment.

(12) "Personal Wireless Service Provider" or "Provider" means an entity that provides personal wireless communication services to the public or citizens of the City on a commercial basis and is authorized by the FCC to provide those services.

(13) "Private Property" means real property located in the City that does not lie within the Right of Way.

(14) "Right of Way", whether singular or plural, means the surface and space in, upon, above, along, across, over and below any public streets, avenues, highways, roads, courts, lanes, alleys, boulevards, ways, sidewalks, and bicycle lanes, including all public utility easements, as the same now or may hereafter exist, that are within the City's corporate boundaries and under the jurisdiction of the City. This term shall not include county, state or federal rights of way or any property owned by any person or entity other than the City.

(15) "Support Structure", or "DAS and/or Small Cell Technology Wireless Support Structure," whether singular or plural, means a freestanding structure designed or used to support, or capable of supporting, DAS and/or Small Cell Technology Facilities, including, but not limited to, utility poles, street light poles, traffic signal structures, rooftops, attics, or other enclosed or open areas of a building or accessory structure, a sign, or a flag pole. These terms do not include the City's decorative and/or architecturally significant street light poles as those decorative lights are inappropriate for use as a Support Structure.

(16) "Stealth Technology" means a method(s) of concealing or minimizing the visual impact of a DAS and/or Small Cell Technology Facility (and associated Accessory Equipment) and Support Structure by incorporating features or design elements which either totally or partially conceal such Facilities or equipment. The use of these design elements is intended to produce the result of having said Facilities and associated structures blend into the surrounding environment and/or disguise, shield, hide or create the appearance that the Facilities are an architectural component of the support structure.

(17) "Wireless Infrastructure Provider" means any person, including a person authorized to provide telecommunications service in the state, that builds or installs wireless communication transmission equipment, wireless facilities or wireless support structures, but that is not a wireless services provider.

SECTION 18b. Permit Required to Place DAS and/or Small Cell Technology Facilities in Right-of-way.

The application process for locations within City Right of Way follow herein. Applications for locations on private property, to include additions to existing structures on private property, are required to be pursued with the City's Planning Division, subject additionally to the city's Land Development Code and construction permitting processes.

- (1) A Provider or Applicant must obtain an infrastructure permit from the City before placing, installing, constructing, or operating any DAS and/or Small Cell Technology Facility (and associated Accessory Equipment) on any Support Structure that is located on the Right of Way, or substantially modifying the position or characteristics of any such existing Facility thereon.
- (2) Permits are to be filed with the Building Division of Urban Development along with payment of the applicable permit application fee. Applications that are found to warrant a waiver or discount of the permit application fee will be handled as a reimbursement after the fact.
- (3) The City Engineer will review and process any request for a permit. The City Engineer will determine whether or not the application is complete and whether or not the proposed facilities comply with the guidelines herein and whether or not review by any other committee or commission is required. Except as set forth in this section, this permitting process will be administrative and not require the approval of any City Council or City official other than the City Engineer.
- (4) Permit applications for facilities within historic conservation districts, the Midtown district, or any other adopted overlay or conservation district, as well as applications within the flood zone, will be routed to the Planning Division for appropriate processing.
- (5) For complete applications, the city will respond with a final determination of approval or denial within 60 days of submission for collocated applications, whether individual or batched, and within 90 days of submission for new locations, whether individual or batched. Should considerably large batches or groupings of applications stress the city's resources requiring additional time to process, the city shall so notify the applicant(s) in writing, including a reasonable timeline for processing. If/when applications are resubmitted after being determined to be materially incomplete, the timeline starts over for review.
- (6) If/when applications are determined to be materially incomplete, the city will notify the applicant within 30 days of their submission.
- (7) If/when applications are denied due to non-compliance, the city will notify the applicant in writing of the specific non-compliant attribute (s). The applicant shall have thirty (30) days in which to submit amendments to its application in an effort to cure any deficiency without incurring additional application fees.
- (8) Upon approval of an application, the permit will be processed and prepared for pick-up. The applicant may pay the related license fee specified herein and pick up the infrastructure permit.
- (9) Permits for the construction of new facilities or the placement of collocated equipment shall be good for six (6) months following processing of the permit.
- (10) Each application for a permit shall contain the following:
 - (a) Site Plan and structural drawings stamped by an engineer licensed in the State of Mississippi depicting the type of Facilities, Support Structure, and means and points at which such Facilities and associated Accessory Equipment will be attached to a Support Structure;
 - (b) Map(s) designating with specificity the location(s) of the requested Facilities and all other existing or proposed locations within 1,000 feet;

- (c) The geographic coordinates of all antenna and other proposed Facilities;
- (d) If the Facilities will be located on a Support Structure on the Right of Way that is owned by any entity other than the City or the Applicant, a copy of any license, lease, agreement or other documentation evidencing that the owner of that Support Structure authorizes the Facilities to be attached thereto or agrees in principle to authorize that attachment.
- (e) If the Applicant requests permission to place Facilities on a new Support Structure, include the substantiation therefore required by Section 18c (1) in this ordinance.
- (f) Photo-simulated post-construction renderings depicting the proposed facilities and accessory equipment, including any/all equipment cabinets, ancillary structures, coloration, and landscaping.
- (g) Demonstrated ability and financial resources to restore the subject area to its preexisting condition following installation if/when the proposed installation will disturb conditions on the Right of Way.
- (h) Certificate(s) of insurance, or of self-insurance, evidencing that it has obtained and will maintain the following types of insurance in connection with its operations on or use of the Right of Way:
 - (i) Commercial General Liability coverage insuring the risk of claims for damages to persons or property arising from or related to the installation, construction, maintenance, operation or any use of Facility or Support Structure placed on or along the Right of Way by the Applicant (or any of their contractors) with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate; and
 - (ii) Workers Compensation Insurance as required by statute. The required General Liability coverage shall include the City as an additional insured, and may be provided through a combination of a primary and umbrella excess policies. All required insurance policies shall be furnished by insurers who are eligible to transact business in the State of Mississippi and are rated at least A-VII by AM Best. Following initial installation, if any changes in coverage occur, the Applicant shall furnish the City a new Certificate indicating that the above-noted coverage remains and will remain in effect. In lieu of the insurance requirements above, an Applicant may provide a certificate of self-insurance sufficient to satisfy the above amounts.

SECTION 18c. Standards and Aesthetic Guidelines

Following are the standards and aesthetic guidelines with which proposed facilities shall comply:

- (1) Collocation. To the extent practical, all Facilities and associated Accessory Equipment that are placed in the City shall be attached to a pre-existing Support Structure that is owned, controlled or leased by a utility, franchisee, the City or other entity. If the Applicant demonstrates that no collocation opportunities exist in the area where need for a facility exists, the Applicant may apply to install a new pole or other Support Structure in that area for purposes of constructing the Facilities. Documentation may include written evidence that no practical collocation opportunity exists and which demonstrates that the Applicant has been unsuccessful after taking all commercially reasonable actions to achieve collocation in the requested location or area.
- (2) Generally, locations should be designed to accommodate a future sidewalk where none currently exists. Though sites will vary, standard design will include a minimum 3' grass or landscape strip from the back of the curb and a minimum 5' sidewalk. Poles should be placed at the back of the ROW where other conditions or standards do not conflict.
- (3) New poles proposed in the ROW should be placed in line with existing poles within the ROW unless placement conflicts with the placement requirement in 18c (2).

(4) For facilities attached to a utility pole or other Support Structure in the Right of Way, no antenna or other part of the facility shall extend more than ten (10) feet above the height of such Support Structure or beyond the maximum height established in the Land Development Code for such structure; if the facility includes an antenna array, the array shall be flush mounted within six (6) inches of the support structure, or be contained in a canister that is a continuation of the diameter of the support structure, and the array colored to match the support structure. All facilities shall be installed in such a way as to provide a smooth, tapered transition between poles and shrouded equipment. No cabling or wiring shall be strapped to or otherwise protruding or visible from any pole or equipment, the same to remain concealed and/or shrouded. Sample designs of acceptable and unacceptable accessory equipment placement is included in Appendix A.

(5) the facility shall be no closer than three-hundred (300) feet as compared to any other permitted location for similar facilities in the Right of Way, whether free standing, or collocated;

(6) except as stated herein, the Accessory Equipment shall, be placed at least twelve (12) feet above the ground and limited to six (6) cubic feet for each applicant's equipment on a given support structure and limited to twenty-eight (28) cubic feet cumulatively. Alternatively, accessory equipment may be installed underground without size limitation. In districts with ornamental or decorative poles, the city may require that accessory equipment be housed and appropriately concealed at ground level in order to protect the aesthetic character of the area.

Placement of all accessory equipment underground when the policy does not otherwise require undergrounding shall warrant a discount of 50% of the application fee and 50% of the annual license fees. Such discounting of ongoing license fee shall cease if/when equipment is reinstalled above ground.

(7) Except as specified otherwise herein for specific district or vicinity requirements, poles shall be metal with a black, powder coated paint/finish. All equipment thereon shall be of the same finish.

(8) Locations in areas that contain utility or light poles of a specific ornamental design or that are within 500 feet of such a pole in the ROW will require facility designs that mirror the ornamental features of that area. Where the applicant cannot produce a design that adequately mirrors the ornamental features of the area, staff may recommend an alternative location (such as an alley, side street, opposite side of street, or other). It is expected that over time, such districts will expand and be added to. At the adoption of this policy, areas currently include, but are not limited to, all historic preservation districts, Downtown, the Midtown district, Mobile-Bouie neighborhood, Jamestown-Lincoln Road neighborhood, Hardy Street from Hwy 49 to Downtown, Innswood, the campus and vicinity of The University of Southern Mississippi, and various subdivisions featuring underground utilities. Pictures of existing poles in a sampling of these locations is included in Appendix A.

(9) the Facility (including the Accessory Equipment) shall not be illuminated unless required by applicable laws and regulations;

(10) display of logos, branding, or the like on the facilities in any way that may be construed as advertising shall be prohibited;

(11) Proposed installation shall not cause harm to the public or pose any undue risk to public safety, as validated through a means of industry certified reports for EMF exposure limits.

(12) Site design shall not interfere with sight triangles at intersections, vehicular traffic, passage of pedestrians, or other use of the Right of Way by the public;

(13) Structures and facilities, either in their installation or continued operation shall in no way interfere with the telecommunications capabilities of emergency responders or any public safety personnel.

- (14) Facility height including antenna array shall not exceed 50 feet in any instance. Structures on which facilities are mounted shall not be 10% taller than other adjacent structures or shall not extend the structure on which they are located more than 10%. The city will seek to ensure that facility height, including antenna array does not exceed the height of any ornamental poles in the vicinity.
- (15) Undergrounding Requirements. In areas where site plans have dictated all utilities be placed underground, accessory equipment shall likewise only be allowed underground. In areas where there are no overhead powerlines or other overhead wires in the ROW, but the standard for other utility accessory equipment is a concealed box at ground level, the same shall be allowed for small cell accessory equipment.

SECTION 18d. Additional Requirements.

- (1) If construction or installation are not completed within six (6) months following the approval of the application, the permit will terminate and the applicant required to remove any partially installed equipment. The City may take applications for the same or nearby locations and hold them in standby until it is known whether or not full installation/construction on an active permit is completed. If/when construction or installation is underway but delayed due to unforeseen circumstances, the city may consider a request for one six (6) month extension to a permit. Permit application fees shall be non-refundable.
- (2) All Facilities and associated Support Structures shall be installed, erected, maintained and operated in compliance with applicable federal and state laws and regulations, including, but not limited to, regulations of the FCC.
- (3) Following the installation of any Facilities and associated Support Structures, the Provider or Applicant, upon reasonable request and for good cause, shall furnish the City Clerk a written certification from a licensed professional engineer in the State of Mississippi stating that those structures have been inspected and are being maintained, operated and used in compliance with all applicable laws and regulations, including those of the FCC that pertain to the transmission of wireless communication signals. For purposes of this provision, "good cause" shall mean circumstances have arisen that indicate the Facilities and associated Support Structures have been damaged, are not functioning in compliance with applicable laws and regulations, or otherwise pose a hazard to the public. If those Support Structures should fail at any time to comply with applicable laws and regulations, the Provider or Applicant, at either of their expense, shall cause those structures to be brought into compliance with said laws and regulations within fifteen (15) days of the date of any written notice to them from the City Engineer of non-compliance, or cease all personal wireless service operations related to those structures until the Applicant or Provider comes into full compliance with said laws and regulations.
- (4) The Facilities and associated Support Structures must at all times be maintained in good and safe condition.
- (5) Each Applicant or Provider that applies for a permit to place Facilities (including the Accessory Equipment) and Support Structures on the Right of Way and installs and utilizes those structures shall defend, indemnify and hold the City and its employees or officials, harmless from all demands, losses, expenses (including attorney's fees and court costs), claims for personal injury or property damage, judgments or liabilities of any type that may be asserted or claimed against the City (or its employees or officials) by any third person, firm or entity that arise out of or relate in any manner to the following:
- (a) the installation, construction, maintenance, use or operation of the permitted Facilities, Accessory Equipment or any Support Structure on or about the Right of Way; and/or
 - (b) the failure of the Provider or Applicant to perform any of their respective responsibilities, obligations and permit requirements in this ordinance. Notwithstanding the foregoing, the Provider or Applicant shall not be obligated to indemnify the City for

City claims resulting from the sole negligence or willful acts of the City (or its representatives).

- (6) Franchise Agreements for Other Uses of Right of Way. This Section 18 (Small Cell Technology Facilities) regulates the placement of DAS and/or Small Cell Technology Facilities (and associated Accessory Equipment) on or in the immediate vicinity of Support Structures that are located or proposed to be located on the Right of Way. No provision in this Section 18 (Small Cell Technology Facilities) of this ordinance is intended to permit, regulate or authorize the placement by a Provider or Applicant of fiber optic lines, coaxial cable, switches, pedestals or networking equipment of any type that is used to transport telecommunication signals, data or messages between Support Structures or between any other points on the Right of Way. In the event any such Provider or Applicant desires to place telecommunications equipment or Facilities along the Right of Way at points not regulated by Section 18 (Small Cell Technology Facilities), other sections of this ordinance shall apply, and/or, the City may enter into franchise or similar agreement that authorize, govern and apply to such use of other locations on or along the Right of Way.

SECTION 18e. Compensation.

- (1) Permit and License Fees. The Applicant for a permit to place Facilities and associated Support Structures on the Right of Way shall pay the following types of fees:
- (a) Permit Applications.
- (i) New Support Structure: A permit application fee of \$1,000 for the first structure and \$500 each for additional structure up to a total of five (5) in a batched application, assuming that the engineered specifications for each structure on the application are the same (based on the structure itself). Each location in a batched application shall be required to receive a unique permit per location.
 - (ii) Co-Locations: A permit application fee of \$500.00 for collocated attachment or attachment to other existing structures. Application may include a batch of five (5) locations at no additional cost, and \$100 each for each location greater than five (5).
 - (iii) Combined Batches: A permit application that includes both new structures and co-locations will incur a fee of \$1,000 for the first new structure, \$500 for each additional new structure of the same specifications, \$1,000 for each additional new structure of differing specifications, and no cost for co-locations that do not take the total of all types/locations in the batch over five (5). When combined batches exceed five (5) sites, there will be a \$100 application cost for each co-location beyond five (5). (Example: a combined batch including 1 new structure and 5 co-locations would have a permit cost of \$1,100; \$1,000 for the new structure, and \$100 for the 6th site in the batch – co-location sites 2 through 5 being processed at no additional cost.)
- (b) an annual license fee per each Support Structure on the Right of Way pertaining to the ongoing use of public property as enumerated below.
- (2) Annual License Fee Amount. As compensation for the benefits and privileges under this Permit and in consideration of permission to use the ROW of the City, the Provider or Applicant shall pay as an Annual license fee to the City, through the duration of this permit, \$270.00 per small cell facility
- (3) Annual License Fee Payments. Payment of the annual license fee is due and payable to the City Clerk's office prior to the Provider/Applicant picking up the approved permit and is not prorated. Subsequent payments are due to the City Clerk's office on January 1st of every year.
- (4) Annual License fee payments not received by the City on or before the due date shall be assessed interest of 1% per month commencing on the first day after the due date. Failure to make full payment including applicable interest charges, after thirty (30) days advance

written notice, within sixty (60) days of the applicable payment date shall constitute a violation of this Permit.

- (5) The City may authorize the waiver or discounting of permit application fee or other fees if/when the placement of a new pole for small cell facility includes features that benefit or improve the ROW. Examples of such features for consideration might be the subsequent elimination of other poles in the vicinity, the inclusion or improvement of street lighting where warranted, reduction in the city's street lighting cost, and other similarly beneficial features. Consideration of such benefits for such waivers or discounting shall be at the discretion of the City Engineer.

SECTION 18f. Abandonment of Facilities on Right of Way.

- (1) If a Provider or Applicant abandons any Facility (including the Accessory Equipment) or an associated Support Structure (collectively "Facilities" for purposes of this Section) that is located on the Right of Way, the following rights and obligations shall exist. The City may require the Provider or Applicant, at their expense, to remove and reclaim the abandoned Facilities within six (6) months from the date of written notice of abandonment given by the City to them and to reasonably restore the condition of the property at which the Facilities are located to that existing before they were installed. If the Provider or Applicant fails to remove and reclaim its abandoned Facilities within such six (6) month period and the Facilities are located on the Right of Way, the City shall have the rights to:
- (a) remove them and charge its expense of any such removal operation to the account of the Provider or Applicant,
 - (b) at the City's discretion, either resell the abandoned Facilities to a third party or dispose and salvage them; provided that the net proceeds of any resale of abandoned Facilities by the City to a third party shall be credited to the account of the Applicant or Provider that used those Facilities before the abandonment, and
 - (c) charge any expense incurred by the City to restore the Right of Way to the account of the Provider or Applicant.

SECTION 18g.

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SECTION 18h. Non-Applicability.

The placement of an antenna(s), facilities or equipment related to the following types of wireless communication services are exempt from regulation under this ordinance:

- (a) amateur radio service that is licensed by the FCC if the facilities related thereto are not used or licensed for any commercial purpose; and
- (b) facilities used by any federal, state or local government or agency to provide safety or emergency services. Further, the provisions in this Chapter are supplemental to, and not intended to alter, affect or modify any other provisions in the City of Hattiesburg Code that may be applicable to the placement or use of macro Telecommunications Towers.

Section 2. Effective Date

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:

ABSENT:

The President thereby declared the motion carried and the Ordinance adopted, this the 2nd day of April, A.D., 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Ordinance, having been submitted to and approved by the Mayor, this the 2nd day of April, A.D., 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

APPENDIX A

EXISTING ORNAMENTAL OR DECORATIVE POLES



The Avenues



Country Club area (Alex Ln)



Downtown Hattiesburg



Innswood



Kensington Woods



Kensington Woods

EXISTING ORNAMENTAL OR DECORATIVE POLES, cont'd



Lincoln-Jamestown



Longleaf Trace



Timberton & Shadow Ridge

SAMPLE DESIGNS AND INSTALLATIONS



Effective monopole sample;
unobstrusive design.



Effective monopole sample
except all new poles and equip-
ment shall meet color require-
ment.



Effective monopole simulation
showing equipment.

SAMPLE DESIGNS AND INSTALLATIONS, cont'd



Effective monopole sample with the exception of wiring being visible at equipment connections and that all equipment meet the color requirement.



Sample small cell, light pole combination.



Effective small cell, light pole combination except that new poles and equipment shall meet color requirement.



Effective small cell, light pole combination with equipment concealed in the base of the pole, except that new poles and equipment shall meet color requirement.

SAMPLE DESIGNS AND INSTALLATIONS, cont'd



Effective small cell, light pole combination except that equipment may need to be elevated and wiring concealed.



Foreground shows a decorative pole with all equipment fully concealed within the base of a pole. Background shows a similar decorative pole but with equipment installed in a prohibited manner. Equipment should be concealed within the pole or installed at ground level in an appropriate location or underground, and wiring should be completely concealed.



Acceptable tapered transition.



Acceptable tapered transition.



Unacceptable transition.

SAMPLE DESIGNS AND INSTALLATIONS, cont'd



Poor installation plan with antenna and equipment protruding from pole and wiring visible at accessory equipment.



Poor installation with wiring visible.

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of April, 2019, the following Ordinance:

ORDINANCE NO. 3251

AN ORDINANCE AMENDING ORDINANCE NO. 3236 AS IT RELATES TO SMALL CELL TECHNOLOGY IN THE CITY'S RIGHTS-OF-WAY.

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

Section 1. That the ordinance be amended by repealing SECTION 18 regarding Small Cell Technology Facilities in its entirety and be replaced with the following section of the same topic:

SECTION 18. Small Cell Technology Facilities.

SECTION 18a. Definitions.

The terms below have the following meanings for purposes of this ordinance.

(1) "Abandonment" or "Abandon(s)" means that, following the placement of DAS and/or Small Cell Technologies Facilities (and associated Accessory Equipment) or Support Structures in the City pursuant to a permit issued to a Provider or an Applicant, any of the following has occurred:

- (a) for any reason the Facilities cease to be used to transmit signals, data or messages or otherwise be used for their intended purposes for a period of six (6) months or more;
- (b) the City revokes the permit for placement and use of those Facilities due to nonpayment of applicable fees, the failure of the Provider or Applicant to comply with conditions in the permit or in this ordinance concerning them, or other valid reason; or
- (c) the Provider or Applicant fails to perform any of its responsibilities, obligations and requirements in this ordinance or in a permit that relate to the installation, construction, maintenance, use or operation of the Facilities, Accessory Equipment or Support Structures, and that breach remains uncured for a period of six (6) months after the City provides written notice of the breach to the Provider or Applicant.

(2) "Accessory Equipment" means any equipment other than an antenna that is used in conjunction with DAS and/or Small Cell Technology Facility arrangements. This equipment may be attached to or detached from a DAS and/or Small Cell Technology Wireless Support Structure, and includes, but, is not limited to, cabinets, optical converters, power amplifiers, radios, DWDM and CWDM multiplexers, microcells, radio units, fiber optic and coaxial cables, wires, meters, pedestals, power switches, and related equipment on a Support Structure. The term does not include the structure or improvements on, under, or within which the equipment is collocated, wireline backhaul facilities, coaxial or fiber optic cable that is between wireless support structures or utility poles or coaxial or fiber optic cable that is otherwise not immediately adjacent to, or directly associated with, an antenna.

(3) "Antenna" means communications equipment that transmits and receives electromagnetic radio signals, is attached to a DAS and/or Small Cell Technology Wireless Support Structure and is used to communicate wireless service.

(4) "Applicant", whether singular or plural, means a Personal Wireless Service Provider, Wireless Infrastructure provider, or an entity (including one that is not a Provider) that is authorized by a Personal Wireless Service Provider to apply for or receive a permit to install, construct, manage, modify or maintain a DAS and/or Small Cell Technology Facility and related Accessory Equipment or Support Structure in the City, or an entity certificated by the Mississippi Public Service Commission to provide telecommunication service.

- (5) "Application" means a formal request submitted to the City for a permit to install, construct, modify or maintain a DAS and/or Small Cell Technology Facility and related Accessory Equipment or Support Structure.
- (6) "City" means the City of Hattiesburg, Mississippi.
- (7) "City Council" means the City Council of the City of Hattiesburg, Mississippi.
- (8) "City Engineer" means the person appointed by the Mayor and confirmed by the City Council as the Director of the Department of Engineering, which is responsible for the administration of this ordinance.
- (9) "Collocation" means the placement or installation of a new DAS and/or Small Cell Wireless Technology Facility or related Accessory Equipment on an existing pole or other Support Structure that is owned, controlled or leased by a utility, the City, or other person or entity.
- (10) "DAS" or "Distributed Antenna System" is a network of spatially separated Antenna sites connected to a common source that provides wireless service within a geographic area or structure.
- (11) "Distributed Antenna System Facilities and/or Small Cell Technology Facility(ies)" or "Facilities", whether singular or plural, means and includes the following types of structures: (a) antenna; and (b) associated Accessory Equipment.
- (12) "Personal Wireless Service Provider" or "Provider" means an entity that provides personal wireless communication services to the public or citizens of the City on a commercial basis and is authorized by the FCC to provide those services.
- (13) "Private Property" means real property located in the City that does not lie within the Right of Way.
- (14) "Right of Way", whether singular or plural, means the surface and space in, upon, above, along, across, over and below any public streets, avenues, highways, roads, courts, lanes, alleys, boulevards, ways, sidewalks, and bicycle lanes, including all public utility easements, as the same now or may hereafter exist, that are within the City's corporate boundaries and under the jurisdiction of the City. This term shall not include county, state or federal rights of way or any property owned by any person or entity other than the City.
- (15) "Support Structure", or "DAS and/or Small Cell Technology Wireless Support Structure," whether singular or plural, means a freestanding structure designed or used to support, or capable of supporting, DAS and/or Small Cell Technology Facilities, including, but not limited to, utility poles, street light poles, traffic signal structures, rooftops, attics, or other enclosed or open areas of a building or accessory structure, a sign, or a flag pole. These terms do not include the City's decorative and/or architecturally significant street light poles as those decorative lights are inappropriate for use as a Support Structure.
- (16) "Stealth Technology" means a method(s) of concealing or minimizing the visual impact of a DAS and/or Small Cell Technology Facility (and associated Accessory Equipment) and Support Structure by incorporating features or design elements which either totally or partially conceal such Facilities or equipment. The use of these design elements is intended to produce the result of having said Facilities and associated structures blend into the surrounding environment and/or disguise, shield, hide or create the appearance that the Facilities are an architectural component of the support structure.
- (17) "Wireless Infrastructure Provider" means any person, including a person authorized to provide telecommunications service in the state, that builds or installs wireless communication transmission equipment, wireless facilities or wireless support structures, but that is not a wireless services provider.

SECTION 18b. Permit Required to Place DAS and/or Small Cell Technology Facilities in Right-of-way.

The application process for locations within City Right of Way follow herein. Applications for locations on private property, to include additions to existing structures on private property, are required to be pursued with the City's Planning Division, subject additionally to the city's Land Development Code and construction permitting processes.

- (1) A Provider or Applicant must obtain an infrastructure permit from the City before placing, installing, constructing, or operating any DAS and/or Small Cell Technology Facility (and associated Accessory Equipment) on any Support Structure that is located on the Right of Way, or substantially modifying the position or characteristics of any such existing Facility thereon.
- (2) Permits are to be filed with the Building Division of Urban Development along with payment of the applicable permit application fee. Applications that are found to warrant a waiver or discount of the permit application fee will be handled as a reimbursement after the fact.
- (3) The City Engineer will review and process any request for a permit. The City Engineer will determine whether or not the application is complete and whether or not the proposed facilities comply with the guidelines herein and whether or not review by any other committee or commission is required. Except as set forth in this section, this permitting process will be administrative and not require the approval of any City Council or City official other than the City Engineer.
- (4) Permit applications for facilities within historic conservation districts, the Midtown district, or any other adopted overlay or conservation district, as well as applications within the flood zone, will be routed to the Planning Division for appropriate processing.
- (5) For complete applications, the city will respond with a final determination of approval or denial within 60 days of submission for collocated applications, whether individual or batched, and within 90 days of submission for new locations, whether individual or batched. Should considerably large batches or groupings of applications stress the city's resources requiring additional time to process, the city shall so notify the applicant(s) in writing, including a reasonable timeline for processing. If/when applications are resubmitted after being determined to be materially incomplete, the timeline starts over for review.
- (6) If/when applications are determined to be materially incomplete, the city will notify the applicant within 30 days of their submission.
- (7) If/when applications are denied due to non-compliance, the city will notify the applicant in writing of the specific non-compliant attribute (s). The applicant shall have thirty (30) days in which to submit amendments to its application in an effort to cure any deficiency without incurring additional application fees.
- (8) Upon approval of an application, the permit will be processed and prepared for pick-up. The applicant may pay the related license fee specified herein and pick up the infrastructure permit.
- (9) Permits for the construction of new facilities or the placement of collocated equipment shall be good for six (6) months following processing of the permit.
- (10) Each application for a permit shall contain the following:
 - (a) Site Plan and structural drawings stamped by an engineer licensed in the State of Mississippi depicting the type of Facilities, Support Structure, and means and points at which such Facilities and associated Accessory Equipment will be attached to a Support Structure;
 - (b) Map(s) designating with specificity the location(s) of the requested Facilities and all other existing or proposed locations within 1,000 feet;

- (c) The geographic coordinates of all antenna and other proposed Facilities;
- (d) If the Facilities will be located on a Support Structure on the Right of Way that is owned by any entity other than the City or the Applicant, a copy of any license, lease, agreement or other documentation evidencing that the owner of that Support Structure authorizes the Facilities to be attached thereto or agrees in principle to authorize that attachment.
- (e) If the Applicant requests permission to place Facilities on a new Support Structure, include the substantiation therefore required by Section 18c (1) in this ordinance.
- (f) Photo-simulated post-construction renderings depicting the proposed facilities and accessory equipment, including any/all equipment cabinets, ancillary structures, coloration, and landscaping.
- (g) Demonstrated ability and financial resources to restore the subject area to its preexisting condition following installation if/when the proposed installation will disturb conditions on the Right of Way.
- (h) Certificate(s) of insurance, or of self-insurance, evidencing that it has obtained and will maintain the following types of insurance in connection with its operations on or use of the Right of Way:
 - (i) Commercial General Liability coverage insuring the risk of claims for damages to persons or property arising from or related to the installation, construction, maintenance, operation or any use of Facility or Support Structure placed on or along the Right of Way by the Applicant (or any of their contractors) with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate; and
 - (ii) Workers Compensation Insurance as required by statute. The required General Liability coverage shall include the City as an additional insured, and may be provided through a combination of a primary and umbrella excess policies. All required insurance policies shall be furnished by insurers who are eligible to transact business in the State of Mississippi and are rated at least A-VII by AM Best. Following initial installation, if any changes in coverage occur, the Applicant shall furnish the City a new Certificate indicating that the above-noted coverage remains and will remain in effect. In lieu of the insurance requirements above, an Applicant may provide a certificate of self-insurance sufficient to satisfy the above amounts.

SECTION 18c. Standards and Aesthetic Guidelines

Following are the standards and aesthetic guidelines with which proposed facilities shall comply:

- (1) Collocation. To the extent practical, all Facilities and associated Accessory Equipment that are placed in the City shall be attached to a pre-existing Support Structure that is owned, controlled or leased by a utility, franchisee, the City or other entity. If the Applicant demonstrates that no collocation opportunities exist in the area where need for a facility exists, the Applicant may apply to install a new pole or other Support Structure in that area for purposes of constructing the Facilities. Documentation may include written evidence that no practical collocation opportunity exists and which demonstrates that the Applicant has been unsuccessful after taking all commercially reasonable actions to achieve collocation in the requested location or area.
- (2) Generally, locations should be designed to accommodate a future sidewalk where none currently exists. Though sites will vary, standard design will include a minimum 3' grass or landscape strip from the back of the curb and a minimum 5' sidewalk. Poles should be placed at the back of the ROW where other conditions or standards do not conflict.
- (3) New poles proposed in the ROW should be placed in line with existing poles within the ROW unless placement conflicts with the placement requirement in 18c (2).

- (4) For facilities attached to a utility pole or other Support Structure in the Right of Way, no antenna or other part of the facility shall extend more than ten (10) feet above the height of such Support Structure or beyond the maximum height established in the Land Development Code for such structure; if the facility includes an antenna array, the array shall be flush mounted within six (6) inches of the support structure, or be contained in a canister that is a continuation of the diameter of the support structure, and the array colored to match the support structure. All facilities shall be installed in such a way as to provide a smooth, tapered transition between poles and shrouded equipment. No cabling or wiring shall be strapped to or otherwise protruding or visible from any pole or equipment, the same to remain concealed and/or shrouded. Sample designs of acceptable and unacceptable accessory equipment placement is included in Appendix A.
- (5) the facility shall be no closer than three-hundred (300) feet as compared to any other permitted location for similar facilities in the Right of Way, whether free standing, or collocated;
- (6) except as stated herein, the Accessory Equipment shall, be placed at least twelve (12) feet above the ground and limited to six (6) cubic feet for each applicant's equipment on a given support structure and limited to twenty-eight (28) cubic feet cumulatively. Alternatively, accessory equipment may be installed underground without size limitation. In districts with ornamental or decorative poles, the city may require that accessory equipment be housed and appropriately concealed at ground level in order to protect the aesthetic character of the area.

Placement of all accessory equipment underground when the policy does not otherwise require undergrounding shall warrant a discount of 50% of the application fee and 50% of the annual license fees. Such discounting of ongoing license fee shall cease if/when equipment is reinstalled above ground.

- (7) Except as specified otherwise herein for specific district or vicinity requirements, poles shall be metal with a black, powder coated paint/finish. All equipment thereon shall be of the same finish.
- (8) Locations in areas that contain utility or light poles of a specific ornamental design or that are within 500 feet of such a pole in the ROW will require facility designs that mirror the ornamental features of that area. Where the applicant cannot produce a design that adequately mirrors the ornamental features of the area, staff may recommend an alternative location (such as an alley, side street, opposite side of street, or other). It is expected that over time, such districts will expand and be added to. At the adoption of this policy, areas currently include, but are not limited to, all historic preservation districts, the Midtown district, Jamestown-Lincoln Road neighborhood, Hardy Street from Hwy 49 to 21st Avenue, Innswood, and various subdivisions featuring underground utilities. Pictures of existing poles in a sampling of these locations is included in Appendix A.
- (9) the Facility (including the Accessory Equipment) shall not be illuminated unless required by applicable laws and regulations;
- (10) display of logos, branding, or the like on the facilities in any way that may be construed as advertising shall be prohibited;
- (11) Proposed installation shall not cause harm to the public or pose any undue risk to public safety, as validated through a means of industry certified reports for EMF exposure limits.
- (12) Site design shall not interfere with sight triangles at intersections, vehicular traffic, passage of pedestrians, or other use of the Right of Way by the public;
- (13) Structures and facilities, either in their installation or continued operation shall in no way interfere with the telecommunications capabilities of emergency responders or any public safety personnel.
- (14) Facility height including antenna array shall not exceed 50 feet in any instance. Structures on which facilities are mounted shall not be 10% taller than other adjacent structures or shall

not extend the structure on which they are located more than 10%. The city will seek to ensure that facility height, including antenna array does not exceed the height of any ornamental poles in the vicinity.

- (15) **Undergrounding Requirements.** In areas where site plans have dictated all utilities be placed underground, accessory equipment shall likewise only be allowed underground. In areas where there are no overhead powerlines or other overhead wires in the ROW, but the standard for other utility accessory equipment is a concealed box at ground level, the same shall be allowed for small cell accessory equipment.

SECTION 18d. Additional Requirements.

- (1) If construction or installation are not completed within six (6) months following the approval of the application, the permit will terminate and the applicant required to remove any partially installed equipment. The City may take applications for the same or nearby locations and hold them in standby until it is known whether or not full installation/construction on an active permit is completed. If/when construction or installation is underway but delayed due to unforeseen circumstances, the city may consider a request for one six (6) month extension to a permit. Permit application fees shall be non-refundable.
- (2) All Facilities and associated Support Structures shall be installed, erected, maintained and operated in compliance with applicable federal and state laws and regulations, including, but not limited to, regulations of the FCC.
- (3) Following the installation of any Facilities and associated Support Structures, the Provider or Applicant, upon reasonable request and for good cause, shall furnish the City Clerk a written certification from a licensed professional engineer in the State of Mississippi stating that those structures have been inspected and are being maintained, operated and used in compliance with all applicable laws and regulations, including those of the FCC that pertain to the transmission of wireless communication signals. For purposes of this provision, "good cause" shall mean circumstances have arisen that indicate the Facilities and associated Support Structures have been damaged, are not functioning in compliance with applicable laws and regulations, or otherwise pose a hazard to the public. If those Support Structures should fail at any time to comply with applicable laws and regulations, the Provider or Applicant, at either of their expense, shall cause those structures to be brought into compliance with said laws and regulations within fifteen (15) days of the date of any written notice to them from the City Engineer of non-compliance, or cease all personal wireless service operations related to those structures until the Applicant or Provider comes into full compliance with said laws and regulations.
- (4) The Facilities and associated Support Structures must at all times be maintained in good and safe condition.
- (5) Each Applicant or Provider that applies for a permit to place Facilities (including the Accessory Equipment) and Support Structures on the Right of Way and installs and utilizes those structures shall defend, indemnify and hold the City and its employees or officials, harmless from all demands, losses, expenses (including attorney's fees and court costs), claims for personal injury or property damage, judgments or liabilities of any type that may be asserted or claimed against the City (or its employees or officials) by any third person, firm or entity that arise out of or relate in any manner to the following:
- (a) the installation, construction, maintenance, use or operation of the permitted Facilities, Accessory Equipment or any Support Structure on or about the Right of Way; and/or
 - (b) the failure of the Provider or Applicant to perform any of their respective responsibilities, obligations and permit requirements in this ordinance. Notwithstanding the foregoing, the Provider or Applicant shall not be obligated to indemnify the City for City claims resulting from the sole negligence or willful acts of the City (or its representatives).

- (6) Franchise Agreements for Other Uses of Right of Way. This Section 18 (Small Cell Technology Facilities) regulates the placement of DAS and/or Small Cell Technology Facilities (and associated Accessory Equipment) on or in the immediate vicinity of Support Structures that are located or proposed to be located on the Right of Way. No provision in this Section 18 (Small Cell Technology Facilities) of this ordinance is intended to permit, regulate or authorize the placement by a Provider or Applicant of fiber optic lines, coaxial cable, switches, pedestals or networking equipment of any type that is used to transport telecommunication signals, data or messages between Support Structures or between any other points on the Right of Way. In the event any such Provider or Applicant desires to place telecommunications equipment or Facilities along the Right of Way at points not regulated by Section 18 (Small Cell Technology Facilities), other sections of this ordinance shall apply, and/or, the City may enter into franchise or similar agreement that authorize, govern and apply to such use of other locations on or along the Right of Way.

SECTION 18e. Compensation.

- (1) Permit and License Fees. The Applicant for a permit to place Facilities and associated Support Structures on the Right of Way shall pay the following types of fees:
- (a) Permit Applications.
 - (i) New Support Structure: A permit application fee of \$1,000 for the first structure and \$500 each for additional structure up to a total of five (5) in a batched application, assuming that the engineered specifications for each structure on the application are the same (based on the structure itself). Each location in a batched application shall be required to receive a unique permit per location.
 - (ii) Co-Locations: A permit application fee of \$500.00 for collocated attachment or attachment to other existing structures. Application may include a batch of five (5) locations at no additional cost, and \$100 each for each location greater than five (5).
 - (iii) Combined Batches: A permit application that includes both new structures and co-locations will incur a fee of \$1,000 for the first new structure, \$500 for each additional new structure of the same specifications, \$1,000 for each additional new structure of differing specifications, and no cost for co-locations that do not take the total of all types/locations in the batch over five (5). When combined batches exceed five (5) sites, there will be a \$100 application cost for each co-location beyond five (5). (Example: a combined batch including 1 new structure and 5 co-locations would have a permit cost of \$1,100; \$1,000 for the new structure, and \$100 for the 6th site in the batch – co-location sites 2 through 5 being processed at no additional cost.)
 - (b) an annual license fee per each Support Structure on the Right of Way pertaining to the ongoing use of public property as enumerated below.
- (2) Annual License Fee Amount. As compensation for the benefits and privileges under this Permit and in consideration of permission to use the ROW of the City, the Provider or Applicant shall pay as an Annual license fee to the City, through the duration of this permit, \$270.00 per small cell facility
- (3) Annual License Fee Payments. Payment of the annual license fee is due and payable to the City Clerk's office prior to the Provider/Applicant picking up the approved permit and is not prorated. Subsequent payments are due to the City Clerk's office on January 1st of every year.
- (4) Annual License fee payments not received by the City on or before the due date shall be assessed interest of 1% per month commencing on the first day after the due date. Failure to make full payment including applicable interest charges, after thirty (30) days advance written notice, within sixty (60) days of the applicable payment date shall constitute a violation of this Permit.

- (5) The City may authorize the waiver or discounting of permit application fee or other fees if/when the placement of a new pole for small cell facility includes features that benefit or improve the ROW. Examples of such features for consideration might be the subsequent elimination of other poles in the vicinity, the inclusion or improvement of street lighting where warranted, reduction in the city's street lighting cost, and other similarly beneficial features. Consideration of such benefits for such waivers or discounting shall be at the discretion of the City Engineer.

SECTION 18f. Abandonment of Facilities on Right of Way.

- (1) If a Provider or Applicant abandons any Facility (including the Accessory Equipment) or an associated Support Structure (collectively "Facilities" for purposes of this Section) that is located on the Right of Way, the following rights and obligations shall exist. The City may require the Provider or Applicant, at their expense, to remove and reclaim the abandoned Facilities within six (6) months from the date of written notice of abandonment given by the City to them and to reasonably restore the condition of the property at which the Facilities are located to that existing before they were installed. If the Provider or Applicant fails to remove and reclaim its abandoned Facilities within such six (6) month period and the Facilities are located on the Right of Way, the City shall have the rights to:
- (a) remove them and charge its expense of any such removal operation to the account of the Provider or Applicant,
 - (b) at the City's discretion, either resell the abandoned Facilities to a third party or dispose and salvage them; provided that the net proceeds of any resale of abandoned Facilities by the City to a third party shall be credited to the account of the Applicant or Provider that used those Facilities before the abandonment, and
 - (c) charge any expense incurred by the City to restore the Right of Way to the account of the Provider or Applicant.

SECTION 18g.

LEFT BLANK INTENTIONALLY

SECTION 18h. Non-Applicability.

The placement of an antenna(s), facilities or equipment related to the following types of wireless communication services are exempt from regulation under this ordinance:

- (a) amateur radio service that is licensed by the FCC if the facilities related thereto are not used or licensed for any commercial purpose; and
- (b) facilities used by any federal, state or local government or agency to provide safety or emergency services. Further, the provisions in this Chapter are supplemental to, and not intended to alter, affect or modify any other provisions in the City of Hattiesburg Code that may be applicable to the placement or use of macro Telecommunications Towers.

Section 2. Effective Date

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 Vice President Dryden, seconded by Council Member Delgado, and was adopted by the following vote, to-wit:

YEAS:
George
Delgado
Carroll
Dryden
Brown

NAYS:
None

ABSENT:
None

The President thereby declared the motion carried and the Ordinance adopted this the 2nd day of April, 2019.

(S E A L)

ATTEST:

ADOPTED:


CLERK OF COUNCIL


COUNCIL PRESIDENT

The above and foregoing Ordinance, having been submitted to and approved by the Mayor, this 2nd day of April, 2019.

ATTEST:

APPROVED:


CITY CLERK


MAYOR

APPENDIX A

EXISTING ORNAMENTAL OR DECORATIVE POLES



The Avenues



Country Club area (Alex Ln)



Downtown Hattiesburg



Innswood



Kensington Woods



Kensington Woods

EXISTING ORNAMENTAL OR DECORATIVE POLES, cont'd



Lincoln-Jamestown



Longleaf Trace



Timberton & Shadow Ridge

SAMPLE DESIGNS AND INSTALLATIONS



Effective monopole sample;
unobstrusive design.



Effective monopole sample
except all new poles and equip-
ment shall meet color require-
ment.



Effective monopole simulation
showing equipment.

SAMPLE DESIGNS AND INSTALLATIONS, cont'd



Effective monopole sample with the exception of wiring being visible at equipment connections and that all equipment meet the color requirement.



Sample small cell, light pole combination.



Effective small cell, light pole combination except that new poles and equipment shall meet color requirement.



Effective small cell, light pole combination with equipment concealed in the base of the pole, except that new poles and equipment shall meet color requirement.

SAMPLE DESIGNS AND INSTALLATIONS, cont'd



Effective small cell, light pole combination except that equipment may need to be elevated and wiring concealed.



Foreground shows a decorative pole with all equipment fully concealed within the base of a pole. Background shows a similar decorative pole but with equipment installed in a prohibited manner. Equipment should be concealed within the pole or installed at ground level in an appropriate location or underground, and wiring should be completely concealed.



Acceptable tapered transition.



Acceptable tapered transition.



Unacceptable transition.

SAMPLE DESIGNS AND INSTALLATIONS, cont'd



Poor installation plan with antenna and equipment protruding from pole and wiring visible at accessory equipment.



Poor installation with wiring visible.

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: 265 Published 1 times

Date 1st Published: Apr 11 Amt: 31.80

Date 2nd Published: Amt:

Date 3rd Published: Amt:

Date 4th Published: Amt:

Date 5th Published: Amt:

Subtotal Printer's Fee: 31.80

Proof of Publication Fee: 3.00

TOTAL: 34.80

(signed) *Yvonne Bantz*
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 11th
day of April, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) *[Signature]*



FOR OFFICE USE ONLY:

☐ Em P: 04/05

☐ App: 04/05

☐ File Name: CoH - Ordinance 3251

☐ Invoice #: 93581

☐ Inv. Crt/Mld: Apr 5

☐ Pymt Rec.d:

☐ POP sent:

CITY OF HATTIESBURG
NOTICE OF ADOPTION OF
ORDINANCE

Notice is hereby given of the title and
of a general summary of the subject
matter contained in Ordinance No.
3251, duly adopted and approved by
the City Council of the City of Hatties-
burg on March 19, 2019. A complete
copy of the Ordinance is available for
public inspection during normal and
regular business hours in the office of
the City Clerk of the City of Hattiesburg,
200 Forrest Street, Hattiesburg, Missis-
sippi, 39401.

The title of the Ordinance is:

CITY OF HATTIESBURG
ORDINANCE NO. 3251

AN ORDINANCE AMENDING OR-
DINANCE NO. 3236 AS IT RELATES
TO SMALL CELL TECHNOLOGY IN
THE CITY'S RIGHTS-OF-WAY

BE IT ORDAINED BY THE MAYOR
AND COUNCIL OF THE CITY OF HAT-
TIESBURG, MISSISSIPPI:

A general summary of the subject
matter of the Ordinance is contained in
its title.

This notice constitutes compliance
with Sections 13-3-31 and 21-17-19 of
the Mississippi Code Annotated (1972)
as amended.

The above and foregoing Ordinance,
after having been first reduced to writ-
ing, was introduced by Councilmember
Vice President Dryden, seconded by
Councilmember Delgado and was
adopted by the following roll call votes,
to wit:

Yeas: George, Delgado, Carroll,
Dryden, Brown
Absent: None
Nays: None

WHEREUPON the President de-
clared the motion carried and the Ordi-
nance adopted, this the 2nd day of
April, 2019.

ATTEST: /s/ Ronda S. Cole, Clerk of
Council

ADOPT: /s/ Carter Carroll, President

The above and foregoing Ordinance,
having been submitted and approved
by the Mayor, this the 2nd day of April,
2019.

ATTEST: /s/ Kermas Eaton,
City Clerk

APPROVED: /s/ Toby Barker,
Mayor

Published April 11, 2019.



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2019-245

File ID: 2019-245

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 03/21/2019

Brief Title: East Jerusalem Area Water Line Project engineering contract

Final Action: 04/02/2019

Minute Book Number: MB 2019-88

Title:

Approve agreement with Shows, Dearman and Waits, Inc. for Engineering Services related to the East Jerusalem Area Water Line Replacement project; Authorize the Mayor to execute in duplicate.

Notes: Please return one executed original to engineering.

Agenda Date: 04/02/2019

Indexes:

Agenda Number: V.-9

Sponsors:

Enactment Date:

Attachments: 11284_SFA Owner_Engineer_Transmittal,
11284_Standard Form of Agreement Between Owner
and Engineer, Executed Agreement with Shows,
Dearman and Waits for engineering services - East
Jerusalem Area Water Line

Enactment Number:

Contact:

Meeting Date: 04/02/2019

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/02/2019	Approve				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to Approve agreement with Shows, Dearman and Waits, Inc. for Engineering Services related to the East Jerusalem Area Water Line Replacement project; Authorize the Mayor to execute in duplicate.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2019-245

Title

Approve agreement with Shows, Dearman and Waits, Inc. for Engineering Services related to the East Jerusalem Area Water Line Replacement project; Authorize the Mayor to execute in duplicate.

Summary

East Jerusalem Area Water Line project engineering contract

Budget Information

075695.7245.29



Engineering Progress

March 13, 2019

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

Attn: Lamar Rutland, P.E.

RE: East Jerusalem Area Water Improvements
City of Hattiesburg, MS

Dear Lamar,

Enclosed please find two (2) original copies of the Agreement between Owner and Engineer for Professional Services for the above referenced project. Please sign where indicated and return one (1) copy to SDW for further processing. The other copy is for your files.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'John T. Weeks', is written over the word 'Sincerely,'.

John T. Weeks, P.E.
Project Engineer

/aa

Enclosures

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
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www.asce.org

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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: East Jerusalem Area Water Line Replacement ("Project").

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

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

Preparation of plans and specifications for the completion of design phase services for the Project, and provision of construction phase engineering and project representative services for the areas identified in Attachment A.

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, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- 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: City of Hattiesburg

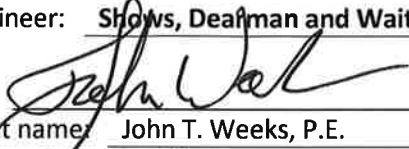
By: _____

Print name: Mayor Toby Barker

Title: Mayor

Date Signed: _____

Engineer: Shoys, Deafman and Waits, Inc.

By:  _____

Print name: John T. Weeks, P.E.

Title: Vice-President

Date Signed: 3/13/19

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 39401

Address for Engineer's receipt of notices:

301 Second Avenue

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

Lamar Rutland, P.E.

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

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 - ~~SECTION DELETED~~

A1.02 Preliminary Design Phase

- A. After issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data". If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
 9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
N/A
 10. Furnish 1 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 180 days of authorization to proceed with this phase, and review them with Owner. Within 15 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 1 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 60 days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of 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. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables: N/A
 10. Furnish for review by Owner, its legal counsel, and other advisors, 1 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 270 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 15 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 1 final copies of such documents to Owner within 60 days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled

Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 - 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 - 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 - 4. Consult with Owner as to the qualifications of prospective contractors.
 - 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 - 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents)

prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:
N/A
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
 3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
 4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of 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, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for

the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
19. *Inspections and Tests:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief,

Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by 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 Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the 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 and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, 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.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: N/A
 25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
 26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 3. Perform or provide the following other Post-Construction Phase tasks or deliverables: N/A

- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

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 significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, 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, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. 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.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

- c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
- 8. Furnishing services of Consultants for other than Basic Services.
 - 9. 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.
 - 10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
 - 11. 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).
 - 12. 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.
 - 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
 - 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
 - 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
 - 16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
 - 17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. 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.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. 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. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. 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.

- I. 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 constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. 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.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. 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.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: N/A

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-3: Basic Services – Percentage of Construction Cost

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) – Percentage of Construction Cost 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. *General:* An amount equal to **nine (9)** percent of the Construction Cost. This amount includes compensation for Engineer’s Services and services of Engineer’s Consultants, if any. The percentage of Construction Cost noted herein accounts for labor, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).
 2. As a basis for payment to Engineer, Construction Cost will be based on one or more of the following determinations with precedence in the order listed for Work designed or specified by Engineer:
 - a. For Work designed or specified and incorporated in the completed Project, the actual final price of the Construction Contract(s), as duly adjusted by Change Orders.
 - b. For Work designed or specified but not constructed, the lowest bona fide Bid received from a qualified bidder for such Work; or, if the Work is not bid, the lowest bona fide negotiated proposal for such Work.
 - c. For Work designed or specified but not constructed upon which no such Bid or proposal is received, Engineer’s most recent opinion of probable Construction Cost.
 - d. Labor furnished by Owner for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by Owner will be included at current market prices.
 - e. For purposes of determining Construction Cost under this provision, no deduction is to be made from Construction Contract pricing on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).
 3. *Reimbursable Expenses:* In addition to the Percentage of Construction Cost, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses: **NONE.**

4. *Progress Payments:*

- a. The portion of the amounts billed for Engineer's services that is on account of the Percentage of Construction Cost 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. Upon conclusion of each phase of Basic Services, Owner shall pay such additional amount, if any, as may be necessary to bring total compensation paid during such phase on account of the percentage of Construction Cost to the following estimated percentages of total compensation payable on account of the percentage of Construction Cost for all phases of Basic Services:

Preliminary Design Phase	30%
Final Design Phase	60%
Bidding or Negotiating Phase	10%
	100%

- c. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

COMPENSATION PACKET RPR-2:
Resident Project Representative – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

1. **Resident Project Representative Services:** For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, 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 Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be **\$87,000** based upon part-time RPR services on an eight-hour workday, Monday through Friday, over a **270 day** construction schedule.

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 Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer **NONE**.

C. Other Provisions Concerning Payment Under this Paragraph C2.04:

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 **1.2**.
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. **Estimated Compensation Amounts:**
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and

compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

4. 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.

**COMPENSATION PACKET AS-1:
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 1.2.
 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.

This is **Appendix 2 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 2, 2019.

Standard Hourly Rates Schedule - 2019

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

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
 - d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

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.

City of Hattiesburg, Mississippi East Jerusalem Area Water Improvements

East Jerusalem Enhancement Boundary

Scale: 1"=600'
Date: 2/27/2019
Project No: 11284

Project Scope
Water Line Replacement
Water Service Replacement

sdps Engineering Progress
Presented By:

3012nd Ave (Hattiesburg, MS 39401) (p) 601.544.1821 (f) 601.544.0501

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
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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: East Jerusalem Area Water Line Replacement ("Project").

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

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

Preparation of plans and specifications for the completion of design phase services for the Project, and provision of construction phase engineering and project representative services for the areas identified in Attachment A.

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, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- 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*

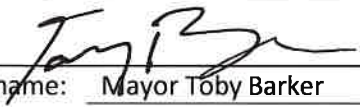
- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer’s and Owner’s representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority 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: City of Hattiesburg

By: 

Print name: Mayor Toby Barker

Title: Mayor

Date Signed: 4/10/19

Address for Owner's receipt of notices:

P.O. Box 1898

Hattiesburg, MS 39401

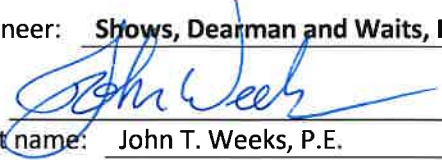
Designated Representative (Paragraph 8.03.A):
Lamar Rutland, P.E.

Title: Director of Engineering

Phone Number: 601-545-4540

E-Mail Address: lrutland@hattiesburgms.com

Engineer: Shows, Dearman and Waits, Inc.

By: 

Print name: John T. Weeks, P.E.

Title: Vice-President

Date Signed: 3/13/19

Engineer License or Firm's Certificate No. (if required):

E-4

State of: Mississippi

Address for Engineer's receipt of notices:

301 Second Avenue

Hattiesburg, MS 39401

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 April 2, 2019.

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 - SECTION DELETED

A1.02 Preliminary Design Phase

- A. After issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data". If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

Exhibit A – Engineer's Services

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
 9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
N/A
 10. Furnish 1 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 180 days of authorization to proceed with this phase, and review them with Owner. Within 15 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 1 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 60 days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

Exhibit A – Engineer's Services

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of 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. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables: N/A
 10. Furnish for review by Owner, its legal counsel, and other advisors, 1 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 270 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 15 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 1 final copies of such documents to Owner within 60 days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled

Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 - 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 - 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 - 4. Consult with Owner as to the qualifications of prospective contractors.
 - 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 - 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents)

prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:
N/A

- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
 1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
 3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
 4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of 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, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
19. *Inspections and Tests:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief,

Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by 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 Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the 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 and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, 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.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: N/A

25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
N/A

- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

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 significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, 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, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. 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.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

- c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
- 8. Furnishing services of Consultants for other than Basic Services.
 - 9. 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.
 - 10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
 - 11. 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).
 - 12. 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.
 - 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
 - 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
 - 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
 - 16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
 - 17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

Exhibit A – Engineer's Services

18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. 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.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. 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.

This is **EXHIBIT B**, consisting of **3** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 2, 2019.

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. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. 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.

- I. 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 constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. 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.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. 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.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: N/A

This is **EXHIBIT C**, consisting of 7 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 2, 2019.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-3: Basic Services – Percentage of Construction Cost

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) – Percentage of Construction Cost 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. *General:* An amount equal to nine (9) percent of the Construction Cost. This amount includes compensation for Engineer’s Services and services of Engineer’s Consultants, if any. The percentage of Construction Cost noted herein accounts for labor, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).
 2. As a basis for payment to Engineer, Construction Cost will be based on one or more of the following determinations with precedence in the order listed for Work designed or specified by Engineer:
 - a. For Work designed or specified and incorporated in the completed Project, the actual final price of the Construction Contract(s), as duly adjusted by Change Orders.
 - b. For Work designed or specified but not constructed, the lowest bona fide Bid received from a qualified bidder for such Work; or, if the Work is not bid, the lowest bona fide negotiated proposal for such Work.
 - c. For Work designed or specified but not constructed upon which no such Bid or proposal is received, Engineer’s most recent opinion of probable Construction Cost.
 - d. Labor furnished by Owner for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by Owner will be included at current market prices.
 - e. For purposes of determining Construction Cost under this provision, no deduction is to be made from Construction Contract pricing on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).
 3. *Reimbursable Expenses:* In addition to the Percentage of Construction Cost, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses: **NONE.**

4. *Progress Payments:*

- a. The portion of the amounts billed for Engineer's services that is on account of the Percentage of Construction Cost 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. Upon conclusion of each phase of Basic Services, Owner shall pay such additional amount, if any, as may be necessary to bring total compensation paid during such phase on account of the percentage of Construction Cost to the following estimated percentages of total compensation payable on account of the percentage of Construction Cost for all phases of Basic Services:

Preliminary Design Phase	30%
Final Design Phase	60%
Bidding or Negotiating Phase	10%
	100%

- c. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

**COMPENSATION PACKET RPR-2:
Resident Project Representative – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

1. **Resident Project Representative Services:** For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, 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 Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be **\$87,000** based upon part-time RPR services on an eight-hour workday, Monday through Friday, over a **270 day** construction schedule.

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 Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer **NONE**.

C. Other Provisions Concerning Payment Under this Paragraph C2.04:

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 **1.2**.
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. **Estimated Compensation Amounts:**
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and

compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

4. 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.

**COMPENSATION PACKET AS-1:
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 1.2.
 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.

This is **Appendix 2 to EXHIBIT C**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 2, 2019.

Standard Hourly Rates Schedule - 2019

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

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 2, 2019.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 2, 2019.

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.

Exhibit I - Limitations on Liability.

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City of Hattiesburg, Mississippi East Jerusalem Area Water Improvements

East Jerusalem Enhancement Boundary

UNK98 UNK97
Scale: 1"=600'
Date: 2/27/2019
Project No: 11284

Project Scope
Water Line Replacement
Water Service Replacement

sdps
Engineering Progress

3012nd Ave | Hattiesburg, MS 39401 | (P) 601-574-1821 | (F) 601-574-0501



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2019-249

File ID: 2019-249

Type: Regular Agenda Item

Status: Policy Agenda

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 03/25/2019

Brief Title: Lighting Repairs for Bonhomie Street-Hattiesburg

Final Action: 04/02/2019

Minute Book Number: MB 2019-88

Title:

Authorize Mayor to execute lighting request with Mississippi Power Company to provide lighting repairs at Bonhomie Street from Wisteria Drive south to St. Claire for a net increase to the monthly bill of \$34.36.

Notes: Please return one (1) PDF copy of executed contract to Engineering.

Agenda Date: 04/02/2019

Indexes:

Agenda Number: V.-10

Sponsors:

Enactment Date:

Attachments: Lighting Repairs for Bonhomie Street, Hattiesburg,
Executed Lighting Request with MS Power Bonhomie
St from Wisteria Drive to St Claire

Enactment Number:

Contact:

Meeting Date: 04/02/2019

Drafter: Kathleen Hartfield

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/02/2019	Authorize				Pass
Action Text: A MOTION was made by Council Member Brown and seconded by Council Vice President Dryden to Authorize Mayor to execute lighting request with Mississippi Power Company to provide lighting repairs at Bonhomie Street from Wisteria Drive south to St. Claire for a net increase to the monthly bill of \$34.36.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2019-249

Title

Authorize Mayor to execute lighting request with Mississippi Power Company to provide lighting repairs at Bonhomie Street from Wisteria Drive south to St. Claire for a net increase to the monthly bill of \$34.36.

Summary

Authorize Mayor to execute lighting request with Mississippi Power Company to provide lighting repairs at Bonhomie Street from Wisteria Drive south to St. Claire for a net increase to the monthly bill of \$34.36.

DATE: 3/14/19

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME N/A ACCOUNT # 59841-82000

DEVELOPER SIGNATURE N/A DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____
Attach a plat for development.

**TO: MISSISSIPPI POWER COMPANY, ATTN. : (MPC LIGHTING SERVICES) P.O. Box 4079,
Gulfport, MS 39502 or Email: (G2MPCL SVC@southernco.com)**

DATE MAIL/EMAIL RECEIVED _____

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

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

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		
100 WATT HPS	<u>R - 3</u>	<u>Bonhomie St from Wisteria south to St Claire</u>
150 WATT HPS	_____	_____
250 WATT HPS	_____	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____
LED FIXTURES		
110 WATT LED	_____	_____
190 WATT LED	_____	_____
280 WATT LED	_____	_____
OTHER FIXTURES		
90 WATT LED	<u>I- 5</u>	<u>Monthly Increase \$34.36</u>
_____	_____	_____
_____	_____	_____

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

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

DATE: 3/14/19

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg

PHONE: _____

AUTHORIZED SIGNATURE [Signature]

DATE: 4/10/19

DEVELOPER NAME N/A

ACCOUNT # 59841-82000

DEVELOPER SIGNATURE N/A

DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____
Attach a plat for development.

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

Gulfport, MS 39502 or Email: (G2MPCLSVC@southernco.com)

DATE MAIL/EMAIL RECEIVED _____

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TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		
100 WATT HPS	<u>R - 3</u>	<u>Bonhomie St from Wisteria south to St Claire</u>
150 WATT HPS	_____	_____
250 WATT HPS	_____	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____
LED FIXTURES		
110 WATT LED	_____	_____
190 WATT LED	_____	_____
280 WATT LED	_____	_____
OTHER FIXTURES		
90 WATT LED	<u>I- 5</u>	<u>Monthly Increase \$34.36</u>
_____	_____	_____
_____	_____	_____

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City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2019-250

File ID: 2019-250

Type: Regular Agenda Item

Status: Policy Agenda

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 03/25/2019

Brief Title: Lighting Repairs for Atlanta and Fairley
Streets-Hattiesburg

Final Action: 04/02/2019

Minute Book Number: MB 2019-88

Title:

Authorize Mayor to execute lighting request with Mississippi Power Company to provide lighting repairs at Atlanta and Fairley Streets for a net increase to the monthly bill of \$100.21.

Notes: Please return one (1) PDF copy of executed contract to Engineering.

Agenda Date: 04/02/2019

Indexes:

Agenda Number: V.-11

Sponsors:

Enactment Date:

Attachments: MS Power-Atlanta and Fairley Streets, Executed
Lighting Request with MS Power Atlanta and Fairley
Streets

Enactment Number:

Contact:

Meeting Date: 04/02/2019

Drafter: Kathleen Hartfield

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/02/2019	Authorize				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member George to Authorize Mayor to execute lighting request with Mississippi Power Company to provide lighting repairs at Atlanta and Fairley Streets for a net increase to the monthly bill of \$100.21.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2019-250

Title

Authorize Mayor to execute lighting request with Mississippi Power Company to provide lighting repairs at Atlanta and Fairley Streets for a net increase to the monthly bill of \$100.21.

Summary

Authorize Mayor to execute lighting request with Mississippi Power Company to provide lighting repairs at Atlanta and Fairley Streets for a net increase to the monthly bill of \$100.21.

DATE: 3/14/19

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME N/A ACCOUNT # 59841-82000

DEVELOPER SIGNATURE N/A DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____
Attach a plat for development.

**TO: MISSISSIPPI POWER COMPANY, ATTN. : (MPC LIGHTING SERVICES) P.O. Box 4079,
Gulfport, MS 39502 or Email: (G2MPCLSVC@southernco.com)**

DATE MAIL/EMAIL RECEIVED _____

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

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

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		
100 WATT HPS	<u>R - 20</u>	<u>Atlanta and Fairley St - LED upgrade</u>
150 WATT HPS	_____	_____
250 WATT HPS	_____	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____
LED FIXTURES		
110 WATT LED	_____	_____
190 WATT LED	_____	_____
280 WATT LED	_____	_____
OTHER FIXTURES		
<u>90 WATT LED</u>	<u>I- 23</u>	<u>Monthly Increase \$100.21</u>
_____	_____	_____
_____	_____	_____

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

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

DATE: 3/14/19

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg

PHONE: _____

AUTHORIZED SIGNATURE [Signature]

DATE: 4/12/19

DEVELOPER NAME: N/A

ACCOUNT # 59841-82000

DEVELOPER SIGNATURE N/A

DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

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

Gulfport, MS 39502 or Email: (G2MPCLSVC@southernco.com)

DATE MAIL/EMAIL RECEIVED _____

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TYPE LIGHT

NUMBER TO INSTALL (I)
NUMBER TO REMOVE (R)

LOCATION AND COMMENTS

COBRA HEAD FIXTURES

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
100 WATT HPS	R - 20	Atlanta and Fairley St - LED upgrade
150 WATT HPS		
250 WATT HPS		
400 WATT HPS		
1000 WATT HPS		
350 WATT MH		

LED FIXTURES

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
110 WATT LED		
190 WATT LED		
280 WATT LED		

OTHER FIXTURES

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
90 WATT LED	I- 23	Monthly Increase \$100.21

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City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2019-252

File ID: 2019-252

Type: Regular Agenda Item

Status: Policy Agenda

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 03/25/2019

Brief Title: Lighting Repairs for Ida Ave., end of Baxter-900
Baxter-Hattiesburg

Final Action: 04/02/2019

Minute Book Number: MB 2019-89

Title:

Authorize Mayor to execute lighting request with Mississippi Power Company to provide lighting repairs at Ida Avenue, end of Baxter-900 Baxter for a net increase to the monthly bill of \$12.47.

Notes: Please return one (1) PDF copy of executed contract to Engineering.

Agenda Date: 04/02/2019

Indexes:

Agenda Number: V.-12

Sponsors:

Enactment Date:

Attachments: MS Power-Ida End of Baxter-900 Baxter, Executed
Lighting Request with MS Power Ida Ave end of
Baxter

Enactment Number:

Contact:

Meeting Date: 04/02/2019

Drafter: Kathleen Hartfield

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/02/2019	Authorize				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Authorize Mayor to execute lighting request with Mississippi Power Company to provide lighting repairs at Ida Avenue, end of Baxter-900 Baxter for a net increase to the monthly bill of \$12.47.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2019-252

Title

Authorize Mayor to execute lighting request with Mississippi Power Company to provide lighting repairs at Ida Avenue, end of Baxter-900 Baxter for a net increase to the monthly bill of \$12.47.

Summary

Authorize Mayor to execute lighting request with Mississippi Power Company to provide lighting repairs at Ida Avenue, end of Baxter-900 Baxter for a net increase to the monthly bill of \$12.47.

DATE: 3/15/19

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME N/A ACCOUNT # 59841-82000

DEVELOPER SIGNATURE N/A DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

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

Gulfport, MS 39502 or Email: (G2MPCLSVC@southernco.com)

DATE MAIL/EMAIL RECEIVED _____

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

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TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		
100 WATT HPS	_____	_____
150 WATT HPS	_____	_____
250 WATT HPS	_____	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____
LED FIXTURES		
110 WATT LED	_____	_____
190 WATT LED	_____	_____
280 WATT LED	_____	_____
OTHER FIXTURES		
90 WATT LED	<u>1 - 1 \$12.47</u>	<u>Ida End of Baxter - 900 Baxter - Adding light/bracket and wire</u>
_____	_____	_____
_____	_____	_____

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

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

DATE: 3/15/19

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg

PHONE: _____

AUTHORIZED SIGNATURE [Signature]

DATE: 4/10/19

DEVELOPER NAME N/A

ACCOUNT # 59841-82000

DEVELOPER SIGNATURE N/A

DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____
Attach a plat for development.

**TO: MISSISSIPPI POWER COMPANY, ATTN. : (MPC LIGHTING SERVICES) P.O. Box 4079,
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DATE MAIL/EMAIL RECEIVED _____

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TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		
100 WATT HPS	_____	_____
150 WATT HPS	_____	_____
250 WATT HPS	_____	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____
LED FIXTURES		
110 WATT LED	_____	_____
190 WATT LED	_____	_____
280 WATT LED	_____	_____
OTHER FIXTURES		
90 WATT LED	<u>1 - 1 \$12.47</u>	<u>Ida End of Baxter - 900 Baxter - Adding light/bracket and wire</u>
_____	_____	_____
_____	_____	_____

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City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2019-266

File ID: 2019-266

Type: Regular Agenda Item

Status: Policy Agenda

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 03/27/2019

Brief Title: Pool Management Agreement.

Final Action: 04/02/2019

Minute Book Number: MB 2019-89

Title:

Authorize Mayor to execute Pool Management Agreement between the City of Hattiesburg and Michelle Williams for the management operation of the City of Hattiesburg Summer Aquatic Program.

Notes:

Agenda Date: 04/02/2019

Indexes:

Agenda Number: V.-13

Sponsors:

Enactment Date:

Attachments: 2019 Pool Management Agreement, Executed pool mgmt agreement - Michelle Williams

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/02/2019	Authorize				Pass
Action Text: A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Authorize Mayor to execute Pool Management Agreement between the City of Hattiesburg and Michelle Williams for the management operation of the City of Hattiesburg Summer Aquatic Program.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2019-266

Title

Authorize Mayor to execute Pool Management Agreement between the City of Hattiesburg and Michelle Williams for the management operation of the City of Hattiesburg Summer Aquatic Program.

Summary

Pool Management Agreement between the City of Hattiesburg and Michelle Williams.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG
PARKS AND RECREATION DEPARTMENT
POOL MANAGEMENT AGREEMENT

THIS AGREEMENT made and entered into on this the 1st day of May, 2019, between the City of Hattiesburg, Mississippi, hereinafter referred to as "City" and Michelle Williams, hereinafter referred to as "Contractor".

WHEREAS, the City is the owner of three (3) swimming pool facilities located at Dahmer Park Pool, Ben McNair Recreation Center Pool, and Scott Jones Jr. Pool at C.E. Roy Community Center.

WHEREAS, the Contractor is willing to undertake the obligations herein set forth in order to provide Aquatic activities and services at said facilities.

NOW, THEREFORE, in consideration of the promises and of the covenants herein expressed, the City and Contractor mutually agree as follow:

SECTION I

GENERAL TERMS AND CONDITIONS

1.1 TERM OF AGREEMENT

1.2 The Agreement shall commence on or about May 1, 2019, and shall end July 31, 2019, unless terminated earlier under provisions herein.

2.1 TERMINATION AND CANCELLATION

2.2 The City may terminate this contract at any time by delivery of written notice stating the contract will terminate within thirty (30) days from date of the receipt of said notice.

2.3 The Contractor may terminate this contract at any time by delivery of written notice Stating the contract will terminate within thirty (30) days from date of receipt of said notice.

3.1 NEGOTIATIONS

3.2 The City reserves the right to negotiate all elements which comprise the Contractor's proposal to ensure the best possible consideration is afforded to all concerned

4.1 LEGAL RELATIONSHIPS

4.2 It is understood and hereby agreed by the parties the Contractor is and shall be an

Independent contractor and shall control all ways, means and details incident to the performance of him/herself and his/her agents and employees under this contract. Neither the Contractor nor his/her agents or employees shall be subject to the personnel policies of the City, nor participate in the benefits which accrue to City employees. Both parties agree to indemnify and hold harmless each other from any and all claims or losses which may result from any negligence or misconduct on the part of either party, agents, employees or representatives.

5.1 LAWS, STATUS AND OTHER GOVERNMENTAL PROVISIONS

- 5.2 The Contractor shall at all times observe and comply with all Federal and State Laws and City Ordinances and Regulation which affect the operation of Pool Facilities and will comply with all orders, laws, ordinances and regulations which may be enacted by a body having jurisdiction over such facilities.

6.1 EQUAL OPPORTUNITY

- 6.2 The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to that title, to the end, in accordance with Title VI of the Act and the regulations, no person in the United States shall, on the grounds of race, color, age, sex, disability or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination as a result of any use or activity at the stated premises.
- 6.3 In the event the Contractor does not comply with the non-discrimination clauses of the Agreement, the Agreement may be cancelled, terminated or suspended in whole or in part, and the Contractor may be barred from further contracts with the City of Hattiesburg, Mississippi.

SECTION II
SPECIFIC DUTIES

1.1 SPECIFIC DUTIES

- 1.2 Contractor shall organize and manage the City of Hattiesburg Summer Aquatics Program.
- 1.3 Contractor shall oversee hiring, training (certification), and supervision of all City of Hattiesburg pool staff including, but not limited to lifeguards, water safety instructors, head lifeguards and other pool related staff to assist it in the performance of this Agreement.
- 1.4 Contractor shall coordinate all lifeguard training and certification
- 1.5 Contractor shall coordinate all lifeguard manager training for head lifeguards
- 1.6 Contractor shall coordinate/provide weekly in-service training for staff
- 1.7 Contractor shall provide daily staff meetings with head lifeguards
- 1.8 Contractor shall provide lifeguard management
- 1.9 Contractor shall provide program management
- 1.9.1 Includes group swim scheduling and coordination.
- 1.9.2 Includes staff scheduling and work hour submission to City timekeeper.
- 1.9.3 Includes daily fee collection and submission to City Recreation Department.
- 1.9.4 Includes other duties or tasks necessary for a complete and professional management of the City of Hattiesburg Summer Aquatics Program.
- 1.9.5 Contractor shall coordinate with pool maintenance company to provide and schedule pool cleaning/maintenance.
- 1.10 Contractor shall provide swim lessons during group swims as available
- 1.11 Contractor shall provide water safety instructor training to City staff as available
- 1.12 Performance reports are to be provided by the Contractor to the City daily. Records to be kept:

- a. Daily pool group attendance, daily lesson participation, daily public swim attendance and names.
 - b. Fee collection data per pool
 - c. Daily water chemistry (hourly) data for chlorine and Ph.
- 1.13 The Contractor shall promptly inform the Director of Parks and Recreation of any and all damage or need for repair to any of the Pool Facilities.
- 1.14 The Contractor shall indemnify and hold harmless the City from all expenses, damages, attorneys' fees and other costs arising from any claim or suit in whole or in part from any claim or suit in whole or in part from any alleged failure or negligence of Contractor in operation of the City of Hattiesburg Summer Aquatics Program and/or any tort committed by Contractor and/or the Contractor's employee.

2.1 SUPPLY AND MAINTENANCE OF EQUIPMENT AND LIFEGUARD STAFF

- 2.2 The City shall supply and maintain all pool mechanical equipment located at the Pool facilities.
- 2.3 Equipment owned by the contractor will be maintained at its own expense.
- 2.4 The City shall supply pool chemicals.
- 2.5 The City shall provide vacuum equipment.
- 2.6 The Contractor shall notify the City's Director of Parks and Recreation when City – owned equipment is in need of maintenance. The City shall perform such maintenance at its own cost and expense.
- 2.7 The Contractor agrees to surrender City-owned equipment in good condition, normal wear and tear expected, at the termination of this Agreement or when the Contractor vacates the premises.

SECTION III

COMPENSATION

The City of Hattiesburg shall pay the Contractor a total of \$9,000.00 for the above-mentioned services.

IN WITNESS WHEREOF City and Contractor have executed this Agreement on the day and year first above written.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Mayor

CONTRACTOR

BY: _____

CITY OF HATTIESBURG
PARKS AND RECREATION DEPARTMENT
POOL MANAGEMENT AGREEMENT

THIS AGREEMENT made and entered into on this the 1st day of May, 2019, between the City of Hattiesburg, Mississippi, hereinafter referred to as "City" and Michelle Williams, hereinafter referred to as "Contractor".

WHEREAS, the City is the owner of three (3) swimming pool facilities located at Dahmer Park Pool, Ben McNair Recreation Center Pool, and Scott Jones Jr. Pool at C.E. Roy Community Center.

WHEREAS, the Contractor is willing to undertake the obligations herein set forth in order to provide Aquatic activities and services at said facilities.

NOW, THEREFORE, in consideration of the promises and of the covenants herein expressed, the City and Contractor mutually agree as follow:

SECTION I

GENERAL TERMS AND CONDITIONS

1.1 TERM OF AGREEMENT

1.2 The Agreement shall commence on or about May 1, 2019, and shall end July 31, 2019, unless terminated earlier under provisions herein.

2.1 TERMINATION AND CANCELLATION

2.2 The City may terminate this contract at any time by delivery of written notice stating the contract will terminate within thirty (30) days from date of the receipt of said notice.

2.3 The Contractor may terminate this contract at any time by delivery of written notice Stating the contract will terminate within thirty (30) days from date of receipt of said notice.

3.1 NEGOTIATIONS

3.2 The City reserves the right to negotiate all elements which comprise the Contractor's proposal to ensure the best possible consideration is afforded to all concerned

4.1 LEGAL RELATIONSHIPS

4.2 It is understood and hereby agreed by the parties the Contractor is and shall be an

Independent contractor and shall control all ways, means and details incident to the performance of him/herself and his/her agents and employees under this contract. Neither the Contractor nor his/her agents or employees shall be subject to the personnel policies of the City, nor participate in the benefits which accrue to City employees. Both parties agree to indemnify and hold harmless each other from any and all claims or losses which may result from any negligence or misconduct on the part of either party, agents, employees or representatives.

5.1 LAWS, STATUS AND OTHER GOVERNMENTAL PROVISIONS

- 5.2 The Contractor shall at all times observe and comply with all Federal and State Laws and City Ordinances and Regulation which affect the operation of Pool Facilities and will comply with all orders, laws, ordinances and regulations which may be enacted by a body having jurisdiction over such facilities.

6.1 EQUAL OPPORTUNITY

- 6.2 The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to that title, to the end, in accordance with Title VI of the Act and the regulations, no person in the United States shall, on the grounds of race, color, age, sex, disability or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination as a result of any use or activity at the stated premises.
- 6.3 In the event the Contractor does not comply with the non-discrimination clauses of the Agreement, the Agreement may be cancelled, terminated or suspended in whole or in part, and the Contractor may be barred from further contracts with the City of Hattiesburg, Mississippi.

SECTION II
SPECIFIC DUTIES

1.1 SPECIFIC DUTIES

- 1.2 Contractor shall organize and manage the City of Hattiesburg Summer Aquatics Program.
- 1.3 Contractor shall oversee hiring, training (certification), and supervision of all City of Hattiesburg pool staff including, but not limited to lifeguards, water safety instructors, head lifeguards and other pool related staff to assist it in the performance of this Agreement.
- 1.4 Contractor shall coordinate all lifeguard training and certification
- 1.5 Contractor shall coordinate all lifeguard manager training for head lifeguards
- 1.6 Contractor shall coordinate/provide weekly in-service training for staff
- 1.7 Contractor shall provide daily staff meetings with head lifeguards
- 1.8 Contractor shall provide lifeguard management
- 1.9 Contractor shall provide program management
- 1.9.1 Includes group swim scheduling and coordination.
- 1.9.2 Includes staff scheduling and work hour submission to City timekeeper.
- 1.9.3 Includes daily fee collection and submission to City Recreation Department.
- 1.9.4 Includes other duties or tasks necessary for a complete and professional management of the City of Hattiesburg Summer Aquatics Program.
- 1.9.5 Contractor shall coordinate with pool maintenance company to provide and schedule pool cleaning/maintenance.
- 1.10 Contractor shall provide swim lessons during group swims as available
- 1.11 Contractor shall provide water safety instructor training to City staff as available
- 1.12 Performance reports are to be provided by the Contractor to the City daily. Records to be kept:

- a. Daily pool group attendance, daily lesson participation, daily public swim attendance and names.
 - b. Fee collection data per pool
 - c. Daily water chemistry (hourly) data for chlorine and Ph.
- 1.13 The Contractor shall promptly inform the Director of Parks and Recreation of any and all damage or need for repair to any of the Pool Facilities.
- 1.14 The Contractor shall indemnify and hold harmless the City from all expenses, damages, attorneys' fees and other costs arising from any claim or suit in whole or in part from any claim or suit in whole or in part from any alleged failure or negligence of Contractor in operation of the City of Hattiesburg Summer Aquatics Program and/or any tort committed by Contractor and/or the Contractor's employee.

2.1 SUPPLY AND MAINTENANCE OF EQUIPMENT AND LIFEGUARD STAFF

- 2.2 The City shall supply and maintain all pool mechanical equipment located at the Pool facilities.
- 2.3 Equipment owned by the contractor will be maintained at its own expense.
- 2.4 The City shall supply pool chemicals.
- 2.5 The City shall provide vacuum equipment.
- 2.6 The Contractor shall notify the City's Director of Parks and Recreation when City – owned equipment is in need of maintenance. The City shall perform such maintenance at its own cost and expense.
- 2.7 The Contractor agrees to surrender City-owned equipment in good condition, normal wear and tear expected, at the termination of this Agreement or when the Contractor vacates the premises.

SECTION III

COMPENSATION

The City of Hattiesburg shall pay the Contractor a total of \$9,000.00 for the above-mentioned services.

IN WITNESS WHEREOF City and Contractor have executed this Agreement on the day and year first above written.

CITY OF HATTIESBURG, MISSISSIPPI

BY: 
Mayor

CONTRACTOR

BY: 



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2019-257

File ID: 2019-257

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 03/25/2019

Brief Title: Declare and approve rental of election equipment for upcoming municipal Special election as Sole source; authorize City Clerk to execute rental agreement.

Final Action: 04/02/2019

Minute Book Number: MB 2019-89-90

Title:

Declare and approve a sole source purchase covering rental of election equipment and related services for the upcoming municipal special election, as provided for in MS Code Section 31-7-13(m) (viii), based on information in the attached memorandum; authorize City Clerk to execute rental agreement with Election Systems and Software, Inc., in an amount not to exceed \$17,490.00.

Notes:

Agenda Date: 04/02/2019

Indexes:

Agenda Number: V.-14

Sponsors:

Enactment Date:

Attachments: ES&S 4-23-19 agreement, Memo-1% special election-SS

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/02/2019	Approve				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member George to Declare and approve a sole source purchase covering rental of election equipment and related services for the upcoming municipal special election, as provided for in MS Code Section 31-7-13(m) (viii), based on information in the attached memorandum; authorize City Clerk to execute rental agreement with Election Systems and Software, Inc., in an amount not to exceed \$17,490.00.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2019-257

Title

Declare and approve a sole source purchase covering rental of election equipment and related services for the upcoming municipal special election, as provided for in MS Code Section 31-7-13(m) (viii), based on information in the attached memorandum; authorize City Clerk to execute rental agreement with Election Systems and Software, Inc., in an amount not to exceed \$17,490.00.

Summary

Declare and approve rental of election equipment for upcoming municipal special election as Sole source; authorize City Clerk to execute rental agreement.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

ELECTION Systems & Software

March 21st, 2019

Re: Municipal Election Support

Quote # - ESS-952

Kermas Eaton (City Clerk)

City of Hattiesburg

PO Box 1898, 39403

200 Forest Street

Hattiesburg, MS 39401

Phone: 601-545-4602

Fax: 601-584-4892

e-mail: keaton@hattiesburgms.com, dlarremore@hattiesburgms.com

Dear Mr. Eaton

ES&S is pleased to offer to you the following pricing for your 2019 Municipal Election Support.

April 23rd, 2019 Municipal Election Support

5 Days of Technician Support @ \$835/per day - \$4,175.00

Delivery and Rental of (34) TSX machines and peripherals - \$12,410.00

- Includes Voter Access Cards, paper, Supervisor Cards, Administrator Cards, encoders, headphones, TSX cards, seals, etc....

Database Coding Support - \$1,355.00

Total - \$17,940.00

Considerations that impact pricing:

1. Pricing is valid for 60 days.
2. Price includes all travel and expenses.
3. All Sales, Services and Licenses are subject and bound to the terms and conditions of ES&S.

Thank you again for the opportunity to quote your Municipal Election Support. We would ask that you please approve this proposal by signing and returning so that we can secure the necessary resources needed to support this service. Please feel free to call with any questions you might have pertaining to this proposal.

Sincerely,



Bill Lowe
Election Systems & Software
Account Manager - State of Mississippi
5738 Hwy 80 West Suite C
Jackson, MS 39209
Phone - 601-922-2476
Cell - 601-497-4769
Fax - 601-922-8475

Election Official Approval

"Maintaining Voter Confidence. Enhancing the Voting Experience."

11208 John Galt Boulevard • Omaha, NE 68137 USA • Phone: 402.593.0101 • Toll-Free: 1.800.247.8683 • Fax: 402.593.8107 • www.essvote.com



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 Members

From: Kermas Eaton, City Clerk

Date: March 25, 2019

RE: Sole Source request for rental of election equipment

To facilitate a timely and accurate processing of ballots cast in the upcoming municipal special election, I wish to request approval of a Sole Source Declaration covering rental of equipment and related services. Provisions covering this purchase are provided for in Section 31-7-13(m) (viii) of the Mississippi Code of 1972.

The ballot used by the City is an optical scan ballot supplied by Election Systems & Software (ES&S). Ballots are purchased under the provisions of Section 31-7-13(m) (xvi) of the Mississippi Code of 1972. The Optical scan ballot supplied by this company cannot be used on any other system except an ES&S model scanner.

Enclosed is a rental agreement with ES&S for the rental of a scanner and related equipment and services in the amount not to exceed \$17,940.00. The price includes a technician on site at City Hall for testing and operation of the equipment.

Please let me know if further information is needed.

Sincerely,

Kermas Eaton

City Clerk



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2019-247

File ID: 2019-247

Type: Regular Agenda Item

Status: Routine Agenda

Version: 1

Reference:

In Control: City Council

Requester: Kermas Eaton

File Created: 03/22/2019

Brief Title: Acknowledge receipt of the two quote bid purchase docket report for the period of February 25, 2019 through March 21, 2019

Final Action:

Minute Book Number: MB 2019-90

Title:

Acknowledge receipt of the two quote bid purchase docket report for the period of February 25, 2019 through March 21, 2019 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972.

Notes:

Agenda Date: 04/02/2019

Indexes:

Agenda Number: VI.-1

Sponsors:

Enactment Date:

Attachments: UAB Report, 2798 FINAL, 2799 FINAL, 2800 FINAL, 2801FINAL, 2802 FINAL, 2803 FINAL, 2805 FINAL, Memo for Council

Enactment Number:

Contact:

Meeting Date: 04/02/2019

Drafter: Michael Pope

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/02/2019					

Text of Legislative File 2019-247

Title

Acknowledge receipt of the two quote bid purchase docket report for the period of February 25, 2019 through March 21, 2019 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972.

Summary

Acknowledge receipt of the two quote bid purchase docket report for the period of February 25, 2019 through March 21, 2019

SUCCESSFUL BID/ OTHER BID	BID RECEIVED	BID AWARDED	BID AMOUNT	PURCHASE ORDER	ITEM DESCRIPTION
WALTERS CONSTRUCTION CO INC WARREN & WARREN ASPHALT PAVING LLC	02/25/19 02/22/19	02/27/19 02/27/19	49,060.00 65,500.00	187090	BEVERLY HILL&DUNCAN LAKE-WALKING TRAIL RE-
WEBBS PAINT COMPANY JACKSON, ROOSEVELT III DAVIS PAINTING	03/04/19 03/01/19 02/28/19	03/04/19 03/04/19 03/04/19	26,040.00 27,570.00 97,795.00	187269	JAYCEE PARK AND TATUM BASEBALL-WASH AND PAI
PERFORMANCE RESCUE MID SOUTH RESCUE	03/03/19 03/07/19	03/07/19 03/07/19	35,380.00 37,910.00	187392	CRASH RESCUE EQUIPMENT
PARK CATALOG B S N SPORTS	03/08/19 03/08/19	03/14/19 03/14/19	46,490.00 47,349.00	187622	PEOPLE'S PARK-ALUMINUM BLEACHERS WITH INSTA
AFFORDABLE EMERGENCY LIGHTS SERVICE FLEET SAFETY EQUIPMENT INC	03/11/19 03/14/19	03/15/19 03/15/19	13,500.00 20,000.00	187675	INSTALL PROVIDED EQUIPMENT IN 10 NEW UNITS
WARING OIL CO (GULFPORT) LARD OIL COMPANY	03/18/19 03/18/19	03/19/19 03/19/19	4,277.50 6,028.00	187750	110 GAL. & 300 GAL. OIL
TOUCHSTONE MOTOR SALES INC WARD MOTOR CO	03/14/19 03/14/19	03/20/19 03/20/19	9,500.00 9,800.00	187771	PUBLIC WORKS-MOWING CREW #4-PICKUP TRUCK-FO

KERMAS EATON
CITY CLERK

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 2/13/19
Order Number 2798 OQWALTERS CONSTRUCTION CO I
2051 HIGHWAY 84 E
LAUREL MS 39443-8310Mail To: CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401PRINTED NAME Spottie Walters

Phone Number 601 5454512

SIGNATURE Spottie Walters DATE 2-26-19

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: BEVERLY HILLS&DUNCAN LAKE-WALKING TRAIL RE-PAVEMENT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
DUNCAN LAKE WALKING TRAIL-PROVIDE LABOR, EQUIPMENT AND MATERIALS. REQUIRED TO CLIP SHOULDERS, CLEAN TRACK TO PROVIDE GOOD DRAINAGE AND A UNIFORM GRADE. PAVE WITH 1.6" ASPHALT SURFACE COURSE(SC-1). THE TOTAL AREA TO BE PAVED CONTAINS APPROXIMATELY 2.451 SQ. YARDS OF SURFACE AREA.	02/13/19	1.00	EA	528 560.00	528 560.00	4-16-19 4-16-19	5-30-19 5-30-19
BEVERLY HILLS PARK WALKING TRAIL-PROVIDE LABOR, EQUIPMENT AND MATERIALS. REQUIRED TO CLIP SHOULDERS AND CLEAN TRACK TO PROVIDE A GOOD DRAINAGE AND UNIFORM GRADE. PAVE WITH 1.6" ASPHALT SURFACE COURSE (SC-1). THE TOTAL AREA TO BE PAVED CONTAINS APPROXIMATELY 1.753 SQ. YARDS OF SURFACE AREA.	02/13/19	1.00	EA	520 500.00	520 500.00	4-16-19 4-16-19	5-30-19 5-30-19

TOTAL BID PRICE ~~1048~~ 1060.00

[Signature]
2/26/19

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 2/13/19
Order Number 2798 00

WARREN & WARREN ASPHALT P
14 LARRY WARREN ROAD
TYLERTOWN MS 39667

Mail To: CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME **Hamilton Kale Hinton**

Phone Number 601 5454512

SIGNATURE *Kale Hinton*

DATE **February 22, 19** Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: BEVERLY HILLS&DUNCAN LAKE-WALKING TRAIL RE-PAVEMENT

ITEM DESCRIPTION	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
DUNCAN LAKE WALKING TRAIL-PROVIDE LABOR, EQUIPMENT, AND MATERIALS, REQUIRED TO CLIP SHOULDERS, CLEAN TRACK TO PROVIDE GOOD DRAINAGE AND A UNIFORM GRADE. PAVE WITH 1.6" ASPHALT SURFACE COURSE (SC-1). THE TOTAL AREA TO BE PAVED CONTAINS APPROXIMATELY 2,451 SQ. YARDS OF SURFACE AREA.	1.00	EA	\$38,500.00	\$ 38,500.00	04/22/19	04/22/19
BEVERLY HILLS PARK WALKING TRAIL-PROVIDE LABOR, EQUIPMENT, AND MATERIALS, REQUIRED TO CLIP SHOULDERS AND CLEAN TRACK TO PROVIDE A GOOD DRAINAGE AND UNIFORM GRADE. PAVE WITH 1.6" ASPHALT SURFACE COURSE (SC-1). THE TOTAL AREA TO BE PAVED CONTAINS APPROXIMATELY 1,753 SQ. YARDS OF SURFACE AREA.	1.00	EA	\$27,000.00	\$ 27,000.00	04/22/19	04/22/19

TOTAL BID PRICE **\$65,500.00**

BILL TO: CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

VENDOR MAILING:
JAMES C WEBB SR.
dba WEBBS PAINT COMPANY
757 RV LINDLEY ROAD
MOSELLE MS 39459

LEWIS, AKIRA
MINUTE BOOK # PENDING
VENDOR # 00111671

(601) 5454667

SHIP TO
CITY OF HATTIESBURG
GROUNDS MAINTENANCE
139 PARKWAY BLVD
HATTIESBURG MS 39401

Page
Date 03/04/19

PO No. 187269

Req No. 2799

PROCESSING CODE:

PROJECT LINE: JAYCEE PARK AND TATUM BASEBALL-WASH AND PAINT

SEND METHOD 1 ()

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
002300.6999	TATUM BASEBALL - VENDOR SHALL PRESSURE WASH THE FOLLOWING: ALL CONCRETE FRONT FRONT ENTRANCE THROUGH THE ENTIRE COMPLEX INCLUDING THE MONUMENTS TOP AND BOTTOM LEVEL OF THE MAIN PRESSBOX BOTTOM LEVEL ONLY OF FIELD 5 PRESSBOX ALL SCOREBOARDS ALL FOUL POLES ON EACH FIELD (TOTAL OF 10) ALL DUGOUTS EXTERIOR AND INTERIOR (TOTAL OF 10) THE ENTIRE STAIRCASE BY FIELD 5 ALL BLEACHERS CITY WILL NOT PROVIDE MATERIAL OR EQUIPMENT	1.00	EA	2,850.0000	2,850.00

002300.6999	TATUM BASEBALL - VENDOR SHALL REPAINT THE FOLLOWING: ALL DUGOUTS INCLUDING THE TOP & INSIDE BLACK BOXES/BENCHES TOUCH-UP PAINT ONLY ON EXTERIOR OF ALL DUGOUTS REPAINT ALL DOORS (TOTAL OF 11) AND ALL FOUL POLES REPAINT POLES AROUND THE MAIN PRESSBOX (TOTAL OF 25) REPAINT INTERIOR OF ALL RESTROOMS (STALLS AND WALLS) REPAINT ENTIRE BOTTOM LEVEL OF FIELD 5 PRESSBOX REPAINT ENTIRE STAIRCASE INCLUDING HANDRAILS AND STEPS REPAINT ALL WOODEN FENCES BLACK *THIS CANNOT BE COMPLETED UNTIL AFTER CONSTRUCTION IS COMPLETED* **VENDOR MUST COORDINATE WITH CITY ON TIMES AND DAYS TO COMPLETE JOB** **VENDOR MUST NOTIFY CITY AT LEAST 2 DAYS PRIOR TO WORK ON THE WEEKENDS** **THIS PROJECT MUST BE COMPLETED BEFORE MARCH 25, 2019**	1.00	EA	9,750.0000	9,750.00
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002300.6999	JAYCEE BALLPARK - VENDOR SHALL PRESSURE WASH THE FOLLOWING: ALL CONCRETE FROM THE FLAG POLE THROUGH THE ENTIRE PARK EXCLUDING THE PARKING LOT *ALL STAINS/DIRT MUST BE REMOVED* ALL DUGOUTS (EXTERIOR AND INTERIOR) ALL BLEACHERS AND STAIRS THE WALK WAY BETWEEN THE STANDS HEADED TO THE MAIN PRESSBOX ALL ADDITIONAL PRESSBOXES AND EXTERIOR OF CONCESSION STAND *ALL CONCRETE AND BLOCK MUST BE PRESSBOX WASHED* **VENDOR MUST HAVE COMMERCIAL EQUIPMENT TO COMPLETE JOB. DUE TO PRACTICES AND GAMES VENDOR MUST COORDINATE WITH CITY WHEN WORK CAN BE COMPLETED** *ALL COLORS ARE TO REMAIN THE SAME* CITY WILL NOT PROVIDE MATERIAL OR EQUIPMENT	1.00	EA	1,700.0000	1,700.00
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002300.6999	JAYCEE BALLPARK - VENDOR SHALL REPAINT THE FOLLOWING: ALL BLEACHERS ALL DUGOUTS: EXTERIOR AND INTERIOR	1.00	EA	11,740.0000	11,740.00
-------------	---	------	----	-------------	-----------

BILL TO: CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

LEWIS, AKIRA
VENDOR # 00111671

VENDOR MAILING:
JAMES C WEBB SR. COMPANY
dba WEBBS PAINT COMPANY
737 RV LINDLEY ROAD
MOSELLE MS 39459

Page Date 03/04/19

PO No. 187269

Req No. 2799

SHIP TO
CITY OF HATTIESBURG
GROUNDS MAINTENANCE
139 PARKWAY BLVD
HATTIESBURG MS 39401

PROCESSING CODE:

SEND METHOD 1 ()

PROJECT LINE: JAYCEE PARK AND TATUM BASEBALL-WASH AND PAINT

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
	ALL PRESSBOXES TOP AND BOTTOM LEVELS INTERIOR OF THE MAIN PRESSBOX WILL BE REPAINTED AS FOLLOWS: EACH ROOM WILL BE REPAINTED EXCLUDING THE 2 STORAGE ROOMS ALL WALLS, CEILINGS, BASEBOARDS AND WINDOW PANES *THE INTERIOR OF THE MAIN PRESSBOX WILL NOT BE COMPLETED UNTIL ALL CONSTRUCTION IS COMPLETE* TOUCH UP PAINT ON EXTERIOR OF CONCESSION STAND INCLUDING THE DOOR CEILING OF TOP LEVEL STAIRCASE MUST BE PAINTED REPAINT THE STEPS TO THE MAIN PRESSBOX INCLUDING THE HAND RAILS REPAINT THE POLES AROUND THE FRONT ENTRANCE FLAG POLE THE BLEACHERS REPAINT ALL WINDOWS THAT HAVE BEEN BOARDED IN *ALL COLORS ARE TO REMAIN THE SAME AND MUST MATCH* *THE CITY WILL NOT PROVIDE ANY MATERIAL OR EQUIPMENT* *VENDOR MUST NOTIFY CITY 2 DAYS PRIOR BEFORE WORKING ON WEEKENDS*				

TOTAL CONTRACT AMOUNT NOT TO EXCEED 26,040.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

FOR CORRECTIONS TO VENDOR
ON LOG ABOVE CONTACT ACCOUNTING
ADDRESS ABOVE
(601) 545-4686.

KERMAE EATON
CITY CLERK

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 2/22/19
Order Number 2799 00JAMES C WEBB SR.
dba WEBBS PAINT COMPANY
757 RV LINDLEY ROAD
MOSELLE MS 39459Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W. FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401PRINTED NAME James C Webb

Phone Number . . . 601 5454512

SIGNATURE [Signature] DATE 3-4-19

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: JAYCEE PARK AND TATUM BASEBALL WASH AND PAINT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
TATUM BASEBALL- VENDOR SHALL PRESSURE WASH THE FOLLOWING: ALL CONCRETE FRONT ENTRANCE THROUGH THE ENTIRE COMPLEX INCLUDING THE MONUMENTS TOP AND BOTTOM LEVEL OF THE MAIN PRESSEBOX BOTTOM LEVEL ONLY OF FIELD 5 PRESSEBOX ALL SCOREBOARDS ALL FOUL POLES ON EACH FIELD (TOTAL OF 10) ALL DUGOUTS EXTERIOR AND INTERIOR (TOTAL OF 10) THE ENTIRE STAIRCASE BY FIELD 5 ALL BLEACHERS CITY WILL NOT PROVIDE MATERIAL OR EQUIPMENT	02/21/19	1.00	EA	<u>2850.00</u>		<u>3-25-19</u>	
TATUM BASEBALL- VENDOR SHALL REPAINT THE FOLLOWING: ALL DUGOUTS INCLUDING THE TOP & INSIDE BLACK BOXES/BENCHES TOUCH UP PAINT ONLY ON EXTERIOR OF ALL DUGOUTS REPAINT ALL DOORS (TOTAL OF 11) AND ALL FOUL POLES REPAINT POLES AROUND THE MAIN PRESSEBOX (TOTAL OF 25) REPAINT INTERIOR OF ALL RESTROOMS (STALLS AND WALLS) REPAINT ENTIRE BOTTOM LEVEL OF FIELD 5 PRESSEBOX REPAINT ENTIRE STAIRCASE INCLUDING HANDRAILS AND STEPS REPAINT ALL WOODEN FENCES BLACK *THIS CANNOT BE COMPLETED UNTIL AFTER CONSTRUCTION IS COMPLETED* **VENDOR MUST COORDINATE WITH CITY ON TIMES AND DAYS TO COMPLETE JOB** **VENDOR MUST NOTIFY CITY AT LEAST 2 DAYS PRIOR TO WORK ON THE WEEKENDS** **THIS PROJECT MUST BE COMPLETED BEFORE MARCH 25, 2019**	02/21/19	1.00	EA	<u>9,750.00</u>			
JAYCEE BALLPARK- VENDOR SHALL PRESSURE WASH THE FOLLOWING: ALL CONCRETE FROM THE FLAG POLE THROUGH THE ENTIRE PARK EXCLUDING THE PARKING LOT *ALL STAINS/DIRT MUST BE REMOVED*	02/21/19	1.00	EA	<u>1,700.00</u>			

Due to unforeseen weather rain day cannotcount as working days

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

2019-03-04 12:30

SW7394FAX 7394 >> 6015456661

P 2/2

Page No. 2
Date 2/22/19
Order Number 2799 OQ

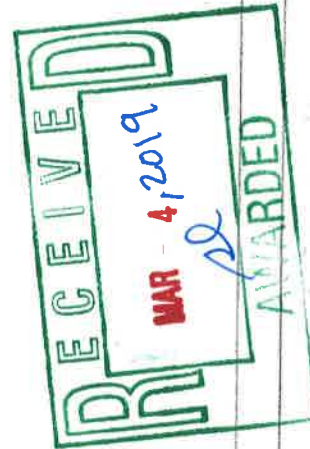
PROJECT LINE: JAYCEE PARK AND TATUM BASEBALL-WASH AND PAINT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
ALL DUGOUTS (EXTERIOR AND INTERIOR) ALL BLEACHERS AND STAIRS THE WALK WAY BETWEEN THE STANDS HEADED TO THE MAIN PRESSBOX ALL ADDITIONAL PRESSBOXES AND EXTERIOR OF CONCESSION STAND ALL CONCRETE AND BLOCK MUST BE PRESSBOX WASHED. *VENDOR MUST HAVE COMMERCIAL EQUIPMENT TO COMPLETE JOB. DUE TO PRACTICES AND GAMES VENDOR MUST COORDINATE WITH CITY WHEN WORK CAN BE COMPLETED. *ALL COLORS ARE TO REMAIN THE SAME. CITY WILL NOT PROVIDE MATERIAL OR EQUIPMENT	02/21/19	1.00	EA	11,740			

JAYCEE BALLPARK-
VENDOR SHALL REPAINT THE FOLLOWING:

- ALL DUGOUTS: EXTERIOR AND INTERIOR
- ALL PRESSBOXES TOP AND BOTTOM LEVELS
- INTERIOR OF THE MAIN PRESSBOX WILL BE REPAINTED AS FOLLOWS:
- EACH ROOM WILL BE REPAINTED EXCLUDING THE 2 STORAGE ROOMS
- ALL WALLS, CEILINGS, BASEBOARDS AND WINDOW PAVES
- THE INTERIOR OF THE MAIN PRESSBOX WILL NOT BE COMPLETED UNTIL ALL CONSTRUCTION IS COMPLETE.
- TOUCH UP PAINT ON EXTERIOR OF CONCESSION STAND INCLUDING THE DOOR
- CEILING OF TOP LEVEL STAIRCASE MUST BE PAINTED
- REPAINT THE STEPS TO THE MAIN PRESSBOX INCLUDING THE HAND RAILS
- REPAINT THE POLES AROUND THE FRONT ENTRANCE FLAG POLE
- REPAINT THE BOTTOM OF THE LIGHT POLE STATIONED IN FRONT OF THE BLEACHERS
- REPAINT ALL WINDOWS THAT HAVE BEEN BOARDED IN
- *ALL COLORS ARE TO REMAIN THE SAME AND MUST MATCH.
- *THE CITY WILL NOT PROVIDE ANY MATERIAL OR EQUIPMENT.
- *VENDOR MUST NOTIFY CITY 2 DAYS PRIOR BEFORE WORKING ON WEEKENDS.

TOTAL BID PRICE

26,040⁰¹

QUOTE REQUEST RESPONSE FORM

DATE - 2/22/19
Order Number : 2799 OQ

ROOSEVELT JACKSON III
905 MONTEREY LANE
HATTIESBURG MS 39402

Mail To : CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Roosevelt Jackson III

Phone Number : 601 5454512

SIGNATURE Roosevelt Jackson III DATE 3/1/19

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: JAYCEE PARK AND TATUM BASEBALL-WASH AND PAINT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
TATUM BASEBALL- VENDOR SHALL PRESSURE WASH THE FOLLOWING: ALL CONCRETE FRONT ENTRANCE THROUGH THE ENTIRE COMPLEX INCLUDING THE MONUMENTS TOP AND BOTTOM LEVEL OF THE MAIN PRESSBOX BOTTOM LEVEL ONLY OF FIELD 5 PRESSBOX ALL SCOREBOARDS ALL FOUL POLES ON EACH FIELD (TOTAL OF 10) ALL DUGOUTS EXTERIOR AND INTERIOR (TOTAL OF 10) THE ENTIRE STAIRCASE BY FIELD 5 ALL BLEACHERS CITY WILL NOT PROVIDE MATERIAL OR EQUIPMENT	02/21/19	1.00	EA	\$13,245.00			
TATUM BASEBALL- VENDOR SHALL REPAINT THE FOLLOWING: ALL DUGOUTS INCLUDING THE TOP & INSIDE BLACK BOXES/BENCHES TOUCH-UP PAINT ONLY ON EXTERIOR OF ALL DUGOUTS REPAINT ALL DOORS (TOTAL OF 11) AND ALL FOUL POLES REPAINT POLES AROUND THE MAIN PRESSBOX (TOTAL OF 25) REPAINT INTERIOR OF ALL RESTROOMS (STALLS AND WALLS) REPAINT ENTIRE BOTTOM LEVEL OF FIELD 5 PRESSBOX REPAINT ENTIRE STAIRCASE INCLUDING HANDRAILS AND STEPS REPAINT ALL WOODEN FENCES BLACK *THIS CANNOT BE COMPLETED UNTIL AFTER CONSTRUCTION IS COMPLETED* **VENDOR MUST COORDINATE WITH CITY ON TIMES AND DAYS TO COMPLETE JOB** **VENDOR MUST NOTIFY CITY AT LEAST 2 DAYS PRIOR TO WORK ON THE WEEKENDS** **THIS PROJECT MUST BE COMPLETED BEFORE MARCH 25, 2019**	02/21/19	1.00	EA	\$10,425.00			
JAYCEE BALLPARK- VENDOR SHALL PRESSURE WASH THE FOLLOWING: ALL CONCRETE FROM THE FLAG POLE THROUGH THE ENTIRE PARK EXCLUDING THE PARKING LOT *ALL STAINS/DIRT MUST BE REMOVED*	02/21/19	1.00	EA	\$4,500.00			

QUOTE REQUEST RESPONSE FORM

Order Number : 2799
Date : 2/22/19
Order : 00

PROJECT LINE: JAYCEE PARK AND TATUM BASEBALL-WASH AND PAINT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
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ALL DUGOUTS (EXTERIOR AND INTERIOR)
ALL BLEACHERS AND STAIRS
THE WALK WAY BETWEEN THE STANDS HEADED TO THE MAIN PRESSBOX
ALL ADDITIONAL PRESSBOXES AND EXTERIOR OF CONCESSION STAND
ALL CONCRETE AND BLOCK MUST BE PRESSBOX WASHED
*VENDOR MUST HAVE COMMERCIAL EQUIPMENT TO COMPLETE JOB.
DUE TO PRACTICES AND GAMES VENDOR MUST COORDINATE WITH
CITY WHEN WORK CAN BE COMPLETED**
ALL COLORS ARE TO REMAIN THE SAME
CITY WILL NOT PROVIDE MATERIAL OR EQUIPMENT

9,400.⁰⁰

02/21/19

1.00 EA

JAYCEE BALLPARK-
VENDOR SHALL REPAINT THE FOLLOWING:

ALL BLEACHERS
ALL DUGOUTS: EXTERIOR AND INTERIOR
ALL PRESSBOXES TOP AND BOTTOM LEVELS
INTERIOR OF THE MAIN PRESSBOX WILL BE REPAINTED AS FOLLOWS:
EACH ROOM WILL BE REPAINTED EXCLUDING THE 2 STORAGE ROOMS
ALL WALLS, CEILINGS, BASEBOARDS, AND WINDOW PANES
*THE INTERIOR OF THE MAIN PRESSBOX WILL NOT BE COMPLETED
UNTIL ALL CONSTRUCTION IS COMPLETE*
TOUCH UP PAINT ON EXTERIOR OF CONCESSION STAND INCLUDING
THE DOOR
CEILING OF TOP LEVEL STAIRCASE MUST BE PAINTED
REPAINT THE STEPS TO THE MAIN PRESSBOX INCLUDING THE HAND
RAILS
REPAINT THE POLES AROUND THE FRONT ENTRANCE FLAG POLE
REPAINT THE BOTTOM OF THE LIGHT POLE STATIONED IN FRONT OF
THE BLEACHERS
REPAINT ALL WINDOWS THAT HAVE BEEN BOARDED IN
ALL COLORS ARE TO REMAIN THE SAME AND MUST MATCH
THE CITY WILL NOT PROVIDE ANY MATERIAL OR EQUIPMENT
*VENDOR MUST NOTIFY CITY 2 DAYS PRIOR BEFORE WORKING ON
WEEKENDS*

TOTAL BID PRICE 27,570.⁰⁰

QUOTE REQUEST RESPONSE FORM

JOSEPH DAVIS
dba DAVIS PAINTING
376 EVERGREEN CHURCH ROAD
SEMINARY MS 39479

Date - 2/22/19
Order Number - 2799 00

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Mail To

Phone Number - 601 5454512

PRINTED NAME Joseph Davis DATE 2-28-19

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: JAYCEE PARK AND TATUM BASEBALL-WASH AND PAINT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
TATUM BASEBALL- VENDOR SHALL PRESSURE WASH THE FOLLOWING: ALL CONCRETE FRONT FRONT ENTRANCE THROUGH THE ENTIRE COMPLEX INCLUDING THE MONUMENTS TOP AND BOTTOM LEVEL OF THE MAIN PRESSBOX BOTTOM LEVEL ONLY OF FIELD 5 PRESSBOX ALL SCOREBOARDS ALL FOUL POLES ON EACH FIELD (TOTAL OF 10) ALL DUGOUTS EXTERIOR AND INTERIOR (TOTAL OF 10) THE ENTIRE STAIRCASE BY FIELD 5 ALL BLEACHERS CITY WILL NOT PROVIDE MATERIAL OR EQUIPMENT	02/21/19	1.00	EA	\$10,100		March	
TATUM BASEBALL- VENDOR SHALL REPAINT THE FOLLOWING: ALL DUGOUTS INCLUDING THE TOP & INSIDE BLACK BOXES/BENCHES TOUCH-UP PAINT ONLY ON EXTERIOR OF ALL DUGOUTS REPAINT ALL DOORS (TOTAL OF 11) AND ALL FOUL POLES REPAINT POLES AROUND THE MAIN PRESSBOX (TOTAL OF 25) REPAINT INTERIOR OF ALL RESTROOMS (STALLS AND WALLS) REPAINT ENTIRE BOTTOM LEVEL OF FIELD 5 PRESSBOX REPAINT ENTIRE STAIRCASE INCLUDING HANDRAILS AND STEPS REPAINT ALL WOODEN FENCES BLACK *THIS CANNOT BE COMPLETED UNTIL AFTER CONSTRUCTION IS COMPLETED* **VENDOR MUST COORDINATE WITH CITY ON TIMES AND DAYS TO COMPLETE JOB** **VENDOR MUST NOTIFY CITY AT LEAST 2 DAYS PRIOR TO WORK ON THE WEEKENDS** **THIS PROJECT MUST BE COMPLETED BEFORE MARCH 25, 2019**	02/21/19	1.00	EA	\$22,875		March	
JAYCEE BALLPARK- VENDOR SHALL PRESSURE WASH THE FOLLOWING: ALL CONCRETE FROM THE FLAG POLE THROUGH THE ENTIRE PARK EXCLUDING THE PARKING LOT *ALL STAINS/DIRT MUST BE REMOVED*	02/21/19	1.00	EA	\$15,645		March	

QUOTE REQUEST RESPONSE FORM

Date - 2/22/19
Order Number - 2799 OQ

PROJECT LINE: JAYCEE PARK AND TATUM BASEBALL WASH AND PAINT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
ALL DUGOUTS (EXTERIOR AND INTERIOR) ALL BLEACHERS AND STAIRS THE WALK WAY BETWEEN THE STANDS HEADED TO THE MAIN PRESSBOX ALL ADDITIONAL PRESSBOXES AND EXTERIOR OF CONCESSION STAND ALL CONCRETE AND BLOCK MUST BE PRESSBOX WASHED **VENDOR MUST HAVE COMMERCIAL EQUIPMENT TO COMPLETE JOB DUE TO PRACTICES AND GAMES VENDOR MUST COORDINATE WITH CITY WHEN WORK CAN BE COMPLETED** *ALL COLORS ARE TO REMAIN THE SAME* CITY WILL NOT PROVIDE MATERIAL OR EQUIPMENT	02/21/19	1.00	EA	49,175		March	

JAYCEE BALLPARK-
VENDOR SHALL REPAINT THE FOLLOWING:
ALL BLEACHERS
ALL DUGOUTS: EXTERIOR AND INTERIOR
ALL PRESSBOXES TOP AND BOTTOM LEVELS
INTERIOR OF THE MAIN PRESSBOX WILL BE REPAINTED AS FOLLOWS:
EACH ROOM WILL BE REPAINTED EXCLUDING THE 2 STORAGE ROOMS
ALL WALLS, CEILINGS, BASEBOARDS, AND WINDOW PANES
*THE INTERIOR OF THE MAIN PRESSBOX WILL NOT BE COMPLETED
UNTIL ALL CONSTRUCTION IS COMPLETE*
TOUCH UP PAINT ON EXTERIOR OF CONCESSION STAND INCLUDING
THE DOOR
CEILING OF TOP LEVEL STAIRCASE MUST BE PAINTED
REPAINT THE STEPS TO THE MAIN PRESSBOX INCLUDING THE HAND
RAILS
REPAINT THE POLES AROUND THE FRONT ENTRANCE FLAG POLE
REPAINT THE BOTTOM OF THE LIGHT POLE STATIONED IN FRONT OF
THE BLEACHERS
REPAINT ALL WINDOWS THAT HAVE BEEN BOARDED IN
ALL COLORS ARE TO REMAIN THE SAME AND MUST MATCH
THE CITY WILL NOT PROVIDE ANY MATERIAL OR EQUIPMENT
*VENDOR MUST NOTIFY CITY 2 DAYS PRIOR BEFORE WORKING ON
WEEKENDS*

TOTAL BID PRICE 97,795

BILL TO: CITY OF HATTIESBURG
 ACCOUNTING DEPT
 PO BOX 1898
 HATTIESBURG, MS 39403-1898
 FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
 PURCHASE ORDER
 THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

VENDOR MAILING:
 MARK RUSSELL
 dba PERFORMANCE RESCUE
 96 N BRYANT RD
 SUMRALL MS 39482-4379

DANIELS, ROBERT
 MINUTE BOOK # PENDING
 VENDOR # 00089442

(601) 5823311

SHIP TO:
 CITY OF HATTIESBURG
 FIRE DEPT-STATION #1
 810 N MAIN STREET
 HATTIESBURG MS 39401

PROJECT LINE: CRASH RESCUE EQUIPMENT

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
005160.7315	ESL-28D, STORM DUEL M28 VOLT, 28IN SUPER LIGHT SPREADER	2.00	EA	9,195.0000	18,390.00
005160.7315	ESLC-29D, M28 VOLT 7-3/8IN C-CUTTER	2.00	EA	8,495.0000	16,990.00

PROCESSING CODE:

SEND METHOD 1 (601)7580350

TOTAL CONTRACT AMOUNT NOT TO EXCEED 35,380.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERMAS EATON
 CITY CLERK

MARK RUSSELL
db2 PERFORMANCE RESCUE
96 N BRYANT RD
SUMRALL MS 39482-4379

PRINTED NAME MARK RUSSETT / PERFORMANCE RESCUE

SIGNATURE Mark Finner DATE 03/03/2019

PROJECT LINE: CRASH RESCUE EQUIPMENT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
ESL-28D, STORM DUEL M28 VOL. I, 28IN SUPER LIGHT SPREADER	03/01/19	2.00	EA	\$9,195.00	\$18,390.00	4 WEEKS	60 Days
ESLC-29D, M28 VOLT 7-3/8IN C-CUTTER	03/01/19	2.00	EA	\$8,495.00	\$16,990.00	4 WEEKS	60 Days

TOTAL BID PRICE \$35,380.00

DELIVERDATE APPROX 4 WEEKS
FROM PURCHASE ORDER

RECEIVED
MAR -7, 2019
SL
AWARDED

GLEN LAWRENCE BAUMFIND
4870 MID SOUTH RESCUE
4870 KALEIGH LAGRANGE
COLLIERVILLE TN 38017

DATE ORDERED: 3/01/19

DATE: 3/01/19
ORDER NUMBER: 2800 00

MAIL TO: CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME: GLEN BAUMFIND

PHONE NUMBER: 601 5454512

SIGNATURE: *Glen Baumfind* DATE: 3-7-19

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: CRASH RESCUE EQUIPMENT

ITEM DESCRIPTION

ESL-280, STORM DUEL
M28 VOLT, 28IN SUPER LIGHT SPREADER

ESL C 290, M28 VOLT
7.578IN C-CUTTER

Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
03/01/19	2.00	EA	9850.00	19,700	4 WKS	5-7-19
03/01/19	2.00	EA	9105.00	18,210	4 WKS	5-7-19

TOTAL BID PRICE 37910.00

BILL TO: CITY OF HATTIESBURG
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-60000432

Page
Date

03/14/19

VENDOR MAILING:
HIGHLAND PRODUCTS GROUP
dba THE PARK CATALOG
220 CONGRESS PARK DR
DELRAY BEACH FL 33445

LEWIS, AKIRA
MINUTE BOOK # PENDING
VENDOR # 00111591

(601) 5454667

SHIP TO :
CITY OF HATTIESBURG
PEOPLE'S PARK
PALMER'S CROSSING
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: PEOPLE'S PARK-ALUMINUM BLEACHERS WITH INSTALL

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
002300.7256.03	X 39 BLEACHER, NET SEATING CAPACITY 199 PLUS 5 ADA SEATS PER UNIT. ALUMINUM ANGLE UNDERSTRUCTURE 2X10 ANODIZED ALUMINUM PLANK DOUBLE 2X10 MILL FINISH ALUMINUM FOOT PLANK SEAT RISER ROWS 1-9 AND (2) 1X6 TOP ROW RISERS MILL FINISH (1) 4'X6" WIDE VERTICAL AISLE WITH MID AISLE HANDBAIL CHAIN LINK GUARDRAIL SYSTEM. (1) L-SHAPED ADA ACCESSIBILITY RAMP PLUS 5 WHEEL CHAIR SPACES WITH CONCRETE WEDGE ANCHORS 63 INCH CLEAR FRONT WALKWAY 36 INCH ELEVATION 2 SET OF ENTRY STAIRS (ON SITE ASSEMBLY OF ABOVE) NON PREVAILING WAGES.	1.00	EA	46,490.0000	46,490.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED

46,490.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERMAE EATON
CITY CLERK

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date - 3/07/19
Order Number 2801 00HIGHLAND PRODUCTS GROUP
dba THE PARK CATALOG
220 CONGRESS PARK DR. SUI
DELRAY BEACH FL 33445CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Mail To

PRINTED NAME

Jenny O'Neill

SIGNATURE

DATE 3/8/19

Phone Number . . 601 5454512

Shipping terms are F.O.B. destination. freight prepaid

PROJECT LINE: PEOPLE'S PARK-ALUMINUM BLEACHERS WITH INSTALL

ITEM DESCRIPTION

Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
03/07/19	1.00	EA	\$46,490	\$46,490	4-6-2019	7/7/19

36" ELEVATED 10 ROW
X 36 BLEACHER. NET SEATING CAPACITY 199 PLUS 5 ADA SEATS PER
UNIT. ALUMINUM ANGLE UNDERSTRUCTURE 2X10 ANODIZED ALUMINUM
SEAT PLANK DOUBLE 2X10 WILL FINISH ALUMINUM FOOT PLANK
1X6 RISER ROWS 1-9 AND (2) 1X6 TOP ROW RISERS WILL FINISH
(1) 4" WIDE VERTICAL AISLE WITH MID AISLE HANDRAIL
CHAIN LINK GUARDRAIL SYSTEM (1) L-SHAPED ADA ACCESSIBILITY
RAMP PLUS 8 WHEEL CHAIR SPACES WITH CONCRETE WEDGE ANCHORS
63 INCH CLEAR FRONT WALKWAY 36 INCH ELEVATION 2 SET OF
ENTRY STAIRS (ON SITE ASSEMBLY OF ABOVE) NON PREVAILING
WAGES

**VENDOR SHALL FURNISH ALL LABOR AND EQUIPMENT TO COMPLETELY
AND PROFESSIONALLY INSTALL ALL MATERIAL COMPONENTS NECESSARY
FOR THE ABOVE BID BLEACHER SYSTEM**

TOTAL BID PRICE

\$46,490



CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 3/07/19
Order Number 2801 OQB S N SPORTS
4849 ALPHA ROAD
DALLAS TX 75244Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401PRINTED NAME Bryan Luna

Phone Number . 601 5454512

SIGNATURE Bryan A. Luna DATE 03.03.19

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: PEOPLE'S PARK-ALUMINUM BLEACHERS WITH INSTALL

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
36" ELEVATED 10 ROW X 39 BLEACHER, NET SEATING CAPACITY 199 PLUS 5 ADA SEATS PER UNIT. ALUMINUM ANGLE UNDERSTRUCTURE 2X10 ANODIZED ALUMINUM SEAT PLANK, DOUBLE 2X10 MILL FINISH ALUMINUM FOOT PLANK 1X6 RISER ROWS 1-9 AND (2) 1X6 TOP ROW RISERS MILL FINISH (1) 4" X 6" WIDE VERTICAL AISLE WITH MID AISLE HANDRAIL CHAIN LINK GUARDRAIL SYSTEM (1) L-SHAPED ADA ACCESSIBILITY RAMP PLUS 5 WHEEL CHAIR SPACES WITH CONCRETE WEDGE ANCHORS 63 INCH CLEAR FRONT WALKWAY, 36 INCH ELEVATION, 2 SET OF ENTRY STAIRS (ON SITE ASSEMBLY OF ABOVE) NON PREVAILING WAGES.	03/07/19	1.00	EA	\$37,599	\$37,599	TBD	TBD

VENDOR SHALL FURNISH ALL LABOR AND EQUIPMENT TO COMPLETELY AND PROFESSIONALLY INSTALL ALL MATERIAL COMPONENTS NECESSARY FOR THE ABOVE BID BLEACHER SYSTEM

\$9750-

\$9750-

TOTAL BID PRICE \$47,665⁰⁰

BILL TO: CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page
Date
03/15/19

VENDOR MAILING:
TIMOTHY D JACKSON
dba AFFORDABLE EMERGENCY LIGHTS SERVICE
5556 OLD HWY 42
HATTIESBURG MS 39401-6339

MC GINTY, DESTINY
MINUTE BOOK # PENDING
VENDOR # 00086542

SHIP TO :
CITY OF HATTIESBURG
NOT APPLICABLE

POINT OF CONTACT:
(601) 5454506

PROCESSING CODE:
SEND METHOD 1 (769)3907228

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
019100.7400	INSTALL EQUIPMENT INSTALL THE FOLLOWING LISTED EQUIPMENT IN UNIT#21129,21130. 21131,21132,21133,21134,21135,21136,21137 & 21138: SOUND OFF LIGHTING FRONT GRILL CENTER CONSOLE COMPUTER, PRINTER AND CRADLE POINT PARTITIONS (CAGE) WEAPON MOUNT (TRUNK) WATCHGUARD VIDEO SYSTEM TO INCLUDE BODY CHARGER STALKER RADAR TO INCLUDE CONNECTIONS TO WATCHGUD SYSTEM IN ADDITION THE INSTALLER WILL PROVIDE ADDITIONAL WIRES FUSES FOR THE INSTALLS IF NEEDED. A THREE(3) YEAR WARRANTY FOR INSTALLS AND ELECTRICAL ISSUES OF WIRES, FUSES, BATTERIES AND ETC. THE INSTALLER WILL TAKE RESPONSIBILITY OF EQUIPMENT INSTALLED UNLESS A RECALL OR ISSUES(S) IS WITH THE EQUIPMENT. A VEHICLE AND EQUIPMENT IS AVAILABLE FOR INSPECTION UPON REQUEST. *A VEHICLE AND EQUIPMENT IS AVAILABLE FOR INSPECTION UPON REQUEST* *LISTED EQUIPMENT WILL BE PROVIDED BY POLICE DEPARTMENT*	10.00	EA	1,350.0000	13,500.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 13,500.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERMAE EATON
CITY CLERK

QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 3/07/19
Order Number 2802 OQ

TIMOTHY D JACKSON
263A ASPENDABLE EMERGENCY
5526 OLD HWY 42
HATTIESBURG MS 39401-6339

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Timothy Jackson
SIGNATURE [Signature] DATE 3/11/19

Mail To. -
Phone Number 601 5454512
Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: INSTALL PROVIDED EQUIPMENT IN 10 NEW UNITS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
INSTALL EQUIPMENT IN UNIT#21129, 21130, 21131, 21132, 21133, 21134, 21135, 21136, 21137 & 21138:	03/07/19	10.00	EA	1350.00	13,500.00	03/07/19	03/07/19

21131, 21132, 21133, 21134, 21135, 21136, 21137 & 21138:
FRONT OFF LIGHTING
FRONT GRILL
CENTER CONSOLE
COMPUTER PRINTER AND CRADLE POINT
PARTITIONS (CAGED)
WEAPON MOUNT (CIRCUIT)
WATCHDOG VIDEO SYSTEM TO INCLUDE BODY CHARGER
STALKER RADAR TO INCLUDE CONNECTIONS TO WATCHDOG SYSTEM
IN ADDITION THE INSTALLER WILL PROVIDE ADDITIONAL WIRES
FOR INSTALLS AND ETC. THE INSTALLER WILL TAKE RESPONSIBILITY OF
EQUIPMENT. A VEHICLE AND EQUIPMENT IS AVAILABLE FOR
INSPECTION UPON REQUEST.
*A VEHICLE AND EQUIPMENT IS AVAILABLE FOR INSPECTION UPON
REQUEST.
LISTED EQUIPMENT WILL BE PROVIDED BY POLICE DEPARTMENT

TOTAL BID PRICE 13,500

approved/ 3-15-19
[Signature]



QUOTE REQUEST RESPONSE FORM

Date : 3/07/19
Order Number : 2802 OQ

DANA SAFETY SUPPLY INC
dba FLEET SAFETY EQUIPMEN
PO BOX 117297
ATLANTA GA 30368-7297

Mail To : CITY OF HATTIESBURG
PURCHASING DIVISION
220 W. FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME David Lyle

Phone Number : 601 5454512

SIGNATURE *David Lyle* DATE 3/14/19

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: INSTALL PROVIDED EQUIPMENT IN 10 NEW UNITS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
INSTALL EQUIPMENT INSTALL THE FOLLOWING LISTED EQUIPMENT IN UNIT#21129, 21130. 21131, 21132, 21133, 21134, 21135, 21136, 21137 & 21138: SOUND OFF LIGHTING FRONT GRILL CENTER CONSOLE COMPUTER, PRINTER AND CRADLE POINT PARTITIONS (CAGE) WEAPON MOUNT (TRUNK) WATCHGUARD VIDEO SYSTEM TO INCLUDE BODY CHARGER STALKER RADAR TO INCLUDE CONNECTIONS TO WATCHGUARD SYSTEM IN ADDITION THE INSTALLER WILL PROVIDE ADDITIONAL WIRES FUSES FOR THE INSTALLS IF NEEDED. A THREE (3) YEAR WARRANTY FOR INSTALLS AND ELECTRICAL ISSUES OF WIRES, FUSES, BATTERIES AND ETC. THE INSTALLER WILL TAKE RESPONSIBILITY OF EQUIPMENT INSTALLED UNLESS A RECALL OR ISSUES(S) IS WITH THE EQUIPMENT. A VEHICLE AND EQUIPMENT IS AVAILABLE FOR INSPECTION UPON REQUEST. *A VEHICLE AND EQUIPMENT IS AVAILABLE FOR INSPECTION UPON REQUEST.* *LISTED EQUIPMENT WILL BE PROVIDED BY POLICE DEPARTMENT*	03/07/19	10.00	EA	2000.00	20000.00	6/30/19	7/5/19

TOTAL BID PRICE 20000.00

BILL TO: CITY OF HATTIESBURG
 ACCOUNTING DEPT
 PO BOX 1898
 HATTIESBURG, MS 39403-1898
 FAX INVOICE TO: 601-545-6661

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

JONES, ANN
 MINUTE BOOK # PENDING
 VENDOR # 00070283

VENDOR MAILING:
 TOUCHSTONE MOTOR SALES INC
 1801 CORINNE ST
 HATTIESBURG MS 39401-6322

CITY OF HATTIESBURG
 PURCHASE ORDER
 SHIP TO :
 CITY OF HATTIESBURG
 NOT APPLICABLE

Page Date 03/20/19
 PO No. 187771
 Req No. 2803

PROCESSING CODE:			
PROJECT LINE:	PUBLIC WORKS-MOWING CREW #4-PICKUP TRUCK-FOR USE CITY WIDE	SEND METHOD 1	(601)5832266
Account #	Description	QTY	UNIT COST
001201.7420	USED 2008-2013 3/4 TON, CREW CAB PICKUP TRUCK, WHITE COLOR, WITH 120,000-150,000 MILES	1.00	9,500.0000
			9,500.00
			TOTAL COST

TOTAL CONTRACT AMOUNT NOT TO EXCEED 9,500.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERMAE EATON
 CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM03/14/2019 14:45 6015832346 TOUCHSTONE MOTORS
03/14/2019 THU 14:20 FAX 6015456661 Hattiesburg Purchasing

PAGE 02/04

003/003

Page No. 1
Date 3/14/19
Order Number 2803 00TOUCHSTONE MOTOR SALES IN
1901 CORINNE ST
HATTIESBURG MS 39401-6322

Mail To.

