

City of Hattiesburg, MS

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



Meeting Agenda - Final

Tuesday, August 16, 2016

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** [2016-2869](#) Adopt an ordinance to amend Ordinance Number 3195, adopted April 19, 2016, and found at Minute Book 2016 Page 112, to correct Scrivner's errors contained in metes and bounds legal descriptions.

Attachments: [2016 Annexation Ordinance 8-4-16 w-o EGP](#)
[amended - 2016 Annexation Ordinance 8-4-16 w-o EGP](#)
[executed amended - 2016 Annexation Ordinance 8-4-16 w-o EGP ORD#3202](#)

- V.-2** [2016-0159](#) Adopt an Ordinance to amend the text of the Comprehensive Zoning Ordinance No. 2330, as amended, Article 5, Section 95.10 (3.1) (4), Corridor Designations, specifically adding Section 95.10 (3.1) (4) (B) (i), Community Business Corridors, to read "Old Hwy 11: From Intersection of Hwy 98 South to City Limits".
The Planning Commission voted to APPROVE on August 3, 2016.

Attachments: [August PC Minutes \(DRAFT\)](#)
[Staff Summary - CORRIDOR DESIGNATION – Old Highway 11- Text Change](#)
[Land Development Code Amendment - Busby - Digital Billboard Hwy 11](#)
[Ordinance - Old Hwy 11 \(Text Amendment\)](#)
[executed Ordinance - Old Hwy 11 \(Text Amendment\) ORD#3203](#)

- V.-3** [2016-0160](#) Adopt an Ordinance amending Ordinance Number 3193, adopted April 19, 2016, and found at MB 2016-106-107, to correct the Parcel and PPIN description listed in the ordinance to read "Parcel 028N-07-081.00, PPIN 26494."

Attachments: [ORD-Amending Ord. 3193 and correcting parcel and ppin descriptions](#)
[Petition R - Exhibit](#)
[Site Plan - The District at Midtown](#)
[executed ORD-Amending Ord. 3193 and correcting parcel and ppin descriptions](#)

V.-4 Removed.

- V.-5** [2016-2853](#) APPROVE or DENY a petition filed by Terrell Wood, Headrick Outdoor Media, Applicant, on behalf of The First Bank, Owner, to request a variance from Article 4, Section 95.10 (3.1) (3) (E) which states spacing between Digital Billboards (Accessory Structure) and Static Billboards are a minimum radius of 1,250 feet and instead allow a distance of three hundred eighty nine (389) feet, seven hundred twelve (712) feet, and seven hundred fourteen (714) feet to three separate billboards for a variance of maximum eight hundred sixty one (861) feet located on Hwy 98 for a proposed Digital Billboard located on a certain property located at 6482 US Hwy 98 (Parcel 055D-16-015.000, PPIN 5577, Ward 3). The Planning Commission recommended to DENY on August 3, 2016.

Attachments: [August PC Minutes \(DRAFT\)](#)
[Image Sheet- 6482 US Hwy 98 \(Variance\)](#)
[Staff Summary- 6482 US 98 \(Variance\)](#)
[Application Summary- 6482 US Hwy 98 \(Variance\)](#)
[Site Diagram and Billboard Specs- 6482 US 98 \(Variance\)](#)

- V.-6** [2016-2854](#) APPROVE or DENY a petition has been filed by Terrell Wood, Headrick Outdoor Media, Applicant, on behalf of The First Bank, Owner, to request a Use Permit Upon Review for a "Digital Billboard" as provided in Article 5, Section 95.10(3.1) for certain property located on 6482 US Hwy 98 (Lat/Lon: 31.316932, -89.413830) (Parcel 055D-16-015.000, PPIN 5577, Ward 3). The Planning Commission recommended to DENY on August 3, 2016.

Attachments: [August PC Minutes \(DRAFT\)](#)
[Image Sheet- 6482 US Hwy 98 \(Use Permit Upon Review\)](#)
[Staff Summary- 6482 US 98 \(Use Permit Upon Review\)](#)
[Application Summary- 6482 US 98 \(Use Permit Upon Review\)](#)
[Site Diagram and Billboard Specs- 6482 US 98](#)

- V.-7** [2016-485](#) Adopt a Resolution authorizing Requisition No. 55 from the Project Fund Construction Account in connection with certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

Attachments: [2013 Bond Requisition No. 55](#)
[executed 2013 Bond Requisition No. 55 RES#2016-118](#)

- V.-8** [2016-482](#) Authorize the Mayor to execute an Authority to Cancel Resolution of Condemnation for property located at 501 Hood Rd. and authorize recording of the same.

Attachments: [1.\) 501 Hood RD Reversal MEMO](#)
 [2.\) 501 Hood RD Reversal RESO](#)
 [executed 2.\) 501 Hood RD Reversal RESO RES#2016-119](#)

- V.-9** [2016-2856](#) Authorize Mayor to execute Authorization Letter to Mississippi Power Company to replace poles and upgrade fixtures in various locations within the City of Hattiesburg.

Attachments: [MS Power Street Light Request & Authorization Letter](#)
 [executed MS Power Street Light Request & Authorization Letter](#)

- V.-10** [2016-2867](#) Authorize Mayor to Execute Agreement for Legal Services for the Hwy 49/FGH Right of Way Project (DECD-0018(35)BO) between the City of Hattiesburg and Dukes, Dukes, Keating & Feneca, P.A.

Attachments: [8 9 16 Ltr. to Mayor Dupree](#)
 [Engagement Agreement](#)
 [Biography of Hugh Keating](#)
 [Biography of Je'Nell Blum](#)
 [executed Engagement Agreement](#)

- V.-11** [2016-2866](#) Authorize the Mayor to execute a Memorandum of Understanding/Partnership Agreement with Pearl River Valley Opportunity, Inc. for the Community Services Block Grant (CSBG) and Low-Income Home Energy Assistance Program from the Mississippi Department of Human Services.

Attachments: [PRVO - MOU](#)
 [executed PRVO - MOU](#)

- V.-12** [2016-2874](#) Authorize Mayor to enter into a agreement between the City of Hattiesburg and Bottomline Technologies, Inc. for Paymode-X Electronic Payment Services.

Attachments: [PaymodeXOverview-CityOfHattiesburg-20160510](#)
 [Paymode Master Agreement \(2\)](#)
 [Paymode Confirmation Agreement.](#)
 [executed Paymode Master Agreement \(2\)](#)

V.-13 Removed.

- V.-14** [2016-2876](#) Approve and authorize Mayor to execute agreement between the City of Hattiesburg and Tatum & Associates Environmental Consulting, LLC, for consulting services for various infrastructure projects.

Attachments: [T&A Contract Agreement With City of Hburg 8-9-2016](#)
[Revised Tatum Contract, 8-16-16](#)
[executed Revised Tatum Contract, 8-16-16](#)

- V.-15** [2016-2857](#) Approve and authorize Mayor to execute agreement between the City of Hattiesburg and Forrest County, for participation in the Local System Bridge Program (LSBP) for the 12th Avenue bridge.

Attachments: [LSBP Agreement-12th Ave Bridge](#)
[executed LSBP Agreement-12th Ave Bridge](#)

- V.-16** [2016-2868](#) Approve and authorize Mayor to execute an agreement between the City of Hattiesburg and Shows, Dearman, & Waits, Inc. to provide professional services for the design, construction engineering and inspection, and hydrologic and hydraulic study for the repair of Gordon's Creek.

Attachments: [Professional Services Agreement-Gordons Creek](#)
[executed Professional Services Agreement-Gordons Creek](#)

- V.-17** [2016-2855](#) Approve and authorize Mayor to execute, in duplicate, a right of entry license agreement between the City of Hattiesburg and the Illinois Central Railroad Company for a sidewalk project along Buschman Street.

Attachments: [Right of Entry Agreement-Illinois Central RR](#)
[executed Right of Entry Agreement-Illinois Central RR](#)

- V.-18** [2016-2845](#) Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Ollie Hill of 414 Dumas 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 & O. Hill 07.11.16](#)
[Grant Agreement - O. Hill \(\\$25K+\) 07.11.16](#)
[executed COHCDD Contractor & O. Hill 07.11.16](#)
[executed Grant Agreement - O. Hill \(\\$25K+\) 07.11.16](#)

- V.-19** [2016-2846](#) Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Ruby B. Cole of 304 Vernon Dahmer Drive in an amount not to exceed \$50,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

Attachments: [COHCDD Contractor & R. Cole 07.11.16](#)
[Grant Agreement - R. Cole \(\\$25K+\) 07.11.16](#)
[executed COHCDD Contractor & R. Cole 07.11.16](#)
[executed Grant Agreement - R. Cole \(\\$25K+\) 07.11.16](#)

- V.-20** [2016-2847](#) Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Dolly Hendricks of 1108 Arledge Street in an amount not to exceed \$50,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

Attachments: [COHCDD Contractor & D. Hendricks 07.11.16](#)
[Grant Agreement - D. Hendricks \(\\$25K+\) 07.11.16](#)
[executed COHCDD Contractor & D. Hendricks 07.11.16](#)
[executed Grant Agreement - D. Hendricks \(\\$25K+\) 07.11.16](#)

- V.-21** [2016-2859](#) Approve a Tenant Based Rental Assistance Contract with Affordable Southern Homes in the amount \$750.00 (on behalf of Shiela Marie Jordan) and authorize the Mayor to execute in triplicate for same. Authorize and approve issuance of a manual check for the same, per the attached memorandum. {Entitlement HOME}

Attachments: [TBRA fo r Shiela M. Jorden](#)
[executed TBRA fo r Shiela M. Jorden](#)

- V.-22** [2016-2864](#) Approve a Tenant Based Rental Assistance Contract with Affordable Southern Homes in the amount of \$675.00 (on behalf of Kimberlin Johnson) and authorize the Mayor to execute in triplicate for same. Authorize and approve issuance of a manual check for the same, per the attached memorandum. {Entitlement HOME}

Attachments: [TBRA for Kimberlin Johnson](#)
[executed TBRA for Kimberlin Johnson](#)

- V.-23** [2016-2850](#) Approve the purchase of a Live Scan Upgrade from Morpho Trust (formerly L 1/Identix) for the Hattiesburg Police Department in the amount of \$9,836.00 as a sole source purchase. Morpho Trust USA is the sole manufacturer and exclusive distributor of this product.

Attachments: [Morpho Trust USA - Live Scan System](#)
[Hattiesburg Sole Source Letter 2016](#)

- V.-24** [2016-2860](#) Ratify and confirm the Mayor's appointment of Amy Hinton (W4) (replaces Don McCleskey) to the Planning Commission for a term (5/12/2014 - 5/12/2019) beginning August 16, 2016 and ending May 12, 2019.

Attachments: [Memo - appoint Amy Hinton](#)
[Amy Hinton - Resume vita 2016](#)
[Data Sheet - Amy Hinton](#)

VI. ROUTINE AGENDA

- VI.-1** [2016-2848](#) Acknowledge receipt of monthly budget report for the month ending July 31, 2016, on permanent file in the City Clerk's Office,

Attachments: [REV.16.0716](#)
[EXP.16.0716](#)

- VI.-2** [2016-2849](#) Acknowledge submission of documentation for the MS Dept of Public Safety Office of Highway Safety FY2017 402 Police Traffic Safety Grant Agreement in the amount of \$22,857.00. (nunc pro tunc)

Attachments: [MDOPS OHS FY2017](#)
[executed MDOPS OHS FY2017](#)

- VI.-3** [2016-2863](#) Acknowledge bids received July 28, 2016 for the Edwards Street to Hall Avenue Pathway Project, and accept the bid from Precision Construction in the amount of \$238,115.00 as the lowest and best bid; Authorize Mayor to execute contract documents upon preparation.

Attachments: [Edwards to Hall Pathway Cert Bid Tab](#)
[Edwards to Hall Pathway-Award Ltr](#)

- VI.-4** [2016-2873](#) Approve the City's purchase of two grave spaces located in the Southeast Quarter (SE1/4) Lot 40 Section 23, Highland Cemetery, recorded in MB2000-5/131, in the amount of \$350.00 to Anne Knight; authorize manual check for the same.

Attachments: [Buy Back \(Ann Knight\)](#)
 [Receipt, Knight](#)
 [Deed, SE Quarter, Lot 40, Section 23, Highland Cemetery](#)

- VI.-5** [2016-2872](#) Approve the City's purchase of one grave space located in the South Half (S1/2) of the Northeast Quarter (NE 1/4), Lot 18, Section 30, Highland Cemetery, in the amount of \$175.00 from Tommie Massengale; authorize manual check for the same.

Attachments: [Buy Back \(Massengale\)](#)
 [Deed, South Half, NE Quarter, Lot 18, Section 30, Highland Cemetery](#)
 [Receipt, Massengale](#)

- VI.-6** [2016-2871](#) Approve the City's purchase of two grave spaces located in the Southeast Quarter (SE1/4) of Lot 100, Section 24, Highland Cemetery, in the amount of \$350.00 from Robert E. or Lois H. Probst; authorize manual check for the same.

Attachments: [Buy Back \(Probst\)](#)
 [Deed, SE Quarter, Lot 100, Section 24, Highland Cemetery](#)
 [Receipt, Probst](#)

- VI.-7** [2016-2870](#) Approve the sale of grave spaces, per attached memo.

Attachments: [Deeds Receipts \(August 8\)](#)
 [Deeds \(August 8\)](#)
 [executed Deeds \(August 8\)](#)

- VI.-8** [2016-2862](#) Approve plans and specifications for the Fourth Street Roadway Improvements Project - Phase II (HPP 7191-00/03 LPA 105845-801000); Authorize advertisement for bids for same.

Attachments: [4th Street Phase II Plans](#)
 [4th Street Phase II Specs](#)
 [Ad Authority - City of Hattiesburg 105845](#)
 [Bid Adv](#)
 [executed Bid Adv - 4th Street](#)

- VI.-9** [2016-2851](#) Approve claims docket for the period ending August 12, 2016.

Attachments: [DOCKET 16.08-12](#)



City of Hattiesburg, MS

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

Master

File Number: 2016-2869

File ID: 2016-2869

Type: Ordinance

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/09/2016

Brief Title: Ordinance amending to correct Scrivner's error in the metes and bounds in the legal description of Ord 3195.

Final Action: 08/16/2016

Minute Book Number: MB2016-206

Title:

Adopt an ordinance to amend Ordinance Number 3195, adopted April 19, 2016, and found at Minute Book 2016 Page 112, to correct Scrivner's errors contained in metes and bounds legal descriptions.

Notes:

Sponsors:

Enactment Date:

Attachments: 2016 Annexation Ordinance 8-4-16 w-o EGP, amended - 2016 Annexation Ordinance 8-4-16 w-o EGP, executed amended - 2016 Annexation Ordinance 8-4-16 w-o EGP ORD#3202

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/16/2016	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Adopt an ordinance (#3202) to amend Ordinance Number 3195, adopted April 19, 2016, and found at Minute Book 2016 Page 112, to correct Scrivner's errors contained in metes and bounds legal descriptions.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2016-2869

Title

Adopt an ordinance to amend Ordinance Number 3195, adopted April 19, 2016, and found at Minute Book 2016 Page 112, to correct Scrivner's errors contained in metes and bounds legal descriptions.

Summary

Adopt an ordinance to amend Ordinance Number 3195, adopted April 19, 2016, and found at Minute Book 2016 Page 112, to correct Scrivner's errors contained in metes and bounds legal descriptions.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**AN AMENDED ORDINANCE ENLARGING,
EXTENDING AND DEFINING THE CORPORATE
LIMITS AND BOUNDARIES OF THE CITY OF
HATTIESBURG, IN FORREST AND LAMAR
COUNTIES, MISSISSIPPI**

WHEREAS, the City Council did on or about April 19, 2016, adopt an ordinance titled "An Ordinance Enlarging Extending and Defining the Corporate Limits and Boundaries of the City of Hattiesburg, in Forrest and Lamar Counties, Mississippi;" and

WHEREAS, the City of Hattiesburg desires to amend said ordinance; and

WHEREAS, said ordinance contains eight (8) sections and is hereby amended by sections, each amended section bearing a title which clearly indicates the subject matter of the amendment; and

WHEREAS; each such amended section shall replace and be in lieu of and instead of the original section; and

WHEREAS, each section of the April 19, 2016, ordinance shall stand repealed as provided by law.

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

SECTION 1. The proposed annexation areas – Public convenience and necessity requiring the same, that the corporate boundaries and limits of the City of Hattiesburg, which lies partially in Forrest County and partially in Lamar County, Mississippi, be and the same are hereby extended and enlarged so as to embrace the following adjacent unincorporated lands and territory in Forrest and Lamar Counties, Mississippi, to-wit:

**CITY OF HATTIESBURG
PROPOSED CORPORATE LIMITS
2016 ANNEXATION AREA "PAA 1"
Highway 98 West**

1. Begin at the Northeast corner of the Woodstone subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County, said point lying on the present corporate limits of the City of Hattiesburg,
2. thence leaving said present corporate limits run s88°22'09"W and along the North line of said subdivision to the Eastern ROW line of Woodstone Drive,
3. thence run Northwesterly along said Eastern ROW line to the Northern ROW line of said Woodstone Drive,

4. thence run Southwesterly along said Northern ROW line to the Eastern ROW line of Woodstone Boulevard,
5. thence run Northwesterly and along said Eastern ROW line to its Intersection with the extension of the Northwestern line of Woodstone Phase II subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County,
6. thence run S37°25'06"W to and along said Northwestern line for 514.23 feet, more or less,
7. thence run N88°18'39"W and along said Northwestern line for 649.49 feet to the West line of the Northeast 1/4 of Section 17, T-4-N, R-14-W,
8. thence run N00°23'40"W and along said West line to the Southeast corner of Lot 1 of Unit 2, Lake Serene subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County,
9. thence run S84°22'45"W and along the south line of Lots 1 through 19 of said subdivision for 2,299.4 feet to the Southwest corner of said Lot 19,
10. thence run N31°07'15"E and along the West Line of said Lot 19 for 82.6 feet,
11. thence run N27°31'15"W and along the West Line of said Lot 19 for 205.0 feet,
12. thence run N46°36'E and along the West Line of said Lot 19 to the Southern ROW line of U.S. Highway 98,
13. thence run Southwesterly and along said Southern ROW line for 494 feet more or less to the East line of Lot 92 of Unit 1, Revised, Lake Serene Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County, Mississippi,
14. thence run S14°44'W and along the South line of said Lot 92 for 275 feet more or less,
15. thence run S50°35'W and along the South line of Lots 92 and 91 of said subdivision for 180.0 feet,
16. thence run S11°20'W and along the South line of Lot 91 of said subdivision for 179.6 feet,
17. thence run S56°34'W and along the South line of Lots 90 and 89 of said subdivision for 244.6 feet,
18. thence run N85°12'W and along the South line of Lot 89 of said subdivision for 2.6 feet to the Southwest corner of said Lot 89,
19. thence run N05°37'W and along the East line of Lot 88 of said subdivision to the Intersection with the Southern ROW line of U.S. Highway 98,
20. thence run Southwesterly along said Southern ROW line for 220.00 feet to the East line of Lot 86 of said subdivision,
21. thence run S05°37'E and along said East line to the South line of said Lot 86,
22. thence run S84°23'W and along the South line of Lots 86, 85, 84, 83, 82, 81, 78, 14, 11, 10, 9, 8, 7, 6, 5, 4, and 3 of said subdivision for 2,686.12 feet to the Southwest corner of said Lot 3,
23. thence run N00°45'W and along the West line of said Lot 3 to the Southern ROW line of U.S. Highway 98,
24. thence run N89°28"W for 77 feet more or less to the West ROW line of Cole Road,

25. thence run N00°32'E and along said West ROW line for 70.00 feet to the Cole Road sight flare,
26. thence run N69°29'53"W and along said sight flare for 219.27 feet to the Southern ROW line of U.S. Highway 98,
27. thence run Southwesterly along said Southern ROW line to its intersection with the East line of Section 14, T-4-N, R-15-W,
28. thence run South and along said East line to the Southeast corner of the Northeast 1/4 of said Section 14,
29. thence run West and along the South line of said Northeast 1/4 to the Southwest corner of said Northeast 1/4,
30. thence run North and along the West line of said Northeast 1/4 to its intersection with the Southern ROW line of U.S. Highway 98,
31. thence run Southwesterly and along said Southern ROW line to the West line of Section 14, T-4-N, R-15-W,
32. thence run North and along said West line to the Northern ROW line of U.S. Highway 98,
33. thence run Northeasterly and along said Northern ROW line to the Eastern ROW line of Graham Road,
34. thence run N02°36'54"W and along said Eastern ROW line for 423.50 feet,
35. thence run N00°26'01"E and along said Eastern ROW line for 210.00 feet,
36. thence run N81°07'03"E for 366.39 feet,
37. thence run S02°36'54"E for 535.00 feet to said Northern ROW line of U.S. Highway 98,
38. thence run Northeasterly along said Northern ROW line to the West line of the property described in the Warranty Deed at Book 4-T, Page 48, as recorded in the office of the Chancery Clerk for Lamar County,
39. thence run North and along said West line for 1,158.8 feet to the Northwest corner of the property described in the Warranty Deed at Book 5-I, Page 13, as recorded in the office of the Chancery Clerk for Lamar County,
40. thence run East to the Eastern ROW line of Mississippi Highway 589,
41. thence run Southeasterly and along said Eastern ROW line to the Northern ROW line of U.S. Highway 98,
42. thence run Northeasterly along said Northern ROW line to the West line of Section 13, T-4-N, R-15-W,
43. thence run North along said West line to the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of said Section 13,
44. thence run N00°04'W and along said West line for 660 feet,
45. thence run N89°57'E for 479.37 feet,
46. thence run S34°50'55"E for 316.73 feet,
47. thence run S00°04'E for 99.63 feet,
48. thence run N84°01'E for 17.94 feet,
49. thence run S10°16'28"E for 260.73 feet to the Northern ROW line of U.S. Highway 98,
50. thence run Northeasterly and along said Northern ROW line to the East line of Section 13, T-4-N, R-15-W,
51. thence run North and along said East line for 844.5 feet to the Southwest corner of Section 7, T-4-N, R-14-W,
52. thence run N00°08'E and along the West line of said Section 7 for 330 feet,

53. thence run East for 1,414.42 feet to the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 7,
54. thence run S00°10'E and along said East line for 301.79 feet to the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of said Section 7,
55. thence run Easterly and along said South line to the Southwest corner of the Southwest 1/4 of the Southeast 1/4, of said Section 7,
56. thence run N00°14'10"E and along the West line of said Southwest 1/4 of the Southeast 1/4 for 1,006.30 feet,
57. thence run S89°55'01"E for 1,428.64 feet to the East line of said Southwest 1/4 of the Southeast 1/4,
58. thence run S00°34'E and along said East line to the Northwest corner of Lot 4 of the Lake Serene North Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County,
59. thence run N84°23'E and along the North line of said Lot 4 for 338.0 feet to the West ROW line of Mackerel Drive,
60. thence run N04°37'W and along said West ROW line for 64.4 feet, more or less, to the Westerly Extension of the North line of Lot 3 of said Lake Serene North subdivision,
61. thence run N84°23'E for 50.00 feet to the Northwest corner of Lot 3 of said Lake Serene North subdivision,
62. thence continue N84°23'E and along the North line of said Lot 3 for 243.3 feet,
63. thence run S36°05'E and along the North line of said Lot 3 for 68.9 feet to the Northeast corner of said Lot 3,
64. thence run S04°23'E and along the East line of said Lot 3 for 423.9 feet to the Northern ROW line of U.S. Highway 98,
65. thence run Northeasterly along said Northern ROW line to the West line of Lot 83 of said Lake Serene North subdivision,
66. thence run N04°40'W and along said West line for 9.6 feet,
67. thence run N14°11'E and along said West line for 203.4 feet,
68. thence run N28°26'E and along said West line for 163.9 feet,
69. thence run N30°55'E and along said West line for 137.0 feet,
70. thence run N19°06'E and along said West line for 29.5 feet to the Northwest corner of said Lot 83
71. thence run N84°22'39"E and along the North line of Lots 83, 82, 81, 80 and 79 of said Lake Serene North subdivision for 871.0 feet to the Northwest corner of Lot 78 of said Lake Serene North subdivision, said point lying on said present corporate limits of the City of Hattiesburg,
72. thence following along said present corporate limits run S05°35'21"E along the West line of said Lot 78 for 474.00 feet more or less to the Southwest corner of said Lot 78,
73. thence following along said present corporate limits run South for 240 feet to a point on the Southern ROW line of U.S. Highway 98,
74. thence following along said present corporate limits run Northeasterly along said Southern ROW line to its Intersection with the East line of Section 17, T-4-N, R-14-W,
75. thence following along said present corporate limits run S00°19'59"E and along the East Line of said Section 17 to the Northeast corner of said Woodstone subdivision and the Point of Beginning.

CITY OF HATTIESBURG
PROPOSED CORPORATE LIMITS
2016 ANNEXATION AREA "PAA 2"
Windlass Drive

1. Begin at Northwest corner of Lot 58 of Rolling Hills Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County, Mississippi, said point lying on the present corporate limits of the City of Hattiesburg;
2. thence leaving said present corporate limits run Northwesterly along the Northeastern ROW line of Barracuda Drive for 313.5 feet to the Northwest corner of lot 57 of said subdivision;
3. thence run N76°18'E and along the North line of said lot 57 for 228.5 feet,
4. thence run N62°56'E and along the North line of Lot 56 of said subdivision for 101.1 feet,
5. thence run N70°10'E and along the North line of Lot 56, 55 and 54 of said subdivision for 239.3 feet,
6. thence run S83°38'E and along the North line of Lot 54 and 53 of said subdivision for 138.3 feet,
7. thence run N62°47'E and along the North line of Lot 53 and 52 of said subdivision for 86.2 feet,
8. thence run S81°15'E and along the North line of Lot 52 and 51 of said subdivision for 178.9 feet,
9. thence run N78°08'E and along the North line of Lot 50 and 49 of said subdivision for 223.5 feet,
10. thence run N71°54'E and along the North line of Lot 48, 47 and 46 of said subdivision for 272.3 feet,
11. thence run S81°09'E and along the North line of Lot 46 and 45 of said subdivision for 101.2 feet,
12. thence run N38°19'E and along the North line of Lot 45 of said subdivision for 108.1 feet,
13. thence run S00°31'E and along the East line of Lot 45 of said subdivision for 796.9 feet to the Northeastern ROW line of Windlass Drive said point lying on said present corporate limits of the City of Hattiesburg,
14. thence following along said present corporate limits run S89°58'00"W for 50 feet more or less to the Western ROW line of said Windlass Drive;
15. thence following along said present corporate limits continue S89°58'00"W for 473.10 feet along the South line of Lot 60, said South line also being the North line of Lots 61 and 62 of the said Rolling Hills Subdivision;
16. thence following along said present corporate limits run S87°21'00"W along the South line of Lot 60 of said subdivision for 110 feet;
17. thence following along said present corporate limits run S86°39'00"W along the South line of Lot 59 of said subdivision for 330.00 feet more or less to the SE corner of Lot 58 of said subdivision;

18. thence following along said present corporate limits run S86°55'00"W along the South line of said Lot 58 for 235.55 feet more or less;
19. thence following along said present corporate limits run N12°17'00"W for 293.29 feet more or less to the Southern ROW line of Windlass Drive;
20. thence following along said present corporate limits run along the arc of an 18°30'00" curve to the left and said ROW line for 119.65 feet;
21. thence following along said present corporate limits run S56°13'00"W on and along said Southern ROW line for 120.10 feet to the Point of Beginning.

**CITY OF HATTIESBURG
PROPOSED CORPORATE LIMITS
2016 ANNEXATION AREA "PAA 3"
Highway 49 North**

1. Begin at the intersection of the Southwestern ROW line of U.S. Highway 49 and the North line of Section 15, T-5-N, R-14-W, said point lying on the present corporate limits of the City of Hattiesburg,
2. thence leaving said present corporate limits run Northwesterly and along said Southwestern ROW line to its intersection with the South ROW line of Mississippi Highway 42,
3. thence run Westerly and along said South ROW line to the Western ROW line of Archie Smith Road,
4. thence run Northwesterly and along said Western ROW line and along the Western ROW line of Lott Town Road to its Intersection with the West line of the East 1/2 of the Southwest 1/4 of Section 5, T-5-N, R-14-W,
5. thence run North and along said West line to the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 5,
6. thence run East and along the North line of said Northeast 1/4 of the Southwest 1/4 to the Northeast corner of said Northeast 1/4 of the Southwest 1/4,
7. thence run South and along the East line of said Northeast 1/4 of the Southwest 1/4 to the Northwest corner of the Southwest 1/4 of the Southeast 1/4,
8. thence run East and along the North line of said Southwest 1/4 of the Southeast 1/4 to the Northeast corner of said Southwest 1/4 of the Southeast 1/4,
9. thence run South and along the East line of said Southwest 1/4 of the Southeast 1/4 to the North ROW line of said Mississippi Highway 42,
10. thence run Easterly and along said North ROW line to its Intersection with the West line of Section 4, T-5-N, R-14-W,
11. thence continue Easterly along said North ROW line for 630 feet,

12. thence run North for 364.85 feet,
13. thence run West for 522.43 feet,
14. thence run North for 133.11 feet,
15. thence run West for 107.43 feet to said West line of said Section 4,
16. thence run North along said West line to the Southwestern bank of Bouie River,
17. thence run Easterly and Southeasterly along said Southwestern bank to its Intersection with the North line of Section 14, T-5-N, R-14-W, said point lying on said present corporate limits of the City of Hattiesburg,
18. thence following along said present corporate limits run West to the NE Corner of the NW-1/4 of the NW-1/4 of said Section 14,
19. thence following along said present corporate limits run South to the SE Corner of the N-1/2 of the said NW-1/4 of the NW-1/4,
20. thence following along said present corporate limits run West to the SW Corner of the said N-1/2 of the NW-1/4 of the NW-1/4,
21. thence following along said present corporate limits run South and along the East line of Section 15, T-5-N, R-14-W, to its intersection with a point lying due East of the intersection of the Northeasterly right-of-way of U.S. Highway 49 with the North line of the S-1/2 of the N-1/2 of the SW-1/4 of the NE-1/4 of said Section 15,
22. thence following along said present corporate limits run West to a point on the Northeastern ROW line of U.S. Highway 49,
23. thence following along said present corporate limits run Northwesterly and along said Northeastern ROW line to the Southmost corner of the property described at Deed Book 669, Page 99, Forrest County, as Parcel II,
24. thence following along said present corporate limits run N46°15'E for 630 feet, more or less,
25. thence following along said present corporate limits run North for 275 feet,
26. thence following along said present corporate limits run N46°15'E for 75 feet,
27. thence following along said present corporate limits run North for 625 feet to the North line of said Section 15,
28. thence following along said present corporate limits run West and along said North line to the Point of Beginning.

SECTION 2. The complete city, both with and without the 2015 annexation –

That on the date of the adoption of this Amended Ordinance, a separate annexation ordinance passed in 2015 which is pending in the Chancery Court of Lamar County. In the event that the April 7, 2015, annexation Ordinance No 3155 is granted in whole, the corporate limits and boundaries of the City of Hattiesburg, Mississippi, lying and being in Lamar and Forrest Counties, Mississippi, as enlarged, extended and fixed by this Amended Ordinance shall be as follows, to-wit:

**CITY OF HATTIESBURG
EXISTING CORPORATE LIMITS WITH
PROPOSED AREAS "PAA 1," "PAA 2," AND "PAA 3,"
PROVIDED THE CHANCERY COURT GRANTS THE 2015 ANNEXATION
ORDINANCE NOW PENDING BEFORE IT**

1. Beginning at the intersection of the Southwesterly bank of Bouie River and the North line of the NW-1/4 of the NW-1/4 of Section 3, T-4-N, R-13-W, in the County of Forrest, State of Mississippi,
2. and thence run East along the North line of Section 3, to the intersection of the Southwesterly bank of Bouie River with the North line of the E-1/2 of said Section 3,
3. thence run Southeasterly along the Southwesterly bank of Bouie River to its intersection with the Western Bank of Leaf River,
4. thence run Southeasterly along the Western Bank of Leaf River to a point where it intersects with the south line of Section 32, T-4-N, R-12-W,
5. thence run Westerly along the South line of said Section 32 to its SW Corner, said Corner being the same as the NE Corner of Section 6, T-3-N, R-12-W,
6. thence run South along the Eastern line of Section 6, T-3-N, R-12-W, to the SE Corner of said Section 6,
7. thence run West along the South line of Section 6, T-3-N, R-12-W, and along the South line of Section 1 and 2, T-3-N, R-13-W, to the intersection with the Eastern ROW line of U.S. Highway No. 49,
8. thence run Southeasterly along the Eastern ROW line of said Highway to its intersection with the South line of Section 25, T-3-N, R-13-W,
9. thence run West to the intersection with the Western ROW line of U.S. Highway No. 49,
10. thence run Northwesterly along the Western ROW line of said Highway to its intersection with the Southern ROW line of U.S. Highway No. 98,
11. thence run Westerly along the Southern ROW line of said Highway to its intersection with an extension of the Western margin line of the Walker Road,
12. thence run Northerly with and along said extension and along the Western margin line of said Walker Road to its intersection with the Western margin line of the Carter Pitt Road,
13. thence run Northwesterly along the Western margin line of Carter Pitt Road to its intersection with the Western margin line of the Elks Lake Road,
14. thence run Northerly along the Western margin line of said Elks Lake Road to its intersection with the North line of Section 3, T-3-N, R-13-W,
15. thence run West along the North line of Section 3, 4 and 5, all in T-3-N, R-13-W, to the NE Corner of the NW-1/4 of said Section 5, T-3-N, R-13-W,
16. thence run South to the NW Corner of the SW-1/4 of the SE-1/4 of said Section 5,

17. thence run East along the North line of said SW-1/4 of the SE-1/4 to the NE Corner of the said SW-1/4 of the SE-1/4,
18. thence run South along the East line of said SW-1/4 of the SE-1/4 to the SE Corner of said quarter, also being the South line of Section 5,
19. thence run West along the South line of Section 5 to the intersection of the South line of said Section 5 and the Southern ROW line of Ira Hudson Road,
20. thence run Northwesterly along said Southern ROW line to the intersection of said Southern ROW line of said road and the West line of the said SW-1/4 of the SE-1/4,
21. thence run South to the SE Corner of the SW-1/4 of said Section 5,
22. thence run West along the South line of Section 5 to its intersection with the Western ROW line of Interstate Highway No. 59,
23. thence run Northwesterly along the Western ROW line of said Highway No. 59 to the intersection with the South line of the SE 1/4 of the NE 1/4 of Section 6, T-3-N, R-13-W, Forrest County, Mississippi, and said ROW line,
24. thence run N89°21'41"W along the said South line of the said SE-1/4 of the NE-1/4 for 684.46 feet more or less, to the East line of the Graham's Pine Acres Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Forrest County,
25. thence run N34°02'44"W 74.33 feet more or less, to the SE corner of Lot 1 of said Subdivision,
26. thence run N33°18'47"W along the East line of said Lot 1 for 189.08 feet more or less, to the NE corner of said Lot 1,
27. thence run N39°17'15"W along the East line of said Lot 2 for 212.63 feet to the SE corner of Lot 3 of said Subdivision,
28. thence run N37°39'51"W along the East line of said Lot 3 for 208.99 feet to the SE corner of Lot 4 of said Subdivision,
29. thence run N40°20'19"W along the East line of said Lot 4 for 209.89 feet to the SE corner of Lot 5 of said Subdivision,
30. thence run S72°48'24"W along the South line of said Lot 5 for 110.17 feet,
31. thence run N38°57'10"W for 99.67 feet,
32. thence run S72°27'16"W for 100.00 feet,
33. thence run N38°54'31"W for 109.98 feet to the SW corner of Lot 6 of said Subdivision,
34. thence run N72°29'45"E along the South line of said Lot 6 for 210.39 feet to the SE corner of said Lot 6,
35. thence run N39°11'30"W along the East line of said Lot 6 for 209.35 feet to the SE corner of Lot 7 of said Subdivision,
36. thence run N37°58'56"W along the East line of said Lot 7 for 209.90 feet to the SE corner of Lot 8 of said Subdivision,
37. thence run N29°18'20"W along the East line of said Lot 8 for 210.12 feet to the NE corner of said Lot 8,
38. thence run S75°07'29"W along the North line of said Lot 8 for 211.22 feet to the East margin line of Sullivan-Kilrain Road,
39. thence run Southwesterly for 37.43 feet, more or less, to the West margin line of Sullivan-Kilrain Road and the Southeast corner of the James H. And Patricia D. McPhail property,
40. thence run South 69°24'05" West for 241.42 feet,
41. thence run South 28°37'30" East for 350.00 feet,

42. thence run South 67°58'41" West for 181.60 feet,
43. thence run South 39°02'26" East for 249.49 feet,
44. thence run South 24°18'54" West for 193.28 feet,
45. thence run North 89°25'02" West for 594.50 feet to the East Right-of-Way of U.S. Highway No. 11,
46. thence continue North 89°25'02" West for 106.82 feet, more or less, to the West Right-of-Way of U.S. Highway No. 11,
47. thence run Northeasterly along said West Right-of-Way for 252.00 feet more or less to a 4-1/2" round concrete monument,
48. thence run N87°39'06"W for 940.43 feet more or less to a 4-1/2" round concrete monument,
49. thence run N00°41'57"E for 607.52 feet more or less to a 4-1/2" round concrete monument and the NW corner of the SE-1/4 of the NW-1/4 of Section 6, T-3-N, R-13-W, Forrest County, Mississippi,
50. thence run N89°05'44"E for 1,223.44 feet more or less to the West Right-of-Way of U.S. Highway No. 11,
51. thence run Northeasterly along said West Right-of-Way for 571.50 feet, more or less, to the West Right-of-Way of Sullivan-Kilrain Road,
52. thence run North 09°27'32" West along the West Right-of-Way of Sullivan-Kilrain Road for 155.01 feet,
53. thence run N09°06'09"W along said West margin line for 567.83 feet to the North line of Section 6, T-3-N, R-13-W, Forrest County, Mississippi,
54. thence run N88°16'08"W for 38.02 feet to the NW Corner of the NW 1/4 of the NE 1/4 of said Section 6,
55. thence continue West along the North line of Section 6, to the NW Corner of said Section 6, said point being on the Forrest County/Lamar County line,
56. thence run North along the Forrest County/Lamar County line to the intersection of the East line of Section 25, T-4-N, R-14-W, Lamar County, Mississippi, with the West Right-of-Way line of Interstate Highway No. 59,
57. thence run in a Northwesterly direction following the West Right-of-Way line to a point of intersection with the South line of the Mississippi Power Company property as recorded in Deed Book 4F page 195, of the land records of Lamar County, Mississippi;
58. thence run West along the South line of said property to the Southwest corner thereof;
59. thence run North along the West line of said property as recorded in Deed Book 4F pages 195 and 197 and with an extension of said West line to a point of intersection with the Northern Boundary of Richburg Road;
60. thence run Northeasterly along said Northern boundary to a point of intersection with the East line of the West ½ of the West ½ of the Northeast ¼ of said Section 25, T-4-N, R-14-W, Lamar County, Mississippi;
61. thence run North along and with said East line to the North line of said Section 25;
62. thence run West along said North line to the Northwest corner of the Northeast ¼ of said Section 25;
63. thence run North along the Half Section line of Section 24, Township 4 North, Range 14 West, to the Southeast corner of the Northwest ¼ of said Section 24;

64. thence run West along and with the South line of said Northwest $\frac{1}{4}$ to the Southwest corner of said Northwest $\frac{1}{4}$;
65. thence run North along and with the West line of said Section 24 to a point marking the Southeast corner of the William Wicht property as recorded in Deed Book 4G page 168 of the land records of Lamar County, Mississippi;
66. thence run West along and with the South line of said property to the Southwest corner thereof, said point also being the Southeast corner of the Alex Currie property as recorded in Deed Book 5E page 974 of the land records of Lamar County, Mississippi;
67. thence run West along and with said property line and an extension thereof to a point on the Southwest right-of-way line of Sandy Run Road;
68. thence run Northwesterly along and with the Southwest right-of-way to a point at the intersection of an extension of the West line of the Robert Weathers property as recorded in Deed Book 9V page 439;
69. thence run North along and with the extension and the West line of said property to Northwest corner thereof and being on the North line of Section 23, Township 4 North, Range 14 West;
70. thence run East along and with the North line of said Section 23, said line also being the South line of Section 14, T-4-N, R-14-W, Lamar County, Mississippi, to the Western Row line of Oak Grove Road,
71. thence run Northeasterly along the said Western ROW line for 447.95 feet more or less, to the Southern property corner described in Deed Book 15-X, Page 200, Lamar County, Mississippi;
72. thence run N41°44'03"W for 115.09 feet,
73. thence run N48°22'37"E for 143.23 feet,
74. thence run S41°37'57"E for 115.30 feet more or less to the Western ROW line of said Oak Grove Road,
75. thence run Northeasterly along said ROW for 45.38 feet more or less, to a iron pin described in said Deed Book and Page,
76. thence run N42°27'00"W for 109.19 feet, all of which are described in said Deed Book 15-X, Page 200, Lamar County, Mississippi;
77. thence run N04°00'00"E for 214.00 feet,
78. thence run S71°00'00"E for 298.30 feet more or less to the Western ROW line of the said Oak Grove Road; said two calls are described in Deed Book 14-H, Page 144, Lamar County, Mississippi,
79. thence run along said ROW line for 161.49 feet more or less to the Southeastern corner of the property described in Deed Book 18-D, Page 175, Lamar County, Mississippi,
80. thence run N81°33'00"W for 198.48 feet more or less to the edge of a pond,
81. thence run Northwesterly and along the edge of said Pond for 169.39 feet as described in said Deed Book 18-D, Page 175; said point also being the Southwestern corner of the property described in Deed Book, 17-A, Page 414, Lamar County, Mississippi; from said corner run N03°00'00"E and along said pond for 61.00 feet,
82. thence N56°19'00"E for 91.30 feet,
83. thence run N76°56'00"E for 30.00 feet as described in the above said Deed Book 17-A, Page 414; said point also being the Southwestern Corner of the property described in Deed Book 10-M, Page 344, Lamar County, Mississippi,

84. from said point run N08°05'00"E for 231.00 feet more or less to the South line of the East-1/2 of the NE-1/4 of the SW-1/4, Section 14, T-4-N, R-14-W, Lamar County, Mississippi;
85. thence run West along said South line for 236.57 feet more or less to the SW corner of the said East-1/2 of the NE-1/4 of the SW-1/4,
86. thence run North along the West line of the said East-1/2 of the NE-1/4 of the SW-1/4 for 459.40 feet,
87. thence run East for 147.60 feet,
88. thence run North for 147.60 feet,
89. thence run East for 630.94 feet more or less to the Western ROW line of Weathersby Road,
90. thence continue West for 115.11 feet more or less to the Eastern ROW line of Oak Grove Road,
91. thence run in a Southwesterly Direction and along said ROW line for 2,316.00 feet more or less to the intersection with the Eastern ROW line of the said Oak Grove Road and the South line of the said Section 14, T-4-N, R-14-W, Lamar County, Mississippi;
92. thence run east to the Northeast corner of the afore mentioned Section 23, said point also being the Southwest corner of Section 13, Township 4 North, Range 14 West;
93. thence run North along and with the West line of said Section 13 to the Northwest corner of the Southwest ¼ of the Southwest ¼ of Section 13, Township 4 North, Range 14 West;
94. thence run East along and with the North line of the South ¼ of Section 13 to a point at the intersection with the West right-of-way line of Interstate Highway No. 59;
95. thence run North along the West right of way line of Interstate Highway No. 59 to the intersection with the Southern right-of-way line of Oak Grove Road (Old Highway No. 11);
96. thence run Southwesterly along said Southern ROW line for 800 feet, more or less, to a point being 80 feet due West of the West line of Foxgate Avenue,
97. thence run South for 399.80 feet,
98. thence run East for 80 feet to a point on the West line of Foxgate Avenue,
99. thence run South along the West line of Foxgate Avenue for 1037.90 feet to a point on the North line of Fox Terrace,
100. thence run West along the North line of Fox Terrace for 346 feet,
101. thence run North for 20 feet to a point on the South line of Section 12, T-4-N, R-14-W, Lamar County, Mississippi,
102. thence run West along the South line of said Section 12 for 20.70 feet,
103. thence run North for 140 feet,
104. thence run West for 70 feet,
105. thence run South for 140 feet,
106. thence run West for 83.80 feet to a point on the East line of the Lamar Park Estates Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County, said point being 20 feet North of the SE Corner of Lot 10, Block 3, of said Subdivision,
107. thence run Northerly along the East line of the Lamar Park Estates Subdivision for 759 feet,
108. thence run East for 95.50 feet to a point on the West line of the SW-1/4 of the SE-1/4 of said Section 12,

109. thence run North along the West line of the said SW-1/4 of the SE-1/4 for 449.80 feet to the intersection with the Southern ROW line of Oak Grove Road (Old Highway No. 11),
110. thence run Southwesterly along said Southern ROW line to the intersection with the extension of the Western ROW line of Westover Drive,
111. thence run North along the West ROW line of Westover Drive and its extension to a point where said ROW widens,
112. thence run S36°20'00"W along said ROW line of the widening of Westover Drive and Oak Grove Road (Old Highway No. 11) for 216.40 feet,
113. thence run N28°58'00"W for 157.20 feet,
114. thence run S61°02'00"W for 150 feet,
115. thence run S28°50'00"E for 200 feet to the Northern ROW line of Oak Grove Road (Old Highway No. 11),
116. thence run S55°32'00"W along said ROW line for 180.40 feet,
117. thence run N12°19'00"W, record N12°15'00"W, for 377.60 feet,
118. thence run S89°00'00"W for 239 feet, record 238.70 feet,
119. thence run S12°15'00"E for 460 feet, to the Northern ROW line of Oak Grove Road (Old Highway No. 11),
120. thence run S60°57'00"W along said Northern ROW line for 614.90 feet,
121. thence run North for 140 feet,
122. thence run West for 110 feet,
123. thence run North for 558.61 feet,
124. thence run West for 312 feet,
125. thence run South for 208 feet,
126. thence run East for 211.30 feet to the West line of North Cox Avenue,
127. thence run S09°45'00"E along said West line for 50.50 feet,
128. thence run West for 195 feet,
129. thence run South for 210 feet,
130. thence run S04°45'00"E for 82.20 feet,
131. thence run S65°39'00"W for 204.90 feet,
132. thence run S21°21'00"E for 345 feet to the Northern ROW line of Oak Grove Road (Old Highway No. 11),
133. thence run Southwesterly along said Northern ROW line for 193 feet,
134. thence run N23°30'00"W for 577.50 feet,
135. thence run West for 290 feet,
136. thence run S67°00'00"W for 301.60 feet to the intersection with the West line of Section 12, T-4-N, R-14-W, Lamar County, Mississippi,
137. thence run South along the West line of Section 12 to the SE Corner of the N-1/2 of the SE-1/4 of the SE-1/4 of Section 11, T-4-N, R-14-W, Lamar County, Mississippi,
138. thence run West along and with the South line of the N-1/2 of the SE-1/4 of the SE-1/4 of said Section 11 to the Southwest corner thereof;
139. thence run North along and with the West line of the SE-1/4 of the SE-1/4 of said Section 11 to the NW corner of the SE-1/4 of the SE-1/4 of said Section 11 ,
140. thence run West 596.40 feet, more or less, along the South line of the NW-1/4 of the SE-1/4 to a point which bears S89°16'50"W and is

660 feet from the NW Corner of the SW-1/4 of the SE-1/4 of Section 11, T-4-N, R-14-W, Lamar County, Mississippi, said NW Corner has previously been relocated and re-established by a decree in Chancery Court,

141. thence run S00°43'10"E for 68.53 feet,
142. thence run S87°46'50"W for 36.20 feet,
143. thence run S43°10'50"W for 99.80 feet,
144. thence run S31°53'50"W for 70.40 feet,
145. thence run S02°13'10"E for 84.80 feet,
146. thence run S34°57'10"E for 36 feet,
147. thence run N87°46'50"E for 21.30 feet,
148. thence run S01°07'58"W for 138.32 feet,
149. thence run S18°53'16"W for 78.60 feet,
150. thence run West for 206.35 feet,
151. thence run North for 193.08 feet,
152. thence run West for 324.27 feet to the East R.O.W. of Weathersby Road,
153. thence run South along said East R.O.W. for 244.71 feet to a point which intersects an extension of the North margin of North Lane;
154. thence run West 46.98 feet, more or less, to the intersection of the West R.O.W. of Weathersby Road and the North margin line of North Lane,
155. thence run North 89°30'25" West along said North Margin 408.58 feet,
156. thence run South 89°47'48" West for 200 feet,
157. thence run North 00°12'12" West 10 feet,
158. thence run South 89°47'45" West 81.26 feet, more or less, to the East line of Lakewood Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County,
159. thence run North 00°25'23" East for 567.59 feet,
160. thence run West 280.93 feet to the East R.O.W. of Lakewood Drive,
161. thence run South 89°24'03" West for 50 feet to the West R.O.W. of Lakewood Drive,
162. thence run South 00°27'23" East along said West R.O.W. for 200 feet to the Southeast corner of Lot 15 of said Lakewood Subdivision,
163. thence run West and along the South line of said Lot 15 for 269.05 feet to the Southwest corner of said Lot 15,
164. thence run South 00°27'23" East for 1,097.00 feet to the Southwest corner of Lot 26 of said Lakewood Subdivision,
165. thence run South 89°41'45" West for 9.48 feet,
166. thence run South 00°13'49" East for 30.71 feet to a cotton spindle in Shears Drive,
167. thence run North 89°47'22" West for 276 feet,
168. thence run South 00°25'21" East for 662.94 feet,
169. thence run North 89°47'22" West for 1,098.23 feet,
170. thence run North 04°54'02" West for 62.64 feet,
171. thence run North 01°19'32" West for 290.54 feet,
172. thence run North 00°27'46" East for 153.54 feet,
173. thence run North 00°17'04" East for 74.56 feet,
174. thence run North 00°27'07" West for 81.79 feet, said point being 51.89 feet West of the Southwest corner of said Section 11,

175. thence run West along the Section line common to Sections 10 and Section 15, all in Township 4 North, Range 14 West, to the NE corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 15;
176. thence run South a distance of 1320 feet, more or less, to the SE corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 15;
177. thence run West a distance of 900 feet, more or less; to a point on the South line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi, which point is 1705.50 feet East of the NW corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi, and also being the NE corner of property described in the first legal description appearing in the Land Deed Book 13-S at Page 652 in the Office of the Chancery Clerk of Lamar County, Mississippi,
178. thence run South 660 feet,
179. thence run S89°52'27"E for 287.75 feet;
180. thence run S03°23'30"E for 661.24 feet;
181. thence run S89°58'52"E for 1818.24 feet,
182. thence run S00°49'39"E for 1218.905 feet;
183. thence run S88°56'03"W for 278.02 feet;
184. thence run N02°33'32"W for 85.55 feet;
185. thence run N52°08'30"W for 126.78 feet;
186. thence run N30°03'53"E for 53.56 feet;
187. thence run N73°04'19"W for 155.05 feet;
188. thence run S21°14'51"W for 207.07 feet to the North margin line of Lincoln Road Extension (Sandy Run Road);
189. thence run N68°11'11"W along said North margin for 336.88 feet;
190. thence run N00°02'27"E for 177.69 feet;
191. thence run S89°46'05"W for 209.74 feet;
192. thence run S00°09'44"E for 105.00 feet to said North margin;
193. thence run N71°32'27"W along said North margin line for 164.00 feet;
194. thence run N00°47'48"W for 210.00 feet;
195. thence run N72°06'30"W for 104.85 feet to a point on the West line of the said NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, of said Section 15;
196. thence run S01°34'07"W for 212.21 feet, to the said North margin line;
197. thence run N71 °40' 19"W along said North margin line for 502.495 feet;
198. thence continue along said North margin line N71°24'03"W for 200.04 feet;
199. thence run N00°20'21"E for 667.21 feet to the South line of the NW $\frac{1}{4}$ of Section 15, Township 4 North, Range 14 West, Lamar County Mississippi,
200. thence run N89°52'27"W on and along said South line 232.76 feet;
201. thence run South for 382 feet,
202. thence run North 60°02'00" West for 340.60 feet;
203. thence run South 21°45'00" West for 156.90 feet, more or less, to the North Right-of-Way of Sandy Run Road;
204. thence run Northwesterly on and along said Right-of-Way for 1031.16 feet,
205. thence run North 190.05 feet;
206. thence run North 70°04'11" West for 165.74 feet;

207. thence run North for 934.62 feet to a point being 312 feet due East of the NW corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi;
208. thence run East for 900 feet, more or less, to the NE corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi;
209. thence run North for 660 feet, more or less, to the SE corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi;
210. thence run West for 667.73 feet, more or less, to the SW corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi;
211. thence run North on and along the West line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 15 for 260 feet,
212. thence run West for 500 feet, more or less, to the NE corner of the property described in Deed Book 13-V, Page 600, in the Office of the Chancery Clerk of Lamar County, Mississippi (after excepting therefrom the South 60 feet as provided for in said Deed at said Book and Page);
213. thence run South for 205.02 feet, more or less, to the SE corner of said property;
214. thence run West for 170 feet, more or less, to the SW corner of said property and the East Right-of-Way of Hegwood Road;
215. thence run North along said East Right-of-Way for 600 feet, more or less, to the North line of Section 16, Township 4 North, Range 14 West, Lamar County, Mississippi;
216. thence run West on and along said North line for 1320 feet, more or less, to the NE corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 16,
217. thence run South $00^{\circ}17'42''$ East for 1146.04 feet, more or less, to the North line of that certain 16th Section lease and contract recorded in Deed Book 10-W, Page 7 in the Office of the Chancery Clerk of Lamar County, Mississippi;
218. thence run South $00^{\circ}31'52''$ East on and along the East line of said property for 178.83 feet more or less to the Northwest corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16, T-4-N, R-14-W, Lamar County Mississippi,
219. thence run Easterly along the North line of the said SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ for 1276.80 feet more or less to the Western ROW line of Hegwood Drive;
220. thence run Southerly on and along the said Western ROW line of Hegwood Drive for 905 feet more or less to the Northern ROW line of Lincoln Road Extension;
221. thence run South for 100 feet to the Southern ROW line of Lincoln Road Extension;
222. thence run Southwesterly and along said Southern ROW line for 516.25 feet more or less to the intersection with the said Southern ROW line of Lincoln Road Extension and an East line of the above said property,
223. thence run South $00^{\circ}19'40''$ East for 231.22 feet, more or less, to the SE corner of said property,
224. thence run West for 1098 feet, more or less, to the NE corner of property described in that certain 16th Section land lease and

- contract recorded in Book 12-C at Page 163 in the Office of the Chancery Clerk of Lamar County, Mississippi;
225. thence run South for 1309.60 feet, more or less, to the SE corner of said property;
226. thence run West for 1572.59 feet, more or less, to the SW corner of said property as described in that certain 16th Section land lease and contract recorded in Book 12-C at Page 163 in the Office of the Chancery Clerk of Lamar County, Mississippi, and to the East Right-of-Way of Norton Road (commonly referred to as Old Highway No. 11);
227. thence run Southerly along and with said East right-of-way line to a point at the intersection of the South line of Section 16, Township 4 North, Range 14 West;
228. thence run West along and with said South line to the SW corner of said Section 16;
229. thence run North along and with said West line of Section 16, Township 4 North, Range 14 West, to the Northeast corner of the Woodstone subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County,
230. thence run $s88^{\circ}22'09''W$ and along the North line of said subdivision to the Eastern ROW line of Woodstone Drive,
231. thence run Northwesterly along said Eastern ROW line to the Northern ROW line of said Woodstone Drive,
232. thence run Southwesterly along said Northern ROW line to the Eastern ROW line of Woodstone Boulevard,
233. thence run Northwesterly and along said Eastern ROW line to its Intersection with the extension of the Northwestern line of Woodstone Phase II subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County,
234. thence run $S37^{\circ}25'06''W$ to and along said Northwestern line for 514.23 feet, more or less,
235. thence run $N88^{\circ}18'39''W$ and along said Northwestern line for 649.49 feet to the West line of the Northeast 1/4 of Section 17, T-4-N, R-14-W,
236. thence run $N00^{\circ}23'40''W$ and along said West line to the Southeast corner of Lot 1 of Unit 2, Lake Serene subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County,
237. thence run $s84^{\circ}22'45''W$ and along the south line of Lots 1 through 19 of said subdivision for 2,299.4 feet to the Southwest corner of said Lot 19,
238. thence run $N31^{\circ}07'15''E$ and along the West Line of said Lot 19 for 82.6 feet,
239. thence run $N27^{\circ}31'15''W$ and along the West Line of said Lot 19 for 205.0 feet,
240. thence run $N46^{\circ}36'E$ and along the West Line of said Lot 19 to the Southern ROW line of U.S. Highway 98,
241. thence run Southwesterly and along said Southern ROW line for 494 feet more or less to the East line of Lot 92 of Unit 1, Revised, Lake Serene Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County, Mississippi,
242. thence run $S14^{\circ}44'W$ and along the South line of said Lot 92 for 275 feet more or less,

243. thence run S50°35'W and along the South line of Lots 92 and 91 of said subdivision for 180.0 feet,
244. thence run S11°20'W and along the South line of Lot 91 of said subdivision for 179.6 feet,
245. thence run S56°34'W and along the South line of Lots 90 and 89 of said subdivision for 244.6 feet,
246. thence run N85°12'W and along the South line of Lot 89 of said subdivision for 2.6 feet to the Southwest corner of said Lot 89,
247. thence run N05°37'W and along the East line of Lot 88 of said subdivision to the Intersection with the Southern ROW line of U.S. Highway 98,
248. thence run Southwesterly along said Southern ROW line for 220.00 feet to the East line of Lot 86 of said subdivision,
249. thence run S05°37'E and along said East line to the South line of said Lot 86,
250. thence run S84°23'W and along the South line of Lots 86, 85, 84, 83, 82, 81, 78, 14, 11, 10, 9, 8, 7, 6, 5, 4, and 3 of said subdivision for 2,686.12 feet to the Southwest corner of said Lot 3,
251. thence run N00°45'W and along the West line of said Lot 3 to the Southern ROW line of U.S. Highway 98,
252. thence run N89°28"W for 77 feet more or less to the West ROW line of Cole Road,
253. thence run N00°32'E and along said West ROW line for 70.00 feet to the Cole Road sight flare,
254. thence run N69°29'53"W and along said sight flare for 219.27 feet to the Southern ROW line of U.S. Highway 98,
255. thence run Southwesterly along said Southern ROW line to its intersection with the East line of Section 14, T-4-N, R-15-W,
256. thence run South and along said East line to the Southeast corner of the Northeast 1/4 of said Section 14,
257. thence run West and along the South line of said Northeast 1/4 to the Southwest corner of said Northeast 1/4,
258. thence run North and along the West line of said Northeast 1/4 to its intersection with the Southern ROW line of U.S. Highway 98,
259. thence run Southwesterly and along said Southern ROW line to the West line of Section 14, T-4-N, R-15-W,
260. thence run North and along said West line to the Northern ROW line of U.S. Highway 98,
261. thence run Northeasterly and along said Northern ROW line to the Eastern ROW line of Graham Road,
262. thence run N02°36'54"W and along said Eastern ROW line for 423.50 feet,
263. thence run N00°26'01"E and along said Eastern ROW line for 210.00 feet,
264. thence run N81°07'03"E for 366.39 feet,
265. thence run S02°36'54"E for 535.00 feet to said Northern ROW line of U.S. Highway 98,
266. thence run Northeasterly along said Northern ROW line to the West line of the property described in the Warranty Deed at Book 4-T, Page 48, as recorded in the office of the Chancery Clerk for Lamar County,
267. thence run North and along said West line for 1,158.8 feet to the Northwest corner of the property described in the Warranty Deed at

- Book 5-I, Page 13, as recorded in the office of the Chancery Clerk for Lamar County,
268. thence run East to the Eastern ROW line of Mississippi Highway 589,
 269. thence run Southeasterly and along said Eastern ROW line to the Northern ROW line of U.S. Highway 98,
 270. thence run Northeasterly along said Northern ROW line to the West line of Section 13, T-4-N, R-15-W,
 271. thence run North along said West line to the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of said Section 13,
 272. thence run N00°04'W and along said West line for 660 feet,
 273. thence run N89°57'E for 479.37 feet,
 274. thence run S34°50'55"E for 316.73 feet,
 275. thence run S00°04'E for 99.63 feet,
 276. thence run N84°01'E for 17.94 feet,
 277. thence run S10°16'28"E for 260.73 feet to the Northern ROW line of U.S. Highway 98,
 278. thence run Northeasterly and along said Northern ROW line to the East line of Section 13, T-4-N, R-15-W,
 279. thence run North and along said East line for 844.5 feet to the Southwest corner of Section 7, T-4-N, R-14-W,
 280. thence run N00°08'E and along the West line of said Section 7 for 330 feet,
 281. thence run East for 1,414.42 feet to the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 7,
 282. thence run S00°10'E and along said East line for 301.79 feet to the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of said Section 7,
 283. thence run Easterly and along said South line to the Southwest corner of the Southwest 1/4 of the Southeast 1/4, of said Section 7,
 284. thence run N00°14'10"E and along the West line of said Southwest 1/4 of the Southeast 1/4 for 1,006.30 feet,
 285. thence run S89°55'01"E for 1,428.64 feet to the East line of said Southwest 1/4 of the Southeast 1/4,
 286. thence run S00°34'E and along said East line to the Northwest corner of Lot 4 of the Lake Serene North Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County,
 287. thence run N84°23'E and along the North line of said Lot 4 for 338.0 feet to the West ROW line of Mackerel Drive,
 288. thence run N04°37'W and along said West ROW line for 64.4 feet, more or less, to the Westerly Extension of the North line of Lot 3 of said Lake Serene North subdivision,
 289. thence run N84°23'E for 50.00 feet to the Northwest corner of Lot 3 of said Lake Serene North subdivision,
 290. thence continue N84°23'E and along the North line of said Lot 3 for 243.3 feet,
 291. thence run S36°05'E and along the North line of said Lot 3 for 68.9 feet to the Northeast corner of said Lot 3,
 292. thence run S04°23'E and along the East line of said Lot 3 for 423.9 feet to the Northern ROW line of U.S. Highway 98,
 293. thence run Northeasterly along said Northern ROW line to the West line of Lot 83 of said Lake Serene North subdivision,

294. thence run N04°40'W and along said West line for 9.6 feet,
295. thence run N14°11'E and along said West line for 203.4 feet,
296. thence run N28°26'E and along said West line for 163.9 feet,
297. thence run N30°55'E and along said West line for 137.0 feet,
298. thence run N19°06'E and along said West line for 29.5 feet to the Northwest corner of said Lot 83
299. thence run N84°22'39"E and along the North line of Lots 83, 82, 81, 80 and 79 of said Lake Serene North subdivision for 871.0 feet to the Northwest corner of Lot 78 of said Lake Serene North subdivision,
300. from said Northwest corner run in an Easterly direction on and along the Northern boundary line of Lots 78, 77, 76 and 75 of the said Lake Serene North Subdivision for 760.00 feet more or less to the Northwesterly corner of Lot 73 of said subdivision,
301. thence run N65°30'00"E along the Northern line of said Lot 73 for 477.30 feet more or less to the Northeasterly corner of lot 73 and the Western ROW line of Baracuda Drive;
302. thence run Northeasterly at right angles and perpendicular to said Western ROW line for 50 feet to the Northeastern ROW line of Baracuda Drive;
303. thence run Northwesterly on and along the said ROW line for 63.37 feet more or less to the Northwest corner of Lot 58 of the Rolling Hills Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County,,
304. thence run Northwesterly along the Northeastern ROW line of Baracuda Drive for 313.5 feet to the Northwest corner of lot 57 of said subdivision;
305. thence run N76°18'E and along the North line of said lot 57 for 228.5 feet,
306. thence run N62°56'E and along the North line of Lot 56 of said subdivision for 101.1 feet,
307. thence run N70°10'E and along the North line of Lot 56, 55 and 54 of said subdivision for 239.3 feet,
308. thence run S83°38'E and along the North line of Lot 54 and 53 of said subdivision for 138.3 feet,
309. thence run N62°47'E and along the North line of Lot 53 and 52 of said subdivision for 86.2 feet,
310. thence run S81°15'E and along the North line of Lot 52 and 51 of said subdivision for 178.9 feet,
311. thence run N78°08'E and along the North line of Lot 50 and 49 of said subdivision for 223.5 feet,
312. thence run N71°54'E and along the North line of Lot 48, 47 and 46 of said subdivision for 272.3 feet,
313. thence run S81°09'E and along the North line of Lot 46 and 45 of said subdivision for 101.2 feet,
314. thence run N38°19'E and along the North line of Lot 45 of said subdivision for 108.1 feet,
315. thence run S00°31'E and along the East line of Lot 45 of said subdivision for 796.9 feet to the Northeastern ROW line of Windlass Drive,
316. thence run Southeasterly along said Eastern ROW line for 195.00 feet more or less to the Northwest corner of Lot 44 of the said Rolling Hills Subdivision;

317. thence run N48°52'00"E along the Northwest line of said Lot 44 for 530.80 feet more or less to the Northeast corner of said Lot 44, said point also being the Northwest corner of Lot 43 of the said subdivision;
318. thence run N89°23'00"E along the North line of said Lot 43 for 218.30 feet more or less to the East line of the SE ¼ of the SE ¼, of Section 8, T-4-N, R-14-W, Lamar County, Mississippi,
319. thence run North to a point of intersection with the Westerly extension of the North line of the William Hover property as recorded in Deed Book 12-0 page 510 of the land records of Lamar County, Mississippi;
320. thence run East along said extension and North line to the Northeast corner of said William Hover property as recorded in Deed Book 12-0 page 510 of the land records of Lamar County, Mississippi;
321. thence run Northeasterly to the Southwest corner of the Northwest ¼ of Section 10, Township 4 North, Range 14 West, Lamar County, Mississippi,
322. thence run North along and with the West line of Section 10 to a point on the East right-of-way line of Gravel Pit Road;
323. thence run Northeasterly along and with said right-of-way line to a point marking the Northwest corner of the Josh Morris property as recorded in Deed Book 12-Y page 599;
324. thence run Easterly along the North line of the Josh Morris property to the Northeast corner thereof;
325. thence Southerly along the East line of the Josh Morris property to the SE corner thereof and being on the North line of Section 10, Township 4 North, Range 14 West;
326. thence run East along said North line to the Northeast corner of Section 10, T-4-N, R-14-W, Lamar County, Mississippi, said point being also the Southwest corner of Section 2, T-4-N, R-14-W,
327. thence run North along the West line of the Southwest ¼ of said Section 2, for 355 feet, more or less, to the Southernmost right-of-way of West 4th Street,
328. thence run in an Easterly direction along the aforementioned Southern right-of-way for 1200.75 feet,
329. thence run S 06°50'51" W for 10.94 feet,
330. thence run S 01°24'52" W for 40.55 feet,
331. thence run S 01°15'31" W for 51.15 feet,
332. thence run S 07°03'42" E for 367.38 feet to the South line of said Section 2, said point being 1308.20 feet East of the Southwest corner of said Section 2,
333. thence run East along the North line of Section 11 and Section 12, Township 4 North, Range 14 West, to the intersection with the West ROW line of Interstate Highway No. 59,
334. thence run Northerly along the said West ROW line of Interstate Highway No. 59 to an existing concrete highway marker at the intersection of the South Right-of-Way of the Longleaf Trace Rails to Trails with the West Right-of-Way of Interstate Highway No. 59, and
335. thence run N 76°04'09" W along said Southern Right-of-Way of the Longleaf Trace Rails to Trails for 231.83 feet,
336. thence run S 13°55'51" W along said Southern Right-of-Way for 50 feet,

337. thence run N 76°04'09" W along said Southern Right-of-Way for 514.71 feet,
338. thence run N 13°55'51" E along said Southern Right-of-Way for 25 feet,
339. thence run N 76°04'09" W along said Southern Right-of-Way for 471.41 feet,
340. thence run N 00°02'44" E along said Southern Right-of-Way for 15.45 feet,
341. thence run N 76°04'09" W along said Southern Right-of-Way for 293.85 feet, more or less, to the Eastern Right-of-Way of West Hills Drive,
342. thence run S 15°40'49" E along said Eastern Right-of-Way of West Hills Drive for 299.85 feet,
343. thence run S 20°26'38" W along said Eastern Right-of-Way for 120.42 feet,
344. thence run S 15°40'49" E along said Eastern Right-of-Way for 63.62 feet to the Northeast Right-of-Way flare of West 4th Street and West Hills Drive,
345. thence run S 71°58'36" E along said Right-of-Way flare for 31.81 feet to the Northern Right-of-Way of West 4th Street,
346. thence run S 74°23'34" W for 136.46 feet to the Northwest Right-of-Way flare of West 4th Street and West Hills Drive,
347. thence run Southwesterly along the North Right-of-Way of West 4th Street along a curve to the right with radius of 601.62 feet, a chord distance of 137.65 feet and a chord bearing of S 87°28'25" W for 137.95 feet,
348. thence run N 85°57'27" W along said North Right-of-Way for 224.76 feet,
349. thence run N 07°52'45" E for 173.40 feet,
350. thence run N 03°55'09" E for 62.41 feet,
351. thence run East for 296.40 feet to the Western Right-of-Way of West Hills Drive,
352. thence run N 15°40'49" W along said Western Right-of-Way for 295.92 feet, more or less, to the Southern Right-of-Way of the Longleaf Trace Rails to Trails,
353. thence run N 21°13'15" W for 103.96 feet, more or less, to the Northern Right-of-Way of the Longleaf Trace Rails to Trails,
354. thence run N 13°55'51" E along said Northern Right-of-Way for 25.00 feet,
355. thence run S 76°04'09" E along said Northern Right-of-Way for 407.03 feet,
356. thence run N 00°02'44" E along said Northern Right-of-Way for 25.75 feet,
357. thence run S 76°04'09" E along said Northern Right-of-Way for 508.49 feet,
358. thence run N 13°55'51" E along said Northern Right-of-Way for 25.00 feet,
359. thence run S 76°04'09" E along said Northern Right-of-Way for 714.71 feet,
360. thence run S 13°55'51" W along said Northern Right-of-Way for 50.00 feet,
361. thence run S 76°04'09" E along said Northern Right-of-Way for 26.22 feet, more or less, to an existing concrete highway marker on the West Right-of-Way of Interstate Highway No. 59,

362. thence run Northerly along the said West ROW line of Interstate Highway No. 59 to the South line of Section 36, T-5-N, R-14-W, Forrest County, Mississippi;
363. thence run West along the South line of Section 36 to a Concrete Monument at the SW corner of Section 36, T-5-N, R-14-W, Forrest County, Mississippi, said corner also being the NE corner of Section 2, T-4-N, R-14-W, Lamar County Mississippi;
364. thence run S00°38'37"E along the East line of said Section 2 for 2270.18 feet to a ½" Rebar and the North Right of Way Line of the Longleaf Trace Rails to Trails (Mississippi Central Railroad Co.) (Illinois Central Gulf Railroad),
365. thence run N76°03'42"W along the said Right of Way Line for 1093.48 feet to a ½" Rebar,
366. thence run S13°56'18"W along said Right of Way Line for 50.00 feet to a ½" Rebar,
367. thence run N76°03'42"W along said Right of Way Line for 1646.69 feet to a ½" Rebar and the West Line of the Northeast ¼ of Section 2;
368. thence run S00°42'36"W along said West Line for 92.73 feet more or less to the South Right-of-Way of Longleaf Trace Rails to Trails,
369. thence run in a Northwesterly direction along said South Right-of-Way for 4115.00 feet, more or less, to the Northeast corner of that portion of The Community of Greystone that lies South of the Longleaf Trace Rails to Trails,
370. thence run S 00°04'43" W for 393.53 feet,
371. thence run N 89°58'08" W for 1299.26 feet,
372. thence run S 89°52'39" W for 2621.35 feet to the East Right-of-Way of Jackson Road,
373. thence run N 00°57'29" W along said East Right-of-Way for 271.11 feet to the South Right-of-Way of the Longleaf Trace Rails to Trails,
374. thence run North along said East Right-of-Way for 100 feet to the North Right-of-Way of the Longleaf Trace Rails to Trails,
375. thence run N 00°06'42" W along said East Right-of-Way for 390.26 feet,
376. thence run N 00°50'17" E along said East Right-of-Way of Jackson Road for 551.82 feet to the South line of Section 34, T-5-N, R-14-W, Forrest County, Mississippi,
377. thence run West along the South line of said Section 34 and Section 33 to the SW Corner of Section 33, T-5-N, R-14-W,
378. thence run North to the NW Corner of said Section 33,
379. thence run East along the North line of said Section 33 to a point that is 430.00 feet due West of the NE corner of said Section 33,
380. thence run North for 120.00 feet,
381. thence run East for 430.00 feet
382. thence run South for 120.00 feet to the NE corner of Section 33, T-5-N, R-14-W,
383. thence run East along the North lines of Sections 34, 35 and 36, all in T-5-N, R-14-W, to the NW Corner of the NE-1/4 of said Section 36,
384. thence run North to the NE Corner of the SE-1/4 of the SW-1/4 of Section 25, T-5-N, R-14-W
385. thence run West to a point 840 feet East of the SW Corner of the NE-1/4 of the SW-1/4 of said Section 25,

386. thence run North for 630 feet,
387. thence run West for 840 feet to a point on the West line of the said NE-1/4 of the SW-1/4,
388. thence run North to a point on the Southwesterly ROW line of U.S. Highway No. 49,
389. thence run Northwesterly along the Southwesterly ROW line of said Highway for 347 feet,
390. thence run S 35°43' W to the Northeasterly margin line of Old Rawls Springs Road,
391. thence run Northwesterly along the Northeasterly margin line of said Road for 420 feet, more or less, to the Southernmost corner of the Spring Forrest Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Forrest County,
392. thence run Northeasterly along the Southeasterly boundary of said Subdivision to the intersection with the Southwesterly R.O.W. line of U.S. Highway No. 49,
393. thence run Northwesterly along the Southwesterly R.O.W. line of said Highway to the intersection with the North line of Section 25, T-5-N, R-14-W,
394. thence run West along the South line of Section 24 and 23, both in T-5-N, R-14-W, to the intersection with the Northeasterly margin line of Old Rawls Springs Road,
395. thence run Northwesterly along the Northeasterly margin line of said Road for 641 feet,
396. thence run N79°09'E for 183.8 feet,
397. thence run N80°E for 115 feet,
398. thence run N30°W for 105 feet,
399. thence run N80°E for 135 feet,
400. thence run N00°34'E for 520 feet to the Southwestern R.O.W. line of U.S. Highway No. 49,
401. thence run Northwesterly along the Southwestern ROW line of said Highway to its intersection with the South ROW line of Mississippi Highway 42,
402. thence run Westerly and along said South ROW line to the Western ROW line of Archie Smith Road,
403. thence run Northwesterly and along said Western ROW line and along the Western ROW line of Lott Town Road to its Intersection with the West line of the East 1/2 of the Southwest 1/4 of Section 5, T-5-N, R-14-W,
404. thence run North and along said West line to the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 5,
405. thence run East and along the North line of said Northeast 1/4 of the Southwest 1/4 to the Northeast corner of said Northeast 1/4 of the Southwest 1/4,
406. thence run South and along the East line of said Northeast 1/4 of the Southwest 1/4 to the Northwest corner of the Southwest 1/4 of the Southeast 1/4,
407. thence run East and along the North line of said Southwest 1/4 of the Southeast 1/4 to the Northeast corner of said Southwest 1/4 of the Southeast 1/4,
408. thence run South and along the East line of said Southwest 1/4 of the Southeast 1/4 to the North ROW line of said Mississippi Highway 42,

409. thence run Easterly and along said North ROW line to its Intersection with the West line of Section 4, T-5-N, R-14-W,
410. thence continue Easterly along said North ROW line for 630 feet,
411. thence run North for 364.85 feet,
412. thence run West for 522.43 feet,
413. thence run North for 133.11 feet,
414. thence run West for 107.43 feet to said West line of said Section 4,
415. thence run North along said West line to the Southwestern bank of Bouie River,
416. thence run Southeasterly along said Southwestern bank to its intersection with the North line of the S-1/2 of the S-1/2 of Section 14, T-5-N, R-14-W,
417. thence run West to a point 370 feet West of the NE Corner of the SE-1/4 of the SW-1/4 of said Section 14,
418. thence run South to the intersection with the Southern margin line of Peps Point Road,
419. thence run Southwesterly along the Southern margin line of said Road to its intersection with the Northeasterly ROW line of U.S. Highway No. 49,
420. thence run Southeasterly along the Northeasterly ROW line of said Highway to its intersection with the centerline of Big Creek,
421. thence run Easterly along the centerline of Big Creek to its intersection with the Southwestern Bank of Bouie River,
422. thence run Southeasterly along the Southwestern Bank of Bouie River to its intersection with the North line of the NW-1/4 of the NW-1/4 of Section 3, T-4-N, R-13-W, Forrest County, Mississippi, and back to the Point of Beginning.

In the event the decision of the Chancery Court of Lamar County results in the denial of the April 7, 2015, annexation Ordinance No. 3155, the corporate limits and boundaries of the City of Hattiesburg, Mississippi, lying and being in Lamar and Forrest Counties, Mississippi, as enlarged, extended and fixed by this Amended Ordinance shall be as follows, to-wit:

**CITY OF HATTIESBURG
EXISTING CORPORATE LIMITS WITH
PROPOSED AREAS "PAA 1," "PAA 2," AND "PAA 3,"
PROVIDED THE CHANCERY COURT DENIES THE 2015 ANNEXATION
ORDINANCE NOW PENDING BEFORE IT**

1. Beginning at the intersection of the Southwesterly bank of Bouie River and the North line of the NW-1/4 of the NW-1/4 of Section 3, T-4-N, R-13-W, in the County of Forrest, State of Mississippi,
2. and thence run East along the North line of Section 3, to the intersection of the Southwesterly bank of Bouie River with the North line of the E-1/2 of said Section 3,
3. thence run Southeasterly along the Southwesterly bank of Bouie River to its intersection with the Western Bank of Leaf River,

4. thence run Southeasterly along the Western Bank of Leaf River to a point where it intersects with the south line of Section 32, T-4-N, R-12-W,
5. thence run Westerly along the South line of said Section 32 to its SW Corner, said Corner being the same as the NE Corner of Section 6, T-3-N, R-12-W,
6. thence run South along the Eastern line of Section 6, T-3-N, R-12-W, to the SE Corner of said Section 6,
7. thence run West along the South line of Section 6, T-3-N, R-12-W, and along the South line of Section 1 and 2, T-3-N, R-13-W, to the intersection with the Eastern ROW line of U.S. Highway No. 49,
8. thence run Southeasterly along the Eastern ROW line of said Highway to its intersection with the South line of Section 25, T-3-N, R-13-W,
9. thence run West to the intersection with the Western ROW line of U.S. Highway No. 49,
10. thence run Northwesterly along the Western ROW line of said Highway to its intersection with the Southern ROW line of U.S. Highway No. 98,
11. thence run Westerly along the Southern ROW line of said Highway to its intersection with an extension of the Western margin line of the Walker Road,
12. thence run Northerly with and along said extension and along the Western margin line of said Walker Road to its intersection with the Western margin line of the Carter Pitt Road,
13. thence run Northwesterly along the Western margin line of Carter Pitt Road to its intersection with the Western margin line of the Elks Lake Road,
14. thence run Northerly along the Western margin line of said Elks Lake Road to its intersection with the North line of Section 3, T-3-N, R-13-W,
15. thence run West along the North line of Section 3, 4 and 5, all in T-3-N, R-13-W, to the NE Corner of the NW-1/4 of said Section 5, T-3-N, R-13-W,
16. thence run South to the NW Corner of the SW-1/4 of the SE-1/4 of said Section 5,
17. thence run East along the North line of said SW-1/4 of the SE-1/4 to the NE Corner of the said SW-1/4 of the SE-1/4,
18. thence run South along the East line of said SW-1/4 of the SE-1/4 to the SE Corner of said quarter, also being the South line of Section 5,
19. thence run West along the South line of Section 5 to the intersection of the South line of said Section 5 and the Southern ROW line of Ira Hudson Road,
20. thence run Northwesterly along said Southern ROW line to the intersection of said Southern ROW line of said road and the West line of the said SW-1/4 of the SE-1/4,
21. thence run South to the SE Corner of the SW-1/4 of said Section 5,
22. thence run West along the South line of Section 5 to its intersection with the Western ROW line of Interstate Highway No. 59,
23. thence run Northwesterly along the Western ROW line of said Highway No. 59 to the intersection with the South line of the SE

- 1/4 of the NE 1/4 of Section 6, T-3-N, R-13-W, Forrest County, Mississippi, and said ROW line,
24. thence run N89°21'41"W along the said South line of the said SE-1/4 of the NE-1/4 for 684.46 feet more or less, to the East line of the Graham's Pine Acres Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Forrest County,
 25. thence run N34°02'44"W 74.33 feet more or less, to the SE corner of Lot 1 of said Subdivision,
 26. thence run N33°18'47"W along the East line of said Lot 1 for 189.08 feet more or less, to the NE corner of said Lot 1,
 27. thence run N39°17'15"W along the East line of said Lot 2 for 212.63 feet to the SE corner of Lot 3 of said Subdivision,
 28. thence run N37°39'51"W along the East line of said Lot 3 for 208.99 feet to the SE corner of Lot 4 of said Subdivision,
 29. thence run N40°20'19"W along the East line of said Lot 4 for 209.89 feet to the SE corner of Lot 5 of said Subdivision,
 30. thence run S72°48'24"W along the South line of said Lot 5 for 110.17 feet,
 31. thence run N38°57'10"W for 99.67 feet,
 32. thence run S72°27'16"W for 100.00 feet,
 33. thence run N38°54'31"W for 109.98 feet to the SW corner of Lot 6 of said Subdivision,
 34. thence run N72°29'45"E along the South line of said Lot 6 for 210.39 feet to the SE corner of said Lot 6,
 35. thence run N39°11'30"W along the East line of said Lot 6 for 209.35 feet to the SE corner of Lot 7 of said Subdivision,
 36. thence run N37°58'56"W along the East line of said Lot 7 for 209.90 feet to the SE corner of Lot 8 of said Subdivision,
 37. thence run N29°18'20"W along the East line of said Lot 8 for 210.12 feet to the NE corner of said Lot 8,
 38. thence run S75°07'29"W along the North line of said Lot 8 for 211.22 feet to the East margin line of Sullivan-Kilrain Road,
 39. thence run Southwesterly for 37.43 feet, more or less, to the West margin line of Sullivan-Kilrain Road and the Southeast corner of the James H. And Patricia D. McPhail property,
 40. thence run South 69°24'05" West for 241.42 feet,
 41. thence run South 28°37'30" East for 350.00 feet,
 42. thence run South 67°58'41" West for 181.60 feet,
 43. thence run South 39°02'26" East for 249.49 feet,
 44. thence run South 24°18'54" West for 193.28 feet,
 45. thence run North 89°25'02" West for 594.50 feet to the East Right-of-Way of U.S. Highway No. 11,
 46. thence continue North 89°25'02" West for 106.82 feet, more or less, to the West Right-of-Way of U.S. Highway No. 11,
 47. thence run Northeasterly along said West Right-of-Way for 252.00 feet more or less to a 4-1/2" round concrete monument,
 48. thence run N87°39'06"W for 940.43 feet more or less to a 4-1/2" round concrete monument,
 49. thence run N00°41'57"E for 607.52 feet more or less to a 4-1/2" round concrete monument and the NW corner of the SE-1/4 of the NW-1/4 of Section 6, T-3-N, R-13-W, Forrest County, Mississippi,

50. thence run N89°05'44"E for 1,223.44 feet more or less to the West Right-of-Way of U.S. Highway No. 11,
51. thence run Northeasterly along said West Right-of-Way for 571.50 feet, more or less, to the West Right-of-Way of Sullivan-Kilrain Road,
52. thence run North 09°27'32" West along the West Right-of-Way of Sullivan-Kilrain Road for 155.01 feet,
53. thence run N09°06'09"W along said West margin line for 567.83 feet to the North line of Section 6, T-3-N, R-13-W, Forrest County, Mississippi,
54. thence run N88°16'08"W for 38.02 feet to the NW Corner of the NW 1/4 of the NE 1/4 of said Section 6,
55. thence continue West along the North line of Section 6, to the NW Corner of said Section 6, said point being on the Forrest County/Lamar County line,
56. thence run North along the Forrest County/Lamar County line to the intersection of the East line of Section 25, T-4-N, R-14-W, Lamar County, Mississippi, with the West Right-of-Way line of Interstate Highway No. 59,
57. thence run in a Northwesterly direction following the West Right-of-Way line to a point of intersection with the South line of the Mississippi Power Company property as recorded in Deed Book 4F page 195, of the land records of Lamar County, Mississippi;
58. thence run West along the South line of said property to the Southwest corner thereof;
59. thence run North along the West line of said property as recorded in Deed Book 4F pages 195 and 197 and with an extension of said West line to a point of intersection with the Northern Boundary of Richburg Road;
60. thence run Northeasterly along said Northern boundary to a point of intersection with the East line of the West ½ of the West ¼ of the Northeast ¼ of said Section 25, T-4-N, R-14-W, Lamar County, Mississippi;
61. thence run North along and with said East line to the North line of said Section 25;
62. thence run West along said North line to the Northwest corner of the Northeast ¼ of said Section 25;
63. thence run North along the Half Section line of Section 24, Township 4 North, Range 14 West, to the Southeast corner of the Northwest ¼ of said Section 24;
64. thence run West along and with the South line of said Northwest ¼ to the Southwest corner of said Northwest ¼;
65. thence run North along and with the West line of said Section 24 to a point marking the Southeast corner of the William Wicht property as recorded in Deed Book 4G page 168 of the land records of Lamar County, Mississippi;
66. thence run West along and with the South line of said property to the Southwest corner thereof, said point also being the Southeast corner of the Alex Currie property as recorded in Deed Book 5E page 974 of the land records of Lamar County, Mississippi;
67. thence run West along and with said property line and an extension thereof to a point on the Southwest right-of-way line of Sandy Run Road;

68. thence run Northwesterly along and with the Southwest right-of-way to a point at the intersection of an extension of the West line of the Robert Weathers property as recorded in Deed Book 9V page 439;
69. thence run North along and with the extension and the West line of said property to Northwest corner thereof and being on the North line of Section 23, Township 4 North, Range 14 West;
70. thence run East along and with the North line of said Section 23, said line also being the South line of Section 14, T-4-N, R-14-W, Lamar County, Mississippi, to the Western Row line of Oak Grove Road,
71. thence run Northeasterly along the said Western ROW line for 447.95 feet more or less, to the Southern property corner described in Deed Book 15-X, Page 200, Lamar County, Mississippi;
72. thence run N41°44'03"W for 115.09 feet,
73. thence run N48°22'37"E for 143.23 feet,
74. thence run S41°37'57"E for 115.30 feet more or less to the Western ROW line of said Oak Grove Road,
75. thence run Northeasterly along said ROW for 45.38 feet more or less, to a iron pin described in said Deed Book and Page,
76. thence run N42°27'00"W for 109.19 feet, all of which are described in said Deed Book 15-X, Page 200, Lamar County, Mississippi;
77. thence run N04°00'00"E for 214.00 feet,
78. thence run S71°00'00"E for 298.30 feet more or less to the Western ROW line of the said Oak Grove Road; said two calls are described in Deed Book 14-H, Page 144, Lamar County, Mississippi,
79. thence run along said ROW line for 161.49 feet more or less to the Southeastern corner of the property described in Deed Book 18-D, Page 175, Lamar County, Mississippi,
80. thence run N81°33'00"W for 198.48 feet more or less to the edge of a pond,
81. thence run Northwesterly and along the edge of said Pond for 169.39 feet as described in said Deed Book 18-D, Page 175; said point also being the Southwestern corner of the property described in Deed Book, 17-A, Page 414, Lamar County, Mississippi; from said corner run N03°00'00"E and along said pond for 61.00 feet,
82. thence N56°19'00"E for 91.30 feet,
83. thence run N76°56'00"E for 30.00 feet as described in the above said Deed Book 17-A, Page 414; said point also being the Southwestern Corner of the property described in Deed Book 10-M, Page 344, Lamar County, Mississippi,
84. from said point run N08°05'00"E for 231.00 feet more or less to the South line of the East-1/2 of the NE-1/4 of the SW-1/4, Section 14, T-4-N, R-14-W, Lamar County, Mississippi;
85. thence run West along said South line for 236.57 feet more or less to the SW corner of the said East-1/2 of the NE-1/4 of the SW-1/4,
86. thence run North along the West line of the said East-1/2 of the NE-1/4 of the SW-1/4 for 459.40 feet,
87. thence run East for 147.60 feet,
88. thence run North for 147.60 feet,
89. thence run East for 630.94 feet more or less to the Western ROW line of Weathersby Road,

90. thence continue West for 115.11 feet more or less to the Eastern ROW line of Oak Grove Road,
91. thence run in a Southwesterly Direction and along said ROW line for 2,316.00 feet more or less to the intersection with the Eastern ROW line of the said Oak Grove Road and the South line of the said Section 14, T-4-N, R-14-W, Lamar County, Mississippi;
92. thence run east to the Northeast corner of the aforementioned Section 23, said point also being the Southwest corner of Section 13, Township 4 North, Range 14 West;
93. thence run North along and with the West line of said Section 13 to the Northwest corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 13, Township 4 North, Range 14 West;
94. thence run East along and with the North line of the South $\frac{1}{4}$ of Section 13 to a point at the intersection with the West right-of-way line of Interstate Highway No. 59;
95. thence run North along the West right of way line of Interstate Highway No. 59 to the intersection with the Southern right-of-way line of Oak Grove Road (Old Highway No. 11);
96. thence run Southwesterly along said Southern ROW line for 800 feet, more or less, to a point being 80 feet due West of the West line of Foxgate Avenue,
97. thence run South for 399.80 feet,
98. thence run East for 80 feet to a point on the West line of Foxgate Avenue,
99. thence run South along the West line of Foxgate Avenue for 1037.90 feet to a point on the North line of Fox Terrace,
100. thence run West along the North line of Fox Terrace for 346 feet,
101. thence run North for 20 feet to a point on the South line of Section 12, T-4-N, R-14-W, Lamar County, Mississippi,
102. thence run West along the South line of said Section 12 for 20.70 feet,
103. thence run North for 140 feet,
104. thence run West for 70 feet,
105. thence run South for 140 feet,
106. thence run West for 83.80 feet to a point on the East line of the Lamar Park Estates Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County, said point being 20 feet North of the SE Corner of Lot 10, Block 3, of said Subdivision,
107. thence run Northerly along the East line of the Lamar Park Estates Subdivision for 759 feet,
108. thence run East for 95.50 feet to a point on the West line of the SW-1/4 of the SE-1/4 of said Section 12,
109. thence run North along the West line of the said SW-1/4 of the SE-1/4 for 449.80 feet to the intersection with the Southern ROW line of Oak Grove Road (Old Highway No. 11),
110. thence run Southwesterly along said Southern ROW line to the intersection with the extension of the Western ROW line of Westover Drive,
111. thence run North along the West ROW line of Westover Drive and its extension to a point where said ROW widens,

112. thence run S36°20'00"W along said ROW line of the widening of Westover Drive and Oak Grove Road (Old Highway No. 11) for 216.40 feet,
113. thence run N28°58'00"W for 157.20 feet,
114. thence run S61°02'00"W for 150 feet,
115. thence run S28°50'00"E for 200 feet to the Northern ROW line of Oak Grove Road (Old Highway No. 11),
116. thence run S55°32'00"W along said ROW line for 180.40 feet,
117. thence run N12°19'00"W, record N12°15'00"W, for 377.60 feet,
118. thence run S89°00'00"W for 239 feet, record 238.70 feet,
119. thence run S12°15'00"E for 460 feet, to the Northern ROW line of Oak Grove Road (Old Highway No. 11),
120. thence run S60°57'00"W along said Northern ROW line for 614.90 feet,
121. thence run North for 140 feet,
122. thence run West for 110 feet,
123. thence run North for 558.61 feet,
124. thence run West for 312 feet,
125. thence run South for 208 feet,
126. thence run East for 211.30 feet to the West line of North Cox Avenue,
127. thence run S09°45'00"E along said West line for 50.50 feet,
128. thence run West for 195 feet,
129. thence run South for 210 feet,
130. thence run S04°45'00"E for 82.20 feet,
131. thence run S65°39'00"W for 204.90 feet,
132. thence run S21°21'00"E for 345 feet to the Northern ROW line of Oak Grove Road (Old Highway No. 11),
133. thence run Southwesterly along said Northern ROW line for 193 feet,
134. thence run N23°30'00"W for 577.50 feet,
135. thence run West for 290 feet,
136. thence run S67°00'00"W for 301.60 feet to the intersection with the West line of Section 12, T-4-N, R-14-W, Lamar County, Mississippi,
137. thence run South along the West line of Section 12 to the SE Corner of the N-1/2 of the SE-1/4 of the SE-1/4 of Section 11, T-4-N, R-14-W, Lamar County, Mississippi,
138. thence run West along and with the South line of the N-1/2 of the SE-1/4 of the SE-1/4 of said Section 11 to the Southwest corner thereof;
139. thence run North along and with the West line of the SE-1/4 of the SE-1/4 of said Section 11 to the NW corner of the SE-1/4 of the SE-1/4 of said Section 11 ,
140. thence run West 596.40 feet, more or less, along the South line of the NW-1/4 of the SE-1/4 to a point which bears S89°16'50"W and is 660 feet from the NW Corner of the SW-1/4 of the SE-1/4 of Section 11, T-4-N, R-14-W, Lamar County, Mississippi, said NW Corner has previously been relocated and re-established by a decree in Chancery Court,
141. thence run S00°43'10"E for 68.53 feet,
142. thence run S87°46'50"W for 36.20 feet,
143. thence run S43°10'50"W for 99.80 feet,
144. thence run S31°53'50"W for 70.40 feet,

145. thence run S02°13'10"E for 84.80 feet,
146. thence run S34°57'10"E for 36 feet,
147. thence run N87°46'50"E for 21.30 feet,
148. thence run S01°07'58"W for 138.32 feet,
149. thence run S18°53'16"W for 78.60 feet,
150. thence run West for 206.35 feet,
151. thence run North for 193.08 feet,
152. thence run West for 324.27 feet to the East R.O.W. of Weathersby Road,
153. thence run South along said East R.O.W. for 244.71 feet to a point which intersects an extension of the North margin of North Lane;
154. thence run West 46.98 feet, more or less, to the intersection of the West R.O.W. of Weathersby Road and the North margin line of North Lane,
155. thence run North 89°30'25" West along said North Margin 408.58 feet,
156. thence run South 89°47'48" West for 200 feet,
157. thence run North 00°12'12" West 10 feet,
158. thence run South 89°47'45" West 81.26 feet, more or less, to the East line of Lakewood Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County,
159. thence run North 00°25'23" East for 567.59 feet,
160. thence run West 280.93 feet to the East R.O.W. of Lakewood Drive,
161. thence run South 89°24'03" West for 50 feet to the West R.O.W. of Lakewood Drive,
162. thence run South 00°27'23" East along said West R.O.W. for 200 feet to the Southeast corner of Lot 15 of said Lakewood Subdivision,
163. thence run West and along the South line of said Lot 15 for 269.05 feet to the Southwest corner of said Lot 15,
164. thence run South 00°27'23" East for 1,097.00 feet to the Southwest corner of Lot 26 of said Lakewood Subdivision,
165. thence run South 89°41'45" West for 9.48 feet,
166. thence run South 00°13'49" East for 30.71 feet to a cotton spindle in Shears Drive,
167. thence run North 89°47'22" West for 276 feet,
168. thence run South 00°25'21" East for 662.94 feet,
169. thence run North 89°47'22" West for 1,098.23 feet,
170. thence run North 04°54'02" West for 62.64 feet,
171. thence run North 01°19'32" West for 290.54 feet,
172. thence run North 00°27'46" East for 153.54 feet,
173. thence run North 00°17'04" East for 74.56 feet,
174. thence run North 00°27'07" West for 81.79 feet, said point being 51.89 feet West of the Southwest corner of said Section 11,
175. thence run West along the Section line common to Sections 10 and Section 15, all in Township 4 North, Range 14 West, to the NE corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 15;
176. thence run South a distance of 1320 feet, more or less, to the SE corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 15;
177. thence run West a distance of 900 feet, more or less; to a point on the South line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi, which

point is 1705.50 feet East of the NW corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi, and also being the NE corner of property described in the first legal description appearing in the Land Deed Book 13-S at Page 652 in the Office of the Chancery Clerk of Lamar County, Mississippi,

178. thence run South 660 feet,
179. thence run S89°52'27"E for 287.75 feet;
180. thence run S03°23'30"E for 661.24 feet;
181. thence run S89°58'52"E for 1818.24 feet,
182. thence run S00°49'39"E for 1218.905 feet;
183. thence run S88°56'03"W for 278.02 feet;
184. thence run N02°33'32"W for 85.55 feet;
185. thence run N52°08'30"W for 126.78 feet;
186. thence run N30°03'53"E for 53.56 feet;
187. thence run N73°04'19"W for 155.05 feet;
188. thence run S21°14'51"W for 207.07 feet to the North margin line of Lincoln Road Extension (Sandy Run Road);
189. thence run N68°11'11"W along said North margin for 336.88 feet;
190. thence run N00°02'27"E for 177.69 feet;
191. thence run S89°46'05"W for 209.74 feet;
192. thence run S00°09'44"E for 105.00 feet to said North margin;
193. thence run N71°32'27"W along said North margin line for 164.00 feet;
194. thence run N00°47'48"W for 210.00 feet;
195. thence run N72°06'30"W for 104.85 feet to a point on the West line of the said NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, of said Section 15;
196. thence run S01°34'07"W for 212.21 feet, to the said North margin line;
197. thence run N71 °40' 19"W along said North margin line for 502.495 feet;
198. thence continue along said North margin line N71°24'03"W for 200.04 feet;
199. thence run N00°20'21"E for 667.21 feet to the South line of the NW $\frac{1}{4}$ of Section 15, Township 4 North, Range 14 West, Lamar County Mississippi,
200. thence run N89°52'27"W on and along said South line 232.76 feet;
201. thence run South for 382 feet,
202. thence run North 60°02'00" West for 340.60 feet;
203. thence run South 21°45'00" West for 156.90 feet, more or less, to the North Right-of-Way of Sandy Run Road;
204. thence run Northwesterly on and along said Right-of-Way for 1031.16 feet,
205. thence run North 190.05 feet;
206. thence run North 70°04'11" West for 165.74 feet;
207. thence run North for 934.62 feet to a point being 312 feet due East of the NW corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi;
208. thence run East for 900 feet, more or less, to the NE corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi;

209. thence run North for 660 feet, more or less, to the SE corner of the NE 1/4 of the NW ¼ of the NW ¼ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi;
210. thence run West for 667.73 feet, more or less, to the SW corner of the NE 1/4 of the NW ¼ of the NW ¼ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi;
211. thence run North on and along the West line of the NE ¼ of the NW ¼ of the NW ¼ of said Section 15 for 260 feet,
212. thence run West for 500 feet, more or less, to the NE corner of the property described in Deed Book 13-V, Page 600, in the Office of the Chancery Clerk of Lamar County, Mississippi (after excepting therefrom the South 60 feet as provided for in said Deed at said Book and Page);
213. thence run South for 205.02 feet, more or less, to the SE corner of said property;
214. thence run West for 170 feet, more or less, to the SW corner of said property and the East Right-of-Way of Hegwood Road;
215. thence run North along said East Right-of-Way for 600 feet, more or less, to the North line of Section 16, Township 4 North, Range 14 West, Lamar County, Mississippi;
216. thence run West on and along said North line for 1320 feet, more or less, to the NE corner of the NW ¼ of the NE ¼ of said Section 16,
217. thence run South 00°17'42" East for 1146.04 feet, more or less, to the North line of that certain 16th Section lease and contract recorded in Deed Book 10-W, Page 7 in the Office of the Chancery Clerk of Lamar County, Mississippi;
218. thence run South 00°31'52" East on and along the East line of said property for 178.83 feet more or less to the Northwest corner of the SE ¼ of the NE ¼ of Section 16, T-4-N, R-14-W, Lamar County Mississippi,
219. thence run Easterly along the North line of the said SE ¼ of the NE ¼ for 1276.80 feet more or less to the Western ROW line of Hegwood Drive;
220. thence run Southerly on and along the said Western ROW line of Hegwood Drive for 905 feet more or less to the Northern ROW line of Lincoln Road Extension;
221. thence run South for 100 feet to the Southern ROW line of Lincoln Road Extension;
222. thence run Southwesterly and along said Southern ROW line for 516.25 feet more or less to the intersection with the said Southern ROW line of Lincoln Road Extension and an East line of the above said property,
223. thence run South 00°19'40" East for 231.22 feet, more or less, to the SE corner of said property,
224. thence run West for 1098 feet, more or less, to the NE corner of property described in that certain 16th Section land lease and contract recorded in Book 12-C at Page 163 in the Office of the Chancery Clerk of Lamar County, Mississippi;
225. thence run South for 1309.60 feet, more or less, to the SE corner of said property;
226. thence run West for 1572.59 feet, more or less, to the SW corner of said property as described in that certain 16th Section land lease and contract recorded in Book 12-C at Page 163 in the

- Office of the Chancery Clerk of Lamar County, Mississippi, and to the East Right-of-Way of Norton Road (commonly referred to as Old Highway No. 11);
227. thence run Southerly along and with said East right-of-way line to a point at the intersection of the South line of Section 16, Township 4 North, Range 14 West;
228. thence run West along and with said South line to the SW corner of said Section 16;
229. thence run North along and with said West line of Section 16, Township 4 North, Range 14 West, to the Northeast corner of the Woodstone subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County,
230. thence run $s88^{\circ}22'09''W$ and along the North line of said subdivision to the Eastern ROW line of Woodstone Drive,
231. thence run Northwesterly along said Eastern ROW line to the Northern ROW line of said Woodstone Drive,
232. thence run Southwesterly along said Northern ROW line to the Eastern ROW line of Woodstone Boulevard,
233. thence run Northwesterly and along said Eastern ROW line to its Intersection with the extension of the Northwestern line of Woodstone Phase II subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County,
234. thence run $S37^{\circ}25'06''W$ to and along said Northwestern line for 514.23 feet, more or less,
235. thence run $N88^{\circ}18'39''W$ and along said Northwestern line for 649.49 feet to the West line of the Northeast 1/4 of Section 17, T-4-N, R-14-W,
236. thence run $N00^{\circ}23'40''W$ and along said West line to the Southeast corner of Lot 1 of Unit 2, Lake Serene subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County,
237. thence run $s84^{\circ}22'45''W$ and along the south line of Lots 1 through 19 of said subdivision for 2,299.4 feet to the Southwest corner of said Lot 19,
238. thence run $N31^{\circ}07'15''E$ and along the West Line of said Lot 19 for 82.6 feet,
239. thence run $N27^{\circ}31'15''W$ and along the West Line of said Lot 19 for 205.0 feet,
240. thence run $N46^{\circ}36'E$ and along the West Line of said Lot 19 to the Southern ROW line of U.S. Highway 98,
241. thence run Southwesterly and along said Southern ROW line for 494 feet more or less to the East line of Lot 92 of Unit 1, Revised, Lake Serene Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County, Mississippi,
242. thence run $S14^{\circ}44'W$ and along the South line of said Lot 92 for 275 feet more or less,
243. thence run $S50^{\circ}35'W$ and along the South line of Lots 92 and 91 of said subdivision for 180.0 feet,
244. thence run $S11^{\circ}20'W$ and along the South line of Lot 91 of said subdivision for 179.6 feet,
245. thence run $S56^{\circ}34'W$ and along the South line of Lots 90 and 89 of said subdivision for 244.6 feet,

246. thence run N85°12'W and along the South line of Lot 89 of said subdivision for 2.6 feet to the Southwest corner of said Lot 89,

247. thence run N05°37'W and along the East line of Lot 88 of said subdivision to the Intersection with the Southern ROW line of U.S. Highway 98,

248. thence run Southwesterly along said Southern ROW line for 220.00 feet to the East line of Lot 86 of said subdivision,

249. thence run S05°37'E and along said East line to the South line of said Lot 86,

250. thence run S84°23'W and along the South line of Lots 86, 85, 84, 83, 82, 81, 78, 14, 11, 10, 9, 8, 7, 6, 5, 4, and 3 of said subdivision for 2,686.12 feet to the Southwest corner of said Lot 3,

251. thence run N00°45'W and along the West line of said Lot 3 to the Southern ROW line of U.S. Highway 98,

252. thence run N89°28"W for 77 feet more or less to the West ROW line of Cole Road,

253. thence run N00°32'E and along said West ROW line for 70.00 feet to the Cole Road sight flare,

254. thence run N69°29'53"W and along said sight flare for 219.27 feet to the Southern ROW line of U.S. Highway 98,

255. thence run Southwesterly along said Southern ROW line to its intersection with the East line of Section 14, T-4-N, R-15-W,

256. thence run South and along said East line to the Southeast corner of the Northeast 1/4 of said Section 14,

257. thence run West and along the South line of said Northeast 1/4 to the Southwest corner of said Northeast 1/4,

258. thence run North and along the West line of said Northeast 1/4 to its intersection with the Southern ROW line of U.S. Highway 98,

259. thence run Southwesterly and along said Southern ROW line to the West line of Section 14, T-4-N, R-15-W,

260. thence run North and along said West line to the Northern ROW line of U.S. Highway 98,

261. thence run Northeasterly and along said Northern ROW line to the Eastern ROW line of Graham Road,

262. thence run N02°36'54"W and along said Eastern ROW line for 423.50 feet,

263. thence run N00°26'01"E and along said Eastern ROW line for 210.00 feet,

264. thence run N81°07'03"E for 366.39 feet,

265. thence run S02°36'54"E for 535.00 feet to said Northern ROW line of U.S. Highway 98,

266. thence run Northeasterly along said Northern ROW line to the West line of the property described in the Warranty Deed at Book 4-T, Page 48, as recorded in the office of the Chancery Clerk for Lamar County,

267. thence run North and along said West line for 1,158.8 feet to the Northwest corner of the property described in the Warranty Deed at Book 5-I, Page 13, as recorded in the office of the Chancery Clerk for Lamar County,

268. thence run East to the Eastern ROW line of Mississippi Highway 589,

269. thence run Southeasterly and along said Eastern ROW line to the Northern ROW line of U.S. Highway 98,
270. thence run Northeasterly along said Northern ROW line to the West line of Section 13, T-4-N, R-15-W,
271. thence run North along said West line to the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of said Section 13,
272. thence run N00°04'W and along said West line for 660 feet,
273. thence run N89°57'E for 479.37 feet,
274. thence run S34°50'55"E for 316.73 feet,
275. thence run S00°04'E for 99.63 feet,
276. thence run N84°01'E for 17.94 feet,
277. thence run S10°16'28"E for 260.73 feet to the Northern ROW line of U.S. Highway 98,
278. thence run Northeasterly and along said Northern ROW line to the East line of Section 13, T-4-N, R-15-W,
279. thence run North and along said East line for 844.5 feet to the Southwest corner of Section 7, T-4-N, R-14-W,
280. thence run N00°08'E and along the West line of said Section 7 for 330 feet,
281. thence run East for 1,414.42 feet to the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 7,
282. thence run S00°10'E and along said East line for 301.79 feet to the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of said Section 7,
283. thence run Easterly and along said South line to the Southwest corner of the Southwest 1/4 of the Southeast 1/4, of said Section 7,
284. thence run N00°14'10"E and along the West line of said Southwest 1/4 of the Southeast 1/4 for 1,006.30 feet,
285. thence run S89°55'01"E for 1,428.64 feet to the East line of said Southwest 1/4 of the Southeast 1/4,
286. thence run S00°34'E and along said East line to the Northwest corner of Lot 4 of the Lake Serene North Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County,
287. thence run N84°23'E and along the North line of said Lot 4 for 338.0 feet to the West ROW line of Mackerel Drive,
288. thence run N04°37'W and along said West ROW line for 64.4 feet, more or less, to the Westerly Extension of the North line of Lot 3 of said Lake Serene North subdivision,
289. thence run N84°23'E for 50.00 feet to the Northwest corner of Lot 3 of said Lake Serene North subdivision,
290. thence continue N84°23'E and along the North line of said Lot 3 for 243.3 feet,
291. thence run S36°05'E and along the North line of said Lot 3 for 68.9 feet to the Northeast corner of said Lot 3,
292. thence run S04°23'E and along the East line of said Lot 3 for 423.9 feet to the Northern ROW line of U.S. Highway 98,
293. thence run Northeasterly along said Northern ROW line to the West line of Lot 83 of said Lake Serene North subdivision,
294. thence run N04°40'W and along said West line for 9.6 feet,
295. thence run N14°11'E and along said West line for 203.4 feet,
296. thence run N28°26'E and along said West line for 163.9 feet,

297. thence run N30°55'E and along said West line for 137.0 feet,
298. thence run N19°06'E and along said West line for 29.5 feet
to the Northwest corner of said Lot 83
299. thence run N84°22'39"E and along the North line of Lots 83,
82, 81, 80 and 79 of said Lake Serene North subdivision for 871.0
feet to the Northwest corner of Lot 78 of said Lake Serene North
subdivision,
300. from said Northwest corner run in an Easterly direction on
and along the Northern boundary line of Lots 78, 77, 76 and 75 of
the said Lake Serene North Subdivision for 760.00 feet more or
less to the Northwesterly corner of Lot 73 of said subdivision,
301. thence run N65°30'00"E along the Northern line of said Lot
73 for 477.30 feet more or less to the Northeasterly corner of lot
73 and the Western ROW line of Baracuda Drive;
302. thence run Northeasterly at right angles and perpendicular
to said Western ROW line for 50 feet to the Northeastern ROW line
of Baracuda Drive;
303. thence run Northwesterly on and along the said ROW line for
63.37 feet more or less to the Northwest corner of Lot 58 of the
Rolling Hills Subdivision, as per map or plat thereof on file in
the office of the Chancery Clerk for Lamar County,,
304. thence run Northwesterly along the Northeastern ROW line of
Baracuda Drive for 313.5 feet to the Northwest corner of lot 57 of
said subdivision;
305. thence run N76°18'E and along the North line of said lot 57
for 228.5 feet,
306. thence run N62°56'E and along the North line of Lot 56 of
said subdivision for 101.1 feet,
307. thence run N70°10'E and along the North line of Lot 56, 55
and 54 of said subdivision for 239.3 feet,
308. thence run S83°38'E and along the North line of Lot 54 and
53 of said subdivision for 138.3 feet,
309. thence run N62°47'E and along the North line of Lot 53 and
52 of said subdivision for 86.2 feet,
310. thence run S81°15'E and along the North line of Lot 52 and
51 of said subdivision for 178.9 feet,
311. thence run N78°08'E and along the North line of Lot 50 and
49 of said subdivision for 223.5 feet,
312. thence run N71°54'E and along the North line of Lot 48, 47
and 46 of said subdivision for 272.3 feet,
313. thence run S81°09'E and along the North line of Lot 46 and
45 of said subdivision for 101.2 feet,
314. thence run N38°19'E and along the North line of Lot 45 of
said subdivision for 108.1 feet,
315. thence run S00°31'E and along the East line of Lot 45 of
said subdivision for 796.9 feet to the Northeastern ROW line of
Windlass Drive,
316. thence run Southeasterly along said Eastern ROW line for
195.00 feet more or less to the Northwest corner of Lot 44 of the
said Rolling Hills Subdivision;
317. thence run N48°52'00"E along the Northwest line of said Lot
44 for 530.80 feet more or less to the Northeast corner of said
Lot 44, said point also being the Northwest corner of Lot 43 of
the said subdivision;

318. thence run N89°23'00"E along the North line of said Lot 43 for 218.30 feet more or less to the East line of the SE ¼ of the SE ¼, of Section 8, T-4-N, R-14-W, Lamar County, Mississippi,
319. thence run North to a point of intersection with the Westerly extension of the North line of the William Hover property as recorded in Deed Book 12-0 page 510 of the land records of Lamar County, Mississippi;
320. thence run East along said extension and North line to the Northeast corner of said William Hover property as recorded in Deed Book 12-0 page 510 of the land records of Lamar County, Mississippi;
321. thence run Northeasterly to the Southwest corner of the Northwest ¼ of Section 10, Township 4 North, Range 14 West, Lamar County, Mississippi,
322. thence run North along and with the West line of Section 10 to a point on the East right-of-way line of Gravel Pit Road;
323. thence run Northeasterly along and with said right-of-way line to a point marking the Northwest corner of the Josh Morris property as recorded in Deed Book 12-Y page 599;
324. thence run Easterly along the North line of the Josh Morris property to the Northeast corner thereof;
325. thence Southerly along the East line of the Josh Morris property to the SE corner thereof and being on the North line of Section 10, Township 4 North, Range 14 West;
326. thence run East along said North line to the Northeast corner of Section 10, T-4-N, R-14-W, Lamar County, Mississippi, said point being also the Southwest corner of Section 2, T-4-N, R-14-W,
327. thence run North along the West line of the Southwest ¼ of said Section 2, for 355 feet, more or less, to the Southernmost right-of-way of West 4th Street,
328. thence run in an Easterly direction along the aforementioned Southern right-of-way for 1200.75 feet,
329. thence run S 06°50'51" W for 10.94 feet,
330. thence run S 01°24'52" W for 40.55 feet,
331. thence run S 01°15'31" W for 51.15 feet,
332. thence run S 07°03'42" E for 367.38 feet to the South line of said Section 2, said point being 1308.20 feet East of the Southwest corner of said Section 2,
333. thence run East along the North line of Section 11 and Section 12, Township 4 North, Range 14 West, to the intersection with the West ROW line of Interstate Highway No. 59,
334. thence run Northerly along the said West ROW line of Interstate Highway No. 59 to the South line of Section 36, T-5-N, R-14-W, Forrest County, Mississippi;
335. thence run West along the South line of Section 36 to a Concrete Monument at the SW corner of Section 36, T-5-N, R-14W, Forrest County, Mississippi, said corner also being the NE corner of Section 2, T-4-N, R-14-W, Lamar County Mississippi;
336. thence run S00°38'37"E along the East line of said Section 2 for 2270.18 feet to a ½" Rebar and the North Right of Way Line of the Longleaf Trace Rails to Trails (Mississippi Central Railroad Co.) (Illinois Central Gulf Railroad),

337. thence run N76°03'42"W along the said Right of Way Line for 1093.48 feet to a ½" Rebar,
 338. thence run S13°56'18"W along said Right of Way Line for 50.00 feet to a ½" Rebar,
 339. thence run N76°03'42"W along said Right of Way Line for 1646.69 feet to a ½" Rebar and the West Line of the Northeast ¼ of Section 2;
 340. thence run S00°42'36"W along said West Line for 92.73 feet more or less to the South Right-of-Way of Longleaf Trace Rails to Trails,
 341. thence run in a Northwesterly direction along said South Right-of-Way for 4115.00 feet, more or less, to the Northeast corner of that portion of The Community of Greystone that lies South of the Longleaf Trace Rails to Trails,
 342. thence run S 00°04'43" W for 393.53 feet,
 343. thence run N 89°58'08" W for 1299.26 feet,
 344. thence run S 89°52'39" W for 2621.35 feet to the East Right-of-Way of Jackson Road,
 345. thence run N 00°57'29" W along said East Right-of-Way for 271.11 feet to the South Right-of-Way of the Longleaf Trace Rails to Trails,
 346. thence run North along said East Right-of-Way for 100 feet to the North Right-of-Way of the Longleaf Trace Rails to Trails,
 347. thence run N 00°06'42" W along said East Right-of-Way for 390.26 feet,
 348. thence run N 00°50'17" E along said East Right-of-Way of Jackson Road for 551.82 feet to the South line of Section 34, T-5-N, R-14-W, Forrest County, Mississippi,
 349. thence run West along the South line of said Section 34 and Section 33 to the SW Corner of Section 33, T-5-N, R-14-W,
 350. thence run North to the NW Corner of said Section 33,
 351. thence run East along the North line of said Section 33 to a point that is 430.00 feet due West of the NE corner of said Section 33,
 352. thence run North for 120.00 feet,
 353. thence run East for 430.00 feet
 354. thence run South for 120.00 feet to the NE corner of Section 33, T-5-N, R-14-W,
 355. thence run East along the North lines of Sections 34, 35 and 36, all in T-5-N, R-14-W, to the NW Corner of the NE-1/4 of said Section 36,
 356. thence run North to the NE Corner of the SE-1/4 of the SW-1/4 of Section 25, T-5-N, R-14-W
 357. thence run West to a point 840 feet East of the SW Corner of the NE-1/4 of the SW-1/4 of said Section 25,
 358. thence run North for 630 feet,
 359. thence run West for 840 feet to a point on the West line of the said NE-1/4 of the SW-1/4,
 360. thence run North to a point on the Southwesterly ROW line of U.S. Highway No. 49,
 361. thence run Northwesterly along the Southwesterly ROW line of said Highway for 347 feet,
 362. thence run S 35°43' W to the Northeasterly margin line of Old Rawls Springs Road,

363. thence run Northwesterly along the Northeasterly margin line of said Road for 420 feet, more or less, to the Southernmost corner of the Spring Forrest Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Forrest County,
364. thence run Northeasterly along the Southeasterly boundary of said Subdivision to the intersection with the Southwesterly R.O.W. line of U.S. Highway No. 49,
365. thence run Northwesterly along the Southwesterly R.O.W. line of said Highway to the intersection with the North line of Section 25, T-5-N, R-14-W,
366. thence run West along the South line of Section 24 and 23, both in T-5-N, R-14-W, to the intersection with the Northeasterly margin line of Old Rawls Springs Road,
367. thence run Northwesterly along the Northeasterly margin line of said Road for 641 feet,
368. thence run N79°09'E for 183.8 feet,
369. thence run N80°E for 115 feet,
370. thence run N30°W for 105 feet,
371. thence run N80°E for 135 feet,
372. thence run N00°34'E for 520 feet to the Southwestern R.O.W. line of U.S. Highway No. 49,
373. thence run Northwesterly along the Southwestern ROW line of said Highway to its intersection with the South ROW line of Mississippi Highway 42,
374. thence run Westerly and along said South ROW line to the Western ROW line of Archie Smith Road,
375. thence run Northwesterly and along said Western ROW line and along the Western ROW line of Lott Town Road to its Intersection with the West line of the East 1/2 of the Southwest 1/4 of Section 5, T-5-N, R-14-W,
376. thence run North and along said West line to the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 5,
377. thence run East and along the North line of said Northeast 1/4 of the Southwest 1/4 to the Northeast corner of said Northeast 1/4 of the Southwest 1/4,
378. thence run South and along the East line of said Northeast 1/4 of the Southwest 1/4 to the Northwest corner of the Southwest 1/4 of the Southeast 1/4,
379. thence run East and along the North line of said Southwest 1/4 of the Southeast 1/4 to the Northeast corner of said Southwest 1/4 of the Southeast 1/4,
380. thence run South and along the East line of said Southwest 1/4 of the Southeast 1/4 to the North ROW line of said Mississippi Highway 42,
381. thence run Easterly and along said North ROW line to its Intersection with the West line of Section 4, T-5-N, R-14-W,
382. thence continue Easterly along said North ROW line for 630 feet,
383. thence run North for 364.85 feet,
384. thence run West for 522.43 feet,
385. thence run North for 133.11 feet,

386. thence run West for 107.43 feet to said West line of said Section 4,
 387. thence run North along said West line to the Southwestern bank of Bouie River,
 388. thence run Southeasterly along said Southwestern bank to its intersection with the North line of the S-1/2 of the S-1/2 of Section 14, T-5-N, R-14-W,
 389. thence run West to a point 370 feet West of the NE Corner of the SE-1/4 of the SW-1/4 of said Section 14,
 390. thence run South to the intersection with the Southern margin line of Peps Point Road,
 391. thence run Southwesterly along the Southern margin line of said Road to its intersection with the Northeasterly ROW line of U.S. Highway No. 49,
 392. thence run Southeasterly along the Northeasterly ROW line of said Highway to its intersection with the centerline of Big Creek,
 393. thence run Easterly along the centerline of Big Creek to its intersection with the Southwestern Bank of Bouie River,
 394. thence run Southeasterly along the Southwestern Bank of Bouie River to its intersection with the North line of the NW-1/4 of the NW-1/4 of Section 3, T-4-N, R-13-W, Forrest County, Mississippi, and back to the Point of Beginning.

SECTION 3. The improvements the City will make – The City of Hattiesburg shall make the following improvements in said annexed territory to be completed within a reasonable time, not to exceed ten (10) years from the effective date of this Amended Ordinance, unless delayed by war or military preparedness:

- (a) Improve existing streets and drainage where necessary and economically feasible and legally permissible;
- (b) Install water lines, water service, sewage disposal lines, sewage treatment facilities and street lighting, where necessary and economically feasible and legally permissible;
- (c) Said services shall be furnished in the same manner as such services are being furnished to the present citizens of the municipality where necessary and economically feasible and legally permissible.

SECTION 4. The municipal services the City will provide – That the City of Hattiesburg shall furnish to the said annexed territory the following municipal and public services in the same manner and to the same extent as such services are being furnished to the present citizens of the municipality, such services being on the effective date of this Amended Ordinance, to-wit:

- a) Police Protection;
- b) Planning and Zoning;

- c) Fire Protection;
- d) Garbage removal;
- e) Trash and other debris removal;
- f) Pest control;
- g) Animal Control;
- h) Maintenance of existing streets, rights of way and drainage structures and facilities;
- i) Code enforcement;
- j) Parks and recreation service; and
- k) The right to exercise the ballot in municipal elections upon registering and meeting all statutory and, constitutional requirements and, if required, upon proper approval of the changes created by this Amended Ordinance under the Voting Rights Act of 1965, as amended, and the use and benefit of all other municipal services and facilities furnished by the City of Hattiesburg, Mississippi, to all of the present citizens of the municipality.

SECTION 5. Attorneys to file a Petition in Chancery Court – The City of Hattiesburg, Mississippi, through its attorneys, shall file a petition in the Chancery Court of Lamar County, Mississippi, and in the Chancery Court of Forrest County, Mississippi, which petition shall recite the fact of the adoption of this Amended Ordinance and shall pray for the approval, ratification and confirmation by the said Courts of the enlargement and extension of the municipal boundaries and limits of the City of Hattiesburg, Mississippi, as herein fixed and determined. Said petitions shall have attached thereto a certified copy of this Amended Ordinance and a plat or map showing the boundaries of the said City of Hattiesburg, Mississippi, as they will exist in the event such enlargement and extension becomes effective pursuant to this Amended Ordinance as provided for herein, in Section 2, above.

SECTION 6. Effective Date – That this Amended Ordinance shall become effective ten (10) days after the date of the entry of the Decree of the Chancery Court of Lamar County, Mississippi, and/or of the Chancery Court of Forrest County, Mississippi, ratifying, approving and confirming the enlargement and extension of the boundaries of the City of HATTIESBURG, Mississippi, as established by this Amended Ordinance and Decree of said Chancery Court(s).

SECTION 7. Compliance with 2016 state statutes regarding annexation of the majority of the population residing in certain census blocks – That Hattiesburg has complied with the requirements of Miss. Code Ann. § 21-1-27 in that Hattiesburg hereby certifies that more than fifty percent (50%) of the people who reside in the unincorporated area of the following census blocks within the territory proposed to be annexed shall be included in the proposed annexation.

Census blocks, or portions thereof, sought to be annexed wherein more than fifty percent (50%) of the persons residing within said block(s) are

sought to be annexed, and, where applicable, including those census blocks for which no population is reported:

PAA 1 – Highway 98 West:

TRACT	BLOCK GROUP	BLOCK
020202	2	2043
020202	2	2030
020202	3	3080
020202	3	3079
020202	2	2015
020202	2	2042
020202	3	3031
020202	2	2029
020202	3	3100
020202	3	3078
020202	2	2003
020202	3	3076
020202	2	2031
020202	3	3029
020202	3	3072
020500	1	1000
020202	3	3069
020202	2	2009
020500	1	1003
020500	1	1013

PAA 2 – Windlass Drive:

TRACT	BLOCK GROUP	BLOCK
020202	3	3085

PAA 3 – Highway 49 North:

TRACT	BLOCK GROUP	BLOCK
010200	3	3014
010200	3	3020
010200	3	3021
010200	3	3060
010200	3	3025
010200	3	3051
010200	3	3015
010200	3	3093

010200	3	3018
010200	3	3017
010200	3	3045
010200	3	3024
010200	3	3061
010200	3	3019
010200	3	3059
010200	3	3023
010200	3	3056
010200	3	3012
010200	3	3016
010200	3	3058

SECTION 8. Compliance with 2016 state statutes regarding annexation of fifty percent or fewer of the population residing in certain census blocks – That Hattiesburg has complied with the requirements of Miss. Code Ann. § 21-1-27 in that Hattiesburg hereby certifies that upon approval of the annexation, Hattiesburg shall cede any authority to provide zoning and subdivision regulation to the board of supervisors of the county in which the territory is located, to the extent allowable by law, if fifty percent (50%) or fewer people who reside in the unincorporated area of the following census blocks within such territory is not included in the proposed annexation.

Census blocks, or portions thereof, sought to be annexed wherein fifty percent (50%) or fewer persons residing within said block(s) are sought to be annexed:

PAA 1 – Highway 98 West:

TRACT	BLOCK GROUP	BLOCK
020202	3	3030
020202	2	2004
020202	3	3067
020202	2	2041
020202	3	3075
020202	2	2027
020202	3	3028
020202	3	3073
020100	4	4123
020202	1	1000
020500	1	1014
020100	4	4126
020100	4	4127
020202	1	1003

020500	1	1001
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PAA 2 – Windlass Drive:

TRACT	BLOCK GROUP	BLOCK
020202	3	3086

PAA 3 – Highway 49 North:

TRACT	BLOCK GROUP	BLOCK
010200	3	3055
010200	3	3057
010200	4	4003
010200	4	4004
010200	3	3050
010200	3	3011

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 foregoing Ordinance adopted and approved, this the _____ day of _____, 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above foregoing Ordinance having been submitted to and approved by the Mayor, this the _____ day of _____, 2016.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

ORDINANCE NO. _____

**AN AMENDED ORDINANCE ENLARGING,
EXTENDING AND DEFINING THE CORPORATE
LIMITS AND BOUNDARIES OF THE CITY OF
HATTIESBURG, IN FORREST AND LAMAR
COUNTIES, MISSISSIPPI**

WHEREAS, the City Council did on or about April 19, 2016, adopt an ordinance titled "An Ordinance Enlarging Extending and Defining the Corporate Limits and Boundaries of the City of Hattiesburg, in Forrest and Lamar Counties, Mississippi;" and

WHEREAS, the City of Hattiesburg desires to amend said ordinance; and

WHEREAS, said ordinance contains eight (8) sections and is hereby amended by sections, each amended section bearing a title which clearly indicates the subject matter of the amendment; and

WHEREAS; each such amended section shall replace and be in lieu of and instead of the original section; and

WHEREAS, each section of the April 19, 2016, ordinance shall stand repealed as provided by law.

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

SECTION 1. The proposed annexation areas – Public convenience and necessity requiring the same, that the corporate boundaries and limits of the City of Hattiesburg, which lies partially in Forrest County and partially in Lamar County, Mississippi, be and the same are hereby extended and enlarged so as to embrace the following adjacent unincorporated lands and territory in Forrest and Lamar Counties, Mississippi, to-wit:

**CITY OF HATTIESBURG
PROPOSED CORPORATE LIMITS
2016 ANNEXATION AREA "PAA 1"
Highway 98 West**

1. Begin at the Northeast corner of the Woodstone subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County, said point lying on the present corporate limits of the City of Hattiesburg,
2. thence leaving said present corporate limits run s88°22'09"W and along the North line of said subdivision to the Eastern ROW line of Woodstone Drive,
3. thence run Northwesterly along said Eastern ROW line to the Northern ROW line of said Woodstone Drive,

4. thence run Southwesterly along said Northern ROW line to the Eastern ROW line of Woodstone Boulevard,
5. thence run Northwesterly and along said Eastern ROW line to its Intersection with the extension of the Northwestern line of Woodstone Phase II subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County,
6. thence run S37°25'06"W to and along said Northwestern line for 514.23 feet, more or less,
7. thence run N88°18'39"W and along said Northwestern line for 649.49 feet to the West line of the Northeast 1/4 of Section 17, T-4-N, R-14-W,
8. thence run N00°23'40"W and along said West line to the Southeast corner of Lot 1 of Unit 2, Lake Serene subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County,
9. thence run S84°22'45"W and along the south line of Lots 1 through 19 of said subdivision for 2,299.4 feet to the Southwest corner of said Lot 19,
10. thence run N31°07'15"E and along the West Line of said Lot 19 for 82.6 feet,
11. thence run N27°31'15"W and along the West Line of said Lot 19 for 205.0 feet,
12. thence run N46°36'E and along the West Line of said Lot 19 to the Southern ROW line of U.S. Highway 98,
13. thence run Southwesterly and along said Southern ROW line for 494 feet more or less to the East line of Lot 92 of Unit 1, Revised, Lake Serene Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County, Mississippi,
14. thence run S14°44'W and along the South line of said Lot 92 for 275 feet more or less,
15. thence run S50°35'W and along the South line of Lots 92 and 91 of said subdivision for 180.0 feet,
16. thence run S11°20'W and along the South line of Lot 91 of said subdivision for 179.6 feet,
17. thence run S56°34'W and along the South line of Lots 90 and 89 of said subdivision for 244.6 feet,
18. thence run N85°12'W and along the South line of Lot 89 of said subdivision for 2.6 feet to the Southwest corner of said Lot 89,
19. thence run N05°37'W and along the East line of Lot 88 of said subdivision to the Intersection with the Southern ROW line of U.S. Highway 98,
20. thence run Southwesterly along said Southern ROW line for 220.00 feet to the East line of Lot 86 of said subdivision,
21. thence run S05°37'E and along said East line to the South line of said Lot 86,
22. thence run S84°23'W and along the South line of Lots 86, 85, 84, 83, 82, 81, 78, 14, 11, 10, 9, 8, 7, 6, 5, 4, and 3 of said subdivision for 2,686.12 feet to the Southwest corner of said Lot 3,
23. thence run N00°45'W and along the West line of said Lot 3 to the Southern ROW line of U.S. Highway 98,
24. thence run N89°28"W for 77 feet more or less to the West ROW line of Cole Road,

25. thence run N00°32'E and along said West ROW line for 70.00 feet to the Cole Road sight flare,
26. thence run N69°29'53"W and along said sight flare for 219.27 feet to the Southern ROW line of U.S. Highway 98,
27. thence run Southwesterly along said Southern ROW line to its intersection with the East line of Section 14, T-4-N, R-15-W,
28. thence run South and along said East line to the Southeast corner of the Northeast 1/4 of said Section 14,
29. thence run West and along the South line of said Northeast 1/4 to the Southwest corner of said Northeast 1/4,
30. thence run North and along the West line of said Northeast 1/4 to its intersection with the Southern ROW line of U.S. Highway 98,
31. thence run Southwesterly and along said Southern ROW line to the West line of Section 14, T-4-N, R-15-W,
32. thence run North and along said West line to the Northern ROW line of U.S. Highway 98,
33. thence run Northeasterly and along said Northern ROW line to the Eastern ROW line of Graham Road,
34. thence run N02°36'54"W and along said Eastern ROW line for 423.50 feet,
35. thence run N00°26'01"E and along said Eastern ROW line for 210.00 feet,
36. thence run N81°07'03"E for 366.39 feet,
37. thence run S02°36'54"E for 535.00 feet to said Northern ROW line of U.S. Highway 98,
38. thence run Northeasterly along said Northern ROW line to the West line of the property described in the Warranty Deed at Book 4-T, Page 48, as recorded in the office of the Chancery Clerk for Lamar County,
39. thence run North and along said West line for 1,158.8 feet to the Northwest corner of the property described in the Warranty Deed at Book 5-I, Page 13, as recorded in the office of the Chancery Clerk for Lamar County,
40. thence run East to the Eastern ROW line of Mississippi Highway 589,
41. thence run Southeasterly and along said Eastern ROW line to the Northern ROW line of U.S. Highway 98,
42. thence run Northeasterly along said Northern ROW line to the West line of Section 13, T-4-N, R-15-W,
43. thence run North along said West line to the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of said Section 13,
44. thence run N00°04'W and along said West line for 660 feet,
45. thence run N89°57'E for 479.37 feet,
46. thence run S34°50'55"E for 316.73 feet,
47. thence run S00°04'E for 99.63 feet,
48. thence run N84°01'E for 17.94 feet,
49. thence run S10°16'28"E for 260.73 feet to the Northern ROW line of U.S. Highway 98,
50. thence run Northeasterly and along said Northern ROW line to the East line of Section 13, T-4-N, R-15-W,
51. thence run North and along said East line for 844.5 feet to the Southwest corner of Section 7, T-4-N, R-14-W,
52. thence run N00°08'E and along the West line of said Section 7 for 330 feet,

53. thence run East for 1,414.42 feet to the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 7,
54. thence run S00°10'E and along said East line for 301.79 feet to the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of said Section 7,
55. thence run Easterly and along said South line to the Southwest corner of the Southwest 1/4 of the Southeast 1/4, of said Section 7,
56. thence run N00°14'10"E and along the West line of said Southwest 1/4 of the Southeast 1/4 for 1,006.30 feet,
57. thence run S89°55'01"E for 1,428.64 feet to the East line of said Southwest 1/4 of the Southeast 1/4,
58. thence run S00°34'E and along said East line to the Northwest corner of Lot 4 of the Lake Serene North Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County,
59. thence run N84°23'E and along the North line of said Lot 4 for 338.0 feet to the west ROW line of Mackerel Drive,
60. thence run N04°37'W and along said west ROW line for 64.4 feet, more or less, to the Westerly Extension of the North line of Lot 3 of said Lake Serene North subdivision,
61. thence run N84°23'E for 50.00 feet to the Northwest corner of Lot 3 of said Lake Serene North subdivision,
62. thence continue N84°23'E and along the North line of said Lot 3 for 243.3 feet,
63. thence run S36°05'E and along the North line of said Lot 3 for 68.9 feet to the Northeast corner of said Lot 3,
64. thence run S04°23'E and along the East line of said Lot 3 for 423.9 feet to the Northern ROW line of U.S. Highway 98,
65. thence run Northeasterly along said Northern ROW line to the West line of Lot 83 of said Lake Serene North subdivision,
66. thence run N04°40'W and along said west line for 9.6 feet,
67. thence run N14°11'E and along said west line for 203.4 feet,
68. thence run N28°26'E and along said west line for 163.9 feet,
69. thence run N30°55'E and along said west line for 137.0 feet,
70. thence run N19°06'E and along said west line for 29.5 feet to the Northwest corner of said Lot 83
71. thence run N84°22'39"E and along the North line of Lots 83, 82, 81, 80 and 79 of said Lake Serene North subdivision for 871.0 feet to the Northwest corner of Lot 78 of said Lake Serene North subdivision, said point lying on said present corporate limits of the City of Hattiesburg,
72. thence following along said present corporate limits run S05°35'21"E along the West line of said Lot 78 for 474.00 feet more or less to the Southwest corner of said Lot 78,
73. thence following along said present corporate limits run South for 240 feet to a point on the Southern ROW line of U.S. Highway 98,
74. thence following along said present corporate limits run Northeasterly along said Southern ROW line to its Intersection with the East line of Section 17, T-4-N, R-14-W,
75. thence following along said present corporate limits run S00°19'59"E and along the East Line of said Section 17 to the Northeast corner of said Woodstone subdivision and the Point of Beginning.

**CITY OF HATTIESBURG
PROPOSED CORPORATE LIMITS
2016 ANNEXATION AREA "PAA 2"
Windlass Drive**

1. Begin at Northwest corner of Lot 58 of Rolling Hills Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County, Mississippi, said point lying on the present corporate limits of the City of Hattiesburg;
2. thence leaving said present corporate limits run Northwesterly along the Northeastern ROW line of Barracuda Drive for 313.5 feet to the Northwest corner of lot 57 of said subdivision;
3. thence run N76°18'E and along the North line of said lot 57 for 228.5 feet,
4. thence run N62°56'E and along the North line of Lot 56 of said subdivision for 101.1 feet,
5. thence run N70°10'E and along the North line of Lot 56, 55 and 54 of said subdivision for 239.3 feet,
6. thence run S83°38'E and along the North line of Lot 54 and 53 of said subdivision for 138.3 feet,
7. thence run N62°47'E and along the North line of Lot 53 and 52 of said subdivision for 86.2 feet,
8. thence run S81°15'E and along the North line of Lot 52 and 51 of said subdivision for 178.9 feet,
9. thence run N78°08'E and along the North line of Lot 50 and 49 of said subdivision for 223.5 feet,
10. thence run N71°54'E and along the North line of Lot 48, 47 and 46 of said subdivision for 272.3 feet,
11. thence run S81°09'E and along the North line of Lot 46 and 45 of said subdivision for 101.2 feet,
12. thence run N38°19'E and along the North line of Lot 45 of said subdivision for 108.1 feet,
13. thence run S00°31'E and along the East line of Lot 45 of said subdivision for 796.9 feet to the Northeastern ROW line of Windlass Drive said point lying on said present corporate limits of the City of Hattiesburg,
14. thence following along said present corporate limits run S89°58'00"W for 50 feet more or less to the Western ROW line of said Windlass Drive;
15. thence following along said present corporate limits continue S89°58'00"W for 473.10 feet along the South line of Lot 60, said South line also being the North line of Lots 61 and 62 of the said Rolling Hills Subdivision;
16. thence following along said present corporate limits run S87°21'00"W along the South line of Lot 60 of said subdivision for 110 feet;
17. thence following along said present corporate limits run S86°39'00"W along the South line of Lot 59 of said subdivision for 330.00 feet more or less to the SE corner of Lot 58 of said subdivision;

18. thence following along said present corporate limits run S86°55'00"W along the South line of said Lot 58 for 235.55 feet more or less;
19. thence following along said present corporate limits run N12°17'00"W for 293.29 feet more or less to the Southern ROW line of Windlass Drive;
20. thence following along said present corporate limits run along the arc of an 18°30'00" curve to the left and said ROW line for 119.65 feet;
21. thence following along said present corporate limits run S56°13'00"W on and along said Southern ROW line for 120.10 feet to the Point of Beginning.