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME

Cheryl Dyer

Phone Number . . 601 5454512

SIGNATURE

Cheryl Dyer DATE 3-14-19

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: PUBLIC WORKS-MOWING CREW #4-PICKUP TRUCK-FOR USE CITY WIDE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
USED 2008-2013 3/4 TON. CREW CAB PICKUP TRUCK, WHITE COLOR, WITH 120,000- 150,000 MILES	03/13/19	1.00	EA				

Delivery Date: 3/20/19

TOTAL BID PRICE \$9,500.00

Mowder
3-14-19

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 3/14/19
Date 2503
Order Number 00HARD AUTO SALES
4979 OLD HWY 11
HATTIESBURG MS 39402Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1896
HATTIESBURG MS 39401

Phone Number . . . 801 5454512

PRINTED NAME WARD Motors Co
SIGNATURE RW Ward DATE 3/19/19

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: PUBLIC WORKS-MOWING CREW #4-PICKUP TRUCK-FOR USE CITY WIDE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
USED 2003-2013 3/4 TON. CREW 150,000 MILES	03/13/19	1.00	EA	-	-	3/19	3/25

CAB PICKUP TRUCK. WHITE COLOR. WITH 120,000-

TOTAL BID PRICE 98.00

BILL TO: CITY OF HATTIESBURG
 ACCOUNTING DEPT
 PO BOX 1898
 HATTIESBURG, MS 39403-1898
 FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
 PURCHASE ORDER
 THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page
 Date

03/19/19

VENDOR MAILING:
 WARING OIL COMPANY
 11207 LORRAINE RD
 GULFPORT MS 39503-5904

EVANS, TERESA WILLIAMS
 MINUTE BOOK # PENDING
 VENDOR # 90065643

POINT OF CONTACT:

(601) 5454626

SHIP TO :
 CITY OF HATTIESBURG
 PUBLIC WORKS DEPT
 1202 JAMES STREET
 HATTIESBURG MS 39401

PROJECT LINE: 110 GAL. & 300 GAL. OIL

PROCESSING CODE:

SEND METHOD 1 (228)7021201

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001204.5250	300 GAL. OF OIL	300.00	EA	5.9900	1,797.00
001201.5250	300 GAL. OF OIL	300.00	EA	5.5000	1,650.00
001201.5250	110 GAL. OF OIL	110.00	EA	7.5500	830.50

TOTAL CONTRACT AMOUNT NOT TO EXCEED

4,277.50

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERNAS EATON
 CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 3/15/19
Order Number 2805 QQWARING OIL COMPANY
11207 LORRAINE RD
GULFPORT MS 39503-5904

Mail To . .

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401PRINTED NAME Sandra Bryan

Phone Number . 601 5454512

SIGNATURE Sandra BryanDATE 3/16/19

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: 110 GAL. & 300 GAL. OIL

300 GAL. OF OIL	ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
	<u>Chw Signature 1000</u>	03/15/19	300.00	EA	<u>\$75.99</u>	<u>\$22,997.00</u>	<u>3/20/19</u>	<u>3/25/19</u>
300 GAL. OF OIL	<u>Chw 4W 68</u>	03/15/19	300.00	EA	<u>\$5.50</u>	<u>\$1,650.00</u>	<u>3/20/19</u>	<u>3/25/19</u>
110 GAL. OF OIL	<u>Chw 1000 THF</u>	03/15/19	110.00	EA	<u>\$77.55</u>	<u>\$8,530.50</u>	<u>3/20/19</u>	<u>3/25/19</u>
							TOTAL BID PRICE <u>\$33,277.50</u>	

Compliance Fee \$19.80
TOTAL BID PRICE \$33,297.38

[Handwritten signature]

[Handwritten signature]

QUOTE REQUEST RESPONSE FORM

Date 3/15/19
Order Number 2805 00

LOC HOLDINGS LLC
dba LARD OIL COMPANY
914 FLORIDA AVENUE S.W.
DENHAM SPRINGS LA 70726

Mail To: CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number 601 5454512

PRINTED NAME B. McAllough
SIGNATURE B. McAllough DATE 3/18/19

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: 110 GAL. & 300 GAL. OIL

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
300 GAL. OF OIL MOBILE NATEH 68 (Buck)	03/15/19	300.00	EA	7.67	2301.00	3/29/19	4/18/19
300 GAL. OF OIL MOBILE SPECIAL 10W30 SN7 (Buck)	03/15/19	300.00	EA	8.06	2418.00	3/29/19	4/18/19
110 GAL. OF OIL MOBILE FLUID 424 (Buck)	03/15/19	110.00	EA	11.90	1309.00	3/29/19	4/18/19

TOTAL BID PRICE 6028.00

MEMORANDUM

TO: Mayor and Council
FROM: Michael Pope
DATE: March 22, 2019
SUBJECT: Unadvertised Bid Docket Acknowledgement

Attached is the unadvertised bid docket for the period of February 25, 2019 through March 21, 2019, covering purchases requiring the obtaining of a minimum of two (2) bids as defined in Section 31-7-13 (B) of the Mississippi Code.

This report is submitted for your review, approval, and acknowledgement on the minutes of the City Council. Should there be any questions, please feel free to contact my office.

MAP



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2019-240

File ID: 2019-240

Type: Regular Agenda Item

Status: Routine Agenda

Version: 1

Reference:

In Control: City Council

Requester: Anthony Parker

File Created: 03/15/2019

Brief Title: Donation by Hattiesburg Fraternal Order of Police

Final Action:

Minute Book Number: MB 2019-90

Title:

Acknowledge the donation of four (4) sets of Tactical Rifle rated Body Armor from The Hattiesburg Fraternal Order of Police, to be used by Entry Team Officers of the Hattiesburg Police Department with a value of \$6,096.39.

Notes:

Agenda Date: 04/02/2019

Indexes:

Agenda Number: VI.-2

Sponsors:

Enactment Date:

Attachments: Hattiesburg Fraternal Order of Police Donation

Enactment Number:

Contact:

Meeting Date: 04/02/2019

Drafter: Tammy Leggett

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/02/2019					

Text of Legislative File 2019-240

Title

Acknowledge the donation of four (4) sets of Tactical Rifle rated Body Armor from The Hattiesburg Fraternal Order of Police, to be used by Entry Team Officers of the Hattiesburg Police Department with a value of \$6,096.39.

Summary

Donation of Body Armor from The Hattiesburg Fraternal Order of Police to the Entry Team of HPD.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



THE CITY OF HATTIESBURG

One of America's Great Small Cities!

Anthony Parker, Chief of Police

MEMORANDUM

TO: Mayor and Council

FROM: Chief Anthony Parker 

DATE: March 14, 2019

RE: Hattiesburg Fraternal Order of Police donation

This memo is to request Council approval for the donation of four (4) life-saving "Rifle Rated" Body Armor (Shellback Banshee Elite 2.0 w/accessory pouches) for a total cost of \$6,096.39 in support of the Special Tactics and Rescue Team (Entry Team) of the Hattiesburg Police Department. This equipment was purchased by the Hattiesburg Fraternal Order of Police.

AP/tl

Attachment

TO: Major Sims

FROM: Lt. Mark Denny

RE: Entry Team Body Armor Donation

DATE: 02/03/19

Major Sims, the Hattiesburg Fraternal Order of Police has donated four sets of life-saving "Rifle Rated" Body Armor vests that will outfit the newest four Officers that were added to the Entry Team at the last tryouts we held. The vests they are currently operating with are the older expired vests that were not "Rifle Rated" – they were rated Level (3A) only. The vests also come with a triple rifle magazine pouch, a triple pistol magazine pouch, and a handcuff pouch. This donation has **no cost** to the City of Hattiesburg or the Police Department. The total cost/value of the donated equipment is \$6,096.39. The request from the Hattiesburg Fraternal Order of Police and the description of the equipment is attached to this request/notification. I have informed Mrs. Destiny McGinty about the donation and 'request to accept' being made. Please let me know if you have any questions. Thanks,

Respectfully, Lt. Mark Denny

Cc: A1 Chief Parker

A2 Asst. Chief Sealy

10/10/1911

My dear Mr. [Name]

I have just received your letter of the 10th inst.

and am glad to hear

that you are well and hope to see you soon. I am
very busy at present but will try to find time to
write you again. I am sure you will be interested
in the new book I have just published. It is a
very interesting and useful work. I hope you will
like it. I will send you a copy of it. I am
very sorry to hear that you are not well. I
hope you will get better soon. I am sure you
will be able to do all the work you want to do.

Yours very truly,

[Signature]



Hattiesburg Fraternal Order of Police Lodge # 55
5891 Highway 49 South, Suite 60 #276, Hattiesburg, MS 39401

Mark Denny
President

February 03, 2019

Dear Sir or Ma'am,

The Hattiesburg Fraternal Order of Police, a 501C3 Non-profit organization, would like to donate purchased equipment that has the value of \$6,096.39 in support of the Special Tactics and Rescue Team (Entry Team) of the Hattiesburg Police Department. The donated equipment is life-saving "Rifle Rated" Body Armor for Entry Team Officers. The Hattiesburg F.O.P. has seen to the purchase of the needed equipment from the appropriate web-based vendor. The "Entry Team" element of the S.T.A.R. Team has four members that will receive four sets of "Rifle rated" body armor with accessory pouches from this donation upon approval of the donation by the City of Hattiesburg /Police Department. The vendor and equipment summary is outlined below. There is a detailed description of the equipment on an attached sheet.

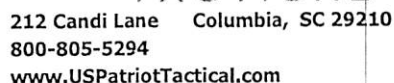
<u>Company/Vendor</u>	<u>Cost</u>	<u>Equipment</u>
U.S. Patriot Tactical	\$6,096.39	4 Sets of Tactical Rifle rated
.		Body Armor (Shellback Banshee Elite 2.0)
.		w/accessory pouches

Thank you for your support.

Respectfully,

Mark Denny
President, Hattiesburg FOP Lodge # 55

The first thing I noticed when I stepped out of the car was the cold, crisp air. It was a relief after the warm, humid weather of the South. I walked towards the building, my eyes taking in the grand architecture. The entrance was a large, arched doorway, flanked by tall columns. Inside, the room was vast and open, with a high ceiling and large windows that let in plenty of light. I found myself standing in the center of the room, looking around at the people who were gathered there. Some were standing in small groups, talking and laughing, while others were sitting at long tables, looking at papers or books. I felt a sense of anticipation, knowing that this was the place where I would be spending the next few days. I took a deep breath and smiled, ready to embrace whatever came my way.



Date	Page	Number
1/15/2018	1	12739

Mark Denny
20 Swann Lane
HATTIESBURG, MS 39402
US

Mark Denny
20 Swann Lane
HATTIESBURG, MS 39402
US

Account	Quoted	Expiration	Sales Rep	Payment Terms	Telephone	Ship Via
1751791	10/15/2018	11/15/2018	Ed Davidson	CC		
#	Item#	Description	UM	QOR	Price	Amount
	SBT-BANELT-BK	SBT BANSHEE BANSHEE ELITE 2.0		4	251.81	1,007.24
	SBT-3A300-BAN-FC	SHELLBACK TACTICAL BANSHEE LEVEL IIIA COMPLETE SOFT ARMOR PACKAGE		4	434.60	1,738.40
	SBT-3A300-BAN-PB	Shellback Banshee Soft Armor Plate Backer Set of 2		4	0.00	0.00
	SBT-3A300-BAN-CMBD	Shellback Banshee Soft Armor Cumberbund Set of 2		4	0.00	0.00
	SBT-10S3-BK	SHELLBACK TACTICAL PREVAL SERIES 10 X 12 INCH NIJ 0101.06 CERTIFIED LEVEL III HARD ARMOR PLATE		8	355.00	2,840.00
	MA55-002	CONDOR Triple Kangaroo Mag Pouch BLACK		4	19.99	79.96
	MA47-002	Condor Handcuff Pouch Black		4	7.99	31.96
				Sub-Total:		\$5,697.56
				Freight:		\$0.00
				Tax:		\$398.83
				Discount:		\$0.00
				TOTAL:		\$6,096.39
Comments: Standard quotes are valid for 60 days. All quotes are Open Market.						



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2019-263

File ID: 2019-263

Type: Regular Agenda Item

Status: Policy Agenda

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 03/25/2019

Brief Title: Award 38th Avenue Sidewalk Project

Final Action:

Minute Book Number: MB 2019-90

Title:

Acknowledge bids received March 14, 2019 for the 38th Avenue Sidewalk Project and accept the bid from L and A Contracting Company in the amount of \$561,965.60 as the lowest and best bid; Authorize the Mayor to execute contracts and related documents upon preparation.

Notes:

Agenda Date: 04/02/2019

Indexes:

Agenda Number: VI.-4

Sponsors:

Enactment Date:

Attachments: 38th Ave Sidewalk Ltr, 38th Ave Sidewalk Cert Bid Tab, 38th Ave Pathway Final Specs, 38th Ave Pathway Final Plans

Enactment Number:

Contact:

Meeting Date: 04/02/2019

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/02/2019					

Text of Legislative File 2019-263

Title

Acknowledge bids received March 14, 2019 for the 38th Avenue Sidewalk Project and accept the bid from L and A Contracting Company in the amount of \$561,965.60 as the lowest and best bid; Authorize the Mayor to execute contracts and related documents upon preparation.

Summary

Award 38th Avenue Sidewalk project

Budget Information

072201.7225.12

March 18, 2019
N-S Project No. 8667.018-33

Toby Barker
Mayor
City of Hattiesburg
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

REFERENCE: 38TH AVENUE SIDEWALK
CITY OF HATTIESBURG, FORREST COUNTY

Dear Mayor Barker:

Enclosed for your records is one (1) copy of the Certified Bid Tabulation for the bids received for the referenced project. As you are aware there were four (4) bids submitted, opened and read at the bid opening on March 14, 2019. Upon review and tabulation of the bids received and opened, the bid of L and A Contracting Company in the amount of \$561,965.60 was determined to be the apparent low bidder.

Neel-Schaffer therefore recommends that the City of Hattiesburg review the bid submitted by L and A Contracting Company and award the project, to the lowest and best bidder.

Sincerely,

NEEL-SCHAFFER, INC.


Geoffrey Crosby, P.E.
Senior Project Manager

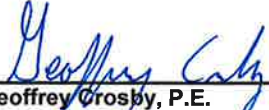
Enclosures

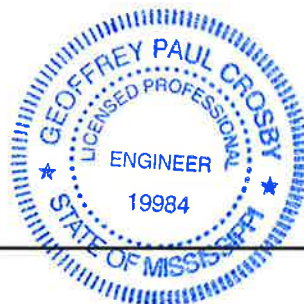
**City of Hattiesburg
38th Avenue Sidewalk
Forrest County, Mississippi**

				L & A Contracting 100 Sims Rd Hattiesburg, MS 39401		RJM McQueen 80 Ramsey McQueen Rd Collins, MS 39428		Twin L Construction 8292 Firetower Rd Pass Christian, MS 39571		Simmons Erosion Control P O Box 206 Lake, MS 39092	
PAY ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	PRICE EXTENSION	UNIT PRICE	PRICE EXTENSION	UNIT PRICE	PRICE EXTENSION	UNIT PRICE	PRICE EXTENSION
202-A	REMOVAL OF OBSTRUCTIONS	LUMP SUM	1	\$7,496.65	\$7,496.65	\$5,000.00	\$5,000.00	\$2,541.00	\$2,541.00	\$43,000.00	\$43,000.00
202-B	REMOVAL OF CONCRETE SIDEWALK	SQ. YD.	325	\$30.38	\$9,873.50	\$20.00	\$6,500.00	\$7.65	\$2,486.25	\$22.00	\$7,150.00
202-B	REMOVAL OF PAVEMENT, ALL TYPES AND DEPTHS	SQ. YD.	850	\$29.93	\$25,440.50	\$15.50	\$13,175.00	\$12.70	\$10,795.00	\$37.00	\$31,450.00
202-B	REMOVAL OF CURB & GUTTER, ALL TYPES	LIN. FT.	400	\$21.20	\$8,480.00	\$15.00	\$6,000.00	\$7.65	\$3,060.00	\$12.50	\$5,000.00
203-A	UNCLASSIFIED EXCAVATION, FM, AH	CU. YD.	200	\$30.08	\$6,016.00	\$50.00	\$10,000.00	\$12.70	\$2,540.00	\$22.50	\$4,500.00
203-G	EXCESS EXCAVATION, FM, AH	CU. YD.	100	\$23.58	\$2,358.00	\$50.00	\$5,000.00	\$15.25	\$1,525.00	\$26.50	\$2,650.00
203-EX	BORROW EXCAVATION, AH, FME, CLASS B9	CU. YD.	600	\$20.72	\$12,432.00	\$40.00	\$24,000.00	\$20.50	\$12,300.00	\$32.50	\$19,500.00
211-A	TOPSOIL FROM RIGHT OF WAY	SQ. YD.	3,500	\$3.17	\$11,095.00	\$5.00	\$17,500.00	\$15.25	\$53,375.00	\$9.50	\$33,250.00
211-B	TOPSOIL FOR SLOPE TREATMENT,CONTRACTOR FURNISHED	CU. YD.	50	\$46.22	\$2,311.00	\$50.00	\$2,500.00	\$32.00	\$1,600.00	\$32.50	\$1,625.00
216-B	SOLID SODDING, CENTIPEDE	SQ. YD.	2,400	\$4.16	\$9,984.00	\$5.25	\$12,600.00	\$9.00	\$21,600.00	\$5.00	\$12,000.00
219-A	WATERING	KGAL	380	\$26.00	\$9,880.00	\$20.00	\$7,600.00	\$64.00	\$24,320.00	\$20.00	\$7,600.00
220-A	INSECT PEST CONTROL	ACRE	1	\$39.00	\$39.00	\$50.00	\$50.00	\$1,692.00	\$1,692.00	\$30.00	\$30.00
234-A	TEMPORARY SILT FENCE	LIN. FT.	1,000	\$4.32	\$4,320.00	\$4.00	\$4,000.00	\$5.00	\$5,000.00	\$5.00	\$5,000.00
237-A	WATTLES, 20"	LIN. FT.	200	\$4.33	\$866.00	\$12.50	\$2,500.00	\$15.25	\$3,050.00	\$7.00	\$1,400.00
246-A	SANDBAGS	EACH	100	\$6.16	\$616.00	\$10.00	\$1,000.00	\$12.70	\$1,270.00	\$13.00	\$1,300.00
601-B	CLASS "B" STRUCTURAL CONCRETE,MINOR STRUCTURES	CU. YD.	15	\$357.27	\$5,359.05	\$1,250.00	\$18,750.00	\$1,398.00	\$20,970.00	\$1,500.00	\$22,500.00
602-A	REINFORCING STEEL	LBS.	1,500	\$1.48	\$2,220.00	\$2.50	\$3,750.00	\$3.80	\$5,700.00	\$1.30	\$1,950.00
603-PE	15" CORRUGATED POLYETHYLENE PIPE	LIN. FT.	100	\$36.27	\$3,627.00	\$35.00	\$3,500.00	\$63.50	\$6,350.00	\$45.00	\$4,500.00
603-CA	15" REINFORCED CONCRETE PIPE, CLASS III	LIN. FT.	16	\$200.80	\$3,212.80	\$68.25	\$1,092.00	\$89.00	\$1,424.00	\$85.00	\$1,360.00
603-CB	15" REINFORCED CONCRETE END SECTION	EACH	1	\$717.83	\$717.83	\$775.00	\$775.00	\$1,906.00	\$1,906.00	\$850.00	\$850.00
907-603-PP	18" CORRUGATED POLYETHYLENE INLINE INLET, PER PLANS	EACH	7	\$2,705.01	\$18,935.07	\$1,000.00	\$7,000.00	\$2,287.00	\$16,009.00	\$2,300.00	\$16,100.00
608-A	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	SQ. YD.	3,000	\$29.59	\$88,770.00	\$48.00	\$144,000.00	\$71.00	\$213,000.00	\$49.50	\$148,500.00
907-616-A	COLORLED CONCRETE WITH SCORING	SQ. YD.	60	\$182.31	\$10,938.60	\$89.00	\$5,340.00	\$63.50	\$3,810.00	\$195.00	\$11,700.00
907-616-B	STAMPED AND COLORED CONCRETE(BRICK PATTERN)	SQ. FT.	2,050	\$22.10	\$45,305.00	\$15.00	\$30,750.00	\$20.00	\$41,000.00	\$14.00	\$28,700.00
907-616-C	STAMPED CONCRETE, BRICK PATTERN WITH TRUNCATED DOMES	EACH	27	\$229.05	\$6,184.35	\$550.00	\$14,850.00	\$165.00	\$4,455.00	\$850.00	\$22,950.00
609-B	CONCRETE CURB HEADER	LIN. FT.	200	\$64.79	\$12,958.00	\$30.00	\$6,000.00	\$23.00	\$4,600.00	\$28.50	\$5,700.00
609-D	TYPE 1 MODIFIED CURB AND GUTTER	LIN. FT.	130	\$31.98	\$4,157.40	\$40.00	\$5,200.00	\$25.00	\$3,250.00	\$34.00	\$4,420.00

907-609-PP	6" CONCRETE BAND, PER PLANS	LIN. FT.	515	\$8.53	\$4,392.95	\$4.00	\$2,060.00	\$20.00	\$10,300.00	\$32.00	\$16,480.00
613-D	MODIFY EXISTING INLET, PER PLANS	EACH	3	\$2,368.47	\$7,105.41	\$600.00	\$1,800.00	\$2,287.00	\$6,861.00	\$2,500.00	\$7,500.00
613-D	ADJUSTMENT OF WATER METER	EACH	13	\$882.62	\$11,474.06	\$200.00	\$2,600.00	\$1,016.50	\$13,214.50	\$400.00	\$5,200.00
614-B	CONCRETE DRIVEWAY, WITH REINFORCEMENT,6" THICKNESS	SY	750	\$58.50	\$43,875.00	\$54.00	\$40,500.00	\$76.00	\$57,000.00	\$63.00	\$47,250.00
815-B	GROUTED RIPRAP, #100	SQ. YD.	50	\$219.18	\$10,959.00	\$100.00	\$5,000.00	\$159.00	\$7,950.00	\$185.00	\$9,250.00
815-E	GEOTEXTILE FOR SUBSURFACE DRAINAGE,TYPE 5, NON-WOVEN	SQ. YD.	50	\$16.43	\$821.50	\$10.00	\$500.00	\$13.00	\$650.00	\$4.00	\$200.00
618-A	MAINTENANCE OF TRAFFIC	LUMP SUM	1	\$27,658.18	\$27,658.18	\$47,711.00	\$47,711.00	\$25,410.00	\$25,410.00	\$49,000.00	\$49,000.00
620-A	MOBILIZATION	LUMP SUM	1	\$26,000.00	\$26,000.00	\$49,711.00	\$49,711.00	\$19,057.50	\$19,057.50	\$65,000.00	\$65,000.00
626-H	THERMOPLASTIC LEGEND, WHITE (6" EQUIV.)	LIN. FT.	3,050	\$8.00	\$24,400.00	\$2.50	\$7,625.00	\$3.20	\$9,760.00	\$2.60	\$7,930.00
632-C	TRAFFIC SIGNAL CABINET MODIFICATIONS	EACH	1	\$12,446.20	\$12,446.20	\$1,100.00	\$1,100.00	\$12,164.00	\$12,164.00	\$1,365.00	\$1,365.00
634-A	TYPE VI PEDESTRIAN SIGNAL POLE WITH FOUNDATION	EACH	1	\$7,101.90	\$7,101.90	\$2,500.00	\$2,500.00	\$6,940.00	\$6,940.00	\$3,000.00	\$3,000.00
635-A	TRAFFIC SIGNAL HEAD, TYPE 6 WITHPUSH BUTTON AND SIGN	EACH	2	\$1,307.80	\$2,615.60	\$1,800.00	\$3,600.00	\$1,278.00	\$2,556.00	\$2,200.00	\$4,400.00
636-B	ELECTRIC CABLE, UNDERGROUND IN CONDUIT, IMSA 20-1, AWG 14, 5 CONDUCTOR	LIN. FT.	200	\$2.08	\$416.00	\$4.50	\$900.00	\$2.00	\$400.00	\$5.20	\$1,040.00
637-D	2" ROLL PIPE WITH PULL STRING,JACK OR BORED	LIN. FT.	330	\$20.80	\$6,864.00	\$17.00	\$5,610.00	\$20.35	\$6,715.50	\$20.50	\$6,765.00
637-C	2" SCHEDULE 40 CONDUIT WITH PULL STRING	LIN. FT.	3,570	\$4.10	\$14,637.00	\$6.00	\$21,420.00	\$4.00	\$14,280.00	\$9.50	\$33,915.00
637-C	TRAFFIC SIGNAL CONDUIT, UNDERGROUND,2" PVC	LIN. FT.	25	\$4.23	\$105.75	\$15.00	\$375.00	\$4.15	\$103.75	\$18.50	\$462.50
637-A	TRAFFIC SIGNAL PULL BOX TYPE 2	EACH	1	\$1,214.20	\$1,214.20	\$750.00	\$750.00	\$1,186.65	\$1,186.65	\$1,000.00	\$1,000.00
637-A	TRAFFIC SIGNAL PULL BOX TYPE 3	EACH	1	\$891.80	\$891.80	\$1,100.00	\$1,100.00	\$872.00	\$872.00	\$1,300.00	\$1,300.00
637-D	TRAFFIC SIGNAL CONDUIT, UNDERGROUND, DRILLED OR JACKED, ROLL PIPE, 2"	LIN. FT.	365	\$20.80	\$7,592.00	\$17.50	\$6,387.50	\$20.30	\$7,409.50	\$20.50	\$7,482.50
682-D	UNDERGROUND ELECTRICAL PULL BOX	EACH	23	\$769.41	\$17,696.43	\$1,250.00	\$28,750.00	\$752.00	\$17,296.00	\$1,800.00	\$41,400.00
686-A	RELOCATION OF UPLIGHT AND CONDUCTORS	EACH	3	\$530.40	\$1,591.20	\$600.00	\$1,800.00	\$518.00	\$1,554.00	\$4,450.00	\$13,350.00
809-A	RETAINING WALL	SQ. FT.	380	\$39.86	\$15,146.80	\$13.00	\$4,940.00	\$51.00	\$19,380.00	\$46.00	\$17,480.00
907-613-PP	RELOCATION OF SEWER CLEANOUT, PER PLANS	EACH	1	\$3,367.87	\$3,367.87	\$300.00	\$300.00	\$1,906.00	\$1,906.00	\$650.00	\$650.00
TOTAL BASE BID					\$561,965.60		\$595,471.50		\$712,594.65		\$786,105.00

I certify this to be a true & accurate Bid Tabulation of bids received @10:00a.m., local time, Thursday, March 14th, 2019 for the 38th Avenue Pathway Project for the City of Hattiesburg Mississippi.


Geoffrey Crosby, P.E.
Mississippi Registration #19984



***CONTRACT DOCUMENTS AND TECHNICAL
SPECIFICATIONS
FOR***

38TH AVENUE SIDEWALK

FOR THE

**CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY**



JANUARY 2019

PREPARED BY



1/28/2019



NEEL-SCHAFER
Solutions you can build upon

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ADVERTISEMENT FOR BIDS

38TH AVENUE PATHWAY

CITY OF HATTIESBURG, MISSISSIPPI

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Thursday, **March 14**, 2019 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. Work consists of constructing an 8' concrete pathway along 38th Avenue from Hardy Street to the Long Leaf Trace.

The above general outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all labor, equipment and materials required by the specifications and the drawings referred to therein.

Bidder must be qualified under Mississippi Law and show current Certificate of Responsibility issued by the Mississippi State Board of Public Contractors establishing his classification as to the value and type of construction on which he is authorized to bid.

Each Bidder shall write his Certificate of Responsibility Number on the outside of the sealed envelope containing his proposal.

Proposals shall be submitted in duplicate, sealed and deposited with the Owner prior to the hour and date hereinbefore designated. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so-called Golden Rule is followed state law requires a non-resident bidder is to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

Each Bidder must deposit with his proposal, a Bid Bond or Certified Check in an amount equal to five percent of his bid, payable to the Owner, as bid security. Bidders shall also submit a current financial statement, if requested, by the Owner. The successful bidder will be required to furnish a Payment Bond and Performance Bond each in the amount of 100 percent of the contract amount.

Official Bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

"Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition" as referred to herein, may be purchased from the Mississippi Department of Transportation.

The Owner hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded the full

opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Engineer is Neel-Schaffer, Inc., 704 Hardy Street, Hattiesburg, Mississippi 39401; Phone No. (601) 545-1565, Fax No. (601)-545-2267. Geoffrey P. Crosby, P.E. – Senior Project Manager.

The Owner reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

BY: _____
City Clerk
City of Hattiesburg, Mississippi

DATES OF PUBLICATION:

February 10, 2019

February 17, 2019

INSTRUCTIONS TO BIDDERS
38TH AVENUE PATHWAY
CITY OF HATTIESBURG, MISSISSIPPI

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1. COORDINATION OF SPECIFICATIONS

Work under this Contract shall be performed in accordance with the Contract Documents, which includes General Conditions, Supplementary Conditions and Technical Specifications contained therein. Division 200 through 800 of the *Mississippi Standard Specifications for Road and Bridge Construction*, 2017 Edition (can be downloaded at www.gomdot.com) is made a part hereof as if it were attached hereto, except where superseded by special provisions contained herein.

2. DATE AND PLACE OF OPENING OF PROPOSALS

The date, time, and place for opening Proposals will be as set out in the published "Advertisement for Bids."

The Owner reserves the right to postpone the date for presentation and opening of Proposals and will give notice of any such postponement to each known prospective Bidder.

3. FORM FOR PROPOSALS

Proposals must be submitted in duplicate on the forms furnished by the Owner and the envelope containing the Proposals must be sealed and addressed to:

City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

The outside of the envelope containing the Proposal shall bear the inscription:

**SEALED BID FOR: 38TH AVENUE PATHWAY
CITY OF HATTIESBURG, MISSISSIPPI**

BY _____

Certificate of Responsibility No. _____

State License No. _____

The duplicate Proposals shall be in the form of one original Proposal, marked "ORIGINAL" and one photocopy (Xerox or similarly reproduced copy) marked "PHOTOCOPY" of the original Proposal.

If Proposals are forwarded by the U.S. Postal Service, delivery shall be by Registered or Certified Mail.

4. PREQUALIFICATION

All Bidders must be in good standing with the Owner. Bidders who are not in good standing with the Owner will not be considered for award of the contract. Good standing includes, among other things: (a) whether Bidder has failed to successfully complete the work or punchlist items under another Owner contract; (b) whether Bidder is currently, or has been in the past five years, involved in litigation with the Owner regarding work under another Owner contract, either as a general contractor or subcontractor; (c) whether Bidder has been or is currently in default under another Owner contract the past five years. with the Owner; or (d) whether Bidder has failed to fulfill provisions of another Owner contract within

5. CERTIFICATE OF RESPONSIBILITY

Prior to filing Bids on Owner projects (in excess of \$50,000), the prospective Bidder must obtain a Certificate of Responsibility from the Mississippi State Board of Public Contractors, establishing his classification as to the value and the type of construction on which he is authorized to bid. Application must be submitted to the Board at least 30 days prior to a regular Board meeting scheduled every Quarter on the first Tuesday of January, April, July and October.

6. ANNUAL LICENSE TO BID (Not Used)

7. CHARGES FOR PROPOSALS, PLANS AND SPECIFICATIONS

Prospective Bidders may obtain Proposal forms including one copy of Contract Documents upon payment of the amount of money stipulated in the "Advertisement for Bids."

No refunds will be made for return of Plans or Specifications.

In the event all Bids are rejected and the Project is re-advertised, the original Bidders shall **NOT** be entitled to free Bidders Proposal forms for the subsequent letting.

8. OMISSIONS AND DISCREPANCIES

Should a Bidder find discrepancies, errors or omissions in the Drawings or Specifications, or should he be in doubt as to the correctness of the Plan details, dimensions and layout, he should immediately notify the Engineer in order to permit checking and any necessary revisions or modifications.

9. ADDENDA

Prior to the date set for opening of Bids, the right is reserved, in the interests of the Owner, as it may require, to revise or amend the Contract Documents. Such revisions, if any, will be announced by an Addendum or Addenda, and copies of such Addenda will be furnished to all prospective Bidders who have purchased Plans and Specifications for acknowledgment by return fax. If the revisions and Addenda are of a nature which require material changes in quantities or prices Bid, or both, the date set for opening Bids may be postponed to enable Bidders to revise their Bids. In such case, the Addendum or Addenda will include an announcement of the new date for opening Bids.

10. INTERPRETATIONS

No oral interpretation made to any Bidder as to the meaning of the Contract Documents shall be

considered an effective modification of any of the provisions of the Contract Documents. In order to ensure appropriate and concise responses, and avoid any misinterpretations, no verbal questions will be received. Written requests for interpretation of the Plans and Specifications shall be submitted to the Engineer at least 10 days prior to opening of Proposals so that a formal decision can be given in writing to all known prospective Bidders in the form of an Addendum. The Contract Document contains the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

11. BID SECURITY

All Bids shall be accompanied by a Bid Security in the form of a Certified Check upon a national or state bank or a Bid Bond made by a bonding company registered in the State of Mississippi, drawn and made payable to the Owner in an amount equal to five percent of the Bid. The Certified Check or Bid Bond must be enclosed in the same envelope with the Bid. Except as noted below, the Bid Security of all known unsuccessful Bidders will be returned promptly after a Notice of Award has been sent to the successful Bidder or in the event that all Bids are rejected.

The Bid Security of the next two lowest qualified Bidders will be retained until the Contract has been executed with the lowest qualified Bidder. The Bid Security of the successful Bidder will be returned when satisfactory Performance and Payment Bonds have been furnished and approved and the Contract executed.

12. GENERAL INFORMATION

Bidders shall inform themselves and comply with all pertinent Owner regulations and ordinances, State and Federal laws, licenses and tax liabilities which may in any manner affect their Bids and the prosecution of the work. The successful bidder will be responsible for obtaining all building, plumbing, and electrical permits required by the local city government. Special attention is directed to the rules and regulations published by the Mississippi State Tax Commission outlining certain taxes imposed on Contractors by the state of Mississippi.

13. REJECTION OF PROPOSAL

Proposals may be rejected in the case of any omission, alterations of forms, additions or conditions not called for, unauthorized alternate Bids, incomplete Bids, erasures or irregularities of any kind. Bids received conditioning their consideration or rejection upon Bids for the other work submitted by the same Bidder may be classed as irregular, unless the Contract Documents specifically invite or permit conditional or combination Bids. Bids in which the prices obviously are unbalanced may be rejected.

14. CONDITIONS OF WORK

Each Bidder must inform himself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of his Contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

15. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the Executed Contract, the Contractor shall furnish a Performance Bond and a Payment Bond each in the sum of 100% of the Contract amount as security for faithful performance of his Contract and for the payment of all persons performing labor on the Project under his Contract and furnishing materials in connection with his Contract, as specified in the Contract Documents. The surety of such Bonds shall be issued by a duly authorized surety company listed on the Treasury Department's most current list Circular 570 (as amended) and satisfactory to the Owner.

Attorneys in fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their Power of Attorney. Failure of the successful Bidder to execute the Contract and to supply the required bonds within 10 calendar days from the date that the Notice of Award is delivered, or within such extended period as the Owner may grant based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner, at his discretion, may either award the Contract to the next lowest qualified Bidder or readvertise for Bids, and may charge against the Bidder the difference between the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable bid is received by readvertising, the defaulting Bidder shall have no claim against the Owner for a refund. The Contractor's bond will not be released until all provisions of the Contract have been fulfilled.

16. INSURANCE

The Contractor will be required to carry the types and amounts of insurance named in the Contract Documents for the full life of the Contract.

17. SUBCONTRACTORS

Bidders are specifically advised that any person, firm or other party to whom it is proposed to award a Subcontract must be acceptable to the Owner. Nothing contained in the Contract Documents shall create any contractual relation between subcontractor and the Owner.

18. METHOD OF AWARD – LOWEST RESPONSIVE BIDDER

The Owner will award the Contract to the lowest and best Bid unless all Bids are rejected. The award will be based on the evaluation of the low bid for the total base bid or the total alternate bid as decided upon by the Owner.

The responsiveness of the low Bidder shall be determined by (1) the completeness and regularity of the Bidders Proposal; (2) the Bidders Proposal being without exclusions or special conditions; (3) the Bid Form having no alternative Bids for any item unless requested in the Technical Specifications; and (4) such other factors as may be considered under State law, Federal law or regulation.

The evaluation of the low bidder will be based on whether the Bidder (1) maintains a permanent place of business; (2) has adequate plant equipment to do the work properly and within the time limit that is established; (3) has adequate financial status to meet his obligations contingent to the work; (4) has adequate manpower and present workload is such that he can perform according to a reasonable schedule; and (5) such other factors as may be considered under State law, Federal law or regulation.

19. OBLIGATION OF BIDDER

At the time of the opening of Bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Plans and Contract Documents (including all Addenda).

The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to his Bid. Submission of Bid shall be accepted as prima facie evidence that Bidder has inspected the site and is familiar with the Plans and Contract Documents.

20. SUBSURFACE DATA

Not Used.

21. EXECUTION OF CONTRACT

If the successful Bidder is a corporation, the officer who signs the Contract shall furnish copies of the resolution of the Directors of the corporation authorizing him to sign the contract. Such resolution should bear the seal of the corporation.

Subject to the applicable provisions of law, the Contract shall be in full force and effect only from and after the date when a fully executed and approved counterpart thereof has been rendered or delivered, or both, to the Contractor or his duly authorized agent or representative. Deposit of said counterpart in the United States mail in an envelope or wrapper properly addressed shall constitute compliance with these provisions by the Owner.

22. INTERCHANGEABLE TERMS

The terms "Bid" and "Proposal" wherever they are used in the Contract Documents are interchangeable and have the same meaning. The terms "Contract" and "Agreement", are interchangeable and have the same meaning. The terms "Contract Drawings" and "Plans", are interchangeable and have the same meaning.

23. QUALIFICATIONS OF BIDDER, OWNER'S RIGHTS

The Owner may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

24. MATERIALS AND EQUIPMENT

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a manufacturer, fabricator, supplier, or distributor, the naming of the item in this manner is intended to establish the type, function and quality required. Materials or equipment of other manufacturers, fabricators, suppliers, or distributors may be accepted by the Engineer if sufficient information is submitted by the Contractor to allow the Engineer to determine that the material or equipment proposed is equivalent to that named in the Contract Documents. Bidders are referred to Section 6.3 of the General Conditions regarding procedures for approval of substitute materials and

equipment.

25. NON-RESIDENT BIDDERS

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident Bidder's state awards contractors to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so called "Golden Rule" is followed, state law requires a non-resident Bidder to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

26. DESIGNATING OWNER AND ENGINEER

Any reference in the Contract Documents to the State of Mississippi, Mississippi Department of Transportation, Mississippi Transportation Commission, or any official thereof shall be interpreted to mean the City of Hattiesburg, Mississippi, the "Owner".

Any reference in the Standard Specifications to the Project Engineer, District Engineer, Office Engineer, or Engineer shall be interpreted to mean the Engineer for the City of Hattiesburg, Mississippi, Neel-Schaffer, Inc.

27. MATERIALS TESTING AND CONSTRUCTION STAKING

The Contractor shall be responsible for all testing of materials associated with the project. Materials shall be tested in accordance to the requirements and frequencies outlined in the *Mississippi Standard Specifications for Road and Bridge Construction* (2017 Edition), and shall be considered an absorbed item.

Contractor shall be responsible for all construction staking as specified (cost absorbed). Construction staking shall also include earthwork quantity calculations for applicable pay items

28. CONTRACT TIME

The Contractor shall commence the work required by the Contract Documents within 10 calendar days after the date of the Notice to Proceed and will retain substantial completion within 210 consecutive calendar days of the Notice to Proceed date unless the period for completion is extended otherwise by the Contract Documents.

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BIDDER'S PROPOSAL
38TH AVENUE PATHWAY
CITY OF HATTIESBURG, MISSISSIPPI

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BIDDER'S PROPOSAL
38TH AVENUE PATHWAY
CITY OF HATTIESBURG, MISSISSIPPI

DATE: _____, 20_____

PROPOSAL OF _____
(Name of Bidder)

(Address of Bidder)

for construction of the Sullivan Park Pavilion.

The documents on which this Proposal is based include the Instructions to Bidders, Bid Forms, General Conditions, Supplementary Conditions, Supplemental General Conditions, Technical Specifications, Contract Drawings, and all supplements, amendments and addenda for this Project and are made a part hereof by reference.

TO: CITY OF HATTIESBURG
200 FORREST STREET
HATTIESBURG, MISSISSIPPI 39401

Gentlemen:

The following Proposal is submitted on behalf of the undersigned Bidder(s) and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is submitted without collusion on the part of any person, firm or corporation.

I (We), the undersigned Bidder(s), certify that I (we) have carefully examined the Instructions to Bidders, Bid Forms, General Conditions, Supplemental Conditions, Technical Specifications, Contract Drawings and any and all Addenda thereof.

I (We) further certify that I, (we) have visited and carefully examined the site of the proposed Work and have inspected the location and condition of all public utilities and existing structures or other facilities on the site or adjacent thereto which may be affected by the proposed construction and fully understand all conditions relative to construction difficulties, hazards, labor, transportation and all other factors affecting the prosecution of the work covered by this Proposal.

I (We) understand that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid. No increase in quantities of work shall be performed until a written change order is duly executed in advance and approved in the public minutes of the Owner.

In accordance with the requirements of the Instructions to Bidders, Bid Forms, Federal Supplement to Bidder's Proposal, Technical Specifications, General Conditions, Supplementary Conditions, Contract

00300-2

Drawings, and any Addenda, I (we) propose to furnish all necessary materials, equipment, labor, tools and other means of construction and will do all Work called for by the Contract Documents within the specified Contract Time. The following is my (our) itemized proposal for the project:

Prices Bid and Approximate Quantities – Base Bid

Pay Item	Description	Qty	Unit	Unit Price	Price Extension
202-A	REMOVAL OF OBSTRUCTIONS	1	LUMP SUM	XXXX	
202-B	REMOVAL OF CONCRETE SIDEWALK	325	SY		
202-B	REMOVAL OF PAVEMENT, ALL TYPES AND DEPTHS	850	SY		
202-B	REMOVAL OF CURB & GUTTER, ALL TYPES	400	LF		
203-A	UNCLASSIFIED EXCAVATION, FM, AH	200	CY		
203-G	EXCESS EXCAVATION, FM, AH	100	CY		
203-EX	BORROW EXCAVATION, AH, FME, CLASS B9	600	CY		
211-A	TOPSOIL FROM RIGHT OF WAY	3,500	SY		
211-B	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	50	CY		
216-B	SOLID SODDING, CENTIPEDE	2,400	SY		
219-A	WATERING	380	KGAL		
220-A	INSECT PEST CONTROL	1	ACRE		
234-A	TEMPORARY SILT FENCE	1,000	LF		
237-A	WATTLES, 20"	200	LF		
246-A	SANDBAGS	100	EACH		
601-B	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	15	CY		
602-A	REINFORCING STEEL	1,500	LBS		
603-CE	15" CORRUGATED POLYETHYLENE PIPE	100	LF		
603-CA	15" REINFORCED CONCRETE PIPE CLASS III	16	LF		
603-CB	15" CONCRETE END SECTION	1	EACH		
907-603-PP	18" CORRUGATED POLYETHYLENE INLINE INLET, PER PLANS	7	EACH		
608-A	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	3000	SY		
907-616-A	COLORLED CONCRETE WITH SCORING	60	SY		
907-616-B	STAMPED AND COLORED CONCRETE (BRICK PATTERN)	2,050	SF		
907-616-C	STAMPED CONCRETE, BRICK PATTERN WITH TRUNCATED DOMES	27	EACH		

609-B	CONCRETE CURB, HEADER	200	LF		
609-D	TYPE 1 MODIFIED CURB AND GUTTER	130	LF		
907-609-PP	6" CONCRETE BAND, PER PLANS	515	LF		
613-D	MODIFY EXISTING INLET, PER PLANS	3	EACH		
613-D	ADJUSTMENT OF WATER METER	13	EACH		
614-B	CONCRETE DRIVEWAY, WITH REINFORCEMENT, 6" THICKNESS	750	SY		
815-B	GROUTED RIPRAP, #100	50	SY		
815-E	GEOTEXTILE FOR SUBSURFACE DRAINAGE, TYPE V, NON-WOVEN	50	SY		
618-A	MAINTENANCE OF TRAFFIC	1	LUMP SUM	XXXX	
620-A	MOBILIZATION	1	LUMP SUM	XXXX	
626-H	THERMOPLASTIC LEGEND, WHITE (6" EQUIV.)	3,050	LF		
632-C	TRAFFIC SIGNAL CABINET MODIFICATIONS	1	EACH		
634-A	TYPE VI PEDESTRIAN SIGNAL POLE WITH FOUNDATION	1	EACH		
635-A	TYPE 6 SIGNAL WITH PUSH BUTTON AND SIGN	1	EACH		
636-D	2-IMSA-20-1, AWG14, 5 CONDUCTOR	200	LF		
637-D	2" SCHEDULE 40 CONDUIT WITH PULL STRING, JACK OR BORED	330	LF		
637-C	2" SCHEDULE 40 CONDUIT WITH PULL STRING	3,570	LF		
637-A	TRAFFIC SIGNAL PULL BOX TYPE 1	1	EACH		
637-A	TRAFFIC SIGNAL PULL BOX TYPE 3	1	EACH		
637-D	JACK OR BORE 2" ROLL PIPE	365	LF		
682-D	ELECTRICAL PULL BOX	23	LF		
686-A	RELOCATION OF UPLIGHT AND CONDUCTORS	3	EACH		
809-A	RETAINING WALL	380	SF		
907-613-PP	RELOCATION OF SEWER CLEANOUT, PER PLANS	1	EACH		
TOTAL BASE BID \$					

THE BIDDER'S TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. THE OWNER WILL MAKE THE BID TABULATION FROM THE UNIT PRICES AND LUMP SUM PRICES BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICES SHALL GOVERN.

NOTE: FAILURE OF BIDDER TO INCLUDE PRICES FOR THE ALTERNATE BID ITEMS MAY RENDER HIS PROPOSAL NON-RESPONSIVE.

NOTE: Bids shall include sales tax and all other applicable taxes and fees.

I (We) further propose to execute the Contract Agreement as bound herein within ten working days after receipt of Contract Forms from the Owner and to complete the work within the contract time. I (We) agree to pay as liquidated damages the actual costs, expenses and other losses reasonably incurred by Owner for each consecutive calendar day beyond the specified Contract Time.

I (We) also propose to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than one hundred percent (100%) of the total of my (our) Bid. These Bonds shall not only serve to guarantee the completion of the Work on my (our) part, but also to guarantee the excellence of both workmanship and materials until the Work is finally accepted.

I (We) enclose a Bid Bond or Certified Check for 5 percent of _____
_____, DOLLARS (\$_____))
(Base Bid Amount)

and hereby agree that in case of my (our) failure to execute the Contract and furnish the Bonds within ten calendar days after delivery of the Notice of Award, the amount of this check (Bid Bond) will be forfeited to the Owner as liquidated damages arising out of my (our) failure to execute the Contract as proposed.

It is understood that in case I (we) am (are) not awarded the Work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Contract Documents.

Bidder acknowledges receipt of the following Addenda:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

Respectfully Submitted,

Contractor(s)

By: _____
Title

Address

BIDDER'S CORPORATE DECLARATION
(TO BE FILLED IN IF BIDDER IS A CORPORATION)

Date: _____, 20_____.

Our corporation is chartered under the Laws of the state of _____ and the names, titles and business addresses of the executives are as follows:

President

Secretary

Treasurer

DECLARATION OF PARTNERSHIP

(To be filled in if a Bidder is a Partnership)

Our Partnership is composed of the following individuals:

Address

Address

NON-COLLUSION AFFIDAVIT

**38TH AVENUE PATHWAY
CITY OF HATTIESBURG, MISSISSIPPI**

(THIS AFFIDAVIT MUST BE EXECUTED FOR THE BID TO BE CONSIDERED)

STATE OF _____)
COUNTY OF _____) ss.

_____ being first duly sworn,
(Person)
deposes and says that he is _____

(Sole owner, a partner, president, secretary, etc.)
of _____ the party making the foregoing Proposal or Bid;
(Name of Firm)

that such Bid is genuine and not collusive; that said Bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on the same contract; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person or persons interested in the proposed contract; and that all statements contained in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted his Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public in and for

_____ County,

(SEAL)

My Commission Expires
_____, 20_____.

BID BOND

**38TH AVENUE PATHWAY
CITY OF HATTIESBURG, MISSISSIPPI**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the Owner, in the penal sum of \$_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this _____ day of _____, 20 _____.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner, a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the above referenced project.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to signed by their proper officers, the day and year first set forth above.

Contractor

SEAL

By:_____

Surety

SEAL

By:_____

PROPOSED SUBCONTRACTORS
38TH AVENUE PATHWAY
CITY OF HATTIESBURG, MISSISSIPPI

The names and addresses of all persons and parties who will be utilized for subcontract Work in the foregoing Bidder's Proposal are listed below. (The Contractor must list all Subcontractors to be utilized on the Work. Failure to list Subcontractors may cause the Bidder's Proposal to be rejected by the Owner as non-responsive.) If the Bidder does not propose Subcontractors, so state.

NAME

ADDRESS

CONTRACT FORMS

**38TH AVENUE PATHWAY
CITY OF HATTIESBURG, MISSISSIPPI**

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CONTRACT

**38TH AVENUE PATHWAY
CITY OF HATTIESBURG, MISSISSIPPI**

This Contract, made this the _____ day of _____, 20____, by and between the City of Hattiesburg, Mississippi, a municipal corporation, hereinafter called "Owner" and _____ doing business as a _____ located in _____ hereinafter called the "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the "38th Avenue Pathway" project in strict accordance with the Contract Documents and the Contract Drawings.
2. The Contractor will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will attain Final Completion within the contract time stipulated in the Advertisement for Bids unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The Contractor agrees to pay, as liquidated damages, the actual damages, costs, losses and expenses reasonably incurred by Owner for each consecutive calendar day that he shall be in default in attaining Final Completion within the time stipulated as provided herein.
3. The term "CONTRACT DOCUMENTS" means and includes Advertisement for Bids, Instructions to Bidders, Bidder's Proposal, Bid Bond, Contract, Payment Bond, Performance Bond, General Conditions, Supplementary Conditions, Technical Specifications, Contract Drawings, Notice of Award, Notice to Proceed, Addenda (if any), and all subsequent Change Orders, Supplemental Agreements and/or other modifications as if formally recopied in this Contract.
4. The Contractor agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents, Contract Drawings and other requirements of the Owner, and to the complete satisfaction of the Owner or his authorized representatives, and in accordance with the Laws of the state of Mississippi and the Ordinances of the Owner, for which the Owner hereby agrees to pay and the Contractor agrees to accept a sum of money in current funds equal to the contract amount of _____ (\$ _____) plus the amount of any supplemental agreements and force accounts for extra work authorized and duly set forth in a written change order approved and executed by the Owner and set forth in the public minutes of the Owner and in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the Contractor assuming all risks of every kind and description in the performance of this Contract.

-
5. The Contractor shall protect, indemnify and save harmless the Owner from and against any and all damage, loss, claims, judgments or expenses, including but not limited to reasonable attorney's fees, which the Owner may suffer or be subjected to by the performance of the work, including but without limitation injury to or death of any person whomever and destruction or damage to any property whatsoever.
 6. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of

(\$_____).
 7. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of

(\$_____).
 8. The Contractor agrees to allow the Owner, or any of their duly authorized representatives, access to any books, documents, papers and records of the Contractor which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and Contractor agrees to insert an identical clause in any and all subcontracts.
 9. The Owner will pay to the Contractor in the manner and at such times and amounts as set forth in the Contract Documents.
 10. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
 11. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Contractor and the Owner may withhold any payments to the Contractor until such time as the exact amount of damages due the Owner from the Contractor is determined.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in _____ counterparts, each of which shall be deemed an original on the date first above written. (number)

OWNER

CONTRACTOR

BY _____

BY _____

ATTEST _____

ATTEST _____

(Seal)

(Seal)

PARTNERSHIP CERTIFICATE

State of _____

County of _____ Ss.

On this _____ day of _____, 20_____, before me personally appeared _____, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of _____; that said firm consists of himself and _____; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in the

County of _____

State of _____

Notary Seal

My Commission Expires:

CORPORATE CERTIFICATE

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said Contract on behalf of the Contractor was then _____ of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Secretary

Corporate Seal

GENERAL INSTRUCTIONS FOR BONDS

1. The surety on each Bond must be a responsible surety company, which is qualified to do business in Mississippi and satisfactory to the Owner.
2. The name, including full Christian name and residence of each individual party to the Bond shall be inserted in the body thereof, and each such party shall sign the Bond with his usual signature on the line opposite the seal and if signed in Maine, Massachusetts or New Hampshire an adhesive seal shall be affixed opposite the signature. The bond must be either signed or countersigned by a Mississippi Resident Agent of the Surety Company.
3. If the principals are partners, their individual names will appear in the body of the Bond with the recital that they are partners composing a firm, naming it; and all the members of the firm shall execute the Bond as individuals.
4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the Bond.
5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the Bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case, a scroll or adhesive seal shall appear following the corporate name.
6. The official character and authority of the person or persons executing the Bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificate there may be attached to the Bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The date of this Bond must not be prior to the date of the Contract in connection with which it is given.
8. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars,
\$(_____) in lawful money of the United States, for the payment of which sum well
and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with the OWNER, dated _____ day of _____ 20 _____,
a copy of which is hereto attached and made a part hereof for the construction of :

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings,
covenants, terms, conditions, and agreements of said contract during the original term thereof, and any
extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the
one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and
shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by
reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the
OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full
force and effect.

NOW, THEREFORE, if the Principal shall promptly make payment of all taxes, licenses, assignments,
contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the state of
Mississippi, or any county, municipality, board, department, commission, or political subdivision thereof, by
reason of and directly connected with the performance of said Contract or any part thereof as provided by
Sections 27-65-1, 27-65-21, 27-67-301 and 31-5-3, supra, or any other applicable statute or other authority,
then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change,

00500-7

extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this statement is executed in _____ counterparts, each one of which shall
(number)
be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

(Principal) Secretary
(Seal)

Principal
By _____

(Address)

Witness as to Principal

(Address)

Surety

ATTEST:

By _____

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
 If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

KNOW ALL MEN BY THESE PRESENTS THAT

Final: March, 2018

IN WITNESS WHEREOF, this statement is executed in _____ counterparts, each one of which shall
(number)
be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

(Principal) Secretary
(Seal)

Principal
By _____

(Address)

Witness as to Principal

(Address)

ATTEST:

Surety

By _____

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
 If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most
 current list (Circular 570 as amended) and be authorized to transact business in the State
 where the PROJECT is located.

NOTICE OF AWARD

Date _____

TO: _____

RE: 38th Avenue Pathway
 City of Hattiesburg, Mississippi

NOTICE OF AWARD

Gentlemen:

The Owner has considered the Proposal submitted by you for the above referenced Work in response to its Advertisement for Bids and Instructions to Bidders.

You are hereby notified that your Proposal has been accepted in the amount of \$_____.

You are required by the Instruction to Bidders to execute the Contract and furnish to the Owner the required Contractor's Performance Bond, Payment Bond and certificates of insurance within 10 calendar days from the date of delivery of this Notice to you. We have enclosed five copies of the necessary contract forms and bond forms. Please return all five copies of these documents to the offices of Neel-Schaffer, 704 Hardy Street, Hattiesburg, MS 39401.

If you fail to execute said Contract and to furnish said Bonds within 10 days from the date of delivery of this Notice, the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your proposal as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by Law.

You are required by the General Conditions and Supplementary Conditions to submit to Neel-Schaffer, Inc. an estimated progress schedule, a preliminary schedule of Shop Drawing submissions and a preliminary schedule of values of the Work within 10 days after the effective date of this Contract, all in accordance with Article 2.5 of the General Conditions.

You are required to return an acknowledged copy of this Notice of Award directly to the City of Hattiesburg, Mississippi, Attention: Lamar Rutland, P.E., and to Neel-Schaffer, Inc.

Sincerely,

NEEL-SCHAFFER, INC.

Geoffrey P. Crosby, P.E.
Senior Project Manager

c: Lamar Rutland, P. E.
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____ this, the
_____ day of _____, 20_____.

By _____

Title _____

NOTICE TO PROCEED

Date

To: _____

Attention: _____

REFERENCE: NOTICE TO PROCEED
38TH AVENUE PATHWAY
CITY OF HATTIESBURG, MISSISSIPPI

Dear _____:

You are hereby notified to commence Work in accordance with the Contract dated _____, on or before _____. You are to complete the Work within ____ consecutive calendar days from the effective date of this Notice to Proceed. The date of Final Completion is therefore _____. Liquidated damages in the amount of the actual damages, costs, losses and expenses reasonably incurred by the OWNER per calendar day for each day the Work has not achieved Final Completion after _____ will be imposed unless the contract time is otherwise adjusted for due cause by change orders to the Contract. Liquidated Damages, as defined herein, will be assessed unless the Contract Time is otherwise adjusted for due cause by change order to the Contract.

The engineering firm of Neel-Schaffer, Inc. will act as the Engineer on behalf of the City of Hattiesburg, Mississippi for the work to be performed under the contract. Geoffrey P. Crosby, P.E., of Neel-Schaffer, Inc. will be the designated representative of the Engineer.

Please return a copy of this NOTICE TO PROCEED and ACCEPTANCE OF NOTICE to the undersigned and to Neel-Schaffer, Inc., indicating your receipt of this document in the space provided below.

Sincerely,

City of Hattiesburg, Mississippi

Mayor Toby Barker

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

this, the _____ **day**

of _____, **20**_____.

By_____

Title_____

CONTRACT CHANGE ORDER

OWNER: _____ PROJECT NAME: _____

CONTRACTOR: _____

DATE: _____

CHANGE ORDER NUMBER: _____ CONTRACT NUMBER: _____

REASON FOR CHANGE: _____

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT
PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF REQUIRED)

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	QTY	UNIT COST	TOTAL CONTRACT
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

TOTAL CONTRACT CHANGE	\$
	TOTAL CONTRACT
ORIGINAL CONTRACT AMOUNT:	\$
CURRENT CONTRACT AMOUNT:	\$
THIS CONTRACT CHANGE	
REVISED CONTRACT AMOUNT:	\$
CURRENT CONTRACT COMPLETION DATE:	
TIME EXTENSION REQUIRED BY CHANGE:	
REVISED CONTRACT COMPLETION DATE:	
THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY. RECOMMENDED BY: _____ ENGINEER _____ DATE _____ NEEL-SCHAFFER, INC. ACCEPTED BY: _____ CONTRACTOR _____ DATE _____	

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

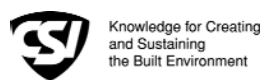
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AMERICAN SOCIETY OF CIVIL ENGINEERS

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The Associated General Contractors of America



Construction Specifications Institute

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *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 Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

administrative requirements and procedural matters applicable thereto.

44. *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 at the Site.

45. *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 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.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *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 any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times

but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. Intent of Certain Terms or Adjectives

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered", "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents, or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
- c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement

or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or

responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work

(unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's

sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

- a. reviewing and checking all such information and data,
- b. locating all Underground Facilities shown or indicated in the Contract Documents,
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will

promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to

entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified

in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection

from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any

deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall 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 of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract

Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or

received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract

Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual

or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. Loading Structures: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Draw-

ings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents

with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or

disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal

shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and

properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep

Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show

partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall

promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and

Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have

resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall

be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an

allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted

by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 Delays

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to

be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress

payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed 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 Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent

inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling Owner to a set-off against the amount recommended; or
- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial

Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals

that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations

under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance

with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be

governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS

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SUPPLEMENTARY CONDITIONS

1. Definitions

- A. The definition of "Technical Specifications" shall be the same as the definition for Specifications stated in Paragraph 1.01 under item number 43 of the General Conditions.
- B. Delete Paragraph 1.01.A.12 of the General Conditions in its' entirety.
- C. In Paragraph 1.01A.52 delete the following words, "or responding to differing or unseen subsurface or physical conditions under which the work is to be performed or to emergencies."

2. Commencement of Contract Time: Notice to Proceed

The commencement of Contract Time, as stated in Item 2.03 of the General Conditions is changed to read The Contract Time will commence to run within the sixtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the sixtieth day after the Effective Date of the Agreement.

Notice to Proceed may be given at any time within sixty days after the Effective Date of the Agreement. Refer to Item 21 of the Instructions to Bidders regarding execution of the Contract.

3. Before Starting Construction

In addition to the requirements of Paragraph 2.05 of the General Conditions, "**CONTRACTOR** shall deliver to the **OWNER**, with his signed Contract, all bonds and insurance which he is required to purchase and maintain in accordance with Article 5 of the General Conditions. A copy shall also be submitted to the **ENGINEER**. The **OWNER** shall deliver to the **CONTRACTOR** a copy of all policies of insurance which the **OWNER** is required to purchase and maintain in accordance with Article 5 of the General Conditions."

4. Preconstruction Conference

The time period for holding the preconstruction conference as stated in Paragraph 2.06 of the General Conditions shall be within 30 days after the Effective date of the Agreement, but before the **CONTRACTOR** starts the Work at the site.

5. Subsurface and Physical Conditions

Paragraphs 4.02 and 4.03 shall be deleted in its' entirety and replaced with the following:

DIFFERING SITE CONDITIONS PROVISION:

Execution of this Contract (Agreement) by the Contractor is a representation that the Contractor has visited the site, that general and local conditions are suitable for the work to be performed and that the Contractor accepts all conditions at the Project site. The Contractor assumes all risks with respect to the requirements of the Contract Documents, including without limitation the characteristics (natural and manmade) of the site, site accessibility, labor rates and availability, weather conditions, and any other matter that could affect the performance and cost of the work.

6. Insurance Requirements

- A. Paragraphs 5.05 and 5.06 shall be deleted in their entirety.
- B. Paragraphs 5.07.B, 5.07.B.1 and 5.07.B.2 shall be deleted in their entirety.
- C. In addition to the requirements of Article 5 of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.
 - 1. The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**. If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**, including all additional insureds and waivers of subrogation.
 - 2. Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein and all coverage requirements specified in contract documents are filed with and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.
 - 3. The **CONTRACTOR** shall secure and maintain in effect for the period of the **CONTRACT** and pay all premiums for the following kinds and amounts of insurance:
 - a. Worker's Compensation and Employer's Liability Insurance: This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees, which for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability limits in the amount of ONE MILLION DOLLARS (\$1,000,000.00). **CONTRACTOR** and subcontractors shall supply **OWNER** endorsements from their carriers evidencing waiver of subrogation in favor of the **OWNER**.

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- b. **CONTRACTOR'S** and Subcontractor's Comprehensive General Liability Insurance, including bodily injury, property damage, contractual and other standard coverage contained in Comprehensive General Liability Insurance, in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and aggregate. **OWNER** shall be provided an endorsement naming the **OWNER** as an insured from the insurer for the work contracted. The Comprehensive General Liability policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:
- i. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
 - ii. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
 - iii. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.
- c. **CONTRACTOR'S** Contingent or Protective Liability and Property Damage: In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect the **CONTRACTOR** from any and all claims arising from the operation of Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.
- d. Auto Liability: The **CONTRACTOR** shall maintain Auto Liability Insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) Combined Single Limit to protect him from any and all claims arising from the use of the following:
- i. **CONTRACTOR'S** own automobiles and trucks.
 - ii. Hired and non-owned automobiles and trucks.
 - iii. Automobiles and trucks owned by Subcontractors.
- The aforementioned is to cover use of automobiles and trucks on and off the site of the Project. The **OWNER** shall be provided an endorsement from the insurer naming the **OWNER** as an insured for the work contracted.
- e. **OWNER'S** Protective Liability Policy: The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds, in an amount not less than ONE MILLION DOLLARS (\$1,000,000).
- f. Umbrella Liability: The **CONTRACTOR** shall provide **OWNER** a certificate of insurance evidencing Umbrella Liability Insurance in the amount of not less than FIVE MILLION DOLLARS (\$5,000,000).

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- g. Builder's Risk and Boiler and Machinery Insurance: The **CONTRACTOR** shall purchase and maintain Builder's Risk and Boiler and Machinery Insurance in the amount of the total value of the materials necessary for the project. A certificate evidencing such coverage shall be on file with the **OWNER**.
 - h. Property Insurance: No property insurance is required for this project.

7. Contractor's Responsibilities

Delete Paragraph 6.02.B in its entirety.

8. Record Documents

In addition to the requirements of Paragraph 6.12 of the General Conditions, **CONTRACTOR** shall provide accurate 'mark-ups' acceptable to the **ENGINEER** on or before the date of Substantial Completion of the Project for use by the **ENGINEER** in the preparation of 'record' drawings. Final payment will not be made to the **CONTRACTOR** prior to the **ENGINEER** receiving these mark-ups from the **CONTRACTOR**.

9. Limitations on ENGINEER'S Responsibilities

In addition to the requirements of Paragraph 9.09.B, when it comes to his attention, the **ENGINEER** will immediately notify the **OWNER** in the event that the **CONTRACTOR** is not complying with the Contract Documents or is conducting the Work in such a manner that could be considered grounds for termination of the Contract. The **CONTRACTOR** shall retain responsibility for performing all Work in compliance with the Contract Documents.

The following language shall be added to Paragraph 9.09.B:

"Consistent with the express provisions of this Section 00700, Article 6.13, Article 6.17.D.2, Article 9.02.B, Article 9.09, this Article 9.09.B, and Article 14.02.B.4.b, any reference to "safety" elsewhere in this contract, including but not limited to those found in Section 00700, Articles 4.02.B.1, 4.04.A.2.d, 4.04.B.1, 4.06.B.1, 6.02.B, 6.14, 6.15, 6.16, 6.17.C.1.c, and 13.02.A, does not impose upon the Engineer any duty, obligation or other contractual undertaking to administer the "safety" aspects of Contractor's performance, or any other matter relating to the Contractor's means, methods, techniques, sequences or procedures. Contractor's contractual safety obligations and means and methods during construction are the sole responsibility of the Contractor and are not being administered, overseen or reviewed in any way by the Engineer in performing its contractual obligations"

10. Change of the Contract Time

In addition to the requirements of Paragraph 12.03 of the General Conditions, rainstorms which are encountered in the project area on a regular and seasonal basis do not constitute an abnormal weather condition.

11. Payments to **CONTRACTOR**

Paragraph 14.02, Application for Payments, is deleted in its' entirety and the following substituted therefore:

- A. Monthly Estimates and Partial Payments: The **CONTRACTOR'S** partial payment period shall end on the last day of each month. The **CONTRACTOR** shall submit acceptable Application for Payment to the **ENGINEER** by the date indicated on the payment schedule as supplied to **CONTRACTOR** by **ENGINEER** provided that the amount due on completed work is at least \$500.00. The partial payment request shall be filled out and signed by the **CONTRACTOR** covering the work completed as of the date of the request and accompanied by such supporting documentation as is required by the Contract Documents and also as the **ENGINEER** may reasonably require. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include in any monthly estimate advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site, the Application for Payment shall also be accompanied by such data, satisfactory to **OWNER**, as will establish **OWNER'S** title to the material and equipment and protect **OWNER'S** title to the material and equipment and protect **OWNER'S** interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of **CONTRACTOR** stating that all previous progress payments received on account of the Work have been applied to discharge in full all of **CONTRACTOR'S** obligations reflected in prior Applications for Payment.
- B. After each monthly estimate has been approved, the **OWNER** shall pay to the **CONTRACTOR** 95 percent of the amount of said estimate. From the total value of each estimate there will be deducted an amount equivalent to 5 percent of the whole as a retainage to be held by the **OWNER**. The monthly estimates will be approximate only and subject to correction in any subsequent estimate rendered following discovery of the error. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include any monthly advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work.
- C. Subsequent to discovery of any defective or questionable work, an amount equal to the estimated value of such work will be deducted from the next current estimate. The sum will not be included in a subsequent estimate until the defects have been remedied to the **ENGINEER'S** satisfaction.
- D. The **OWNER** reserves the right to withhold payment of any monthly estimate that becomes due if, in the opinion of the **OWNER'S** Attorney, such action is warranted because of any breach of the Contract Provisions or malfeasance on the part of the **CONTRACTOR** or because the progress or the quality of the work is unsatisfactory and does not comply with the Plans and Specifications.

Paragraph 14.02.C of the General Conditions is modified to read “60 days after presentation of the Application for Payment to **OWNER** with **ENGINEER’S** recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by **OWNER** to **CONTRACTOR**.”

Paragraph 14.07.C of the General Conditions is modified to read, "If the Application and accompanying documentation are appropriate as to form and substance, **OWNER** shall, within 60 days after receipt thereof, pay **CONTRACTOR** the amount recommended by **ENGINEER**."

Delete Paragraph 14.09.A.2 in its entirety.

12. List of Contract Drawings: Not Used.

13. Liquidated and Special Damages

The **CONTRACTOR** will be subject to liquidated damages and actual damages in the amount of the actual costs incurred by the Owner after the time stipulated for Substantial Completion of the work. The **CONTRACTOR** will be subject to liquidated damages in the amount of **\$400** for each consecutive calendar day after the time stipulated for Substantial Completion of the work. The actual costs include, but are not limited to construction related costs resulting from the Contractor’s failure to complete the work on schedule.

The liquidated damages provided for herein were not calculated in contemplation or anticipation that the **CONTRACTOR** would default or otherwise abandon the project. In the event the **CONTRACTOR** does default or otherwise abandon the project, the **OWNER** reserves the right to collect from the **CONTRACTOR** or its surety, in addition to the liquidated damages, the actual damages including, but not limited to, additional engineering costs, incurred by the **OWNER** as a result of the default or abandonment.

14. Suspension of Work and Termination

In Paragraph 15.04.A delete the following words: “or Engineer fails to act on any Application for Payment within thirty days, after it is submitted” and add the words “if the”. In Paragraph 15.04.B delete the following words: “if Engineer has failed to act on an Application for Payment within thirty days after it is submitted” and add the words “if the”.

16. Methods and Procedures

Delete sentence 16.01.C.2 in its entirety

**** END OF SECTION ****

SECTION 01010
SUMMARY OF WORK

PART 1 GENERAL

1.01 Location of Work

All of the work of this Contract is located in public right-of-way or on easements and property owned or obtained by the Owner.

1.02 Work to be Done

- A. The CONTRACTOR shall furnish all labor, materials, equipment, tools, services and incidentals to complete all work required by these Specifications and as shown on the Drawings.
- B. The CONTRACTOR shall perform the work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.
- C. All materials, equipment, skills, tools and labor which are reasonably and properly inferable and necessary for the proper completion of the work in a substantial manner and in compliance with the requirements stated or implied by these Specifications or Drawings shall be furnished and installed by the CONTRACTOR without additional compensation, whether specifically indicated in the Contract Documents or not.
- D. The CONTRACTOR shall comply with all county, state, federal, and other codes which are applicable to the proposed construction work.

1.03 General Description of Work to be Performed

- A. The Work included in the Contract shall be as described in the Contract Documents.
- B. All work shall be done as described in the Specifications and as shown on the Drawings, complete, tested and ready for operation.

1.04 Work Sequence

- A. All work to be done under the Contract shall be done with minimum inconvenience to the OWNER. The CONTRACTOR shall coordinate his work with private property owners such that existing drainage, water service, sewer service and garbage pickup and other public services are maintained at all times.
- B. Construct Work in stages to accommodate the OWNER'S use of the premises during the construction period; coordinate the construction schedule and operations with the ENGINEER.
- C. Construct the Work in stages to provide for public convenience. Do not close off public

access until completion of one stage of construction will provide alternative usage.

1.05 Construction Areas

- A. CONTRACTOR shall limit his use of the construction areas for Work and for storage, to allow for:
 - 1. Work by other contractors.
 - 2. OWNER use.
 - 3. Public use.
- B. Coordinate use of work site under direction of ENGINEER.
- C. Assume full responsibility for the protection, security and safekeeping of products under this Contract stored on the site.
- D. Move any stored products, under CONTRACTOR'S control which interfere with operations of the OWNER or other contractors.
- E. Obtain and pay for the use of additional storage or work areas needed for operations.

1.06 Owner Occupancy

- A. OWNER will have full access to and use of all existing sewer facilities during the entire period of construction for the conduct of his normal operations. Cooperate with ENGINEER in all construction operations to minimize conflict and to facilitate OWNER usage.
- B. CONTRACTOR shall at all times conduct his operations as to insure the least inconvenience to the general public.

1.07 Partial Owner Occupancy

The CONTRACTOR shall schedule his operations for completion of portions of the Work, as designated, for the OWNER'S occupancy prior to Substantial Completion of the entire Work.

1.08 Plans and Specifications

- A. Specifications: The Technical Specifications consist of three parts: General, Products, and Execution. The General section contains general requirements which govern the work. The Products and Execution sections modify and supplement these by detailed requirements of the work and shall always govern whenever there appears to be a conflict.
- B. Intent:
 - 1. All work called for in the Specifications applicable to the Contract but not shown on the Plans in their present form or vice versa shall be of like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Specifications but involved in carrying out their intent or in the complete and proper execution of the work is required and shall be performed by the CONTRACTOR as though it were specifically delineated or described at the CONTRACTOR'S expense.
 - 2. The apparent silence of the Specifications as to any detail, or the apparent omission

from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.

- C. Conflict between Drawings and Specifications. Where an obvious conflict exists between the Plans and Specifications, the ENGINEER shall decide which governs and the CONTRACTOR shall comply with the decision. Such decision shall not be grounds for additional payment to the CONTRACTOR, i.e., the CONTRACTOR shall include the price of the most expensive alternative in his bid.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 Description

- A. CONTRACTOR shall furnish all labor, materials, tools, equipment, appurtenances and all services necessary to perform all Work required, at the lump sum or unit prices for the items listed in the Prices Bid Table located in the Bid Proposal.
- B. The pay items listed in the Bid Proposal constitute all of the pay items for the completion of the Contract. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, plant, services, CONTRACTOR'S or ENGINEER'S field offices, layout surveys, job signs, sanitary requirements, testing, safety devices, approval and record drawings, water supplies, power, removal of waste, watchmen, bonds, insurance, and all other requirements of the Contract Documents. Compensation for all such services, things and materials shall be included in the prices stipulated for the lump sum and unit pay items listed herein.

1.02 Engineer's Estimate of Quantities

The ENGINEER's estimated quantities for unit bid prices, as listed in the Bid Form, are approximate only and are included solely for the purpose of comparison of Bids. The OWNER does not expressly or by implication agree that the nature of the materials encountered below the surface of the ground or the actual quantities of material encountered or required will correspond therewith and reserves the right to increase or decrease any quantity or to eliminate any quantity as OWNER may deem necessary.

1.03 Related Provisions Specified Elsewhere

- A. Payments to CONTRACTOR: Refer to General Conditions and Supplemental Conditions.
- B. Changes in Contract Price: General Conditions and Contract Forms.
- C. Schedule of Values: Section 01026.

1.04 Measurement of Quantities

- A. The measurement and determination of quantities for each pay item will be made in general as prescribed hereinafter and specifically as set out under Method of Measurement and Basis of Payment for each respective pay item section. Actual authorized quantities of work, complete and accepted under the contract, will be measured by the Engineer according to United States standard measures, and in accordance with well recognized engineering practices.
- B. A station when used as a definition or term of measurement will be 100 linear feet.

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- C. Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures having an area of nine square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered by the Engineer.
 - D. Where the area unit for measurement and payment is specified for erosion control items, the measurements will be taken on the slope of the ground to compute the actual surface area for payment.
 - E. Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
 - F. All items which are measured by the linear foot, such as pipe culverts, guardrail, underdrains, etc., will be measured as specified under the Method of Measurement for the item unless otherwise shown on the plans.
 - G. No payment will be made for unauthorized excavation. Excavation or embankment performed beyond the required neat lines or slope stakes will not be measured for payment unless within tolerances specified or otherwise provided.
 - H. In computing volumes of excavation and embankment, the average end area method will be used, unless otherwise specified.
 - I. When size number is used in the measurement of wire, it will mean the size number specified in AASHTO Designation: M 32.
 - J. The term ton will mean the short ton consisting of 2000 pounds avoirdupois. All materials which are specified for measurement by the ton shall be weighed by competent personnel on approved scales set at locations approved by the Engineer or in the case of prepackaged materials, the manufacturer's bag weight may be used. If material is shipped by rail, the car weight may be accepted provided it is the actual weight of material and not minimum car weight used for assessing freight tariff. However, car weights will not be acceptable for material to be used in mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such time as the Engineer directs, and each truck shall bear a plainly legible identification mark.
 - K. When a complete structure or structural unit, in effect "lump sum" work, is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.
 - L. Volumes of materials computed in cubic yards by the average end area method are designated as "Final Measure" (FM), or "Final Measure - Embankment" (FME). Volumes of materials designated for measurement loose in the vehicle are designated as "Loose Vehicle Measure" (LVM).

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- M. Volumetric measurement of excavation, embankment, granular materials or similar materials in cubic yards will be made by the methods designated on the plans or in the proposal. For justifiable reasons, such as impracticability of measurement of volumes (usually small) by the designated method, the Engineer may order measurement by another method as follows:
1. Volumes designated for payment by FM may be measured LVM and converted to contract measurement by multiplying the loose measure by 80 percent.
 2. Volumes designated for payment by LVM may be measured in its original position by the average end area method and multiply the FM measure by 125 percent.
 3. Volumes designated for payment by FME may be measured in its original position by the average end area method and multiply the FM measure by 90 percent.
 4. Small volumes of surplus, excess excavation or other small volumes of excavation which are impractical to measure by the average end area method but are designated to be measured by FME may be measured LVM and multiply the loose measure by 72 percent.

When the Engineer orders the use of a conversion factor for converting a unit of measure, the ordered method of measurement shall be deemed acceptable to all parties and shall be final.

- N. When requested by the Contractor and with written approval of the Engineer, material specified to be measured by the cubic yard or ton may be converted to the other measure as appropriate. Factors for this conversion will be determined by the Engineer and agreed to by the Contractor before such method of measurement is used.
- O. All materials measured by the cubic yard LVM shall be hauled in approved vehicles and verified at the point of delivery. Vehicles may be of any size or type acceptable to the Engineer provided the body is of such shape that the capacity may be readily and accurately determined to the whole cubic yard. Unless all vehicles on the work are of uniform capacity, each vehicle must be plainly labeled to indicate its measured capacity. All vehicles shall be legibly numbered for identification.
- P. The vehicles shall be loaded to ensure a water level load when they arrive at the point of delivery. Loads hauled in unapproved vehicles and loads of a quantity less than the measured quantity for the hauling vehicle, will be subject to rejection.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01026
SCHEDULE OF VALUES

PART 1 GENERAL

1.01 Requirements Included

The Schedule of Values is an itemized list that establishes the value or cost of each part of the work as defined in Section 01025, Part 1.04. All other work shall be paid according to the Prices Bid Table. It shall be used as the basis for preparing progress payments and may be used as a basis for negotiations concerning additional work or credits which may arise during the construction. Quantities and unit prices may be included in the schedule when approved by or required by the ENGINEER.

1.02 Preparation

- A. Schedule shall show breakdown of labor, materials equipment and other costs used in preparation of the Bid.
- B. Costs shall be in sufficient detail to indicate separate amounts for each Section of the Specifications.
- C. CONTRACTOR may include items for bond, insurance, temporary facilities and job mobilization within the mobilization bid item.
- D. Schedule of Values shall be prepared on 8-1/2 inch by 11 inch white paper.
- E. Use Table of Contents of the Specifications as basis for Schedule format and identify each item with number and title in the Table of Contents. List sub-items of major products or systems as appropriate or when requested by ENGINEER.
- F. When requested by ENGINEER, support values with data that will substantiate their correctness.
- G. The sum of the individual values shown on the Schedule of Values must equal the total Contract Price.
- H. The manner in which overhead and profit are shown shall be supported by the ENGINEER.
- I. Schedule shall show the purchase and delivery costs for materials and equipment that the CONTRACTOR anticipates he shall request payment for prior to their installation.

1.03 Submittal

Submit two copies of Schedule to ENGINEER for approval at least 20 days prior to submitting first application for a progress payment. After review by ENGINEER, revise and resubmit Schedule as required until it is approved.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01027

APPLICATIONS FOR PAYMENT

PART 1 GENERAL

1.01 Requirements Included

Submit Applications for Payment to the ENGINEER in accordance with the General Conditions and in the form required by the OWNER.

1.02 Format and Data Required

- A. Submit applications typed with itemized Schedule of Values data typed on 8-1/2 inch x 11 inch white continuation sheets.
- B. Provide detailed substantiating data on additional sheets, including paid invoices where applicable.

1.03 Preparation of Application for Progress Payments

- A. Application Form:
 - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
 - 2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
 - 3. Execute certification with signature of a responsible officer of the CONTRACTOR.
- B. Continuation Sheets:
 - 1. Fill in total list of all scheduled component items of work, with item number and scheduled dollar value for each item.
 - 2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored. Round off values to the nearest dollar or as specified for Schedule of Values.
 - 3. List each Change Order executed prior to date of submission by Change Order Number and description.
 - 4. To receive payment for materials stored on site, submit copies of the original paid invoices with the application for payment.

1.04 Substantiating Data for Progress Payments

- A. Provide substantiating data containing suitable information for review of costs requested with the applications for progress reports identifying:
 - 1. The payment item to which the substantiating data applies.
 - 2. Application number and date.
 - 3. Detailed list of enclosures.
 - 4. For stored materials:
 - a. Item number and identification as shown on application.

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- b. Description of specific material and invoice of delivered material.
 - c. Consolidated inventory of stored materials showing:
 - (1) Materials received.
 - (2) Materials used.
 - d. Additional stored materials may not be claimed upon reaching 75% completion of the total project.
 - e. Stored Materials shall be inventoried jointly prior to each pay request.
- B. Submit one copy of data for each copy of application for payment.
- C. The CONTRACTOR is to maintain an updated set of record drawings in accordance with Section 01720. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the updated record drawings for review by the OWNER and the ENGINEER.
- D. Construction photographs as required by Section 01380 will be submitted with each progress payment and shall be considered a part of that payment request.
- E. Updated construction schedule showing work completed and work projected by month to the completion of the project.

1.05 Preparation of Application for Final Payment

- A. Fill in application form as specified for progress payments.
- B. Use continuation sheet for presenting the final statement of accounting.

1.06 Submittal Procedure

- A. Submit applications for payment to the ENGINEER at the times stipulated in the General Conditions.
- B. Initially a pencil draft application shall be informally submitted to the ENGINEER who shall review the draft with the CONTRACTOR and make adjustments as appropriate. The CONTRACTOR shall then prepare a formal typed application using the informally approved amounts and submit three (3) complete sets to the ENGINEER.
- C. When the ENGINEER finds the application properly completed and correct, as informally approved, he will transmit it to the OWNER for payment with a copy to the CONTRACTOR.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01030

SPECIAL PROJECT PROCEDURES

PART 1 GENERAL

1.01 WORKMANSHIP, MATERIAL AND EQUIPMENT

- A. When a particular product is specified or called for, it is intended and shall be understood that the Contractor include those products in his bid. Should the Contractor desire to substitute products which he purports to be equal to those specified, the Contractor shall furnish information as described in Section 00700, General Conditions, The alternative products(s) submitted by the Contractor shall meet the requirements of the specifications and shall, in all respects, be equal to the products specified by name herein.
- B. All apparatus, mechanism, equipment, machinery, and manufactured articles for incorporation into the Work shall be new and unused and the standard products of recognized reputable manufacturers.

1.02 PROVISIONS FOR CONTROL OF EROSION AND POLLUTANTS

Sufficient precautions shall be taken during construction to minimize the runoff of polluting substances such as silt, clay, fuels, oils, bitumens, calcium chloride, or other materials harmful to humans, fish, or other life, into the ground and surface waters of the state. Contractor will give all notices and comply with all laws, notices, ordinances, rules and regulations applicable to the work, without exception.

1.03 ON-SITE STORAGE

The Contractor's attention is invited to special storage requirements and possible charges for noncompliance of on-site storage requirements for materials and equipment as specified in Section 01600.

1.04 INCLEMENT WEATHER

- A. In the event of inclement weather, or whenever Engineer shall direct, Contractor and Subcontractors will protect carefully the work and materials against damage or injury from the weathers, including sudden rises in flows due to storms outside the immediate construction zone. Damaged Work and materials shall be removed and replaced. If, in the opinion of Engineer, any portion of Work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or Subcontractors to so protect the Work, no additional time for removal and replacement will be given by the Owner.

1.05 WARRANTIES

- A. All work supplied under the Contract shall be warranted for a period of one (1) year or such longer period of time as may be prescribed by any special guarantee required by Change Orders or issued by Subcontractor, suppliers, or manufacturers, from the date of acceptance for operations (beneficial use) by the Owner as specified in Section 01740, Warranties and Bonds.
- B. The work shall be warranted to be free from defects in workmanship, design and materials. If any part of the work should fail during warranty period, it shall be replaced or restored to service at no expense to the Owner.

1.06 CONSTRUCTION CONDITIONS

The Contractor shall strictly adhere to the specific requirements of the governmental units(s) or agency(ices) having jurisdiction over the work. Wherever there is a difference in the requirements of a jurisdictional body and these Specifications, the more stringent shall apply.

1.07 PUBLIC NUISANCE

The Contractor shall not create a public nuisance, including, but not limited to, encroachment on adjacent lands, flooding of adjacent lands, or excessive noise.

1.08 SUSPENSION OF WORK DUE TO WEATHER

During inclement weather, all work which might be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the Engineer as to suspensions shall be final and binding. The authority of the Engineer to issue such an order shall not be interpreted as a requirement to do so. During suspension of the work from any cause, the work shall be suitably covered and protected so as to preserve it from injury by the weather. Notwithstanding this provision, it is understood and agreed that the General Conditions shall control.

1.09 RELOCATIONS

The Contractor shall be responsible for the relocation of structures, including, but not limited to, light poles, signs, sign poles, fences, mailboxes, piping, conduits and drains that interfere with the positioning of the work as set out on the Drawings. The cost of all such relocations shall be included in the bid.

1.10 SALVAGE

Any existing equipment or materials, including, but not limited to, valves, pipes, fittings, couplings, etc., which are removed or replaced as a result of construction under this project may be designated as salvage by the Engineer and, if so, shall be removed and delivered to the Owner at a location directed by the Engineer.

1.11 PERMITS

Upon notice of award, the Contractor shall immediately apply for all applicable permits not previously obtained by the Owner to do the work from the appropriate governmental agency or agencies. No work shall commence until all applicable permits have been obtained and copies delivered to the Engineer. The costs for obtaining all permits shall be borne by the Contractor.

1.12 HAZARDOUS LOCATION

- A. The existing wet wells, manholes, sewers, force mains, pipes, and other related areas are hazardous locations in that explosive concentrations of sewage gas may be present. The Contractor is cautioned that the above areas, especially the wet well, may be deficient in oxygen. Checks shall be made by the Contractor whenever personnel are working in these areas to insure that adequate ventilation has been provided.
- B. In his operations in hazardous locations, the Contractor shall use spark-proof tools and explosion-proof temporary lighting and shall not use electric power tools, open flame devices, electric welding or any device or methods which might conceivably cause ignition or explosion.
- C. If a working is atmosphere is unsafe, the Contractor shall furnish, install, operate, and later remove such temporary auxiliary ventilating facilities as are necessary to provide a safe atmosphere.
- D. The Contractor shall also instruct and caution his employees and the employees of his subcontractors to avoid smoking while in the hazardous areas. Suitable prominent "No Smoking" signs shall be placed at locations where sewage gas could be present.

1.13 NOTIFICATION OF WORK ON EXISTING FACILITIES

Before commencing work on any of the existing structures or equipment, the Contractor shall notify the Engineer, in writing, at least ten (10) calendar days in advance of the date he proposes to commence such work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01041

PROJECT COORDINATION

PART 1 GENERAL

1.01 Work Progress

The CONTRACTOR shall furnish personnel and equipment which will be efficient, appropriate, and large enough to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time stipulated in the contract. If at any time such personnel appear to the ENGINEER to be inefficient, inappropriate, or insufficient for performing the quality of work required or for producing the rate of progress aforesaid, he may order the CONTRACTOR to increase the efficiency, change the character or increase the personnel and equipment, and the CONTRACTOR shall conform to such order at his own expense. Failure of the ENGINEER to give such order shall in no way relieve the CONTRACTOR of his obligations to perform the work at the specified quality and rate of progress.

1.02 Private Land

The CONTRACTOR shall not enter or occupy private land outside of the OWNER'S land, right-of-ways, or servitudes except by written permission of both the OWNER and the Owner of the private land. Such permission shall be obtained by and at the expense of the CONTRACTOR and at no additional cost to the OWNER.

1.03 Work Locations

Work shall be located substantially as indicated on the Drawings, but the Engineer reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons.

1.04 Open Excavations

All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons and damage to property. The CONTRACTOR shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by the public, OWNER'S and ENGINEER'S personnel, and workmen.

1.05 Test Pits

Test pits for the purpose of locating underground utilities or structures which may interfere with installation of the Work shall be excavated in advance of the Work and backfilled by the CONTRACTOR. Test pits shall be backfilled immediately after their purpose has been satisfied and maintained in a manner satisfactory to the ENGINEER. The costs for such test pits shall be included in the cost of the work for which the test pits benefit.

1.06 Water for Construction Purposes

- A. In locations where public water supply is available, the CONTRACTOR shall purchase water for all construction purposes.
- B. The CONTRACTOR shall make his own arrangements and pay all costs for connections to public water systems and for water used. Existing OWNER supplies or connections shall not be used without prior approval by OWNER.

1.07 Maintenance of Flow

The CONTRACTOR shall maintain the flow of sewers, drains, and water courses interrupted during the progress of the Work, including complete pumped bypass systems where necessary. The CONTRACTOR shall immediately remove all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the ENGINEER well in advance of the interruption of any flow. All temporary works installed for flow maintenance shall be removed when the permanent work is finished and the areas cleaned and restored to good condition.

1.08 Protection of Construction and Equipment

- A. All newly constructed work shall be carefully protected from injury in any way. No wheeling or walking or placing of heavy loads on it shall be allowed. All portions of the work injured shall be reconstructed by the CONTRACTOR at his own expense.
- B. All structures shall be protected in a suitable manner. Should any parts of the structures become heaved, cracked or otherwise damaged, all such damaged portions of the work shall be completely repaired and made good by the CONTRACTOR at his own expense and to the satisfaction of the ENGINEER. If, in the final inspection of the work, any defects, faults or omissions are found, the CONTRACTOR shall cause the same to be repaired or removed and replaced by proper materials and workmanship without extra compensation for the materials and labor required. Further, the CONTRACTOR shall be fully responsible for the satisfactory maintenance and repair of the construction and other work undertaken herein for at least the guarantee period described in the contract.
- C. The CONTRACTOR shall take all necessary precautions to prevent damage to any structure due to water pressure (groundwater or surface water) during and after construction and until such structure is accepted and taken over by the OWNER.
- D. The CONTRACTOR is responsible for security of the site. Security of all equipment, material, tools, machinery, supplies, structures, buildings, vehicles and offices is the responsibility of the CONTRACTOR. Measures to affect job site security and limit unauthorized access, including temporary fencing, security guards, and other measures are the responsibility of the CONTRACTOR at his expense.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01041.1

UTILITIES COORDINATION

PART 1 GENERAL

1.01 UTILITIES

Utilities for the purpose of these specifications shall be considered as including, but not limited to: pipelines, conduits, cables, transmission lines and appurtenances of Public Utilities and those of Special Utility Districts, Cities or Towns, businesses or individuals solely for their own use or for use of their tenants; and storm drains, sanitary sewers, street lighting, traffic signal and fire alarm systems.

1.02 UNDERGROUND INSTALLATIONS

Existing underground pipelines and utilities are indicated on the Drawings only to the extent such information was made available to or discovered by Engineer in preparing drawings. There is no guarantee as to the accuracy or completeness of such information, and all responsibility for the accuracy and completeness thereof is expressly disclaimed by the Owner and the Engineer.

1.03 UTILITIES LOCATED IN CITY RIGHT-OF-WAY

Unless otherwise provided or excepted herein, the removal, adjusting, relocation, or replacement of utility structures or facilities within City right-of-way which may be necessary for construction of the work in accordance with these Contract Documents, shall be at the expense of the Contractor.

It shall be the Contractor's responsibility to protect and maintain those utilities which, in the opinion of the Engineer, do not need to be disturbed in order to accomplish the work required by the contract.

1.04 RELOCATIONS OF EXISTING GAS LINES, TELEPHONE LINES, ELECTRIC LINES, CABLE TV LINES AND WATER LINES

The Contractor shall notify the proper authority of the utility involved when relocation of these lines is required. The Contractor shall coordinate all work by the utility so that the progress of construction will not be hampered.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

The Contractor, when the Notice to Proceed is received, shall notify the owners of utilities affected by the work, the approximate date upon which he will begin work, and shall submit a progress schedule of the proposed work. This shall be deemed sufficient notice if the project progresses

according to the progress schedule submitted with the notification. If changes in the schedule of the work occur, the Contractor shall appraise both the owner of the utility affected and the Engineer so that adjustments in the work schedule of utility can be made. The Contractor shall be responsible for damages to the utility facility and construction delays resulting from failure to notify the utility and the Engineer of changes in procedure or location.

3.02 PROTECTION OF EXISTING UTILITIES

- A. The attention of the Contractor is drawn to the fact that during excavation, the possibility exists of the Contractor encountering various water, gas, telephone, electrical, or other utility lines not shown on the Drawings. The Contractor shall exercise extreme care before and during excavation to locate and flag these lines so as to avoid damage to the existing lines. Should damage occur to an existing line, the Contractor shall repair the line at no cost to the Owner.
- B. The Contractor shall assume full responsibility for the protection of all utilities, public and private, including poles, services to buildings, gas pipes, water pipes, hydrants, sewers, drains, and electric and telephone cables, whether or not they are shown on the Drawings. The Contractor shall carefully support and protect all such utilities from injury of any kind. Any damage resulting from the Contractor's operation shall be repaired by him at his expense.

The protection and preservation of utility facilities which are located within the right-of-way, but outside the normal limits of construction, as determined by the Engineer, shall be the responsibility of the Contractor. The Contractor shall be responsible for all damage to utilities which are due to his negligence.

- C. The Contractor shall bear full responsibility for obtaining locations of all underground structures and utilities (including existing water services, drain lines, and sewer). Services to buildings shall be maintained, and all costs or charges resulting from damage thereto shall be paid by the Contractor.
- D. If, in the opinion of the Engineer, permanent relocation of a utility owned by the City is required, he may direct the Contractor, in writing, to perform the work. Work so ordered will be paid for at the Contract unit prices, if applicable, or as extra work under Article 10 of the General Conditions. If relocation of a privately owned utility is required, the Contractor will notify the Utility to perform the work as expeditiously as possible. The Contractor shall fully cooperate with the County and Utility and shall have no claim for delay due to such relocation.
- E. The Contractor shall notify public and private utility companies in writing at least two, but not more than five full days (excluding Saturdays, Sundays, and legal holidays) before excavating near their utilities.

3.03 UTILITIES TO BE ADJUSTED

The owners of utility facilities which require relocation, removal, adjustment or replacement shall, if possible and feasible, perform this work prior to the commencement of the Contractor's work. Where

utility work must be done in conjunction with the Contractor's work on the project or in conjunction with the work of other utilities, arrangements for when, how and where the operation is to proceed shall be worked out among the parties concerned. If disputes arise, the Engineer shall decide the course of action to be taken.

3.04 UTILITIES CONFLICTING WITH OPERATIONS

Those utility facilities which do not conflict with the improvement, but which are obstructions to the operations required for installation or which are obstructions to the operations required for installation of which present unusual difficulty due to their close proximity to the area of the operations, shall be located with certainty by the owners of the utility prior to the arrival of the Contractor's operation which would be hindered by the utility facility. The Contractor is required to preserve the utility facility in place without damage and shall be responsible for damages sustained, if the utility owner has located the facility by exposing it to the view of the Contractor or has otherwise made the Contractor aware, with certainty, of the location of the facility. Any other arrangements that the Contractor may make with a utility owner as a substitute for the requirements of this Section shall require the approval of the Engineer, in writing.

3.05 MISLOCATED UTILITIES

The owner of a utility shall be wholly responsible for the proper location of his facilities which are affected by construction work performed according to these specifications. Improperly located or mislocated facilities which are damaged during construction shall be the responsibility of the utility, providing proper notification has been given.

*** * END OF SECTION * ***

SECTION 01045
CUTTING AND PATCHING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor shall be responsible for all cutting, fitting and patching, including attendant excavation and backfill, required to complete the Work to include:

- A. Make its several parts fit together properly.
- B. Uncover portions of the Work to provide for installation of ill-timed work.
- C. Remove and replace defective work.
- D. Remove and replace work not conforming to requirements of the Contract Documents
- E. Remove samples of installed work as specified for testing.

1.02 SUBMITTALS

- A. Submit a written request to the Engineer well in advance of executing any cutting or alteration which affects:
 - 1. Work of the Owner or any separate contractor.
 - 2. Structural value or integrity of any element of the Project or work.
 - 3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
 - 4. Efficiency, operational life, maintenance or safety of operational elements.
 - 5. Visual qualities of sight-exposed elements.
- B. Request shall include:
 - 1. Identification of the work.
 - 2. Description of affected work.
 - 3. The necessity for cutting, alteration or excavation.
 - 4. Effect on work of Owner or any separate Contractor, or on structural or weatherproof integrity of work.

-
5. Description of proposed work:
 - a. Scope of cutting, patching, alteration, or excavation.
 - b. Trades who will execute the work.
 - c. Products proposed to be used.
 - d. Extent of refinishing to be done.
 6. Alternatives to cutting and patching.
 7. Cost proposal, when applicable.
- C. Submit written notice to the Engineer designating the date and the time the work will be uncovered.

PART 2 PRODUCTS

2.01 MATERIALS

Comply with specifications and standards for each specific product involved.

PART 3 EXECUTION

3.01 INSPECTION

- A. Inspect existing conditions of Project, including elements subject to damage or to movement during cutting and patching.
- B. After uncovering work, inspect conditions affecting installation of products or performance or work.
- C. Report unsatisfactory or questionable conditions to the Engineer in writing; do not proceed with work until the Engineer has provided further instructions.

3.02 PREPARATION

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of Work.
- B. Provide devices and methods to protect other portions of Project from damage.
- C. Provide protection from elements for the portion of the Project which may be exposed by cutting and patching work, and maintain excavations free from water.

3.03 PERFORMANCE

- A. Execute cutting and demolition by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs.
- B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.
- C. Employ original installer or fabricator to perform cutting and patching for:
 - 1. Weather-exposed or moisture-resistant elements.
 - 2. Sight-exposed finished surfaces.
- D. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
- E. Restore work which has been cut or removed; install new products to provide completed work in accord with requirements of Contract Documents.
- F. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
 - 1. For continuous surfaces, refinish to nearest intersection.
 - 2. For an assembly, refinish entire unit.

*** * END OF SECTION * ***

SECTION 01050

FIELD ENGINEERING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall provide and pay for field engineering services for:
 - 1. Survey work required in execution of work.
 - 2. Civil, structural, or other professional engineering services specified or required to execute the Contractor's construction method.
- B. The method of field staking for the construction of the work shall be at the option of the Contractor. The Owner shall provide the engineering surveys to establish reference points which in his judgment are necessary to enable the Contractor to proceed with his work.
- C. The accuracy of any method of staking shall be responsibility of the Contractor. All engineering for vertical and horizontal control shall be the responsibility of the Contractor.
- D. The Contractor shall be held responsible for the preservation of all stakes and marks. If any stakes or marks are carelessly or willfully disturbed by the Contractor, the Contractor shall not proceed with any work until he has reestablished such points, marks, lines and elevations as may be necessary for the prosecution of the work.
- E. The Contractor shall retain the services of a competent surveyor, registered in the State of Mississippi, to layout the work and maintain a survey during construction. The Contractor shall be solely responsible for proper location of the work.

1.02 SURVEY REFERENCE POINTS

Locate and protect control points prior to starting site work, and preserve all permanent reference points during construction.

- 1. Make no changes or relocations without prior written notice to the Engineer.
- 2. Report to the Engineer when any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.

1.03 PROJECT SURVEY REQUIREMENTS

- A. Establish temporary bench marks as needed, referenced to data established by survey control points. Record locations, with horizontal and vertical data, on Record Drawings.

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- B. Establish lines and levels, and locate and lay out, by instrumentation and similar appropriate means:
 - 1. Site improvements, including utility slopes and invert elevations.
 - 2. Batter boards for structures.
 - C. From time to time, verify layouts by same methods.
 - D. Establish all lines and grades prior to construction of site improvements.

1.04 RECORDS

- A. Maintain a complete, accurate log of all control and survey work as it progresses.
- B. At Contract closeout, submit a survey of installation of water mains, fire hydrants, and valves at the same scale as the Engineer's drawings indicating elevations and channel stationing at 100 foot increments.

1.05 SUBMITTALS

- A. On request of the Engineer, submit documentation to verify accuracy of field engineering work.
- B. Submit Drawings showing locations of all pipes and structures constructed. This Drawing shall be included with the Record Drawings.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01060

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Abbreviations and acronyms used in Contract Documents to identify reference standards are as indicated herein.

1.02 QUALITY ASSURANCE

- A. Applications: When a standard is specified by references, comply with requirements and recommendations stated in the standard, except when requirements are modified by the Contract Documents, or applicable codes establish stricter standards.
- B. Publications Date: The publication in effect on the date of issue of Contract Documents, except when a specific publication date is specified.

1.03 ABBREVIATIONS, NAMES, AND ADDRESSES OF ORGANIZATIONS

The following standards may be referenced in the Contract Documents. The contractor shall obtain copies of reference standards directly from the publication source when needed for proper performance of Work or when required for submittal by Contract Documents.

AAN	American Association for Nurserymen 1250 I Street N.W., Suite 500 Washington, DC 20005 (202) 789-2900
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, N.W., Suite 225 Washington, DC 20001 (202) 624-5800
ACI	American Concrete Institute Post Office Box 19150 22400 W. Steven Mile Road Detroit, MI 48219 (313) 532-2600
ACPA	American Concrete Pipe Association 8320 Old Courthouse Road, Suite 201 Vienna, VA 22180 (703) 821-1990
AI	Asphalt Institute

	Asphalt Institute Building College Park, MD 20740-1802
AISC	American Institute of Steel Construction 400 North Michigan Avenue Chicago, IL 60611 (312) 670-2400
AISI	American Iron and Steel Institute 1133 15th Street N.W., Suite 300 Washington, DC 20005 (202) 452-7100
ANSI	American National Standard Institute 1430 Broadway New York, NY 10018 (212) 354-3300
ASCE	American Society of Civil Engineers 345 East 47th Street New York, NY 10017 1-800-548-ASCE 345 East 47th Street New York, NY 10017 (212) 705-7722
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103 (215) 299-5400
AWPA	American Wood Preserver's Association Post Office Box 849 Stevensville, MD 21666 (301) 643-4163
AWS	American Welding Society Post Office Box 351040 550 LeJeune Road, N.W. Miami, FL 33126 1-800-443-9353
AWWA	American Water Works Association 6666 W. Quincy Avenue Denver, CO 80235 (303) 794-7711
CLFMI	Chain Link Fence Manufacturers Institute

	1776 Mass Avenue N.W., Suite 500 Washington, DC 20036 (202) 659-3537
CRSI	Concrete Reinforcing Steel Institute 933 N. Plum Grove Road Schaumburg, IL 60173 (312) 517-1200
DIPRA	Ductile Iron Pipe Research Association 245 Rivercase Parkway E., Suite 100 Birmingham, AL 35244 (205) 988-9870
FS	Federal Specification General Services Administration Specifications and Consumer Information & Distribution Section (WFSIS) 7 and D Street S.W., Room 654 Washington, DC 20407 (202) 472-2140
IEEE	Institute of Electrical and Electronic Engineers Service Center 345 E. 47th Street New York, NY 10017 (212) 705-7900
MDOT	Mississippi Department of Transportation P. O. Box 1850 Jackson, Ms 39215-1850 (601) 359-1213
MIL	Department of the Navy Navel Publications and Forms Center 5801 Torbor Avenue Philadelphia, PA 19120-5099 (215) 697-2667
NEC	National Electric Code National Fire Protection Association Batterymarch Park Quincy, MA 02269 (617) 770-3000
NEMA	National Electrical Manufacturer's Association 2101 L Street, NW, Suite 300 Washington, DC 20037 (202) 457-8400
NSPE	National Society of Professional Engineers

	1420 King Street Alexandria, VA 22314 (703) 684-2835
OSCI	Office of Standards Code and Information National Bureau of Standards Gaithersburg, MD 20899 (301) 975-4029
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077 (312) 966-6200
PCI	Prestressed Concrete Institute 175 W. Jackson Blvd., Suite 1859 Chicago, IL 60604 (312) 786-0300
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association Post Office Box 70 Merrifield, VA 22116 (703) 790-9890
SSPC	Steel Structures Painting Council 4400 5th Avenue Pittsburgh, PA 15213 (412) 268-3327
UL	Underwriter's Laboratories, Inc. 333 Pfingsten Road Northbrook, IL 60062 (312) 272-8800

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01200
PROJECT MEETINGS

PART 1 GENERAL

1.01 Requirements Included

- A. The ENGINEER shall schedule and administer a preconstruction meeting, construction progress meetings, and specially called meetings throughout the progress of the work. The ENGINEER will:
 - 1. Prepare agenda for meetings.
 - 2. Make physical arrangements for meetings.
 - 3. Preside at meetings.
 - 4. Record the minutes; include significant proceedings and decisions.
 - 5. Reproduce and distribute copies of minutes.
- B. The CONTRACTOR and representatives of, where appropriate, subcontractors and suppliers shall attend meetings. The representative shall be qualified and authorized to act on behalf of the entity each represents.
- C. The CONTRACTOR shall attend and identify at the meetings the actual status of the Contract Work and, when the Work is not being performed consistently with the Contract Documents and construction schedules, shall identify at the meetings the steps he is taking to resolve the inconsistency.

1.02 Pre-construction Meeting

- A. The CONTRACTOR shall participate in a preconstruction meeting to be held after the effective date of the Agreement and prior to the date of Notice to Proceed.
- B. The following are expected to be in attendance:
 - 1. OWNER'S Representative and other staff as appropriate.
 - 2. ENGINEER and his professional consultants as appropriate.
 - 3. ENGINEER's Resident Project Representative.
 - 4. CONTRACTOR's Representative and Construction Superintendent.
 - 5. Subcontractors as appropriate.
 - 6. Utility representatives as appropriate.
 - 7. Others as appropriate.
- C. The following matters are expected to be addressed:
 - 1. Distribution and discussion of:
 - a. List of major subcontractors.
 - b. Project construction schedules.
 - 2. Critical work sequencing.
 - 3. Project Coordination.
 - 4. Designation of responsible personnel.

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5. Procedures and processing of:
 - a. Field decisions.
 - b. Proposal requests.
 - c. Submittals.
 - d. Change Orders.
 - e. Applications for Payment.
 6. Distribution of Contract Documents.
 7. Procedures for maintaining Record Documents.
 8. Use of premises:
 - a. Office, work and storage areas.
 - b. OWNER'S requirements.
 9. Construction facilities, controls and construction aids.
 10. Temporary utilities.
 11. Housekeeping procedures.
 12. Insurance certifications.
 13. Liquidated damages for delay.
 14. Weekly job meetings.
 15. Laboratory testing of material requirements.

1.03 Construction Progress Meetings

- A. Construction progress meetings will be held monthly with the first meeting 30 days or less after the date of Notice to Proceed.
- B. Special construction progress meetings will be held as required by progress of the Work.
- C. The following are expected to be in attendance:
 1. OWNER Representative and other staff as appropriate.
 2. The ENGINEER and his professional consultants as appropriate.
 3. CONTRACTOR's Representative and/or construction Superintendent.
 4. Subcontractors as appropriate.
 5. Suppliers as appropriate.
 6. Others as appropriate.
- D. The following matters are expected to be addressed:
 1. Review and approve minutes of previous meeting.
 2. Review of work progress.
 3. Field observations, problems, conflicts.
 4. Problems which impede Construction Schedule.
 5. Review of off-site fabrication, delivery schedules.
 6. Corrective measures and procedures to regain Construction Schedule.
 7. Revisions to Construction Schedule.
 8. Progress and schedule during succeeding work period.
 9. Payment applications and processing.
 10. Submittals.
 11. Maintenance of quality standards.
 12. Changes, substitutions, and Change Orders.

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- 13. Review proposed changes for:
 - a. Effect on Construction Schedule and completion date.
 - b. Effect on other contracts of the Project.
 - 14. Other matters as appropriate.
 - 15. Record drawings.
- E. The CONTRACTOR shall be prepared to discuss the above topics and to make commitments for resolving deficiencies.
- F. The CONTRACTOR shall provide a current submittal log at each progress meeting in accordance with Section 01340.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01310
CONSTRUCTION SCHEDULES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Contractor shall comply with the General Conditions.
- B. Submit revised progress schedules periodically.

1.02 FORM OF SCHEDULES

- A. Prepare schedules in the form of a horizontal bar chart.
 - 1. Provide separate horizontal bar for each trade or operation.
 - 2. Horizontal time scale; identify the first work day of each week.
 - 3. Scale and spacing: To allow for notations and future revisions.
 - 4. Minimum sheet size: 8-1/2 inches by 11 inches.
- B. Format of listings: The table of contents of the Contract Documents.
- C. Identification of listings: Items of work.

1.03 CONTENT OF SCHEDULE:

- A. Construction Progress Schedule:
 - 1. Show the complete sequence of construction by activity.
 - 2. Show the dates for the beginning, and completion of each major element of construction.
 - 3. Show projected percentage of completion for each item, as of the first day of each month.
 - 4. Show an anticipated monthly payment schedule.
- B. Submittal Schedule for Shop Drawings, Product Data and Samples. Show:
 - 1. The dates for Contractor's submittal.
 - 2. The dates approved submittal will be required from the Engineer.

1.04 PROGRESS REVISIONS

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule:
 - 1. Major changes in scope.
 - 2. Activities modified since previous submission.
 - 3. Revised projections of progress and completion.
 - 4. Other identifiable changes.
- C. Provide a narrative report as needed to define:
 - 1. Problem areas, anticipated delays, and the impact on the schedule.
 - 2. Corrective action recommended, and its effect.

1.05 SUBMISSIONS

- A. Submit initial schedules in accordance with the General Conditions.
 - 1. Engineer will review schedules and return review copy within ten (10) days after receipt.
 - 2. If required, Contractor shall resubmit within seven (7) days after return of review copy.
- B. Submit revised progress schedules with each Application for Payment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01340

SHOP DRAWINGS, PROJECT DATA, AND SAMPLES

PART 1 GENERAL

1.01 Requirements Included:

- A. The Contractor shall submit to the Engineer for review and exception, if any, such working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this article called data), and material samples (hereinafter in this article called samples) as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. Within fifteen (15) calendar days after the Effective Date of the Agreement, the Contractor shall submit to the Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way relieve the Contractor from submitting complete shop drawings, data, and samples in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.
- C. The Contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting. This log should include the following items:
 - 1. Submittal Description and Number assigned.
 - 2. Date to Engineer.
 - 3. Date returned to Contractor (from Engineer).
 - 4. Status of Submittal (No exceptions taken, returned for confirmation or resubmittal, rejected).
 - 5. Date of Resubmittal and Return (as applicable).
 - 6. Date material released (for fabrication).
 - 7. Projected date of fabrication.
 - 8. Projected date of delivery to site.
 - 9. Status of O&M manuals submittal.

1.02 Contractor's Responsibility

- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the Drawings and data shall bear Contractor's stamp showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp or evidence that the Contractor has not performed the required review will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents.
- B. Determine and verify:
 - 1. Field measurements.
 - 2. Field construction criteria.
 - 3. Catalog numbers and similar data.
 - 4. Conformance with Specifications and indicate all variances from the Specifications.
- C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him by the Engineer with no exceptions taken.
- E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than twenty-one (21) calendar days for checking and appropriate action from the time the Engineer receives them.
- F. The Contractor shall submit five (5) copies of shop drawings and descriptive or product data submittal to complement shop drawings to the Engineer which will be retained for his use.
- G. The Contractor shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.
- H. The Contractor shall utilize a Sequential Numbering System for submittals (1-999). Resubmittals or confirming material shall be assigned a letter next to the submittal number, i.e. A= second submittal, B= third submittal, etc.
- I. Submittals shall include a certified statement of compliance to the requirements detailed in the specifications in addition to other submittal requirements. This certification shall be prepared by the manufacturer and not the local supplier. Validity of the authority and position of the person signing the certification shall be verified by a Notary Public. The statement of compliance shall address each point of conformance contained in the governing

specifications with definite comments of either compliance or non-compliance. Statements of non-compliance with points of conformance shall be accompanied by a statement of justification as to the reason for non-conformance and why the non-complying feature is considered to be either equal to or better than the specified feature. The Engineer will use the certified statement of compliance in his evaluation of the submittal rendering a judgment as to equality to the specified product and issuing a statement as to whether the product is acceptable for or rejected from incorporation into the work.

- J. When a manufacturer named in the controlling specification is chosen to supply a product and the details of manufacture, size, and installation are shown on this standard catalog cut sheets, the manufacturer may submit the certified statement of compliance as detailed above along with installation details specific to the work such as laying schedules, etc. as required, deleting the standardized catalog data.

1.03 Engineer's Review of Shop Drawings

- A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation.
- B. The review of drawings and schedules will be general, and shall not be construed:
1. as permitting any departure from the Contract requirements;
 2. as relieving the Contractor of responsibility for any errors, including details, dimensions, omissions and materials;
- C. If the drawings or schedules as submitted describe variations per subparagraph (1.04.D), and show a departure from the Contract requirements which Engineer finds to be in the best interest of the Owner and to be so minor as not to involve a change in Contract Price or Time, The Engineer may return the reviewed Drawings without noting any exception.
- D. After the ENGINEER completes his review, the Shop Drawings will be marked with one of the following notations:
1. No Exceptions Taken.
 2. Make Corrections Noted.
 3. Revise and Resubmit.
 4. Rejected.
 5. Submit Specified Item.
- E. If a submittal is acceptable, it will be marked "No Exception Taken" or "Make Corrections Noted". Three copies of the submittal will be returned to the CONTRACTOR.
- F. Upon return of a submittal marked "No Exception Taken" or "Make Corrections Noted", the CONTRACTOR may order, ship or fabricate the materials included on the submittal, provided it is in accordance with the corrections indicated.
- G. If a Shop Drawing action is "Make Corrections Noted" but has extensive corrections or

corrections affecting other drawings or Work, the ENGINEER may require that the CONTRACTOR make the corrections indicated thereon and resubmit the Shop Drawings for record purposes. In this case, the submittal will be marked "Make Corrections Noted-Resubmit".

- H. If a submittal is unacceptable, two copies will be returned to the CONTRACTOR with one of the following notations:
 - 1. "Revise and Resubmit"
 - 2. "Rejected"
- I. Upon return of a submittal marked "Revise and Resubmit", the CONTRACTOR shall make the corrections indicated and repeat the initial approval procedure. The "Rejected" notation is used to indicate material or equipment that is not acceptable. Upon return of a submittal so marked, the CONTRACTOR shall repeat the initial approval procedure utilizing acceptable material or equipment.
- J. Submittals lacking adequate details or information to allow the ENGINEER to determine whether or not the submittal meets the intent of the Contract specifications shall be marked "Submit Specified Item" and returned without further comment.
- K. Shop Drawings or other submittals not bearing the ENGINEER'S "No Exception Taken" or "Make Corrections Noted" notations shall not be issued to Subcontractors nor utilized for construction purposes. No Work shall be performed or equipment installed without a drawing or submittal bearing one of these notations.
- L. In the event the CONTRACTOR obtains the ENGINEER'S approval for the use of equipment other than that which is shown or specified, the CONTRACTOR shall, at his own expense and using methods approved by the ENGINEER, make all changes to the Work, including structures, piping, electrical, equipment and controls, that may be necessary to accommodate this equipment.
- M. Resubmittals will be handled in the same manner as first submittals. The Contractor shall direct specific attention to revisions other than the corrections requested by the Engineer on previous submissions by written details or markings on the resubmitted Shop Drawings. The Contractor shall make any corrections required by the Engineer.
- N. If the Contractor considers any correction indicated on the Drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.
- O. The Engineer will review a submittal/resubmittal a maximum of three times after which cost of review will be borne by the Contractor. The cost of engineering shall be equal to the Engineer's charges to the Owner under the terms of the Engineer's agreement with the Owner.
- P. When the Shop Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further

changes therein except upon written instructions or approval from the Engineer.

Q. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor, and will be considered "NOT APPROVED" until resubmitted.

1.13 SHOP DRAWINGS

- A. Shop drawings shall be complete and detailed.
- B. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.
- C. Each shop drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:
 - 1. Number and title of the drawing.
 - 2. Date of drawing or revision.
 - 3. Name of project building or facility.
 - 4. Name of contractor and subcontractor submitting drawing.
 - 5. Clear identification of contents and location of the work.
 - 6. Specification number and title.
- D. If Drawings show variations from Contract requirements because of standard Shop practice or other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such Drawings have been reviewed.
- E. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material as required. Materials and equipment lists shall give for each item thereon the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish, and all other pertinent data.
- F. The Contractor shall provide a list including the equipment name, address, and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained for all mechanical and electrical equipment furnished.

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- G. All manufacturers or equipment suppliers who proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required Shop Drawings. The installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.
 - H. Only the Engineer will utilize the color red in marking Shop Drawing submittals.
 - I. Before final payment is made, the Contractor shall furnish to Engineer five (5) sets of record shop drawings all clearly revised, complete and up to date showing the permanent construction as actually made for all reinforcing and structural steel, miscellaneous metals, process and mechanical equipment, yard piping, electrical system and instrumentation system.

1.13 Working Drawings

- A. Working drawings shall be considered to mean the Contractor's plans for temporary structures.
- B. Copies of working drawings as noted in subparagraph 1.02, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the Engineer) in advance of their being required for work.
- C. The Engineer will not review working drawings but shall use them as information to monitor the work performed by the Contractor.

1.14 Samples

- A. The Contractor shall furnish for the review of the Engineer samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed and the Contractor shall prepay all shipping charges. Materials or equipment for which samples are required shall not be used in work until reviewed by the Engineer.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
 - 2. Name of Contractor and Subcontractor
 - 3. Material or Equipment represented
 - 4. Place of Origin
 - 5. Name of Producer and Brand (if any).

6. Location in Project

(Samples of finished materials shall have additional marking that will identify them under the finished schedules.)

- C. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in subparagraph 1.06B above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer under separate cover and the remaining copy shall be for the Contractor's records. Review of a sample shall be only for the characteristics or use named and shall not be construed to change or modify any Contract requirements.
- D. Reviewed samples not destroyed in testing shall be sent to the Engineer or stored at the site of the work. Reviewed samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the reviewed samples. Samples which failed testing or were rejected will be returned to the Contractor at his expense, if so requested at time of submission.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01410

TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor will employ and pay for the services of an Independent Testing Laboratory to perform testing specifically indicated on the Contract Documents or specified in the Specifications and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.

- A. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the Work of the Contract.

1.02 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

Laboratory is not authorized to:

- A. Release, revoke, alter or enlarge on requirements of Contract Documents.
- B. Approve or accept any portion of the Work.
- C. Perform any duties of the Contractor.

1.03 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel; provide access to Work, to Manufacturer's operations.
- B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other materials mixes which require control by the testing laboratory.
- D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacture or fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The Owner may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.
- E. Furnish incidental labor and facilities:
 - 1. To provide access to Work to be tested.

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2. To obtain and handle samples at the Project site or at the source of the product to be tested.
 3. To facilitate inspections and tests.
 4. For storage and curing of test samples.
- F. Notify laboratory at least 24 hours in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
- G. Employ and pay for the services of the same or a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing required for the Contractor's convenience and as approved by the Owner.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Material and equipment incorporated into the Work shall:

- A. Conform to applicable specifications and standards.
- B. Comply with size, make, type, and quality specified to the greatest extent possible, detailing all aspects and providing explicit reasons for parameters not in compliance and specifically approved in writing by the Engineer.
- C. Manufactured and Fabricated Products:
 - 1. Design, fabricate, and assemble in accord with the best engineering and standard shop practices.
 - 2. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - 3. Two or more items of the same kind shall be produced, by the same manufacturer.
 - 4. Products shall be suitable for service conditions.
 - 5. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
- D. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 APPROVAL OF MATERIALS

- A. Only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by the Contractor shall be subject to the inspection and approval of the Engineer. No material shall be delivered to the Work without prior approval of the Engineer.
- B. The Contractor shall submit to the Engineer, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable the Engineer to identify the particular product along with references to the applicable section(s) of the specifications to form an opinion as to its conformity to the specifications. The data shall comply with Paragraph 1.06 of this Section.
- C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by the Contractor. If the Engineer requires, the Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the

specifications. Such samples shall be furnished, stored, packed, and shipped as directed at the Contractor's expense. Except as otherwise noted, the Contractor will make arrangements for and pay for the tests. Where such tests confirm compliance with the specifications, the Owner will reimburse the actual charges of the testing firm paid by the Contractor.

- D. Contractor shall submit data and samples sufficiently early to permit consideration, approval, manufacture, and delivery of materials before they are necessary for incorporation in the work. Any delay of approval resulting from the Contractor's failure to submit samples or data promptly shall not be used as a basis of claim against the Owner or the Engineer.
- E. The materials and equipment used in the Work shall correspond to the approved samples or other data.

1.03 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

- A. When Contract Documents require that installation of the Work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including five copies to the Engineer. One complete set of the installation instructions shall be available for use on the job site during and through completion of the Work.
- B. Handle, install, connect, clean, condition and adjust products as required by the manufacturer's instructions and in conformity with specified requirements.
 - 1. Should the specified requirements conflict with the manufacturer's instructions, the manufacturer's instructions shall have priority unless changes are authorized in writing by the manufacturer.
 - 2. Should job conditions conflict with the manufacturer's instructions, consult with the manufacturer for clarification.
 - 3. Clarifications of installation instructions shall be issued only by the manufacturer, shall be in writing, and shall be distributed to all parties involved in the installation as stated above and prior to alteration of the installation procedures.
 - 4. Do not proceed with the Work without clear instructions concerning the specific installation procedures.
- C. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by the manufacturer.

1.04 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of Products as required by the currently approved construction schedule coordinating each delivery to avoid conflict with other work and conditions at the site.
 - 1. Deliver Products in a undamaged condition, in the manufacturer's original containers or packaging and with identifying labels intact and legible.
 - 2. Prior to accepting delivery, inspect shipments to assure compliance with approved submittal, and that the Products have been properly protected and are undamaged.
- B. Provide equipment and personnel to handle Products preventing soiling or damage to the Products or their protective packaging.

1.05 STORAGE AND PROTECTION

- A. Store Products in accord with manufacturer's instruction, with seals and labels intact and legible.
 - 1. Store products subject to damage by the elements in weathertight enclosures.
 - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
 - 3. Store fabricated products above the ground, on blocking or skids, prevent spoiling, staining or corrosion. Cover products which are subject to deterioration with impervious sheet coverings and provide adequate ventilation to avoid condensation.
 - 4. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- B. All materials and equipment to be incorporated in the Work shall be handled and stored in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and other injury, theft or damage.
- C. Cement and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. All miscellaneous steel, structural steel and reinforcing steel shall be stored off the ground, kept free of accumulations of dirt and grease, and in areas free of standing water to minimize rusting. Precast concrete sections shall be handled and stored in a manner to prevent staining, chipping or cracking. Brick, block and similar masonry products shall be handled and stored in a manner to reduce staining, breaking, chipping, cracking, and spalling.
- D. All materials which, in the opinion of the Engineer, have become so damaged as to be unfit for the use intended, including aesthetics, shall be promptly removed from the site of the work.
- E. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections and exercise or rotate moving parts of stored products as required by the

manufacturer to assure that products are maintained under specified conditions and free from damage or deterioration.

- F. Provide substantial coverings as necessary to protect installed products from damage caused by traffic and subsequent construction operations. Remove the protective covering when no longer needed.
- G. The Contractor shall be responsible for all material, equipment, and supplies sold and delivered to the Owner under this Contract until final inspection of the Work and acceptance thereof by the Owner. In the event any such material, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final inspection and acceptance they shall be replaced by the Contractor.
- H. Should the Contractor fail to take proper action to properly store and handle equipment supplied under this Contract, the Owner retains the right to notify the Contractor in writing of the deficiencies, to correct all deficiencies and deduct the cost associated with these corrections from the contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administration, clerical, engineering and any other costs associated with making the necessary corrections.

1.06 SUBSTITUTIONS AND PRODUCT OPTIONS

A. Products List:

Within fifteen (15) days after the Notice to Proceed, submit to the Engineer complete list of major products proposed to be used, with the name of the manufacturer and the installing subcontractor.

B. Contractor's Options:

- 1. For Products specified only by reference standard, select any product meeting that standard.
- 2. For Products specified by naming one or more Products or manufacturers and "or equal", Contractor must submit a request as for substitutions for any Product or manufacturer not specifically named.

C. Substitutions:

- 1. For a period of thirty (30) days after the Effective Date of the Agreement, the Engineer will consider written requests from Contractor for substitution of Products.

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2. Submit a separate request for each Product, supported with complete data, with drawings and samples as appropriate, including:
 - a. Comparison of the qualities of the proposed substitution with that specified.
 - b. Changes required in other elements of the work because of the substitution.
 - c. Effect on the construction schedule.
 - d. Cost data comparing the proposed substitution with the Product specified.
 - e. Any required license fees or royalties.
 - f. Availability of maintenance service, and source of replacement materials.
 3. The Engineer shall be the judge of the acceptability of the proposed substitution.

D. Contractor's Representation:

A request for a substitution constitutes a representation that Contractor:

1. Has investigated the proposed Product and determined that it is equal to or superior in all respects to that specified.
2. Will provide the same warranties or bonds for the substitution as for the Product specified.
3. Will coordinate the installation of an accepted substitution into the Work, and make such other changes as may be required to make the Work complete in all respects.
4. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.

1.07 SPECIAL TOOLS

Manufacturers of equipment and machinery shall furnish any special tools required for normal adjustment, operations and maintenance, together with instructions for their use. The Contractor shall preserve and deliver to the Owner these tools and instructions in good order no later than upon completion of the Contract.

1.08 WARRANTY

For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's as stipulated in the specifications for each piece of equipment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01630

SUBSTITUTIONS

PART 1 GENERAL

1.01 General

Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions and shall contain complete data substantiating compliance of proposed substitution with Contract Documents.

1.02 Substitutions

- A. During a period of 60 days after execution of Contract, ENGINEER will consider written requests from CONTRACTOR for substitution of products or construction methods (if specified).
 - 1. After end of specified period, requests will be considered only in case of unavailability of products or other conditions beyond control of CONTRACTOR.
 - 2. If the CONTRACTOR proposes to use products other than named manufacturers in the technical Specification, the ENGINEER reserves the right to require the CONTRACTOR to submit information within the first 30 days after the NOTICE TO PROCEED verifying that the proposed equipment will comply with the Specifications.
- B. Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions, and shall contain complete data substantiating compliance of proposed substitution with the Contract Documents.
- C. In making request for substitution, CONTRACTOR represents:
 - 1. CONTRACTOR has investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
 - 2. CONTRACTOR will provide the same or better warranties or bonds for proposed substitution as for product or method specified.
 - 3. CONTRACTOR waives all claims for additional costs or extension of time related to proposed substitution that subsequently may become apparent.
- D. Proposed substitutions will not be accepted if:
 - 1. They are only shown or implied on the Shop Drawings.
 - 2. Acceptance will require substantial revision of Contract Documents.
 - 3. They will change design concepts or Specifications.
 - 4. They will delay completion of the Work, or the work of other contractors.
- E. The ENGINEER will determine whether substitute brands or products are equal to those specified in the Contract Documents. No substitute will be ordered or installed without the ENGINEER'S prior written acceptance.
- F. The OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a

special performance guarantee or other surety with respect to any substitute.

- G. If the ENGINEER determines that a proposed substitute is not equal to that specified or described in the Drawings or Specifications, CONTRACTOR shall furnish one of the brands or products specified or described, at no additional cost to the OWNER.
- H. Engineering Costs:
1. The ENGINEER will record all time required in evaluating substitutions proposed by CONTRACTOR and in making any change in the Drawings or Specifications occasioned thereby. Whether or not the ENGINEER accepts a proposed substitute CONTRACTOR will reimburse the OWNER for the actual cost of the ENGINEER for evaluating any proposed substitute which either does not meet the requirements of the Drawings and Specifications, or the acceptance of which would require changes to other portions of the Work.
 2. CONTRACTOR shall reimburse OWNER for all associated engineering costs, including redesign, additional shop drawing reviews, investigations, consultant fees and revision of the Contract Documents required because of the substitution.
- I. The time required by the ENGINEER to evaluate and either accept or reject proposed substitutes is included in the Contract Time and no extension of the Contract Time shall be allowed therefore.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01710

CLEANING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Cleaning shall include daily "policing" of the work and surrounding areas to clear general debris waste paper, wood scraps, broken concrete, loose riprap, and other objectionable material along with the final cleanup of site(s) required for project acceptance. **DAILY CLEANUP IS REQUIRED.**

1.02 DISPOSAL REQUIREMENTS

Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute daily cleaning to keep the Work, the site and adjacent properties, free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.
- B. Provide onsite containers for the collection of waste materials, debris and rubbish. All waste materials including containers, food debris and other miscellaneous materials must be disposed of daily in onsite containers.
- C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

3.02 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- D. Prior to final completion or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas to verify that the entire Work is clean.