**CITY OF HATTIESBURG
PROPOSED CORPORATE LIMITS
2016 ANNEXATION AREA "PAA 3"
Highway 49 North**

1. Begin at the intersection of the Southwestern ROW line of U.S. Highway 49 and the North line of Section 15, T-5-N, R-14-W, said point lying on the present corporate limits of the City of Hattiesburg,
2. thence leaving said present corporate limits run Northwesterly and along said Southwestern ROW line to its intersection with the South ROW line of Mississippi Highway 42,
3. thence run Westerly and along said South ROW line to the Western ROW line of Archie Smith Road,
4. thence run Northwesterly and along said Western ROW line and along the Western ROW line of Lott Town Road to its Intersection with the West line of the East 1/2 of the Southwest 1/4 of Section 5, T-5-N, R-14-W,
5. thence run North and along said West line to the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 5,
6. thence run East and along the North line of said Northeast 1/4 of the Southwest 1/4 to the Northeast corner of said Northeast 1/4 of the Southwest 1/4,
7. thence run South and along the East line of said Northeast 1/4 of the Southwest 1/4 to the Northwest corner of the Southwest 1/4 of the Southeast 1/4,
8. thence run East and along the North line of said Southwest 1/4 of the Southeast 1/4 to the Northeast corner of said Southwest 1/4 of the Southeast 1/4,
9. thence run South and along the East line of said Southwest 1/4 of the Southeast 1/4 to the North ROW line of said Mississippi Highway 42,
10. thence run Easterly and along said North ROW line to its Intersection with the West line of Section 4, T-5-N, R-14-W,
11. thence continue Easterly along said North ROW line for 630 feet,

12. thence run North for 364.85 feet,
13. thence run West for 522.43 feet,
14. thence run North for 133.11 feet,
15. thence run West for 107.43 feet to said west line of said Section 4,
16. thence run North along said west line to the southwestern bank of Bouie River,
17. thence run Easterly and Southeasterly along said Southwestern bank to its intersection with the North line of Section 14, T-5-N, R-14-W, said point lying on said present corporate limits of the City of Hattiesburg,
18. thence following along said present corporate limits run West to the NE Corner of the NW-1/4 of the NW-1/4 of said Section 14,
19. thence following along said present corporate limits run South to the SE Corner of the N-1/2 of the said NW-1/4 of the NW-1/4,
20. thence following along said present corporate limits run West to the SW Corner of the said N-1/2 of the NW-1/4 of the NW-1/4,
21. thence following along said present corporate limits run South and along the East line of Section 15, T-5-N, R-14-W, to its intersection with a point lying due East of the intersection of the Northeasterly right-of-way of U.S. Highway 49 with the North line of the S-1/2 of the N-1/2 of the SW-1/4 of the NE-1/4 of said Section 15,
22. thence following along said present corporate limits run West to a point on the Northeastern ROW line of U.S. Highway 49,
23. thence following along said present corporate limits run Northwesterly and along said Northeastern ROW line to the Southmost corner of the property described at Deed Book 669, Page 99, Forrest County, as Parcel II,
24. thence following along said present corporate limits run N46°15'E for 630 feet, more or less,
25. thence following along said present corporate limits run North for 275 feet,
26. thence following along said present corporate limits run N46°15'E for 75 feet,
27. thence following along said present corporate limits run North for 625 feet to the North line of said Section 15,
28. thence following along said present corporate limits run West and along said North line to the Point of Beginning.

SECTION 2. The complete city, both with and without the 2015 annexation –

That on the date of the adoption of this Amended Ordinance, a separate annexation ordinance passed in 2015 which is pending in the Chancery Court of Lamar County. In the event that the April 7, 2015, annexation Ordinance No 3155 is granted in whole, the corporate limits and boundaries of the City of Hattiesburg, Mississippi, lying and being in Lamar and Forrest Counties, Mississippi, as enlarged, extended and fixed by this Amended Ordinance shall be as follows, to-wit:

**CITY OF HATTIESBURG
EXISTING CORPORATE LIMITS WITH
PROPOSED AREAS "PAA 1," "PAA 2," AND "PAA 3,"
PROVIDED THE CHANCERY COURT GRANTS THE 2015 ANNEXATION
ORDINANCE NOW PENDING BEFORE IT**

1. Beginning at the intersection of the Southwesterly bank of Bouie River and the North line of the NW-1/4 of the NW-1/4 of Section 3, T-4-N, R-13-W, in the County of Forrest, State of Mississippi,
2. and thence run East along the North line of Section 3, to the intersection of the Southwesterly bank of Bouie River with the North line of the E-1/2 of said Section 3,
3. thence run Southeasterly along the Southwesterly bank of Bouie River to its intersection with the Western Bank of Leaf River,
4. thence run Southeasterly along the Western Bank of Leaf River to a point where it intersects with the south line of Section 32, T-4-N, R-12-W,
5. thence run Westerly along the South line of said Section 32 to its SW Corner, said Corner being the same as the NE Corner of Section 6, T-3-N, R-12-W,
6. thence run South along the Eastern line of Section 6, T-3-N, R-12-W, to the SE Corner of said Section 6,
7. thence run West along the South line of Section 6, T-3-N, R-12-W, and along the South line of Section 1 and 2, T-3-N, R-13-W, to the intersection with the Eastern ROW line of U.S. Highway No. 49,
8. thence run Southeasterly along the Eastern ROW line of said Highway to its intersection with the South line of Section 25, T-3-N, R-13-W,
9. thence run West to the intersection with the Western ROW line of U.S. Highway No. 49,
10. thence run Northwesterly along the Western ROW line of said Highway to its intersection with the Southern ROW line of U.S. Highway No. 98,
11. thence run Westerly along the Southern ROW line of said Highway to its intersection with an extension of the Western margin line of the Walker Road,
12. thence run Northerly with and along said extension and along the Western margin line of said Walker Road to its intersection with the Western margin line of the Carter Pitt Road,
13. thence run Northwesterly along the Western margin line of Carter Pitt Road to its intersection with the Western margin line of the Elks Lake Road,
14. thence run Northerly along the Western margin line of said Elks Lake Road to its intersection with the North line of Section 3, T-3-N, R-13-W,
15. thence run West along the North line of Section 3, 4 and 5, all in T-3-N, R-13-W, to the NE Corner of the NW-1/4 of said Section 5, T-3-N, R-13-W,
16. thence run South to the NW Corner of the SW-1/4 of the SE-1/4 of said Section 5,

17. thence run East along the North line of said SW-1/4 of the SE-1/4 to the NE Corner of the said SW-1/4 of the SE-1/4,
18. thence run South along the East line of said SW-1/4 of the SE-1/4 to the SE Corner of said quarter, also being the South line of Section 5,
19. thence run West along the South line of Section 5 to the intersection of the South line of said Section 5 and the Southern ROW line of Ira Hudson Road,
20. thence run Northwesterly along said Southern ROW line to the intersection of said Southern ROW line of said road and the West line of the said SW-1/4 of the SE-1/4,
21. thence run South to the SE Corner of the SW-1/4 of said Section 5,
22. thence run West along the South line of Section 5 to its intersection with the Western ROW line of Interstate Highway No. 59,
23. thence run Northwesterly along the Western ROW line of said Highway No. 59 to the intersection with the South line of the SE 1/4 of the NE 1/4 of Section 6, T-3-N, R-13-W, Forrest County, Mississippi, and said ROW line,
24. thence run N89°21'41"W along the said South line of the said SE-1/4 of the NE-1/4 for 684.46 feet more or less, to the East line of the Graham's Pine Acres Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Forrest County,
25. thence run N34°02'44"W 74.33 feet more or less, to the SE corner of Lot 1 of said Subdivision,
26. thence run N33°18'47"W along the East line of said Lot 1 for 189.08 feet more or less, to the NE corner of said Lot 1,
27. thence run N39°17'15"W along the East line of said Lot 2 for 212.63 feet to the SE corner of Lot 3 of said Subdivision,
28. thence run N37°39'51"W along the East line of said Lot 3 for 208.99 feet to the SE corner of Lot 4 of said Subdivision,
29. thence run N40°20'19"W along the East line of said Lot 4 for 209.89 feet to the SE corner of Lot 5 of said Subdivision,
30. thence run S72°48'24"W along the South line of said Lot 5 for 110.17 feet,
31. thence run N38°57'10"W for 99.67 feet,
32. thence run S72°27'16"W for 100.00 feet,
33. thence run N38°54'31"W for 109.98 feet to the SW corner of Lot 6 of said Subdivision,
34. thence run N72°29'45"E along the South line of said Lot 6 for 210.39 feet to the SE corner of said Lot 6,
35. thence run N39°11'30"W along the East line of said Lot 6 for 209.35 feet to the SE corner of Lot 7 of said Subdivision,
36. thence run N37°58'56"W along the East line of said Lot 7 for 209.90 feet to the SE corner of Lot 8 of said Subdivision,
37. thence run N29°18'20"W along the East line of said Lot 8 for 210.12 feet to the NE corner of said Lot 8,
38. thence run S75°07'29"W along the North line of said Lot 8 for 211.22 feet to the East margin line of Sullivan-Kilrain Road,
39. thence run Southwesterly for 37.43 feet, more or less, to the west margin line of Sullivan-Kilrain Road and the Southeast corner of the James H. And Patricia D. McPhail property,
40. thence run South 69°24'05" West for 241.42 feet,
41. thence run South 28°37'30" East for 350.00 feet,

42. thence run South 67°58'41" West for 181.60 feet,
43. thence run South 39°02'26" East for 249.49 feet,
44. thence run South 24°18'54" West for 193.28 feet,
45. thence run North 89°25'02" West for 594.50 feet to the East Right-of-Way of U.S. Highway No. 11,
46. thence continue North 89°25'02" West for 106.82 feet, more or less, to the West Right-of-Way of U.S. Highway No. 11,
47. thence run Northeasterly along said West Right-of-Way for 252.00 feet more or less to a 4-1/2" round concrete monument,
48. thence run N87°39'06"W for 940.43 feet more or less to a 4-1/2" round concrete monument,
49. thence run N00°41'57"E for 607.52 feet more or less to a 4-1/2" round concrete monument and the NW corner of the SE-1/4 of the NW-1/4 of Section 6, T-3-N, R-13-W, Forrest County, Mississippi,
50. thence run N89°05'44"E for 1,223.44 feet more or less to the West Right-of-Way of U.S. Highway No. 11,
51. thence run Northeasterly along said West Right-of-Way for 571.50 feet, more or less, to the West Right-of-Way of Sullivan-Kilrain Road,
52. thence run North 09°27'32" West along the West Right-of-Way of Sullivan-Kilrain Road for 155.01 feet,
53. thence run N09°06'09"W along said West margin line for 567.83 feet to the North line of Section 6, T-3-N, R-13-W, Forrest County, Mississippi,
54. thence run N88°16'08"W for 38.02 feet to the NW Corner of the NW 1/4 of the NE 1/4 of said Section 6,
55. thence continue West along the North line of Section 6, to the NW Corner of said Section 6, said point being on the Forrest County/Lamar County line,
56. thence run North along the Forrest County/Lamar County line to the intersection of the East line of Section 25, T-4-N, R-14-W, Lamar County, Mississippi, with the West Right-of-Way line of Interstate Highway No. 59,
57. thence run in a Northwesterly direction following the West Right-of-Way line to a point of intersection with the South line of the Mississippi Power Company property as recorded in Deed Book 4F page 195, of the land records of Lamar County, Mississippi;
58. thence run West along the South line of said property to the Southwest corner thereof;
59. thence run North along the West line of said property as recorded in Deed Book 4F pages 195 and 197 and with an extension of said West line to a point of intersection with the Northern Boundary of Richburg Road;
60. thence run Northeasterly along said Northern boundary to a point of intersection with the East line of the West 1/2 of the West 1/2 of the Northeast 1/4 of said Section 25, T-4-N, R-14-W, Lamar County, Mississippi;
61. thence run North along and with said East line to the North line of said Section 25;
62. thence run West along said North line to the Northwest corner of the Northeast 1/4 of said Section 25;
63. thence run North along the Half Section line of Section 24, Township 4 North, Range 14 West, to the Southeast corner of the Northwest 1/4 of said Section 24;

64. thence run West along and with the South line of said Northwest $\frac{1}{4}$ to the Southwest corner of said Northwest $\frac{1}{4}$;
65. thence run North along and with the West line of said Section 24 to a point marking the Southeast corner of the William Wicht property as recorded in Deed Book 4G page 168 of the land records of Lamar County, Mississippi;
66. thence run West along and with the South line of said property to the Southwest corner thereof, said point also being the Southeast corner of the Alex Currie property as recorded in Deed Book 5E page 974 of the land records of Lamar County, Mississippi;
67. thence run West along and with said property line and an extension thereof to a point on the Southwest right-of-way line of Sandy Run Road;
68. thence run Northwesterly along and with the Southwest right-of-way to a point at the intersection of an extension of the West line of the Robert Weathers property as recorded in Deed Book 9V page 439;
69. thence run North along and with the extension and the West line of said property to Northwest corner thereof and being on the North line of Section 23, Township 4 North, Range 14 West;
70. thence run East along and with the North line of said Section 23, said line also being the South line of Section 14, T-4-N, R-14-W, Lamar County, Mississippi, to the Western ROW line of Oak Grove Road,
71. thence run Northeasterly along the said Western ROW line for 447.95 feet more or less, to the Southern property corner described in Deed Book 15-X, Page 200, Lamar County, Mississippi;
72. thence run N41°44'03"W for 115.09 feet,
73. thence run N48°22'37"E for 143.23 feet,
74. thence run S41°37'57"E for 115.30 feet more or less to the Western ROW line of said Oak Grove Road,
75. thence run Northeasterly along said ROW for 45.38 feet more or less, to a iron pin described in said Deed Book and Page,
76. thence run N42°27'00"W for 109.19 feet, all of which are described in said Deed Book 15-X, Page 200, Lamar County, Mississippi;
77. thence run N04°00'00"E for 214.00 feet,
78. thence run S71°00'00"E for 298.30 feet more or less to the Western ROW line of the said Oak Grove Road; said two calls are described in Deed Book 14-H, Page 144, Lamar County, Mississippi,
79. thence run along said ROW line for 161.49 feet more or less to the Southeastern corner of the property described in Deed Book 18-D, Page 175, Lamar County, Mississippi,
80. thence run N81°33'00"W for 198.48 feet more or less to the edge of a pond,
81. thence run Northwesterly and along the edge of said Pond for 169.39 feet as described in said Deed Book 18-D, Page 175; said point also being the Southwestern corner of the property described in Deed Book, 17-A, Page 414, Lamar County, Mississippi; from said corner run N03°00'00"E and along said pond for 61.00 feet,
82. thence N56°19'00"E for 91.30 feet,
83. thence run N76°56'00"E for 30.00 feet as described in the above said Deed Book 17-A, Page 414; said point also being the Southwestern Corner of the property described in Deed Book 10-M, Page 344, Lamar County, Mississippi,

84. from said point run N08°05'00"E for 231.00 feet more or less to the South line of the East-1/2 of the NE-1/4 of the SW-1/4, Section 14, T-4-N, R-14-W, Lamar County, Mississippi;
85. thence run West along said South line for 236.57 feet more or less to the SW corner of the said East-1/2 of the NE-1/4 of the SW-1/4,
86. thence run North along the West line of the said East-1/2 of the NE-1/4 of the SW-1/4 for 459.40 feet,
87. thence run East for 147.60 feet,
88. thence run North for 147.60 feet,
89. thence run East for 630.94 feet more or less to the Western ROW line of Weathersby Road,
90. thence continue West for 115.11 feet more or less to the Eastern ROW line of Oak Grove Road,
91. thence run in a Southwesterly Direction and along said ROW line for 2,316.00 feet more or less to the intersection with the Eastern ROW line of the said Oak Grove Road and the South line of the said Section 14, T-4-N, R-14-W, Lamar County, Mississippi;
92. thence run east to the Northeast corner of the afore mentioned Section 23, said point also being the Southwest corner of Section 13, Township 4 North, Range 14 West;
93. thence run North along and with the West line of said Section 13 to the Northwest corner of the Southwest ¼ of the Southwest ¼ of Section 13, Township 4 North, Range 14 West;
94. thence run East along and with the North line of the South ¼ of Section 13 to a point at the intersection with the West right-of-way line of Interstate Highway No. 59;
95. thence run North along the West right of way line of Interstate Highway No. 59 to the intersection with the Southern right-of-way line of Oak Grove Road (Old Highway No. 11);
96. thence run Southwesterly along said Southern ROW line for 800 feet, more or less, to a point being 80 feet due West of the West line of Foxgate Avenue,
97. thence run South for 399.80 feet,
98. thence run East for 80 feet to a point on the West line of Foxgate Avenue,
99. thence run South along the West line of Foxgate Avenue for 1037.90 feet to a point on the North line of Fox Terrace,
100. thence run West along the North line of Fox Terrace for 346 feet,
101. thence run North for 20 feet to a point on the South line of Section 12, T-4-N, R-14-W, Lamar County, Mississippi,
102. thence run West along the South line of said Section 12 for 20.70 feet,
103. thence run North for 140 feet,
104. thence run West for 70 feet,
105. thence run South for 140 feet,
106. thence run West for 83.80 feet to a point on the East line of the Lamar Park Estates Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County, said point being 20 feet North of the SE Corner of Lot 10, Block 3, of said Subdivision,
107. thence run Northerly along the East line of the Lamar Park Estates Subdivision for 759 feet,
108. thence run East for 95.50 feet to a point on the West line of the SW-1/4 of the SE-1/4 of said Section 12,

109. thence run North along the West line of the said SW-1/4 of the SE-1/4 for 449.80 feet to the intersection with the Southern ROW line of Oak Grove Road (Old Highway No. 11),
110. thence run Southwesterly along said Southern ROW line to the intersection with the extension of the Western ROW line of Westover Drive,
111. thence run North along the West ROW line of Westover Drive and its extension to a point where said ROW widens,
112. thence run S36°20'00"W along said ROW line of the widening of Westover Drive and Oak Grove Road (Old Highway No. 11) for 216.40 feet,
113. thence run N28°58'00"W for 157.20 feet,
114. thence run S61°02'00"W for 150 feet,
115. thence run S28°50'00"E for 200 feet to the Northern ROW line of Oak Grove Road (Old Highway No. 11),
116. thence run S55°32'00"W along said ROW line for 180.40 feet,
117. thence run N12°19'00"W, record N12°15'00"W, for 377.60 feet,
118. thence run S89°00'00"W for 239 feet, record 238.70 feet,
119. thence run S12°15'00"E for 460 feet, to the Northern ROW line of Oak Grove Road (Old Highway No. 11),
120. thence run S60°57'00"W along said Northern ROW line for 614.90 feet,
121. thence run North for 140 feet,
122. thence run West for 110 feet,
123. thence run North for 558.61 feet,
124. thence run West for 312 feet,
125. thence run South for 208 feet,
126. thence run East for 211.30 feet to the West line of North Cox Avenue,
127. thence run S09°45'00"E along said West line for 50.50 feet,
128. thence run West for 195 feet,
129. thence run South for 210 feet,
130. thence run S04°45'00"E for 82.20 feet,
131. thence run S65°39'00"W for 204.90 feet,
132. thence run S21°21'00"E for 345 feet to the Northern ROW line of Oak Grove Road (Old Highway No. 11),
133. thence run Southwesterly along said Northern ROW line for 193 feet,
134. thence run N23°30'00"W for 577.50 feet,
135. thence run West for 290 feet,
136. thence run S67°00'00"W for 301.60 feet to the intersection with the West line of Section 12, T-4-N, R-14-W, Lamar County, Mississippi,
137. thence run South along the West line of Section 12 to the SE Corner of the N-1/2 of the SE-1/4 of the SE-1/4 of Section 11, T-4-N, R-14-W, Lamar County, Mississippi,
138. thence run West along and with the South line of the N-1/2 of the SE-1/4 of the SE-1/4 of said Section 11 to the Southwest corner thereof;
139. thence run North along and with the West line of the SE-1/4 of the SE-1/4 of said Section 11 to the NW corner of the SE-1/4 of the SE-1/4 of said Section 11 ,
140. thence run West 596.40 feet, more or less, along the South line of the NW-1/4 of the SE-1/4 to a point which bears S89°16'50"W and is

660 feet from the NW Corner of the SW-1/4 of the SE-1/4 of Section 11, T-4-N, R-14-W, Lamar County, Mississippi, said NW Corner has previously been relocated and re-established by a decree in Chancery Court,

141. thence run S00°43'10"E for 68.53 feet,
142. thence run S87°46'50"W for 36.20 feet,
143. thence run S43°10'50"W for 99.80 feet,
144. thence run S31°53'50"W for 70.40 feet,
145. thence run S02°13'10"E for 84.80 feet,
146. thence run S34°57'10"E for 36 feet,
147. thence run N87°46'50"E for 21.30 feet,
148. thence run S01°07'58"W for 138.32 feet,
149. thence run S18°53'16"W for 78.60 feet,
150. thence run West for 206.35 feet,
151. thence run North for 193.08 feet,
152. thence run West for 324.27 feet to the East R.O.W. of Weathersby Road,
153. thence run South along said East R.O.W. for 244.71 feet to a point which intersects an extension of the North margin of North Lane;
154. thence run West 46.98 feet, more or less, to the intersection of the West R.O.W. of Weathersby Road and the North margin line of North Lane,
155. thence run North 89°30'25" West along said North Margin 408.58 feet,
156. thence run South 89°47'48" West for 200 feet,
157. thence run North 00°12'12" West 10 feet,
158. thence run South 89°47'45" West 81.26 feet, more or less, to the East line of Lakewood Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County,
159. thence run North 00°25'23" East for 567.59 feet,
160. thence run West 280.93 feet to the East R.O.W. of Lakewood Drive,
161. thence run South 89°24'03" West for 50 feet to the West R.O.W. of Lakewood Drive,
162. thence run South 00°27'23" East along said West R.O.W. for 200 feet to the Southeast corner of Lot 15 of said Lakewood Subdivision,
163. thence run West and along the South line of said Lot 15 for 269.05 feet to the Southwest corner of said Lot 15,
164. thence run South 00°27'23" East for 1,097.00 feet to the Southwest corner of Lot 26 of said Lakewood Subdivision,
165. thence run South 89°41'45" West for 9.48 feet,
166. thence run South 00°13'49" East for 30.71 feet to a cotton spindle in Shears Drive,
167. thence run North 89°47'22" West for 276 feet,
168. thence run South 00°25'21" East for 662.94 feet,
169. thence run North 89°47'22" West for 1,098.23 feet,
170. thence run North 04°54'02" West for 62.64 feet,
171. thence run North 01°19'32" West for 290.54 feet,
172. thence run North 00°27'46" East for 153.54 feet,
173. thence run North 00°17'04" East for 74.56 feet,
174. thence run North 00°27'07" West for 81.79 feet, said point being 51.89 feet west of the Southwest corner of said Section 11,

175. thence run West along the Section line common to Sections 10 and Section 15, all in Township 4 North, Range 14 West, to the NE corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 15;
176. thence run South a distance of 1320 feet, more or less, to the SE corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 15;
177. thence run West a distance of 900 feet, more or less; to a point on the South line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi, which point is 1705.50 feet East of the NW corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi, and also being the NE corner of property described in the first legal description appearing in the Land Deed Book 13-S at Page 652 in the Office of the Chancery Clerk of Lamar County, Mississippi,
178. thence run South 660 feet,
179. thence run S89°52'27"E for 287.75 feet;
180. thence run S03°23'30"E for 661.24 feet;
181. thence run S89°58'52"E for 1818.24 feet,
182. thence run S00°49'39"E for 1218.905 feet;
183. thence run S88°56'03"W for 278.02 feet;
184. thence run N02°33'32"W for 85.55 feet;
185. thence run N52°08'30"W for 126.78 feet;
186. thence run N30°03'53"E for 53.56 feet;
187. thence run N73°04'19"W for 155.05 feet;
188. thence run S21°14'51"W for 207.07 feet to the North margin line of Lincoln Road Extension (Sandy Run Road);
189. thence run N68°11'11"W along said North margin for 336.88 feet;
190. thence run N00°02'27"E for 177.69 feet;
191. thence run S89°46'05"W for 209.74 feet;
192. thence run S00°09'44"E for 105.00 feet to said North margin;
193. thence run N71°32'27"W along said North margin line for 164.00 feet;
194. thence run N00°47'48"W for 210.00 feet;
195. thence run N72°06'30"W for 104.85 feet to a point on the west line of the said NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, of said Section 15;
196. thence run S01°34'07"W for 212.21 feet, to the said North margin line;
197. thence run N71°40'19"W along said North margin line for 502.495 feet;
198. thence continue along said North margin line N71°24'03"W for 200.04 feet;
199. thence run N00°20'21"E for 667.21 feet to the South line of the NW $\frac{1}{4}$ of Section 15, Township 4 North, Range 14 West, Lamar County Mississippi,
200. thence run N89°52'27"W on and along said South line 232.76 feet;
201. thence run South for 382 feet,
202. thence run North 60°02'00" West for 340.60 feet;
203. thence run South 21°45'00" West for 156.90 feet, more or less, to the North Right-of-Way of Sandy Run Road;
204. thence run Northwesterly on and along said Right-of-Way for 1031.16 feet,
205. thence run North 190.05 feet;
206. thence run North 70°04'11" West for 165.74 feet;

207. thence run North for 934.62 feet to a point being 312 feet due East of the NW corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi;
208. thence run East for 900 feet, more or less, to the NE corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi;
209. thence run North for 660 feet, more or less, to the SE corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi;
210. thence run West for 667.73 feet, more or less, to the SW corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi;
211. thence run North on and along the west line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 15 for 260 feet,
212. thence run West for 500 feet, more or less, to the NE corner of the property described in Deed Book 13-V, Page 600, in the Office of the Chancery Clerk of Lamar County, Mississippi (after excepting therefrom the South 60 feet as provided for in said Deed at said Book and Page);
213. thence run South for 205.02 feet, more or less, to the SE corner of said property;
214. thence run West for 170 feet, more or less, to the SW corner of said property and the East Right-of-Way of Hegwood Road;
215. thence run North along said East Right-of-Way for 600 feet, more or less, to the North line of Section 16, Township 4 North, Range 14 West, Lamar County, Mississippi;
216. thence run West on and along said North line for 1320 feet, more or less, to the NE corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 16,
217. thence run South $00^{\circ}17'42''$ East for 1146.04 feet, more or less, to the North line of that certain 16th Section lease and contract recorded in Deed Book 10-W, Page 7 in the Office of the Chancery Clerk of Lamar County, Mississippi;
218. thence run South $00^{\circ}31'52''$ East on and along the East line of said property for 178.83 feet more or less to the Northwest corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16, T-4-N, R-14-W, Lamar County Mississippi,
219. thence run Easterly along the North line of the said SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ for 1276.80 feet more or less to the Western ROW line of Hegwood Drive;
220. thence run Southerly on and along the said western ROW line of Hegwood Drive for 905 feet more or less to the Northern ROW line of Lincoln Road Extension;
221. thence run South for 100 feet to the Southern ROW line of Lincoln Road Extension;
222. thence run Southwesterly and along said Southern ROW line for 516.25 feet more or less to the intersection with the said Southern ROW line of Lincoln Road Extension and an East line of the above said property,
223. thence run South $00^{\circ}19'40''$ East for 231.22 feet, more or less, to the SE corner of said property,
224. thence run West for 1098 feet, more or less, to the NE corner of property described in that certain 16th Section land lease and

- contract recorded in Book 12-C at Page 163 in the Office of the Chancery Clerk of Lamar County, Mississippi;
225. thence run South for 1309.60 feet, more or less, to the SE corner of said property;
 226. thence run West for 1572.59 feet, more or less, to the SW corner of said property as described in that certain 16th Section land lease and contract recorded in Book 12-C at Page 163 in the Office of the Chancery Clerk of Lamar County, Mississippi, and to the East Right-of-Way of Norton Road (commonly referred to as Old Highway No. 11);
 227. thence run Southerly along and with said East right-of-way line to a point at the intersection of the South line of Section 16, Township 4 North, Range 14 West;
 228. thence run West along and with said South line to the SW corner of said Section 16;
 229. thence run North along and with said west line of Section 16, Township 4 North, Range 14 West, to the Northeast corner of the Woodstone subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County,
 230. thence run s88°22'09"W and along the North line of said subdivision to the Eastern ROW line of Woodstone Drive,
 231. thence run Northwesterly along said Eastern ROW line to the Northern ROW line of said Woodstone Drive,
 232. thence run Southwesterly along said Northern ROW line to the Eastern ROW line of Woodstone Boulevard,
 233. thence run Northwesterly and along said Eastern ROW line to its Intersection with the extension of the Northwestern line of Woodstone Phase II subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County,
 234. thence run S37°25'06"W to and along said Northwestern line for 514.23 feet, more or less,
 235. thence run N88°18'39"W and along said Northwestern line for 649.49 feet to the West line of the Northeast 1/4 of Section 17, T-4-N, R-14-W,
 236. thence run N00°23'40"W and along said west line to the Southeast corner of Lot 1 of Unit 2, Lake Serene subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County,
 237. thence run s84°22'45"W and along the south line of Lots 1 through 19 of said subdivision for 2,299.4 feet to the Southwest corner of said Lot 19,
 238. thence run N31°07'15"E and along the West Line of said Lot 19 for 82.6 feet,
 239. thence run N27°31'15"W and along the West Line of said Lot 19 for 205.0 feet,
 240. thence run N46°36'E and along the west Line of said Lot 19 to the Southern ROW line of U.S. Highway 98,
 241. thence run Southwesterly and along said Southern ROW line for 494 feet more or less to the East line of Lot 92 of Unit 1, Revised, Lake Serene Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County, Mississippi,
 242. thence run S14°44'W and along the South line of said Lot 92 for 275 feet more or less,

243. thence run S50°35'W and along the South line of Lots 92 and 91 of said subdivision for 180.0 feet,
244. thence run S11°20'W and along the South line of Lot 91 of said subdivision for 179.6 feet,
245. thence run S56°34'W and along the South line of Lots 90 and 89 of said subdivision for 244.6 feet,
246. thence run N85°12'W and along the South line of Lot 89 of said subdivision for 2.6 feet to the Southwest corner of said Lot 89,
247. thence run N05°37'W and along the East line of Lot 88 of said subdivision to the Intersection with the Southern ROW line of U.S. Highway 98,
248. thence run Southwesterly along said Southern ROW line for 220.00 feet to the East line of Lot 86 of said subdivision,
249. thence run S05°37'E and along said East line to the South line of said Lot 86,
250. thence run S84°23'W and along the South line of Lots 86, 85, 84, 83, 82, 81, 78, 14, 11, 10, 9, 8, 7, 6, 5, 4, and 3 of said subdivision for 2,686.12 feet to the Southwest corner of said Lot 3,
251. thence run N00°45'W and along the West line of said Lot 3 to the Southern ROW line of U.S. Highway 98,
252. thence run N89°28'W for 77 feet more or less to the West ROW line of Cole Road,
253. thence run N00°32'E and along said West ROW line for 70.00 feet to the Cole Road sight flare,
254. thence run N69°29'53"W and along said sight flare for 219.27 feet to the Southern ROW line of U.S. Highway 98,
255. thence run Southwesterly along said Southern ROW line to its intersection with the East line of Section 14, T-4-N, R-15-W,
256. thence run South and along said East line to the Southeast corner of the Northeast 1/4 of said Section 14,
257. thence run West and along the South line of said Northeast 1/4 to the Southwest corner of said Northeast 1/4,
258. thence run North and along the West line of said Northeast 1/4 to its intersection with the Southern ROW line of U.S. Highway 98,
259. thence run Southwesterly and along said Southern ROW line to the West line of Section 14, T-4-N, R-15-W,
260. thence run North and along said West line to the Northern ROW line of U.S. Highway 98,
261. thence run Northeasterly and along said Northern ROW line to the Eastern ROW line of Graham Road,
262. thence run N02°36'54"W and along said Eastern ROW line for 423.50 feet,
263. thence run N00°26'01"E and along said Eastern ROW line for 210.00 feet,
264. thence run N81°07'03"E for 366.39 feet,
265. thence run S02°36'54"E for 535.00 feet to said Northern ROW line of U.S. Highway 98,
266. thence run Northeasterly along said Northern ROW line to the West line of the property described in the Warranty Deed at Book 4-T, Page 48, as recorded in the office of the Chancery Clerk for Lamar County,
267. thence run North and along said West line for 1,158.8 feet to the Northwest corner of the property described in the Warranty Deed at

- Book 5-I, Page 13, as recorded in the office of the Chancery Clerk for Lamar County,
268. thence run East to the Eastern ROW line of Mississippi Highway 589,
 269. thence run Southeasterly and along said Eastern ROW line to the Northern ROW line of U.S. Highway 98,
 270. thence run Northeasterly along said Northern ROW line to the west line of Section 13, T-4-N, R-15-W,
 271. thence run North along said west line to the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of said Section 13,
 272. thence run N00°04'W and along said west line for 660 feet,
 273. thence run N89°57'E for 479.37 feet,
 274. thence run S34°50'55"E for 316.73 feet,
 275. thence run S00°04'E for 99.63 feet,
 276. thence run N84°01'E for 17.94 feet,
 277. thence run S10°16'28"E for 260.73 feet to the Northern ROW line of U.S. Highway 98,
 278. thence run Northeasterly and along said Northern ROW line to the East line of Section 13, T-4-N, R-15-W,
 279. thence run North and along said East line for 844.5 feet to the Southwest corner of Section 7, T-4-N, R-14-W,
 280. thence run N00°08'E and along the west line of said Section 7 for 330 feet,
 281. thence run East for 1,414.42 feet to the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 7,
 282. thence run S00°10'E and along said East line for 301.79 feet to the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of said Section 7,
 283. thence run Easterly and along said South line to the Southwest corner of the Southwest 1/4 of the Southeast 1/4, of said Section 7,
 284. thence run N00°14'10"E and along the west line of said Southwest 1/4 of the Southeast 1/4 for 1,006.30 feet,
 285. thence run S89°55'01"E for 1,428.64 feet to the East line of said Southwest 1/4 of the Southeast 1/4,
 286. thence run S00°34'E and along said East line to the Northwest corner of Lot 4 of the Lake Serene North Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County,
 287. thence run N84°23'E and along the North line of said Lot 4 for 338.0 feet to the west ROW line of Mackerel Drive,
 288. thence run N04°37'W and along said west ROW line for 64.4 feet, more or less, to the westerly Extension of the North line of Lot 3 of said Lake Serene North subdivision,
 289. thence run N84°23'E for 50.00 feet to the Northwest corner of Lot 3 of said Lake Serene North subdivision,
 290. thence continue N84°23'E and along the North line of said Lot 3 for 243.3 feet,
 291. thence run S36°05'E and along the North line of said Lot 3 for 68.9 feet to the Northeast corner of said Lot 3,
 292. thence run S04°23'E and along the East line of said Lot 3 for 423.9 feet to the Northern ROW line of U.S. Highway 98,
 293. thence run Northeasterly along said Northern ROW line to the west line of Lot 83 of said Lake Serene North subdivision,

294. thence run N04°40'W and along said west line for 9.6 feet,
295. thence run N14°11'E and along said west line for 203.4 feet,
296. thence run N28°26'E and along said west line for 163.9 feet,
297. thence run N30°55'E and along said west line for 137.0 feet,
298. thence run N19°06'E and along said west line for 29.5 feet to the Northwest corner of said Lot 83
299. thence run N84°22'39"E and along the North line of Lots 83, 82, 81, 80 and 79 of said Lake Serene North subdivision for 871.0 feet to the Northwest corner of Lot 78 of said Lake Serene North subdivision,
300. from said Northwest corner run in an Easterly direction on and along the Northern boundary line of Lots 78, 77, 76 and 75 of the said Lake Serene North Subdivision for 760.00 feet more or less to the Northwestern corner of Lot 73 of said subdivision,
301. thence run N65°30'00"E along the Northern line of said Lot 73 for 477.30 feet more or less to the Northeasterly corner of lot 73 and the Western ROW line of Baracuda Drive;
302. thence run Northeasterly at right angles and perpendicular to said Western ROW line for 50 feet to the Northeastern ROW line of Baracuda Drive;
303. thence run Northwesterly on and along the said ROW line for 63.37 feet more or less to the Northwest corner of Lot 58 of the Rolling Hills Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County,,
304. thence run Northwesterly along the Northeastern ROW line of Baracuda Drive for 313.5 feet to the Northwest corner of lot 57 of said subdivision;
305. thence run N76°18'E and along the North line of said lot 57 for 228.5 feet,
306. thence run N62°56'E and along the North line of Lot 56 of said subdivision for 101.1 feet,
307. thence run N70°10'E and along the North line of Lot 56, 55 and 54 of said subdivision for 239.3 feet,
308. thence run S83°38'E and along the North line of Lot 54 and 53 of said subdivision for 138.3 feet,
309. thence run N62°47'E and along the North line of Lot 53 and 52 of said subdivision for 86.2 feet,
310. thence run S81°15'E and along the North line of Lot 52 and 51 of said subdivision for 178.9 feet,
311. thence run N78°08'E and along the North line of Lot 50 and 49 of said subdivision for 223.5 feet,
312. thence run N71°54'E and along the North line of Lot 48, 47 and 46 of said subdivision for 272.3 feet,
313. thence run S81°09'E and along the North line of Lot 46 and 45 of said subdivision for 101.2 feet,
314. thence run N38°19'E and along the North line of Lot 45 of said subdivision for 108.1 feet,
315. thence run S00°31'E and along the East line of Lot 45 of said subdivision for 796.9 feet to the Northeastern ROW line of Windlass Drive,
316. thence run Southeasterly along said Eastern ROW line for 195.00 feet more or less to the Northwest corner of Lot 44 of the said Rolling Hills Subdivision;

317. thence run N48°52'00"E along the Northwest line of said Lot 44 for 530.80 feet more or less to the Northeast corner of said Lot 44, said point also being the Northwest corner of Lot 43 of the said subdivision;
318. thence run N89°23'00"E along the North line of said Lot 43 for 218.30 feet more or less to the East line of the SE ¼ of the SE ¼, of Section 8, T-4-N, R-14-W, Lamar County, Mississippi,
319. thence run North to a point of intersection with the Westerly extension of the North line of the William Hover property as recorded in Deed Book 12-0 page 510 of the land records of Lamar County, Mississippi;
320. thence run East along said extension and North line to the Northeast corner of said William Hover property as recorded in Deed Book 12-0 page 510 of the land records of Lamar County, Mississippi;
321. thence run Northeasterly to the Southwest corner of the Northwest ¼ of Section 10, Township 4 North, Range 14 West, Lamar County, Mississippi,
322. thence run North along and with the West line of Section 10 to a point on the East right-of-way line of Gravel Pit Road;
323. thence run Northeasterly along and with said right-of-way line to a point marking the Northwest corner of the Josh Morris property as recorded in Deed Book 12-Y page 599;
324. thence run Easterly along the North line of the Josh Morris property to the Northeast corner thereof;
325. thence Southerly along the East line of the Josh Morris property to the SE corner thereof and being on the North line of Section 10, Township 4 North, Range 14 West;
326. thence run East along said North line to the Northeast corner of Section 10, T-4-N, R-14-W, Lamar County, Mississippi, said point being also the Southwest corner of Section 2, T-4-N, R-14-W,
327. thence run North along the West line of the Southwest ¼ of said Section 2, for 355 feet, more or less, to the Southernmost right-of-way of West 4th Street,
328. thence run in an Easterly direction along the aforementioned Southern right-of-way for 1200.75 feet,
329. thence run S 06°50'51" W for 10.94 feet,
330. thence run S 01°24'52" W for 40.55 feet,
331. thence run S 01°15'31" W for 51.15 feet,
332. thence run S 07°03'42" E for 367.38 feet to the South line of said Section 2, said point being 1308.20 feet East of the Southwest corner of said Section 2,
333. thence run East along the North line of Section 11 and Section 12, Township 4 North, Range 14 West, to the intersection with the West ROW line of Interstate Highway No. 59,
334. thence run Northerly along the said West ROW line of Interstate Highway No. 59 to an existing concrete highway marker at the intersection of the South Right-of-Way of the Longleaf Trace Rails to Trails with the West Right-of-Way of Interstate Highway No. 59, and
335. thence run N 76°04'09" W along said Southern Right-of-Way of the Longleaf Trace Rails to Trails for 231.83 feet,
336. thence run S 13°55'51" W along said Southern Right-of-Way for 50 feet,

- 337. thence run N 76°04'09" W along said Southern Right-of-way for 514.71 feet,
- 338. thence run N 13°55'51" E along said Southern Right-of-way for 25 feet,
- 339. thence run N 76°04'09" W along said Southern Right-of-way for 471.41 feet,
- 340. thence run N 00°02'44" E along said Southern Right-of-way for 15.45 feet,
- 341. thence run N 76°04'09" W along said Southern Right-of-way for 293.85 feet, more or less, to the Eastern Right-of-way of West Hills Drive,
- 342. thence run S 15°40'49" E along said Eastern Right-of-way of West Hills Drive for 299.85 feet,
- 343. thence run S 20°26'38" W along said Eastern Right-of-way for 120.42 feet,
- 344. thence run S 15°40'49" E along said Eastern Right-of-way for 63.62 feet to the Northeast Right-of-way flare of West 4th Street and West Hills Drive,
- 345. thence run S 71°58'36" E along said Right-of-way flare for 31.81 feet to the Northern Right-of-way of West 4th Street,
- 346. thence run S 74°23'34" W for 136.46 feet to the Northwest Right-of-way flare of West 4th Street and West Hills Drive,
- 347. thence run Southwesterly along the North Right-of-way of West 4th Street along a curve to the right with radius of 601.62 feet, a chord distance of 137.65 feet and a chord bearing of S 87°28'25" W for 137.95 feet,
- 348. thence run N 85°57'27" W along said North Right-of-way for 224.76 feet,
- 349. thence run N 07°52'45" E for 173.40 feet,
- 350. thence run N 03°55'09" E for 62.41 feet,
- 351. thence run East for 296.40 feet to the Western Right-of-way of West Hills Drive,
- 352. thence run N 15°40'49" W along said Western Right-of-way for 295.92 feet, more or less, to the Southern Right-of-way of the Longleaf Trace Rails to Trails,
- 353. thence run N 21°13'15" W for 103.96 feet, more or less, to the Northern Right-of-way of the Longleaf Trace Rails to Trails,
- 354. thence run N 13°55'51" E along said Northern Right-of-way for 25.00 feet,
- 355. thence run S 76°04'09" E along said Northern Right-of-way for 407.03 feet,
- 356. thence run N 00°02'44" E along said Northern Right-of-way for 25.75 feet,
- 357. thence run S 76°04'09" E along said Northern Right-of-way for 508.49 feet,
- 358. thence run N 13°55'51" E along said Northern Right-of-way for 25.00 feet,
- 359. thence run S 76°04'09" E along said Northern Right-of-way for 714.71 feet,
- 360. thence run S 13°55'51" W along said Northern Right-of-way for 50.00 feet,
- 361. thence run S 76°04'09" E along said Northern Right-of-way for 26.22 feet, more or less, to an existing concrete highway marker on the West Right-of-way of Interstate Highway No. 59,

362. thence run Northerly along the said West ROW line of Interstate Highway No. 59 to the South line of Section 36, T-5-N, R-14-W, Forrest County, Mississippi;
363. thence run West along the South line of Section 36 to a Concrete Monument at the SW corner of Section 36, T-5-N, R-14W, Forrest County, Mississippi, said corner also being the NE corner of Section 2, T-4-N, R-14-W, Lamar County Mississippi;
364. thence run S00°38'37"E along the East line of said Section 2 for 2270.18 feet to a ½" Rebar and the North Right of Way Line of the Longleaf Trace Rails to Trails (Mississippi Central Railroad Co.) (Illinois Central Gulf Railroad),
365. thence run N76°03'42"W along the said Right of Way Line for 1093.48 feet to a ½" Rebar,
366. thence run S13°56'18"W along said Right of Way Line for 50.00 feet to a ½" Rebar,
367. thence run N76°03'42"W along said Right of Way Line for 1646.69 feet to a ½" Rebar and the West Line of the Northeast ¼ of Section 2;
368. thence run S00°42'36"W along said West Line for 92.73 feet more or less to the South Right-of-Way of Longleaf Trace Rails to Trails,
369. thence run in a Northwesterly direction along said South Right-of-Way for 4115.00 feet, more or less, to the Northeast corner of that portion of The Community of Greystone that lies South of the Longleaf Trace Rails to Trails,
370. thence run S 00°04'43" W for 393.53 feet,
371. thence run N 89°58'08" W for 1299.26 feet,
372. thence run S 89°52'39" W for 2621.35 feet to the East Right-of-Way of Jackson Road,
373. thence run N 00°57'29" W along said East Right-of-Way for 271.11 feet to the South Right-of-Way of the Longleaf Trace Rails to Trails,
374. thence run North along said East Right-of-Way for 100 feet to the North Right-of-Way of the Longleaf Trace Rails to Trails,
375. thence run N 00°06'42" W along said East Right-of-Way for 390.26 feet,
376. thence run N 00°50'17" E along said East Right-of-Way of Jackson Road for 551.82 feet to the South line of Section 34, T-5-N, R-14-W, Forrest County, Mississippi,
377. thence run West along the South line of said Section 34 and Section 33 to the SW Corner of Section 33, T-5-N, R-14-W,
378. thence run North to the NW Corner of said Section 33,
379. thence run East along the North line of said Section 33 to a point that is 430.00 feet due West of the NE corner of said Section 33,
380. thence run North for 120.00 feet,
381. thence run East for 430.00 feet
382. thence run South for 120.00 feet to the NE corner of Section 33, T-5-N, R-14-W,
383. thence run East along the North lines of Sections 34, 35 and 36, all in T-5-N, R-14-W, to the NW Corner of the NE-1/4 of said Section 36,
384. thence run North to the NE Corner of the SE-1/4 of the SW-1/4 of Section 25, T-5-N, R-14-W
385. thence run West to a point 840 feet East of the SW Corner of the NE-1/4 of the SW-1/4 of said Section 25,

386. thence run North for 630 feet,
387. thence run West for 840 feet to a point on the West line of the said NE-1/4 of the SW-1/4,
388. thence run North to a point on the Southwesterly ROW line of U.S. Highway No. 49,
389. thence run Northwesterly along the Southwesterly ROW line of said Highway for 347 feet,
390. thence run S 35°43' W to the Northeasterly margin line of Old Rawls Springs Road,
391. thence run Northwesterly along the Northeasterly margin line of said Road for 420 feet, more or less, to the Southernmost corner of the Spring Forrest Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Forrest County,
392. thence run Northeasterly along the Southeasterly boundary of said Subdivision to the intersection with the Southwesterly R.O.W. line of U.S. Highway No. 49,
393. thence run Northwesterly along the Southwesterly R.O.W. line of said Highway to the intersection with the North line of Section 25, T-5-N, R-14-W,
394. thence run West along the South line of Section 24 and 23, both in T-5-N, R-14-W, to the intersection with the Northeasterly margin line of Old Rawls Springs Road,
395. thence run Northwesterly along the Northeasterly margin line of said Road for 641 feet,
396. thence run N79°09'E for 183.8 feet,
397. thence run N80°E for 115 feet,
398. thence run N30°W for 105 feet,
399. thence run N80°E for 135 feet,
400. thence run N00°34'E for 520 feet to the Southwestern R.O.W. line of U.S. Highway No. 49,
401. thence run Northwesterly along the Southwestern ROW line of said Highway to its intersection with the South ROW line of Mississippi Highway 42,
402. thence run westerly and along said South ROW line to the Western ROW line of Archie Smith Road,
403. thence run Northwesterly and along said Western ROW line and along the Western ROW line of Lott Town Road to its Intersection with the West line of the East 1/2 of the Southwest 1/4 of Section 5, T-5-N, R-14-W,
404. thence run North and along said west line to the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 5,
405. thence run East and along the North line of said Northeast 1/4 of the Southwest 1/4 to the Northeast corner of said Northeast 1/4 of the Southwest 1/4,
406. thence run South and along the East line of said Northeast 1/4 of the Southwest 1/4 to the Northwest corner of the Southwest 1/4 of the Southeast 1/4,
407. thence run East and along the North line of said Southwest 1/4 of the Southeast 1/4 to the Northeast corner of said Southwest 1/4 of the Southeast 1/4,
408. thence run South and along the East line of said Southwest 1/4 of the Southeast 1/4 to the North ROW line of said Mississippi Highway 42,

409. thence run Easterly and along said North ROW line to its Intersection with the West line of Section 4, T-5-N, R-14-W,
410. thence continue Easterly along said North ROW line for 630 feet,
411. thence run North for 364.85 feet,
412. thence run West for 522.43 feet,
413. thence run North for 133.11 feet,
414. thence run West for 107.43 feet to said West line of said Section 4,
415. thence run North along said West line to the Southwestern bank of Bouie River,
416. thence run Southeasterly along said Southwestern bank to its intersection with the North line of the S-1/2 of the S-1/2 of Section 14, T-5-N, R-14-W,
417. thence run West to a point 370 feet West of the NE Corner of the SE-1/4 of the SW-1/4 of said Section 14,
418. thence run South to the intersection with the Southern margin line of Peps Point Road,
419. thence run Southwesterly along the Southern margin line of said Road to its intersection with the Northeasterly ROW line of U.S. Highway No. 49,
420. thence run Southeasterly along the Northeasterly ROW line of said Highway to its intersection with the centerline of Big Creek,
421. thence run Easterly along the centerline of Big Creek to its intersection with the Southwestern Bank of Bouie River,
422. thence run Southeasterly along the Southwestern Bank of Bouie River to its intersection with the North line of the NW-1/4 of the NW-1/4 of Section 3, T-4-N, R-13-W, Forrest County, Mississippi, and back to the Point of Beginning.

In the event the decision of the Chancery Court of Lamar County results in the denial of the April 7, 2015, annexation Ordinance No. 3155, the corporate limits and boundaries of the City of Hattiesburg, Mississippi, lying and being in Lamar and Forrest Counties, Mississippi, as enlarged, extended and fixed by this Amended Ordinance shall be as follows, to-wit:

**CITY OF HATTIESBURG
EXISTING CORPORATE LIMITS WITH
PROPOSED AREAS "PAA 1," "PAA 2," AND "PAA 3,"
PROVIDED THE CHANCERY COURT DENIES THE 2015 ANNEXATION
ORDINANCE NOW PENDING BEFORE IT**

1. Beginning at the intersection of the Southwesterly bank of Bouie River and the North line of the NW-1/4 of the NW-1/4 of Section 3, T-4-N, R-13-W, in the County of Forrest, State of Mississippi,
2. and thence run East along the North line of Section 3, to the intersection of the Southwesterly bank of Bouie River with the North line of the E-1/2 of said Section 3,
3. thence run Southeasterly along the Southwesterly bank of Bouie River to its intersection with the Western Bank of Leaf River,

4. thence run Southeasterly along the Western Bank of Leaf River to a point where it intersects with the south line of Section 32, T-4-N, R-12-W,
5. thence run Westerly along the South line of said Section 32 to its SW Corner, said Corner being the same as the NE Corner of Section 6, T-3-N, R-12-W,
6. thence run South along the Eastern line of Section 6, T-3-N, R-12-W, to the SE Corner of said Section 6,
7. thence run West along the South line of Section 6, T-3-N, R-12-W, and along the South line of Section 1 and 2, T-3-N, R-13-W, to the intersection with the Eastern ROW line of U.S. Highway No. 49,
8. thence run Southeasterly along the Eastern ROW line of said Highway to its intersection with the South line of Section 25, T-3-N, R-13-W,
9. thence run West to the intersection with the Western ROW line of U.S. Highway No. 49,
10. thence run Northwesterly along the Western ROW line of said Highway to its intersection with the Southern ROW line of U.S. Highway No. 98,
11. thence run Westerly along the Southern ROW line of said Highway to its intersection with an extension of the western margin line of the Walker Road,
12. thence run Northerly with and along said extension and along the western margin line of said Walker Road to its intersection with the Western margin line of the Carter Pitt Road,
13. thence run Northwesterly along the Western margin line of Carter Pitt Road to its intersection with the Western margin line of the Elks Lake Road,
14. thence run Northerly along the Western margin line of said Elks Lake Road to its intersection with the North line of Section 3, T-3-N, R-13-W,
15. thence run West along the North line of Section 3, 4 and 5, all in T-3-N, R-13-W, to the NE Corner of the NW-1/4 of said Section 5, T-3-N, R-13-W,
16. thence run South to the NW Corner of the SW-1/4 of the SE-1/4 of said Section 5,
17. thence run East along the North line of said SW-1/4 of the SE-1/4 to the NE Corner of the said SW-1/4 of the SE-1/4,
18. thence run South along the East line of said SW-1/4 of the SE-1/4 to the SE Corner of said quarter, also being the South line of Section 5,
19. thence run West along the South line of Section 5 to the intersection of the South line of said Section 5 and the Southern ROW line of Ira Hudson Road,
20. thence run Northwesterly along said Southern ROW line to the intersection of said Southern ROW line of said road and the West line of the said SW-1/4 of the SE-1/4,
21. thence run South to the SE Corner of the SW-1/4 of said Section 5,
22. thence run West along the South line of Section 5 to its intersection with the Western ROW line of Interstate Highway No. 59,
23. thence run Northwesterly along the Western ROW line of said Highway No. 59 to the intersection with the South line of the SE

- 1/4 of the NE 1/4 of Section 6, T-3-N, R-13-W, Forrest County, Mississippi, and said ROW line,
24. thence run N89°21'41"W along the said South line of the said SE-1/4 of the NE-1/4 for 684.46 feet more or less, to the East line of the Graham's Pine Acres Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Forrest County,
 25. thence run N34°02'44"W 74.33 feet more or less, to the SE corner of Lot 1 of said Subdivision,
 26. thence run N33°18'47"W along the East line of said Lot 1 for 189.08 feet more or less, to the NE corner of said Lot 1,
 27. thence run N39°17'15"W along the East line of said Lot 2 for 212.63 feet to the SE corner of Lot 3 of said Subdivision,
 28. thence run N37°39'51"W along the East line of said Lot 3 for 208.99 feet to the SE corner of Lot 4 of said Subdivision,
 29. thence run N40°20'19"W along the East line of said Lot 4 for 209.89 feet to the SE corner of Lot 5 of said Subdivision,
 30. thence run S72°48'24"W along the South line of said Lot 5 for 110.17 feet,
 31. thence run N38°57'10"W for 99.67 feet,
 32. thence run S72°27'16"W for 100.00 feet,
 33. thence run N38°54'31"W for 109.98 feet to the SW corner of Lot 6 of said Subdivision,
 34. thence run N72°29'45"E along the South line of said Lot 6 for 210.39 feet to the SE corner of said Lot 6,
 35. thence run N39°11'30"W along the East line of said Lot 6 for 209.35 feet to the SE corner of Lot 7 of said Subdivision,
 36. thence run N37°58'56"W along the East line of said Lot 7 for 209.90 feet to the SE corner of Lot 8 of said Subdivision,
 37. thence run N29°18'20"W along the East line of said Lot 8 for 210.12 feet to the NE corner of said Lot 8,
 38. thence run S75°07'29"W along the North line of said Lot 8 for 211.22 feet to the East margin line of Sullivan-Kilrain Road,
 39. thence run Southwesterly for 37.43 feet, more or less, to the West margin line of Sullivan-Kilrain Road and the Southeast corner of the James H. And Patricia D. McPhail property,
 40. thence run South 69°24'05" West for 241.42 feet,
 41. thence run South 28°37'30" East for 350.00 feet,
 42. thence run South 67°58'41" West for 181.60 feet,
 43. thence run South 39°02'26" East for 249.49 feet,
 44. thence run South 24°18'54" West for 193.28 feet,
 45. thence run North 89°25'02" West for 594.50 feet to the East Right-of-Way of U.S. Highway No. 11,
 46. thence continue North 89°25'02" West for 106.82 feet, more or less, to the West Right-of-Way of U.S. Highway No. 11,
 47. thence run Northeasterly along said West Right-of-Way for 252.00 feet more or less to a 4-1/2" round concrete monument,
 48. thence run N87°39'06"W for 940.43 feet more or less to a 4-1/2" round concrete monument,
 49. thence run N00°41'57"E for 607.52 feet more or less to a 4-1/2" round concrete monument and the NW corner of the SE-1/4 of the NW-1/4 of Section 6, T-3-N, R-13-W, Forrest County, Mississippi,

50. thence run N89°05'44"E for 1,223.44 feet more or less to the west Right-of-Way of U.S. Highway No. 11,
51. thence run Northeasterly along said west Right-of-way for 571.50 feet, more or less, to the west Right-of-way of Sullivan-Kilrain Road,
52. thence run North 09°27'32" West along the West Right-of-Way of Sullivan-Kilrain Road for 155.01 feet,
53. thence run N09°06'09"W along said west margin line for 567.83 feet to the North line of Section 6, T-3-N, R-13-W, Forrest County, Mississippi,
54. thence run N88°16'08"W for 38.02 feet to the NW Corner of the NW 1/4 of the NE 1/4 of said Section 6,
55. thence continue West along the North line of Section 6, to the NW Corner of said Section 6, said point being on the Forrest County/Lamar County line,
56. thence run North along the Forrest County/Lamar County line to the intersection of the East line of Section 25, T-4-N, R-14-W, Lamar County, Mississippi, with the West Right-of-Way line of Interstate Highway No. 59,
57. thence run in a Northwesterly direction following the West Right-of-way line to a point of intersection with the South line of the Mississippi Power Company property as recorded in Deed Book 4F page 195, of the land records of Lamar County, Mississippi;
58. thence run West along the South line of said property to the Southwest corner thereof;
59. thence run North along the West line of said property as recorded in Deed Book 4F pages 195 and 197 and with an extension of said west line to a point of intersection with the Northern Boundary of Richburg Road;
60. thence run Northeasterly along said Northern boundary to a point of intersection with the East line of the West ½ of the West ½ of the Northeast ¼ of said Section 25, T-4-N, R-14-W, Lamar County, Mississippi;
61. thence run North along and with said East line to the North line of said Section 25;
62. thence run West along said North line to the Northwest corner of the Northeast ¼ of said Section 25;
63. thence run North along the Half Section line of Section 24, Township 4 North, Range 14 West, to the Southeast corner of the Northwest ¼ of said Section 24;
64. thence run West along and with the South line of said Northwest ¼ to the Southwest corner of said Northwest ¼;
65. thence run North along and with the West line of said Section 24 to a point marking the Southeast corner of the William Wicht property as recorded in Deed Book 4G page 168 of the land records of Lamar County, Mississippi;
66. thence run West along and with the South line of said property to the Southwest corner thereof, said point also being the Southeast corner of the Alex Currie property as recorded in Deed Book 5E page 974 of the land records of Lamar County, Mississippi;
67. thence run west along and with said property line and an extension thereof to a point on the Southwest right-of-way line of Sandy Run Road;

68. thence run Northwesterly along and with the Southwest right-of-way to a point at the intersection of an extension of the West line of the Robert Weathers property as recorded in Deed Book 9V page 439;
69. thence run North along and with the extension and the West line of said property to Northwest corner thereof and being on the North line of Section 23, Township 4 North, Range 14 West;
70. thence run East along and with the North line of said Section 23, said line also being the South line of Section 14, T-4-N, R-14-W, Lamar County, Mississippi, to the Western Row line of Oak Grove Road,
71. thence run Northeasterly along the said Western ROW line for 447.95 feet more or less, to the Southern property corner described in Deed Book 15-X, Page 200, Lamar County, Mississippi;
72. thence run N41°44'03"W for 115.09 feet,
73. thence run N48°22'37"E for 143.23 feet,
74. thence run S41°37'57"E for 115.30 feet more or less to the Western ROW line of said Oak Grove Road,
75. thence run Northeasterly along said ROW for 45.38 feet more or less, to a iron pin described in said Deed Book and Page,
76. thence run N42°27'00"W for 109.19 feet, all of which are described in said Deed Book 15-X, Page 200, Lamar County, Mississippi;
77. thence run N04°00'00"E for 214.00 feet,
78. thence run S71°00'00"E for 298.30 feet more or less to the Western ROW line of the said Oak Grove Road; said two calls are described in Deed Book 14-H, Page 144, Lamar County, Mississippi,
79. thence run along said ROW line for 161.49 feet more or less to the Southeastern corner of the property described in Deed Book 18-D, Page 175, Lamar County, Mississippi,
80. thence run N81°33'00"W for 198.48 feet more or less to the edge of a pond,
81. thence run Northwesterly and along the edge of said Pond for 169.39 feet as described in said Deed Book 18-D, Page 175; said point also being the Southwestern corner of the property described in Deed Book, 17-A, Page 414, Lamar County, Mississippi; from said corner run N03°00'00"E and along said pond for 61.00 feet,
82. thence N56°19'00"E for 91.30 feet,
83. thence run N76°56'00"E for 30.00 feet as described in the above said Deed Book 17-A, Page 414; said point also being the Southwestern Corner of the property described in Deed Book 10-M, Page 344, Lamar County, Mississippi,
84. from said point run N08°05'00"E for 231.00 feet more or less to the South line of the East-1/2 of the NE-1/4 of the SW-1/4, Section 14, T-4-N, R-14-W, Lamar County, Mississippi;
85. thence run West along said South line for 236.57 feet more or less to the SW corner of the said East-1/2 of the NE-1/4 of the SW-1/4,
86. thence run North along the West line of the said East-1/2 of the NE-1/4 of the SW-1/4 for 459.40 feet,
87. thence run East for 147.60 feet,
88. thence run North for 147.60 feet,
89. thence run East for 630.94 feet more or less to the Western ROW line of Weathersby Road,

90. thence continue West for 115.11 feet more or less to the Eastern ROW line of Oak Grove Road,
91. thence run in a Southwesterly Direction and along said ROW line for 2,316.00 feet more or less to the intersection with the Eastern ROW line of the said Oak Grove Road and the South line of the said Section 14, T-4-N, R-14-W, Lamar County, Mississippi;
92. thence run east to the Northeast corner of the afore mentioned Section 23, said point also being the Southwest corner of Section 13, Township 4 North, Range 14 West;
93. thence run North along and with the West line of said Section 13 to the Northwest corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 13, Township 4 North, Range 14 West;
94. thence run East along and with the North line of the South $\frac{1}{4}$ of Section 13 to a point at the intersection with the West right-of-way line of Interstate Highway No. 59;
95. thence run North along the West right of way line of Interstate Highway No. 59 to the intersection with the Southern right-of-way line of Oak Grove Road (Old Highway No. 11);
96. thence run Southwesterly along said Southern ROW line for 800 feet, more or less, to a point being 80 feet due West of the West line of Foxgate Avenue,
97. thence run South for 399.80 feet,
98. thence run East for 80 feet to a point on the West line of Foxgate Avenue,
99. thence run South along the West line of Foxgate Avenue for 1037.90 feet to a point on the North line of Fox Terrace,
100. thence run West along the North line of Fox Terrace for 346 feet,
101. thence run North for 20 feet to a point on the South line of Section 12, T-4-N, R-14-W, Lamar County, Mississippi,
102. thence run West along the South line of said Section 12 for 20.70 feet,
103. thence run North for 140 feet,
104. thence run West for 70 feet,
105. thence run South for 140 feet,
106. thence run West for 83.80 feet to a point on the East line of the Lamar Park Estates Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County, said point being 20 feet North of the SE Corner of Lot 10, Block 3, of said Subdivision,
107. thence run Northerly along the East line of the Lamar Park Estates Subdivision for 759 feet,
108. thence run East for 95.50 feet to a point on the West line of the SW- $\frac{1}{4}$ of the SE- $\frac{1}{4}$ of said Section 12,
109. thence run North along the West line of the said SW- $\frac{1}{4}$ of the SE- $\frac{1}{4}$ for 449.80 feet to the intersection with the Southern ROW line of Oak Grove Road (Old Highway No. 11),
110. thence run Southwesterly along said Southern ROW line to the intersection with the extension of the Western ROW line of Westover Drive,
111. thence run North along the West ROW line of Westover Drive and its extension to a point where said ROW widens,

112. thence run S36°20'00"W along said ROW line of the widening of Westover Drive and Oak Grove Road (Old Highway No. 11) for 216.40 feet,
113. thence run N28°58'00"W for 157.20 feet,
114. thence run S61°02'00"W for 150 feet,
115. thence run S28°50'00"E for 200 feet to the Northern ROW line of Oak Grove Road (Old Highway No. 11),
116. thence run S55°32'00"W along said ROW line for 180.40 feet,
117. thence run N12°19'00"W, record N12°15'00"W, for 377.60 feet,
118. thence run S89°00'00"W for 239 feet, record 238.70 feet,
119. thence run S12°15'00"E for 460 feet, to the Northern ROW line of Oak Grove Road (Old Highway No. 11),
120. thence run S60°57'00"W along said Northern ROW line for 614.90 feet,
121. thence run North for 140 feet,
122. thence run West for 110 feet,
123. thence run North for 558.61 feet,
124. thence run West for 312 feet,
125. thence run South for 208 feet,
126. thence run East for 211.30 feet to the West line of North Cox Avenue,
127. thence run S09°45'00"E along said West line for 50.50 feet,
128. thence run West for 195 feet,
129. thence run South for 210 feet,
130. thence run S04°45'00"E for 82.20 feet,
131. thence run S65°39'00"W for 204.90 feet,
132. thence run S21°21'00"E for 345 feet to the Northern ROW line of Oak Grove Road (Old Highway No. 11),
133. thence run Southwesterly along said Northern ROW line for 193 feet,
134. thence run N23°30'00"W for 577.50 feet,
135. thence run West for 290 feet,
136. thence run S67°00'00"W for 301.60 feet to the intersection with the West line of Section 12, T-4-N, R-14-W, Lamar County, Mississippi,
137. thence run South along the West line of Section 12 to the SE Corner of the N-1/2 of the SE-1/4 of the SE-1/4 of Section 11, T-4-N, R-14-W, Lamar County, Mississippi,
138. thence run West along and with the South line of the N-1/2 of the SE-1/4 of the SE-1/4 of said Section 11 to the Southwest corner thereof;
139. thence run North along and with the West line of the SE-1/4 of the SE-1/4 of said Section 11 to the NW corner of the SE-1/4 of the SE-1/4 of said Section 11,
140. thence run West 596.40 feet, more or less, along the South line of the NW-1/4 of the SE-1/4 to a point which bears S89°16'50"W and is 660 feet from the NW Corner of the SW-1/4 of the SE-1/4 of Section 11, T-4-N, R-14-W, Lamar County, Mississippi, said NW Corner has previously been relocated and re-established by a decree in Chancery Court,
141. thence run S00°43'10"E for 68.53 feet,
142. thence run S87°46'50"W for 36.20 feet,
143. thence run S43°10'50"W for 99.80 feet,
144. thence run S31°53'50"W for 70.40 feet,

145. thence run S02°13'10"E for 84.80 feet,
146. thence run S34°57'10"E for 36 feet,
147. thence run N87°46'50"E for 21.30 feet,
148. thence run S01°07'58"W for 138.32 feet,
149. thence run S18°53'16"W for 78.60 feet,
150. thence run West for 206.35 feet,
151. thence run North for 193.08 feet,
152. thence run West for 324.27 feet to the East R.O.W. of Weathersby Road,
153. thence run South along said East R.O.W. for 244.71 feet to a point which intersects an extension of the North margin of North Lane;
154. thence run West 46.98 feet, more or less, to the intersection of the West R.O.W. of Weathersby Road and the North margin line of North Lane,
155. thence run North 89°30'25" West along said North Margin 408.58 feet,
156. thence run South 89°47'48" West for 200 feet,
157. thence run North 00°12'12" West 10 feet,
158. thence run South 89°47'45" West 81.26 feet, more or less, to the East line of Lakewood Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County,
159. thence run North 00°25'23" East for 567.59 feet,
160. thence run West 280.93 feet to the East R.O.W. of Lakewood Drive,
161. thence run South 89°24'03" West for 50 feet to the West R.O.W. of Lakewood Drive,
162. thence run South 00°27'23" East along said West R.O.W. for 200 feet to the Southeast corner of Lot 15 of said Lakewood Subdivision,
163. thence run West and along the South line of said Lot 15 for 269.05 feet to the Southwest corner of said Lot 15,
164. thence run South 00°27'23" East for 1,097.00 feet to the Southwest corner of Lot 26 of said Lakewood Subdivision,
165. thence run South 89°41'45" West for 9.48 feet,
166. thence run South 00°13'49" East for 30.71 feet to a cotton spindle in Shears Drive,
167. thence run North 89°47'22" West for 276 feet,
168. thence run South 00°25'21" East for 662.94 feet,
169. thence run North 89°47'22" West for 1,098.23 feet,
170. thence run North 04°54'02" West for 62.64 feet,
171. thence run North 01°19'32" West for 290.54 feet,
172. thence run North 00°27'46" East for 153.54 feet,
173. thence run North 00°17'04" East for 74.56 feet,
174. thence run North 00°27'07" West for 81.79 feet, said point being 51.89 feet West of the Southwest corner of said Section 11,
175. thence run West along the Section line common to Sections 10 and Section 15, all in Township 4 North, Range 14 West, to the NE corner of the NE ¼ of the NW ¼ of said Section 15;
176. thence run South a distance of 1320 feet, more or less, to the SE corner of the NE ¼ of the NW ¼ of said Section 15;
177. thence run West a distance of 900 feet, more or less; to a point on the South line of the NE ¼ of the NW ¼ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi, which

point is 1705.50 feet East of the NW corner of the SW ¼ of the NW ¼ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi, and also being the NE corner of property described in the first legal description appearing in the Land Deed Book 13-S at Page 652 in the Office of the Chancery Clerk of Lamar County, Mississippi,

178. thence run South 660 feet,
179. thence run S89°52'27"E for 287.75 feet;
180. thence run S03°23'30"E for 661.24 feet;
181. thence run S89°58'52"E for 1818.24 feet,
182. thence run S00°49'39"E for 1218.905 feet;
183. thence run S88°56'03"W for 278.02 feet;
184. thence run N02°33'32"W for 85.55 feet;
185. thence run N52°08'30"W for 126.78 feet;
186. thence run N30°03'53"E for 53.56 feet;
187. thence run N73°04'19"W for 155.05 feet;
188. thence run S21°14'51"W for 207.07 feet to the North margin line of Lincoln Road Extension (Sandy Run Road);
189. thence run N68°11'11"W along said North margin for 336.88 feet;
190. thence run N00°02'27"E for 177.69 feet;
191. thence run S89°46'05"W for 209.74 feet;
192. thence run S00°09'44"E for 105.00 feet to said North margin;
193. thence run N71°32'27"W along said North margin line for 164.00 feet;
194. thence run N00°47'48"W for 210.00 feet;
195. thence run N72°06'30"W for 104.85 feet to a point on the west line of the said NW ¼ of the SE ¼, of said Section 15;
196. thence run S01°34'07"W for 212.21 feet, to the said North margin line;
197. thence run N71°40'19"W along said North margin line for 502.495 feet;
198. thence continue along said North margin line N71°24'03"W for 200.04 feet;
199. thence run N00°20'21"E for 667.21 feet to the South line of the NW ¼ of Section 15, Township 4 North, Range 14 West, Lamar County Mississippi,
200. thence run N89°52'27"W on and along said South line 232.76 feet;
201. thence run South for 382 feet,
202. thence run North 60°02'00" West for 340.60 feet;
203. thence run South 21°45'00" West for 156.90 feet, more or less, to the North Right-of-way of Sandy Run Road;
204. thence run Northwesterly on and along said Right-of-way for 1031.16 feet,
205. thence run North 190.05 feet;
206. thence run North 70°04'11" West for 165.74 feet;
207. thence run North for 934.62 feet to a point being 312 feet due East of the NW corner of the SW ¼ of the NW ¼ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi;
208. thence run East for 900 feet, more or less, to the NE corner of the SW 1/4 of the NW 1/4 of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi;

209. thence run North for 660 feet, more or less, to the SE corner of the NE 1/4 of the NW ¼ of the NW ¼ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi;
210. thence run West for 667.73 feet, more or less, to the SW corner of the NE 1/4 of the NW ¼ of the NW ¼ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi;
211. thence run North on and along the West line of the NE ¼ of the NW ¼ of the NW ¼ of said Section 15 for 260 feet,
212. thence run West for 500 feet, more or less, to the NE corner of the property described in Deed Book 13-V, Page 600, in the Office of the Chancery Clerk of Lamar County, Mississippi (after excepting therefrom the South 60 feet as provided for in said Deed at said Book and Page);
213. thence run South for 205.02 feet, more or less, to the SE corner of said property;
214. thence run West for 170 feet, more or less, to the SW corner of said property and the East Right-of-Way of Hegwood Road;
215. thence run North along said East Right-of-Way for 600 feet, more or less, to the North line of Section 16, Township 4 North, Range 14 West, Lamar County, Mississippi;
216. thence run West on and along said North line for 1320 feet, more or less, to the NE corner of the NW ¼ of the NE ¼ of said Section 16,
217. thence run South 00°17'42" East for 1146.04 feet, more or less, to the North line of that certain 16th Section lease and contract recorded in Deed Book 10-W, Page 7 in the Office of the Chancery Clerk of Lamar County, Mississippi;
218. thence run South 00°31'52" East on and along the East line of said property for 178.83 feet more or less to the Northwest corner of the SE ¼ of the NE ¼ of Section 16, T-4-N, R-14-W, Lamar County Mississippi,
219. thence run Easterly along the North line of the said SE ¼ of the NE ¼ for 1276.80 feet more or less to the western ROW line of Hegwood Drive;
220. thence run Southerly on and along the said Western ROW line of Hegwood Drive for 905 feet more or less to the Northern ROW line of Lincoln Road Extension;
221. thence run South for 100 feet to the Southern ROW line of Lincoln Road Extension;
222. thence run Southwesterly and along said Southern ROW line for 516.25 feet more or less to the intersection with the said Southern ROW line of Lincoln Road Extension and an East line of the above said property,
223. thence run South 00°19'40" East for 231.22 feet, more or less, to the SE corner of said property,
224. thence run West for 1098 feet, more or less, to the NE corner of property described in that certain 16th Section land lease and contract recorded in Book 12-C at Page 163 in the Office of the Chancery Clerk of Lamar County, Mississippi;
225. thence run South for 1309.60 feet, more or less, to the SE corner of said property;
226. thence run West for 1572.59 feet, more or less, to the SW corner of said property as described in that certain 16th Section land lease and contract recorded in Book 12-C at Page 163 in the

- office of the Chancery Clerk of Lamar County, Mississippi, and to the East Right-of-Way of Norton Road (commonly referred to as Old Highway No. 11);
227. thence run Southerly along and with said East right-of-way line to a point at the intersection of the South line of Section 16, Township 4 North, Range 14 West;
 228. thence run West along and with said South line to the SW corner of said Section 16;
 229. thence run North along and with said West line of Section 16, Township 4 North, Range 14 West, to the Northeast corner of the Woodstone subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County,
 230. thence run $s88^{\circ}22'09''W$ and along the North line of said subdivision to the Eastern ROW line of Woodstone Drive,
 231. thence run Northwesterly along said Eastern ROW line to the Northern ROW line of said Woodstone Drive,
 232. thence run Southwesterly along said Northern ROW line to the Eastern ROW line of Woodstone Boulevard,
 233. thence run Northwesterly and along said Eastern ROW line to its Intersection with the extension of the Northwestern line of Woodstone Phase II subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County,
 234. thence run $S37^{\circ}25'06''W$ to and along said Northwestern line for 514.23 feet, more or less,
 235. thence run $N88^{\circ}18'39''W$ and along said Northwestern line for 649.49 feet to the West line of the Northeast 1/4 of Section 17, T-4-N, R-14-W,
 236. thence run $N00^{\circ}23'40''W$ and along said West line to the Southeast corner of Lot 1 of Unit 2, Lake Serene subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County,
 237. thence run $s84^{\circ}22'45''W$ and along the south line of Lots 1 through 19 of said subdivision for 2,299.4 feet to the Southwest corner of said Lot 19,
 238. thence run $N31^{\circ}07'15''E$ and along the West Line of said Lot 19 for 82.6 feet,
 239. thence run $N27^{\circ}31'15''W$ and along the West Line of said Lot 19 for 205.0 feet,
 240. thence run $N46^{\circ}36'E$ and along the West Line of said Lot 19 to the Southern ROW line of U.S. Highway 98,
 241. thence run Southwesterly and along said Southern ROW line for 494 feet more or less to the East line of Lot 92 of Unit 1, Revised, Lake Serene subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County, Mississippi,
 242. thence run $S14^{\circ}44'W$ and along the South line of said Lot 92 for 275 feet more or less,
 243. thence run $S50^{\circ}35'W$ and along the South line of Lots 92 and 91 of said subdivision for 180.0 feet,
 244. thence run $S11^{\circ}20'W$ and along the South line of Lot 91 of said subdivision for 179.6 feet,
 245. thence run $S56^{\circ}34'W$ and along the South line of Lots 90 and 89 of said subdivision for 244.6 feet,

246. thence run N85°12'W and along the South line of Lot 89 of said subdivision for 2.6 feet to the Southwest corner of said Lot 89,
247. thence run N05°37'W and along the East line of Lot 88 of said subdivision to the Intersection with the Southern ROW line of U.S. Highway 98,
248. thence run Southwesterly along said Southern ROW line for 220.00 feet to the East line of Lot 86 of said subdivision,
249. thence run S05°37'E and along said East line to the South line of said Lot 86,
250. thence run S84°23'W and along the South line of Lots 86, 85, 84, 83, 82, 81, 78, 14, 11, 10, 9, 8, 7, 6, 5, 4, and 3 of said subdivision for 2,686.12 feet to the Southwest corner of said Lot 3,
251. thence run N00°45'W and along the West line of said Lot 3 to the Southern ROW line of U.S. Highway 98,
252. thence run N89°28"W for 77 feet more or less to the West ROW line of Cole Road,
253. thence run N00°32'E and along said West ROW line for 70.00 feet to the Cole Road sight flare,
254. thence run N69°29'53"W and along said sight flare for 219.27 feet to the Southern ROW line of U.S. Highway 98,
255. thence run Southwesterly along said Southern ROW line to its intersection with the East line of Section 14, T-4-N, R-15-W,
256. thence run South and along said East line to the Southeast corner of the Northeast 1/4 of said Section 14,
257. thence run West and along the South line of said Northeast 1/4 to the Southwest corner of said Northeast 1/4,
258. thence run North and along the West line of said Northeast 1/4 to its intersection with the Southern ROW line of U.S. Highway 98,
259. thence run Southwesterly and along said Southern ROW line to the West line of Section 14, T-4-N, R-15-W,
260. thence run North and along said West line to the Northern ROW line of U.S. Highway 98,
261. thence run Northeasterly and along said Northern ROW line to the Eastern ROW line of Graham Road,
262. thence run N02°36'54"W and along said Eastern ROW line for 423.50 feet,
263. thence run N00°26'01"E and along said Eastern ROW line for 210.00 feet,
264. thence run N81°07'03"E for 366.39 feet,
265. thence run S02°36'54"E for 535.00 feet to said Northern ROW line of U.S. Highway 98,
266. thence run Northeasterly along said Northern ROW line to the West line of the property described in the Warranty Deed at Book 4-T, Page 48, as recorded in the office of the Chancery Clerk for Lamar County,
267. thence run North and along said West line for 1,158.8 feet to the Northwest corner of the property described in the Warranty Deed at Book 5-I, Page 13, as recorded in the office of the Chancery Clerk for Lamar County,
268. thence run East to the Eastern ROW line of Mississippi Highway 589,

269. thence run Southeasterly and along said Eastern ROW line to the Northern ROW line of U.S. Highway 98,
270. thence run Northeasterly along said Northern ROW line to the West line of Section 13, T-4-N, R-15-W,
271. thence run North along said West line to the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of said Section 13,
272. thence run N00°04'W and along said West line for 660 feet,
273. thence run N89°57'E for 479.37 feet,
274. thence run S34°50'55"E for 316.73 feet,
275. thence run S00°04'E for 99.63 feet,
276. thence run N84°01'E for 17.94 feet,
277. thence run S10°16'28"E for 260.73 feet to the Northern ROW line of U.S. Highway 98,
278. thence run Northeasterly and along said Northern ROW line to the East line of Section 13, T-4-N, R-15-W,
279. thence run North and along said East line for 844.5 feet to the Southwest corner of Section 7, T-4-N, R-14-W,
280. thence run N00°08'E and along the West line of said Section 7 for 330 feet,
281. thence run East for 1,414.42 feet to the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 7,
282. thence run S00°10'E and along said East line for 301.79 feet to the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of said Section 7,
283. thence run Easterly and along said South line to the Southwest corner of the Southwest 1/4 of the Southeast 1/4, of said Section 7,
284. thence run N00°14'10"E and along the West line of said Southwest 1/4 of the Southeast 1/4 for 1,006.30 feet,
285. thence run S89°55'01"E for 1,428.64 feet to the East line of said Southwest 1/4 of the Southeast 1/4,
286. thence run S00°34'E and along said East line to the Northwest corner of Lot 4 of the Lake Serene North Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County,
287. thence run N84°23'E and along the North line of said Lot 4 for 338.0 feet to the West ROW line of Mackerel Drive,
288. thence run N04°37'W and along said West ROW line for 64.4 feet, more or less, to the Westerly Extension of the North line of Lot 3 of said Lake Serene North subdivision,
289. thence run N84°23'E for 50.00 feet to the Northwest corner of Lot 3 of said Lake Serene North subdivision,
290. thence continue N84°23'E and along the North line of said Lot 3 for 243.3 feet,
291. thence run S36°05'E and along the North line of said Lot 3 for 68.9 feet to the Northeast corner of said Lot 3,
292. thence run S04°23'E and along the East line of said Lot 3 for 423.9 feet to the Northern ROW line of U.S. Highway 98,
293. thence run Northeasterly along said Northern ROW line to the West line of Lot 83 of said Lake Serene North subdivision,
294. thence run N04°40'W and along said West line for 9.6 feet,
295. thence run N14°11'E and along said West line for 203.4 feet,
296. thence run N28°26'E and along said West line for 163.9 feet,

297. thence run N30°55'E and along said west line for 137.0 feet,
298. thence run N19°06'E and along said west line for 29.5 feet to the Northwest corner of said Lot 83
299. thence run N84°22'39"E and along the North line of Lots 83, 82, 81, 80 and 79 of said Lake Serene North subdivision for 871.0 feet to the Northwest corner of Lot 78 of said Lake Serene North subdivision,
300. from said Northwest corner run in an Easterly direction on and along the Northern boundary line of Lots 78, 77, 76 and 75 of the said Lake Serene North Subdivision for 760.00 feet more or less to the Northwesterly corner of Lot 73 of said subdivision,
301. thence run N65°30'00"E along the Northern line of said Lot 73 for 477.30 feet more or less to the Northeasterly corner of lot 73 and the Western ROW line of Baracuda Drive;
302. thence run Northeasterly at right angles and perpendicular to said Western ROW line for 50 feet to the Northeastern ROW line of Baracuda Drive;
303. thence run Northwesterly on and along the said ROW line for 63.37 feet more or less to the Northwest corner of Lot 58 of the Rolling Hills Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County,,
304. thence run Northwesterly along the Northeastern ROW line of Baracuda Drive for 313.5 feet to the Northwest corner of lot 57 of said subdivision;
305. thence run N76°18'E and along the North line of said lot 57 for 228.5 feet,
306. thence run N62°56'E and along the North line of Lot 56 of said subdivision for 101.1 feet,
307. thence run N70°10'E and along the North line of Lot 56, 55 and 54 of said subdivision for 239.3 feet,
308. thence run S83°38'E and along the North line of Lot 54 and 53 of said subdivision for 138.3 feet,
309. thence run N62°47'E and along the North line of Lot 53 and 52 of said subdivision for 86.2 feet,
310. thence run S81°15'E and along the North line of Lot 52 and 51 of said subdivision for 178.9 feet,
311. thence run N78°08'E and along the North line of Lot 50 and 49 of said subdivision for 223.5 feet,
312. thence run N71°54'E and along the North line of Lot 48, 47 and 46 of said subdivision for 272.3 feet,
313. thence run S81°09'E and along the North line of Lot 46 and 45 of said subdivision for 101.2 feet,
314. thence run N38°19'E and along the North line of Lot 45 of said subdivision for 108.1 feet,
315. thence run S00°31'E and along the East line of Lot 45 of said subdivision for 796.9 feet to the Northeastern ROW line of Windlass Drive,
316. thence run Southeasterly along said Eastern ROW line for 195.00 feet more or less to the Northwest corner of Lot 44 of the said Rolling Hills Subdivision;
317. thence run N48°52'00"E along the Northwest line of said Lot 44 for 530.80 feet more or less to the Northeast corner of said Lot 44, said point also being the Northwest corner of Lot 43 of the said subdivision;

318. thence run N89°23'00"E along the North line of said Lot 43 for 218.30 feet more or less to the East line of the SE ¼ of the SE ¼, of Section 8, T-4-N, R-14-W, Lamar County, Mississippi,
319. thence run North to a point of intersection with the Westerly extension of the North line of the William Hover property as recorded in Deed Book 12-O page 510 of the land records of Lamar County, Mississippi;
320. thence run East along said extension and North line to the Northeast corner of said William Hover property as recorded in Deed Book 12-O page 510 of the land records of Lamar County, Mississippi;
321. thence run Northeasterly to the Southwest corner of the Northwest ¼ of Section 10, Township 4 North, Range 14 West, Lamar County, Mississippi,
322. thence run North along and with the west line of Section 10 to a point on the East right-of-way line of Gravel Pit Road;
323. thence run Northeasterly along and with said right-of-way line to a point marking the Northwest corner of the Josh Morris property as recorded in Deed Book 12-Y page 599;
324. thence run Easterly along the North line of the Josh Morris property to the Northeast corner thereof;
325. thence Southerly along the East line of the Josh Morris property to the SE corner thereof and being on the North line of Section 10, Township 4 North, Range 14 West;
326. thence run East along said North line to the Northeast corner of Section 10, T-4-N, R-14-W, Lamar County, Mississippi, said point being also the Southwest corner of Section 2, T-4-N, R-14-W,
327. thence run North along the West line of the Southwest ¼ of said Section 2, for 355 feet, more or less, to the Southernmost right-of-way of West 4th Street,
328. thence run in an Easterly direction along the aforementioned Southern right-of-way for 1200.75 feet,
329. thence run S 06°50'51" W for 10.94 feet,
330. thence run S 01°24'52" W for 40.55 feet,
331. thence run S 01°15'31" W for 51.15 feet,
332. thence run S 07°03'42" E for 367.38 feet to the South line of said Section 2, said point being 1308.20 feet East of the Southwest corner of said Section 2,
333. thence run East along the North line of Section 11 and Section 12, Township 4 North, Range 14 West, to the intersection with the West ROW line of Interstate Highway No. 59,
334. thence run Northerly along the said West ROW line of Interstate Highway No. 59 to the South line of Section 36, T-5-N, R-14-W, Forrest County, Mississippi;
335. thence run West along the South line of Section 36 to a Concrete Monument at the SW corner of Section 36, T-5-N, R-14W, Forrest County, Mississippi, said corner also being the NE corner of Section 2, T-4-N, R-14-W, Lamar County Mississippi;
336. thence run S00°38'37"E along the East line of said Section 2 for 2270.18 feet to a ½" Rebar and the North Right of Way Line of the Longleaf Trace Rails to Trails (Mississippi Central Railroad Co.) (Illinois Central Gulf Railroad),

337. thence run N76°03'42"W along the said Right of Way Line for 1093.48 feet to a ½" Rebar,
338. thence run S13°56'18"W along said Right of Way Line for 50.00 feet to a ½" Rebar,
339. thence run N76°03'42"W along said Right of Way Line for 1646.69 feet to a ½" Rebar and the West Line of the Northeast ¼ of Section 2;
340. thence run S00°42'36"W along said West Line for 92.73 feet more or less to the South Right-of-Way of Longleaf Trace Rails to Trails,
341. thence run in a Northwesterly direction along said South Right-of-Way for 4115.00 feet, more or less, to the Northeast corner of that portion of The Community of Greystone that lies South of the Longleaf Trace Rails to Trails,
342. thence run S 00°04'43" W for 393.53 feet,
343. thence run N 89°58'08" W for 1299.26 feet,
344. thence run S 89°52'39" W for 2621.35 feet to the East Right-of-Way of Jackson Road,
345. thence run N 00°57'29" W along said East Right-of-Way for 271.11 feet to the South Right-of-Way of the Longleaf Trace Rails to Trails,
346. thence run North along said East Right-of-Way for 100 feet to the North Right-of-Way of the Longleaf Trace Rails to Trails,
347. thence run N 00°06'42" W along said East Right-of-Way for 390.26 feet,
348. thence run N 00°50'17" E along said East Right-of-Way of Jackson Road for 551.82 feet to the South line of Section 34, T-5-N, R-14-W, Forrest County, Mississippi,
349. thence run West along the South line of said Section 34 and Section 33 to the SW Corner of Section 33, T-5-N, R-14-W,
350. thence run North to the NW Corner of said Section 33,
351. thence run East along the North line of said Section 33 to a point that is 430.00 feet due West of the NE corner of said Section 33,
352. thence run North for 120.00 feet,
353. thence run East for 430.00 feet
354. thence run South for 120.00 feet to the NE corner of Section 33, T-5-N, R-14-W,
355. thence run East along the North lines of Sections 34, 35 and 36, all in T-5-N, R-14-W, to the NW Corner of the NE-1/4 of said Section 36,
356. thence run North to the NE Corner of the SE-1/4 of the SW-1/4 of Section 25, T-5-N, R-14-W
357. thence run West to a point 840 feet East of the SW Corner of the NE-1/4 of the SW-1/4 of said Section 25,
358. thence run North for 630 feet,
359. thence run West for 840 feet to a point on the West line of the said NE-1/4 of the SW-1/4,
360. thence run North to a point on the Southwesterly ROW line of U.S. Highway No. 49,
361. thence run Northwesterly along the Southwesterly ROW line of said Highway for 347 feet,
362. thence run S 35°43' W to the Northeasterly margin line of Old Rawls Springs Road,

363. thence run Northwesterly along the Northeasterly margin line of said Road for 420 feet, more or less, to the Southernmost corner of the Spring Forrest Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Forrest County,
364. thence run Northeasterly along the Southeasterly boundary of said Subdivision to the intersection with the Southwesterly R.O.W. line of U.S. Highway No. 49,
365. thence run Northwesterly along the Southwesterly R.O.W. line of said Highway to the intersection with the North line of Section 25, T-5-N, R-14-W,
366. thence run West along the South line of Section 24 and 23, both in T-5-N, R-14-W, to the intersection with the Northeasterly margin line of Old Rawls Springs Road,
367. thence run Northwesterly along the Northeasterly margin line of said Road for 641 feet,
368. thence run N79°09'E for 183.8 feet,
369. thence run N80°E for 115 feet,
370. thence run N30°W for 105 feet,
371. thence run N80°E for 135 feet,
372. thence run N00°34'E for 520 feet to the Southwestern R.O.W. line of U.S. Highway No. 49,
373. thence run Northwesterly along the Southwestern ROW line of said Highway to its intersection with the South ROW line of Mississippi Highway 42,
374. thence run Westerly and along said South ROW line to the Western ROW line of Archie Smith Road,
375. thence run Northwesterly and along said Western ROW line and along the Western ROW line of Lott Town Road to its Intersection with the West line of the East 1/2 of the Southwest 1/4 of Section 5, T-5-N, R-14-W,
376. thence run North and along said West line to the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 5,
377. thence run East and along the North line of said Northeast 1/4 of the Southwest 1/4 to the Northeast corner of said Northeast 1/4 of the Southwest 1/4,
378. thence run South and along the East line of said Northeast 1/4 of the Southwest 1/4 to the Northwest corner of the Southwest 1/4 of the Southeast 1/4,
379. thence run East and along the North line of said Southwest 1/4 of the Southeast 1/4 to the Northeast corner of said Southwest 1/4 of the Southeast 1/4,
380. thence run South and along the East line of said Southwest 1/4 of the Southeast 1/4 to the North ROW line of said Mississippi Highway 42,
381. thence run Easterly and along said North ROW line to its Intersection with the West line of Section 4, T-5-N, R-14-W,
382. thence continue Easterly along said North ROW line for 630 feet,
383. thence run North for 364.85 feet,
384. thence run West for 522.43 feet,
385. thence run North for 133.11 feet,

386. thence run west for 107.43 feet to said west line of said Section 4,
387. thence run North along said west line to the Southwestern bank of Bouie River,
388. thence run Southeasterly along said Southwestern bank to its intersection with the North line of the S-1/2 of the S-1/2 of Section 14, T-5-N, R-14-W,
389. thence run West to a point 370 feet west of the NE Corner of the SE-1/4 of the SW-1/4 of said Section 14,
390. thence run South to the intersection with the Southern margin line of Peps Point Road,
391. thence run Southwesterly along the Southern margin line of said Road to its intersection with the Northeasterly ROW line of U.S. Highway No. 49,
392. thence run Southeasterly along the Northeasterly ROW line of said Highway to its intersection with the centerline of Big Creek,
393. thence run Easterly along the centerline of Big Creek to its intersection with the Southwestern Bank of Bouie River,
394. thence run Southeasterly along the Southwestern Bank of Bouie River to its intersection with the North line of the NW-1/4 of the NW-1/4 of Section 3, T-4-N, R-13-W, Forrest County, Mississippi, and back to the Point of Beginning.

SECTION 3. The improvements the City will make – The City of Hattiesburg shall make the following improvements in said annexed territory to be completed within a reasonable time, not to exceed ten (10) years from the effective date of this Amended Ordinance, unless delayed by war or military preparedness:

- (a) Improve existing streets and drainage where necessary and economically feasible and legally permissible;
- (b) Install water lines, water service, sewage disposal lines, sewage treatment facilities and street lighting, where necessary and economically feasible and legally permissible;
- (c) Said services shall be furnished in the same manner as such services are being furnished to the present citizens of the municipality where necessary and economically feasible and legally permissible.

SECTION 4. The municipal services the City will provide – That the City of Hattiesburg shall furnish to the said annexed territory where legally permissible the following municipal and public services in the same manner and to the same extent as such services are being furnished to the present citizens of the municipality, such services being on the effective date of this Amended Ordinance, to-wit:

- a) Police Protection;
- b) Planning and Zoning;

- c) Fire Protection;
- d) Garbage removal;
- e) Trash and other debris removal;
- f) Pest control;
- g) Animal Control;
- h) Maintenance of existing streets, rights of way and drainage structures and facilities;
- i) Code enforcement;
- j) Parks and recreation service; and
- k) The right to exercise the ballot in municipal elections upon registering and meeting all statutory and, constitutional requirements and, if required, upon proper approval of the changes created by this Amended Ordinance under the Voting Rights Act of 1965, as amended, and the use and benefit of all other municipal services and facilities furnished by the City of Hattiesburg, Mississippi, to all of the present citizens of the municipality.

SECTION 5. Attorneys to file a Petition in Chancery Court – The City of Hattiesburg, Mississippi, through its attorneys, shall file a petition in the Chancery Court of Lamar County, Mississippi, and in the Chancery Court of Forrest County, Mississippi, which petition shall recite the fact of the adoption of this Amended Ordinance and shall pray for the approval, ratification and confirmation by the said Courts of the enlargement and extension of the municipal boundaries and limits of the City of Hattiesburg, Mississippi, as herein fixed and determined. Said petitions shall have attached thereto a certified copy of this Amended Ordinance and a plat or map showing the boundaries of the said City of Hattiesburg, Mississippi, as they will exist in the event such enlargement and extension becomes effective pursuant to this Amended Ordinance as provided for herein, in Section 2, above.

SECTION 6. Effective Date – That this Amended Ordinance shall become effective ten (10) days after the date of the entry of the Decree of the Chancery Court of Lamar County, Mississippi, and/or of the Chancery Court of Forrest County, Mississippi, ratifying, approving and confirming the enlargement and extension of the boundaries of the City of HATTIESBURG, Mississippi, as established by this Amended Ordinance and Decree of said Chancery Court(s).

SECTION 7. Compliance with 2016 state statutes regarding annexation of the majority of the population residing in certain census blocks – That Hattiesburg has complied with the requirements of Miss. Code Ann. § 21-1-27 in that Hattiesburg hereby certifies that more than fifty percent (50%) of the people who reside in the unincorporated area of the following census blocks within the territory proposed to be annexed shall be included in the proposed annexation.

Census blocks, or portions thereof, sought to be annexed wherein more than fifty percent (50%) of the persons residing within said block(s) are

sought to be annexed, and, where applicable, including those census blocks for which no population is reported:

PAA 1 – Highway 98 West:

TRACT	BLOCK GROUP	BLOCK
020202	2	2043
020202	2	2030
020202	3	3080
020202	3	3079
020202	2	2015
020202	2	2042
020202	3	3031
020202	2	2029
020202	3	3100
020202	3	3078
020202	2	2003
020202	3	3076
020202	2	2031
020202	3	3029
020202	3	3072
020500	1	1000
020202	3	3069
020202	2	2009
020500	1	1003
020500	1	1013

PAA 2 – Windlass Drive:

TRACT	BLOCK GROUP	BLOCK
020202	3	3085

PAA 3 – Highway 49 North:

TRACT	BLOCK GROUP	BLOCK
010200	3	3014
010200	3	3020
010200	3	3021
010200	3	3060
010200	3	3025
010200	3	3051
010200	3	3015
010200	3	3093

010200	3	3018
010200	3	3017
010200	3	3045
010200	3	3024
010200	3	3061
010200	3	3019
010200	3	3059
010200	3	3023
010200	3	3056
010200	3	3012
010200	3	3016
010200	3	3058

SECTION 8. Compliance with 2016 state statutes regarding annexation of fifty percent or fewer of the population residing in certain census blocks – That Hattiesburg has complied with the requirements of Miss. Code Ann. § 21-1-27 in that Hattiesburg hereby certifies that upon approval of the annexation, Hattiesburg shall cede any authority to provide zoning and subdivision regulation to the board of supervisors of the county in which the territory is located, to the extent allowable by law, if fifty percent (50%) or fewer people who reside in the unincorporated area of the following census blocks within such territory is not included in the proposed annexation.

Census blocks, or portions thereof, sought to be annexed wherein fifty percent (50%) or fewer persons residing within said block(s) are sought to be annexed:

PAA 1 – Highway 98 West:

TRACT	BLOCK GROUP	BLOCK
020202	3	3030
020202	2	2004
020202	3	3067
020202	2	2041
020202	3	3075
020202	2	2027
020202	3	3028
020202	3	3073
020100	4	4123
020202	1	1000
020500	1	1014
020100	4	4126
020100	4	4127
020202	1	1003

020500	1	1001
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PAA 2 – Windlass Drive:

TRACT	BLOCK GROUP	BLOCK
020202	3	3086

PAA 3 – Highway 49 North:

TRACT	BLOCK GROUP	BLOCK
010200	3	3055
010200	3	3057
010200	4	4003
010200	4	4004
010200	3	3050
010200	3	3011

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 foregoing Ordinance adopted and approved, this the _____ day of _____, 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above foregoing Ordinance having been submitted to and approved by the Mayor, this the _____ day of _____, 2016.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

ORDINANCE NO. 3202

**AN AMENDED ORDINANCE ENLARGING,
EXTENDING AND DEFINING THE CORPORATE
LIMITS AND BOUNDARIES OF THE CITY OF
HATTIESBURG, IN FORREST AND LAMAR
COUNTIES, MISSISSIPPI**

WHEREAS, the City Council did on or about April 19, 2016, adopt an ordinance titled "An Ordinance Enlarging Extending and Defining the Corporate Limits and Boundaries of the City of Hattiesburg, in Forrest and Lamar Counties, Mississippi;" and

WHEREAS, the City of Hattiesburg desires to amend said ordinance; and

WHEREAS, said ordinance contains eight (8) sections and is hereby amended by sections, each amended section bearing a title which clearly indicates the subject matter of the amendment; and

WHEREAS; each such amended section shall replace and be in lieu of and instead of the original section; and

WHEREAS, each section of the April 19, 2016, ordinance shall stand repealed as provided by law.

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

SECTION 1. The proposed annexation areas – Public convenience and necessity requiring the same, that the corporate boundaries and limits of the City of Hattiesburg, which lies partially in Forrest County and partially in Lamar County, Mississippi, be and the same are hereby extended and enlarged so as to embrace the following adjacent unincorporated lands and territory in Forrest and Lamar Counties, Mississippi, to-wit:

**CITY OF HATTIESBURG
PROPOSED CORPORATE LIMITS
2016 ANNEXATION AREA "PAA 1"
Highway 98 West**

1. Begin at the Northeast corner of the Woodstone subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County, said point lying on the present corporate limits of the City of Hattiesburg,
2. thence leaving said present corporate limits run s88°22'09"W and along the North line of said subdivision to the Eastern ROW line of Woodstone Drive,
3. thence run Northwesterly along said Eastern ROW line to the Northern ROW line of said Woodstone Drive,

4. thence run Southwesterly along said Northern ROW line to the Eastern ROW line of Woodstone Boulevard,
5. thence run Northwesterly and along said Eastern ROW line to its Intersection with the extension of the Northwestern line of Woodstone Phase II subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County,
6. thence run S37°25'06"W to and along said Northwestern line for 514.23 feet, more or less,
7. thence run N88°18'39"W and along said Northwestern line for 649.49 feet to the West line of the Northeast 1/4 of Section 17, T-4-N, R-14-W,
8. thence run N00°23'40"W and along said West line to the Southeast corner of Lot 1 of Unit 2, Lake Serene subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County,
9. thence run S84°22'45"W and along the south line of Lots 1 through 19 of said subdivision for 2,299.4 feet to the Southwest corner of said Lot 19,
10. thence run N31°07'15"E and along the West Line of said Lot 19 for 82.6 feet,
11. thence run N27°31'15"W and along the West Line of said Lot 19 for 205.0 feet,
12. thence run N46°36'E and along the West Line of said Lot 19 to the Southern ROW line of U.S. Highway 98,
13. thence run Southwesterly and along said Southern ROW line for 494 feet more or less to the East line of Lot 92 of Unit 1, Revised, Lake Serene Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County, Mississippi,
14. thence run S14°44'W and along the South line of said Lot 92 for 275 feet more or less,
15. thence run S50°35'W and along the South line of Lots 92 and 91 of said subdivision for 180.0 feet,
16. thence run S11°20'W and along the South line of Lot 91 of said subdivision for 179.6 feet,
17. thence run S56°34'W and along the South line of Lots 90 and 89 of said subdivision for 244.6 feet,
18. thence run N85°12'W and along the South line of Lot 89 of said subdivision for 2.6 feet to the Southwest corner of said Lot 89,
19. thence run N05°37'W and along the East line of Lot 88 of said subdivision to the Intersection with the Southern ROW line of U.S. Highway 98,
20. thence run Southwesterly along said Southern ROW line for 220.00 feet to the East line of Lot 86 of said subdivision,
21. thence run S05°37'E and along said East line to the South line of said Lot 86,
22. thence run S84°23'W and along the South line of Lots 86, 85, 84, 83, 82, 81, 78, 14, 11, 10, 9, 8, 7, 6, 5, 4, and 3 of said subdivision for 2,686.12 feet to the Southwest corner of said Lot 3,
23. thence run N00°45'W and along the West line of said Lot 3 to the Southern ROW line of U.S. Highway 98,
24. thence run N89°28"W for 77 feet more or less to the West ROW line of Cole Road,

25. thence run N00°32'E and along said west ROW line for 70.00 feet to the Cole Road sight flare,
26. thence run N69°29'53"W and along said sight flare for 219.27 feet to the Southern ROW line of U.S. Highway 98,
27. thence run Southwesterly along said Southern ROW line to its intersection with the East line of Section 14, T-4-N, R-15-W,
28. thence run South and along said East line to the Southeast corner of the Northeast 1/4 of said Section 14,
29. thence run West and along the South line of said Northeast 1/4 to the Southwest corner of said Northeast 1/4,
30. thence run North and along the west line of said Northeast 1/4 to its intersection with the Southern ROW line of U.S. Highway 98,
31. thence run Southwesterly and along said Southern ROW line to the West line of Section 14, T-4-N, R-15-W,
32. thence run North and along said West line to the Northern ROW line of U.S. Highway 98,
33. thence run Northeasterly and along said Northern ROW line to the Eastern ROW line of Graham Road,
34. thence run N02°36'54"W and along said Eastern ROW line for 423.50 feet,
35. thence run N00°26'01"E and along said Eastern ROW line for 210.00 feet,
36. thence run N81°07'03"E for 366.39 feet,
37. thence run S02°36'54"E for 535.00 feet to said Northern ROW line of U.S. Highway 98,
38. thence run Northeasterly along said Northern ROW line to the West line of the property described in the Warranty Deed at Book 4-T, Page 48, as recorded in the office of the Chancery Clerk for Lamar County,
39. thence run North and along said west line for 1,158.8 feet to the Northwest corner of the property described in the Warranty Deed at Book 5-I, Page 13, as recorded in the office of the Chancery Clerk for Lamar County,
40. thence run East to the Eastern ROW line of Mississippi Highway 589,
41. thence run Southeasterly and along said Eastern ROW line to the Northern ROW line of U.S. Highway 98,
42. thence run Northeasterly along said Northern ROW line to the West line of Section 13, T-4-N, R-15-W,
43. thence run North along said West line to the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of said Section 13,
44. thence run N00°04'W and along said west line for 660 feet,
45. thence run N89°57'E for 479.37 feet,
46. thence run S34°50'55"E for 316.73 feet,
47. thence run S00°04'E for 99.63 feet,
48. thence run N84°01'E for 17.94 feet,
49. thence run S10°16'28"E for 260.73 feet to the Northern ROW line of U.S. Highway 98,
50. thence run Northeasterly and along said Northern ROW line to the East line of Section 13, T-4-N, R-15-W,
51. thence run North and along said East line for 844.5 feet to the Southwest corner of Section 7, T-4-N, R-14-W,
52. thence run N00°08'E and along the West line of said Section 7 for 330 feet,

53. thence run East for 1,414.42 feet to the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 7,
54. thence run S00°10'E and along said East line for 301.79 feet to the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of said Section 7,
55. thence run Easterly and along said South line to the Southwest corner of the Southwest 1/4 of the Southeast 1/4, of said Section 7,
56. thence run N00°14'10"E and along the West line of said Southwest 1/4 of the Southeast 1/4 for 1,006.30 feet,
57. thence run S89°55'01"E for 1,428.64 feet to the East line of said Southwest 1/4 of the Southeast 1/4,
58. thence run S00°34'E and along said East line to the Northwest corner of Lot 4 of the Lake Serene North Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County,
59. thence run N84°23'E and along the North line of said Lot 4 for 338.0 feet to the West ROW line of Mackerel Drive,
60. thence run N04°37'W and along said West ROW line for 64.4 feet, more or less, to the Westerly Extension of the North line of Lot 3 of said Lake Serene North subdivision,
61. thence run N84°23'E for 50.00 feet to the Northwest corner of Lot 3 of said Lake Serene North subdivision,
62. thence continue N84°23'E and along the North line of said Lot 3 for 243.3 feet,
63. thence run S36°05'E and along the North line of said Lot 3 for 68.9 feet to the Northeast corner of said Lot 3,
64. thence run S04°23'E and along the East line of said Lot 3 for 423.9 feet to the Northern ROW line of U.S. Highway 98,
65. thence run Northeasterly along said Northern ROW line to the West line of Lot 83 of said Lake Serene North subdivision,
66. thence run N04°40'W and along said West line for 9.6 feet,
67. thence run N14°11'E and along said West line for 203.4 feet,
68. thence run N28°26'E and along said West line for 163.9 feet,
69. thence run N30°55'E and along said West line for 137.0 feet,
70. thence run N19°06'E and along said West line for 29.5 feet to the Northwest corner of said Lot 83
71. thence run N84°22'39"E and along the North line of Lots 83, 82, 81, 80 and 79 of said Lake Serene North subdivision for 871.0 feet to the Northwest corner of Lot 78 of said Lake Serene North subdivision, said point lying on said present corporate limits of the City of Hattiesburg,
72. thence following along said present corporate limits run S05°35'21"E along the West line of said Lot 78 for 474.00 feet more or less to the Southwest corner of said Lot 78,
73. thence following along said present corporate limits run South for 240 feet to a point on the Southern ROW line of U.S. Highway 98,
74. thence following along said present corporate limits run Northeasterly along said Southern ROW line to its Intersection with the East line of Section 17, T-4-N, R-14-W,
75. thence following along said present corporate limits run S00°19'59"E and along the East Line of said Section 17 to the Northeast corner of said Woodstone subdivision and the Point of Beginning.

**CITY OF HATTIESBURG
PROPOSED CORPORATE LIMITS
2016 ANNEXATION AREA "PAA 2"
Windlass Drive**

1. Begin at Northwest corner of Lot 58 of Rolling Hills Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County, Mississippi, said point lying on the present corporate limits of the City of Hattiesburg;
2. thence leaving said present corporate limits run Northwesterly along the Northeastern ROW line of Barracuda Drive for 313.5 feet to the Northwest corner of lot 57 of said subdivision;
3. thence run N76°18'E and along the North line of said lot 57 for 228.5 feet,
4. thence run N62°56'E and along the North line of Lot 56 of said subdivision for 101.1 feet,
5. thence run N70°10'E and along the North line of Lot 56, 55 and 54 of said subdivision for 239.3 feet,
6. thence run S83°38'E and along the North line of Lot 54 and 53 of said subdivision for 138.3 feet,
7. thence run N62°47'E and along the North line of Lot 53 and 52 of said subdivision for 86.2 feet,
8. thence run S81°15'E and along the North line of Lot 52 and 51 of said subdivision for 178.9 feet,
9. thence run N78°08'E and along the North line of Lot 50 and 49 of said subdivision for 223.5 feet,
10. thence run N71°54'E and along the North line of Lot 48, 47 and 46 of said subdivision for 272.3 feet,
11. thence run S81°09'E and along the North line of Lot 46 and 45 of said subdivision for 101.2 feet,
12. thence run N38°19'E and along the North line of Lot 45 of said subdivision for 108.1 feet,
13. thence run S00°31'E and along the East line of Lot 45 of said subdivision for 796.9 feet to the Northeastern ROW line of Windlass Drive said point lying on said present corporate limits of the City of Hattiesburg,
14. thence following along said present corporate limits run S89°58'00"W for 50 feet more or less to the Western ROW line of said Windlass Drive;
15. thence following along said present corporate limits continue S89°58'00"W for 473.10 feet along the South line of Lot 60, said South line also being the North line of Lots 61 and 62 of the said Rolling Hills Subdivision;
16. thence following along said present corporate limits run S87°21'00"W along the South line of Lot 60 of said subdivision for 110 feet;
17. thence following along said present corporate limits run S86°39'00"W along the South line of Lot 59 of said subdivision for 330.00 feet more or less to the SE corner of Lot 58 of said subdivision;

18. thence following along said present corporate limits run S86°55'00"W along the South line of said Lot 58 for 235.55 feet more or less;
19. thence following along said present corporate limits run N12°17'00"W for 293.29 feet more or less to the Southern ROW line of Windlass Drive;
20. thence following along said present corporate limits run along the arc of an 18°30'00" curve to the left and said ROW line for 119.65 feet;
21. thence following along said present corporate limits run S56°13'00"W on and along said Southern ROW line for 120.10 feet to the Point of Beginning.

**CITY OF HATTIESBURG
PROPOSED CORPORATE LIMITS
2016 ANNEXATION AREA "PAA 3"
Highway 49 North**

1. Begin at the intersection of the Southwestern ROW line of U.S. Highway 49 and the North line of Section 15, T-5-N, R-14-W, said point lying on the present corporate limits of the City of Hattiesburg,
2. thence leaving said present corporate limits run Northwesterly and along said Southwestern ROW line to its intersection with the South ROW line of Mississippi Highway 42,
3. thence run Westerly and along said South ROW line to the Western ROW line of Archie Smith Road,
4. thence run Northwesterly and along said Western ROW line and along the Western ROW line of Lott Town Road to its Intersection with the West line of the East 1/2 of the Southwest 1/4 of Section 5, T-5-N, R-14-W,
5. thence run North and along said West line to the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 5,
6. thence run East and along the North line of said Northeast 1/4 of the Southwest 1/4 to the Northeast corner of said Northeast 1/4 of the Southwest 1/4,
7. thence run South and along the East line of said Northeast 1/4 of the Southwest 1/4 to the Northwest corner of the Southwest 1/4 of the Southeast 1/4,
8. thence run East and along the North line of said Southwest 1/4 of the Southeast 1/4 to the Northeast corner of said Southwest 1/4 of the Southeast 1/4,
9. thence run South and along the East line of said Southwest 1/4 of the Southeast 1/4 to the North ROW line of said Mississippi Highway 42,
10. thence run Easterly and along said North ROW line to its Intersection with the West line of Section 4, T-5-N, R-14-W,
11. thence continue Easterly along said North ROW line for 630 feet,

12. thence run North for 364.85 feet,
13. thence run West for 522.43 feet,
14. thence run North for 133.11 feet,
15. thence run West for 107.43 feet to said West line of said Section 4,
16. thence run North along said West line to the Southwestern bank of Bouie River,
17. thence run Easterly and Southeasterly along said Southwestern bank to its Intersection with the North line of Section 14, T-5-N, R-14-W, said point lying on said present corporate limits of the City of Hattiesburg,
18. thence following along said present corporate limits run West to the NE Corner of the NW-1/4 of the NW-1/4 of said Section 14,
19. thence following along said present corporate limits run South to the SE Corner of the N-1/2 of the said NW-1/4 of the NW-1/4,
20. thence following along said present corporate limits run West to the SW Corner of the said N-1/2 of the NW-1/4 of the NW-1/4,
21. thence following along said present corporate limits run South and along the East line of Section 15, T-5-N, R-14-W, to its intersection with a point lying due East of the intersection of the Northeasterly right-of-way of U.S. Highway 49 with the North line of the S-1/2 of the N-1/2 of the SW-1/4 of the NE-1/4 of said Section 15,
22. thence following along said present corporate limits run West to a point on the Northeastern ROW line of U.S. Highway 49,
23. thence following along said present corporate limits run Northwesterly and along said Northeastern ROW line to the Southmost corner of the property described at Deed Book 669, Page 99, Forrest County, as Parcel II,
24. thence following along said present corporate limits run N46°15'E for 630 feet, more or less,
25. thence following along said present corporate limits run North for 275 feet,
26. thence following along said present corporate limits run N46°15'E for 75 feet,
27. thence following along said present corporate limits run North for 625 feet to the North line of said Section 15,
28. thence following along said present corporate limits run West and along said North line to the Point of Beginning.

SECTION 2. The complete city, both with and without the 2015 annexation –

That on the date of the adoption of this Amended Ordinance, a separate annexation ordinance passed in 2015 which is pending in the Chancery Court of Lamar County. In the event that the April 7, 2015, annexation Ordinance No 3155 is granted in whole, the corporate limits and boundaries of the City of Hattiesburg, Mississippi, lying and being in Lamar and Forrest Counties, Mississippi, as enlarged, extended and fixed by this Amended Ordinance shall be as follows, to-wit:

**CITY OF HATTIESBURG
EXISTING CORPORATE LIMITS WITH
PROPOSED AREAS "PAA 1," "PAA 2," AND "PAA 3,"
PROVIDED THE CHANCERY COURT GRANTS THE 2015 ANNEXATION
ORDINANCE NOW PENDING BEFORE IT**

1. Beginning at the intersection of the Southwesterly bank of Bouie River and the North line of the NW-1/4 of the NW-1/4 of Section 3, T-4-N, R-13-W, in the County of Forrest, State of Mississippi,
2. and thence run East along the North line of Section 3, to the intersection of the Southwesterly bank of Bouie River with the North line of the E-1/2 of said Section 3,
3. thence run Southeasterly along the Southwesterly bank of Bouie River to its intersection with the Western Bank of Leaf River,
4. thence run Southeasterly along the Western Bank of Leaf River to a point where it intersects with the south line of Section 32, T-4-N, R-12-W,
5. thence run Westerly along the South line of said Section 32 to its SW Corner, said Corner being the same as the NE Corner of Section 6, T-3-N, R-12-W,
6. thence run South along the Eastern line of Section 6, T-3-N, R-12-W, to the SE Corner of said Section 6,
7. thence run West along the South line of Section 6, T-3-N, R-12-W, and along the South line of Section 1 and 2, T-3-N, R-13-W, to the intersection with the Eastern ROW line of U.S. Highway No. 49,
8. thence run Southeasterly along the Eastern ROW line of said Highway to its intersection with the South line of Section 25, T-3-N, R-13-W,
9. thence run West to the intersection with the Western ROW line of U.S. Highway No. 49,
10. thence run Northwesterly along the Western ROW line of said Highway to its intersection with the Southern ROW line of U.S. Highway No. 98,
11. thence run Westerly along the Southern ROW line of said Highway to its intersection with an extension of the Western margin line of the Walker Road,
12. thence run Northerly with and along said extension and along the Western margin line of said Walker Road to its intersection with the Western margin line of the Carter Pitt Road,
13. thence run Northwesterly along the Western margin line of Carter Pitt Road to its intersection with the Western margin line of the Elks Lake Road,
14. thence run Northerly along the Western margin line of said Elks Lake Road to its intersection with the North line of Section 3, T-3-N, R-13-W,
15. thence run West along the North line of Section 3, 4 and 5, all in T-3-N, R-13-W, to the NE Corner of the NW-1/4 of said Section 5, T-3-N, R-13-W,
16. thence run South to the NW Corner of the SW-1/4 of the SE-1/4 of said Section 5,

17. thence run East along the North line of said SW-1/4 of the SE-1/4 to the NE Corner of the said SW-1/4 of the SE-1/4,
18. thence run South along the East line of said SW-1/4 of the SE-1/4 to the SE Corner of said quarter, also being the South line of Section 5,
19. thence run West along the South line of Section 5 to the intersection of the South line of said Section 5 and the Southern ROW line of Ira Hudson Road,
20. thence run Northwesterly along said Southern ROW line to the intersection of said Southern ROW line of said road and the West line of the said SW-1/4 of the SE-1/4,
21. thence run South to the SE Corner of the SW-1/4 of said Section 5,
22. thence run West along the South line of Section 5 to its intersection with the Western ROW line of Interstate Highway No. 59,
23. thence run Northwesterly along the Western ROW line of said Highway No. 59 to the intersection with the South line of the SE 1/4 of the NE 1/4 of Section 6, T-3-N, R-13-W, Forrest County, Mississippi, and said ROW line,
24. thence run N89°21'41"W along the said South line of the said SE-1/4 of the NE-1/4 for 684.46 feet more or less, to the East line of the Graham's Pine Acres Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Forrest County,
25. thence run N34°02'44"W 74.33 feet more or less, to the SE corner of Lot 1 of said Subdivision,
26. thence run N33°18'47"W along the East line of said Lot 1 for 189.08 feet more or less, to the NE corner of said Lot 1,
27. thence run N39°17'15"W along the East line of said Lot 2 for 212.63 feet to the SE corner of Lot 3 of said Subdivision,
28. thence run N37°39'51"W along the East line of said Lot 3 for 208.99 feet to the SE corner of Lot 4 of said Subdivision,
29. thence run N40°20'19"W along the East line of said Lot 4 for 209.89 feet to the SE corner of Lot 5 of said Subdivision,
30. thence run S72°48'24"W along the South line of said Lot 5 for 110.17 feet,
31. thence run N38°57'10"W for 99.67 feet,
32. thence run S72°27'16"W for 100.00 feet,
33. thence run N38°54'31"W for 109.98 feet to the SW corner of Lot 6 of said Subdivision,
34. thence run N72°29'45"E along the South line of said Lot 6 for 210.39 feet to the SE corner of said Lot 6,
35. thence run N39°11'30"W along the East line of said Lot 6 for 209.35 feet to the SE corner of Lot 7 of said Subdivision,
36. thence run N37°58'56"W along the East line of said Lot 7 for 209.90 feet to the SE corner of Lot 8 of said Subdivision,
37. thence run N29°18'20"W along the East line of said Lot 8 for 210.12 feet to the NE corner of said Lot 8,
38. thence run S75°07'29"W along the North line of said Lot 8 for 211.22 feet to the East margin line of Sullivan-Kilrain Road,
39. thence run Southwesterly for 37.43 feet, more or less, to the west margin line of Sullivan-Kilrain Road and the Southeast corner of the James H. And Patricia D. McPhail property,
40. thence run South 69°24'05" West for 241.42 feet,
41. thence run South 28°37'30" East for 350.00 feet,

42. thence run South 67°58'41" West for 181.60 feet,
43. thence run South 39°02'26" East for 249.49 feet,
44. thence run South 24°18'54" West for 193.28 feet,
45. thence run North 89°25'02" West for 594.50 feet to the East Right-of-Way of U.S. Highway No. 11,
46. thence continue North 89°25'02" West for 106.82 feet, more or less, to the West Right-of-Way of U.S. Highway No. 11,
47. thence run Northeasterly along said West Right-of-Way for 252.00 feet more or less to a 4-1/2" round concrete monument,
48. thence run N87°39'06"W for 940.43 feet more or less to a 4-1/2" round concrete monument,
49. thence run N00°41'57"E for 607.52 feet more or less to a 4-1/2" round concrete monument and the NW corner of the SE-1/4 of the NW-1/4 of Section 6, T-3-N, R-13-W, Forrest County, Mississippi,
50. thence run N89°05'44"E for 1,223.44 feet more or less to the West Right-of-Way of U.S. Highway No. 11,
51. thence run Northeasterly along said West Right-of-Way for 571.50 feet, more or less, to the West Right-of-Way of Sullivan-Kilrain Road,
52. thence run North 09°27'32" West along the West Right-of-Way of Sullivan-Kilrain Road for 155.01 feet,
53. thence run N09°06'09"W along said West margin line for 567.83 feet to the North line of Section 6, T-3-N, R-13-W, Forrest County, Mississippi,
54. thence run N88°16'08"W for 38.02 feet to the NW Corner of the NW 1/4 of the NE 1/4 of said Section 6,
55. thence continue West along the North line of Section 6, to the NW Corner of said Section 6, said point being on the Forrest County/Lamar County line,
56. thence run North along the Forrest County/Lamar County line to the intersection of the East line of Section 25, T-4-N, R-14-W, Lamar County, Mississippi, with the West Right-of-Way line of Interstate Highway No. 59,
57. thence run in a Northwesterly direction following the West Right-of-Way line to a point of intersection with the South line of the Mississippi Power Company property as recorded in Deed Book 4F page 195, of the land records of Lamar County, Mississippi;
58. thence run West along the South line of said property to the Southwest corner thereof;
59. thence run North along the West line of said property as recorded in Deed Book 4F pages 195 and 197 and with an extension of said West line to a point of intersection with the Northern Boundary of Richburg Road;
60. thence run Northeasterly along said Northern boundary to a point of intersection with the East line of the West ½ of the West ½ of the Northeast ¼ of said Section 25, T-4-N, R-14-W, Lamar County, Mississippi;
61. thence run North along and with said East line to the North line of said Section 25;
62. thence run West along said North line to the Northwest corner of the Northeast ¼ of said Section 25;
63. thence run North along the Half Section line of Section 24, Township 4 North, Range 14 West, to the Southeast corner of the Northwest ¼ of said Section 24;

64. thence run West along and with the South line of said Northwest $\frac{1}{4}$ to the Southwest corner of said Northwest $\frac{1}{4}$;
65. thence run North along and with the west line of said Section 24 to a point marking the Southeast corner of the William Wicht property as recorded in Deed Book 4G page 168 of the land records of Lamar County, Mississippi;
66. thence run West along and with the South line of said property to the Southwest corner thereof, said point also being the Southeast corner of the Alex Currie property as recorded in Deed Book 5E page 974 of the land records of Lamar County, Mississippi;
67. thence run West along and with said property line and an extension thereof to a point on the Southwest right-of-way line of Sandy Run Road;
68. thence run Northwesterly along and with the Southwest right-of-way to a point at the intersection of an extension of the West line of the Robert Weathers property as recorded in Deed Book 9V page 439;
69. thence run North along and with the extension and the West line of said property to Northwest corner thereof and being on the North line of Section 23, Township 4 North, Range 14 West;
70. thence run East along and with the North line of said Section 23, said line also being the South line of Section 14, T-4-N, R-14-W, Lamar County, Mississippi, to the Western Row line of Oak Grove Road,
71. thence run Northeasterly along the said Western ROW line for 447.95 feet more or less, to the Southern property corner described in Deed Book 15-X, Page 200, Lamar County, Mississippi;
72. thence run N41°44'03"W for 115.09 feet,
73. thence run N48°22'37"E for 143.23 feet,
74. thence run S41°37'57"E for 115.30 feet more or less to the Western ROW line of said Oak Grove Road,
75. thence run Northeasterly along said ROW for 45.38 feet more or less, to a iron pin described in said Deed Book and Page,
76. thence run N42°27'00"W for 109.19 feet, all of which are described in said Deed Book 15-X, Page 200, Lamar County, Mississippi;
77. thence run N04°00'00"E for 214.00 feet,
78. thence run S71°00'00"E for 298.30 feet more or less to the Western ROW line of the said Oak Grove Road; said two calls are described in Deed Book 14-H, Page 144, Lamar County, Mississippi,
79. thence run along said ROW line for 161.49 feet more or less to the Southeastern corner of the property described in Deed Book 18-D, Page 175, Lamar County, Mississippi,
80. thence run N81°33'00"W for 198.48 feet more or less to the edge of a pond,
81. thence run Northwesterly and along the edge of said Pond for 169.39 feet as described in said Deed Book 18-D, Page 175; said point also being the Southwestern corner of the property described in Deed Book, 17-A, Page 414, Lamar County, Mississippi; from said corner run N03°00'00"E and along said pond for 61.00 feet,
82. thence N56°19'00"E for 91.30 feet,
83. thence run N76°56'00"E for 30.00 feet as described in the above said Deed Book 17-A, Page 414; said point also being the Southwestern Corner of the property described in Deed Book 10-M, Page 344, Lamar County, Mississippi,

84. from said point run N08°05'00"E for 231.00 feet more or less to the South line of the East-1/2 of the NE-1/4 of the SW-1/4, Section 14, T-4-N, R-14-W, Lamar County, Mississippi;
85. thence run West along said South line for 236.57 feet more or less to the SW corner of the said East-1/2 of the NE-1/4 of the SW-1/4,
86. thence run North along the West line of the said East-1/2 of the NE-1/4 of the SW-1/4 for 459.40 feet,
87. thence run East for 147.60 feet,
88. thence run North for 147.60 feet,
89. thence run East for 630.94 feet more or less to the Western ROW line of Weathersby Road,
90. thence continue West for 115.11 feet more or less to the Eastern ROW line of Oak Grove Road,
91. thence run in a Southwesterly Direction and along said ROW line for 2,316.00 feet more or less to the intersection with the Eastern ROW line of the said Oak Grove Road and the South line of the said Section 14, T-4-N, R-14-W, Lamar County, Mississippi;
92. thence run east to the Northeast corner of the afore mentioned Section 23, said point also being the Southwest corner of Section 13, Township 4 North, Range 14 West;
93. thence run North along and with the West line of said Section 13 to the Northwest corner of the Southwest ¼ of the Southwest ¼ of Section 13, Township 4 North, Range 14 West;
94. thence run East along and with the North line of the South ¼ of Section 13 to a point at the intersection with the West right-of-way line of Interstate Highway No. 59;
95. thence run North along the West right of way line of Interstate Highway No. 59 to the intersection with the Southern right-of-way line of Oak Grove Road (Old Highway No. 11);
96. thence run Southwesterly along said Southern ROW line for 800 feet, more or less, to a point being 80 feet due West of the West line of Foxgate Avenue,
97. thence run South for 399.80 feet,
98. thence run East for 80 feet to a point on the West line of Foxgate Avenue,
99. thence run South along the West line of Foxgate Avenue for 1037.90 feet to a point on the North line of Fox Terrace,
100. thence run West along the North line of Fox Terrace for 346 feet,
101. thence run North for 20 feet to a point on the South line of Section 12, T-4-N, R-14-W, Lamar County, Mississippi,
102. thence run West along the South line of said Section 12 for 20.70 feet,
103. thence run North for 140 feet,
104. thence run West for 70 feet,
105. thence run South for 140 feet,
106. thence run West for 83.80 feet to a point on the East line of the Lamar Park Estates Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County, said point being 20 feet North of the SE Corner of Lot 10, Block 3, of said Subdivision,
107. thence run Northerly along the East line of the Lamar Park Estates Subdivision for 759 feet,
108. thence run East for 95.50 feet to a point on the West line of the SW-1/4 of the SE-1/4 of said Section 12,

109. thence run North along the West line of the said SW-1/4 of the SE-1/4 for 449.80 feet to the intersection with the Southern ROW line of Oak Grove Road (Old Highway No. 11),
110. thence run Southwesterly along said Southern ROW line to the intersection with the extension of the Western ROW line of Westover Drive,
111. thence run North along the West ROW line of Westover Drive and its extension to a point where said ROW widens,
112. thence run S36°20'00"W along said ROW line of the widening of Westover Drive and Oak Grove Road (Old Highway No. 11) for 216.40 feet,
113. thence run N28°58'00"W for 157.20 feet,
114. thence run S61°02'00"W for 150 feet,
115. thence run S28°50'00"E for 200 feet to the Northern ROW line of Oak Grove Road (Old Highway No. 11),
116. thence run S55°32'00"W along said ROW line for 180.40 feet,
117. thence run N12°19'00"W, record N12°15'00"W, for 377.60 feet,
118. thence run S89°00'00"W for 239 feet, record 238.70 feet,
119. thence run S12°15'00"E for 460 feet, to the Northern ROW line of Oak Grove Road (Old Highway No. 11),
120. thence run S60°57'00"W along said Northern ROW line for 614.90 feet,
121. thence run North for 140 feet,
122. thence run West for 110 feet,
123. thence run North for 558.61 feet,
124. thence run West for 312 feet,
125. thence run South for 208 feet,
126. thence run East for 211.30 feet to the West line of North Cox Avenue,
127. thence run S09°45'00"E along said West line for 50.50 feet,
128. thence run West for 195 feet,
129. thence run South for 210 feet,
130. thence run S04°45'00"E for 82.20 feet,
131. thence run S65°39'00"W for 204.90 feet,
132. thence run S21°21'00"E for 345 feet to the Northern ROW line of Oak Grove Road (Old Highway No. 11),
133. thence run Southwesterly along said Northern ROW line for 193 feet,
134. thence run N23°30'00"W for 577.50 feet,
135. thence run West for 290 feet,
136. thence run S67°00'00"W for 301.60 feet to the intersection with the West line of Section 12, T-4-N, R-14-W, Lamar County, Mississippi,
137. thence run South along the West line of Section 12 to the SE Corner of the N-1/2 of the SE-1/4 of the SE-1/4 of Section 11, T-4-N, R-14-W, Lamar County, Mississippi,
138. thence run West along and with the South line of the N-1/2 of the SE-1/4 of the SE-1/4 of said Section 11 to the Southwest corner thereof;
139. thence run North along and with the West line of the SE-1/4 of the SE-1/4 of said Section 11 to the NW corner of the SE-1/4 of the SE-1/4 of said Section 11 ,
140. thence run West 596.40 feet, more or less, along the South line of the NW-1/4 of the SE-1/4 to a point which bears S89°16'50"W and is

660 feet from the NW Corner of the SW-1/4 of the SE-1/4 of Section 11, T-4-N, R-14-W, Lamar County, Mississippi, said NW Corner has previously been relocated and re-established by a decree in Chancery Court,

141. thence run S00°43'10"E for 68.53 feet,
142. thence run S87°46'50"W for 36.20 feet,
143. thence run S43°10'50"W for 99.80 feet,
144. thence run S31°53'50"W for 70.40 feet,
145. thence run S02°13'10"E for 84.80 feet,
146. thence run S34°57'10"E for 36 feet,
147. thence run N87°46'50"E for 21.30 feet,
148. thence run S01°07'58"W for 138.32 feet,
149. thence run S18°53'16"W for 78.60 feet,
150. thence run West for 206.35 feet,
151. thence run North for 193.08 feet,
152. thence run West for 324.27 feet to the East R.O.W. of Weathersby Road,
153. thence run South along said East R.O.W. for 244.71 feet to a point which intersects an extension of the North margin of North Lane;
154. thence run West 46.98 feet, more or less, to the intersection of the West R.O.W. of Weathersby Road and the North margin line of North Lane,
155. thence run North 89°30'25" West along said North Margin 408.58 feet,
156. thence run South 89°47'48" West for 200 feet,
157. thence run North 00°12'12" West 10 feet,
158. thence run South 89°47'45" West 81.26 feet, more or less, to the East line of Lakewood Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County,
159. thence run North 00°25'23" East for 567.59 feet,
160. thence run West 280.93 feet to the East R.O.W. of Lakewood Drive,
161. thence run South 89°24'03" West for 50 feet to the West R.O.W. of Lakewood Drive,
162. thence run South 00°27'23" East along said West R.O.W. for 200 feet to the Southeast corner of Lot 15 of said Lakewood Subdivision,
163. thence run West and along the South line of said Lot 15 for 269.05 feet to the Southwest corner of said Lot 15,
164. thence run South 00°27'23" East for 1,097.00 feet to the Southwest corner of Lot 26 of said Lakewood Subdivision,
165. thence run South 89°41'45" West for 9.48 feet,
166. thence run South 00°13'49" East for 30.71 feet to a cotton spindle in Shears Drive,
167. thence run North 89°47'22" West for 276 feet,
168. thence run South 00°25'21" East for 662.94 feet,
169. thence run North 89°47'22" West for 1,098.23 feet,
170. thence run North 04°54'02" West for 62.64 feet,
171. thence run North 01°19'32" West for 290.54 feet,
172. thence run North 00°27'46" East for 153.54 feet,
173. thence run North 00°17'04" East for 74.56 feet,
174. thence run North 00°27'07" West for 81.79 feet, said point being 51.89 feet West of the Southwest corner of said Section 11,

175. thence run west along the Section line common to Sections 10 and Section 15, all in Township 4 North, Range 14 West, to the NE corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 15;
176. thence run South a distance of 1320 feet, more or less, to the SE corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 15;
177. thence run west a distance of 900 feet, more or less; to a point on the South line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi, which point is 1705.50 feet East of the NW corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi, and also being the NE corner of property described in the first legal description appearing in the Land Deed Book 13-S at Page 652 in the Office of the Chancery Clerk of Lamar County, Mississippi,
178. thence run South 660 feet,
179. thence run S89°52'27"E for 287.75 feet;
180. thence run S03°23'30"E for 661.24 feet;
181. thence run S89°58'52"E for 1818.24 feet,
182. thence run S00°49'39"E for 1218.905 feet;
183. thence run S88°56'03"W for 278.02 feet;
184. thence run N02°33'32"W for 85.55 feet;
185. thence run N52°08'30"W for 126.78 feet;
186. thence run N30°03'53"E for 53.56 feet;
187. thence run N73°04'19"W for 155.05 feet;
188. thence run S21°14'51"W for 207.07 feet to the North margin line of Lincoln Road Extension (Sandy Run Road);
189. thence run N68°11'11"W along said North margin for 336.88 feet;
190. thence run N00°02'27"E for 177.69 feet;
191. thence run S89°46'05"W for 209.74 feet;
192. thence run S00°09'44"E for 105.00 feet to said North margin;
193. thence run N71°32'27"W along said North margin line for 164.00 feet;
194. thence run N00°47'48"W for 210.00 feet;
195. thence run N72°06'30"W for 104.85 feet to a point on the west line of the said NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, of said Section 15;
196. thence run S01°34'07"W for 212.21 feet, to the said North margin line;
197. thence run N71°40'19"W along said North margin line for 502.495 feet;
198. thence continue along said North margin line N71°24'03"W for 200.04 feet;
199. thence run N00°20'21"E for 667.21 feet to the South line of the NW $\frac{1}{4}$ of Section 15, Township 4 North, Range 14 West, Lamar County Mississippi,
200. thence run N89°52'27"W on and along said South line 232.76 feet;
201. thence run South for 382 feet,
202. thence run North 60°02'00" West for 340.60 feet;
203. thence run South 21°45'00" West for 156.90 feet, more or less, to the North Right-of-Way of Sandy Run Road;
204. thence run Northwesterly on and along said Right-of-Way for 1031.16 feet,
205. thence run North 190.05 feet;
206. thence run North 70°04'11" West for 165.74 feet;

207. thence run North for 934.62 feet to a point being 312 feet due East of the NW corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi;
208. thence run East for 900 feet, more or less, to the NE corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi;
209. thence run North for 660 feet, more or less, to the SE corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi;
210. thence run West for 667.73 feet, more or less, to the SW corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi;
211. thence run North on and along the West line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 15 for 260 feet,
212. thence run West for 500 feet, more or less, to the NE corner of the property described in Deed Book 13-V, Page 600, in the Office of the Chancery Clerk of Lamar County, Mississippi (after excepting therefrom the South 60 feet as provided for in said Deed at said Book and Page);
213. thence run South for 205.02 feet, more or less, to the SE corner of said property;
214. thence run West for 170 feet, more or less, to the SW corner of said property and the East Right-of-Way of Hegwood Road;
215. thence run North along said East Right-of-Way for 600 feet, more or less, to the North line of Section 16, Township 4 North, Range 14 West, Lamar County, Mississippi;
216. thence run West on and along said North line for 1320 feet, more or less, to the NE corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 16,
217. thence run South 00°17'42" East for 1146.04 feet, more or less, to the North line of that certain 16th Section lease and contract recorded in Deed Book 10-W, Page 7 in the Office of the Chancery Clerk of Lamar County, Mississippi;
218. thence run South 00°31'52" East on and along the East line of said property for 178.83 feet more or less to the Northwest corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16, T-4-N, R-14-W, Lamar County Mississippi,
219. thence run Easterly along the North line of the said SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ for 1276.80 feet more or less to the Western ROW line of Hegwood Drive;
220. thence run Southerly on and along the said Western ROW line of Hegwood Drive for 905 feet more or less to the Northern ROW line of Lincoln Road Extension;
221. thence run South for 100 feet to the Southern ROW line of Lincoln Road Extension;
222. thence run Southwesterly and along said Southern ROW line for 516.25 feet more or less to the intersection with the said Southern ROW line of Lincoln Road Extension and an East line of the above said property,
223. thence run South 00°19'40" East for 231.22 feet, more or less, to the SE corner of said property,
224. thence run West for 1098 feet, more or less, to the NE corner of property described in that certain 16th Section land lease and

- contract recorded in Book 12-C at Page 163 in the Office of the Chancery Clerk of Lamar County, Mississippi;
225. thence run South for 1309.60 feet, more or less, to the SE corner of said property;
226. thence run West for 1572.59 feet, more or less, to the SW corner of said property as described in that certain 16th Section land lease and contract recorded in Book 12-C at Page 163 in the Office of the Chancery Clerk of Lamar County, Mississippi, and to the East Right-of-Way of Norton Road (commonly referred to as Old Highway No. 11);
227. thence run Southerly along and with said East right-of-way line to a point at the intersection of the South line of Section 16, Township 4 North, Range 14 West;
228. thence run West along and with said South line to the SW corner of said Section 16;
229. thence run North along and with said west line of Section 16, Township 4 North, Range 14 West, to the Northeast corner of the Woodstone subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County,
230. thence run s88°22'09"W and along the North line of said subdivision to the Eastern ROW line of Woodstone Drive,
231. thence run Northwesterly along said Eastern ROW line to the Northern ROW line of said Woodstone Drive,
232. thence run Southwesterly along said Northern ROW line to the Eastern ROW line of Woodstone Boulevard,
233. thence run Northwesterly and along said Eastern ROW line to its Intersection with the extension of the Northwestern line of Woodstone Phase II subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County,
234. thence run S37°25'06"W to and along said Northwestern line for 514.23 feet, more or less,
235. thence run N88°18'39"W and along said Northwestern line for 649.49 feet to the West line of the Northeast 1/4 of Section 17, T-4-N, R-14-W,
236. thence run N00°23'40"W and along said west line to the Southeast corner of Lot 1 of Unit 2, Lake Serene subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County,
237. thence run s84°22'45"W and along the south line of Lots 1 through 19 of said subdivision for 2,299.4 feet to the Southwest corner of said Lot 19,
238. thence run N31°07'15"E and along the West Line of said Lot 19 for 82.6 feet,
239. thence run N27°31'15"W and along the West Line of said Lot 19 for 205.0 feet,
240. thence run N46°36'E and along the West Line of said Lot 19 to the Southern ROW line of U.S. Highway 98,
241. thence run Southwesterly and along said Southern ROW line for 494 feet more or less to the East line of Lot 92 of Unit 1, Revised, Lake Serene subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County, Mississippi,
242. thence run S14°44'W and along the South line of said Lot 92 for 275 feet more or less,