**** END OF SECTION ****

SECTION 01720
PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Maintain at the site for the Owner one record copy of:

- A. Conformed Drawings.
- B. Conformed Specifications.
- C. Change Orders and other Modifications to the Contract.
- D. Engineer's Field Orders or written instructions.
- E. Approved Shop Drawings, Working Drawings and Samples.
- F. Field Test records.
- G. Construction photographs.
- H. Latest, Approved Progress Schedule.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in a manner and location to prevent damage.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI section numbers.
- C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by the Owner.
- E. As a prerequisite for monthly progress payments, the Contractor is to exhibit the currently updated "record documents" for review by the Owner.

1.03 MARKING DEVICES

Provide felt tip marking pens for recording information in the color code designated by the Owner.

1.04 RECORDING

- A. Label each document "PROJECT RECORD" with rubber stamp.
- B. Record information concurrently with construction progress and do not conceal any work until required information is recorded.
- C. Legibly mark drawings to record actual construction:
 - 1. The Contractor shall use the following color code in marking Contract Drawings:
 - a. Yellow for no change.
 - b. Red to indicate additions, deletions and changes.
 - 2. Elevations of various structure elements in relation to elevation datum.
 - a. Elevations referenced to control points established by the Owner's agent.
 - b. Specifically, elevations of drainage culvert inverts, ditch grades, top of roadway and driveway curbs, bridges, etc.
 - 3. Location of internal utilities and appurtenances concealed in the construction by referencing to visible and accessible features of the structure.
 - 4. Field changes of dimension and detail.
 - 5. Changes made by Field Order or by Change Order.
 - 6. Details not on original contract drawings.
- D. Specifications and Addenda; Legibly mark each Section to record:
 - 1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.
 - 2. Changes made by Field Order or by Change Order.
- E. Shop Drawings (after final review):

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- F. Certified site survey and line elevations and stationing at 100 foot increments and all points of change of direction of channel improvements (Section 01050) by a registered land surveyor.

1.05 SUBMITTAL

- A. At Contract close-out, deliver Record Documents to the Owner.
- B. Accompany submittal with transmittal letter in duplicate, containing:
1. Date.
 2. Project title and number.
 3. Contractor's name and address.
 4. Title and number of each Record Document.
 5. Signature of Contractor or his authorized representative.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION(NOT USED)

*** * END OF SECTION * ***

SECTION 01740

WARRANTIES AND BONDS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Compile specified warranties and bonds, as in Articles 5 and 13 of the General Conditions.
- B. Co-execute submittals when so specified.
- C. Review submittals to verify compliance with Contract Documents.
- D. Submit to the Owner for review.

1.02 SUBMITTAL REQUIREMENTS

- A. Assemble and include warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, couplers, and subcontractors including effective dates.
- B. Number of original signed copies required. Two (2) each.
- C. Table of Contents. Neatly typed in orderly sequence. Provide complete information for each item.
 - 1. Product or work item.
 - 2. Firm, with name of principal, address and telephone number.
 - 3. Scope.
 - 4. Date of beginning warranty, and bond.
 - 5. Duration of warranty.
 - 6. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure.
 - b. Instances which might affect the validity of warranty or bond.
 - 7. Contractor, name of responsible principal, address and telephone number.

1.04 FORM OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format:
 - 1. Size 8-1/2-inches x 11-inches, punch sheets for standard 3-post binder.
 - 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS." List:
 - a. Title of Project.
 - b. Name of Contractor.
- C. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of 2-inches, "D" ring.

1.05 WARRANTY SUBMITTAL REQUIREMENTS

- A. For all components of the work, unless stated otherwise in the specifications for each individual item of equipment, submit a written warranty from the manufacturer to replace promptly any component thereof which, in the sole opinion of the Engineer, has defects in design, workmanship, materials, or performance within a one (1) year period following the date of acceptance for operation (Substantial Completion) by the Owner. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of acceptance for operation (beneficial use) by the Owner and shall be read in conjunction with the Contractor's warranty which shall operate together to provide for replacement of defective components and restoration of proper operation. The Contractor shall be solely responsible for both warranties.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

CITY OF HATTIESBURG

SPECIAL PROVISION NO. 907-616-2

CODE: (SP)

DATE: 08/25/2009

SUBJECT: Colored and Imprinted Concrete Median and Island Pavement

Section 616, Median and Island Pavement, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as amended by this special provision is applicable to Colored And Imprinted Concrete only.

907-616.01--Description. This work consists of furnishing all labor, materials, tools, tests, royalties, services and other incidentals as may be required for the good and proper completion of the colored and imprinted concrete island and median pavement.

The locations for colored and imprinted concrete island and median pavement are shown on the plans, but generally are limited to all proposed concrete islands and concrete median end noses.

The Contractor is advised of additional notes on the plans which call attention to particular requirements or conditions regarding colored and imprinted concrete island and median pavement.

Quality Assurance. Installation shall be performed by an installer with at least one year experience in the placement of colored and imprinted concrete paving systems.

907-616.02--Materials. Colored concrete materials and imprinting tool release agents shall meet the following requirements.

- A. Coloring Agents: Contractor may elect to color the concrete integrally, or may apply dry-shake to the surface of the freshly poured concrete. Whichever method is used, the coloring agent shall be a mineral oxide pigment approved by the Engineer.

Colors for colored and imprinted concrete shall be selected by the Engineer from Standard or Designer color charts, or an approved manufacturer's color charts.

- B. Curing and Finishing Material: Contractor shall utilize a color-matched curing and finishing material recommended by the manufacturer. Curing materials or methods for uncolored concrete shall not be used with Colored and Imprinted Concrete.
- C. Release Agent: Contractor shall utilize a dry-shake powder to facilitate the release of the concrete imprinting tools. The color of the release agent shall match the selected main coloring agent chosen by the Engineer for the concrete.
- D. Imprinting Tools: Tools shall be of high quality and shall provide uniform control of joint depth.

- E. **Imprint Tool Pattern:** The imprint pattern to be used for all concrete imprinting shall be a 4" x 8" brick herringbone pattern, with a 4" x 8" matching soldier course. The Contractor shall reference the plans for pattern layout and orientation of the imprint patterns.

Once the color, method of coloring, and the imprinting tools have received approval from the Engineer, the Contractor shall provide a 4-foot square test panel, separate from proposed island and median end nose areas, to be reviewed and approved by the Engineer. Engineer will evaluate color as compared to color chart and texture of broom finish.

Subsequent test panels may be required, if the finish, imprint quality, or color is unacceptable to the Engineer. The Contractor shall remove unaccepted test panels immediately from site. Accepted panel shall remain until all colored concrete islands and median end noses have been completed by the Contractor, at which time the Contractor shall then remove the acceptable test panel from the site.

907-616.03.4--Handling, Measuring, Proportioning, and Mixing Materials. Should an integral coloring method be selected by the Contractor, the Contractor shall mix coloring agent in strict accordance with the approved manufacturer's written instructions. Copies of the manufacturer's written instructions shall be furnished to the Engineer prior to manufacture and placement of colored concrete.

Should a dry-shake applied coloring method be selected by the Contractor, the Contractor shall measure and apply coloring agent in strict accordance with the approved manufacturer's written instructions. Copies of the manufacturer's written instructions shall be furnished to the Engineer prior to manufacture and placement of colored concrete.

907-616.03.4--Protection and Curing. Protection and curing materials and methods of application for colored and imprinted concrete shall be in strict accordance with the approved manufacturer's written instructions. Copies of the manufacturer's written instructions shall be furnished to the Engineer prior to manufacture and placement of colored concrete.

907-616.04--Method of Measurement. Colored and imprinted concrete median and island pavement, completed and accepted, will be measured by the square foot or square yard or per each. Test panels will not be measured for separate payment.

907-616.05--Basis of Payment. Colored and imprinted concrete median and island pavement, measured as prescribed above, will be paid for at the contract unit price per square foot or square yard or per each, which price shall be full compensation for all labor, tools, materials, equipment, test panels, placement of concrete, imprinting the concrete, and all incidental necessary to complete the work.

Payment will be made under:

907-616-A: Colored Concrete with Scoring	- per square yard
907-616-B: Stamped and Colored Concrete (Brick Pattern)	- per square foot
907-616-C: Stamped Concrete, Brick Pattern with Truncated Domes	- per each

38TH AVENUE PATHWAY

CITY OF HATTIESBURG

HATTIESBURG, MISSISSIPPI

FORREST COUNTY

MAYOR

TOBY BARKER

CHIEF ADMINISTRATIVE OFFICER

ANN JONES

ENGINEERING DIRECTOR

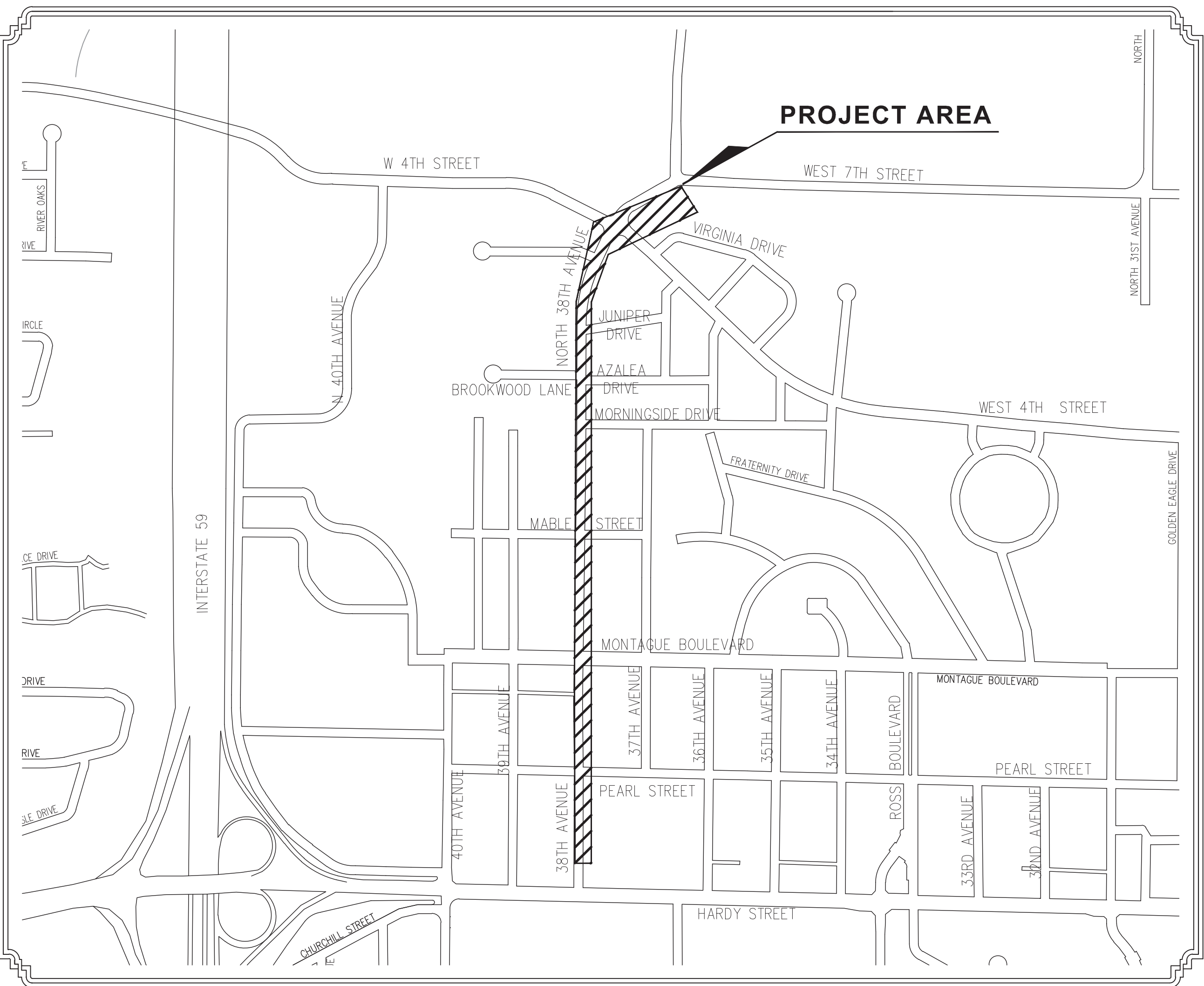
LAMAR RUTLAND, P.E.

COUNCIL MEMBERS

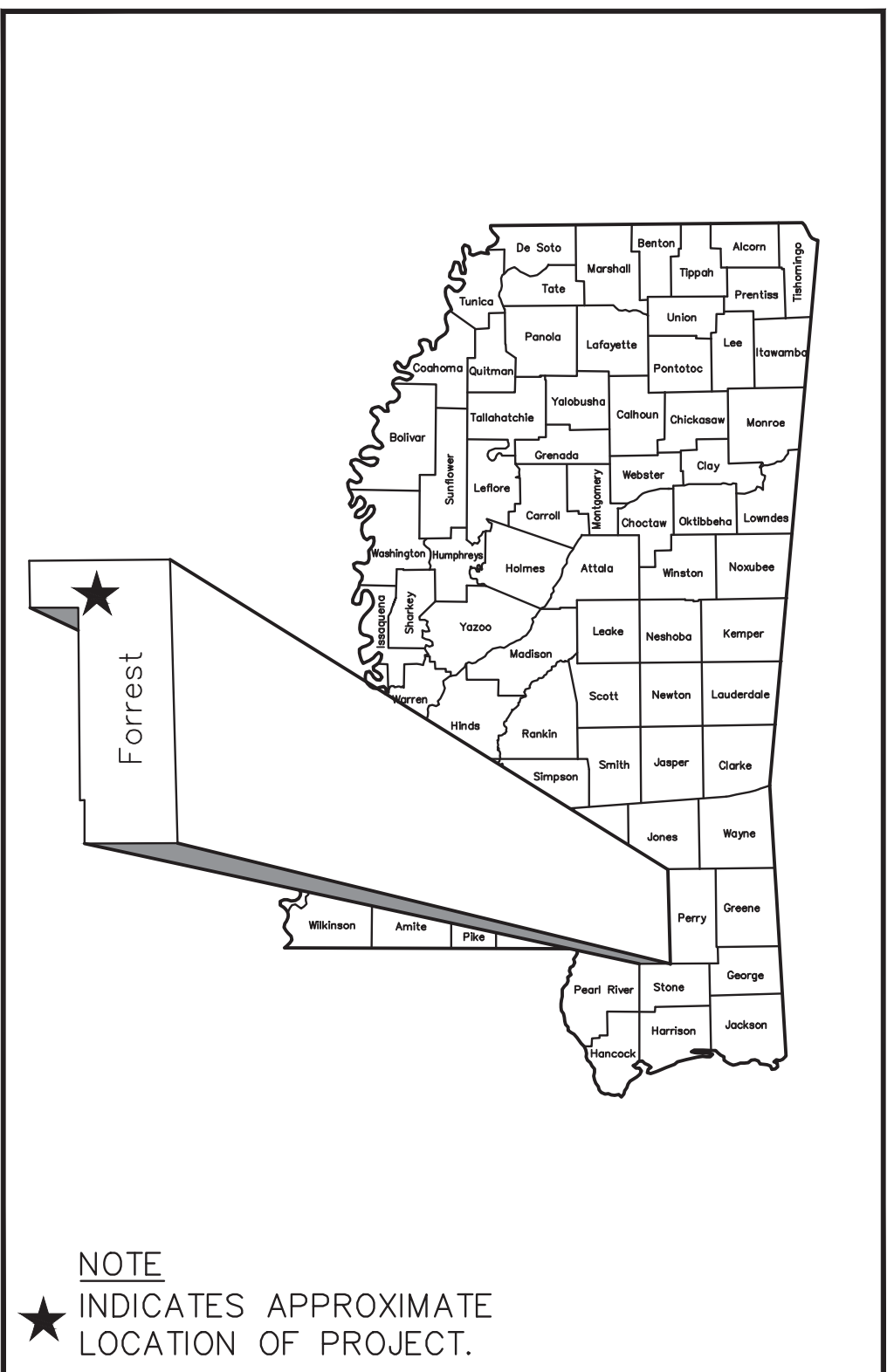
JEFFREY GEORGE	WARD 1
DEBORAH D. DELGADO	WARD 2
CARTER CARROLL	WARD 3
MARY DRYDEN	WARD 4
NICHOLAS BROWN	WARD 5

UTILITIES

CITY OF HATTIESBURG
MISSISSIPPI POWER
AT&T
SPIRE GAS
COMCAST



VICINITY MAP
PROJECT LOCATION



PREPARED BY :
NEEL-SCHAFFER
Solutions you can build upon



GEOFFREY P. CROSBY, P.E.
MISSISSIPPI LICENSE NO. PE: 19984

GENERAL NOTES

1. THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2017 EDITION, AS AMENDED, SHALL BE THE STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF THIS PROJECT UNLESS OTHERWISE INDICATED OR AMENDED IN THE SPECIAL PROVISIONS, PROPOSAL AND CONTRACT DOCUMENTS.

2. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION.

3. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING GRADES AND MAKING ADJUSTMENTS AS NECESSARY WITH THE APPROVAL OF THE PROJECT ENGINEER.

4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, APRONS, BRIDGES, ETC. FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. EXTREME CARE SHOULD BE EXERCISED IN UNDERCUT AREAS AND THE UNDERCUT DEPTH MAY BE ADJUSTED AT CROSS DRAINS, AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.

5. WORK ON STRUCTURES FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PLACE WHAT BRACING, SHORING, OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY STRUCTURE ADJACENT TO THE EXCAVATION. ALL COSTS FOR ANY PROTECTIVE MEASURES INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING AND CONSTRUCTING THE FACILITY SHALL BE INCLUDED IN THE PRICE BID FOR CONTRACT ITEMS.

6. VOIDS CREATED BY THE REMOVAL OF POSTS, CONCRETE ANCHORS, FOOTINGS, ETC., SHALL BE BACKFILLED AND TAMPED IN ACCORDANCE WITH SECTION 203 OF THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (COST ABSORBED).

7. PRIOR TO EXCAVATION AND EMBANKMENT CONSTRUCTION, ALL TOPSOIL SHALL BE STRIPPED AND STOCKPILED. AFTER COMPLETION OF EXCAVATION AND EMBANKMENT CONSTRUCTION, ALL SLOPES SHALL BE UNIFORMLY PLATED WITH THE STOCKPILED TOPSOIL. THE COST OF STRIPPING, STOCKPILING, PLACING AND SPREADING OF TOPSOIL IS TO BE INCLUDED IN PAY ITEM, TOPSOIL FROM RIGHT OF WAY, PER SQUARE YARD.

8. ALL STORM DRAINAGE STRUCTURES SHALL BE CAST-IN-PLACE.

9. FLUORESCENT ORANGE SHEETING SHALL BE USED ON ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS EXCEPT FOR THOSE DESIGNATED IN PLANS TO BE BLACK LEGEND AND BORDER ON WHITE BACKGROUND.

10. THE CONTRACTOR IS TO REMOVE AND RESET ANY SIGNS AND MAILBOXES WHICH CONFLICT WITH CONSTRUCTION. TO BE LOCATED BEHIND SIDEWALK WERE GREEN SPACE IS 3' OR LESS. (NOT A SEPARATE PAY ITEM).

11. THE LOCATION AND SPACING OF SIGNS SHOWN ON THE TRAFFIC CONTROL PLAN ARE APPROXIMATE AND MAY BE ADJUSTED AS NECESSARY TO FIT FIELD CONDITIONS.

12. ALL POST LENGTHS FOR SIGNS SHALL BE VERIFIED IN THE FIELD PRIOR TO FABRICATION.

13. SOME WORK MAY BE REQUIRED OUTSIDE THE PROJECT LIMITS BEYOND THE B.O.P. AND E.O.P. NO ADDITIONAL COMPENSATION WILL BE MADE FOR SUCH WORK EXCEPT AS PROVIDED BY SPECIFIC PAY ITEMS SHOWN ON THE PLANS.

14. ALL SIGNS, SIGNALS, PAVEMENT MARKINGS AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).

15. ALL RAISED OBJECTS SHALL BE PLACED A MINIMUM OF 2 FEET BEHIND THE FACE OF CURB.

16. CONTRACTOR SHALL MAKE THE APPLICATION FOR POWER SERVICE, COORDINATING WITH UTILITY COMPANY, IN ADVANCE OF REQUIRING THE ELECTRICAL SERVICE.

17. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THROUGH AND LOCAL TRAFFIC IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.

18. THE CONTRACTOR SHALL PROVIDE ACCESS (INGRESS AND EGRESS) TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR IS REQUIRED TO NOTIFY BUSINESSES AND HOMEOWNERS 48 HOURS IN ADVANCE OF ACCESS RESTRICTIONS.

19. THE CONTRACTOR SHALL COORDINATE HIS WORK WITH OTHER CONTRACTOR'S TO FACILITATE TIE-INS TO OTHER CONTRACTOR'S WORK, WHERE FEASIBLE AND PRACTICABLE.

20. CONTRACTOR SHALL COORDINATE WITH THE RESPECTIVE UTILITY COMPANIES FOR RELOCATION OF EXISTING POWER, GAS, TELEPHONE, AND CABLE TV UTILITIES. CONTRACTOR SHALL PROVIDE ACCESS TO THE UTILITY COMPANIES FOR RELOCATION ACTIVITIES AS REQUIRED.

21. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE VERIFICATION, PROTECTION, AND RELOCATION OF BENCHMARKS DURING CONSTRUCTION. NO ADDITIONAL PAYMENT WILL BE MADE FOR RELOCATION OF BENCHMARKS.

22. CONTRACTOR SHALL BE RESPONSIBLE FOR RESETTING ANY SIGNS THAT ARE IN DIRECT CONFLICT WITH CONSTRUCTION IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION (COST ABSORBED).

23. REMOVAL OF EXISTING AND TEMPORARY TRAFFIC STRIPING, TRAFFIC CONTROL SIGNS AND BARRICADES SHALL BE ABSORBED UNDER PAY ITEM 618-A, MAINTENANCE OF TRAFFIC.

24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE UTILITY COMPANIES IF ANY UTILITY POLES NEED TO BE SUPPORTED DURING CONSTRUCTION (COST ABSORBED).

25. THE CONTRACTOR SHALL REPAIR FENCES, RETAINING WALLS, GATES, SODDING, LANDSCAPING, ETC. DAMAGED DURING OVERALL CONSTRUCTION (COST ABSORBED).

26. THE EROSION CONTROL DEVICES REFERENCED IN THESE PLANS ARE A MINIMUM RESPONSIBILITY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE RIGHT OF WAY OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL SUBMIT AN EROSION CONTROL PLAN PRIOR TO COMMENCEMENT OF WORK AND MAINTAIN THE PLAN DURING CONSTRUCTION.

27. THE CONTRACTOR SHALL TRIM ALL LIMBS TO A VERTICAL CLEARANCE OF 8 FEET OF THE PROPOSED SIDEWALK (COST ABSORBED).

28. ONE LANE MUST BE OPEN AT ALL TIMES FOR INGRESS/EGRESS ON BOTH DRIVEWAYS FOR THE HASKIN 23221 PROPERTY. NO EXCEPTION WILL BE MADE.

29. UTILITY CONFLICTS SHOWN IN THESE DRAWINGS HAVE BEEN ADJUSTED ACCORDINGLY PRIOR TO THE AWARD OF THIS PROJECT.

DESCRIPTION OF SHEET	WKG. NO.	SHT. NO.
TITLE SHEET (1)		1
DETAILED INDEX & GENERAL NOTES (1)		
INDEX & GENERAL NOTES	GN-1	2
TYPICAL SECTION SHEETS (1)		
TYPICAL SECTIONS	TS-1	3
QUANTITY SHEETS (1)		
SUMMARY OF QUANTITIES	SQ-1	4
LAYOUT SHEETS (1)		
OVERALL SITE PLAN	OVERALL	5
DEMOLITION SHEETS (7)		
EXISTING CONDITIONS AND DEMOLITION PLAN 38TH AVENUE - STA. 0+00 TO STA. 6+00	DEMO-1	6
EXISTING CONDITIONS AND DEMOLITION PLAN 38TH AVENUE - STA. 6+00 TO STA. 12+00	DEMO-2	7
EXISTING CONDITIONS AND DEMOLITION PLAN 38TH AVENUE - STA. 12+00 TO STA. 18+00	DEMO-3	8
EXISTING CONDITIONS AND DEMOLITION PLAN 38TH AVENUE - STA. 18+00 TO STA. 24+00	DEMO-4	9
EXISTING CONDITIONS AND DEMOLITION PLAN 38TH AVENUE - STA. 24+00 TO STA. 30+00	DEMO-5	10
EXISTING CONDITIONS AND DEMOLITION PLAN 38TH AVENUE - STA. 30+00 TO STA. 36+00	DEMO-6	11
EXISTING CONDITIONS AND DEMOLITION PLAN 38TH AVENUE - STA. 36+00 TO LONGLEAF TRACE	DEMO-7	12
PLAN SHEETS (13)		
38TH AVENUE - STA. 0+00 TO STA. 6+00	PP-1	13
38TH AVENUE - STA. 6+00 TO STA. 12+00	PP-2	14
38TH AVENUE - STA. 12+00 TO STA. 18+00	PP-3	15
38TH AVENUE - STA. 18+00 TO STA. 24+00	PP-4	16
38TH AVENUE - STA. 24+00 TO STA. 30+00	PP-5	17
38TH AVENUE - STA. 30+00 TO STA. 36+00	PP-6	18
38TH AVENUE - STA. 36+00 TO LONGLEAF TRACE	PP-7	19
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TRAFFIC SIGNAL STANDARDS	TSD-3	28
TRAFFIC SIGNAL STANDARDS	TSD-4	29
TRAFFIC SIGNAL STANDARDS	TSD-5	30
TRAFFIC SIGNAL STANDARDS	TSD-6	31
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DETAILS OF SILT FENCE INSTALLATION	ECD-3	37
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PIPE COLLAR DETAILS	PC-1	39
JUNCTION BOX DETAILS	JB-1	40
DRIVEWAYS, CURB & GUTTER & SIDEWALK	SD-1	41
TOTAL NUMBER OF SHEETS (41)		

NOTICE TO DRAWING HOLDER

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REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8667-18-33
				FILENAME: General Notes.dwg
				SCALE: NOT TO SCALE
				SURVEYED BY: CLEARPOINT ENGINEERS
				DSGN: MWE DATE: 01/2019
				DRWN: WTA DATE: 01/2019
				CHKD: DATE:
				QA/QC: DATE:

38TH AVENUE PATHWAY

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

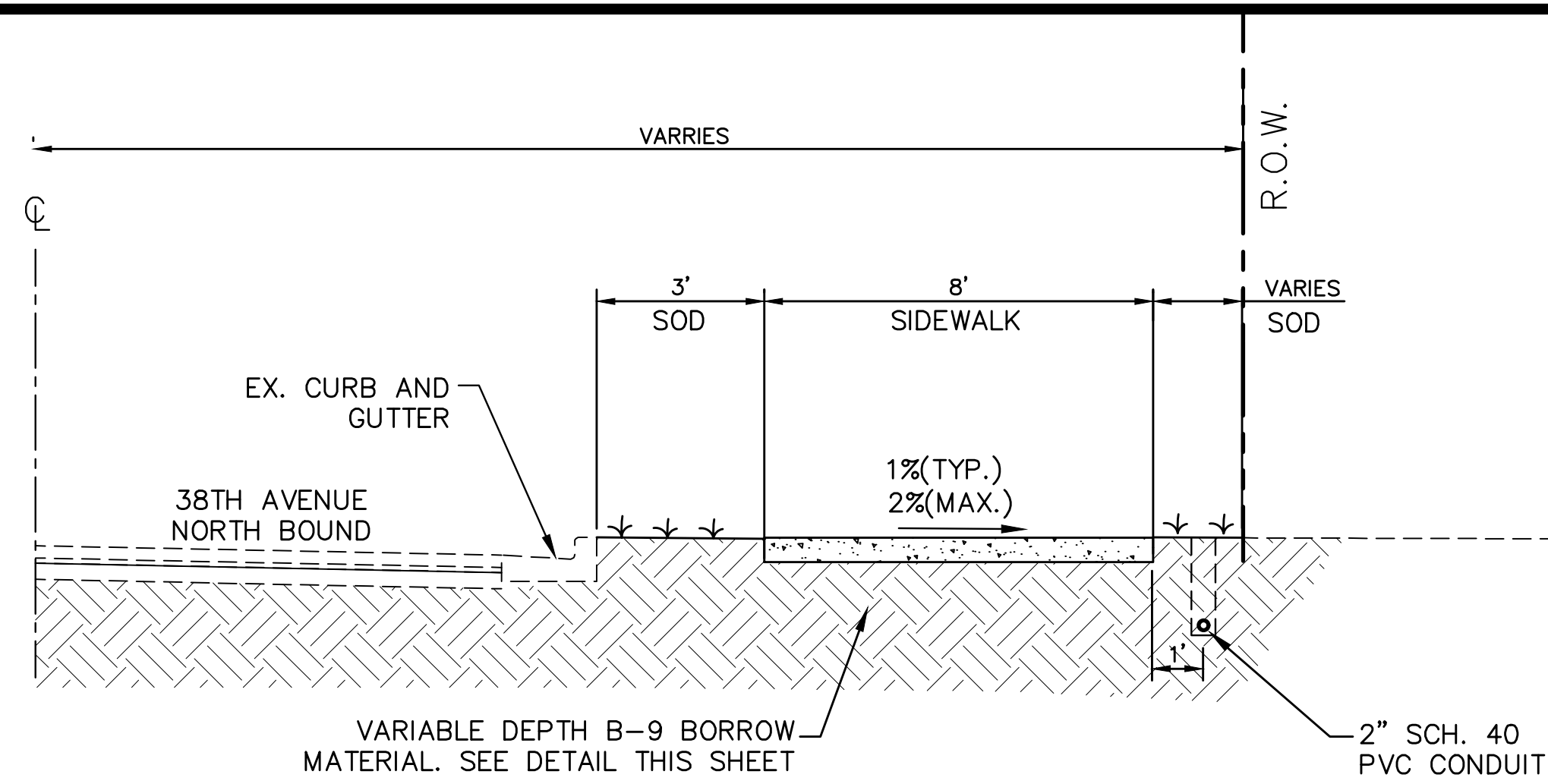
INDEX & GENERAL NOTES

WORKING NUMBER:

GN-1

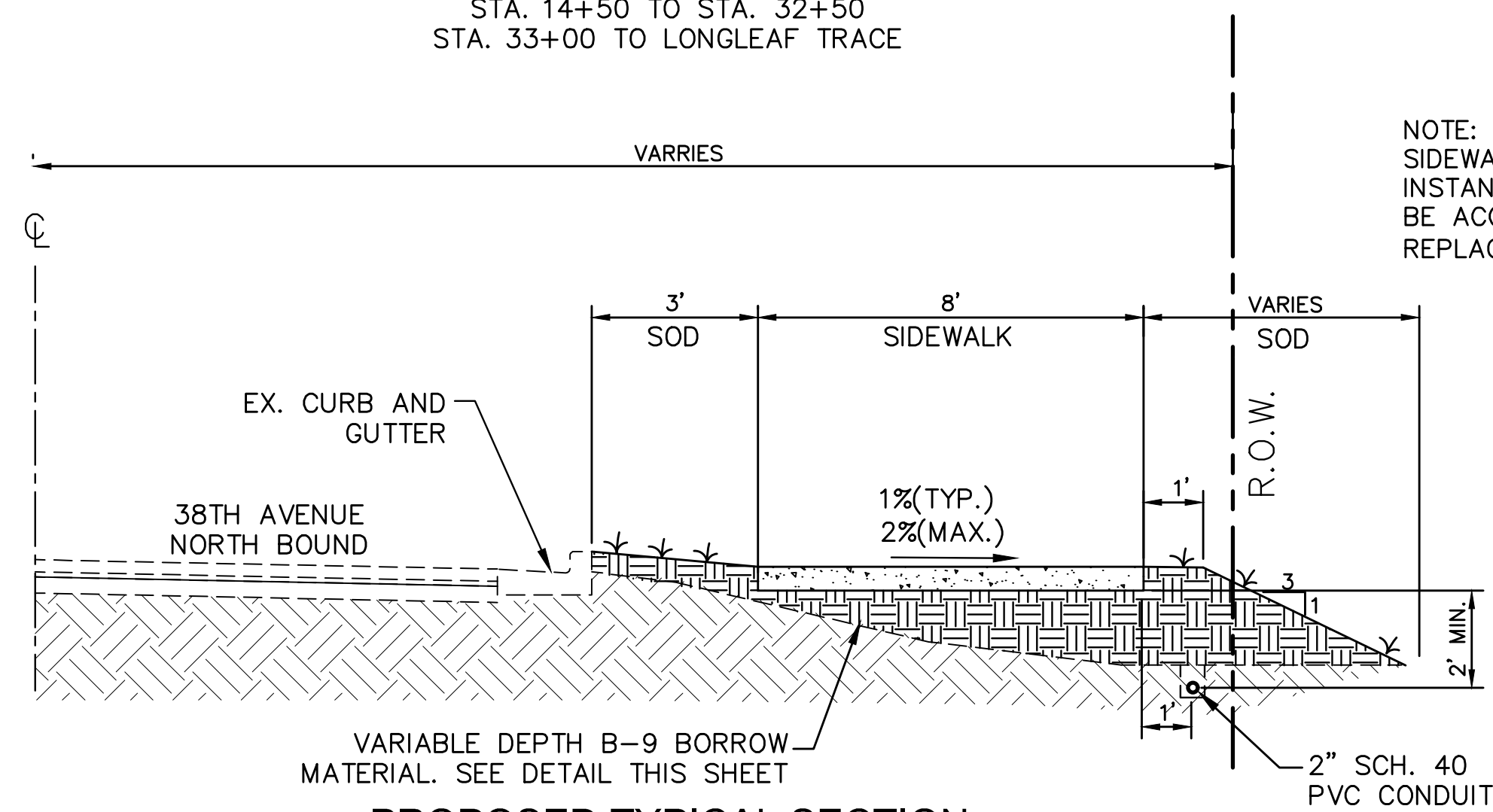
DRAWING NUMBER:

2



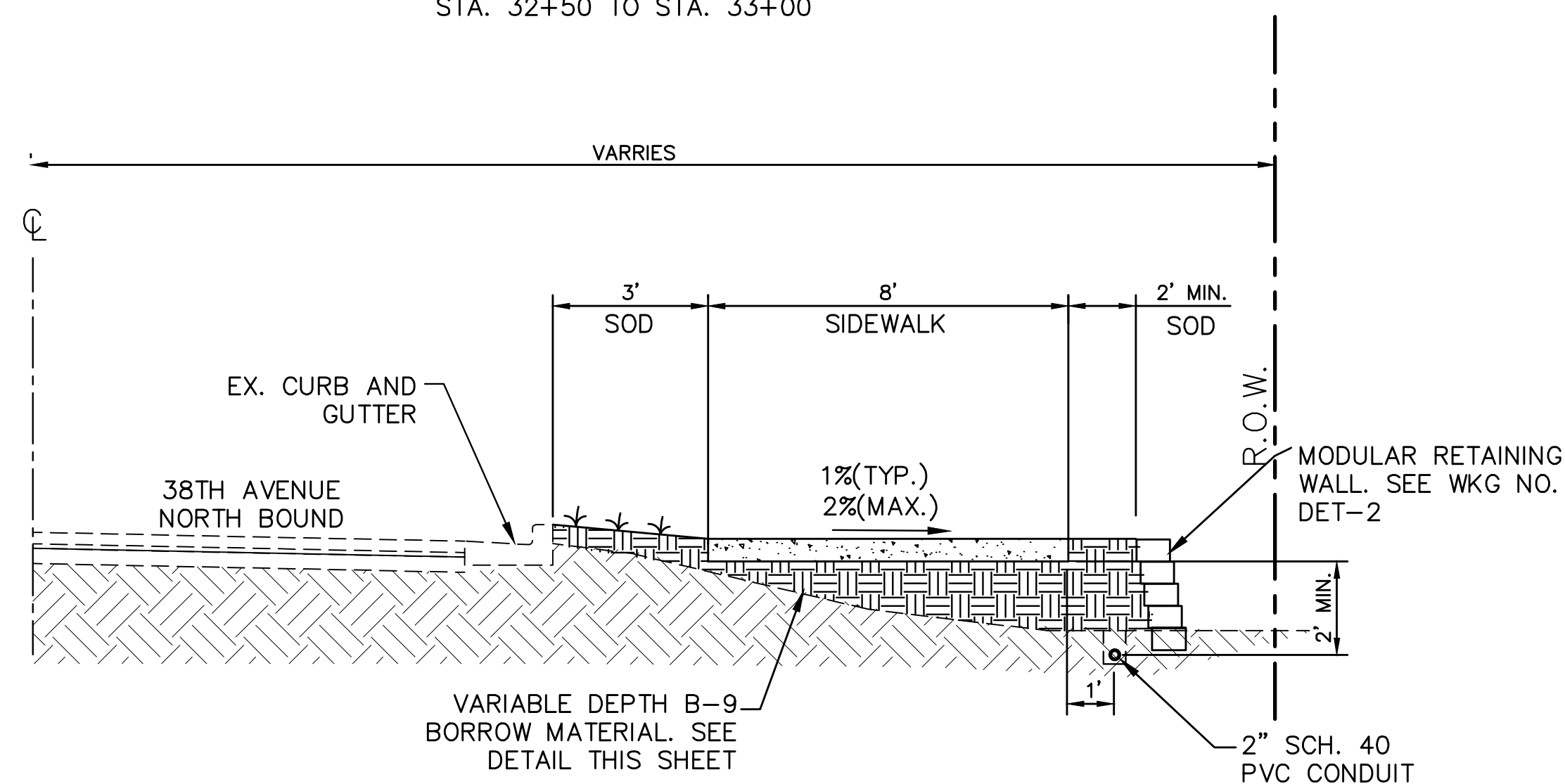
PROPOSED TYPICAL SECTION

NOT TO SCALE
STA. 11+31 TO STA. 11+34
STA. 12+59 TO STA. 13+50
STA. 14+50 TO STA. 32+50
STA. 33+00 TO LONGLEAF TRACE



PROPOSED TYPICAL SECTION

NOT TO SCALE
STA. 13+50 TO STA. 14+50
STA. 32+50 TO STA. 33+00

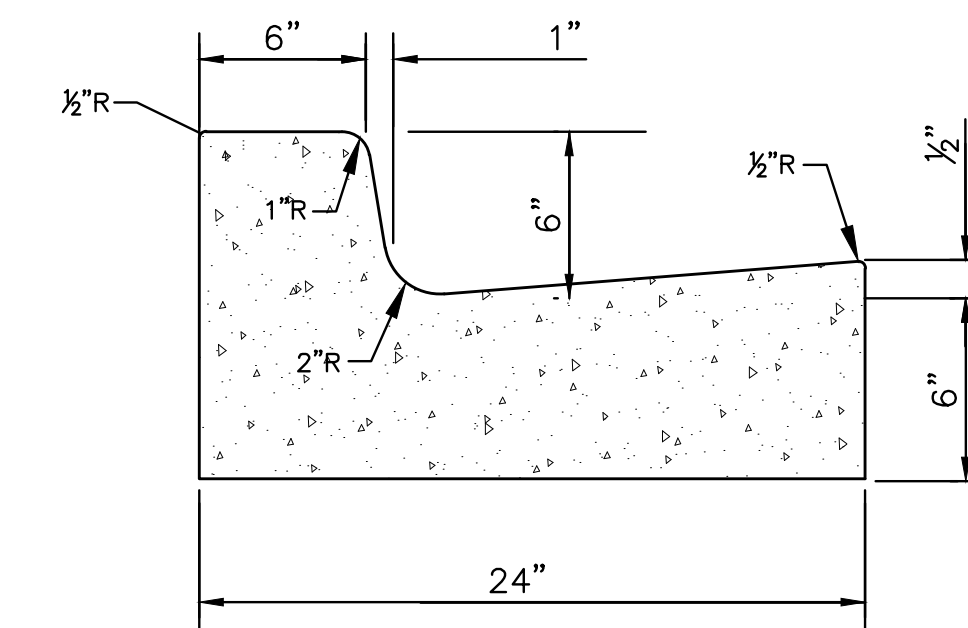


PROPOSED TYPICAL SECTION

NOT TO SCALE
STA. 11+34 TO STA. 12+59

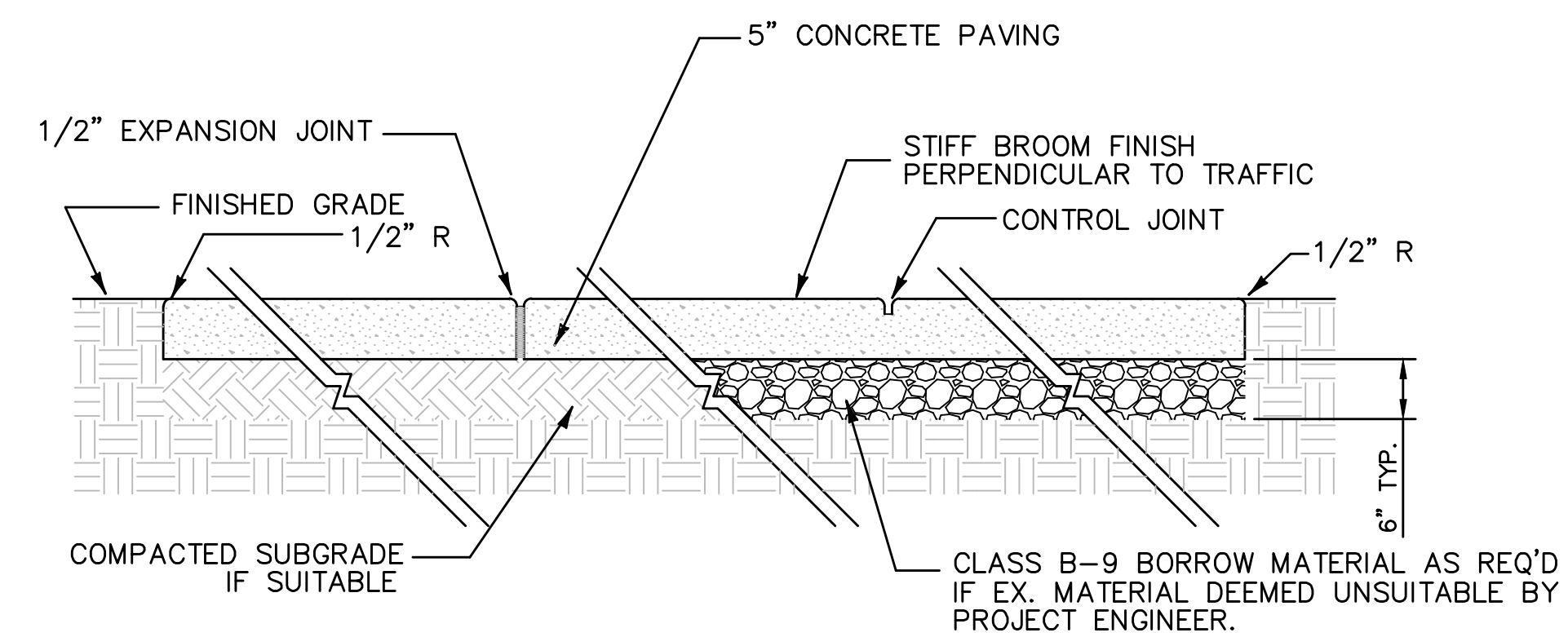
NOTE:
SIDEWALK MUST MEET ADA REQUIREMENTS IN ALL INSTANCES. CROSS SLOPES EXCEEDING 2% WILL NOT BE ACCEPTED AND WILL BE REQUIRED TO BE REPLACED AT THE CONTRACTOR'S EXPENSE.

CURB AND GUTTER JOINT SPACING	
CONTROL JOINT	EXPANSION JOINT
10	40



TYPE 1 MODIFIED CURB AND GUTTER

NOT TO SCALE

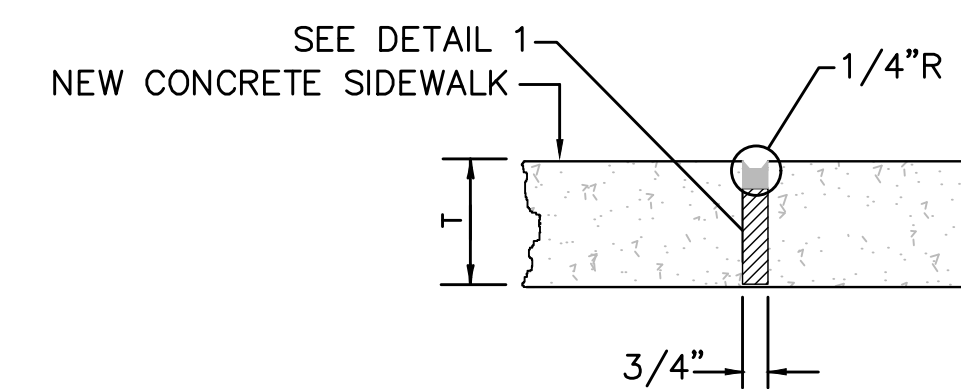


- NOTES:
- 1/2" EXPANSION JOINT CONFORMING TO ASTM D1751. TOP OF JOINT SHALL BE SEALED w/ 1/2" TAR MODIFIED URETHANE SEALANT. PLACE EXPANSION JOINT AS SHOWN IN THE TABLE ABOVE.
 - HAND TOOLED CONTROL JOINTS W/ 1/2" RADIUS AS SHOWN ABOVE
 - ALL SUBGRADE SOILS FOR SIDEWALK SHALL BE COMPACTED TO 95% STANDARD PROCTOR MAXIMUM DRY DENSITY.

SIDEWALK WIDTH	JOINT SPACING	
	CONTROL JOINT	EXPANSION JOINT
8	8	40

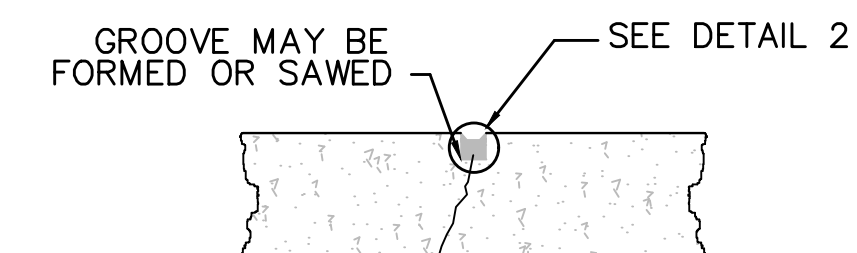
TYPICAL SIDEWALK DETAIL

NOT TO SCALE



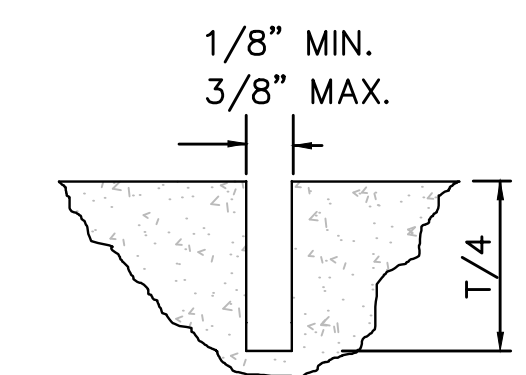
TYPE "B" - EXPANSION JOINT

NOT TO SCALE



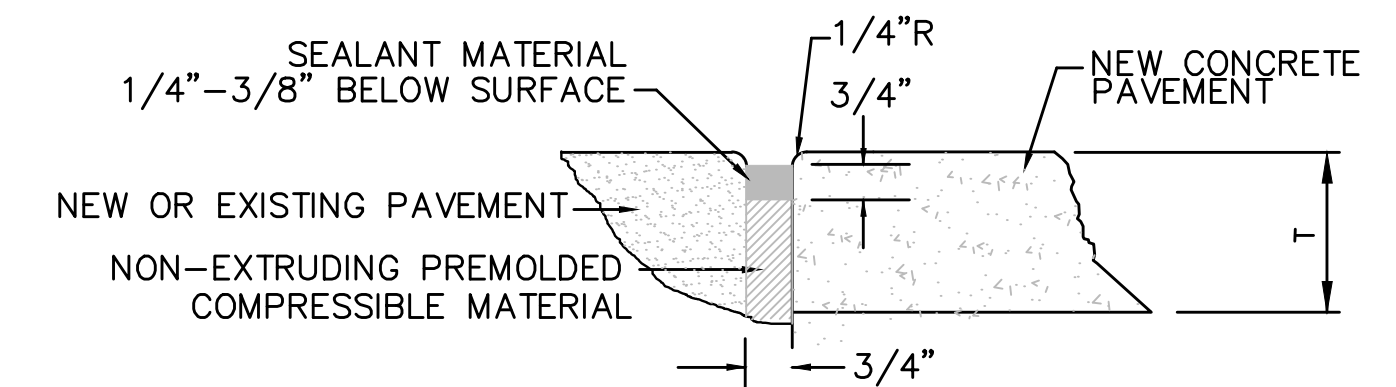
TYPE "A" - CONTROL JOINT

NOT TO SCALE



DETAIL 2 - CONTROL JOINT

NOT TO SCALE



DETAIL 1 - EXPANSION JOINTS

NOT TO SCALE

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REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	
				N-S PROJECT NO.: 8667-18-33
				FILENAME: TYP_SEC.dwg
				SCALE: NOT TO SCALE
				SURVEYED BY: CLEARPOINT ENGINEERS
				DSGN: MWE DATE: 01/2019
				DRWN: WTA DATE: 01/2019
				CHKD: DATE:
				QA/QC: DATE:

38TH AVENUE PATHWAY

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



TYPICAL SECTIONS

WORKING NUMBER:
TS-1

DRAWING NUMBER:
3

SUMMARY OF QUANTITIES

FOOT NOTE	PAY ITEM #	PAY ITEM DESCRIPTION	UNIT	EST. QTY	FINAL QTY
1	202-A	REMOVAL OF OBSTRUCTIONS	LUMP SUM	1	
2	202-B	REMOVAL OF CONCRETE SIDEWALK	SQ. YD.	325	
2	202-B	REMOVAL OF PAVEMENT, ALL TYPES AND DEPTHS	SQ. YD.	850	
2	202-B	REMOVAL OF CURB & GUTTER, ALL TYPES	LIN. FT.	400	
	203-A	UNCLASSIFIED EXCAVATION, FM, AH	CU. YD.	200	
	203-G	EXCESS EXCAVATION, FM, AH	CU. YD.	100	
	203-EX	BORROW EXCAVATION, AH, FME, CLASS B9	CU. YD.	600	
3	211-A	TOPSOIL FROM RIGHT OF WAY	SQ. YD.	3500	
4	211-B	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	CU. YD.	50	
5	216-B	SOLID SODDING, CENTIPEDE	SQ. YD.	2400	
	219-A	WATERING	KGAL	380	
	220-A	INSECT PEST CONTROL	ACRE	1	
	234-A	TEMPORARY SILT FENCE	LIN. FT.	1000	
	237-A	WATTLES, 20"	LIN. FT.	200	
	246-A	SANDBAGS	EACH	100	
	601-B	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	CU. YD.	15	
	602-A	REINFORCING STEEL	LBS.	1500	
6	603-CE	15" CORRUGATED POLYETHYLENE PIPE	LIN. FT.	100	
	603-CA	15" REINFORCED CONCRETE PIPE CLASS 3	LIN. FT.	16	
	603-CB	15" FLARED END SECTION	EACH	1	
7	907-603-PP	18" CORRUGATED POLYETHYLENE INLINE INLET, PER PLANS	EACH	7	
	608-A	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	SQ. YD.	3000	
8 , 10	907-616-A	COLORLED CONCRETE WITH SCORING	SQ. YD.	60	
9	907-616-B	STAMPED AND COLORED CONCRETE (BRICK PATTERN)	SQ. FT.	2050	
8	907-616-C	STAMPED CONCRETE, BRICK PATTERN WITH TRUNCATED DOMES	EACH	27	
	609-B	CONCRETE CURB HEADER	LIN. FT.	200	
	609-D	TYPE 1 MODIFIED CURB AND GUTTER	LIN. FT.	130	
	907-609-PP	6" CONCRETE BAND, PER PLANS	LIN. FT.	515	
	613-D	MODIFY EXISTING INLET, PER PLANS	EACH	3	
11	613-D	ADJUSTMENT OF WATER METER	EACH	13	
	614-B	CONCRETE DRIVEWAY, WITH REINFORCEMENT, 6" THICKNESS	SY	750	
	815-B	GROUTED RIPRAP, #100	SQ. YD.	50	
	815-E	GEOTEXTILE FOR SUBSURFACE DRAINAGE, TYPE 5, NON-WOVEN	SQ. YD.	50	
	618-A	MAINTENANCE OF TRAFFIC	LUMP SUM	1	
	620-A	MOBILIZATION	LUMP SUM	1	
	626-H	THERMOPLASTIC LEGEND, WHITE (6" EQUIV.)	LIN. FT.	3050	
	632-C	TRAFFIC SIGNAL CABINET MODIFICATIONS	EACH	1	
	634-A	TYPE VI PEDESTRIAN SIGNAL POLE WITH FOUNDATION	EACH	1	
	635-A	TYPE 6 SIGNAL WITH PUSH BUTTON AND SIGN	EACH	1	
	636-D	2-IMSA-20-1, AWG14, 5 CONDUCTOR	LIN. FT.	200	
12	637-D	2" SCHEDULE 40 CONDUIT WITH PULL STRING, JACK OR BORED	LIN. FT.	330	
12	637-C	2" SCHEDULE 40 CONDUIT WITH PULL STRING	LIN. FT.	3570	
	637-A	TRAFFIC SIGNAL PULL BOX TYPE 1	EACH	1	
	637-A	TRAFFIC SIGNAL PULL BOX TYPE 3	EACH	1	
	637-D	JACK OR BORE 2" ROLL PIPE	LIN. FT.	365	
	682-D	ELECTRICAL PULL BOX	EACH	23	
13	686-A	RELOCATION OF UPLIGHT AND CONDUCTORS	EACH	3	
14	809-A	RETAINING WALL	SQ. FT.	380	
15	907-613-PP	RELOCATION OF SEWER CLEANOUT, PER PLANS	EACH	1	

FOOTNOTES

1	TO INCLUDE BUT NOT LIMITED TO: CONCRETE DEBRIS, LANDSCAPING BEDS AND SHRUBS, DEBRIS, AND ITEMS IDENTIFIED IN THE PLANS THAT ARE IN CONFLICT WITH CONSTRUCTION THAT IS NOT COVERED UNDER A SEPARATE PAY ITEM.
2	INCLUDES THE COST OF FULL DEPTH SAW CUT.
3	STOCKPILED TOPSOIL FROM RIGHT OF WAY SHALL BE USED PRIOR TO USING CONTRACTOR FURNISHED TOPSOIL.
4	TO BE USED ONCE SPOCKILLED TOPSOIL HAS BEEN DEPLETED.
5	INCLUDES THE COST OF GROUND PREPERATION.
6	ALL PIPE SHALL BE PERFORATED AND WRAPPED IN A SOCK. COST INCLUDES PIPE, PERFORATION, FILTER SOCK, STRUCTURE EXCAVATION, AND SELECT BEDDING AND BACKFILL.
7	INCLUDES ALL LABOR AND MATERIALS TO INSTALL 18" CATCH BASIN TO INCLUDE BUT NOT LIMITED TO ALL FITTINGS, GRATE, RISERS, STRUCTURE EXCAVATION, BEDDING AND BACKFILL.
8	COLOR SHALL BE RED PAVER AND SHALL MATCH THE BRICK PAVERS AT THE UNIVERSITY OF SOUTHERN MISSISSIPPI
9	COLOR CHARTS SHALL BE PROVIDED TO THE OWER TO SELECT COLOR.
10	INCLUDES THE COST OF REINFORCEMENT, COLORING, AND SCORING.
11	INCLUDES ALL LABOR, MATERIALS, AND COORDINATION TO ADJUST WATER METERS AS DIRECTED BY THE ENGINEER. PLASTIC METER BOXES ARE TO BE REPLACE BY CAST IRON BOXES TO BE PURCHASED FROM THE CITY OF HATTIESBURG.
12	TO BE INSTALLED FOR FUTURE LIGHING AND SHALL REQUIRE A PULL STRING (COST ABSORBED).
13	INCLUDES ALL WORK TO RELOCATE EXISTING BUILDING UPLIGHT AND CONDUCTORS OFF CITY RIGHT OF WAY. CONTRACTOR SHALL COORDINATE WITH THE PROPERTY OWNER ON POWER SERVICE AND DISIRED NEW LIGHT LOCATION. LIGHTS ARE TO BE OPERATIONAL ONCE RELOCATION IS COMPLETE.
14	INCLUDES BUT NOT LIMITED TO STRUCTURE EXCAVATION, BACKFILL, BEDDING, WALL BLOCKS, CAP BLOCKS, DRAINAGE PIPE, FABRIC, AND ANY LABOR OR MATERIALS USED TO CONSTRUCT THE RETAINING WALL AS SHOWN IN THE PLANS.

1/16/2019 11:43 AM C:\sw\3d projects\8000\866718 - 38th ave\sq.dwg 38th ave\sq.dwg

NOTICE TO DRAWING HOLDER

NEEL-SCHAFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS				DRAWING INFORMATION	
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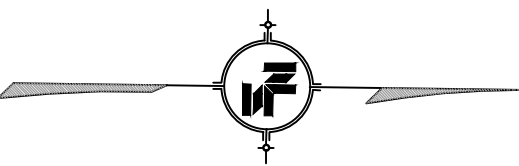
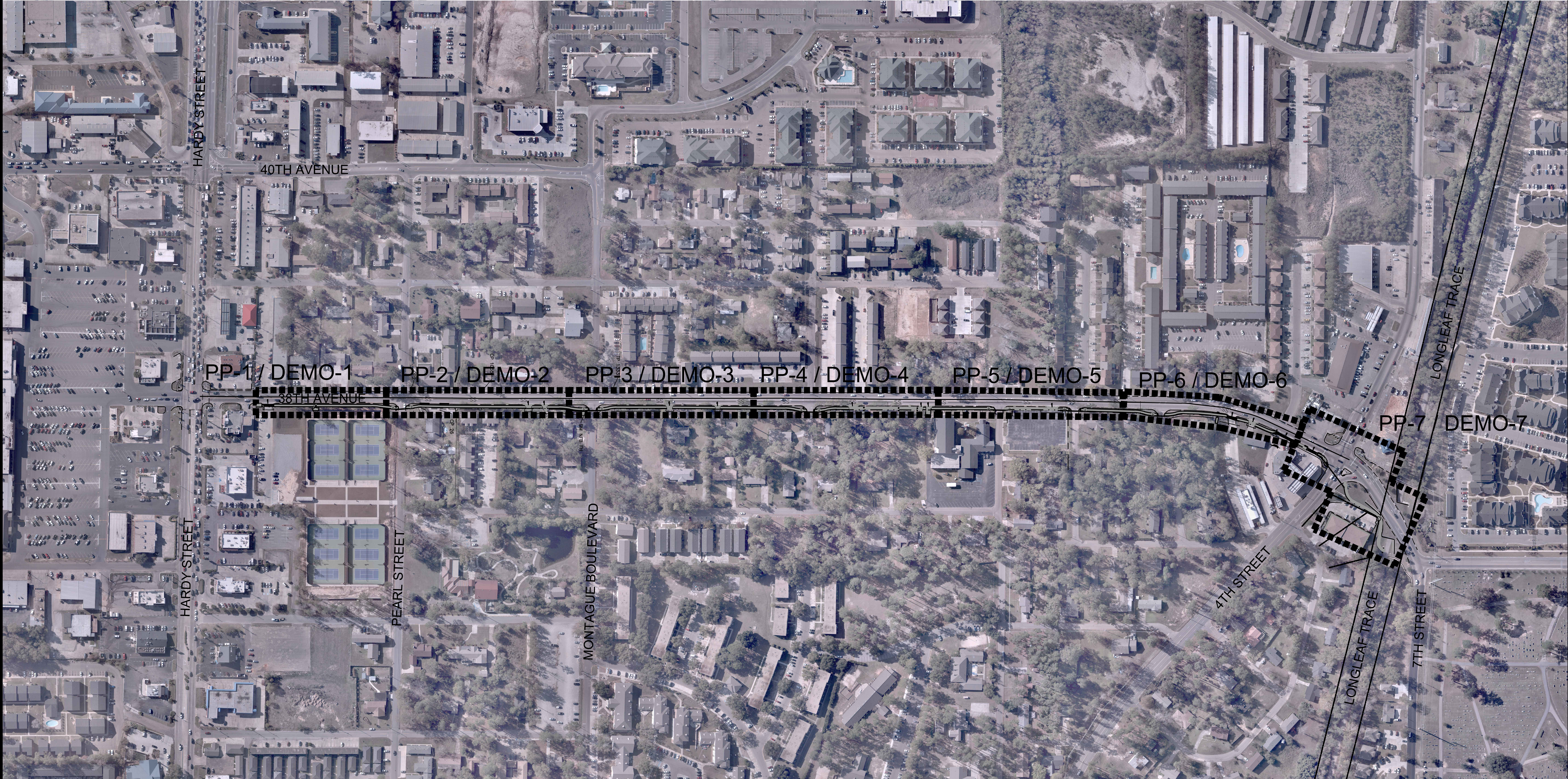
38TH AVENUE PATHWAY

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



SUMMARY OF QUANTITIES

WORKING NUMBER: SQ-1	DRAWING NUMBER: 4
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NOTICE TO DRAWING HOLDER
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REVISIONS				DRAWING INFORMATION	
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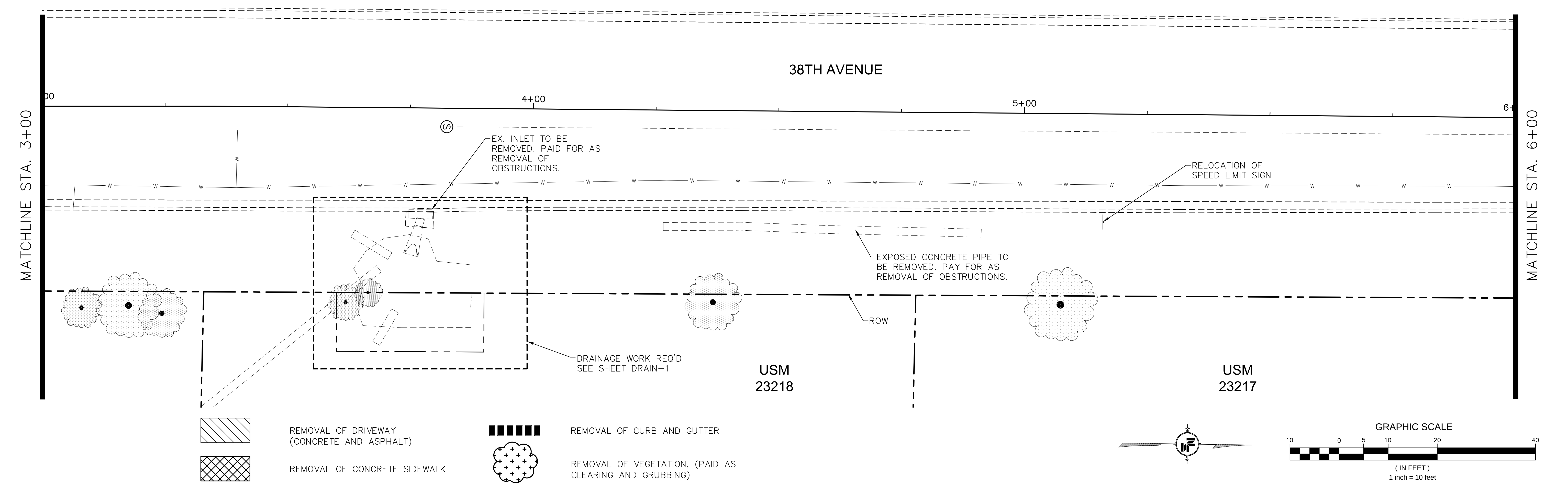
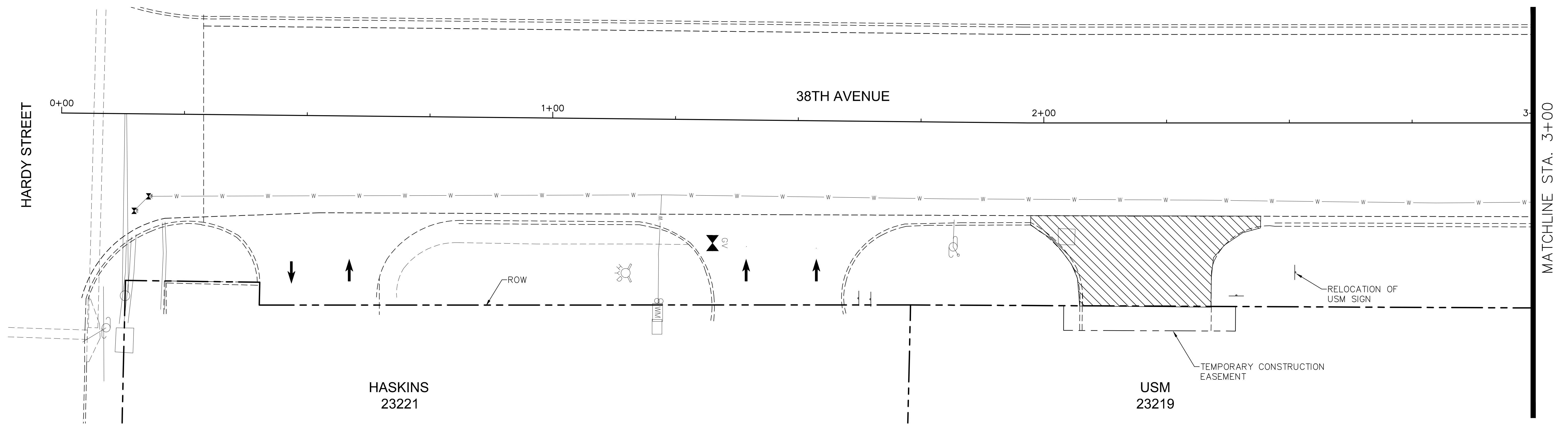
38TH AVENUE PATHWAY

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



OVERALL SITE PLAN

WORKING NUMBER: OVERALL	DRAWING NUMBER: 5
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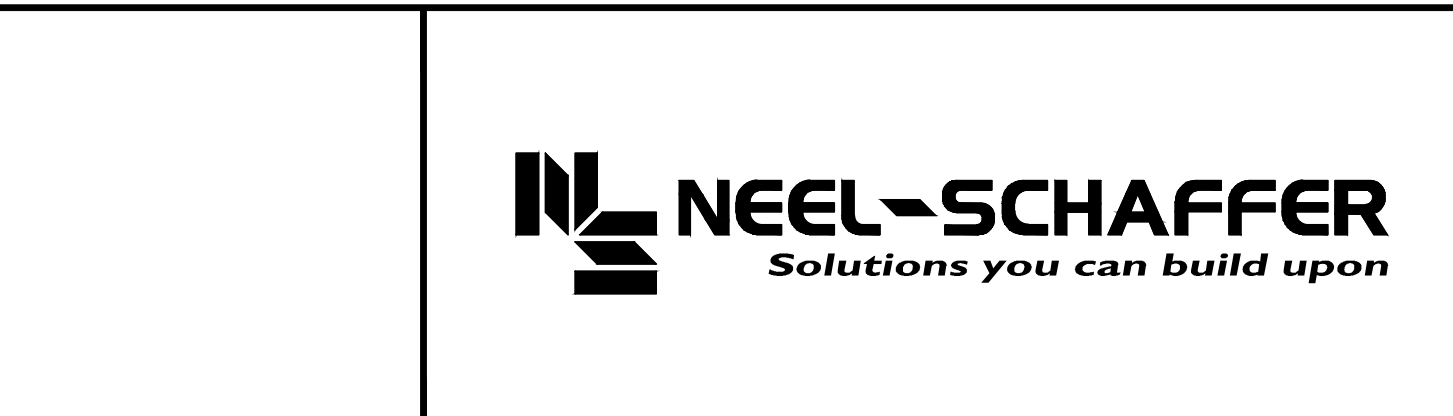
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NOTICE TO DRAWING HOLDER
NEEL-SCHAFFER, INC., HERINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

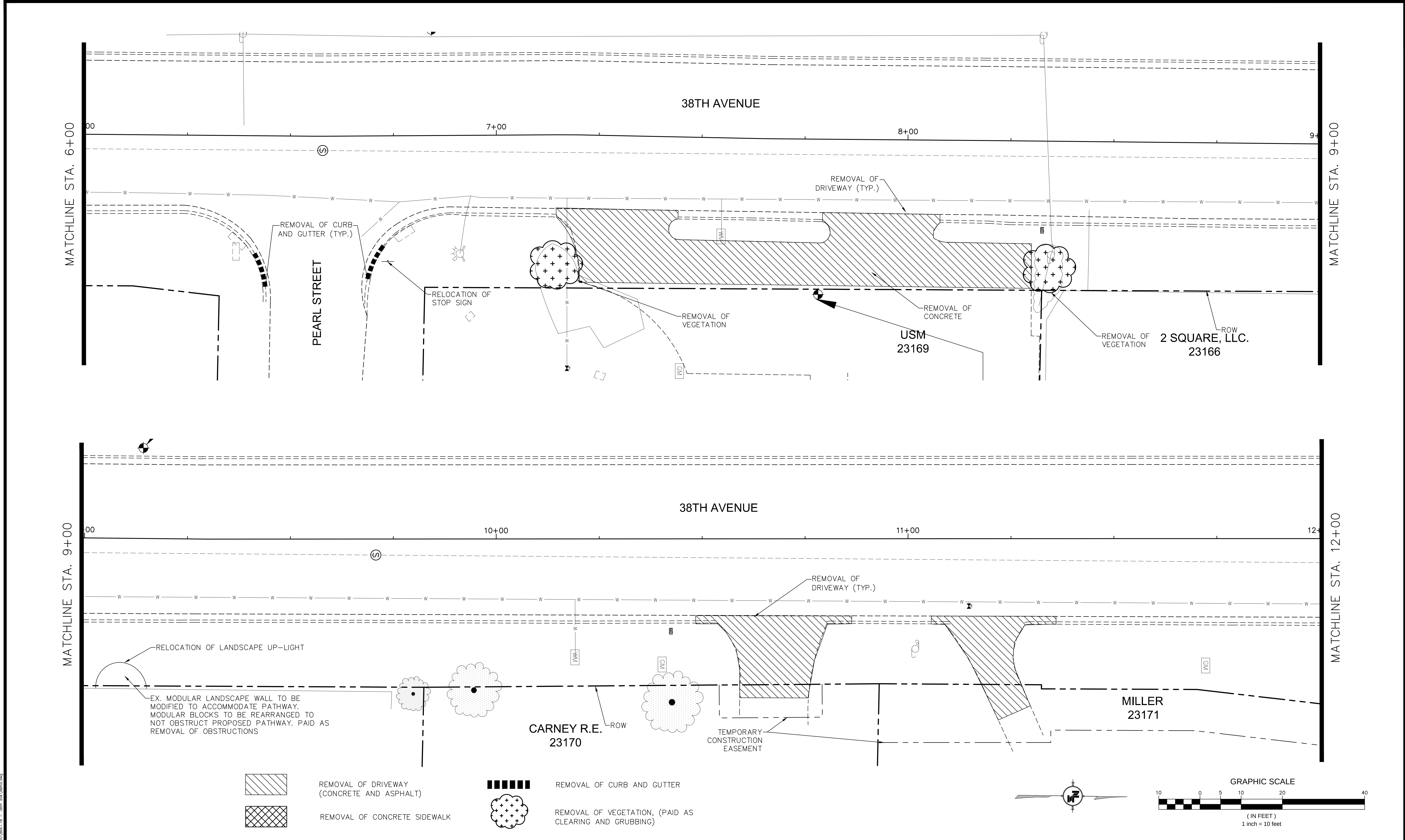
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				CHKD:	DATE:
				QA/QC:	DATE:

38TH AVENUE PATHWAY

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



EXISTING CONDITIONS & DEMOLITION PLAN 38TH AVENUE STA 0+00 TO STA 6+00	
WORKING NUMBER: DEMO-1	DRAWING NUMBER: 6



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REVISIONS				DRAWING INFORMATION	
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38TH AVENUE PATHWAY

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

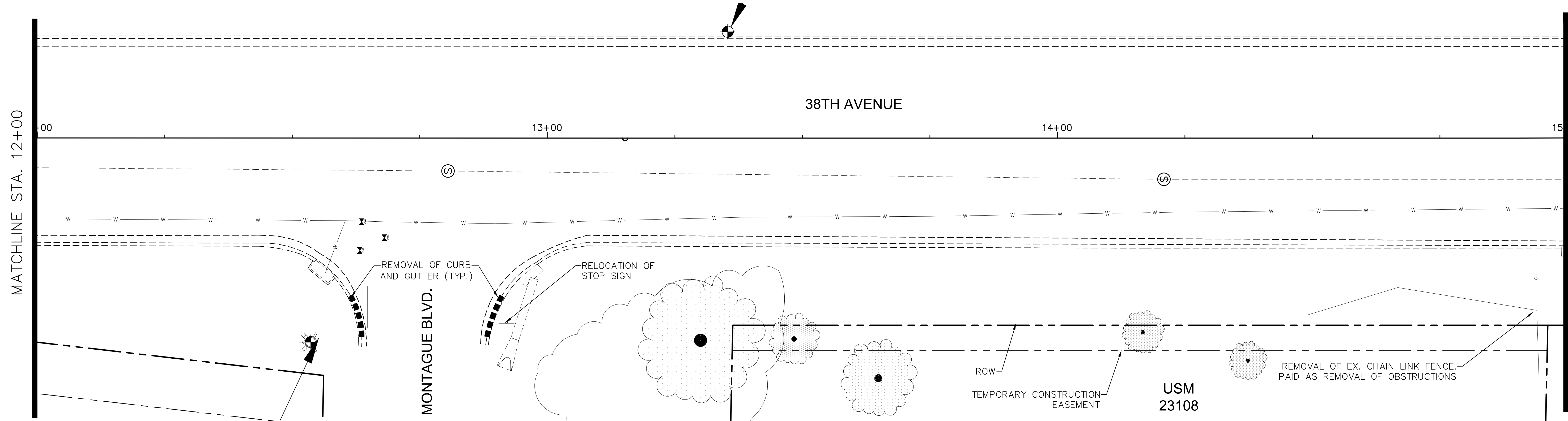
**NEEL-SCHAFER**

Solutions you can build upon

EXISTING CONDITIONS & DEMOLITION PLAN 38TH AVENUE STA 6+00 TO STA 12+00	
WORKING NUMBER:	DRAWING NUMBER:
DEMO-2	7

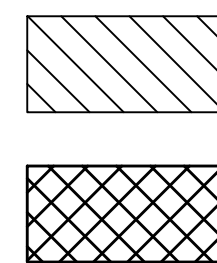
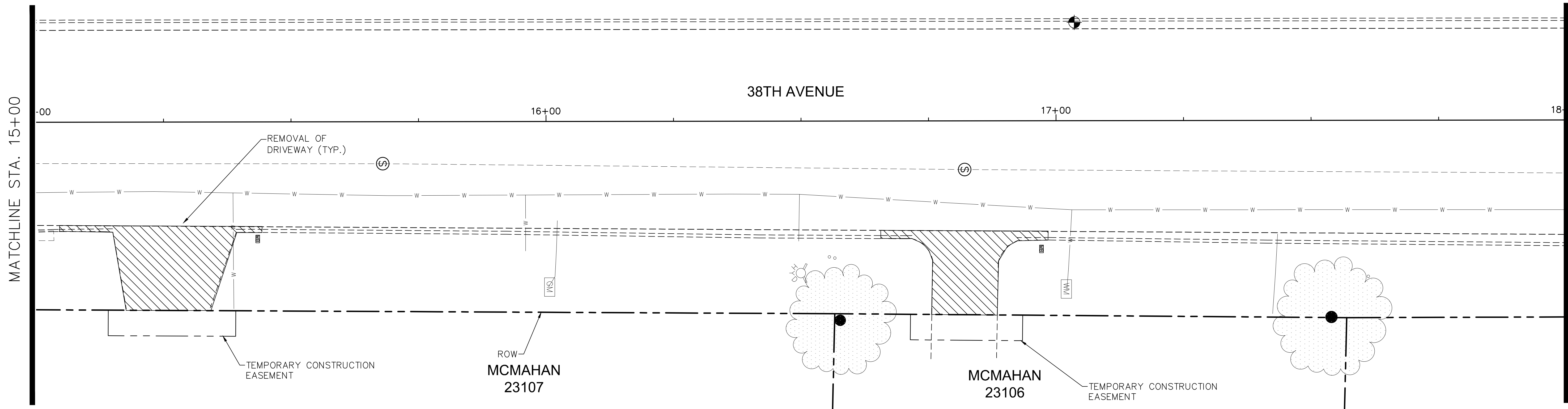
MATCHLINE STA. 12+00

MATCHLINE STA. 15+00



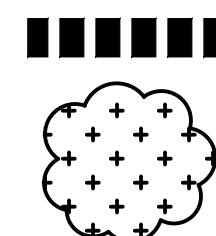
MATCHLINE STA. 15+00

MATCHLINE STA. 18+00



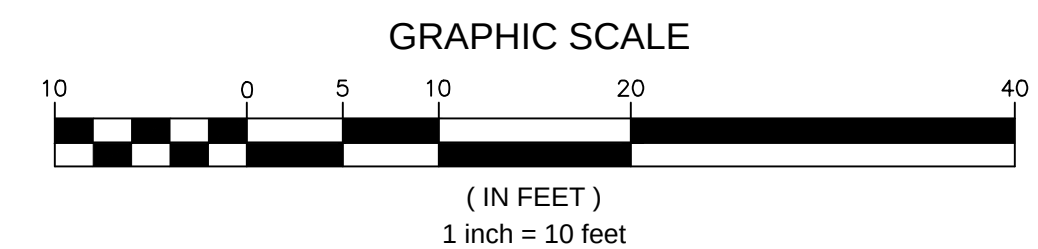
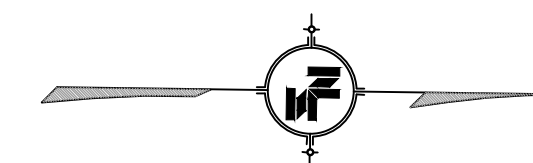
REMOVAL OF DRIVEWAY
(CONCRETE AND ASPHALT)

REMOVAL OF CONCRETE SIDEWALK



REMOVAL OF CURB AND GUTTER

REMOVAL OF VEGETATION, (PAID AS
CLEARING AND GRUBBING)



NOTICE TO DRAWING HOLDER

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38TH AVENUE PATHWAY

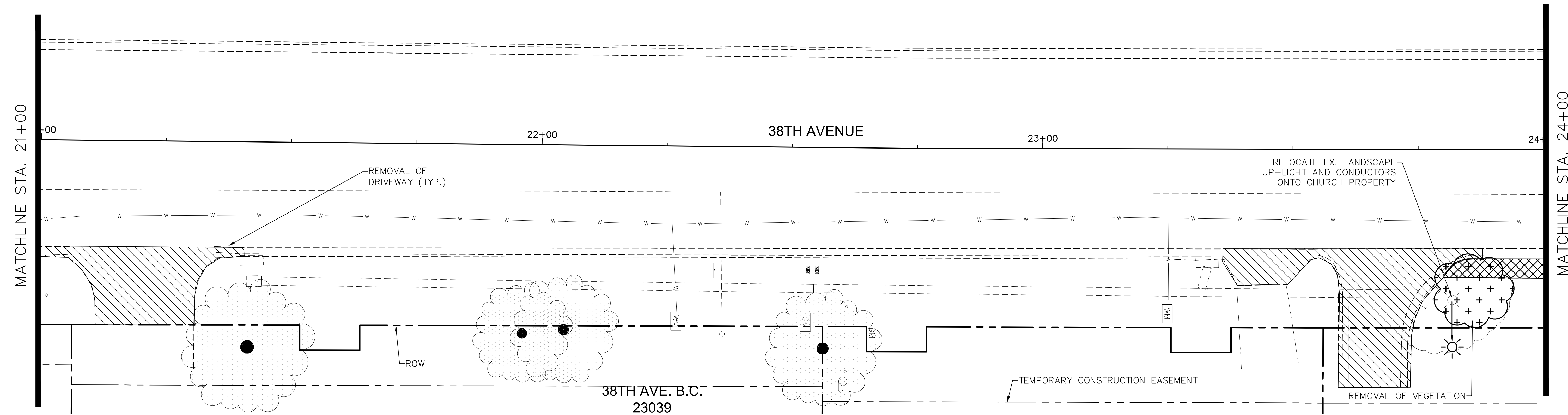
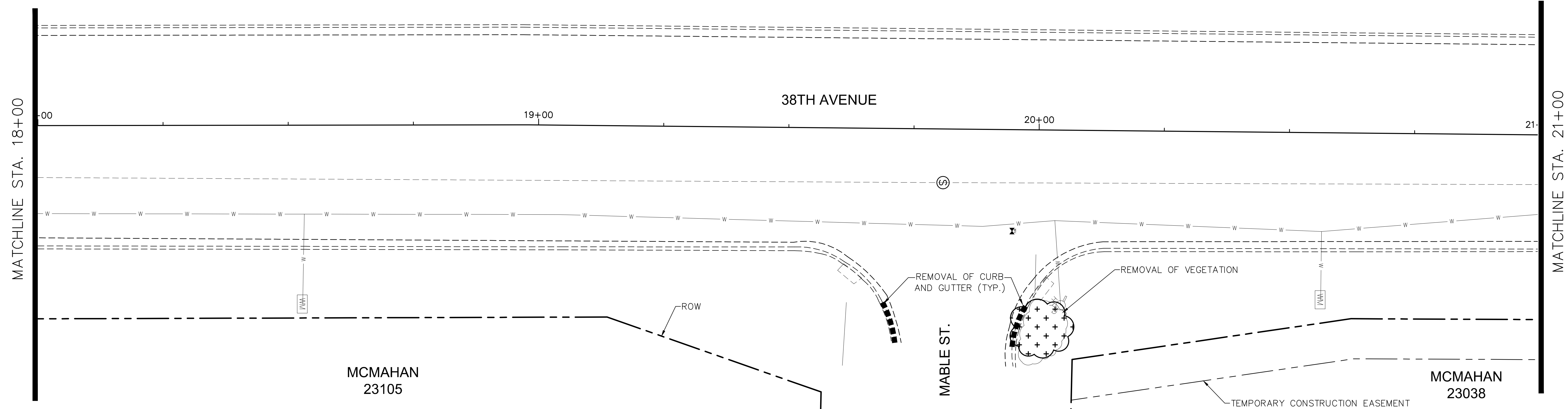
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

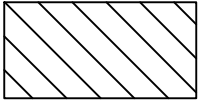


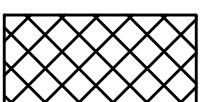
EXISTING CONDITIONS &
DEMOLITION PLAN 38TH AVENUE
STA 12+00 TO STA 18+00

WORKING NUMBER:
DEMO-3

DRAWING NUMBER:
8



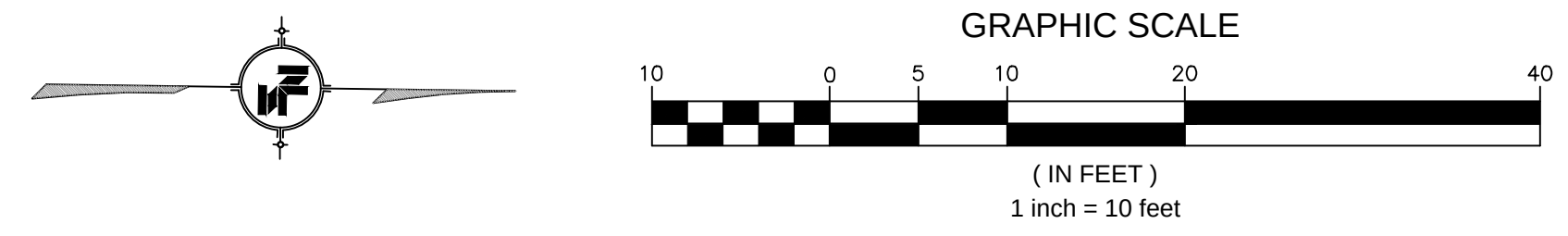
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REMOVAL OF DRIVEWAY
(CONCRETE AND ASPHALT)
- 

REMOVAL OF CONCRETE SIDEWALK
- 

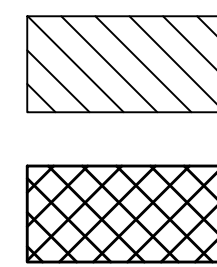
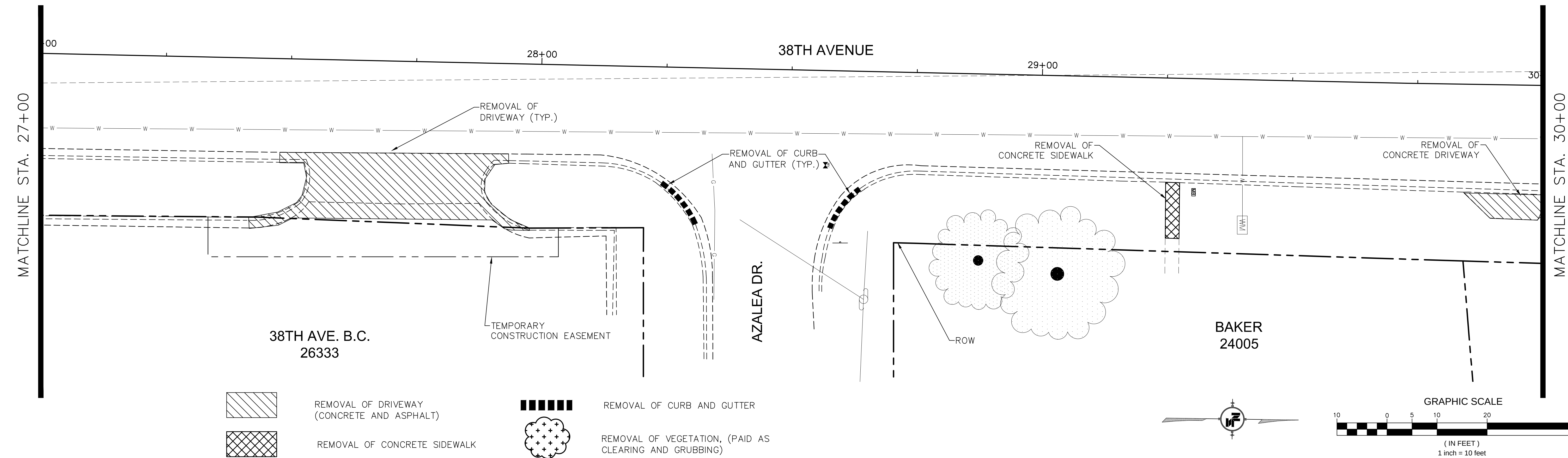
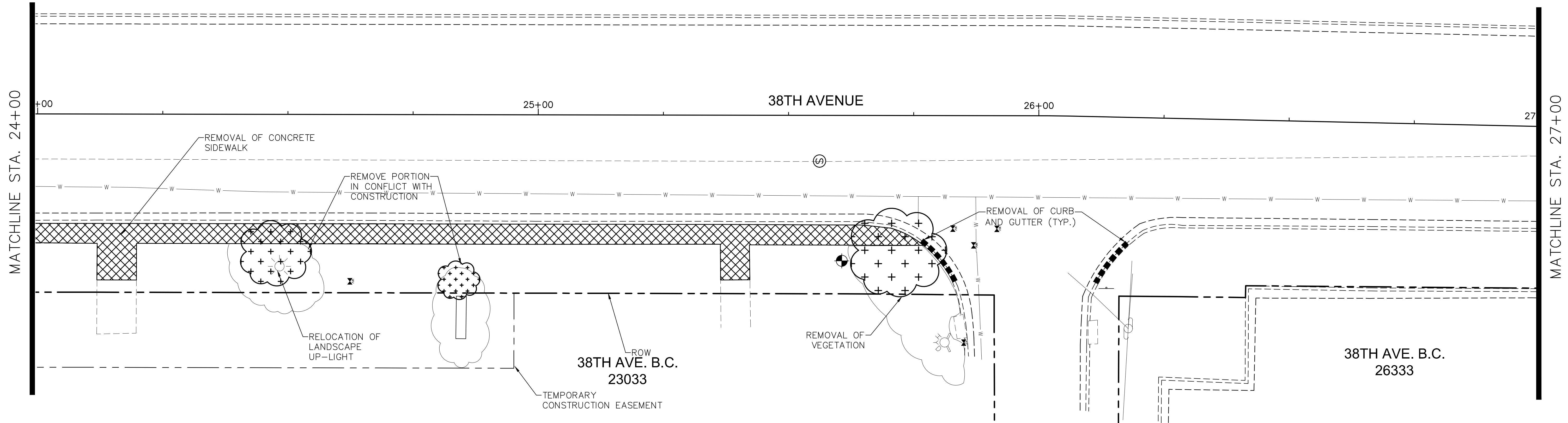
REMOVAL OF CURB AND GUTTER
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REMOVAL OF VEGETATION, (PAID AS
CLEARING AND GRUBBING)

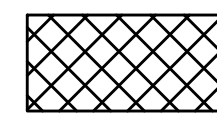


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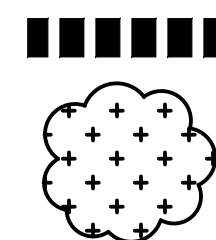
NOTICE TO DRAWING HOLDER NEEL-SCHAFER, INC., HERINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		38TH AVENUE PATHWAY CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY		EXISTING CONDITIONS & DEMOLITION PLAN 38TH AVENUE STA 18+00 TO STA 24+00	
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					CHKD:	DATE:			
					QA/QC:	DATE:			



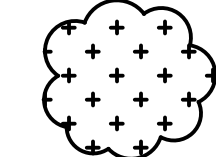
REMOVAL OF DRIVEWAY
(CONCRETE AND ASPHALT)



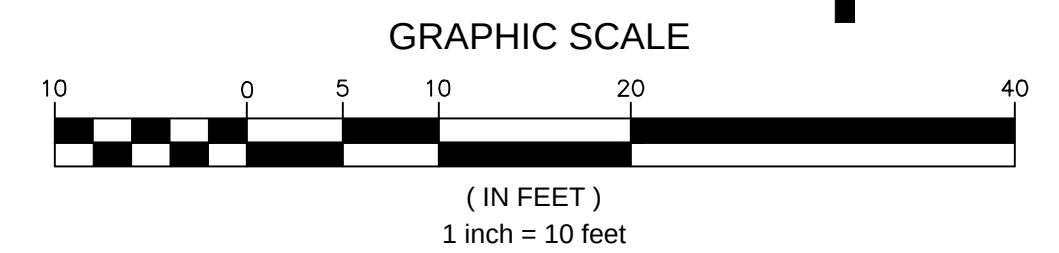
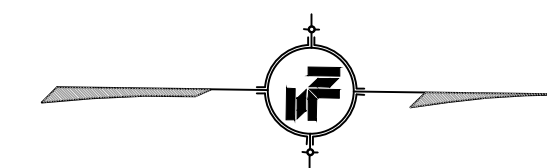
REMOVAL OF CONCRETE SIDEWALK



REMOVAL OF CURB AND GUTTER



REMOVAL OF VEGETATION, (PAID AS
CLEARING AND GRUBBING)



NOTICE TO DRAWING HOLDER

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REVISIONS				DRAWING INFORMATION	
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38TH AVENUE PATHWAY

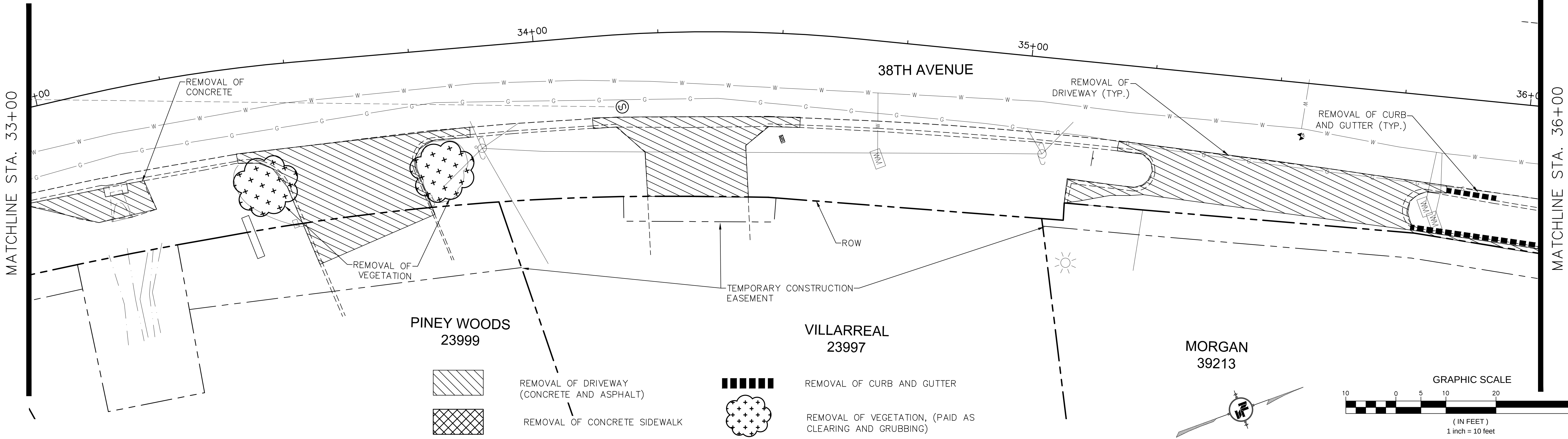
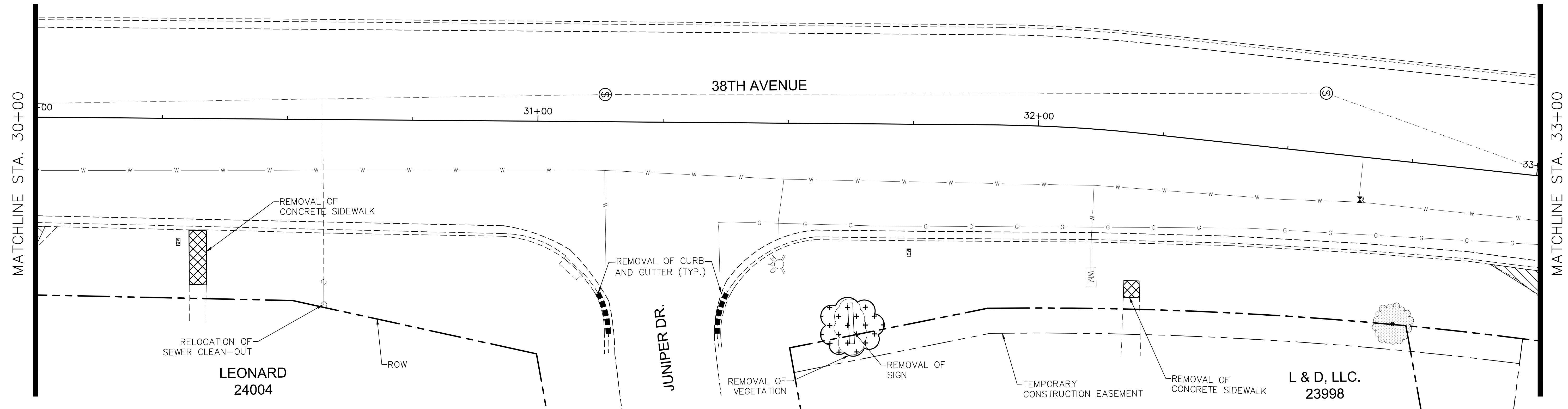
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



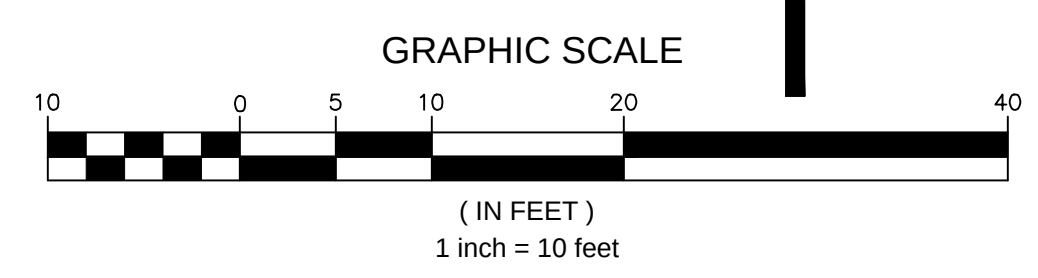
EXISTING CONDITIONS &
DEMOLITION PLAN 38TH AVENUE
STA 24+00 TO STA 30+00

WORKING NUMBER:
DEMO-5

DRAWING NUMBER:
10



- REMOVAL OF DRIVEWAY (CONCRETE AND ASPHALT)
- REMOVAL OF CONCRETE SIDEWALK
- REMOVAL OF CURB AND GUTTER
- REMOVAL OF VEGETATION, (PAID AS CLEARING AND GRUBBING)



NOTICE TO DRAWING HOLDER

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REVISIONS				DRAWING INFORMATION	
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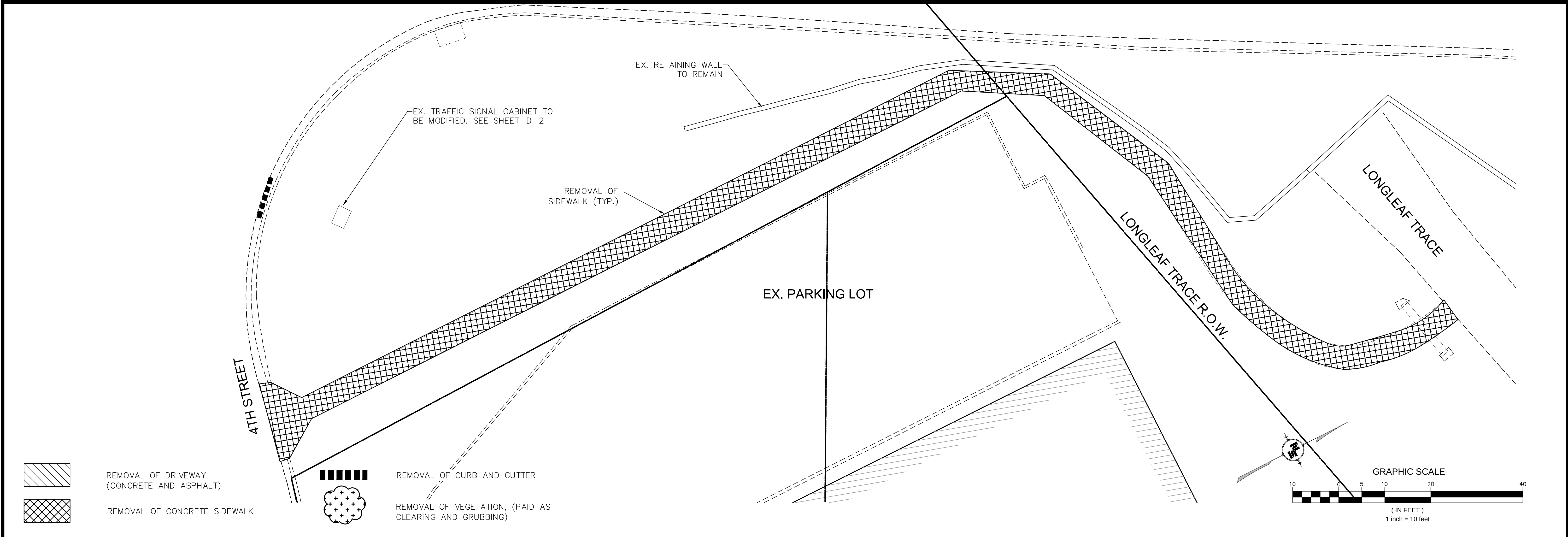
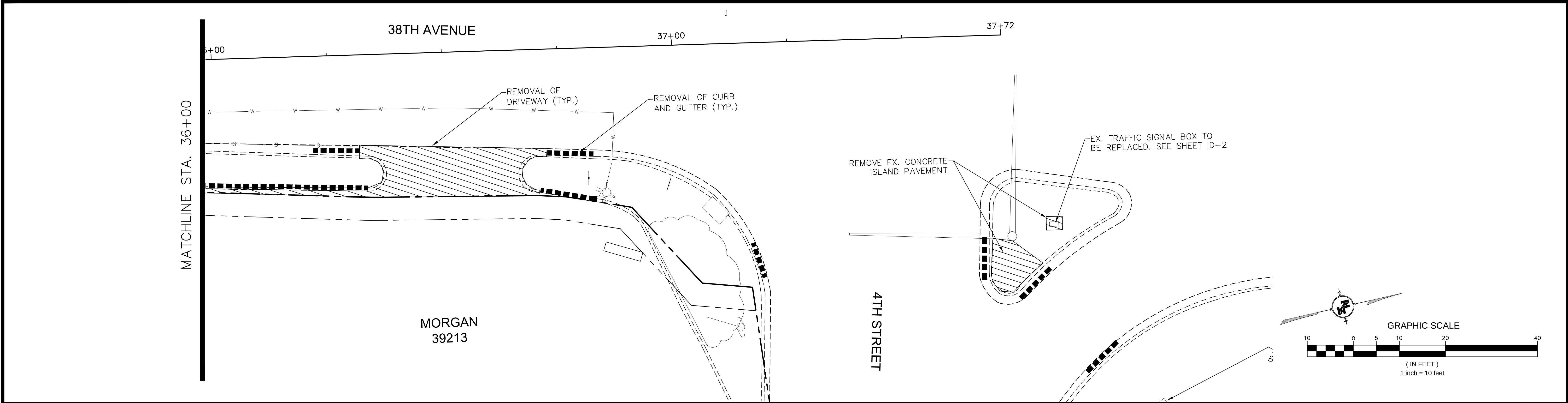
38TH AVENUE PATHWAY

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

NEEL-SCHAFER
Solutions you can build upon

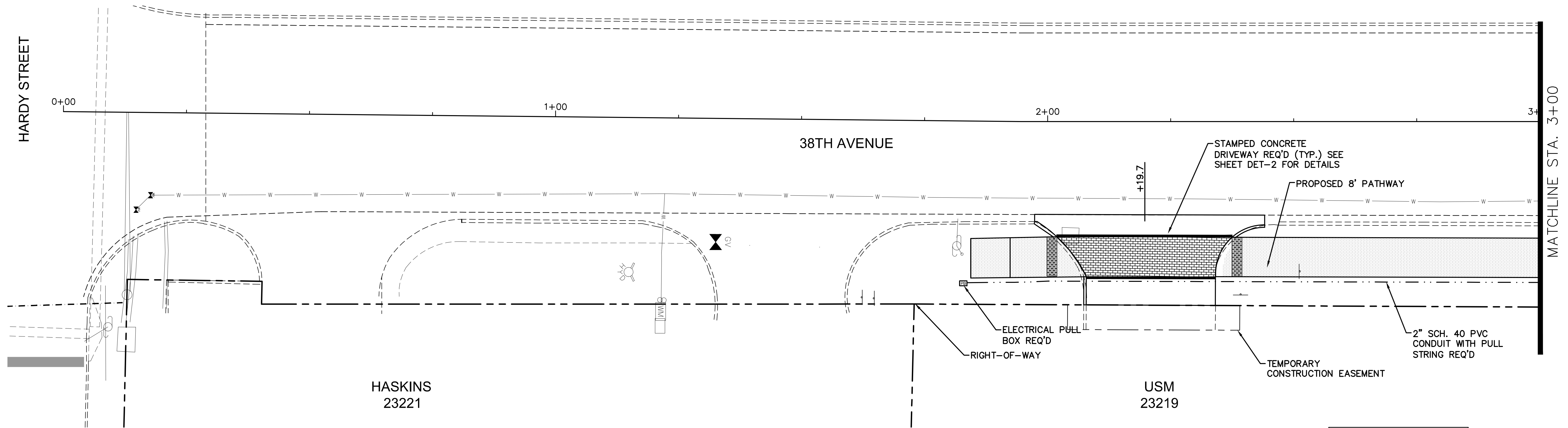
EXISTING CONDITIONS & DEMOLITION PLAN 38TH AVENUE STA 30+00 TO STA 36+00	
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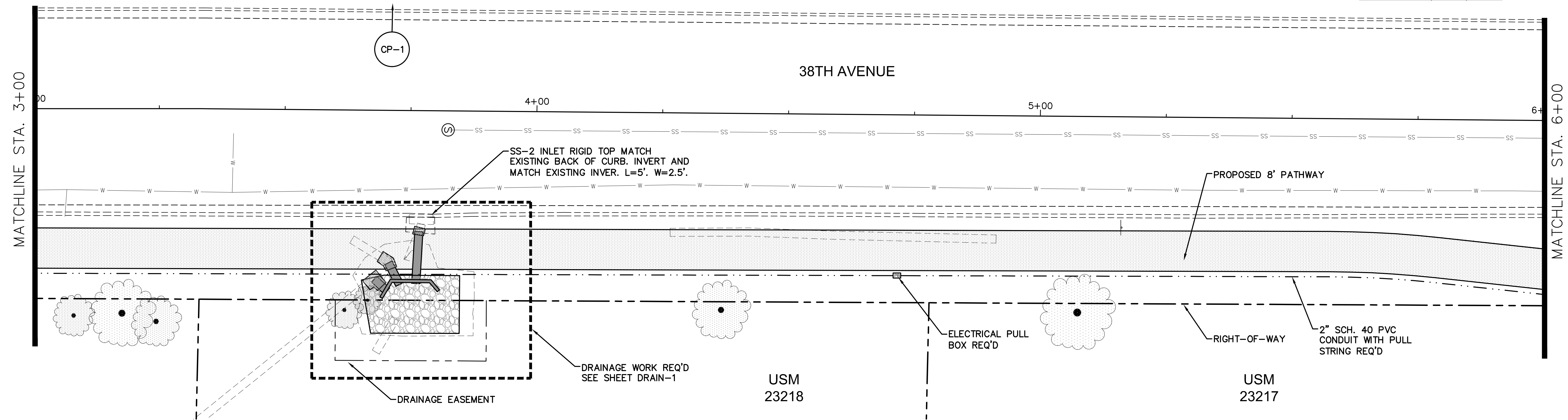


NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS				DRAWING INFORMATION				38TH AVENUE PATHWAY CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY	 NEEL-SCHAFFER <i>Solutions you can build upon</i>	EXISTING CONDITIONS & DEMOLITION PLAN 38TH AVENUE STA 36+00 TO LONGLEAF TRACE	
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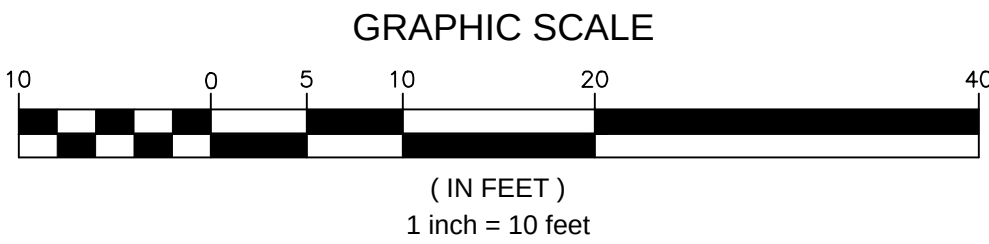
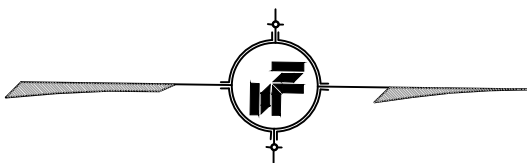
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ELEV	: 222.928'
NORTHING	: 664486.4480
EASTING	: 824287.956
DESC	: NAIL (TP 1052)



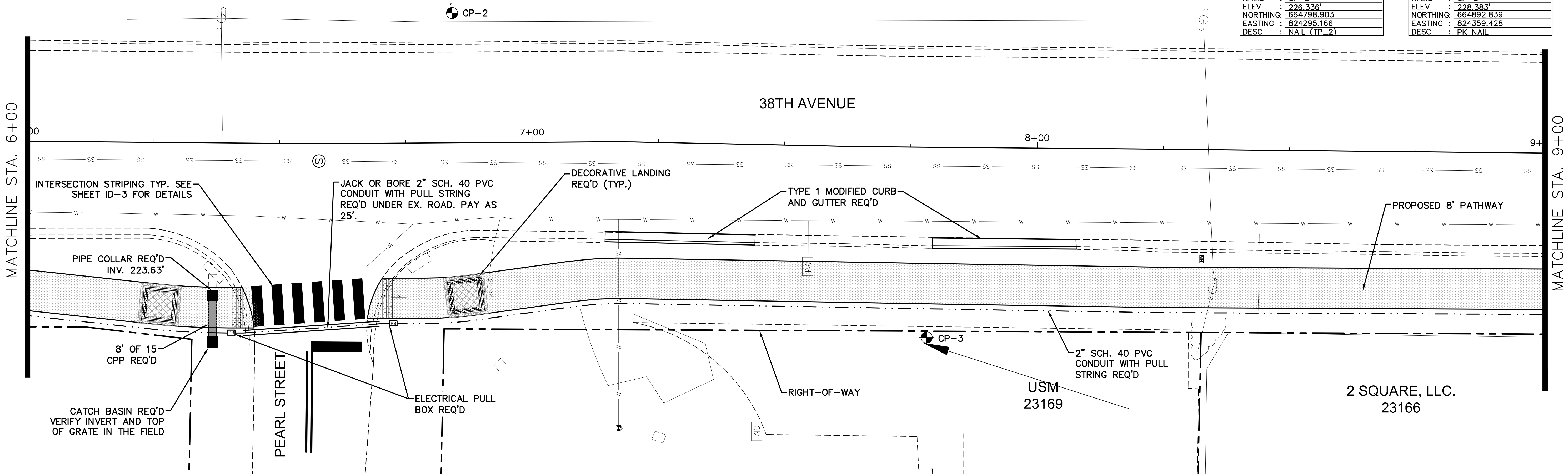
- NOTES:
- SEE SHEET ID-2 FOR DETAILS FOR SIDEWALK RAMPS AND DETECTABLE WARNINGS.
 - ALL WATER VALVES/METERS TO BE ADJUSTED TO FINISHED GRADE. WATER VALVES/METERS ADJUSTED TO MORE THAN $\frac{3}{4}$ " OF FINISHED GRADE WILL NOT BE ACCEPTED AND WILL BE REPAIRED AT THE CONTRACTORS OWN EXPENSE.



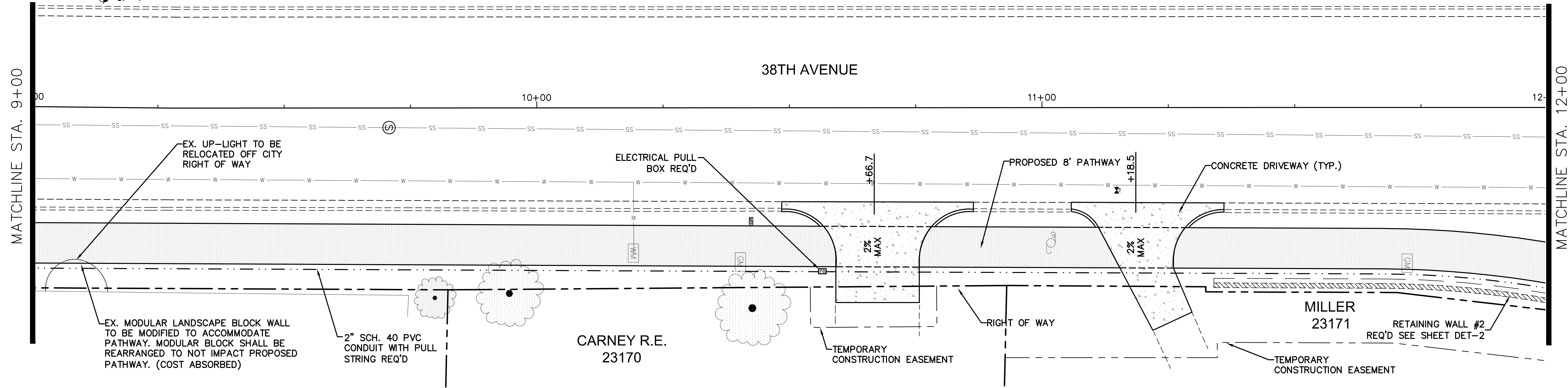
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					DSGN: MWE DATE: 01/2019	CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY		WORKING NUMBER: PP-1	
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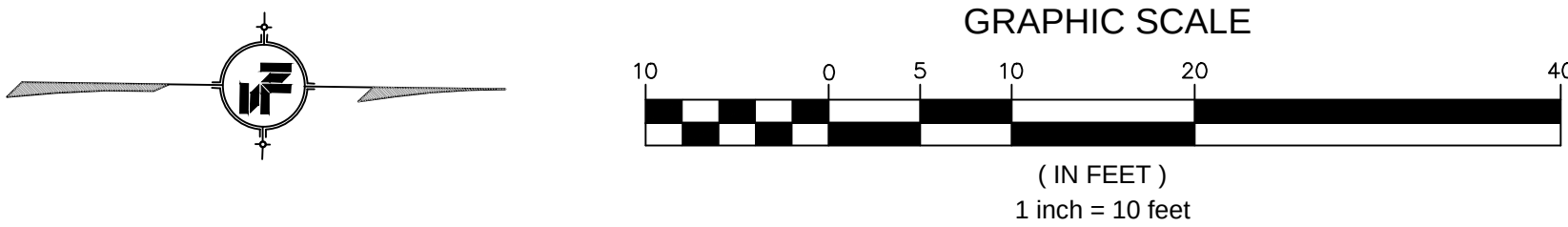
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ELEV	: 226.336'	ELEV	: 228.383'
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EASTING	: 824295.166	EASTING	: 824359.428
DESC	: NAIL (TP_2)	DESC	: PK NAIL



NAME	: CP-4
ELEV	: 230.796'
NORTHING	: 665028.983
EASTING	: 824301.079
DESC	: NAIL (TP_1055)



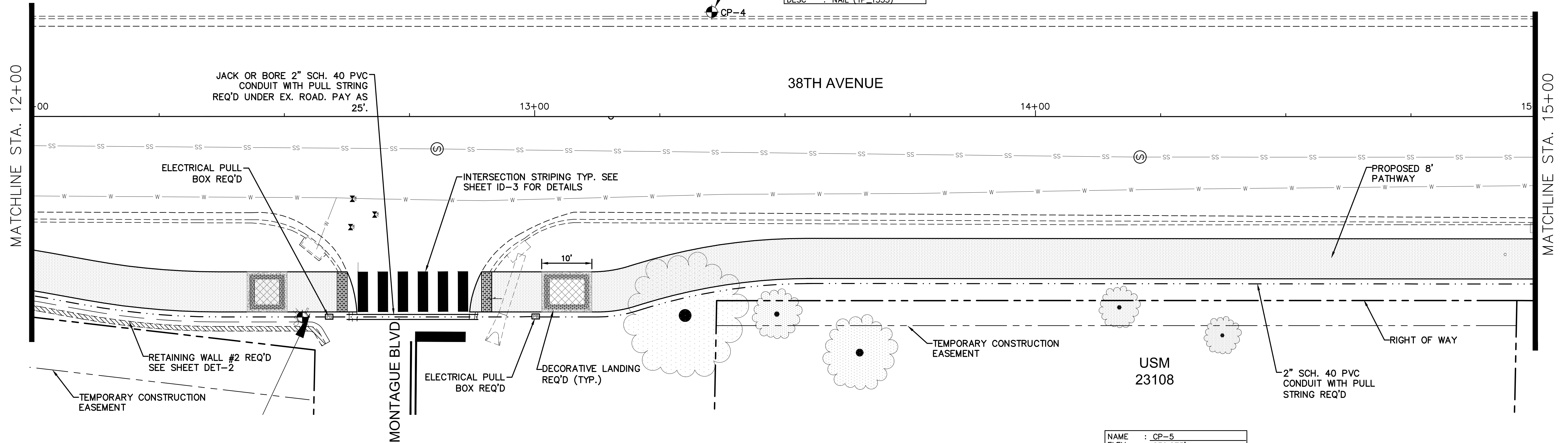
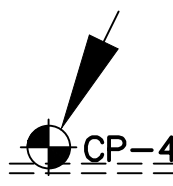
- NOTES:
- SEE SHEET ID-2 FOR DETAILS FOR SIDEWALK RAMPS AND DETECTABLE WARNINGS.
 - ALL WATER VALVES/METERS TO BE ADJUSTED TO FINISHED GRADE. WATER VALVES/METERS ADJUSTED TO MORE THAN $\frac{3}{8}$ " OF FINISHED GRADE WILL NOT BE ACCEPTED AND WILL BE REPAIRED AT THE CONTRACTORS OWN EXPENSE.



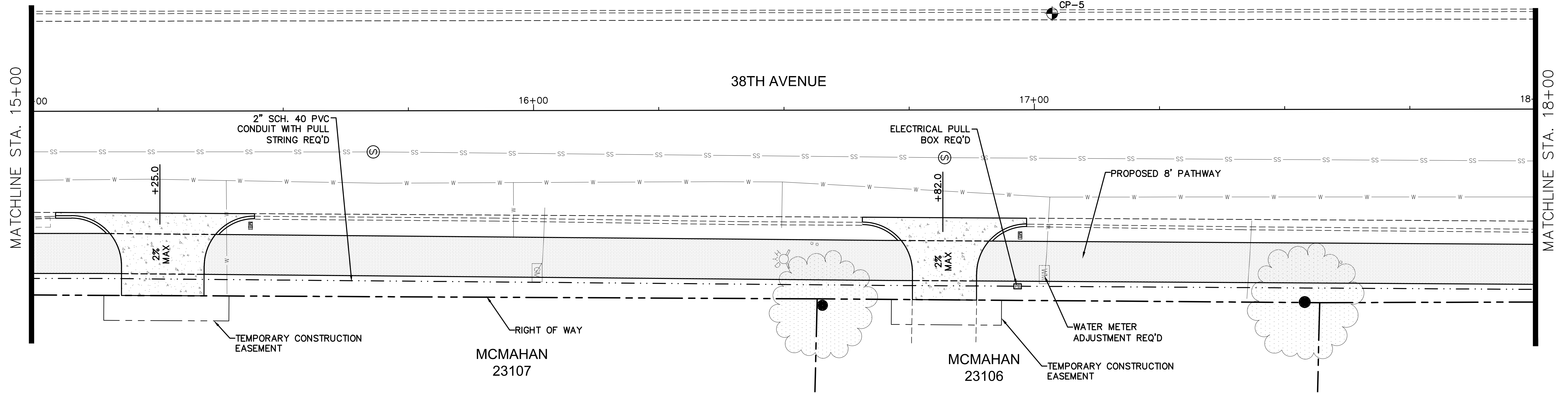
1/16/2018 11:50 AM C:\Users\neel\OneDrive\Documents\Projects\8667-18-33\8667-18-33.dwg

NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE USER'S SOLE RISK AND THE USER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS				DRAWING INFORMATION			
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8667-18-33			
					FILENAME: Layout.dwg			
					SCALE: 1" = 10'			
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					DSGN: MWE	DATE:	01/2019	
					DRWN: WTA	DATE:	01/2019	
					CHKD:	DATE:		
					QA/QC:	DATE:		
					38TH AVENUE PATHWAY			
					CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY			
					 NEEL-SCHAFFER <i>Solutions you can build upon</i>			
					38TH AVENUE STA 6+00 TO 12+00			
					WORKING NUMBER: PP-2		DRAWING NUMBER: 14	

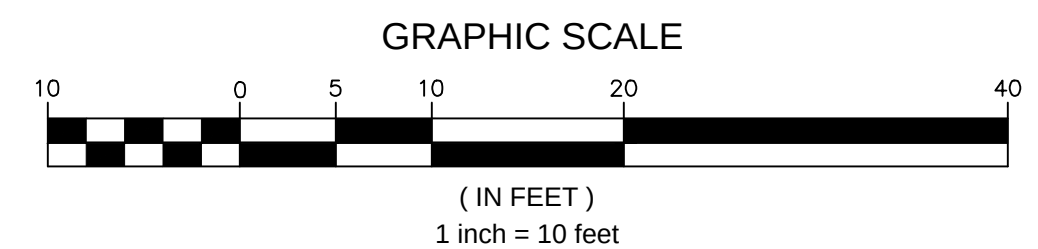
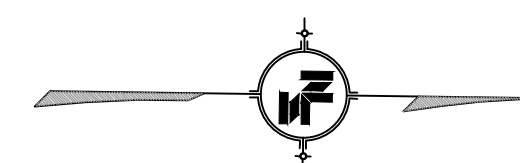
NAME : CP-4
ELEV : 227.754'
NORTHING: 665450.059
EASTING : 824302.224
DESC : NAIL (TP_1333)



NAME : CP-5
ELEV : 236.275'
NORTHING: 665818.252
EASTING : 824303.508
DESC : NAIL (TP_1413)



- NOTES:
- SEE SHEET ID-2 FOR DETAILS FOR SIDEWALK RAMPS AND DETECTABLE WARNINGS.
 - ALL WATER VALVES/METERS TO BE ADJUSTED TO FINISHED GRADE. WATER VALVES/METERS ADJUSTED TO MORE THAN $\frac{1}{4}$ " OF FINISHED GRADE WILL NOT BE ACCEPTED AND WILL BE REPAIRED AT THE CONTRACTORS OWN EXPENSE.



NOTICE TO DRAWING HOLDER

NEEL-SCHAFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS				DRAWING INFORMATION	
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				CHKD:	DATE:
				QA/QC:	DATE:

38TH AVENUE PATHWAY

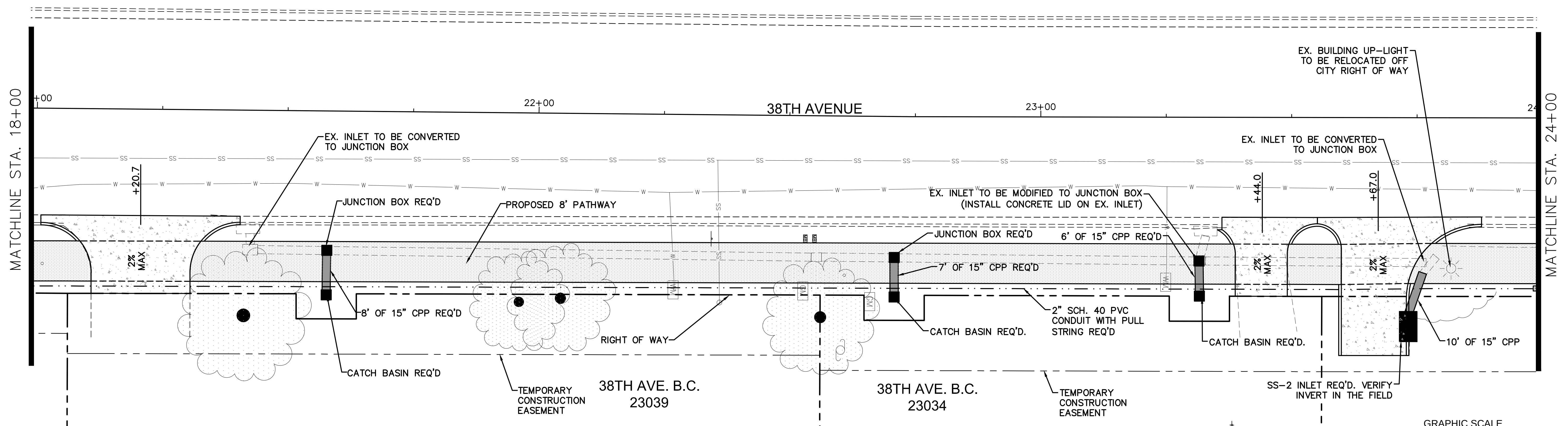
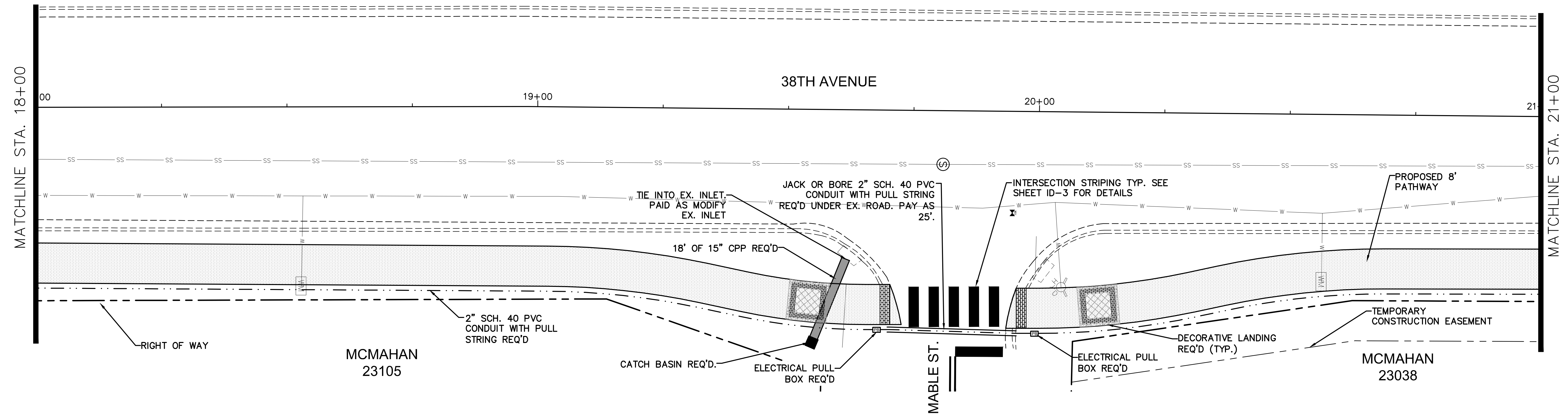
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



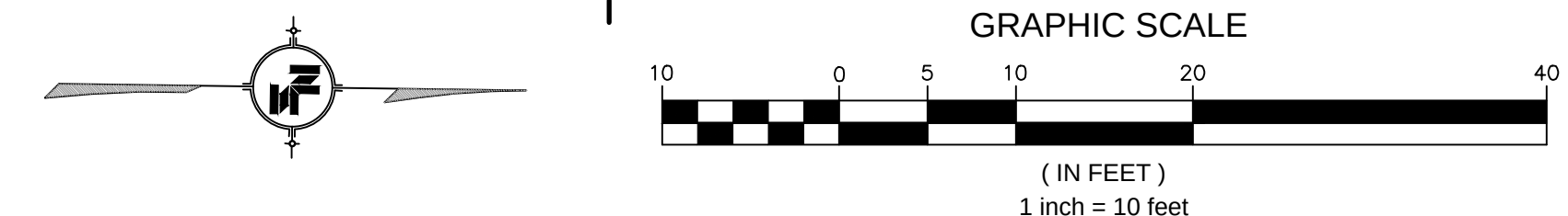
38TH AVENUE
STA 12+00 TO 18+00

WORKING NUMBER:
PP-3

DRAWING NUMBER:
15



NOTES:
 1. SEE SHEET ID-2 FOR DETAILS FOR SIDEWALK RAMPS AND DETECTABLE WARNINGS.
 2. ALL WATER VALVES/METERS TO BE ADJUSTED TO FINISHED GRADE. WATER VALVES/METERS ADJUSTED TO MORE THAN 1/2" OF FINISHED GRADE WILL NOT BE ACCEPTED AND WILL BE REPAIRED AT THE CONTRACTORS OWN EXPENSE.



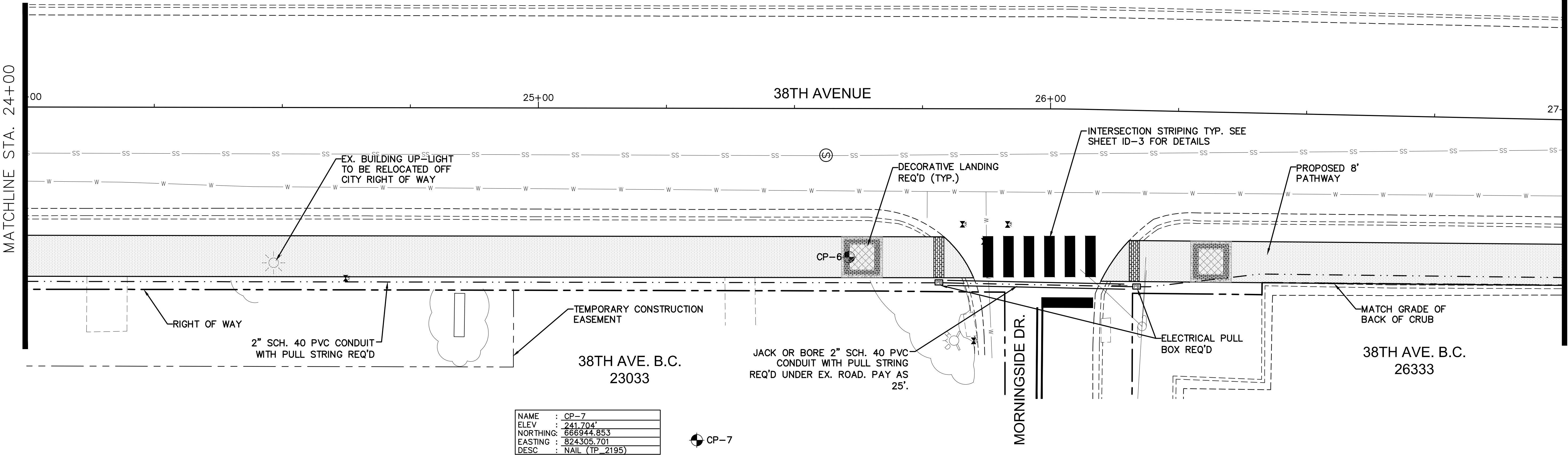
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NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HERINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS				DRAWING INFORMATION		38TH AVENUE PATHWAY CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY		38TH AVENUE STA 18+00 TO 24+00	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8667-18-33					
					FILENAME: Layout.dwg					
					SCALE: 1" = 10'					
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					DSGN: MWE	DATE: 01/2019				
					DRWN: WTA	DATE: 01/2019				
					CHKD:	DATE:				
					QA/QC:	DATE:				

NAME	: CP-6
ELEV	: 239.400'
NORTHING	: 666675.362
EASTING	: 824355.716
DESC	: NAIL (TP_2196)

MATCHLINE STA. 24+00

MATCHLINE STA. 27+00

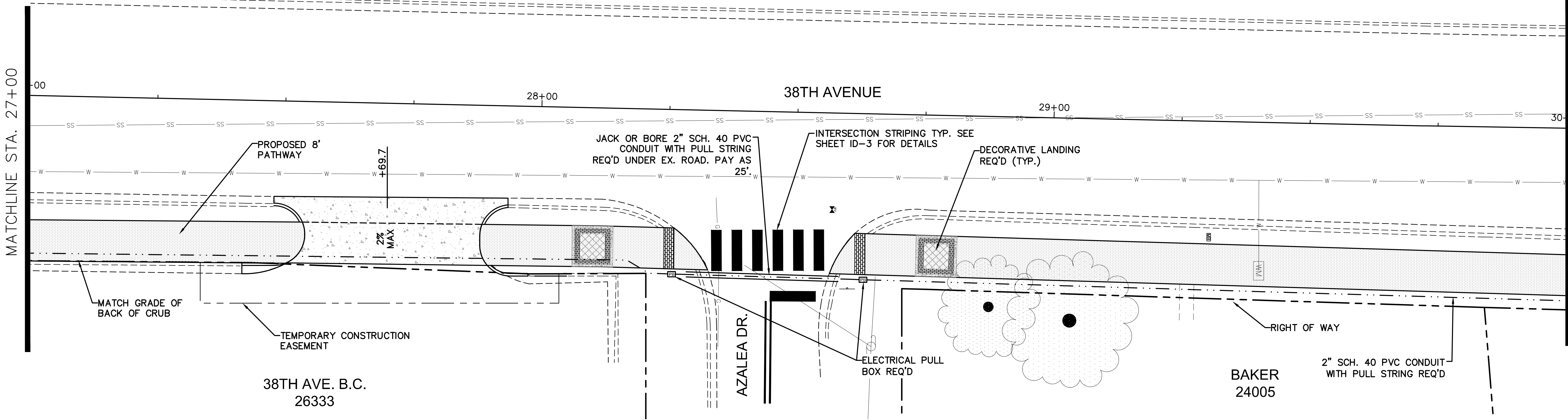


NAME	: CP-7
ELEV	: 241.704'
NORTHING	: 666944.853
EASTING	: 824305.701
DESC	: NAIL (TP_2195)

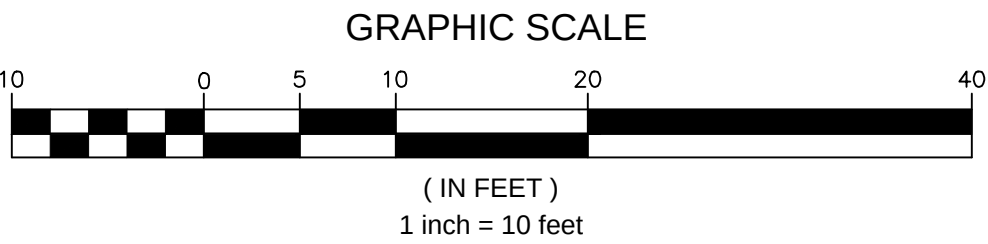
CP-7

MATCHLINE STA. 27+00

MATCHLINE STA. 30+00



- NOTES:
1. SEE SHEET ID-2 FOR DETAILS FOR SIDEWALK RAMPS AND DETECTABLE WARNINGS.
 2. ALL WATER VALVES/METERS TO BE ADJUSTED TO FINISHED GRADE. WATER VALVES/METERS ADJUSTED TO MORE THAN $\frac{1}{8}$ " OF FINISHED GRADE WILL NOT BE ACCEPTED AND WILL BE REPAIRED AT THE CONTRACTORS OWN EXPENSE.



1/14/2019 10:44 AM C:\Users\jg\OneDrive\Documents\38th_ave\Layout.dwg

NOTICE TO DRAWING HOLDER

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REVISIONS				DRAWING INFORMATION	
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				DRWN: WTA	DATE: 01/2019
				CHKD:	DATE:
				QA/QC:	DATE:

38TH AVENUE PATHWAY

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



38TH AVENUE
STA 24+00 TO 30+00

WORKING NUMBER:
PP-5

DRAWING NUMBER:
17

MATCHLINE STA. 30+00

MATCHLINE STA. 33+00

MATCHLINE STA. 33+00

MATCHLINE STA. 36+00

38TH AVENUE

38TH AVENUE

LEONARD
24004

L & D, LLC.
23998

PINEY WOODS
23999

VILLARREAL
23997

MORGAN
39213

- NOTES:
1. SEE SHEET ID-2 FOR DETAILS FOR SIDEWALK RAMPS AND DETECTABLE WARNINGS.
 2. ALL WATER VALVES/METERS TO BE ADJUSTED TO FINISHED GRADE. WATER VALVES/METERS ADJUSTED TO MORE THAN $\frac{1}{2}$ " OF FINISHED GRADE WILL NOT BE ACCEPTED AND WILL BE REPAIRED AT THE CONTRACTORS OWN EXPENSE.

NAME	: CP-8
ELEV	: 238.999'
NORTHING	: 667617.991
EASTING	: 824375.947
DESC	: NAIL (TP 2194)

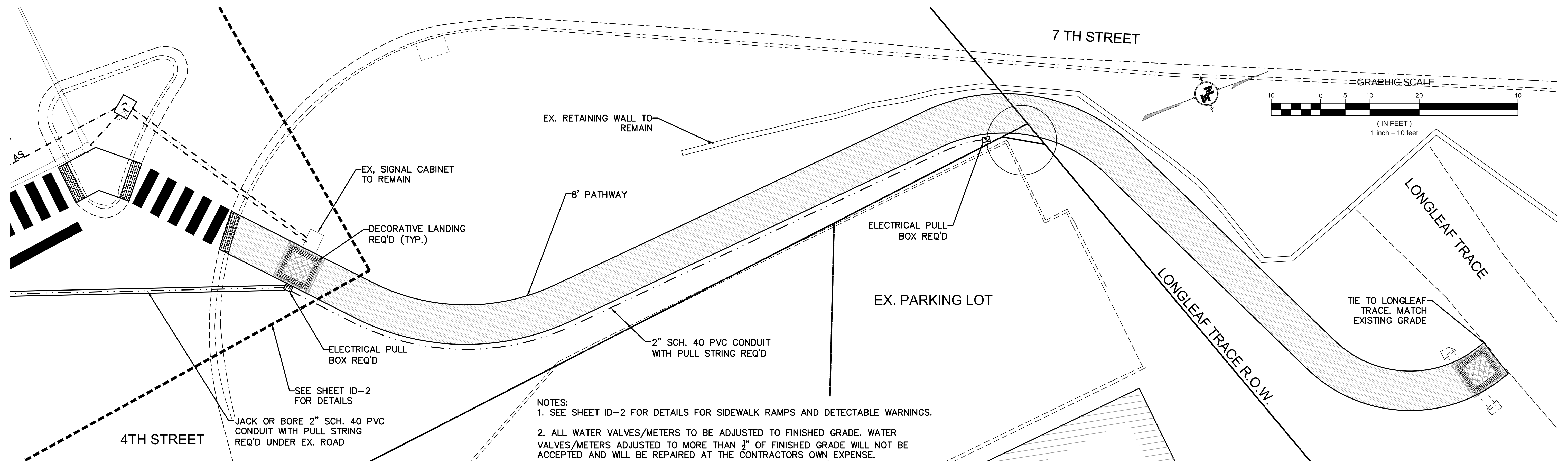
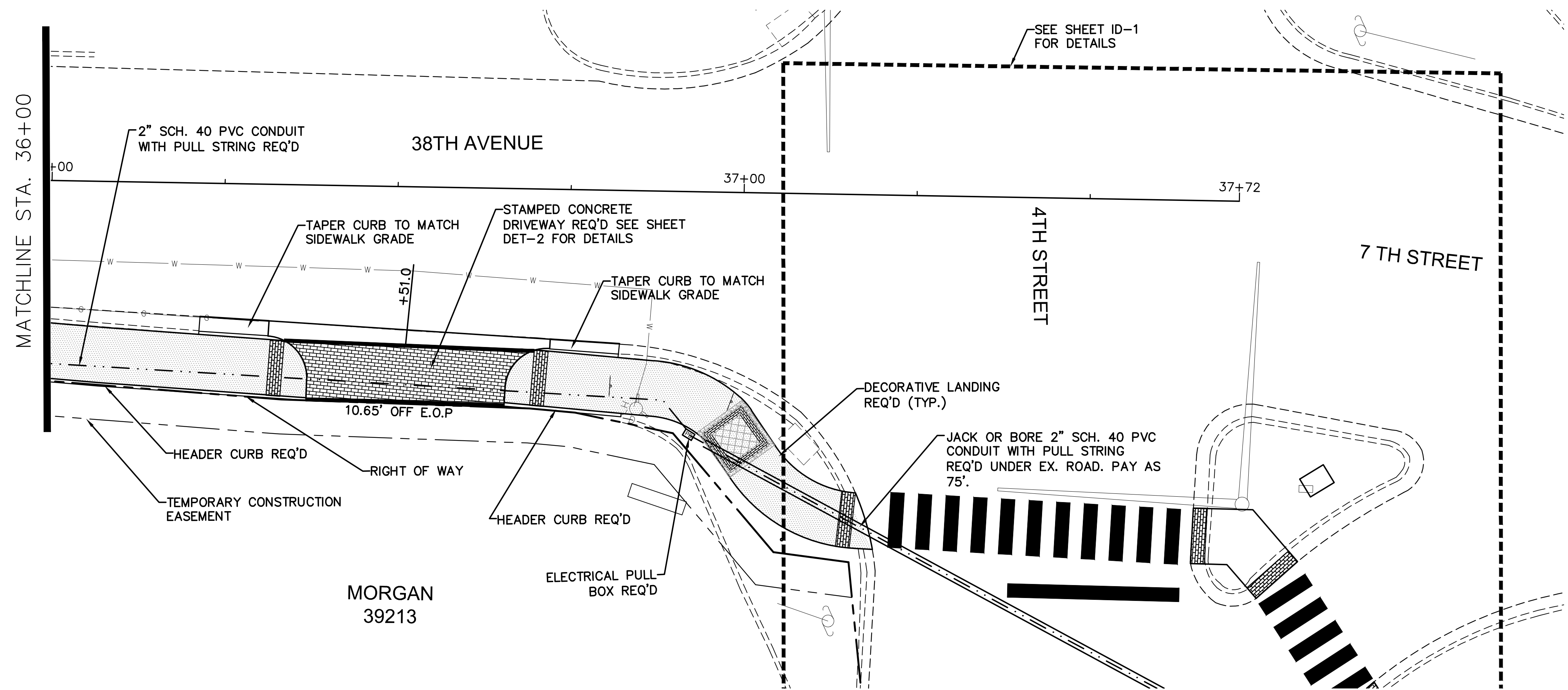


38TH AVENUE
STA 30+00 TO 36+00

WORKING NUMBER:
PP-6

DRAWING NUMBER:
18

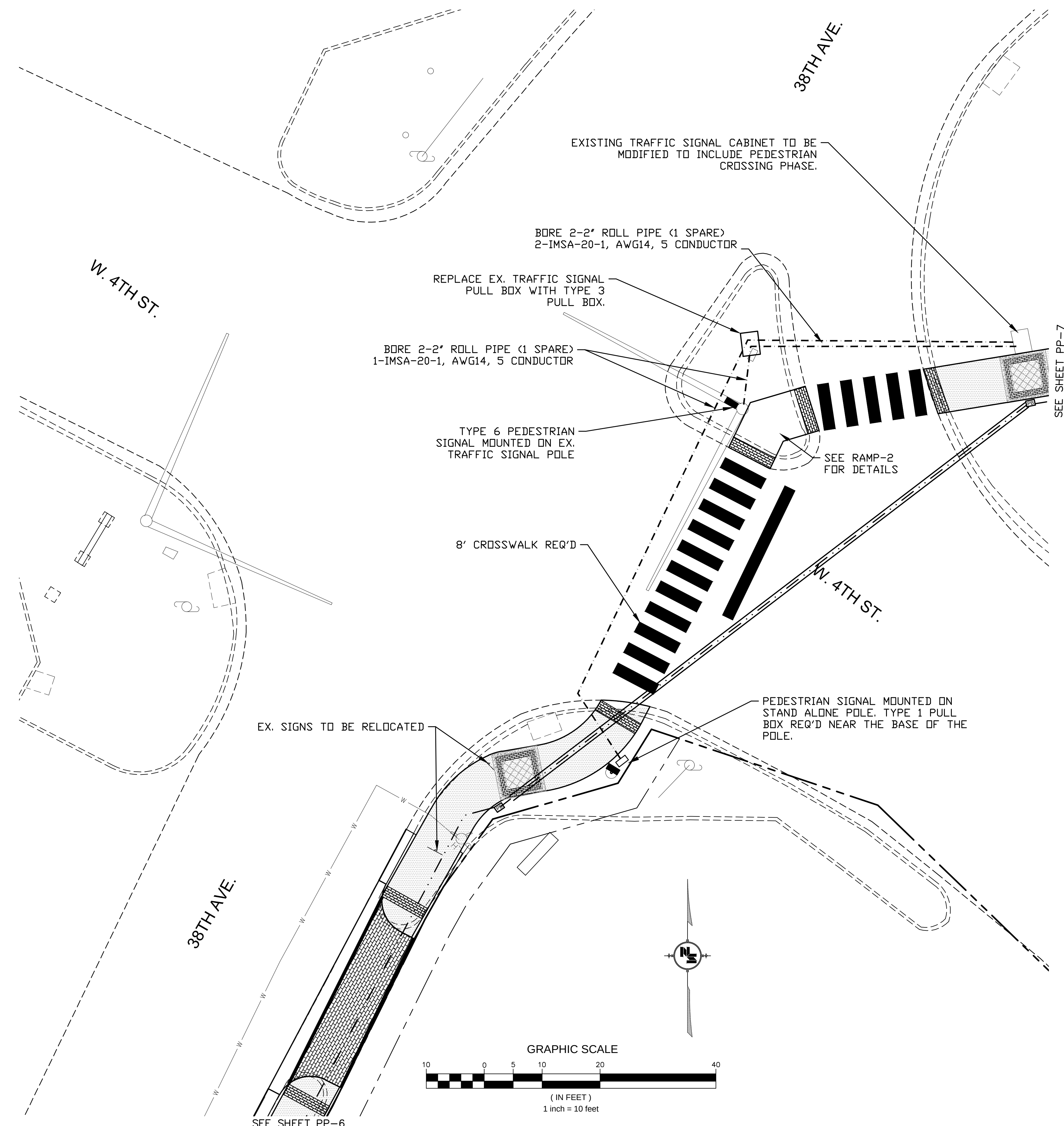
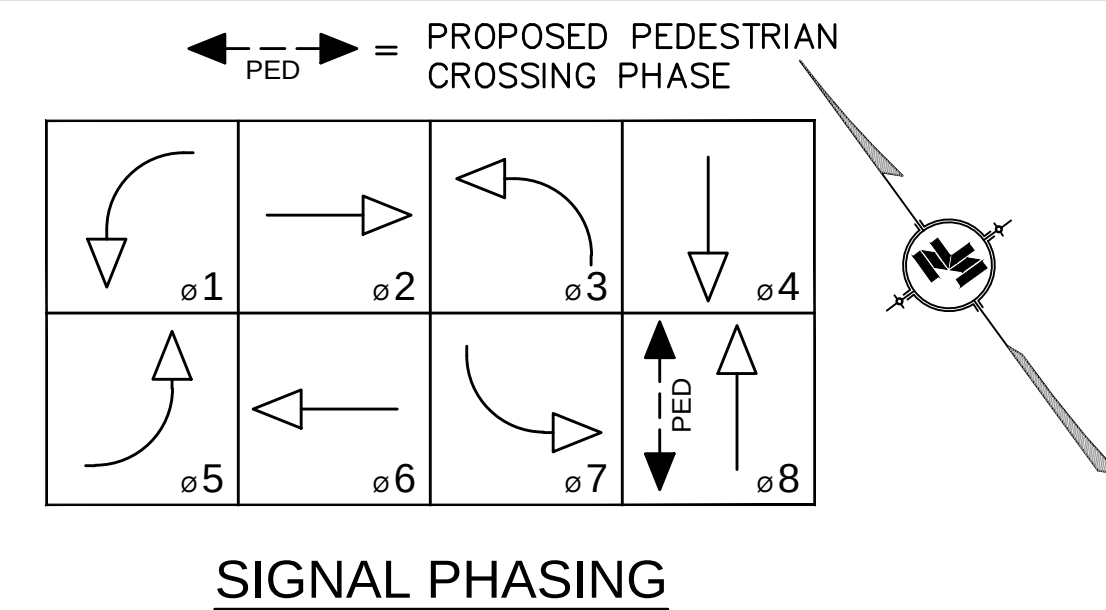
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NOTES:
 1. SEE SHEET ID-2 FOR DETAILS FOR SIDEWALK RAMPS AND DETECTABLE WARNINGS.
 2. ALL WATER VALVES/METERS TO BE ADJUSTED TO FINISHED GRADE. WATER VALVES/METERS ADJUSTED TO MORE THAN 1/2" OF FINISHED GRADE WILL NOT BE ACCEPTED AND WILL BE REPAIRED AT THE CONTRACTORS OWN EXPENSE.

1/14/2019 10:46 AM C:\Users\jg\OneDrive\Documents\38th Avenue.dwg - 38th_ave.dwg

NOTICE TO DRAWING HOLDER NEEL-SCHAFER, INC., HERINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS				DRAWING INFORMATION		38TH AVENUE PATHWAY CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY	 NEEL-SCHAFER Solutions you can build upon	38TH AVENUE STA 36+00 TO LONGLEAF TRACE	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8667-18-33					
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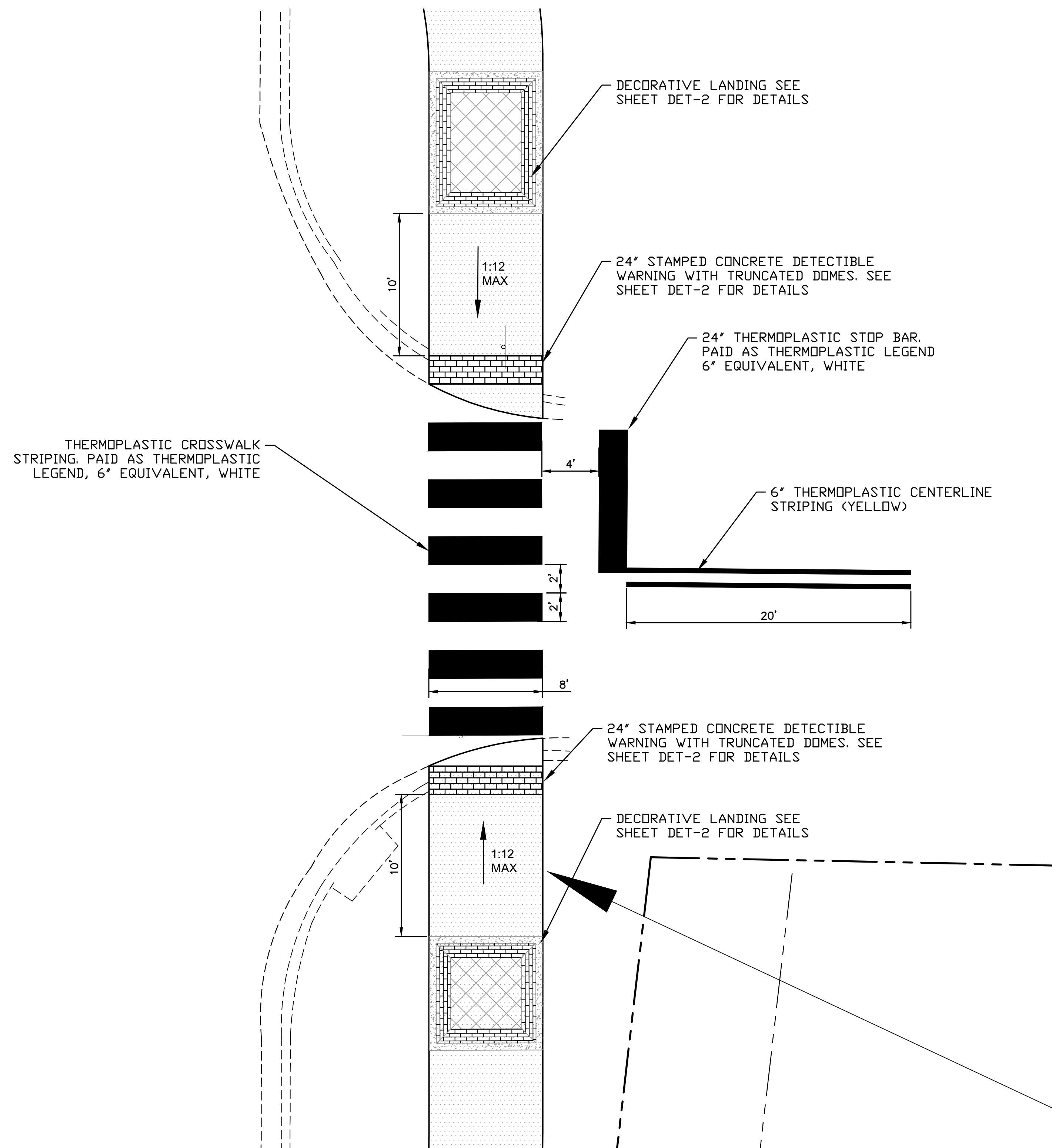


- *** NOTES:
1. SEE SHEETS TSD-1 THROUGH TSD-7 FOR TRAFFIC SIGNAL DETAILS
 2. CONTRACTOR SHALL MODIFY EX. TRAFFIC SIGNAL CONTROLLER TO ACCEPT NEW PEDESTRIAN PHASING. LOAD SWITCH REQ'D TO BE INCLUDED IN CONTROLLER MODIFICATION.

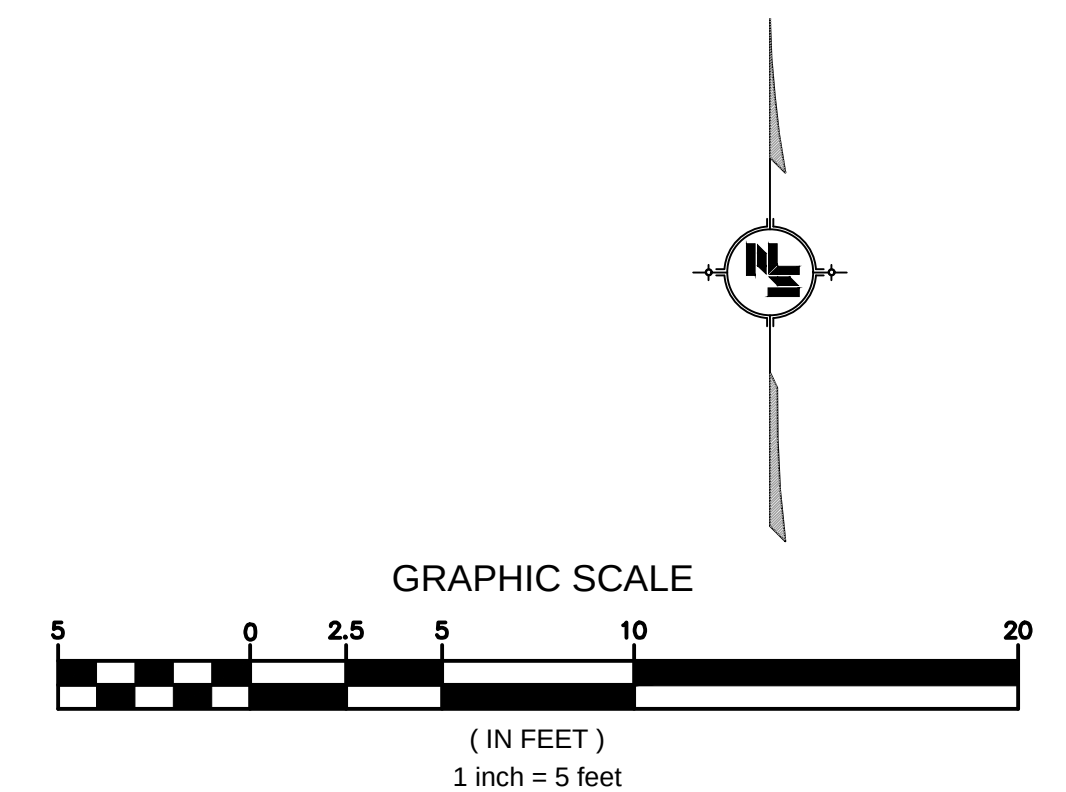
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					DRWN: WTA DATE: 01/2019				
					CHKD: DATE:				
					QA/QC: DATE:				

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TYPICAL INTERSECTION DETAIL



NOTICE TO DRAWING HOLDER

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				DSGN: MWE	DATE: 01/2019
				DRWN: WTA	DATE: 01/2019
				CHKD:	DATE:
				QA/QC:	DATE:

38TH AVENUE PATHWAY

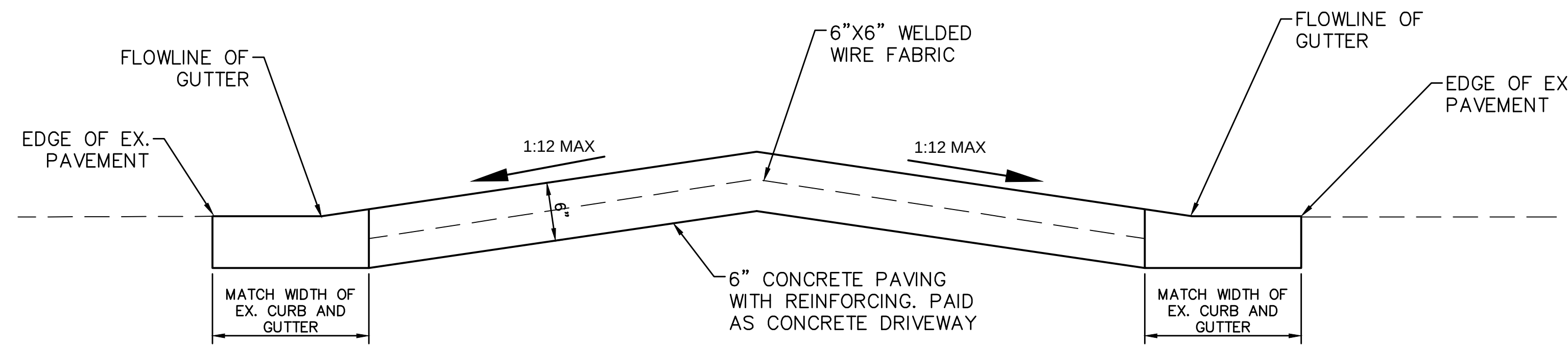
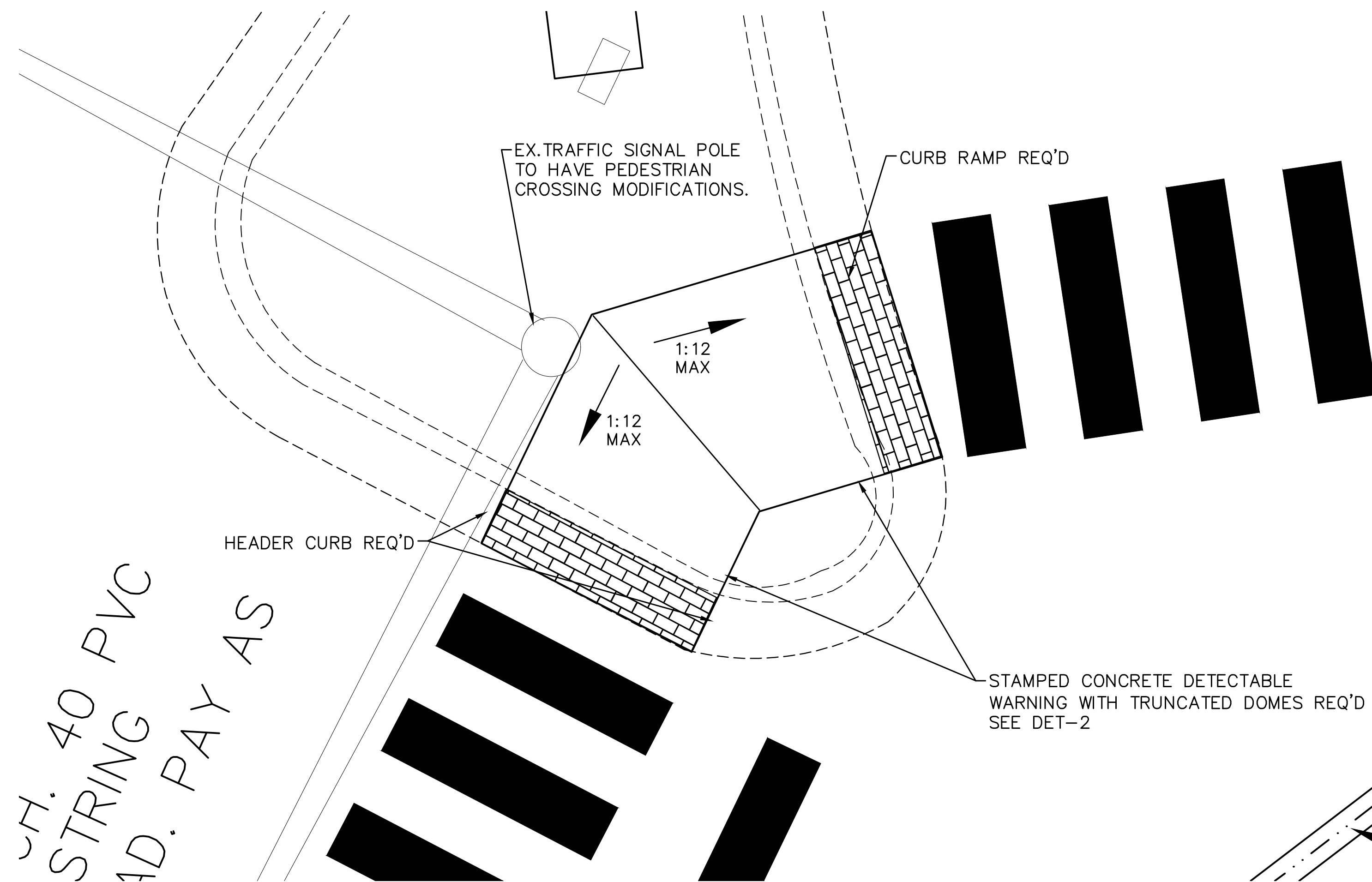
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



38TH AVENUE
INTERSECTION DETAILS #2

WORKING NUMBER:
ID-2

DRAWING NUMBER:
21



SPLITTER ISLAND CURB RAMP @ NE
CORNER OF 4TH ST. AND 38TH AVE.
SECTION VIEW

SPLITTER ISLAND CURB RAMP @ NE
CORNER OF 4TH ST. AND 38TH AVE.

NOTICE TO DRAWING HOLDER

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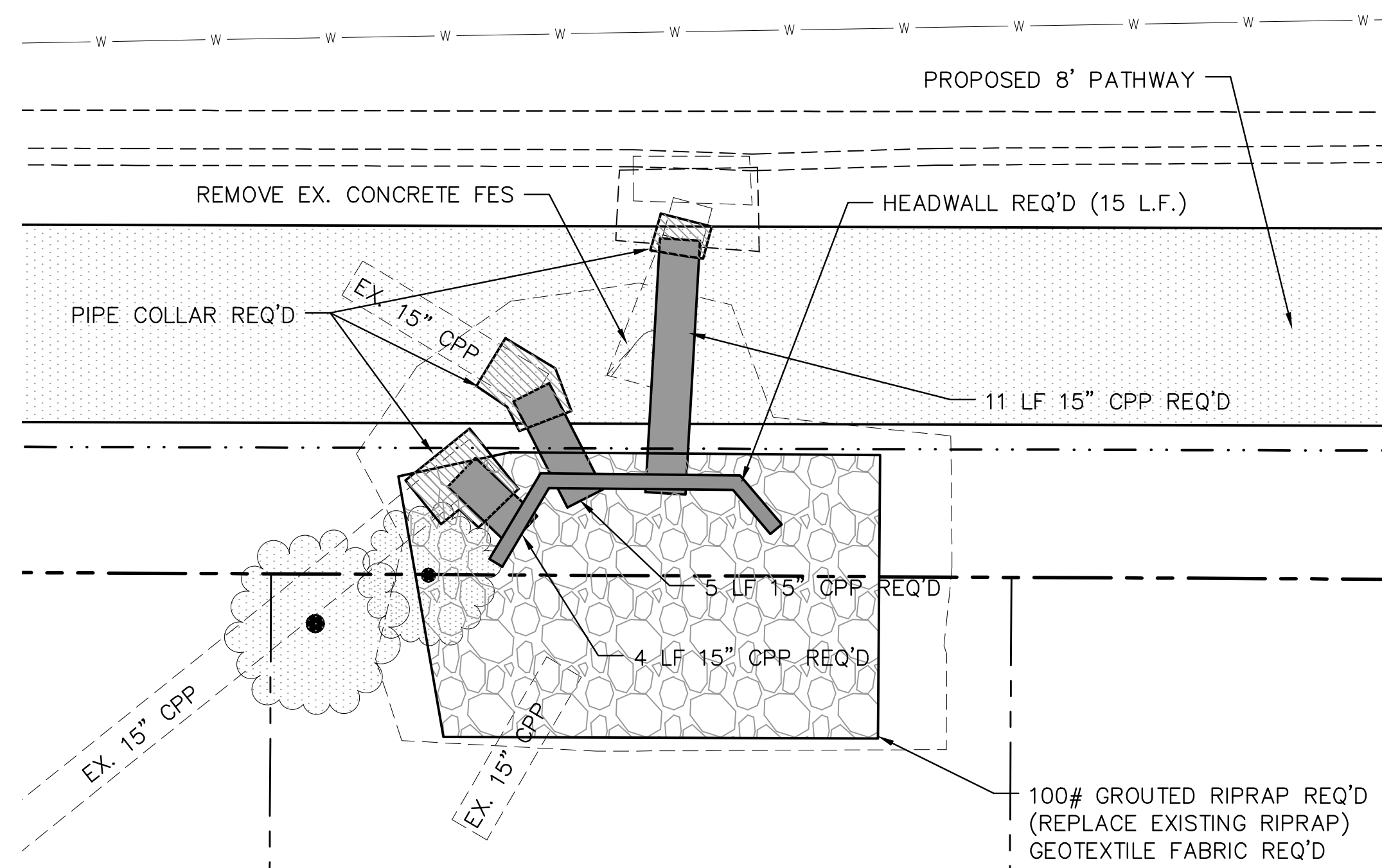
38TH AVENUE PATHWAY

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



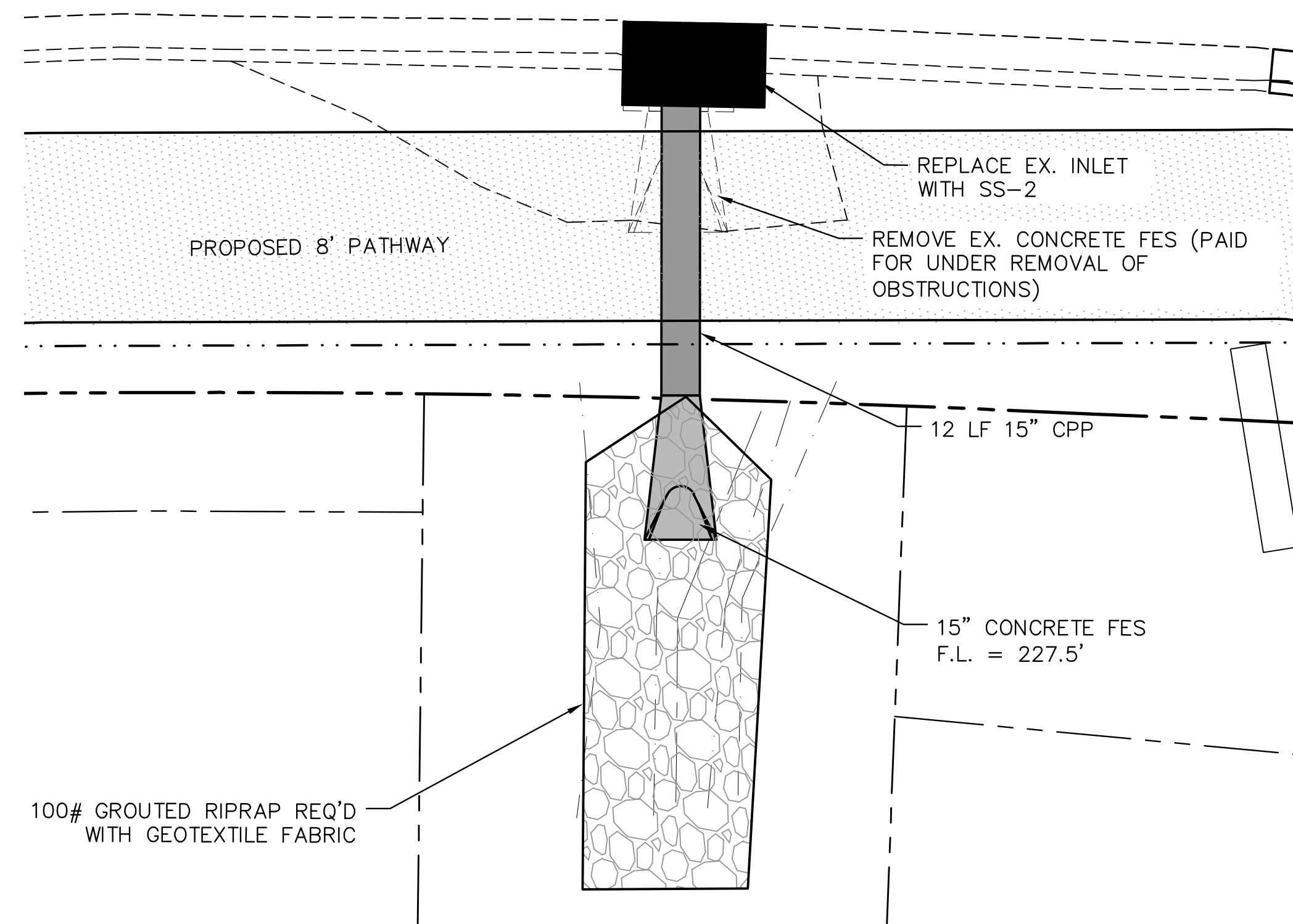
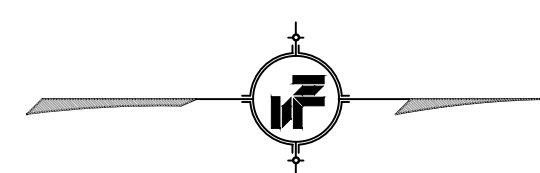
38TH AVENUE
CURB RAMP DETAILS

WORKING NUMBER: RAMP-1	DRAWING NUMBER: 22
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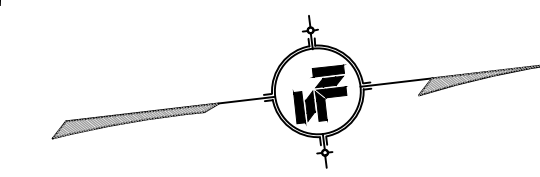


NOTE:
CPP TO BE PERFORATED AND WRAPPED IN A SOCK. (COST ABSORBED)

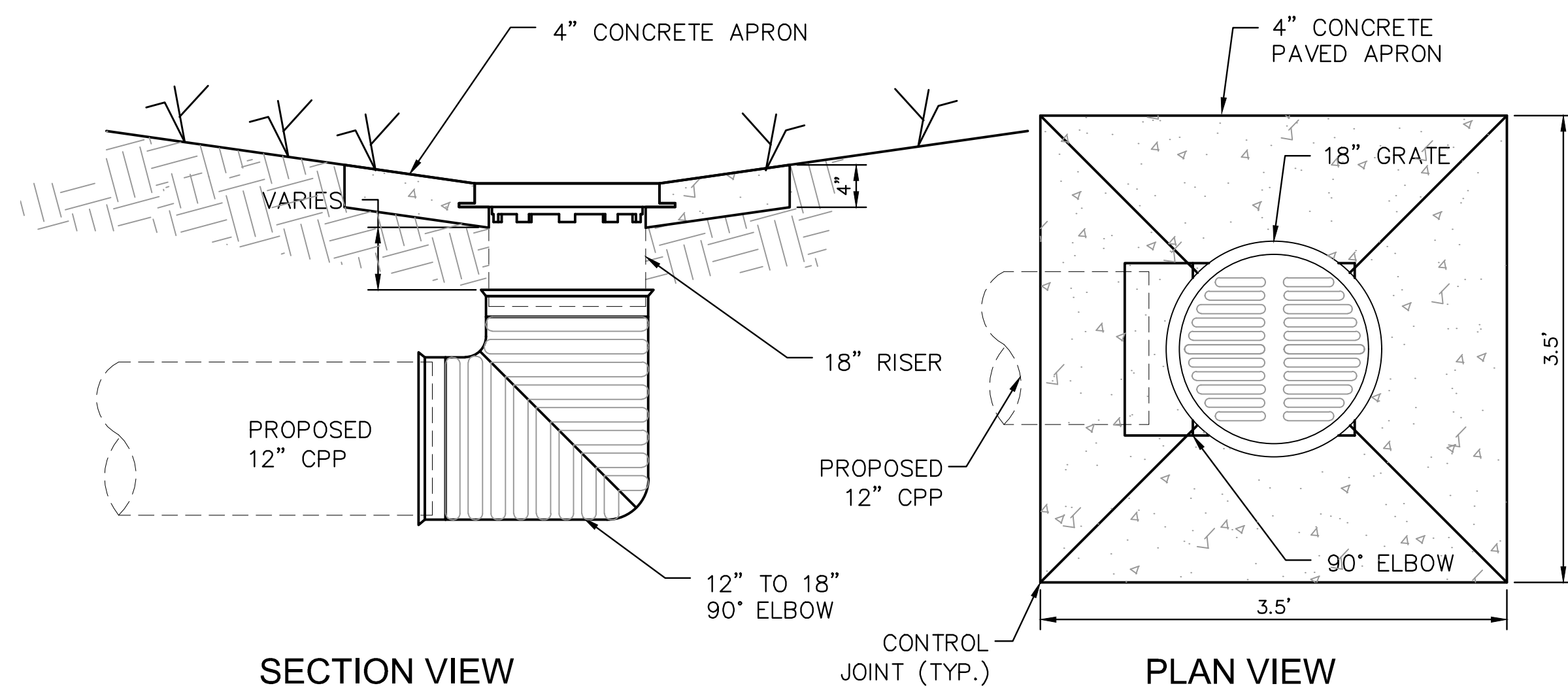
38TH AVENUE
STA. 3+75
NOT TO SCALE



38TH AVENUE
STA. 33+12
NOT TO SCALE



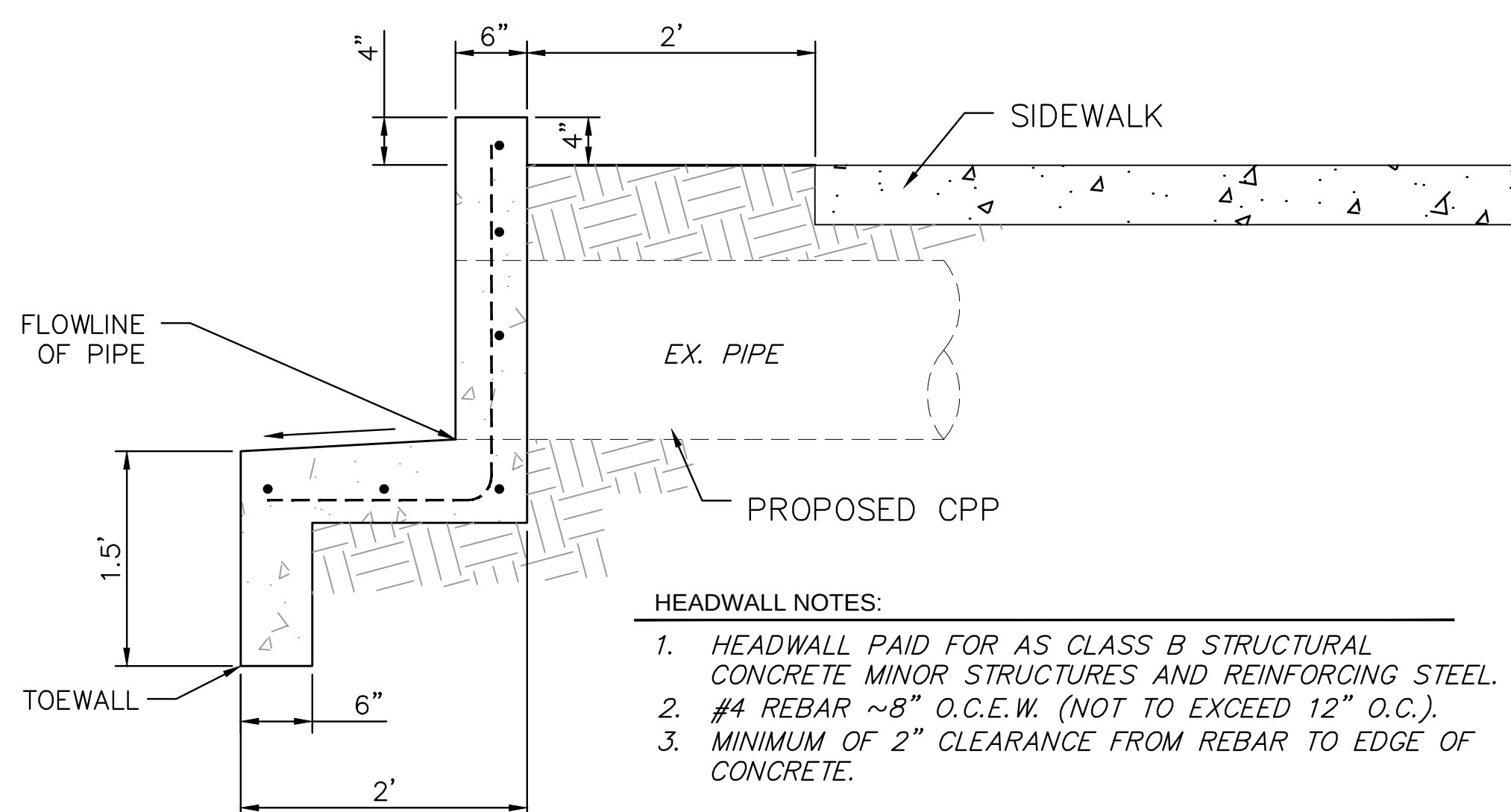
NOTE:
PAY AS INSTALLATION OF 18" CATCH BASIN, PER PLANS, PER EACH, INCLUDES INLINE DRAIN, 90° ELBOW, RISER, GRATE, PAVED APRON, AND ALL WORK ASSOCIATED WITH INSTALLING CATCH BASIN AS SHOWN IN THE PLANS.



SECTION VIEW

PLAN VIEW

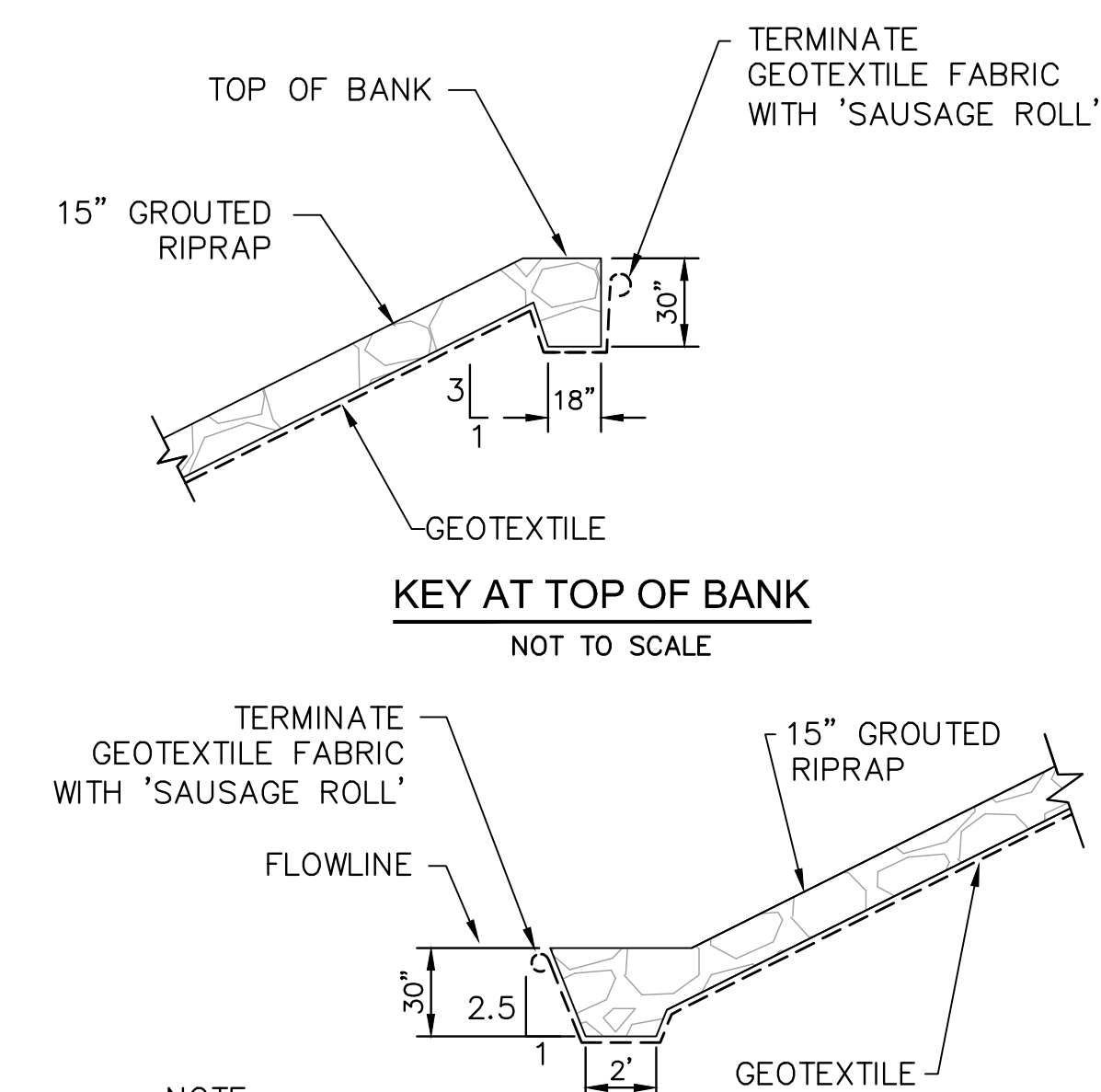
18" CATCH BASIN DETAIL
NOT TO SCALE



HEADWALL NOTES:

1. HEADWALL PAID FOR AS CLASS B STRUCTURAL CONCRETE MINOR STRUCTURES AND REINFORCING STEEL.
2. #4 REBAR ~8" O.C.E.W. (NOT TO EXCEED 12" O.C.).
3. MINIMUM OF 2" CLEARANCE FROM REBAR TO EDGE OF CONCRETE.

TYPICAL HEADWALL
CROSS SECTION
NOT TO SCALE



KEY AT TOP OF BANK
NOT TO SCALE

TOEWALL DETAIL
NOT TO SCALE

TYPICAL GROUTED RIPRAP DETAIL
NOT TO SCALE

NOTICE TO DRAWING HOLDER

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				DSGN: MWE DATE: 01/2019	
				DRWN: WTA DATE: 01/2019	
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				QA/QC: DATE:	

38TH AVENUE PATHWAY

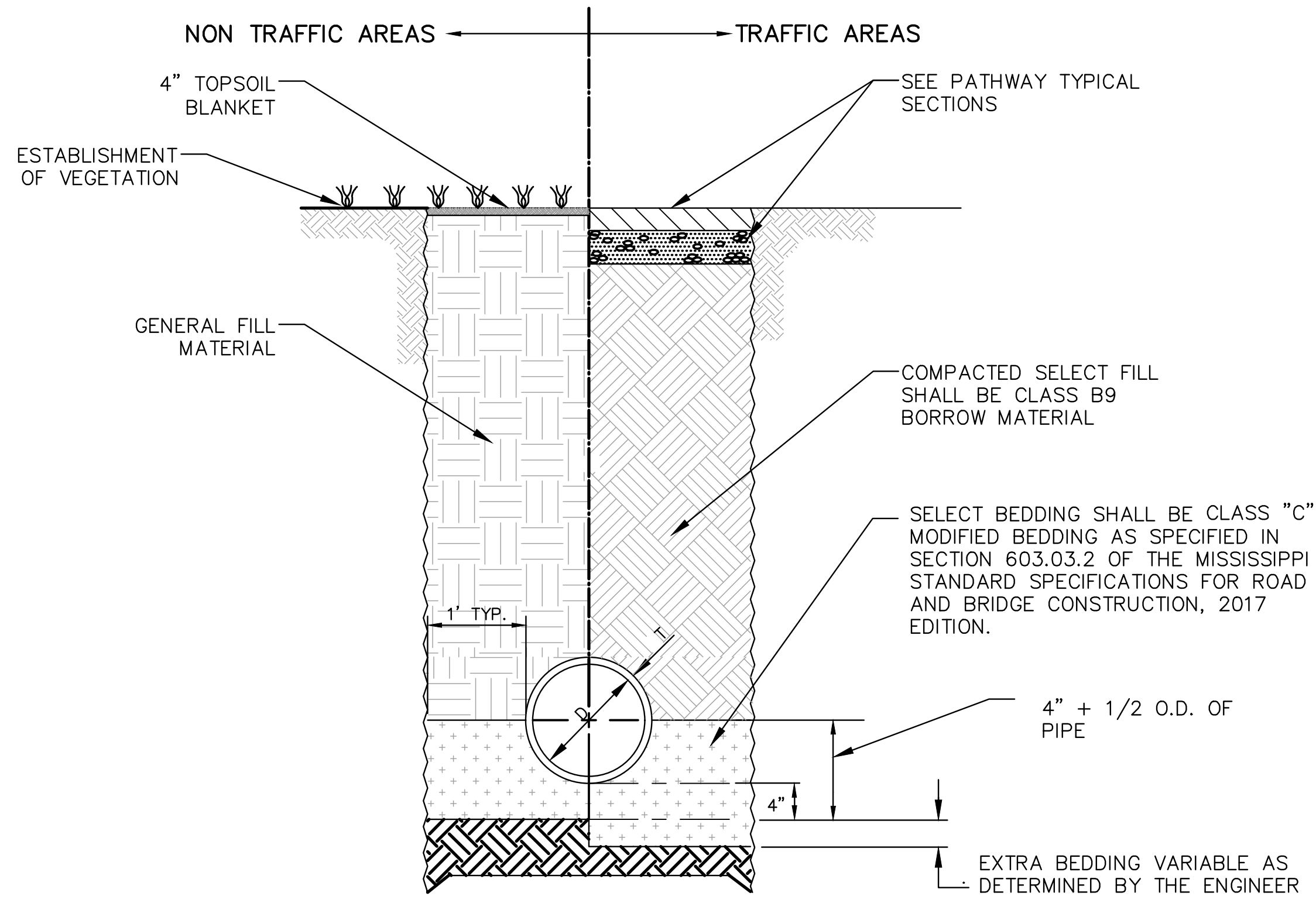
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



38TH AVENUE
DRAINAGE DETAILS

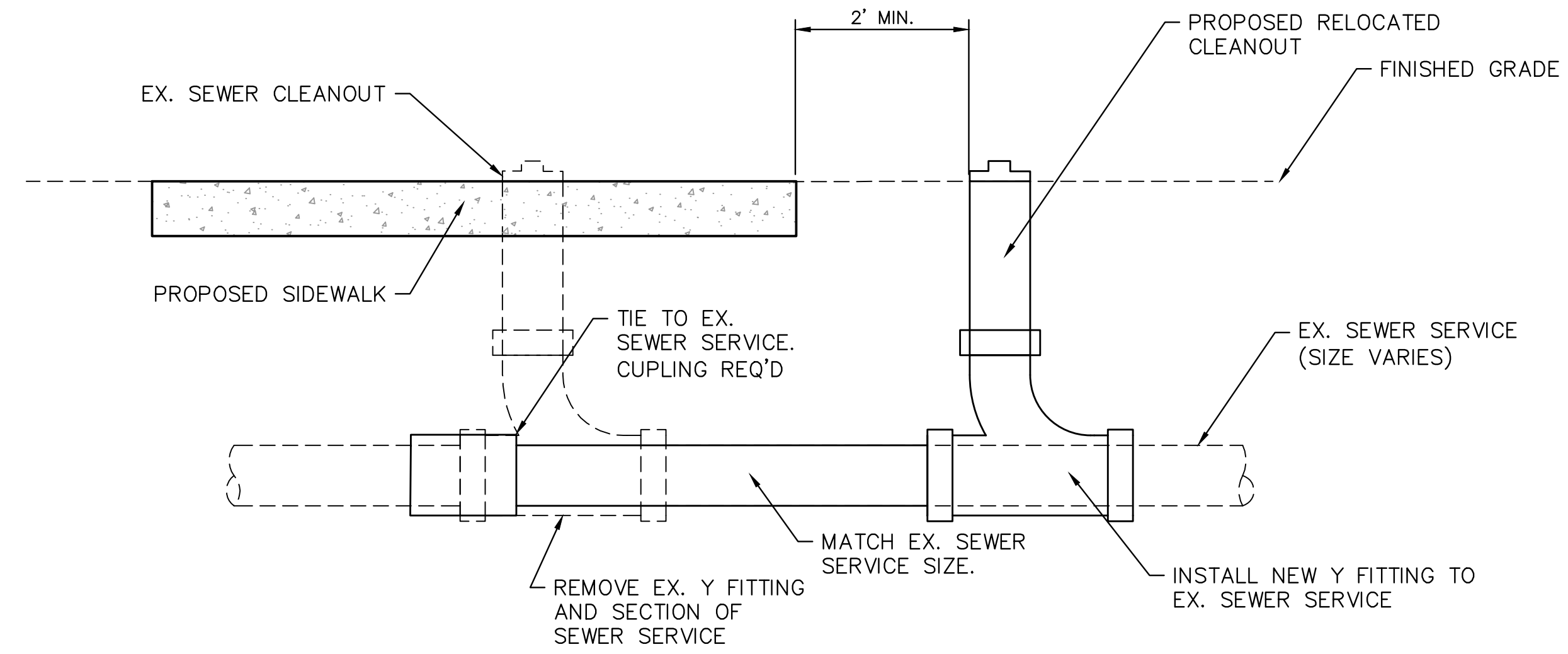
WORKING NUMBER:
DRAIN-1

DRAWING NUMBER:
23

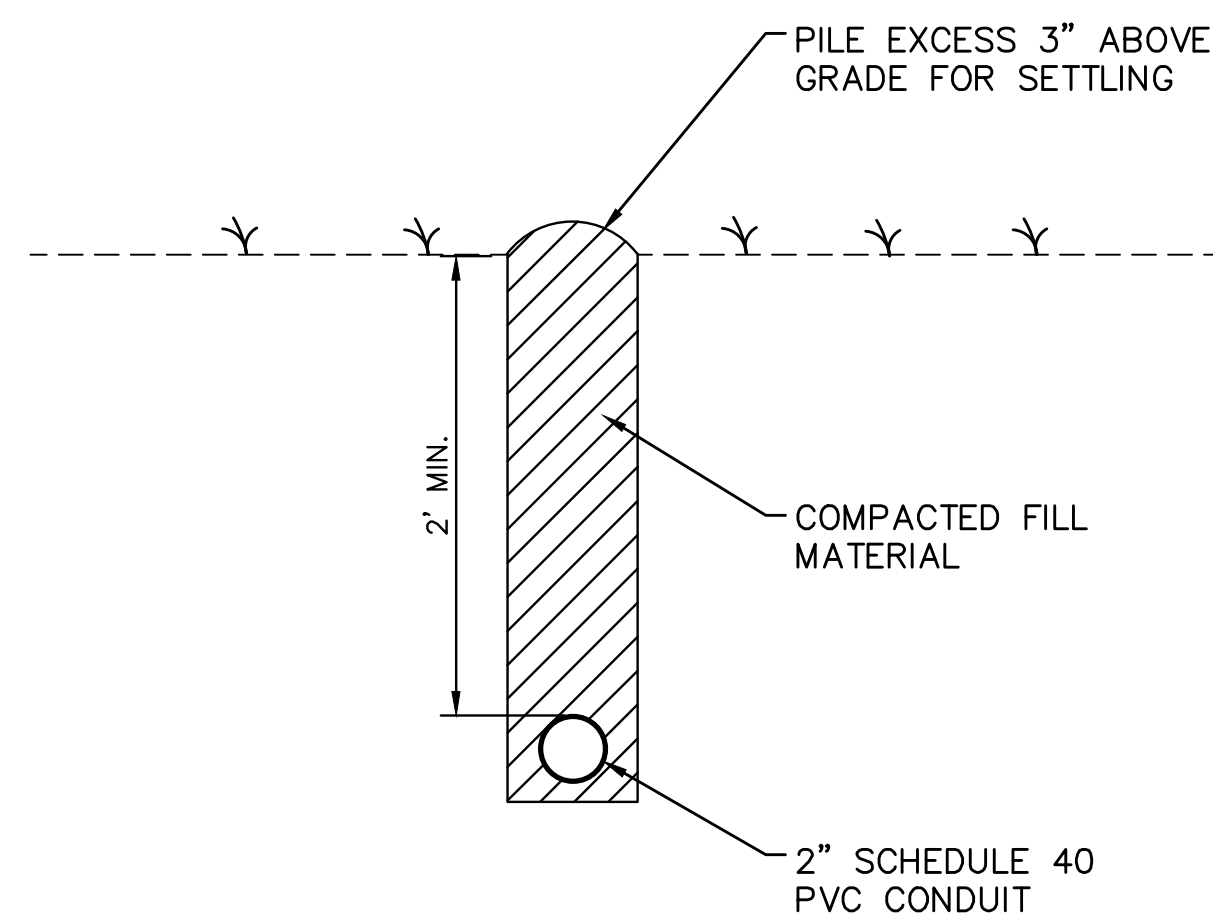


**TYPICAL TRENCH DETAILS
FOR DRAINAGE PIPE**
NOT TO SCALE

NOTE: THE COST OF CORRUGATED PIPE SHALL INCLUDE BUT NOT LIMITED TO STRUCTURE EXCAVATION, SELECT BEDDING, SELECT BACKFILL, FILTER SOCK, AND PERFORATIONS.



SEWER CLEANOUT RELOCATION DETAIL
NOT TO SCALE



CONDUIT TRENCHING DETAIL
NOT TO SCALE

NOTICE TO DRAWING HOLDER

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				DSGN:	MWE DATE: 01/2019
				DRWN:	WTA DATE: 01/2019
				CHKD:	DATE:
				QA/QC:	DATE:

38TH AVENUE PATHWAY

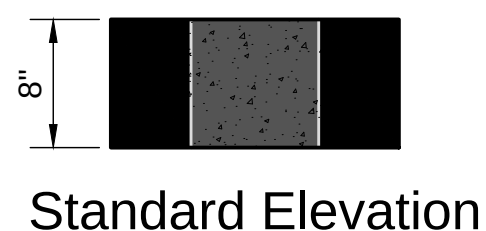
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



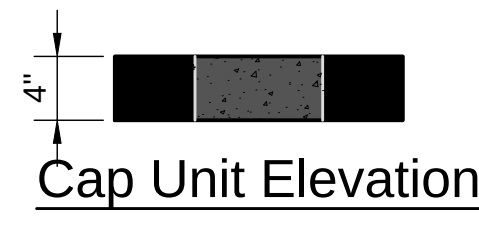
SITE DETAILS

WORKING NUMBER:	DRAWING NUMBER:
DET-1	24

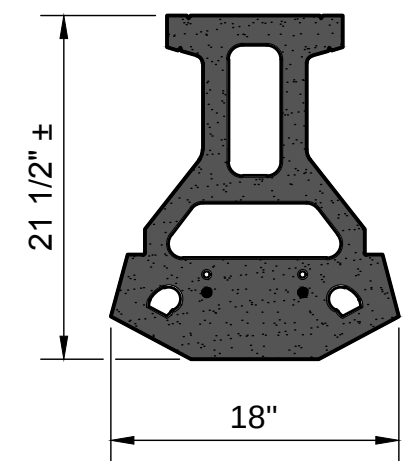
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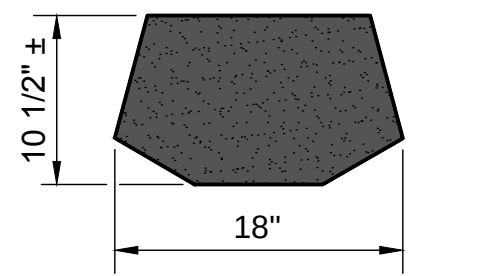
Standard Elevation



Cap Unit Elevation



Standard Plan



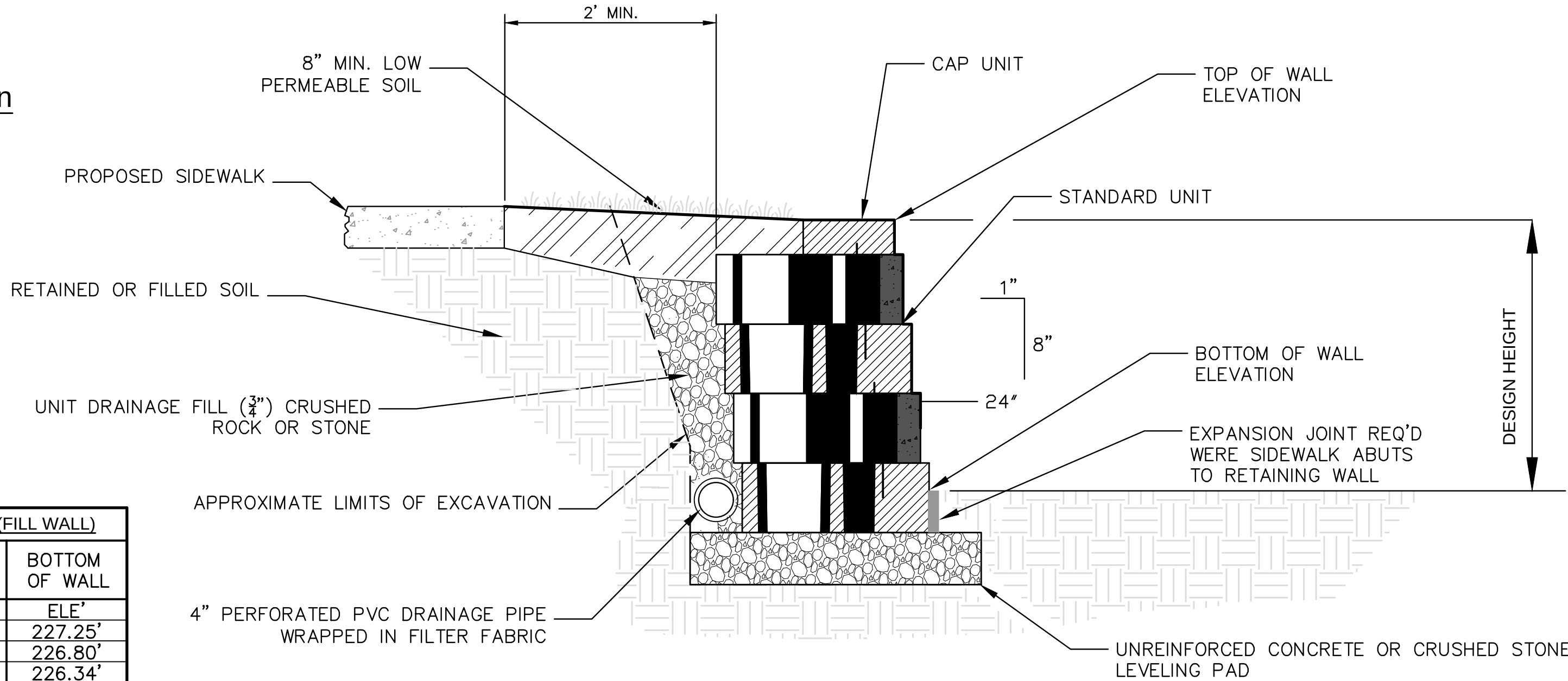
Cap Unit Plan

3-Plane Split
Cap Unit Option

Standard Unit

RETAINING WALL #1 (CUT WALL)		
STATION	TOP OF WALL	BOTTOM OF WALL
0+69	230.0'	229.50'
0+79	230.0'	229.04'
0+89	230.0'	228.58'
0+99	230.0'	228.10'
1+09	229.0'	228.00'
1+19	229.0'	228.00'
1+29	229.0'	227.90'
1+31	230.0'	227.80'

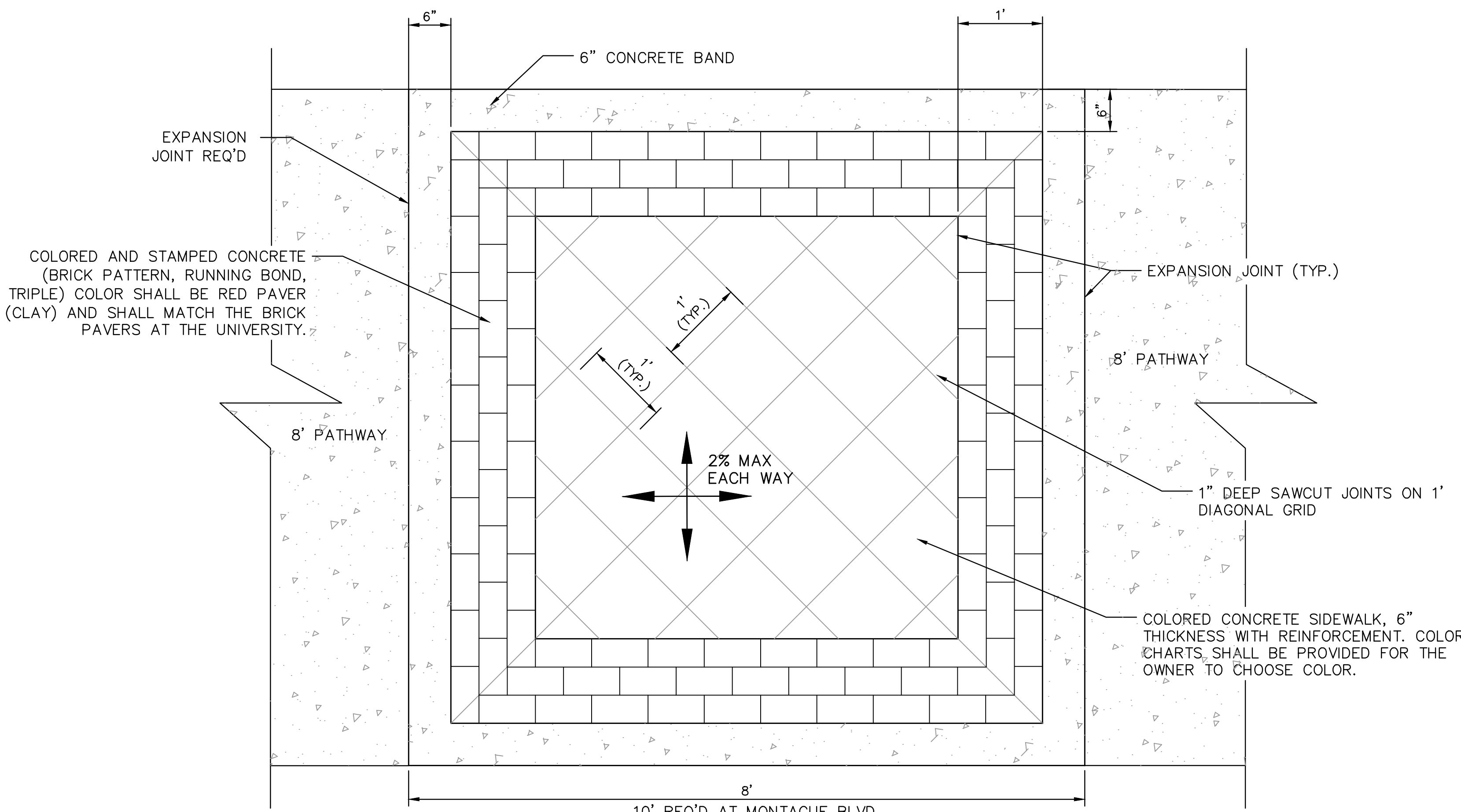
RETAINING WALL #2 (FILL WALL)		
STATION	TOP OF WALL	BOTTOM OF WALL
11+34	228.0'	227.25'
11+44	228.0'	226.80'
11+54	228.0'	226.34'
11+64	228.0'	225.94'
11+74	228.0'	225.64'
11+84	228.0'	225.40'
11+94	227.0'	225.21'
12+04	227.0'	225.00'
12+14	227.0'	224.75'
12+24	227.0'	224.55'
12+34	227.0'	224.40'
12+44	227.0'	224.25'
12+54	227.0'	224.13'
12+59	227.0'	224.37'



MODULAR RETAINING WALL DETAIL

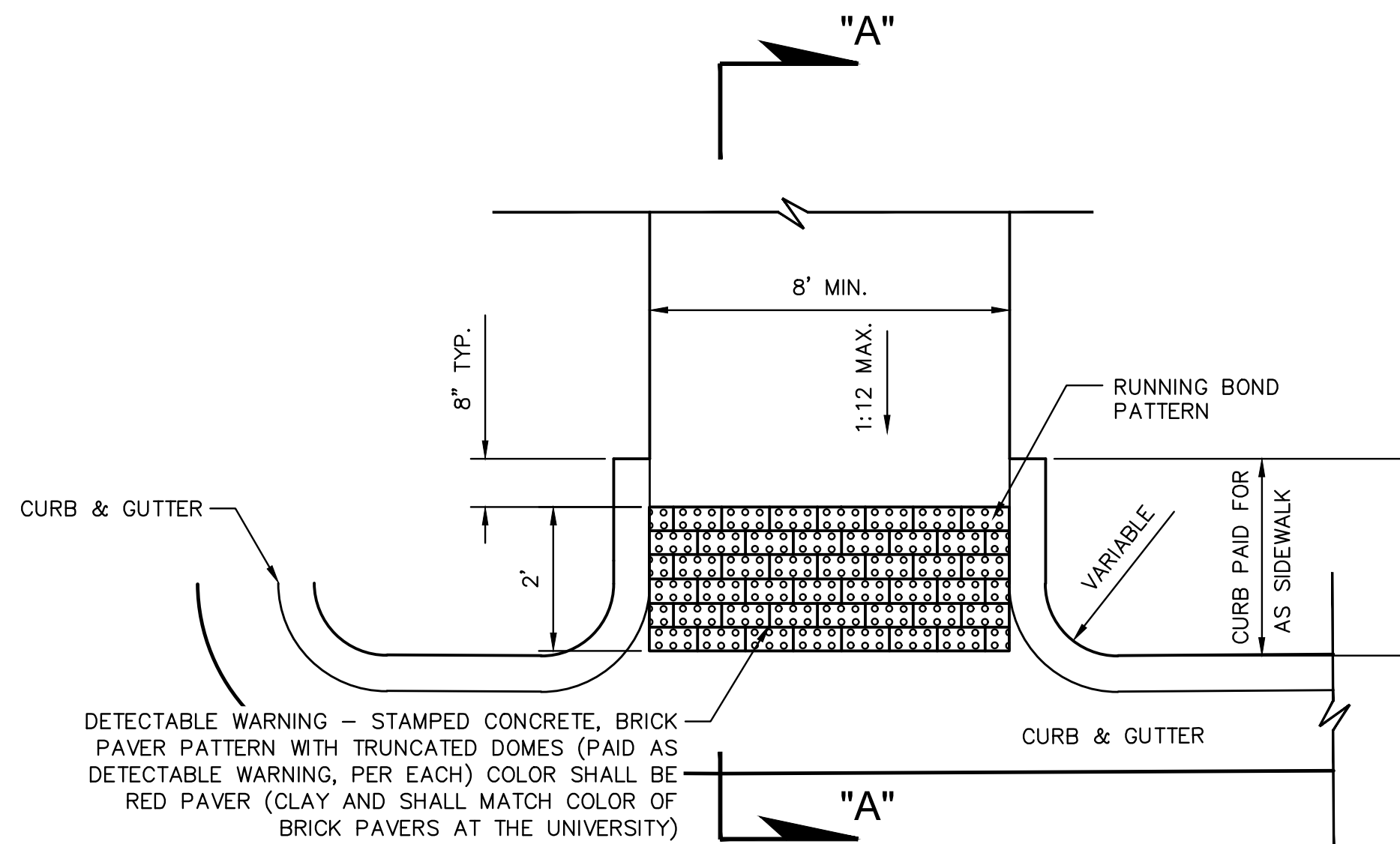
NOT TO SCALE

NOTE: PAYMENT BASED ON DESIGN HEIGHT PER SQUARE FOOT AND SHALL INCLUDED BUT NOT LIMITED TO STRUCTURE EXCAVATION, BACKFILL, BEDDING, WALL BLOCKS, CAP BLOCKS, DRAINAGE PIPE, FABRIC, AND ANY LABOR OR MATERIALS USED TO CONSTRUCT THE MODULAR BLOCK RETAINING WALL AS SHOWN IN THE PLANS.



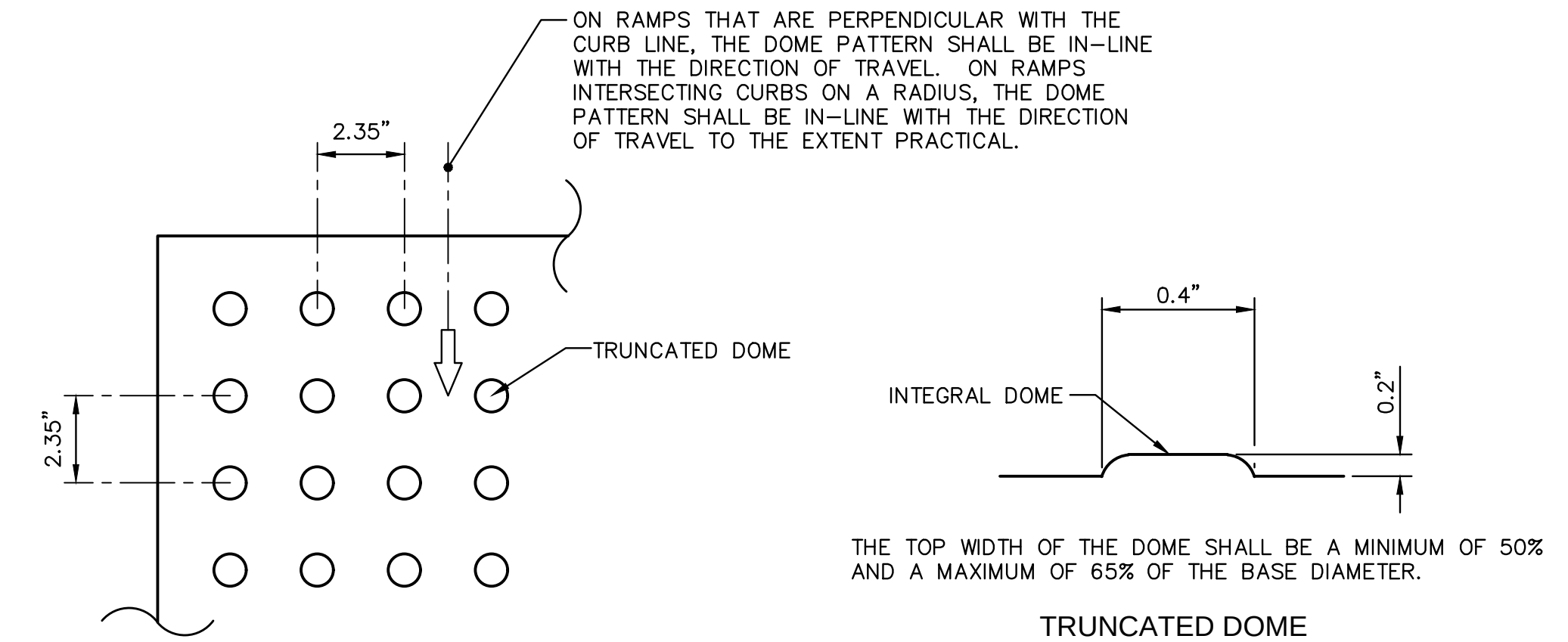
DECORATIVE LANDING DETAIL

NOT TO SCALE



TYPICAL CURB-RETURN HANDICAP RAMP DETAIL

NOT TO SCALE

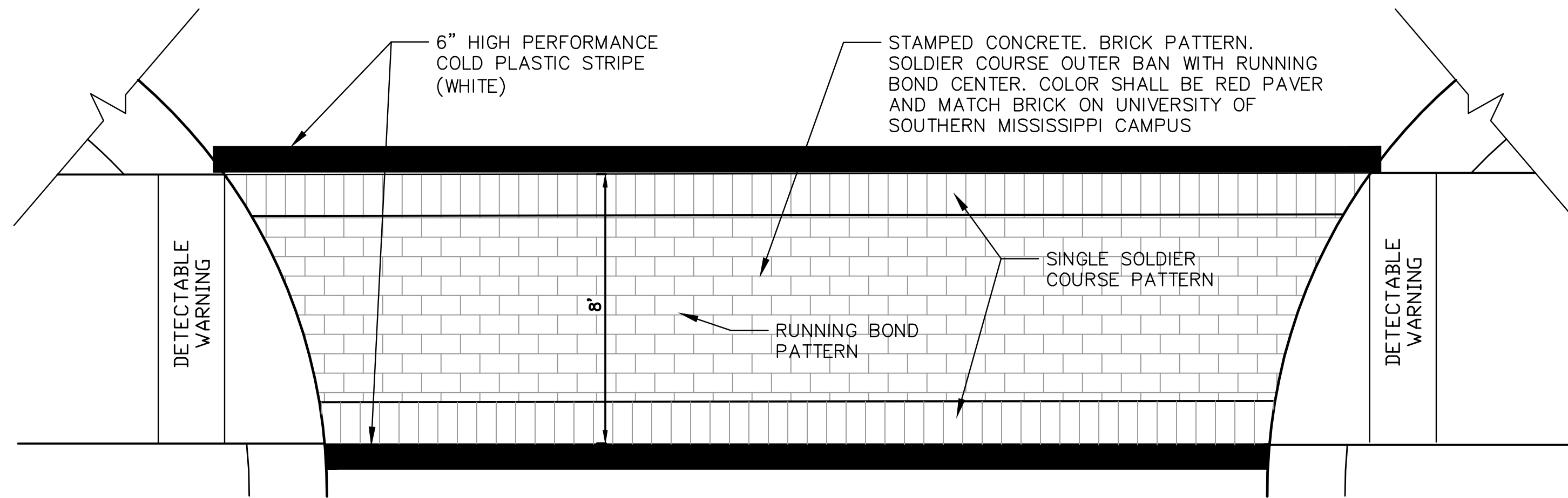


PLAN VIEW

ALL SIDEWALK CURB RAMPS SHALL HAVE DETECTABLE WARNING SURFACES THAT EXTEND THE FULL WIDTH OF THE RAMP AND IN THE DIRECTION OF TRAVEL 2 FEET (24 INCHES).

CURB RAMP DETECTABLE WARNING DETAIL

NOT TO SCALE



COMMERCIAL DRIVEWAY DECORATIVE CROSSWALK

NOT TO SCALE

NOTICE TO DRAWING HOLDER

NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.:	8667-18-33
				FILENAME:	Details.dwg
				SCALE:	NOT TO SCALE
				SURVEYED BY:	CLEARPOINT ENGINEERS
				DSGN:	MWE DATE: 01/2019
				DRWN:	WTA DATE: 01/2019
				CHKD:	DATE:
				QA/QC:	DATE:

38TH AVENUE PATHWAY

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



SITE DETAILS

WORKING NUMBER:	DRAWING NUMBER:
DET-2	25

TRAFFIC SIGNAL GENERAL NOTES

1. POLES, SIGNAL HEADS, EQUIPMENT BOXES, PULLBOXES AND CONDUIT LOCATIONS MAY BE VARIED SLIGHTLY TO FIT FIELD CONDITIONS AS DIRECTED BY THE ENGINEER. HOWEVER, SIGNAL HEAD OR POLE LOCATIONS SHALL BE WITHIN REQUIREMENTS OUTLINED IN THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND HIGHWAY DESIGN AND OPERATIONAL PRACTICES RELATED TO HIGHWAY SAFETY.
2. THE CONTRACTOR SHALL PROVIDE MAST ARM POLE DESIGN CERTIFICATION AND CALCULATIONS AS OUTLINED IN SECTION 722.02 OF STANDARD SPECIFICATIONS. DESIGN STANDARD FOR MAST ARMS POLES SHALL BE 2013 AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS. USE FATIGUE CATEGORY II, USE 50 YEAR DESIGN SERVICE LIFE AND DO NOT CONSIDER GALLOPING OR TRUCK-INDUCED GUSTS. WIND AND ICE LOADS VARIABLE BASED UPON MAPS IN THE 2013 AASHTO SPECIFICATION. USE UPSWEPT MAST ARMS UNLESS OTHERWISE NOTED ON PLANS. SEE TSD 3.
3. DETERMINATION OF REQUIRED SIZES, LENGTHS AND GAUGES OF TYPE I - XI STEEL POLES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR IN ACCORDANCE WITH THE PLANS AND SECTION 722.02 OF THE STANDARD SPECIFICATIONS, UNLESS OTHERWISE SPECIFIED IN PLANS OR SPECIFICATIONS.
4. TRAFFIC SIGNAL MAST ARM POLES SHALL BE HOT DIPPED GALVANIZED WITH FINISH APPROVED BY THE ENGINEER.
5. TRAFFIC SIGNAL MAST ARM POLES REQUIRING LUMINAIRES ARE DESIGNATED BY (L). ALL LUMINAIRES SHALL BE LED UNLESS OTHERWISE NOTED ON PLANS.
6. STAINLESS STEEL TAG ATTACHED TO THE POLE SHAFT USING 3/16 INCH STAINLESS STEEL POP RIVETS WITH PROPERTIES AND INFORMATION AS FOLLOWS:
- MINIMUM 1/16 INCH THICKNESS
- MINIMUM 1/4 INCH STAMPED LEGEND WITH FOLLOWING INFORMATION:
-- MANUFACTURER NAME
-- MONTH / YEAR OF MANUFACTURE
-- UNIQUE IDENTIFYING NUMBER FOR FUTURE MANUFACTURER REFERENCE
-- EXTERNAL PROJECT NUMBER FROM THE PLANS COVER SHEET (EXAMPLE: STP-XXXX-XX...)
TAG TO BE INSTALLED ON SHAFT SIDE OPPOSITE THE MAINLINE HIGHWAY AND LOCATED APPROXIMATELY 48 INCHES ABOVE THE TOP OF BASE PLATE.
7. THE TOP OF THE STRAIN POLE FOUNDATION SHALL BE 6" ABOVE THE GROUND. THE CONTRACTOR SHALL PROVIDE POLES OF SUFFICIENT LENGTH PLUS 2 FEET TO PROVIDE REQUIRED VERTICAL CLEARANCE OF THE TRAFFIC SIGNAL HEADS WITHOUT EXTENDING THE FOUNDATION ABOVE THE GROUND LINE OF THE POINT WHERE THE POLE IS LOCATED, EVEN THOUGH THIS MAY BE BELOW THE FINISHED GRADE OF THE ROADWAY.
8. ALL STRAIN POLES AT AN INTERSECTION SHALL BE THE SAME DIAMETER AND UTILIZE THE SAME BOLT CIRCLE SPACING.
9. POLE FOUNDATIONS AND BASE MOUNTED CABINET FOUNDATIONS, GRADE SHALL BE ESTABLISHED TO ±3" OF EDGE OF PAVEMENT ELEVATION UNLESS APPROVED BY SIGNAL PROJECT ENGINEER.
10. TRAFFIC SIGNAL HEADS SHALL BE BLACK IN COLOR UNLESS OTHERWISE NOTED ON PLANS WITH BLACK BACK PLATES
11. PEDESTRIAN HEADS SHALL BE BLACK IN COLOR UNLESS OTHERWISE NOTED ON PLANS.
12. PEDESTRIAN PUSHBUTTONS SHALL BE EITHER STANDARD PUSHBUTTONS OR APS (ACCESSIBLE PEDESTRIAN SYSTEM) STYLE AS NOTED ON PLANS. SIGNS TO BE INCLUDED IN PAY ITEM FOR PEDESTRIAN PUSHBUTTONS AT NO ADDITIONAL COST. SIDE OF POLE LOCATIONS OF PUSHBUTTONS MAY BE FIELD ADJUSTED. PUSHBUTTON HARDWARE SHALL BE BLACK IN COLOR UNLESS OTHERWISE NOTED ON PLANS.
13. FIELD DRILL AND TAP EXISTING POLES WHERE PEDESTRIAN SIGNALS AND PUSHBUTTONS ARE REQUIRED ON PLANS. (ABSORBED ITEM).

14. TRAFFIC SIGNAL CABINETS AND CONTROLLERS SHALL BE WIRED TO PROVIDE FOR ALL PHASES INCLUDING FUTURE PHASES IN ACCORDANCE WITH THE PHASE SEQUENCE DIAGRAM.
15. ALL TRAFFIC SIGNAL CONTROLLERS SHALL BE THE CURRENT VERSION OF SIEMENS EAGLE TRAFFIC SIGNAL CONTROLLERS WITH SEPAC SOFTWARE, ETHERNET READY, AND COMPATIBLE WITH MDOT'S EXISTING TRAFFIC SIGNAL MANAGEMENT SOFTWARE. ALL TRAFFIC SIGNAL CONTROLLER FIRMWARE SHALL BE CAPABLE OF DELAYING THE ONSET OF THE FLASHING YELLOW ARROW. ALL MMU'S SHALL BE ETHERNET READY, 16 CHANNEL, AND CAPABLE OF RUNNING 12 DIFFERENT MODES OF FLASHING YELLOW ARROW OPERATION. THE CONTRACTOR SHALL COORDINATE WITH MDOT FOR IP ADDRESSES ON ALL NETWORKABLE DEVICES. DEVICES INCLUDE BUT NOT LIMITED TO: CONTROLLER, MMU WITH SDLC CABLE (CONFLICT MONITOR), AND DETECTION UNITS. TRAFFIC SIGNAL CONTROLLER CABINET SHALL HAVE A 16 LOAD BAY FACILITY, REAR ACCESS DOOR, LAPTOP TRAY, AND DUAL POSITION INTERNAL LED LIGHTING. ALL TRAFFIC SIGNAL CONTROLLER CABINETS SHALL HAVE A 5 POSITION CARD RACK AND ONE 175 WATT MINIMUM POWER SUPPLY AND 4 AVAILABLE SLOTS UNLESS OTHERWISE NOTED ON PLANS.
16. FOR PROTECTED/PERMITTED LEFT TURN PHASING USING TYPE 2 FYA TRAFFIC SIGNAL HEADS, OPERATION SHALL BE AS FOLLOWS: THE PROTECTED PHASE OF THIS OPERATION SHALL DISPLAY A SOLID GREEN ARROW, FOLLOWED BY A SOLID YELLOW ARROW, AND ENDING WITH A SOLID RED ARROW. THE PERMITTED PORTION OF THIS OPERATION SHALL START WITH A FLASHING YELLOW ARROW, FOLLOWED BY A SOLID YELLOW ARROW, AND ENDING WITH A SOLID RED ARROW. THERE SHALL BE A DELAY (AS DIRECTED BY THE ENGINEER) BETWEEN THE END OF THE PROTECTED PORTION OF THIS OPERATION AND THE BEGINNING OF THE PERMITTED PORTION OF THIS OPERATION. DURING THIS DELAY, THE OPPOSING PHASE THRU HEADS ARE CAPABLE OF DISPLAYING A GREEN BALL. SIGNAL CONTROLLER WITH FIRMWARE NECESSARY TO ACCOMPLISH THIS DELAY SHALL BE PROVIDED.
17. POLES AND FOUNDATIONS OF EXISTING SIGNAL INSTALLATION REMOVALS SHALL BE CUT OFF 6" BELOW GROUND, REMOVED AND AREA RESTORED TO MATCH ADJACENT SURFACE AS DIRECTED BY THE ENGINEER.
18. ALL REMOVED EXISTING TRAFFIC SIGNAL EQUIPMENT SHALL BECOME THE PROPERTY OF THE CONTRACTOR, UNLESS SPECIFIC ITEMS ARE NOTED IN THE PLANS TO BE SALVAGED AS DIRECTED BY THE ENGINEER.
19. THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE ELECTRICAL SERVICE FROM THE POWER COMPANY SERVICE POINT TO THE POWER SERVICE PEDESTIAL. FOR SPAN WIRE INSTALLATION, POWER SHALL RUN FROM THE POWER COMPANY SERVICE POINT AERIAL TO THE SIGNAL POLE NEAREST THE CONTROLLER, THE SERVICE SHALL THEN RUN TO THE CONTROLLER AS SHOWN ON THE PLANS. FOR MAST ARM INSTALLATION, POWER SHALL RUN FROM THE POWER COMPANY SERVICE POINT UNDERGROUND DIRECTLY TO THE POWER SERVICE PEDESTAL, THEN TO THE CONTROLLER CABINET, AS SHOWN ON THE PLANS.
20. POWER SERVICE METER SHALL NOT BE MOUNTED ON THE CONTROLLER CABINET OR MAST ARM POLE SHAFTS. A SEPARATE POWER SERVICE PEDESTAL FOR MOUNTING THESE ITEMS IS REQUIRED. (SEE TSD-6 & TSD12).
21. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAKE THE NECESSARY ARRANGEMENTS WITH THE LOCAL POWER COMPANY TO PROVIDE THE POWER SUPPLY ASSEMBLY FOR ANY NEW INSTALLATION. THE CONTRACTOR SHALL PAY FOR, AT NO COST TO THE DEPARTMENT, ALL DEPOSITS, HOOK-UP CHARGES, OR OTHER SERVICE FEES REQUIRED BY THE POWER COMPANY FOR THE ESTABLISHMENT OF NEW SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PAYMENT OF THE MONTHLY SERVICE BILL DURING THE LIFE OF THE PROJECT. THE COST OF ALL SUCH FEES SHALL BE CONSIDERED INCIDENTAL AND ABSORBED WITHIN EXISTING PAY ITEMS. THE DEPARTMENT OR THE LOCAL AGENCY WILL BE RESPONSIBLE FOR PAYMENT OF THE MONTHLY SERVICE BILL FOR THE NEW POWER SERVICE INSTALLATION AFTER PROJECT ACCEPTANCE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SWAP THE ELECTRICAL SERVICE ACCOUNT OVER TO THE DEPARTMENT AFTER PROJECT ACCEPTANCE. WHEN ELECTRIC POWER SERVICE EXISTS AND IS USED FOR THE OPERATION OF AN EXISTING SYSTEM, THE MONTHLY SERVICE FEES SHALL CONTINUE TO BE PAID BY THE DEPARTMENT OR THE LOCAL AGENCY. IF THE EXISTING POWER SERVICE IS INTENDED FOR USE WITH A NEW SIGNAL SYSTEM, THEN ANY SERVICE CHARGE FEES

SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. SIMILARLY, IF AN EXISTING POWER SERVICE IS TO BE DISCONNECTED, ANY SERVICE CHARGE FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE COST OF ALL SUCH FEES SHALL BE CONSIDERED INCIDENTAL AND ABSORBED WITHIN EXISTING PAY ITEMS.

22. WHEN CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TEMPORARY SIGNALS TO ACCOMMODATE ROADWAY CONSTRUCTION, IT SHALL BE PAID FOR UNDER PAY ITEM 619-H1, TRAFFIC SIGNAL, LUMP SUM, UNLESS OTHERWISE NOTED ON PLANS.
23. VEHICLE LOOP ASSEMBLIES SHALL BE INSTALLED IN THE TOP LAYER OF BINDER OR EXISTING SURFACE BEFORE THE FINAL SURFACE COURSE IS APPLIED (BASED ON 2" FINAL LIFT MAXIMUM).
24. WHEN RADAR, VIDEO , OR MULTI-SENSOR DETECTION IS USED, THE SYSTEM MAY REQUIRE BOTH STOP BAR AND ADVANCE DETECTION. TSI PLANS SHOW A GENERIC LAYOUT FOR DETECTION; DETECTOR MAY BE RELOCATED PER MANUFACTURER'S RECOMMENDATIONS. NO EXTRA PAY FOR MOVING OF DETECTORS. MANUFACTURER TO HAVE FACTORY REP ON SITE DURING INSTALLATIONS UNLESS CERTIFIED BY THE MANUFACTURER. THER SHOULD BE NO EXTRA PAY FOR MOVING OF DETECTORS. DETECTION CABLE WILL BE MEASURED BY THE LINEAR FOOT, MEASURED HORIZONTALLY ALONG THE CONDUIT, MESSENGER CABLE OR MAST ARM AND VERTICALLY ALONG THE POLE. DETECTION CABLE FOR CAMERAS, THE POWER AND VIDEO CABLE MAY BE IN THE SAME JACKET. ALL DETECTION UNITS SHALL BE NETWORKABLE DEVICES AND BE ON THE MDOT NETWORK IF NOTED ON PLANS.
25. ALL GROUNDING EQUIPMENT SHALL BE COST ABSORBED.
26. MESSENGER CABLE AND OTHER SUPPORTING DEVICES WHERE REQUIRED SHALL BE ABSORBED IN THE PAY ITEMS FOR SIGNAL CABLE.
27. THE CONTRACTOR SHALL STAKE THE LOCATION OF EACH POLE FOUNDATION AND NOTIFY THE PROJECT ENGINEER FOR CONCURRENCE IN THE LOCATION BEFORE PROCEEDING WITH THE PURCHASE OF THE POLE.
28. THE CONTRACTOR SHALL BE REQUIRED TO ADEQUATELY AND COMPLETELY COVER TRAFFIC SIGNAL HEADS DURING TIMES THAT THEY ARE NOT IN OPERATION WITH A DURABLE, OUTDOOR- HARDENED MATERIAL THAT CONTRASTS WITH THE COLOR OF THE HEAD THAT CLEARLY DESIGNATES THAT THE SIGNAL IS NOT IN "STOP AND GO" MODE. HEAD COVERS ARE TO BE APPROVED BY THE ENGINEER.
29. A NEW TRAFFIC SIGNAL INSTALLATION SHALL BE PUT IN FLASH OPERATION FOR A PERIOD OF THREE (3) TO SEVEN (7) DAYS PRIOR TO THE ACTIVATION OF THE SIGNAL'S "STOP AND GO" OPERATION. ACTIVATION OF NEW TRAFFIC SIGNALS SHALL BE DURING A MID-WEEK WEEKDAY (TUESDAY – THURSDAY) DURING A NON-PEAK TIME AND SHALL BE COORDINATED WITH THE ENGINEER. UPON INITIAL INSPECTION AND ACCEPTANCE TESTING OF THE NEW TRAFFIC SIGNAL INSTALLATION, THE CONTRACTOR SHALL REQUEST THE START OF THE 30 DAY BURN-IN PERIOD TO COMMENCE, AS OUTLINED IN SUBSECTION 631.03.4 OF THIS SPECIFICATION. ANY NOTED DEFICIENCIES FOUND WITHIN THAT 30 DAY PERIOD SHALL BE CORRECTED TO THE SATISFACTION OF THE ENGINEER. THE 30 DAY BURN-IN PERIOD MUST COMMENCE WITHIN THE CONTRACT TIME, AND BEFORE SUBSTANTIAL COMPLETION OF THE PROJECT IS GRANTED.
30. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING FINAL INSPECTION MEETING WITH DISTRICT OFFICE, PROJECT OFFICE AND TRAFFIC ENGINEERING FOR SIGNAL PORTION OF THE PROJECT.

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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8667-18-33						
					FILENAME: TSD.dwg						
					SCALE:						
					SURVEYED BY: CLEARPOINT ENGINEERS						
					DSGN: MWE	DATE: 01/2019					
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					CHKD:	DATE:					
					QA/QC:	DATE:					

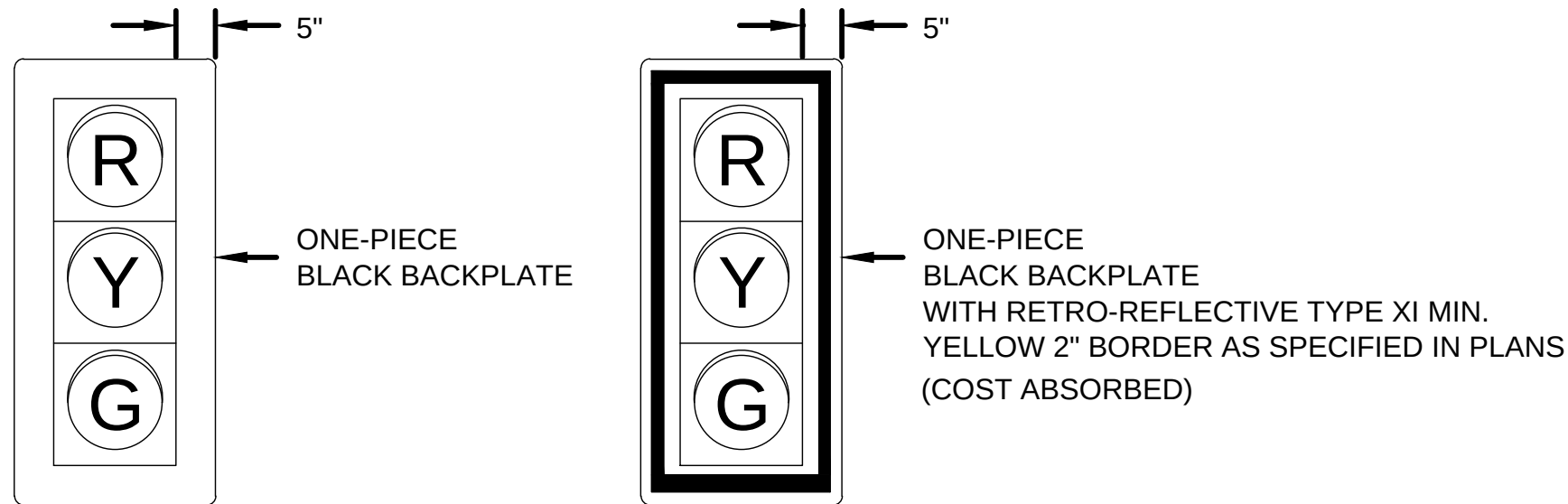
DETAIL OF TYPICAL TRAFFIC SIGNAL HEADS

TYPE 1	TYPE 2	TYPE 2A FYA	TYPE 2B FYA	TYPE 3	TYPE 4	TYPE 6	TYPE 7	TYPE H

NOTES:

- ALL SIGNAL HEADS SHALL BE BLACK IN COLOR UNLESS OTHERWISE NOTED ON THE PLANS.
- ALL SIGNAL HEADS SHALL BE L.E.D. LENSES UNLESS OTHERWISE NOTED ON THE PLANS. TYPE "A" SIGNAL HEAD IS TO BE GEOMETRICALLY PROGRAMMED VIA LOUVERS.
- LETTER "R" ON HEAD TYPES MEANS RIGHT TURN ARROW(S).
- TYPE 6 SIGNAL HEAD SYMBOLS/NUMBERS SHALL BE FULLY ILLUMINATED (NO OUTLINE SYMBOLS ALLOWED). THERE IS A SEPARATE PAY ITEM FOR PEDESTRIAN PUSHBUTTON. PEDESTRIAN PUSHBUTTON SHALL BE FURNISHED WITH R10-3e SIGN. (COST ABSORBED).
- ALL FYA SIGNAL HEAD SHALL BE FURNISHED WITH R10-12M SIGN. WHEN NOTED ON PLANS, TYPE 4 & 5 SIGNAL HEADS SHALL BE FURNISHED WITH R10-10L, R10-10R, OR R10-17M SIGN. TYPE 7 SIGNAL HEAD SHALL BE FURNISHED WITH R10-12 SIGN. TYPE 7 R REQUIRES NO SIGN. TYPE H SIGNAL HEAD SHALL BE FURNISHED WITH R10-23 SIGN WHEN INDICATED ON PLANS. COST OF SIGNAL SIGNS, MOUNTING BRACKETS, HARDWARE, AND LABOR SHALL BE COST ABSORBED.
- FOR SPAN WIRE INSTALLATION, THE HOUSING FOR THE RED INDICATION OF A TYPE 7 HEAD, SHALL BE ALUMINUM.

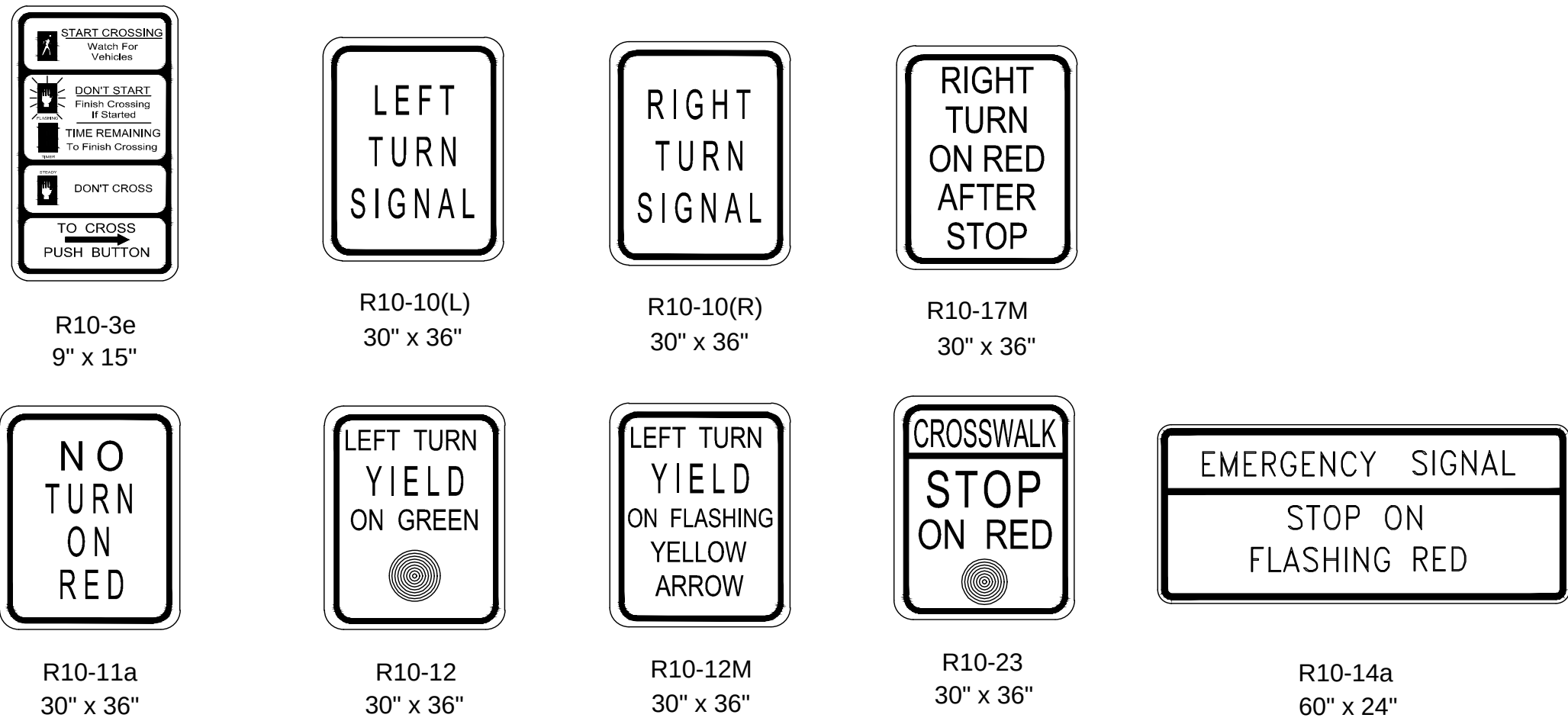
DETAIL OF TRAFFIC SIGNAL WITH BACKPLATE



NOTE:

ALL SIGNAL HEADS SHALL INCLUDE BACKPLATES AND VISORS UNLESS OTHERWISE NOTED ON TRAFFIC SIGNAL INSTALLATION SHEETS.

DETAIL OF TYPICAL TRAFFIC SIGNAL SIGNS



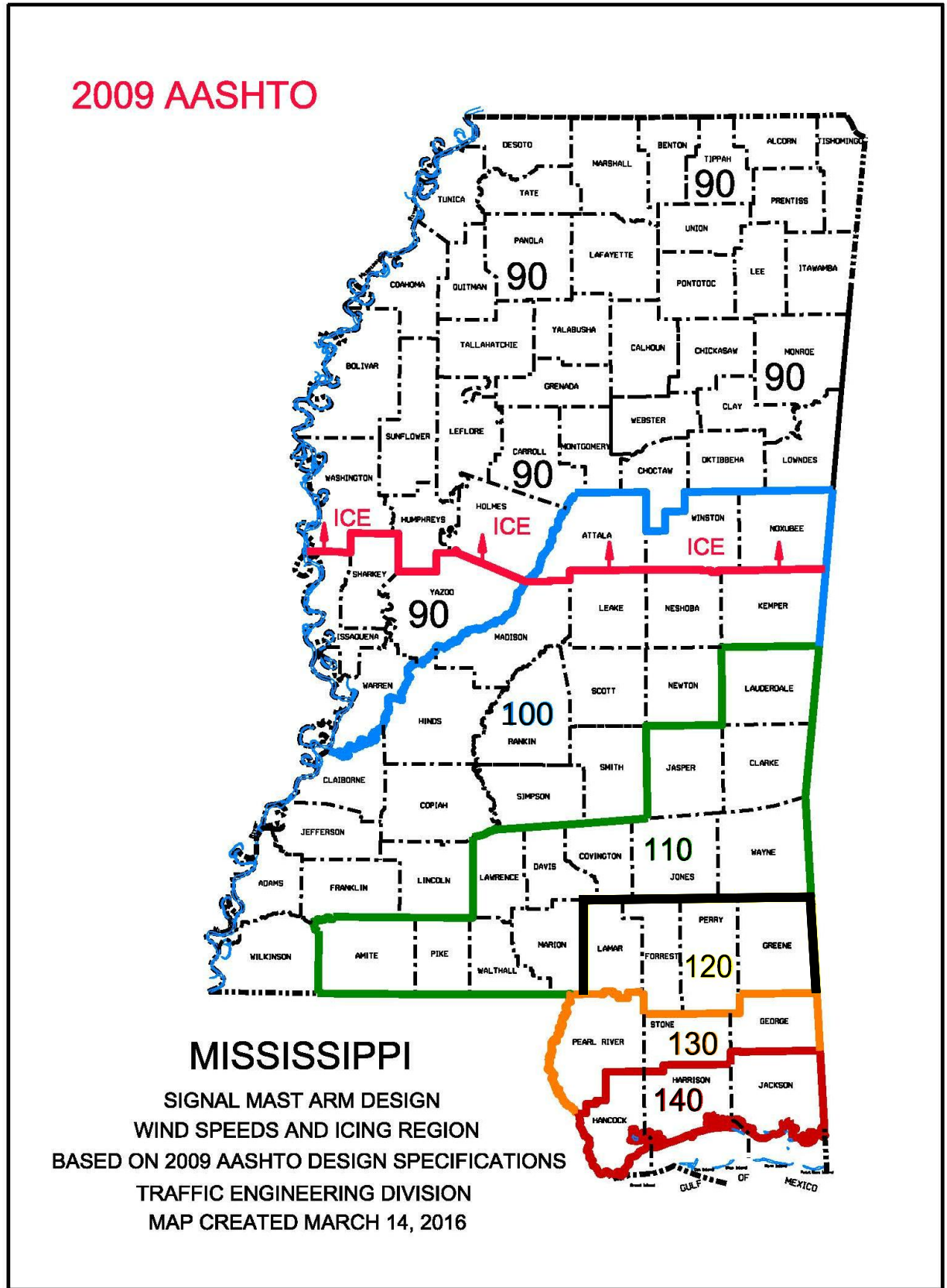
NOTES:

- ALUMINUM SIGN BLANKS ARE TO BE ALUMINUM ALLOY 5052-H38 AND 0.10" THICK.
- THE SIGNS SHALL BE SUPPLIED WITH MOUNTING BRACKETS AND HARDWARE AS REQUIRED.
- NUMBER 12 PLATED JACK CHAINS SHALL BE ATTACHED TO THE BOTTOM OF ALL SPAN WIRE MOUNTED SIGNS.
- CHAINS SHALL BE ATTACHED TO SIGN AND TETHER USING "S" HOOKS.
- THE SIZE OF THE SIGN BLANK, LEGEND, BORDER AND THE COLOR OF THE BACKGROUND AND LEGEND IS TO CONFORM TO THE M.U.T.C.D. (LATEST EDITION).
- REFLECTIVE SHEETING FOR TRAFFIC SIGNS SHALL BE TYPE XI PRISMATIC RETROREFLECTIVE SHEETING.

SIGNAL PLAN LEGEND

	SIGNAL HEAD REQUIRED / TYPE
	PEDESTRAIN HEAD REQUIRED
	EXISTING SIGNAL HEAD
	SIGN
	VEHICLE LOOP DETECTOR
	QUADRAPOLE VEHICLE LOOP DETECTOR
	VEHICLE LOOP DETECTOR NUMBER
	WIRELESS MAGNETOMETER SENSOR
	BASE MOUNTED CABINET FOR SIGNAL CONTROLLER
	POLE MOUNTED CABINET FOR SIGNAL CONTROLLER
	EXISTING POLE
	POLE REQUIRED
	NEW PEDESTAL POLE
	MAST ARM POLE REQUIRED
	EXISTING PULLBOX
	PULLBOX REQUIRED (TYPE SPECIFIED ON PLAN SHEETS)
	RADAR DETECTOR (RD)
	VIDEO DETECTOR (VD)
	MULTI SENSOR DETECTOR (MS)
	OPTICAL DETECTOR UNIT
	CONDUIT
	ROLL PIPE
	LUMINAIRE
	DECORATIVE LUMINAIRE
	GROUND MOUNTED PEDESTAL SERVICE PANEL
	RADIO INTERCONNECT ANTENNA
	TWO-WAY WIRELESS ANTENNA
	WIRELESS REPEATER
	PTZ / FIXED CAMERA
	P.B. PUSH BUTTON
	S.C. SHIELDED CABLE
	POW POWER CABLE
	LUM LUMINAIRE POWER CABLE
	ODC OPTICAL DETECTOR CABLE
	8c NUMBER OF CONDUCTORS
	I.C. INTERCONNECT CABLE
	RAD RADIO COMMUNICATIONS CABLE
	FO FIBER OPTIC CABLE (72 SM)
	FO DROP FIBER DROP CABLE (12 SM)
	DC DETECTION CABLE
	STOP BAR DETECTION ZONE
	ADVANCED DETECTION ZONE

WIND SPEEDS AND ICING REGION MAP



2009/2013 AASHTO WIND LOAD LIST BY COUNTY

COUNTY	BASIC WIND SPEED MPH	ICE LOADING REQD
Adams	100	NO
Alcorn	90	YES
Amite	110	NO
Attala	100	YES
Benton	90	YES
Bolivar	90	YES
Calhoun	90	YES
Carroll	90	YES
Chickasaw	90	YES
Choctaw	90	YES
Claiborne	100	NO
Clarke	110	NO
Clay	90	YES
Coahoma	90	YES
Copiah	90	NO
Covington	110	NO
DeSoto	90	YES
Forrest	120	NO
Franklin	100	NO
George	130	NO
Greene	120	NO
Grenada	90	YES
Hancock	140	NO
Harrison	140	NO
Hinds	100	NO
Holmes	90	YES
Humphreys	90	YES
Issaquena	90	NO
Itawamba	90	YES
Jackson	140	NO
Jasper	110	NO
Jefferson	100	NO

COUNTY	BASIC WIND SPEED MPH	ICE LOADING REQD
Jefferson Davis	110	NO
Jones	110	NO
Kemper	100	NO
Lafayette	90	YES
Lamar	120	NO
Lauderdale	110	NO
Lawrence	110	NO
Leake	100	NO
Lee	90	YES
Leflore	90	YES
Lincoln	100	NO
Lowndes	90	YES
Madison	100	NO
Marion	110	NO
Marshall	90	YES
Monroe	90	YES
Montgomery	90	YES
Neshoba	100	NO
Newton	100	NO
Noxubee	100	YES
Oktibbeha	90	YES
Panola	90	YES
Pearl River	130	NO
Perry	120	NO
Pike	110	NO
Pontotoc	90	YES
Prentiss	90	YES
Quitman	90	YES
Rankin	100	NO
Scott	100	NO
Sharkey	90	NO
Simpson	100	NO
Smith	100	NO
Stone	130	NO
Sunflower	90	YES
Tallahatchie	90	YES
Tate	90	YES
Tippah	90	YES
Tishomingo	90	YES
Tunica	90	YES
Union	90	YES
Walthall	110	NO
Warren	90	NO
Washington	90	YES
Wayne	110	NO
Webster	90	YES
Wilkinson	100	NO
Winston	100	YES
Yalobusha	90	YES
Yazoo	90	NO

NOTICE TO DRAWING HOLDER

NEEL-SCHAFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS

NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION

N-S PROJECT NO.: 8667-18-33
FILENAME: TSD.dwg
SCALE:
SURVEYED BY: CLEARPOINT ENGINEERS
DSGN: MWE DATE: 01/2019
DRWN: WTA DATE: 01/2019
CHKD: DATE:
QA/QC: DATE:

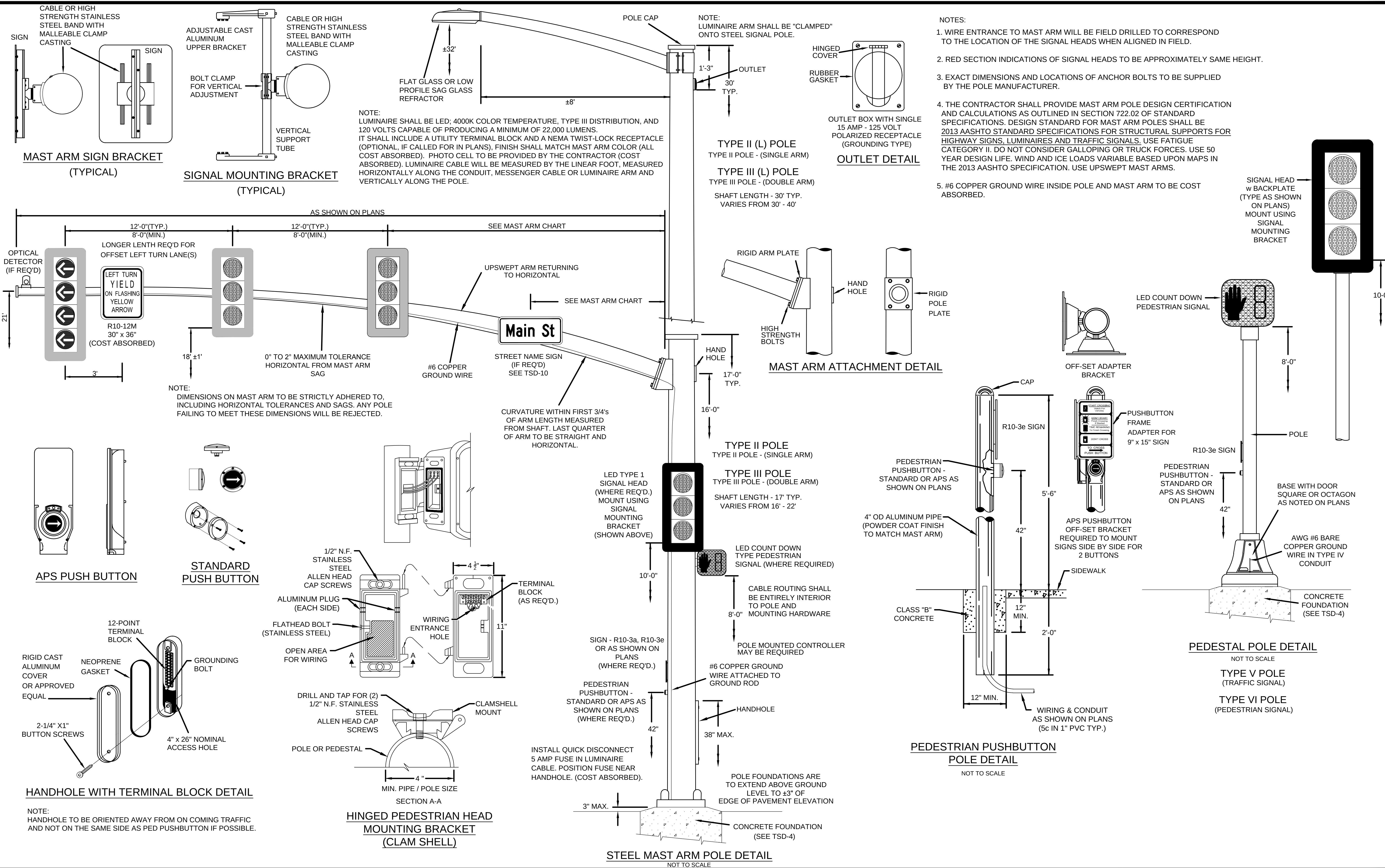
38TH AVENUE PATHWAY

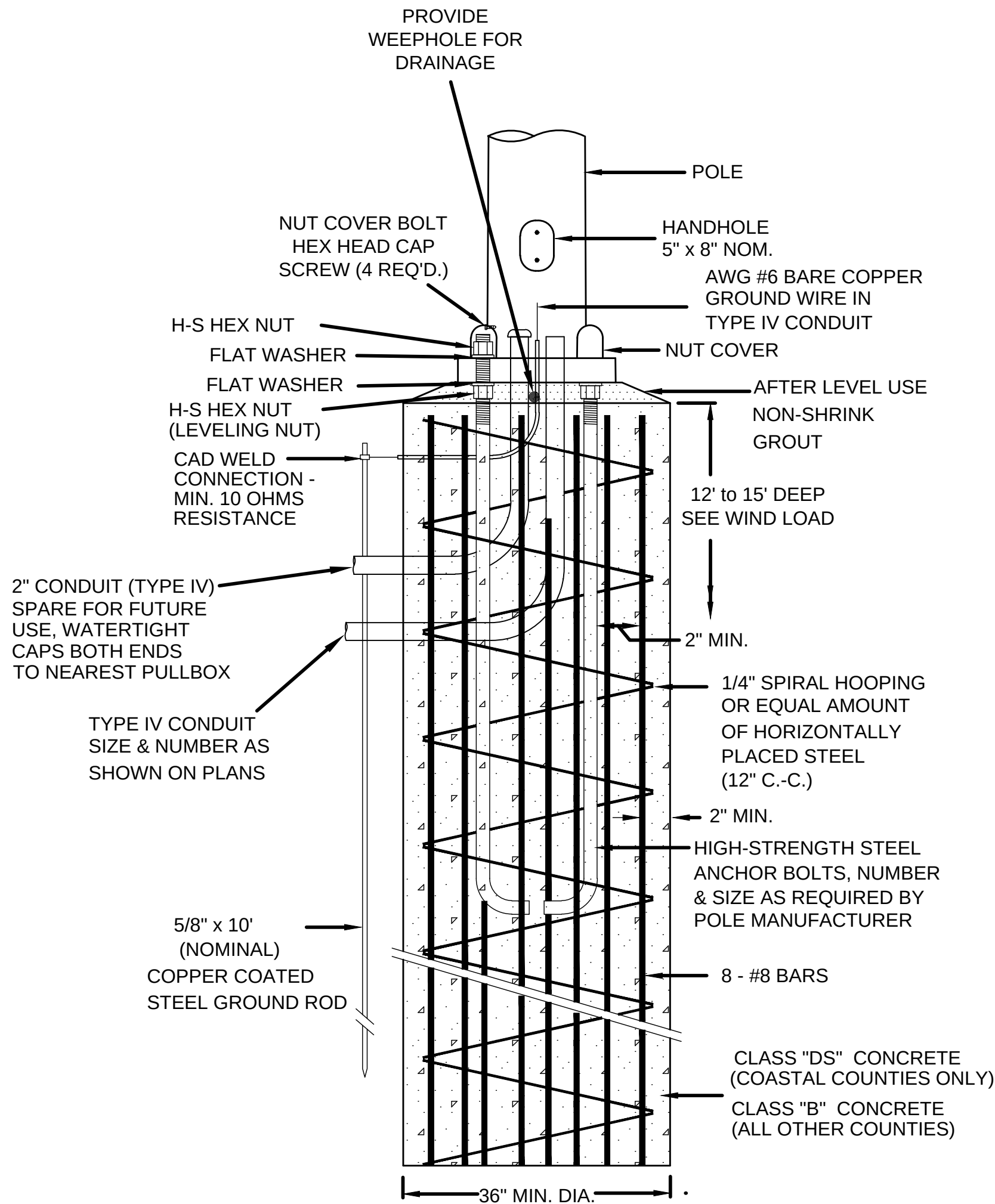
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



TRAFFIC SIGNAL STANDARDS

WORKING NUMBER:	DRAWING NUMBER:
TSD-2	27





TYPE I POLE FOUNDATION DETAIL

NOT TO SCALE

WIND SPEED DETERMINES SHAFT DIAMETER AND DEPTH:

FOUNDATION CHART

WIND SPEED	POLE TYPE	DIA. (IN.)	DEPTH (FT.)	CONCRETE	SLIP CASING
90 MPH	I	36"	12'	B	NO
100 - 130 MPH	I	36"	15'	B	NO
140 MPH	I	36"	15'	DS	YES

*SEE WIND SPEED MAP IN 2013 AASHTO GUIDELINES ON TSD-2.

FOUNDATION GENERAL NOTES

1. THE CONTRACTOR SHALL STAKE THE LOCATION OF EACH POLE FOUNDATION AND NOTIFY THE PROJECT ENGINEER FOR CONCURRENCE IN THE LOCATION BEFORE PROCEEDING WITH THE PURCHASE OF THE POLE.

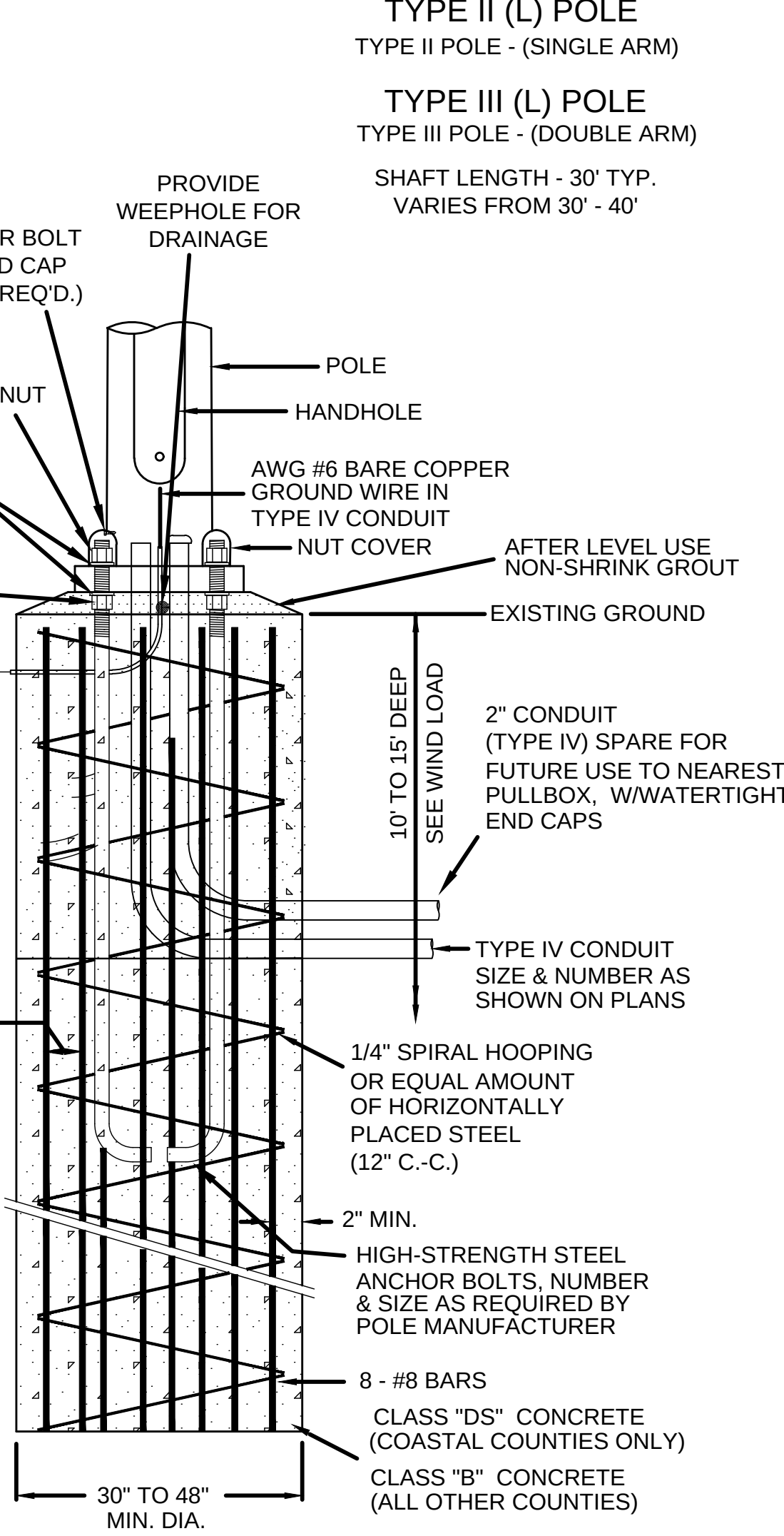
2. EXACT DIMENSIONS AND LOCATIONS OF ANCHOR BOLTS TO BE SUPPLIED BY THE MANUFACTURER. ANY FOUNDATIONS FAILING TO MEET MINIMUM DIMENSIONS WILL BE REJECTED.