243. thence run S50°35'W and along the South line of Lots 92 and 91 of said subdivision for 180.0 feet,
244. thence run S11°20'W and along the South line of Lot 91 of said subdivision for 179.6 feet,
245. thence run S56°34'W and along the South line of Lots 90 and 89 of said subdivision for 244.6 feet,
246. thence run N85°12'W and along the South line of Lot 89 of said subdivision for 2.6 feet to the Southwest corner of said Lot 89,
247. thence run N05°37'W and along the East line of Lot 88 of said subdivision to the Intersection with the Southern ROW line of U.S. Highway 98,
248. thence run Southwesterly along said Southern ROW line for 220.00 feet to the East line of Lot 86 of said subdivision,
249. thence run S05°37'E and along said East line to the South line of said Lot 86,
250. thence run S84°23'W and along the South line of Lots 86, 85, 84, 83, 82, 81, 78, 14, 11, 10, 9, 8, 7, 6, 5, 4, and 3 of said subdivision for 2,686.12 feet to the Southwest corner of said Lot 3,
251. thence run N00°45'W and along the West line of said Lot 3 to the Southern ROW line of U.S. Highway 98,
252. thence run N89°28'W for 77 feet more or less to the West ROW line of Cole Road,
253. thence run N00°32'E and along said West ROW line for 70.00 feet to the Cole Road sight flare,
254. thence run N69°29'53"W and along said sight flare for 219.27 feet to the Southern ROW line of U.S. Highway 98,
255. thence run Southwesterly along said Southern ROW line to its intersection with the East line of Section 14, T-4-N, R-15-W,
256. thence run South and along said East line to the Southeast corner of the Northeast 1/4 of said Section 14,
257. thence run West and along the South line of said Northeast 1/4 to the Southwest corner of said Northeast 1/4,
258. thence run North and along the West line of said Northeast 1/4 to its intersection with the Southern ROW line of U.S. Highway 98,
259. thence run Southwesterly and along said Southern ROW line to the West line of Section 14, T-4-N, R-15-W,
260. thence run North and along said West line to the Northern ROW line of U.S. Highway 98,
261. thence run Northeasterly and along said Northern ROW line to the Eastern ROW line of Graham Road,
262. thence run N02°36'54"W and along said Eastern ROW line for 423.50 feet,
263. thence run N00°26'01"E and along said Eastern ROW line for 210.00 feet,
264. thence run N81°07'03"E for 366.39 feet,
265. thence run S02°36'54"E for 535.00 feet to said Northern ROW line of U.S. Highway 98,
266. thence run Northeasterly along said Northern ROW line to the West line of the property described in the Warranty Deed at Book 4-T, Page 48, as recorded in the office of the Chancery Clerk for Lamar County,
267. thence run North and along said West line for 1,158.8 feet to the Northwest corner of the property described in the Warranty Deed at

- Book 5-I, Page 13, as recorded in the office of the Chancery Clerk for Lamar County,
268. thence run East to the Eastern ROW line of Mississippi Highway 589,
 269. thence run Southeasterly and along said Eastern ROW line to the Northern ROW line of U.S. Highway 98,
 270. thence run Northeasterly along said Northern ROW line to the West line of Section 13, T-4-N, R-15-W,
 271. thence run North along said West line to the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of said Section 13,
 272. thence run N00°04'W and along said West line for 660 feet,
 273. thence run N89°57'E for 479.37 feet,
 274. thence run S34°50'55"E for 316.73 feet,
 275. thence run S00°04'E for 99.63 feet,
 276. thence run N84°01'E for 17.94 feet,
 277. thence run S10°16'28"E for 260.73 feet to the Northern ROW line of U.S. Highway 98,
 278. thence run Northeasterly and along said Northern ROW line to the East line of Section 13, T-4-N, R-15-W,
 279. thence run North and along said East line for 844.5 feet to the Southwest corner of Section 7, T-4-N, R-14-W,
 280. thence run N00°08'E and along the West line of said Section 7 for 330 feet,
 281. thence run East for 1,414.42 feet to the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 7,
 282. thence run S00°10'E and along said East line for 301.79 feet to the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of said Section 7,
 283. thence run Easterly and along said South line to the Southwest corner of the Southwest 1/4 of the Southeast 1/4, of said Section 7,
 284. thence run N00°14'10"E and along the West line of said Southwest 1/4 of the Southeast 1/4 for 1,006.30 feet,
 285. thence run S89°55'01"E for 1,428.64 feet to the East line of said Southwest 1/4 of the Southeast 1/4,
 286. thence run S00°34'E and along said East line to the Northwest corner of Lot 4 of the Lake Serene North subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County,
 287. thence run N84°23'E and along the North line of said Lot 4 for 338.0 feet to the West ROW line of Mackerel Drive,
 288. thence run N04°37'W and along said West ROW line for 64.4 feet, more or less, to the Westerly Extension of the North line of Lot 3 of said Lake Serene North subdivision,
 289. thence run N84°23'E for 50.00 feet to the Northwest corner of Lot 3 of said Lake Serene North subdivision,
 290. thence continue N84°23'E and along the North line of said Lot 3 for 243.3 feet,
 291. thence run S36°05'E and along the North line of said Lot 3 for 68.9 feet to the Northeast corner of said Lot 3,
 292. thence run S04°23'E and along the East line of said Lot 3 for 423.9 feet to the Northern ROW line of U.S. Highway 98,
 293. thence run Northeasterly along said Northern ROW line to the West line of Lot 83 of said Lake Serene North subdivision,

294. thence run N04°40'W and along said west line for 9.6 feet,
295. thence run N14°11'E and along said west line for 203.4 feet,
296. thence run N28°26'E and along said west line for 163.9 feet,
297. thence run N30°55'E and along said west line for 137.0 feet,
298. thence run N19°06'E and along said west line for 29.5 feet to the Northwest corner of said Lot 83
299. thence run N84°22'39"E and along the North line of Lots 83, 82, 81, 80 and 79 of said Lake Serene North subdivision for 871.0 feet to the Northwest corner of Lot 78 of said Lake Serene North subdivision,
300. from said Northwest corner run in an Easterly direction on and along the Northern boundary line of Lots 78, 77, 76 and 75 of the said Lake Serene North Subdivision for 760.00 feet more or less to the Northwestern corner of Lot 73 of said subdivision,
301. thence run N65°30'00"E along the Northern line of said Lot 73 for 477.30 feet more or less to the Northeasterly corner of lot 73 and the Western ROW line of Baracuda Drive;
302. thence run Northeasterly at right angles and perpendicular to said Western ROW line for 50 feet to the Northeastern ROW line of Baracuda Drive;
303. thence run Northwesterly on and along the said ROW line for 63.37 feet more or less to the Northwest corner of Lot 58 of the Rolling Hills subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County,,
304. thence run Northwesterly along the Northeastern ROW line of Baracuda Drive for 313.5 feet to the Northwest corner of lot 57 of said subdivision;
305. thence run N76°18'E and along the North line of said lot 57 for 228.5 feet,
306. thence run N62°56'E and along the North line of Lot 56 of said subdivision for 101.1 feet,
307. thence run N70°10'E and along the North line of Lot 56, 55 and 54 of said subdivision for 239.3 feet,
308. thence run S83°38'E and along the North line of Lot 54 and 53 of said subdivision for 138.3 feet,
309. thence run N62°47'E and along the North line of Lot 53 and 52 of said subdivision for 86.2 feet,
310. thence run S81°15'E and along the North line of Lot 52 and 51 of said subdivision for 178.9 feet,
311. thence run N78°08'E and along the North line of Lot 50 and 49 of said subdivision for 223.5 feet,
312. thence run N71°54'E and along the North line of Lot 48, 47 and 46 of said subdivision for 272.3 feet,
313. thence run S81°09'E and along the North line of Lot 46 and 45 of said subdivision for 101.2 feet,
314. thence run N38°19'E and along the North line of Lot 45 of said subdivision for 108.1 feet,
315. thence run S00°31'E and along the East line of Lot 45 of said subdivision for 796.9 feet to the Northeastern ROW line of Windlass Drive,
316. thence run Southeasterly along said Eastern ROW line for 195.00 feet more or less to the Northwest corner of Lot 44 of the said Rolling Hills Subdivision;

317. thence run N48°52'00"E along the Northwest line of said Lot 44 for 530.80 feet more or less to the Northeast corner of said Lot 44, said point also being the Northwest corner of Lot 43 of the said subdivision;
318. thence run N89°23'00"E along the North line of said Lot 43 for 218.30 feet more or less to the East line of the SE ¼ of the SE ¼, of Section 8, T-4-N, R-14-W, Lamar County, Mississippi,
319. thence run North to a point of intersection with the Westerly extension of the North line of the William Hover property as recorded in Deed Book 12-O page 510 of the land records of Lamar County, Mississippi;
320. thence run East along said extension and North line to the Northeast corner of said William Hover property as recorded in Deed Book 12-O page 510 of the land records of Lamar County, Mississippi;
321. thence run Northeasterly to the Southwest corner of the Northwest ¼ of Section 10, Township 4 North, Range 14 West, Lamar County, Mississippi,
322. thence run North along and with the West line of Section 10 to a point on the East right-of-way line of Gravel Pit Road;
323. thence run Northeasterly along and with said right-of-way line to a point marking the Northwest corner of the Josh Morris property as recorded in Deed Book 12-Y page 599;
324. thence run Easterly along the North line of the Josh Morris property to the Northeast corner thereof;
325. thence Southerly along the East line of the Josh Morris property to the SE corner thereof and being on the North line of Section 10, Township 4 North, Range 14 West;
326. thence run East along said North line to the Northeast corner of Section 10, T-4-N, R-14-W, Lamar County, Mississippi, said point being also the Southwest corner of Section 2, T-4-N, R-14-W,
327. thence run North along the West line of the Southwest ¼ of said Section 2, for 355 feet, more or less, to the Southernmost right-of-way of West 4th Street,
328. thence run in an Easterly direction along the aforementioned Southern right-of-way for 1200.75 feet,
329. thence run S 06°50'51" W for 10.94 feet,
330. thence run S 01°24'52" W for 40.55 feet,
331. thence run S 01°15'31" W for 51.15 feet,
332. thence run S 07°03'42" E for 367.38 feet to the South line of said Section 2, said point being 1308.20 feet East of the Southwest corner of said Section 2,
333. thence run East along the North line of Section 11 and Section 12, Township 4 North, Range 14 West, to the intersection with the West ROW line of Interstate Highway No. 59,
334. thence run Northerly along the said west ROW line of Interstate Highway No. 59 to an existing concrete highway marker at the intersection of the South Right-of-Way of the Longleaf Trace Rails to Trails with the West Right-of-Way of Interstate Highway No. 59, and
335. thence run N 76°04'09" W along said Southern Right-of-Way of the Longleaf Trace Rails to Trails for 231.83 feet,
336. thence run S 13°55'51" W along said Southern Right-of-Way for 50 feet,

337. thence run N 76°04'09" W along said Southern Right-of-Way for 514.71 feet,
338. thence run N 13°55'51" E along said Southern Right-of-Way for 25 feet,
339. thence run N 76°04'09" W along said Southern Right-of-Way for 471.41 feet,
340. thence run N 00°02'44" E along said Southern Right-of-Way for 15.45 feet,
341. thence run N 76°04'09" W along said Southern Right-of-Way for 293.85 feet, more or less, to the Eastern Right-of-Way of West Hills Drive,
342. thence run S 15°40'49" E along said Eastern Right-of-Way of West Hills Drive for 299.85 feet,
343. thence run S 20°26'38" W along said Eastern Right-of-Way for 120.42 feet,
344. thence run S 15°40'49" E along said Eastern Right-of-Way for 63.62 feet to the Northeast Right-of-Way flare of West 4th Street and West Hills Drive,
345. thence run S 71°58'36" E along said Right-of-Way flare for 31.81 feet to the Northern Right-of-Way of West 4th Street,
346. thence run S 74°23'34" W for 136.46 feet to the Northwest Right-of-Way flare of West 4th Street and West Hills Drive,
347. thence run Southwesterly along the North Right-of-Way of West 4th Street along a curve to the right with radius of 601.62 feet, a chord distance of 137.65 feet and a chord bearing of S 87°28'25" W for 137.95 feet,
348. thence run N 85°57'27" W along said North Right-of-Way for 224.76 feet,
349. thence run N 07°52'45" E for 173.40 feet,
350. thence run N 03°55'09" E for 62.41 feet,
351. thence run East for 296.40 feet to the Western Right-of-Way of West Hills Drive,
352. thence run N 15°40'49" W along said Western Right-of-Way for 295.92 feet, more or less, to the Southern Right-of-Way of the Longleaf Trace Rails to Trails,
353. thence run N 21°13'15" W for 103.96 feet, more or less, to the Northern Right-of-Way of the Longleaf Trace Rails to Trails,
354. thence run N 13°55'51" E along said Northern Right-of-Way for 25.00 feet,
355. thence run S 76°04'09" E along said Northern Right-of-Way for 407.03 feet,
356. thence run N 00°02'44" E along said Northern Right-of-Way for 25.75 feet,
357. thence run S 76°04'09" E along said Northern Right-of-Way for 508.49 feet,
358. thence run N 13°55'51" E along said Northern Right-of-Way for 25.00 feet,
359. thence run S 76°04'09" E along said Northern Right-of-Way for 714.71 feet,
360. thence run S 13°55'51" W along said Northern Right-of-Way for 50.00 feet,
361. thence run S 76°04'09" E along said Northern Right-of-Way for 26.22 feet, more or less, to an existing concrete highway marker on the West Right-of-Way of Interstate Highway No. 59,

362. thence run Northerly along the said West ROW line of Interstate Highway No. 59 to the South line of Section 36, T-5-N, R-14-W, Forrest County, Mississippi;
363. thence run West along the South line of Section 36 to a Concrete Monument at the SW corner of Section 36, T-5-N, R-14W, Forrest County, Mississippi, said corner also being the NE corner of Section 2, T-4-N, R-14-W, Lamar County Mississippi;
364. thence run S00°38'37"E along the East line of said Section 2 for 2270.18 feet to a ½" Rebar and the North Right of Way Line of the Longleaf Trace Rails to Trails (Mississippi Central Railroad Co.) (Illinois Central Gulf Railroad),
365. thence run N76°03'42"W along the said Right of Way Line for 1093.48 feet to a ½" Rebar,
366. thence run S13°56'18"W along said Right of Way Line for 50.00 feet to a ½" Rebar,
367. thence run N76°03'42"W along said Right of Way Line for 1646.69 feet to a ½" Rebar and the West Line of the Northeast ¼ of Section 2;
368. thence run S00°42'36"W along said West Line for 92.73 feet more or less to the South Right-of-way of Longleaf Trace Rails to Trails,
369. thence run in a Northwesterly direction along said South Right-of-way for 4115.00 feet, more or less, to the Northeast corner of that portion of The Community of Greystone that lies South of the Longleaf Trace Rails to Trails,
370. thence run S 00°04'43" W for 393.53 feet,
371. thence run N 89°58'08" W for 1299.26 feet,
372. thence run S 89°52'39" W for 2621.35 feet to the East Right-of-Way of Jackson Road,
373. thence run N 00°57'29" W along said East Right-of-Way for 271.11 feet to the South Right-of-Way of the Longleaf Trace Rails to Trails,
374. thence run North along said East Right-of-Way for 100 feet to the North Right-of-Way of the Longleaf Trace Rails to Trails,
375. thence run N 00°06'42" W along said East Right-of-Way for 390.26 feet,
376. thence run N 00°50'17" E along said East Right-of-Way of Jackson Road for 551.82 feet to the South line of Section 34, T-5-N, R-14-W, Forrest County, Mississippi,
377. thence run West along the South line of said Section 34 and Section 33 to the SW Corner of Section 33, T-5-N, R-14-W,
378. thence run North to the NW Corner of said Section 33,
379. thence run East along the North line of said Section 33 to a point that is 430.00 feet due West of the NE corner of said Section 33,
380. thence run North for 120.00 feet,
381. thence run East for 430.00 feet
382. thence run South for 120.00 feet to the NE corner of section 33, T-5-N, R-14-W,
383. thence run East along the North lines of Sections 34, 35 and 36, all in T-5-N, R-14-W, to the NW Corner of the NE-1/4 of said Section 36,
384. thence run North to the NE Corner of the SE-1/4 of the SW-1/4 of Section 25, T-5-N, R-14-W
385. thence run West to a point 840 feet East of the SW Corner of the NE-1/4 of the SW-1/4 of said Section 25,

386. thence run North for 630 feet,
387. thence run West for 840 feet to a point on the West line of the said NE-1/4 of the SW-1/4,
388. thence run North to a point on the Southwesterly ROW line of U.S. Highway No. 49,
389. thence run Northwesterly along the Southwesterly ROW line of said Highway for 347 feet,
390. thence run S 35°43' W to the Northeasterly margin line of Old Rawls Springs Road,
391. thence run Northwesterly along the Northeasterly margin line of said Road for 420 feet, more or less, to the Southernmost corner of the Spring Forrest Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Forrest County,
392. thence run Northeasterly along the Southeasterly boundary of said Subdivision to the intersection with the Southwesterly R.O.W. line of U.S. Highway No. 49,
393. thence run Northwesterly along the Southwesterly R.O.W. line of said Highway to the intersection with the North line of Section 25, T-5-N, R-14-W,
394. thence run West along the South line of Section 24 and 23, both in T-5-N, R-14-W, to the intersection with the Northeasterly margin line of Old Rawls Springs Road,
395. thence run Northwesterly along the Northeasterly margin line of said Road for 641 feet,
396. thence run N79°09'E for 183.8 feet,
397. thence run N80°E for 115 feet,
398. thence run N30°W for 105 feet,
399. thence run N80°E for 135 feet,
400. thence run N00°34'E for 520 feet to the Southwestern R.O.W. line of U.S. Highway No. 49,
401. thence run Northwesterly along the Southwestern ROW line of said Highway to its intersection with the South ROW line of Mississippi Highway 42,
402. thence run Westerly and along said South ROW line to the Western ROW line of Archie Smith Road,
403. thence run Northwesterly and along said Western ROW line and along the Western ROW line of Lott Town Road to its Intersection with the West line of the East 1/2 of the Southwest 1/4 of Section 5, T-5-N, R-14-W,
404. thence run North and along said West line to the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 5,
405. thence run East and along the North line of said Northeast 1/4 of the Southwest 1/4 to the Northeast corner of said Northeast 1/4 of the Southwest 1/4,
406. thence run South and along the East line of said Northeast 1/4 of the Southwest 1/4 to the Northwest corner of the Southwest 1/4 of the Southeast 1/4,
407. thence run East and along the North line of said Southwest 1/4 of the Southeast 1/4 to the Northeast corner of said Southwest 1/4 of the Southeast 1/4,
408. thence run South and along the East line of said Southwest 1/4 of the Southeast 1/4 to the North ROW line of said Mississippi Highway 42,

409. thence run Easterly and along said North ROW line to its Intersection with the West line of Section 4, T-5-N, R-14-W,
410. thence continue Easterly along said North ROW line for 630 feet,
411. thence run North for 364.85 feet,
412. thence run West for 522.43 feet,
413. thence run North for 133.11 feet,
414. thence run west for 107.43 feet to said west line of said Section 4,
415. thence run North along said west line to the Southwestern bank of Bouie River,
416. thence run Southeasterly along said Southwestern bank to its intersection with the North line of the S-1/2 of the S-1/2 of Section 14, T-5-N, R-14-W,
417. thence run West to a point 370 feet West of the NE Corner of the SE-1/4 of the SW-1/4 of said Section 14,
418. thence run South to the intersection with the Southern margin line of Peps Point Road,
419. thence run Southwesterly along the Southern margin line of said Road to its intersection with the Northeasterly ROW line of U.S. Highway No. 49,
420. thence run Southeasterly along the Northeasterly ROW line of said Highway to its intersection with the centerline of Big Creek,
421. thence run Easterly along the centerline of Big Creek to its intersection with the Southwestern Bank of Bouie River,
422. thence run Southeasterly along the Southwestern Bank of Bouie River to its intersection with the North line of the NW-1/4 of the NW-1/4 of Section 3, T-4-N, R-13-W, Forrest County, Mississippi, and back to the Point of Beginning.

In the event the decision of the Chancery Court of Lamar County results in the denial of the April 7, 2015, annexation Ordinance No. 3155, the corporate limits and boundaries of the City of Hattiesburg, Mississippi, lying and being in Lamar and Forrest Counties, Mississippi, as enlarged, extended and fixed by this Amended Ordinance shall be as follows, to-wit:

**CITY OF HATTIESBURG
EXISTING CORPORATE LIMITS WITH
PROPOSED AREAS "PAA 1," "PAA 2," AND "PAA 3,"
PROVIDED THE CHANCERY COURT DENIES THE 2015 ANNEXATION
ORDINANCE NOW PENDING BEFORE IT**

1. Beginning at the intersection of the Southwesterly bank of Bouie River and the North line of the NW-1/4 of the NW-1/4 of Section 3, T-4-N, R-13-W, in the County of Forrest, State of Mississippi,
2. and thence run East along the North line of Section 3, to the intersection of the Southwesterly bank of Bouie River with the North line of the E-1/2 of said Section 3,
3. thence run Southeasterly along the Southwesterly bank of Bouie River to its intersection with the Western Bank of Leaf River,

4. thence run Southeasterly along the Western Bank of Leaf River to a point where it intersects with the south line of Section 32, T-4-N, R-12-W,
5. thence run Westerly along the South line of said Section 32 to its SW Corner, said Corner being the same as the NE Corner of Section 6, T-3-N, R-12-W,
6. thence run South along the Eastern line of Section 6, T-3-N, R-12-W, to the SE Corner of said Section 6,
7. thence run West along the South line of Section 6, T-3-N, R-12-W, and along the South line of Section 1 and 2, T-3-N, R-13-W, to the intersection with the Eastern ROW line of U.S. Highway No. 49,
8. thence run Southeasterly along the Eastern ROW line of said Highway to its intersection with the South line of Section 25, T-3-N, R-13-W,
9. thence run West to the intersection with the Western ROW line of U.S. Highway No. 49,
10. thence run Northwesterly along the Western ROW line of said Highway to its intersection with the Southern ROW line of U.S. Highway No. 98,
11. thence run Westerly along the Southern ROW line of said Highway to its intersection with an extension of the western margin line of the Walker Road,
12. thence run Northerly with and along said extension and along the western margin line of said Walker Road to its intersection with the Western margin line of the Carter Pitt Road,
13. thence run Northwesterly along the Western margin line of Carter Pitt Road to its intersection with the Western margin line of the Elks Lake Road,
14. thence run Northerly along the Western margin line of said Elks Lake Road to its intersection with the North line of Section 3, T-3-N, R-13-W,
15. thence run West along the North line of Section 3, 4 and 5, all in T-3-N, R-13-W, to the NE Corner of the NW-1/4 of said Section 5, T-3-N, R-13-W,
16. thence run South to the NW Corner of the SW-1/4 of the SE-1/4 of said Section 5,
17. thence run East along the North line of said SW-1/4 of the SE-1/4 to the NE Corner of the said SW-1/4 of the SE-1/4,
18. thence run South along the East line of said SW-1/4 of the SE-1/4 to the SE Corner of said quarter, also being the South line of Section 5,
19. thence run West along the South line of Section 5 to the intersection of the South line of said Section 5 and the Southern ROW line of Ira Hudson Road,
20. thence run Northwesterly along said Southern ROW line to the intersection of said Southern ROW line of said road and the West line of the said SW-1/4 of the SE-1/4,
21. thence run South to the SE Corner of the SW-1/4 of said Section 5,
22. thence run West along the South line of Section 5 to its intersection with the Western ROW line of Interstate Highway No. 59,
23. thence run Northwesterly along the Western ROW line of said Highway No. 59 to the intersection with the South line of the SE

- 1/4 of the NE 1/4 of Section 6, T-3-N, R-13-W, Forrest County, Mississippi, and said ROW line,
24. thence run N89°21'41"W along the said South line of the said SE-1/4 of the NE-1/4 for 684.46 feet more or less, to the East line of the Graham's Pine Acres Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Forrest County,
 25. thence run N34°02'44"W 74.33 feet more or less, to the SE corner of Lot 1 of said Subdivision,
 26. thence run N33°18'47"W along the East line of said Lot 1 for 189.08 feet more or less, to the NE corner of said Lot 1,
 27. thence run N39°17'15"W along the East line of said Lot 2 for 212.63 feet to the SE corner of Lot 3 of said Subdivision,
 28. thence run N37°39'51"W along the East line of said Lot 3 for 208.99 feet to the SE corner of Lot 4 of said Subdivision,
 29. thence run N40°20'19"W along the East line of said Lot 4 for 209.89 feet to the SE corner of Lot 5 of said Subdivision,
 30. thence run S72°48'24"W along the South line of said Lot 5 for 110.17 feet,
 31. thence run N38°57'10"W for 99.67 feet,
 32. thence run S72°27'16"W for 100.00 feet,
 33. thence run N38°54'31"W for 109.98 feet to the SW corner of Lot 6 of said Subdivision,
 34. thence run N72°29'45"E along the South line of said Lot 6 for 210.39 feet to the SE corner of said Lot 6,
 35. thence run N39°11'30"W along the East line of said Lot 6 for 209.35 feet to the SE corner of Lot 7 of said Subdivision,
 36. thence run N37°58'56"W along the East line of said Lot 7 for 209.90 feet to the SE corner of Lot 8 of said Subdivision,
 37. thence run N29°18'20"W along the East line of said Lot 8 for 210.12 feet to the NE corner of said Lot 8,
 38. thence run S75°07'29"W along the North line of said Lot 8 for 211.22 feet to the East margin line of Sullivan-Kilrain Road,
 39. thence run Southwesterly for 37.43 feet, more or less, to the west margin line of Sullivan-Kilrain Road and the Southeast corner of the James H. And Patricia D. McPhail property,
 40. thence run South 69°24'05" West for 241.42 feet,
 41. thence run South 28°37'30" East for 350.00 feet,
 42. thence run South 67°58'41" West for 181.60 feet,
 43. thence run South 39°02'26" East for 249.49 feet,
 44. thence run South 24°18'54" West for 193.28 feet,
 45. thence run North 89°25'02" West for 594.50 feet to the East Right-of-way of U.S. Highway No. 11,
 46. thence continue North 89°25'02" west for 106.82 feet, more or less, to the West Right-of-way of U.S. Highway No. 11,
 47. thence run Northeasterly along said West Right-of-way for 252.00 feet more or less to a 4-1/2" round concrete monument,
 48. thence run N87°39'06"W for 940.43 feet more or less to a 4-1/2" round concrete monument,
 49. thence run N00°41'57"E for 607.52 feet more or less to a 4-1/2" round concrete monument and the NW corner of the SE-1/4 of the NW-1/4 of Section 6, T-3-N, R-13-W, Forrest County, Mississippi,

50. thence run N89°05'44"E for 1,223.44 feet more or less to the West Right-of-Way of U.S. Highway No. 11,
51. thence run Northeasterly along said West Right-of-Way for 571.50 feet, more or less, to the West Right-of-Way of Sullivan-Kilrain Road,
52. thence run North 09°27'32" West along the West Right-of-Way of Sullivan-Kilrain Road for 155.01 feet,
53. thence run N09°06'09"W along said West margin line for 567.83 feet to the North line of Section 6, T-3-N, R-13-W, Forrest County, Mississippi,
54. thence run N88°16'08"W for 38.02 feet to the NW Corner of the NW 1/4 of the NE 1/4 of said Section 6,
55. thence continue West along the North line of Section 6, to the NW Corner of said Section 6, said point being on the Forrest County/Lamar County line,
56. thence run North along the Forrest County/Lamar County line to the intersection of the East line of Section 25, T-4-N, R-14-W, Lamar County, Mississippi, with the West Right-of-Way line of Interstate Highway No. 59,
57. thence run in a Northwesterly direction following the West Right-of-Way line to a point of intersection with the South line of the Mississippi Power Company property as recorded in Deed Book 4F page 195, of the land records of Lamar County, Mississippi;
58. thence run West along the South line of said property to the Southwest corner thereof;
59. thence run North along the West line of said property as recorded in Deed Book 4F pages 195 and 197 and with an extension of said West line to a point of intersection with the Northern Boundary of Richburg Road;
60. thence run Northeasterly along said Northern boundary to a point of intersection with the East line of the West ½ of the West ½ of the Northeast ¼ of said Section 25, T-4-N, R-14-W, Lamar County, Mississippi;
61. thence run North along and with said East line to the North line of said Section 25;
62. thence run West along said North line to the Northwest corner of the Northeast ¼ of said Section 25;
63. thence run North along the Half Section line of Section 24, Township 4 North, Range 14 West, to the Southeast corner of the Northwest ¼ of said Section 24;
64. thence run West along and with the South line of said Northwest ¼ to the Southwest corner of said Northwest ¼;
65. thence run North along and with the West line of said Section 24 to a point marking the Southeast corner of the William Wicht property as recorded in Deed Book 4G page 168 of the land records of Lamar County, Mississippi;
66. thence run West along and with the South line of said property to the Southwest corner thereof, said point also being the Southeast corner of the Alex Currie property as recorded in Deed Book 5E page 974 of the land records of Lamar County, Mississippi;
67. thence run West along and with said property line and an extension thereof to a point on the Southwest right-of-way line of Sandy Run Road;

68. thence run Northwesterly along and with the Southwest right-of-way to a point at the intersection of an extension of the West line of the Robert Weathers property as recorded in Deed Book 9V page 439;
69. thence run North along and with the extension and the West line of said property to Northwest corner thereof and being on the North line of Section 23, Township 4 North, Range 14 West;
70. thence run East along and with the North line of said Section 23, said line also being the South line of Section 14, T-4-N, R-14-W, Lamar County, Mississippi, to the Western Row line of Oak Grove Road,
71. thence run Northeasterly along the said Western ROW line for 447.95 feet more or less, to the Southern property corner described in Deed Book 15-X, Page 200, Lamar County, Mississippi;
72. thence run N41°44'03"W for 115.09 feet,
73. thence run N48°22'37"E for 143.23 feet,
74. thence run S41°37'57"E for 115.30 feet more or less to the Western ROW line of said Oak Grove Road,
75. thence run Northeasterly along said ROW for 45.38 feet more or less, to a iron pin described in said Deed Book and Page,
76. thence run N42°27'00"W for 109.19 feet, all of which are described in said Deed Book 15-X, Page 200, Lamar County, Mississippi;
77. thence run N04°00'00"E for 214.00 feet,
78. thence run S71°00'00"E for 298.30 feet more or less to the Western ROW line of the said Oak Grove Road; said two calls are described in Deed Book 14-H, Page 144, Lamar County, Mississippi,
79. thence run along said ROW line for 161.49 feet more or less to the Southeastern corner of the property described in Deed Book 18-D, Page 175, Lamar County, Mississippi,
80. thence run N81°33'00"W for 198.48 feet more or less to the edge of a pond,
81. thence run Northwesterly and along the edge of said Pond for 169.39 feet as described in said Deed Book 18-D, Page 175; said point also being the Southwestern corner of the property described in Deed Book, 17-A, Page 414, Lamar County, Mississippi; from said corner run N03°00'00"E and along said pond for 61.00 feet,
82. thence N56°19'00"E for 91.30 feet,
83. thence run N76°56'00"E for 30.00 feet as described in the above said Deed Book 17-A, Page 414; said point also being the Southwestern Corner of the property described in Deed Book 10-M, Page 344, Lamar County, Mississippi,
84. from said point run N08°05'00"E for 231.00 feet more or less to the South line of the East-1/2 of the NE-1/4 of the SW-1/4, Section 14, T-4-N, R-14-W, Lamar County, Mississippi;
85. thence run West along said South line for 236.57 feet more or less to the SW corner of the said East-1/2 of the NE-1/4 of the SW-1/4,
86. thence run North along the West line of the said East-1/2 of the NE-1/4 of the SW-1/4 for 459.40 feet,
87. thence run East for 147.60 feet,
88. thence run North for 147.60 feet,
89. thence run East for 630.94 feet more or less to the Western ROW line of Weathersby Road,

90. thence continue West for 115.11 feet more or less to the Eastern ROW line of Oak Grove Road,
91. thence run in a Southwesterly Direction and along said ROW line for 2,316.00 feet more or less to the intersection with the Eastern ROW line of the said Oak Grove Road and the South line of the said Section 14, T-4-N, R-14-W, Lamar County, Mississippi;
92. thence run east to the Northeast corner of the afore mentioned Section 23, said point also being the Southwest corner of Section 13, Township 4 North, Range 14 West;
93. thence run North along and with the West line of said Section 13 to the Northwest corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 13, Township 4 North, Range 14 West;
94. thence run East along and with the North line of the South $\frac{1}{4}$ of Section 13 to a point at the intersection with the West right-of-way line of Interstate Highway No. 59;
95. thence run North along the West right of way line of Interstate Highway No. 59 to the intersection with the Southern right-of-way line of Oak Grove Road (Old Highway No. 11);
96. thence run Southwesterly along said Southern ROW line for 800 feet, more or less, to a point being 80 feet due West of the West line of Foxgate Avenue,
97. thence run South for 399.80 feet,
98. thence run East for 80 feet to a point on the West line of Foxgate Avenue,
99. thence run South along the West line of Foxgate Avenue for 1037.90 feet to a point on the North line of Fox Terrace,
100. thence run West along the North line of Fox Terrace for 346 feet,
101. thence run North for 20 feet to a point on the South line of Section 12, T-4-N, R-14-W, Lamar County, Mississippi,
102. thence run West along the South line of said Section 12 for 20.70 feet,
103. thence run North for 140 feet,
104. thence run West for 70 feet,
105. thence run South for 140 feet,
106. thence run West for 83.80 feet to a point on the East line of the Lamar Park Estates Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County, said point being 20 feet North of the SE Corner of Lot 10, Block 3, of said Subdivision,
107. thence run Northerly along the East line of the Lamar Park Estates Subdivision for 759 feet,
108. thence run East for 95.50 feet to a point on the West line of the SW- $\frac{1}{4}$ of the SE- $\frac{1}{4}$ of said Section 12,
109. thence run North along the West line of the said SW- $\frac{1}{4}$ of the SE- $\frac{1}{4}$ for 449.80 feet to the intersection with the Southern ROW line of Oak Grove Road (Old Highway No. 11),
110. thence run Southwesterly along said Southern ROW line to the intersection with the extension of the Western ROW line of Westover Drive,
111. thence run North along the West ROW line of Westover Drive and its extension to a point where said ROW widens,

112. thence run S36°20'00"W along said ROW line of the widening
 of Westover Drive and Oak Grove Road (Old Highway No. 11) for
 216.40 feet,
113. thence run N28°58'00"W for 157.20 feet,
114. thence run S61°02'00"W for 150 feet,
115. thence run S28°50'00"E for 200 feet to the Northern ROW line
 of Oak Grove Road (Old Highway No. 11),
116. thence run S55°32'00"W along said ROW line for 180.40 feet,
117. thence run N12°19'00"W, record N12°15'00"W, for 377.60 feet,
118. thence run S89°00'00"W for 239 feet, record 238.70 feet,
119. thence run S12°15'00"E for 460 feet, to the Northern ROW
 line of Oak Grove Road (Old Highway No. 11),
120. thence run S60°57'00"W along said Northern ROW line for
 614.90 feet,
121. thence run North for 140 feet,
122. thence run West for 110 feet,
123. thence run North for 558.61 feet,
124. thence run West for 312 feet,
125. thence run South for 208 feet,
126. thence run East for 211.30 feet to the West line of North
 Cox Avenue,
127. thence run S09°45'00"E along said west line for 50.50 feet,
128. thence run West for 195 feet,
129. thence run South for 210 feet,
130. thence run S04°45'00"E for 82.20 feet,
131. thence run S65°39'00"W for 204.90 feet,
132. thence run S21°21'00"E for 345 feet to the Northern ROW line
 of Oak Grove Road (Old Highway No. 11),
133. thence run Southwesterly along said Northern ROW line for
 193 feet,
134. thence run N23°30'00"W for 577.50 feet,
135. thence run West for 290 feet,
136. thence run S67°00'00"W for 301.60 feet to the intersection
 with the west line of Section 12, T-4-N, R-14-W, Lamar County,
 Mississippi,
137. thence run South along the west line of Section 12 to the SE
 Corner of the N-1/2 of the SE-1/4 of the SE-1/4 of Section 11, T-
 4-N, R-14-W, Lamar County, Mississippi,
138. thence run West along and with the South line of the N-1/2
 of the SE-1/4 of the SE-1/4 of said Section 11 to the Southwest
 corner thereof;
139. thence run North along and with the West line of the SE-1/4
 of the SE-1/4 of said Section 11 to the NW corner of the SE-1/4 of
 the SE-1/4 of said Section 11 ,
140. thence run West 596.40 feet, more or less, along the South
 line of the NW-1/4 of the SE-1/4 to a point which bears
 S89°16'50"W and is 660 feet from the NW Corner of the SW-1/4 of
 the SE-1/4 of Section 11, T-4-N, R-14-W, Lamar County,
 Mississippi, said NW corner has previously been relocated and re-
 established by a decree in Chancery Court,
141. thence run S00°43'10"E for 68.53 feet,
142. thence run S87°46'50"W for 36.20 feet,
143. thence run S43°10'50"W for 99.80 feet,
144. thence run S31°53'50"W for 70.40 feet,

145. thence run S02°13'10"E for 84.80 feet,
146. thence run S34°57'10"E for 36 feet,
147. thence run N87°46'50"E for 21.30 feet,
148. thence run S01°07'58"W for 138.32 feet,
149. thence run S18°53'16"W for 78.60 feet,
150. thence run West for 206.35 feet,
151. thence run North for 193.08 feet,
152. thence run West for 324.27 feet to the East R.O.W. of Weathersby Road,
153. thence run South along said East R.O.W. for 244.71 feet to a point which intersects an extension of the North margin of North Lane;
154. thence run West 46.98 feet, more or less, to the intersection of the West R.O.W. of Weathersby Road and the North margin line of North Lane,
155. thence run North 89°30'25" West along said North Margin 408.58 feet,
156. thence run South 89°47'48" West for 200 feet,
157. thence run North 00°12'12" West 10 feet,
158. thence run South 89°47'45" West 81.26 feet, more or less, to the East line of Lakewood Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County,
159. thence run North 00°25'23" East for 567.59 feet,
160. thence run West 280.93 feet to the East R.O.W. of Lakewood Drive,
161. thence run South 89°24'03" West for 50 feet to the West R.O.W. of Lakewood Drive,
162. thence run South 00°27'23" East along said West R.O.W. for 200 feet to the Southeast corner of Lot 15 of said Lakewood subdivision,
163. thence run West and along the South line of said Lot 15 for 269.05 feet to the Southwest corner of said Lot 15,
164. thence run South 00°27'23" East for 1,097.00 feet to the Southwest corner of Lot 26 of said Lakewood Subdivision,
165. thence run South 89°41'45" West for 9.48 feet,
166. thence run South 00°13'49" East for 30.71 feet to a cotton spindle in Shears Drive,
167. thence run North 89°47'22" West for 276 feet,
168. thence run South 00°25'21" East for 662.94 feet,
169. thence run North 89°47'22" West for 1,098.23 feet,
170. thence run North 04°54'02" West for 62.64 feet,
171. thence run North 01°19'32" West for 290.54 feet,
172. thence run North 00°27'46" East for 153.54 feet,
173. thence run North 00°17'04" East for 74.56 feet,
174. thence run North 00°27'07" West for 81.79 feet, said point being 51.89 feet West of the Southwest corner of said Section 11,
175. thence run West along the Section line common to Sections 10 and Section 15, all in Township 4 North, Range 14 West, to the NE corner of the NE ¼ of the NW ¼ of said Section 15;
176. thence run South a distance of 1320 feet, more or less, to the SE corner of the NE ¼ of the NW ¼ of said Section 15;
177. thence run West a distance of 900 feet, more or less; to a point on the South line of the NE ¼ of the NW ¼ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi, which

point is 1705.50 feet East of the NW corner of the SW ¼ of the NW ¼ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi, and also being the NE corner of property described in the first legal description appearing in the Land Deed Book 13-S at Page 652 in the Office of the Chancery Clerk of Lamar County, Mississippi,

178. thence run South 660 feet,
179. thence run S89°52'27"E for 287.75 feet;
180. thence run S03°23'30"E for 661.24 feet;
181. thence run S89°58'52"E for 1818.24 feet,
182. thence run S00°49'39"E for 1218.905 feet;
183. thence run S88°56'03"W for 278.02 feet;
184. thence run N02°33'32"W for 85.55 feet;
185. thence run N52°08'30"W for 126.78 feet;
186. thence run N30°03'53"E for 53.56 feet;
187. thence run N73°04'19"W for 155.05 feet;
188. thence run S21°14'51"W for 207.07 feet to the North margin line of Lincoln Road Extension (Sandy Run Road);
189. thence run N68°11'11"W along said North margin for 336.88 feet;
190. thence run N00°02'27"E for 177.69 feet;
191. thence run S89°46'05"W for 209.74 feet;
192. thence run S00°09'44"E for 105.00 feet to said North margin;
193. thence run N71°32'27"W along said North margin line for 164.00 feet;
194. thence run N00°47'48"W for 210.00 feet;
195. thence run N72°06'30"W for 104.85 feet to a point on the west line of the said NW ¼ of the SE ¼, of said Section 15;
196. thence run S01°34'07"W for 212.21 feet, to the said North margin line;
197. thence run N71°40'19"W along said North margin line for 502.495 feet;
198. thence continue along said North margin line N71°24'03"W for 200.04 feet;
199. thence run N00°20'21"E for 667.21 feet to the south line of the NW ¼ of Section 15, Township 4 North, Range 14 West, Lamar County Mississippi,
200. thence run N89°52'27"W on and along said south line 232.76 feet;
201. thence run South for 382 feet,
202. thence run North 60°02'00" West for 340.60 feet;
203. thence run South 21°45'00" West for 156.90 feet, more or less, to the North Right-of-Way of Sandy Run Road;
204. thence run Northwesterly on and along said Right-of-Way for 1031.16 feet,
205. thence run North 190.05 feet;
206. thence run North 70°04'11" West for 165.74 feet;
207. thence run North for 934.62 feet to a point being 312 feet due East of the NW corner of the SW ¼ of the NW ¼ of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi;
208. thence run East for 900 feet, more or less, to the NE corner of the SW 1/4 of the NW 1/4 of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi;

209. thence run North for 660 feet, more or less, to the SE corner of the NE 1/4 of the NW 1/4 of the NW 1/4 of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi;
210. thence run West for 667.73 feet, more or less, to the SW corner of the NE 1/4 of the NW 1/4 of the NW 1/4 of Section 15, Township 4 North, Range 14 West, Lamar County, Mississippi;
211. thence run North on and along the West line of the NE 1/4 of the NW 1/4 of the NW 1/4 of said Section 15 for 260 feet,
212. thence run West for 500 feet, more or less, to the NE corner of the property described in Deed Book 13-V, Page 600, in the Office of the Chancery Clerk of Lamar County, Mississippi (after excepting therefrom the South 60 feet as provided for in said Deed at said Book and Page);
213. thence run South for 205.02 feet, more or less, to the SE corner of said property;
214. thence run West for 170 feet, more or less, to the SW corner of said property and the East Right-of-Way of Hegwood Road;
215. thence run North along said East Right-of-Way for 600 feet, more or less, to the North line of Section 16, Township 4 North, Range 14 West, Lamar County, Mississippi;
216. thence run West on and along said North line for 1320 feet, more or less, to the NE corner of the NW 1/4 of the NE 1/4 of said Section 16,
217. thence run South 00°17'42" East for 1146.04 feet, more or less, to the North line of that certain 16th Section lease and contract recorded in Deed Book 10-W, Page 7 in the Office of the Chancery Clerk of Lamar County, Mississippi;
218. thence run South 00°31'52" East on and along the East line of said property for 178.83 feet more or less to the Northwest corner of the SE 1/4 of the NE 1/4 of Section 16, T-4-N, R-14-W, Lamar County Mississippi,
219. thence run Easterly along the North line of the said SE 1/4 of the NE 1/4 for 1276.80 feet more or less to the Western ROW line of Hegwood Drive;
220. thence run Southerly on and along the said Western ROW line of Hegwood Drive for 905 feet more or less to the Northern ROW line of Lincoln Road Extension;
221. thence run South for 100 feet to the Southern ROW line of Lincoln Road Extension;
222. thence run Southwesterly and along said Southern ROW line for 516.25 feet more or less to the intersection with the said Southern ROW line of Lincoln Road Extension and an East line of the above said property,
223. thence run South 00°19'40" East for 231.22 feet, more or less, to the SE corner of said property,
224. thence run West for 1098 feet, more or less, to the NE corner of property described in that certain 16th Section land lease and contract recorded in Book 12-C at Page 163 in the Office of the Chancery Clerk of Lamar County, Mississippi;
225. thence run South for 1309.60 feet, more or less, to the SE corner of said property;
226. thence run West for 1572.59 feet, more or less, to the SW corner of said property as described in that certain 16th Section land lease and contract recorded in Book 12-C at Page 163 in the

- office of the Chancery Clerk of Lamar County, Mississippi, and to the East Right-of-Way of Norton Road (commonly referred to as Old Highway No. 11);
227. thence run Southerly along and with said East right-of-way line to a point at the intersection of the South line of Section 16, Township 4 North, Range 14 West;
 228. thence run West along and with said South line to the SW corner of said Section 16;
 229. thence run North along and with said West line of Section 16, Township 4 North, Range 14 West, to the Northeast corner of the Woodstone subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County,
 230. thence run s88°22'09"W and along the North line of said subdivision to the Eastern ROW line of Woodstone Drive,
 231. thence run Northwesterly along said Eastern ROW line to the Northern ROW line of said Woodstone Drive,
 232. thence run Southwesterly along said Northern ROW line to the Eastern ROW line of Woodstone Boulevard,
 233. thence run Northwesterly and along said Eastern ROW line to its Intersection with the extension of the Northwestern line of Woodstone Phase II subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County,
 234. thence run S37°25'06"W to and along said Northwestern line for 514.23 feet, more or less,
 235. thence run N88°18'39"W and along said Northwestern line for 649.49 feet to the West line of the Northeast 1/4 of Section 17, T-4-N, R-14-W,
 236. thence run N00°23'40"W and along said West line to the Southeast corner of Lot 1 of Unit 2, Lake Serene subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County,
 237. thence run s84°22'45"W and along the south line of Lots 1 through 19 of said subdivision for 2,299.4 feet to the Southwest corner of said Lot 19,
 238. thence run N31°07'15"E and along the West Line of said Lot 19 for 82.6 feet,
 239. thence run N27°31'15"W and along the West Line of said Lot 19 for 205.0 feet,
 240. thence run N46°36'E and along the west Line of said Lot 19 to the Southern ROW line of U.S. Highway 98,
 241. thence run Southwesterly and along said Southern ROW line for 494 feet more or less to the East line of Lot 92 of Unit 1, Revised, Lake Serene subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County, Mississippi,
 242. thence run S14°44'W and along the South line of said Lot 92 for 275 feet more or less,
 243. thence run S50°35'W and along the South line of Lots 92 and 91 of said subdivision for 180.0 feet,
 244. thence run S11°20'W and along the South line of Lot 91 of said subdivision for 179.6 feet,
 245. thence run S56°34'W and along the South line of Lots 90 and 89 of said subdivision for 244.6 feet,

246. thence run N85°12'W and along the South line of Lot 89 of said subdivision for 2.6 feet to the Southwest corner of said Lot 89,
247. thence run N05°37'W and along the East line of Lot 88 of said subdivision to the Intersection with the Southern ROW line of U.S. Highway 98,
248. thence run Southwesterly along said Southern ROW line for 220.00 feet to the East line of Lot 86 of said subdivision,
249. thence run S05°37'E and along said East line to the South line of said Lot 86,
250. thence run S84°23'W and along the South line of Lots 86, 85, 84, 83, 82, 81, 78, 14, 11, 10, 9, 8, 7, 6, 5, 4, and 3 of said subdivision for 2,686.12 feet to the Southwest corner of said Lot 3,
251. thence run N00°45'W and along the West line of said Lot 3 to the Southern ROW line of U.S. Highway 98,
252. thence run N89°28"W for 77 feet more or less to the West ROW line of Cole Road,
253. thence run N00°32'E and along said West ROW line for 70.00 feet to the Cole Road sight flare,
254. thence run N69°29'53"W and along said sight flare for 219.27 feet to the Southern ROW line of U.S. Highway 98,
255. thence run Southwesterly along said Southern ROW line to its intersection with the East line of Section 14, T-4-N, R-15-W,
256. thence run South and along said East line to the Southeast corner of the Northeast 1/4 of said Section 14,
257. thence run West and along the South line of said Northeast 1/4 to the Southwest corner of said Northeast 1/4,
258. thence run North and along the West line of said Northeast 1/4 to its intersection with the Southern ROW line of U.S. Highway 98,
259. thence run Southwesterly and along said Southern ROW line to the west line of Section 14, T-4-N, R-15-W,
260. thence run North and along said West line to the Northern ROW line of U.S. Highway 98,
261. thence run Northeasterly and along said Northern ROW line to the Eastern ROW line of Graham Road,
262. thence run N02°36'54"W and along said Eastern ROW line for 423.50 feet,
263. thence run N00°26'01"E and along said Eastern ROW line for 210.00 feet,
264. thence run N81°07'03"E for 366.39 feet,
265. thence run S02°36'54"E for 535.00 feet to said Northern ROW line of U.S. Highway 98,
266. thence run Northeasterly along said Northern ROW line to the west line of the property described in the Warranty Deed at Book 4-T, Page 48, as recorded in the office of the Chancery Clerk for Lamar County,
267. thence run North and along said west line for 1,158.8 feet to the Northwest corner of the property described in the Warranty Deed at Book 5-I, Page 13, as recorded in the office of the Chancery Clerk for Lamar County,
268. thence run East to the Eastern ROW line of Mississippi Highway 589,

269. thence run Southeasterly and along said Eastern ROW line to the Northern ROW line of U.S. Highway 98,
270. thence run Northeasterly along said Northern ROW line to the West line of Section 13, T-4-N, R-15-W,
271. thence run North along said West line to the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of said Section 13,
272. thence run N00°04'W and along said west line for 660 feet,
273. thence run N89°57'E for 479.37 feet,
274. thence run S34°50'55"E for 316.73 feet,
275. thence run S00°04'E for 99.63 feet,
276. thence run N84°01'E for 17.94 feet,
277. thence run S10°16'28"E for 260.73 feet to the Northern ROW line of U.S. Highway 98,
278. thence run Northeasterly and along said Northern ROW line to the East line of Section 13, T-4-N, R-15-W,
279. thence run North and along said East line for 844.5 feet to the Southwest corner of Section 7, T-4-N, R-14-W,
280. thence run N00°08'E and along the West line of said Section 7 for 330 feet,
281. thence run East for 1,414.42 feet to the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 7,
282. thence run S00°10'E and along said East line for 301.79 feet to the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of said Section 7,
283. thence run Easterly and along said South line to the Southwest corner of the Southwest 1/4 of the Southeast 1/4, of said Section 7,
284. thence run N00°14'10"E and along the West line of said Southwest 1/4 of the Southeast 1/4 for 1,006.30 feet,
285. thence run S89°55'01"E for 1,428.64 feet to the East line of said Southwest 1/4 of the Southeast 1/4,
286. thence run S00°34'E and along said East line to the Northwest corner of Lot 4 of the Lake Serene North Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Lamar County,
287. thence run N84°23'E and along the North line of said Lot 4 for 338.0 feet to the West ROW line of Mackerel Drive,
288. thence run N04°37'W and along said West ROW line for 64.4 feet, more or less, to the Westerly Extension of the North line of Lot 3 of said Lake Serene North subdivision,
289. thence run N84°23'E for 50.00 feet to the Northwest corner of Lot 3 of said Lake Serene North subdivision,
290. thence continue N84°23'E and along the North line of said Lot 3 for 243.3 feet,
291. thence run S36°05'E and along the North line of said Lot 3 for 68.9 feet to the Northeast corner of said Lot 3,
292. thence run S04°23'E and along the East line of said Lot 3 for 423.9 feet to the Northern ROW line of U.S. Highway 98,
293. thence run Northeasterly along said Northern ROW line to the West line of Lot 83 of said Lake Serene North subdivision,
294. thence run N04°40'W and along said West line for 9.6 feet,
295. thence run N14°11'E and along said West line for 203.4 feet,
296. thence run N28°26'E and along said West line for 163.9 feet,

297. thence run N30°55'E and along said west line for 137.0 feet,
298. thence run N19°06'E and along said west line for 29.5 feet
to the Northwest corner of said Lot 83
299. thence run N84°22'39"E and along the North line of Lots 83,
82, 81, 80 and 79 of said Lake Serene North subdivision for 871.0
feet to the Northwest corner of Lot 78 of said Lake Serene North
subdivision,
300. from said Northwest corner run in an Easterly direction on
and along the Northern boundary line of Lots 78, 77, 76 and 75 of
the said Lake Serene North Subdivision for 760.00 feet more or
less to the Northwesterly corner of Lot 73 of said subdivision,
301. thence run N65°30'00"E along the Northern line of said Lot
73 for 477.30 feet more or less to the Northeasterly corner of lot
73 and the Western ROW line of Baracuda Drive;
302. thence run Northeasterly at right angles and perpendicular
to said Western ROW line for 50 feet to the Northeastern ROW line
of Baracuda Drive;
303. thence run Northwesterly on and along the said ROW line for
63.37 feet more or less to the Northwest corner of Lot 58 of the
Rolling Hills Subdivision, as per map or plat thereof on file in
the office of the Chancery Clerk for Lamar County,,
304. thence run Northwesterly along the Northeastern ROW line of
Baracuda Drive for 313.5 feet to the Northwest corner of lot 57 of
said subdivision;
305. thence run N76°18'E and along the North line of said lot 57
for 228.5 feet,
306. thence run N62°56'E and along the North line of Lot 56 of
said subdivision for 101.1 feet,
307. thence run N70°10'E and along the North line of Lot 56, 55
and 54 of said subdivision for 239.3 feet,
308. thence run S83°38'E and along the North line of Lot 54 and
53 of said subdivision for 138.3 feet,
309. thence run N62°47'E and along the North line of Lot 53 and
52 of said subdivision for 86.2 feet,
310. thence run S81°15'E and along the North line of Lot 52 and
51 of said subdivision for 178.9 feet,
311. thence run N78°08'E and along the North line of Lot 50 and
49 of said subdivision for 223.5 feet,
312. thence run N71°54'E and along the North line of Lot 48, 47
and 46 of said subdivision for 272.3 feet,
313. thence run S81°09'E and along the North line of Lot 46 and
45 of said subdivision for 101.2 feet,
314. thence run N38°19'E and along the North line of Lot 45 of
said subdivision for 108.1 feet,
315. thence run S00°31'E and along the East line of Lot 45 of
said subdivision for 796.9 feet to the Northeastern ROW line of
Windlass Drive,
316. thence run Southeasterly along said Eastern ROW line for
195.00 feet more or less to the Northwest corner of Lot 44 of the
said Rolling Hills Subdivision;
317. thence run N48°52'00"E along the Northwest line of said Lot
44 for 530.80 feet more or less to the Northeast corner of said
Lot 44, said point also being the Northwest corner of Lot 43 of
the said subdivision;

318. thence run N89°23'00"E along the North line of said Lot 43 for 218.30 feet more or less to the East line of the SE ¼ of the SE ¼, of Section 8, T-4-N, R-14-W, Lamar County, Mississippi,
319. thence run North to a point of intersection with the Westerly extension of the North line of the William Hover property as recorded in Deed Book 12-0 page 510 of the land records of Lamar County, Mississippi;
320. thence run East along said extension and North line to the Northeast corner of said William Hover property as recorded in Deed Book 12-0 page 510 of the land records of Lamar County, Mississippi;
321. thence run Northeasterly to the Southwest corner of the Northwest ¼ of Section 10, Township 4 North, Range 14 West, Lamar County, Mississippi,
322. thence run North along and with the West line of Section 10 to a point on the East right-of-way line of Gravel Pit Road;
323. thence run Northeasterly along and with said right-of-way line to a point marking the Northwest corner of the Josh Morris property as recorded in Deed Book 12-Y page 599;
324. thence run Easterly along the North line of the Josh Morris property to the Northeast corner thereof;
325. thence Southerly along the East line of the Josh Morris property to the SE corner thereof and being on the North line of Section 10, Township 4 North, Range 14 West;
326. thence run East along said North line to the Northeast corner of Section 10, T-4-N, R-14-W, Lamar County, Mississippi, said point being also the Southwest corner of Section 2, T-4-N, R-14-W,
327. thence run North along the West line of the Southwest ¼ of said Section 2, for 355 feet, more or less, to the Southernmost right-of-way of West 4th Street,
328. thence run in an Easterly direction along the aforementioned Southern right-of-way for 1200.75 feet,
329. thence run S 06°50'51" W for 10.94 feet,
330. thence run S 01°24'52" W for 40.55 feet,
331. thence run S 01°15'31" W for 51.15 feet,
332. thence run S 07°03'42" E for 367.38 feet to the South line of said Section 2, said point being 1308.20 feet East of the Southwest corner of said Section 2,
333. thence run East along the North line of Section 11 and Section 12, Township 4 North, Range 14 West, to the intersection with the West ROW line of Interstate Highway No. 59,
334. thence run Northerly along the said West ROW line of Interstate Highway No. 59 to the South line of Section 36, T-5-N, R-14-W, Forrest County, Mississippi;
335. thence run West along the South line of Section 36 to a Concrete Monument at the SW corner of Section 36, T-5-N, R-14W, Forrest County, Mississippi, said corner also being the NE corner of Section 2, T-4-N, R-14-W, Lamar County Mississippi;
336. thence run S00°38'37"E along the East line of said Section 2 for 2270.18 feet to a ½" Rebar and the North Right of Way Line of the Longleaf Trace Rails to Trails (Mississippi Central Railroad Co.) (Illinois Central Gulf Railroad),

337. thence run N76°03'42"W along the said Right of Way Line for 1093.48 feet to a ½" Rebar,
338. thence run S13°56'18"W along said Right of Way Line for 50.00 feet to a ½" Rebar,
339. thence run N76°03'42"W along said Right of Way Line for 1646.69 feet to a ½" Rebar and the West Line of the Northeast ¼ of Section 2;
340. thence run S00°42'36"W along said West Line for 92.73 feet more or less to the South Right-of-Way of Longleaf Trace Rails to Trails,
341. thence run in a Northwesterly direction along said South Right-of-way for 4115.00 feet, more or less, to the Northeast corner of that portion of The Community of Greystone that lies South of the Longleaf Trace Rails to Trails,
342. thence run S 00°04'43" W for 393.53 feet,
343. thence run N 89°58'08" W for 1299.26 feet,
344. thence run S 89°52'39" W for 2621.35 feet to the East Right-of-Way of Jackson Road,
345. thence run N 00°57'29" W along said East Right-of-Way for 271.11 feet to the South Right-of-Way of the Longleaf Trace Rails to Trails,
346. thence run North along said East Right-of-Way for 100 feet to the North Right-of-Way of the Longleaf Trace Rails to Trails,
347. thence run N 00°06'42" W along said East Right-of-Way for 390.26 feet,
348. thence run N 00°50'17" E along said East Right-of-Way of Jackson Road for 551.82 feet to the South line of Section 34, T-5-N, R-14-W, Forrest County, Mississippi,
349. thence run West along the South line of said Section 34 and Section 33 to the SW Corner of Section 33, T-5-N, R-14-W,
350. thence run North to the NW Corner of said Section 33,
351. thence run East along the North line of said Section 33 to a point that is 430.00 feet due West of the NE corner of said Section 33,
352. thence run North for 120.00 feet,
353. thence run East for 430.00 feet
354. thence run South for 120.00 feet to the NE corner of Section 33, T-5-N, R-14-W,
355. thence run East along the North lines of Sections 34, 35 and 36, all in T-5-N, R-14-W, to the NW Corner of the NE-1/4 of said Section 36,
356. thence run North to the NE Corner of the SE-1/4 of the SW-1/4 of Section 25, T-5-N, R-14-W
357. thence run West to a point 840 feet East of the SW Corner of the NE-1/4 of the SW-1/4 of said Section 25,
358. thence run North for 630 feet,
359. thence run West for 840 feet to a point on the West line of the said NE-1/4 of the SW-1/4,
360. thence run North to a point on the Southwesterly ROW line of U.S. Highway No. 49,
361. thence run Northwesterly along the Southwesterly ROW line of said Highway for 347 feet,
362. thence run S 35°43' W to the Northeasterly margin line of Old Rawls Springs Road,

363. thence run Northwesterly along the Northeasterly margin line of said Road for 420 feet, more or less, to the Southernmost corner of the Spring Forrest Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk for Forrest County,
364. thence run Northeasterly along the Southeasterly boundary of said Subdivision to the intersection with the Southwesterly R.O.W. line of U.S. Highway No. 49,
365. thence run Northwesterly along the Southwesterly R.O.W. line of said Highway to the intersection with the North line of Section 25, T-5-N, R-14-W,
366. thence run West along the South line of Section 24 and 23, both in T-5-N, R-14-W, to the intersection with the Northeasterly margin line of Old Rawls Springs Road,
367. thence run Northwesterly along the Northeasterly margin line of said Road for 641 feet,
368. thence run N79°09'E for 183.8 feet,
369. thence run N80°E for 115 feet,
370. thence run N30°W for 105 feet,
371. thence run N80°E for 135 feet,
372. thence run N00°34'E for 520 feet to the Southwestern R.O.W. line of U.S. Highway No. 49,
373. thence run Northwesterly along the Southwestern ROW line of said Highway to its intersection with the South ROW line of Mississippi Highway 42,
374. thence run Westerly and along said South ROW line to the Western ROW line of Archie Smith Road,
375. thence run Northwesterly and along said Western ROW line and along the Western ROW line of Lott Town Road to its Intersection with the West line of the East 1/2 of the Southwest 1/4 of Section 5, T-5-N, R-14-W,
376. thence run North and along said West line to the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 5,
377. thence run East and along the North line of said Northeast 1/4 of the Southwest 1/4 to the Northeast corner of said Northeast 1/4 of the Southwest 1/4,
378. thence run South and along the East line of said Northeast 1/4 of the Southwest 1/4 to the Northwest corner of the Southwest 1/4 of the Southeast 1/4,
379. thence run East and along the North line of said Southwest 1/4 of the Southeast 1/4 to the Northeast corner of said Southwest 1/4 of the Southeast 1/4,
380. thence run South and along the East line of said Southwest 1/4 of the Southeast 1/4 to the North ROW line of said Mississippi Highway 42,
381. thence run Easterly and along said North ROW line to its Intersection with the West line of Section 4, T-5-N, R-14-W,
382. thence continue Easterly along said North ROW line for 630 feet,
383. thence run North for 364.85 feet,
384. thence run West for 522.43 feet,
385. thence run North for 133.11 feet,

386. thence run West for 107.43 feet to said west line of said Section 4,
387. thence run North along said west line to the Southwestern bank of Bouie River,
388. thence run Southeasterly along said Southwestern bank to its intersection with the North line of the S-1/2 of the S-1/2 of Section 14, T-5-N, R-14-W,
389. thence run West to a point 370 feet west of the NE Corner of the SE-1/4 of the SW-1/4 of said Section 14,
390. thence run South to the intersection with the Southern margin line of Peps Point Road,
391. thence run Southwesterly along the Southern margin line of said Road to its intersection with the Northeasterly ROW line of U.S. Highway No. 49,
392. thence run Southeasterly along the Northeasterly ROW line of said Highway to its intersection with the centerline of Big Creek,
393. thence run Easterly along the centerline of Big Creek to its intersection with the Southwestern Bank of Bouie River,
394. thence run Southeasterly along the Southwestern Bank of Bouie River to its intersection with the North line of the NW-1/4 of the NW-1/4 of Section 3, T-4-N, R-13-W, Forrest County, Mississippi, and back to the Point of Beginning.

SECTION 3. The improvements the City will make – The City of Hattiesburg shall make the following improvements in said annexed territory to be completed within a reasonable time, not to exceed ten (10) years from the effective date of this Amended Ordinance, unless delayed by war or military preparedness:

- (a) Improve existing streets and drainage where necessary and economically feasible and legally permissible;
- (b) Install water lines, water service, sewage disposal lines, sewage treatment facilities and street lighting, where necessary and economically feasible and legally permissible;
- (c) Said services shall be furnished in the same manner as such services are being furnished to the present citizens of the municipality where necessary and economically feasible and legally permissible.

SECTION 4. The municipal services the City will provide – That the City of Hattiesburg shall furnish to the said annexed territory where legally permissible the following municipal and public services in the same manner and to the same extent as such services are being furnished to the present citizens of the municipality, such services being on the effective date of this Amended Ordinance, to-wit:

- a) Police Protection;
- b) Planning and Zoning;

- c) Fire Protection;
- d) Garbage removal;
- e) Trash and other debris removal;
- f) Pest control;
- g) Animal Control;
- h) Maintenance of existing streets, rights of way and drainage structures and facilities;
- i) Code enforcement;
- j) Parks and recreation service; and
- k) The right to exercise the ballot in municipal elections upon registering and meeting all statutory and, constitutional requirements and, if required, upon proper approval of the changes created by this Amended Ordinance under the Voting Rights Act of 1965, as amended, and the use and benefit of all other municipal services and facilities furnished by the City of Hattiesburg, Mississippi, to all of the present citizens of the municipality.

SECTION 5. Attorneys to file a Petition in Chancery Court – The City of Hattiesburg, Mississippi, through its attorneys, shall file a petition in the Chancery Court of Lamar County, Mississippi, and in the Chancery Court of Forrest County, Mississippi, which petition shall recite the fact of the adoption of this Amended Ordinance and shall pray for the approval, ratification and confirmation by the said Courts of the enlargement and extension of the municipal boundaries and limits of the City of Hattiesburg, Mississippi, as herein fixed and determined. Said petitions shall have attached thereto a certified copy of this Amended Ordinance and a plat or map showing the boundaries of the said City of Hattiesburg, Mississippi, as they will exist in the event such enlargement and extension becomes effective pursuant to this Amended Ordinance as provided for herein, in Section 2, above.

SECTION 6. Effective Date – That this Amended Ordinance shall become effective ten (10) days after the date of the entry of the Decree of the Chancery Court of Lamar County, Mississippi, and/or of the Chancery Court of Forrest County, Mississippi, ratifying, approving and confirming the enlargement and extension of the boundaries of the City of HATTIESBURG, Mississippi, as established by this Amended Ordinance and Decree of said Chancery Court(s).

SECTION 7. Compliance with 2016 state statutes regarding annexation of the majority of the population residing in certain census blocks – That Hattiesburg has complied with the requirements of Miss. Code Ann. § 21-1-27 in that Hattiesburg hereby certifies that more than fifty percent (50%) of the people who reside in the unincorporated area of the following census blocks within the territory proposed to be annexed shall be included in the proposed annexation.

Census blocks, or portions thereof, sought to be annexed wherein more than fifty percent (50%) of the persons residing within said block(s) are

sought to be annexed, and, where applicable, including those census blocks for which no population is reported:

PAA 1 – Highway 98 West:

TRACT	BLOCK GROUP	BLOCK
020202	2	2043
020202	2	2030
020202	3	3080
020202	3	3079
020202	2	2015
020202	2	2042
020202	3	3031
020202	2	2029
020202	3	3100
020202	3	3078
020202	2	2003
020202	3	3076
020202	2	2031
020202	3	3029
020202	3	3072
020500	1	1000
020202	3	3069
020202	2	2009
020500	1	1003
020500	1	1013

PAA 2 – Windlass Drive:

TRACT	BLOCK GROUP	BLOCK
020202	3	3085

PAA 3 – Highway 49 North:

TRACT	BLOCK GROUP	BLOCK
010200	3	3014
010200	3	3020
010200	3	3021
010200	3	3060
010200	3	3025
010200	3	3051
010200	3	3015
010200	3	3093

010200	3	3018
010200	3	3017
010200	3	3045
010200	3	3024
010200	3	3061
010200	3	3019
010200	3	3059
010200	3	3023
010200	3	3056
010200	3	3012
010200	3	3016
010200	3	3058

SECTION 8. Compliance with 2016 state statutes regarding annexation of fifty percent or fewer of the population residing in certain census blocks – That Hattiesburg has complied with the requirements of Miss. Code Ann. § 21-1-27 in that Hattiesburg hereby certifies that upon approval of the annexation, Hattiesburg shall cede any authority to provide zoning and subdivision regulation to the board of supervisors of the county in which the territory is located, to the extent allowable by law, if fifty percent (50%) or fewer people who reside in the unincorporated area of the following census blocks within such territory is not included in the proposed annexation.

Census blocks, or portions thereof, sought to be annexed wherein fifty percent (50%) or fewer persons residing within said block(s) are sought to be annexed:

PAA 1 – Highway 98 West:

TRACT	BLOCK GROUP	BLOCK
020202	3	3030
020202	2	2004
020202	3	3067
020202	2	2041
020202	3	3075
020202	2	2027
020202	3	3028
020202	3	3073
020100	4	4123
020202	1	1000
020500	1	1014
020100	4	4126
020100	4	4127
020202	1	1003

020500	1	1001
--------	---	------

PAA 2 – Windlass Drive:

TRACT	BLOCK GROUP	BLOCK
020202	3	3086

PAA 3 – Highway 49 North:

TRACT	BLOCK GROUP	BLOCK
010200	3	3055
010200	3	3057
010200	4	4003
010200	4	4004
010200	3	3050
010200	3	3011

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 16th day of August, 2016.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:

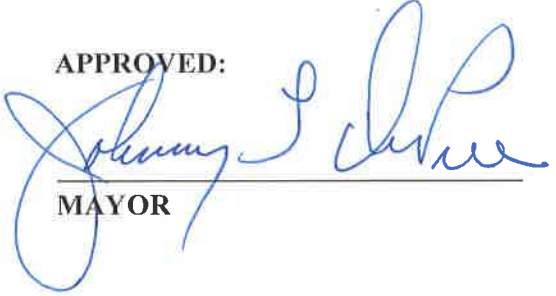

PRESIDENT

The above foregoing Ordinance having been submitted to and approved by the Mayor, this the 16th day of August, 2016.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2016-0159

File ID: 2016-0159

Type: Ordinance

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/05/2016

Brief Title: Comprehensive Zoning Ordinance Text Amendment
- 95.10 (3.1) (4) (B) (i), "Old Hwy 11: From
Intersection of Hwy 98 South to City Limits"

Final Action: 08/16/2016

Minute Book Number: MB2016-206

Title:

Adopt an Ordinance to amend the text of the Comprehensive Zoning Ordinance No. 2330, as amended, Article 5, Section 95.10 (3.1) (4), Corridor Designations, specifically adding Section 95.10 (3.1) (4) (B) (i), Community Business Corridors, to read "Old Hwy 11: From Intersection of Hwy 98 South to City Limits".
The Planning Commission voted to APPROVE on August 3, 2016.

Notes:

Sponsors:

Enactment Date:

Attachments: August PC Minutes (DRAFT), Staff Summary -
CORRIDOR DESIGNATION – Old Highway 11- Text
Change, Land Development Code Amendment -
Busby - Digital Billboard Hwy 11, Ordinance - Old
Hwy 11 (Text Amendment), executed Ordinance -
Old Hwy 11 (Text Amendment) ORD#3203

Enactment Number:

Contact:

Meeting Date: 08/16/2016

Drafter: Jeremy McNeil

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/16/2016	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Adopt an Ordinance (#3203) to amend the text of the Comprehensive Zoning Ordinance No. 2330, as amended, Article 5, Section 95.10 (3.1) (4), Corridor Designations, specifically adding Section 95.10 (3.1) (4) (B) (i), Community Business Corridors, to read "Old Hwy 11: From Intersection of Hwy 98 South to City Limits".

The Planning Commission voted to APPROVE on August 3, 2016.

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

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2016-0159

Title

Adopt an Ordinance to amend the text of the Comprehensive Zoning Ordinance No. 2330, as amended, Article 5, Section 95.10 (3.1) (4), Corridor Designations, specifically adding Section 95.10 (3.1) (4) (B) (i), Community Business Corridors, to read "Old Hwy 11: From Intersection of Hwy 98 South to City Limits".

The Planning Commission voted to APPROVE on August 3, 2016.

Summary

Comprehensive Zoning Ordinance Text Amendment - 95.10 (3.1) (4) (B) (i), "Old Hwy 11: From Intersection of Hwy 98 South to City Limits".

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
August 3, 2016**

The Hattiesburg Planning Commission did meet in a regular session on August 3, 2016 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Joseph White, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Dick Conville
 Eric Martin
 Linda McMurtrey, Vice-Chairman
 Mark Miller
 Joseph White, Chairman
 Jessie Wilson

Commissioners Absent: Judy Corts
 Peggy Horton, Secretary
 Don McCleskey
 Sandra Thompson

Also Present: Pattie Brantley, AICP, Director of Urban Development
 Ginger Maddox, Planning Division Manager
 Jeremy McNeil, Planner
 Steve Mitchell, Building Official

Chairman White declared the meeting of the Hattiesburg Planning Commission open and in session at 1:02 P.M.

INVOCATION

Commissioner White gave the invocation.

AGENDA REVIEW

There came the matter of the August 2016 Agenda. A request was made by Chairman White for a motion to approve the August 2016 Agenda with addition of the review and adoption of the July Special-Called Minutes for the proposed Land Development Code. A motion was made to approve by Commissioner Wilson and seconded by Commissioner Martin.

Commissioners voting aye: Dick Conville
 Eric Martin
 Linda McMurtrey, Vice-Chairman
 Mark Miller
 Jessie Wilson

Commissioners voting nay: None

MINUTES REVIEW

There came the matter of the July 6, 2016 and the Special Called Minutes. A request was made by Chairman White for a motion to approve the July 6, 2016 minutes and the July 27, 2016, Special-Called minutes. A motion was made by Commissioner Conville to approve the July 6, 2016, minutes and seconded by Commissioner Martin. A motion was made by Commissioner McMurtrey to approve the July 27, 2016, Special-Called Meeting minutes and seconded by Commissioner Wilson.

Commissioners voting aye: Dick Conville
Eric Martin
Linda McMurtrey, Vice-Chairman
Mark Miller
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS**BUILDING REPORT**

There came the matter of the Building Inspection Report. Steve Mitchell, Building Official, provided a report to the commission of monthly and YTD Permit information for July.

PLANNING REPORT

There came the matter of the Planning Report. Ginger Maddox, Planning Division Manager, informed the Commission of the City Council approval of the following items heard at the previous Planning Commission: Darlene Thomas, Image Signs & Neon Inc., Representative, on behalf of Chad Smith, Owner, Smith Brothers Collision Center, Variance, PPIN 26693; John Anglin, Clearpoint Consulting Engineers, Representative, Bernard Green, Owner, Variance, PPIN 8401; Scott Yadon, TLC Properties, Owner, Use Permit Upon Review; PPIN 26038; Kenton McNeese, Pine Belt Home Builders LLC, Variance, PPIN 16385; and the reappointment of Commissioner Dick Conville and Eric Martin. Also, Ms. Maddox announced to the Commission that Jeremy McNeil, Planner, has accepted a new Planning position. His last day with the City of Hattiesburg will be August 12, 2016.

CHAIRMAN'S REPORT

There came the matter of the Chairman's Report. There was none.

PUBLIC HEARING

Chairman White declared the Public Hearing open at 1:08 P.M. and read the rules and procedures of the hearing.

There came the matter of Item A (Text Amendment), by Leonard Busby, III, Capturion Network, LLC to amend the text of the Comprehensive Zoning Ordinance No. 2330, as amended, Article 5, Section 95.10 (3.1) (4), Corridor Designations, specifically adding Section 95.10 (3.1) (4) (B) (i), Community Business Corridors, to read “Old Hwy 11: From Intersection of Hwy 98 South to City Limits”.

	Name	Address	City/State
<u>Presented by:</u>	Leonard Busby	PO Box 6439	Laurel, MS
	- Representative, Capturion Network		
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner McMurtrey made a motion to approve the text amendment. The motion was seconded by Commissioner Wilson.

Commissioners voting aye: Dick Conville
Eric Martin
Linda McMurtrey, Vice-Chairman
Mark Miller
Jessie Wilson

Commissioners voting nay: None

There came the matter of Item B (Use Permit Upon Review), by Leonard Busby, III, Capturion Network, LLC, Applicant, on behalf of Mississippi Oil, LLC , Owner, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, to request a Use Permit Upon Review for a “Digital Billboard” as provided in Article 5, Section 95.10(3.1)(3) for certain property located on 4041 Old Hwy 11 (Lat/Lon: 31.314740, -89.411141) (Parcel 055D-16-035.000, PPIN 18771, Ward 3).

	Name	Address	City/State
<u>Presented by:</u>	Leonard Busby	PO Box 6439	Laurel, MS
	- Representative, Capturion Network		
<u>Proponents:</u>	None		
<u>Opponents:</u>	Norman Beasley	29 West Lake Rd	Hattiesburg, MS
	- Representative, Lamar Advertising		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Miller made a motion to approve the application for a Use Permit Upon Review because there is need to preserve and encourage the stability of the Hattiesburg business community. The motion was seconded by Commissioner Conville.

Commissioners voting aye: Dick Conville
Eric Martin
Linda McMurtrey, Vice-Chairman
Mark Miller
Jessie Wilson

Commissioners voting nay: None

There came the matter of Item C (Text Amendment) by Leonard Busby, III, Capturion Network, LLC to amend the text of the Comprehensive Zoning Ordinance No. 2330, as amended, Article 5, Section 95.10 (3.1) (4), Corridor Designations, specifically adding Section 95.10 (3.1) (4) (B) (j), Community Business Corridors, to read “Westover Drive: From Intersection of Highway 98 at Westover N to City Limit”.

	Name	Address	City/State
<u>Presented by:</u>	Leonard Busby	PO Box 6439	Laurel, MS
	- Representative, Capturion Network		
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Miller made a motion to deny. The motion was seconded by Commissioner McMurtrey.

Commissioners voting aye: Dick Conville
Eric Martin
Linda McMurtrey, Vice-Chairman
Mark Miller
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item D (Use Permit Upon Review), by Leonard Busby, III, Capturion Network, LLC, Applicant, on behalf of Mississippi Oil, LLC, Owner, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, to request a Use Permit Upon Review for a “Digital Billboard” as provided in Article 5, Section 95.10(3.1) for certain property located on 4401 Hardy Street (Lat/Lon: 31.325674, -89.356218) (Parcel 051J-12-039.000, PPIN 15030, Ward 3).

	Name	Address	City/State
<u>Presented by:</u>	Leonard Busby	PO Box 6439	Laurel, MS
	- Representative, Capturion Network		
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Miller made a motion to table the application until

September’s Planning Commission Meeting. The motion was seconded by Commissioner Conville.

Commissioners voting aye: Dick Conville
Eric Martin
Linda McMurtrey, Vice-Chairman
Mark Miller
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item E (Variance), by Terrell Wood, Headrick Outdoor Media, Applicant, on behalf of The First Bank, Owner, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, to request a variance from Article 5, Section 95.10 (3.1) (3) (E) which states spacing between Digital Billboards (Accessory Structure) and Static Billboards are a minimum radius of 1,250 feet and instead allow a distance of three hundred eighty nine (389) feet, seven hundred twelve (712)feet, and seven hundred fourteen (714) feet to three separate billboards for a variance of maximum eight hundred sixty one (861) feet located on Hwy 98 for a proposed Digital Billboard located on a certain property located at 6482 US Hwy 98 (Parcel 055D-16-015.000, PPIN 5577, Ward 3).

	Name	Address	City/State
<u>Presented by:</u>	Terrell Wood	One Freedom Square	Laurel, MS
	- Representative, Headrick Outdoor Media		
<u>Proponents:</u>	Chris Loper	464 Ovett Road	Ovett, MS
	- Representative, Headrick Outdoor Media		
<u>Opponents:</u>	Norman Beasley	29 West Lake Road	Hattiesburg, MS
	- Representative, Lamar Advertising		
	Leonard Busby	1734 Wansley Road	Laurel, MS
	- Representative, Capturion Network		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Miller made a motion to deny because special conditions and circumstances do not exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, Structures or building in the same district; literal interpretation of the provisions of this code would not deprive the applicant of rights commonly enjoyed by other properties is the same district under the terms of this code; special conditions and circumstances do result from the actions of the applicant; and granting the variance requested will confer on the applicant any special privilege that is denied by this code to other lands, structures, or buildings in the same district. Commissioner Miller stated that granting such a large distance variance in this case would render our billboard ordinance meaningless. The motion was seconded by Commissioner Wilson.

Commissioners voting aye: Dick Conville
Eric Martin
Linda McMurtrey, Vice-Chairman
Mark Miller
Jessie Wilson

Commissioners voting nay: None

There came the matter of Item F (Use Permit Upon Review), Terrell Wood, Headrick Outdoor Media, Applicant, on behalf of The First Bank, Owner, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, to request a Use Permit Upon Review for a “Digital Billboard” as provided in Article 5, Section 95.10(3.1) for certain property located on 6482 US Hwy 98 (Lat/Lon: 31.316932, -89.413830) (Parcel 055D-16-015.000, PPIN 5577, Ward 3).

	Name	Address	City/State
<u>Presented by:</u>	Terrell Wood	One Freedom Square	Laurel, MS
	- Representative, Headrick Outdoor Media		
<u>Proponents:</u>	None		
<u>Opponents:</u>	Leonard Busby	1734 Wansley Road	Laurel, MS
	- Representative, Capturion Network		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Miller made a motion to deny the Use Permit Upon Review because it does not meet the requirement of the Land Development Code. The motion was seconded by Commissioner McMurtrey.

Commissioners voting aye: Dick Conville
Eric Martin
Linda McMurtrey, Vice-Chairman
Mark Miller
Jessie Wilson

Commissioners voting nay: None

BUSINESS MEETING

There being no further business, Commissioner Wilson made a motion to adjourn the meeting. The motion was seconded at Commissioner Miller.

Joe White, Chairman

Pattie Brantley, AICP, Director of Urban Development.



**Planning Commission
Case Fact Sheet**

Purpose and Summary of Requests:

CORRIDOR DESIGNATION – Old Hwy 11

To add and amend the text of the Land Development Code, Ord. 2330, so that Section 95.10 (3.1) (4) (B) (i) reads: "Old Hwy 11: From Intersection of Hwy 98 South to City Limits". Text to read:

B. Community Business Corridors

The Community Business District is primarily a non-residential corridor surrounded by single and multi-family residential districts located along the city's interior roadways. In this district, certain residential and non-residential land uses may be found that exhibit suburban development patterns, as well as development patterns that complement the residential, pedestrian-oriented character of surrounding neighborhoods.

The characteristics of this district include less-intensive commercial uses than are found in the Regional Business District.

- a) U.S. Highway 49: From intersection at Old Highway 42 southward to intersection with Edwards Street.
- b) Old Highway 42: From intersection at Main Street eastward to city limit.
- c) Broadway Drive: From intersection at West Pine Street southwesterly to intersection with U.S. Highway 49.
- d) Hardy Street: From intersection at Interstate 59 eastward to intersection with U.S. Highway 49.
- e) Bouie Street: From intersection at Old Highway 42 south to intersection with East 4th Street.
- f) James Street (north): From the intersection at Edwards Street south to intersection with J.M. Tatum Industrial Drive.
- g) WSF Tatum Boulevard: From U.S. Highway 11 to U.S. Highway 49.
- h) Old Highway 42: From intersection at U.S. Highway 49 to Main Street.
- i) *Old Hwy 11: From Intersection of Hwy 98 South to City Limits.*

Applicable Regulations:

Section 95.10 (3.1) (4)

CORRIDOR DESIGNATION:

B. Community Business Corridors

The Community Business District is primarily a non-residential corridor surrounded by single and multi-family residential districts located along the city's interior roadways. In this district, certain residential and non-residential land uses may be found that exhibit suburban development patterns, as well as development patterns that complement the residential, pedestrian-oriented character of surrounding neighborhoods.

The characteristics of this district include less-intensive commercial uses than are found in the Regional Business District.

- a. U.S. Highway 49: From intersection at Old Highway 42 southward to intersection with Edwards Street.
- b. Old Highway 42: From intersection at Main Street eastward to city limit.
- c. Broadway Drive: From intersection at West Pine Street southwesterly to intersection with U.S. Highway 49.
- d. Hardy Street: From intersection at Interstate 59 eastward to intersection with U.S. Highway 49.
- e. Bouie Street: From intersection at Old Highway 42 south to intersection with East 4th Street.
- f. James Street (north): From the intersection at Edwards Street south to intersection with J.M. Tatum Industrial Drive.
- g. WSF Tatum Boulevard: From U.S. Highway 11 to U.S. Highway 49.
- h. Old Highway 42: From intersection at U.S. Highway 49 to Main Street.

**Applicable Comprehensive
Plan Language:**

Community Business District

The Community Business District is primarily a non-residential district located along the city's major roadways. In this district, certain residential and non-residential land uses may be found that exhibit suburban development patterns.

District Characteristics

The characteristics of this district include the following: moderate-density single-family residences and certain two-family and multi-family uses; mixed-use buildings and developments; suburban-style, higher-intensity business developments that provide services to the entire community; and less-intensive commercial uses than are found in the Regional Business District.

District Land Uses

The following land uses should be found in this district: residential uses; public and quasi-public uses, such as churches and schools; and general indoor retail, service and office land uses that do not require the outdoor storage of goods or equipment.

History / Background:

Old Hwy 11 from Hwy 98 south to the City Limits is currently proposed as an addition to the Community Business Corridor for Digital Billboards in the Proposed New Land Development Code. The Proposed New LDC draft will have been presented to the Hattiesburg Planning Commission, for recommendation to the City Council, on July 27, 2016. Adding it to the current text while proposed language is under review is premature given the adoption process of the Proposed New LDC.

Options:

Petition A

Recommend **APPROVAL** or **DENIAL** of the request to add and amend the text of the Land Development Code, Ord. 2330, so that Section 95.10 (3.1) (4) (B) (i) reads: "Old Hwy 11: From Intersection of Hwy 98 South to City Limits".

Date: June 21, 2016

**HATTIESBURG PLANNING COMMISSION (HPC)
PUBLIC HEARING APPLICATION REQUEST TO AMEND TEXT IN
THE COMPREHENSIVE PLAN 2008-2028, ADOPTED DECEMBER 16, 2008
ORDINANCE NO. 2330, AS AMENDED**

PLEASE PRINT APPLICATION**1. APPLICANT:**Leonard Busby, III

Name

PO Box 6439, Laurel, MS 39441

Mailing Address

601.428.4014

Telephone

Represented by:

(Other than Applicant)

2. TEXT TO BE AMENDED:Chapter No.: 95.10 (3.1) (4) Corridor DesignationsSubsection: B. Community Business Corridors**SUMMARY OF AMENDMENT:**ADD: Hwy 98 from Intersection of Hwy 98 and Hwy 11/Oak Grove Road South to City Limits

RECEIVED BY:



Urban Development Department Representative

DATE: 6-21-16

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

Return to: City of Hattiesburg
City Council Office
P.O. Box 1898
Hattiesburg, MS 39403
(601)545-4551

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____
OF THE
CITY OF HATTIESBURG, MISSISSIPPI

**AN ORDINANCE CHANGING AND AMENDING THE
LAND DEVELOPMENT CODE, ORDINANCE NO. 2330, AS AMENDED,
ARTICLE 5, SECTION 95.10 (3.1) (4) (B) (I), COMMUNITY BUSINESS CORRIDORS,
TO READ "OLD HWY 11: FROM INTERSECTION OF HWY 98 SOUTH TO CITY
LIMITS".**

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

SECTION 1. That the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, Article 5, Section 95.10 (3.1) (4) (B) (I), Community Business Corridors, be and the same is hereby changed and amended to read "Old Hwy 11: From intersection of Hwy 98 South to city limits" as a permitted corridor, and to hereinafter read as follows:

"95.10 (3.1)(4)(B)(I). Old Hwy 11: From intersection of Hwy 98 South to City limits"

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Land Development Code, Ordinance Number 2330, adopted December 5, 1989, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

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

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

YEAS: _____ NAYS: _____

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the _____ day of _____ A.D., 2016.

(S E A L)

ATTEST: _____ ADOPTED: _____

CLERK OF COUNCIL PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the _____ day of _____ A.D., 2016.

ATTEST: _____ APPROVED: _____

CITY CLERK MAYOR

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

Return to: City of Hattiesburg
City Council Office
P.O. Box 1898
Hattiesburg, MS 39403
(601)545-4551

INDEXING INSTRUCTIONS:

**ORDINANCE NUMBER 3203
OF THE
CITY OF HATTIESBURG, MISSISSIPPI**

**AN ORDINANCE CHANGING AND AMENDING THE
LAND DEVELOPMENT CODE, ORDINANCE NO. 2330, AS AMENDED,
ARTICLE 5, SECTION 95.10 (3.1) (4) (B) (I), COMMUNITY BUSINESS CORRIDORS,
TO READ "OLD HWY 11: FROM INTERSECTION OF HWY 98 SOUTH TO CITY
LIMITS".**

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

SECTION 1. That the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, Article 5, Section 95.10 (3.1) (4) (B) (I), Community Business Corridors, be and the same is hereby changed and amended to read "Old Hwy 11: From intersection of Hwy 98 South to city limits" as a permitted corridor, and to hereinafter read as follows:

"95.10 (3.1)(4)(B)(I). Old Hwy 11: From intersection of Hwy 98 South to City limits"

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Land Development Code, Ordinance Number 2330, adopted December 5, 1989, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

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

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

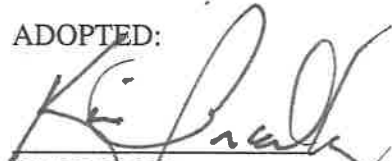
THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 16th day of August A.D., 2016.

(S E A L)

ATTEST:


CLERK OF COUNCIL

ADOPTED:

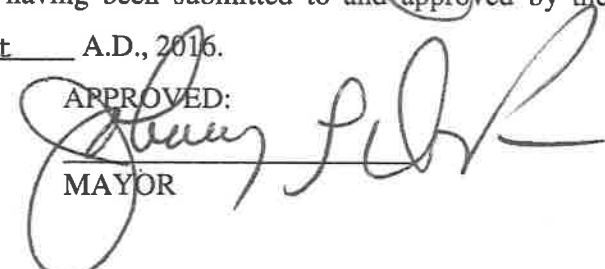

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 16th day of August A.D., 2016.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2016-0160

File ID: 2016-0160

Type: Ordinance

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/08/2016

Brief Title: Portion of a parcel on S. 31st Avenue - Rezoning -
(FBC) AMENDED

Final Action: 08/16/2016

Minute Book Number: MB2016-207

Title: Adopt an Ordinance amending Ordinance Number 3193, adopted April 19, 2016, and found at MB 2016-106-107, to correct the Parcel and PPIN description listed in the ordinance to read "Parcel 028N-07-081.00, PPIN 26494."

Notes:

Sponsors:

Enactment Date:

Attachments: ORD-Amending Ord. 3193 and correcting parcel and ppin descriptions, Petition R - Exhibit, Site Plan - The District at Midtown, executed ORD-Amending Ord. 3193 and correcting parcel and ppin descriptions ORD#3204

Enactment Number:

Contact:

Meeting Date: 08/16/2016

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/16/2016	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Adopt an Ordinance (#3204) amending Ordinance Number 3193, adopted April 19, 2016, and found at MB 2016-106-107, to correct the Parcel and PPIN description listed in the ordinance to read "Parcel 028N-07-081.00, PPIN 26494."							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2016-0160

Title

Adopt an Ordinance amending Ordinance Number 3193, adopted April 19, 2016, and found at MB 2016-106-107, to correct the Parcel and PPIN description listed in the ordinance to read "Parcel 028N-07-081.00, PPIN 26494."

Summary

Portion of a parcel on S. 31st Avenue - Rezoning (FBC) AMENDED

Budget Information

Expenditure Type

Purchasing Item

Publication Information

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____

AN ORDINANCE AMENDING ORDINANCE NUMBER 3193, ADOPTED APRIL 19, 2016, AND FOUND AT MB 2016-106-107, TO CORRECT THE PARCEL AND PPIN DESCRIPTION; CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A PORTION OF A CERTAIN PARCEL LOCATED ON S. 31ST AVENUE (PARCEL 028N-07-081.00, PPIN 26494, WARD 3) FROM THE MIDTOWN FORM BASED CODE, ARTICLE 2, SECTION 2.4, EM-2 (EMPLOYMENT) DISTRICT TO ARTICLE 2, SECTION 2.3, MX-3 (MIXED USE) DISTRICT. BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI:

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to APPROVE said change in zoning for the following reasons:

There is a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property.

Said properties are described as follows:

A part of the Northwest ¼ of the Southeast ¼ of Section 7, Township 4 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as Commencing at a ½ Inch Rebar representing the Southeast Corner of Block 5 of the Monte Vista Terrace Subdivision as per map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, thence run West for 363.19 feet, thence run South for 27.92 feet to a ½ Inch Rebar representing a Point on the Western Right of Way Line of South 31st Avenue, a paved public roadway, and the Point of Beginning; thence run S89°52'41"W for 288.72 feet to a ½ Inch Rebar, thence run N00°07'19"W for 48.23 feet to the Northwest Corner of a Parcel of Land currently owned by The Board of Trustees of State Institutions of Higher Learning, for and behalf of the University of Southern Mississippi, and described in Land Record Book 340, Page 487 thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi (Tax Parcel Id: 2-028N-07-081.00, PPIN: 26494), thence run

S88°24'50"E along the North Line of said Parcel for 293.99 feet to a Point on said Western Right of Way Line, thence run Southeasterly along an Arc to the Right and along said Western Right of Way Line for 3.83 feet to a Brass Disk, said Arc having a Radius of 398.35 feet, a Chord Bearing of S06°57'55"E and a Chord Distance of 3.83 feet, thence run S82°35'17"W along said Western Right of Way Line for 7.33 feet to a Brass Disk, thence run S02°53'18"E along said Western Right of Way Line for 34.79 feet to the Point of Beginning, comprising 0.29 Acres (12,677 Square Feet), more or less.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

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

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

YEAS:

NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the _____ day of _____ A.D., 2016.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the _____ day of _____ A.D., 2016.

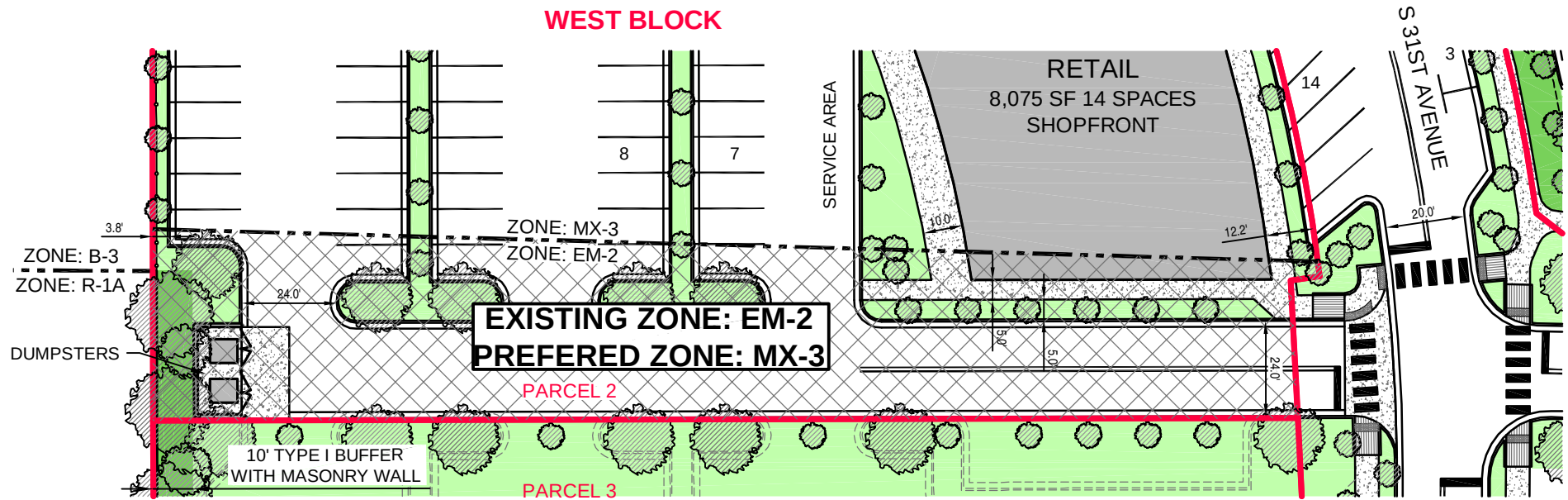
ATTEST:

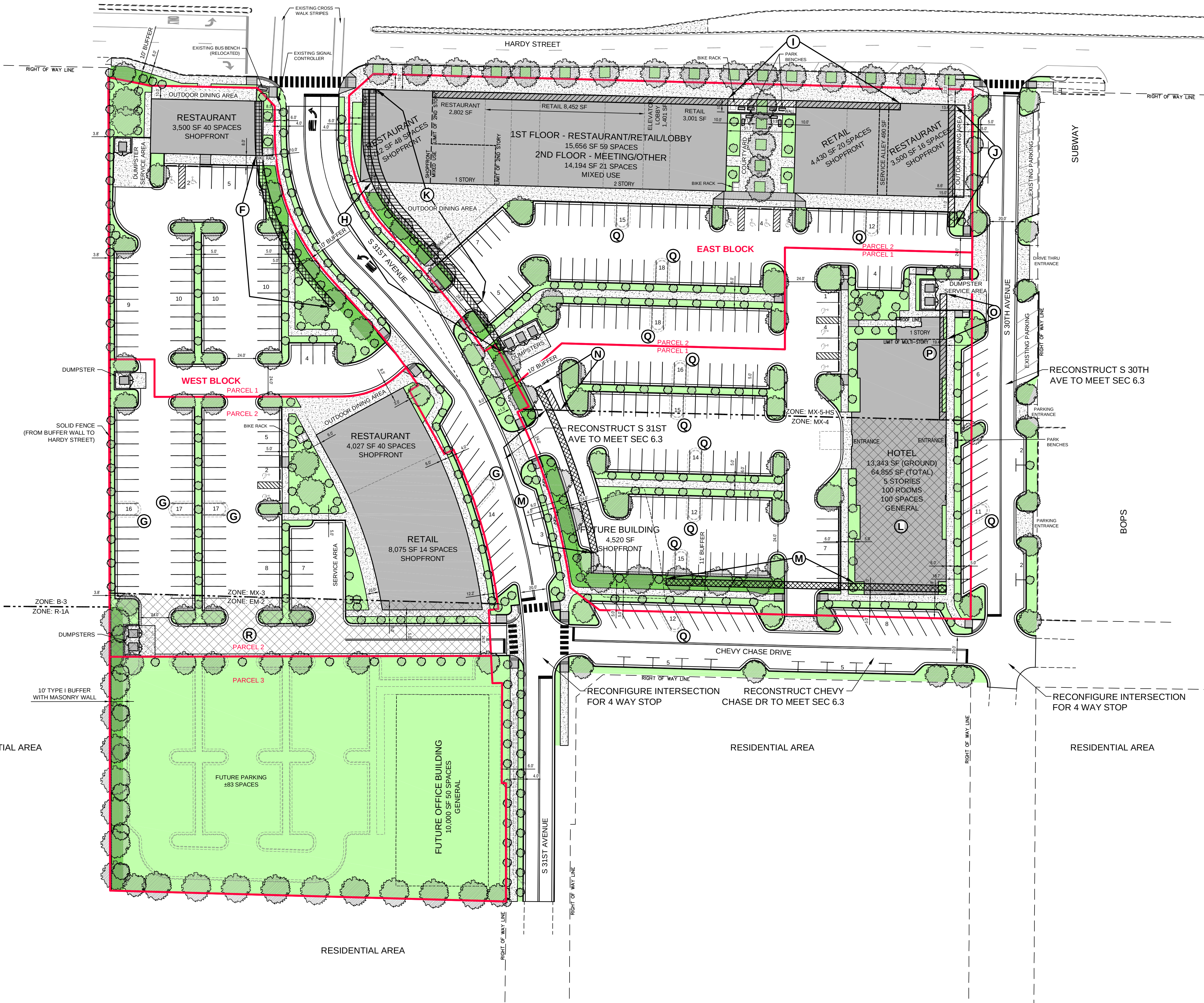
APPROVED:

CITY CLERK

MAYOR

EXHIBIT 'R'





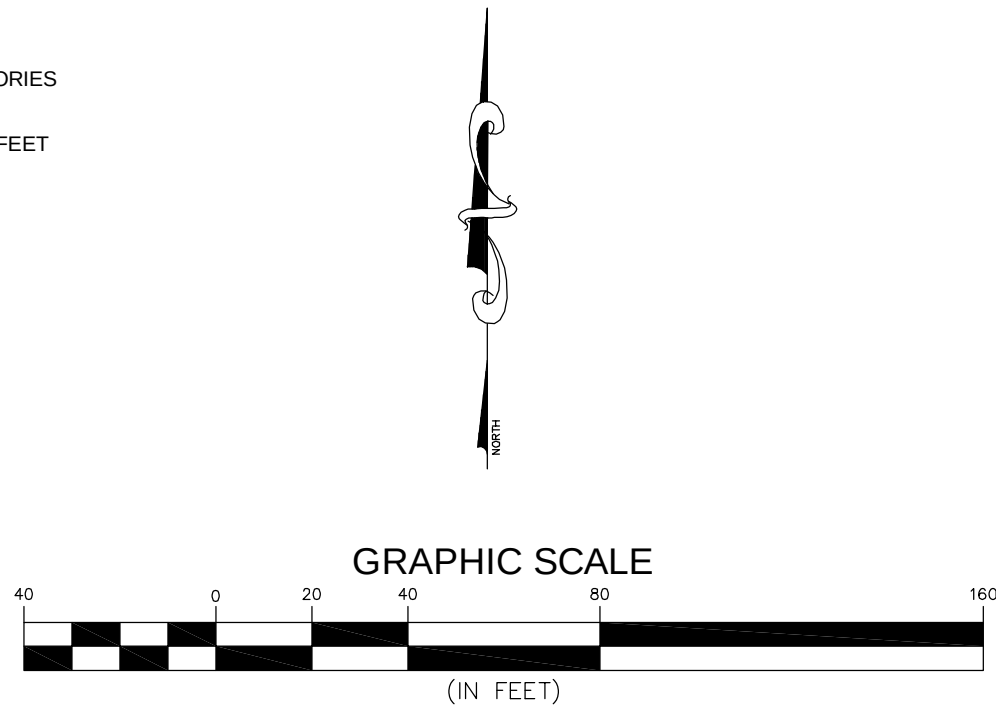
Parking Calculation by Usage							
Space Usage	Space	Units	Vehicle			Bicycle	
			Required	Desired	Provided	Required	Provided
Hotel	100	Units	100	100	100	7	0
Retail	23,958	SF	48	63	59	6	25
Restaurant	17,541	SF	88	174	161	5	10
Meeting	7,097	SF	15	16	15	1	0
Other	5,696	SF	12	5	5	1	0
Lobby	2,802	SF	0	0	0	0	0
On-Site Total (Includes ADA Spaces)			263	358	340	20	35
ADA Accessible Spaces			7	8	12		
Shared Spaces			0	0	20	0	0
Grand Total (Includes ADA Spaces)			263	358	360	20	35

Parking Totals by Block		
Block	Vehicle Spaces	Bicycle Spaces
West Block	136	10
East Block	204	25
Total	340	35

Internal Parking Islands by Block		
Block	Islands Required	Islands Provided
West Block	5	1
East Block	14	3
Total	19	4

Street Frontage Coverage Calculation					
Parcel - Zone - Street	Property Length	Units	Building Length	Coverage Required	Coverage Provided
West Block - Parcel 1 - MX-3	Hardy Street	127.8 Ft	85.0 Ft	70%	67%
	S 31st Avenue	240.0 Ft	41.2 Ft	70%	17%
West Block - Parcel 2 - MX-3	S 31st Avenue	227.6 Ft	180.0 Ft	70%	79%
West Block - Parcel 3 - EM-2	S 31st Avenue (Future Development)	186.2 Ft	0.0 Ft	70%	0%
East Block - Parcel 1 - MX-4	S 31st Avenue	162.7 Ft	0.0 Ft	70%	0%
	Chevy Chase Drive	303.1 Ft	69.1 Ft	70%	23%
East Block - Parcel 1 - 1st Floor MX-5-HS	S 30th Avenue	150.3 Ft	132.3 Ft	35%	88%
East Block - Parcel 1 - 2nd Floor MX-5-HS	S 31st Avenue	20.1 Ft	0.0 Ft	90%	0%
East Block - Parcel 1 - 2nd Floor MX-5-HS	S 30th Avenue	127.3 Ft	77.9 Ft	45%	61%
East Block - Parcel 2 - 1st Floor MX-5-HS	S 31st Avenue	20.1 Ft	0.0 Ft	75%	0%
	S 30th Avenue	127.3 Ft	61.0 Ft	75%	48%
East Block - Parcel 2 - 2nd Floor MX-5-HS	Hardy Street	258.3 Ft	70.0 Ft	90%	27%
	S 30th Avenue	472.2 Ft	448.5 Ft	90%	95%
East Block - Parcel 2 - 2nd Floor MX-5-HS	Hardy Street	123.3 Ft	70.0 Ft	45%	57%
	S 31st Avenue	258.3 Ft	0.0 Ft	75%	0%
East Block - Parcel 2 - 2nd Floor MX-5-HS	Hardy Street	472.2 Ft	248.0 Ft	75%	53%
	S 30th Avenue	123.3 Ft	0.0 Ft	75%	0%

- (L) MAXIMUM BUILDING HEIGHT ALLOWED: 4 STORIES
DESIGNED BUILDING HEIGHT: 5 STORIES
(P) MAXIMUM BUILDING SETBACK ALLOWED: 15 FEET
DESIGNED BUILDING SETBACK: 19.4 FEET
(R) EXISTING ZONE: EM-2
PREFERRED ZONE: MX-3



2	03/11/16	REVISED FOR PUBLIC HEARING	RES
1	03/08/16	REVISED COVERAGE CALC & ADDED PARCELS	RES
NO.	DATE	DESCRIPTION	BY
CONCEPTUAL SITE PLAN			
THE DISTRICT AT MIDTOWN MIDTOWN DEVELOPERS, LLC HATTIESBURG, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sdw.com			
Drawn by: RES		Checked by: SEM	
Date: 02-29-2016		Scale: AS NOTED	
Drawing No.: 15861		Sheet No.: 1 of 1	

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER 3204

AN ORDINANCE AMENDING ORDINANCE NUMBER 3193, ADOPTED APRIL 19, 2016, AND FOUND AT MB 2016-106-107, TO CORRECT THE PARCEL AND PPIN DESCRIPTION; CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A PORTION OF A CERTAIN PARCEL LOCATED ON S. 31ST AVENUE (PARCEL 028N-07-081.00, PPIN 26494, WARD 3) FROM THE MIDTOWN FORM BASED CODE, ARTICLE 2, SECTION 2.4, EM-2 (EMPLOYMENT) DISTRICT TO ARTICLE 2, SECTION 2.3, MX-3 (MIXED USE) DISTRICT. BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI:

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to APPROVE said change in zoning for the following reasons:

There is a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property.

Said properties are described as follows:

A part of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 7, Township 4 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as Commencing at a $\frac{1}{2}$ Inch Rebar representing the Southeast Corner of Block 5 of the Monte Vista Terrace Subdivision as per map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, thence run West for 363.19 feet, thence run South for 27.92 feet to a $\frac{1}{2}$ Inch Rebar representing a Point on the Western Right of Way Line of South 31st Avenue, a paved public roadway, and the Point of Beginning; thence run S89°52'41"W for 288.72 feet to a $\frac{1}{2}$ Inch Rebar, thence run N00°07'19"W for 48.23 feet to the Northwest Corner of a Parcel of Land currently owned by The Board of Trustees of State Institutions of Higher Learning, for and behalf of the University of Southern Mississippi, and described in Land Record Book 340, Page 487 thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi (Tax Parcel Id: 2-028N-07-081.00, PPIN: 26494), thence run

S88°24'50"E along the North Line of said Parcel for 293.99 feet to a Point on said Western Right of Way Line, thence run Southeasterly along an Arc to the Right and along said Western Right of Way Line for 3.83 feet to a Brass Disk, said Arc having a Radius of 398.35 feet, a Chord Bearing of S06°57'55"E and a Chord Distance of 3.83 feet, thence run S82°35'17"W along said Western Right of Way Line for 7.33 feet to a Brass Disk, thence run S02°53'18"E along said Western Right of Way Line for 34.79 feet to the Point of Beginning, comprising 0.29 Acres (12,677 Square Feet), more or less.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

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

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

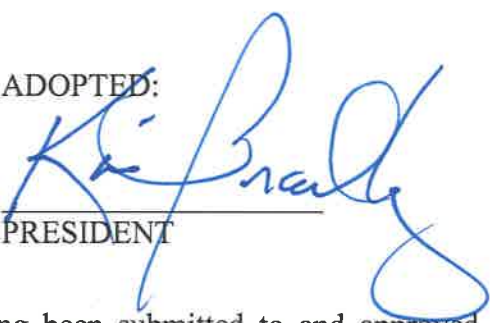
THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 16th day of August A.D., 2016.

(S E A L)

ATTEST:


CLERK OF COUNCIL

ADOPTED:

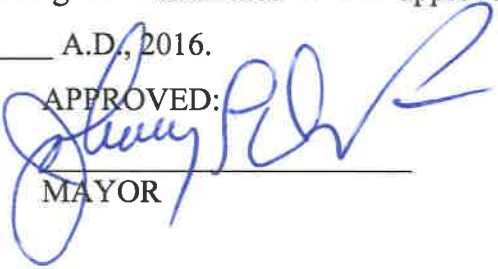

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 16th day of August A.D., 2016.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2016-2853

File ID: 2016-2853

Type: Regular Agenda Item

Status: Denied

Version: 1

Reference:

In Control: City Council

File Created: 08/08/2016

Brief Title: 6482 US Hwy 98- Variance

Final Action:

Minute Book Number: MB2016-207

Title: APPROVE or DENY a petition filed by Terrell Wood, Headrick Outdoor Media, Applicant, on behalf of The First Bank, Owner, to request a variance from Article 4, Section 95.10 (3.1) (3) (E) which states spacing between Digital Billboards (Accessory Structure) and Static Billboards are a minimum radius of 1,250 feet and instead allow a distance of three hundred eighty nine (389) feet, seven hundred twelve (712)feet, and seven hundred fourteen (714) feet to three separate billboards for a variance of maximum eight hundred sixty one (861) feet located on Hwy 98 for a proposed Digital Billboard located on a certain property located at 6482 US Hwy 98 (Parcel 055D-16-015.000, PPIN 5577, Ward 3).
The Planning Commission recommended to DENY on August 3, 2016.

Notes:

Sponsors:

Enactment Date:

Attachments: August PC Minutes (DRAFT), Image Sheet- 6482 US Hwy 98 (Variance), Staff Summary- 6482 US 98 (Variance), Application Summary- 6482 US Hwy 98 (Variance), Site Diagram and Billboard Specs- 6482 US 98 (Variance)

Enactment Number:

Contact:

Meeting Date:

Drafter: Jeremy McNeil

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/16/2016	Deny				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to DENY a petition filed by Terrell Wood, Headrick Outdoor Media, Applicant, on behalf of The First Bank, Owner, to request a variance from Article 4, Section 95.10 (3.1) (3) (E) which states spacing between Digital Billboards (Accessory Structure) and Static Billboards are a minimum radius of 1,250 feet and instead allow a distance of three hundred eighty nine (389) feet, seven hundred twelve (712)feet, and seven hundred fourteen (714) feet to three separate billboards for a variance of maximum eight hundred sixty one (861) feet located on Hwy 98 for a proposed Digital Billboard located on a certain property located at 6482 US Hwy 98 (Parcel 055D-16-015.000, PPIN 5577, Ward 3). The Planning Commission recommended to DENY on August 3, 2016.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

Abstain: 1 - Delgado

Yea: 4 Council Member Bradley
Council Member Carroll
Council Member Dryden
Council Member Naylor

Abstain: 1 Council Member Delgado

TEL-No Vote: 0

Text of Legislative File 2016-2853

Title

APPROVE or DENY a petition filed by Terrell Wood, Headrick Outdoor Media, Applicant, on behalf of The First Bank, Owner, to request a variance from Article 4, Section 95.10 (3.1) (3) (E) which states spacing between Digital Billboards (Accessory Structure) and Static Billboards are a minimum radius of 1,250 feet and instead allow a distance of three hundred eighty nine (389) feet, seven hundred twelve (712)feet, and seven hundred fourteen (714) feet to three separate billboards for a variance of maximum eight hundred sixty one (861) feet located on Hwy 98 for a proposed Digital Billboard located on a certain property located at 6482 US Hwy 98 (Parcel 055D-16-015.000, PPIN 5577, Ward 3).

The Planning Commission recommended to DENY on August 3, 2016.

Summary

6482 US Hwy 98 - Variance

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
August 3, 2016**

The Hattiesburg Planning Commission did meet in a regular session on August 3, 2016 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Joseph White, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Dick Conville
 Eric Martin
 Linda McMurtrey, Vice-Chairman
 Mark Miller
 Joseph White, Chairman
 Jessie Wilson

Commissioners Absent: Judy Corts
 Peggy Horton, Secretary
 Don McCleskey
 Sandra Thompson

Also Present: Pattie Brantley, AICP, Director of Urban Development
 Ginger Maddox, Planning Division Manager
 Jeremy McNeil, Planner
 Steve Mitchell, Building Official

Chairman White declared the meeting of the Hattiesburg Planning Commission open and in session at 1:02 P.M.

INVOCATION

Commissioner White gave the invocation.

AGENDA REVIEW

There came the matter of the August 2016 Agenda. A request was made by Chairman White for a motion to approve the August 2016 Agenda with addition of the review and adoption of the July Special-Called Minutes for the proposed Land Development Code. A motion was made to approve by Commissioner Wilson and seconded by Commissioner Martin.

Commissioners voting aye: Dick Conville
 Eric Martin
 Linda McMurtrey, Vice-Chairman
 Mark Miller
 Jessie Wilson

Commissioners voting nay: None

MINUTES REVIEW

There came the matter of the July 6, 2016 and the Special Called Minutes. A request was made by Chairman White for a motion to approve the July 6, 2016 minutes and the July 27, 2016, Special-Called minutes. A motion was made by Commissioner Conville to approve the July 6, 2016, minutes and seconded by Commissioner Martin. A motion was made by Commissioner McMurtrey to approve the July 27, 2016, Special-Called Meeting minutes and seconded by Commissioner Wilson.

Commissioners voting aye: Dick Conville
Eric Martin
Linda McMurtrey, Vice-Chairman
Mark Miller
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS**BUILDING REPORT**

There came the matter of the Building Inspection Report. Steve Mitchell, Building Official, provided a report to the commission of monthly and YTD Permit information for July.

PLANNING REPORT

There came the matter of the Planning Report. Ginger Maddox, Planning Division Manager, informed the Commission of the City Council approval of the following items heard at the previous Planning Commission: Darlene Thomas, Image Signs & Neon Inc., Representative, on behalf of Chad Smith, Owner, Smith Brothers Collision Center, Variance, PPIN 26693; John Anglin, Clearpoint Consulting Engineers, Representative, Bernard Green, Owner, Variance, PPIN 8401; Scott Yadon, TLC Properties, Owner, Use Permit Upon Review; PPIN 26038; Kenton McNeese, Pine Belt Home Builders LLC, Variance, PPIN 16385; and the reappointment of Commissioner Dick Conville and Eric Martin. Also, Ms. Maddox announced to the Commission that Jeremy McNeil, Planner, has accepted a new Planning position. His last day with the City of Hattiesburg will be August 12, 2016.

CHAIRMAN'S REPORT

There came the matter of the Chairman's Report. There was none.

PUBLIC HEARING

Chairman White declared the Public Hearing open at 1:08 P.M. and read the rules and procedures of the hearing.

There came the matter of Item A (Text Amendment), by Leonard Busby, III, Capturion Network, LLC to amend the text of the Comprehensive Zoning Ordinance No. 2330, as amended, Article 5, Section 95.10 (3.1) (4), Corridor Designations, specifically adding Section 95.10 (3.1) (4) (B) (i), Community Business Corridors, to read “Old Hwy 11: From Intersection of Hwy 98 South to City Limits”.

	Name	Address	City/State
<u>Presented by:</u>	Leonard Busby	PO Box 6439	Laurel, MS
	- Representative, Capturion Network		
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner McMurtrey made a motion to approve the text amendment. The motion was seconded by Commissioner Wilson.

Commissioners voting aye: Dick Conville
Eric Martin
Linda McMurtrey, Vice-Chairman
Mark Miller
Jessie Wilson

Commissioners voting nay: None

There came the matter of Item B (Use Permit Upon Review), by Leonard Busby, III, Capturion Network, LLC, Applicant, on behalf of Mississippi Oil, LLC , Owner, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, to request a Use Permit Upon Review for a “Digital Billboard” as provided in Article 5, Section 95.10(3.1)(3) for certain property located on 4041 Old Hwy 11 (Lat/Lon: 31.314740, -89.411141) (Parcel 055D-16-035.000, PPIN 18771, Ward 3).

	Name	Address	City/State
<u>Presented by:</u>	Leonard Busby	PO Box 6439	Laurel, MS
	- Representative, Capturion Network		
<u>Proponents:</u>	None		
<u>Opponents:</u>	Norman Beasley	29 West Lake Rd	Hattiesburg, MS
	- Representative, Lamar Advertising		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Miller made a motion to approve the application for a Use Permit Upon Review because there is need to preserve and encourage the stability of the Hattiesburg business community. The motion was seconded by Commissioner Conville.

Commissioners voting aye: Dick Conville
Eric Martin
Linda McMurtrey, Vice-Chairman
Mark Miller
Jessie Wilson

Commissioners voting nay: None

There came the matter of Item C (Text Amendment) by Leonard Busby, III, Capturion Network, LLC to amend the text of the Comprehensive Zoning Ordinance No. 2330, as amended, Article 5, Section 95.10 (3.1) (4), Corridor Designations, specifically adding Section 95.10 (3.1) (4) (B) (j), Community Business Corridors, to read “Westover Drive: From Intersection of Highway 98 at Westover N to City Limit”.

	Name	Address	City/State
<u>Presented by:</u>	Leonard Busby	PO Box 6439	Laurel, MS
	- Representative, Capturion Network		
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Miller made a motion to deny. The motion was seconded by Commissioner McMurtrey.

Commissioners voting aye: Dick Conville
Eric Martin
Linda McMurtrey, Vice-Chairman
Mark Miller
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item D (Use Permit Upon Review), by Leonard Busby, III, Capturion Network, LLC, Applicant, on behalf of Mississippi Oil, LLC, Owner, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, to request a Use Permit Upon Review for a “Digital Billboard” as provided in Article 5, Section 95.10(3.1) for certain property located on 4401 Hardy Street (Lat/Lon: 31.325674, -89.356218) (Parcel 051J-12-039.000, PPIN 15030, Ward 3).

	Name	Address	City/State
<u>Presented by:</u>	Leonard Busby	PO Box 6439	Laurel, MS
	- Representative, Capturion Network		
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Miller made a motion to table the application until

September’s Planning Commission Meeting. The motion was seconded by Commissioner Conville.

Commissioners voting aye: Dick Conville
Eric Martin
Linda McMurtrey, Vice-Chairman
Mark Miller
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item E (Variance), by Terrell Wood, Headrick Outdoor Media, Applicant, on behalf of The First Bank, Owner, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, to request a variance from Article 5, Section 95.10 (3.1) (3) (E) which states spacing between Digital Billboards (Accessory Structure) and Static Billboards are a minimum radius of 1,250 feet and instead allow a distance of three hundred eighty nine (389) feet, seven hundred twelve (712)feet, and seven hundred fourteen (714) feet to three separate billboards for a variance of maximum eight hundred sixty one (861) feet located on Hwy 98 for a proposed Digital Billboard located on a certain property located at 6482 US Hwy 98 (Parcel 055D-16-015.000, PPIN 5577, Ward 3).

	Name	Address	City/State
<u>Presented by:</u>	Terrell Wood	One Freedom Square	Laurel, MS
	- Representative, Headrick Outdoor Media		
<u>Proponents:</u>	Chris Loper	464 Ovett Road	Ovett, MS
	- Representative, Headrick Outdoor Media		
<u>Opponents:</u>	Norman Beasley	29 West Lake Road	Hattiesburg, MS
	- Representative, Lamar Advertising		
	Leonard Busby	1734 Wansley Road	Laurel, MS
	- Representative, Capturion Network		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Miller made a motion to deny because special conditions and circumstances do not exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, Structures or building in the same district; literal interpretation of the provisions of this code would not deprive the applicant of rights commonly enjoyed by other properties is the same district under the terms of this code; special conditions and circumstances do result from the actions of the applicant; and granting the variance requested will confer on the applicant any special privilege that is denied by this code to other lands, structures, or buildings in the same district. Commissioner Miller stated that granting such a large distance variance in this case would render our billboard ordinance meaningless. The motion was seconded by Commissioner Wilson.

Commissioners voting aye: Dick Conville
Eric Martin
Linda McMurtrey, Vice-Chairman
Mark Miller
Jessie Wilson

Commissioners voting nay: None

There came the matter of Item F (Use Permit Upon Review), Terrell Wood, Headrick Outdoor Media, Applicant, on behalf of The First Bank, Owner, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, to request a Use Permit Upon Review for a “Digital Billboard” as provided in Article 5, Section 95.10(3.1) for certain property located on 6482 US Hwy 98 (Lat/Lon: 31.316932, -89.413830) (Parcel 055D-16-015.000, PPIN 5577, Ward 3).

	Name	Address	City/State
<u>Presented by:</u>	Terrell Wood	One Freedom Square	Laurel, MS
	- Representative, Headrick Outdoor Media		
<u>Proponents:</u>	None		
<u>Opponents:</u>	Leonard Busby	1734 Wansley Road	Laurel, MS
	- Representative, Capturion Network		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Miller made a motion to deny the Use Permit Upon Review because it does not meet the requirement of the Land Development Code. The motion was seconded by Commissioner McMurtrey.

Commissioners voting aye: Dick Conville
Eric Martin
Linda McMurtrey, Vice-Chairman
Mark Miller
Jessie Wilson

Commissioners voting nay: None

BUSINESS MEETING

There being no further business, Commissioner Wilson made a motion to adjourn the meeting. The motion was seconded at Commissioner Miller.

Joe White, Chairman

Pattie Brantley, AICP, Director of Urban Development.

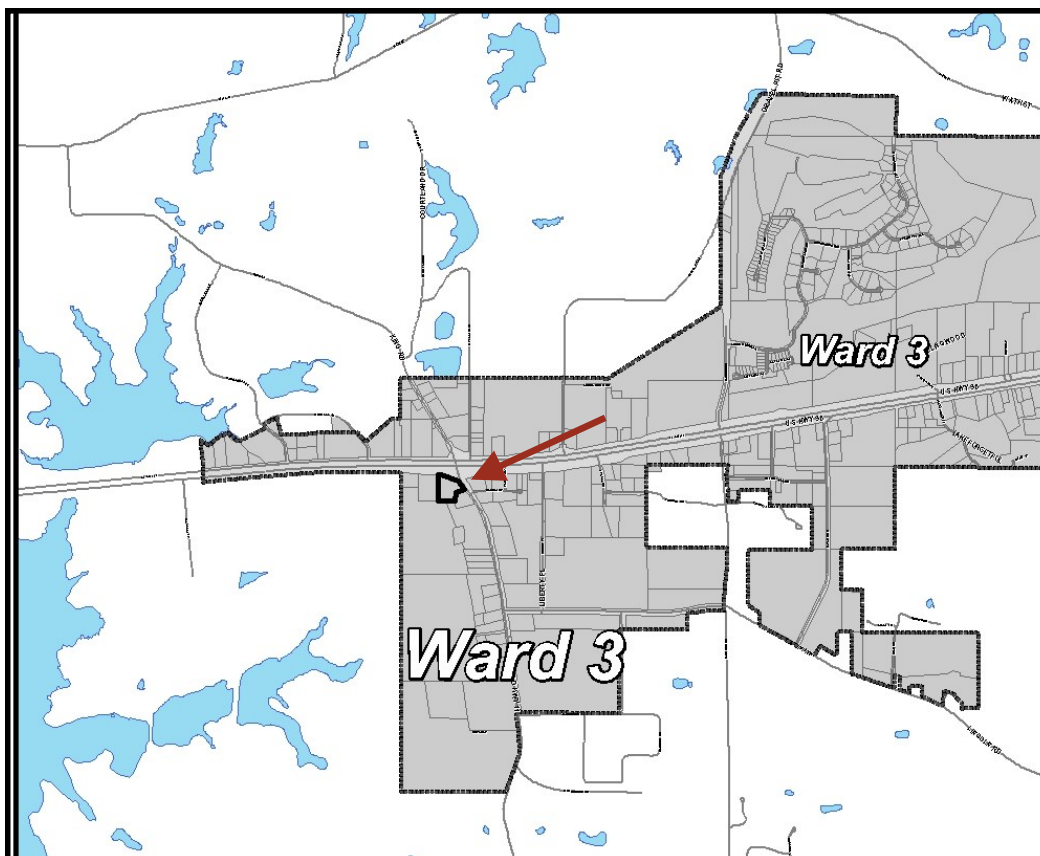
SUBJECT PARCEL: 6482 US Hwy 98

Terrell Wood, Headrick Outdoor Media, Applicant, on behalf of The First Bank, Owner

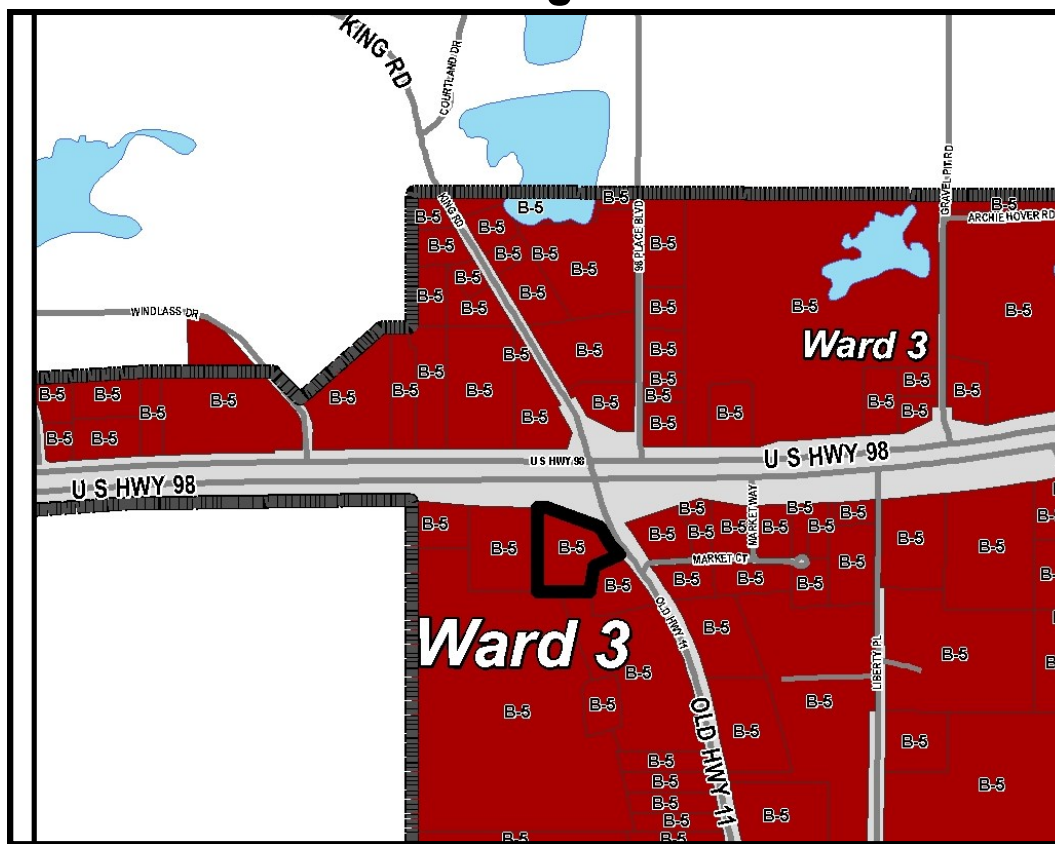
The applicant requests a variance from Article 4, Section 95.10 (3.1) (3) (E) which states spacing between Digital Billboards (Accessory Structure) and Static Billboards are a minimum radius of 1,250 feet and instead allow a distance of three hundred eighty nine (389) feet, seven hundred twelve (712) feet, and seven hundred fourteen (714) feet to three separate billboards for a variance of maximum eight hundred sixty one (861) feet located on Hwy 98 for a proposed Digital Billboard located on a certain property located at 6482 US Hwy 98 (Latitude/Longitude: 31.316932, -89.413830) (Parcel 055D-16-015.000, PPIN 5577, Ward 3).



Vicinity Map—Ward 3



Zoning—B-5



Site Aerial



SURROUNDING AREA

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



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



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

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





**Planning Commission
Case Fact Sheet**

Property Applicant:	Terrell Wood, Headrick Outdoor Media
Property Owner:	First Bank, Owner

Address of Properties:	Tax Parcels	PPIN:	Ward:
6482 US Hwy 98	055D-16-015.000	5577	3

Requests: **Variance**

Purpose of Request: To consider an application to request a **variance** from Article 4, Section 95.10 (3.1) (3) (E) which states spacing between Digital Billboards (Accessory Structure) and Static Billboards are a minimum radius of 1,250 feet and instead allow a distance of three hundred eighty nine (389) feet, seven hundred twelve (712)feet, and seven hundred fourteen (714) feet to three separate billboards for a variance of maximum eight hundred sixty one (861) feet located on Hwy 98 for a proposed Digital Billboard located on a certain property located at 6482 US Hwy 98 (Latitude/Longitude: 31.316932, -89.413830).

Applicant Summary: See Attached

Applicable Regulations:

SECTION 95.10 (3.1) **Off-Premise Free Standing Sign/Digital Billboards:**

95.10 (3.1) (3) Regulations:

**E. Area and Setback Regulation Chart: Billboard-Digital
New**

Area and Setback Regulations Chart: NEW Digital Billboard

Billboard-Digital New		
Area and Setback Regulations	Regional Business Corridors	Community Business Corridors
1. Use Permit Required	Yes	Yes
2. Spacing between Digital Billboards (Primary Structures)	Minimum radius of 1,000 feet	Minimum radius of 2,500 feet
3. Spacing between Digital Billboards (Accessory Structures)	Minimum radius of 1,250 feet	Not permitted
4. Spacing between Digital Billboards (Primary Structures) and Static Billboards	Minimum radius of 1,000 feet	Minimum radius of 1,250 feet
5. Spacing between Digital Billboards (Accessory Structures) and Static Billboards	Minimum radius of 1,250 feet	Not permitted
6. Distance from residentially zoned districts	Minimum 100 linear feet (Measured from leading edge of billboard)	Minimum 250 linear feet (Measured from leading edge of billboard)
7. Face Area	Maximum 400 square feet	Maximum 230 square feet
8. Face Width	Maximum 40 feet	Maximum 23 feet
9. Face Height	Maximum 10 feet	Maximum 10 feet
10. Structure Height	Maximum 35 feet	Maximum 21 feet
11. Clearance above ground	Minimum 10 feet	Minimum 10 feet
12. Front Setback	Minimum 25 feet (Measured from leading edge of billboard)	Minimum 25 feet (Measured from leading edge of billboard)
13. Side Setback	Minimum 15/15 feet (Measured from leading edge of billboard)	Minimum 15/15 feet (Measured from leading edge of billboard)
14. Rear Setback	Minimum 25 feet (Measured from leading edge of billboard)	Minimum 25 feet (Measured from leading edge of billboard)
15. Static display time for each message	Minimum eight (8) seconds.	Minimum eight (8) seconds.
16. Off time for each message change	Maximum two (2) seconds	Maximum two (2) seconds

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

Present Use: Parking lot for First Bank.

Surrounding Zoning and Land Use:
North: B-5 (Regional Business) District/ Commercial
South: B-5 (Regional Business) District/ Commercial
East: B-5 (Regional Business) District/ Commercial
West: B-5 (Regional Business) District/ Undeveloped

Most Nearly Bounded By (streets): This parcel is accessible from the East by Old Hwy 11. It is bounded to the North by US Hwy 98 as well as to the West by Woodstone Drive and South by Bellewood Road.

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case as of July 26, 2016.

History / Background: A Use Permit Upon Review for an Accessory Digital Billboard has been submitted in combination with this application.

This development will require review by the Site Plan Review Committee.

Variance Options: Recommend **approval** or **denial** of the request for a **variance** from Article 4, Section 95.10 (3.1) (3) (E) which states spacing between Digital Billboards (Accessory Structure) and Static Billboards are a minimum radius of 1,250 feet and instead allow a distance of three hundred eighty nine (389) feet, seven hundred twelve (712)feet, and seven hundred fourteen (714) feet to three separate billboards for a variance of maximum eight hundred sixty one (861) feet located on Hwy 98 for a proposed Digital Billboard located on a certain property located at 6482 US Hwy 98.

Basis for Approval:

1. That special conditions and circumstances **(do / do not)** exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
2. That literal interpretation of the provisions of this Code **(would / would not)** deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code;
3. That the special conditions and circumstances **(do / do not)** result from the actions of the applicant;
4. That granting the variance requested **(will / will not)** confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

Variance Information (1 page)

Note: No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

1. List reasons why you feel that the property could not be reasonably used without the requested

variance: Proposed sign is within the 1,250' radius from a static billboard on the
opposite side of Hwy. 98.

2. All of the following conditions must be met before a variance can be recommended.

Explain and justify your proposal's compliance with each condition:

- a. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district.

Due to the current sign ordinance, the radial spacings for a digital billboard
requires that we respectfully request a variance in the distance required from the
proposed digital location to the existing static billboard.

- b. That literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code.

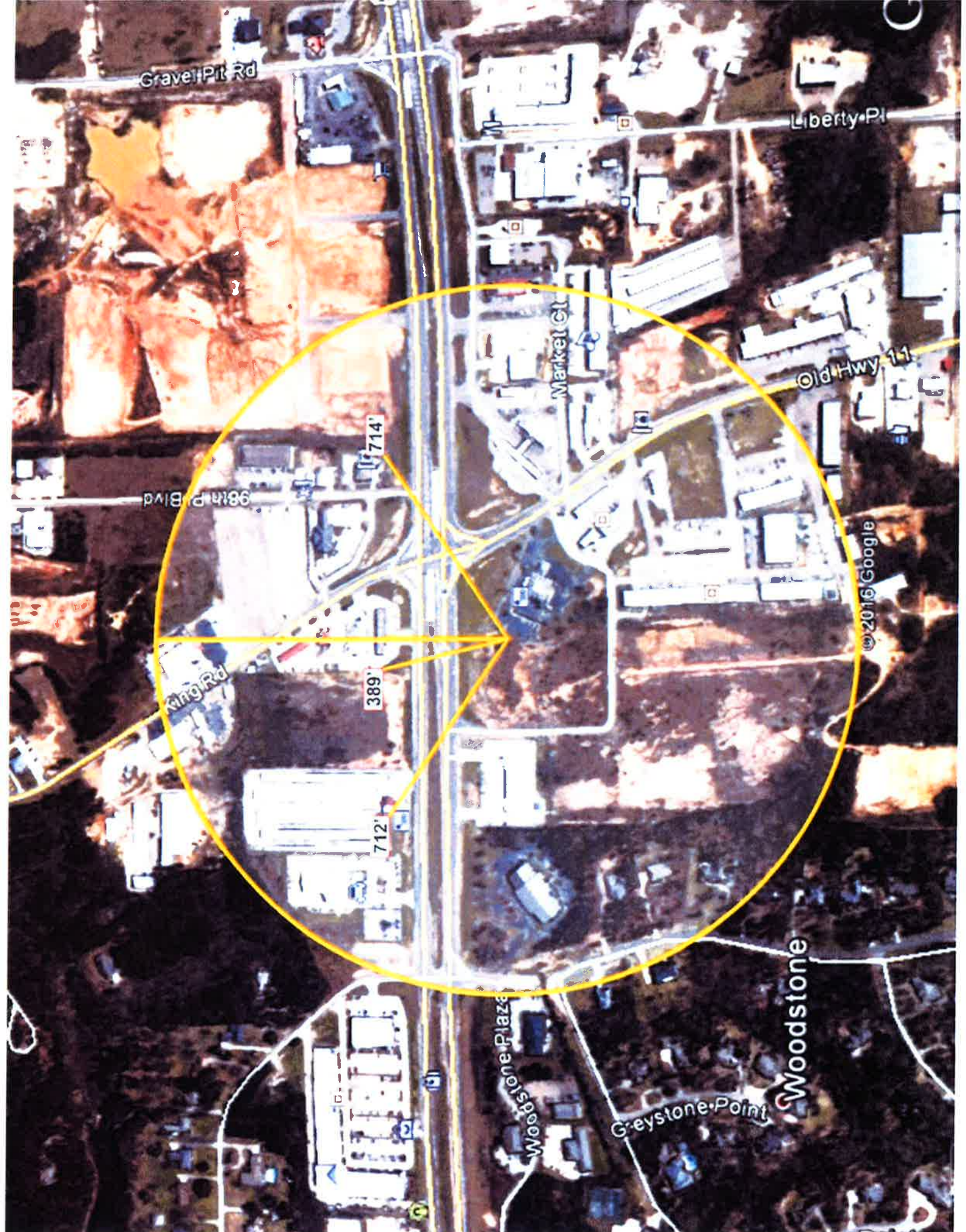
The radial spacing restricts the development of the digital billboard and hinders
the land owners (The First & Lamar Co. School Board) from the benefits of the
proposed sign as well.

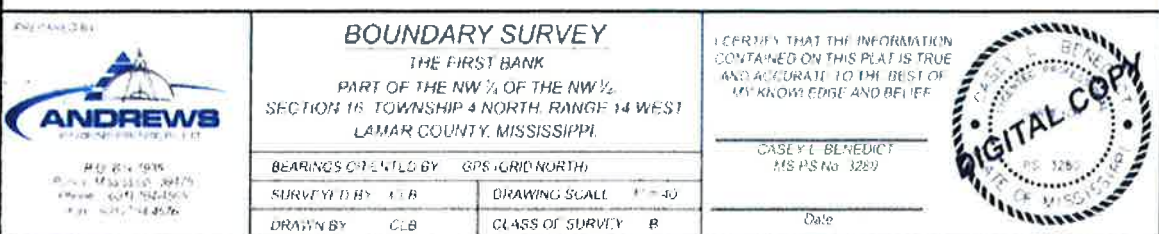
- c. That the special conditions and circumstances do not result from the actions of the applicant.