3. DRY SHAFT EXCAVATION MUST MEET REQUIREMENTS OF SECTION 803.03.2.3.2. IF GROUNDWATER OR HOLE INSTABILITY IS ENCOUNTERED, SLIP CASING AND 10' TREMIE SHALL BE REQUIRED.

4. GROUND RODS TO BE DRIVEN UNTIL AT LEAST 12" BELOW FINISHED GROUND. SEE TRAFFIC SIGNAL GROUNDING DETAILS (TSD-8) FOR ADDITIONAL INFORMATION.

5. POLE FOUNDATIONS OF THE SIZE SPECIFIED WILL BE MEASURED BY THE CUBIC YARD, WHICH MEASUREMENT SHALL BE THE AREA BOUNDED BY THE VERTICAL PLANES OF THE NEAT LINES OF THE FOUNDATION. FIELD CONDITIONS MAY REQUIRE TALLER FOUNDATIONS THAN SPECIFIED IN THE PLANS IN WHICH THE CONTRACTOR SHALL BE PAID FOR ADDITIONAL CONCRETE PER CUBIC YARD AS BID IN THE POLE FOUNDATIONS PAY ITEM.

6. THE FINISHED TOP SURFACE OF EACH FOUNDATION SHALL BE ±3 INCHES FROM THE PAVEMENT EDGE ELEVATION AT THE FOUNDATION LOCATION. WHERE FOUNDATIONS ARE CONSTRUCTED IN AREAS WHERE THE PAVEMENT EDGE ELEVATION AND SHOULDER EDGE ELEVATION DIFFER MORE THAN TWELVE (12) INCHES, TALLER FOUNDATIONS MAY BE USED BUT MUST BE APPROVED BY THE ENGINEER. TALLER POLES SHOULD BE EVALUATED TO MINIMIZE EXPOSED FOUNDATION.



STEEL MAST ARM POLE FOUNDATION DETAIL

NOT TO SCALE

WIND SPEED DETERMINES SHAFT DIAMETER AND DEPTH:

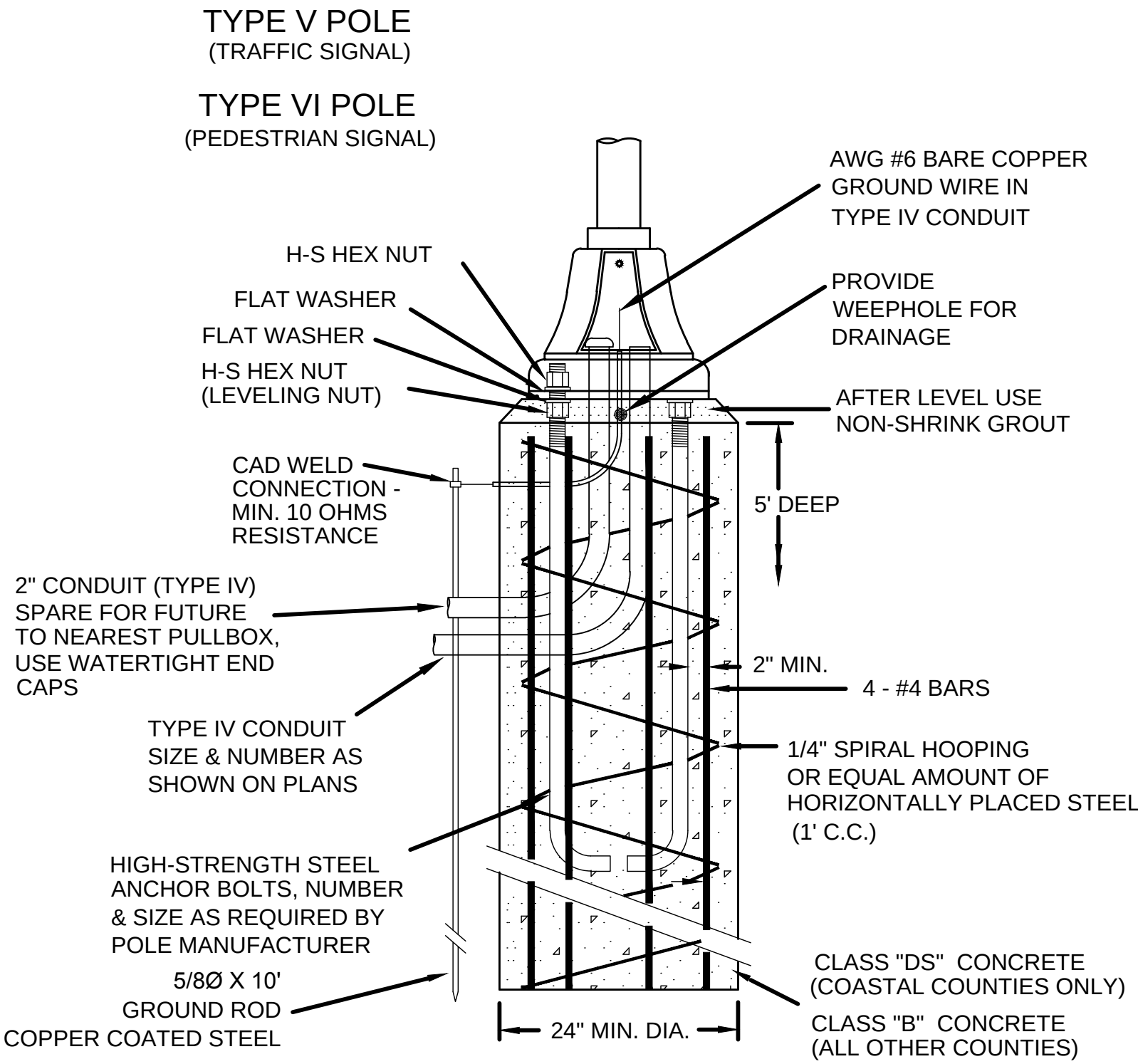
FOUNDATION CHART

WIND SPEED	POLE TYPE	ARM LENGTH	DIA. (IN.)	DEPTH (FT.)	CONCRETE	SLIP CASING
90 MPH	II, II (L)	5' - 45'	30"	10'	B	NO
90 MPH	II, II (L)	50' - 80'	36"	12'	B	NO
90 MPH	III, III (L)	5' - 80'	36"	15'	B	NO
90 MPH	II, II (L), III, III (L)	85' & OVER	48"	15'	B	NO
100 - 130 MPH	II, II (L), III, III (L)	5' - 80'	36"	15'	B	NO
100 - 130 MPH	II, II (L), III, III (L)	85' & OVER	48"	15'	B	NO
140 MPH	II, II (L), III, III (L)	5' - 80'	36"	15'	DS	YES
140 MPH	II, II (L), III, III (L)	85' & OVER	48"	15'	DS	YES

*SEE WIND SPEED MAP IN 2013 AASHTO GUIDELINES ON TSD-2.

7. WHEN POLES ARE SET WITHIN OR ON EDGE OF SIDEWALK, POLES SHALL BE AS FLUSH AS POSSIBLE WITH SIDEWALK GRADE. THE FOOTPRINT OF THE NON-SHRINK GROUT PAD MAY BE REDUCED IN SIZE TO PROVIDE ADEQUATE CLEARANCE FOR SIDEWALK AND/OR ACCESSIBILITY CONSIDERATIONS.

8. SLIP CASINGS OF THE SIZE SPECIFIED WILL BE MEASURED BY THE LINEAR FOOT FROM THE GROUND ELEVATION TO THE BOTTOM OF THE STRATA NEEDING TO BE CASED.



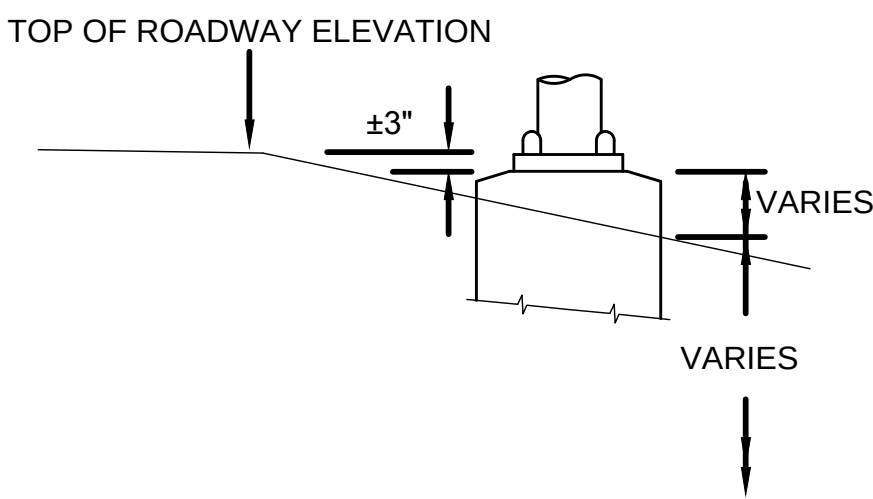
PEDESTAL POLE FOUNDATION DETAIL

NOT TO SCALE

FOUNDATION CHART

WIND SPEED	POLE TYPE	DIA. (IN.)	DEPTH (FT.)	CONCRETE	SLIP CASING
90 -130 MPH	V, VI	24"	5'	B	NO
140 MPH	V, VI	24"	5'	DS	NO

*SEE WIND SPEED MAP IN 2013 AASHTO GUIDELINES ON TSD-2.



LOW SHOULDER FOUNDATION DETAIL

NOT TO SCALE

38TH AVENUE PATHWAY

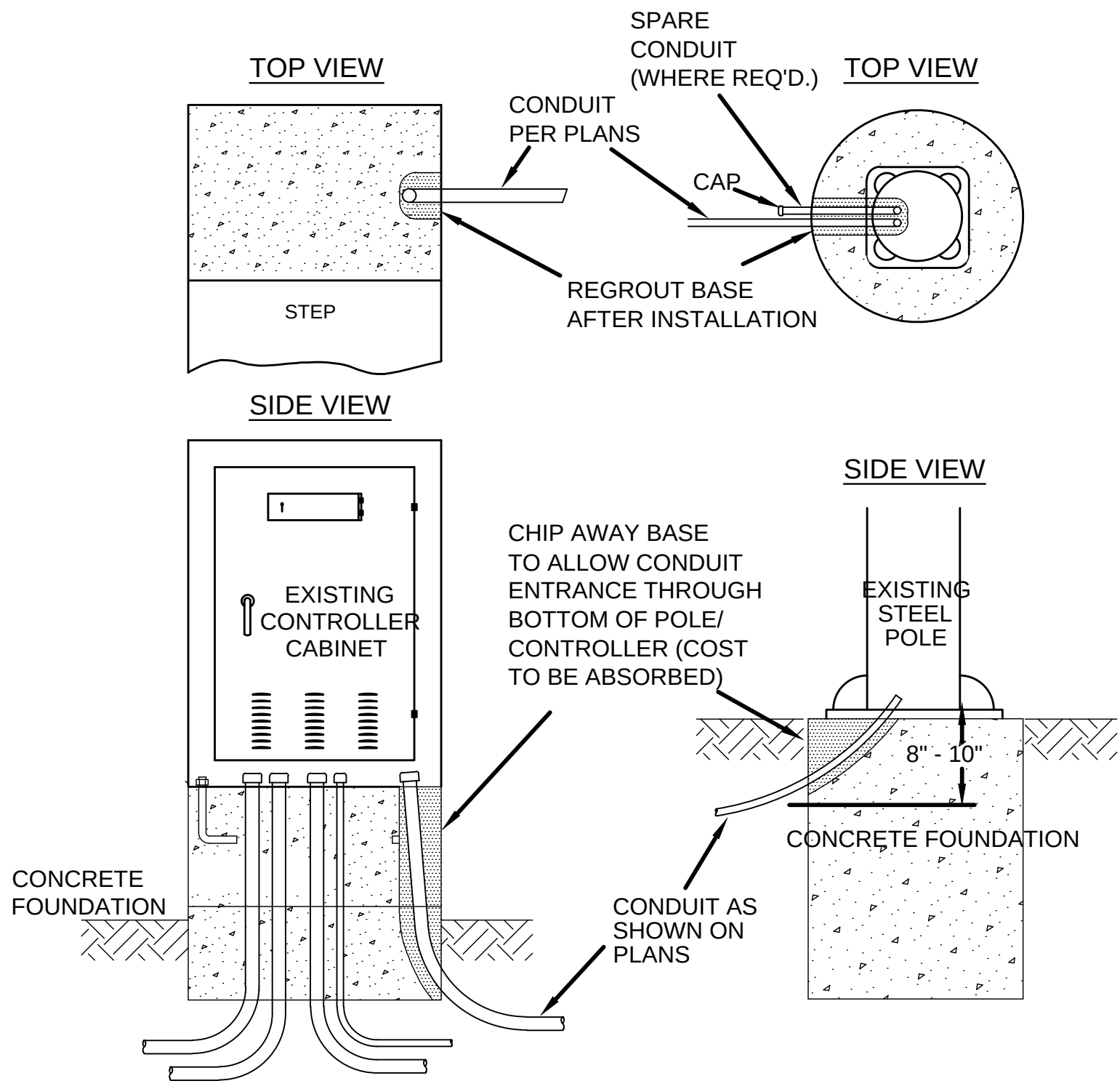
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



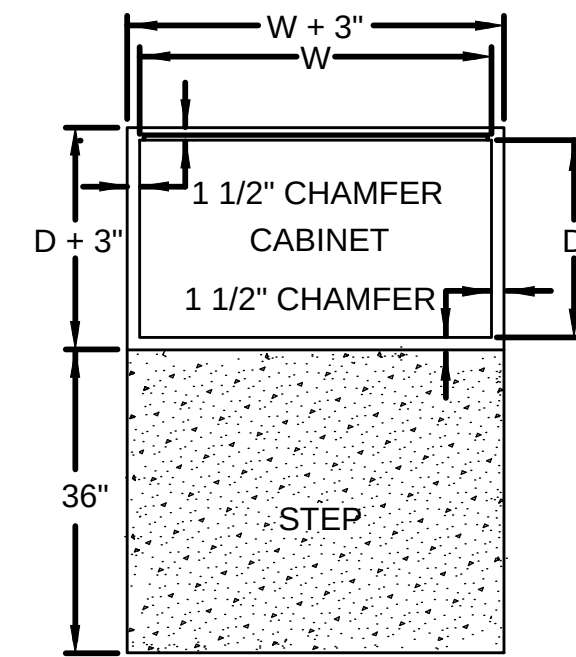
TRAFFIC SIGNAL STANDARDS

WORKING NUMBER:
TSD-4

DRAWING NUMBER:
29



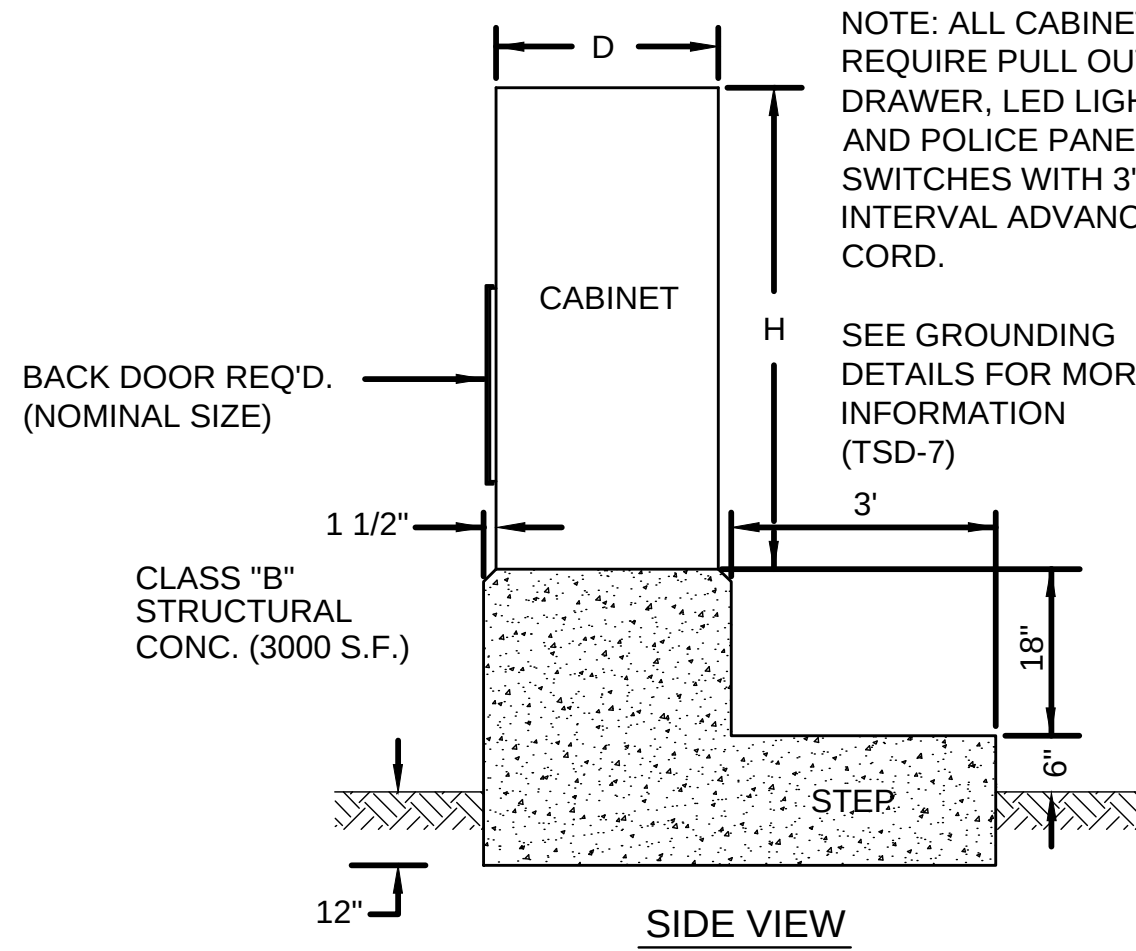
CONDUIT ENTRANCE DETAIL
(EXISTING CABINET OR POLE)



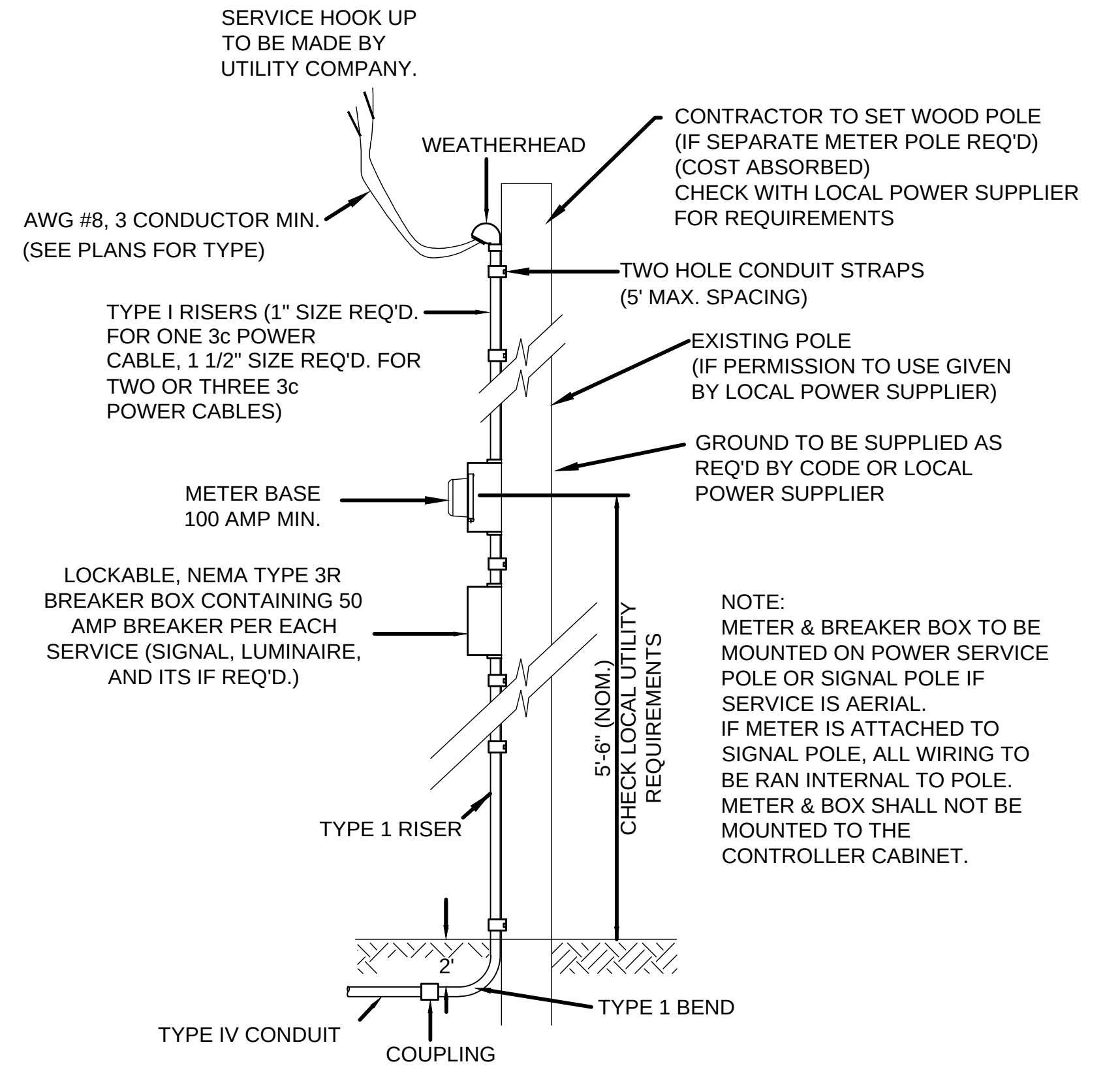
CABINET INFORMATION

TYPE	SIZE (MIN.)	LOAD BAY
TYPE I CABINET	51"H x 30"W x 18"D	8 POSITION
TYPE II CABINET	51"H x 36"W x 18"D	12 POSITION
TYPE III CABINET	56"H x 44"W x 27"D	16 POSITION
TYPE IV CABINET	56"H x 57"W x 29"D	16 POSITION
TYPE V CABINET	77"H x 44"W x 27"D	16 POSITION

TYPE I AND II MAY BE POLE OR BASE MOUNTED, ALL OTHERS ARE BASE MOUNT. CONTRACTOR TO VERIFY CABINET SIZE BEFORE POURING FOUNDATION.

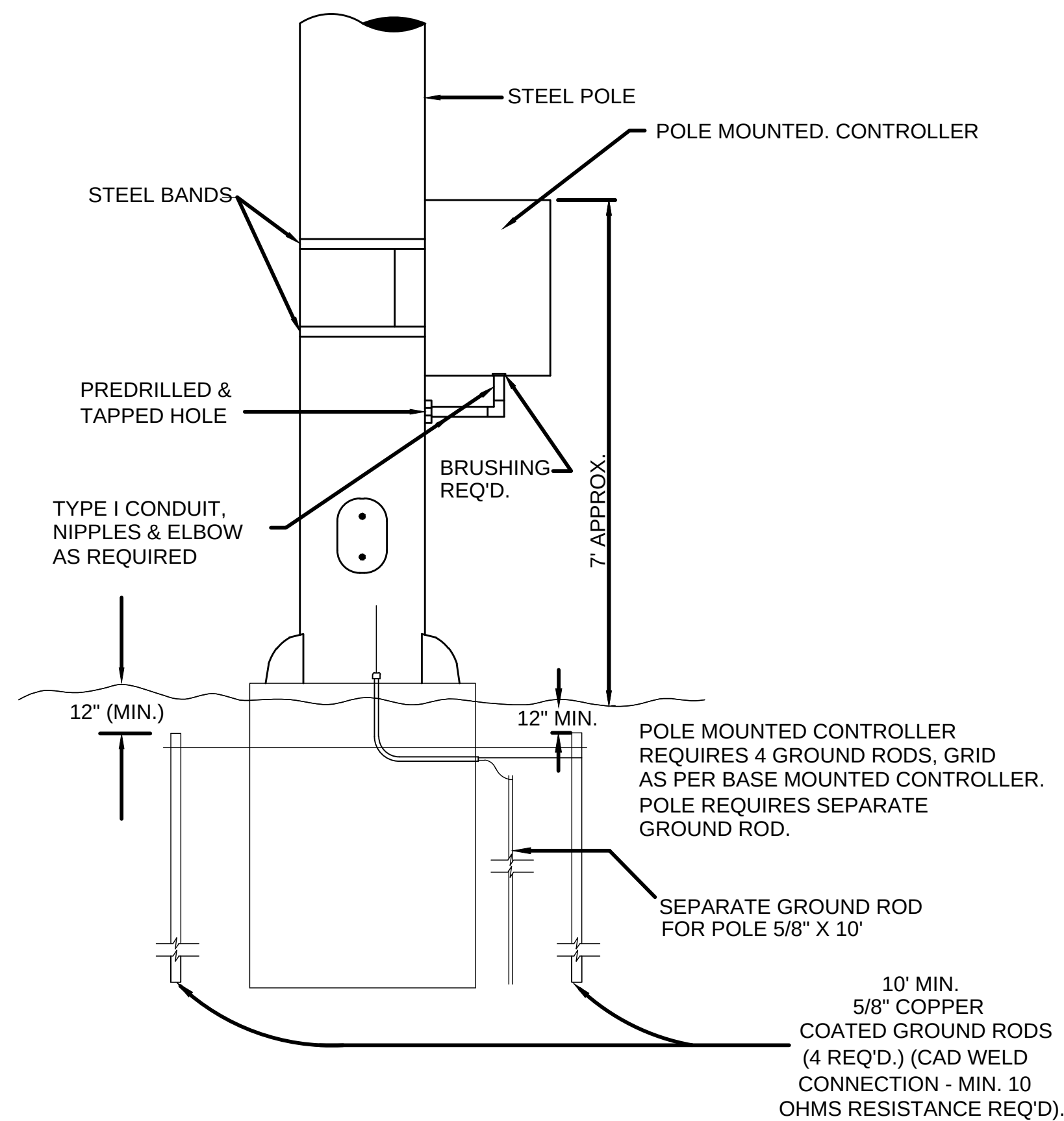


NOTE: THE BASE MOUNTED CABINET IS TO BE SITUATED IN THE OPTIMUM POSITION FOR VIEWING THE CONTROLLER OPERATION AND THE ON STREET SIGNAL DISPLAYS SIMULTANEOUSLY. THIS POSITION IS TO BE DETERMINED IN THE FIELD BY THE ENGINEER.



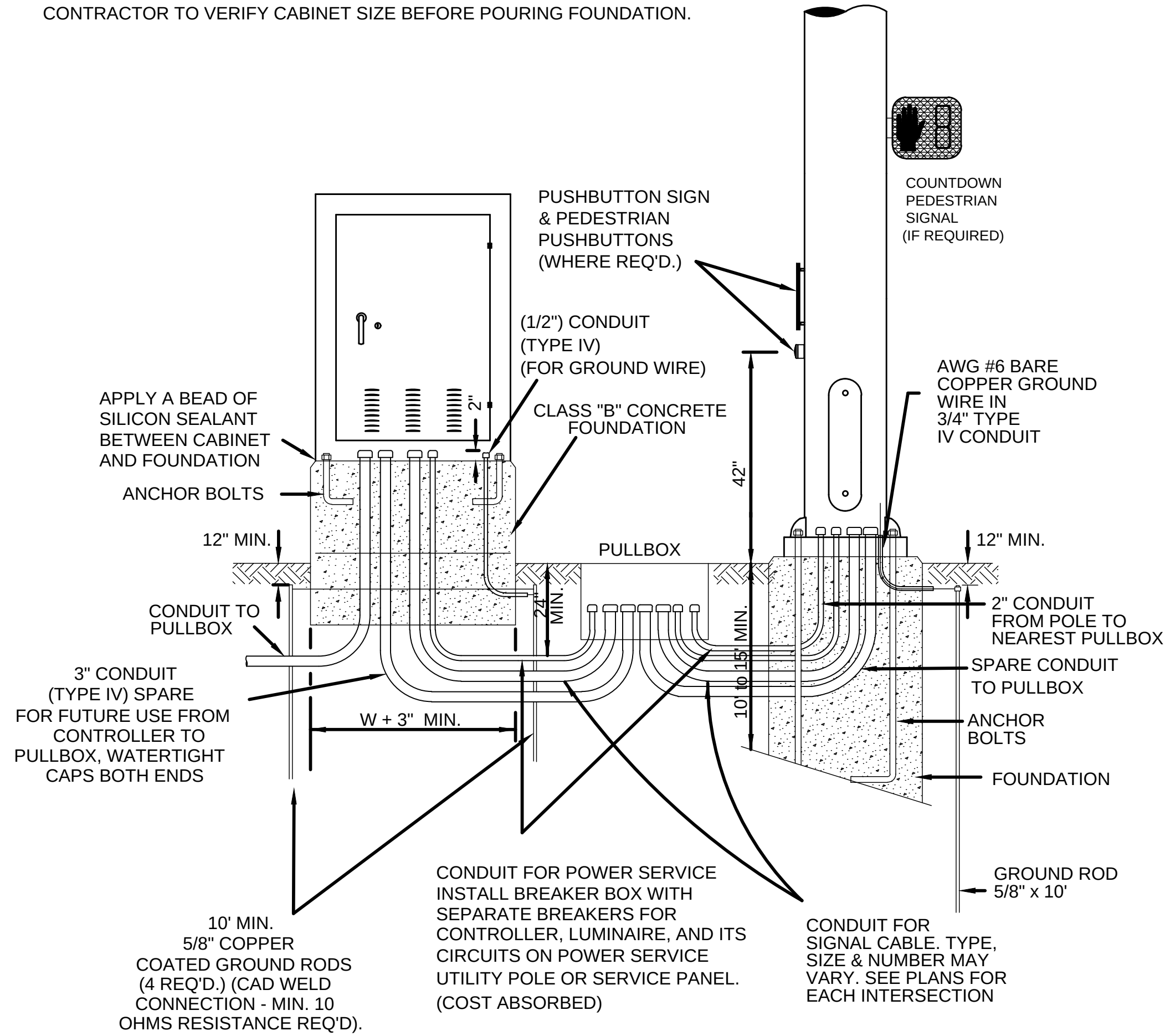
POWER SERVICE DETAIL

TO BE USED FOR SERVICE DOWN POLE OR WHEN METER IS SET ON POLE. SEE TSD-7 FOR POWER SERVICE PEDESTAL DETAILS.



TYPICAL DETAIL FOR POLE MOUNTED CONTROLLER

NOT TO SCALE



FRONT VIEW

TYPICAL DETAIL OF BASE FOR CONTROLLER EQUIPMENT CABINET

NOT TO SCALE

NOTICE TO DRAWING HOLDER

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				QA/QC: DATE:	

38TH AVENUE PATHWAY

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

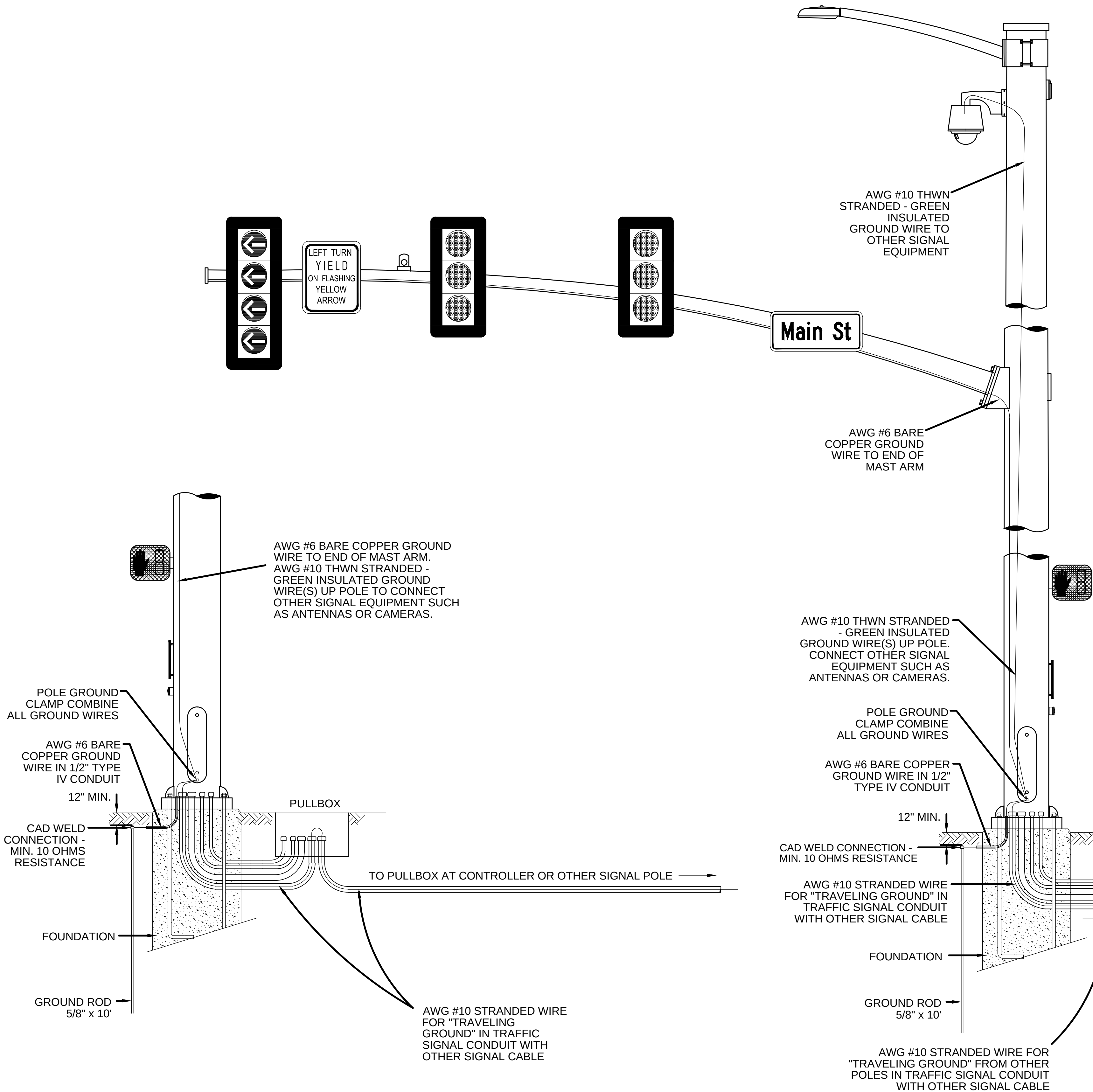


TRAFFIC SIGNAL STANDARDS

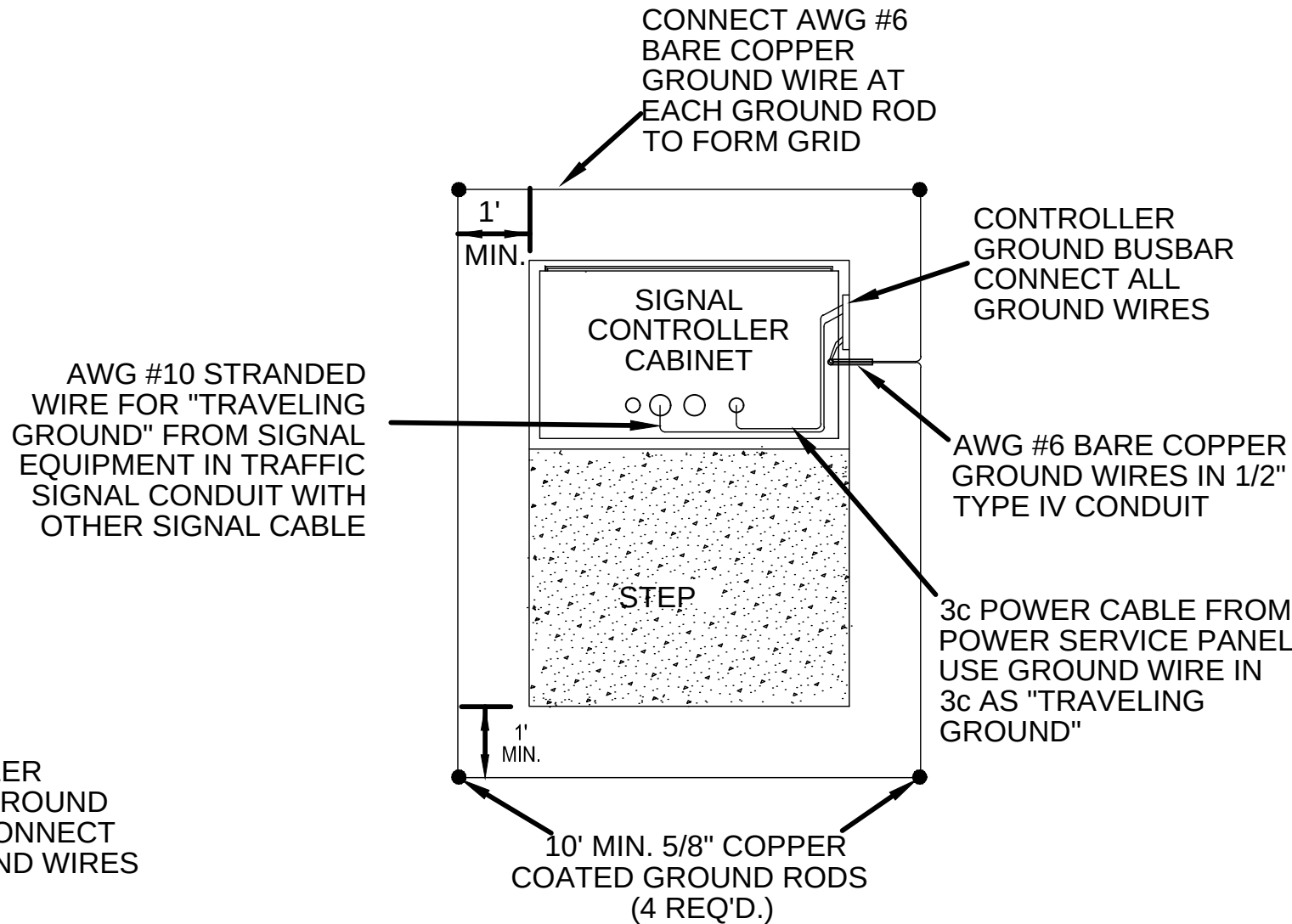
WORKING NUMBER:
TSD-5

DRAWING NUMBER:
30

- GROUNDING NOTES:
1. GROUND RODS USED SHALL BE COPPER CLAD, STEEL RODS OF THE DIAMETER AND LENGTH SHOWN ON THE PLANS. GROUND RODS SHALL CONFORM TO THE REQUIREMENTS OF UL-467. GROUNDING ROD COUPLERS SHALL BE UL APPROVED, MADE FROM BRONZE, STAINLESS STEEL OR COPPER CLAD WITH A SOLID CENTER PROVIDING 100 PERCENT CONDUCTIVITY.
 2. SINGLE GROUND RODS SHALL BE DRIVEN VERTICALLY UNTIL THE TOP OF THE ROD IS AT LEAST 12 INCHES BELOW THE FINISHED GROUND.
 3. SOLID CONDUCTOR COPPER WIRE, AWG 6 SHALL BE USED FOR GROUNDING CONDUCTOR AND BONDING JUMPERS UNLESS OTHERWISE STATED IN THE PLANS. BARE SOLID CONDUCTOR COPPER WIRE SHALL MEET THE REQUIREMENTS OF ASTM B2.
 4. #10 THWN STRANDED - GREEN INSULATED WIRE SHALL BE USED FOR TRAVELING GROUND. THIS WIRE RUNS FROM POLE TO POLE BACK TO CONTROLLER CABINET TO TIE ALL EQUIPMENT TOGETHER. IT IS INSTALLED IN THE SAME CONDUIT AS THE OTHER SIGNAL CABLES.
 5. THE GROUNDING CONDUCTOR SHALL BE CONTINUOUS AND SHALL BE CONNECTED TO A COMMON GROUND SYSTEM BETWEEN ALL SUPPORTING POLES AND STRUCTURES, TO EACH TRANSFORMER, AND TO EACH GROUNDING CONDUCTOR IN A MULTI-CONDUCTOR CABLE ASSEMBLY. ADDITIONAL GROUNDING RODS ELECTRODES (UP TO FOUR (4) RODS) SHALL BE INSTALLED TO OBTAIN A MAXIMUM VALUE OF FIVE (5) OHMS TO GROUND.
 6. BOLTED GROUNDING CONNECTIONS OF SOLDER-LESS TYPE MADE OF THE HIGH STRENGTH ELECTRICAL BRONZE WITH SILICON BRONZE CLAMPING BOLTS AND HARDWARE MAY BE USED; DESIGNED SUCH THAT, BOLTS, NUTS, LOCK WASHERS AND SIMILAR HARDWARE THAT MIGHT NICK OR OTHERWISE DAMAGE THE GROUND WIRE WILL NOT DIRECTLY CONTACT THE GROUND WIRE. GROUNDING SPLICES SHALL NOT BE INSULATED.
 7. EXOTHERMIC WELDED GROUND CONNECTIONS SHALL BE USE WHERE SPECIFIED.
 8. ALL SIGNAL EQUIPMENT AND CABLE SHALL BE PROTECTED WITH AN INLINE SURGE SUPPRESSOR IF RECOMMENDED BY THE MANUFACTURER OR A PANEL MOUNTED SURGE SUPPRESSOR AS RECOMMENDED BY THE MANUFACTURER OR APPROVED EQUAL, INSTALLED AND GROUNDED PER MANUFACTURER'S RECOMMENDATIONS.
 9. ALL GROUNDING EQUIPMENT AND WIRE SHALL BE COST ABSORBED.



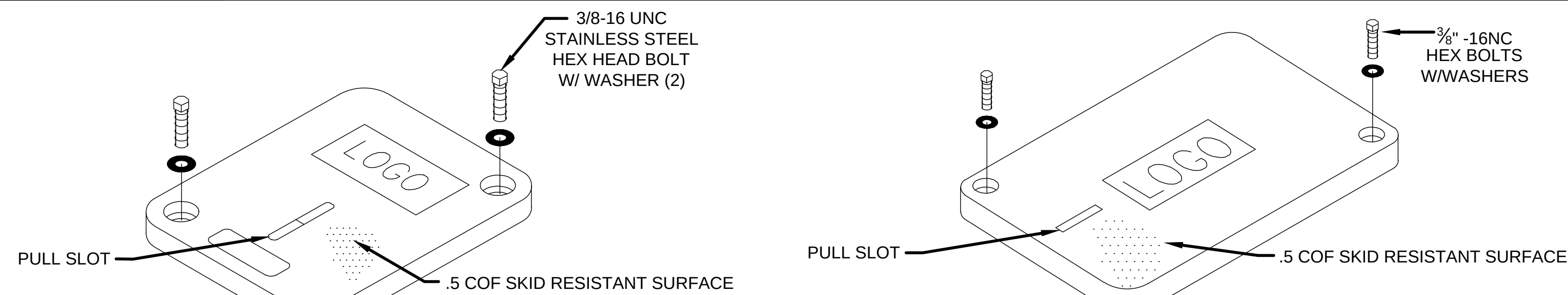
GROUNDING DETAIL
NOT TO SCALE



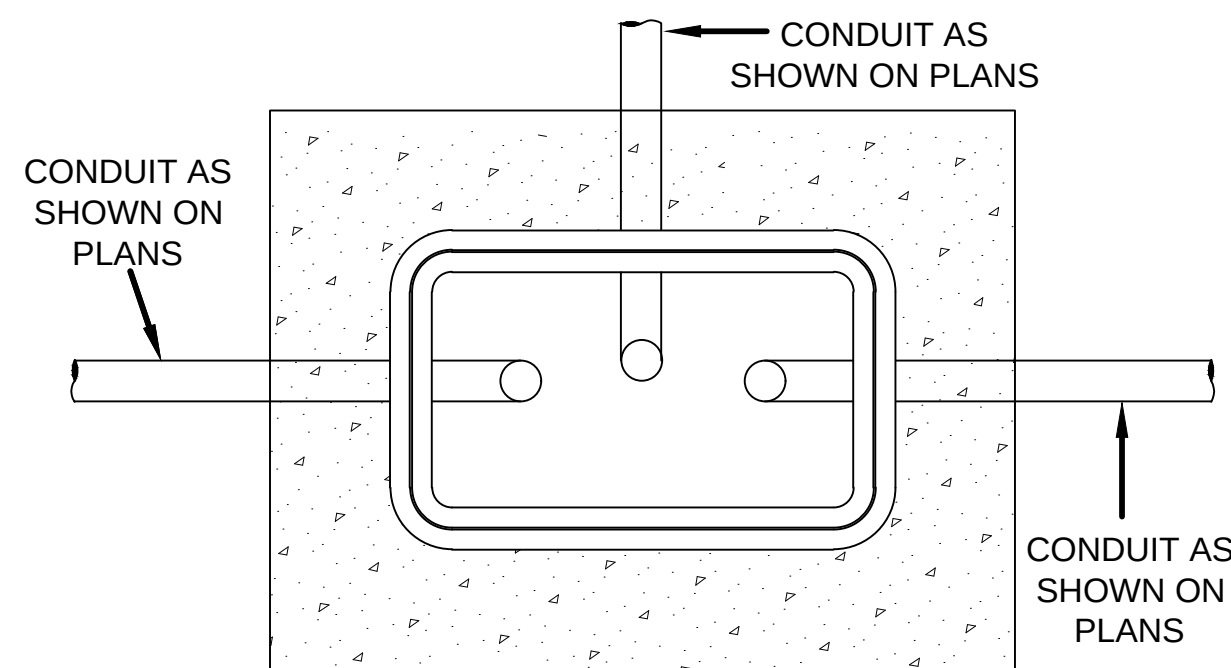
CONTROLLER PLAN VIEW
NOT TO SCALE

1/4/2019 10:58 AM C:\Users\neel\OneDrive\Documents\38th Avenue Pathway\38th Avenue Pathway.dwg

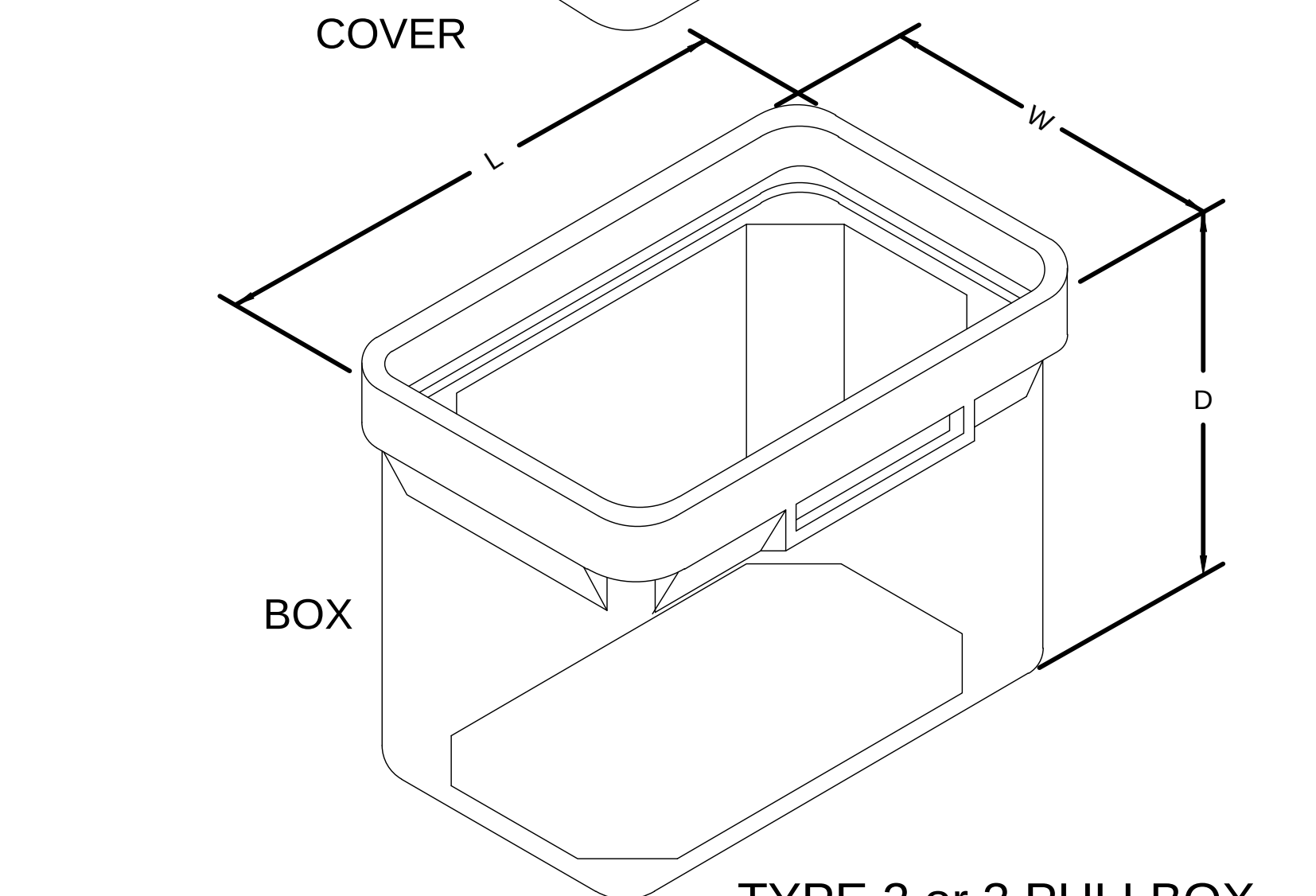
NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HERINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS		DRAWING INFORMATION		38TH AVENUE PATHWAY			TRAFFIC SIGNAL STANDARDS	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8667-18-33				
					FILENAME: TSD.dwg				
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					SURVEYED BY: CLEARPOINT ENGINEERS				
					DSGN: MWE	DATE: 01/2019	CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY	WORKING NUMBER: TSD-6	DRAWING NUMBER: 31
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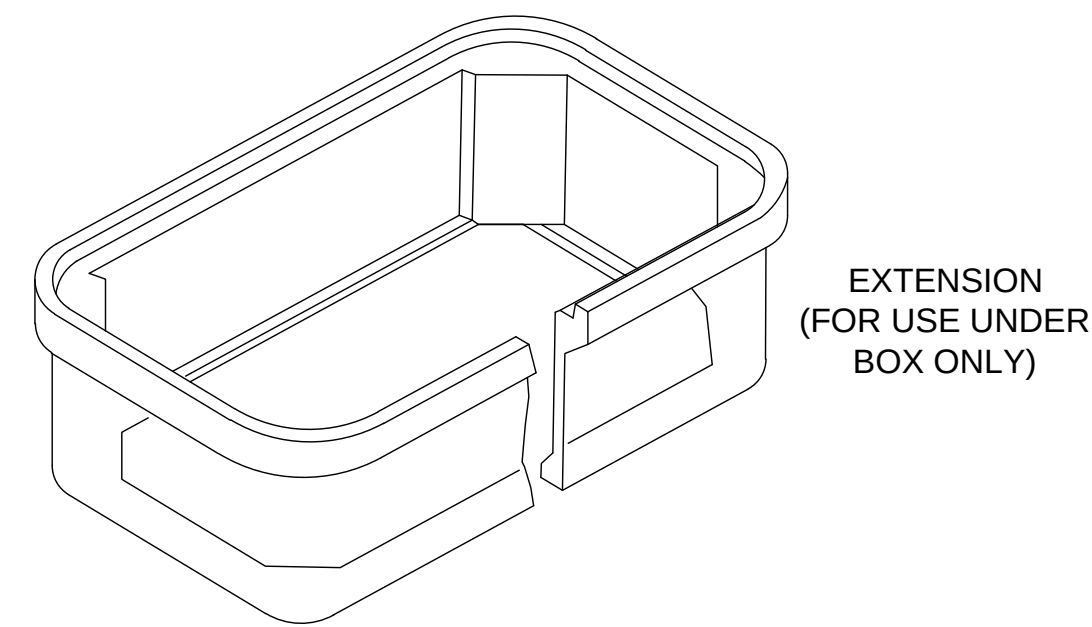
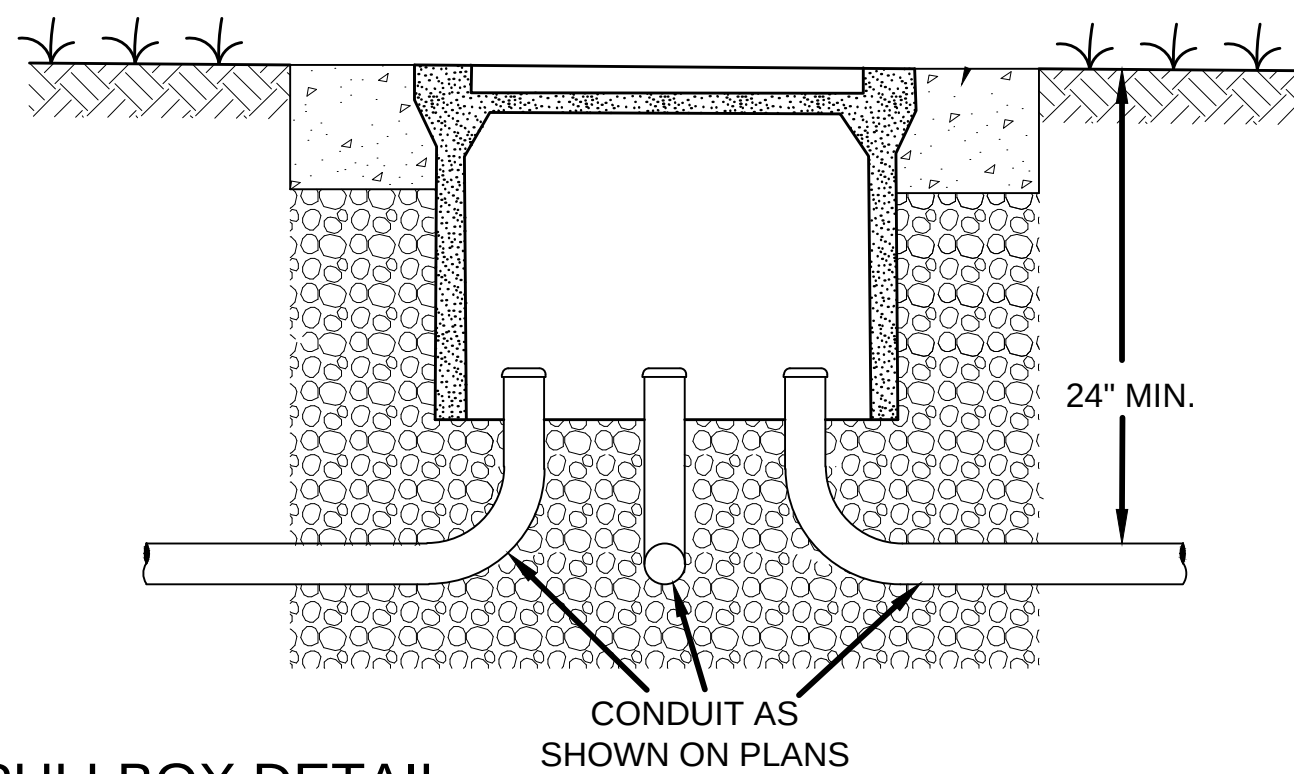
TYPE 1 PULLBOX
NOT TO SCALE



CONDUIT AT PULLBOX DETAIL
NOT TO SCALE



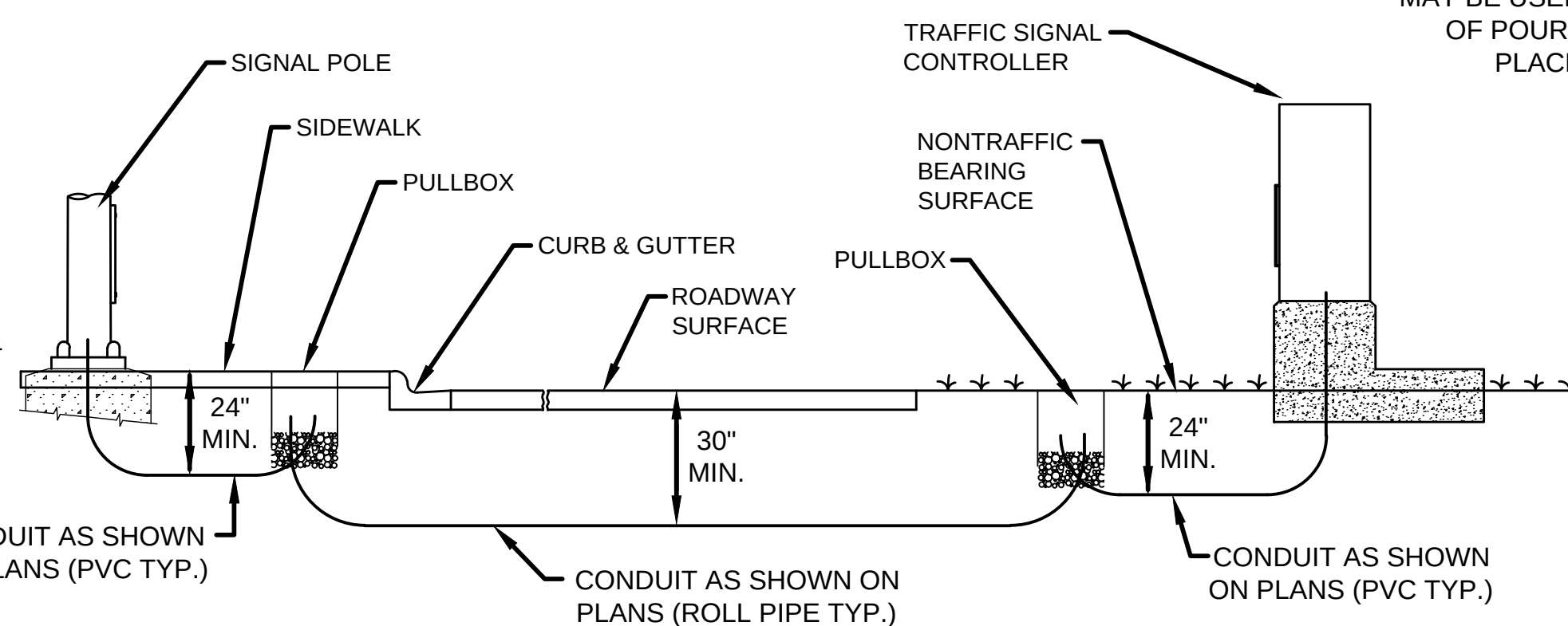
TYPE 2 or 3 PULLBOX
NOT TO SCALE



NOMINAL MINIMUM DIMENSIONS (W x L x D)

DIM	TYPE 1	TYPE 2	TYPE 3
W	11"	13"	17"
L	18"	24"	30"
D	12"	18"	24"

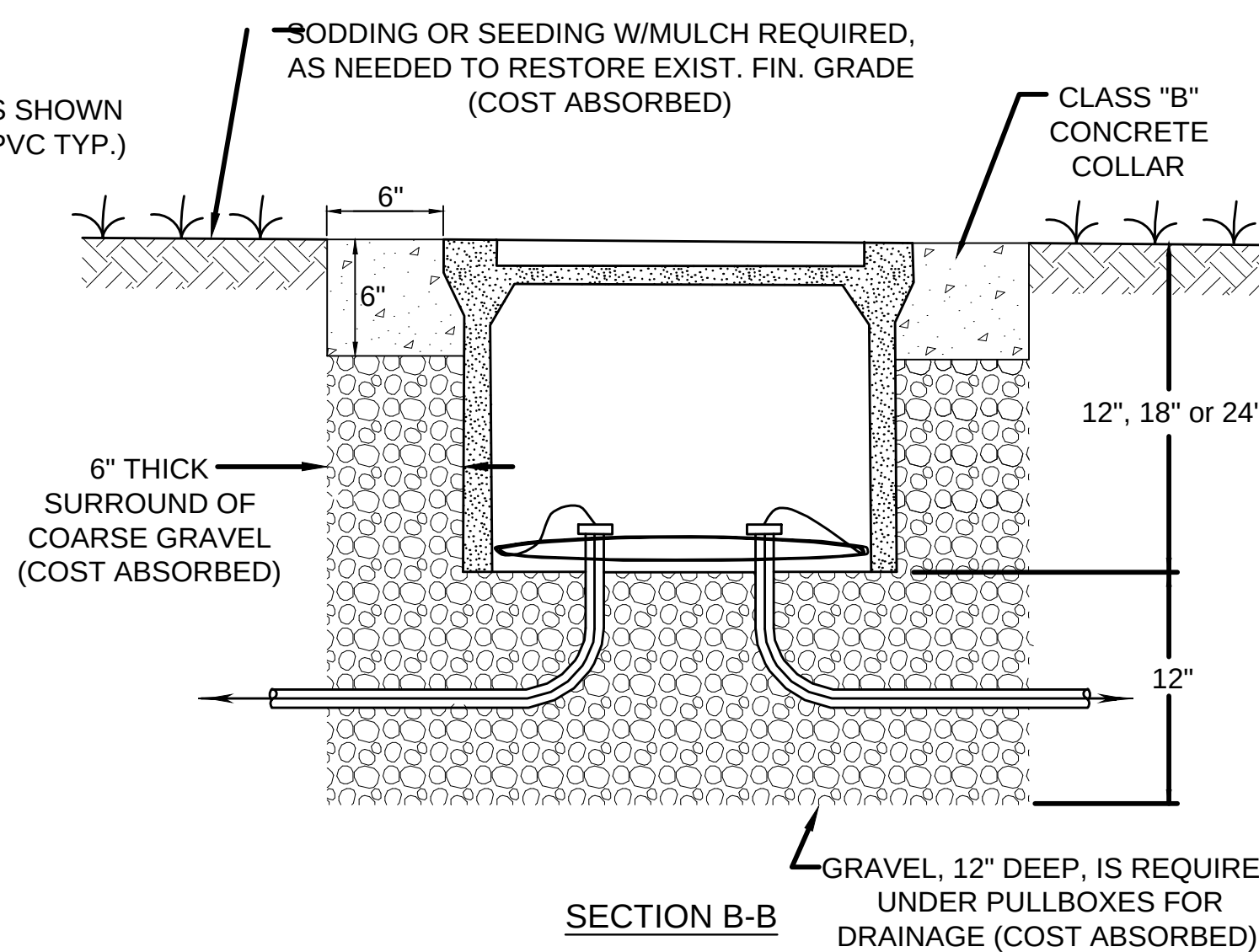
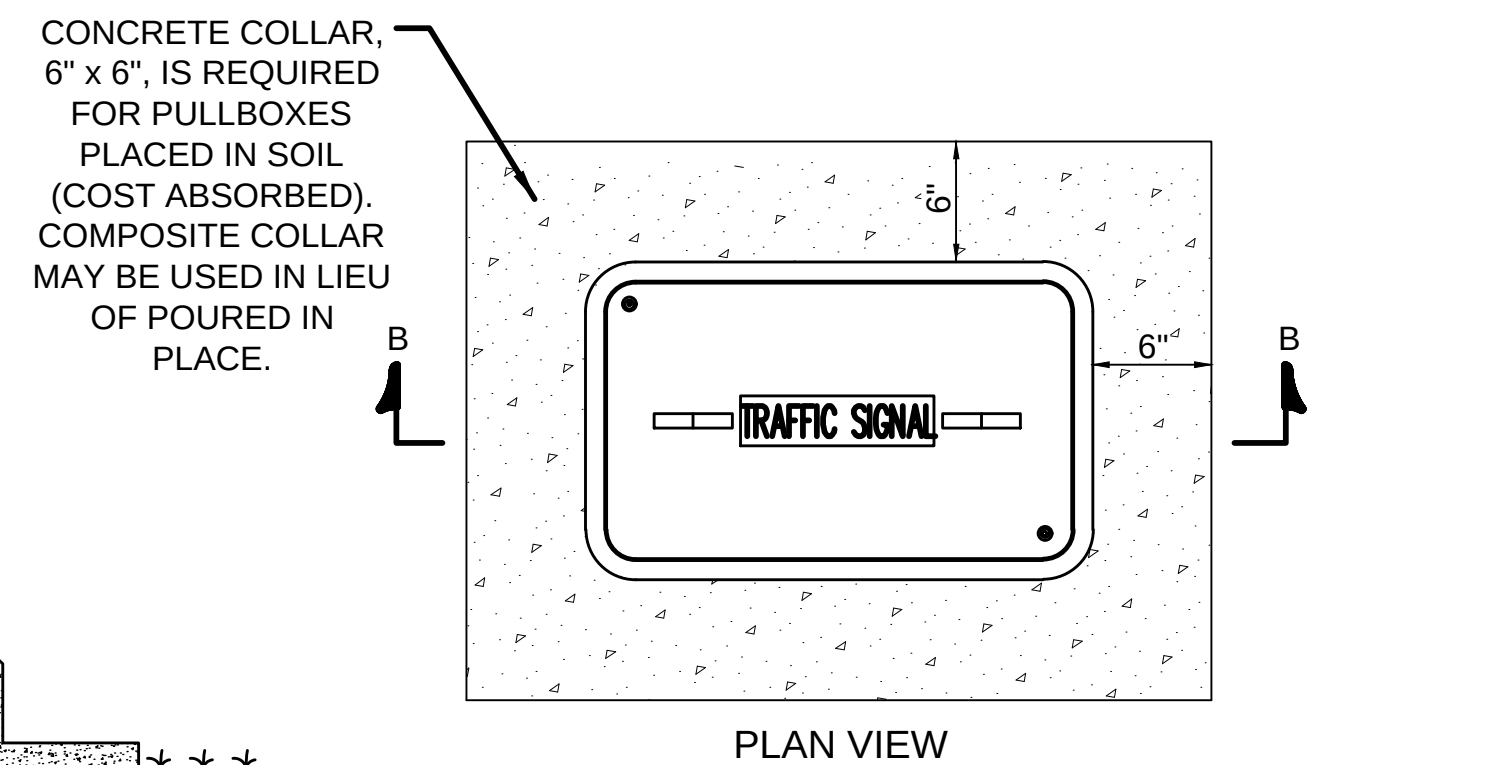
COLLARS AND GRAVEL UNDER PULLBOX REQUIRED FOR ALL TYPES OF PULLBOXES



TYPICAL CONDUIT INSTALLATION SECTION
NOT TO SCALE

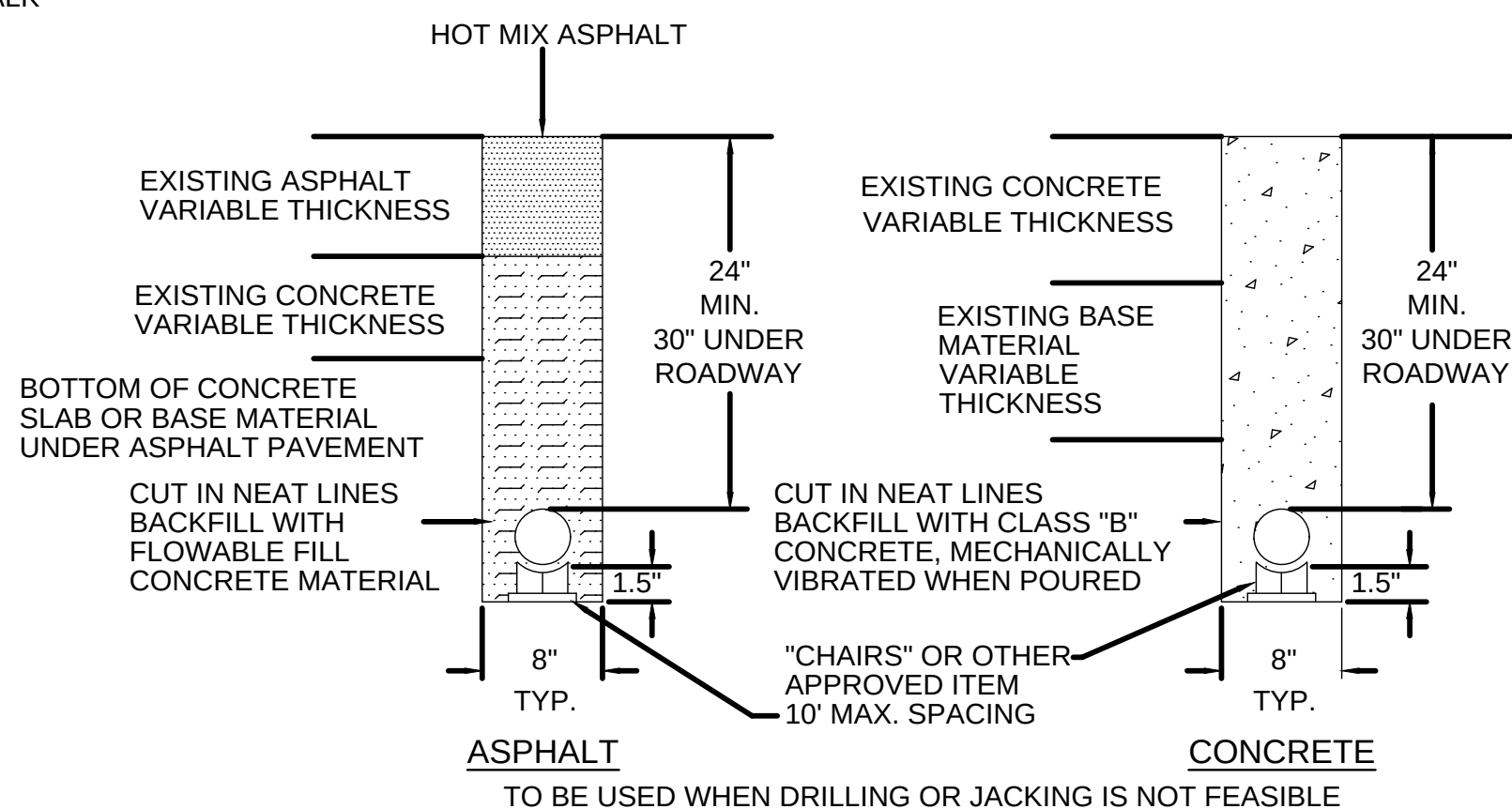
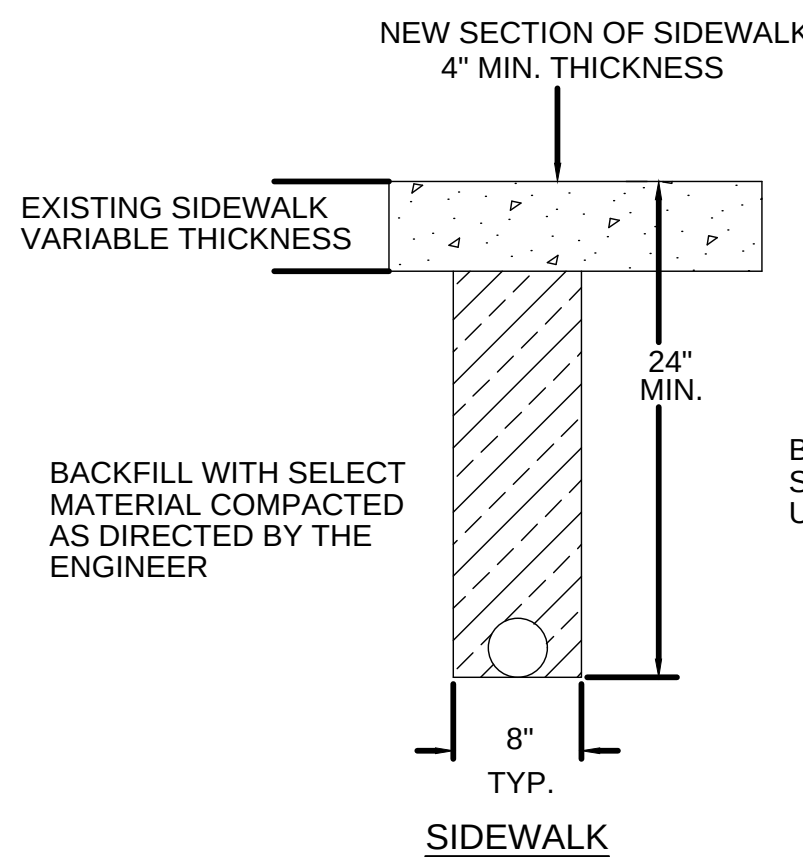
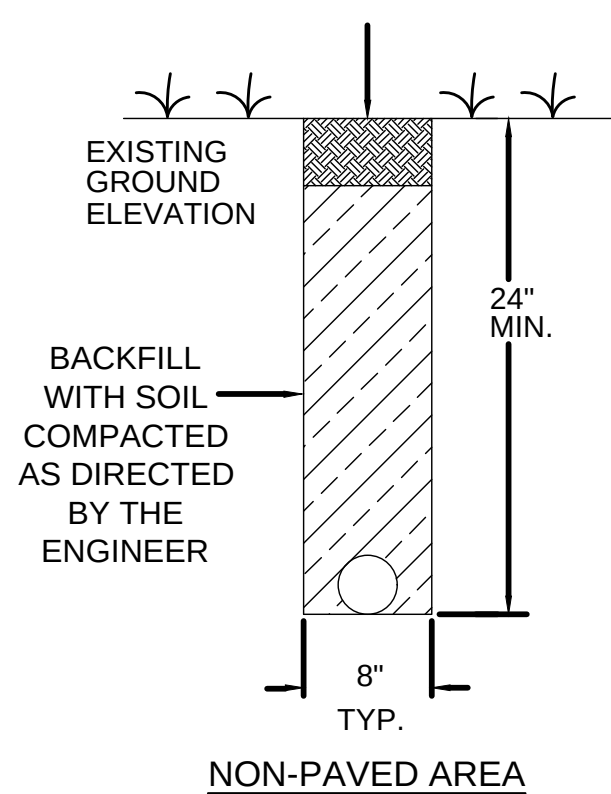
- CONDUIT NOTES:
1. TOP OF CONDUIT DEPTH SHALL BE A MINIMUM OF 24" UNLESS WHEN INSTALLED UNDER PAVED ROADWAY WHERE IT SHALL BE 30" MINIMUM DEPTH.
 2. CONDUIT BORED OR DRILLED UNDER RAILROAD SHALL BE 10' MIN. BELOW RR BED, CONDUIT BORED OR DRILLED UNDER STREAMS SHALL BE 5' MIN. BELOW STEAM BED. BORE LOGS WILL BE REQUIRED FOR EACH LOCATION.
 3. PULL TAPE SHALL BE INSTALLED INTO EACH EMPTY CONDUIT (COST ABSORBED).
 4. CONDUIT TO BE SEALED WITH DUCT SEALER ONCE CABLE IS INSTALLED. BLANK DUCT PLUGS SHALL BE INSTALLED IN EACH EMPTY CONDUIT.
 5. SAWCUT SIDEWALK AT EXISTING JOINTS AND REPLACE ENTIRE SECTION TO MATCH EXISTING MATERIAL. WHEN NEW SIDEWALK IS BEING CONSTRUCTED, CONDUIT, PULLBOX, AND POLE ARE TO BE INSTALLED BEFORE SIDEWALK IS POURED.
 6. TYPE I CONDUIT IS RIGID GALV. STEEL; TYPE IV CONDUIT IS PVC; FLEXIBLE CONDUIT AND ROLL PIPE ARE HDPE.
 7. ELECTRICAL SUBCONTRACTOR SHALL COORDINATE CONDUIT INSTALLATION WORK UNDER ROADWAY WITH ROADWAY CONSTRUCTION PHASING IN ORDER TO MINIMIZE JACKING.
 8. MATERIAL REMOVED THAT IS NOT SUITABLE FOR BACKFILL OR IS EXCESS SHALL BE DISPOSED OF BY THE CONTRACTOR (COST ABSORBED).
 9. CONDUIT WILL BE MEASURED PER LINEAR FEET TO THE NEAREST FOOT FROM CENTER TO CENTER OF PULL BOX AND/OR FOUNDATION. MEASUREMENT IN UNDERGROUND CONDUIT IS ONLY IN THE HORIZONTAL PLANE AND NO ADDITIONAL QUANTITY SHALL BE ADDED FOR CONDUIT DEPTH OR CHANGE IN ELEVATION OF THE CONDUIT. ANY ABOVE GROUND VERTICAL CONDUIT RUNS, AS INDICATED IN THE PLANS, SHALL BE MEASURED PER LINEAR FEET TO THE NEAREST FOOT.

- PULLBOX NOTES:
1. GRADE LEVEL PULL BOX, ENCLOSURES, STRUCTURAL JUNCTION BOXES AND COVERS SHALL MEET THE REQUIREMENTS OF SUBSECTION 722.06 OF SPECS. ALL PULLBOXES SHALL BE TIER 22 = 22,500-POUND DESIGN LOAD, 33,750-POUND TEST LOAD.
 2. IN GENERAL, TYPE 2 BOXES ARE USED FOR CORNERS WHERE SIGNAL CONDUIT UNDER ROADWAY AND TO SIGNAL POLE MEET, TYPE 3 BOXES ARE USED AT CONTROLLER CORNER WHERE ADDITIONAL ROOM FOR EXTRA CONDUIT IS REQUIRED.
 3. LOGOS SHALL READ TRAFFIC, SIGNAL, OR TRAFFIC SIGNAL.
 4. PULLBOXES SHALL NOT BE LOCATED IN THE ROADWAY, SIDEWALK, DRIVEWAY OR OTHER PATHWAY SURFACES UNLESS SPECIFICALLY REQUIRED ON THE PLANS. THEY SHALL NOT BE LOCATED IN DRAINAGE COLLECTION AREAS AND LOCATIONS WHERE DRAINAGE RUNOFF OCCURS SHOULD BE AVOIDED WHENEVER POSSIBLE.
 5. THE FINAL GRADE OF PULLBOX TOP SHALL BE FLUSH WITH ADJACENT MATERIAL WHEN THEY MUST BE INSTALLED WITHIN SIDEWALKS, ISLANDS OR BARRIER WALLS. THE FINAL GRADE OF TOP LOCATED IN SOIL OR SODDED AREAS SHALL BE APPROXIMATELY ONE (1) INCH HIGHER THAN ADJACENT EARTH OR SODDED AREAS.



COLLAR AND GRAVEL DETAIL
NOT TO SCALE

SURFACE TO BE RESTORED TO ORIGINAL CONDITION TO THE SATISFACTION OF THE ENGINEER



CONDUIT TRENCHING DETAIL
NOT TO SCALE

NOTICE TO DRAWING HOLDER

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				DSGN:	MWE DATE: 01/2019
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				QA/QC:	DATE:

38TH AVENUE PATHWAY

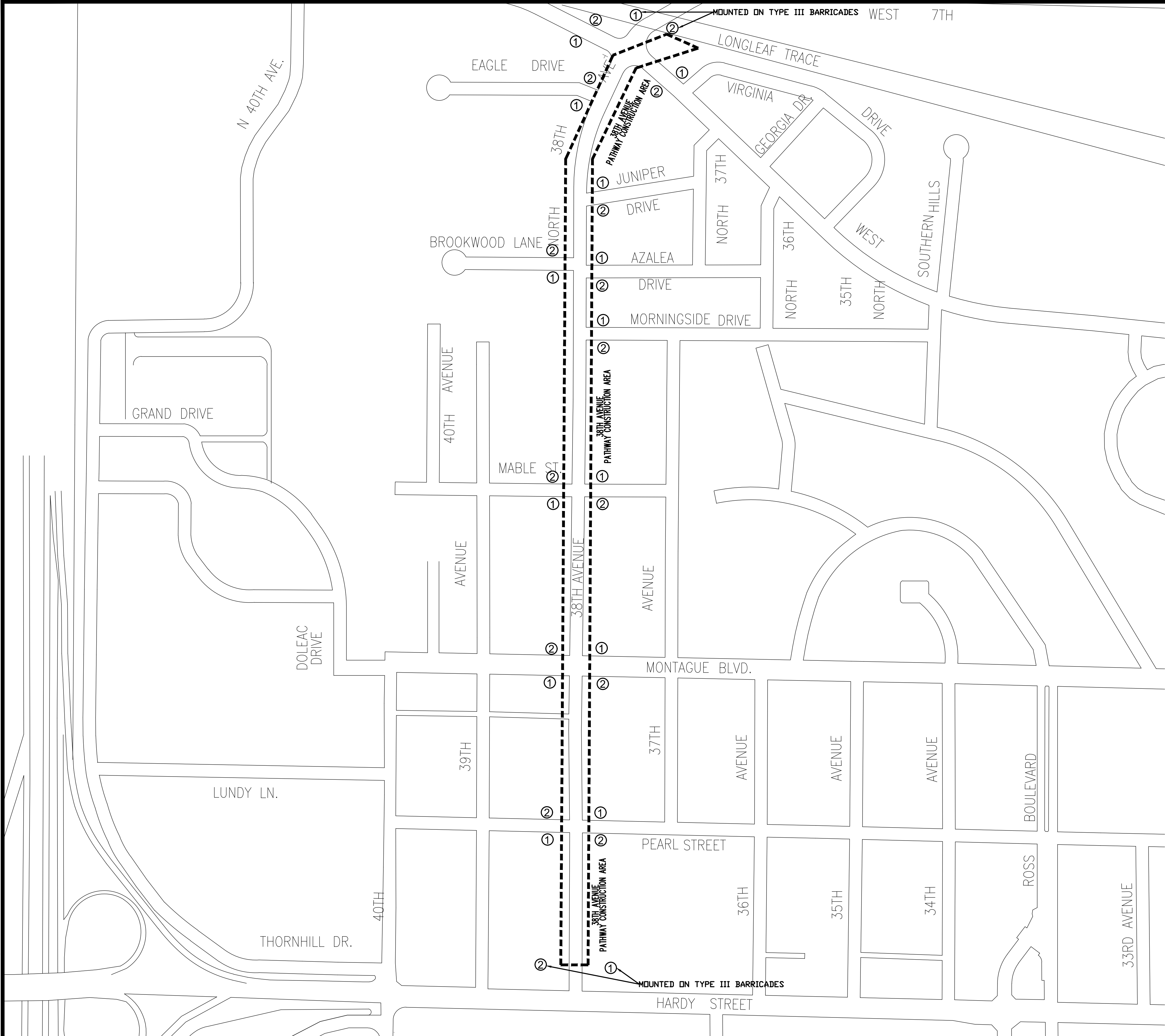
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



TRAFFIC SIGNAL STANDARDS

WORKING NUMBER:
TSD-7

DRAWING NUMBER:
32



LEGEND

①

ROAD WORK AHEAD

W20-1

36x36

MOUNTED ON U-SECTION POST

②

END ROAD WORK

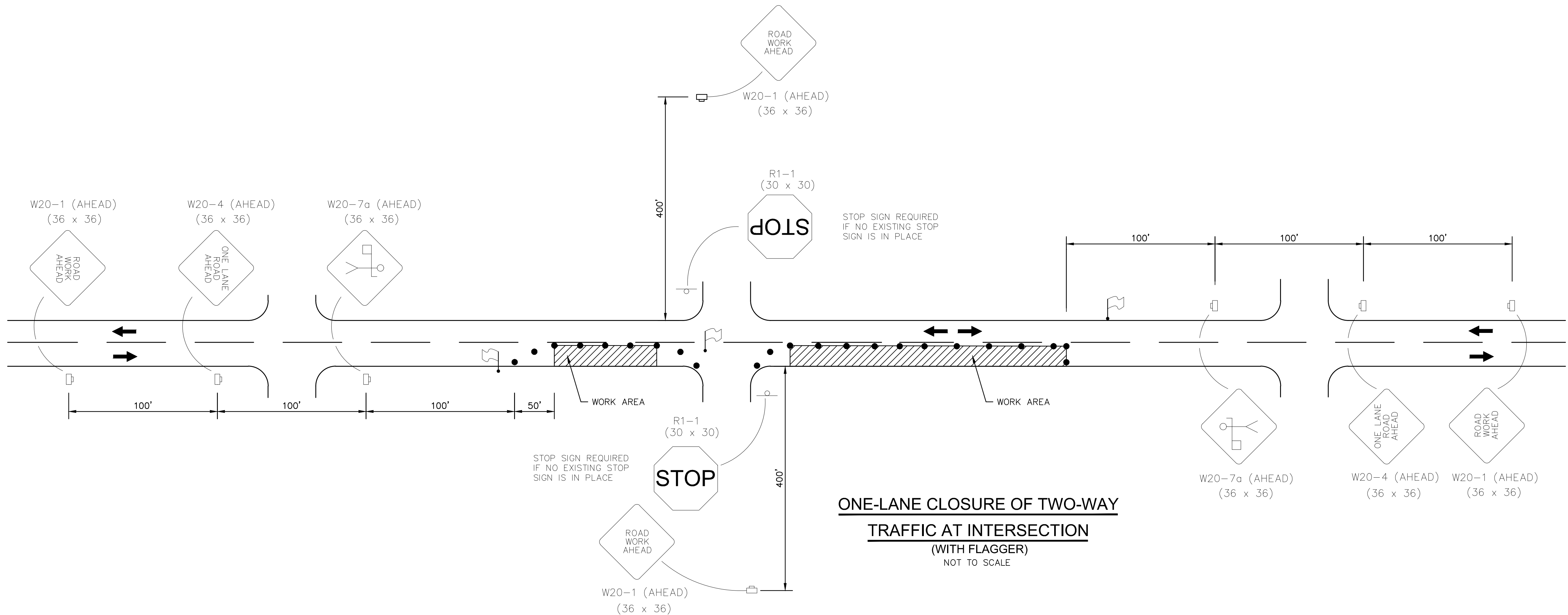
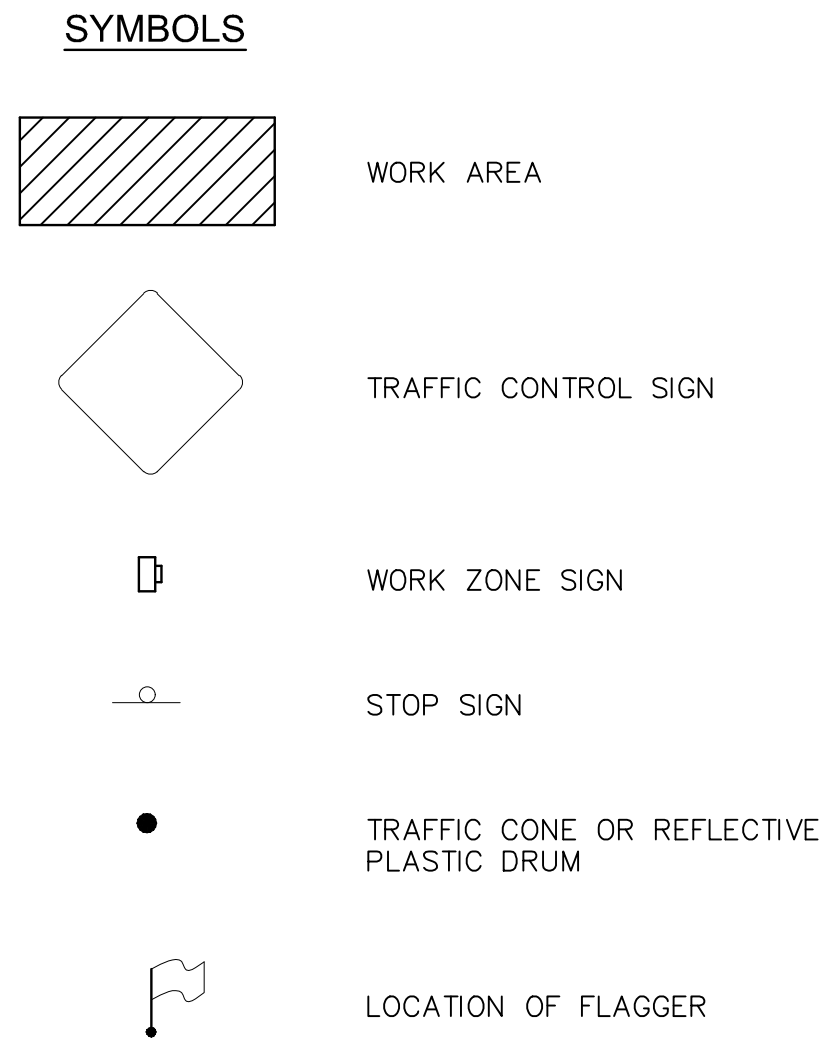
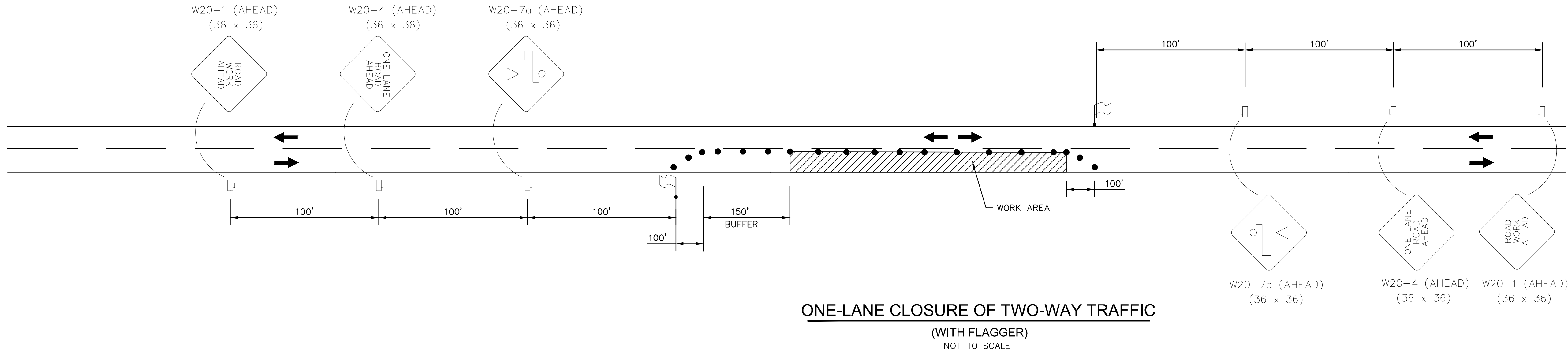
G20-2a

36x18

MOUNTED ON U-SECTION POST

- NOTES:
- ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.
 - CONTRACTOR TO MAINTAIN ACCESS TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION.
 - THE LOCATION AND SPACING OF SIGNS ARE APPROXIMATE AND MAY BE ADJUSTED AS NECESSARY TO FIT FIELD CONDITIONS.
 - FLUORESCENT ORANGE SHEETING SHALL BE USED ON ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS EXCEPT FOR THOSE DESIGNATED IN THE PLANS TO BE BLACK LEGEND AND BORDER ON WHITE BACKGROUND.
 - ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).
 - SEE SHEET TCP-2 FOR ADDITIONAL TRAFFIC CONTROL REQUIREMENTS.

NOTICE TO DRAWING HOLDER				REVISIONS		DRAWING INFORMATION		38TH AVENUE PATHWAY		CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY		TRAFFIC CONTROL PLAN	
NEEL-SCHAFFER, INC., HERINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.				NO.	DATE	BY	DESCRIPTION						
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							QA/QC:	DATE:					
												WORKING NUMBER: TCP-1	DRAWING NUMBER: 33



- GENERAL NOTES:**
- CONTRACTOR SHALL SET UP ALL TRAFFIC CONTROL DEVICES AND SIGNS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK.
 - WORK OPERATIONS SHALL BE CONFINED TO ONE TRAVEL LANE, LEAVING THE OPPOSING TRAVEL LANE OPEN TO TRAFFIC.
 - ALL VEHICLES, EQUIPMENT, WORKERS (EXCEPT FLAGGERS) AND THEIR ACTIVITIES ARE RESTRICTED AT ALL TIMES TO ONE SIDE OF THE ROADWAY.
 - FLAGGERS SHALL BE IN SIGHT OF EACH OTHER OR IN DIRECT COMMUNICATION AT ALL TIMES.
 - THE CONTRACTOR SHALL PROVIDE ACCESS (INGRESS AND EGRESS) TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR IS REQUIRED TO NOTIFY BUSINESSES AND HOMEOWNERS 48 HOURS IN ADVANCE OF ACCESS RESTRICTIONS.
 - CHANNELIZING DEVICES SHALL BE A MINIMUM HEIGHT OF 24".
 - DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 36" X 36".
 - SPACING OF CHANNELIZING DEVICES ALONG LANE LINE AND WORK ZONE TO BE EQUAL TO THE POSTED SPEED (M.P.H.) X 1 IN FEET. (EXAMPLE 35 M.P.H. X 1 = 35')
 - WHEN THERE IS NO EXISTING HAZARD OR AT THE END OF THE WORK DAY, ALL SIGNS SHALL BE COVERED OR REMOVED AND ALL CHANNELIZING DEVICES SHALL BE MOVED TO THE SHOULDER EDGE.
 - WHEN THE WORK ZONE IS STATIONARY, THE W20-7a SIGN SHOULD BE PLACED 200 FEET IN ADVANCE OF THE FLAGGER AND SHOULD INDICATE 200' AS THE DISTANCE.
 - ARROWS DENOTE DIRECTION OF TRAFFIC ONLY AND DO NOT REFLECT PAVEMENT MARKINGS.
 - ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT.
 - DISTANCES BETWEEN SIGNS ARE APPROXIMATE. SIGN SPACING SHOULD BE ADJUSTED FOR CURVES, HILLS, INTERSECTIONS, DRIVEWAYS, ETC., TO IMPROVE VISIBILITY.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THROUGH AND LOCAL TRAFFIC IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).

NOTICE TO DRAWING HOLDER

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REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8667-18-33	
				FILENAME: Traffic.dwg	
				SCALE: 1" = 10'	
				SURVEYED BY: CLEARPOINT ENGINEERS	
				DSGN: MWE	DATE: 01/2019
				DRWN: WTA	DATE: 01/2019
				CHKD:	DATE:
				QA/QC:	DATE:

38TH AVENUE PATHWAY
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



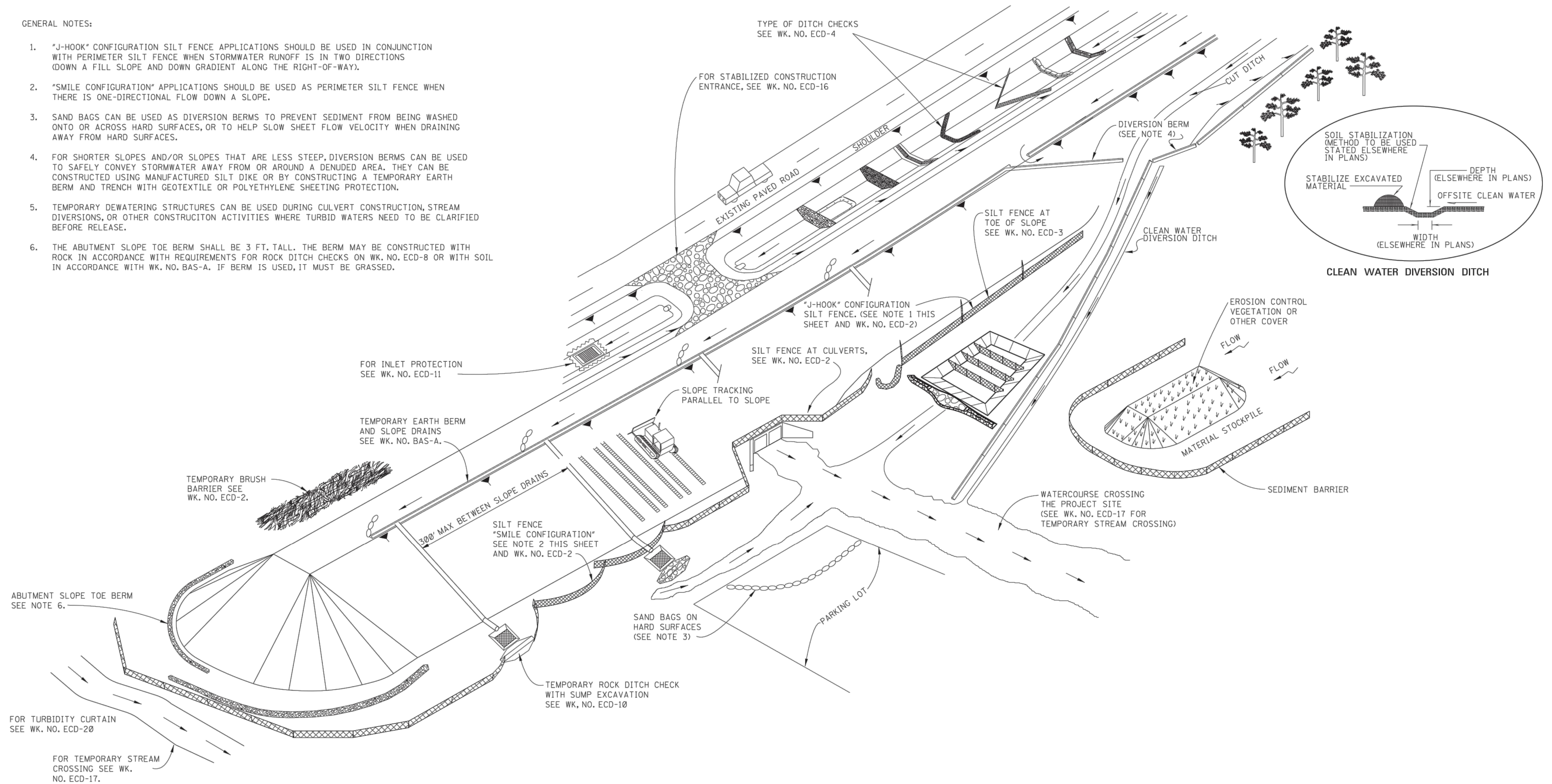
TRAFFIC CONTROL PLAN

WORKING NUMBER:
TCP-2

DRAWING NUMBER:
34

GENERAL NOTES:

1. "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS SHOULD BE USED IN CONJUNCTION WITH PERIMETER SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS (DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY).
2. "SMILE CONFIGURATION" APPLICATIONS SHOULD BE USED AS PERIMETER SILT FENCE WHEN THERE IS ONE-DIRECTIONAL FLOW DOWN A SLOPE.
3. SAND BAGS CAN BE USED AS DIVERSION BERMS TO PREVENT SEDIMENT FROM BEING WASHED ONTO OR ACROSS HARD SURFACES, OR TO HELP SLOW SHEET FLOW VELOCITY WHEN DRAINING AWAY FROM HARD SURFACES.
4. FOR SHORTER SLOPES AND/OR SLOPES THAT ARE LESS STEEP, DIVERSION BERMS CAN BE USED TO SAFELY CONVEY STORMWATER AWAY FROM OR AROUND A DENUDED AREA. THEY CAN BE CONSTRUCTED USING MANUFACTURED SILT DIKE OR BY CONSTRUCTING A TEMPORARY EARTH BERM AND TRENCH WITH GEOTEXTILE OR POLYETHYLENE SHEETING PROTECTION.
5. TEMPORARY DEWATERING STRUCTURES CAN BE USED DURING CULVERT CONSTRUCTION, STREAM DIVERSIONS, OR OTHER CONSTRUCTION ACTIVITIES WHERE TURBID WATERS NEED TO BE CLARIFIED BEFORE RELEASE.
6. THE ABUTMENT SLOPE TOE BERM SHALL BE 3 FT. TALL. THE BERM MAY BE CONSTRUCTED WITH ROCK IN ACCORDANCE WITH REQUIREMENTS FOR ROCK DITCH CHECKS ON WK. NO. ECD-8 OR WITH SOIL IN ACCORDANCE WITH WK. NO. BAS-A. IF BERM IS USED, IT MUST BE GRASSED.



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REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	
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			SURVEYED BY: CLEARPOINT ENGINEERS	
			DSGN: MWE	DATE: 01/2019
			DRWN: WTA	DATE: 01/2019
			CHKD:	DATE:
			QA/QC:	DATE:

38TH AVENUE PATHWAY

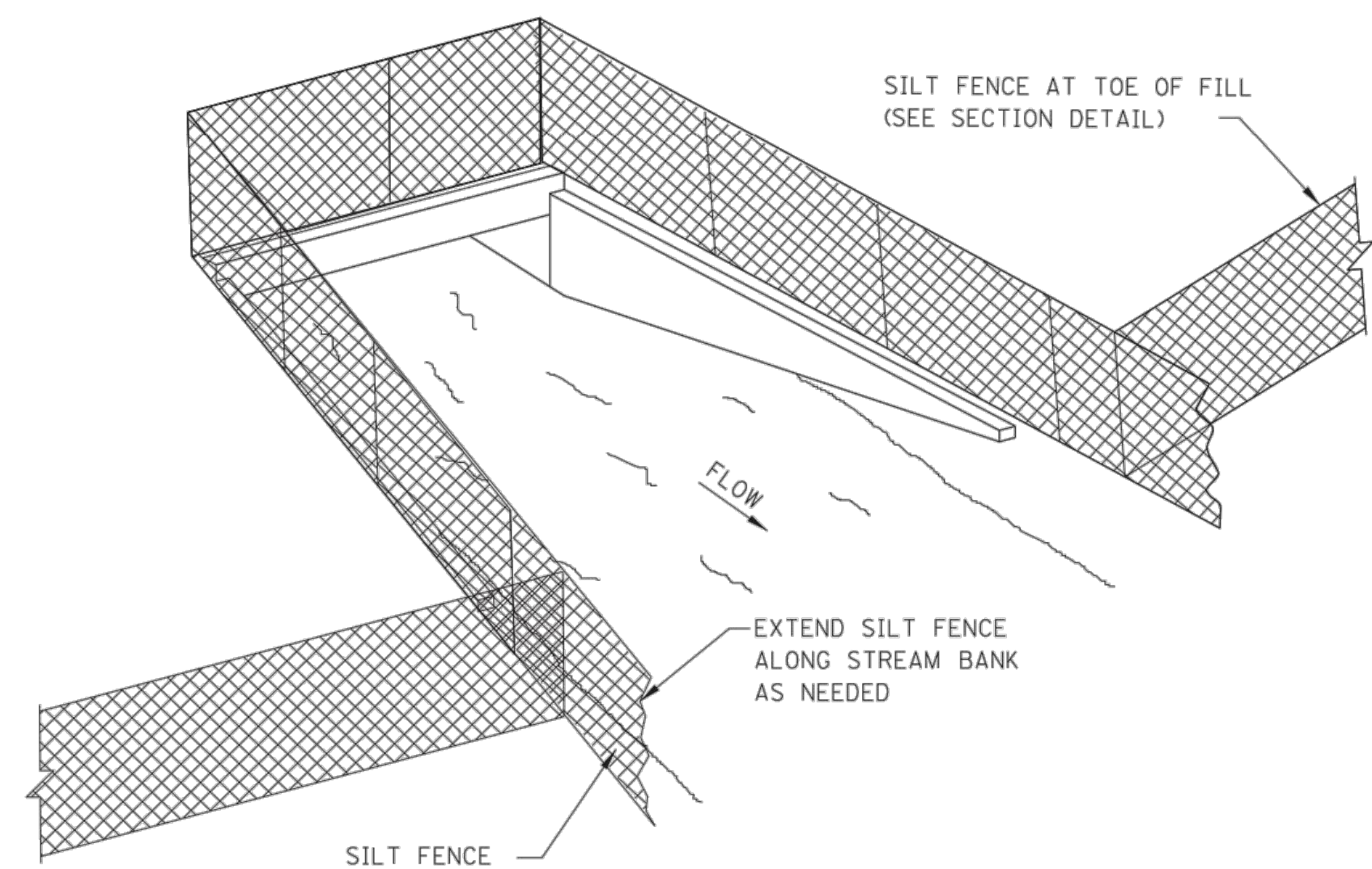
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



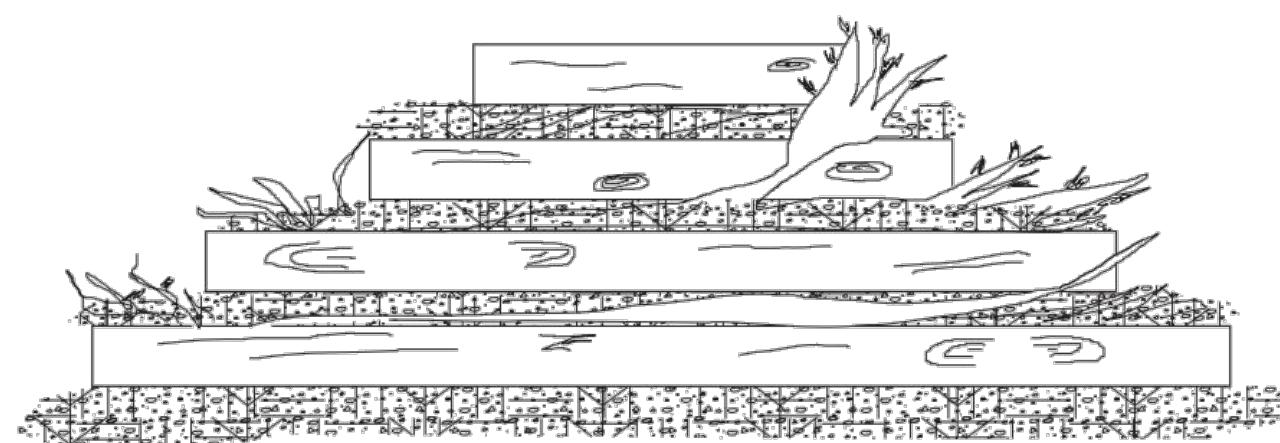
TYPICAL TEMPORARY
EROSION / SEDIMENT
CONTROL APPLICATIONS

WORKING NUMBER:
ECD-1

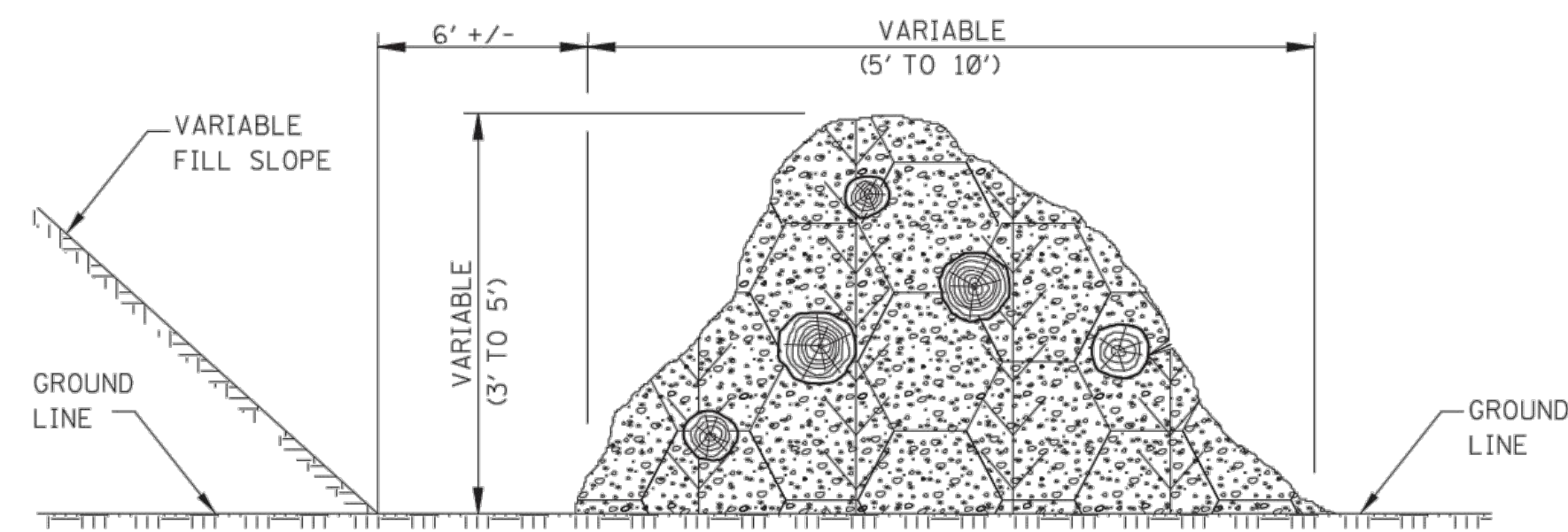
DRAWING NUMBER:
35



SEDIMENT BARRIER AT CROSS DRAIN



FRONT ELEVATION



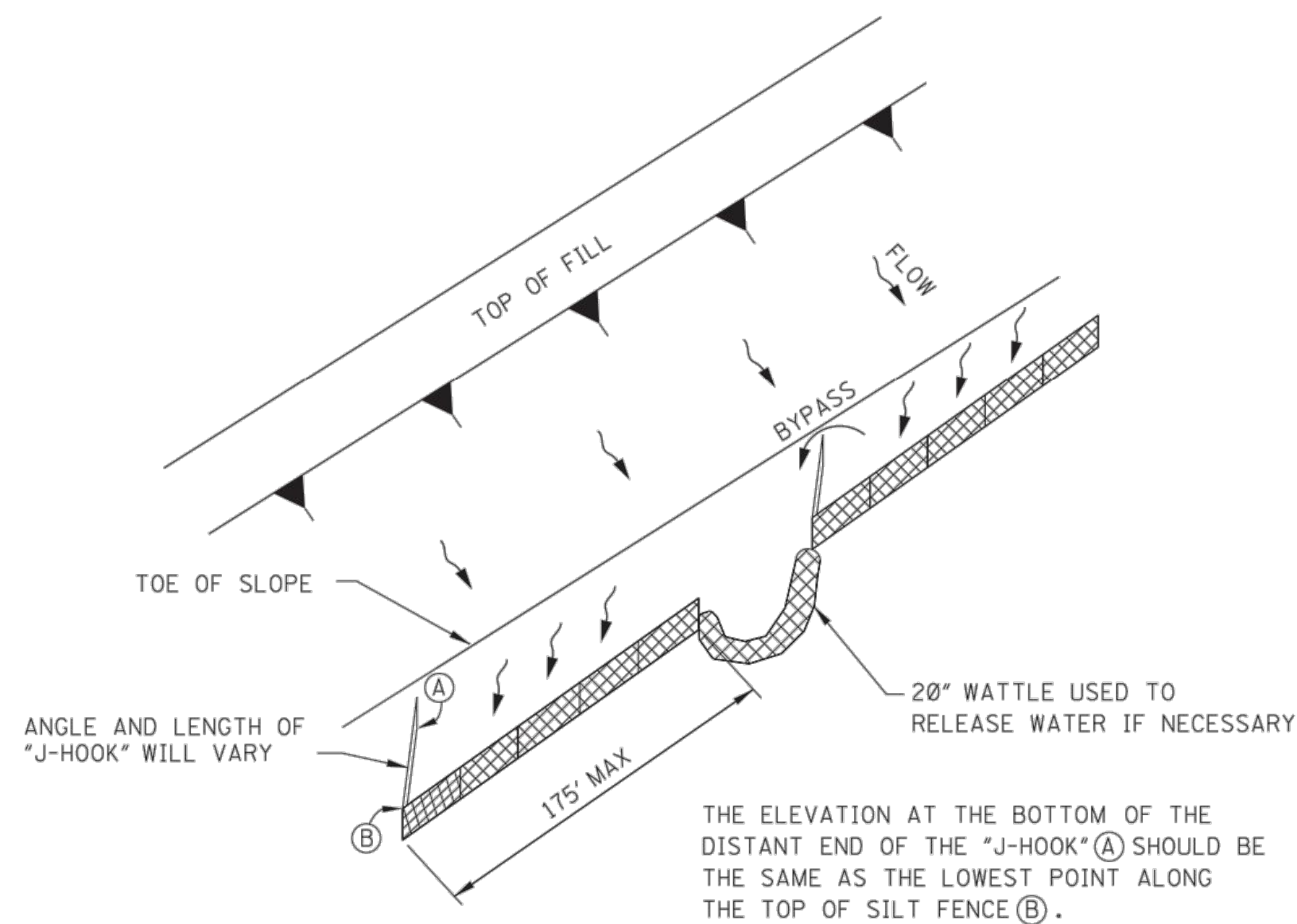
SIDE ELEVATION

TEMPORARY BRUSH BARRIER

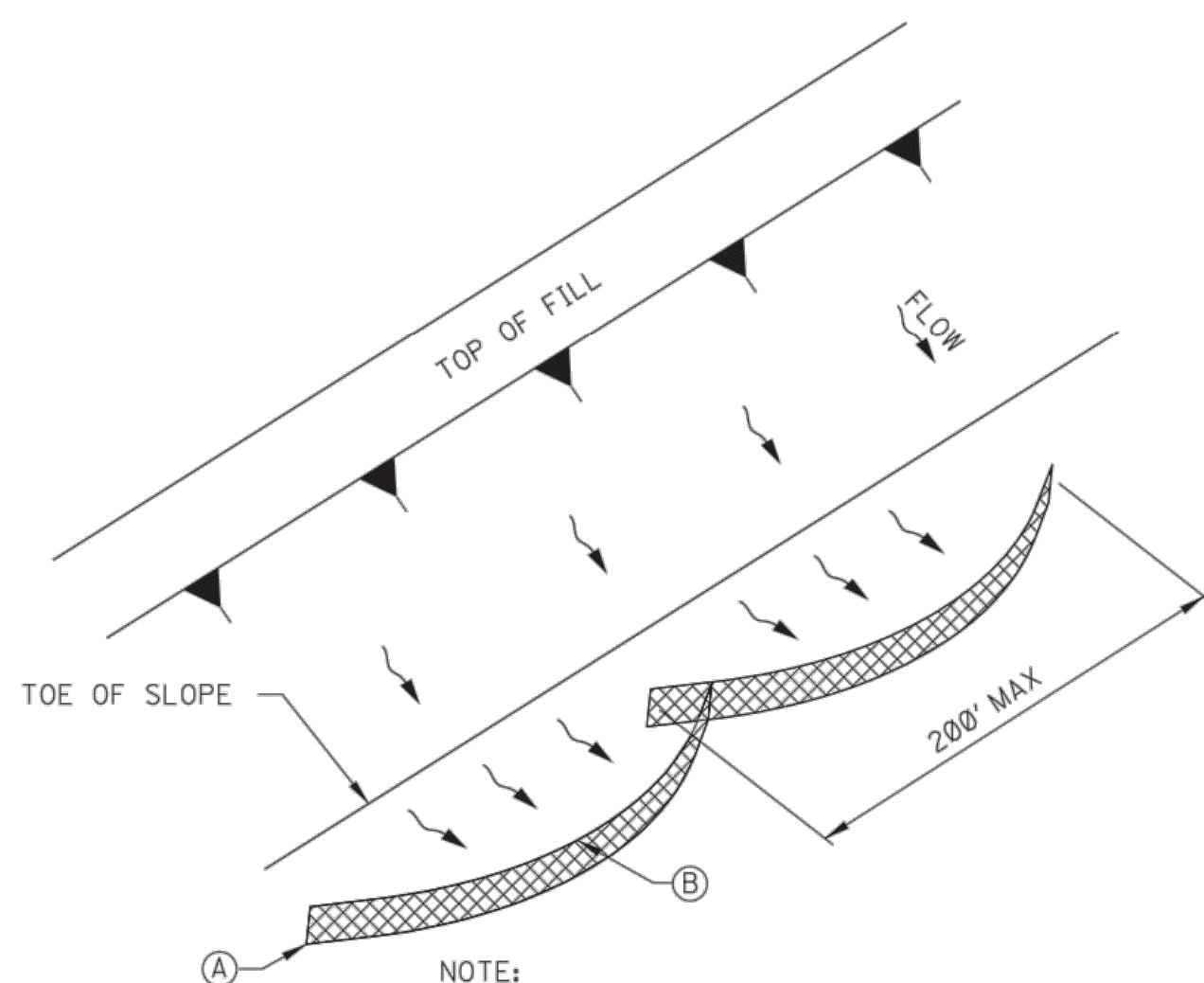
NOTES:

1. BRUSH BARRIER MAY BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
2. PLACE BRUSH, LOG AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TO TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED OR PERMITTED BY THE ENGINEER.
3. TO ALLOW WATER TO SEEP THROUGH BRUSH BARRIER, INTERMINGLE THE BRUSH, LOG AND TREE LAPS SO AS NOT TO FORM A SOLID DAM.
4. THE BRUSH BARRIER MAY BE CHOKED WITH FILTER FABRIC. THE COST OF FABRIC TO BE INCLUDED IN OTHER ITEMS BID.
5. TEMPORARY BRUSH BARRIER WILL NOT BE MEASURED FOR SEPARATE PAYMENT.

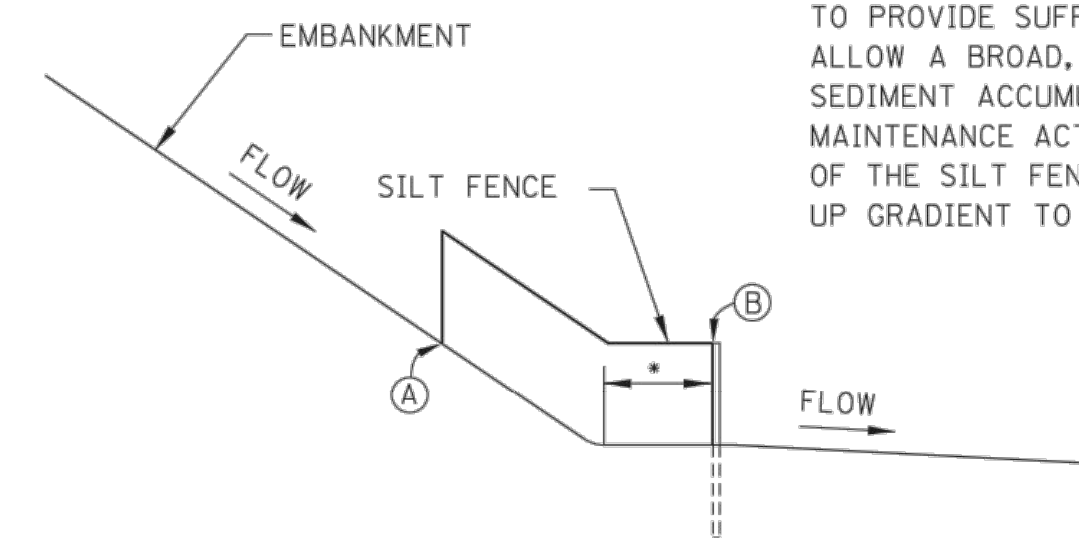
NOTE: ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON WK. NO. ECD-3



"J-HOOK" SILT FENCE APPLICATION



"SMILE-CONFIGURATION" SILT FENCE APPLICATION



SILT FENCE SECTION AT TOE OF FILL

- * SILT FENCE SHOULD BE LOCATED AWAY FROM THE TOE OF THE SLOPE TO PROVIDE SUFFICIENT SPACE TO ALLOW A BROAD, FLAT AREA FOR SEDIMENT ACCUMULATION AND MAINTENANCE ACTIVITIES. THE ENDS OF THE SILT FENCE SHOULD BE TURNED UP GRADIENT TO MAXIMIZE STORAGE.

NOTICE TO DRAWING HOLDER

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REVISIONS			DRAWING INFORMATION	
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				FILENAME: ECD-2.dwg
				SCALE:
				SURVEYED BY: CLEARPOINT ENGINEERS
				DSGN: MWE DATE: 01/2019
				DRWN: WTA DATE: 01/2019
				CHKD: DATE:
				QA/QC: DATE:

38TH AVENUE PATHWAY

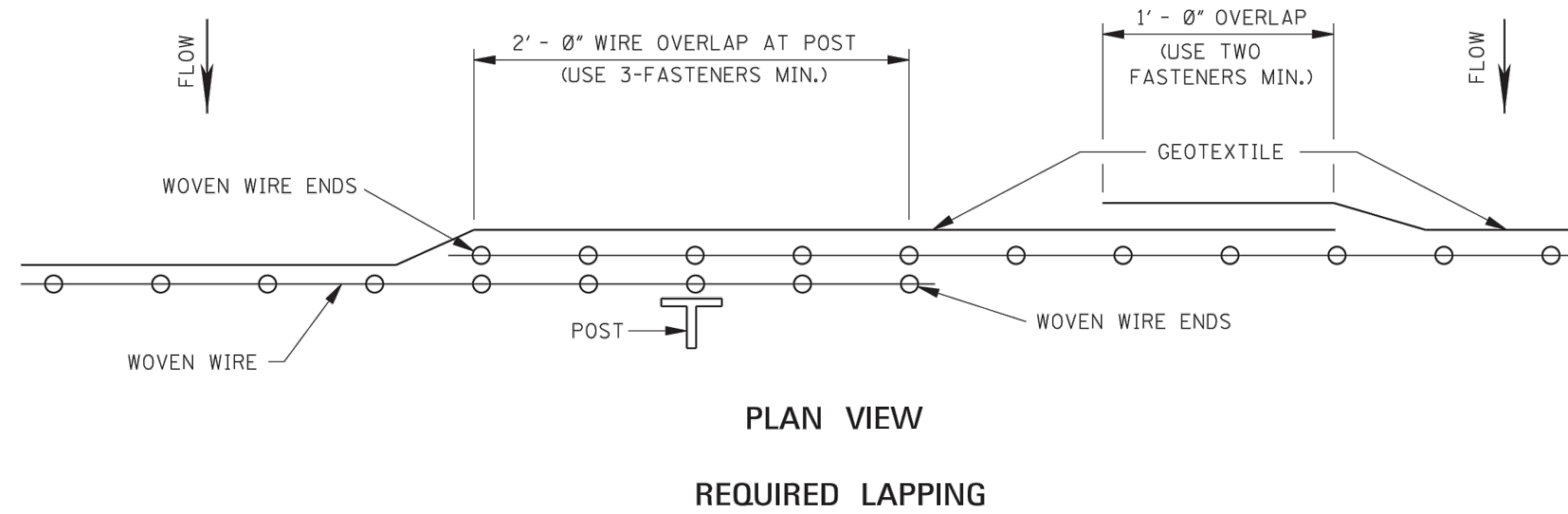
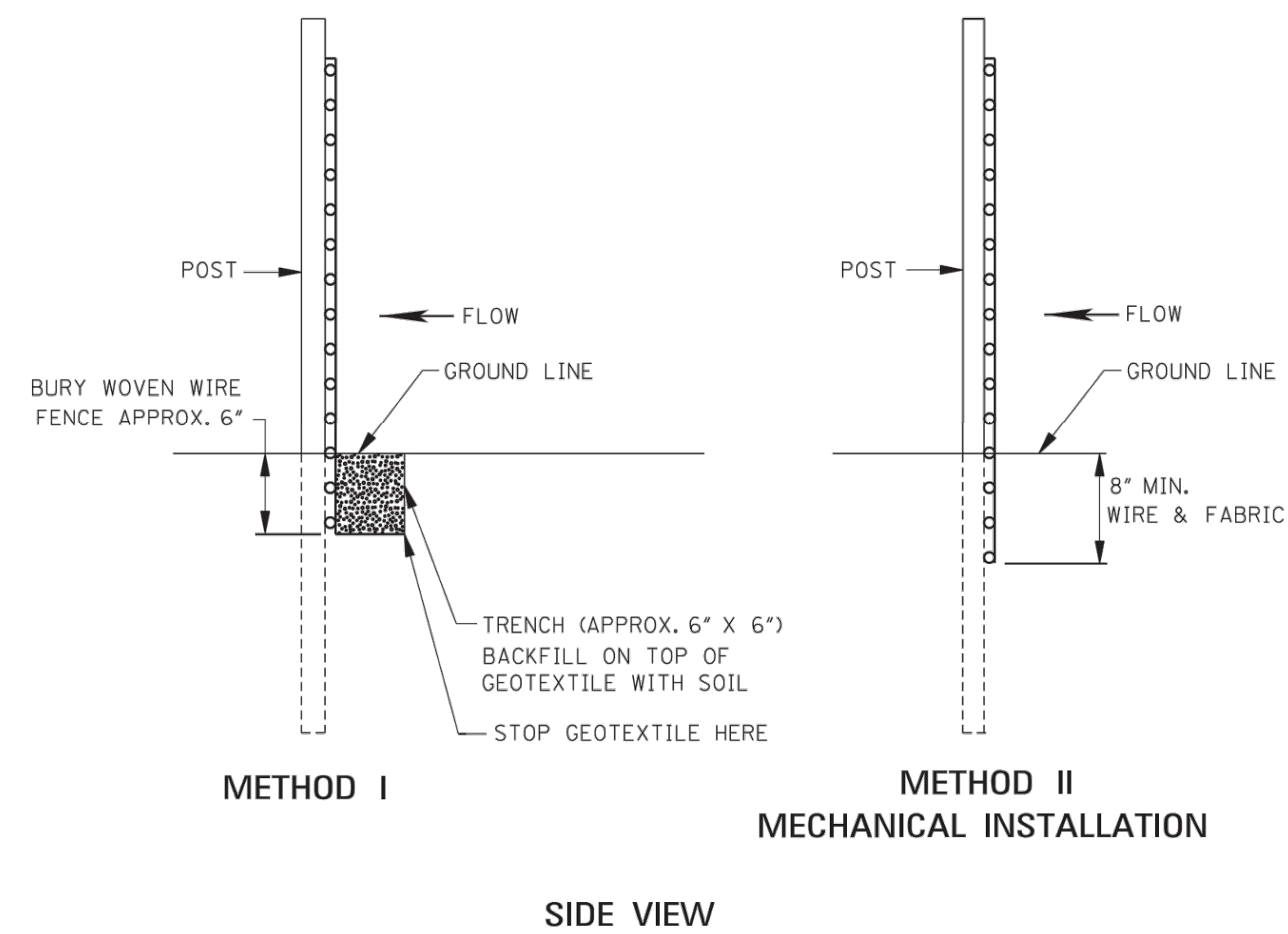
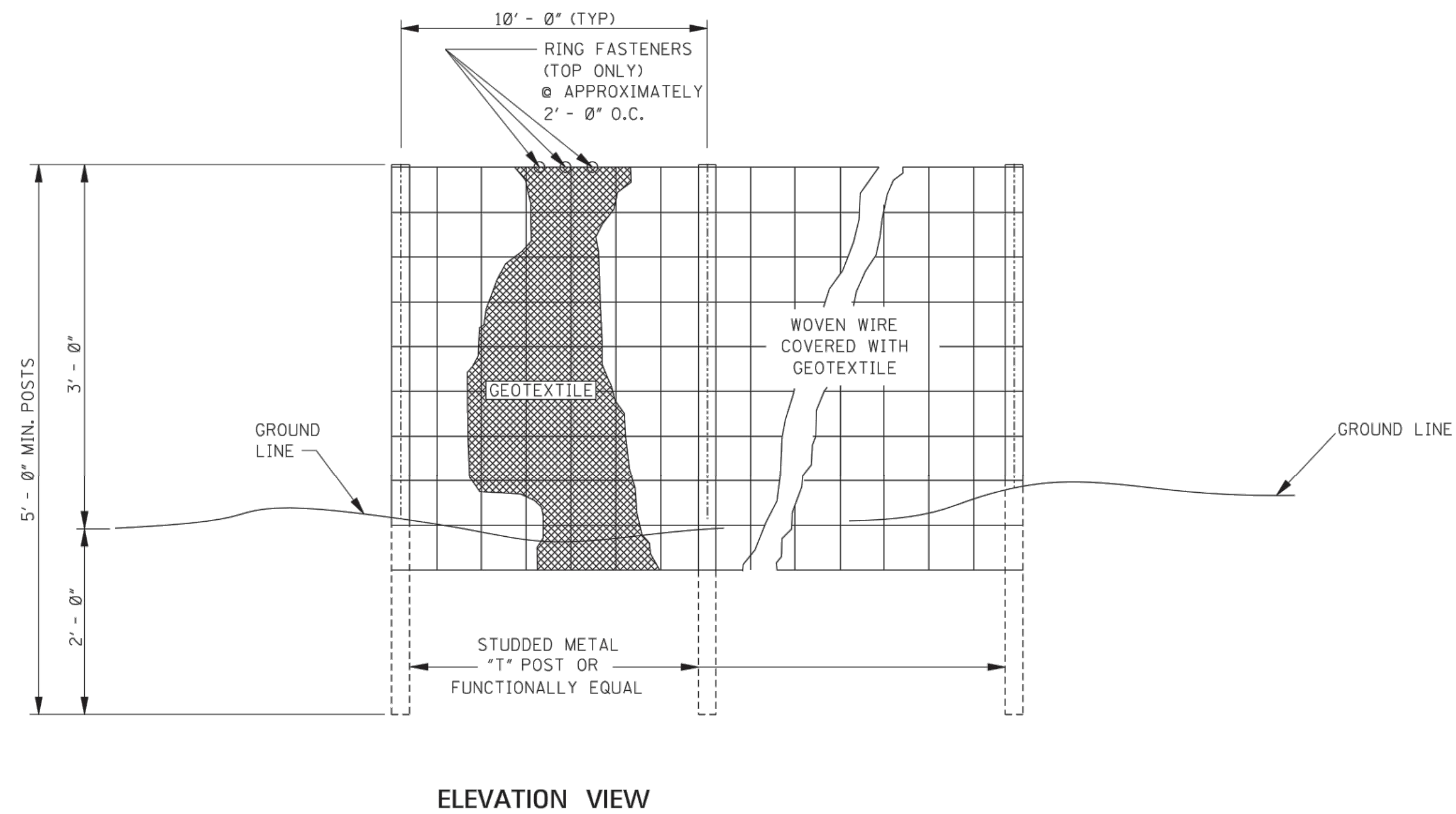
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



DETAILS OF SEDIMENT
BARRIER APPLICATIONS

WORKING NUMBER:
ECD-2

DRAWING NUMBER:
36



GENERAL NOTES:

1. SILT FENCES SHOULD BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHOULD BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STEAMS AND CHANNELS.
3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
4. WHENEVER POSSIBLE SILT FENCE SHOULD BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AND FACILITATES SEDIMENTATION.
5. THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF DETAIL.
7. WIRE SHALL BE A MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
8. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE.

NOTICE TO DRAWING HOLDER

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REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	
				N-S PROJECT NO.: 8667-18-33
				FILENAME: ECD-3.dwg
				SCALE:
				SURVEYED BY: CLEARPOINT ENGINEERS
				DSGN: MWE DATE: 01/2019
				DRWN: WTA DATE: 01/2019
				CHKD: DATE:
				QA/QC: DATE:

38TH AVENUE PATHWAY

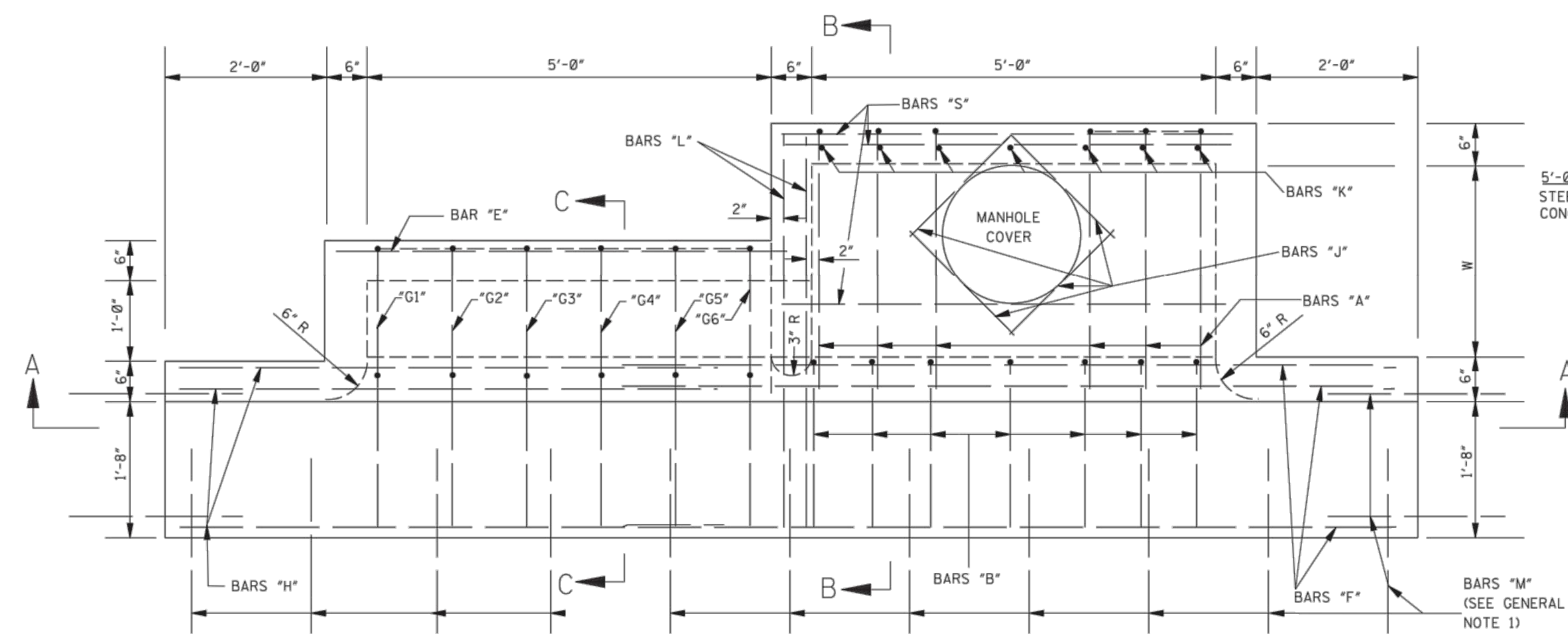
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



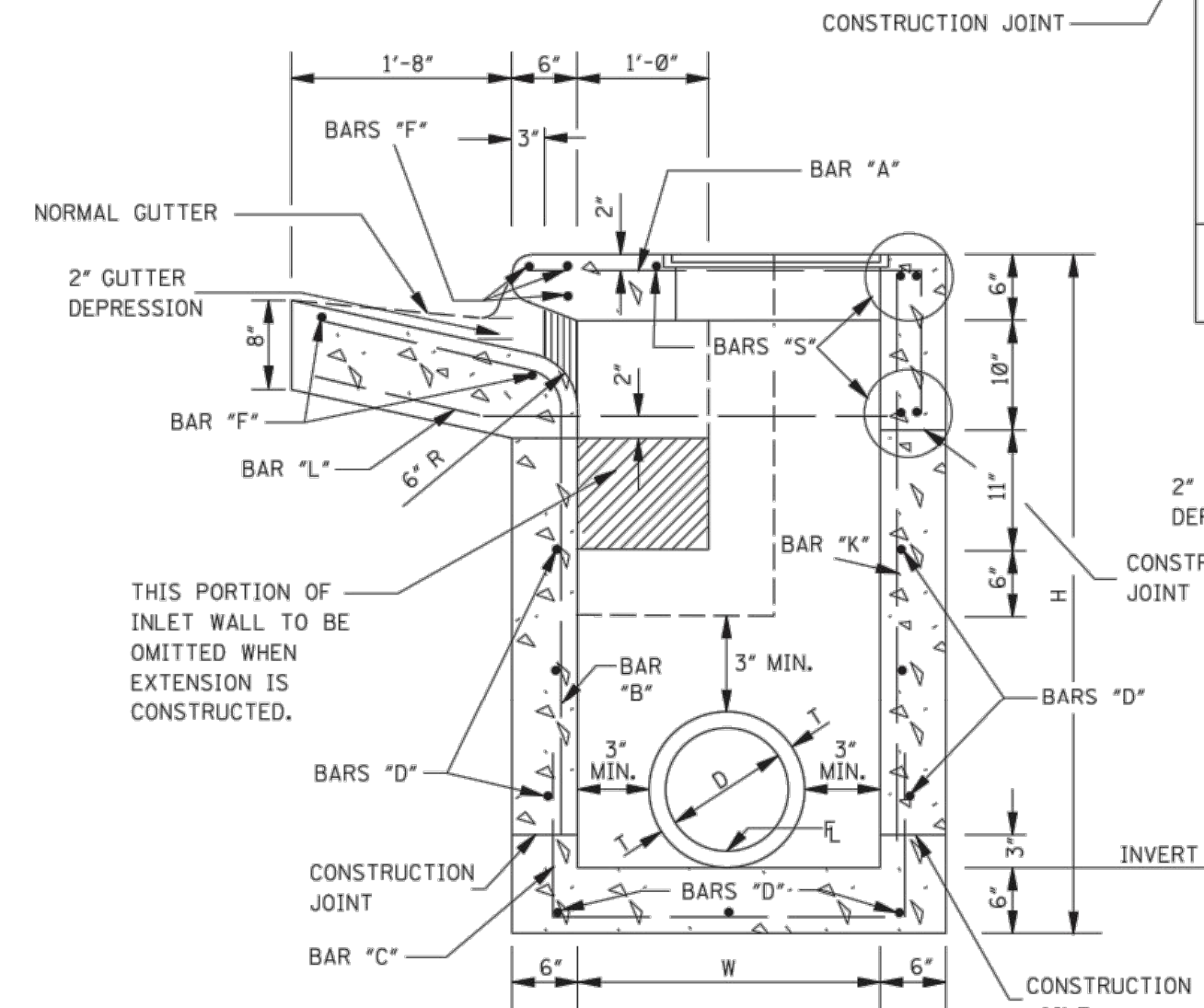
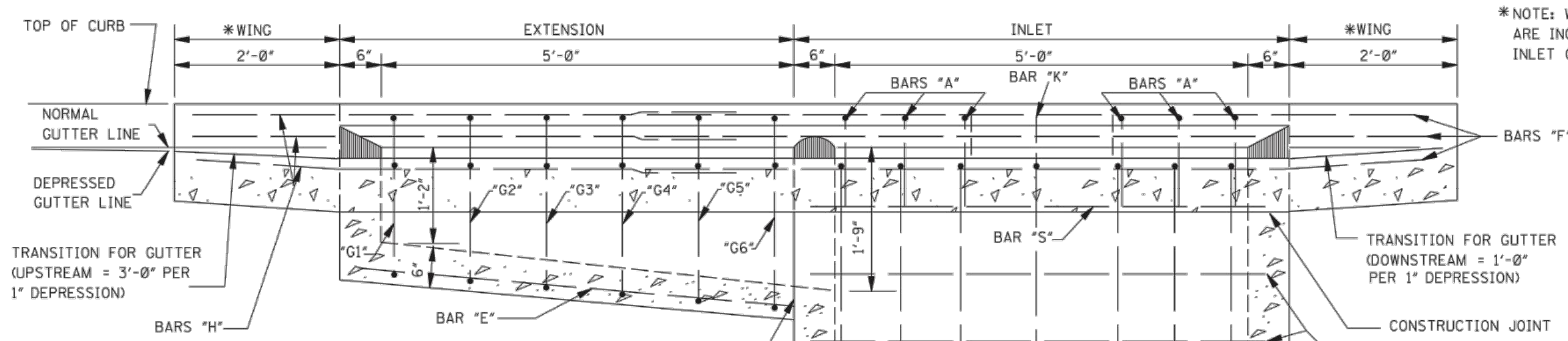
DETAILS OF SILT FENCE
INSTALLATION

WORKING NUMBER:
ECD-3

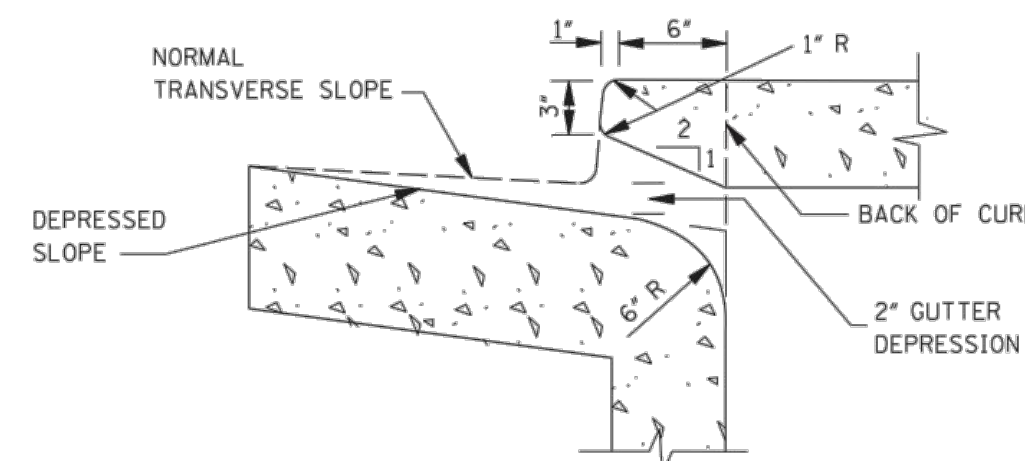
DRAWING NUMBER:
37



PLAN

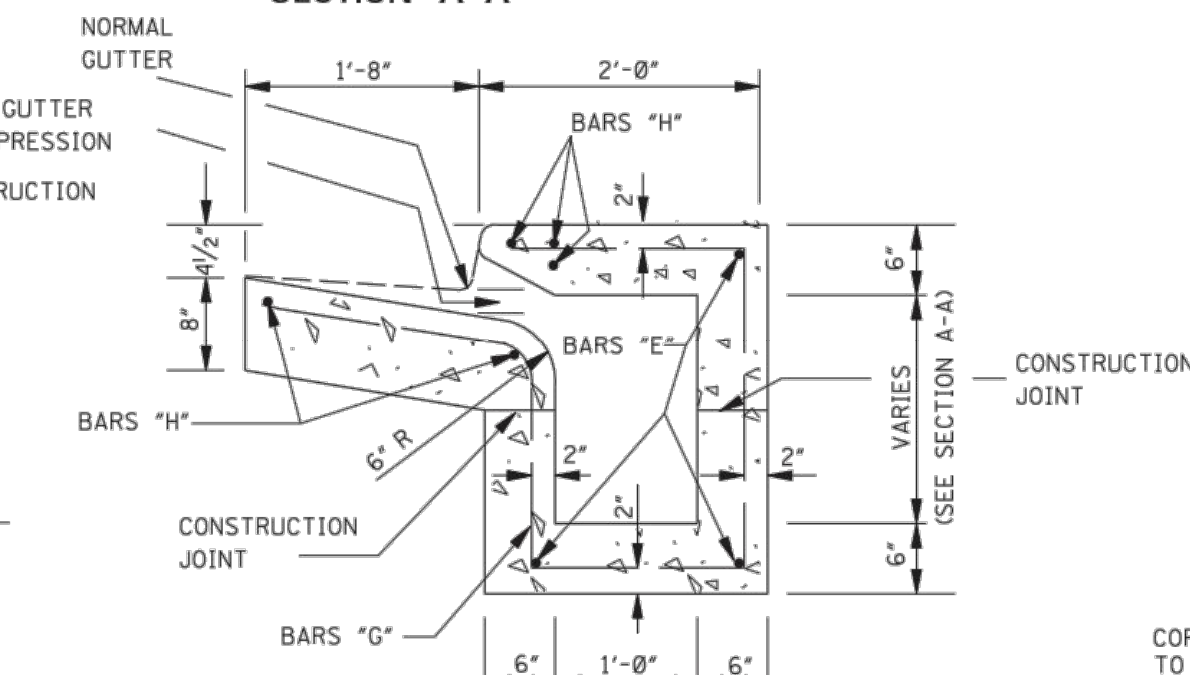


SECTION B-B

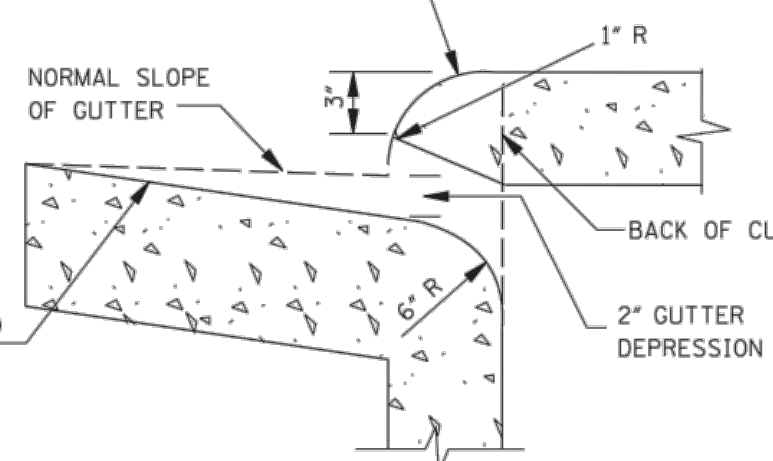


THROAT DETAIL OF BARRIER CURB

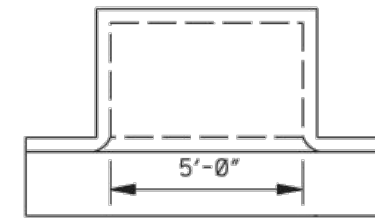
SECTION A-A



SECTION C-C

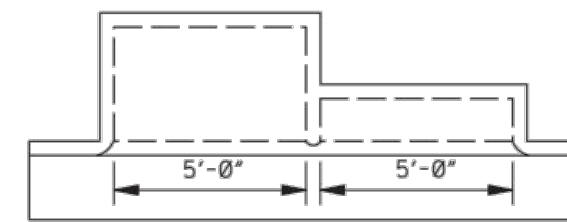


THROAT DETAIL OF ROLLED CURB



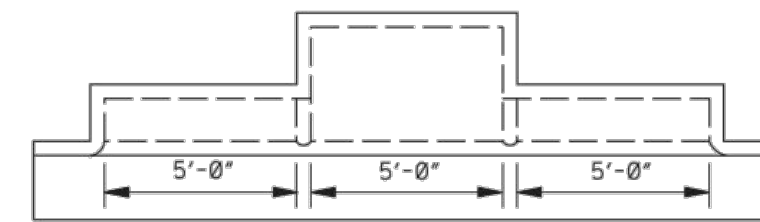
REGULAR INLET

5'-0" INLET
STEEL = 8.68W + 9.35Y + 3.79W' + 7.57H' + 231
CONC. = (WY + 5.5W + 6Y + 14.611)/27



INLET WITH ONE EXTENSION

10'-0" INLET
STEEL = 8.68W + 9.35Y + 3.79W' + 7.57H' + 231
CONC. = (WY + 5.5W + 6Y + 38.641)/27



INLET WITH TWO EXTENSIONS

15'-0" INLET
STEEL = 8.68W + 9.35Y + 3.79W' + 7.57H' + 341
CONC. = (WY + 5.5W + 6Y + 62.671)/27

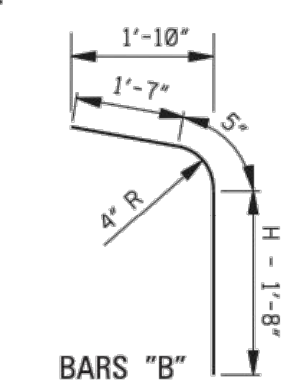
PLAN OF INLET AND EXTENSIONS

ADD. CONCRETE PER FOOT OF H			ADD. CONCRETE PER FOOT OF W		
W	yd ³ /ft	H	W	yd ³ /ft	H
2'-6"	0.315	3'-6"	3'-6"	0.315	
3'-0"	0.333	4'-0"	4'-0"	0.333	
3'-6"	0.352	4'-6"	4'-6"	0.352	
4'-0"	0.371	5'-0"	5'-0"	0.370	
4'-6"	0.389	5'-6"	5'-6"	0.389	
5'-0"	0.408	6'-0"	6'-0"	0.408	
5'-6"	0.426	6'-6"	6'-6"	0.426	
6'-0"	0.445	7'-0"	7'-0"	0.445	
6'-6"	0.463	7'-6"	7'-6"	0.463	
7'-0"	0.481	8'-0"	8'-0"	0.482	
7'-6"		8'-6"	8'-6"	0.500	

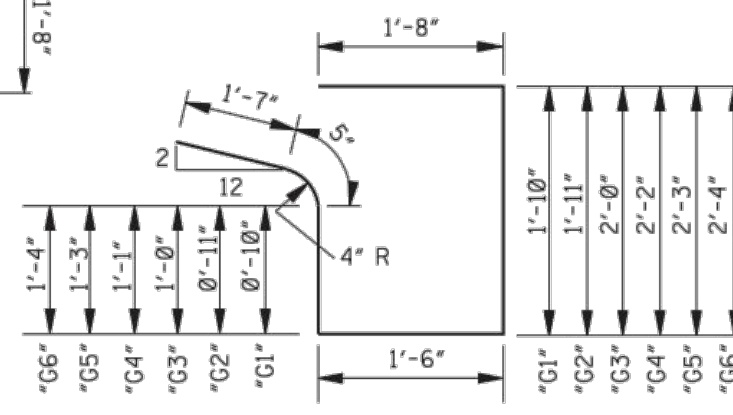
QUANTITIES FOR ONE EXTENSION					
BAR	SIZE	LENGTH	SPACING	NUMBER	WEIGHT
"E"	#4	5'-8"	AS SHOWN	3	11
"G"	#4	SEE SCHEDULE	0'-11"	6	34
"H"	#6	6'-9"	AS SHOWN	5	51
"L"	#6	4'-9"	AS SHOWN	2	14
TOTAL STEEL FOR ONE EXTENSION = 110 lbs					
TOTAL CONCRETE FOR ONE EXTENSION = 0.89 yd ³					

NOTE: WHERE EXTENSION IS USED WITH CONCRETE PAVEMENT, ADD 27 lbs OF STEEL FOR BARS "M".

BAR "G" SCHEDULE	
BAR "G"	LENGTH
"G1"	7'-10"
"G2"	8'-0"
"G3"	8'-2"
"G4"	8'-5"
"G5"	8'-8"
"G6"	8'-10"

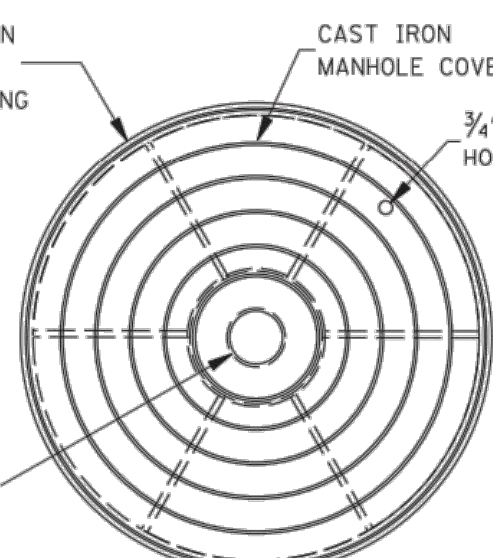


BAR "B"

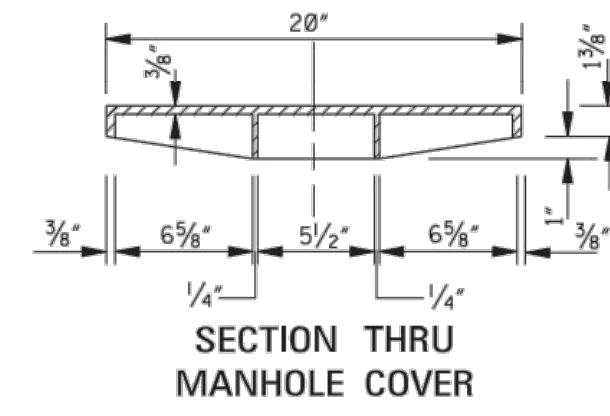


BAR "C"

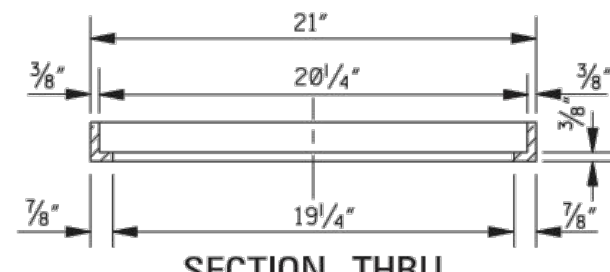
BAR DETAILS



PLAN

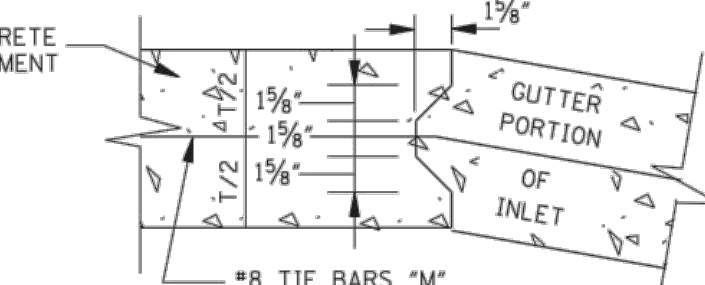


SECTION THRU MANHOLE COVER



SECTION THRU MANHOLE COVER RING

NOTE: WEIGHT OF RING & COVER = 79 lbs



DETAIL OF KEYED CONSTRUCTION JOINTS

NOTE: FIELD BEND BARS "L" TO CENTER OF GUTTER SURFACE

- NOTES:
1. W AND H ARE EXPRESSED IN DECIMAL FEET.
 2. W' = W, ROUNDED TO NEAREST WHOLE FOOT.
 3. Y = (H-0.5)
 4. H' = (H - 2.08) ROUNDED TO NEAREST WHOLE FOOT.
 5. NO DEDUCTIONS ARE MADE FOR PIPE OPENINGS IN FORMULAS.

W=2'-6"		BILL OF REINFORCING STEEL FOR 1-5'-0" INLET																		
H	BAR "A" L = 4'-2" #4 @ 9"		BAR "C" L = 5'-8" #4 @ 9"		BAR "S" L = 4 @ 12" #4 @ 12"		BAR "D" L = 5'-8" #4 @ 12"		BAR "F" L = 9'-8" #6		BAR "J" L = 2'-3" #4		BAR "B" #4 @ 9"		BAR "K" #4 @ 9"		* TOTAL	TOTAL CONC.		
	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	LGTH.	NO.	lbs	LGTH.	NO.	lbs				
3'-6"	6	17	7	27	5	19	5	19	5	73	4	6	3'-10"	7	18	2'-7"	7	12	190	1.99
4'-0"	6	17	7	27	5	19	7	26	5	73	4	6	4'-4"	7	20	3'-1"	7	14	202	2.15
4'-6"	6	17	7	27	5	19	7	26	5	73	4	6	4'-10"	7	23	3'-7"	7	17	207	2.31
5'-0"	6	17	7	27	5	19	9	34	5	73	4	6	5'-4"	7	25	4'-1"	7	19	219	2.47
5'-6"	6	17	7	27	5	19	9	34	5	73	4	6	5'-10"	7	27	4'-7"	7	21	224	2.62
6'-0"	6	17	7	27	5	19	11	42	5	73	4	6	6'-4"	7	30	5'-1"	7	24	238	2.78
6'-6"	6	17	7	27	5	19	11	42	5	73	4	6	6'-10"	7	32	5'-7"	7	26	240	2.94
7'-0"	6	17	7	27	5	19	13	49	5	73	4	6	7'-4"	7	34	6'-1"	7	28	253	3.10
7'-6"	6	17	7	27	5	19	13	49	5	73	4	6	7'-10"	7	37	6'-7"	7	31	257	3.25

W=3'-0"		BILL OF REINFORCING STEEL FOR 1-5'-0" INLET																		
H	BAR "A" L = 4'-8" #4 @ 9"		BAR "C" L = 6'-2" #4 @ 9"		BAR "S" L = 5'-8" #4 @ 12"		BAR "D" L = 5'-8" #4 @ 12"		BAR "F" L = 9'-8" #6		BAR "J" L = 2'-3" #4		BAR "B" #4 @ 9"		BAR "K" #4 @ 9"		* TOTAL	TOTAL CONC.		
	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	LGTH.	NO.	lbs	LGTH.	NO.	lbs	STEEL	CONC.		
3'-6"	6	19	7	29	5	19	5	19	5	73	4	6	3'-10"	7	18	2'-7"	7	12	194	2.15
4'-0"	6	19	7	29	5	19	7	26	5	73	4	6	4'-4"	7	20	3'-1"	7	14	206	2.32
4'-6"	6	19	7	29	5	19	7	26	5	73	4	6	4'-10"	7	23	3'-7"	7	17	211	2.49
5'-0"	6	19	7	29	5	19	9	34	5	73	4	6	5'-4"	7	25	4'-1"	7	19	223	2.65
5'-6"	6	19	7	29	5	19	9	34	5	73	4	6	5'-10"	7	27	4'-7"	7	21	228	2.82
6'-0"	6	19	7	29	5	19	11	42	5	73	4	6	6'-4"	7	30	5'-1"	7	24	240	2.99
6'-6"	6	19	7	29	5	19	11	42	5	73	4	6	6'-10"	7	32	5'-7"	7	26	245	3.15
7'-0"	6	19	7	29	5	19	13	49	5	73	4	6	7'-4"	7	34	6'-1"	7	28	257	3.32
7'-6"	6	19	7	29	5	19	13	49	5	73	4	6	7'-10"	7	37	6'-7"	7	31	262	3.49

W=3'-6"		BILL OF REINFORCING STEEL FOR 1-5'-0" INLET														* TOTAL		TOTAL CONC.		
H	BAR "A" L = 5'-2" #4 @ 9"	BAR "C" L = 6'-8" #4 @ 9"	BAR "S" L = 5'-8" #4 @ 12"	BAR "D" L = 5'-8" #4 @ 12"	BAR "F" L = 9'-8" #6	BAR "J" L = 2'-3" #4	BAR "B" #4 @ 9"	BAR "K" #4 @ 9"	LGTH.	NO.	lbs	LGTH.	NO.	lbs	STEEL	CONC.				
3'-6"	6	21	7	31	5	19	6	23	5	73	4	6	3'-10"	7	18	2'-7"	7	12	202	2.31
4'-0"	6	21	7	31	5	19	8	30	5	73	4	6	4'-4"	7	20	3'-1"	7	14	214	2.49
4'-6"	6	21	7	31	5	19	8	30	5	73	4	6	4'-10"	7	23	3'-7"	7	17	219	2.66
5'-0"	6	21	7	31	5	19	10	38	5	73	4	6	5'-4"	7	25	4'-1"	7	19	231	2.84
5'-6"	6	21	7	31	5	19	10	38	5	73	4	6	5'-10"	7	27	4'-7"	7	21	236	3.01
6'-0"	6	21	7	31	5	19	12	45	5	73	4	6	6'-4"	7	30	5'-1"	7	24	248	3.19
6'-6"	6	21	7	31	5	19	12	45	5	73	4	6	6'-10"	7	32	5'-7"	7	26	253	3.37
7'-0"	6	21	7	31	5	19	14	53	5	73	4	6	7'-4"	7	34	6'-1"	7	28	265	3.54
7'-6"	6	21	7	31	5	19	14	53	5	73	4	6	7'-10"	7	37	6'-7"	7	31	270	3.72

* NOTE: WHERE INLET IS USED WITH CONCRETE PAVEMENT, ADD 73 lbs OF STEEL FOR BARS "M".

GENERAL NOTES:

1. WHERE INLET OR INLET WITH EXTENSIONS IS USED WITH CONCRETE PAVEMENT WITH INTEGRAL CURB, THE PAVEMENT SHALL BE BLOCKED OUT TO THE DIMENSIONS AS SHOWN FOR THE GUTTER PORTION OF THE INLET OR INLET WITH EXTENSIONS. THE PORTION BLOCKED OUT SHALL BE PLACED INTEGRAL WITH THE TOP OF THE INLET OR INLET WITH EXTENSIONS. #8 DEFORMED BARS 30" LONG SHALL BE PLACED ON 18" CENTERS AT THE CENTER OF THE PAVEMENT. THESE BARS SHALL EXTEND INTO THE GUTTER PORTION OF THE INLET OR INLET WITH EXTENSIONS 15". THE CONSTRUCTION JOINT BETWEEN THE CONCRETE PAVEMENT AND THE INLET OR INLET WITH EXTENSIONS SHALL BE A KEYED JOINT AS SHOWN. A SMOOTH CONSTRUCTION JOINT WILL NOT BE PERMITTED. QUANTITIES FOR BLOCKED OUT AREA OF PAVEMENT SHALL BE INCLUDED IN QUANTITIES FOR INLET OR INLET WITH EXTENSIONS.
2. THE QUANTITIES SHOWN, MINUS VOLUMETRIC DISPLACEMENT OF CONCRETE BY PIPE CULVERTS THROUGH INLET WALLS, WILL BE USED AS THE BASIS OF FINAL PAYMENT UNLESS THIS PLAN IS MODIFIED.
3. FOR CONVENIENCE, DEPTHS OF INLETS SHOWN IN ABOVE TABLE ARE INCREMENTS OF 6". BUT ANY DEPTHS OTHER THAN THESE SHOWN MAY BE USED WHEREVER DEEMED NECESSARY. QUANTITIES FOR OTHER DEPTHS, FALLING WITHIN THE LIMITS OF THE TABLE, MAY BE FOUND BY INTERPOLATION.
4. FIELD CUT AND BEND BARS AS NECESSARY TO ACCOMMODATE STORM SEWER. NO DEDUCTIONS ARE TO BE MADE IN STEEL QUANTITIES.
5. WHERE INLET IS BEING USED ADJACENT TO SIDEWALK, REFER TO OTHER SHEETS FOR TOP DETAIL.

NOTICE TO DRAWING HOLDER

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REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	

N-S PROJECT NO.: 8667-18-33	
FILENAME: SS-2.dwg	
SCALE:	
SURVEYED BY: CLEARPOINT ENGINEERS	
DSGN: MWE	DATE: 01/2019
DRWN: WTA	DATE: 01/2019
CHKD:	DATE:
QA/QC:	DATE:

38TH AVENUE PATHWAY

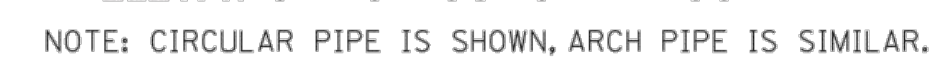
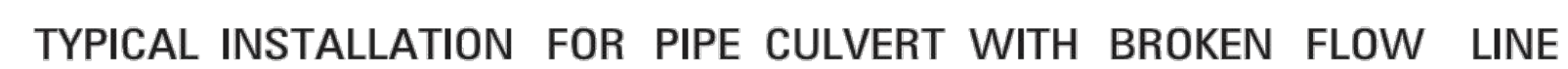
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

NEEL-SCHAFFER
Solutions you can build upon

CURB INLET DETAILS

WORKING NUMBER:
SS-2

DRAWING NUMBER:
38



1. THE MAXIMUM BEND ANGLE IS 15 DEGREES.
2. THE FOLLOWING QUANTITIES SHALL BE THE BASIS FOR PAYMENT
UNLESS AUTHORIZED MODIFICATIONS ARE MADE:

QUANTITIES FOR CONCRETE COLLAR FOR PIPE CULVERTS			
CIRCULAR PIPE		ARCH PIPE	
DIA. OF PIPE	CLASS "B" CONCRETE (yd ³)	SIZE OF PIPE	CLASS "B" CONCRETE (yd ³)
12"	0.240		
15"	0.260	18 x 11	0.280
18"	0.320	22 x 13	0.310
24"	0.410	29 x 18	0.410
30"	0.510	36 x 23	0.490
36"	0.620	44 x 27	0.600
42"	0.730	51 x 31	0.690
48"	0.850	58 x 36	0.820
54"	0.980	65 x 40	0.920
60"	1.110	73 x 45	1.070
66"	1.248	88 x 54	1.366
72"	1.393		

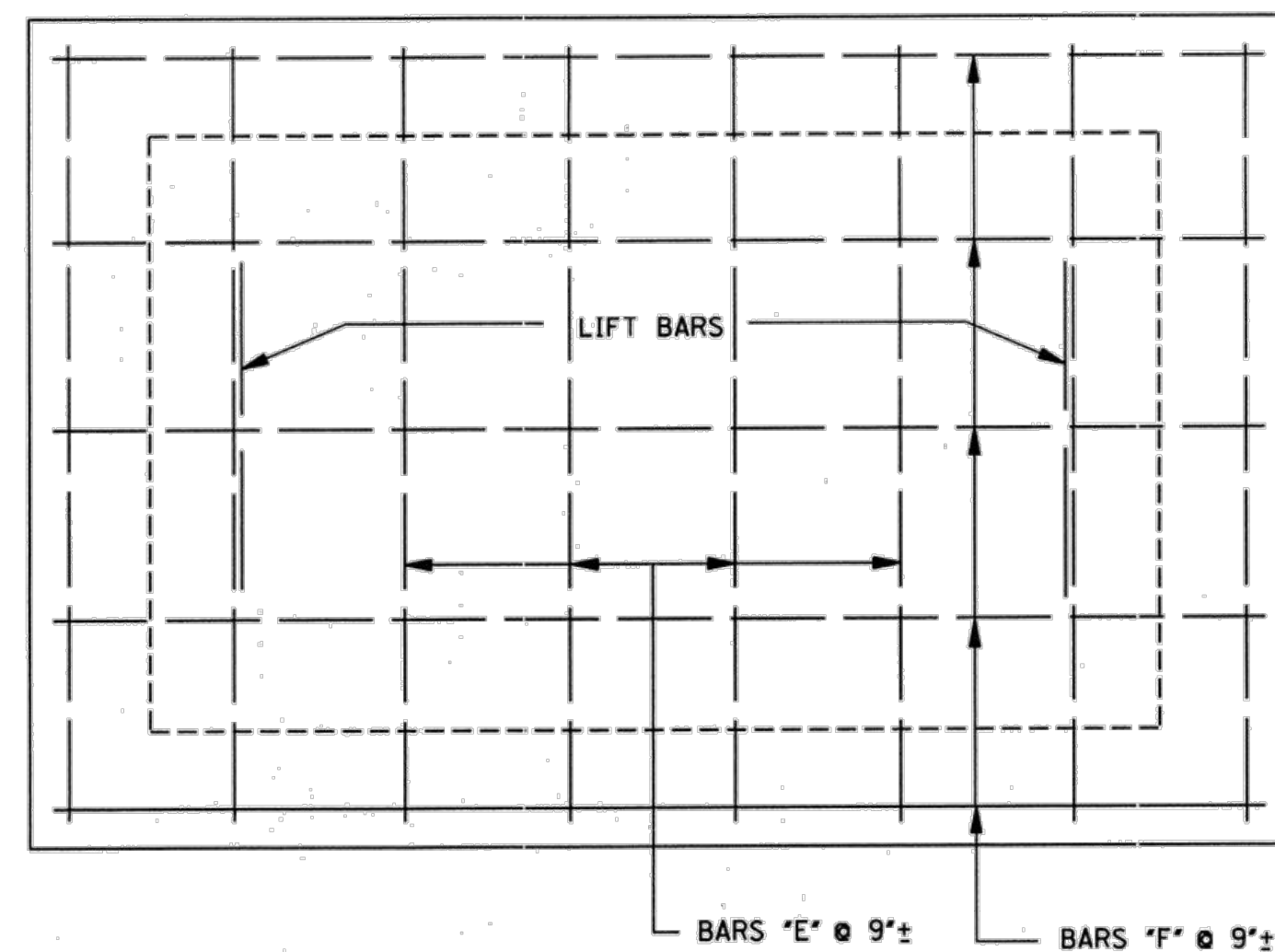
NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.:	8667-18-33
				FILENAME:	PC-1.dwg
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				SURVEYED BY:	CLEARPOINT ENGINEERS
				DSGN: MWE	DATE: 01/2019
				DRWN: WTA	DATE: 01/2019
				CHKD:	DATE:
				QA/QC:	DATE:

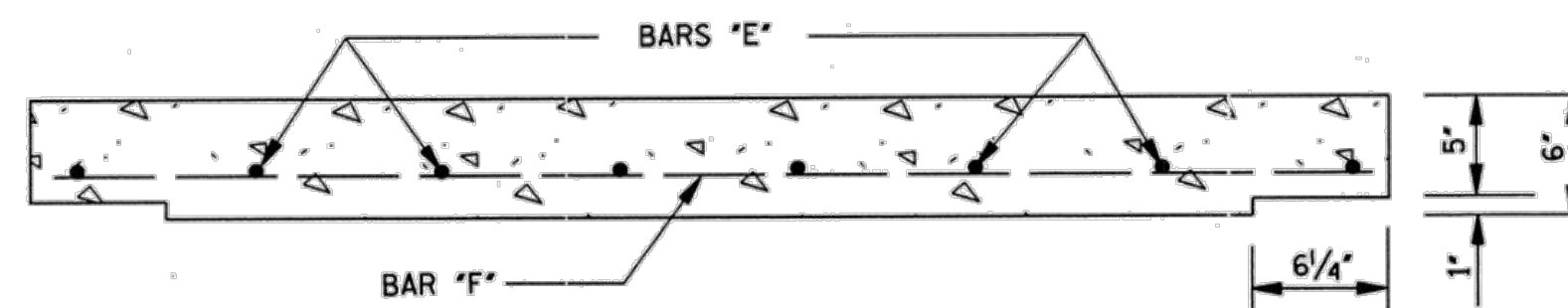
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



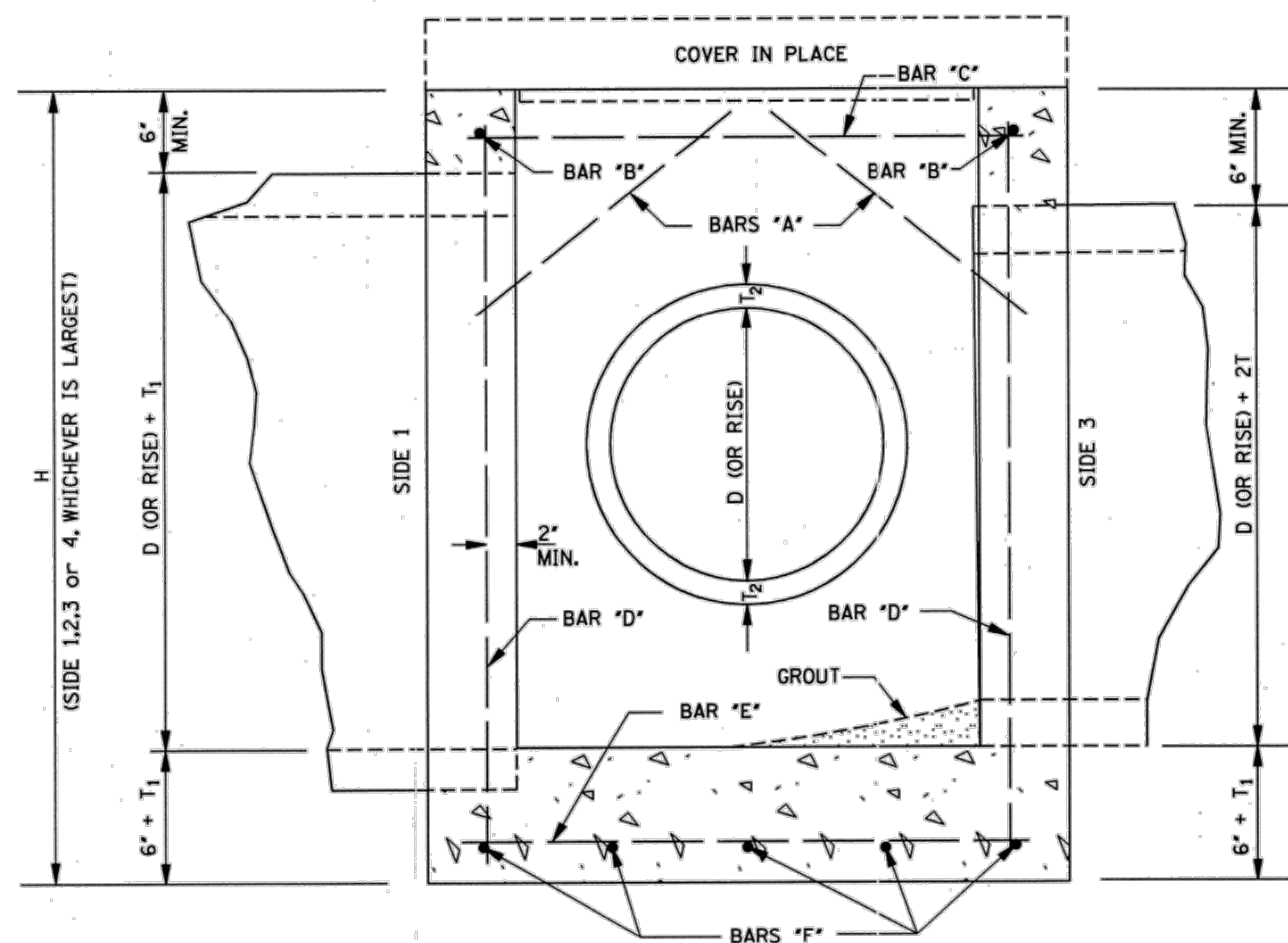
WORKING NUMBER: PC-1	DRAWING NUMBER: 39
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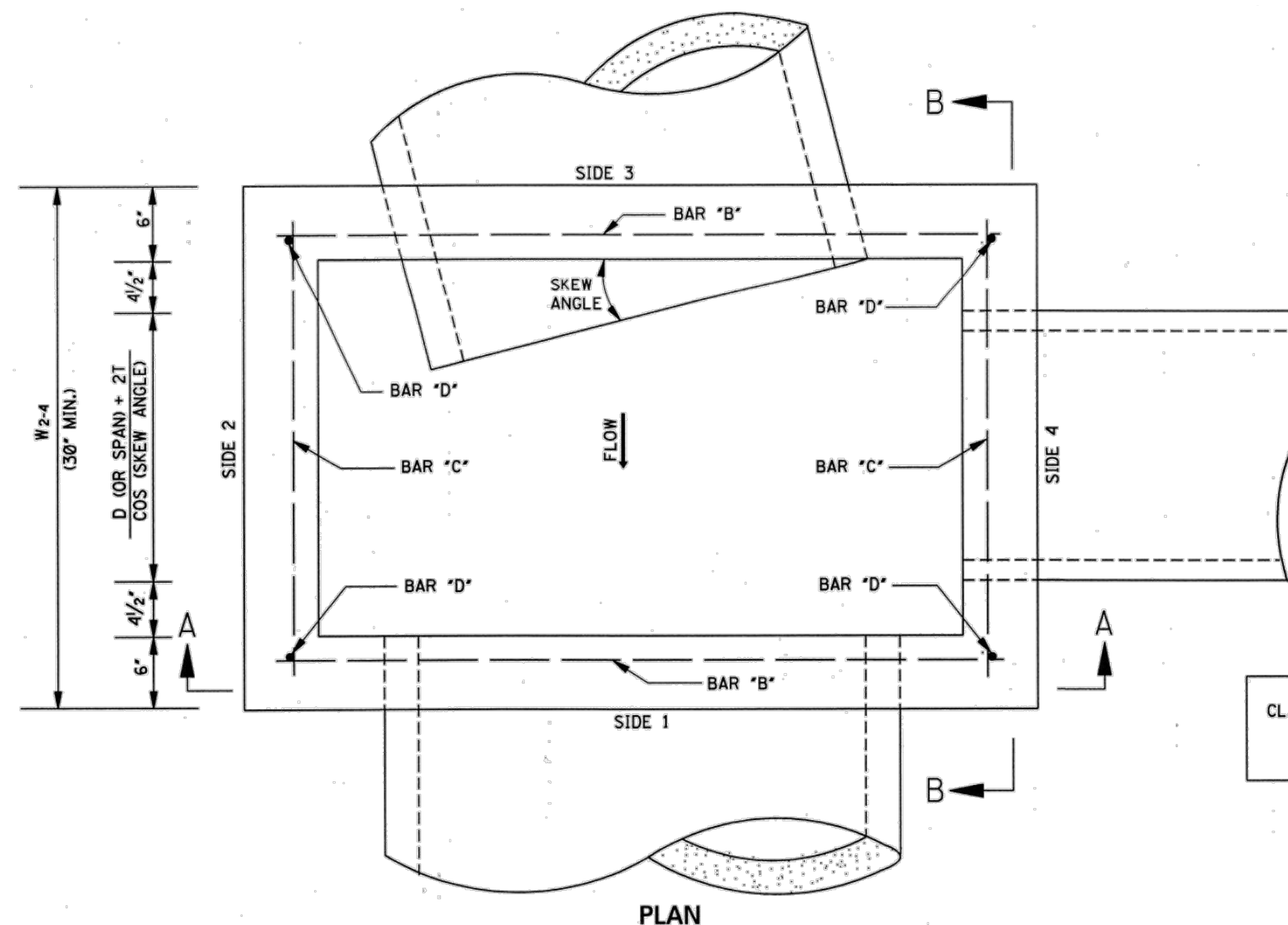
PLAN OF COVER



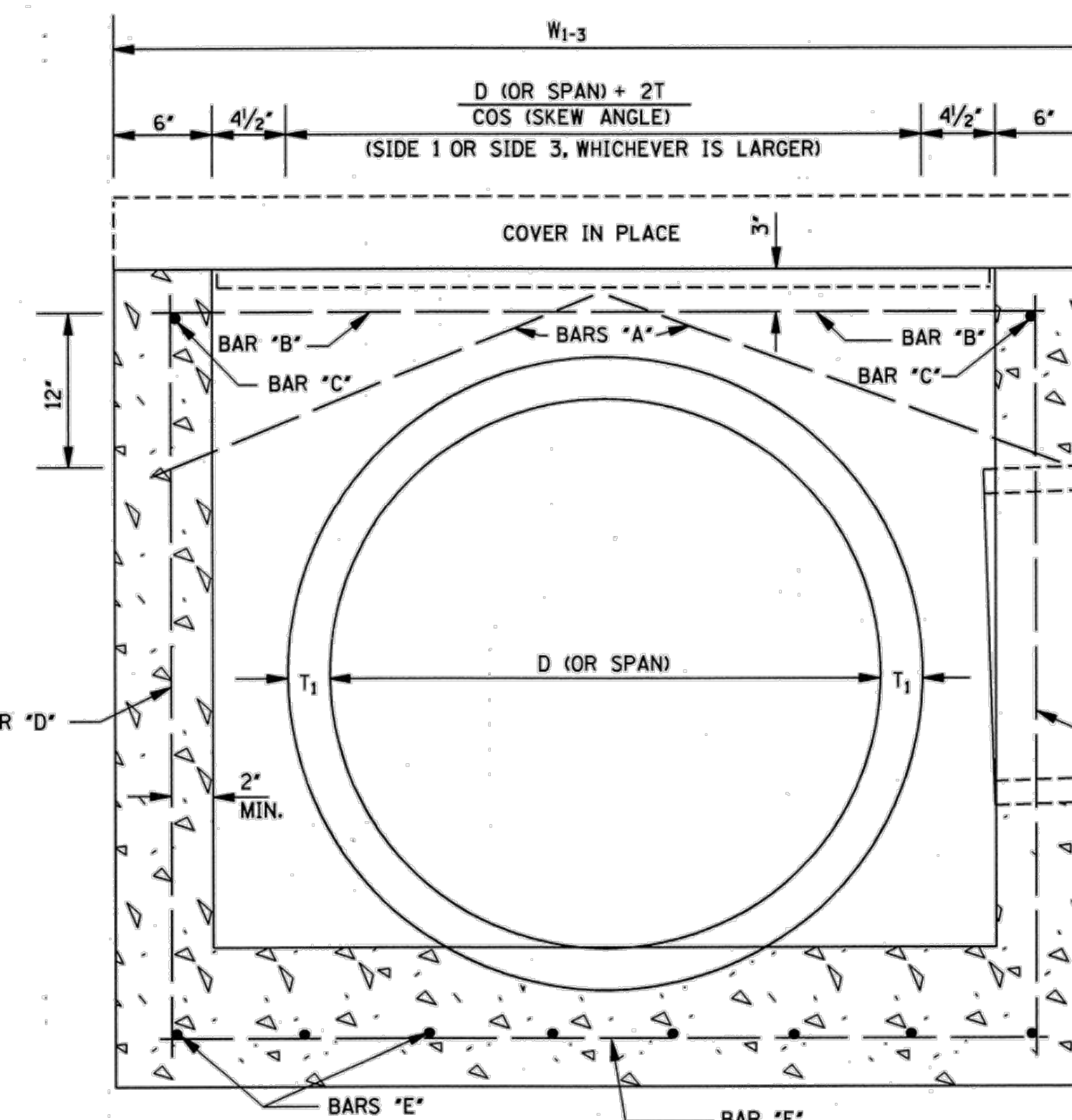
ELEVATION OF COVER



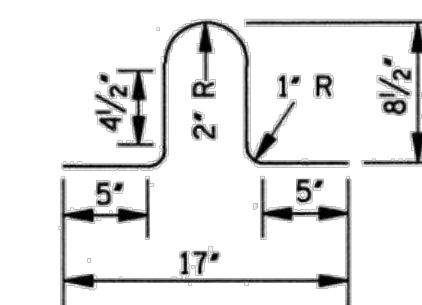
SECTION B-B



PLAN



SECTION A-A



LIFT BAR

NOTE: LIFT BAR TO BE FABRICATED FROM A #4 BAR 30" LONG. TWO LIFT BARS ARE REQUIRED. REINFORCING STEEL FOR 2 LIFT BARS = 3.3 lbs.

REINFORCING BAR LIST			
BAR	SIZE	NUMBER REQUIRED	LENGTH
A	#4	2 PER PIPE OPENING	$\sqrt{196 + \left(\frac{W}{2} + 2\right)^2}$
B	#4	2	$W_{1-3} - 6'$
C	#4	2	$W_{2-4} - 6'$
D	#4	4	$H - 6'$
E	#4	$2 \left[\left(\frac{W_{1-3}}{9} \right) ** + 1 \right]$	$W_{2-4} - 4'$
F	#4	$2 \left[\left(\frac{W_{2-4}}{9} \right) ** + 1 \right]$	$W_{1-3} - 4'$

NOTE: VARIABLES AND DESIGNATIONS ARE AS FOLLOWS:
D (OR SPAN) = PIPE DIAMETER (OR SPAN)
W₁₋₃ = WIDTH OF SIDE 1 & SIDE 3
W₂₋₄ = WIDTH OF SIDE 2 & SIDE 4
W* = W₁₋₃ OR W₂₋₄ (SIDE OF ENTERING PIPE)
** = ROUND TO NEAREST WHOLE NUMBER

CL. "B" CONC. (yd³) = [(Q1 + Q2) / 46,656] - Σ PIPE OPENING DEDUCTIONS
WHERE: Q1 = [5 * W₁₋₃ * W₂₋₄] + [1 * (W₁₋₃ - 12.5) * W₂₋₄ - 12.5 * 1] + [(1 + 6') * W₁₋₃ * W₂₋₄]
Q2 = 12 * [H - (T₁ + 6')] * [(W₁₋₃ - 12') + W₂₋₄]

COMMON PIPE SIZE					
CIRCULAR PIPE			ARCH PIPE		
PIPE SIZE	T	PIPE OPENING DEDUCTION (yd ³)	PIPE SIZE	T	PIPE OPENING DEDUCTION (yd ³)
18"	2 1/2"	0.053	22" x 13"	2 1/2"	0.053
24"	3"	0.091	29" x 18"	3"	0.087
30"	3 1/2"	0.138	36" x 23"	3 1/2"	0.129
36"	4"	0.196	44" x 27"	4"	0.185
42"	4 1/2"	0.263	51" x 31"	4 1/2"	0.245
48"	5"	0.340	58" x 36"	5"	0.318
54"	5 1/2"	0.427	65" x 40"	5 1/2"	0.394
60"	6"	0.524	73" x 45"	6"	0.489
66"	6 1/2"	0.630			
72"	7"	0.747			

GENERAL NOTES:

1. REINFORCING STEEL QUANTITIES TO BE COMPUTED FROM BAR LIST AND SHOWN ELSEWHERE ON THE PLANS.
2. QUANTITIES FOR JUNCTION BOXES SHOWN ON THE PLANS WILL BE THE BASIS FOR PAYMENT UNLESS AUTHORIZED MODIFICATIONS ARE MADE.
3. CONCRETE SHALL BE CLASS "B" AND REINFORCING STEEL SHALL BE DEFORMED BARS.
4. SIDE 1 OF THE JUNCTION BOX WILL ALWAYS BE THE OUTFLOW SIDE.
5. IF PIPES ARE SKEWED MORE THAN 15° OR IF SKEWED PIPES PRODUCE CONFLICTS WITH ANOTHER OPENING, THE PIPE SHALL BE BROKEN BACK TO THE WALL OF THE JUNCTION BOX.

NOTICE TO DRAWING HOLDER

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REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	

N-S PROJECT NO.: 8667-18-33	
FILENAME: JB-1.dwg	
SCALE:	
SURVEYED BY: CLEARPOINT ENGINEERS	
DSGN: MWE	DATE: 01/2019
DRWN: WTA	DATE: 01/2019
CHKD:	DATE:
QA/QC:	DATE:

38TH AVENUE PATHWAY

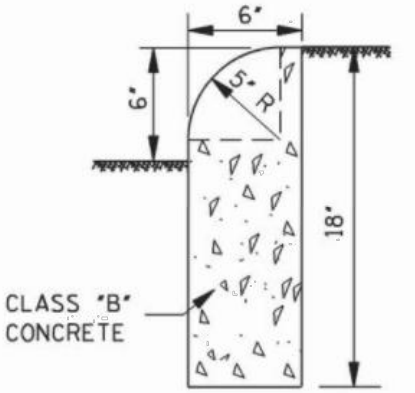
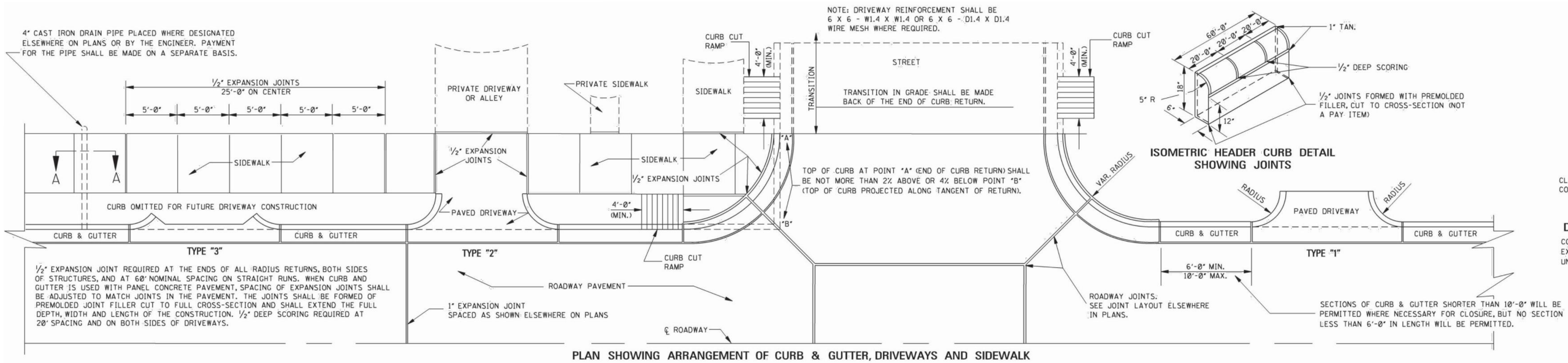
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



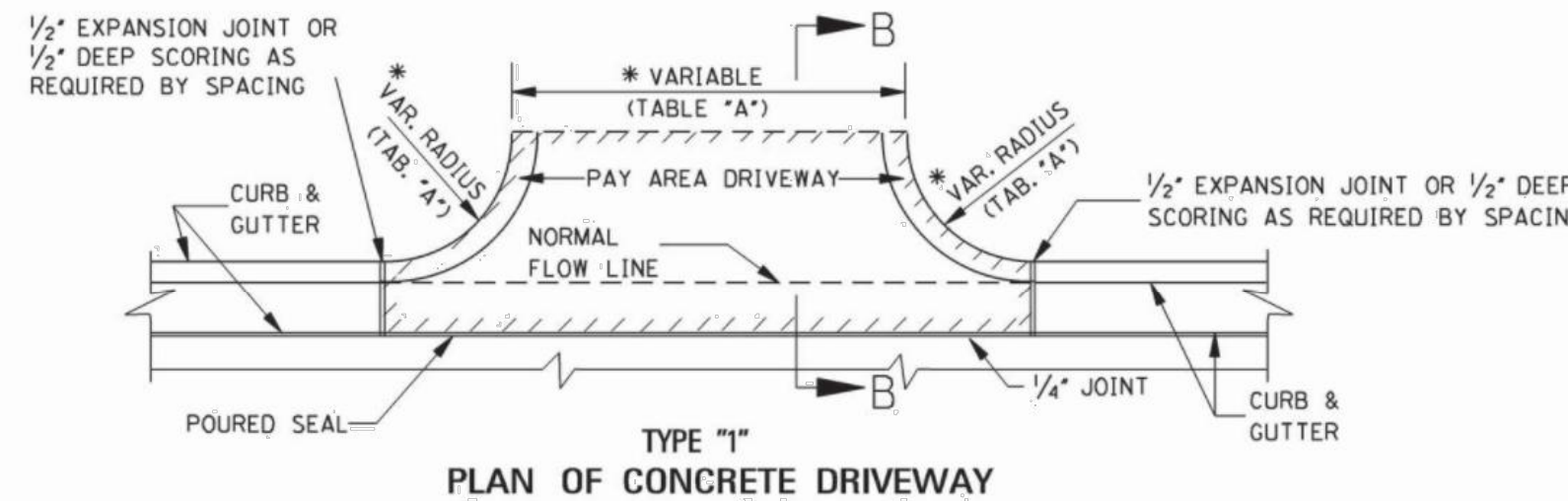
JUNCTION BOX FOR PIPE
CULVERTS

WORKING NUMBER:
JB-1

DRAWING NUMBER:
40

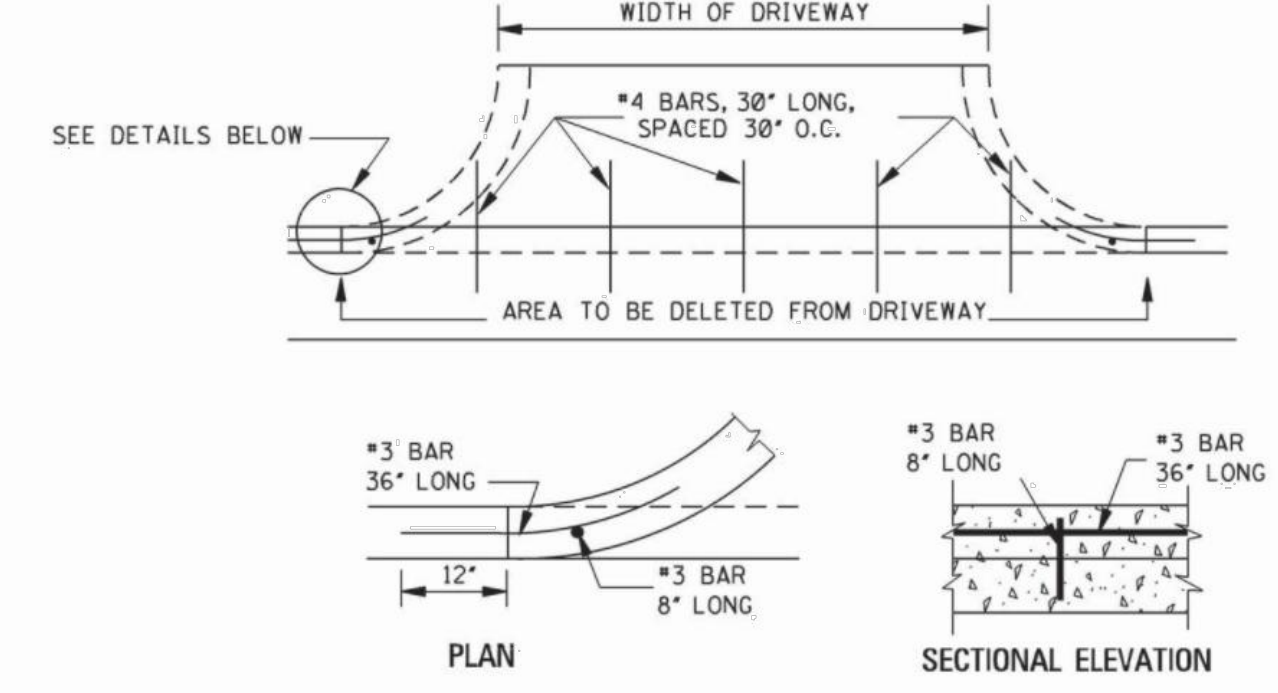
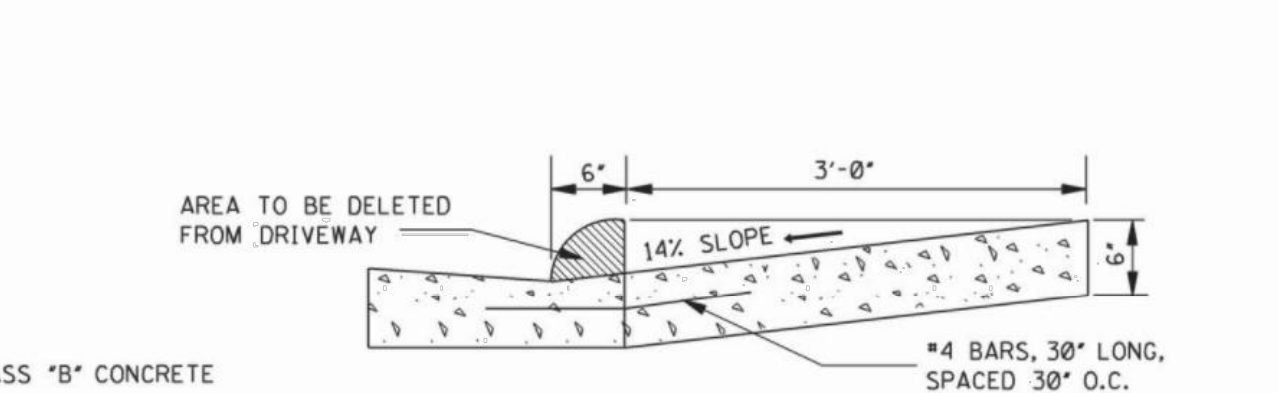
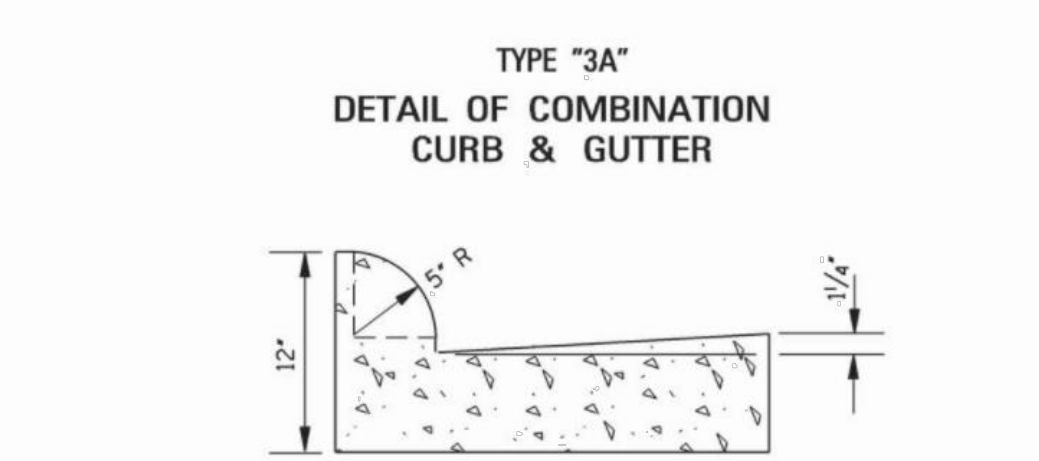
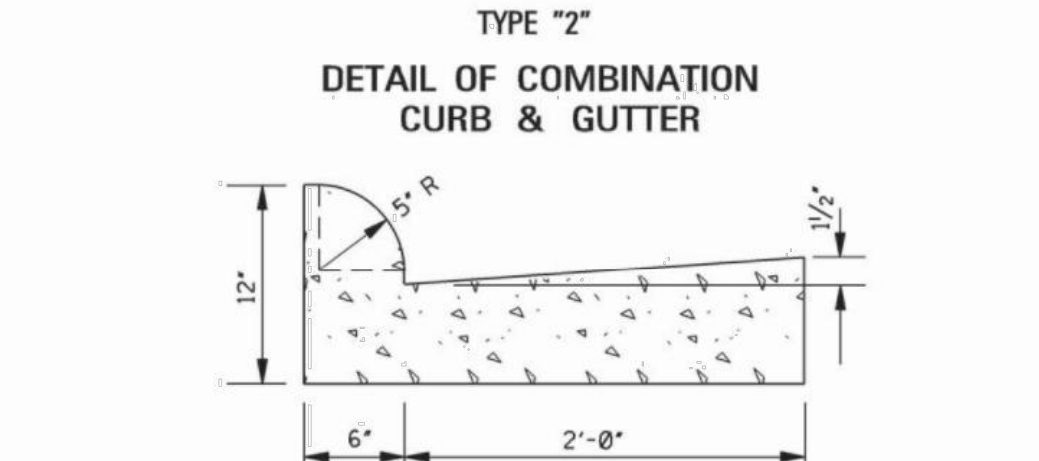
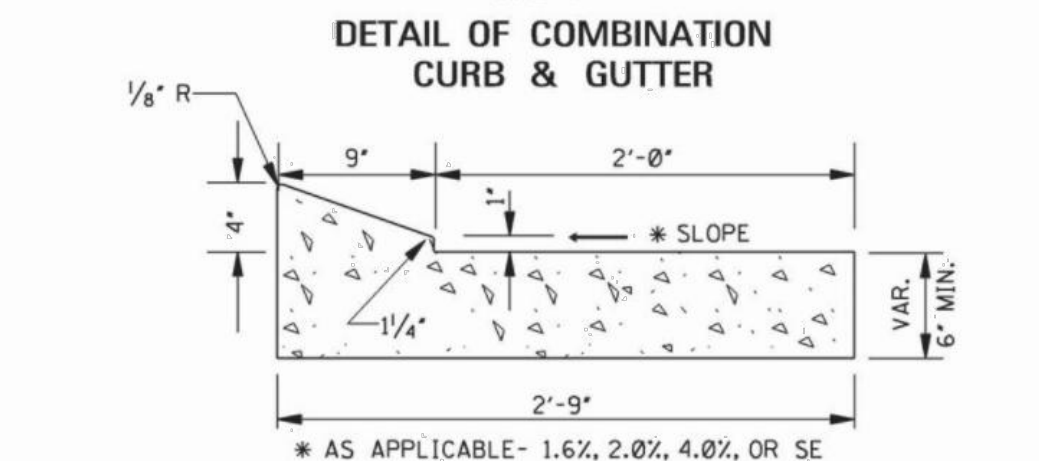
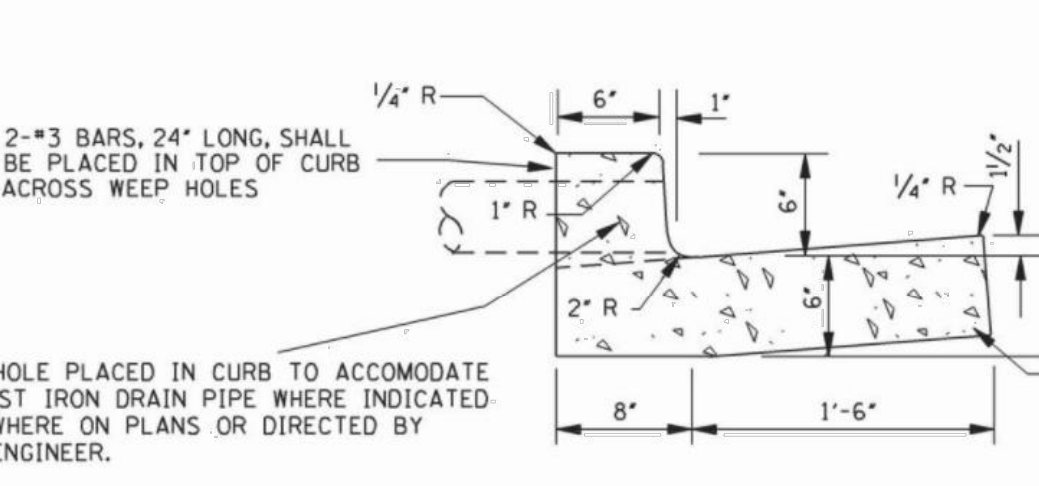
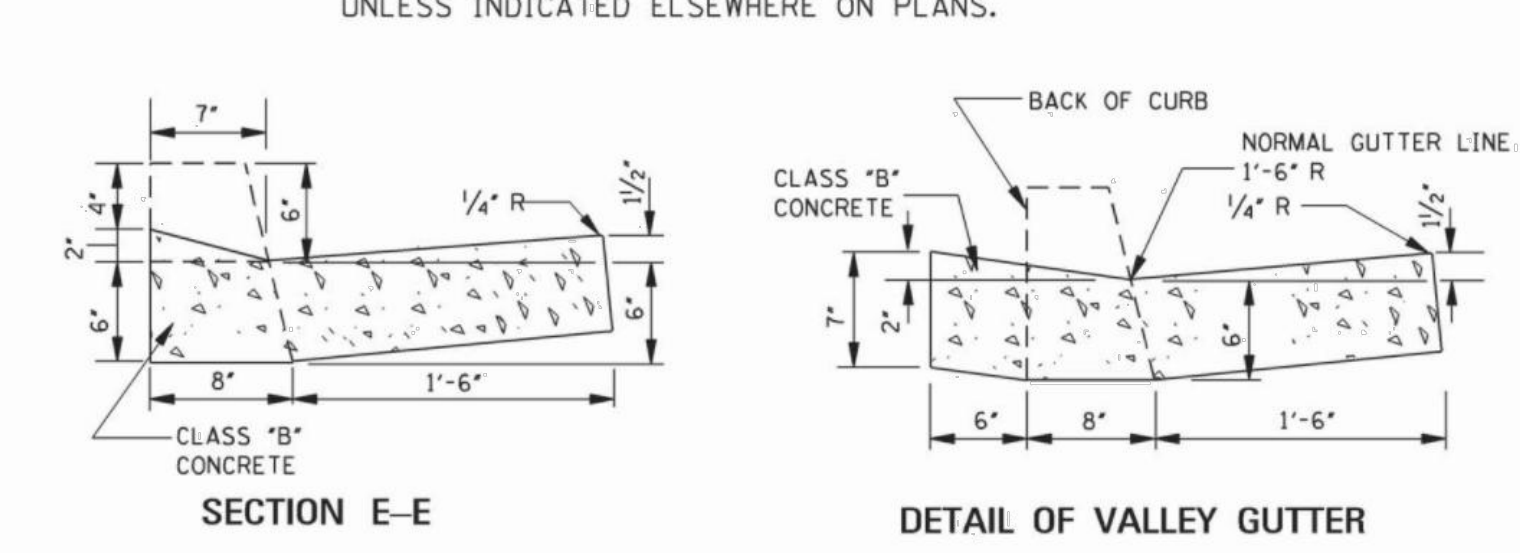
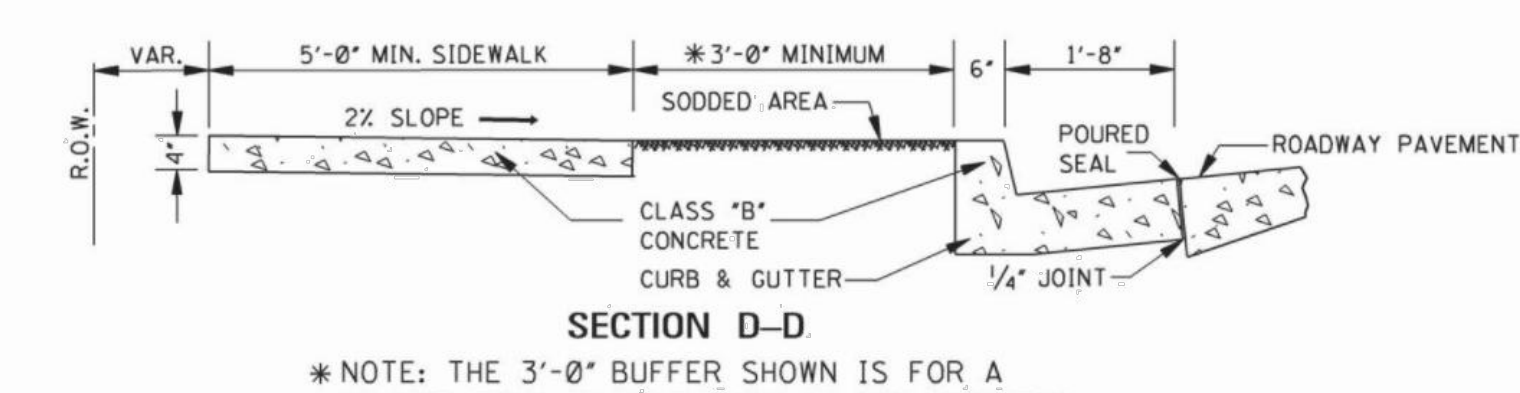
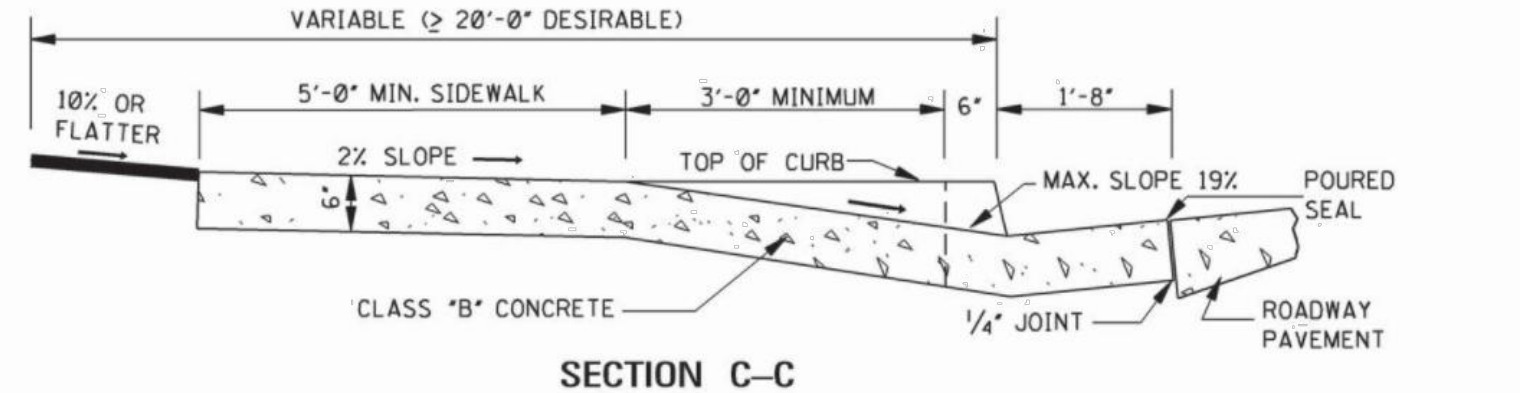
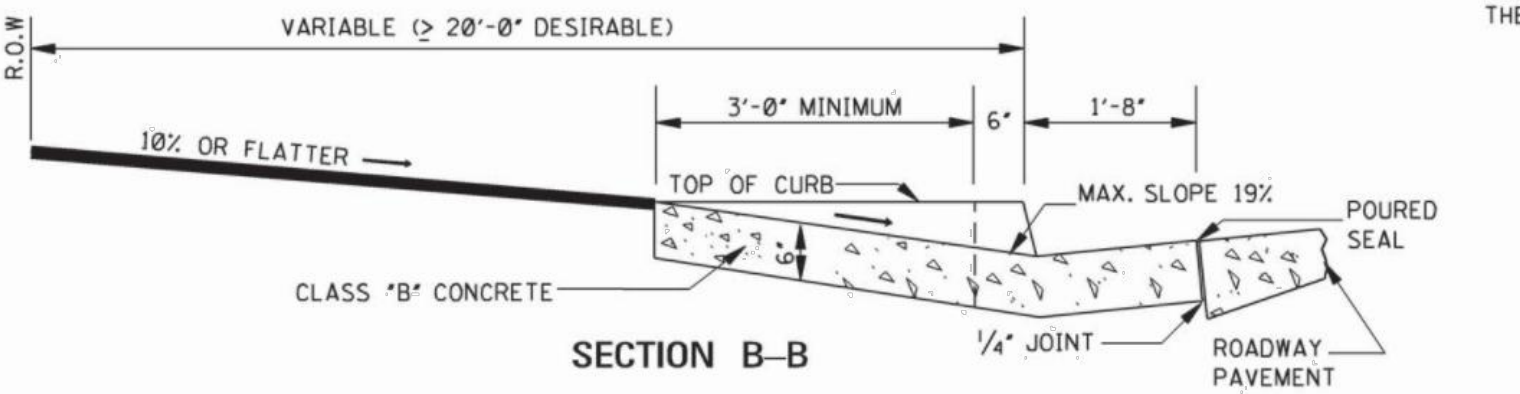
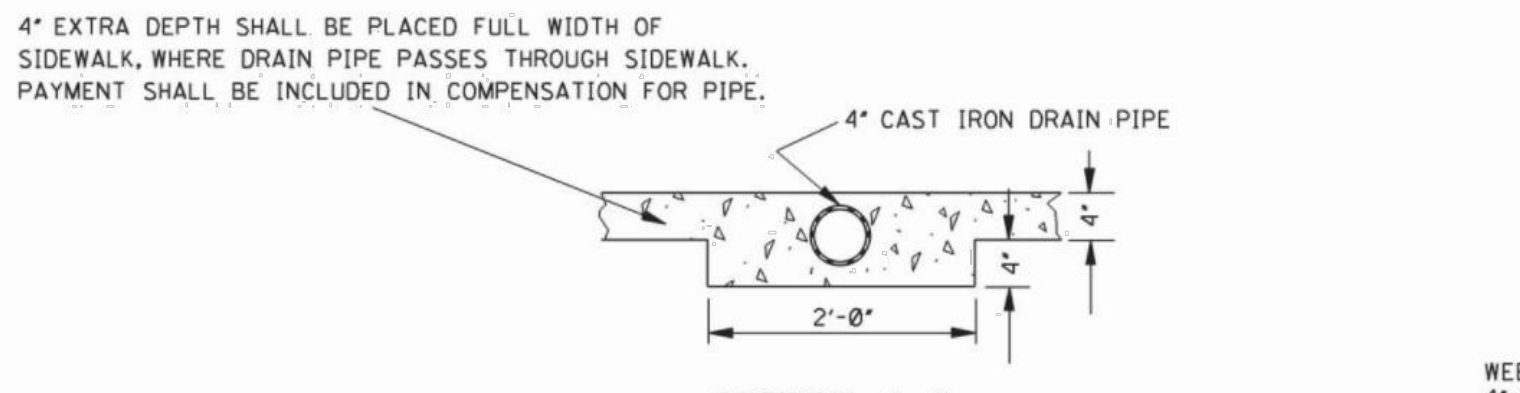
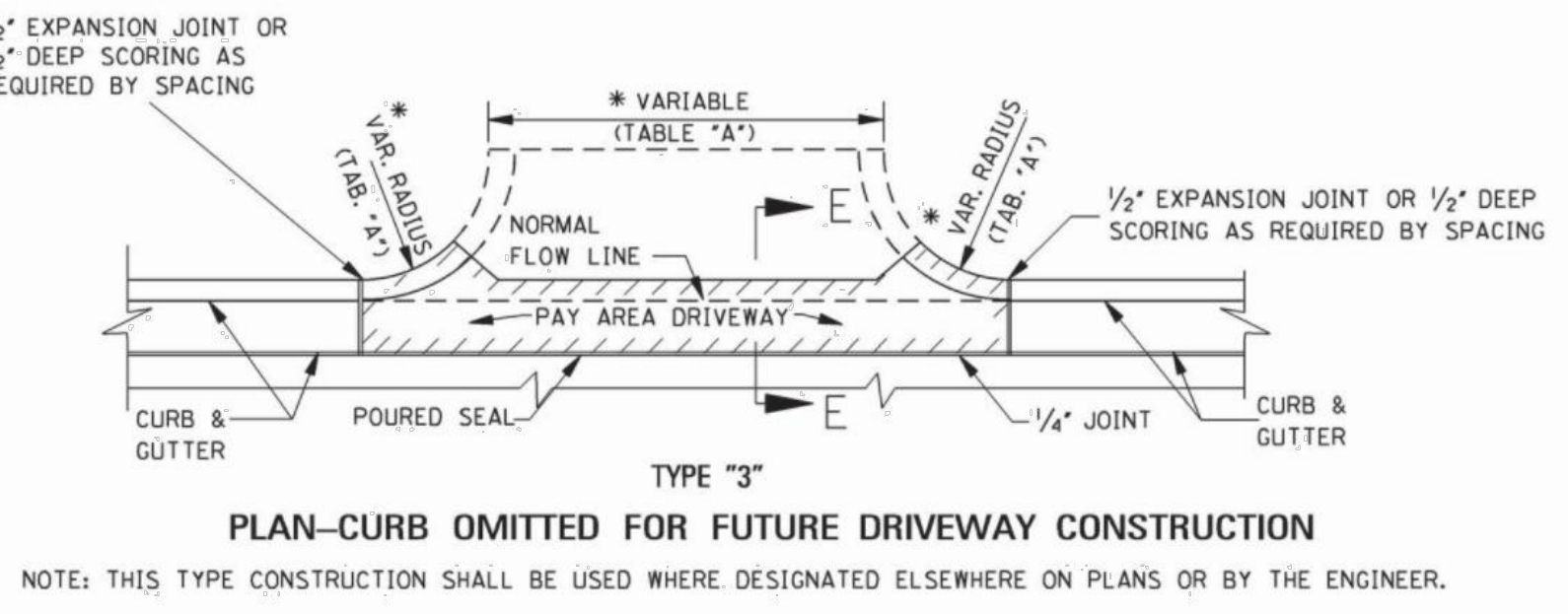
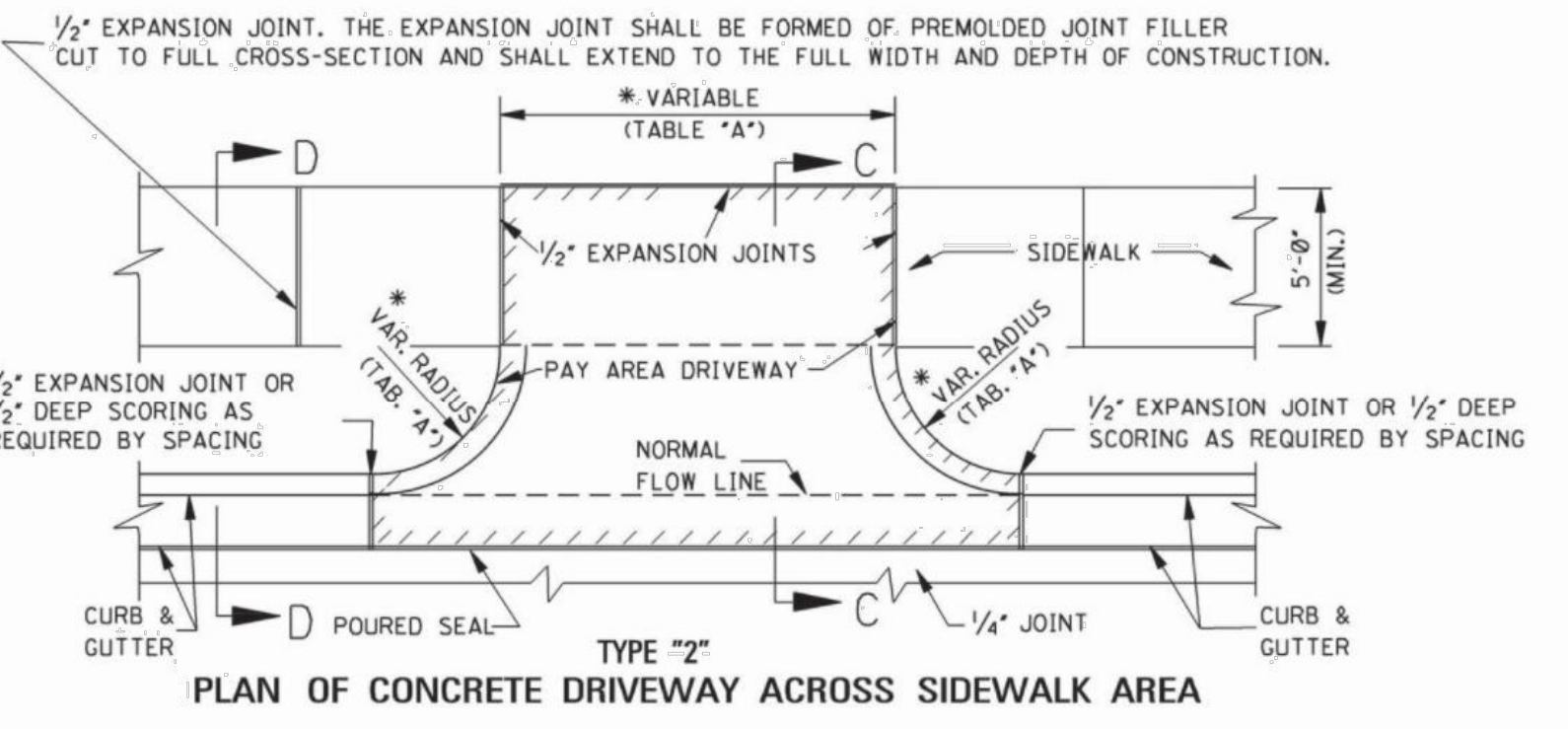


DETAIL OF HEADER CURB
CONTRACTION JOINTS REQUIRED AT 20' O.C.
EXPANSION JOINTS REQUIRED AT 60' O.C.
UNLESS OTHERWISE DIRECTED BY ENGINEER.



11.058 yd² FOR DRIVEWAY 16'-0" IN WIDTH.
0.574 yd² FOR EACH ADDED OR SUBTRACTED
FOOT OF WIDTH.
NOTE: THIS DRIVEWAY AREA EXAMPLE IS
COMPUTED ON THE BASIS OF 3'-0" RADIUS.
PAYMENT FOR CURB RADIUS SHALL BE
INCLUDED IN COMPENSATION FOR DRIVEWAY.

*TABLE "A"		
DRIVEWAY TYPE	DRIVEWAY WIDTH (ft)	CURB RETURN RADIUS (ft)
RESIDENTIAL	16'	3' - 10'
COMMERCIAL / INDUSTRIAL	30' - 50'	5' - 30'



- GENERAL NOTES:**
1. THE STANDARD SPECIFICATIONS ADOPTED BY THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION SHALL, UNLESS OTHERWISE SPECIFIED HEREIN, APPLY TO ALL ITEMS INCLUDED ON THIS DRAWING.
 2. TRAVERSE CONTRACTION JOINTS ARE REQUIRED AT 20' ON CENTER FOR ALL CONCRETE DRIVEWAYS THAT EXTEND PAST THE END OF THE CURB RETURN. A 1/2" WIDE EXPANSION JOINT IS REQUIRED AT THE END OF THE CURB RETURN AND AT 60' ON CENTER THROUGHOUT THE LENGTH OF THE DRIVEWAY. A LONGITUDINAL CONTRACTION JOINT IS REQUIRED FOR ALL DRIVEWAYS EXCEEDING 20' IN WIDTH.
 3. SEE SHEET CCR-1 FOR DETAILS OF CURB-CUT RAMPS.

NOTICE TO DRAWING HOLDER
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REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8667-18-33	
				FILENAME: SD-1.dwg	
				SCALE:	
				SURVEYED BY: CLEARPOINT ENGINEERS	
				DSGN: MWE DATE: 01/2019	
				DRWN: WTA DATE: 01/2019	
				CHKD: DATE:	
				QA/QC: DATE:	

38TH AVENUE PATHWAY

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



DRIVEWAYS, CURB & GUTTER & SIDEWALK

WORKING NUMBER:
SD-1

DRAWING NUMBER:
41



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2019-258

File ID: 2019-258

Type: Regular Agenda Item

Status: Routine Agenda

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 03/25/2019

Brief Title: Accepting all proposals submitted for the two (2) year depositories for the City of Hattiesburg.

Final Action:

Minute Book Number: MB 2019-90

Title:

Acknowledge receipt of proposals received March 21, 2019 for two (2) Year Depositories and accept all proposals received.

Notes:

Agenda Date: 04/02/2019

Indexes:

Agenda Number: VI.-5

Sponsors:

Enactment Date:

Attachments: BANCORPSOUTH BANK BID, TRUSTMARK BANK BID, COMMUNITY BANK BID, GREAT SOUTHERN BANK BID, CITIZENS BANK BID, FIRST BANK BID, HANCOCK WHITNEY BANK BID, REGIONS BANK BID

Enactment Number:

Contact:

Meeting Date: 04/02/2019

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/02/2019					

Text of Legislative File 2019-258

Title

Acknowledge receipt of proposals received March 21, 2019 for two (2) Year Depositories and accept all proposals received.

Summary

Accepting all proposals submitted for the two (2) year depositories for the City of Hattiesburg.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



March 21, 2019

City of Hattiesburg
Attn: Kermas Eaton - City Clerk
P.O. Box 1898
Hattiesburg, MS 39404

Mr. Eaton:

BancorpSouth appreciates the opportunity to offer the enclosed bid for the City of Hattiesburg depository relationship. We appreciate the business relationship we currently maintain with the City and look forward to continuing that partnership. BancorpSouth is knowledgeable and experienced in the management of public fund relationships, and will continue to provide the City of Hattiesburg all the necessary services and customer service you are accustomed to. Enclosed you will find the rates we propose to pay on the city depository accounts, current bond funds held, and fees for a 2-year bid term.

BancorpSouth has grown to become an \$18.0 Billion bank holding company, operating over 285 locations in eight states. Chartered in 1876, BancorpSouth is one of the most stable state bank holding companies in the country. BancorpSouth is a State-Chartered financial institution and an eligible public depository under current Mississippi State Law. As such, BancorpSouth meets the requirements provided in Section 27-105-353 and 27-105-363 of the Mississippi Code of 1972, Annotated and is an approved financial institution under the "State of Mississippi Guaranty Pool Program" under Section 27-105-6 Mississippi Code.

In summary we propose the following rate options to pay on City's depository funds:

- Two (2) Year Bid Term – choose one of the following options:
 - a. Rate Options (Choose One)
 - i. Fixed Rate of 2.63%
 - ii. Floating Rate of Fed Funds Target Rate minus 0.50% with a Cap Rate of 3.75% (currently, this rate currently equals 2.00%)
 - b. There will **not** be any service charges or treasury management charges related to this relationship.
- In order to receive the rates quoted above, the total balance of all City of Hattiesburg accounts must maintain a minimum balance of \$8 Million and a maximum balance \$60 Million in the checking accounts to receive the above rates. If these balances are not maintained, BancorpSouth reserves the right to adjust the rate to the current market rate or a default rate setup within the bank.

In addition to the services requested in the bid BancorpSouth is able to offer competitive rates on future CD's, loans and leases that the city bids out. Please contact Adam Roberts or Grant Walker for rates on these types of needs

Thank you for your consideration.

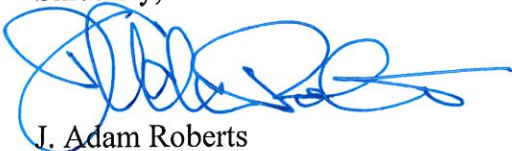
Please contact any of the following individuals if you have any questions regarding our depository bid:

J. Adam Roberts
First Vice President
Hattiesburg
601-545-5130
adam.roberts@bxs.com

Grant Walker
Market President
Hattiesburg
601-545-5005
grant.walker@bxs.com

Brandon S. Webb
Vice President
Treasury Management
228-214-4516
brandon.webb@bxs.com

Sincerely,



J. Adam Roberts
First Vice President – Hattiesburg

BancorpSouth Rate Options

The City of Hattiesburg will have the option of choosing one of the rate plans below for the years 2019 – 2020:

- Fixed Rate for years 2019 – 2020 2.63%
- Floating Rate for years 2019 – 2020 Fed Funds Target Rate minus 0.50% with a
 Cap Rate of 3.75%
 (Currently this rate option equates to 2.00%)
- There will **not** be any service charges or treasury management charges related to this relationship.

** In order to receive the rates quoted above, the total balance of all City of Hattiesburg accounts must maintain a minimum balance of \$8 Million and a maximum balance \$60 Million in the checking accounts to receive the above quoted fixed rate. If these balances are not maintained, BancorpSouth reserves the right to adjust the rate to the current market rate or a default rate setup within the bank.*

Both of these rate options will allow the funds to be collateralized properly according to Section 27-105-6 Mississippi Code

BancorpSouth – City of Hattiesburg Branch Listing

Branch	Address	Phone	Functional Description	Lobby	Drive-Thru
Hattiesburg Main Office	100 HARDY ST HATTIESBURG MS 39401-3819	601-544-4211	Full Service Branch	M-Th 9-4:30 Fri 9-5:30	M-Th 8-4:30 Fri 8-5:30
Broadway Branch	713 Broadway Drive Hattiesburg, MS 39401-7532	601-545-6800	Full Service Branch	M-Th 9-4:30 Fri 9-5:30	M-Th 8-4:30 Fri 8-5:30
Medical Center Branch	200 South 28 th Ave Hattiesburg, MS 39401-7154	601-545-6825	Full Service Branch	M-Th 9-4:30 Fri 9-5:30	M-Th 8-4:30 Fri 8-5:30
University Branch	3101 HARDY ST HATTIESBURG MS 39401-7058	601-545-6820	Full Service Branch	M-Th 9-4:30 Fri 9-5:30	M-Th 8-4:30 Fri 8-5:30
98 Place Branch	6471 U.S. Highway 98 Hattiesburg, MS 39402	601-554-3355	Full Service Branch	M-Th 9-4:30 Fri 9-5:30	M-Th 8-4:30 Fri 9-5:30
Westwood Mall Branch	4650 Hardy Street Hattiesburg, MS 39402	601-545-6830	Full Service Branch	M-Th 9-4:30 Fri 9-5:30 Sat 9-1:00	M-Th 7:30-6:00 Fri 7:30-6:00 Sat 9-1:00

STATE OF MISSISSIPPI

Office of the State Treasurer



Having complied with all the requirements of law, and having placed approved securities with the State Treasurer of Mississippi, **BancorpSouth Bank** is hereby appointed a

STATE DEPOSITORY

for a term of one year ending the **thirtieth (30th)** day of **November, 2019**, and is hereby authorized and empowered to receive and disburse, according to law, any and all State Funds, there offered for demand deposits and for investment in Time Certificates of Deposit or other authorized securities, but shall not have on deposit at any time an amount exceeding that authorized by Section 27-105-9, Mississippi Code (1972) as amended, or other applicable law or regulation unless otherwise ordered by the State Treasurer.

In witness whereof, the State Treasurer has ordered this Commission issued and has duly signed and affixed the Seal of the Office of the Treasurer of the State of Mississippi thereto on this the **first day of December, 2018**.

A handwritten signature in cursive script, reading "Lynn Fitch", written over a horizontal line.

Lynn Fitch

Treasurer of the State of Mississippi



MUNICIPALITY BID PROPOSAL FORM

TO CITY COUNCIL AND MAYOR OF THE CITY OF HATTIESBURG

We submit the following bid proposal for serving as the deposit for City of Hattiesburg for the period beginning January 1, 2019 and ending December 31, 2020 and thereafter until new arrangements shall be made according to law:

1. Trustmark National Bank is insured by the Federal Deposit Insurance Corporation or any successors to such insurance corporation.
2. Trustmark National Bank has met the primary capital to assets ratio of five and one-half percent (5 1/2%) or more as of November 30th, 2018, and has received certification of such from the State Treasurer, and will attach commission in response. **Please attach commission in response.**
3. Trustmark National Bank has 6 offices located in Hattiesburg, Mississippi. Please attach in response a list of all branches located in the City of Hattiesburg. Include address of each branch.
4. Trustmark National Bank has 58 employees located in Hattiesburg, Mississippi.
5. Trustmark National Bank agrees to place on deposit with City of Hattiesburg (municipality) as security any of the securities eligible for securing of state funds as provided in Section 27-105-5, Mississippi Code Ann. (1972) in an amount at least equal to one hundred and five percent (105%) of the maximum sum to be placed on deposit in such financial institution at any one time exclusive of that portion of accounts insured by the Federal Deposit Insurance Corporation, or any successors to such insurance corporation.
- Or, Trustmark National Bank is a public funds guaranty pool member under sections 27-105-5 and 27-105-6, Mississippi Code Ann. (1972). The qualified financial institution shall secure those deposits by placing qualified securities on deposit with the State Treasurer as provided in section 27-105-5.
6. Trustmark National Bank agrees to execute a Collateral Security Agreement with the Municipality in the form recommended by the State Treasurer of the State of Mississippi for the purpose of complying with Section 1823(e) of FIRREA as necessary to ensure that the Municipality will possess a preferred claim to pledged securities in the event of default by the depository bank. All Collateral Security Agreements will be executed prior to February 1, 2019.
7. Trustmark National Bank agrees to monitor monthly deposits of the municipality in order to ensure adequate securities are pledged and to provide the municipality with an annual report listing accounts reported to the State Treasurer.
8. Trustmark National Bank agrees to prepare monthly statements beginning with the first day of the month and ending with the last day of the month, showing debits, credits, balances, and sequential listing

of cashed checks within five (5) business days of the statement closing date. Bank statements shall include a copy of the front of all checks processed by the institution each month.

9. Trustmark National Bank agrees to pay interest on the Municipality's accounts based on a fixed rate or variable rate. Variable rates shall be equal to the prior month-end U.S. Federal Funds Rate** plus or minus -40 basis points (-.40%). *****For the purposes of the variable rate calculation for the duration of this bid term, we will use the mid-point of the target range that the Fed currently has in place which is 2.25%.***

CURRENT RATES BASED ON ABOVE CALCULATIONS

	Variable	Fixed
	Fed Funds Target (currently 2.25) – 40 Basis Pts (-.40%)	
<i>DDA Checking Accounts</i>	currently 1.85%** %*	1.81 %*
<i>Money Market/Savings Accounts</i>	As stated above *	1.81 %*

Note: Interest shall be earned on the average daily investable balance.

10. Trustmark National Bank agrees to provide earnings allowance on daily Municipality account balances that offset bank service charges. The earnings credit rate (ECR) shall be *** %

*****Trustmark National Bank does not pay an earnings credit rate on interest bearing accounts**

11. Trustmark National Bank agrees to, if requested, offer advice on cash management and investment strategies necessary to properly utilize the School Municipality's assets.
12. Trustmark National Bank agrees to provide the requested information necessary for the completion of the annual audit at no charge to the municipality or its auditors.
13. Trustmark National Bank agrees to allow the municipality to establish or maintain checking or savings accounts for no charge or minimum charges/fees for deposits credited, checks paid, incoming wire transfers, or returned deposit items. In addition, Trustmark National Bank agrees to provide the services** listed on the following page at no charge or minimum charge to the municipality based on account data provided by the municipality and data listed below:

Account Data	
<i>Average Monthly Ledger Balance</i>	Varies by Account
<i>Number of DDA Checking Accounts</i>	Approximately 25
<i>Number of Savings Accounts</i>	0

*****Cash Management Services currently utilized by the City of Hattiesburg will be provided at no cost.***

Completed By Municipality			Financial Institution's Response	
Account Services	Services Utilized? (Yes/No/Interested)	Monthly Average Volume	Provided at No Charge (Yes or No)	Direct Fee or Service Charge (Indicate Fee or Charge)
<i>Stop Payments</i>	Choose a response.		Yes	
<i>Outgoing Wire Transfers</i>	Choose a response.		Yes	
<i>Incoming Wire Transfers</i>	Choose a response.		Yes	
<i>Night Depository Services</i>	Choose a response.		Yes	
<i>Locking Bank Bags</i>	Choose a response.		Yes	
<i>Keys for bank night drop</i>	Choose a response.		Yes	
<i>Deposit Slips</i>	Choose a response.		No	First Order Free
<i>Checks</i>	Choose a response.		No	First Order Free
<i>Re-deposit of returned deposit items at least once</i>	Choose a response.		Yes	
<i>Research/Statement Reproduction</i>	Choose a response.		Yes	
<i>Payroll Direct Deposit Services</i>	Choose a response.		Yes	
<i>Transactions handled via phone</i>	Choose a response.		Yes	
<i>Cash in to be counted by teller at time of deposit</i>	Choose a response.		Yes	
<i>Internet Banking Access</i>	Choose a response.		Yes	
<i>Note: Please add any additional services you deem necessary or have interest in under "Service" column</i>				
<i>Paymode X</i>	Choose a response.		Yes	
<i>Bank at Work</i>	Choose a response.		Yes	
	Choose a response.		Choose an item.	
	Choose a response.		Choose an item.	
	Choose a response.		Choose an item.	

14. Trustmark National Bank _____ agrees to provide ledger credit on the same day as deposits occur (holidays and weekends excluded). This includes same day credit on wire transfer of funds from the federal and state government, and same day credit on deposits made by the Municipality prior to 2:00 P.M. CST.

Financial Institution Name: Trustmark National Bank

Primary Contact Name: John Cooper

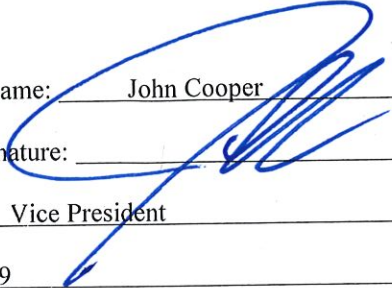
Telephone Number: 601-583-5240

Street Address: 1 Trustmark Plaza

City, State, Zip Code: Hattiesburg, MS 39401

Email Address: john_cooper@trustmark.com

Type or Print Name: John Cooper

Authorized Signature: 

Title: Vice President

Date: 3/20/19

STATE OF MISSISSIPPI

Office of the State Treasurer



Having complied with all the requirements of law, and having placed approved securities with the State Treasurer of Mississippi, Trustmark National Bank is hereby appointed a

STATE DEPOSITORY

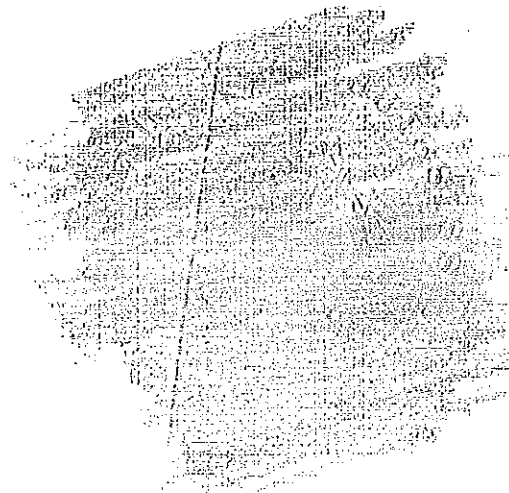
for a term of one year ending the **thirtieth (30th) day of November, 2019**, and is hereby authorized and empowered to receive and disburse, according to law, any and all State Funds, there offered for demand deposits and for investment in Time Certificates of Deposit or other authorized securities, but shall not have on deposit at any time an amount exceeding that authorized by Section 27-105-9, Mississippi Code (1972) as amended, or other applicable law or regulation unless otherwise ordered by the State Treasurer.

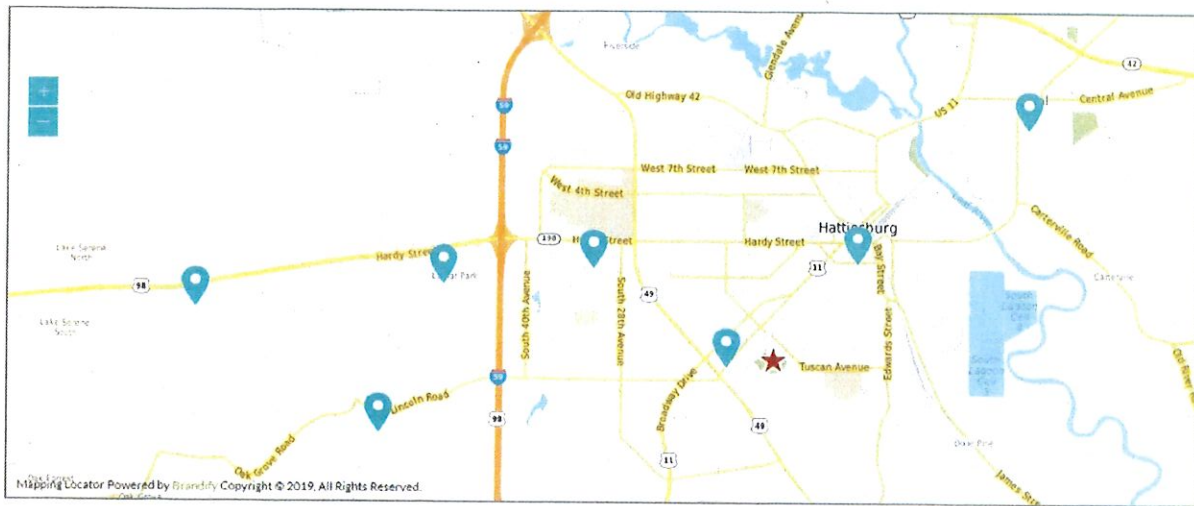
In witness whereof, the State Treasurer has ordered this Commission issued and has duly signed and affixed the Seal of the Office of the Treasurer of the State of Mississippi thereto on this the **first day of December, 2018**.

A handwritten signature in cursive script, reading "Lynn Fitch", written over a horizontal line.

Lynn Fitch

Treasurer of the State of Mississippi





TRUSTMARK

Hattiesburg Main Office

300 Pine Street West
1 Trustmark Plaza
Hattiesburg, MS 39401
(601) 583-5241

TRUSTMARK

Turtle Creek

104 Mayfair Road
Hattiesburg, MS 39402
(601) 583-5201

TRUSTMARK

Oak Grove

6401 U.S. Highway 98
Hattiesburg, MS 39402
(601) 261-4231

TRUSTMARK

Lincoln Road

4358 Lincoln Road Extension
Suite 30
Hattiesburg, MS 39402
(601) 261-1038

TRUSTMARK

Broadway

951 Broadway Drive
Hattiesburg, MS 39401
(601) 583-5204

TRUSTMARK

University

3112 Hardy Street
Hattiesburg, MS 39401
(601) 583-5217



March 18, 2019

City of Hattiesburg Depository Bid
Attn: Kermas Eaton, City Clerk

Dear Kermas,

Community Bank would again like to be considered as a Depository for City of Hattiesburg as it has in the past. Community Bank meets all of the legal requirements to serve as a depository for the City of Hattiesburg.

Community Bank will continue to provide checks and deposit tickets for the Pooled Cash account at no cost to the City of Hattiesburg. The interest rate for this account will be 1.30% until December 31, 2020.

Thanks for consideration of Community Bank as a City Depository.

Sincerely

David McCullen
President
Community Bank, Hattiesburg

RECEIVED

MAR 18 2019

BY: _____



P.O. Box 1799 • 1300 Hardy Street • Hattiesburg, MS 39403
(601) 545-2700 • FAX (601) 545-5446

A Welcome Change In Banking

DATE: 03/19/2019

TO: CITY OF HATTIESBURG-KERMAS EATON, CITY CLERK

FROM: KEN LEE

REF: CITY OF HATTIESBURG DEPOSITORY BID

Please be advised that Great Southern Bank would like to be considered as an approved depository for the city funds for the next two years. Our bank offers direct deposit as well as other options for all employees. Our bank is prepared to offer current commercial deposit interest rates of 1% APY for all deposits except payroll accounts. Also, please note that our bank will secure all city deposits with Mississippi as well as United States Securities and Treasury Bonds that meet all of the qualifications stated in the Mississippi Code of 1972, Chapter 105, Article 3, Volume 9. Please see attached document listed as appendix A, that lists all our qualified securities we can pledge for the deposits. Thank you for the opportunity to service the City of Hattiesburg as a continued client.

Sincerely,



Mack K. Lee, President

Appendix A

As of December 31, 2018, Great Southern Bank has qualified investment securities (as defined in Miss. Code Ann. 27-105-5) available to be pledged as collateral for public funds with a market value in excess of \$104 million. The categories of securities are as follows:

• U.S. Agency Securities fully guaranteed by the United States Government.....	\$ 42,000,000
• Bonds issued by FHLB, FNMA, GNMA and FFCB.....	\$ 34,000,000
• General Obligation / Revenue Bonds issued by political subdivisions of the state of MS.....	\$ 20,000,000
• General Obligation Bonds issued by political subdivisions of other states (non-MS) rated "A" or higher.....	<u>\$ 8,000,000</u>
	<u>\$ 104,000,000</u>

FEDERAL DEPOSIT INSURANCE CORPORATION

WASHINGTON, D. C.

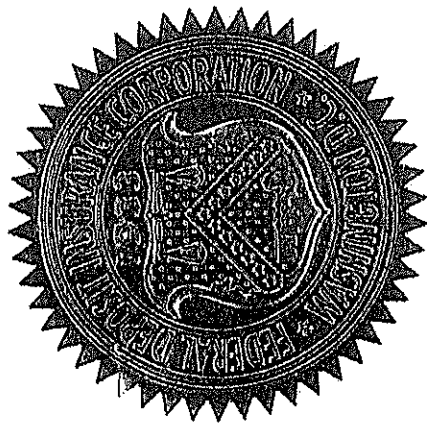
Hereby certifies that the deposits of each depositor in

GREAT SOUTHERN BANK

MERIDIAN

MISSISSIPPI

are insured to the maximum amount provided by the
Federal Deposit Insurance Act



In testimony whereof, witness my signature and the seal of the

Corporation this 1ST day of APRIL, 2015

No: 8552

Attest: Robert L. Feltman
EXECUTIVE SECRETARY

Martin J. Gruenberg
CHAIRMAN OF THE BOARD OF DIRECTORS

STATE OF MISSISSIPPI

Office of the State Treasurer



Having complied with all the requirements of law, and having placed approved securities with the State Treasurer of Mississippi, Great Southern Bank is hereby appointed a

STATE DEPOSITORY

for a term of one year ending the **thirtieth (30th) day of November, 2019**, and is hereby authorized and empowered to receive and disburse, according to law, any and all State Funds, there offered for demand deposits and for investment in Time Certificates of Deposit or other authorized securities, but shall not have on deposit at any time an amount exceeding that authorized by Section 27-105-9, Mississippi Code (1972) as amended, or other applicable law or regulation unless otherwise ordered by the State Treasurer.

In witness whereof, the State Treasurer has ordered this Commission issued and has duly signed and affixed the Seal of the Office of the Treasurer of the State of Mississippi thereto on this the **first day of December, 2018**.

A handwritten signature in cursive script, reading "Lynn Fitch", written over a horizontal line.

Lynn Fitch

Treasurer of the State of Mississippi



Citizens National Bank

March 20, 2019

City of Hattiesburg
Mayor Toby Barker
City Council
P O Box 1898
Hattiesburg, MS 39403

Hand Delivered to City Clerk's Office, City Hall, Hattiesburg, MS

RE: Sealed Bid to be delivered prior to 10:00 am, Thursday, March 21, 2019

Dear Mayor Barker and City Council,

In response to your request for bids for a depository for The City of Hattiesburg, Mississippi, we consider it a privilege to submit the following bid.

We offer to act as depository for The City of Hattiesburg, Mississippi, for the two (2) year period beginning in 2019, in accordance with Section 27-105-305 of the Mississippi Code of 1972, as amended.

In accordance with the provision of Section 27-105-5 and 27-105-6, we will secure the deposits of The City of Hattiesburg, Mississippi, by pledging to the statewide collateral pool, managed by the Mississippi Treasury Department.

For checking deposits placed with us by The City of Hattiesburg, Mississippi, we will guarantee a fixed rate of 1.70% for two years. The rate will be applied to each account's daily collected balance. We will assess standard service charges and fees as per our Schedule of Fees.

Enclosed please find a copy of our current certification from the State Treasurer's office approving our Bank to serve as a state, county, and municipal depository.

Protecting The City of Hattiesburg, Mississippi, funds and assisting you in the accomplishment of your objectives is of the highest priority to this Bank. My commitment to you is to keep you apprised of the latest developments in banking services and to provide quality service. If I can answer further questions, please do not hesitate to call me at 601-264-8140.

Sincerely,

J. Kevin Brewer
Regional President
NMLS# 501142

6258 U.S. Highway 98 • Hattiesburg, MS 39402

Tel: (601) 261-6841 • Fax: (601) 268-2633

YourCNB.com

STATE OF MISSISSIPPI

Office of the State Treasurer



Having complied with all the requirements of law, and having placed approved securities with the State Treasurer of Mississippi, The Citizens National Bank is hereby appointed
a

STATE DEPOSITORY

for a term of one year ending the **thirtieth (30th) day of November, 2019**, and is hereby authorized and empowered to receive and disburse, according to law, any and all State Funds, there offered for demand deposits and for investment in Time Certificates of Deposit or other authorized securities, but shall not have on deposit at any time an amount exceeding that authorized by Section 27-105-9, Mississippi Code (1972) as amended, or other applicable law or regulation unless otherwise ordered by the State Treasurer.

In witness whereof, the State Treasurer has ordered this Commission issued and has duly signed and affixed the Seal of the Office of the Treasurer of the State of Mississippi thereto on this the **first day of December, 2018**.

A handwritten signature in cursive script, reading "Lynn Fitch".

Lynn Fitch

Treasurer of the State of Mississippi

REPORT OF CONDITION

Consolidating domestic subsidiaries of
The Citizens National Bank of Meridian
In the state of MS at close of business on September 30, 2018
published in response to call made by (Enter additional information below)

Statement of Resources and Liabilities

Dollar Amounts in Thousands

ASSETS

Cash and balances due from depository institutions:		
Noninterest-bearing balances and currency and coin		22,938
Interest-bearing balances		36,003
Securities:		
Held-to-maturity securities		141,320
Available-for-sale securities		143,339
Equity securities with readily determinable fair values not held for trading		0
Federal funds sold and securities purchased under agreements to resell:		
Federal funds sold		100
Securities purchased under agreements to resell		0
Loans and lease financing receivables:		
Loans and leases held for sale		632
Loans and leases, net of unearned income	975,707	
LESS: Allowance for loan and lease losses	12,336	
Loans and leases, net of unearned income and allowance		963,371
Trading Assets		0
Premises and fixed assets (including capitalized leases)		32,206
Other real estate owned		455
Investments in unconsolidated subsidiaries and associated companies		0
Direct and indirect investments in real estate ventures		0
Intangible assets (from Schedule RC-M)		0
Other assets		23,971
Total assets		1,364,335

REPORT OF CONDITION (Continued)

LIABILITIES

Dollar Amounts in Thousands

Deposits:

In domestic offices		1,183,743
Noninterest-bearing	222,567	
Interest-bearing	961,176	
Federal funds purchased and securities sold under agreements to repurchase:		
Federal funds purchased		0
Securities sold under agreements to repurchase		24,022
Trading liabilities		0
Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases)		0
Subordinated notes and debentures		0
Other liabilities		3,857
Total liabilities		1,211,622

EQUITY CAPITAL

Bank Equity Capital		
Perpetual preferred stock and related surplus		0
Common stock		1,430
Surplus (excludes all surplus related to preferred stock)		80,992
Retained earnings		77,425
Accumulated other comprehensive income		-7,128
Other equity capital components		-6
Total bank equity capital		152,713
Noncontrolling (minority) interest in consolidated subsidiaries		0
Total equity capital		152,713
Total liabilities and equity capital		1,364,335

We, the undersigned directors (trustees), attest to the correctness of the Reports of Condition and Income (including the supporting schedules) for this report date and declare that the Reports of Condition and Income have been examined by us and to the best of our knowledge and belief have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true and correct.

I, Jeremy Stringer, CFO

(Name, Title)

of the above named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Director #1

Director #2

Director #3

**DEPOSITORY BID AND
BANKING SERVICES PROPOSAL
FOR**



December 13, 2018
(Rebid – January 31, 2019)
(Rebid #2 – March 21, 2019)

PROPOSED BY



CITY OF HATTIESBURG

BID PROPOSAL FORM FOR THE SELECTION OF QUALIFIED DEPOSITORIES

**NAME OF
DEPOSITORY**

FIRST BANK

TERM OF BID:	Two (2) years; beginning fiscal year 2019 and ending fiscal year end 2020
RATE OPTION 1:	Fixed Rate for bid period @ 1.75%
RATE OPTION 2:	Variable Rate for bid period will be equal to the Federal Funds Target, minus 25-basis points. Current Federal Funds Target Rate is 2.25%

As security for the deposits of the **CITY OF HATTIESBURG**, the undersigned financial institution will use the Promontory ICS (Insured Cash Deposit) to provide full FDIC insurance for the entire amount on deposit.

If needed, First Bank shall pledge collateral as provided in Section 27-105-05 in an amount equal to 105% of the maximum sum to be placed on deposit at any one time exclusive of that portion of accounts insured by the Federal Deposit Insurance Corporation, as required by Section 27-105-315.

The undersigned financial institution offers the following services or materials at no charge to the depositor. Specify service charges (fees), if any:

Checks:	First order paid by bank; subsequent orders at bank's cost
Deposit Books:	First order paid by bank; subsequent orders at bank's cost
Monthly Service Charge:	NO CHARGE
Account Maintenance:	NO CHARGE
Deposits:	NO CHARGE
Deposited Items:	NO CHARGE
Checks Paid:	NO CHARGE
Electronic Transfers:	NO CHARGE
Returns Items:	NO CHARGE
Other/Additional Services:	
Direct Deposit of Payroll	NO CHARGE
Positive Pay	NO CHARGE
Remote Deposit Capture	NO CHARGE
Merchant Services	Credit/Debit Card Acceptance; fees passed to cardholder

The City of Hattiesburg reserves the right to reject any and all bids.

CITY OF HATTIESBURG

Public Depositories Requirements & Available Options

1. Depository must meet the qualifications outlined in Sections 37-7-333, 27-105-305 and 27-105-315 of the Mississippi Code of 1972, Annotated, as amended, as well as any and all other sections of the Mississippi Code relating to Depositories. (NOTE: The Mississippi Code may be accessed at the Secretary of State's website: <http://www.sos.state.ms.us>)

First Bank is a certified depository for the State of Mississippi. Please see included certificate at the end of proposal.

2. All depository accounts must be accessible to appointed and authorized CITY OF HATTIESBURG personnel on-line (i.e., via Internet) on a daily basis, if requested.

First Bank will make account data accessible to all authorized City of Hattiesburg personnel. However, agreements will need to be signed to provide this information to the City.

3. On-line access should include a daily account statement as well as access to all of the related detail transactions including, but not limited to, copies of cancelled/cleared checks, deposit slips/tickets, detail deposit items, third party checks rejected for insufficient funds (NSF checks) and return settlement information for rejected ACH transactions. Transaction detail for cancelled checks must include the check numbers.

First Bank can provide this information to online access users chosen by the City of Hattiesburg. Unfortunately, return information data is not currently compatible with our online platform. This applies to both paper and electronic returns. However, transaction detail does include check numbers, and sufficient data for electronic payments.

4. A "Positive Pay", or a similar disbursement verification process, is available & recommended.

First Bank can provide this service, should the City deem it necessary.

5. Appointed and authorized City of Hattiesburg personnel must have the ability to perform, at a minimum, cash transfers, payroll-related ACH transactions (i.e., direct deposits for employee wages), and stop-pay orders on-line.

First Bank can accommodate this request should the City require it. However, we will require ACH verification processes (dual control).

6. Credit / Debit card processing (Merchant Services) is available should the City determine it necessary during the bid period, or if the City is currently offering such method of payment. Conversion can be phased-in over a two-month period of time.

We can provide these services for a fee (which will be passed on to the individual cardholder), as City of Hattiesburg is currently accepting said method of payment. This is achieved by assessing a convenience fee at the point of sale, and thus, your cost will be paid by the cardholder, not the City. The equipment required is not leased from our provider; it is purchased. We will work with the City to assess the number of actual credit card terminals that will be needed upon being awarded this service. However, we think that the actual amount of new hardware that will be needed will be very limited.

7. The proposal should include a listing of the cost to replace, or provide, various items including, but not limited to, check stock, deposit slips, and bank bags.

Deposit Slips will be charged to City of Hattiesburg at cost to First Bank. If you desire our bank to provide check stock, then we will need to know exact specifications of your existing stock, and we will pass that charge onto you at cost, as well. Charges for bank bags, both locking and regular, will be supplied free of charge. First Bank will supply the initial order of both deposit tickets and checks.

8. The proposal must indicate the earnings rate for deposited funds.

First Bank is proposing two rate options: a fixed rate option for the bid period and a variable rate option. The rates offered during the bid period for City of Hattiesburg are as follows:

1) Fixed Rate Option: 2-Year Bid Rate Fixed @ 1.75%

2) Variable Rate Option: 2-Year Bid Rate Federal Funds Target Rate -0.25%

Federal Funds Target Rate as of 12/7/18 = 2.25%
Minus 25-Basis Points (0.25%) = -0.25%
Rate Paid to the City = 2.00%

**TRANSACTION AND RELATED FEES FOR
DEPOSITORY/DISBURSEMENT ACCOUNTS**
(Estimated Volumes for Illustrative Purposes)

Description	Monthly Volume	Unit Cost	Line Item Charge
Account Maintenance	31	\$ 15.00	\$ 465.00
Deposits/credits	500	\$ 0.25	\$ 125.00
Checks/debits	2500	\$ 0.15	\$ 375.00
Assessment Fee Per \$1000	75000	NO CHARGE	\$ -
Cash Deposit Verified Per \$100	50	NO CHARGE	\$ -
Items Deposited On-Us	50	\$ 0.05	\$ 2.50
Items Deposited Government	100	\$ 0.10	\$ 10.00
Items Deposited Local	3000	\$ 0.10	\$ 300.00
ACH Received Debit	1000	\$ 0.10	\$ 100.00
ACH Received Credit	1000	\$ 0.10	\$ 100.00
ACH Return Item Debit/credit	10	\$ 5.00	\$ 50.00
OLB - ACH Module Per Item	1000	\$ 0.10	\$ 100.00
OLB - Positive Pay - Primary Account	1	\$ 150.00	\$ 150.00
Positive Pay - Additional Accounts	9	\$ 50.00	\$ 450.00
OLB - Base	1	\$ 19.95	\$ 19.95
OLB - Stop Payment Module	1	\$ 35.00	\$ 35.00
OLB - ACH Module	1	\$ 25.00	\$ 25.00
OLB - Additional Accounts	26	\$ 5.00	\$ 100.00
RDC - Remote Deposit Capture	1.00	\$ 49.95	\$ 49.95 .
		Calculated TOTAL:	\$ 2,487.40 .

TOTAL CHARGE TO THE CITY

NO CHARGE

STATE OF MISSISSIPPI

Office of the State Treasurer



Having complied with all the requirements of law, and having placed approved securities with the State Treasurer of Mississippi First Bank is hereby appointed a

STATE DEPOSITORY

for a term of one year ending the ~~thirtieth~~ (30th) day of **November, 2019**, and is hereby authorized and empowered to receive and disburse, according to law, any and all State Funds, there offered for demand deposits and for investment in Time Certificates of Deposit or other authorized securities, but shall not have on deposit at any time an amount exceeding that authorized by Section 27-105-9, Mississippi Code (1972) as amended, or other applicable law or regulation unless otherwise ordered by the State Treasurer.

In witness whereof, the State Treasurer has ordered this Commission issued and has duly signed and affixed the Seal of the Office of the Treasurer of the State of Mississippi thereto on this the **first** day of **December, 2018**.

A handwritten signature in cursive script, appearing to read "Lynn Fitch".

Lynn Fitch

Treasurer of the State of Mississippi



Lynn Fitch
STATE TREASURER

To: Mississippi Public Fund Depositories

From: Paula Nielsen, CFA,
Chief Investment Officer

Date: January 26, 2018

Re: ICS Program

In recent weeks, the Office of the State Treasurer has received several inquiries about the ICS (Insured Cash Sweep) program, offered by Promontory Interfinancial Network (PIN). This memorandum is meant to provide guidance for the use of this program, as well as PIN's CDARS (Certificate of Deposit Account Registry Service) program, by public fund depositories under Mississippi statute.

Since 2007, local governmental entities and their depositories have been able to use programs like these for collateralizing public funds. In 2012, the Legislature amended the relevant statute, Miss. Code Ann. § 27-105-315, to authorize it only so long as the accounts utilized are "interest-bearing."

While CDARS is limited to Certificates of Deposit and therefore always meets this requirement, ICS utilizes money market accounts as well as demand deposit accounts, which may not be interest-bearing. Thus, the use of ICS is permitted under State law as long as your institution is utilizing the available interest-bearing accounts.

If you have any questions concerning ICS or CDARS, please contact me at 601-359-3536, Paula.Nielsen@treasury.ms.gov; or Donna Eargle at 601-359-2172, Donna.Eargle@treasury.ms.gov.



March 21, 2019

City of Hattiesburg
Kermas Eaton, City Clerk
P.O. Box 1898
Hattiesburg, MS 39403

Dear Mr. Eaton,

Pursuant to your request for bids to be submitted for the privilege of acting as your depository, the undersigned Hancock Whitney Bank, submits this, its bid therefore and application to be designated as depository for the accounts now with said Bank and any other accounts for which we may be designated depository.

We agree to furnish legal security for the faithful performance of such duties as depository as provided by statute in the sum required by the laws of the State of Mississippi, the securities pledged to be of proper type and amount as required by law.

We will clear all checks and warrants against sufficient funds on a par basis and all transfers of funds and receipts will be handled at par.

We agree to pay interest on the deposits when requested in accordance with Mississippi statutes and at rates of interest consistent with prevailing market conditions.

Hancock Whitney Bank would like to propose two (2) options:

- 1. Interest on the City's deposits will receive a fixed rate of interest of: 2.30%**
- 2. A variable rate equivalent to the current 28 day Treasury Bill rate plus/minus (+/-) 0 basis points.**

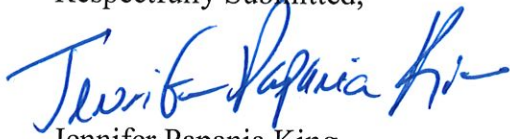
The variable rate would reflect the 28 day T-Bill rate as stated in the Wall Street Journal at the first of each month Plus/minus (+/-) 0 basis points.

Example: 28 day T-Bill rate of 2.43% plus/minus (+/-) 0 basis points = 2.43% for the month of March.

These deposit accounts will have no service charges on all services currently being utilized.

Hancock Whitney Bank is pleased to offer its treasury management services. With this internet product you will be able to perform and obtain info reporting, balance inquiries, stop payments, wire transfers, ACH transfers, payroll direct deposit, check imaging and electronic record storage via CD-ROM.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Jennifer Papania King", with a stylized flourish at the end.