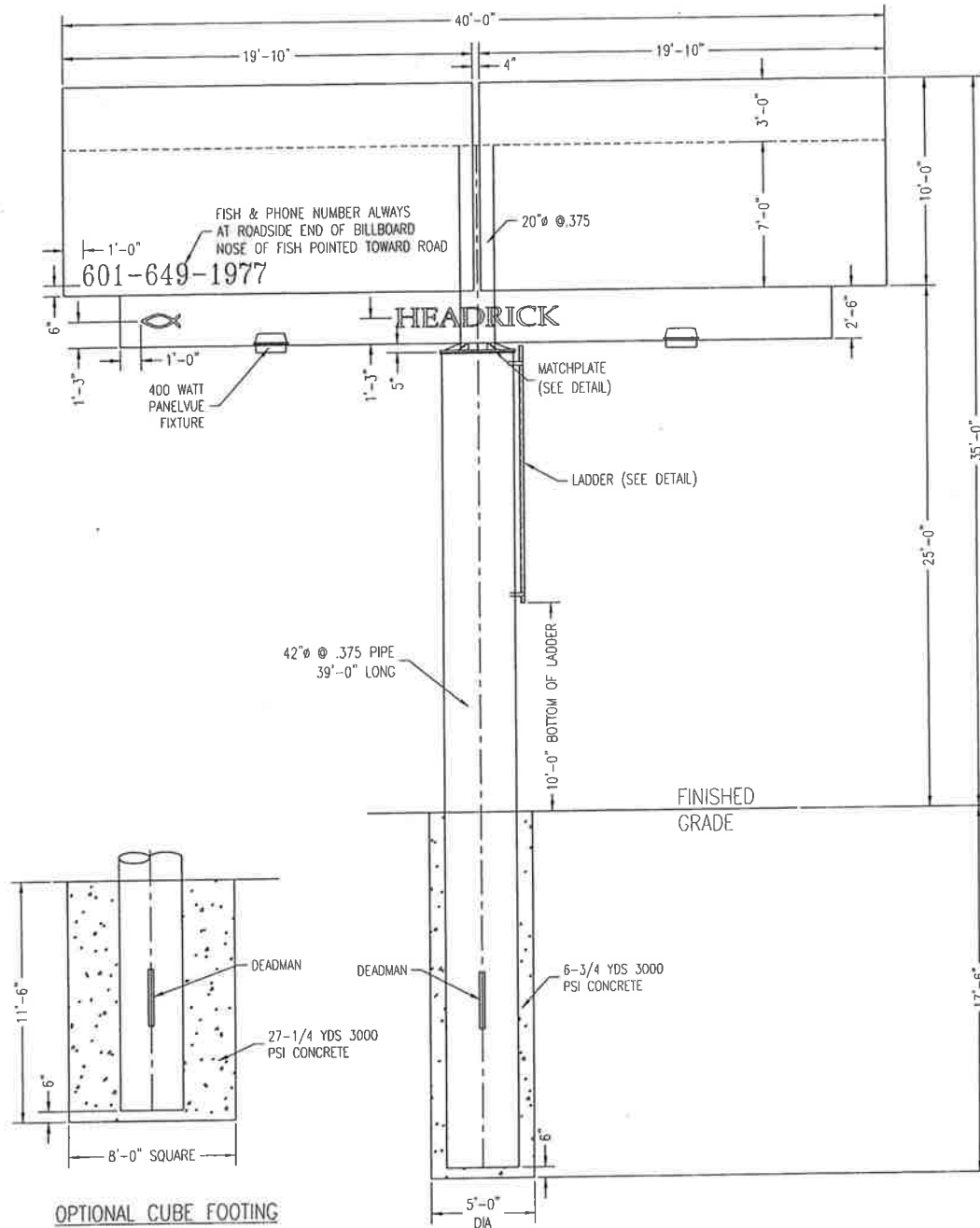
Headrick Outdoor Media had no influence in the language or implementation
of the current sign ordinance, more specifically the radial spacing portion of the
digital billboard section. Thus, no actions by the Applicant have resulted in any special
conditions or circumstances.

- d. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

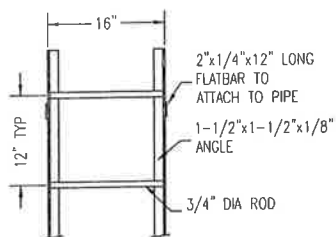
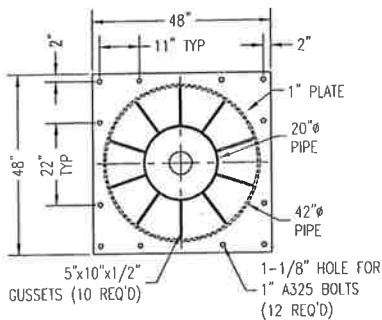
No. The State & Local regulations currently regulate spacing for digital
billboards on each side of the highway. This variance would simply allow the
permitting of the digital billboard under the current MDOT rules.







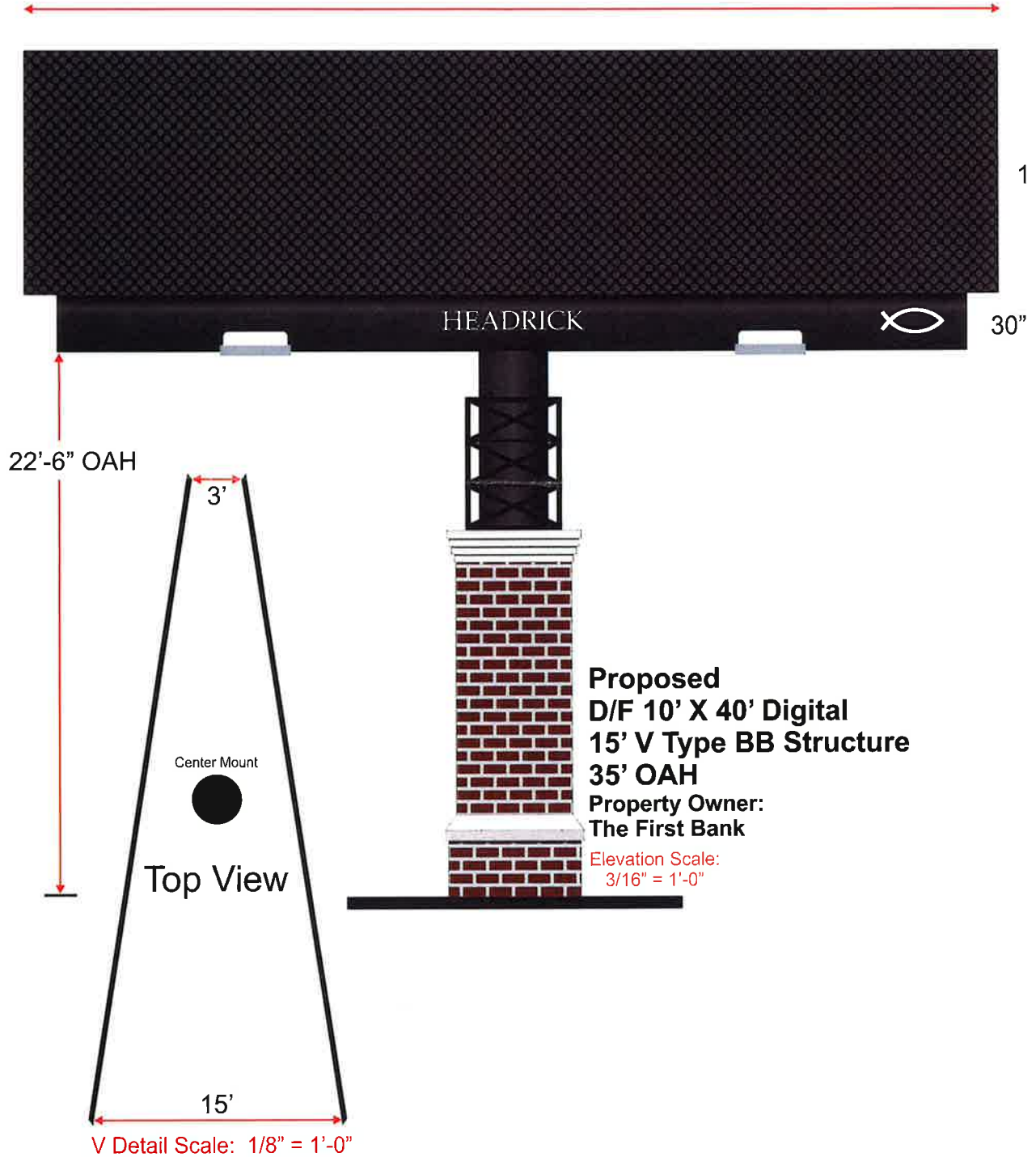
D/F BILLBOARD



10x40 D/F SPLITFACE BILLBOARD 35' OAH			
ELECTRICAL REQUIREMENTS:		UL LISTED	
120 VOLTS		☐ YES ☒ NO	
1 CIRCUITS @ 9.0 AMPS (ACTUAL)			
HEADRICK SIGNS & GRAPHICS INCORPORATED			
ONE FREEDOM SQUARE LAUREL, MS 39440-3367 PHONE 601-649-1977 FAX 601-425-2411			
HOW - LAND MANAGEMENT HATTIESBURG, MS		JOB NO. 10-0636	
DATE: 8-18-10	SCALE: 3/16" = 1'-0"	DRAWN BY: REL	CAD 10-0636881
REVISION DATE:		SHEET NO. 1 OF 3	



40'





City of Hattiesburg, MS

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

Master

File Number: 2016-2854

File ID: 2016-2854

Type: Regular Agenda Item

Status: Denied

Version: 1

Reference:

In Control: City Council

File Created: 08/08/2016

Brief Title: 6482 US Hwy 98- Use Permit Upon Review - Digital Billboard

Final Action:

Minute Book Number: MB2016-207-208

Title: APPROVE or DENY a petition has been filed by Terrell Wood, Headrick Outdoor Media, Applicant, on behalf of The First Bank, Owner, to request a Use Permit Upon Review for a "Digital Billboard" as provided in Article 5, Section 95.10(3.1) for certain property located on 6482 US Hwy 98 (Lat/Lon: 31.316932, -89.413830) (Parcel 055D-16-015.000, PPIN 5577, Ward 3).
The Planning Commission recommended to DENY on August 3, 2016.

Notes:

Sponsors:

Enactment Date:

Attachments: August PC Minutes (DRAFT), Image Sheet- 6482 US Hwy 98 (Use Permit Upon Review), Staff Summary- 6482 US 98 (Use Permit Upon Review), Application Summary- 6482 US 98 (Use Permit Upon Review), Site Diagram and Billboard Specs- 6482 US 98

Enactment Number:

Contact:

Meeting Date: 08/16/2016

Drafter: Jeremy McNeil

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/16/2016	Deny				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to DENY a petition has been filed by Terrell Wood, Headrick Outdoor Media, Applicant, on behalf of The First Bank, Owner, to request a Use Permit Upon Review for a "Digital Billboard" as provided in Article 5, Section 95.10(3.1) for certain property located on 6482 US Hwy 98 (Lat/Lon: 31.316932, -89.413830) (Parcel 055D-16-015.000, PPIN 5577, Ward 3). The Planning Commission recommended to DENY on August 3, 2016. There being no discussion, the Motion to Deny received the affirmative vote of the Council as follows: Yeas: 4 - Bradley, Carroll, Dryden and Naylor Nays: 0 Abstain: 1 - Delgado							

Yea: 4 Council Member Bradley
Council Member Carroll
Council Member Dryden
Council Member Naylor
Abstain: 1 Council Member Delgado
TEL-No Vote: 0

Text of Legislative File 2016-2854

Title

APPROVE or DENY a petition has been filed by Terrell Wood, Headrick Outdoor Media, Applicant, on behalf of The First Bank, Owner, to request a Use Permit Upon Review for a “Digital Billboard” as provided in Article 5, Section 95.10(3.1) for certain property located on 6482 US Hwy 98 (Lat/Lon: 31.316932, -89.413830) (Parcel 055D-16-015.000, PPIN 5577, Ward 3).
The Planning Commission recommended to DENY on August 3, 2016.

Summary

6482 US Hwy 98 - Use Permit Upon Review - Digital Billboard

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
August 3, 2016**

The Hattiesburg Planning Commission did meet in a regular session on August 3, 2016 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Joseph White, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Dick Conville
 Eric Martin
 Linda McMurtrey, Vice-Chairman
 Mark Miller
 Joseph White, Chairman
 Jessie Wilson

Commissioners Absent: Judy Corts
 Peggy Horton, Secretary
 Don McCleskey
 Sandra Thompson

Also Present: Pattie Brantley, AICP, Director of Urban Development
 Ginger Maddox, Planning Division Manager
 Jeremy McNeil, Planner
 Steve Mitchell, Building Official

Chairman White declared the meeting of the Hattiesburg Planning Commission open and in session at 1:02 P.M.

INVOCATION

Commissioner White gave the invocation.

AGENDA REVIEW

There came the matter of the August 2016 Agenda. A request was made by Chairman White for a motion to approve the August 2016 Agenda with addition of the review and adoption of the July Special-Called Minutes for the proposed Land Development Code. A motion was made to approve by Commissioner Wilson and seconded by Commissioner Martin.

Commissioners voting aye: Dick Conville
 Eric Martin
 Linda McMurtrey, Vice-Chairman
 Mark Miller
 Jessie Wilson

Commissioners voting nay: None

MINUTES REVIEW

There came the matter of the July 6, 2016 and the Special Called Minutes. A request was made by Chairman White for a motion to approve the July 6, 2016 minutes and the July 27, 2016, Special-Called minutes. A motion was made by Commissioner Conville to approve the July 6, 2016, minutes and seconded by Commissioner Martin. A motion was made by Commissioner McMurtrey to approve the July 27, 2016, Special-Called Meeting minutes and seconded by Commissioner Wilson.

Commissioners voting aye: Dick Conville
Eric Martin
Linda McMurtrey, Vice-Chairman
Mark Miller
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS**BUILDING REPORT**

There came the matter of the Building Inspection Report. Steve Mitchell, Building Official, provided a report to the commission of monthly and YTD Permit information for July.

PLANNING REPORT

There came the matter of the Planning Report. Ginger Maddox, Planning Division Manager, informed the Commission of the City Council approval of the following items heard at the previous Planning Commission: Darlene Thomas, Image Signs & Neon Inc., Representative, on behalf of Chad Smith, Owner, Smith Brothers Collision Center, Variance, PPIN 26693; John Anglin, Clearpoint Consulting Engineers, Representative, Bernard Green, Owner, Variance, PPIN 8401; Scott Yadon, TLC Properties, Owner, Use Permit Upon Review; PPIN 26038; Kenton McNeese, Pine Belt Home Builders LLC, Variance, PPIN 16385; and the reappointment of Commissioner Dick Conville and Eric Martin. Also, Ms. Maddox announced to the Commission that Jeremy McNeil, Planner, has accepted a new Planning position. His last day with the City of Hattiesburg will be August 12, 2016.

CHAIRMAN'S REPORT

There came the matter of the Chairman's Report. There was none.

PUBLIC HEARING

Chairman White declared the Public Hearing open at 1:08 P.M. and read the rules and procedures of the hearing.

There came the matter of Item A (Text Amendment), by Leonard Busby, III, Capturion Network, LLC to amend the text of the Comprehensive Zoning Ordinance No. 2330, as amended, Article 5, Section 95.10 (3.1) (4), Corridor Designations, specifically adding Section 95.10 (3.1) (4) (B) (i), Community Business Corridors, to read “Old Hwy 11: From Intersection of Hwy 98 South to City Limits”.

	Name	Address	City/State
<u>Presented by:</u>	Leonard Busby	PO Box 6439	Laurel, MS
	- Representative, Capturion Network		
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner McMurtrey made a motion to approve the text amendment. The motion was seconded by Commissioner Wilson.

Commissioners voting aye: Dick Conville
Eric Martin
Linda McMurtrey, Vice-Chairman
Mark Miller
Jessie Wilson

Commissioners voting nay: None

There came the matter of Item B (Use Permit Upon Review), by Leonard Busby, III, Capturion Network, LLC, Applicant, on behalf of Mississippi Oil, LLC , Owner, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, to request a Use Permit Upon Review for a “Digital Billboard” as provided in Article 5, Section 95.10(3.1)(3) for certain property located on 4041 Old Hwy 11 (Lat/Lon: 31.314740, -89.411141) (Parcel 055D-16-035.000, PPIN 18771, Ward 3).

	Name	Address	City/State
<u>Presented by:</u>	Leonard Busby	PO Box 6439	Laurel, MS
	- Representative, Capturion Network		
<u>Proponents:</u>	None		
<u>Opponents:</u>	Norman Beasley	29 West Lake Rd	Hattiesburg, MS
	- Representative, Lamar Advertising		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Miller made a motion to approve the application for a Use Permit Upon Review because there is need to preserve and encourage the stability of the Hattiesburg business community. The motion was seconded by Commissioner Conville.

Commissioners voting aye: Dick Conville
Eric Martin
Linda McMurtrey, Vice-Chairman
Mark Miller
Jessie Wilson

Commissioners voting nay: None

There came the matter of Item C (Text Amendment) by Leonard Busby, III, Capturion Network, LLC to amend the text of the Comprehensive Zoning Ordinance No. 2330, as amended, Article 5, Section 95.10 (3.1) (4), Corridor Designations, specifically adding Section 95.10 (3.1) (4) (B) (j), Community Business Corridors, to read “Westover Drive: From Intersection of Highway 98 at Westover N to City Limit”.

	Name	Address	City/State
<u>Presented by:</u>	Leonard Busby	PO Box 6439	Laurel, MS
	- Representative, Capturion Network		
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Miller made a motion to deny. The motion was seconded by Commissioner McMurtrey.

Commissioners voting aye: Dick Conville
Eric Martin
Linda McMurtrey, Vice-Chairman
Mark Miller
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item D (Use Permit Upon Review), by Leonard Busby, III, Capturion Network, LLC, Applicant, on behalf of Mississippi Oil, LLC, Owner, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, to request a Use Permit Upon Review for a “Digital Billboard” as provided in Article 5, Section 95.10(3.1) for certain property located on 4401 Hardy Street (Lat/Lon: 31.325674, -89.356218) (Parcel 051J-12-039.000, PPIN 15030, Ward 3).

	Name	Address	City/State
<u>Presented by:</u>	Leonard Busby	PO Box 6439	Laurel, MS
	- Representative, Capturion Network		
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Miller made a motion to table the application until

September’s Planning Commission Meeting. The motion was seconded by Commissioner Conville.

Commissioners voting aye: Dick Conville
Eric Martin
Linda McMurtrey, Vice-Chairman
Mark Miller
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item E (Variance), by Terrell Wood, Headrick Outdoor Media, Applicant, on behalf of The First Bank, Owner, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, to request a variance from Article 5, Section 95.10 (3.1) (3) (E) which states spacing between Digital Billboards (Accessory Structure) and Static Billboards are a minimum radius of 1,250 feet and instead allow a distance of three hundred eighty nine (389) feet, seven hundred twelve (712)feet, and seven hundred fourteen (714) feet to three separate billboards for a variance of maximum eight hundred sixty one (861) feet located on Hwy 98 for a proposed Digital Billboard located on a certain property located at 6482 US Hwy 98 (Parcel 055D-16-015.000, PPIN 5577, Ward 3).

	Name	Address	City/State
<u>Presented by:</u>	Terrell Wood	One Freedom Square	Laurel, MS
	- Representative, Headrick Outdoor Media		
<u>Proponents:</u>	Chris Loper	464 Ovett Road	Ovett, MS
	- Representative, Headrick Outdoor Media		
<u>Opponents:</u>	Norman Beasley	29 West Lake Road	Hattiesburg, MS
	- Representative, Lamar Advertising		
	Leonard Busby	1734 Wansley Road	Laurel, MS
	- Representative, Capturion Network		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Miller made a motion to deny because special conditions and circumstances do not exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, Structures or building in the same district; literal interpretation of the provisions of this code would not deprive the applicant of rights commonly enjoyed by other properties is the same district under the terms of this code; special conditions and circumstances do result from the actions of the applicant; and granting the variance requested will confer on the applicant any special privilege that is denied by this code to other lands, structures, or buildings in the same district. Commissioner Miller stated that granting such a large distance variance in this case would render our billboard ordinance meaningless. The motion was seconded by Commissioner Wilson.

Commissioners voting aye: Dick Conville
Eric Martin
Linda McMurtrey, Vice-Chairman
Mark Miller
Jessie Wilson

Commissioners voting nay: None

There came the matter of Item F (Use Permit Upon Review), Terrell Wood, Headrick Outdoor Media, Applicant, on behalf of The First Bank, Owner, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, to request a Use Permit Upon Review for a “Digital Billboard” as provided in Article 5, Section 95.10(3.1) for certain property located on 6482 US Hwy 98 (Lat/Lon: 31.316932, -89.413830) (Parcel 055D-16-015.000, PPIN 5577, Ward 3).

	Name	Address	City/State
<u>Presented by:</u>	Terrell Wood	One Freedom Square	Laurel, MS
	- Representative, Headrick Outdoor Media		
<u>Proponents:</u>	None		
<u>Opponents:</u>	Leonard Busby	1734 Wansley Road	Laurel, MS
	- Representative, Capturion Network		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Miller made a motion to deny the Use Permit Upon Review because it does not meet the requirement of the Land Development Code. The motion was seconded by Commissioner McMurtrey.

Commissioners voting aye: Dick Conville
Eric Martin
Linda McMurtrey, Vice-Chairman
Mark Miller
Jessie Wilson

Commissioners voting nay: None

BUSINESS MEETING

There being no further business, Commissioner Wilson made a motion to adjourn the meeting. The motion was seconded at Commissioner Miller.

Joe White, Chairman

Pattie Brantley, AICP, Director of Urban Development.

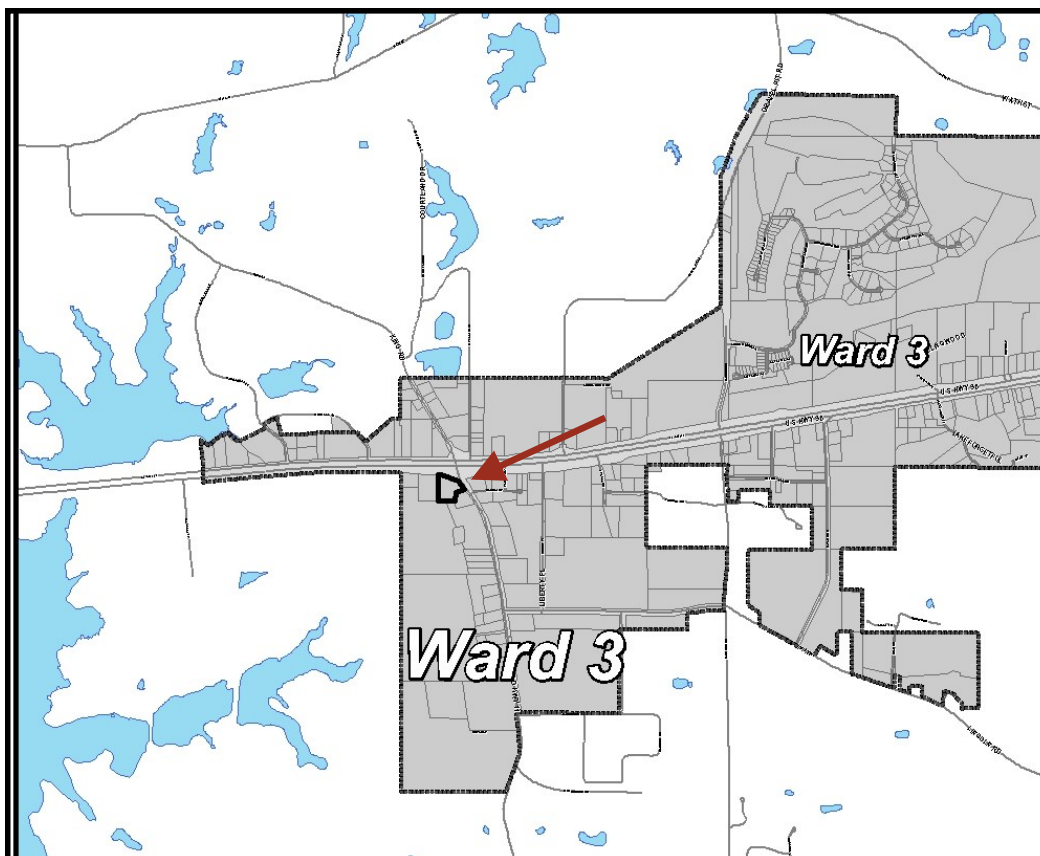
SUBJECT PARCEL: 6482 US Hwy 98

Terrell Wood, Headrick Outdoor Media, Applicant, on behalf of The First Bank, Owner

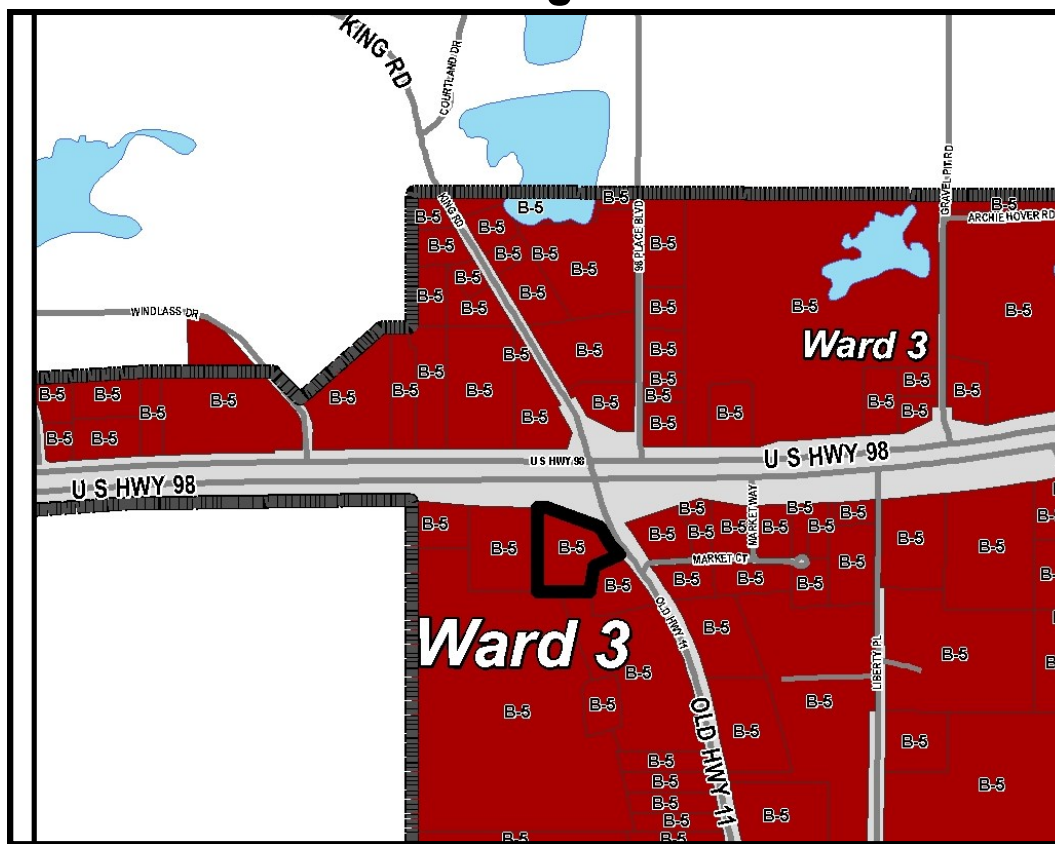
The applicant requests a Use Permit Upon Review for a “Digital Billboard” as provided in Article 5, Section 95.10(3.1) for certain property located on 6482 US Hwy 98 (Lat/Lon: 31.316932, -89.413830) (Parcel 055D-16-015.000, PPIN 5577, Ward 3).



Vicinity Map—Ward 3



Zoning—B-5



Site Aerial



SURROUNDING AREA

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



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



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

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





**Planning Commission
Case Fact Sheet**

Property Applicant: Terrell Wood, Headrick Outdoor Media
Property Owner: First Bank, Owner

Address of Properties:	Tax Parcels	PPIN:	Ward:
6482 US Hwy 98	055D-16-015.000	5577	3

Requests: **Use Permit Upon Review**

Purpose of Request: To consider an application to request a **Use Permit Upon Review** for a "Digital Billboard" as provided in Article 5, Section 95.10(3.1) for certain property located on 6482 US Hwy 98 (Latitude/Longitude: 31.316932, -89.413830).

Applicant Summary: See Attached

Applicable Regulations:

SECTION 95.10 (3.1) **Off-Premise Free Standing Sign/Digital Billboards:**

95.10 (3.1) (3) Regulations:

**E. Area and Setback Regulation Chart: Billboard-Digital
New**

Area and Setback Regulations Chart: NEW Digital Billboard

Billboard-Digital New		
Area and Setback Regulations	Regional Business Corridors	Community Business Corridors
1. Use Permit Required	Yes	Yes
2. Spacing between Digital Billboards (Primary Structures)	Minimum radius of 1,000 feet	Minimum radius of 2,500 feet
3. Spacing between Digital Billboards (Accessory Structures)	Minimum radius of 1,250 feet	Not permitted
4. Spacing between Digital Billboards (Primary Structures) and Static Billboards	Minimum radius of 1,000 feet	Minimum radius of 1,250 feet
5. Spacing between Digital Billboards (Accessory Structures) and Static Billboards	Minimum radius of 1,250 feet	Not permitted
6. Distance from residentially zoned districts	Minimum 100 linear feet (Measured from leading edge of billboard)	Minimum 250 linear feet (Measured from leading edge of billboard)
7. Face Area	Maximum 400 square feet	Maximum 230 square feet
8. Face Width	Maximum 40 feet	Maximum 23 feet
9. Face Height	Maximum 10 feet	Maximum 10 feet
10. Structure Height	Maximum 35 feet	Maximum 21 feet
11. Clearance above ground	Minimum 10 feet	Minimum 10 feet
12. Front Setback	Minimum 25 feet (Measured from leading edge of billboard)	Minimum 25 feet (Measured from leading edge of billboard)
13. Side Setback	Minimum 15/15 feet (Measured from leading edge of billboard)	Minimum 15/15 feet (Measured from leading edge of billboard)
14. Rear Setback	Minimum 25 feet (Measured from leading edge of billboard)	Minimum 25 feet (Measured from leading edge of billboard)
15. Static display time for each message	Minimum eight (8) seconds.	Minimum eight (8) seconds.
16. Off time for each message change	Maximum two (2) seconds	Maximum two (2) seconds

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

Present Use: Parking lot for First Bank.

Surrounding Zoning and Land Use:
North: B-5 (Regional Business) District/ Commercial
South: B-5 (Regional Business) District/ Commercial
East: B-5 (Regional Business) District/ Commercial
West: B-5 (Regional Business) District/ Undeveloped

Most Nearly Bounded By (streets): This parcel is accessible from the East by Old Hwy 11. It is bounded to the North by US Hwy 98 as well as to the West by Woodstone Drive and South by Bellewood Road.

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case as of July 15, 2016.

History / Background: A variance for the minimum distance between an Accessory Digital Billboard and Static Billboard has been submitted in combination with this application.

This development will require review by the Site Plan Review Committee.

Variance Options: Recommend **approval** or **denial** of the request for a **Use Permit Upon Review** for a "Digital Billboard" as provided in Article 5, Section 95.10(3.1) for certain property located on 6482 US Hwy 98.

Basis for Approval:

1. There **(is / is not)** need to protect the stability, integrity, and character of Hattiesburg's residential neighborhoods.
2. There **(is / is not)** need to preserve and encourage the stability of the Hattiesburg business community.
3. There **(is / is not)** need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.
4. There **(is / is not)** need to conserve and protect Hattiesburg's physical infrastructure.
5. There **(is / is not)** public need for the proposed use, as opposed to the private interest of an individual.

Item: F
Terrell Wood, Headrick Outdoor Media, Applicant, on behalf of The First Bank
6482 US Hwy 98
Request for **Use Permit Upon Review**

Use Permit upon Review for Digital Billboard, New (3 pages)

1. Billboard Type: ☒ New (limited to B-5, I-1 and I-2 Districts)
(see Digital Billboard, Replacement Form for a replacement billboard)
2. Located in ☒ Regional Corridor or ☐ Commercial Corridor
3. Specific Corridor locations (check applicable):

REGIONAL:

- ☐ U.S. Highway 49: From Northern city limit southward to intersection with Old Highway 42;
- ☐ U.S. Highway 49: From intersection at Edwards Street and Elk's Lake Road south to southern city limit;
- ☐ Old Highway 42: From intersection at U.S. Highway 49 to Main Street;
- ☒ U.S. Highway 98: From Western city limit eastward to intersection with Interstate 59;
- ☐ U.S. Highway 98: From Eastern city limit westward to intersection with Interstate 59;
- ☐ Interstate 59

COMMERCIAL:

- ☐ U.S. Highway 49: From intersection at Old Highway 42 southward to intersection with Edwards Street.
- ☐ Old Highway 42: From intersection at Main Street eastward to city limit.
- ☐ Broadway Drive: From intersection at West Pine Street southwesterly to intersection with U.S. Highway 49.
- ☐ Hardy Street: From intersection at Interstate 59 eastward to intersection with U.S. Highway 49.
- ☐ Bouie Street: From intersection at Old Highway 42 south to intersection with East 4th Street.
- ☐ James Street (north): From the intersection at Edwards Street south to intersection with J. M. Tatum Industrial Drive.
- ☐ WSF Tatum Boulevard: From U.S. Highway 11 to U.S. Highway 49.

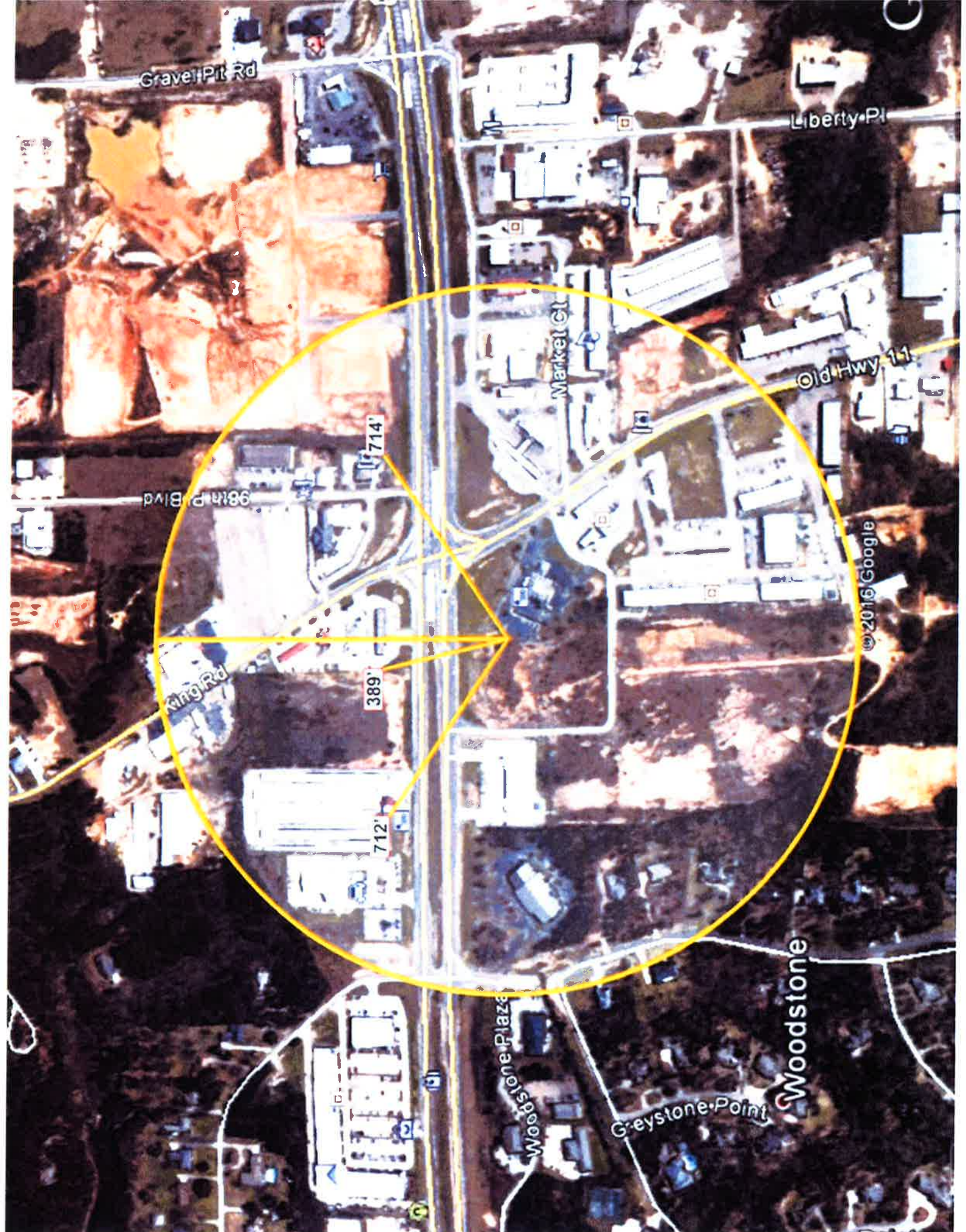
4. Area and Setback Regulations for a NEW Digital Billboard:

Billboard-Digital New			
Area and Setback Regulations	Regional Business Corridors	Community Business Corridors	PROVIDE INFO SPECIFIC TO PROPOSED SIGN
1. Primary Structure	Yes	Yes	NO
2. Spacing between Digital Billboards	Minimum 1,000 linear feet measured radially	Minimum 2,500 linear feet measured radially	N/A
3. Spacing between Digital Billboards and	Minimum 1,000 linear feet measured radially	Minimum 1,250 linear feet measured radially	1-389' ACROSS HWY 98 OTHER SIDE OF STREET. 1-710' 1-714'

Static Billboards			
4. Distance from residentially zoned districts	Minimum 100 linear feet (Measured from leading edge of billboard)	Minimum 250 linear feet (Measured from leading edge of billboard)	N/A
5. Face Area	Maximum 400 square feet	Maximum 230 square feet	400
6. Face Width	Maximum 40 feet	Maximum 23 feet	40
7. Face Height	Maximum 10 feet	Maximum 10 feet	10
8. Structure Height	Maximum 35 feet	Maximum 21 feet	35
9. Clearance above ground	Minimum 10 feet	Minimum 10 feet	22'-6"
10. Front Setback	Minimum 25 feet (Measured from leading edge of billboard)	Minimum 25 feet (Measured from leading edge of billboard)	25'
11. Side Setback	Minimum 15/15 feet (Measured from leading edge of billboard)	Minimum 15/15 feet (Measured from leading edge of billboard)	15'
12. Rear Setback	Minimum 25 feet (Measured from leading edge of billboard)	Minimum 25 feet (Measured from leading edge of billboard)	15'
13. Static display time for each message	Minimum eight (8) seconds.	Minimum eight (8) seconds.	8 seconds
14. Off time for each message change	Maximum two (2) seconds	Maximum two (2) seconds	2 seconds

I attest to compliance with each initialed box below:

5. ☒ *ca* Movement: The image will change instantaneously as seen by the human eye, and shall not use blinking, fading, rolling, shading, dissolving, or similar effects as part of the change.
6. ☒ *ca* Light levels: All digital billboards shall be equipped with light sensing devices or a scheduled dimming timer that will automatically dim the intensity of the light emitted by the sign during ambient low-light conditions and at night so that the sign does not exceed the maximum brightness levels allowed in this section.
7. ☒ *ca* Maximum brightness shall not exceed five thousand (5,000) nits when measured from the sign's face at its maximum brightness during daylight hours and shall not exceed five hundred (500) nits when measured from the sign's face at its maximum brightness at night.
8. ☒ *ca* If such sign is located within one hundred (100) feet of a property with residential zoning, the sign must be oriented such that no portion of the electronic sign face is visible from a residentially-zoned property or the brightness is reduced to no more than two hundred fifty (250) nits at night. Distance from a residential zoning is: *ca*



Gravel Pit Rd

Liberty Pl

Market Ct

Old Hwy 11

98th Pl Blvd

714'

389'

712'

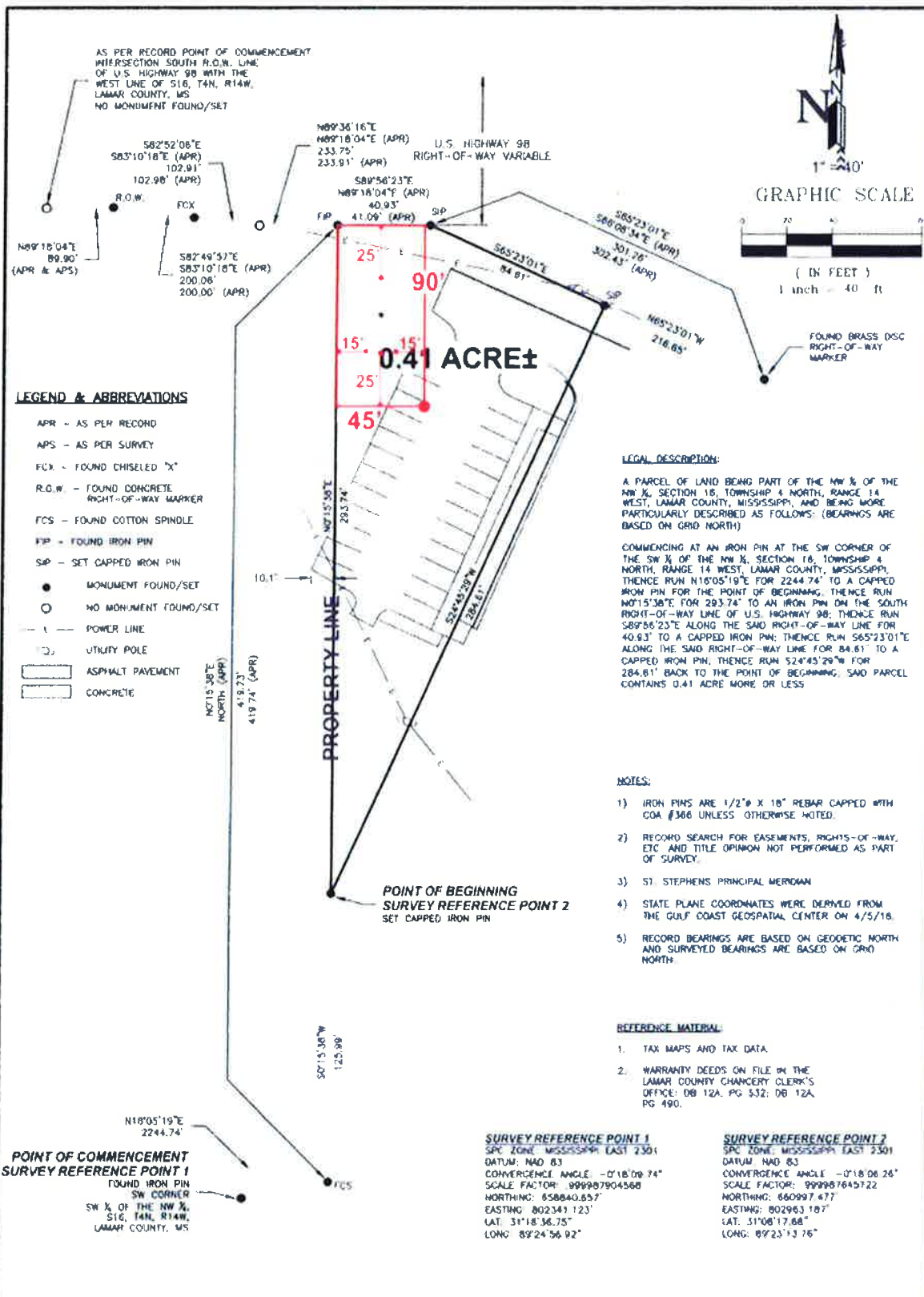
King Rd

© 2016 Google

Woodstone Plaza

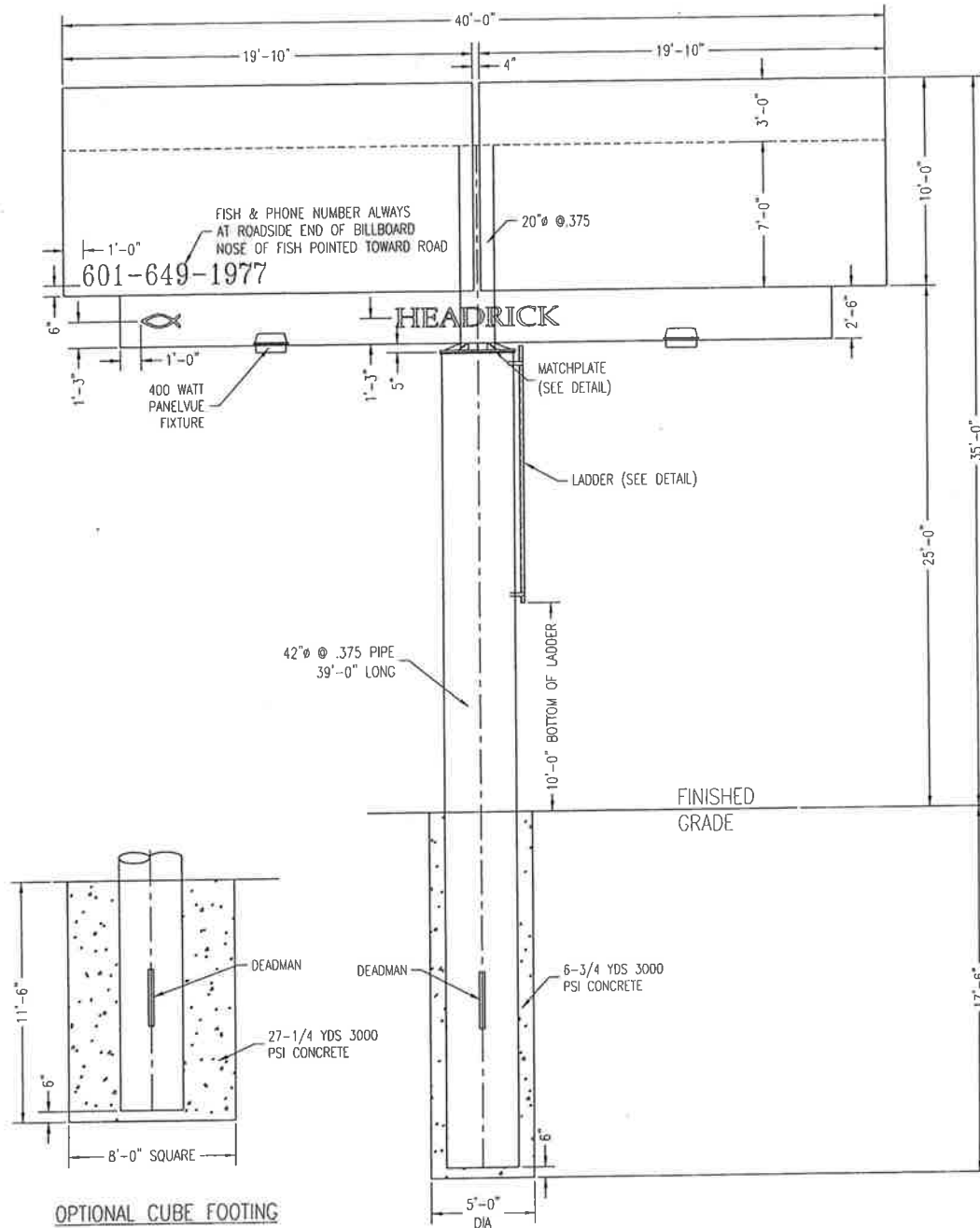
Woodstone

Greystone Point

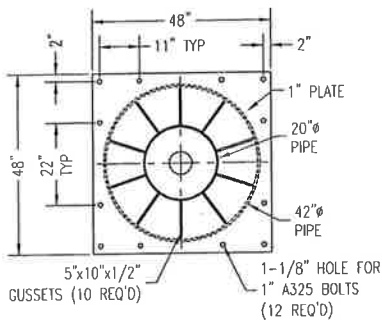


 ANDREWS SURVEYORS 1111 N. 1st St., Suite 100 Birmingham, AL 35203 Phone: (205) 251-1111 Fax: (205) 251-1112	BOUNDARY SURVEY THE FIRST BANK PART OF THE NW 1/4 OF THE NW 1/4 SECTION 16, TOWNSHIP 4 NORTH, RANGE 14 WEST LAMAR COUNTY, MISSISSIPPI.		I CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. CASEY L. BENEDICT MS PS No. 3289 Date:
	BEARINGS ORIENTED BY: GPS (GRID NORTH)		
	SURVEYED BY: CLB	DRAWING SCALE: 1" = 40'	
	DRAWN BY: CLB	CLASS OF SURVEY: B	

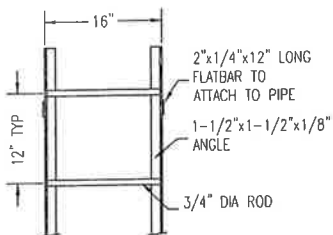




D/F BILLBOARD



MATCHPLATE DETAIL
NOT TO SCALE

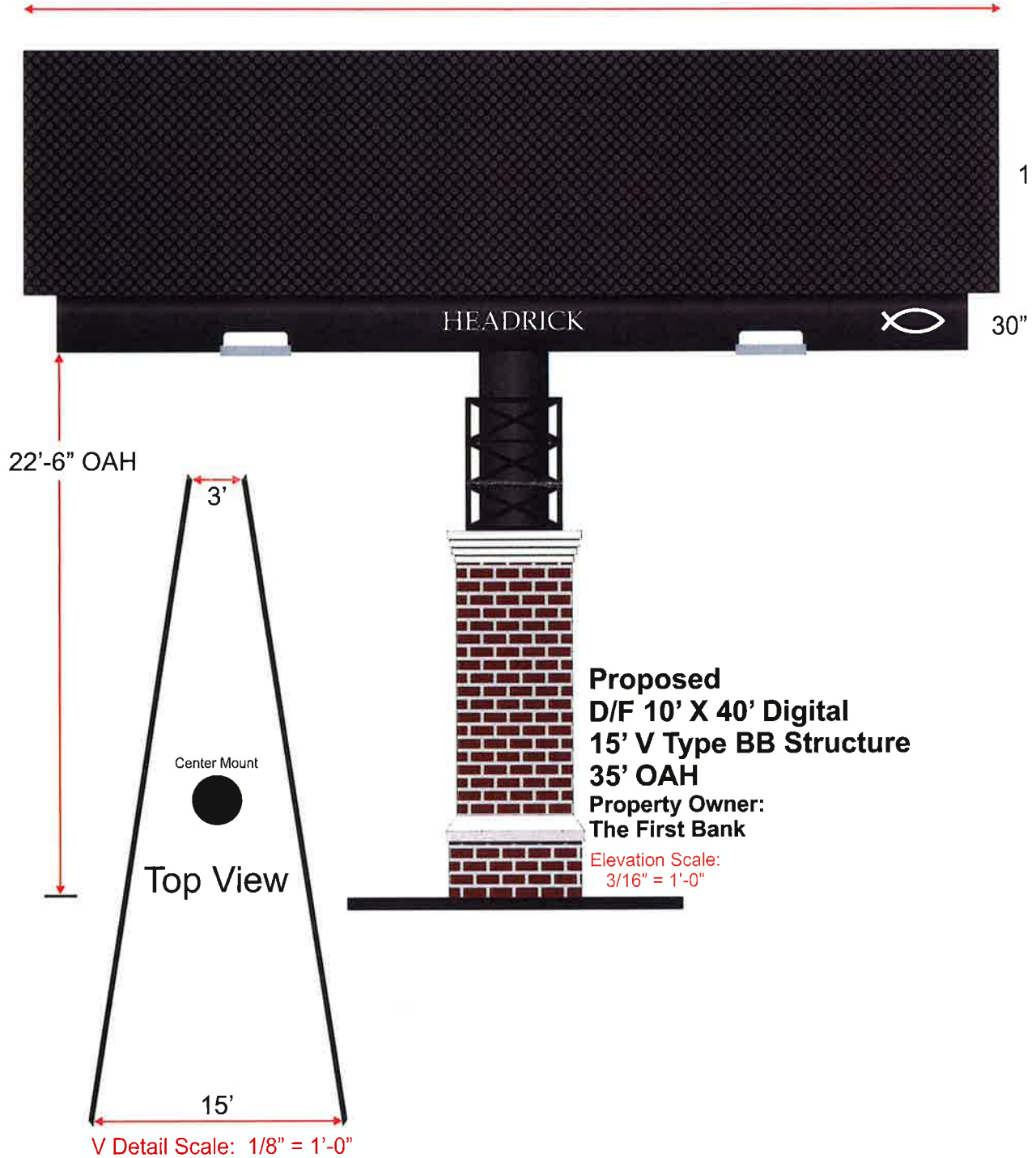


LADDER DETAIL
NOT TO SCALE

10x40 D/F SPLITFACE BILLBOARD 35' OAH			
ELECTRICAL REQUIREMENTS:		UL LISTED	
120 VOLTS		☐ YES ☒ NO	
1 CIRCUITS @ 9.0 AMPS (ACTUAL)			
HEADRICK SIGNS & GRAPHICS INCORPORATED			
ONE FREEDOM SQUARE LAUREL, MS 39440-3367 PHONE 601-649-1977 FAX 601-425-2411			
HOW - LAND MANAGEMENT HATTIESBURG, MS		JOB NO. 10-0636	
DATE: 8-18-10	SCALE: 3/16" = 1'-0"	DESIGN BY: REL	CAD 10-0636881
REVISION DATE:		SHEET NO. 1 OF 3	



40'





City of Hattiesburg, MS

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

Master

File Number: 2016-485

File ID: 2016-485

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 08/08/2016

Brief Title: Project Resolution Requisition No. 55 - 2013 Bonds

Final Action: 08/16/2016

Minute Book Number: MB2016-208

Title:

Adopt a Resolution authorizing Requisition No. 55 from the Project Fund Construction Account in connection with certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

Notes:

Sponsors:

Enactment Date:

Attachments: 2013 Bond Requisition No. 55, executed 2013 Bond Requisition No. 55 RES#2016-118

Enactment Number:

Contact:

Meeting Date: 08/16/2016

Drafter: Marie Harris

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/16/2016	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Adopt a Resolution authorizing Requisition No. 55 from the Project Fund Construction Account in connection with certain loan agreement, dated as of December 19, 2013, 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 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2016-485

Title

Adopt a Resolution authorizing Requisition No. 55 from the Project Fund Construction Account in connection with certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

Summary

Project Resolution Requisition No. 55 - 2013 Bonds

Budget Information

105695

Expenditure Type

Purchasing Item

Publication Information

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. 55 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated December 19, 2014. 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. 55 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF DECEMBER 19, 2013, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on December 19, 2013 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed \$28,000,000 (the "Loan") pursuant to the terms and conditions of that certain loan agreement, dated as of December 19, 2013, 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. 55 from the Project Fund Construction Account under the Loan in the total aggregate amount of \$ 244,449.09 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. 55 from the Project Fund Construction Account under the Loan in the total aggregate amount of **Two Hundred Forty-Four Thousand, Four Hundred Forty-Four and 09/100 Dollars (\$ 244,449.09)** 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 Hancock Bank, as Trustee to disburse funds of Requisition No. 55 in the total aggregate amount of **Two Hundred Forty-Four Thousand, Four Hundred Forty-Four and 09/100 Dollars (\$ 244,449.09)** 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 16th day of August, 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 16th day of August, 2016.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

RE: \$28,000,000.00 Mississippi Development Bank Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) (the "Bonds") secured by \$28,000,000.00 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) (the "Note").

TO: Hancock Bank
 The Quarter Specialty Center
 1855 Lakeland Drive, Suite Q-230
 Jackson, Mississippi 39216
 ATTN: Trust and Financial Services Group

REQUISITION NO.: 55

DATE OF REQUISITION: 8/16/2016

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Griner Drilling Services Inc. P.O. Drawer 825 1014 HWY 98 East Columbia, MS 39429	105695.7245.27	\$ 159,240.00	Pay App 3	1500 GPM Water Well @ Plant 1 Period: May 1 - June 30, 2016 MB 2016-54
2	T.L. Wallace 4025 HWY 35 North Columbia, MS 39429	105695.7245.52	\$ 42,091.10	Pay Est. 9	Water Improvements Ph III Period: June 26 - July 22, 2016 MB 2015-241
3	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.6015	\$ 7,600.40	19228	Sewer Rate Study 2016 Period: June 26 - July 23, 2016 MB 2016-56 SDW #11231
4	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.6015	\$ 8,842.40	19229	Water Rate Study 2016 Period: June 26 - July 23, 2016 MB 2016-56 SDW #11230
5	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.6015	\$ 3,917.50	19211	1500 GPM Water Well @ Plant 1 Period: June 26 - July 23, 2016 MB 2011-4/89-110 SDW #1273-W012

EXHIBIT A

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
6	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.6015	\$ 1,970.00	19210	Water Ph V I-59 Crossing Period: June 26 - July 23, 2016 MB 2011-4/89-110 SDW #1273-W013
7	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7220.55	\$ 1,785.00	19214	Sewer Ph VII - Timothy, Adeline, & Brooklane Period: June 26 - July 23, 2016 MB 2015-138 SDW #1273-S008
8	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7245.51	\$ 825.00	19213	Water Ph II - Palmers Crossing Period: June 26 - July 23, 2016 MB 2015-138 SDW #1273-W007
9	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7245.52	\$ 11,580.00	19212	Water Ph III - Mobile & Bouie Period: June 26 - July 23, 2016 MB 2015-138 SDW #1273-W008
10	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7245.53	\$ 5,525.00	19207	Water Ph IV - Misc. Period: June 26 - July 23, 2016 MB 2011-4/89-110 SDW #1273-W009
11	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7245.11	\$ 1,072.69	19222	Water Line Ext on Old 98 and Runnels Period: June 26 - July 23, 2016 MB 2011-4/89-110 SDW #1273-W011
			<u>\$ 244,449.09</u>		



3

Application Period:

05/01/2016 - 06/30/2016

Application Date:

06/30/2016

To: (Owner)	City of Hattiesburg (006003)	From: (Contractor)	Griner Drilling Service, Inc. P.O. Drawer 825, 1014 Highway 98 East Columbia, MS 39429	Via (Engineer):	SDW - Engineering Progress Attn: Kyle D. Wallace, P.E. 301 Second Avenue, Hattiesburg, MS 39401
Project:	1500 GPM Water Well	Contract:	1500 GPM Water Well at Plant No. 1		
Owner's Project No.:	N/A	Contractor's Project No.:	2016M1002	Engineer Project No.:	N/A

Application For Payment
Change Order Summary

<u>Change Order Summary</u>		
<u>Approved Change Orders</u>	<u>Additions</u>	<u>Deductions</u>
TOTALS		
NET CHANGE BY CHANGE ORDERS		

- | | | |
|--|----|--------------|
| 1. ORIGINAL CONTRACT PRICE..... | \$ | \$448,000.00 |
| 2. Net change by Change Orders..... | \$ | |
| 3. Current Contract Price (Line 1 ± 2)..... | \$ | \$448,000.00 |
| 4. TOTAL COMPLETED AND STORED TO DATE | | |
| (Column F on Progress Estimate)..... | \$ | \$379,500.00 |
| 5. RETAINAGE: | | |
| a. 5% X \$379,500.00 Work Completed..... | \$ | \$18,975.00 |
| b. X _____ Stored Material..... | \$ | |
| c. Total Retainage (Line 5a + Line 5b)..... | \$ | \$18,975.00 |
| 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... | \$ | \$360,525.00 |
| 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... | \$ | \$201,285.00 |
| 8. AMOUNT DUE THIS APPLICATION..... | \$ | \$159,240.00 |
| 9. BALANCE TO FINISH, PLUS RETAINAGE | | |
| (Column G on Progress Estimate + Line 5 above)..... | \$ | \$87,475.00 |

Contractor's Certification

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

Payment of:

\$159,240.00

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

is recommended by:

(3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of:

\$159,240.00

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

is approved by:

(Owner)

(Date)

Approved by:

Funding Agency (if applicable)

(Date)

By: 	Date: 06/30/2016
---	------------------

Date:

06/30/2016

105095.7245.27
2016-54

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		1500 GPM Water Well at Plant No. 1					Application Number:			3	
Application Period:		05/01/2016 - 06/30/2016					Application Date:			06/30/2016	
		A			B		C	D	E	F	
		Item									
Bid Item No.	Description	Bid Item Quantity	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)	
1	Test Hole (Approximately 800' Deep)	1	\$80,000.00	\$80,000.00	1	\$80,000.00		\$80,000.00	100.0%		
2	16"x12" 1500 GPM Water Well (Approximately 800' Deep)	1	\$299,500.00	\$299,500.00	1	\$299,500.00		\$299,500.00	100.0%		
3	12" Master Water Meter	1	\$2,500.00	\$2,500.00							
4	Yard Piping	1	\$20,000.00	\$20,000.00						\$2,500.00	
5	Electrical Work	1	\$15,000.00	\$15,000.00						\$20,000.00	
6	Well Controls	1	\$30,000.00	\$30,000.00						\$15,000.00	
7	Erosion Control	1	\$1,000.00	\$1,000.00						\$30,000.00	
										\$1,000.00	
Totals				\$448,000.00		\$379,500.00		\$379,500.00	84.71%	\$68,500.00	



Engineering Progress

August 5, 2016

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39401

Attn: Mr. Lamar Rutland, P.E.

RE: Comprehensive Water Improvements – Phase III
Mobile & Bouie Street Areas
Hattiesburg, MS

Dear Mr. Rutland,

Enclosed please find Pay Estimate No. 9 for the above referenced project.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kyle D. Wallace', is written over the 'Sincerely,' and extends into the name block below.