Jennifer Papania King
Officer / Relationship Manager
Institutional Banking
228-563-5706

Magnolia Clipping Service

0622 HANCOCK BANK

(601) 856-0911

Report Created: 3/4/2019

Legals@MagnoliaClips.com

Hattiesburg, MS

Pine Belt News - 2/28/2019

NOTICE TO BIDDERS The Forrest County Board of Supervisors will receive sealed bids until 10:00 a.m., on Monday, March 18, 2019, for the purpose of borrowing a) an amount not to exceed Two Million Dollars (\$2,000,000) for the purposes of equipping and repairing County buildings and purchasing machinery and equipment, or, b) in the alternative, an amount not to exceed Four Million Dollars (\$4,000,000) for the foregoing purposes and for refunding existing indebtedness. Said funds shall be borrowed pursuant to the provisions of Mississippi Code Section 17-21-53 and shall be evidenced by a negotiable note. Said note shall mature and be paid in five (5) equal installments of principal and interest, with the first installment to be due and payable one (1) year from the date of issuance. The County reserves the right to pay the principal and accrued interest to date for the note at any time prior to maturity without prepayment penalty. The note shall be designated as "bank qualified" under Section 265(b)(3) of the Internal Revenue Code. For the prompt payment of said note when and as due, the full faith, credit and resources of Forrest County, Mississippi, are pledged. The Forrest County Board of Supervisors invites all persons and lending institutions interested in submitting sealed bids to do so, indicating the interest rate(s) to be charged for borrowing each of the alternative amounts stated above; provided, however, said interest rate(s) shall not exceed that authorized by Mississippi Code Section 75-17-101. All bids shall be addressed to the Forrest County Board of Supervisors, P.O. Box 1310, Hattiesburg, MS 39403, and shall be clearly marked on the outside of the envelope with the bidder's name and address and the following designation: BID FOR: Negotiable Note BID DATE: March 18, 2019 The Board of Supervisors may accept the lowest, best, and acceptable bid, except that the Board of Supervisors reserves the right to waive any informalities in the bidding and to reject any and all bids. PUBLISHED by order of the Board of Supervisors adopted on February 20, 2019. /s/David Hogan President, Board of Supervisors ATTEST: /s/Jimmy C. Havardi Chancery Clerk' Published Feb 28, 2019

Hattiesburg, MS

Pine Belt News - 2/28/2019

NOTICE TO BIDDERS PURSUANT to the provisions of Chapter 105, Article 3, Volume 9, and more Specifically, Section 27-105-301 through 27-105-371, Mississippi Code of 1972, as Annotated and Amended, NOTICE IS HEREBY GIVEN TO ALL FINANCIAL INSTITUTIONS, INSURED AS REQUIRED BY STATE STATUTE, in the City of Hattiesburg, Mississippi, that the Mayor and Council of the City of Hattiesburg, Mississippi, will receive sealed bids until 10:00 A.M., March 21, 2019, in the City Clerk's Office in City Hall, P.O. Box 1898 Hattiesburg, Mississippi, 39403, and will be opened and considered for the privilege of keeping funds of said City of Hattiesburg, or any part thereof, for a period of two (2) years, such bids to be submitted as provided by law and particularly as provided by Chapter 105, Article 3, Volume 9, of the Mississippi Code of 1972, as Annotated and Amended. Each BID must be received in a sealed envelope which is marked in the lower left hand corner EXACTLY as follows: BID: TWO (2) YEAR DEPOSITORIES OPENING 10:00 A.M. March 21, 2019 Each BID should also specify the kind(s) of securities to be given as security for funds Pursuant to State Statute. Published by Order of the Council on this the 8th day of January 2019. CITY OF HATTIESBURG, MISSISSIPPI BY: Kemas Eaton /s/ CITY CLERK Published Feb 28 and Mar 7, 2019

McComb, MS

Enterprise Journal - 3/2/2019

IN THE CHANCERY COURT OF PIKE COUNTY, MISSISSIPPI IN RE: VALIDATION OF NOT TO EXCEED \$1,500,000 CITY OF MCCOMB, MISSISSIPPI GENERAL OBLIGATION BONDS, SERIES 2019 (the "bonds") NO: 19-CV-101-WS NOTICE TO TAXPAYERS TO: THE CITIZENS OF THE CITY OF MCCOMB, MISSISSIPPI You are hereby notified that the matter of the validation of the above described obligations will be heard on the 8th day of March, 2019, at 9 o'clock a.m., in the Chancery Court of Pike County, Mississippi, at the Pike County Courthouse in the City of Magnolia, Mississippi, at or before which time and date written objections to the validation of the issuance of said obligations, if any, must be filed. By order of the Chancellor,

STATE OF MISSISSIPPI

Office of the State Treasurer



Having complied with all the requirements of law, and having placed approved securities with the State Treasurer of Mississippi, Hancock Whitney Bank is hereby appointed a

STATE DEPOSITORY

for a term of one year ending the **thirtieth (30th) day of November, 2019**, and is hereby authorized and empowered to receive and disburse, according to law, any and all State Funds, there offered for demand deposits and for investment in Time Certificates of Deposit or other authorized securities, but shall not have on deposit at any time an amount exceeding that authorized by Section 27-105-9, Mississippi Code (1972) as amended, or other applicable law or regulation unless otherwise ordered by the State Treasurer.

In witness whereof, the State Treasurer has ordered this Commission issued and has duly signed and affixed the Seal of the Office of the Treasurer of the State of Mississippi thereto on this the **first day of December, 2018**.

A handwritten signature in cursive script, reading 'Lynn Fitch', written over a horizontal line.

Lynn Fitch

Treasurer of the State of Mississippi

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



Depository Services Proposal

Submitted by



March 21, 2019

John Griffith
Senior Vice President
Commercial Banking
202 South 40th Ave.
Hattiesburg, MS 39402
601 / 261-1423

john.griffith@regions.com

Jim Wild
Senior Vice President
Commercial Banking
202 South 40th Ave.
Hattiesburg, MS 39402
601 / 268-5410

jim.wild@regions.com

Greg Garraway
Executive Vice President
South MS Area President
202 South 40th Ave.
Hattiesburg, MS 39402
601 / 261-4394

greg.garraway@regions.com

John Fraiser
Senior Vice President
Treasury Management
1020 Highland Colony Pkwy
Ridgeland, MS 39157
601 / 790-8113

johnfraiser@regions.com

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Executive Summary

On behalf of Regions Bank, thank you for the opportunity to submit the following proposal in response to City of Hattiesburg's Request for Proposal - Depository Services. We have read the provided documents, Mississippi Code of 1972 and will comply with the laws of the State of Mississippi.

Regions provides a complete line of products and services to the public-sector client base. This client base is defined as governmental entities, large non-profit entities, healthcare, and higher education. We have an in-depth knowledge of public policy issues and legislation. Regions understands the fiduciary responsibility in the management of your financial resources.

We have a multi-functional relationship team of bankers to service your financial needs. Investment management, trust services, cash management, investment banking and information systems are combined for greater efficiencies in meeting our clients' needs.

Regions is committed to providing quality service to our governmental agencies and currently has a significant portfolio of governmental clients.

Key Areas of the RFP

- (1) Online Banking**
- (2) Wire Transfer and ACH Services**
- (3) Customer Service and Support**
- (4) About Regions Bank**
- (5) Pricing**
- (6) Additional Services**

Proposed Solutions and Benefits

Regions is positioned to exceed City of Hattiesburg's expectations in each service area noted above.

We have provided details on each of the key areas listed above in our response to your proposal request. While we can certainly deliver the minimal services required by the City of Hattiesburg, Regions has so much more to offer its commercial, government and corporate clients. Along with providing details on the services required, we are including information on additional products and services, which could benefit the City of Hattiesburg by streamlining operations and possibly improving your cash flow.

It is important to note that Regions is offering four (4) options:

Option 1: Interest Bearing Account with **fixed rate** of 2.25%

Option 2: Interest Bearing Account with **floating rate** of Fed Funds - .25% (Currently 2.25%)

Option 3: Net Interest Checking Account with **fixed rate** of 2.25% with an Earnings Credit Rate of 1.75% fixed

Option 4: Net Interest Checking Account with **floating rate** of Fed Funds - .25% (Currently 2.25%) and with a floating Earnings Credit Rate of Fed Funds - .75% (Currently 1.75%)

If offsetting fees with balances is desirable, our Net Interest Checking account would be an attractive solution. Net Interest Checking is specially designed for public funds clients with high balances and large transaction volumes. It enables clients to offset fees with balances and offers the **potential** to earn interest on excess (net free) balances. Any non-interest-bearing accounts will qualify for earnings credit @ 1.75% to help offset fees. Any combination of interest bearing and non-interest-bearing accounts, may be utilized by the City of Hattiesburg.

Regions Bank has over \$6.9 billion in deposits and 117 branches in the State with the #2 market share among banks in the state of Mississippi. Contained in this proposal is information about Regions Bank, our history, rankings, and financial strength. Regions Bank is a member of the Mississippi Public Funds Guaranty Pool and will provide for the collateral requirements in accordance with state laws. Regions Bank has achieved status as an approved State Depository and documentation of the approval is attached along with verification of our member status for the Mississippi Public Funds Guaranty Pool.

The relationship team for the City of Hattiesburg represents many years of experience and knowledge. Regions' executive management team for South Mississippi is based in Hattiesburg with Greg Garraway and John Griffith representing more than fifty-five years of experience, collectively. Jim Wild will serve as the overall Relationship Manager and John Fraiser will serve as the primary contact for all treasury management needs. Additional support and service when necessary, will be provided by other commercial and treasury management team members.

Minimum Services Required

Online Banking

Regions Bank has offered online banking and information reporting to its clients for over 30 years.

iTreasury, Regions online banking system, is available through Regions OnePassSM, a single, secure logon portal to access commercial online services. Access to Regions OnePassSM is available through any computer with Internet access. OnePassSM consolidates the login authentication process eliminating the need to manage multiple sets of user credentials. The portal also provides enhanced security against unauthorized access with Regions Out-of-Band Authentication (ROOBA).

Regions' iTreasury suite of services is available for the City to meet your daily on-line banking and information reporting needs. iTreasury provides an electronic window to your bank accounts through any computer with access to the Internet, and gives you the tools required to manage your accounts from one point of control.

iTreasury is designed to give you an easier, more powerful way to manage your business with notable features and capabilities, including:

- Streamlined design and navigation
- Convenient mobile app
- Customizable dashboard
- Report customization
- Single screen payment management
- Quick entry payment templates

You can use iTreasury to:

- Customize any workspace to fit any user's needs
- Access real time account balances and activity
- Review all previous and current day transactions with extended transaction detail
- Conduct any activity needed via a mobile device through a web browser or using the mobile app
- View loan balances, statements and make payments
- Schedule payments from a template, including ACH and Wire
- Manage beneficiaries through the Contact Center
- Use Quick Entry to initiate multiple payments
- Review intraday cash position
- Initiate ACH transactions with a variety of ACH modules
- Initiate domestic and international (FX real time rates and USD) wires
- Create and generate unique cash management reports
- Initiate internal account transfers real time
- Initiate stop payments real-time
- Import positive pay files of issues/voids and review/decision exception items

- Enter manual issues/voids for positive pay if needed
- View paid check images
- View deposit ticket and deposited item images
- Export data (comma delimited, fixed format or BAI2)
- Export data utilizing Quicken or QuickBooks
- View and download a variety of statements and special reports such as bank statements, analysis statements, credit card statements, returned ACH and deposited item reports via PDF or txt format

Customized reports may be created from the Account Summary tool and saved for quick access, as well as shared with additional users in the organization. Reports can be run across any accounts and any transaction type to meet the user's needs. These reports are available via PDF to print as well as export via csv.

Online Banking System Security:

The iTreasury (online information reporting system) security controls are as follows:

- Utilizes 128-bit Secure Socket Layer (SSL) strong encryption for the highest level of data encryption, message integrity and server authentication.
- Provides strong multi-factor authentication at login and at monetary release utilizing the OnePass.
- Employs intrusion detection software to assist with the security and protection of the application.

The Regions OnePassSM commercial online services gateway will provide a single, secure logon portal to access all commercial online services.

iTreasury Retention Periods:

Function	Search History	Retention Period
Check Inquiry	500 items (multi-day search) all items (single day)	400 days
Image Search	92 days (at a time)	7 years
Information Reporting	180 days (at a time)	480 days
Payments	180 days (at a time)	480 days
Scheduled Transfers	180 days (at a time)	480 days
Wire Transaction Report	180 days (at a time)	480 days
File Import History	N/A	7 days
BAI Exports	N/A	5 days

Positive Pay Decision History	N/A	365 days
Special Reports	N/A	365 days
Statements	90 days (at a time)	7 years

iTreasury Features are included as an attachment.

Wire Transfers

Regions Bank will process all incoming and outgoing wire transfers for the City.

The Bank's iTreasury Wire Transfer service can provide City of Hattiesburg with the most immediate, reliable and secure funds transfer solution available. Using a standard web browser, City of Hattiesburg can access this Internet based Wire Transfer service from virtually anywhere in the world. Because wire transfers are often high-dollar, time-sensitive transactions, Regions provides you with an experienced, proven support staff with the most up-to-date technology and system capabilities. These resources are dedicated to ensuring timely and accurate delivery of all your wire transfers.

Using iTreasury Wire, you can:

- Initiate Repetitive and Non-Repetitive wire transfers
- Originate domestic and international wire transfers
- Designate individuals to initiate, approve and release a wire
- Use the Wire Activity report to see summary or detailed information for incoming outgoing wire transfers
- View the status of your outgoing wire transfers
- Wire Transfer requests are processed in real-time

The Bank's iTreasury Wire Transfer service provides the City of Hattiesburg with safe and secure processing, and supports a full range of Federal Reserve wires, internal transfers, and special reporting capabilities.

Security: iTreasury Wire Transfer services provides City of Hattiesburg with the highest standards of security available by establishing security codes and procedures tailored to City of Hattiesburg's specific wire transfer needs and volumes. The on-line wire system requires logon credentials (Customer ID, User ID and Password), along with strong multi-factor authentication at login and at monetary release utilizing OnePass. Regions Bank also provides a full range of repetitive and non-repetitive transfer templates that can be assigned to specific personnel.

- **Initiation:** Only those individuals who are authorized to initiate a wire will be allowed to do so. This is controlled by presented limited options based upon the setup requests you provide to Regions. Once a wire is initiated, you can request that separate individuals be used to approve and/or release the wires. iTreasury wires can be set up to require as many as 3 approvals before an outgoing wire is initiated through the on-line system.

- **Reporting Capabilities:** iTreasury Wire reporting provides real-time reporting to you via the wire activity report, wire history and current day reporting.

The deadline for outgoing wire initiation via telephone and the Bank's on-line banking system, iTreasury, is 4:00PM CST. Incoming Domestic Wires received by 5:00PM CST will be credited to City of Hattiesburg's account on the same day. All wire activity is reported on the Bank's on-line banking system, iTreasury, through the wire activity report.

ACH (Automated Clearing House) Services

Regions Bank will provide the necessary ACH services to the City allowing for the transfer of funds and to accept and/or debit funds from bank accounts owned by other individuals or organizations.

Regions offers the following origination options:

- Internet-based system input and transmission – iTreasury
- Direct transmission of a NACHA, ANSI X12 or proprietary file
- Third Party Processor such as Ceridian or ADP

Regions' clients use the following products and services to originate ACH transactions:

- Internet-based system input and transmission = (93.7%)
- Direct transmission = (4.1%)
- Third Party Processor = (2.0%)

iTreasury ACH Services

Regions Bank offers initiation and monitoring of ACH transactions through direct transmission, and the payments module of iTreasury. Regions accepts all NACHA formatted transactions for a number of applications including direct deposit of payroll, cash concentration, internal transfers, vendor payments, consumer collections, and state/federal tax payments. ACH files should be transmitted to the Bank no later than 8:00 PM CST and at least one business day prior to the effective date. Regions Bank strongly recommends that all ACH files be delivered to the bank two business days prior to the effective date. Regions can also warehouse transactions for up to thirty days.

iTreasury ACH

The iTreasury suite of services enables the City to initiate ACH transactions with a variety of options through the Payments module of iTreasury whenever and wherever by leveraging the ease of access provided by the Internet. Regions iTreasury service provides many significant and measurable benefits to the City's Treasury Management activity, including:

- Initiate direct deposit, consumer debits and credits, cash concentration and disbursement or even vendor payments in easy to use ACH screens pre-defined for that specific application.
- Data import simplifies ACH origination.
- Security features to ensure appropriate entry, review, and release of ACH and wire transactions.
- Leverages the convenience and efficiency of the Internet in accessing cash management activity with no software installation.

- Gives peace of mind in using the Internet by providing state-of-the-art security capabilities.
- Provides experienced professionals to assist with the iTreasury Internet Banking Service.
- Allows you to transmit ACH files to Regions, whether they are in a valid or non-valid NACHA format.

Account Statements

The **monthly bank statements** for accounts are generated on the last day of the month and mailed within 5 business days. In addition, the bank statement is available on-line via iTreasury the following business day after the statement cut-off.

Statement content includes a summary of Beginning and Ending balances for the month along with detailed Deposit, Credit, and Withdrawal information. Included in the detailed information is a transaction type with description, date, and amount. In addition, a Daily Balance Summary is included providing end of day balances by business day.

Separate statements will be provided for each account.

A sample statement is included as an attachment.

Account Analysis statements are produced on the 7th calendar day of the month, or the preceding Friday, if the 7th falls on a weekend or holiday. The paper statement is mailed, on request, the following business day. In addition, Account Analysis statements are currently available through EDI 822 transmission and iTreasury.

Analysis statements and Online Statement Monthly Reports are available via iTreasury, 90 days at a time with a 7-year retention period.

A sample account analysis statement is included as an attachment.

Customer Service and Support

At Regions, we take a team approach to relationship management. A primary relationship manager will be assigned to your accounts. The relationship manager and his assistant will work with other partners to ensure that the proper product set for optimum efficiency is in place for your company or agency. Those other partners may include, the Treasury Management Officer, Regions Trust Officer, Regions Merchant Services, and Global Trade Finance to name a few.

Additionally, our Relationship Managers have a systemized process called CashCOR for engaging our clients and prospects in a disciplined discussion of their cash operating cycle in order to make recommendations for overall improvement of City of Hattiesburg's operations, banking and cash management, and products and services utilized.

Regions also has a group dedicated to meeting the needs of public, institutional, and nonprofit agencies. Regions Government and Institutional Banking, commonly referred to as "GIB", is housed within our Business Services division under Commercial banking. GIB relationship teams specialize in understanding the unique financial needs of the following types of entities:

- educational institutions
- nonprofit organizations
- state, county, and local governments

Some distinctive characteristics of GIB clients include:

- heavy use of deposit and treasury management services
- relative insulation from the economic/credit cycle
- unique credit underwriting considerations, fund accounting GAAP, and special applications of the tax code and tax-exempt bond market products

Support and Implementation of Services:

Your Relationship Manager and Treasury Management Services Officer will manage the implementation process and will provide all necessary training, support, and technical assistance throughout the term of the contract. As well, they will keep you abreast of new products and services and any enhancements to your existing products and services. We also have teams dedicated to certain functions with regard to training and implementation who will also work with the City of Hattiesburg during the process.

Client Technical Services is a dedicated team within the Client Services area. This team of representatives is assigned to assist clients with questions related to the iTreasury internet banking platform. This group is engaged, if the Client Services representatives are unable to resolve an issue related to iTreasury. The technical support group is available 8:00 a.m. to 6:00 p.m. CST, Monday through Friday.

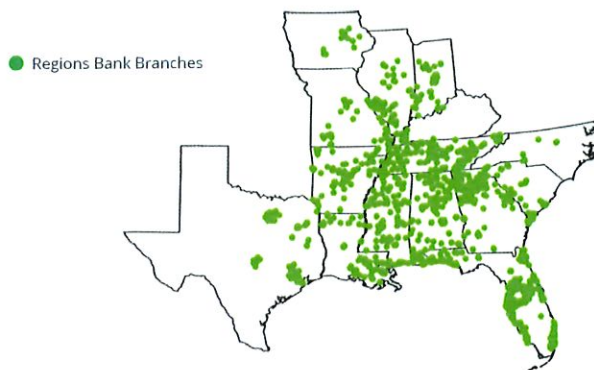
Additional Information regarding Regions Bank

Qualifications, Financial Highlights, and Commitment to Customer Service

Regions Bank Qualifications

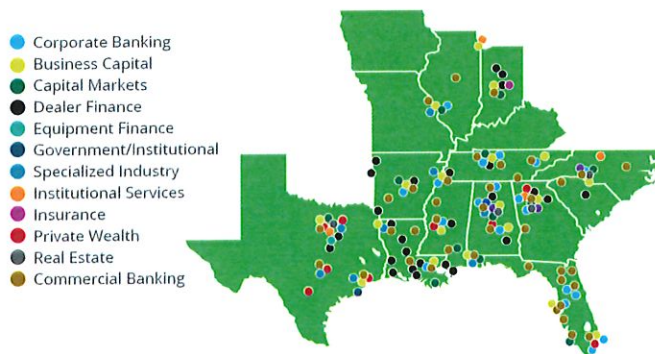
- Headquarters: Birmingham, Alabama
- Among the largest U.S. financial services providers
- Approximately \$125 billion in assets
- \$98 billion in deposits
- More than 20,000 employees
- 15-state footprint
- Strong corporate banking presence, including:
 - Syndications
 - Treasury Services
 - Leasing
 - Wealth Management
- Included in the S&P 500 and Forbes "Platinum" 400

Our Service Area OUR BRANCH LOCATIONS



80%
of Total Deposits
are in Our Core States
(AL, MS, TN, LA, AR, FL)

LINE OF BUSINESS COVERAGE



Ranked
16th
Nationally in
Total Deposits

Regions Financial Corporation serves customers in 15 states. Over 20,000 employees serve clients from nearly 1,500 banking offices and 1,900 ATM machines.



REGIONS FINANCIAL CORPORATION

Company Profile

Regions Financial Corporation (NYSE: RF), with \$125 billion in assets, is a member of the S&P 500 Index and is one of the nation's largest full-service providers of consumer and commercial banking, wealth management, mortgage, and insurance products and services. Regions serves customers across the South, Midwest, and Texas, and through its subsidiary, Regions Bank, operates approximately 1,500 banking offices and 1,900 ATMs. Additional information about Regions and its full line of products and services can be found at www.regions.com.

History

Regions Financial Corporation was formed in 1971 as First Alabama Bancshares Inc., Alabama's first multibank holding company. With the combination of three well-respected banks, the holding company began operations with a total of \$543 million in assets and 40 banking locations in Birmingham, Huntsville and Montgomery.

In 2004, Regions became a regional force in the financial services industry when it merged with Memphis, Tenn.-based Union Planters. This allowed Regions to expand its footprint in the South, Midwest and Texas, becoming one of the top banks in the nation. In 2006, Regions merged with AmSouth, another significant Birmingham-based bank.

On July 2, 2018, the Regions Board of Directors named John Turner President and CEO of Regions Financial Corp. and Regions Bank. Charles D. McCrary is independent Chair of the Board. Regions' nearly 22,000 associates are committed to making life better for our customers and communities. Together, Regions associates are showing customers it's time to expect more with their banking and financial needs.

Retail and Commercial Banking

Regions Bank is a full-service institution with a full range of financial products and services in the areas of wealth management, mortgage banking, and insurance, in addition to traditional banking products and services. The bank operates in approximately 1,500 offices and a 1,900-ATM across Alabama, Arkansas, Florida, Georgia, Illinois, Indiana, Iowa, Louisiana, Mississippi, Missouri, North Carolina, South Carolina, Tennessee, and Texas.

Commercial banking at Regions has expanded to mean not only increased lending capacity and a responsive credit approval process, but enhanced treasury management and international products, as well. Regions offers its commercial banking customers a full range of capital markets and investment banking products and services, as well as permanent loan placements, public finance, corporate finance and merger and acquisition products and services, and risk management products such as interest rate derivatives.

Mortgage

Regions Mortgage is one of the nation's top residential mortgage loan originators and servicers. The balanced, focused mortgage business offers a full array of residential mortgage products and services through its retail and correspondent lending channels and a warehouse lending banker/broker, Regions Funding.

Facts about Regions

- Regions, which trades on the New York Stock Exchange under ticker symbol RF, ranks on the Fortune 500 listing of America's largest companies.
- Regions is a member of the Identity Theft Assistance Corp., a non-profit consortium of financial institutions piloting an Identity Theft Assistance Center (ITAC) that helps fight identity theft and assists consumers who have been affected by the crime.
- Regions is a member of the S&P 500 Index.
- Recognized by the advisory firm Reputation Institute and the *American Banker* magazine as having the best overall reputation among U.S. banks in 2016.

Regions Bank National Ranking

Banks Ranked by Total Assets

The following is a ranking of all banks in the United States in terms of "Total Assets". This comparison is based on data reported on June 30, 2018.

Rank	Total Assets	Bank Name
1	\$2,167,700,000	JPMorgan Chase Bank
2	\$1,759,530,000	Bank of America
3	\$1,675,077,000	Wells Fargo Bank
4	\$1,397,794,000	Citibank
5	\$453,023,045	U.S. Bank
6	\$368,950,936	PNC Bank
7	\$291,742,134	TD Bank
8	\$289,992,852	Capital One
9	\$276,822,000	The Bank of New York Mellon
10	\$245,244,124	State Street Bank and Trust Company
11	\$216,499,000	Branch Banking and Trust Company
12	\$207,848,000	Charles Schwab Bank
13	\$202,064,278	SunTrust Bank
14	\$178,623,995	HSBC Bank USA
15	\$177,468,000	Goldman Sachs Bank USA
16	\$146,896,000	Ally Bank
17	\$138,847,391	Fifth Third Bank
18	\$138,844,000	Morgan Stanley Bank
19	\$135,862,871	KeyBank
20	\$134,656,952	The Northern Trust Company
21	\$129,380,501	Chase Bank USA
22	\$123,921,051	Citizens Bank
23	\$123,787,395	MUFG Union Bank
24	\$123,635,085	Regions Bank
25	\$117,913,671	Manufacturers and Traders Trust Company
26	\$117,379,879	Capital One Bank (USA)
27	\$114,176,192	American Express National Bank
28	\$113,232,773	BMO Harris Bank
29	\$105,292,183	The Huntington National Bank
30	\$101,260,510	Discover Bank

Regions Bank Commitment to Excellence and Quality Service

Commercial banking at Regions has expanded to mean not only increased lending capacity and a responsive credit approval process, but enhanced treasury management and international products, as well. Regions offers its commercial banking customers a full range of capital markets and investment banking products and services, as well as permanent loan placements, public finance, corporate finance and merger and acquisition products and services, and risk management products such as interest rate derivatives.

Regions Bank has the expertise and resources required by the *City of Hattiesburg*. Our associates aligned with the *City of Hattiesburg* relationship are leaders in the industry and many carry distinguished certifications as Certified Treasury Professional, Accredited ACH Professional, as well as participate in continuing education and help lead industry developments.

Quality Management is a critical aspect in Regions' service to our clients. For each major service area, Service Level Agreements (SLAs) are established and then monitored to maintain high levels of performance. Regions also conducts partnership reviews with key stakeholders for these processes on an ongoing basis. As variations in performance against expected results are identified, root cause analysis is performed to determine opportunities to improve results and reduce the variability of errors. Any systemic issues are monitored for resolution by the Root Cause Roundtable, a sub-committee of Regions enterprise wide Customer Experience Forum. This monthly executive committee is responsible for overall Customer Excellence, monitors trends and ensures overall corporate support is provided if incremental resources are required.

Treasury Management relies extensively on Voice of the Customer feedback which is collected by our Client Services teams, where direct customer issues are identified and escalated for immediate remediation. This data is continuously reviewed for trends and opportunities for improvement.

Additionally, Regions subscribes to several independent survey processes to collect customer feedback on quality performance and to benchmark with major competitors ensuring that products and service delivery remain competitive and meet customer needs.

Greenwich Associates has recognized Regions' commitment to quality service in Commercial and Corporate Banking. Greenwich conducted interviews with nearly 25,000 executives across the country to identify banks performing at a statistically differentiated level.

Greenwich Associates has awarded Regions with twenty-two (22) Excellence Awards for 2017, five in Small Business Banking (\$1MM - \$10MM) and seventeen in Middle Market Banking (\$10MM - \$500MM). This recognition is directly tied to our associates and their focus on creating a truly differentiated experience for our clients and meeting their needs through Regions360.

Greenwich Excellence Awards Categories:

Five Small Business (\$1MM - \$10MM) award categories:

- Cash Management – Customer Service
- Cash Management – Ease of Product Implementation



- Cash Management – Overall Satisfaction
- Credit Process
- Likelihood to Recommend / Net Promoter Score

Seventeen Middle Market (\$10MM - \$500MM) award categories:

- Cash Management – Accuracy of Operations
- Cash Management – Customer Service
- Cash Management – Ease of Product Implementation
- Cash Management – Mobile Banking Functionality
- Cash Management – Online Banking Functionality
- Cash Management – Overall Satisfaction
- Cash Management – Overall Satisfaction (South Region)
- Cash Management – Overall Satisfaction with CM Specialist
- Cash Management – Product Capabilities
- Industry Expertise
- Likelihood to Recommend / Net Promoter Score
- Likelihood to Recommend / Net Promoter Score (South Region)
- Overall Satisfaction
- Overall Satisfaction (South Region)
- Overall Satisfaction with Relationship Manager
- Proactively Provides Advice
- Proactively Provides Advice (South Region)

Results from continuing operations unless otherwise noted

Balance Sheet (\$000)	12/31/17	12/31/16
Total Loans, Gross	\$79,947,000	\$80,095,000
Less: Allowance for Loan & Lease Losses	(934,000)	(1,091,000)
Total Loans, Net	79,013,000	79,004,000
Intangible Assets	5,103,000	5,125,000
Total Assets	124,294,000	125,968,000
Total Deposits	96,889,000	99,035,000
Total Borrowings	8,632,000	7,763,000
Total Equity	16,192,000	16,664,000
Total Shares Outstanding	1,186,000,000	1,288,000,000

Income Statement (\$000)	12/31/17	12/31/16
Net Interest Income	3,540,000	3,398,000
Provision for Loan Losses	150,000	262,000
Net Interest Income after Provision	3,390,000	3,136,000
Total Noninterest Income	2,105,000	2,153,000
Total Noninterest Expense	3,624,000	3,617,000
Income Before Taxes	1,871,000	1,672,000
Provision for Income Taxes	614,000	514,000
Income from Continuing Operations	1,193,000	1,094,000
Income from Discontinued Operations	6,000	5,000
Net Income	1,263,000	1,163,000

Per Share Items (\$)	12/31/17	12/31/16
Dividends per Share-Common Stock	\$ 0.315	0.255
EPS from Continuing Operations - Basic	1.01	0.87
EPS from Continuing Operations - Diluted	1.00	0.87
EPS As Reported - Basic	1.01	0.87
EPS As Reported - Diluted	1.00	0.87
Book Value/Share - As Reported	13.55	13.04

Profitability Ratios (%)	12/31/17	12/31/16
Return on Assets - As Reported	0.96	0.87
Return on Equity - As Reported	11.01	9.69
Net Interest Margin - As Reported	3.32	3.13
Efficiency Ratio	62.16	63.28

Capital Adequacy Ratios (%)	12/31/17	12/31/16
Tier 1 Capital Ratio (%)	11.86	11.98
Total Capital Ratio (%)	13.78	14.15
Leverage Ratio (%)	10.01	10.20
Tangible Equity/Tangible Assets	8.71	8.99

As of October 31, 2018

	S&P	Moody's	Fitch	DBRS
Regions Financial Corporation				
Senior notes	BBB+	Baa2	BBB+	A (low)
Subordinated notes	BBB	Baa2	BBB	BBB (high)
Regions Bank				
Short-term debt	A-2	P-1	F2	R-1 (low)
Long-term bank deposits	N/A	A2	A-	A
Long-term rating	A-	A2	BBB+	N/A
Senior unsecured debt	A-	Baa2	BBB+	A
Subordinated debt	BBB+	Baa2	BBB	A (low)
Outlook	Stable	Stable	Stable	Stable

N/A – Not applicable.

As of December 31, 2017

	S&P	Moody's	Fitch	DBRS
Regions Financial Corporation				
Senior notes	BBB+	Baa2	BBB+	BBB (high)
Subordinated notes	BBB	Baa2	BBB	BBB
Regions Bank				
Short-term debt	A-2	P-1	F2	R-1 (low)
Long-term bank deposits	N/A	A2	A-	AL
Long-term rating	A-	A2	BBB+	N/A
Senior unsecured debt	A-	Baa2	BBB+	A (low)
Subordinated debt	BBB+	Baa2	BBB	BBB (high)
Outlook	Stable	Stable	Stable	Positive

N/A – Not applicable.

In general, ratings agencies base their ratings on many quantitative and qualitative factors, including capital adequacy, liquidity, asset quality, business mix, probability of government support, and level and quality of earnings. Any downgrade in credit ratings by one or more ratings agencies may impact Regions in several ways, including, but not limited to, Regions' access to the capital markets or short-term funding, borrowing cost and capacity, collateral requirements, and acceptability of its letters of credit, thereby potentially adversely impacting Regions' financial condition and liquidity. See the "Risk Factors" section in the Annual Report on Form 10-K for the year ended December 31, 2017 for more information.

A security rating is not a recommendation to buy, sell or hold securities, and the ratings are subject to revision or withdrawal at any time by the assigning rating agency. Each rating should be evaluated independently of any other rating.

Financial information at www.regions.com

Available Information

Regions maintains a website at www.regions.com. We make available on our website free of charge, our annual reports on Form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K, and amendments to those reports that are filed with or furnished to the SEC pursuant to Section 13(a) of the Securities Exchange Act of 1934. These documents are made available on our website as soon as reasonably practicable after they are electronically filed with or furnished to the SEC. Also available on the website are our (i) Corporate Governance Principles, (ii) Code of Business Conduct and Ethics, (iii) Code of Ethics for Senior Financial Officers and (iv) Fair Disclosure Policy Summary, and (v) the charters of its Nominating and Corporate Governance Committee, Audit Committee, Compensation Committee and Risk Committee.

You may also request a copy of any of these documents, at no cost, by writing or telephoning Regions at the following address:

ATTENTION: Investor Relations
Regions Financial Corporation
1900 Fifth Avenue North
Birmingham, Alabama 35203
(205) 581-7890

Regions website: www.regions.com

2017 Annual Report - Interactive

<http://www.corporatereport.com/Regions2017AnnualReview/>

2017 SEC Filing:

https://otp.tools.investis.com/clients/us/regions_financial_corporation/SEC/sec-show.aspx?Type=html&FilingId=12578801&CIK=0001281761&Index=10000

The Regions Bank Team



Regions Bank Basic Values of Banking are the principles we live by daily. They include:

- **Put People First**
- **Do What Is Right**
- **Focus On Your Customer**
- **Reach Higher**
- **Enjoy Life**

We take these values seriously, and the Regions Relationship Team will go out of its way to exceed your needs.

Your primary contact for customer service and problem resolution is your Relationship Manager. If your Relationship Manager or their assistant is unable to respond to your inquiry, they will contact the Client Services department.

Bank Contacts:

Primary Contact and Relationship Manager: Jim Wild

Relationship Banking Assistant: Lisa Brown

Treasury Management Officer: John Fraiser

Treasury Management Assistant: Tandi Pevey

Regions Bank's Client Services is also available for your daily needs. Our Client Services department is dedicated exclusively to our commercial and treasury management clients. Client Services assigns a team of specialists to respond to all inquiries regardless of the product. This research team is dedicated to your inquiries, ensuring a quick and knowledgeable response to your day-to-day service needs. The department observes Regions' bank-wide "sun down" policy of responding to all customer inquiries during the same business day. Regions' average resolution time is less than 24 hours. Regions provides the toll-free number below for customer service and assistance. The customer service representatives are available 7:00 a.m. to 6:00 p.m. CST. We also accept fax and email inquiries.

Treasury Management Customer Service:

Phone: 800-787-3905

Fax No: 205-581-7028

Email: clientservicesgroup@regions.com

Contact Information for Regions Bank Team Members:

Commercial Banking:

Jim Wild
Senior Vice President
Commercial Relationship Manager
Regions Bank
202 S 40th Avenue
Hattiesburg, MS 39402

(Phone): 601.268.5413 (Fax): 601.261.4353
(Email) jim.wild@regions.com

Lisa Brown
Commercial Relationship Assistant
Commercial Banking South MS
Regions Bank
202 S 40th Avenue
Hattiesburg, MS 39402

(Phone): 601.268.5413 (Fax): 601.261.4353
(Email) lisa.brown@regions.com

Treasury Management:

John Fraiser
Senior Vice President
Treasury Management Officer
Regions Bank
1020 Highland Colony Pkwy
Ridgeland, MS 39157

(Phone): 601.790.8113 (Fax): 601.607.6931
(Email) john.fraiser@regions.com

Tandi Pevey
Assistant Vice President
Treasury Management Analyst
Regions Bank
1020 Highland Colony Pkwy
Ridgeland, MS 39157

(Phone): 601.790.8395 (Fax): 601.607.6931

(Email) tandi.pevey@regions.com

Within the Hattiesburg Metro Area, Regions has six branch locations:

- Arbor Branch – 4800 Hardy Street, Hattiesburg, MS
- Front Street Branch – 130 West Front Street, Hattiesburg, MS
- Hattiesburg Main Branch – 202 South 40th Avenue, Hattiesburg, MS
- Petal Main Branch – 120 South Main Street, Petal, MS
- Turtle Creek Mall Branch – 1000 Turtle Creek Drive, Hattiesburg, MS
- West Broadway Branch - 1491 Broadway Drive, Hattiesburg, MS

Proposal Pricing

<u>Service Description</u>	<u>Price</u>
Monthly Account Maintenance Fee	\$ 8.00
Electronic Debits	.09
Electronic Credits	.09
Deposits – Credits	.25
Items Deposited - On Us	.05
Items Deposited - Transit	.06
Return Item Deposited	5.00
Stop Payment Online	10.00
Checks Paid - Debits	.07
Branch Cash Deposit per \$100 (No charge for first \$5,000)	.09
Incoming Wire Transfer	7.00
ACH per Debit Transaction	.05
ACH per Credit Transaction	.05
ACH Return	1.50
ACH Notification of Change	1.00
iTreasury Previous Day Monthly Maintenance (includes 5 accounts)	30.00
iTreasury Previous Day - Per Additional Account	3.00
iTreasury per User Fee (\$30.00 maximum charge)	2.00
iTreasury Information Reporting per Item	.02
iTreasury ACH Module Monthly Maintenance	30.00
iTreasury ACH per Batch	1.00
iTreasury Stop Payment Monthly Maintenance (includes 5 accounts)	15.00
iTreasury Stop Payment – Per Additional Account	3.00
iTreasury Wire Transfer Module Monthly Maintenance	30.00
iTreasury Outgoing Domestic Wire	9.00

Rates

Interest Bearing Accounts:

- | | |
|---|-------------------|
| 1) Fixed Interest Rate | 2.25% |
| 2) Floating Interest Rate (Fed Funds Target minus .25%) | 2.25% (currently) |

Net Interest Checking Accounts:

- | | |
|--|-------------------|
| 3) Fixed Interest Rate | 2.25% |
| Earnings Credit Rate (Fixed) | 1.75% |
| 4) Variable Interest Rate (Fed Funds Target minus .25%) | 2.25% (currently) |
| Earnings Credit Rate (Floating at Fed Funds Target minus .75%) | 1.75% (currently) |

DISCLAIMER

EXCEPT AS TO THE PRICING AND FEES QUOTED HEREIN, THIS PROPOSAL DOES NOT CONSTITUTE A CONTRACTUAL OFFER OR ACCEPTANCE OF AN OFFER. NO BINDING CONTRACT FOR THE USE OR PROVISION OF THE PRODUCTS AND SERVICES DESCRIBED IN THIS PROPOSAL WILL EXIST UNTIL THE PARTIES HAVE ENTERED INTO FINAL DEFINITIVE AGREEMENTS AS TO SUCH PRODUCTS AND SERVICES BY AND THROUGH THEIR RESPECTIVE DULY AUTHORIZED REPRESENTATIVES. ALL PRODUCTS AND SERVICES DESCRIBED IN THIS PROPOSAL ARE SUBJECT TO THE TERMS AND CONDITIONS OF REGIONS BANK'S STANDARD SERVICE AND PRODUCT AGREEMENTS, EXCEPT AS MAY BE OTHERWISE EXPRESSLY PROVIDED IN ANY FINAL DEFINITIVE AGREEMENT RESULTING FROM THIS PROPOSAL.

Proposal Attachments

Information and Sample Documents

iTreasury Online Banking and Information Reporting Features

Sample Monthly Bank Statement

Sample Account Analysis Statement

Additional Services

We think the City of Hattiesburg could benefit from the following services:

Quick Deposit

ACH Alert

Positive Pay

PROPOSAL ATTACHMENTS – City of Hattiesburg
Depository Services



iTreasury Online Banking and Information Reporting Features

FEATURE	DESCRIPTION
Design and Navigation	▪ Users can personalize online banking experience using widgets ▪ Drag and drop functionality ▪ Short cuts (widgets) to perform a variety of common task ▪ Widgets may be placed on any workstation
Previous Day Reporting	▪ Previous day balance information for accounts, including ledger, available, and float balances ▪ Transaction Information for posted transactions within specified date range
Current Day Reporting	▪ Dashboard (real-time information for accounts, including DDA, savings, money markets, CDs, lines of credit and loans) ▪ Current day balance information ▪ Current day wire activity ▪ Current day ACH activity ▪ Memo posted transactions
Special Reports	▪ Create custom reports, save for individual use or share with other users ▪ Export reports and /or views in PDF and/or CSV formats (in addition to txt. and Quicken/QuickBooks)
Payments /Security Features	▪ All payment types (ACH, Wire, Transfer, Loan) are located in the Payments tab on the home page • Import confidential payment information – payment and/or template may be marked confidential • Establish a “high value payment threshold as an alternative or in addition to dual approval • Limit users to payments for specific beneficiaries • Establish dual approval for beneficiary address book change
Account Transfer	▪ Ability to make real-time transfers ▪ Many-to-one transfer allows transfer from several different accounts to a single account ▪ One-to-many transfer allows transfer from one account to several different accounts ▪ Ability to import payment information for creating transfers
ACH Payments	▪ Accessed from the Payments module ▪ For increased security, Final approval required for all ACH Payments ▪ Out of Band Technology and ROOBA Authentication for secure multifactor authentication (challenge via text or phone call) ▪ ACH includes: Tax payments (federal and state), Payroll, Vendor Payments and Debits/Cash Disbursement payments, International ACH payments



iTreasury Online Banking and Information Reporting Features

Wire Transfer	▪ Accessed from the Payments module ▪ Make domestic and international wire transactions ▪ For increased security, Final approval required for all Wire Transfer Payments ▪ Out of Band Technology and ROOBA Authentication for secure multifactor authentication (challenge via text or phone call) ▪ Tax payments (federal and state) ▪ Complete SWIFT BIC database for international wire transfers
Stop Payments	▪ Issue or cancel a single stop ▪ Issue or cancel a stop on a range of items
Check Inquiry	▪ Account number and serial number (including range), amount issue date payee name ▪ Same day inquiry on all paid items (up to 500 items on multi-day search) ▪ Real time check status
Positive Pay	▪ Decision positive pay exceptions ▪ Import or manually enter issued checks ▪ View decision history
QuickBooks Download	▪ Download transaction information into QuickBooks
Data Exchange	▪ View balance and transaction information for non-Regions accounts
BAI Export	▪ Export BAI formatted files from iTreasury for use in other programs
Deposit Item Imaging	▪ View deposit details and images of individual items in a deposit
Email Alerts	▪ Create notifications of key events throughout the business day ▪ System automatically sends alerts when certain conditions occur ▪ Email alerts generated ▪ Group Alerts - supports unlimited number of recipients ▪ ACH Batches or Wire Transfers requiring approval ▪ Balance changes (above, below or equal to a specified amount) ▪ Checks paid; payments processed ▪ Positive Pay exceptions requiring attention ▪ Transactions posted; reports loaded ▪ Approvals required, etc.
Audit Information	▪ Audit information widget allows information to be filtered, exported and printed



iTreasury Online Banking and Information Reporting Features

Online Statements	▪ Account Analysis, Checking or Savings, Returned Item Notices, NSF Notices, Business Credit Card and Loans available ▪ Ability to search a range of dates ▪ Statements available for 7 years
Mobile App	▪ Mobile app for iPhone, iPad and Android ▪ Full system access using your mobile device ▪ Approve payments, decision Positive Pay items, send payments, receive alert notifications, etc.



Customer DDA Statement



Regions Bank

Memphis, TN 38117

Return Address

This shows the address of the of the Regions city office.

OPERATING ACCOUNT

MEMPHIS TN

Customer Name and Address

This section shows the name and address of the customer.

ACCOUNT

Cycle 053
Enclosures 27
Page 76
1 of 5

COMMERCIAL ANALYZED CHECKING

October 1, 2008 through October 31, 2008

Product Type

This shows the product type of the account.

Automatic Transfers
Checks
Ending Balance

SUMMARY

Statement Date

The time period covered by this statement.

\$3,343.18 -

Cycle

Shows the day of the month when the statement dropped.

Enclosures

Number of pages included with Statements reflecting details of transactions during month.

DEPOSITS & CREDITS

10/01	Deposit - Thank You	2,978.48
10/01	Adv From Cr Line	29,287.00
10/02	Deposit - Thank You	19,155.49
10/03	Transfer Fr	664.81
10/03	Deposit - Thank You	32,798.67
10/06	Deposit - Thank You	30,676.97
10/07	Transfer Fr	220.69
10/07	Deposit - Thank You	2,328.40
10/07	Adv From Cr Line	1,603.00
10/08	Deposit - Thank You	7,246.99
10/08	Adv From Cr Line	5,568.00
10/09	Transfer Fr	425.85
10/09	Deposit - Thank You	65,579.80
10/09	Deposit - Thank You	2,071.62
10/09	Deposit - Thank You	1,267.84
10/09	Deposit - Thank You	894.53
10/09	Deposit - Thank You	472.38
10/09	Buckeye Cln Payment Sibley.Payable	1,085.56
10/10	Deposit - Thank You	13,511.42
10/14	Transfer Fr	78.00
10/14	Deposit - Thank You	51,128.16
10/14	Deposit - Thank You	7,013.89
10/14	Deposit - Thank You	238.00
10/14	Adv From Cr Line	55,205.00
10/14	Buckeye Cln Payment Sibley.Payable	4,270.00
10/15	Transfer Fr	5,105.87
10/15	Deposit - Thank You	15,383.90
10/15	Adv From Cr Line	78,245.00
10/15	Buckeye Cln Payment Sibley.Payable	74.00
10/16	Deposit - Thank You	2,637.97
10/16	Buckeye Cln Payment Sibley.Payable	7,409.70
10/17	Deposit - Thank You	11,843.90
10/17	Deposit - Thank You	5,097.44
10/20	Deposit - Thank You	16,654.90



Balance Summary

High level accounting of Beginning Balance to the Ending Balance for the month.

- Beginning Balance + Deposits & Credits – Withdrawals – Fees + Auto Transfers + Returned Checks – Checks = Ending Balance for the month

Minimum Balance is the lowest daily (end of day) balance at any point in during the statement period.

OPERATING AC
MEMPHIS TN

ACCOUNT #

Cycle 053
Enclosures 27
Page 76
1 of 5

COMMERCIAL ANALYZED CHECKING

October 1, 2008 through October 31, 2008

SUMMARY

Beginning Balance	\$27,042.00	
Deposits & Credits	\$680,715.04	+
Withdrawals	\$492,566.70	-
Fees	\$583.46	-
Automatic Transfers	\$0.00	+
Checks	\$217,950.06	-
Ending Balance	\$3,343.18	-

Minimum Balance \$3,343-

DEPOSITS & CREDITS

10/01 Deposit - Thank You
10/01 Adv From Cr Line
10/02 Deposit - Thank You
10/03 Transfer Fr
10/03 Deposit - Thank You
10/06 Deposit - Thank You
10/07 Transfer Fr
10/07 Deposit - Thank You
10/07 Adv From Cr Line
10/08 Deposit - Thank You
10/08 Adv From Cr Line
10/09 Transfer Fr
10/09 Deposit - Thank You
10/09 Deposit - Thank You
10/09 Deposit - Thank You
10/09 Deposit - Thank You
10/09 Deposit - Thank You
10/09 Buckeye Cln Payment Sibley Payable
10/10 Deposit - Thank You
10/14 Transfer Fr
10/14 Deposit - Thank You
10/14 Deposit - Thank You
10/14 Deposit - Thank You
10/14 Adv From Cr Line
10/14 Buckeye Cln Payment Sibley Payable
10/15 Transfer Fr
10/15 Deposit - Thank You
10/15 Adv From Cr Line
10/15 Buckeye Cln Payment Sibley Payable
10/16 Deposit - Thank You
10/16 Buckeye Cln Payment Sibley Payable
10/17 Deposit - Thank You
10/17 Deposit - Thank You
10/20 Deposit - Thank You

2,978.48

Deposits & Credits

Shows all deposits and other credits to customers' account during the stated time period.

- Advance from Credit Line** – automated sweep from the line of credit overdraft protection into the account to cover cash shortage
- Transfer from Checking Acct #** - shows book transfer to this account from another internal Regions acct.

Customer sees this level of detail and may have questions. There may be more activity with different products so the statement could be longer.

11,843.90
5,097.44
16,654.90



WITHDRAWALS

10/01 Transfer to
10/01 Transfer to
10/01 IRS USATAXPYMT
10/01 IRS USATAXPYMT
10/02 Transfer to
10/02 Pay to Cr Line
10/03 Pay to Cr Line
10/06 Transfer to
10/06 Pay to Cr Line
10/08 Transfer to
10/08 IRS USATAXPYMT
10/09 Transfer to
10/09 Pay to Cr Line
10/10 Pay to Cr Line
10/14 Transfer to
10/14 IRS USATAXPYMT
10/15 Regions Auto Pmt
10/15 Transfer to
10/15 IRS USATAXPYMT
10/15 IRS USATAXPYMT
10/16 Rlm Depstd ltm # of ltm(S)
10/16 Transfer to

Withdrawals

Shows all withdrawals from customers' account during the stated time period

- 1 Transfer to Checking Acct # - shows book transfer to another internal Regions account the customer account.
- 2 Payment to Credit Line - automated sweep payment to from the account to pay down/pay off line of credit overdraft

Automated Tax Payments (IRS or Sales Tax) show only if the customer requests this feature. To set this up, flag the account for this option.

958.05

FEES

10/09 Analysis Charge 09-08

583.46

CHECKS

Date	Check No.	Amount	Date	Check No.	Amount
10/01	6	188.75	10/15	6	297.10
10/02	6	220.95	10/16	6	22,952.86
10/08	6	6,434.83	10/15	6	11,710.48
10/10	6	24.28	10/16	6	388.18
10/07	6	26,757.51	10/15	6	495.40
10/03	6	374.96	10/09	6	746.93
10/09	6	245.00	10/14	6	2,473.46
10/08	6	103.56	10/10	6	1,195.72
10/07	6	3,120.00	10/10	6	86.25
10/06	6	238.17	10/14	6	6,766.90
10/07	6	478.48	10/16	6	3,999.06
10/15	6	4,855.00	10/14	6	39.49
10/09	6	389.29	10/09	6	8,910.60
10/10	6	1,485.09	10/10	6	1,462.50
10/09	6	479.67	10/10	6	556.87
10/21	6	400.00	10/15	6	255.55
10/14	6	4,035.34	10/14	6	174.75

Fees

Reflects the total net fees charged to the account based on the analysis statement from the previous month.

Also indicates the date that Analysis was charged.

Checks

Shows all checks written on the account during the statement period.

Check data includes:

1. Date check posted to the account
2. Check Number
3. Dollar amount of the check

Checks are listed in order of when they post to the account. Checks posted out of chronological order are identified with an asterisk.

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
10/01	26,842.03	10/14	60,401.03	10/24	23,934.49
10/02	25,800.46	10/15	55,861.34	10/27	98,194.65
10/03	48,537.98	10/16	1,933.59	10/28	89,291.83
10/06	76,880.29	10/17	10,544.15	10/29	26,261.89
10/07	50,676.39	10/20	27,718.12	10/30	6,408.10
10/08	24,834.38	10/21	47,379.70	10/31	3,343.18-
10/09	76,272.13	10/22	29,949.64		
10/10	10,047.84	10/23	221.03		

Daily Balance Summary

- Represents the balance in the account as of the end of each business day
- There will be a daily balance listed for each business day during the month



Return Address

This shows the address of the of the Regions city office.

Customer Analysis Statement



MEMPHIS, TN 38117
CONTACT

Contact

Officer responsible for the account.

- Accounts assigned to a department, other than the branch, reflect the responsible RM, and phone #.
- Accounts assigned to branch reflect the responsible Branch Manager. The contact may be located in a city different from the return address on the statement.

OPERATING ACCOUNT
MEMPHIS TN 38118-7811

GROUP
FROM 10-01
TO 10-24

Statement Date

The month in which the services were used

PAGE 1

Customer Name and Address

This section shows the name and address of the customer.

BEGINNING IN FEBRUARY 2009, YOU WILL NO LONGER AUTOMATICALLY RECEIVE A ANALYSIS STATEMENT. IF YOU WOULD LIKE TO CONTINUE RECEIVING A MONTHLY STATEMENT, PLEASE CALL 1-866-463-5799 OR EMAIL YOUR REQUEST TO ACCOUNTANALYSIS@REGIONS.COM.

ACCOUNT NO. 0053 01		COMMERCIAL ANALYZED CHECKING		
	BALANCE	RATE	AMOUNT	
AVERAGE LEDGER BALANCE	32,607			
LESS AVERAGE FLOAT	34,081-			
AVERAGE COLLECTED BALANCE	1,474-			
NEGATIVE COLLECTED BALANCE	1,474-			
POSITIVE COLLECTED BALANCE	0			
LESS RESERVES/ANALYSIS ASSESSMENT	0	10.000		
POSITIVE NET COLLECTED BALANCE	0	.250	.00	
	UNITS	RATE	AMOUNT	BAL REQUIRED
NEG COLL BAL INTEREST CHARGE	1,474	8.000	10.15	47,934.19
ACCT MAINT	1	18.000	18.00	85,006.45
RETURN ITEM	1	8.000	8.00	37,780.64
ELECTRONIC DEBITS	9	.160	1.44	6,800.51
ELECTRONIC CREDITS	8	.200	1.60	7,556.12
CHECKS PAID-DEBITS	76	.180	13.68	64,604.90
DEPOSITS-CREDITS	34	.500	17.00	80,283.87
ITEMS DEPOSITED ON US	20	.100	2.00	9,445.16
ITEMS DEPOSITED LOCAL	41	.100	4.10	19,362.58
ITEMS DEPOSITED REGIONAL	33	.110	3.63	17,142.96
ITEMS DEPOSITED OTHER FED	126	.110	13.86	65,454.96
BRANCH DEP PER \$100 CURR STAND	23	.170	3.91	18,465.29
BRANCH CASH ORDER STANDING	1	6.000	6.00	28,335.48
BRANCH ORDER COIN ROLL	1	.160	.16	755.61
ZBA MASTER MO MAINT	1	35.000	35.00	165,290.32
SWEEP CREDIT LINE MO MAINT	1	110.000	110.00	519,483.87
ITREASURY PREV DAY INFORMATION	3	11.666	35.00	165,290.32
ITREASURY CASH CON & DISB MOD	1	35.000	35.00	165,290.32
ITREASURY DIRECT DEP ACH MOD	1	35.000	35.00	165,290.32
ITREASURY STATE TX PMT ACH MOD	1	35.000	35.00	165,290.32
ITREAS SECUREID MO MAINT	3	5.000	15.00	70,838.70
ITREASURY COMMERCIAL LOAN RPT	1	35.000	35.00	165,290.32
QUICK DEP MO MAINT PER WKST	1	75.000	75.00	354,193.54
QUICK DEP PER ITEM	83	.070	5.81	27,438.19
TOTAL CHARGE FOR SERVICES			519.34	2,452,624.94
NET CHARGE FOR SERVICES			519.34-	
POSITIVE NET COLLECTED BALANCE	0			
LESS COLLECTED BAL REQUIRED	2,452,624-			
EXCESS (DEFICIT) NET COLLECTED BALANCE	2,452,624-			
ADDITIONAL RESERVE REQUIRED	272,513-			
TOTAL BALANCE DEFICIT	2,725,138-			

Balance Form

- Customer can use this page to balance their account monthly.
- If the customer feels that there is a discrepancy with the monthly statement, this form is then submitted to the bank
- It is the responsibility of the customer or RM to update this section and return it to the bank.



Parent Group, Group Master or Individual Account

MEMPHIS, TN
CONTACT

Section shows account type and account number.

First three #s represent the bank #:

- 0001 = AL, MS, LA, and TX
- 0053 = AR, IL, IN, IA, KY, MO, and TN
- 0060 = GA, NC, SC, and VA
- 0092 = FL

OPERATING

MEMPHIS

Second two #s represent the application #:

- 00 = Parent Group or Master Account
- 01 = Individual Account

BEGINNING IN FEBRUARY 2009, YOU WILL NO LONGER AUTOMATICALLY RECEIVE AN ANALYSIS STATEMENT IF YOU WOULD LIKE TO CONTINUE RECEIVING A MONTHLY STATEMENT, PLEASE CALL 1-866-463-5799 OR EMAIL YOUR REQUEST TO ACCOUNTANALYSIS@REGIONS.COM.

ACCOUNT NO. 0053 01

COMMERCIAL A

	BALANCE	RATE	AMOUNT
AVERAGE LEDGER BALANCE	32,607		
LESS AVERAGE FLOAT	34,081-		
AVERAGE COLLECTED BALANCE	1,474-		
NEGATIVE COLLECTED BALANCE	1,474-		
POSITIVE COLLECTED BALANCE	0		
LESS RESERVE/ANALYSIS ASSESSMENT	0	10.000	
POSITIVE NET COLLECTED BALANCE	0	.250	

Balances, *Reserves, Earnings Allowance

- 1 Avg Ledger Balance minus Avg Float = Avg Collected Balance
- 2 Negative Collected Balance occurs when company uses uncollected funds during the month but does not mean that the company was necessarily overdrawn in the ledger balance which generates an NSF Charge.
- 3 Positive Collected Balance minus Reserve Requirement = Avg Net Collected Balance
- 4 Avg Positive Collected Balance x 10% = Reserve Requirement * No reserve req.
- 5 Positive/Average Net Collected Balance x Earnings Rate divided by the # of days per year x # days per month = Total Earnings Credit Allowance

	UNITS	RATE	AMOUNT	BAL REQ
NEG COLL BAL INTEREST CHARGE	1,474	8.000	10.15	47.9
ACCT MAINT	1	18.000	18.00	85.0
RETURN ITEM	1	8.000	8.00	37.7
ELECTRONIC DEBITS	9	.160	1.44	6.8
ELECTRONIC CREDITS	8	.200	1.60	7.5
CHECKS PAID-DEBITS	76	.180	13.68	64.6
DEPOSITS-CREDITS	34	.500	17.00	80.2
ITEMS DEPOSITED ON US	20	.100	2.00	9.4
ITEMS DEPOSITED LOCAL	41	.100	4.10	19.3
ITEMS DEPOSITED REGIONAL	33	.110	3.63	17.1
ITEMS DEPOSITED OTHER FED	126	.110	13.86	65.4
BRANCH DEP PER \$100 CURR STAND	23	.170	3.91	18.4
BRANCH CASH ORDER STANDING	1	6.000	6.00	28.3
BRANCH ORDER COIN ROLL	1	.160	.16	.7
ZBA MASTER MO MAINT	1	35.000	35.00	165.2
SWEEP CREDIT LINE MO MAINT	1	110.000	110.00	519.4
ITREASURY PREV DAY INFORMATION	3	11.666	35.00	165.2
ITREASURY CASH CON & DISB MOD	1	35.000	35.00	165.2
ITREASURY DIRECT DEP ACH MOD	1	35.000	35.00	165.2
ITREASURY STATE TX PMT ACH MOD	1	35.000	35.00	165.2
ITREAS SECUREID MO MAINT	3	5.000	15.00	70.8
ITREASURY COMMERCIAL LOAN RPT	1	35.000	35.00	165.2
QUICK DEP MO MAINT PER WKST	1	75.000	75.00	354.1
QUICK DEP PER ITEM	83	.070	5.81	27.4
TOTAL CHARGE FOR SERVICES			519.34	2,452.6

TOTAL CHARGE FOR SERVICES

NET CHARGE FOR SERVICES

POSITIVE NET COLLECTED BALANCE	0
LESS COLLECTED BAL REQUIRED	2,452,624-
EXCESS (DEFICIT) NET COLLECTED BALANCE	2,452,624-
ADDITIONAL RESERVE REQUIRED	272,513-
TOTAL BALANCE DEFICIT	2,725,138-

Service Charges

- 1 Charge for services x # days in the month divided by # days in the year x Earnings Rate = Balance Required (Collected Balance Required)
- 2 Negative Collected Balance x Overdraft Rate x # days per month divided by # days in the year = Interest on Overdraft

Net Charges for Services

Shows net difference between total service charge and total earnings credit allowance. If service charge exceeds earnings allowance, net charge is shown. If earnings allowance exceeds total service charge, net charge for services appears as a zero on the statement.

Balance Summary

If Excess (Deficit) Balance is negative, a line called Additional Reserves Required is added to calculate total balance deficit. Additional reserves required to support service charges include allowances for reserves.

- 1 Avg Collected Balance - Reserve Requirement = Avg. Net Collected Balance
- 2 Avg. Net Collected Balance - Collected Balance Requirement = Excess (Deficit) Net Collected Balance
- 3 Total Balance Deficit minus Excess (Deficit) Net Collected Balance = Additional Reserve Requirement
- 4 Excess (Deficit) Net Collected Balance + Additional Reserve Required = Total Balance Deficit



Regions Quick Deposit

Regions Quick Deposit enables commercial clients to electronically capture the checks they have received, convert them to check images, and transmit the images to the bank as deposits. Regions Quick Deposit offers convenience and flexibility.

- **Streamline Check Deposit Operations** – Clients save money – Regions makes it convenient. Quick Deposit reduces the need to travel to a bank branch, saving clients both time and money. By having the ability to make remote deposits, clients can spend their valuable time on more productive assignments.
- **Eliminate Geographical Constraints** – Regions provides reliability. Regions Quick Deposit can be used from any location with Internet access. Therefore, clients can send deposits from virtually anywhere.
- **Improve Funds Availability** – Regions gives clients freedom. The faster clients can process payments while maintaining accuracy, the sooner funds are available for investing, for loan payments, and other business purposes. Regions Quick Deposit also has an extended ledger deposit deadline from 4:00 p.m. CT to 8:00 p.m. CT.

How Quick Deposit Works

- No special software is required. Only a scanner driver must be downloaded to the client's PC.
- Using a specifically designed desktop scanner and software, clients have the capacity to scan and electronically capture images of receivable checks to a PC – allowing clients to process transactions at their place of business instead of having to drive to a bank branch.
- For security purposes, each user must log into the Quick Deposit application using a specific user ID and password.
- Before scanning the checks, the user must first indicate the deposit total – which is used to balance the deposit amount.
- The user simply drops the checks into the scanner. As checks are scanned, each item is verified – ensuring that it contains a valid readable MICR line, passes a specified image quality standard, and is not a duplicate of a previously scanned check.
- When the entire deposit transaction is completed and balanced, the user will end the deposit and securely transmit the data via the Internet to Regions for processing.

Benefits of Regions Quick Deposit

- ✓ Eliminates trips to the bank
- ✓ Make deposits convenient
- ✓ Extended cutoff times
- ✓ View images of deposited items for 45 days
- ✓ Fast and easy to use

- ✓ Consolidate banking relationships
- ✓ Maximize cash flow
- ✓ Control receivables quickly and easily
- ✓ Create and manage deposits from business location
- ✓ Enhances in-house research capabilities
- ✓ Centralizes management of deposit activity



Regions ACH Alert

Regions ACH Alert is a web-based service that facilitates the detection of Automated Clearing House (ACH) fraud. ACH Alert will monitor the client's account and compare the activity to a list of ACH debits that have been pre-authorized by the client. If any unrecognized ACH debits arrive, ACH Alert will send the client an email, enabling the client to detect and return any unauthorized or fraudulent transactions.

ACH Alert enhances the Regions Positive Pay tool set and further positions the bank to offer an all encompassing fraud protection package which can be marketed to all business segments.

ACH Alert is accessed at <https://achalert.regions.com>.

How ACH Alert Works

The ACH Network allows clients to bypass traditional paper payments and use electronic payments. While the growth of electronic payments has been a positive development for companies, it has also presented a new risk to manage - ACH payment fraud. Regions ACH Alert works in tandem with clients' internal controls to reduce exposure to ACH fraud.

Clients provide a list of transactions which are allowed to post, thus rejecting all unauthorized ACH debits. Per regulations, corporate accounts must identify and return unauthorized ACH transactions within 24 hours after posting. Based upon the client's elected configurable notification parameters, email alerts are generated and sent to the client when an ACH debit has been posted.

ACH Alert enables ACH debit activity to be monitored

ACH Alert also allows clients to pre-authorize specific ACH debits to their accounts. Each business day, ACH Alert will provide a list of all ACH debit activity for the client's review. If any unrecognized ACH debits are detected, ACH Alert will send email notifications to designated ACH Alert users.

ACH Alert allows clients to select and return unauthorized transactions

Once a fraudulent or unauthorized ACH debit is detected, clients simply reject via the online tool by selecting the transaction from the list provided, and clicking "Decline" to have the item returned. As a best practice clients should review ACH activity each morning, regardless of whether an ACH Alert notification email is received. The deadline for declining transactions posted the previous day is 2:00 p.m. Central. Clients are not charged for returning unauthorized items. Regions ACH Alert will maintain a record of all of the client's ACH debit activity and return decisions for ease of future reference and research.

Features of Regions ACH Alert

- ✓ User-friendly web-based application
- ✓ Allows complete online management enabling clients to monitor and control all ACH debit transactions

- ✓ Dual control functionality for increased security with user assigned access and functionality levels
- ✓ Notification Rules function allows users to configure when email alerts are generated and for which transactions. Options include:
 - Notify for all ACH debits
 - Notify only when an ACH debit is over an identified amount
 - Notify only when an ACH debit was created from a payment made by check, over the Internet or by phone.
 - Notify only when an ACH debit is created by a company not found in the client's Approved Company list
- ✓ Provides multi-user access
- ✓ Three contacts per company can be selected to receive email notifications (if more than three contacts are desired, the client may choose to establish/use a group email account)
- ✓ The Approved List feature allows the client to list companies that are approved to send ACH debits. Companies on the Approved List will not generate an email alert.
- ✓ The Transaction History feature allows clients to view and search ACH debit activity for all accounts that have been set up on ACH Alert
- ✓ Enables clients to authorize future ACH transactions based on information accompanying a current payment

Benefits of Regions ACH Alert

-
- ✓ Helps minimize risk associated with ACH transactions, reducing exposure to ACH fraud
 - ✓ Prevents fraud and potential losses through early detection, enabling clients to accept or reject ACH debits before the transactions post to the client's account
 - ✓ Allows clients to pre-authorize specific transactions directly using the online application with no paperwork required
 - ✓ Provides email notification if any unrecognized ACH debit activity posts to the client's account
 - ✓ Convenience and flexibility
 - ✓ Enables risk to be managed more accurately



Positive Pay Services

Regions Positive Pay is an automated anti-fraud service that provides clients with additional protection against check fraud arising from counterfeit checks where the amount, serial number or payee name is altered. Positive Pay quite simply reduces a client's exposure to unauthorized or fraudulent paper checks.

How Positive Pay Works

Next Day Positive Pay Service (with Account Reconciliation service). This positive pay election protects against check fraud and enables clients to maintain a cumulative checks issued database on file with Regions. This file is used to verify paid checks as they are presented for payment. The checks issued database includes information such as the account number, check number, issue date and dollar amount. Optionally, clients may include payee names for digital comparison to paid checks. This service provides exceptions the day after the item has posted to the client's account.

- The client provides a check issue file to Regions prior to writing/issuing checks
- Each check presented to clear the account is compared to the check issue file
- Regions will correct any encoding errors or MICR line misreads
- If a check presented for payment is not identified within the client database or differs in amount or payee (if this option is chosen), the client will be notified of the unmatched items the next business day via iTreasury online banking
- Positive Pay exception ("suspect items") data is available at approximately 9:30 AM CT
- Client dispositions are due by 2:00 PM CT

Teller Line Positive Pay is included with both Next Day and Same Day Positive Pay services and provides systematic verification of checks presented over the counter. By accessing the client's previously transmitted issue file, Regions tellers confirm that presented checks are acceptable for payment.

Same Day Positive Pay Service (with Controlled Disbursement service). For clients issuing checks from a Controlled Disbursement Account (CDA), Regions will compare the items presented against the check issue file beginning the same business day. The issue file process is the same as that used for Next Day Positive Pay Service.

- The client may view any unmatched items as early as 3:30 PM CT prior to the items posting
- Client dispositions are due by 2:00 PM CT the next business day (the business day following posting)
- If the decision to pay/return the item is not completed by the deadline, Regions will default to the client's pay/return preference chosen upon implementation

Because of the time sensitivity of the information, Regions requires that all check issue files for Next Day Positive Pay and Same Day Positive Pay Services be sent via direct transmission or through iTreasury.

Once again, Teller Line Positive Pay is included with Same Day Positive Pay Service.

Reverse Positive Pay Service. Reverse Positive Pay is ideal for clients who cannot provide Regions with a check issue file. Each business day, Regions will provide the client with a listing of items that have been presented for payment.

- Regions provides an items posted list to the client via iTreasury by 9:30 AM CT (inclusive of Fed items deposited at other banks but not teller line items)
- The client will then compare the information to their list of issued checks to identify fraudulent or suspect items
- If altered items are detected, the client should notify Regions via iTreasury by 2:00 PM CT on the same day to return the items
- All items will be paid if a decision is not received from the client. This default decision cannot be changed.

Teller Line Positive Pay Service. Teller Line Positive Pay is an added benefit to the Next Day and Same Day client's account and provides an extra level of security to reduce check fraud. By accessing the client's previously transmitted issue file, Teller Line Positive Pay allows Regions to compare checks presented at the teller line to the checks the client has actually issued, so that fraudulent checks against the client's account will be denied if presented at the teller window. In addition, if a client issues a check and has not notified us, that check will not be honored if presented at a Regions Bank teller line. Note, this service is not available with Reverse Positive Pay.

Features and Benefits of Positive Pay

- ✓ Early detection and reduction in check fraud
- ✓ Increases fraud prevention to minimize exposure
- ✓ Enables checks issued to be matched daily against presentments instead of monthly with reconciliation, improving accuracy and allowing fraud to be intercepted as it occurs
- ✓ Daily online reporting of mismatches (exceptions) via iTreasury
- ✓ Ability to make pay/return decisions on questionable items with online review and initiation of returns using iTreasury
- ✓ Improves audit control
- ✓ Regions retains items for 400 days, eliminating the need for check storage except where long-term imaging is needed
- ✓ Enables enhanced reconciliation reporting for better accounting and analysis
- ✓ All Positive Pay services enable quick acceptance of return items

STATE OF MISSISSIPPI

Office of the State Treasurer



Having complied with all the requirements of law, and having placed approved securities with the State Treasurer of Mississippi, **Regions Bank** is hereby appointed a

STATE DEPOSITORY

for a term of one year ending the **thirtieth (30th) day of November, 2019**, and is hereby authorized and empowered to receive and disburse, according to law, any and all State Funds, there offered for demand deposits and for investment in Time Certificates of Deposit or other authorized securities, but shall not have on deposit at any time an amount exceeding that authorized by Section 27-105-9, Mississippi Code (1972) as amended, or other applicable law or regulation unless otherwise ordered by the State Treasurer.

In witness whereof, the State Treasurer has ordered this Commission issued and has duly signed and affixed the Seal of the Office of the Treasurer of the State of Mississippi thereto on this the **first day of December, 2018**.

A handwritten signature in cursive script, reading "Lynn Fitch", written over a horizontal line.

Lynn Fitch

Treasurer of the State of Mississippi



Lynn Fitch
STATE TREASURER

Mississippi Public Funds Guaranty Pool

August 2018

List of Member Banks:

BancorpSouth

BankFirst Financial Services

Bank of Brookhaven

Bank of Commerce

Bank of Yazoo

BankPlus

The Citizens National Bank, Meridian

The Commercial Bank

Community Spirit Bank

First Bank

First National Bank, Clarksdale

First Security Bank

The First, A National Banking Assn.

Guaranty Bank & Trust

Pike National Bank

Planters Bank & Trust Co.

Priority One Bank

Regions Bank

Renasant Bank

RiverHills Bank

Trustmark National Bank



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2019-256

File ID: 2019-256

Type: Regular Agenda Item

Status: Routine Agenda

Version: 1

Reference:

In Control: City Council

Requester: Andrew Ellard

File Created: 03/25/2019

Brief Title: Approval of 2018 CAPER

Final Action:

Minute Book Number: MB 2019-91

Title:

Acknowledge the submission of the 2018 Consolidated Annual Performance and Evaluation Report (CAPER) to the Department of Housing and Urban Development (HUD). {Entitlements}

Notes:

Agenda Date: 04/02/2019

Indexes:

Agenda Number: VI.-6

Sponsors:

Enactment Date:

Attachments: 2018 Final CAPER

Enactment Number:

Contact:

Meeting Date: 04/02/2019

Drafter: Clarence Williams

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/02/2019					

Text of Legislative File 2019-256

Title

Acknowledge the submission of the 2018 Consolidated Annual Performance and Evaluation Report (CAPER) to the Department of Housing and Urban Development (HUD). {Entitlements}

Summary

Authorize and approve submission of the 2018 CAPER.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The 2018 CAPER describes the results of activities undertaken and completed by and through the City of Hattiesburg's Community Development Division to produce the outcomes identified in the 2018 Annual Action Plan for the period of January 1, 2018 through December 31, 2018. This is the 1ST CAPER for the 2018-2022 Consolidated Plan. In order to continue leveraging and maximizing limited resources, the City of Hattiesburg has maintained a Memorandum of Understanding with PRVO to provide weatherization to those homes that under go substantial rehabilitation through the City's Residential Rehabilitation Program.

Accomplishments for the 2018 Program Year:

- Interim Assistance through Breakthrough Community Services – 45 households received utility assistance
- Substantial Rehabilitation – 5 homes
- Emergency Repair/Minor Home Repair Program - 1

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Down Payment Assistance	Affordable Housing	HOME: \$	Direct Financial Assistance to Homebuyers	Households Assisted	10	0	0.00%	7	0	0.00%
Economic Development	Non-Housing Community Development	CDBG: \$	Jobs created/retained	Jobs	3	0	0.00%			
Economic Development	Non-Housing Community Development	CDBG: \$	Businesses assisted	Businesses Assisted	3	0	0.00%			
Housing Programs (including Affordable Housing)	Affordable Housing	CDBG: \$ / HOME: \$	Rental units rehabilitated	Household Housing Unit	2	1	50.00%	2	1	50.00%
Housing Programs (including Affordable Housing)	Affordable Housing	CDBG: \$ / HOME: \$	Homeowner Housing Added	Household Housing Unit	4	0	0.00%	1	0	0.00%
Housing Programs (including Affordable Housing)	Affordable Housing	CDBG: \$ / HOME: \$	Homeowner Housing Rehabilitated	Household Housing Unit	50	6	12.00%	17	5	29.41%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

All CDBG and HOME funds expended were directed toward addressing the priorities and objectives identified in the City's Action Plan and Consolidated Plan. Because the City's grant allocations have consistently decreased over the entire 5-Year Consolidated Plan, the City has continued to concentrate on Housing needs as its highest priority. These priority needs areas are: substantial rehabilitation of owner occupied units; basic rehabilitation/emergency repairs; downpayment assistance; limited TBRA; and development of new affordable housing done through one or more of the City's CHDO. As a result, the Community Development Division has continued to focus on and give optimal attention and resources to housing and housing related activities. Therefore, the City has continued to limit and de-emphasize other eligible activities in order not to dilute its efforts in the provision of decent affordable housing.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG	HOME
White	0	0
Black or African American	51	0
Asian	0	0
American Indian or American Native	0	0
Native Hawaiian or Other Pacific Islander	0	0
Total	51	0
Hispanic	0	0
Not Hispanic	0	0

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The numbers in the above table accounts only for those activities that are a part of the 2018 Action Plan and that were in a completed status during the period of the 2018 Action Plan. There were a number of activities that were completed in 2018 that were funded in prior years action plans and/or were funded with prior years funding. There are additional accomplishments that can be attributed to the execution of the 2018 Action Plan that are not counted in the above numbers, because some activities were not completed and allocated funding for these activities had not been expended. Therefore, these activities would have only partial accomplishments to report.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	CDBG	560,001	427,195
HOME	HOME	317,860	301,778
HOPWA	HOPWA		
ESG	ESG		
Other	Other		

Table 3 - Resources Made Available

Narrative

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description

Table 4 – Identify the geographic distribution and location of investments

Narrative

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Hattiesburg continued to partner with subrecipients and other non-profit organizations in the community in order to better disseminate community development funds more broadly. Sometimes these organizations seek to use our funds to leverage other financial resources. Twin Forks Rising CDC has applied for Federal HOME Loan Bank monies to support its housing activities. Whether or not these organizations are able to leverage additional funds, they provide leverage in the form non-financial resources, such as their areas of expertise (housing counseling, legal services, homeless and at-risk of being homeless services, and services for those with AIDS), their facilities and their community reports. In addition to formal arrangements with subrecipients, CHDO's, the Community Development Division continues to engage other organizations and build a professional network of other service providers that are working to improve the city and its communities.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	0
2. Match contributed during current Federal fiscal year	0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	0
4. Match liability for current Federal fiscal year	0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	0

Table 5 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match

Table 6 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at begin- ning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$
0	0	0	0	0

Table 7 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Dollar Amount	0	0	0	0	0	0
Number	0	0	0	0	0	0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
Contracts						
Dollar Amount	0	0	0			
Number	0	0	0			
Sub-Contracts						
Number	0	0	0			
Dollar Amount	0	0	0			

Table 8 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition						
Parcels Acquired		0		0		
Businesses Displaced		0		0		
Nonprofit Organizations Displaced		0		0		
Households Temporarily Relocated, not Displaced		0		0		
Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	20	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	20	0

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	20	1
Number of households supported through Acquisition of Existing Units	0	0
Total	20	1

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City believes that the actual accomplishments reported are indications of success in various programs administered with CDBG and HOME funding. Differences between goals and outcomes can be attributed to two primary factors and a combination thereof. The decrease in CDBG and HOME funding is the primary reasons goals and outcomes are not matching. The other is that because our program year starts in January and typically the City does not get its actual funding until later in the program year, many activities are delayed in starting, thereby minimizing and giving the appearance of lack of

accomplishment toward meeting goals. Another factor could be that, the City in the past has been overallly optimistic in its assessment of what can realistically can be accomplished, especially when relying on a sub-recipient, or other partners who may funding shortfall issues of their own.

Discuss how these outcomes will impact future annual action plans.

Future Actions Plans will be less optimistic in its assessment of what can be accomplished, as well seeking to find additional non-profit agencies that can perform activities effectively as sub-recipients. Because the City's shrunk so drastically or the last four or five years, it unlikely to have the resources to support more than one or two organizations at minimal funding levels. Future outcomes will also be determined what activities the City will chose to fund in future Action Plan as well as what avialble

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	2	0
Low-income	4	0
Moderate-income	0	0
Total	6	0

Table 13 – Number of Households Served

Narrative Information

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Pinebelt Coalition on Homelessness, formed in partnership with the City, local providers, and homeless advocates, continues to work to impact homeless individuals through a number of positive ways. One, the network formed has increased knowledge of services available and therefore, allows agencies, the faith community, and advocates to concentrate on how a specific individual can be uplifted. The Coalition acts as the regional committee for the Balance of State Continuum of Care (CoC) and, as such, coordinates the annual Point In Time (PIT) homeless count for the area. In addition to asking questions that are required as a part of this survey, detailed questions are asked about a variety of services that the person or family may have accessed, needed, or been denied. The Pinebelt Coalition leadership uses this important information to feed advocacy and awareness. Each agency providing services in the Hattiesburg area is linked to Mississippi United to End Homelessness (Balance of State) which is working toward a coordinated system of referrals. The members of the Pinebelt Coalition advocate for funding that will help move homeless persons into housing quickly through the CoC rapid rehousing program and through other funding mechanisms. The Salvation Army's Men's Shelter was destroyed in the January 2017 tornado that struck the city of Hattiesburg, and has yet to be rebuilt. The only other available shelter is another city, 35 miles away.

Members of the PCoC include agencies that represent a broad continuum of services – emergency shelter, day shelter, food kitchens, faith-based, transitional shelter, disabled services, veterans' housing, domestic violence shelter, healthcare, and permanent supportive housing. Each agency, through the Coalition is connected - plugged in, so to speak - to what is available...and what is not available. Annually, events such as the Veterans' Stand Down and the Homeless Memorial, awareness events by the Coalition members provide continuing access to homeless persons and those at high risk of being homeless.

Addressing the emergency shelter and transitional housing needs of homeless persons

See above: "Each agency, through the Coalition is connected - plugged in, so to speak - to what is available...and what is not available. For example, lack of day sheltering had been a significant problem in the area. As a result of participation in the Coalition, advocates – working within the faith-based

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

In 2013, the City entered into an agreement with a subrecipient to develop permanent supportive housing in Hattiesburg, and the City entered various subrecipient agreements with non-profits providing services for the homeless (or those at risk) and other special needs populations, which can serve both an immediate basic need such as food or shelter, as well as supportive services that may help prevent individuals and families from becoming homeless again. That agency still has had a number of unresolved issues and has not as of yet produced any housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Continuum of Care (CoC), and its respective agencies are well tuned in with the needs of the homeless community and coordinates to the extent feasible given with limited resources to be able to identify and serve individuals that may be discharged from certain publicly funded institutions. Since 2013, there has not been one case of a publicly funded shelter for the chronically homeless.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

Continuum of Care (CoC), and its respective agencies are well tuned in with the needs of the homeless community and coordinates to the extent feasible given with limited resources to be able to identify and serve individuals that may be discharged from certain publicly funded institutions. Since 2013, there has not been one case of a publicly funded shelter for the chronically homeless.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The City of Hattiesburg attends the quarterly Resident Advisory Council meetings of the Housing Authority. The Housing Authority works closely with PRVO, The First Bank and other lending institutions in promoting home ownership. The City of Hattiesburg streams information and promotions related to the Down Payment Assistance Program to Housing Authority residents via distribution of flyers, attending monthly resident meeting & the quarterly RAC meetings.

Actions taken to provide assistance to troubled PHAs

The Hattiesburg Housing Authority is not a "troubled" PHA

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City's zoning ordinance and related regulations are conducive to affordable housing development. As public policies are concerned, the only notable barrier to affordable housing has to do with developments that are planned to take place within flood zones where FEMA regulations create limitations on the value and costs of rehabilitation that can take place on existing structures. Historically, new affordable housing has not been created in flood zones when using CDBG or HOME funds because of the challenges of meeting the development requirements. The City has made it known to partner agencies and CHDOs that such new developments are possible given compliance with certain development and insurance requirements.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The implementation of various HUD programs presupposes compliance with a variety of guidelines such as the environmental approval process. Many of the dilapidated structures are relatively old and contain lead based paint. The presence of such often increases the rehabilitation cost (in accordance with Title X of the Housing and Community Development Act of 1992) and results in the project being deemed infeasible. Other requirements found at 40 CFR and 24 CFR part 58 often result in the inability of the City to provide services to those who ironically have the greatest need.

The City continues to seek other funding sources to supplement HUD-funded programs in order to allow for additional work to be done, to avoid becoming hindered by the cost of lead abatement, and to generally leverage HUD-funding for a greater overall impact. The City continues to participate with a local non-profit, R3SM in restoring homes destroyed in the January 2017 tornado by continuing to waive all building permits for those houses that are assisted.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The implementation of various HUD programs presupposes compliance with a variety of guidelines such as the environmental approval process. Many of the dilapidated structures are relatively are old and contain lead-based paint. The presence of which often increases the cost of rehabilitation (in accordance with Title X of the Housing and Community Development Act of 1992) and sometimes may result in project being deemed infeasible. Additionally, other requirements found at 40 CFR and 24 CFR part 58

often result in the inability of the City to provide services to those who need assistance the most.

The City continue to seek other funding sources to supplement HUD-funded programs in order to allow for additional work to be performed, to avoid becoming hindered by the cost of lead abatement, and to generally leverage HUD funding for a greater impact.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City continued its partnership with Breakthrough Community Services and Habitat for Humanity to identify those families and individuals in poverty and those without the means to make emergency repairs to their homes. The AIDS Services Coalition provided housing, nutrition, and other supportive services to those living with HIV/AIDS. And even though they are no longer subrecipients, the Domestic Abuse Family Shelter housed and provided supportive services to victims of domestic violence; the Southeast Mississippi Rural Health Initiative facilitated funding for homeless individuals to receive primary healthcare and prescriptions. Pinebelt Coalition on Homelessness continued its meals program for LMI and disabled persons. And the city is hopeful that the AIDS Services Coalition will be able to develop and deliver the promised permanent supportive housing for homeless individuals and families.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Typically, the City hosts a quarterly Housing Roundtable, through which different housing and social service organizations collaborate to address housing challenges.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City undertook a number of activities in conjunction with United Way BankOn Hattiesburg. BankOn Hattiesburg's objective is to provide a wide variety of financial services and products for the un-banked and the under-banked. BankOn partners include banks, credit unions, financial literacy/education providers and area and regional non-profits. Many of these agencies work directly with the City and each other to improve financial health of the City's residents. The City also support a number of these agencies and their initiatives to coordinate their efforts, with duplication. The City also produced a Financial Literacy Master Plan with a grant from the National League of Cities.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City has partnered with the Mississippi Home Corporation and other Entitlements and PHA's in the state to conduct and prepare a joint and collaborative Analysis of Impediments that is expected to be completed by mid-2019.

In 2018, the City continued to require beneficiaries of the Downpayment Assistance program to take a homebuyer education course prior to approval for an award; the CDBG and HOME Programs continued to focus most of its resources on homeowner occupied rehabilitation and emergency repairs, thereby addressing code compliance and the lack of code standard housing to the greatest extent possible; some of the City's partner agencies continued to offer credit counseling and homebuyer education, thereby addressing credit worthiness and fair housing education; and the City targeted its Public Service awards toward activities that benefited homeless population, those living with HIV/AIDS, the disabled, and special needs populations, which in the case of at least one activity, improved housing accommodations for persons with HIV/AIDS. However, no Public Services awards were made to social services agencies during the 2018. The primary reason being the lack of funding.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City had two subrecipients and one CHDO that it had to monitor during PY 2018. Each with an active agreement was monitored. The City continued to follow its established monitoring procedures that CHDO Rental housing will receive on-site monitoring and inspections not less than every three (3) years (as the only current rentals are single-family) in accordance with 24 CFR 92.504. The City however did inspect the rental houses during the 2018 Program Year.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

In 2018, the City went creating and adopting of the 2018-2022 Consolidated Plan and the 2013 Annual Action Plan, which involved several public meetings and presentations and the publication of a draft version for public comment. The final version of the 2018-2022 Consolidated Plan and each of the five (5) Annual Action Plans remain available to the public. such plans are always available at City Hall (Community Development office), at a number of other public buildings record/reference rooms. During the PY 2018, the City also made available a draft of the 2017 CAPER in order to solicit and receive public comments. The final version was made available to the public, and remains so. Published documents are made available in two locations in City Hall, and two local City community centers. Ample notice of public hearings and public comment periods is given via a posting in the local newspaper, the advertisement of which is approved in public by the City Council at one of its regular meetings.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City's program objectives did not shift in the course of the program year. Housing continues to be the City's primary focus. And given limited resources, the City does not anticipate any changes going forward.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-50 - HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

There are two properties located at 1205 Country Club Road and Hall Avenue. They are owned by Breakthrough Community Services. There were no issues detected during the inspection.

**Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units.
92.351(b)**

Relative to marketing its program offerings, the City holds public hearings at least two times annually. There is an existing list of applicants waiting for services. With regard to identifying MBEs, WBEs and otherwise DBEs, the City works with other organizations such as the Area Development Partnership and the Mississippi Development Authority to provide information and services aimed at including these entities in all of its programs.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

The City of Hattiesburg administers no activities/projects/programs relative to its CDBG or HOME program that generates Program Income.

**Describe other actions taken to foster and maintain affordable housing. 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing).
91.320(j)**

The City through one of its CHDO completed rehabilitation of a single family home which will be rented to an income- eligible household.

Attachment

PR26



Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
4426 - CMHC Financial Summary Report
Program Year 2018
HATTESD.PRS.MS

DATE: 07-19-19
TIME: 10:29
PAGE: 1

PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	749,546.00
02 UNLIM. FUND TRANSFER	560,001.00
03 SURPLUS JERAM RENEWAL	0.00
04 SECTION 106 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	0.00
05a CURRENT YEAR SECTION 106 PROGRAM INCOME (LINE 5 - TYPE)	0.00
06 FUNDS RETURNED TO THE FINE OF CREDIT	0.00
06a FUNDS RETURNED TO THE FINE OF CREDIT	0.00
07 FUNDS RETURNED TO THE FINE OF CREDIT	0.00
07a ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM LINES 01-07)	1,309,547.00

PART II: SUMMARY OF CDBG EXPENDITURES

09 DISBURSEMENTS OTHER THAN SECTION 106 REPAYMENTS AND PLANNING/ADMINISTRATION	714,322.52
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BURNT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BURNT (LINE 09 - LINE 10)	714,322.52
12 DISBURSED FUNDS FOR PLANNING/ADMINISTRATION	3,790.53
13 DISBURSED FUNDS FOR SECTION 106 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM LINES 11-14)	718,113.05
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	591,433.94

PART III: LOW/MOD BENEFIT THIS REPORTING PERIOD

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTIFAMILY HOUSING	0.00
19 EXPENDED FOR OTHER LOW/MOD ACTIVITIES	709,071.96
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM LINES 17-20)	709,071.96
22 PERCENT LOW/MOD CREDIT (LINE 21 / LINE 08)	53.37%

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

23 PROGRAM YEARS/PP COVERED IN CERTIFICATION	PP: 2017 PP: 2018 PP:
24 FUND ACTIVITY NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES SUBJECT TO LOW/MOD PERSONS	0.00
26 PERCENT SUBJECT TO LOW/MOD PERSONS (LINE 25 / LINE 21)	0.00%

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27 DISBURSED FUNDS FOR PUBLIC SERVICES	0.00
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 + LINE 29 + LINE 30)	0.00
32 PAYMENT GRANT	560,001.00
33 PRIOR YEAR PROGRAM INCOME	0.00
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM LINES 31-34)	560,001.00
36 PERCENT FUNDS AVAILABLE FOR PS ACTIVITIES (LINE 31 / LINE 35)	0.00%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37 DISBURSED FUNDS FOR PLANNING/ADMINISTRATION	3,790.53
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 + LINE 39 + LINE 40)	3,790.53
42 PAYMENT GRANT	560,001.00
43 CURRENT YEAR PROGRAM INCOME	0.00
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM LINES 41-44)	563,791.53
46 PERCENT FUNDS AVAILABLE FOR PA ACTIVITIES (LINE 41 / LINE 45)	0.68%



Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Elegation Assessment and Information System
PR25 - HUD-Atlanta Summary Report

DATE: 03-19-19
TIME: 10:08
PAGE: 4

Program Year 2016
- ATTIEBUNG, MS

LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

Report returned no data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

Report returned no data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2016	3	1462	6125113	Easton Plaza Substantial Rehabilitation	14A	LMI	\$8,300.00
2016	4	1456	6115774	Basic Rehabilitation/Emergency Repairs	14A	LMI	\$6,449.00
2017	3	1471	6121411	Olivia Van Duren - Substantial Rehabilitation	14A	LMI	\$19,900.00
2017	4	1474	6139287	Olivia Van Duren - Substantial Rehabilitation	14A	LMI	\$13,755.85
2017	4	1474	6135119	Olivia Van Duren - Substantial Rehabilitation	14A	LMI	\$14,568.17
2017	6	1475	6150435	Substantial Rehabilitation at 107 Montague Drive	14A	LMI	\$12,000.00
2017	6	1475	6158191	Substantial Rehabilitation at 107 Montague Drive	14A	LMI	\$1,500.00
2017	6	1475	6172907	Substantial Rehabilitation at 107 Montague Drive	14A	LMI	\$12,200.00
2017	6	1475	6169138	Substantial Rehabilitation at 107 Montague Drive	14A	LMI	\$8,000.00
2017	8	1475	6133789	Substantial Rehabilitation at 107 Montague Drive	14A	LMI	\$6,900.00
2017	8	1474	6107557	Substantial Rehabilitation at 25 Collins Road	14A	LMI	\$572.90
2017	8	1476	6200750	Substantial Rehabilitation at 25 Collins Road	14A	LMI	\$6,707.80
2017	8	476	6219065	Substantial Rehabilitation at 25 Collins Road	14A	LMI	\$4,000.00
2017	9	1476	611000	708 Willis Avenue Avenue Substantial Rehabilitation	14A	LMI	\$13,550.00
					14A	Matrix Code	\$185,064.70
2017	9	1465	6113778	CDIS Housing - Project Delivery	14A	LMI	\$5,961.62
					14H	Matrix Code	\$5,593.82
2017	4	1473	6113774	Project Delivery in support of HOME Housing Activities	14I	LMI	\$1,988.46
2017	6	1474	6122656	Project Delivery in support of HOME Housing Activities	14I	LMI	\$17,615.60
					14I	Matrix Code	\$18,413.46
Total							\$209,071.99

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Report returned no data.

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2017	2	1468	6113779	CDIS Program Administration	21A		\$3,790.53
					21A	Matrix Code	\$3,790.53
Total							\$3,790.53

Proof of Publication and Public Hearing sign in sheet

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Hattiesburg, MS 39402-1859

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3/5/2019	60337

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PineBeltNEWS

ATTENTION: We have a new address for submitting payments. Beginning immediately, please remit payments to: HubCitySPOKES: P.O. Box 1110 - Hattiesburg, MS 39403-1110					Due Date		P.C. #	
					03/20/2019			
					Sales Rep		Telemarkets	
					1			
Date	Description	Size of Ad	Total Inches	Rate	Publication	Amount		
3/7/2019	Legal Notices - 2018 CAPER 03/07	259 words		16.00	News	40.00		
					Total		\$34.00	
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103 P. 40th Ave. • Hattiesburg, MS 39307
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Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FOREST COUNTY
Personally appeared before me, the undersigned person, repre-
sented the Pinebluff News, a weekly newspaper published in
Lamar County and Forest County, Mississippi, who, being duly
sworn, says that the notice, a true copy of which is hereby cer-
nified, appeared in the issues of said newspapers as follows:

Total # of Weeks:	250	Published	1	Times
Date 1st Published:	Mar 7	At:	31.00	
Date 2nd Published:		At:		
Date 3rd Published:		At:		
Date 4th Published:		At:		
Date 5th Published:		At:		
Subtotal Printer's Fee:			31.00	
Proof of Publication Fee:			3.00	
TOTAL:			34.00	

(Signed) Yon H. B...
The Pinebluff News

Sworn to and subscribed before me in my presence, this 7th
day of March, 2019, a Notary Public for the State of Mississippi,
and for the County of Lamar, State of Mississippi.

(Signed) David Gustafson
NOTARY PUBLIC
ID# 100342
DAVID GUSTAFSON
Commission Expires
Oct 4, 2019
LAMAR COUNTY

FOR OFFICE USE ONLY:

- ☐ Env P 02/27
- ☐ Page 02/27
- ☐ File Name: Vol 1 - 2018 CAPER
- ☐ Invoice #: 93327
- ☐ Inv. City/State:
- ☐ Print Ref:
- ☐ PCP ref:

NOTICE OF AVAILABILITY, PUBLIC HEARING, AND PUBLIC COMMENT PERIOD REGARDING

2018 CONSOLIDATED ANNUAL
PERFORMANCE AND EVALUATION
REPORT FOR HOUSING AND COMMU-
NITY DEVELOPMENT PROGRAMS

ATTENTION: ALL HATTIESBURG
MISSISSIPPI RESIDENTS

The City of Hattiesburg, Mississippi, as
required by the U.S. Department of Housing
and Urban Development, is presenting
its 2018 Consolidated Annual Performance
and Evaluation Report (CAPER).
This report provides details on the activities
proposed and completed during the
2018 program year using Community De-

velopment Block Grant (CDBG) and
HOME Investment Partnerships Program
(HOME) entitlement funds.

The draft report will be available for
review beginning March 8, 2019, between
the hours of 8:00 a.m. and 5:00 p.m.,
Monday through Friday, until 5 p.m. March
26, 2019, in City Hall at the Department
of Urban Development's Community De-
velopment Division.

NOTICE is hereby given that the City
of Hattiesburg Department of Urban De-
velopment has scheduled a public hearing
on Friday, March 22, 2019 at 5:15 p.m. in
the U. S. City Council, 320 S. 31st
Street, for the purpose of affording citizens
of Hattiesburg an opportunity to comment
on the CAPER.

Comments related to the performance
report may be mailed to the attention of
Clarence P. Williams, Director of
Urban Development, City of Hattiesburg,
P.O. Box 1886, Hattiesburg, Mississippi
39403-1886, or delivered to City Hall, First
Floor, Department of Urban Development,
203 Forrest Street. Comments will be
considered through March 26, 2019.

PUBLISHED by Order of the Council
on this 20th day of February, 2019.

CITY OF HATTIESBURG
MISSISSIPPI

BY:
CITY CLERK

Toby Barker, Mayor

Published March 7, 2019.

**NOTICE OF AVAILABILITY, PUBLIC
HEARING, AND
PUBLIC COMMENT PERIOD REGARDING:**

2018 CONSOLIDATED ANNUAL
PERFORMANCE AND EVALUATION REPORT
FOR HOUSING AND COMMUNITY
DEVELOPMENT PROGRAMS

ATTENTION: A -A HUSBAND,
MISSISSIPPI RESIDENTS

The City of Hattiesburg, Mississippi, as required by the U.S. Department of Housing and Urban Development, is preparing its 2018 Consolidated Annual Performance and Evaluation Report (CAPER). The report provides details on the activities, progress and accomplishments during the 2018 program year using Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) and other funds.

The draft report will be available for review beginning March 1, 2019, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, until 5 p.m., March 28, 2019, in City Hall at the Department of Urban Development's Community Development Division.

NOTICE is hereby given that the City of Hattiesburg Department of Urban Development has scheduled a public hearing for Friday, March 28, 2019 at 5:00 p.m. in the City of Hattiesburg Community Center, 300 E. 5th Street, for the purpose of allowing citizens of Hattiesburg an opportunity to comment on the CAPER.

Comments related to the performance report may be mailed to the attention of Clarence D. Williams at the Department of Urban Development, City of Hattiesburg, P.O. Box 1886, Hattiesburg, Mississippi 39403-1886, or delivered to City Hall First Floor, Department of Urban Development 300 E. 5th Street. Comments will be considered through March 28, 2019.

Printed by Order of the Council on this, the 6th day of February, 2019.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

Tracy R. Rector, Mayor

Published March 7, 2019

5.6M-IN-SHIFT

djohms@natiesknogs.com
rjones@ketterburgms.com



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2019-248

File ID: 2019-248

Type: Regular Agenda Item

Status: Policy Agenda

Version: 1

Reference:

In Control: City Council

Requester: Andrew Ellard

File Created: 03/22/2019

Brief Title: HOME Program Payment

Final Action:

Minute Book Number: MB 2019-91

Title:

Approve and authorize issuance of manual check for HOME Program Claim per the attached memorandum. {Entitlement HOME}

Notes:

Agenda Date: 04/02/2019

Indexes:

Agenda Number: VI.-7

Sponsors:

Enactment Date:

Attachments: Payment Request #1 for 908 Dabbs Street,
MEMORANDUM for HOME Check Request April 2,
2019 for 908 Dabbs Street

Enactment Number:

Contact:

Meeting Date: 04/02/2019

Drafter: Clarence Williams

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/02/2019					

Text of Legislative File 2019-248

Title

Approve and authorize issuance of manual check for HOME Program Claim per the attached memorandum. {Entitlement HOME}

Summary

HOME Program Claim

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Urban Development Department

Hollimon Construction

Curtis Hollimon

145 Hinton Drive

Hattiesburg, Ms 39401

601.270.3164

Tinnia Jackson

908 Dabbs Street

Hattiesburg, MS 39401

- Removed old roof and installed new 15lb felt
 - Repaired damaged decking
 - Installed new architect shingles
 - Gutted inside of entire house
- Material & Labor: \$15,000.00

Curtis Hollimon

3/22/19

 03/22/19

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard
Department of Urban Development

SUBJECT: Authorize issuance of manual check for HOME Program Claim.

DATE: April 2, 2019

Recipient:	Hollimon Construction
Activity:	Substantial Rehabilitation
Program:	HOME
Project Site:	908 Dabbs Street
Amount Requested:	\$15,000.00
Purpose of Request:	Payment Request #1
Work Provided by:	Hollimon Construction



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2019-243

File ID: 2019-243

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Deborah Bourne

File Created: 03/21/2019

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

Final Action:

Minute Book Number: MB 2019-91

Title:

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

Notes:

Agenda Date: 04/02/2019

Indexes:

Agenda Number: VI.-8

Sponsors:

Enactment Date:

Attachments: Memo's (04-02-19), Receipts (04-02-19), Deeds (04-02-19), Executed grave space deeds (6)

Enactment Number:

Contact:

Meeting Date: 04/02/2019

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/02/2019					

Text of Legislative File 2019-243

Title

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

Summary

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

Budget Information

Expenditure Type

Purchasing Item

Publication Information

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: March 13, 2019

The following represents the grave spaces sold on March 13, 2019.

Marquis powe (Infant)

(1) Space \$ 45.00

Baby Space # 45

Lot 3, Section 3, Highland Cemetery

Booker T. Chapman, Jr

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 68, Section 36, Highland Cemetery

Tony Jones

(1) Space \$ 150.00

West Half (W ½) of the Northeast Quarter (NE ¼)

Lot 37, Section 1, South Hill Cemetery

Hilda Johnson

(2) Spaces \$ 300.00

East Half (E ½) of the Southwest Quarter (SW ¼)

Lot 102, Section 1, South Hill Cemetery

&

West Half (W ½) of the Southeast Quarter (SE ¼)

Lot 102, Section 1, South Hill Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: March 18, 2019

The following represents the grave spaces sold on March 18, 2019.

Ronnie Turner

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 43, Section 35, Highland Cemetery

Dorothy Carter

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 25, Section 27, Highland Cemetery

Gus Saucier

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 57, Section 34, Highland Cemetery

Carl Jones

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 90, Section 37, Highland Cemetery

Kelvin James

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 50, Section 36, Highland Cemetery

Bobby & Barbara Gheorghiu

(2) Spaces \$ 350.00

Southeast Quarter (SE ¼)

Lot 52, Section 34, Highland Cemetery

Timothy Hoard

(1) Space \$ 150.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 61, Section 2, South Hill Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: March 19, 2019

The following represents the grave spaces sold on March 19, 2019.

Melvina Rogers

(1) Space \$175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 53, Section 34, Highland Cemetery

John & Ruthie Zinn

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 58, Section 34, Highland Cemetery

John & Ruthie Zinn

(4) Spaces \$ 700.00

East Half (E ½)

Lot 51, Section 34, Highland Cemetery

The Wynn Family

(8) Spaces 1,400.00

Entire Lot 61, Section 34, Highland Cemetery

Lena Hoard

(1) Space \$ 150.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 62, Section 2, South Hill Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: March 21, 2019

The following represents the grave spaces sold on March 21, 2019,

Barbara J. Thompson

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 53, Section 34, Highland Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03/12/ 20 19

SOLD TO:

Mr. Mrs. Miss Marquis Rowe (Infant)
ADDRESS 707 Maxwell DR. Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

Baby Space # 45 3 Section No. 3 in Highland Cemetery
1/2 1/4 Lot No.

Number of grave spaces 1 Price per grave space \$ 45.00

Price Received \$ 45.00

ck # 1574

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Baurer
Supt. of City Cemeteries

North

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

3749 Oak Grove Rd.
Lot 270
Hattiesburg, MS 39402

Hattiesburg, Miss., 03-08 20 19

SOLD TO:

Mr. Mrs. Miss Broder T. Chapman, Jr.
ADDRESS 5752 Hwy 49 S. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NE 1/4 Lot No. 68 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

ck # 8941

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Baurer
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-07 20 19

SOLD TO:

Mr. Mrs. Miss Tony Jones
ADDRESS 40 Sharmont Dr. Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

W 1/2 NE 1/4 Lot No. 37 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

ck # 2351

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Baurer
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 03/11/ 20 19

SOLD TO:

Mr. Mrs. Miss

Hilda Johnson

ADDRESS

1774 James St. Hattiesburg, Ms. 39401

Desires to purchase the grave space described below, subject to Cemetery regulations.

E $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 102 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

ck # 1137

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 3/11/ 20 19

SOLD TO:

Mr. Mrs. Miss

Hilda Johnson

ADDRESS

1774 James St. Hattiesburg, Ms. 39401

Desires to purchase the grave space described below, subject to Cemetery regulations.

W $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 102 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

ck # 1137

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-15 2019

SOLD TO:

Mr. Mrs. Miss

Bonnie Turner

ADDRESS

2627 McLelland St. Apt. #6 Hattiesburg, MS

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NE 1/4 Lot No. 43 Section No. 35 in Highland Cemetery

Number of grave spaces

Price per grave space \$ 175.00

Price Received \$

175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By

Darby Gibson

Supt. of City Cemeteries

mail to
2229 32nd St

Bulfport, MS

39501

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-15 2019

SOLD TO:

Mr. Mrs. Miss

Dorothy Carter

ADDRESS

2222 Cypress Ave Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NE 1/4 Lot No. 25 Section No. 27 in Highland Cemetery

Number of grave spaces

Price per grave space \$ 175.00

Price Received \$

175.00

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By

Dorothy Gibson

Supt. of City Cemeteries

mail to
12 Ferncrest Loop
Petal, MS 39465

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-14 2019

SOLD TO:

Mr. Mrs. Miss

Gus Saucier

ADDRESS

1807 W Pine Street Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NE 1/4 Lot No. 57 Section No. 34 in Highland Cemetery

Number of grave spaces

Price per grave space \$ 175.00

Price Received \$

175.00

CK# 4045

CITY OF HATTIESBURG, MISSISSIPPI

By

Darby Gibson

Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-15 2019

SOLD TO:

Mr.. Mrs. Miss Carl Jones

ADDRESS 622 New Orleans St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 90 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By Darryl Buler
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-15 2019

SOLD TO:

Mr.. Mrs. Miss Kelvin James

ADDRESS 131 Tanglewood Dr. Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 50 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

ck # 3386

CITY OF HATTIESBURG, MISSISSIPPI

By Darryl Buler
Supt. of City Cemeteries

mail to: 211 Delta Drive East
Hattiesburg, MS 39402
**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-13 2019

SOLD TO:

Mr.. Mrs. Miss Bobby & Barbara George

ADDRESS 805 Hardy Street Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

SE $\frac{1}{2}$ Lot No. 52 Section No. 34 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

ck # 4172

CITY OF HATTIESBURG, MISSISSIPPI

By Darryl Buler
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 13-15 2019

SOLD TO:

Mr. Mrs. Miss Timothy Hoard

ADDRESS 224 Fairway Dr. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 61 Section No. 2 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

CK #18973

CITY OF HATTIESBURG, MISSISSIPPI

By W. H. Nelson
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-18 2019

SOLD TO:

Mr.. Mrs. Miss Melvina Rogers

ADDRESS 211 Rea St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 53 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By James Gibson
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-18 2019

SOLD TO:

Mr.. Mrs. Miss John E Ruthie Zinn

ADDRESS 106 Glenhaven Circle Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 58 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CK # 3759

CITY OF HATTIESBURG, MISSISSIPPI

By James Gibson
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-18 2019

SOLD TO:

Mr.. Mrs. Miss John E Ruthie Zinn

ADDRESS 106 Glenhaven Cir. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E $\frac{1}{2}$ - $\frac{1}{4}$ Lot No. 51 Section No. 34 in Highland Cemetery

Number of grave spaces 4 Price per grave space \$ 175.00

Price Received \$ 700.00

CK # 3759

CITY OF HATTIESBURG, MISSISSIPPI

By James Gibson
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-18 20 19

SOLD TO:

Mr.. Mrs. Miss The Wynn Family

ADDRESS 3300 Fernway Dr. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

entire lot 1/2 1/4 Lot No. 61 Section No. 31 in Highland Cemetery

Number of grave spaces 8 Price per grave space \$ 175.00

Price Received \$ 1400.00

CK #1372

CITY OF HATTIESBURG, MISSISSIPPI

By LaTonya Wilson
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-18 20 19

SOLD TO:

Mr.. Mrs. Miss Lena Hoard

ADDRESS 814 1/2 Arnold St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N SW 1/2 1/4 Lot No. 62 Section No. 2 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

CK #1112

CITY OF HATTIESBURG, MISSISSIPPI

By LaTonya Wilson
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss. 03-20 2019

SOLD TO:

Mr. Mrs. Miss Barbara J. Thompson

ADDRESS 913 N. 37th Ave. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S NW 1/2 Lot No. 53 Section No. 34 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$

175.00

CK # 3935

CITY OF HATTIESBURG, MISSISSIPPI

By

LaTanghalsi

Supt. of City Cemeteries

DEED TO CEMETERY LOT HIGHLAND CEMETERY

Baby Space #45

(SEAL)

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 Booker T. Chapman, Jr., 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 68 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 2nd day of April, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of April 2019.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Tony Jones, 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 Northeast Quarter (NE¼)

Lot Number: 37

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 2nd day of April, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of April, 2019.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Hilda Johnson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½) of the Southwest Quarter (SW¼)

Lot Number: 102

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 2nd day of April, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of April, 2019.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Hilda Johnson, 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 (W $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$)

Lot Number: 102

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 2nd day of April, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of April, 2019.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Ronnie Turner, 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 43 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of April, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of April 2019.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Dorothy Carter, 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 25 Section 27

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 2nd day of April, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of April 2019.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Gus Saucier, 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 57 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of April, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of April 2019.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Carl Jones, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot 90 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 2nd day of April, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of April 2019.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Kelvin James, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot 50 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 2nd day of April, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of April 2019.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Bobby & Barbara Gheorghiu, 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 52 Section Number 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day April 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of April, 2019

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Timothy Hoard, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot Number: 61

Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of April, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of April, 2019.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Melvina Rogers, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot 53 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of April, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of April 2019.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto John & Ruthie Zinn, 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 58 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of April, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of April 2019.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of SEVEN HUNDRED AND NO/100 Dollars (\$700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto John & Ruthie Zinn, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½)

Lot Number 51

Section Number: 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Four (4) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of April, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of April, 2019.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE THOUSAND FOUR HUNDRED AND NO/100 Dollars (\$1,400.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto The Wynn Family, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:.

Entire Lot
Lot Number: 61 Section Number: 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

eight (8) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of April, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of April, 2019.

My Commission Expires: _____ Notary Public: _____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Lena Hoard, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot Number: 62

Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of April, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of April, 2019.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Barbara J. Thompson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 53 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of April, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of April 2019.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of FORTY-FIVE AND NO/100 Dollars (\$45.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Marquis Powe, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Baby Space #45

Lot Number: 3 Section Number: 3
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.

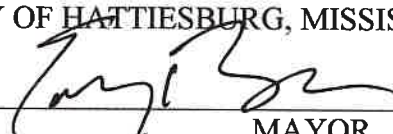
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

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 2nd day of April, 2019.

ATTEST:


DEPUTY CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


(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 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 2nd day of April, 2019

My Commission Expires:

5-28-2022

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 Booker T. Chapman, Jr., 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 68 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.

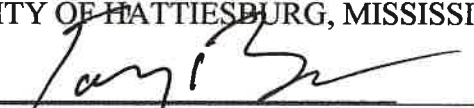
WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of April, 2019.

ATTEST:


CITY CLERK

(SEAL)

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

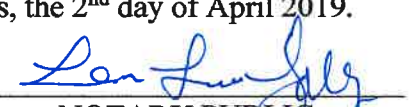
Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered 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 2nd day of April 2019.

My Commission Expires:

5-28-2022




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 Tony Jones, 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 Northeast Quarter (NE¼)

Lot Number: 37

Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

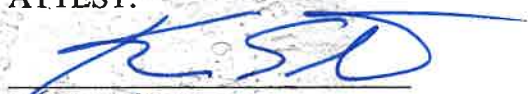
One (1) Grave space (s).

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.

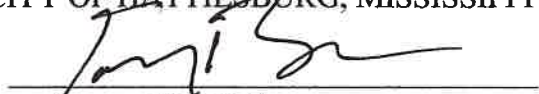
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

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 2nd day of April, 2019.

ATTEST:


CITY CLERK
(SEAL)

CITY OF HATTIESBURG, MISSISSIPPI


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 2nd day of April, 2019.

My Commission Expires:

5-28-2022




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 Hilda Johnson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½) of the Southwest Quarter (SW¼)

Lot Number: 102

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 2nd day of April, 2019.

ATTEST:


CITY CLERK
(SEAL)

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

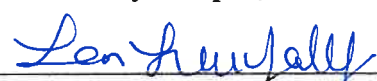
Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered 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 2nd day of April, 2019.

My Commission Expires:

5-28-2022




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 Hilda Johnson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W½) of the Southeast Quarter (SE¼)

Lot Number: 102

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.

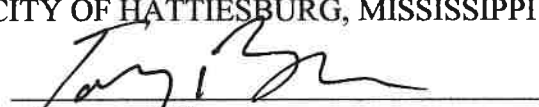
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

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 2nd day of April, 2019.

ATTEST:


CITY CLERK
(SEAL)

CITY OF HATTIESBURG, MISSISSIPPI


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 2nd day of April, 2019.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Ronnie Turner, 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 43 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of April, 2019.

ATTEST:


CITY CLERK

(SEAL)

CITY OF HATTIESBURG, MISSISSIPPI


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 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 2nd day of April 2019.

My Commission Expires:

5-28-2022




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Dorothy Carter, 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 (S $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$)

Lot 25 Section 27

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 2nd day of April, 2019.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


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 2nd day of April 2019.

My Commission Expires:

5-28-2022




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 Gus Saucier, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S¹/₂) of the Northeast Quarter (NE¹/₄)

Lot 57 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of April, 2019.

ATTEST:


CITY CLERK

(SEAL)

CITY OF HATTIESBURG, MISSISSIPPI


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 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 2nd day of April 2019.

My Commission Expires:

5-28-2022




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 Carl Jones, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot 90 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 2nd day of April, 2019.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


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 2nd day of April 2019.

My Commission Expires:

5-28-2022




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 Kelvin James, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot 50 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

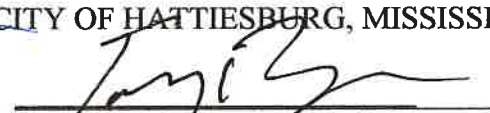
SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and 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 2nd day of April, 2019.

ATTEST:


CITY CLERK


MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

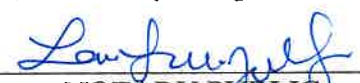
Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered 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 2nd day of April 2019.

My Commission Expires:

5-28-2022




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, Bobby & Barbara Gheorghiu, 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 52 Section Number 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day April 2019.

ATTEST:

CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

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 2nd day of April, 2019

My Commission Expires:

5-28-2022



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 Timothy Hoard, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot Number: 61 Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of April, 2019.

ATTEST:

CITY CLERK
(SEAL)

CITY OF HATTIESBURG, MISSISSIPPI

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 2nd day of April, 2019.

My Commission Expires:

5-28-2022




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 Melvina Rogers, 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 (N $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$)

Lot 53 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

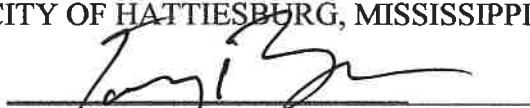
WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of April, 2019.

ATTEST: ~


CITY CLERK

(SEAL)

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

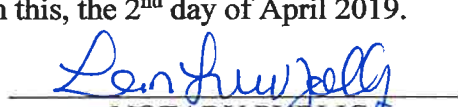
Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered 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 2nd day of April 2019.

My Commission Expires:

5-28-2022




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 John & Ruthie Zinn, 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 58 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of April, 2019.

ATTEST:


CITY CLERK

(SEAL)

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

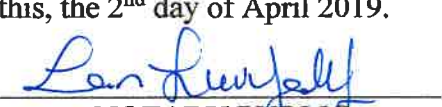
Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered 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 2nd day of April 2019.

My Commission Expires:

5-28-2022




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of SEVEN HUNDRED AND NO/100 Dollars (\$700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto John & Ruthie Zinn, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½)

Lot Number 51

Section Number: 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Four (4) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of April, 2019.

ATTEST:

CITY CLERK

(SEAL)

CITY OF HATTIESBURG, MISSISSIPPI

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 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 2nd day of April, 2019.

My Commission Expires:

5-28-2022



NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE THOUSAND FOUR HUNDRED AND NO/100 Dollars (\$1,400.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto The Wynn Family, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Entire Lot

Lot Number: 61

Section Number: 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

eight (8) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

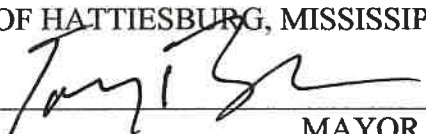
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of April, 2019.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


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 2nd day of April, 2019.

My Commission Expires: 5-28-2022

Notary Public: Lan Luu Jolly



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 Lena Hoard, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot Number: 62

Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

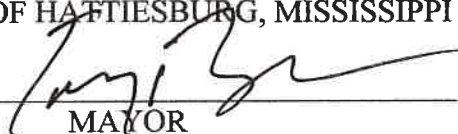
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of April, 2019.

ATTEST:


CITY CLERK
(SEAL)

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

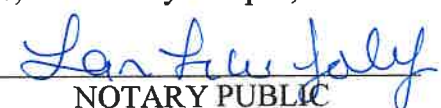
Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered 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 2nd day of April, 2019.

My Commission Expires:

5-28-2022




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 Barbara J. Thompson, 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 (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$)

Lot 53 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of April, 2019.

ATTEST:


CITY CLERK

(SEAL)

CITY OF HATTIESBURG, MISSISSIPPI


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 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 2nd day of April 2019.

My Commission Expires:

5-28-2022




NOTARY PUBLIC



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2019-260

File ID: 2019-260

Type: Regular Agenda Item

Status: Routine Agenda

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 03/25/2019

Brief Title: Claims docket for the period ending 3/31/2019.

Final Action:

Minute Book Number: MB 2019-91

Title:

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

Notes:

Agenda Date: 04/02/2019

Indexes:

Agenda Number: VI.-9

Sponsors:

Enactment Date:

Attachments: DOCKET 19.03-31

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/02/2019					

Text of Legislative File 2019-260

Title

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

Summary

Claims docket for the period ending 3/31/2019.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 03/27/19

PERIOD ENDING MARCH 31, 2019

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 A A A AMBULANCE SERVICE	19-10579	THO	00187909	18003820 SRVS 2/18/19 THOMAS PRISONER	03/31/19	269510	259.63-

A A A AMBULANCE SERVICE							
Sum							259.63-
00001 AFFORDABLE EMERGENCY LIG	1185 (A)		00187468	18003686 SIREN REPR U#19817 POLICE	03/31/19	269514	170.00-
00001 AFFORDABLE EMERGENCY LIG	1185 (B)		00187468	18003687 WATCHGRD REPR U#18205 POLICE	03/31/19	269514	170.00-
00001 AFFORDABLE EMERGENCY LIG	1186		00187506	18003688 INSTALL TINT U#21149 POLICE	03/31/19	269514	225.00-
00001 AFFORDABLE EMERGENCY LIG	1187		00187506	18003689 WATCHGRD REPR U#17596 POLICE	03/31/19	269514	340.00-
00001 AFFORDABLE EMERGENCY LIG	1188		00187650	18003710 CRADLEPOINT/ANTENNA U#20430	03/31/19	269514	340.00-
00001 AFFORDABLE EMERGENCY LIG	1190		00187695	18003725 RMVL DIRECTIONAL BAR U#16768	03/31/19	269514	85.00-

AFFORDABLE EMERGENCY LIG							
Sum							1,330.00-
00001 AIRGAS USA LLC (NORDAN S	9960039642		00187746	18003669 CYLINDER RENT FIRE DEPT	03/31/19	269517	182.87-
00001 AIRGAS USA LLC (NORDAN S	9960039643		00187746	18003670 CYLINDER RENT FIRE DEPT	03/31/19	269517	28.48-
00001 AIRGAS USA LLC (NORDAN S	9086739119		00187290	18003849 REPR/MAINT SUPP P/W SHOP	03/31/19	269517	345.98-
00001 AIRGAS USA LLC (NORDAN S	9086739120		00187293	18003850 WELDING SUPP P/W SHOP	03/31/19	269517	119.95-
00001 AIRGAS USA LLC (NORDAN S	9086739121		00187295	18003851 WELDING SUPP P/W SHOP	03/31/19	269517	401.53-
00001 AIRGAS USA LLC (NORDAN S	9086739122		00187300	18003852 WELDING SUPP P/W SHOP	03/31/19	269517	217.77-

AIRGAS USA LLC (NORDAN S							
Sum							1,296.58-
00001 ALABAMA FIRE COLLEGE	REG ROBERTS		00187653	18003580 REG ROBERTS SAFETY ED CLASS	03/31/19	269518	360.00-
00001 ALABAMA FIRE COLLEGE	REG MOBLEY 5		00187608	18003597 REG MOBLEY FIRE INSPECTOR CLS	03/31/19	269518	570.00-
00001 ALABAMA FIRE COLLEGE	REG DANIELS		00187608	18003598 REG DANIELS FIRE INSPECT CLS	03/31/19	269518	570.00-
00001 ALABAMA FIRE COLLEGE	REG WADE 7/8		00187632	18003642 REG WADE FIRE INSPECTOR CLASS	03/31/19	269518	570.00-
00001 ALABAMA FIRE COLLEGE	PO#187647 3/		00187647	18003726 FIRE INSPECTOR TEXT BOOKS	03/31/19	269518	395.85-

ALABAMA FIRE COLLEGE							
Sum							2,465.85-
00001 ANOINTED HANDS SERVICES, 5989			00187237	18003636 SRVS 3/19 EMP MED CLINIC	03/31/19	269524	280.00-
00001 ANOINTED HANDS SERVICES, 5987 TRAFFIC			00187690	18003644 SERVS 2/19 TRAFFIC	03/31/19	269524	375.00-
00001 ANOINTED HANDS SERVICES, 5987 ENGR			00187690	18003645 SERVS 2/19 ENGR DEPT	03/31/19	269524	495.00-

ANOINTED HANDS SERVICES,							
Sum							1,150.00-
00001 ARNOLD LINE WATER ASSN I	101424		00187917	18003825 DAMAGE REIMB H98/PRIORITY ONE	03/31/19	269525	9,873.25-

ARNOLD LINE WATER ASSN I							
Sum							9,873.25-
00001 ASPHALT INSTITUTE	REG WHITE 3/		00187732	18003673 REG WHITE SEMINAR RICHLAND,MS	03/31/19	269526	695.00-

ASPHALT INSTITUTE							
Sum							695.00-
00001 AT&T	601M26940440	00020196	18003586	MNTHLY SRV 3/8-4/7/19 POLICE	03/31/19	269527	76.00-

00001 AT&T	601545491010	02019441	18003631	SERV 3/8-4/7/19 POL DISPATCH	03/31/19	269528	170.60-
00001 AT&T	M26684200105	00187736	18003662	INTERACT SUPPORT 3/8-4/7/19	03/31/19	269529	6,790.00-
00001 AT&T	M26491400105	00187736	18003663	INTERACT SUPPORT 3/8-4/7/19	03/31/19	269530	47.00-
00001 AT&T	056314932900	02019461	18003841	SRV 2/15-3/15/19 POL DISPATCH	03/31/19	269531	43.28-

AT&T							
Sum							7,126.88-
00001 AT&T MOBILITY	287273578351	00187666	18003569	WIRELESS SERV 2/19 VARI DEPTS	03/31/19	269532	9,950.67-
00001 AT&T MOBILITY	287273861504	00187669	18003573	GPS TRACKING 2/19 VARI DEPTS	03/31/19	269532	5,096.40-

AT&T MOBILITY							
Sum							15,047.07-
00001 AUTO ARMATURE SERVICE IN 16389		00188006	18003900	BATTERY U#20662 POLICE	03/31/19	269533	149.95-

AUTO ARMATURE SERVICE IN							
Sum							149.95-
00001 AUTO ZONE	0139935590	00187648	18003696	HAND TOOLS P/W SHOP	03/31/19	269534	61.97-

AUTO ZONE							
Sum							61.97-
00001 BATTERY WORLD	147521	00186360	18003797	AIR PACK BATTERIES FIRE DEPT	03/31/19	269537	191.20-

BATTERY WORLD							
Sum							191.20-
00001 BILL'S PLUMBING CO	28810	00187253	18003781	PLUMB REPR #7 FIRE STA	03/31/19	269539	1,531.99-

BILL'S PLUMBING CO							
Sum							1,531.99-
00001 BODY TECH INC	4750 PO#1870	00187438	18003745	ADDL AMT DUE U#20846 REPRS	03/31/19	269541	765.15-
00001 BODY TECH INC	4750 PO#1870	00187056	18003746	REPRS U#20846 POLICE	03/31/19	269541	4,503.60-
00001 BODY TECH INC	4750 PO#1874	00187420	18003903	DOOR REPR U#17577 POLICE	03/31/19	269541	837.20-

BODY TECH INC							
Sum							6,105.95-
00001 BRACKMAN MOWER WAREHOUSE 43813		00187571	18003618	REPRS PUBLIC WORKS MOWER	03/31/19	269542	145.00-

BRACKMAN MOWER WAREHOUSE							
Sum							145.00-
00001 BROADDUS & ASSOCIATES	4103-19	00187892	18003811	CONSULTANT SERVS 2/19	03/31/19	269545	647.50-

BROADDUS & ASSOCIATES							
Sum							647.50-
00001 C A L E A INC	REG NORRIS 5	00187898	18003816	REG NORRIS CONF HUNTSVILLE,AL	03/31/19	269549	675.00-

C A L E A INC							
Sum							675.00-
00001 C D W GOVERNMENT	RFC0168	00186883	18003734	ADOBE PRO SUBSCRIPT IT DEPT	03/31/19	269550	1,173.99-
00001 C D W GOVERNMENT	RDZ5679	00186883	18003735	ADOBE PHOTOSHOP SCRIPT IT	03/31/19	269550	208.99-
00001 C D W GOVERNMENT	RGJ0837	00186930	18003743	INSTALL EQUIP 10 NEW UNITS	03/31/19	269550	1,426.07-
00001 C D W GOVERNMENT	RJC9468	00186930	18003744	INSTALL EQUIP 10 NEW UNITS	03/31/19	269550	643.73-

C D W GOVERNMENT							

Sum										3,452.78-
00001	C SPIRE	(MEGAGATE)	CSBS-683013	00187665	18003571	INTERNET/NETWORK 3/19	IT DEPT	03/31/19	269551	15,928.95-
00001	C SPIRE	(MEGAGATE)	MGABUS-20587	00187665	18003572	INTERNET/NETWORK 3/19	IT DEPT	03/31/19	269551	1,304.49-

C SPIRE	(MEGAGATE)									
Sum										17,233.44-
00001	CAMPER CITY OF HATTIESBU	42554		00185427	18003704	WINCH NEW YR BALL DROP EVENT		03/31/19	269555	640.00-

CAMPER CITY OF HATTIESBU										
Sum										640.00-
00001	CANON FINANCIAL SERVICES	19883681		00187753	18003660	COPIER 3/19	PURCHASING DEPT	03/31/19	269556	197.42-

CANON FINANCIAL SERVICES										
Sum										197.42-
00001	CARQUEST AUTO PARTS STOR	14758-121706		00187500	18003653	REPR PTS U#19845	CONSTR	03/31/19	269558	55.33-
00001	CARQUEST AUTO PARTS STOR	14758-121845		00187654	18003693	REPR PTS U#11945	TRAFFIC	03/31/19	269558	130.82-
00001	CARQUEST AUTO PARTS STOR	14758-121813		00187609	18003697	SUPP PUBLIC WORKS	SHOP	03/31/19	269558	45.96-
00001	CARQUEST AUTO PARTS STOR	14758-121323		00187211	18003766	WIPER BLADES	SANIT UNITS	03/31/19	269558	173.57-
00001	CARQUEST AUTO PARTS STOR	14758-122100		00187825	18003805	REPR PTS U#14758	CONSTR	03/31/19	269558	473.21-
00001	CARQUEST AUTO PARTS STOR	14758-122103		00187833	18003853	REPR PTS U#18887	SANIT	03/31/19	269558	118.29-
00001	CARQUEST AUTO PARTS STOR	14758-121319		00187201	18003901	REPR PTS VARI	POLICE UNITS	03/31/19	269558	1,049.37-
00001	CARQUEST AUTO PARTS STOR	14758-122190		00187867	18003902	REPR PTS VARI	POLICE UNITS	03/31/19	269558	964.64-

CARQUEST AUTO PARTS STOR										
Sum										3,011.19-
00001	CENTER FOR GOVERNMENT AN	REG COLE 5/1		00187682	18003588	REG COLE MMC	ACDMY RAYMOND,MS	03/31/19	269559	100.00-
00001	CENTER FOR GOVERNMENT AN	REG JOLLY 5/		00187682	18003589	REG JOLLY MMC	ACDMY RAYMOND	03/31/19	269560	100.00-

CENTER FOR GOVERNMENT AN										
Sum										200.00-
00001	CENTRAL ALABAMA TRAINING	17032004		00187491	18003750	CASCADE MACH	REPR P/F ACDMY	03/31/19	269561	252.50-

CENTRAL ALABAMA TRAINING										
Sum										252.50-
00001	CERTIFIED LABORATORIES	3481219		00187760	18003912	CHEMICALS	P/W SHOP	03/31/19	269563	1,954.70-

CERTIFIED LABORATORIES										
Sum										1,954.70-
00001	CHEM-AQUA	3474503		00180277	18003830	SRVS 2/19	WTR TRTMT PROGRAM	03/31/19	269566	752.08-

CHEM-AQUA										
Sum										752.08-
00001	CINTAS CORPORATION #J66	J66638339		00187619	18003599	UNIFORMS 3/11	TRAFFIC	03/31/19	269571	31.32-
00001	CINTAS CORPORATION #J66	J66638865		00187619	18003600	MOP/MAT 3/13	TRAFFIC	03/31/19	269571	7.90-
00001	CINTAS CORPORATION #J66	J66639531		00187698	18003646	UNIFORMS 3/18	PUBLIC WORKS	03/31/19	269571	87.16-
00001	CINTAS CORPORATION #J66	J66639528		00187698	18003647	UNIFORMS 3/18	PUBLIC WORKS	03/31/19	269571	30.44-
00001	CINTAS CORPORATION #J66	J66639525		00187698	18003648	UNIFORMS 3/18	PUBLIC WORKS	03/31/19	269571	25.00-
00001	CINTAS CORPORATION #J66	J66639524		00187698	18003649	MOP/MAT 3/18	GO&FS	03/31/19	269571	24.96-
00001	CINTAS CORPORATION #J66	J66639124		00187698	18003650	MOP/MAT 3/14	GO&FS	03/31/19	269571	24.04-
00001	CINTAS CORPORATION #J66	J66639527		00187698	18003651	UNIFORMS 3/18	AIRPORT	03/31/19	269571	107.60-
00001	CINTAS CORPORATION #J66	J66639526		00187731	18003674	UNIFORMS 3/18	CONSTR	03/31/19	269571	79.51-
00001	CINTAS CORPORATION #J66	J66639530		00187731	18003675	UNIFORMS 3/18	P/W SHOP	03/31/19	269571	44.28-

00001	CINTAS CORPORATION	#J66	J66639529	00187741	18003676	UNIFORMS 3/18 SANIT	03/31/19	269571	152.06-
00001	CINTAS CORPORATION	#J66	J66639532	00187863	18003783	UNIFORMS 3/18 TRAFFIC	03/31/19	269571	31.32-
00001	CINTAS CORPORATION	#J66	J66640072	00187863	18003784	MOP/MAT 3/20 TRAFFIC	03/31/19	269571	7.90-
00001	CINTAS CORPORATION	#J66	J66640751	00187912	18003832	UNIFORMS 3/25 PUBLIC WORKS	03/31/19	269571	66.94-
00001	CINTAS CORPORATION	#J66	J66640749	00187912	18003833	UNIFORMS 3/25 PUBLIC WORKS	03/31/19	269571	86.21-
00001	CINTAS CORPORATION	#J66	J66640746	00187912	18003834	UNIFORMS 3/25 PUBLIC WORKS	03/31/19	269571	30.44-
00001	CINTAS CORPORATION	#J66	J66640745	00187912	18003835	UNIFORMS 3/25 PUBLIC WORKS	03/31/19	269571	107.68-
00001	CINTAS CORPORATION	#J66	J66640337	00187912	18003836	MOP/MAT 3/21 GO&FS	03/31/19	269571	24.04-
00001	CINTAS CORPORATION	#J66	J66640752	00187912	18003837	MOP/MAT 3/25 GO&FS	03/31/19	269571	23.63-
00001	CINTAS CORPORATION	#J66	J66640743	00187912	18003838	MOP/MAT 3/25 GO&FS	03/31/19	269571	25.00-
00001	CINTAS CORPORATION	#J66	J66640748	00187946	18003839	UNIFORMS 3/25 P/W SHOP	03/31/19	269571	99.23-
00001	CINTAS CORPORATION	#J66	J66640744	00187946	18003840	UNIFORMS 3/25 CONSTR	03/31/19	269571	79.51-
00001	CINTAS CORPORATION	#J66	J66640747	00187968	18003874	UNIFORMS 3/25 SANIT	03/31/19	269571	141.62-
00001	CINTAS CORPORATION	#J66	J66637235	00187970	18003875	UNIFORMS 3/04 CEM/FORESTRY	03/31/19	269571	74.55-
00001	CINTAS CORPORATION	#J66	J66638454	00187970	18003876	UNIFORMS 3/11 CEM/FORESTRY	03/31/19	269571	55.32-
00001	CINTAS CORPORATION	#J66	J66639647	00187970	18003877	UNIFORMS 3/18 CEM/FORESTRY	03/31/19	269571	59.50-
00001	CINTAS CORPORATION	#J66	J66640872	00187970	18003878	UNIFORMS 3/25 CEM/FORESTRY	03/31/19	269571	59.50-
00001	CINTAS CORPORATION	#J66	J66637234	00187970	18003879	MOP/MAT 3/04 CEM/FORESTRY	03/31/19	269571	15.70-
00001	CINTAS CORPORATION	#J66	J66638453	00187970	18003880	MOP/MAT 3/11 CEM/FORESTRY	03/31/19	269571	15.70-
00001	CINTAS CORPORATION	#J66	J66639646	00187970	18003881	MOP/MAT 3/18 CEM/FORESTRY	03/31/19	269571	15.70-
00001	CINTAS CORPORATION	#J66	J66640871	00187970	18003882	MOP/MAT 3/25 CEM/FORESTRY	03/31/19	269571	15.70-

CINTAS CORPORATION #J66									
Sum									1,649.46-
00001	CITY OF HATTIESBURG FUND	TRF 3RD 3/19	02019462	18003831	TRF 3RD 3/19	PAYROLL	03/26/19	113507	955,864.37-

CITY OF HATTIESBURG FUND									
Sum									955,864.37-
00001	CLARION LEDGER (ADVERTIS	211698 23102	00187623	18003585	CITY WIDE ADS AND NOTICES		03/31/19	269572	148.70-

CLARION LEDGER (ADVERTIS									
Sum									148.70-
00001	CLEMTS HARDWARE	122775	00187644	18003612	TARGET STAPLES P/F ACADEMY		03/31/19	269573	59.96-

CLEMTS HARDWARE									
Sum									59.96-
00001	COLE, RONDA	TRAV ADVANCE	00187683	18003587	TRAV ADV MMC ACDMY RAYMOND,MS		03/31/19	269574	411.74-

COLE, RONDA									
Sum									411.74-
00001	COMCAST CABLEVISION OF H	839641073089	00187745	18003664	CABLE 3/15-4/14/19	CITY HALL	03/31/19	269575	240.12-
00001	COMCAST CABLEVISION OF H	839641073089	00187956	18003869	CABLE 3/20-4/19	PUB WORKS	03/31/19	269576	73.26-

COMCAST CABLEVISION OF H									
Sum									313.38-
00001	COMPREHENSIVE RADIOLOGY	ICRS71740 TH	00187783	18003711	SERVS 2/18/19	THOMAS PRISONER	03/31/19	269577	684.00-

COMPREHENSIVE RADIOLOGY									
Sum									684.00-
00001	COMSOUTH	191713	00187352	18003763	RADIOS CONSTR	DEPT	03/31/19	269578	4,200.00-

COMSOUTH									

Sum							4,200.00-
00001 CONSOLIDATED FLEET SERVI	2019EE0031	00183904 18003731	TEST LADDERS FIRE DEPT	03/31/19	269579		703.25-

CONSOLIDATED FLEET SERVI							
Sum							703.25-
00001 COURTESY MOTORS INC	246483	00187062 18003847	LUGGAGE RACK U#20431 ENGR	03/31/19	269582		115.65-

COURTESY MOTORS INC							
Sum							115.65-
00001 COURTNEY'S RESTAURANT EQ	12602	00187639 18003727	ICE MACHINE REPR #8 FIRE STA	03/31/19	269583		414.10-
00001 COURTNEY'S RESTAURANT EQ	12610	00187878 18003843	CHECK ICE MACHINE POLICE DEPT	03/31/19	269583		90.00-

COURTNEY'S RESTAURANT EQ							
Sum							504.10-
00001 COWBOY MALONEY'S ELECTRI	TQ2451	00187716 18003694	FREEZER MOSQUITO/HEALTH DIV	03/31/19	269584		169.99-

COWBOY MALONEY'S ELECTRI							
Sum							169.99-
00001 CUSTOM AUTO CREATIONS	1060 PO#1863	00186353 18003748	STRIP 10 NEW POLICE UNITS	03/31/19	269587		6,500.00-

CUSTOM AUTO CREATIONS							
Sum							6,500.00-
00001 CUSTOM PRODUCTS CORP	317021	00187559 18003758	PARKING SPACE STENCIL	03/31/19	269588		154.67-

CUSTOM PRODUCTS CORP							
Sum							154.67-
00001 DANIELS, ROBERT	TRAV ADVANCE	00187638 18003578	TRAV ADV FIRE INSPECTOR CLASS	03/31/19	269589		871.00-

DANIELS, ROBERT							
Sum							871.00-
00001 DEERE & COMPANY	116533801	00187021 18003654	JOHN DEERE GATOR CEMETERY	03/31/19	269591		6,884.41-

DEERE & COMPANY							
Sum							6,884.41-
00001 DENSON OIL COMPANY INC	119940	00187702 18003792	GAS FOR P/W FUEL STATION	03/31/19	269593		11,418.00-
00001 DENSON OIL COMPANY INC	119939	00187702 18003793	DIESEL FOR P/W FUEL STATION	03/31/19	269593		6,722.34-

DENSON OIL COMPANY INC							
Sum							18,140.34-
00001 DRYMAN, DEBRA ANN	109005	00187791 18003708	MAYOR'S OFFICE CURTAINS LABOR	03/31/19	269596		350.00-

DRYMAN, DEBRA ANN							
Sum							350.00-
00001 EATON, ALVIN K (PETTY CA	PETTY CASH 2	00187872 18003770	PETTY CASH 2/19 VARI DEPTS	03/31/19	269602		642.92-

EATON, ALVIN K (PETTY CA							
Sum							642.92-
00001 ECONOMY SUPPLY CO	008841	00187615 18003621	RAKES/SHOVELS GAC/SANIT	03/31/19	269604		319.25-
00001 ECONOMY SUPPLY CO	009339	00187819 18003759	ROOF TAR/BRUSHES CLINIC/LIFE	03/31/19	269604		163.35-
00001 ECONOMY SUPPLY CO	009142	00187729 18003767	LEAK REPR MATLS PINE ST GARG	03/31/19	269604		60.95-
00001 ECONOMY SUPPLY CO	009397	00187839 18003854	FORMICA/SUPP SANIT KITCHEN	03/31/19	269604		242.89-

ECONOMY SUPPLY CO

Sum									786.44-
00001	EMERGENCY EQUIPMENT PROF	441381(A)	00186669	18003886	REPRS U#15491	FIRE ENGINE #5	03/31/19	269606	1,542.30-
00001	EMERGENCY EQUIPMENT PROF	441381(B)	00186954	18003887	ADDL AMT DUE	PO#186669	03/31/19	269606	1,836.53-
00001	EMERGENCY EQUIPMENT PROF	441381(C)	00187319	18003888	ADDL AMT DUE	PO#186669	03/31/19	269606	3,156.00-

EMERGENCY EQUIPMENT PROF

Sum									6,534.83-
00001	EMPIRE TRUCK SALES (H'BU	CE006148670:	00187454	18003628	REPR PTS U#20067	HEALTH	03/31/19	269607	35.52-

EMPIRE TRUCK SALES (H'BU

Sum									35.52-
00001	EMPIRE TRUCK SALES (JACKS	CE006148630:	00187139	18003622	REPR PTS U#20071	SANIT	03/31/19	269608	174.09-
00001	EMPIRE TRUCK SALES (JACKS	CE006148871:	00187399	18003623	REPR PTS U#20091	SANIT	03/31/19	269608	82.11-
00001	EMPIRE TRUCK SALES (JACKS	CE006148758:	00187514	18003624	REPR PTS U#19887	SANIT	03/31/19	269608	703.14-
00001	EMPIRE TRUCK SALES (JACKS	CE006148582:	00187596	18003625	REPR PTS U#20091	SANIT	03/31/19	269608	198.42-
00001	EMPIRE TRUCK SALES (JACKS	CE006149006:	00187752	18003698	REPR PTS U#20068	SANIT	03/31/19	269608	25.89-
00001	EMPIRE TRUCK SALES (JACKS	CE006148899:	00187360	18003855	REPR PTS VARI	SANIT UNITS	03/31/19	269608	705.08-

EMPIRE TRUCK SALES (JACKS

Sum									1,888.73-
00001	EQUIFAX INFORMATION SERV	256VC00165 5	00187816	18003703	ONLINE INVESTIGATION	POLICE	03/31/19	269609	10.62-

EQUIFAX INFORMATION SERV

Sum									10.62-
00001	FASTENAL COMPANY	MSHAT216205	00187057	18003620	RAINSUITS/SAFETY GEAR	SANIT	03/31/19	269612	449.34-

FASTENAL COMPANY

Sum									449.34-
00001	FEDERAL EXPRESS	6-488-70675	00187770	18003659	SERVS 3/5/19	ACCTG DEPT	03/31/19	269613	23.06-

FEDERAL EXPRESS

Sum									23.06-
00001	FERGUSON ENTERPRISES INC	8893978	00187625	18003842	PLUMB SUPP CITY HALL	RESTROOM	03/31/19	269614	603.73-

FERGUSON ENTERPRISES INC

Sum									603.73-
00001	FORESTRY SUPPLIERS INC	496787-00	00187789	18003911	FIELD SUPPLIES ENGR	DEPT	03/31/19	269619	334.65-

FORESTRY SUPPLIERS INC

Sum									334.65-
00001	FORREST CTY SUPERVISORS	JAIL 12/18 E	00187778	18003720	JAIL 12/18	EXPENSES	03/31/19	269621	47,640.00-
00001	FORREST CTY SUPERVISORS	JAIL 12/18 M	00187778	18003721	JAIL 12/18	MEDICAL	03/31/19	269621	917.44-

FORREST CTY SUPERVISORS

Sum									48,557.44-
00001	FORREST GENERAL HOSPITAL	H90093541600	00187787	18003712	SRVS 5/1/18	BREWER PRISONER	03/31/19	269622	2,869.00-
00001	FORREST GENERAL HOSPITAL	H90095367100	00187787	18003713	SRVS 6/5/19	BUTLER PRISONER	03/31/19	269622	1,025.00-
00001	FORREST GENERAL HOSPITAL	H9007762500	00187787	18003714	SRVS 6/29/17	FORET PRISONER	03/31/19	269622	5,100.00-
00001	FORREST GENERAL HOSPITAL	H90083084002	00187787	18003715	SRVS 10/11/17	GALES PRISONER	03/31/19	269622	1,481.00-
00001	FORREST GENERAL HOSPITAL	H90085942600	00187787	18003716	SRVS 12/5/17	GARDNER PRISONER	03/31/19	269622	2,740.00-
00001	FORREST GENERAL HOSPITAL	H90095246801	00187787	18003717	SRVS 6/2/18	RILEY PRISONER	03/31/19	269622	8,470.25-

00001 FORREST GENERAL HOSPITAL	H90096852101	00187787	18003718	SRVS 7/2/18 SMITH PRISONER	03/31/19	269622	6,146.85-
00001 FORREST GENERAL HOSPITAL	H90087951701	00187787	18003719	SRVS 1/13/18 YOUNG PRISONER	03/31/19	269622	3,759.00-

FORREST GENERAL HOSPITAL							
Sum							31,591.10-
00001 FRAZIER, NKRUMAH		TRAV ADVANCE	00187884	18003786 TRAV ADV PLAN/FACIL MEETINGS	03/31/19	269623	209.68-

FRAZIER, NKRUMAH							
Sum							209.68-
00001 FUELMAN OF MS	BG127044 NP5	00188008	18003899	FUEL CHGS 3/11-17/19 POLICE	03/31/19	269624	104.89-

FUELMAN OF MS							
Sum							104.89-
00001 FV RECYCLING	2019-16946	00187735	18003678	RECYCLE FEES 3/19 SANIT	03/31/19	269625	137.50-
00001 FV RECYCLING	2019-16947	00187735	18003679	RECYCLE FEES 3/19 SANIT	03/31/19	269625	38.00-
00001 FV RECYCLING	2019-16985	00187735	18003680	RECYCLE FEES 3/19 SANIT	03/31/19	269625	19.50-
00001 FV RECYCLING	2019-17017	00187735	18003681	RECYCLE FEES 3/19 SANIT	03/31/19	269625	126.25-

FV RECYCLING							
Sum							321.25-
00001 GILLILANDS ELECTRONICS S	68637	00187870	18003777	FIRE ALARM 2/19-2/20 POL DEPT	03/31/19	269628	420.00-
00001 GILLILANDS ELECTRONICS S	68636	00187870	18003778	FIRE ALARM 3/19-3/10 EVIDENCE	03/31/19	269628	420.00-
00001 GILLILANDS ELECTRONICS S	68586	00187871	18003779	PHONE RENT 2/19 POLICE DEPT	03/31/19	269628	884.99-
00001 GILLILANDS ELECTRONICS S	68777	00187877	18003785	MOVE PHONE EXTN SANIT DEPT	03/31/19	269628	85.00-
00001 GILLILANDS ELECTRONICS S	68810	00187896	18003812	PHONE RENT 3/19 POLICE DEPT	03/31/19	269628	884.99-
00001 GILLILANDS ELECTRONICS S	68844	00187925	18003818	ALARM SYS 4/19-4/20 FIRE ADM	03/31/19	269628	480.00-
00001 GILLILANDS ELECTRONICS S	68779	00187958	18003867	CAMERA REPR P/F ACADEMY	03/31/19	269628	85.00-
00001 GILLILANDS ELECTRONICS S	68915	00188012	18003896	PHONE REPR TRAFFIC DEPT	03/31/19	269628	85.00-

GILLILANDS ELECTRONICS S							
Sum							3,344.98-
00001 GLADDEN LAW OFFICE PLLC	0213	00187893	18003810	SRVS 3/19 PLAN/ZONE/CODE	03/31/19	269629	2,040.00-

GLADDEN LAW OFFICE PLLC							
Sum							2,040.00-
00001 GRANNY HOME COOKIN'	020552	00187733	18003656	FOOD SOUL FOOD DINNER 2/14/19	03/31/19	269630	400.00-

GRANNY HOME COOKIN'							
Sum							400.00-
00001 H'BURG DOWNTOWN ASSN	2019 RENEWAL	00187962	18003870	STRATEGIC PARTNERSHIP RENEWAL	03/31/19	269635	55,000.00-

H'BURG DOWNTOWN ASSN							
Sum							55,000.00-
00001 HANCOCK BANK TRUST & FIN	3/25/19 DUE	02019460	18003819	MDB 2001 BONDS 12/22/08	03/26/19	113506	2,228.40-

HANCOCK BANK TRUST & FIN							
Sum							2,228.40-
00001 HATTIESBURG HYDRAULICS I	78157	00187879	18003910	REPR PTS U#9781 TRAFFIC	03/31/19	269642	85.01-

HATTIESBURG HYDRAULICS I							
Sum							85.01-
00001 HAVARD PEST CONTROL INC	1139719	02019468	18003883	INSTALL SENTRICON POLICE DEPT	03/31/19	269644	3,495.00-

HAVARD PEST CONTROL INC								
Sum								3,495.00-
00001	HD SUPPLY FACILITIES MAI	1807065808	00186299	18003655	PARKING VIOLATION BAGS POLICE	03/31/19	269645	7.00-

HD SUPPLY FACILITIES MAI								
Sum								7.00-
00001	HEADSETS DIRECT INC	64511	00187645	18003637	HEADSETS/AMPLIFIERS DISPATCH	03/31/19	269646	764.15-

HEADSETS DIRECT INC								
Sum								764.15-
00001	HOL-MAC CORPORATION	355435	00187291	18003845	REPR PTS U#16081 PUB WORKS	03/31/19	269649	2,626.25-

HOL-MAC CORPORATION								
Sum								2,626.25-
00001	HOLLAND VETERINARY HOSPI	ACT#85 19734	00187637	18003574	SERVS VOO DOO POLICE K-9	03/31/19	269650	58.00-
00001	HOLLAND VETERINARY HOSPI	ACCT#85 1975	00187637	18003575	SERVS OTTER POLICE K-9	03/31/19	269650	107.50-

HOLLAND VETERINARY HOSPI								
Sum								165.50-
00001	HONDA SPORTS CENTER	87768	00187531	18003728	TIE DOWN STRAPS CEMETERY	03/31/19	269651	35.90-

HONDA SPORTS CENTER								
Sum								35.90-
00001	HUB CITY MAKERS (REFUNDS	DAMAGE DEP R 02019453	18003791		DAMAGE DEPOSIT REFUND	03/31/19	269652	300.00-

HUB CITY MAKERS (REFUNDS								
Sum								300.00-
00001	HUB CITY SPOKES	93342	00187603	18003594	CITY WIDE ADS AND NOTICES	03/31/19	269653	28.08-
00001	HUB CITY SPOKES	93337	00187603	18003595	CITY WIDE ADS AND NOTICES	03/31/19	269653	34.08-
00001	HUB CITY SPOKES	93340	00187754	18003657	CITY WIDE ADS AND NOTICES	03/31/19	269653	56.24-
00001	HUB CITY SPOKES	93322	00187755	18003658	CITY WIDE ADS AND NOTICES	03/31/19	269653	163.96-
00001	HUB CITY SPOKES	93457	00187807	18003699	CITY WIDE ADS AND NOTICES	03/31/19	269653	117.60-
00001	HUB CITY SPOKES	93461	00187809	18003700	CITY WIDE ADS AND NOTICES	03/31/19	269653	540.36-
00001	HUB CITY SPOKES	93395	00187950	18003808	CITY WIDE ADS AND NOTICES	03/31/19	269653	139.32-
00001	HUB CITY SPOKES	93481	00187951	18003809	CITY WIDE ADS AND NOTICES	03/31/19	269653	35.64-

HUB CITY SPOKES								
Sum								1,115.28-
00001	HUGHES SUPPLY	S155282962.0	00187223	18003603	A/C REPR PTS MUN COURT	03/31/19	269654	399.00-
00001	HUGHES SUPPLY	S155201092.0	00187621	18003794	A/C CLEANING SUPP MUN COURT	03/31/19	269654	41.30-

HUGHES SUPPLY								
Sum								440.30-
00001	HUNT, VALENTA	TRAV ADVANCE	00187900	18003813	TRAV ADV MJIC TRNG PEARL,MS	03/31/19	269655	1,013.20-

HUNT, VALENTA								
Sum								1,013.20-
00001	INDOFF INC	3223042	00187463	18003629	TONER SUPP CEMETERY	03/31/19	269657	167.98-

INDOFF INC								
Sum								167.98-

00001	INTERFACE SECURITY SYSTE	19356334	00187949	18003827	SECURITY 4/19 YTH ART MUSEUM	03/31/19	269659	46.99-
00001	INTERFACE SECURITY SYSTE	19345936	00187971	18003872	SECURITY 4/19 HIGHLAND CEM	03/31/19	269659	33.02-
00001	INTERFACE SECURITY SYSTE	19352334	00187971	18003873	SECURITY 4/19 SOUTH HILL CEM	03/31/19	269659	29.95-

INTERFACE SECURITY SYSTE								
Sum								
								109.96-
00001	IRBY, STUART C CO	S011257532.0	00187181	18003802	STRING LIGHTS/DOWNTOWN CONSTR	03/31/19	269660	359.00-
00001	IRBY, STUART C CO	S11271630.00	00187602	18003803	ELEC SUPP CONSTR DEPT	03/31/19	269660	54.09-

IRBY, STUART C CO								
Sum								
								413.09-
00001	IT'S PERSONAL	PO#187957 9/	00187957	18003866	CAPS WITH LOGS ACDMY RECRUITS	03/31/19	269661	120.00-

IT'S PERSONAL								
Sum								
								120.00-
00001	JOHNSON CONTROLS, INC	1-8492535001	00187916	18003824	SRVS 3/1-5/31/19 MONITORING	03/31/19	269665	3,156.25-

JOHNSON CONTROLS, INC								
Sum								
								3,156.25-
00001	KILLINGSWORTH, CHARLIE	TRAV ADVANCE	00187905	18003814	TRAV ADV NIBRS TRNG 2019	03/31/19	269670	292.56-

KILLINGSWORTH, CHARLIE								
Sum								
								292.56-
00001	LAMAR CTY SHERIFF	JAIL 2/19	00187779	18003722	HOUSING INMATES EXPENSE 2/19	03/31/19	269676	690.00-

LAMAR CTY SHERIFF								
Sum								
								690.00-
00001	LARRY'S WRECKER SERVICE	19118	00187635	18003576	TOWING POLICE UNIT	03/31/19	269678	55.00-
00001	LARRY'S WRECKER SERVICE	5708	00187635	18003577	TOWING SEIZED VEHICLE	03/31/19	269678	55.00-
00001	LARRY'S WRECKER SERVICE	19-06484	00187700	18003639	TOWING U#17574 POLICE	03/31/19	269678	55.00-
00001	LARRY'S WRECKER SERVICE	5848	00187700	18003640	TOWING U#18321 POLICE	03/31/19	269678	55.00-
00001	LARRY'S WRECKER SERVICE	5853(A)	00188007	18003904	TOWING U#18325 POLICE	03/31/19	269678	55.00-
00001	LARRY'S WRECKER SERVICE	5853(B)	00188007	18003905	TOWING U#19340 POLICE	03/31/19	269678	55.00-

LARRY'S WRECKER SERVICE								
Sum								
								330.00-
00001	LINEBARGER GOGGAN BLAIR	2/15/2019	02019463	18003860	POLICE FINES COLL.FEE	03/31/19	269680	333.56-
00001	LINEBARGER GOGGAN BLAIR	3/15/2019	02019464	18003861	POLICE FINES COLL.FEE	03/31/19	269680	2,607.11-
00001	LINEBARGER GOGGAN BLAIR	2/28/2019	02019465	18003862	POLICE FINES COLL.FEE	03/31/19	269680	2,014.96-

LINEBARGER GOGGAN BLAIR								
Sum								
								4,955.63-
00001	LUU, LISA	TRAV ADVANCE	00187606	18003632	TRAV ADV MMC COURSE BILOXI	03/31/19	269685	80.62-
00001	LUU, LISA	TRAV ADVANCE	00187709	18003633	TRAV ADV MMC ACDMY RAYMOND,MS	03/31/19	269686	411.74-

LUU, LISA								
Sum								
								492.36-
00001	MAC PAPERS	400488	00187380	18003604	PAPER SUPP VARI DEPTS	03/31/19	269692	516.41-

MAC PAPERS								
Sum								
								516.41-
00001	MAGNOLIA DATA SOLUTIONS,	31599	00185378	18003828	E WASTE DISPOSAL RECYCLE DAY	03/31/19	269693	1,493.25-

MAGNOLIA DATA SOLUTIONS,							
Sum							1,493.25-
00001	MALONE ROOFING SERVICES, 33082	00186906	18003742	ROOF REPRS	POLICE DEPT	03/31/19 269696	500.00-

MALONE ROOFING SERVICES,							
Sum							500.00-
00001	MCELHANEY PLUMBING INC 276325	00187612	18003615	PLUMB SUPP	PUBLIC WORKS	03/31/19 269698	50.90-
00001	MCELHANEY PLUMBING INC 276590	00187932	18003848	PLUMB SUPP	P/W SHOP	03/31/19 269698	12.65-

MCELHANEY PLUMBING INC							
Sum							63.55-
00001	MEDICAL ANALYSIS-GHV 10393	00187767	18003667	EMP CLINIC	FEEES 3/19	03/31/19 269700	30,278.66-

MEDICAL ANALYSIS-GHV							
Sum							30,278.66-
00001	METRIX SOLUTIONS M41910	00186783	18003736	COMPUTER EQUIP	IT DEPT	03/31/19 269701	2,244.70-
00001	METRIX SOLUTIONS M41932	00186537	18003737	SSL CERTIFICATE	RENEWAL IT	03/31/19 269701	373.98-

METRIX SOLUTIONS							
Sum							2,618.68-
00001	MID SOUTH UNIFORM & SUPP 588869	00185616	18003702	VARI BADGES	POLICE DEPT	03/31/19 269703	2,139.11-
00001	MID SOUTH UNIFORM & SUPP 588842	00187264	18003709	UNIFORM JACKET	CHIEF PARKER	03/31/19 269703	164.59-

MID SOUTH UNIFORM & SUPP							
Sum							2,303.70-
00001	MISS MISSISSIPPI CORP MISS MS PAGE	00187782	18003707	SPONSOR MACY	MITCHELL	03/31/19 269705	150.00-

MISS MISSISSIPPI CORP							
Sum							150.00-
00001	MISSISSIPPI AIRPORTS ASS MBRSH RUTLA	00187737	18003671	MBRSH DUES	RUTLAND 2019	03/31/19 269707	200.00-
00001	MISSISSIPPI AIRPORTS ASS REG RUTLAND	00187737	18003672	REG RUTLAND	CONF NATCHEZ	03/31/19 269707	175.00-

MISSISSIPPI AIRPORTS ASS							
Sum							375.00-
00001	MOBLEY, STEPHON TRAV ADVANCE	00187713	18003641	TRAV ADV	FIRE INSPECTOR CLASS	03/31/19 269711	871.00-

MOBLEY, STEPHON							
Sum							871.00-
00001	MOBLEY, STEVEN TRAV ADVANCE	00187627	18003581	TRAV ADV	MAPFSE CONF JACKSON	03/31/19 269712	323.00-

MOBLEY, STEVEN							
Sum							323.00-
00001	MOONEY, STEPHEN TRAV ADVANCE	00187848	18003756	TRAV ADV	MFIA CONF GULFPORT	03/31/19 269713	498.00-

MOONEY, STEPHEN							
Sum							498.00-
00001	MS ASSN OF PUBLIC FIRE S MBRSH/REG S	00187624	18003583	MBRSH/REG	ROBERTS CONF JKSN	03/31/19 269716	100.00-
00001	MS ASSN OF PUBLIC FIRE S MBRSH/REG M	00187624	18003584	MBRSH/REG	MOBLEY CONF JKSN	03/31/19 269716	100.00-

MS ASSN OF PUBLIC FIRE S							
Sum							200.00-

00001 MS FIRE & SAFETY OF HBUR 63434	00187235 18003619 EXTINGUISHERS HBRG AMER BLDG	03/31/19	269717	1,398.00-

MS FIRE & SAFETY OF HBUR				
Sum				1,398.00-
00001 MS POWER COMPANY	3/19 GENERAL 00201912 18003884 MNTHLY ELEC-GENERAL	03/31/19	269719	112,368.99-

MS POWER COMPANY				
Sum				112,368.99-
00001 MS STATE/TAX COMM/TAX EX PO#187998 3/	00187998 18003868 TAGS VARI PUBLIC WORKS UNITS	03/31/19	269720	96.00-

MS STATE/TAX COMM/TAX EX				
Sum				96.00-
00001 MSP ENTERPRISES, LLC	31319-1 00187798 18003705 VARI DEMO/LOT CLEAR 3/19 LDC	03/31/19	269721	4,228.10-
00001 MSP ENTERPRISES, LLC	31319 00187797 18003706 LOT CLEARING 3407 TILTREE LDC	03/31/19	269721	710.35-

MSP ENTERPRISES, LLC				
Sum				4,938.45-
00001 MULTITECH OFFICE MACHINE 19030945	00187959 18003892 PRINTER CARTRIDGES ACCTG DEPT	03/31/19	269722	259.90-

MULTITECH OFFICE MACHINE				
Sum				259.90-
00001 N & H ELECTRONIC DISTRIB 74592	00187788 18003760 GATE KEY SWITCH CONSTR/TRAFF	03/31/19	269724	16.59-
00001 N & H ELECTRONIC DISTRIB 74662	00187756 18003804 CLIPS/HUBFEST CONSTR DEPT	03/31/19	269724	39.30-

N & H ELECTRONIC DISTRIB				
Sum				55.89-
00001 NAPA AUTO PARTS	590707 00187482 18003752 MAINT SUPP U#18557 FIRE DEPT	03/31/19	269725	68.43-
00001 NAPA AUTO PARTS	5930-589311 00186754 18003753 BATTERIES FIRE DEPT SHOP	03/31/19	269725	831.39-
00001 NAPA AUTO PARTS	590304 00187260 18003754 MAINT SUPP U#17838 FIRE DEPT	03/31/19	269725	71.17-
00001 NAPA AUTO PARTS	590768 00187553 18003755 REPR PTS U#18099 FIRE DEPT	03/31/19	269725	15.30-
00001 NAPA AUTO PARTS	590898 00187659 18003908 BATTERIES U#19835 FIRE DEPT	03/31/19	269725	327.14-

NAPA AUTO PARTS				
Sum				1,313.43-
00001 NATL SEMINARS GROUP	REG LEGGETT 00187978 18003865 REG LEGGETT FMLA UPDATE TRNG	03/31/19	269726	199.00-

NATL SEMINARS GROUP				
Sum				199.00-
00001 NEEL-SCHAFFER INC	1057486 00187918 18003821 SRVS 2/19 MS4 STORMWTR MGMT	03/31/19	269728	4,583.33-

NEEL-SCHAFFER INC				
Sum				4,583.33-
00001 NEIGHBORHOODS USA (NUSA) REG JORDAN 5	00187977 18003863 REG JORDAN CONF PALM SPRINGS	03/31/19	269729	225.00-

NEIGHBORHOODS USA (NUSA)				
Sum				225.00-
00001 NEWELL PAPER COMPANY	4050130 00185966 18003730 JANIT SUPP POLICE DEPT	03/31/19	269730	4.26-
00001 NEWELL PAPER COMPANY	4050928 00187667 18003799 JANIT/OFFICE SUPP ENGR DEPT	03/31/19	269730	142.28-

NEWELL PAPER COMPANY				
Sum				146.54-
00001 NORRIS, LATONYA	TRAV ADVANCE 00187899 18003815 TRAV ADV CALEA CNF HUNTSVILLE	03/31/19	269732	1,220.25-

NORRIS, LATONYA

Sum								1,220.25-
00001	OFFICE DEPOT INC	2284413086	00187390	18003606	OFFICE/COMPUTER SUPP IT DEPT	03/31/19	269734	468.66-
00001	OFFICE DEPOT INC	2283714040	00187257	18003607	OFFICE CHAIRS GIS-MPO DIV	03/31/19	269734	639.98-
00001	OFFICE DEPOT INC	284960911001	00187076	18003610	EXTERNAL HARD DRIVES DIRECTRS	03/31/19	269734	379.96-
00001	OFFICE DEPOT INC	2284413088	00187095	18003611	PENCIL POUCHES P/F ACADEMY	03/31/19	269734	26.16-
00001	OFFICE DEPOT INC	2284745827	00187439	18003630	TYPEWRITER/PROTECT PLN CMTERY	03/31/19	269734	299.98-

OFFICE DEPOT INC

Sum								1,814.74-
00001	OFFICE PRODUCTS PLUS	860291-0	00187671	18003652	OFFICE SUPP ENGR DEPT	03/31/19	269735	7.62-
00001	OFFICE PRODUCTS PLUS	860453-0	00187034	18003723	OFFICE SUPP ENGR DEPT	03/31/19	269735	150.64-
00001	OFFICE PRODUCTS PLUS	860105-0	00187393	18003732	OFFICE SUPP 3/19 MUN COURT	03/31/19	269735	1,721.92-
00001	OFFICE PRODUCTS PLUS	860105-1	00187393	18003733	OFFICE SUPP 3/19 MUN COURT	03/31/19	269735	4.43-
00001	OFFICE PRODUCTS PLUS	859983-0	00187501	18003739	URINAL SCREENS T DEPOT RESTRM	03/31/19	269735	24.99-
00001	OFFICE PRODUCTS PLUS	859820-0	00187475	18003751	JANIT SUPP FIRE DEPT	03/31/19	269735	582.04-
00001	OFFICE PRODUCTS PLUS	860270-0 & 8	00187670	18003898	OFFICE SUPP/CHAIR POLICE	03/31/19	269735	1,257.55-
00001	OFFICE PRODUCTS PLUS	860853-0	00187743	18003906	JANIT/OFFICE SUPP FIRE ADM	03/31/19	269735	88.86-

OFFICE PRODUCTS PLUS

Sum								3,838.05-
00001	PAYTON, GAY POLK (REFUND INVOICE #1		00187678	18003591	JUDGE PRO-TEM 1/25-2/1/19	03/31/19	269739	1,125.00-
00001	PAYTON, GAY POLK (REFUND INVOICE #2		00187678	18003592	JUDGE PRO-TEM 3/1-8/19	03/31/19	269739	1,062.50-

PAYTON, GAY POLK (REFUND

Sum								2,187.50-
00001	PEANUTS TOWING SERVICE	89968	00187818	18003747	TOWING U#18202 POLICE	03/31/19	269740	75.00-

PEANUTS TOWING SERVICE

Sum								75.00-
00001	PEARL RIVER VALLEY EPA (3/19 GENERAL	00201912	18003858	MNTHLY 3/19 PUBLIC SERVICES		03/31/19	269741	1,291.08-

PEARL RIVER VALLEY EPA (

Sum								1,291.08-
00001	PETERBILT OF HATTIESBURG	519699	00187537	18003857	REPR PTS U#18602 CEMETERY	03/31/19	269744	210.13-

PETERBILT OF HATTIESBURG

Sum								210.13-
00001	PINE BELT CDJR, INC (MCM 390006(A)		00187082	18003608	REPRS U#17897 POLICE	03/31/19	269747	710.04-
00001	PINE BELT CDJR, INC (MCM 390006(B)		00187429	18003609	ADDL AMT DUE PO#187082	03/31/19	269747	135.34-
00001	PINE BELT CDJR, INC (MCM 179652P		00187701	18003634	OIL CHG U#18999 EATON M/ADM	03/31/19	269747	45.68-

PINE BELT CDJR, INC (MCM

Sum								891.06-
00001	PINE BELT OIL COMPANY IN	10621211	00187897	18003890	GAS FOR P/W FUEL STATION	03/31/19	269748	13,199.69-
00001	PINE BELT OIL COMPANY IN	1071101	00187897	18003891	DIESEL FOR P/W FUEL STATION	03/31/19	269748	7,764.64-

PINE BELT OIL COMPANY IN

Sum								20,964.33-
00001	PITNEY BOWES INC-METER R	3308274377	00187747	18003668	MAIL MACH POSTAGE 1/19-3/19	03/31/19	269752	1,206.87-

PITNEY BOWES INC-METER R

Sum								1,206.87-
00001 POPE & POPE, PA	19014	00187766	18003665	SERVS KOHLER SETTLEMENT	03/31/19	269754		2,812.50-
00001 POPE & POPE, PA	19015	00187766	18003666	SERVS RAWLS SPRINGS	03/31/19	269754		1,762.50-

POPE & POPE, PA

Sum								4,575.00-
00001 POWER HOUSE TOOLS & OUTD MKKXKMGP1		00187471	18003729	MOWER REPR PTS CEMETERY	03/31/19	269756		450.98-

POWER HOUSE TOOLS & OUTD

Sum								450.98-
00001 PRECISION DELTA CORP	13628	00186031	18003613	TRAINING AMMUNITION P/F ACDMY	03/31/19	269757		2,645.00-

PRECISION DELTA CORP

Sum								2,645.00-
00001 PRECISION FAB & REFURBIS 00002		00187244	18003775	REPR GATES/RAILS TRAIN DEPOT	03/31/19	269758		4,233.25-

PRECISION FAB & REFURBIS

Sum								4,233.25-
00001 PRIDE SOLUTIONS, LLC	2019-003 GEN	00187524	18003774	CLEANING SUPP COMM CENTERS	03/31/19	269759		240.00-

PRIDE SOLUTIONS, LLC

Sum								240.00-
00001 PROFESSIONAL DISPATCH MA	2019-3-13-4	00187904	18003817	CERTIF REG 5 NEW DISPATCHERS	03/31/19	269761		1,975.00-

PROFESSIONAL DISPATCH MA

Sum								1,975.00-
00001 PROTECTION AGENCY & SECU	1011	02019452	18003789	SECURITY DET DKT 03/31/19	03/31/19	269762		209.00-
00001 PROTECTION AGENCY & SECU	1014 & 1015	02019452	18003790	SECURITY DET DKT 03/31/19	03/31/19	269762		199.50-

PROTECTION AGENCY & SECU

Sum								408.50-
00001 RICOH CORP	5056066980	00187634	18003570	COPIES 2/19 MUN COURT	03/31/19	269766		22.09-
00001 RICOH CORP	1080113907	00187160	18003701	PRINTER DRUM LAND CODE DIV	03/31/19	269766		459.89-

RICOH CORP

Sum								481.98-
00001 RJ YOUNG COMPANY	INV2925032	00187677	18003601	COPIER 2/15/19-2/14/20 P/WRKS	03/31/19	269767		6,540.68-
00001 RJ YOUNG COMPANY	INV2972018	00187850	18003776	GIS PLOTTER 2/17-10/3 MPO DIV	03/31/19	269767		132.67-
00001 RJ YOUNG COMPANY	INV2962597	00187860	18003780	COPIER 2/10-3/9/19 P/F ACDMY	03/31/19	269767		198.00-

RJ YOUNG COMPANY

Sum								6,871.35-
00001 RJM MCQUEEN CONTRACTING	1797	00185682	18003846	REPR JAMES ST ROAD HUMPS	03/31/19	269768		5,843.00-

RJM MCQUEEN CONTRACTING

Sum								5,843.00-
00001 ROBERTS, STEPHANIE	TRAV ADVANCE	00187626	18003582	TRAV ADV MAPFSE CONF JACKSON	03/31/19	269770		323.00-

ROBERTS, STEPHANIE

Sum								323.00-
00001 RODCO, LLC	1547	00187851	18003782	BLDG PLAN REVIEW 3/19 LDC	03/31/19	269771		250.00-

RODCO, LLC								
Sum								250.00-
00001	ROPER SUPPLY CO LLC	51391	00186332	18003749	GUN MOUNTS 10 NEW POLICE UNTS	03/31/19	269772	1,969.00-

ROPER SUPPLY CO LLC								
Sum								1,969.00-
00001	ROSE'S QUIK STOP	PO#187710 3/	00187710	18003690	LUNCHES P/F ASSESSMENTS ACDMY	03/31/19	269773	117.37-

ROSE'S QUIK STOP								
Sum								117.37-
00001	SACKS OUTDOOR SUPPLY	RC1000118147	00187247	18003856	WORK BOOTS ANIMAL CONTROL	03/31/19	269775	359.96-

SACKS OUTDOOR SUPPLY								
Sum								359.96-
00001	SCOTTS HYDRAULIC SERVICE	36344	00187578	18003626	REPRS U#19948 SANIT	03/31/19	269777	2,804.91-

SCOTTS HYDRAULIC SERVICE								
Sum								2,804.91-
00001	SHERWIN-WILLIAMS COMPANY	4827-1	00187757	18003765	METAL DOOR PAINT SANIT	03/31/19	269781	38.74-
00001	SHERWIN-WILLIAMS COMPANY	5097-0	00187562	18003909	ORANGE STENCIL PAINT TRAFFIC	03/31/19	269781	48.27-

SHERWIN-WILLIAMS COMPANY								
Sum								87.01-
00001	SHIPLEY'S DONUTS	102250	00187712	18003691	REFRSHMNTS P/F ASSESSORS	03/31/19	269782	40.53-

SHIPLEY'S DONUTS								
Sum								40.53-
00001	SHOWS DEARMAN & WAITS IN	20697	00187919	18003822	SRVS 1/27-2/23 BRIDGE REHAB	03/31/19	269787	3,972.50-
00001	SHOWS DEARMAN & WAITS IN	20707	00187920	18003823	SRVS 1/27-2/23 EPA RESPONSE	03/31/19	269787	787.50-
00001	SHOWS DEARMAN & WAITS IN	20710	00187922	18003826	SRVS 1/27-2/23 PRIOR ONE BANK	03/31/19	269787	2,374.56-

SHOWS DEARMAN & WAITS IN								
Sum								7,134.56-
00001	SMITH, JIM SERVICES	89320	00187676	18003590	INSTALL CO DETECTORS COURT	03/31/19	269791	342.00-
00001	SMITH, JIM SERVICES	89467	00186285	18003738	INSTALL HEAT PUMP IT DEPT	03/31/19	269791	4,978.10-

SMITH, JIM SERVICES								
Sum								5,320.10-
00001	SOLAR SUPPLY INC	3413256	00187786	18003761	A/C FILTERS EMP CLINIC	03/31/19	269793	24.00-
00001	SOLAR SUPPLY INC	3413255	00187808	18003762	A/C FILTERS CONSTR	03/31/19	269793	60.00-

SOLAR SUPPLY INC								
Sum								84.00-
00001	SOUNDOFF SIGNAL	5660	00185469	18003795	RPLCMNT SIREN SPEAKERS	03/31/19	269794	556.80-
00001	SOUNDOFF SIGNAL	5718	00185468	18003796	SIRENS/LIGHTS 10 NEW UNITS	03/31/19	269794	18,287.40-

SOUNDOFF SIGNAL								
Sum								18,844.20-
00001	SOUTHEAST EQUIPMENT SERV	5268	00187681	18003593	DUPLO CUTTER REPAIR CALL IT	03/31/19	269795	802.29-

SOUTHEAST EQUIPMENT SERV								

Sum									802.29-
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT 2/1-2	02019442	18003682	POLICE FINES COLL.FEE	03/31/19	269796	19.00-	
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT2 2/1/	02019443	18003683	POLICE FINES COLL.FEE	03/31/19	269796	20.00-	
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT3 2/1/	02019444	18003684	POLICE FINES COLL.FEE	03/31/19	269796	1,074.49-	
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT3 2/28	02019450	18003768	POLICE FINES COLL.FEE	03/31/19	269796	1,448.11-	
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT2 2/28	02019451	18003769	POLICE FINES COLL.FEE	03/31/19	269796	80.00-	

SOUTHERN FINANCIAL SYSTE									
Sum									2,641.60-
00001	SOUTHERN FIRE & SPRINKLE	09-15158	00187481	18003889	SPRINKLER INSPECT VARI FIRE	03/31/19	269797	600.00-	
00001	SOUTHERN FIRE & SPRINKLE	09-15283	00187375	18003897	SPRINKLER SYS RECERT T DEPOT	03/31/19	269797	350.00-	

SOUTHERN FIRE & SPRINKLE									
Sum									950.00-
00001	SOUTHERN PINE ELECTRIC P	3/19 GENERAL	00201912	18003885	MNTHLY 3/19 PUBLIC SERVICES	03/31/19	269799	70.77-	

SOUTHERN PINE ELECTRIC P									
Sum									70.77-
00001	SOUTHERN TIRE MART (HARD	2530001558	00187552	18003614	TIRE U#14681 LAND CODE DIV	03/31/19	269801	103.35-	

SOUTHERN TIRE MART (HARD									
Sum									103.35-
00001	SOUTHERN TIRE MART LLC (	2520000300	00186255	18003617	TIRE REPRS U#18907 PUB WORKS	03/31/19	269802	85.90-	
00001	SOUTHERN TIRE MART LLC (	2520003148	00187591	18003627	TIRES VARI SANIT UNITS	03/31/19	269802	4,186.75-	

SOUTHERN TIRE MART LLC (									
Sum									4,272.65-
00001	SPEEDY PRINTING & SIGNS	26441	00187664	18003692	STREET MARKERS TRAFFIC DEPT	03/31/19	269804	760.00-	

SPEEDY PRINTING & SIGNS									
Sum									760.00-
00001	SPIRE ENERGY	3/19 GENERAL	00201912	18003859	MNTHLY GAS-GENERAL	03/31/19	269805	1,691.21-	

SPIRE ENERGY									
Sum									1,691.21-
00001	STANDARD OFFICE SUPPLY C	04453	00187587	18003605	PURCHASE ORDER PAPER	03/31/19	269806	88.20-	
00001	STANDARD OFFICE SUPPLY C	04413	00187262	18003771	OFFICE SUPP TAX DEPT	03/31/19	269806	24.95-	
00001	STANDARD OFFICE SUPPLY C	04574	00187262	18003772	OFFICE SUPP TAX DEPT	03/31/19	269806	528.80-	
00001	STANDARD OFFICE SUPPLY C	04306	00187013	18003800	OFFICE SUPP ENGR DEPT	03/31/19	269806	154.05-	
00001	STANDARD OFFICE SUPPLY C	04430	00187013	18003801	OFFICE SUPP ENGR DEPT	03/31/19	269806	10.89-	

STANDARD OFFICE SUPPLY C									
Sum									806.89-
00001	STAPLES	3407719908	00187407	18003635	OFFICE SUPP URBAN DEV	03/31/19	269807	227.62-	
00001	STAPLES	3407185161	00187225	18003893	OFFICE SUPP PLANNING DIV	03/31/19	269807	38.75-	
00001	STAPLES	3407269669	00187225	18003894	OFFICE SUPP PLANNING DIV	03/31/19	269807	10.95-	
00001	STAPLES	3407498366	00187225	18003895	OFFICE SUPP PLANNING DIV	03/31/19	269807	56.69-	

STAPLES									
Sum									334.01-
00001	STATE FIRE ACADEMY	27005 NEWSOM	00187707	18003643	REG NEWSOME 10/8-18/18 CLASS	03/31/19	269808	600.00-	

STATE FIRE ACADEMY

Sum							600.00-
00001 STILL, JANA	INVOICE #02	00187979	18003864	HPD POLICE MAJOR ASSESSMENT	03/31/19	269809	3,000.00-

STILL, JANA

Sum							3,000.00-
00001 TEMPLE INC	INV0184070	00187556	18003757	PED CROSSING SIGN BUTTON	03/31/19	269812	382.00-

TEMPLE INC

Sum							382.00-
00001 TRI-TECH INC	1703547	00187646	18003741	EVIDENCE BAGS POLICE DEPT	03/31/19	269819	913.50-

TRI-TECH INC

Sum							913.50-
00001 TRUCKPRO LLC	039-0659906	00186303	18003724	HAND TOOLS P/W SHOP	03/31/19	269820	177.12-
00001 TRUCKPRO LLC	039-0662227	00187252	18003807	BRAKE REPR VARI SANIT UNITS	03/31/19	269820	6,672.08-

TRUCKPRO LLC

Sum							6,849.20-
00001 TYLER TECHNOLOGIES INC	025-252288	00182839	18003787	ENERGY UPGRADE URBAN DEV	03/31/19	269822	1,618.75-
00001 TYLER TECHNOLOGIES INC	025-252289	00182839	18003788	ENERGOV UPGRADE URBAN DEV	03/31/19	269822	831.25-

TYLER TECHNOLOGIES INC

Sum							2,450.00-
00001 ULINE	106877220	00187749	18003907	FIRE PREVENTION MATLS	03/31/19	269823	113.29-

ULINE

Sum							113.29-
00001 UNITED FENCE COMPANY	00019582	00187356	18003764	GATE REPR CONST/TRAFF DEPT	03/31/19	269824	4,158.00-

UNITED FENCE COMPANY

Sum							4,158.00-
00001 UNITED PARCEL SERVICE IN	00008E1Y1510	00187697	18003638	SERVS 3/4/19 POLICE DEPT	03/31/19	269825	25.08-

UNITED PARCEL SERVICE IN

Sum							25.08-
00001 UNIVERSITY TIRE & SERVIC	542363	00187742	18003685	TIRES U#18999 EATON M/ADM	03/31/19	269826	452.56-

UNIVERSITY TIRE & SERVIC

Sum							452.56-
00001 VERIZON WIRELESS	9825316237	00187730	18003661	HPD WIRELESS 2/2-3/1/19	03/31/19	269829	1,714.74-

VERIZON WIRELESS

Sum							1,714.74-
00001 WADE, DANNY	TRAV ADVANCE	00187652	18003579	TRAV ADV FIRE INSPECTOR CLASS	03/31/19	269830	939.00-

WADE, DANNY

Sum							939.00-
00001 WARING OIL CO (GULFPORT)	001749160	00187601	18003806	MOTOR OIL SANIT DEPT	03/31/19	269833	3,381.88-
00001 WARING OIL CO (GULFPORT)	001749161	00187750	18003844	OIL FOR PUBLIC WORKS	03/31/19	269833	4,311.38-

WARING OIL CO (GULFPORT)

[illegible]

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 03/27/19

PERIOD ENDING MARCH 31, 2019

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND							
00002 ADAMS NURSERY	188971	00187526	18000936	JUNIPER PLANTS DOWNTOWN	03/31/19	269511	60.00-
00002 ADAMS NURSERY	189014	00187529	18000959	PLANTS/TREES CLEANUP DAY 2019	03/31/19	269511	586.90-
00002 ADAMS NURSERY	189013	00187611	18000960	RPLCMNT PLANTS GRNDS MAINT	03/31/19	269511	60.00-

ADAMS NURSERY							
Sum							706.90-
00002 AGRI-AFC LLC	5545600	00187774	18000957	CHEMICALS ALL BALLFIELDS	03/31/19	269515	1,930.00-

AGRI-AFC LLC							
Sum							1,930.00-
00002 ANOINTED HANDS SERVICES, 5990		00187689	18000931	SERVS 3/19 REC MAINT OFFICE	03/31/19	269524	310.00-

ANOINTED HANDS SERVICES,							
Sum							310.00-
00002 AT&T MOBILITY	287273578351	00187666	18000925	WIRELESS SERV 2/19 PKS/REC	03/31/19	269532	502.57-

AT&T MOBILITY							
Sum							502.57-
00002 AUTO ARMATURE SERVICE IN 16325		00187764	18000946	ALTERNTOR U#18474 TRACTOR	03/31/19	269533	169.95-
00002 AUTO ARMATURE SERVICE IN 16337		00187811	18000965	BATTERY U#8644 TRACTOR	03/31/19	269533	189.95-
00002 AUTO ARMATURE SERVICE IN 16388		00187935	18001015	BATTERY U#11213 TRUCK	03/31/19	269533	147.95-

AUTO ARMATURE SERVICE IN							
Sum							507.85-
00002 AYERS DISTRIBUTING CO	7756	00187433	18000999	EASTER EGG SUPP SIGLER CNTR	03/31/19	269535	1,112.00-

AYERS DISTRIBUTING CO							
Sum							1,112.00-
00002 B S N SPORTS	904603858	00187121	18001000	PICKLE BALL SUPP REC ADM	03/31/19	269536	368.58-
00002 B S N SPORTS	904667918	00187465	18001001	PICKLE BALL SUPP REC ADM	03/31/19	269536	331.18-
00002 B S N SPORTS	904695072	00187121	18001003	CREDIT	03/31/19	269536	35.98

B S N SPORTS							
Sum							663.78-
00002 BLADE TRADE LLC	DOL 2019-030	00186914	18000984	REPR TATUM BASEBALL INFIELDS	03/31/19	269540	4,820.00-

BLADE TRADE LLC							
Sum							4,820.00-
00002 BRACKMAN MOWER WAREHOUSE 43705		00187333	18000940	TIRE U#20745 MOWER	03/31/19	269542	246.00-
00002 BRACKMAN MOWER WAREHOUSE 43782		00187440	18000941	REPLACE BLADES U#14980 MOWER	03/31/19	269542	64.00-
00002 BRACKMAN MOWER WAREHOUSE 43953		00187636	18000947	REPRS U#20232 MOWER	03/31/19	269542	128.00-
00002 BRACKMAN MOWER WAREHOUSE 43956		00187640	18000948	REPRS U#20232 MOWER	03/31/19	269542	242.90-
00002 BRACKMAN MOWER WAREHOUSE 44080		00187691	18000949	REPRS U#20232 MOWER	03/31/19	269542	174.73-
00002 BRACKMAN MOWER WAREHOUSE 44082		00187692	18000950	REPRS U#19464 MOWER	03/31/19	269542	197.95-
00002 BRACKMAN MOWER WAREHOUSE 44081		00187724	18000951	REPRS U#19303 MOWER	03/31/19	269542	200.00-

00002 BRACKMAN MOWER WAREHOUSE 44277	00187939 18001009 2 CYCLE OIL GRNDS MAINT	03/31/19	269542	118.00-

BRACKMAN MOWER WAREHOUSE				
Sum				1,371.58-
00002 BRADDOCK, ARETHA	OFFICIAL 3/6 02019421 18000989 OFFICIAL-ADULT BASKETBALL	03/31/19	269543	200.00-

BRADDOCK, ARETHA				
Sum				200.00-
00002 BURGE EXCAVATING & GRADI 1211	00187687 18000935 BALLFIELD DIRT TATUM BASEBALL	03/31/19	269547	960.00-

BURGE EXCAVATING & GRADI				
Sum				960.00-
00002 CARQUEST AUTO PARTS STOR 14758-121819	00187630 18000927 REPR PTS U#9213 & U#14127	03/31/19	269558	41.45-
00002 CARQUEST AUTO PARTS STOR 14758-122194	00187888 18001016 RPLCMNT FILTERS FOR TRUCKS	03/31/19	269558	82.60-
00002 CARQUEST AUTO PARTS STOR 14758-122272	00187934 18001017 OIL FILTERS VARI UNITS	03/31/19	269558	44.80-

CARQUEST AUTO PARTS STOR				
Sum				168.85-
00002 CERTIFIED SPORTS TURF SE 1187	00187660 18000926 MNTHLY MAINT TATUM BB FLDS	03/31/19	269564	1,929.17-
00002 CERTIFIED SPORTS TURF SE 1189	00187944 18000985 FIELD MAINT TATUM BASEBALL	03/31/19	269564	1,929.17-

CERTIFIED SPORTS TURF SE				
Sum				3,858.34-
00002 CINTAS CORPORATION #J66 J66636667	00187861 18000966 MOP/MAT 2/28 GRNDS MAINT	03/31/19	269571	4.95-
00002 CINTAS CORPORATION #J66 J66637884	00187861 18000967 MOP/MAT 3/07 GRNDS MAINT	03/31/19	269571	4.95-
00002 CINTAS CORPORATION #J66 J66639078	00187861 18000968 MOP/MAT 3/14 GRNDS MAINT	03/31/19	269571	4.95-
00002 CINTAS CORPORATION #J66 J66636668	00187861 18000969 UNIFORMS 2/28 GRNDS MAINT	03/31/19	269571	28.38
00002 CINTAS CORPORATION #J66 J66637885	00187861 18000970 UNIFORMS 3/07 GRNDS MAINT	03/31/19	269571	144.76-
00002 CINTAS CORPORATION #J66 J66639079	00187861 18000971 UNIFORMS 3/14 GRNDS MAINT	03/31/19	269571	144.76-

CINTAS CORPORATION #J66				
Sum				275.99-
00002 CITY OF HATTIESBURG FUND TRF 3RD 3/19	02019462 18000986 TRF 3RD 3/19 PAYROLL	03/26/19	312278	51,288.96-

CITY OF HATTIESBURG FUND				
Sum				51,288.96-
00002 CLEMTS HARDWARE 122814	00187762 18000963 WHEELBARROWS GRNDS MAINT	03/31/19	269573	149.98-

CLEMTS HARDWARE				
Sum				149.98-
00002 COMSOUTH 191534	00187141 18000930 RADIO REPR U#469 GRNDS MAINT	03/31/19	269578	113.75-

COMSOUTH				
Sum				113.75-
00002 DAVIS, LARRY	OFFICIAL 3/6 02019421 18000992 OFFICIAL-ADULT BASKETBALL	03/31/19	269590	125.00-

DAVIS, LARRY				
Sum				125.00-
00002 DENNIS, ASHLEY F	OFFICIAL 3/6 02019421 18000995 OFFICIAL-ADULT DODGEBALL	03/31/19	269592	210.00-

DENNIS, ASHLEY F				
Sum				210.00-

00002 EATON, ALVIN K (PETTY CA PETTY CASH 2 00187845 18000953 PETTY CASH 2/19 GRNDS MAINT	03/31/19	269600	21.19-

EATON, ALVIN K (PETTY CA			21.19-
Sum			
00002 ECONOMY SUPPLY CO 009138 00187527 18000938 BLDG MATLS BEV HILLS WALK TRL	03/31/19	269604	117.00-
00002 ECONOMY SUPPLY CO 009272 00187723 18000952 BLDG MATLS JAYCEE PARK	03/31/19	269604	51.16-
00002 ECONOMY SUPPLY CO 007627 00186861 18000958 QUIKCRETE TATUM SOCCER SIGNS	03/31/19	269604	158.00-
00002 ECONOMY SUPPLY CO 009345 00187820 18001013 BLDG MATLS TATUM BASEBALL	03/31/19	269604	148.25-
00002 ECONOMY SUPPLY CO 009346 00187822 18001014 BLDG MATLS JAYCEE PARK	03/31/19	269604	32.98-

ECONOMY SUPPLY CO			507.39-
Sum			
00002 ELKINS WHOLESALE INC 376114-00 00187560 18000934 WORK GLOVES GRNDS MAINT	03/31/19	269605	19.96-

ELKINS WHOLESALE INC			19.96-
Sum			
00002 GILLILANDS ELECTRONICS S 68688 00186911 18000928 INSTALL CAMERA TATUM MNT SHOP	03/31/19	269628	425.00-

GILLILANDS ELECTRONICS S			425.00-
Sum			
00002 GREEN FOREST NURSERY INC 31389 00187442 18000961 RPLCMNT TREES 4TH ST/DOWNTOWN	03/31/19	269631	1,835.00-
00002 GREEN FOREST NURSERY INC 31398 00187533 18000962 RPLCMNT PLANTS 4TH STREET	03/31/19	269631	385.00-

GREEN FOREST NURSERY INC			2,220.00-
Sum			
00002 GRIFFIN, TOBIAS L PKS/REC PROG 02019457 18000975 DANCE	03/31/19	269632	40.00-

GRIFFIN, TOBIAS L			40.00-
Sum			
00002 GUTHRIE, JONI S PKS/REC PROG 02019457 18000973 CHAIR AEROBICS	03/31/19	269634	60.00-

GUTHRIE, JONI S			60.00-
Sum			
00002 HARRIS, TRACY L OFFICIAL 3/6 02019421 18000991 OFFICIAL-ADULT BASKETBALL	03/31/19	269641	150.00-

HARRIS, TRACY L			150.00-
Sum			
00002 IRBY, STUART C CO S011241022.0 00186978 18000980 ELEC SUPP HBRG AMERICAN BLDG	03/31/19	269660	1,943.33-
00002 IRBY, STUART C CO S011241022.0 00186978 18000981 ELEC SUPP HBRG AMERICAN BLDG	03/31/19	269660	199.34-

IRBY, STUART C CO			2,142.67-
Sum			
00002 KETTLEY, ANNETTE SPORTS SERVS 02019458 18001002 SPORTS SUPPORT SERVICES	03/31/19	269668	152.00-

KETTLEY, ANNETTE			152.00-
Sum			
00002 KIDD, ANTONIO SPORTS SERVS 02019458 18000976 SPORTS SUPPORT SERVICES	03/31/19	269669	230.00-

KIDD, ANTONIO			230.00-
Sum			
00002 KINSEY WELDING 5039 00187715 18000945 WELD TATUM SOCCER GOALS	03/31/19	269671	445.00-
00002 KINSEY WELDING 5044 00187973 18001021 REPR GOALS TATUM SOCCER	03/31/19	269671	325.00-

KINSEY WELDING							
Sum							770.00-
00002 LANCASTER'S MACHINE & WE	23908	00187478	18000942	BENCH REPR TOWN SQUARE PARK	03/31/19	269677	20.00-

LANCASTER'S MACHINE & WE							
Sum							20.00-
00002 LINDSEY, TABORIS		OFFICIAL 3/6	02019421	18000990 OFFICIAL-ADULT BASKETBALL	03/31/19	269679	75.00-

LINDSEY, TABORIS							
Sum							75.00-
00002 LOTT, MYRON		TRAVEL REIMB	00187719	18000933 EXPNS RBI INSTITUTE	03/31/19	269684	317.04-

LOTT, MYRON							
Sum							317.04-
00002 LYLES, BRANDON		OFFICIAL 3/6	02019421	18000996 OFFICIAL-ADULT DODGEBALL	03/31/19	269687	105.00-

LYLES, BRANDON							
Sum							105.00-
00002 MAAS, MICHAEL C		OFFICIAL 3/6	02019421	18000998 OFFICIAL-ADULT DODGEBALL	03/31/19	269691	105.00-

MAAS, MICHAEL C							
Sum							105.00-
00002 MAX MULTIMEDIA & CABLING	1881	00186198	18000929	SERVICE PA SYSTEMS VARI LOC	03/31/19	269697	650.00-

MAX MULTIMEDIA & CABLING							
Sum							650.00-
00002 MID SOUTH GLASS INC	0046018	00187114	18000939	PRLCMNT MIRRORS CHAIN PARK	03/31/19	269702	126.00-

MID SOUTH GLASS INC							
Sum							126.00-
00002 MILLER, LLOYD M		OFFICIAL 3/6	02019421	18000993 OFFICIAL-ADULT BASKETBALL	03/31/19	269704	300.00-

MILLER, LLOYD M							
Sum							300.00-
00002 MISSISSIPPI AG COMPANY,	P33098	00187835	18001018	REPR PTS FOR ALL TRACTORS	03/31/19	269706	86.88-

MISSISSIPPI AG COMPANY,							
Sum							86.88-
00002 MS GRASS NURSERY	30319	00187688	18000937	GRASS SOD CAMERON FIELD	03/31/19	269718	130.00-

MS GRASS NURSERY							
Sum							130.00-
00002 MS POWER COMPANY	3/19 PKS/REC	00201912	18001006	MNTHLY ELEC-PARKS & REC	03/31/19	269719	13,438.09-

MS POWER COMPANY							
Sum							13,438.09-
00002 OFFICE PRODUCTS PLUS	858670-0	00187069	18000943	OFFICE SUPP REC ADM	03/31/19	269735	332.36-
00002 OFFICE PRODUCTS PLUS	858670-1	00187069	18000944	OFFICE SUPP REC ADM	03/31/19	269735	33.03-

OFFICE PRODUCTS PLUS							
Sum							365.39-

00002 PATE, JERRY TURF & IRRIG 111992	00186210 18000932 SANDPRO/EQUIP ALL BALLFIELDS	03/31/19	269736	16,444.12-

PATE, JERRY TURF & IRRIG				
Sum				16,444.12-
00002 PATTON, CHRISTOPHER E KE OFFICIAL 3/6 02019421 18000987 OFFICIAL-ADULT BASKETBALL		03/31/19	269738	175.00-

PATTON, CHRISTOPHER E KE				
Sum				175.00-
00002 PHILLIPS BARK PROCESSING 130958	00187780 18001010 MULCH CITY WIDE USE	03/31/19	269745	1,435.00-
00002 PHILLIPS BARK PROCESSING 130899 & C13 00187528 18001012 PLAYGRND MULCH THAMES/KP		03/31/19	269745	1,790.00-

PHILLIPS BARK PROCESSING				
Sum				3,225.00-
00002 PINE BELT PORTABLE TOILE 00001000D191 00185935 18001004 PORTALETS/HANDWASH STA 3/19		03/31/19	269749	1,385.00-

PINE BELT PORTABLE TOILE				
Sum				1,385.00-
00002 PINE BELT TROPHY	PO#187377 3/ 00187377 18000955 ADULT BASKETBALL TROPHIES	03/31/19	269750	336.00-

PINE BELT TROPHY				
Sum				336.00-
00002 PIONEER MANUFACTURING CO INV711789	00187610 18001007 PAINT MACHINE REPR PTS	03/31/19	269751	410.20-

PIONEER MANUFACTURING CO				
Sum				410.20-
00002 PLAY IT AGAIN SPORTS	PO#187378 3/ 00187378 18000956 ADULT BSKTBALL CHAMP SHIRTS	03/31/19	269753	1,462.00-

PLAY IT AGAIN SPORTS				
Sum				1,462.00-
00002 POWELL, RANDY	SPORTS SERVS 02019458 18000978 SPORTS SUPPORT SERVICES	03/31/19	269755	296.00-

POWELL, RANDY				
Sum				296.00-
00002 SEWAH STUDIOS, INC	37863 00185789 18001008 HISTORIC MARKER 1004 SPENCER	03/31/19	269779	1,425.00-

SEWAH STUDIOS, INC				
Sum				1,425.00-
00002 SHERWIN-WILLIAMS COMPANY 0836-4	00187763 18000964 PAINT MACHINE REPR PTS	03/31/19	269781	50.00-

SHERWIN-WILLIAMS COMPANY				
Sum				50.00-
00002 SOUTHERN MS PINE STRAW 11833	00187858 18001011 PINE STRAW DOWNTOWN USE	03/31/19	269798	220.00-

SOUTHERN MS PINE STRAW				
Sum				220.00-
00002 SOUTHERN TIRE MART (HARD 2530001516	00187570 18000954 TIRE REPR U#18867 MOWER	03/31/19	269801	26.77-
00002 SOUTHERN TIRE MART (HARD 2530001692	00187725 18000982 TIRES U#13013 TRUCK	03/31/19	269801	553.56-
00002 SOUTHERN TIRE MART (HARD 2530001693	00187726 18000983 TIRES U#16178 TRAILER	03/31/19	269801	148.58-
00002 SOUTHERN TIRE MART (HARD 2530001567	00187583 18001022 TIRES U#14143 REC ADM	03/31/19	269801	575.38-

SOUTHERN TIRE MART (HARD				
Sum				1,304.29-

00002 SPEEDY PRINTING & SIGNS	26440	00187656 18001019 BEV HILLS WALK TRAIL SIGN	03/31/19	269804	285.00-
00002 SPEEDY PRINTING & SIGNS	26454	00187727 18001020 FENCE SIGNS KP TENNIS COURTS	03/31/19	269804	70.00-

SPEEDY PRINTING & SIGNS					
Sum					355.00-
00002 SPIRE ENERGY	3/19 PKS/REC 00201912	18001005 MNTHLY GAS-PARKS & REC	03/31/19	269805	81.76-

SPIRE ENERGY					
Sum					81.76-
00002 TERRELL, WINSTON	OFFICIAL 3/6 02019421	18000994 OFFICIAL-ADULT BASKETBALL	03/31/19	269813	250.00-

TERRELL, WINSTON					
Sum					250.00-
00002 THOMPSON, JESSE	OFFICIAL 3/6 02019421	18000997 OFFICIAL-ADULT DODGEBALL	03/31/19	269814	25.00-

THOMPSON, JESSE					
Sum					25.00-
00002 VARNADO, ALEXANDRIA	SPORTS SERVS 02019458	18000979 SPORTS SUPPORT SERVICES	03/31/19	269828	128.00-

VARNADO, ALEXANDRIA					
Sum					128.00-
00002 WALCK, SUSAN A	PKS/REC PROG 02019457	18000974 POTTERY	03/31/19	269832	80.00-

WALCK, SUSAN A					
Sum					80.00-
00002 WASHINGTON, TYLER ROYCE	OFFICIAL 3/6 02019421	18000988 OFFICIAL-ADULT BASKETBALL	03/31/19	269835	125.00-

WASHINGTON, TYLER ROYCE					
Sum					125.00-
00002 WEBBS PAINT COMPANY	388890	00187269 18000972 WASH/PAINT JC PK TATUM BASEBAL	03/31/19	269837	12,600.00-

WEBBS PAINT COMPANY					
Sum					12,600.00-

Sum					132,109.53-

Date - 03/27/19

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
------	-------------

Check
Date

Check
No.

Check
Amount

HATT.MUNICIPAL FIRE PROTECTION
00005 CLEEN COTE

MB 2019-41

00187758

18000019

QUIT CLAIM DEED-EDWARD&TUSCAN

03/20/19

22193

13,130.00-

CLEEN COTE

Sum

13,130.00-

Sum

13,130.00-

PERIOD ENDING MARCH 31, 2019

Date - 03/27/19

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
------	-------------

Check
Date

Check
No.

Check
Amount

PAYROLL FUND

00006 PROVIDENT LIFE AND ACCID 3/2019

00201987 18000276 EMP CONTRIB 3/19

03/20/19

113505

1,592.24-

PROVIDENT LIFE AND ACCID

Sum

1,592.24-

Sum

1,592.24-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 03/27/19

PERIOD ENDING MARCH 31, 2019

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER OPERATION/MAINT.							
00009 ALLBRITTON CHAIN SAW & L	62123	00187605	18001054	AGRI EQUIP SUPP LAGOON CREWS	03/31/19	269520	244.80-
ALLBRITTON CHAIN SAW & L							
Sum							244.80-
00009 ALLIED UNIVERSAL CORP	I1540520	00187314	18000989	CHEMICALS WESLEY TANK	03/31/19	269521	372.50-
00009 ALLIED UNIVERSAL CORP	I1540521	00187314	18000990	CHEMICALS FORREST GEN TANK	03/31/19	269521	745.00-
ALLIED UNIVERSAL CORP							
Sum							1,117.50-
00009 ANOINTED HANDS SERVICES, 5987 WTR BIL		00187690	18000997	SERVS 2/19 WTR BILLING	03/31/19	269524	525.00-
ANOINTED HANDS SERVICES,							
Sum							525.00-
00009 AT&T MOBILITY	287273578351	00187666	18000977	WIRELESS SERV 2/19 W&SO&M	03/31/19	269532	859.35-
00009 AT&T MOBILITY	287273861504	00187669	18000978	GPS TRACKING 2/19 WTR PLANT	03/31/19	269532	344.93-
AT&T MOBILITY							
Sum							1,204.28-
00009 AUTO ARMATURE SERVICE IN	16267	00187409	18001008	STARTER U#13511 PLANT	03/31/19	269533	169.95-
AUTO ARMATURE SERVICE IN							
Sum							169.95-
00009 CAMERON ELECTRIC MOTOR C	32631	00187629	18000995	ELEC SUPP AVE B LIFT STA	03/31/19	269553	72.00-
CAMERON ELECTRIC MOTOR C							
Sum							72.00-
00009 CAMPER CITY OF HATTIESBU	43175	00187137	18000981	REPRS U#16105 TRANS	03/31/19	269555	285.00-
CAMPER CITY OF HATTIESBU							
Sum							285.00-
00009 CARQUEST AUTO PARTS STOR	14758-115576	00182774	18000982	REPR PTS U#13512 TRANS	03/31/19	269558	85.46-
00009 CARQUEST AUTO PARTS STOR	14758-117618	00184475	18000983	REPR PTS U#13512 TRANS	03/31/19	269558	79.21-
00009 CARQUEST AUTO PARTS STOR	14758-117416	00184827	18000984	REPR PTS U#20446 TRANS	03/31/19	269558	288.03-
00009 CARQUEST AUTO PARTS STOR	14758-121826	00187628	18000985	REPR PTS U#20056 TRANS	03/31/19	269558	133.52-
00009 CARQUEST AUTO PARTS STOR	14758-121553	00187383	18000991	REPR PTS U#5636 PLANT	03/31/19	269558	46.63-
00009 CARQUEST AUTO PARTS STOR	14758-121736	00187416	18000996	REPR PTS U#15667 LAGOON	03/31/19	269558	12.64-
00009 CARQUEST AUTO PARTS STOR	14758-122036	00187777	18001010	REPR PTS U#14128 TRANS	03/31/19	269558	139.48-
CARQUEST AUTO PARTS STOR							
Sum							784.97-
00009 CENTRAL PIPE SUPPLY INC	S100165786.0	00185643	18000979	PLUMB SUPP TRANS STOCK	03/31/19	269562	1,624.88-
00009 CENTRAL PIPE SUPPLY INC	S100165786.0	00185643	18000980	PLUMB SUPP TRANS STOCK	03/31/19	269562	699.40-
00009 CENTRAL PIPE SUPPLY INC	S100171629.0	00187289	18001037	PLUMB SUPP TRANS STOCK	03/31/19	269562	4,756.42-
00009 CENTRAL PIPE SUPPLY INC	S100171629.0	00187289	18001038	PLUMB SUPP TRANS STOCK	03/31/19	269562	45.20-

CENTRAL PIPE SUPPLY INC

Sum											7,125.90-
00009	CINTAS CORPORATION	#J66	J66634810	00187620	18000998	UNIFORMS 2/18	WTR SERVICE MEN	03/31/19	269571		30.28-
00009	CINTAS CORPORATION	#J66	J66636029	00187620	18000999	UNIFORMS 2/25	WTR SERVICE MEN	03/31/19	269571		30.28-
00009	CINTAS CORPORATION	#J66	J66637229	00187620	18001000	UNIFORMS 3/04	WTR SERVICE MEN	03/31/19	269571		30.28-
00009	CINTAS CORPORATION	#J66	J66638448	00187620	18001001	UNIFORMS 3/11	WTR SERVICE MEN	03/31/19	269571		30.28-
00009	CINTAS CORPORATION	#J66	J66639617	00187720	18001003	UNIFORMS 3/19	TRANS	03/31/19	269571		94.30-
00009	CINTAS CORPORATION	#J66	J66638864	00187720	18001004	MOP/MAT 3/13	PLANT	03/31/19	269571		13.93-
00009	CINTAS CORPORATION	#J66	J66639617	00187720	18001005	UNIFORMS 3/18	PLANT	03/31/19	269571		51.05-
00009	CINTAS CORPORATION	#J66	J66639617	00187720	18001006	UNIFORMS 3/18	SEWER	03/31/19	269571		43.02-
00009	CINTAS CORPORATION	#J66	J66639617	00187720	18001007	UNIFORMS 3/18	LAGOON	03/31/19	269571		14.70-
00009	CINTAS CORPORATION	#J66	J66640830	00187960	18001045	UNIFORMS 3/25	TRANS	03/31/19	269571		99.08-
00009	CINTAS CORPORATION	#J66	J66640071	00187960	18001046	MOP/MAT 3/20	PLANT	03/31/19	269571		13.93-
00009	CINTAS CORPORATION	#J66	J66640830	00187960	18001047	UNIFORMS 3/25	PLANT	03/31/19	269571		51.05-
00009	CINTAS CORPORATION	#J66	J66640830	00187960	18001048	UNIFORMS 3/25	SEWER	03/31/19	269571		50.02-
00009	CINTAS CORPORATION	#J66	J66640830	00187960	18001049	UNIFORMS 3/25	LAGOON	03/31/19	269571		14.70-

CINTAS CORPORATION #J66

Sum											566.90-
00009	CITY OF HATTIESBURG FUND	TRF 3RD 3/19	02019462	18001035	TRF 3RD 3/19	PAYROLL		03/26/19	22194		89,949.00-

CITY OF HATTIESBURG FUND

Sum											89,949.00-
00009	COMSOUTH		191602	00187830	18001012	FLEET TRACKING WTR	TRANS	03/31/19	269578		1,275.00-

COMSOUTH

Sum											1,275.00-
00009	CONSOLIDATED PIPE & SPLY	0491570-000-	00187569	18000992	PLUMB SUPP	SEWER STOCK		03/31/19	269580		276.00-

CONSOLIDATED PIPE & SPLY

Sum											276.00-
00009	DOLEAC ELECTRIC CO INC	WP1-X1	00186788	18001013	GENERATOR REPR	WTR PLT #1		03/31/19	269594		3,392.00-
00009	DOLEAC ELECTRIC CO INC	HWY98-X1	00186997	18001014	GENERATOR BATTERY	HWY 98		03/31/19	269594		416.53-
00009	DOLEAC ELECTRIC CO INC	PTS-X1	00187216	18001015	GENERATOR REPR	PINE TREE STA		03/31/19	269594		3,997.00-

DOLEAC ELECTRIC CO INC

Sum											7,805.53-
00009	EATON, ALVIN K (PETTY CA	PETTY CASH 2	00187843	18001011	PETTY CASH 2/19	WTR TRANS		03/31/19	269601		26.20-

EATON, ALVIN K (PETTY CA

Sum											26.20-
00009	GILLILANDS ELECTRONICS S	68846	00187889	18001026	ALARM SYS 4/19-7/19	WTR OFFC		03/31/19	269628		90.00-

GILLILANDS ELECTRONICS S

Sum											90.00-
00009	HARBOR FREIGHT	875968	00187685	18001036	HAND TOOLS	WTR SERVICE MEN		03/31/19	269639		69.95-

HARBOR FREIGHT

Sum											69.95-
00009	HATTIESBURG HYDRAULICS I	77853	00187104	18000993	REPRS U#15775	SEWER		03/31/19	269642		1,061.94-

HATTIESBURG HYDRAULICS I

Sum								1,061.94-
00009 IRBY, STUART C CO	S011274069.0	00187604	18001034	ELEC SUPP AVE B LIFT STA	03/31/19	269660	401.76-	

IRBY, STUART C CO								
Sum							401.76-	
00009 L & A CONTRACTING CO	483-129	00187696	18001009	AERATOR MNT 2/25-3/10 LAGOONS	03/31/19	269673	35,753.48-	

L & A CONTRACTING CO								
Sum							35,753.48-	
00009 LAMAR COUNTY SCHOOL DIST LEASE NO.868		00187989	18001044	OAK GROVE WTR TOWER PROP LSE	03/31/19	269675	5,490.00-	

LAMAR COUNTY SCHOOL DIST								
Sum							5,490.00-	
00009 LANCASTER'S MACHINE & WE 23883		00187140	18000987	REPRS U#9324 TRANS	03/31/19	269677	500.00-	

LANCASTER'S MACHINE & WE								
Sum							500.00-	
00009 MOWERY, LARRY	TRAVEL REIMB	00187704	18001002	EXPNS ITRON TRNG YAZOO CITY	03/31/19	269715	82.00-	

MOWERY, LARRY								
Sum							82.00-	
00009 MS POWER COMPANY	3/19 W&SO&M	00201912	18001050	MNTHLY ELEC-W&SO&M	03/31/19	269719	71,498.86-	

MS POWER COMPANY								
Sum							71,498.86-	
00009 PATTERSON AUTO ELECTRIC	80069	00187382	18001052	REPRS U#11949 SEWER	03/31/19	269737	820.69-	

PATTERSON AUTO ELECTRIC								
Sum							820.69-	
00009 PEARL RIVER VALLEY EPA (3/19 W&SO&M		00201912	18001042	MNTHLY 3/19 PUBLIC SERVICES	03/31/19	269741	145.14-	

PEARL RIVER VALLEY EPA (								
Sum							145.14-	
00009 PUCKETT RENTS	695095	00187419	18001027	REPRS U#18556 BACKHOE TRANS	03/31/19	269763	155.56-	

PUCKETT RENTS								
Sum							155.56-	
00009 RAWLS SPRINGS UTILITY DI SEWER BILLIN		00188011	18001053	SEWER BILLING 3/19	03/31/19	269764	190.00-	

RAWLS SPRINGS UTILITY DI								
Sum							190.00-	
00009 RJM MCQUEEN CONTRACTING	1798	00187887	18001029	SWR REPR S 13TH AVE/MAMIE	03/31/19	269768	9,721.50-	
00009 RJM MCQUEEN CONTRACTING	1799	00187887	18001030	HOT ASPHALT ROAD REPRS SEWER	03/31/19	269768	2,218.50-	
00009 RJM MCQUEEN CONTRACTING	1800	00187887	18001031	SWR REPR S 28TH/PROF PKWY	03/31/19	269768	2,420.00-	
00009 RJM MCQUEEN CONTRACTING	1801	00187887	18001032	SWR REPR MAMIE ST/4TH AVE	03/31/19	269768	11,902.00-	

RJM MCQUEEN CONTRACTING								
Sum							26,262.00-	
00009 RYAN MOTORS INC	216752	00187776	18001033	REPR PTS U#20056 TRANS	03/31/19	269774	20.72-	

RYAN MOTORS INC								
Sum							20.72-	

00009 SANSOM EQUIPMENT CO	57022	00186075 18001028 REPR PTS U#18897 SEWER	03/31/19	269776	195.00-

SANSOM EQUIPMENT CO					
Sum					195.00-
00009 SIGNS FIRST	H-67705	00187197 18000986 LETTERING U#12605 TRANS	03/31/19	269789	115.38-
00009 SIGNS FIRST	H-66665	00184950 18000988 LETTERING U#20446 TRANS	03/31/19	269789	77.38-

SIGNS FIRST					
Sum					192.76-
00009 SOUTHERN PINE ELECTRIC P 3/19 W&SO&M		00201912 18001051 MNTHLY 3/19 PUBLIC SERVICES	03/31/19	269799	1,138.64-

SOUTHERN PINE ELECTRIC P					
Sum					1,138.64-
00009 SOUTHERN TIRE MART (HARD 2530000435		00186349 18000994 TRAILER TIRE U#15232 SEWER	03/31/19	269801	104.01-
00009 SOUTHERN TIRE MART (HARD 2530001587		00187568 18001016 TIRES U#15232 SEWER DEPT	03/31/19	269801	1,008.44-
00009 SOUTHERN TIRE MART (HARD 2530001830		00187864 18001041 TIRES U#13061 SEWER	03/31/19	269801	443.46-

SOUTHERN TIRE MART (HARD					
Sum					1,555.91-
00009 SPIRE ENERGY	3/19 W&SO&M	00201912 18001043 MNTHLY GAS-W&SO&M	03/31/19	269805	412.63-

SPIRE ENERGY					
Sum					412.63-
00009 STANDARD OFFICE SUPPLY C 04569		00187769 18001039 OFFICE SUPP WTR PLANT	03/31/19	269806	275.90-
00009 STANDARD OFFICE SUPPLY C 04603		00187769 18001040 OFFICE SUPP WTR PLANT	03/31/19	269806	37.98-

STANDARD OFFICE SUPPLY C					
Sum					313.88-
00009 VACUUM TRUCK SALES & SER MS14405		00187485 18001017 CAMERA REPR SEWER DEPT	03/31/19	269827	500.00-

VACUUM TRUCK SALES & SER					
Sum					500.00-
00009 WARREN PAVING INC	18120	00186687 18001018 CRUSHED CONCRETE SEWER DEPT	03/31/19	269834	275.03-
00009 WARREN PAVING INC	18127	00186687 18001019 CRUSHED CONCRETE SEWER DEPT	03/31/19	269834	428.36-
00009 WARREN PAVING INC	18191	00186687 18001020 CRUSHED CONCRETE SEWER DEPT	03/31/19	269834	1,204.15-
00009 WARREN PAVING INC	18748	00186687 18001021 CRUSHED CONCRETE SEWER DEPT	03/31/19	269834	425.80-
00009 WARREN PAVING INC	18845	00186687 18001022 CRUSHED CONCRETE SEWER DEPT	03/31/19	269834	375.35-
00009 WARREN PAVING INC	18909	00186687 18001023 CRUSHED CONCRETE SEWER DEPT	03/31/19	269834	6.27-
00009 WARREN PAVING INC	18939	00186687 18001024 CRUSHED CONCRETE SEWER DEPT	03/31/19	269834	425.51-
00009 WARREN PAVING INC	19011	00186687 18001025 CRUSHED CONCRETE SEWER DEPT	03/31/19	269834	895.20-

WARREN PAVING INC					
Sum					4,035.67-

Sum					262,314.62-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date

- 03/27/19

PERIOD ENDING MARCH 31, 2019

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER FUND							
00011 ADAMS, SULZER P JR	METER DEP RF	02019455	18000519	METER DEPOSIT REFUND	03/31/19	269512	22.72-
ADAMS, SULZER P JR							
Sum							22.72-
00011 ADAMSON, DON	METER DEP RF	02019455	18000520	METER DEPOSIT REFUND	03/31/19	269513	19.72-
ADAMSON, DON							
Sum							19.72-
00011 ALHAMIDI, KHALED	METER DEP RF	02019447	18000497	METER DEP RFD	03/31/19	269519	22.72-
ALHAMIDI, KHALED							
Sum							22.72-
00011 ANDREWS, PAMELA 1701	METER DEP RF	02019423	18000468	METER DEP RFD	03/31/19	269522	22.72-
ANDREWS, PAMELA 1701							
Sum							22.72-
00011 ANDREWS, PAMELA 313	METER DEP RF	02019423	18000476	METER DEP RFD	03/31/19	269523	22.72-
ANDREWS, PAMELA 313							
Sum							22.72-
00011 BELL, ANTHONY	WTR OVRPMT R	02019467	18000525	WTR OVRPMT RFD	03/31/19	269538	1,458.72-
BELL, ANTHONY							
Sum							1,458.72-
00011 BRYANT, DUSTIN	METER DEP RF	02019423	18000462	METER DEP RFD	03/31/19	269546	22.72-
BRYANT, DUSTIN							
Sum							22.72-
00011 BURTON, SHARON	WATER OVRPYM	02019424	18000512	WATER OVRPYMT RFD	03/31/19	269548	83.08-
BURTON, SHARON							
Sum							83.08-
00011 CALDER, SARAH	METER DEP RF	02019455	18000522	METER DEPOSIT REFUND	03/31/19	269552	22.72-
CALDER, SARAH							
Sum							22.72-
00011 CAMPBELL, ALLEN	METER DEP RF	02019423	18000459	METER DEP RFD	03/31/19	269554	22.72-
CAMPBELL, ALLEN							
Sum							22.72-
00011 CHAUVIN, OLIVIA KATE	METER DEP RF	02019423	18000460	METER DEP RFD	03/31/19	269565	19.72-
CHAUVIN, OLIVIA KATE							
Sum							19.72-
00011 CONVILLE, WARD 2603 MCLE	WATER OVRPYM	02019432	18000514	WATER OVRPYMT RFD	03/31/19	269581	1,016.50-

CONVILLE, WARD 2603 MCLE				
Sum				1,016.50-
00011 CULBERSON, JANICE J	METER DEP RF 02019423 18000454	METER DEP RFD	03/31/19 269585	22.72-

CULBERSON, JANICE J				
Sum				22.72-
00011 CULOTTA, DAVID	METER DEP RF 02019423 18000458	METER DEP RFD	03/31/19 269586	22.72-

CULOTTA, DAVID				
Sum				22.72-
00011 DOSSETT, ROBBIE B	METER DEP RF 02019423 18000434	METER DEP RFD	03/31/19 269595	40.00-

DOSSETT, ROBBIE B				
Sum				40.00-
00011 DYESS, NEWT	METER DEP RF 02019423 18000436	METER DEP RFD	03/31/19 269597	40.00-

DYESS, NEWT				
Sum				40.00-
00011 ESPOSITO, ERIC	METER DEP RF 02019423 18000461	METER DEP RFD	03/31/19 269610	75.00-
00011 ESPOSITO, ERIC	WATER OVRPYM 02019424 18000511	WATER OVRPYMT RFD	03/31/19 269610	190.04-

ESPOSITO, ERIC				
Sum				265.04-
00011 EZELL, JAMES	METER DEP RF 02019423 18000438	METER DEP RFD	03/31/19 269611	40.00-

EZELL, JAMES				
Sum				40.00-
00011 FERNANDEZ, BRANDON	METER DEP RF 02019423 18000470	METER DEP RFD	03/31/19 269615	15.52-

FERNANDEZ, BRANDON				
Sum				15.52-
00011 FINK, JUDITH 2904	METER DEP RF 02019423 18000477	METER DEP RFD	03/31/19 269616	75.00-

FINK, JUDITH 2904				
Sum				75.00-
00011 FLYNT, LAURA PEARL	METER DEP RF 02019447 18000478	METER DEP RFD	03/31/19 269617	6.00-

FLYNT, LAURA PEARL				
Sum				6.00-
00011 GILBERT, FAYE W	WATER OVRPY 02019456 18000517	WATER OVERPAYMENT REFUND	03/31/19 269627	10.92-
00011 GILBERT, FAYE W	METER DEP RF 02019455 18000518	METER DEPOSIT REFUND	03/31/19 269627	75.00-

GILBERT, FAYE W				
Sum				85.92-
00011 HALBASCH, JOHANNA	METER DEP RF 02019423 18000457	METER DEP RFD	03/31/19 269636	19.72-

HALBASCH, JOHANNA				
Sum				19.72-
00011 HALLMAN PROPERTIES 25 12	METER DEP RF 02019423 18000463	METER DEP RFD	03/31/19 269637	39.72-

HALLMAN PROPERTIES 25 12				

[illegible]

Sum							22.72-
00011 LONDON AND STETELEMAN 81 METER DEP RF 02019423 18000467 METER DEP RFD	03/31/19	269683					75.00-

LONDON AND STETELEMAN 81							
Sum							75.00-
00011 M & S ENTERPRISES METER DEP RF 02019447 18000481 METER DEP RFD	03/31/19	269688					20.79-

M & S ENTERPRISES							
Sum							20.79-
00011 M&R INVESTMENTS PROPERTI METER DEP RF 02019423 18000472 METER DEP RFD	03/31/19	269690					22.72-

M&R INVESTMENTS PROPERTI							
Sum							22.72-
00011 MAGNOLIA MANOR LLC 2616 METER DEP RF 02019447 18000501 METER DEP RFD	03/31/19	269694					22.72-

MAGNOLIA MANOR LLC 2616							
Sum							22.72-
00011 MALDONADO, MARVIN METER DEP RF 02019447 18000495 METER DEP RFD	03/31/19	269695					22.72-

MALDONADO, MARVIN							
Sum							22.72-
00011 MCKAMEY PROPERTIES LLC METER DEP RF 02019447 18000499 METER DEP RFD	03/31/19	269699					22.72-

MCKAMEY PROPERTIES LLC							
Sum							22.72-
00011 MJS PROPERTIES, LLC METER DEP RF 02019447 18000479 METER DEP RFD	03/31/19	269708					50.00-
00011 MJS PROPERTIES, LLC METER DEP RF 02019447 18000482 METER DEP RFD	03/31/19	269709					50.00-
00011 MJS PROPERTIES, LLC WATER OVRPYM 02019446 18000505 WATER OVRPYMT RFD	03/31/19	269709					127.44-
00011 MJS PROPERTIES, LLC WATER OVRPYM 02019446 18000504 WATER OVRPYMT RFD	03/31/19	269710					58.42-
00011 MJS PROPERTIES, LLC METER DEP RF 02019447 18000515 METER DEPOSIT REFUND	03/31/19	269710					50.00-

MJS PROPERTIES, LLC							
Sum							335.86-
00011 MOTT MACDONALD METER DEP RF 02019423 18000444 METER DEP RFD	03/31/19	269714					40.00-

MOTT MACDONALD							
Sum							40.00-
00011 MYRICK, ROSEMARY 1 METER DEP RF 02019423 18000469 METER DEP RFD	03/31/19	269723					57.36-

MYRICK, ROSEMARY 1							
Sum							57.36-
00011 NAYLOR, KIZZY METER DEP RF 02019455 18000524 METER DEPOSIT REFUND	03/31/19	269727					39.72-

NAYLOR, KIZZY							
Sum							39.72-
00011 NGUYEN, AIVAN METER DEP RF 02019447 18000486 METER DEP RFD	03/31/19	269731					22.72-

NGUYEN, AIVAN							
Sum							22.72-
00011 ODOM, AMANDA METER DEP RF 02019423 18000456 METER DEP RFD	03/31/19	269733					75.00-

ODOM, AMANDA							

Sum									75.00-
00011 PELLOW, DAVID	METER DEP RF	02019447	18000485	METER DEP RFD		03/31/19	269742		22.72-

PELLOW, DAVID									
Sum									22.72-
00011 PERRY, JUSTIN	METER DEP RF	02019423	18000464	METER DEP RFD		03/31/19	269743		19.72-

PERRY, JUSTIN									
Sum									19.72-
00011 PIERCE, MORGAN	METER DEP RF	02019423	18000447	METER DEP RFD		03/31/19	269746		19.72-

PIERCE, MORGAN									
Sum									19.72-
00011 PRIEBE, SARA L	METER DEP RF	02019423	18000440	METER DEP RFD		03/31/19	269760		40.00-

PRIEBE, SARA L									
Sum									40.00-
00011 RICHEY, HEATHER H	METER DEP RF	02019423	18000445	METER DEP RFD		03/31/19	269765		19.72-

RICHEY, HEATHER H									
Sum									19.72-
00011 ROBERTS COMPANY INC	METER DEP RF	02019423	18000437	METER DEP RFD		03/31/19	269769		50.00-

ROBERTS COMPANY INC									
Sum									50.00-
00011 SEKANIC, CHRISTOPHER	METER DEP RF	02019447	18000487	METER DEP RFD		03/31/19	269778		22.72-

SEKANIC, CHRISTOPHER									
Sum									22.72-
00011 SEMPEN, MARVIN	METER DEP RF	02019447	18000483	METER DEP RFD		03/31/19	269780		40.00-
00011 SEMPEN, MARVIN	WATER OVRPYM	02011446	18000506	WATER OVRPYMT RFD		03/31/19	269780		119.47-

SEMPEN, MARVIN									
Sum									159.47-
00011 SHOEMAKER	METER DEP RF	02019423	18000475	METER DEP RFD		03/31/19	269783		22.72-

SHOEMAKER									
Sum									22.72-
00011 SHOEMAKER PROPERTIES 104	METER DEP RF	02019447	18000489	METER DEP RFD		03/31/19	269784		11.28-

SHOEMAKER PROPERTIES 104									
Sum									11.28-
00011 SHOEMAKER PROPERTY 14TH	METER DEP RF	20194323	18000466	METER DEP RFD		03/31/19	269785		22.72-

SHOEMAKER PROPERTY 14TH									
Sum									22.72-
00011 SHOEMAKER PROPERTY 208 W	METER DEP RF	02019423	18000471	METER DEP RFD		03/31/19	269786		75.00-

SHOEMAKER PROPERTY 208 W									
Sum									75.00-
00011 SIGMA COMPANIES LLC 107	METER DEP RF	02019447	18000492	METER DEP RFD		03/31/19	269788		22.72-

Sum									22.72-
00011 SMITH, HOBART E	METER DEP RF 02019423 18000452	METER DEP RFD			03/31/19	269790		22.72-	

SMITH, HOBART E								22.72-	
Sum								22.72-	
00011 SOFO, MARY C	METER DEP RF 02019455 18000521	METER DEPOSIT REFUND			03/31/19	269792		22.70-	

SOFO, MARY C								22.70-	
Sum								22.70-	
00011 SOUTHERN PROPERTY GROUP	WATER OVRPYM 02019424 18000513	WATER OVRPYMT RFD			03/31/19	269800		262.08-	

SOUTHERN PROPERTY GROUP								262.08-	
Sum								22.72-	
00011 SOUTHGATE REALTY, LLC	METER DEP RF 02019447 18000498	METER DEP RFD			03/31/19	269803		22.72-	

SOUTHGATE REALTY, LLC								22.72-	
Sum								22.72-	
00011 STOKES, SHAQUELLA A	METER DEP RF 02019447 18000488	METER DEP RFD			03/31/19	269810		22.72-	

STOKES, SHAQUELLA A								22.72-	
Sum								22.72-	
00011 STRICK'S SNOBALLS	METER DEP RF 02019423 18000450	METER DEP RFD			03/31/19	269811		75.00-	

STRICK'S SNOBALLS								75.00-	
Sum								22.72-	
00011 THOMPSON, NANCY	METER DEP RF 02019423 18000451	METER DEP RFD			03/31/19	269815		22.72-	

THOMPSON, NANCY								22.72-	
Sum								22.72-	
00011 TONORE, MARY K	METER DEP RF 02019423 18000449	METER DEP RFD			03/31/19	269817		46.24-	

TONORE, MARY K								46.24-	
Sum								40.00-	
00011 TUESDAY MORNING #362	METER DEP RF 02019423 18000439	METER DEP RFD			03/31/19	269821		40.00-	

TUESDAY MORNING #362								40.00-	
Sum								22.72-	
00011 WAGNER, WILLIE MA	METER DEP RF 02019447 18000496	METER DEP RFD			03/31/19	269831		22.72-	

WAGNER, WILLIE MA								22.72-	
Sum								22.72-	
00011 WEST, BEVERLY D	METER DEP RF 02019423 18000465	METER DEP RFD			03/31/19	269838		22.72-	

WEST, BEVERLY D								22.72-	
Sum								22.72-	
00011 WEST, HARVEY	METER DEP RF 02019423 18000453	METER DEP RFD			03/31/19	269839		22.72-	

WEST, HARVEY								22.72-	
Sum								22.72-	
00011 WHITE, MORGAN	METER DEP RF 02019447 18000490	METER DEP RFD			03/31/19	269840		75.00-	

WHITE, MORGAN						
Sum						75.00-
00011	WILLIAMS, DANNY	METER DEP RF 02019423 18000455 METER DEP RFD	03/31/19	269841		22.72-

WILLIAMS, DANNY						22.72-
Sum						75.00-
00011	WILLIS, SANDRA 1	METER DEP RF 02019447 18000494 METER DEP RFD	03/31/19	269843		75.00-
00011	WILLIS, SANDRA 1	WATER OVRPYM 02011446 18000507 WATER OVRPYMT RFD	03/31/19	269843		29.44-

WILLIS, SANDRA 1						104.44-
Sum						127.44-
00011	WOODS, STEPHANIE D	WATER OVRPYM 02019446 18000503 WATER OVRPYMT RFD	03/31/19	269844		127.44-

WOODS, STEPHANIE D						127.44-
Sum					-----	
Sum						6,027.16-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date

- 03/27/19

PERIOD ENDING MARCH 31, 2019

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
POLICE FORFEITURES FUND							
00019 TOSHIBA BUSINESS SOLUTIO	15219815	00187672	18000038	COPIER 3/19 COMM RELATIONS	03/31/19	269818	274.53-
TOSHIBA BUSINESS SOLUTIO							
Sum							274.53-
Sum							274.53-

Date - 03/27/19

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

3/19 MILLAGE 02019449 18000062 3/19 MILLAGE COLLECTED

03/21/19

312276

6,604,996.16-

00027 H'BURG PUBLIC SCHOOLS

3/19 MILLAGE 02019449 18000063 3/19 MILLAGE COLLECTED

03/21/19

312277

899,783.75-

H'BURG PUBLIC SCHOOLS

Sum

7,504,779.91-

Sum

7,504,779.91-

PERIOD ENDING MARCH 31, 2019

Date - 03/27/19

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

Check
No.

Check
Amount

AIRPORT IMPROVEMENT FUND

00039	FORD ENGINEERING SERVICE	181104H	00187915	18000034	SRVS RUNWAY 13 SAFETY/DRNGE	03/31/19	269618	2,087.16-
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FORD ENGINEERING SERVICE

Sum	2,087.16-
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Sum	2,087.16-
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Date - 03/27/19

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

Check
No.

Check
Amount

MUNICIPAL ROAD & BRIDGE

00072	RJM	MCQUEEN CONTRACTING	PO#187059	WO	00187059	18000089	DRAIN REPR	WOODHAVEN ST	03/31/19	269768	4,800.00-
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RJM MCQUEEN CONTRACTING

Sum
00072 SHOWS DEARMAN & WAITS IN 20690 00187943 18000090 SRVS 1/27-2/23 N 31ST SIDEWLK
00072 SHOWS DEARMAN & WAITS IN 20696 00187942 18000091 SRVS 1/27-2/23 ML KING

SHOWS DEARMAN & WAITS IN

Sum									8,838.50-
00072 WARREN PAVING INC	4135	00185779	18000088	PAVING WEDGEWORTH TRACE	03/31/19	269834			38,983.62-

WARREN PAVING INC

Sum	38,983.62-
-----	------------

00073 INDEED, INC	21245055	00187792 18000254 ADDL FEE PO#185899 2/19 ADS	03/31/19	269656	179.31-

INDEED, INC					179.31-
Sum					200.00-
00073 M B I	PO#187430 3/	00187430 18000258 INSTALL ADDL KEY PAD MT BLDG	03/31/19	269689	200.00-

M B I					200.00-
Sum					1,780.73-
00073 MS POWER COMPANY	3/19 M TRANS	00201912 18000265 MNTHLY ELEC-MASS TRANSIT	03/31/19	269719	1,780.73-

MS POWER COMPANY					1,780.73-
Sum					3,206.89-
00073 NEEL-SCHAFFER INC	1057473	00187699 18000252 SERVS 2/19 BUS STOP PROJECT	03/31/19	269728	3,206.89-

NEEL-SCHAFFER INC					3,206.89-
Sum					481.06-
00073 NEWELL PAPER COMPANY	4051043	00187706 18000263 JANIT SUPP	03/31/19	269730	481.06-

NEWELL PAPER COMPANY					481.06-
Sum					754.49-
00073 OFFICE DEPOT INC	288935178001	00187401 18000262 OFFICE SUPP	03/31/19	269734	754.49-

OFFICE DEPOT INC					754.49-
Sum					54,819.92-

Sum					54,819.92-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 03/27/19

PERIOD ENDING MARCH 31, 2019

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount

WATER&SEWER CONSTRUCTION FUND							
00075 SHOWS DEARMAN & WAITS IN	20718	00187923	18000038	SRVS 1/27-2/23 FIRE HYD APP	03/31/19	269787	8,656.00-
00075 SHOWS DEARMAN & WAITS IN	20713	00187940	18000039	SRVS 1/27-2/23 MCINNIS SEWER	03/31/19	269787	5,250.00-
00075 SHOWS DEARMAN & WAITS IN	20711	00187941	18000040	SRVS 1/27-2/23 W WOOD/L WOOD	03/31/19	269787	6,953.90-
00075 SHOWS DEARMAN & WAITS IN	20708	00187921	18000041	SRVS 1/27-2/23 2017 WTR SYS	03/31/19	269787	4,002.50-
00075 SHOWS DEARMAN & WAITS IN	20712	00187924	18000042	INFRASTRUCTURE MGMT 1/27-2/23	03/31/19	269787	8,200.00-

SHOWS DEARMAN & WAITS IN							
Sum							33,062.40-

Sum							33,062.40-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 03/27/19

PERIOD ENDING MARCH 31, 2019

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND							
00077 AT&T MOBILITY	287273578351	00187666	18000206	WIRELESS SERV 2/19 COMM CNTRS	03/31/19	269532	60.73-

AT&T MOBILITY							
Sum							60.73-
00077 BRADFORD, HANNAH (REFUND CULTURAL CEN	02019453	18000214	DAMAGE DEPOSIT REFUND	03/31/19	269544		250.00-

BRADFORD, HANNAH (REFUND							
Sum							250.00-
00077 CINTAS CORPORATION #J66	J66637233	00187948	18000217	UNIFORMS 3/04 COMM CENTERS	03/31/19	269571	69.68-
00077 CINTAS CORPORATION #J66	J66638452	00187948	18000218	UNIFORMS 3/11 COMM CENTERS	03/31/19	269571	69.68-
00077 CINTAS CORPORATION #J66	J66639645	00187948	18000219	UNIFORMS 3/18 COMM CENTERS	03/31/19	269571	69.68-
00077 CINTAS CORPORATION #J66	J66640858	00187948	18000220	UNIFORMS 3/25 COMM CENTERS	03/31/19	269571	69.68-

CINTAS CORPORATION #J66							
Sum							278.72-
00077 CITY OF HATTIESBURG FUND TRF 3RD 3/19	02019462	18000216	TRF 3RD 3/19 PAYROLL	03/26/19	312278		16,849.60-

CITY OF HATTIESBURG FUND							
Sum							16,849.60-
00077 EATON, ALVIN K (PETTY CA PETTY CASH 2	00187842	18000207	PETTY CASH 2/19 COMM CENTERS	03/31/19	269598		15.94-

EATON, ALVIN K (PETTY CA							
Sum							15.94-
00077 ELKINS WHOLESALE INC	377180-00	00187908	18000224	JANIT SUPP COMM CENTERS	03/31/19	269605	101.60-
00077 ELKINS WHOLESALE INC	377181-00	00187913	18000225	JANIT SUPP COMM CENTERS	03/31/19	269605	326.08-

ELKINS WHOLESALE INC							
Sum							427.68-
00077 GARY'S SMALL ENGINE REPA PO#188001 3/	00188001	18000222	PRESSURE WASHER REPR COMM CTR	03/31/19	269626		73.24-

GARY'S SMALL ENGINE REPA							
Sum							73.24-
00077 IRBY, STUART C CO	S011258620.0	00187277	18000208	ELEC SUPP HBRG AMERICAN BLDG	03/31/19	269660	367.40-

IRBY, STUART C CO							
Sum							367.40-
00077 JACKSON, ROOSEVELT III	773428	00187448	18000212	PAINT/REPR SHERRILL CENTER	03/31/19	269662	2,985.00-

JACKSON, ROOSEVELT III							
Sum							2,985.00-
00077 MS POWER COMPANY	3/19 COMM CN	00201912	18000223	MNTHLY ELEC-COMM CENTERS	03/31/19	269719	2,739.12-

MS POWER COMPANY							
Sum							2,739.12-
00077 PRIDE SOLUTIONS, LLC	2019-003 COM	00187524	18000210	CLEANING SUPP COMM CENTERS	03/31/19	269759	120.00-

PRIDE SOLUTIONS, LLC								-----
Sum								120.00-
00077	SOLAR SUPPLY INC	3413204	00187631	18000211	A/C COIL CLEANER COMM CNTRS	03/31/19	269793	61.48-
00077	SOLAR SUPPLY INC	3413257	00186965	18000213	A/C REPR PTS HBRG AMER BLDG	03/31/19	269793	2,269.08-

SOLAR SUPPLY INC								
Sum								2,330.56-
00077	SOUTHERN FIRE & SPRINKLE	09-15089	00187311	18000209	FIRE ALARM REPR HBRG AMER BLD	03/31/19	269797	375.00-

SOUTHERN FIRE & SPRINKLE								
Sum								375.00-
00077	SPIRE ENERGY	3/19	COMM CN	00201912	18000221	MNTHLY GAS-COMM CENTERS	03/31/19	269805

SPIRE ENERGY								
Sum								299.58-
00077	WILLIAMSON, HANNAH (REFU	CULTURAL CEN	02019453	18000215	DAMAGE DEPOSIT REFUND	03/31/19	269842	250.00-

WILLIAMSON, HANNAH (REFU								
Sum								250.00-

Sum								27,422.57-

Date - 03/27/19

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

Check
No.

Check
Amount

COMMUNITY DEVELOP. BLOCK GRANT

00082 AT&T MOBILITY

287273578351 00187666 18000103 WIRELESS SERV 2/19 CDBG

03/31/19

269532

60.73-

AT&T MOBILITY

Sum

00082 CITY OF HATTIESBURG FUND TRF 3RD 3/19 02019462 18000105 TRF 3RD 3/19 PAYROLL

03/26/19

312279

60.73-

6,949.60-

CITY OF HATTIESBURG FUND

Sum

00082 JOHNSON, DEQUANDRA TRAV ADVANCE 00187793 18000104 TRAV ADV IDIS/HOME TRNG JKSN

03/31/19

269666

6,949.60-

393.24-

JOHNSON, DEQUANDRA

Sum

393.24-

Sum

7,403.57-

Date - 03/27/19

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

Check
No.

Check
Amount

INDUSTRIAL PARK DEVELOPMENT
00087 TMH

202165

00188002

18000020

FINAL FYE 9/30/18 FCIPC AUDIT

03/31/19

269816

8,250.00-

TMH

Sum

8,250.00-

Sum

8,250.00-

Grand Total Level

Sum

9,688,374.61-



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2019-271

File ID: 2019-271

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 03/29/2019

Brief Title: Accepting Warren Paving as Primary Bidder of Repair and Rehabilitation of City Streets and Dunn Roadbuilders as Alternate Bidder.

Final Action:

Minute Book Number: MB 2019-91

Title:

Acknowledge receipt of bids received on March 28, 2019 for Term Bid Item # 2(Repair and Rehabilitation of Streets for the City of Hattiesburg) and accept the bids of Warren Paving as the Primary bidder and accepting Dunn Roadbuilders as Alternate bidder.

Notes:

Agenda Date: 04/02/2019

Indexes:

Agenda Number:

Sponsors:

Enactment Date:

Attachments: Warren Paving, Dunn, Bid Tab #2 Repair and Rehab of City Streets

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Public Hearing	04/01/2019					
1	City Council	04/02/2019					

Text of Legislative File 2019-271

Title

Acknowledge receipt of bids received on March 28, 2019 for Term Bid Item # 2(Repair and Rehabilitation of Streets for the City of Hattiesburg) and accept the bids of Warren Paving as the Primary bidder and accepting Dunn Roadbuilders as Alternate bidder.

Summary

Accepting Warren Paving as Primary Bidder of Repair and Rehabilitation of City Streets and Dunn Roadbuilders as Alternate Bidder.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



CONTRACTORS & ENGINEERS

POST OFFICE BOX 572
HATTIESBURG, MISSISSIPPI 39403
TELEPHONE (601) 544-7811 • FAX (601) 544-2005

POST OFFICE BOX 2545
GULFPORT, MISSISSIPPI 39503
TELEPHONE (228) 896-8003 • FAX (228) 896-8155

DATE: March 28, 2019

TO: Honorable Mayor and City Council, City of Hattiesburg

RE: Item #2- Repair and Rehabilitation of Streets
for City of Hattiesburg

We appreciate the opportunity to quote the repair and rehabilitation term bid and we look forward to serving your Hot Mix Asphalt needs. The prices provided are for a period beginning on April 1, 2019 and ending on March 31, 2020. The prices will be subject to the fuel and material adjustments as per the 2004 edition of the Mississippi Department of Transportation "Standard Specifications for Road and Bridge Construction," Section 109.07 of said Specifications, as of purchase order date. Current bid prices provided are based on the March 2019 Index for PG 67-22 asphalt cement.

Sincerely,

WARREN PAVING, INC.


Jeremy Patterson

March 7, 2019

In accordance with Senate Bill No. 2241 of the Mississippi Legislature Regular Session 1981, the industry wide current petroleum products base prices for contracts to be let in March 2019 are furnished as follows.

FUELS

	<u>Per Gallon</u>	<u>Per Liter</u>
Gasoline	\$2.0662	\$0.5458
Diesel	\$2.4647	\$0.6511

MATERIALS OF CONSTRUCTION

<u>ASPHALT CEMENT</u>	<u>Per Gallon</u>	<u>Per Ton</u>	<u>Per Liter</u>	<u>Per Metric Ton</u>
Viscosity Grade AC-5	\$2.1602	\$512.50	\$0.5707	\$564.93
Viscosity Grade AC-10	\$2.1497	\$510.00	\$0.5679	\$562.17
Viscosity Grade AC-20	\$2.0724	\$491.67	\$0.5475	\$541.96
Viscosity Grade AC-30	\$2.0724	\$491.67	\$0.5475	\$541.96
Grade PG-64-22	\$2.0724	\$491.67	\$0.5475	\$541.96
Grade PG-67-22	\$2.0949	\$497.00	\$0.5534	\$547.84
Grade PG-76-22	\$2.7036	\$641.43	\$0.7142	\$707.04
Grade PG-82-22	\$3.0928	\$733.75	\$0.8170	\$808.81

EMULSIFIED ASPHALTS, PRIMES, & TACK COATS

Grade SS-1	\$2.2324	\$0.5897
Grade RS-2C (CRS-2)	\$2.0939	\$0.5532
Grade CRS-2P	\$2.3999	\$0.6340
Grade EA-1, EPR-1, & AE-P	\$3.3000	\$0.8718
Grade CSS-1 & 1H (Undiluted)	\$2.2474	\$0.5937
Grade CSS-1 & 1H (Diluted 1 to 1 Fog Seal)	\$2.2450	\$0.5931

EARL GLENN, P.E.
STATE CONSTRUCTION ENGINEER

EG: tmb

**SPECIFICATIONS FOR ITEM #2: REPAIR AND REHABILITATION OF STREETS FOR
THE CITY OF HATTIESBURG**

Bidder shall bid on furnishing materials, labor and equipment to repair and rehabilitate city streets for the City of Hattiesburg which meets or exceeds the Mississippi State Highway Standard Specifications for Road and Bridge Construction, 2004, together with all provisions and/or addendum to the standards, amendments and/or special duty approved and adopted or the Mississippi standard Specifications for State Aid Road and Bridge Construction, whichever is more stringent.

No Vibratory rolling will be allowed. Lot densities will be reduced by one percent to accommodate this. Contractor will be responsible for all sampling and testing upon request.

Bidder will be properly licensed within the State of Mississippi for street construction work.

Temporary traffic control for construction zones shall be included in bid price and subject to referenced specifications. Contractor shall follow the Manual on Uniform Traffic Control Devices.

Work performed under the terms of this contract shall not exceed one hundred and fifty thousand dollars (\$150,000.00) per project as provided by state law. The City of Hattiesburg reserves the right to bid any and all projects, as determined by the City Engineer or Public Works Director, on an individual basis and have said work performed by the successful bidder, or have work performed under this contract, whichever is in the City's best interest.

Contractor shall have 2 weeks to respond to the City with a paving timeline after receipt of paving request (Purchase Order). If contractor fails to respond, doesn't meet paving timeline or paving timeline is insufficient as determined by Public Works Director and/or Engineering Director, the City reserves the right to award the work to the alternate.

Pursuant to Section 31-5-51 of the Mississippi Code (Amended) which requires certain vendors have liability insurance, the successful bidder shall furnish to the City of Hattiesburg, before entering into any such contract, proof of general liability insurance coverage in the amount not less than one million dollars (\$1,000,000.00) for bodily injury and property damage.

PRICES shall be FIRM for a period beginning on April 1, 2019, and ending March 31, 2020, items to be purchased as required.

DELIVERY: F.O.B. Hattiesburg, Mississippi, within seven (7) days of agreed upon paving timeline. Ship in full, freight prepaid. No partial shipment accepted.

PAYMENT TERMS; Remittance within forty-five (45) days from satisfactory delivery of goods and receipt of invoice(s).

The City of Hattiesburg shall not be responsible for any bid sent via U.S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

SEALED BIDS must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

BID
ITEM #2 REPAIR AND REHABILITATION OF STREETS
FOR CITY OF HATTIESBURG
SUBMITTED BY 10:00 A.M. THURSDAY, MARCH 28, 2019
CERTIFICATE OF RESPONSIBILITY NO. _____

ELECTRONIC BIDS / REVERSE AUCTIONS:

Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids and /or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 5th day of March, 2019.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

SPECIFICATIONS APPROVED BY:

ENGINEERING DEPARTMENT

PUBLIC WORKS DEPARTMENT

BID FORM FOR ITEM #2-REPAIR & REHABILITATION OF STREETS FOR CITY OF
HATTIESBURG

PAY ITEM #	PAY ITEM	UNITS	UNIT PRICE
201-B	Clearing and Grubbing	Acre	5500.00
202-A	Removal of Existing Traffic Stripe	L.F.	2.30
202-A	Removal of Rail Crossing: Rail Lines and Ties	each	5250.00
202-B	Removal of Traffic Stripe by Grinding	L.F.	2.30
203-A	Unclassified Excavation	C.Y.	22.00
203-I	Motor Grader per Hour	hour	195.00
209-A	Geotextile Stabilization, Type V	S.Y.	3.00
225-A	Grassing	Acre	4000.00
304-A	Granular Material, Class 9, Group C	C.Y.	25.00
304-F	Crushed Stone or Crushed Concrete Base, size 825, Roadbed Construction	ton	41.50
304-H	Crushed Stone or Crushed Concrete Base, size 825, Base Repair	ton	90.00
307-C	8" Soil-Lime-Water Mixing	S.Y.	4.00
307-D	Lime	ton	235.00
308-A	Portland Cement	ton	200.00
308-B	8" Soil-Cement-Water Mixing at 5% Concentration	S.Y.	4.00
403-A	SC-1 Hot Mix Asphalt Surface Course	ton	87.00
403-M	BB-1 Hot Mix Asphalt Base Course	ton	83.40
406-A	Cold Milling of Asphalt Pavement	ton	24.00
407-A	Asphalt for Tack Coat, EA-4	gallon	6.00
413-A	Joint Sealer Material	gallon	15.00
413-C	Cleaning and Sealing Cracks/Joints	L.F.	3.25
450	Milling Purchase - Price for Contractor to sell milled asphalt material to City of	ton	33.00

	Hattiesburg		
625-A	4" Painted Traffic Stripe, Skip White & Yellow	L.F.	0.12
625-C	4" Painted Traffic Stripe, Continuous White & Yellow	L.F.	0.23
625-E	4" Painted Detail Traffic Stripe	L.F.	0.40
625-F	Painted Legend	S.F.	2.85
626-A	4" Thermoplastic Traffic Stripe, Skip White or Yellow, 90 Mil Thickness	L.F.	0.35
626-B	4" Thermoplastic Traffic Stripe, Continuous White or Yellow, 90 Mil Thickness	L.F.	0.85
626-G	Thermoplastic Detail Stripe 4" equivalent, 90 Mil Thickness	L.F.	2.30
626-H	Thermoplastic Legend, 90 Mil Thickness	S.F.	6.80
627-C	Red-Clear Reflective Raised Markers	each	6.00
627-D	Two-Way Yellow Reflective Raised Markers	each	6.00
	Manhole adjustments	each	205.00
	Water valve adjustments	each	75.00
907-A	Ultra Thin lift	ton	86.50

Warren Paving, Inc.
NAME OF COMPANY

PO Box 572
STREET/P.O. ADDRESS

Hattiesburg, MS 39403
CITY/STATE & ZIP CODE

(601) 544-7811 jeremy.patterson@warrenpaving.com
PHONE NUMBER & EMAIL

March 28, 2019
DATE OF BID

Jeremy Patterson, Estimator/PM
OFFICIAL'S NAME & TITLE

Jeremy Patterson

OFFICIAL'S SIGNATURE



POST OFFICE BOX 572
HATTIESBURG, MISSISSIPPI 39403
TELEPHONE (601) 544-7811
FAX (601) 544-2005

POST OFFICE BOX 2545
GULFPORT, MISSISSIPPI 39505
TELEPHONE (228) 896-8003
FAX (228) 896-8155

RETURN POSTAGE GUARANTEED

TO:

Honorable Mayor and City Council
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39403

CONTENTS — MERCHANDISE

FILED

MAR 28 2019

CITY CLERK

DEPUTY CLERK

BY

Chris A. [Signature]

8:59 a.m.

BIDD
Item #2 Repair and Rehabilitation of
Streets for City of Hattiesburg
Submitted by 10:00am Thursday, March 28, 2019
Certificate of Responsibility No. 02932-5C

FILED

MAR 28 2019

Dunn Roadbuilders, LLC
P. O. Drawer 6560
211 W. Oak Street
Hiborg, MS 39441-6560

BY 8:36 PM
DEPUTY CLERK

Mayor + Council of Hiborg
Office of City Clerk
200 Forrest Street
Hiborg, MS 39403

Bid

Item #2 Repair and Rehabilitation Streets
For City of Hattiesburg
Submitted by 10:00am Thursday, March 28th

Certificate of Responsibility NO. 00009

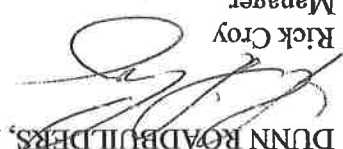


March 28, 2019

RE: Term Contracts

Dear Mayor and City Council:

Dunn Roadbuilders, LLC is pleased to have the opportunity to quote term bid contract work for City of Hattiesburg. We are committed to give the City fair and competitive prices and, if selected, to satisfy your orders in a timely and efficient manner. Due to the volatility of the price of petroleum products we are submitting this quote using the Office of State Aid Road Construction fuel and material index. All Prices for materials and work will be calculated in the month the work is actually performed. These prices are based on the March 2019 index for PG 67-22 asphalt cement.

Sincerely,
DUNN ROADBUILDERS, LLC

Rick Croy
Manager
QAQC, Materials, Plants

March 7, 2019

In accordance with Senate Bill No. 2241 of the Mississippi Legislature Regular Session 1981, the industry wide current petroleum products base prices for contracts to be let in March 2019 are furnished as follows.

FUELS

	Per Gallon	Per Liter
Gasoline	\$2.0662	\$0.5458
Diesel	\$2.4647	\$0.6511

MATERIALS OF CONSTRUCTION

	Per Gallon	Per Ton	Per Liter	Per Metric Ton
ASPHALT CEMENT				
Viscosity Grade AC-5	\$2.1602	\$512.50	\$0.5707	\$564.93
Viscosity Grade AC-10	\$2.1497	\$510.00	\$0.5679	\$562.17
Viscosity Grade AC-20	\$2.0724	\$491.67	\$0.5475	\$541.96
Viscosity Grade AC-30	\$2.0724	\$491.67	\$0.5475	\$541.96
Grade PG-64-22	\$2.0724	\$491.67	\$0.5475	\$541.96
Grade PG-67-22	\$2.0949	\$497.00	\$0.5534	\$547.84
Grade PG-76-22	\$2.7036	\$641.43	\$0.7142	\$707.04
Grade PG-82-22	\$3.0928	\$733.75	\$0.8170	\$808.81
EMULSIFIED ASPHALTS, PRIMES, & TACK COATS				
Grade SS-1	\$2.2324			\$0.5897
Grade RS-2C (CRS-2)	\$2.0939			\$0.5532
Grade CRS-2P	\$2.3999			\$0.6340
Grade EA-1, EPR-1, & AE-P	\$3.3000			\$0.8718
Grade CSS-1 & IH (Undiluted)	\$2.2474			\$0.5937
Grade CSS-1 & IH (Diluted 1 to 1 Fog Seal)	\$2.2450			\$0.5931

EG: tmb
 EARL GLENN, P.E.
 STATE CONSTRUCTION ENGINEER

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, March 28, 2019, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following supplies, to-wit:

ITEM #2: REPAIR AND REHABILITATION OF CITY STREETS

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi, 39403, (601) 545-4552, which may be obtained upon request.

SEALED BIDS:

Sealed bids must be received in a sealed envelope which is marked in the lower left-hand corner with the word BID and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

ELECTRONIC BIDS:

Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law, but the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 20th day of February, 2018.

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

(SEAL)

Publish 3/7/2019 & 3/14/2019

BID FORM FOR ITEM #2-REPAIR & REHABILITATION OF STREETS FOR CITY OF HATTIESBURG

PAY ITEM #	PAY ITEM	UNITS	UNIT PRICE
201-B	Clearing and Grubbing	Acre	\$7,300.00
202-A	Removal of Existing Traffic Stripe	L.F.	\$2.30
202-A	Removal of Rail Crossing: Rail Lines and Ties	each	\$5,700.00
202-B	Removal of Traffic Stripe by Grinding	L.F.	\$2.30
203-A	Unclassified Excavation	C.Y.	\$25.00
203-I	Motor Grader per Hour	hour	\$125.00
209-A	Geotextile Stabilization, Type V	S.Y.	\$3.60
225-A	Grassing	Acre	\$1,800.00
304-A	Granular Material, Class 9, Group C	C.Y.	\$25.00
304-F	Crushed Stone or Crushed Concrete Base, size 825, Roadbed Construction	ton	\$47.00
304-H	Crushed Stone or Crushed Concrete Base, size 825, Base Repair	ton	\$105.00
307-C	8" Soil-Lime-Water Mixing	S.Y.	\$4.25
307-D	Lime	ton	\$200.00
308-A	Portland Cement	ton	\$160.00
308-B	8" Soil-Cement-Water Mixing at 5% Concentration	S.Y.	\$44.00
403-A	SC-1 Hot Mix Asphalt Surface Course	ton	\$105.00
403-M	BB-1 Hot Mix Asphalt Base Course	ton	\$90.00
406-A	Cold Milling of Asphalt Pavement	ton	\$30.00
407-A	Asphalt for Tack Coat, EA-4	gallon	\$4.20
413-A	Joint Sealer Material	gallon	\$22.00
413-C	Cleaning and Sealing Cracks/Joints	L.F.	\$3.00
450	Milling Purchase B Price for Contractor to sell milled asphalt material to City of Hattiesburg	ton	\$25.00

625-A	4" Painted Traffic Stripe, Skip White & Yellow	L.F.	\$2.00
625-C	4" Painted Traffic Stripe, Continuous White & Yellow	L.F.	\$2.00
625-E	4" Painted Detail Traffic Stripe	L.F.	\$2.00
625-F	Painted Legend	S.F.	\$3.00
626-A	4" Thermoplastic Traffic Stripe, Skip White or Yellow, 90 Mil Thickness	L.F.	\$2.00
626-B	4" Thermoplastic Traffic Stripe, Continuous White or Yellow, 90 Mil Thickness	L.F.	\$2.00
626-G	Thermoplastic Detail Stripe 4" equivalent, 90 Mil Thickness	L.F.	\$3.00
626-H	Thermoplastic Legend, 90 Mil Thickness	S.F.	\$7.00
627-C	Red-Clear Reflective Raised Markers	each	\$6.00
627-D	Two-Way Yellow Reflective Raised Markers	each	\$6.00
	Manhole adjustments	each	\$700.00
	Water valve adjustments	each	\$300.00
907-A	Ultra Thin Lift	ton	\$99.00

Dunn Roadbuilders, L.L.C.,
NAME OF COMPANY

411 West Oak Street/P.O. Box 6560
STREET/P.O. ADDRESS

Laurel, MS 39441
CITY/STATE & ZIP CODE

601-6049-4111/rcroy@dunnroadbuilders.com
PHONE NUMBER & EMAIL

March 28, 2019
DATE OF BID

Rick Croy/QAQC Materials Plant Manager
OFFICIAL'S NAME & TITLE
OFFICIAL'S SIGNATURE

	Warren	Dunn
201-B	\$ 5,500.00	\$ 7,300.00
202-A	\$ 2.30	\$ 2.30
202-A	\$ 5,250.00	\$ 5,700.00
202-B	\$ 2.30	\$ 2.30
203-A	\$ 22.00	\$ 25.00
203-I	\$ 195.00	\$ 125.00
209-A	\$ 3.00	\$ 3.60
225-A	\$ 4,000.00	\$ 1,800.00
304-A	\$ 25.00	\$ 25.00
304-F	\$ 41.50	\$ 47.00
304-H	\$ 90.00	\$ 105.00
307-C	\$ 4.00	\$ 4.25
307-D	\$ 235.00	\$ 200.00
308-A	\$ 200.00	\$ 160.00
308-B	\$ 4.00	\$ 44.00
403-4	\$ 87.05	\$ 105.00
403-M	\$ 83.40	\$ 90.00
406-A	\$ 24.00	\$ 30.00
407-A	\$ 6.00	\$ 4.20
413-A	\$ 15.00	\$ 22.00
413-C	\$ 3.25	\$ 3.00
450	\$ 33.00	\$ 25.00
625-A	\$ 0.12	\$ 2.00
625-C	\$ 0.23	\$ 2.00
625-E	\$ 0.40	\$ 2.00
625-F	\$ 2.85	\$ 3.00
626-A	\$ 0.35	\$ 2.00
626-B	\$ 0.85	\$ 2.00
626-G	\$ 2.30	\$ 3.00
626-H	\$ 6.80	\$ 7.00
627-C	\$ 6.00	\$ 6.00
627-D	\$ 6.00	\$ 6.00
Manhole Adj	\$ 205.00	\$ 700.00
Water Valve Adj	\$ 75.00	\$ 300.00
907-A	\$ 86.50	\$ 99.00

Total	\$ 16,218.20	\$ 16,956.65
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