Kyle D. Wallace, P.E.
Project Engineer

/aa

Enclosure

cc: Terry Jackson, SDW Files,
T.L. Wallace

Y: Contracted Proj - Cons. W. 2016: Comp. Water Imp. Phase III - Acc. Pay Est 9

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

UP

SHOWS, DEARMAN & WAITS, INC. - CONSULTING ENGINEERS -
Project: Comp. Water Improvements Phase III - Mobile & Bouie St. Area
City of Hattiesburg
Contractor: T.L. Wallace
4025 Hwy. 35 North, Columbia, MS 39429
Pay Estimate No.: Nine (9)

Date: 7-25-2016

Pay Period: June 26 - July 22, 2016

Item No.	Item Description	Total Quantities				Unit	Amount
		Quantity On Contract	Allowed This Period	Allowed To Date	Unit		
					Price		

CONTRACT TOTAL: \$1,722,687.00
\$182,725.00

Site 1 - Columbia, Eupora, Lake, Philipps & W 5th Streets

Water Pipe Items						
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	40		25.00	LF	\$ 15.00 \$ 375.00
2	6" Class 350 Ductile Iron Water Pipe (Open Cut)	1,310		1327.00	LF	\$ 23.00 \$ 30,521.00
3	8" Class 350 Ductile Iron Water Pipe (Open Cut)	920		902.00	LF	\$ 25.00 \$ 22,550.00
Connection Items						
4	Connection: Proposed 8" Water Line to Existing 8" Water Line (Hot Tap w/ Valve Assembly)	1		1.00	Each	\$ 2,500.00 \$ 2,500.00
5	Connection: Proposed 8" Water Line to Existing 6" Water Line (Tee & other fittings)	1		1.00	Each	\$ 1,600.00 \$ 1,600.00
6	Connection: Proposed 6" Water Line to Proposed 6" Water Line (Tee & other fittings)	1		1.00	Each	\$ 1,500.00 \$ 1,500.00
7	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	3		3.00	Each	\$ 1,900.00 \$ 5,700.00
8	Connection: Proposed 6" Water Line to Existing 2" Water Line (Tee & other fittings)	1		1.00	Each	\$ 1,200.00 \$ 1,200.00
Valve and Hydrant Items						
9	2" Gate Valve	1		2.00	Each	\$ 550.00 \$ 1,100.00
10	6" Gate Valve	2		2.00	Each	\$ 775.00 \$ 1,550.00
11	8" Gate Valve	1		1.00	Each	\$ 1,100.00 \$ 1,100.00
12	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	4		4.00	Each	\$ 3,325.00 \$ 13,300.00
Water Service Items						
13	Service Tubing (Bored) (Size Varies to 1 1/2") Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	215		127.00	LF	\$ 24.00 \$ 3,048.00
14	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	1		2.00	Each	\$ 430.00 \$ 860.00
Miscellaneous Construction Items						
16	Concrete Pavement Repair (All Depths)	115		79.70	SY	\$ 120.00 \$ 9,564.00
17	Asphalt Pavement Repair (All Depths)	500		281.50	SY	\$ 88.00 \$ 24,772.00
18	Concrete Curb & Gutter Repair (All Types)	166			LF	\$ 35.00 \$ -
19	Concrete Sidewalk Repair	17		15.60	SY	\$ 130.00 \$ 2,028.00
20	Temporary Erosion Control	1		0.90	LS	\$ 2,400.00 \$ 2,160.00
21	Grassing	1			LS	\$ 800.00 \$ -
22	Mobilization	1		1.00	LS	\$ 17,000.00 \$ 17,000.00
23	Maintenance of Traffic	1	0.05	0.95	LS	\$ 2,400.00 \$ 2,280.00
					Sub-total	\$ 150,978.00
Site 2 - Montague Street						
Water Pipe Items						
1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	20		8.00	LF	\$ 40.00 \$ 320.00
2	8" Class 350 Ductile Iron Water Pipe (Open Cut)	650		636.00	LF	\$ 26.00 \$ 16,536.00
Connection Items						
3	Connection: Proposed 8" Water Line to Existing 20" Water Line (Hot Tap w/ Valve Assembly)	1		1.00	Each	\$ 8,550.00 \$ 8,550.00
4	Connection: Proposed 8" Water Line to Existing 6" Water Line (Tee & other fittings)	1		1.00	Each	\$ 1,500.00 \$ 1,500.00
Valve and Hydrant Items						
5	6" Gate Valve	2		2.00	Each	\$ 775.00 \$ 1,550.00
6	8" Gate Valve	1		1.00	Each	\$ 1,100.00 \$ 1,100.00
7	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	1		1.00	Each	\$ 3,325.00 \$ 3,325.00
Water Service Items						
8	Service Tubing (Bored) (Size Varies to 1 1/2")	180		168.00	LF	\$ 24.00 \$ 4,032.00

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Item No.	Item Description	Total Quantities			Unit	Price	Amount
		Quantity On Contract	Allowed This Period	Allowed To Date			
9	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	15		15.00	Each	\$ 285.00	\$ 4,275.00
	Miscellaneous Construction Items						
10	Concrete Pavement Repair (All Depths)	38			SY	\$ 124.00	\$ -
11	Asphalt Pavement Repair (All Depths)	92		25.20	SY	\$ 95.00	\$ 2,394.00
12	Concrete Curb & Gutter Repair (All Types)	25			LF	\$ 52.00	\$ -
13	Temporary Erosion Control	1	0.05	0.95	LS	\$ 750.00	\$ 712.50
14	Grassing	1			LS	\$ 800.00	\$ -
15	Mobilization	1		1.00	LS	\$ 4,000.00	\$ 4,000.00
16	Maintenance of Traffic	1	0.05	0.95	LS	\$ 900.00	\$ 855.00
						Sub-total	\$ 49,149.50
	Site 3 - McLaurin Street						\$46,565.00
	Water Pipe Items						
1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	660		638.00	LF	\$ 23.00	\$ 14,674.00
	Connection Items						
2	Connection: Proposed 6" Water Line to Existing 20" Water Line (Hot Tap w/ Valve Assembly)	1		1.00	Each	\$ 8,550.00	\$ 8,550.00
3	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	1		1.00	Each	\$ 1,900.00	\$ 1,900.00
	Valve and Hydrant Items						
3	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	1		1.00	Each	\$ 3,325.00	\$ 3,325.00
	Water Service Items						
5	Service Tubing (Bored) (Size Varies to 1 1/2")	70		40.00	LF	\$ 24.00	\$ 960.00
	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	3		3.00	Each	\$ 285.00	\$ 855.00
	Miscellaneous Construction Items						
7	Concrete Pavement Repair (All Depths)	20			SY	\$ 124.00	\$ -
8	Asphalt Pavement Repair (All Depths)	35		16.00	SY	\$ 95.00	\$ 1,520.00
9	Concrete Curb & Gutter Repair (All Types)	40			LF	\$ 63.00	\$ -
10	Concrete Sidewalk Repair	2			SY	\$ 150.00	\$ -
11	Temporary Erosion Control	1	0.10	0.95	LS	\$ 750.00	\$ 712.50
12	Grassing	1			LS	\$ 800.00	\$ -
13	Mobilization	1		1.00	LS	\$ 4,000.00	\$ 4,000.00
14	Maintenance of Traffic	1	0.05	0.95	LS	\$ 900.00	\$ 855.00
						Sub-total	\$ 37,351.50
	Site 4 - E 9th, Coit, E 10th, Lula, Inez, Allen, Gravel, Heiddie & Kinnard St's						\$544,752.00
	Water Pipe Items						
1	1" Sch 80 PVC (Open Cut)	10			LF	\$ 15.00	\$ -
2	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20			LF	\$ 20.00	\$ -
3	4" Class 350 Ductile Iron Water Pipe (Open Cut)	20		2.00	LF	\$ 30.00	\$ 60.00
4	6" Class 350 Ductile Iron Water Pipe (Open Cut)	3,670		3,407.00	LF	\$ 23.00	\$ 78,361.00
5	8" Class 350 Ductile Iron Water Pipe (Open Cut)	2,875		2,972.00	LF	\$ 26.00	\$ 77,272.00
6	12" Class 350 Ductile Iron Water Pipe (Open Cut)	1,030		1007.00	LF	\$ 45.00	\$ 45,315.00
7	16" 200 PSI, DR9, HDPE (Open Cut) (Incl. adapter fittings)	100		100.00	LF	\$ 87.00	\$ 8,700.00
8	20" Steel Casing, 0.25" WT (Bored)	80		80.00	LF	\$ 138.00	\$ 11,040.00
	Connection Items						
9	Connection: Proposed 12" Water Line to Proposed 8" & 6" Water Lines (Cross & other fittings)	1		1.00	Each	\$ 2,200.00	\$ 2,200.00
10	Connection: Proposed 12" Water Line to Existing 12" Water Line (Hot Tap w/ Valve Assembly)	2		2.00	Each	\$ 3,950.00	\$ 7,900.00
11	Connection: Proposed 8" Water Line to Existing 12" Water Line (Hot Tap w/ Valve Assembly)	1		1.00	Each	\$ 2,550.00	\$ 2,550.00
12	Connection: Proposed 8" Water Line to Existing 6" Water Line (Cross & other fittings)	1			Each	\$ 2,000.00	\$ -
13	Connection: Proposed 8" Water Line to Existing 6" Water Line (Tee & other fittings)	1		1.00	Each	\$ 1,600.00	\$ 1,600.00
14	Connection: Proposed 8" Water Line to Existing 4" Water Line (Tee & other fittings)	1			Each	\$ 1,400.00	\$ -
15	Connection: Proposed 8" Water Line to Proposed 6" Water Line (Tee & other fittings)	3		3.00	Each	\$1,800.00	\$ 5,400.00

Item No.	Item Description	Total Quantities			Unit	Unit	
		Quantity On Contract	Allowed This Period	Allowed To Date		Price	Amount
16	Connection: Proposed 6" Water Line to Proposed 6" Water Line (Tee & other fittings)	1			Each	\$1,400.00	\$ -
17	Connection: Proposed 6" Water Line to Existing 6" Water Line (Cross & other fittings)	1		1.00	Each	\$ 1,500.00	\$ 1,500.00
18	Connection: Proposed 6" Water Line to Existing 6" Water Line (Tee & other fittings)	3			Each	\$ 1,600.00	\$ -
19	Connection: Proposed 6" Water Line to Existing 1" Water Line (Hot Tap w/ Valve Assembly)	1			Each	\$ 375.00	\$ -
20	Connection: Proposed 4" Water Line to Existing 2" Water Line (Straight Connection & other fittings)	1		1.00	Each	\$ 275.00	\$ 275.00
	Valve and Hydrant Items						
21	4" Gate Valve	1		1.00	Each	\$ 700.00	\$ 700.00
22	6" Gate Valve	18		14.00	Each	\$ 775.00	\$ 10,850.00
23	8" Gate Valve	11		11.00	Each	\$ 1,100.00	\$ 12,100.00
24	12" Gate Valve	4		4.00	Each	\$ 2,000.00	\$ 8,000.00
	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)						
25		18		18.00	Each	\$ 3,325.00	\$ 59,850.00
	Water Service Items						
26	Service Tubing (Bored) (Size Varies to 1 1/2")	1,240		1015.00	LF	\$ 24.00	\$ 24,360.00
	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)						
27		56		59.00	Each	\$ 275.00	\$ 16,225.00
	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)						
28		2			Each	\$ 1,000.00	\$ -
29	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	6		1.00	Each	\$ 433.00	\$ 433.00
	Miscellaneous Construction Items						
30	Removal of Fire Hydrant and Appurtenances	2		2.00	Each	\$ 250.00	\$ 500.00
31	Concrete Paved Ditch	4			CY	\$ 675.00	\$ -
32	Concrete Pavement Repair (All Depths)	78			SY	\$ 115.00	\$ -
33	Asphalt Pavement Repair (All Depths)	954		274.70	SY	\$ 86.00	\$ 23,624.20
34	Concrete Sidewalk Repair	26			SY	\$ 130.00	\$ -
35	Temporary Erosion Control	1	0.20	0.90	LS	\$ 5,500.00	\$ 4,950.00
36	Grassing	1		0.25	LS	\$ 2,500.00	\$ 625.00
37	Mobilization	1		1.00	LS	\$ 37,000.00	\$ 37,000.00
					Sub-total	\$ 441,390.20	
	Site 5 - Atlanta Street						\$121,974.00
	Water Pipe Items						
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20			LF	\$ 20.00	\$ -
2	6" Class 350 Ductile Iron Water Pipe (Open Cut)	20		8.00	LF	\$ 30.00	\$ 240.00
3	8" Class 350 Ductile Iron Water Pipe (Open Cut)	1,410		1406.00	LF	\$ 26.00	\$ 36,556.00
	Connection Items						
4	Connection: Proposed 8" Water Line to Existing 12" Water Line (Hot Tap w/ Valve Assembly)	1		1.00	Each	\$ 2,600.00	\$ 2,600.00
5	Connection: Proposed 8" Water Line to Existing 8" Water Line (Hot Tap w/ Valve Assembly)	1		1.00	Each	\$ 2,600.00	\$ 2,600.00
	Connection: Proposed 8" Water Line to Existing 6" Water Line (Cross & other fittings)	1		1.00	Each	\$ 1,800.00	\$ 1,800.00
	Connection: Proposed 8" Water Line to Existing 2" Water Line (Hot Tap w/ Valve Assembly)	2			Each	\$ 700.00	\$ -
	Valve and Hydrant Items						
8	6" Gate Valve	2		2.00	Each	\$ 775.00	\$ 1,550.00
9	8" Gate Valve	2		2.00	Each	\$ 1,100.00	\$ 2,200.00
	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)						
10		3		3.00	Each	\$ 3,225.00	\$ 9,675.00
	Water Service Items						
11	Service Tubing (Bored) (Size Varies to 1 1/2") Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	640		444.00	LF	\$ 24.00	\$ 10,656.00
12	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	25		27.00	Each	\$ 290.00	\$ 7,830.00
13		1			Each	\$ 435.00	\$ -

Item No.	Item Description	Total Quantities			Unit	Unit	
		Quantity On Contract	Allowed This Period	Allowed To Date		Price	Amount
	Miscellaneous Construction Items						
14	Removal of Fire Hydrant and Appurtenances	1			Each	\$ 250.00	\$ -
15	Concrete Pavement Repair (All Depths)	55			SY	\$ 120.00	\$ -
16	Asphalt Pavement Repair (All Depths)	233		62.70	SY	\$ 88.00	\$ 5,517.60
17	Concrete Curb & Gutter Repair (All Types)	10			LF	\$ 80.00	\$ -
18	Concrete Sidewalk Repair	3			SY	\$ 130.00	\$ -
19	Temporary Erosion Control	1	0.20	0.95	LS	\$ 1,000.00	\$ 950.00
20	Grassing	1			LS	\$ 800.00	\$ -
21	Mobilization	1		1.00	LS	\$ 7,300.00	\$ 7,300.00
22	Maintenance of Traffic	1	0.20	0.95	LS	\$ 1,800.00	\$ 1,710.00
					Sub-total	\$	\$ 91,184.60
	Site 6 - E 9th Street						\$83,249.00
	Water Pipe Items						
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	40			LF	\$ 15.00	\$ -
2	4" Class 350 Ductile Iron Water Pipe (Open Cut)	20			LF	\$ 30.00	\$ -
3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	920		887.00	LF	\$ 22.00	\$ 19,514.00
	Connection Items						
4	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	2	1.00	2.00	Each	\$ 1,900.00	\$ 3,800.00
5	Connection: Proposed 6" Water Line to Existing 4" Water Line (Tee & other fittings)	1			Each	\$ 1,300.00	\$ -
6	Connection: Proposed 6" Water Line to Existing 2" Water Line (Hot Tap w/ Valve Assembly)	2			Each	\$ 650.00	\$ -
	Valve and Hydrant Items						
7	4" Gate Valve	1			Each	\$ 700.00	\$ -
8	8" Gate Valve	2			Each	\$ 1,100.00	\$ -
9	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	2		2.00	Each	\$ 3,325.00	\$ 6,650.00
	Water Service Items						
10	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	7		6.00	Each	\$ 285.00	\$ 1,710.00
11	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	1			Each	\$ 432.00	\$ -
	Miscellaneous Construction Items						
12	Concrete Pavement Repair (All Depths)	11			SY	\$ 127.00	\$ -
13	Asphalt Pavement Repair (All Depths)	355		69.80	SY	\$ 87.00	\$ 6,072.60
14	Concrete Curb & Gutter Repair (All Types)	10			LF	\$ 85.00	\$ -
15	Concrete Sidewalk Repair	15			SY	\$ 130.00	\$ -
16	Temporary Erosion Control	1	0.35	0.70	LS	\$ 750.00	\$ 525.00
17	Grassing	1			LS	\$ 800.00	\$ -
18	Mobilization	1		1.00	LS	\$ 5,000.00	\$ 5,000.00
19	Maintenance of Traffic	1	0.35	0.70	LS	\$ 1,800.00	\$ 1,260.00
					Sub-total	\$	\$ 44,531.60
	Site 7 - Whitney, E 8th & E 10th Streets						\$302,261.00
	Water Pipe Items						
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20	15.00	15.00	LF	\$ 20.00	\$ 300.00
2	4" Class 350 Ductile Iron Water Pipe (Open Cut)	20		14.00	LF	\$ 30.00	\$ 420.00
3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	1,650		1553.00	LF	\$ 22.00	\$ 34,166.00
4	8" Class 350 Ductile Iron Water Pipe (Open Cut)	2,325		2224.00	LF	\$ 26.00	\$ 57,824.00
	Connection Items						
5	Connection: Proposed 8" Water Line to Proposed 8" Water Line (Tee & other fittings)	1			Each	\$ 1,600.00	\$ -
6	Connection: Proposed 8" Water Line to Proposed 6" Water Line (Tee & other fittings)	1		1.00	Each	\$ 1,600.00	\$ 1,600.00
7	Connection: Proposed 8" Water Line to Existing 8" Water Line (Hot Tap w/ Valve Assembly)	1		2.00	Each	\$ 2,500.00	\$ 5,000.00
8	Connection: Proposed 8" Water Line to Existing 6" Water Line (Cross & other fittings)	1		1.00	Each	\$ 2,000.00	\$ 2,000.00
9	Connection: Proposed 8" Water Line to Existing 6" Water Line (Tee & other fittings)	2			Each	\$ 1,900.00	\$ -
10	Connection: Proposed 8" Water Line to Existing 2" Water Line (Hot Tap w/ Valve Assembly)	1	1.00	1.00	Each	\$ 650.00	\$ 650.00

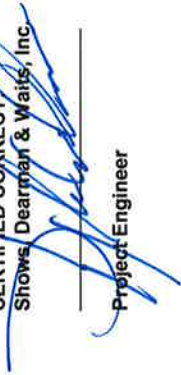
Item No.	Item Description	Total Quantities			Unit	Unit	
		Quantity On Contract	Allowed This Period	Allowed To Date		Price	Amount
11	Connection: Proposed 8" Water Line to Existing 1" Water Line (Hot Tap w/ Valve Assembly)	2	2.00	2.00	Each	\$ 400.00	\$ 800.00
12	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	1		5.00	Each	\$ 1,900.00	\$ 9,500.00
13	Connection: Proposed 6" Water Line to Existing 6" Water Line (Cross & other fittings)	1			Each	\$ 1,900.00	\$ -
14	Connection: Proposed 6" Water Line to Existing 4" Water Line (Cross & other fittings)	1		1.00	Each	\$ 1,800.00	\$ 1,800.00
15	Valve and Hydrant Items						
16	4" Gate Valve	2		2.00	Each	\$ 700.00	\$ 1,400.00
17	6" Gate Valve	12		5.00	Each	\$ 800.00	\$ 4,000.00
18	8" Gate Valve	7		4.00	Each	\$ 1,100.00	\$ 4,400.00
19	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	6		5.00	Each	\$ 3,325.00	\$ 16,625.00
20	Water Service Items						
21	Service Tubing (Bored) (Size Varies to 1 1/2") Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	755		526.00	LF	\$ 24.00	\$ 12,624.00
22	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	40		36.00	Each	\$ 290.00	\$ 10,440.00
23	Miscellaneous Construction Items	1			Each	\$ 432.00	\$ -
24	Removal of Fire Hydrant and Appurtenances	3			Each	\$ 250.00	\$ -
25	Concrete Pavement Repair (All Depths)	155			SY	\$ 115.00	\$ -
26	Asphalt Pavement Repair (All Depths)	759		200.90	SY	\$ 86.00	\$ 17,277.40
27	Concrete Curb & Gutter Repair (All Types)	50			LF	\$ 50.00	\$ -
28	Concrete Sidewalk Repair	12			SY	\$ 130.00	\$ -
29	Temporary Erosion Control	1	0.05	0.70	LS	\$ 5,900.00	\$ 4,130.00
30	Grassing	1			LS	\$ 1,500.00	\$ -
31	Mobilization	1		1.00	LS	\$ 19,500.00	\$ 19,500.00
32	Maintenance of Traffic	1	0.10	0.80	LS	\$ 2,350.00	\$ 1,880.00
33						Sub-total	\$ 206,336.40
34	Site 8 - E 6th Street						\$84,447.00
35	Water Pipe Items						
36	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20			LF	\$ 20.00	\$ -
37	6" Class 350 Ductile Iron Water Pipe (Open Cut)	980	974.00	974.00	LF	\$ 23.00	\$ 22,402.00
38	Connection Items						
39	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	2	2.00	3.00	Each	\$ 1,900.00	\$ 5,700.00
40	Connection: Proposed 6" Water Line to Existing 2" Water Line (Hot Tap w/ Valve Assembly)	1			Each	\$ 650.00	\$ -
41	Valve and Hydrant Items						
42	6" Gate Valve	2	4.00	4.00	Each	\$ 800.00	\$ 3,200.00
43	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	3	3.00	3.00	Each	\$ 3,325.00	\$ 9,975.00
44	Water Service Items						
45	Service Tubing (Bored) (Size Varies to 1 1/2") Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	80		72.00	LF	\$ 24.00	\$ 1,728.00
46	Miscellaneous Construction Items	7	6.00	6.00	Each	\$ 285.00	\$ 1,710.00
47	Concrete Pavement Repair (All Depths)	44			SY	\$ 122.00	\$ -
48	Asphalt Pavement Repair (All Depths)	301			SY	\$ 89.00	\$ -
49	Concrete Curb & Gutter Repair (All Types)	20			LF	\$ 65.00	\$ -
50	Concrete Sidewalk Repair	2			SY	\$ 130.00	\$ -
51	Temporary Erosion Control	1	0.60	0.60	LS	\$ 750.00	\$ 450.00
52	Grassing	1			LS	\$ 800.00	\$ -
53	Mobilization	1	1.00	1.00	LS	\$ 5,400.00	\$ 5,400.00
54	Maintenance of Traffic	1	0.60	0.60	LS	\$ 900.00	\$ 540.00
55						Sub-total	\$ 51,105.00
56	Site 9 - E 5th & Short E 5th Streets & Ferguson Alley						\$112,215.00
57	Water Pipe Items						
58	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20			LF	\$ 20.00	\$ -
59	4" Class 350 Ductile Iron Water Pipe (Open Cut)	230			LF	\$ 30.00	\$ -

Item No.	Item Description	Total Quantities			Unit	Unit	
		Quantity On Contract	Allowed This Period	Allowed To Date		Price	Amount
3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	1,090	414.00	414.00	LF	\$ 23.00	\$ 9,522.00
	Connection Items						
4	Connection: Proposed 6" Water Line to Proposed 6" & 4" Water Lines (Tee & other fittings)	1			Each	\$ 1,500.00	\$ -
5	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	2	1.00	1.00	Each	\$1,900.00	\$ 1,900.00
6	Connection: Proposed 4" Water Line to Existing 2" Water Line (Straight Connection & other fittings)	1			Each	\$300.00	\$ -
	Valve and Hydrant Items						
7	4" Gate Valve	1			Each	\$ 700.00	\$ -
8	6" Gate Valve	1			Each	\$ 800.00	\$ -
9	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	4	2.00	2.00	Each	\$ 3,325.00	\$ 6,650.00
	Water Service Items						
10	Service Tubing (Bored) (Size Varies to 1 1/2") Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	60		46.00	LF	\$ 24.00	\$ 1,104.00
11	Miscellaneous Construction Items	9			Each	\$ 285.00	\$ -
12	Removal of Fire Hydrant and Appurtenances	1			Each	\$ 250.00	\$ -
13	Concrete Pavement Repair (All Depths)	13			SY	\$ 150.00	\$ -
14	Asphalt Pavement Repair (All Depths)	460			SY	\$ 88.00	\$ -
15	Concrete Curb & Gutter Repair (All Types)	20			LF	\$ 65.00	\$ -
16	Concrete Sidewalk Repair	2			SY	\$ 130.00	\$ -
17	Temporary Erosion Control	1	0.50	0.50	LS	\$ 1,000.00	\$ 500.00
18	Grassing	1			LS	\$ 800.00	\$ -
19	Mobilization	1	1.00	1.00	LS	\$ 7,000.00	\$ 7,000.00
20	Maintenance of Traffic	1	0.50	0.50	LS	\$ 2,400.00	\$ 1,200.00
						Sub-total	\$ 27,876.00
	Site 10 - River, E 6th & E 5th Streets & Beta Avenue						\$180,977.00
	Water Pipe Items						
1	1" Sch 80 PVC (Open Cut)	10			LF	\$ 15.00	\$ -
2	2" Class 350 Ductile Iron Water Pipe (Open Cut)	270			LF	\$ 20.00	\$ -
3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	2,760			LF	\$ 23.00	\$ -
	Connection Items						
4	Connection: Proposed 6" Water Line to Proposed 6" Water Line (Tee & other fittings)	1			Each	\$ 1,300.00	\$ -
5	Connection: Proposed 6" Water Line to Proposed 6" & 2" Water Lines (Tee & other fittings)	1			Each	\$ 1,400.00	\$ -
6	Connection: Proposed 6" Water Line to Proposed 6" & Existing 2" Water Lines (Tee & other fittings)	1			Each	\$1,100.00	\$ -
7	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	1			Each	\$1,900.00	\$ -
8	Connection: Proposed 6" Water Line to Existing 6" Water Line (Tee & other fittings)	1			Each	\$ 1,400.00	\$ -
9	Connection: Proposed 6" Water Line to Existing 6" Water Line (Straight Connection & other fittings)	1			Each	\$ 600.00	\$ -
10	Connection: Proposed 2" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	1			Each	\$ 850.00	\$ -
11	Connection: Proposed 2" Water Line to Existing 2" Water Line (Tee & other fittings)	1			Each	\$ 400.00	\$ -
	Valve and Hydrant Items						
12	2" Gate Valve	2			Each	\$ 600.00	\$ -
13	6" Gate Valve	6			Each	\$ 800.00	\$ -
14	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	6			Each	\$ 3,325.00	\$ -
15	Blow-Off Valve w/ Appurtenances (Incl. Tee, Valve, Pipe & other fittings)	1			Each	\$ 900.00	\$ -
	Water Service Items						
16	Service Tubing (Bored) (Size Varies to 1 1/2")	60			LF	\$ 24.00	\$ -

Item No.	Item Description	Total Quantities			Unit	Price	Amount
		Quantity	Allowed This Period	Allowed To Date			
		On Contract					
17	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	19			Each	\$ 285.00	\$ -
	Miscellaneous Construction Items						
18	Removal of Fire Hydrant and Appurtenances	2			Each	\$ 250.00	\$ -
19	Concrete Pavement Repair (All Depths)	39			SY	\$ 120.00	\$ -
20	Asphalt Pavement Repair (All Depths)	469			SY	\$ 88.00	\$ -
21	Concrete Curb & Gutter Repair (All Types)	20			LF	\$ 65.00	\$ -
22	Concrete Sidewalk Repair	8			SY	\$ 130.00	\$ -
23	Temporary Erosion Control	1			LS	\$ 2,200.00	\$ -
24	Grassing	1			LS	\$ 1,500.00	\$ -
25	Mobilization	1			LS	\$ 15,000.00	\$ -
26	Maintenance of Traffic	1			LS	\$ 1,800.00	\$ -
					Sub-total	\$ -	\$ -
					TOTAL SITES 1-10	\$ 1,099,902.80	\$ 1,099,902.80

Total Earned - Regular Work	\$ 1,099,902.80
Less 5% Retainage	\$ 54,995.14
Stored Materials	\$ 112,205.05
Total Due - Regular Work	1,157,112.71
Less Previous Payments	\$ 1,115,021.61
Net Amount Due This Estimate	\$ 42,091.10
Less Deductions	\$ -
Net Payment Due	\$ 42,091.10

Percent Complete: 63%
Time Elapsed to date: 87%

CERTIFIED CORRECT:
Shows, Dearnman & Waits, Inc.

Project Engineer

APPROVED:

OWNER



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

July 28, 2016
Project No: 11231
Invoice No: 19228

Project Manager Shea McNease
Project 11231 Sewer Rate Study - 2016
Professional Services from June 26, 2016 to July 23, 2016

Total Fee	76,004.00			
Percent Complete	35.00	Total Earned	26,601.40	
		Previous Fee Billing	19,001.00	
		Current Fee Billing	7,600.40	
		Total Fee		7,600.40
		Total this Invoice		\$7,600.40

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

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

105695.605 LK
2016-56



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

July 28, 2016
Project No: 11230
Invoice No: 19229

Project Manager Shea McNease
Project 11230 Water Rate Study -2016
Professional Services from June 26, 2016 to July 23, 2016

Total Fee	88,424.00			
Percent Complete	35.00	Total Earned	30,948.40	
		Previous Fee Billing	22,106.00	
		Current Fee Billing	8,842.40	
		Total Fee		8,842.40
		Total this Invoice		\$8,842.40

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

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

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2016-56

LR



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

July 27, 2016
Project No: 1273-W012
Invoice No: 19211

Project Manager Kyle Wallace
Project 1273-W012 1500 GPM Water Well @ Plant No. 1
Professional Services from June 26, 2016 to July 23, 2016

Phase	CM	Construction Management				
Construction Cost		448,000.00				
Fee Percentage		9.00				
Total Fee		40,320.00				
Billing Phase	Percent of Fee	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Design Phase Services	100.00	40,320.00	100.00	40,320.00	40,320.00	0.00
	Totals			40,320.00	40,320.00	0.00
	Total Fee					0.00

Professional Personnel

	Hours	Rate	Amount
CONSTRUCTION OBSERVER			
Phillips, Michael	36.00	85.00	3,060.00
ENGINEERING INTERN			
Riley, Ivy	1.50	105.00	157.50
PROJECT ENGINEER			
Wallace, Kyle	4.00	175.00	700.00
Totals	41.50		3,917.50
Total Labor			3,917.50

Total this Phase \$3,917.50

Total this Invoice \$3,917.50

Outstanding Invoices

Number	Date	Balance
19143	5/26/2016	9,892.50
19196	7/5/2016	9,790.00
Total		19,682.50

Total Now Due \$23,600.00

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105695 0015
2016-4/89-110 LR



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

July 27, 2016
Project No: 1273-W013
Invoice No: 19210

Project Manager Kyle Wallace

Project 1273-W013 COMSWIP WATER PH V - I-59 Crossing etal

Professional Services from June 26, 2016 to July 23, 2016

Professional Personnel

	Hours	Rate	Amount
AUTO CAD TECHNICIAN			
Trahan, Beau	2.00	85.00	170.00
PROJECT ENGINEER			
Sellers, Bennie	10.00	150.00	1,500.00
Wallace, Kyle	2.00	150.00	300.00
Totals	14.00		1,970.00
Total Labor			1,970.00
Total this Invoice			\$1,970.00

Outstanding Invoices

Number	Date	Balance
19150	5/26/2016	16,400.00
19195	7/5/2016	11,645.00
Total		28,045.00

Total Now Due \$30,015.00

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

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105695. 40015
2011-4/89-110

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

July 27, 2016
Project No: 1273-S008
Invoice No: 19214

Project Manager Kyle Wallace

Project 1273-S008 COMSWIP Sewer Phase VII - Timothy, Adeline & Brooklane Sewer

Professional Services from June 26, 2016 to July 23, 2016

Phase CM Construction Management - Timothy, Adeli

Professional Personnel

	Hours	Rate	Amount
ENGINEERING INTERN			
Thomas, Louis	2.00	105.00	210.00
PROJECT ENGINEER			
Wallace, Kyle	9.00	175.00	1,575.00
Totals	11.00		1,785.00
Total Labor			1,785.00

Total this Phase \$1,785.00

Total this Invoice \$1,785.00

Outstanding Invoices

Number	Date	Balance
19145	5/26/2016	5,397.50
19198	7/5/2016	4,765.00
Total		10,162.50

Total Now Due \$11,947.50

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

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105695.7220.55 LR
2015-138



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

July 27, 2016
Project No: 1273-W007
Invoice No: 19213

Project Manager Kyle Wallace

Project 1273-W007 ComSWIP Water Phase II - Palmers Crossing

Professional Services from June 26, 2016 to July 23, 2016

Phase DD Palmer's Crossing - Design Phase

Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Wallace, Kyle	5.50	150.00	825.00	
Totals	5.50		825.00	
Total Labor				825.00
		Total this Phase		\$825.00
		Total this Invoice		\$825.00

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

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

105695.7245.51
2011-4/89-110 LN



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

July 27, 2016
Project No: 1273-W008
Invoice No: 19212

Project Manager Kyle Wallace
Project 1273-W008 ComSWIP Water Phase III - Mobile & Bouie

Professional Services from June 26, 2016 to July 23, 2016

Phase CM Mobile & Bouie - Construction Phase Svc

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Jackson, Terry	83.00	85.00	7,055.00	
FIELD CREW				
Crew, Field	8.50	175.00	1,487.50	
PROJECT ENGINEER				
Sellers, Bennie	11.50	150.00	1,725.00	
Wallace, Kyle	7.50	175.00	1,312.50	
Totals	110.50		11,580.00	
Total Labor				11,580.00
		Total this Phase		\$11,580.00
		Total this Invoice		\$11,580.00

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

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105095.7245.52
2011-4/29-110 LK



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

July 27, 2016
Project No: 1273-W009
Invoice No: 19207

Project Manager Bennie Sellers
Project 1273-W009 ComSWIP Water - Phase IV - Misc.
Professional Services from June 26, 2016 to July 23, 2016

Phase DD Water Phase IV - Design Phase Services
Professional Personnel

	Hours	Rate	Amount	
ENGINEERING INTERN				
Riley, Ivy	18.50	100.00	1,850.00	
PROJECT ENGINEER				
Sellers, Bennie	24.50	150.00	3,675.00	
Totals	43.00		5,525.00	
Total Labor				5,525.00
		Total this Phase		\$5,525.00
		Total this Invoice		\$5,525.00

Outstanding Invoices

Number	Date	Balance
19157	5/31/2016	3,175.00
19169	6/29/2016	6,667.50
Total		9,842.50

Total Now Due \$15,367.50

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

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

105695.7245.53
2011-4/89-110

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

July 28, 2016
Project No: 1273-W011
Invoice No: 19222

Project Manager Marcelin Joseph

Project 1273-W011 Water Line Ext on Old 98 and Runnels

Professional Services from June 26, 2016 to July 23, 2016

Professional Personnel

	Hours	Rate	Amount	
ENGINEERING INTERN				
Riley, Ivy	6.00	100.00	600.00	
PROJECT ENGINEER				
Wallace, Kyle	2.50	150.00	375.00	
Totals	8.50		975.00	
Total Labor				975.00

Reimbursable Expenses

Hattiesburg American				
7/6/2016	Hattiesburg American	Waterline Ext Old Hwy 98	47.45	
7/6/2016	Hattiesburg American	Waterline Ext Old Hwy 98	50.24	
Total Reimbursables			97.69	97.69

Total this Invoice \$1,072.69

Outstanding Invoices

Number	Date	Balance
19160	5/31/2016	1,425.00
19178	6/29/2016	450.00
Total		1,875.00

Total Now Due \$2,947.69

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

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

105695.7245.11
2011-4/89-110

LR



**City of Hattiesburg
2013 Sewer & Water Bond
Summary of Payments
As of August 9, 2016**

Project Name	Payments by Project This Requisition	Payments to Date from This Bond
1500 GPM Water Well @ Plant No 1	163,157.50	434,511.83
18" Sewer Trunk Lines		1,462,533.86
Clear Sewer ROW & Easements		30,022.50
Comprehensive Sanitary Sewer Study Task 1		6,300.00
Construction of Drying Bed at North Lagoon		18,000.00
Hwy 98 Booster Station		43,522.75
Hwy 98 Elevated Water Tank		113,226.30
Hwy 98 Fire Lines		48,652.50
Inflow and Infiltration Study		4,096,939.46
James St Water Well # 3		629,887.99
No-Discharge Wastewater Treatment System		292,127.60
NS Task 10 South Lagoon Sampling		43,676.87
NS Task 7 Wastewater Treatment Phase A		3,272,829.24
NS Task 7 WWTP Phase B Final Design		2,728,989.81
NS Task 8 WWTP Access Road & Site Design2		265,151.26
NS Task 9 WWTP Land Application Mgt		140,953.95
Providence Sewer Repair		62,172.00
Sewer Improvements Ph I		123,469.75
Sewer Improvements Ph II		259,327.58
Sewer Improvements Ph III		504,373.26
Sewer Improvements Ph IV		2,690.00
Sewer Improvements Ph V		90,547.50
Sewer Improvements Ph VII	1,785.00	2,797,245.89
Sewer Rate Study 2016	7,600.40	30,401.60
Veteran's Blvd Water Connector		1,555,895.52
Water Improvements Ph I		115,051.65
Water Improvements Ph II	825.00	220,964.33
Water Improvements Ph III	53,671.10	1,460,897.04
Water Improvements Ph IV	5,525.00	117,307.50
Water Improvements Ph V	1,970.00	60,312.50
Water Line Old 98 & Runnels Rd	1,072.69	282,938.04
Water Rate Study 2016	8,842.40	30,948.40
Wesley Water Well # 2		19,115.00
WTP #2 Filter #6 Repairs		110,863.40
Grand Total	244,449.09	21,471,846.88

Hattiesburg, Mississippi does hereby certify to Hancock 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 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 December 19, 2013 (the “Loan Agreement”).
- (4) The payment herein authorized and approved is a proper charge against the 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)

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. 55 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated December 19, 2014. After discussion of the subject, Council Member Carroll 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. 55 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF DECEMBER 19, 2013, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on December 19, 2013 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed \$28,000,000 (the "Loan") pursuant to the terms and conditions of that certain loan agreement, dated as of December 19, 2013, 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. 55 from the Project Fund Construction Account under the Loan in the total aggregate amount of \$ 244,449.09 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. 55 from the Project Fund Construction Account under the Loan in the total aggregate amount of **Two Hundred Forty-Four Thousand, Four Hundred Forty-Four and 09/100 Dollars (\$ 244,449.09)** 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 Hancock Bank, as Trustee to disburse funds of Requisition No. 55 in the total aggregate amount of **Two Hundred Forty-Four Thousand, Four Hundred Forty-Four and 09/100 Dollars (\$ 244,449.09)** 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 Carroll seconded by Council Member Dryden, and was adopted by the following vote, to wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

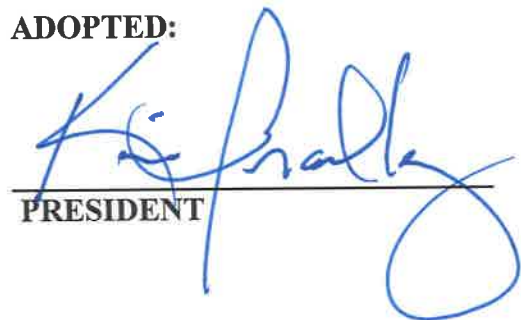
The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 16th day of August, 2016.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 16th day of August, 2016.

ATTEST:


CITY CLERK

APPROVED:


MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

RE: \$28,000,000.00 Mississippi Development Bank Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) (the "Bonds") secured by \$28,000,000.00 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) (the "Note").

TO: Hancock Bank
The Quarter Specialty Center
1855 Lakeland Drive, Suite Q-230
Jackson, Mississippi 39216
ATTN: Trust and Financial Services Group

REQUISITION NO.: 55

DATE OF REQUISITION: 8/16/2016

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Griner Drilling Services Inc. P.O. Drawer 825 1014 HWY 98 East Columbia, MS 39429	105695.7245.27	\$ 159,240.00	Pay App 3	1500 GPM Water Well @ Plant 1 Period: May 1 - June 30, 2016 MB 2016-54
2	T.L. Wallace 4025 HWY 35 North Columbia, MS 39429	105695.7245.52	\$ 42,091.10	Pay Est. 9	Water Improvements Ph III Period: June 26 - July 22, 2016 MB 2015-241
3	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.6015	\$ 7,600.40	19228	Sewer Rate Study 2016 Period: June 26 - July 23, 2016 MB 2016-56 SDW #11231
4	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.6015	\$ 8,842.40	19229	Water Rate Study 2016 Period: June 26 - July 23, 2016 MB 2016-56 SDW #11230
5	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.6015	\$ 3,917.50	19211	1500 GPM Water Well @ Plant 1 Period: June 26 - July 23, 2016 MB 2011-4/89-110 SDW #1273-W012

EXHIBIT A

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
6	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.6015	\$ 1,970.00	19210	Water Ph V I-59 Crossing Period: June 26 - July 23, 2016 MB 2011-4/89-110 SDW #1273-W013
7	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7220.55	\$ 1,785.00	19214	Sewer Ph VII - Timothy, Adeline, & Brooklane Period: June 26 - July 23, 2016 MB 2015-138 SDW #1273-S008
8	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7245.51	\$ 825.00	19213	Water Ph II - Palmers Crossing Period: June 26 - July 23, 2016 MB 2015-138 SDW #1273-W007
9	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7245.52	\$ 11,580.00	19212	Water Ph III - Mobile & Bouie Period: June 26 - July 23, 2016 MB 2015-138 SDW #1273-W008
10	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7245.53	\$ 5,525.00	19207	Water Ph IV - Misc. Period: June 26 - July 23, 2016 MB 2011-4/89-110 SDW #1273-W009
11	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7245.11	\$ 1,072.69	19222	Water Line Ext on Old 98 and Runnels Period: June 26 - July 23, 2016 MB 2011-4/89-110 SDW #1273-W011

\$ 244,449.09



Contractor's Application for Payment No.

3

		Application Period: 05/01/2016 - 06/30/2016 Application Date: 06/30/2016
To: City of Hattiesburg (0066003) (Owner)	From: Griner Drilling Service, Inc. P.O. Drawer 825, 1014 Highway 98 East (Contractor) Columbia, MS 39429	Vln (Engineer): SDW - Engineering Progress Attn: Kyle D. Wallace, P.E. 301 Second Avenue, Hattiesburg, MS 39401
Project: 1500 GPM Water Well	Contract: 1500 GPM Water Well at Plant No. 1	
Owner's Project No.: N/A	Contractor's Project No.: 2016M1002	Engineer Project No.: N/A

Application For Payment

Earnings Order Summary		
Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE.....	\$	\$448,000.00
2. Net change by Change Orders.....	\$	
3. Current Contract Price (Line 1 + 2).....	\$	\$448,000.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	\$379,500.00
5. RETAINAGE:		
a. 5% X <u>\$379,500.00</u> Work Completed.....	\$	\$18,975.00
b. X <u> </u> Stored Material.....	\$	
c. Total Retainage (Line 5a + Line 5b).....	\$	\$18,975.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	\$360,525.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$201,285.00
8. AMOUNT DUE THIS APPLICATION.....	\$	\$159,240.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	\$87,475.00

Contractor's Certification

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

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

By:  Date: 06/30/2016

Payment of: \$ 159,240.00 (Line 8 or other - attach explanation of the other amount)

is recommended by:  (Engineer) (Date)

Payment of: \$ 159,240.00 (Line 8 or other - attach explanation of the other amount)

is approved by:  (Owner) (Date) 8-16-16

Approved by: _____ Funding Agency (if applicable) (Date)

105695.7245.27
2016-54



Engineering Progress

August 5, 2016

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39401

Attn: Mr. Lamar Rutland, P.E.

RE: Comprehensive Water Improvements – Phase III
Mobile & Bouie Street Areas
Hattiesburg, MS

Dear Mr. Rutland,

Enclosed please find Pay Estimate No. 9 for the above referenced project.

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

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/aa
Enclosure

cc: Terry Jackson, SDW Files,
T.L. Wallace

Y: Contracted Proj = Cons. S. p. 2016: Comp. Water Imp. Phase III = Acc. Pay Est.

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

Project: Comp. Water Improvements Phase III - Mobile & Bouie St. Area
City of Hattiesburg
Contractor: T.L. Wallace
4025 Hwy. 35 North, Columbia, MS 39429
Pay Estimate No.: Nine (9)

Pay Period: June 26 - July 22, 2016

Item No.	Item Description	Total Quantities			Unit	Unit	
		Quantity	Allowed This Period	Allowed To Date		Price	Amount
		On Contract					
					CONTRACT TOTAL:		\$1,722,687.00
Site 1 - Columbia, Eupora, Lake, Phillipps & W 5 th Streets					\$182,725.00		
	Water Pipe Items						
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	40		25.00	LF	\$ 15.00	\$ 375.00
2	6" Class 350 Ductile Iron Water Pipe (Open Cut)	1,310		1327.00	LF	\$ 23.00	\$ 30,521.00
3	8" Class 350 Ductile Iron Water Pipe (Open Cut)	920		902.00	LF	\$ 25.00	\$ 22,550.00
	Connection Items						
4	Connection: Proposed 8" Water Line to Existing 8" Water Line (Hot Tap w/ Valve Assembly)	1		1.00	Each	\$ 2,500.00	\$ 2,500.00
5	Connection: Proposed 8" Water Line to Existing 6" Water Line (Tee & other fittings)	1		1.00	Each	\$ 1,600.00	\$ 1,600.00
6	Connection: Proposed 6" Water Line to Proposed 6" Water Line (Tee & other fittings)	1		1.00	Each	\$ 1,500.00	\$ 1,500.00
7	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	3		3.00	Each	\$ 1,900.00	\$ 5,700.00
8	Connection: Proposed 6" Water Line to Existing 2" Water Line (Tee & other fittings)	1		1.00	Each	\$ 1,200.00	\$ 1,200.00
	Valve and Hydrant Items						
9	2" Gate Valve	1		2.00	Each	\$ 550.00	\$ 1,100.00
10	6" Gate Valve	2		2.00	Each	\$ 775.00	\$ 1,550.00
11	8" Gate Valve	1		1.00	Each	\$ 1,100.00	\$ 1,100.00
12	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	4		4.00	Each	\$ 3,325.00	\$ 13,300.00
	Water Service Items						
13	Service Tubing (Bored) (Size Varies to 1 1/2")	215		127.00	LF	\$ 24.00	\$ 3,048.00
14	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	21		22.00	Each	\$ 285.00	\$ 6,270.00
15	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	1		2.00	Each	\$ 430.00	\$ 860.00
	Miscellaneous Construction Items						
16	Concrete Pavement Repair (All Depths)	115		79.70	SY	\$ 120.00	\$ 9,564.00
17	Asphalt Pavement Repair (All Depths)	500		281.50	SY	\$ 88.00	\$ 24,772.00
18	Concrete Curb & Gutter Repair (All Types)	166			LF	\$ 35.00	\$ -
19	Concrete Sidewalk Repair	17		15.60	SY	\$ 130.00	\$ 2,028.00
20	Temporary Erosion Control	1		0.90	LS	\$ 2,400.00	\$ 2,160.00
21	Grassing	1			LS	\$ 800.00	\$ -
22	Mobilization	1		1.00	LS	\$ 17,000.00	\$ 17,000.00
23	Maintenance of Traffic	1	0.05	0.95	LS	\$ 2,400.00	\$ 2,280.00
						Sub-total	\$ 150,978.00
	Site 2 - Montague Street						\$63,522.00
	Water Pipe Items						
1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	20		8.00	LF	\$ 40.00	\$ 320.00
2	8" Class 350 Ductile Iron Water Pipe (Open Cut)	650		636.00	LF	\$ 26.00	\$ 16,536.00
	Connection Items						
3	Connection: Proposed 8" Water Line to Existing 20" Water Line (Hot Tap w/ Valve Assembly)	1		1.00	Each	\$ 8,550.00	\$ 8,550.00
4	Connection: Proposed 8" Water Line to Existing 6" Water Line (Tee & other fittings)	1		1.00	Each	\$ 1,500.00	\$ 1,500.00
	Valve and Hydrant Items						
5	6" Gate Valve	2		2.00	Each	\$ 775.00	\$ 1,550.00
6	8" Gate Valve	1		1.00	Each	\$ 1,100.00	\$ 1,100.00
7	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	1		1.00	Each	\$ 3,325.00	\$ 3,325.00
	Water Service Items						
8	Service Tubing (Bored) (Size Varies to 1 1/2")	180		168.00	LF	\$ 24.00	\$ 4,032.00

Item No.	Item Description	Total Quantities			Unit	Unit	Amount
		Quantity On Contract	Allowed This Period	Allowed To Date		Price	
9	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	15		15.00	Each	\$ 285.00	\$ 4,275.00
	Miscellaneous Construction Items						
10	Concrete Pavement Repair (All Depths)	38			SY	\$ 124.00	\$ -
11	Asphalt Pavement Repair (All Depths)	92		25.20	SY	\$ 95.00	\$ 2,394.00
12	Concrete Curb & Gutter Repair (All Types)	25			LF	\$ 52.00	\$ -
13	Temporary Erosion Control	1	0.05	0.95	LS	\$ 750.00	\$ 712.50
14	Grassing	1			LS	\$ 800.00	\$ -
15	Mobilization	1		1.00	LS	\$ 4,000.00	\$ 4,000.00
16	Maintenance of Traffic	1	0.05	0.95	LS	\$ 900.00	\$ 855.00
						Sub-total	\$ 49,149.50
	Site 3 - McLaurin Street						\$46,565.00
	Water Pipe Items						
1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	660		638.00	LF	\$ 23.00	\$ 14,674.00
	Connection Items						
2	Connection: Proposed 6" Water Line to Existing 20" Water Line (Hot Tap w/ Valve Assembly)	1		1.00	Each	\$ 8,550.00	\$ 8,550.00
3	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	1		1.00	Each	\$ 1,900.00	\$ 1,900.00
	Valve and Hydrant Items						
4	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	1		1.00	Each	\$ 3,325.00	\$ 3,325.00
	Water Service Items						
5	Service Tubing (Bored) (Size Varies to 1 1/2")	70		40.00	LF	\$ 24.00	\$ 960.00
6	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	3		3.00	Each	\$ 285.00	\$ 855.00
	Miscellaneous Construction Items						
7	Concrete Pavement Repair (All Depths)	20			SY	\$ 124.00	\$ -
8	Asphalt Pavement Repair (All Depths)	35		16.00	SY	\$ 95.00	\$ 1,520.00
9	Concrete Curb & Gutter Repair (All Types)	40			LF	\$ 63.00	\$ -
10	Concrete Sidewalk Repair	2			SY	\$ 150.00	\$ -
11	Temporary Erosion Control	1	0.10	0.95	LS	\$ 750.00	\$ 712.50
12	Grassing	1			LS	\$ 800.00	\$ -
13	Mobilization	1		1.00	LS	\$ 4,000.00	\$ 4,000.00
14	Maintenance of Traffic	1	0.05	0.95	LS	\$ 900.00	\$ 855.00
						Sub-total	\$ 37,351.50
	Site 4 - E 9th, Coit, E 10th, Lula, Inez, Allen, Gravel, Heiddle & Kinnard St's						\$544,752.00
	Water Pipe Items						
1	1" Sch 80 PVC (Open Cut)	10			LF	\$ 15.00	\$ -
2	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20			LF	\$ 20.00	\$ -
3	4" Class 350 Ductile Iron Water Pipe (Open Cut)	20		2.00	LF	\$ 30.00	\$ 60.00
4	6" Class 350 Ductile Iron Water Pipe (Open Cut)	3,670		3,407.00	LF	\$ 23.00	\$ 78,361.00
5	8" Class 350 Ductile Iron Water Pipe (Open Cut)	2,875		2,972.00	LF	\$ 26.00	\$ 77,272.00
6	12" Class 350 Ductile Iron Water Pipe (Open Cut)	1,030		1007.00	LF	\$ 45.00	\$ 45,315.00
7	16" 200 PSI, DR9, HDPE (Open Cut) (Incl. adapter fittings)	100		100.00	LF	\$ 87.00	\$ 8,700.00
8	20" Steel Casing, 0.25" WT (Bored)	80		80.00	LF	\$ 138.00	\$ 11,040.00
	Connection Items						
9	Connection: Proposed 12" Water Line to Proposed 8" & 6" Water Lines (Cross & other fittings)	1		1.00	Each	\$ 2,200.00	\$ 2,200.00
10	Connection: Proposed 12" Water Line to Existing 12" Water Line (Hot Tap w/ Valve Assembly)	2		2.00	Each	\$ 3,950.00	\$ 7,900.00
11	Connection: Proposed 8" Water Line to Existing 12" Water Line (Hot Tap w/ Valve Assembly)	1		1.00	Each	\$ 2,550.00	\$ 2,550.00
12	Connection: Proposed 8" Water Line to Existing 6" Water Line (Cross & other fittings)	1			Each	\$ 2,000.00	\$ -
13	Connection: Proposed 8" Water Line to Existing 6" Water Line (Tee & other fittings)	1		1.00	Each	\$ 1,600.00	\$ 1,600.00
14	Connection: Proposed 8" Water Line to Existing 4" Water Line (Tee & other fittings)	1			Each	\$ 1,400.00	\$ -
15	Connection: Proposed 8" Water Line to Proposed 6" Water Line (Tee & other fittings)	3		3.00	Each	\$1,800.00	\$ 5,400.00

Item No.	Item Description	Total Quantities			Unit	Unit	
		Quantity	Allowed This Period	Allowed To Date		Price	Amount
		On Contract					
16	Connection: Proposed 6" Water Line to Proposed 6" Water Line (Tee & other fittings)	1			Each	\$1,400.00	\$ -
17	Connection: Proposed 6" Water Line to Existing 6" Water Line (Cross & other fittings)	1		1.00	Each	\$ 1,500.00	\$ 1,500.00
18	Connection: Proposed 6" Water Line to Existing 6" Water Line (Tee & other fittings)	3			Each	\$ 1,600.00	\$ -
19	Connection: Proposed 6" Water Line to Existing 1" Water Line (Hot Tap w/ Valve Assembly)	1			Each	\$ 375.00	\$ -
20	Connection: Proposed 4" Water Line to Existing 2" Water Line (Straight Connection & other fittings)	1		1.00	Each	\$ 275.00	\$ 275.00
Valve and Hydrant Items							
21	4" Gate Valve	1		1.00	Each	\$ 700.00	\$ 700.00
22	6" Gate Valve	18		14.00	Each	\$ 775.00	\$ 10,850.00
23	8" Gate Valve	11		11.00	Each	\$ 1,100.00	\$ 12,100.00
24	12" Gate Valve	4		4.00	Each	\$ 2,000.00	\$ 8,000.00
25	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	18		18.00	Each	\$ 3,325.00	\$ 59,850.00
Water Service Items							
26	Service Tubing (Bored) (Size Varies to 1 1/2")	1,240		1015.00	LF	\$ 24.00	\$ 24,360.00
27	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	56		59.00	Each	\$ 275.00	\$ 16,225.00
28	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	2			Each	\$ 1,000.00	\$ -
29	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	6		1.00	Each	\$ 433.00	\$ 433.00
Miscellaneous Construction Items							
30	Removal of Fire Hydrant and Appurtenances	2		2.00	Each	\$ 250.00	\$ 500.00
31	Concrete Paved Ditch	4			CY	\$ 675.00	\$ -
32	Concrete Pavement Repair (All Depths)	78			SY	\$ 115.00	\$ -
33	Asphalt Pavement Repair (All Depths)	954		274.70	SY	\$ 86.00	\$ 23,624.20
34	Concrete Sidewalk Repair	26			SY	\$ 130.00	\$ -
35	Temporary Erosion Control	1	0.20	0.90	LS	\$ 5,500.00	\$ 4,950.00
36	Grassing	1		0.25	LS	\$ 2,500.00	\$ 625.00
37	Mobilization	1		1.00	LS	\$ 37,000.00	\$ 37,000.00
						Sub-total	\$ 441,390.20
Site 5 - Atlanta Street							\$121,974.00
Water Pipe Items							
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20			LF	\$ 20.00	\$ -
2	6" Class 350 Ductile Iron Water Pipe (Open Cut)	20		8.00	LF	\$ 30.00	\$ 240.00
3	8" Class 350 Ductile Iron Water Pipe (Open Cut)	1,410		1406.00	LF	\$ 26.00	\$ 36,556.00
Connection Items							
4	Connection: Proposed 8" Water Line to Existing 12" Water Line (Hot Tap w/ Valve Assembly)	1		1.00	Each	\$ 2,600.00	\$ 2,600.00
5	Connection: Proposed 8" Water Line to Existing 8" Water Line (Hot Tap w/ Valve Assembly)	1		1.00	Each	\$ 2,600.00	\$ 2,600.00
6	Connection: Proposed 8" Water Line to Existing 6" Water Line (Cross & other fittings)	1		1.00	Each	\$ 1,800.00	\$ 1,800.00
7	Connection: Proposed 8" Water Line to Existing 2" Water Line (Hot Tap w/ Valve Assembly)	2			Each	\$ 700.00	\$ -
Valve and Hydrant Items							
8	6" Gate Valve	2		2.00	Each	\$ 775.00	\$ 1,550.00
9	8" Gate Valve	2		2.00	Each	\$ 1,100.00	\$ 2,200.00
10	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	3		3.00	Each	\$ 3,225.00	\$ 9,675.00
Water Service Items							
11	Service Tubing (Bored) (Size Varies to 1 1/2")	640		444.00	LF	\$ 24.00	\$ 10,656.00
12	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	25		27.00	Each	\$ 290.00	\$ 7,830.00
13	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	1			Each	\$ 435.00	\$ -

Item No.	Item Description	Total Quantities			Unit	Unit	
		Quantity On Contract	Allowed This Period	Allowed To Date		Price	Amount
	Miscellaneous Construction Items						
14	Removal of Fire Hydrant and Appurtenances	1			Each	\$ 250.00	\$ -
15	Concrete Pavement Repair (All Depths)	55			SY	\$ 120.00	\$ -
16	Asphalt Pavement Repair (All Depths)	233		62.70	SY	\$ 88.00	\$ 5,517.60
17	Concrete Curb & Gutter Repair (All Types)	10			LF	\$ 80.00	\$ -
18	Concrete Sidewalk Repair	3			SY	\$ 130.00	\$ -
19	Temporary Erosion Control	1	0.20	0.95	LS	\$ 1,000.00	\$ 950.00
20	Grassing	1			LS	\$ 800.00	\$ -
21	Mobilization	1		1.00	LS	\$ 7,300.00	\$ 7,300.00
22	Maintenance of Traffic	1	0.20	0.95	LS	\$ 1,800.00	\$ 1,710.00
						Sub-total	\$ 91,184.60
	Site 6 - E 9th Street						\$83,249.00
	Water Pipe Items						
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	40			LF	\$ 15.00	\$ -
2	4" Class 350 Ductile Iron Water Pipe (Open Cut)	20			LF	\$ 30.00	\$ -
3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	920		887.00	LF	\$ 22.00	\$ 19,514.00
	Connection Items						
4	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	2	1.00	2.00	Each	\$ 1,900.00	\$ 3,800.00
5	Connection: Proposed 6" Water Line to Existing 4" Water Line (Tee & other fittings)	1			Each	\$ 1,300.00	\$ -
6	Connection: Proposed 6" Water Line to Existing 2" Water Line (Hot Tap w/ Valve Assembly)	2			Each	\$ 650.00	\$ -
	Valve and Hydrant Items						
7	4" Gate Valve	1			Each	\$ 700.00	\$ -
8	8" Gate Valve	2			Each	\$ 1,100.00	\$ -
9	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	2		2.00	Each	\$ 3,325.00	\$ 6,650.00
	Water Service Items						
10	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	7		6.00	Each	\$ 285.00	\$ 1,710.00
11	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	1			Each	\$ 432.00	\$ -
	Miscellaneous Construction Items						
12	Concrete Pavement Repair (All Depths)	11			SY	\$ 127.00	\$ -
13	Asphalt Pavement Repair (All Depths)	355		69.80	SY	\$ 87.00	\$ 6,072.60
14	Concrete Curb & Gutter Repair (All Types)	10			LF	\$ 85.00	\$ -
15	Concrete Sidewalk Repair	15			SY	\$ 130.00	\$ -
16	Temporary Erosion Control	1	0.35	0.70	LS	\$ 750.00	\$ 525.00
17	Grassing	1			LS	\$ 800.00	\$ -
18	Mobilization	1		1.00	LS	\$ 5,000.00	\$ 5,000.00
19	Maintenance of Traffic	1	0.35	0.70	LS	\$ 1,800.00	\$ 1,260.00
						Sub-total	\$ 44,531.60
	Site 7 - Whitney, E 8th & E 10th Streets						\$302,261.00
	Water Pipe Items						
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20	15.00	15.00	LF	\$ 20.00	\$ 300.00
2	4" Class 350 Ductile Iron Water Pipe (Open Cut)	20		14.00	LF	\$ 30.00	\$ 420.00
3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	1,650		1553.00	LF	\$ 22.00	\$ 34,166.00
4	8" Class 350 Ductile Iron Water Pipe (Open Cut)	2,325		2224.00	LF	\$ 26.00	\$ 57,824.00
	Connection Items						
5	Connection: Proposed 8" Water Line to Proposed 8" Water Line (Tee & other fittings)	1			Each	\$ 1,600.00	\$ -
6	Connection: Proposed 8" Water Line to Proposed 6" Water Line (Tee & other fittings)	1		1.00	Each	\$ 1,600.00	\$ 1,600.00
7	Connection: Proposed 8" Water Line to Existing 8" Water Line (Hot Tap w/ Valve Assembly)	1		2.00	Each	\$ 2,500.00	\$ 5,000.00
8	Connection: Proposed 8" Water Line to Existing 6" Water Line (Cross & other fittings)	1		1.00	Each	\$ 2,000.00	\$ 2,000.00
9	Connection: Proposed 8" Water Line to Existing 6" Water Line (Tee & other fittings)	2			Each	\$ 1,900.00	\$ -
10	Connection: Proposed 8" Water Line to Existing 2" Water Line (Hot Tap w/ Valve Assembly)	1	1.00	1.00	Each	\$ 650.00	\$ 650.00

Item No.	Item Description	Total Quantities			Unit	Unit	
		Quantity	Allowed This Period	Allowed To Date		Price	Amount
		On Contract					
11	Connection: Proposed 8" Water Line to Existing 1" Water Line (Hot Tap w/ Valve Assembly)	2	2.00	2.00	Each	\$ 400.00	\$ 800.00
12	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	1		5.00	Each	\$ 1,900.00	\$ 9,500.00
13	Connection: Proposed 6" Water Line to Existing 6" Water Line (Cross & other fittings)	1			Each	\$ 1,900.00	\$ -
14	Connection: Proposed 6" Water Line to Existing 4" Water Line (Cross & other fittings)	1		1.00	Each	\$ 1,800.00	\$ 1,800.00
	Valve and Hydrant Items						
15	4" Gate Valve	2		2.00	Each	\$ 700.00	\$ 1,400.00
16	6" Gate Valve	12		5.00	Each	\$ 800.00	\$ 4,000.00
17	8" Gate Valve	7		4.00	Each	\$ 1,100.00	\$ 4,400.00
18	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	6		5.00	Each	\$ 3,325.00	\$ 16,625.00
	Water Service Items						
19	Service Tubing (Bored) (Size Varies to 1 1/2")	755		526.00	LF	\$ 24.00	\$ 12,624.00
20	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	40		36.00	Each	\$ 290.00	\$ 10,440.00
21	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	1			Each	\$ 432.00	\$ -
	Miscellaneous Construction Items						
22	Removal of Fire Hydrant and Appurtenances	3			Each	\$ 250.00	\$ -
23	Concrete Pavement Repair (All Depths)	155			SY	\$ 115.00	\$ -
24	Asphalt Pavement Repair (All Depths)	759		200.90	SY	\$ 86.00	\$ 17,277.40
25	Concrete Curb & Gutter Repair (All Types)	50			LF	\$ 50.00	\$ -
26	Concrete Sidewalk Repair	12			SY	\$ 130.00	\$ -
27	Temporary Erosion Control	1	0.05	0.70	LS	\$ 5,900.00	\$ 4,130.00
28	Grassing	1			LS	\$ 1,500.00	\$ -
29	Mobilization	1		1.00	LS	\$ 19,500.00	\$ 19,500.00
30	Maintenance of Traffic	1	0.10	0.80	LS	\$ 2,350.00	\$ 1,880.00
						Sut-total	\$ 206,336.40
	Site 8 - E 6th Street						\$84,447.00
	Water Pipe Items						
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20			LF	\$ 20.00	\$ -
2	6" Class 350 Ductile Iron Water Pipe (Open Cut)	980	974.00	974.00	LF	\$ 23.00	\$ 22,402.00
	Connection Items						
3	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	2	2.00	3.00	Each	\$ 1,900.00	\$ 5,700.00
4	Connection: Proposed 6" Water Line to Existing 2" Water Line (Hot Tap w/ Valve Assembly)	1			Each	\$ 650.00	\$ -
	Valve and Hydrant Items						
5	6" Gate Valve	2	4.00	4.00	Each	\$ 800.00	\$ 3,200.00
6	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	3	3.00	3.00	Each	\$ 3,325.00	\$ 9,975.00
	Water Service Items						
7	Service Tubing (Bored) (Size Varies to 1 1/2")	80		72.00	LF	\$ 24.00	\$ 1,728.00
8	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	7	6.00	6.00	Each	\$ 285.00	\$ 1,710.00
	Miscellaneous Construction Items						
9	Concrete Pavement Repair (All Depths)	44			SY	\$ 122.00	\$ -
10	Asphalt Pavement Repair (All Depths)	301			SY	\$ 89.00	\$ -
11	Concrete Curb & Gutter Repair (All Types)	20			LF	\$ 65.00	\$ -
12	Concrete Sidewalk Repair	2			SY	\$ 130.00	\$ -
13	Temporary Erosion Control	1	0.60	0.60	LS	\$ 750.00	\$ 450.00
14	Grassing	1			LS	\$ 800.00	\$ -
15	Mobilization	1	1.00	1.00	LS	\$ 5,400.00	\$ 5,400.00
16	Maintenance of Traffic	1	0.60	0.60	LS	\$ 900.00	\$ 540.00
						Sub-total	\$ 51,105.00
	Site 9 – E 5th & Short E 5th Streets & Ferguson Alley						\$112,215.00
	Water Pipe Items						
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20			LF	\$ 20.00	\$ -
2	4" Class 350 Ductile Iron Water Pipe (Open Cut)	230			LF	\$ 30.00	\$ -

Item No.	Item Description	Total Quantities			Unit	Unit	
		Quantity On Contract	Allowed This Period	Allowed To Date		Price	Amount
3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	1,090	414.00	414.00	LF	\$ 23.00	\$ 9,522.00
	Connection Items						
4	Connection: Proposed 6" Water Line to Proposed 6" & 4" Water Lines (Tee & other fittings)	1			Each	\$ 1,500.00	\$ -
5	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	2	1.00	1.00	Each	\$1,900.00	\$ 1,900.00
6	Connection: Proposed 4" Water Line to Existing 2" Water Line (Straight Connection & other fittings)	1			Each	\$300.00	\$ -
	Valve and Hydrant Items						
7	4" Gate Valve	1			Each	\$ 700.00	\$ -
8	6" Gate Valve	1			Each	\$ 800.00	\$ -
9	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	4	2.00	2.00	Each	\$ 3,325.00	\$ 6,650.00
	Water Service Items						
10	Service Tubing (Bored) (Size Varies to 1 1/2")	60		46.00	LF	\$ 24.00	\$ 1,104.00
11	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	9			Each	\$ 285.00	\$ -
	Miscellaneous Construction Items						
12	Removal of Fire Hydrant and Appurtenances	1			Each	\$ 250.00	\$ -
13	Concrete Pavement Repair (All Depths)	13			SY	\$ 150.00	\$ -
14	Asphalt Pavement Repair (All Depths)	460			SY	\$ 88.00	\$ -
15	Concrete Curb & Gutter Repair (All Types)	20			LF	\$ 65.00	\$ -
16	Concrete Sidewalk Repair	2			SY	\$ 130.00	\$ -
17	Temporary Erosion Control	1	0.50	0.50	LS	\$ 1,000.00	\$ 500.00
18	Grassing	1			LS	\$ 800.00	\$ -
19	Mobilization	1	1.00	1.00	LS	\$ 7,000.00	\$ 7,000.00
20	Maintenance of Traffic	1	0.50	0.50	LS	\$ 2,400.00	\$ 1,200.00
						Sub-total	\$ 27,876.00
	Site 10 - River, E 6th & E 5th Streets & Beta Avenue						\$180,977.00
	Water Pipe Items						
1	1" Sch 80 PVC (Open Cut)	10			LF	\$ 15.00	\$ -
2	2" Class 350 Ductile Iron Water Pipe (Open Cut)	270			LF	\$ 20.00	\$ -
3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	2,760			LF	\$ 23.00	\$ -
	Connection Items						
4	Connection: Proposed 6" Water Line to Proposed 6" Water Line (Tee & other fittings)	1			Each	\$ 1,300.00	\$ -
5	Connection: Proposed 6" Water Line to Proposed 6" & 2" Water Lines (Tee & other fittings)	1			Each	\$ 1,400.00	\$ -
6	Connection: Proposed 6" Water Line to Proposed 6" & Existing 2" Water Lines (Tee & other fittings)	1			Each	\$1,100.00	\$ -
7	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	1			Each	\$1,900.00	\$ -
8	Connection: Proposed 6" Water Line to Existing 6" Water Line (Tee & other fittings)	1			Each	\$ 1,400.00	\$ -
9	Connection: Proposed 6" Water Line to Existing 6" Water Line (Straight Connection & other fittings)	1			Each	\$ 600.00	\$ -
10	Connection: Proposed 2" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	1			Each	\$ 850.00	\$ -
11	Connection: Proposed 2" Water Line to Existing 2" Water Line (Tee & other fittings)	1			Each	\$ 400.00	\$ -
	Valve and Hydrant Items						
12	2" Gate Valve	2			Each	\$ 600.00	\$ -
13	6" Gate Valve	6			Each	\$ 800.00	\$ -
14	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	6			Each	\$ 3,325.00	\$ -
15	Blow-Off Valve w/ Appurtenances (Incl. Tee, Valve, Pipe & other fittings)	1			Each	\$ 900.00	\$ -
	Water Service Items						
16	Service Tubing (Bored) (Size Varies to 1 1/2")	60			LF	\$ 24.00	\$ -

Item No.	Item Description	Total Quantities			Unit	Price	Amount
		Quantity	Allowed This Period	Allowed To Date			
		On Contract					
17	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	19			Each	\$ 285.00	\$ -
	Miscellaneous Construction Items						
18	Removal of Fire Hydrant and Appurtenances	2			Each	\$ 250.00	\$ -
19	Concrete Pavement Repair (All Depths)	39			SY	\$ 120.00	\$ -
20	Asphalt Pavement Repair (All Depths)	469			SY	\$ 88.00	\$ -
21	Concrete Curb & Gutter Repair (All Types)	20			LF	\$ 65.00	\$ -
22	Concrete Sidewalk Repair	8			SY	\$ 130.00	\$ -
23	Temporary Erosion Control	1			LS	\$ 2,200.00	\$ -
24	Grassing	1			LS	\$ 1,500.00	\$ -
25	Mobilization	1			LS	\$ 15,000.00	\$ -
26	Maintenance of Traffic	1			LS	\$ 1,800.00	\$ -
						Sub-total	\$ -
						TOTAL SITES 1-10	\$ 1,099,902.80

Percent Complete: 63%
Time Elapsed to date: 87%

Total Earned - Regular Work	\$ 1,099,902.80
Less 5% Retainage	\$ 54,995.14
Stored Materials	\$ 112,205.05
Total Due - Regular Work	1,157,112.71
Less Previous Payments	\$ 1,115,021.61
Net Amount Due This Estimate	\$ 42,091.10
Less Deductions	\$ -
Net Payment Due	\$ 42,091.10

CERTIFIED CORRECT:
Shows, Dearman & Waits, Inc.

Project Engineer

APPROVED:

OWNER



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

July 28, 2016
Project No: 11231
Invoice No: 19228

Project Manager Shea McNease
Project 11231 Sewer Rate Study - 2016
Professional Services from June 26, 2016 to July 23, 2016

Total Fee	76,004.00		
Percent Complete	35.00	Total Earned	26,601.40
		Previous Fee Billing	19,001.00
		Current Fee Billing	7,600.40
		Total Fee	7,600.40
		Total this Invoice	\$7,600.40

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

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

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2011-510



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

July 28, 2016
Project No: 11230
Invoice No: 19229

Project Manager Shea McNease
Project 11230 Water Rate Study -2016
Professional Services from June 26, 2016 to July 23, 2016

Total Fee	88,424.00		
Percent Complete	35.00	Total Earned	30,948.40
		Previous Fee Billing	22,106.00
		Current Fee Billing	8,842.40
		Total Fee	8,842.40
		Total this Invoice	\$8,842.40

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

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2016-512



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

July 27, 2016
Project No: 1273-W012
Invoice No: 19211

Project Manager Kyle Wallace
Project 1273-W012 1500 GPM Water Well @ Plant No. 1

Professional Services from June 26, 2016 to July 23, 2016

Phase	CM	Construction Management				
Construction Cost		448,000.00				
Fee Percentage		9.00				
Total Fee		40,320.00				
Billing Phase	Percent of Fee	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Design Phase Services	100.00	40,320.00	100.00	40,320.00	40,320.00	0.00
		Totals		40,320.00	40,320.00	0.00
		Total Fee				0.00

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Phillips, Michael	36.00	85.00	3,060.00	
ENGINEERING INTERN				
Riley, Ivy	1.50	105.00	157.50	
PROJECT ENGINEER				
Wallace, Kyle	4.00	175.00	700.00	
Totals	41.50		3,917.50	
Total Labor				3,917.50
		Total this Phase		\$3,917.50

Total this Invoice \$3,917.50

Outstanding Invoices

Number	Date	Balance
19143	5/26/2016	9,892.50
19196	7/5/2016	9,790.00
Total		19,682.50

Total Now Due \$23,600.00

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

July 27, 2016
Project No: 1273-W013
Invoice No: 19210

Project Manager Kyle Wallace

Project 1273-W013 COMSWIP WATER PH V - I-59 Crossing etal

Professional Services from June 26, 2016 to July 23, 2016

Professional Personnel

	Hours	Rate	Amount
AUTO CAD TECHNICIAN			
Trahan, Beau	2.00	85.00	170.00
PROJECT ENGINEER			
Sellers, Bennie	10.00	150.00	1,500.00
Wallace, Kyle	2.00	150.00	300.00
Totals	14.00		1,970.00
Total Labor			1,970.00

Total this Invoice \$1,970.00

Outstanding Invoices

Number	Date	Balance
19150	5/26/2016	16,400.00
19195	7/5/2016	11,645.00
Total		28,045.00

Total Now Due \$30,015.00

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

July 27, 2016
Project No: 1273-S008
Invoice No: 19214

Project Manager Kyle Wallace

Project 1273-S008 COMSWIP Sewer Phase VII - Timothy, Adeline & Brooklane Sewer

Professional Services from June 26, 2016 to July 23, 2016

Phase CM Construction Management - Timothy, Adeli

Professional Personnel

	Hours	Rate	Amount
ENGINEERING INTERN			
Thomas, Louis	2.00	105.00	210.00
PROJECT ENGINEER			
Wallace, Kyle	9.00	175.00	1,575.00
Totals	11.00		1,785.00
Total Labor			1,785.00

Total this Phase \$1,785.00

Total this Invoice \$1,785.00

Outstanding Invoices

Number	Date	Balance
19145	5/26/2016	5,397.50
19198	7/5/2016	4,765.00
Total		10,162.50

Total Now Due \$11,947.50

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

July 27, 2016
Project No: 1273-W007
Invoice No: 19213

Project Manager Kyle Wallace
Project 1273-W007 ComSWIP Water Phase II - Palmers Crossing
Professional Services from June 26, 2016 to July 23, 2016

Phase DD Palmer's Crossing - Design Phase
Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Wallace, Kyle	5.50	150.00	825.00	
Totals	5.50		825.00	
Total Labor				825.00
		Total this Phase		\$825.00
		Total this Invoice		\$825.00

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

July 27, 2016
Project No: 1273-W008
Invoice No: 19212

Project Manager Kyle Wallace
Project 1273-W008 ComSWIP Water Phase III - Mobile & Bouie

Professional Services from June 26, 2016 to July 23, 2016

Phase CM Mobile & Bouie - Construction Phase Svc

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Jackson, Terry	83.00	85.00	7,055.00	
FIELD CREW				
Crew, Field	8.50	175.00	1,487.50	
PROJECT ENGINEER				
Sellers, Bennie	11.50	150.00	1,725.00	
Wallace, Kyle	7.50	175.00	1,312.50	
Totals	110.50		11,580.00	
Total Labor				11,580.00
		Total this Phase		\$11,580.00
		Total this Invoice		\$11,580.00

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

July 27, 2016
Project No: 1273-W009
Invoice No: 19207

Project Manager Bennie Sellers
Project 1273-W009 ComSWIP Water - Phase IV - Misc.

Professional Services from June 26, 2016 to July 23, 2016

Phase DD Water Phase IV - Design Phase Services

Professional Personnel

	Hours	Rate	Amount
ENGINEERING INTERN			
Riley, Ivy	18.50	100.00	1,850.00
PROJECT ENGINEER			
Sellers, Bennie	24.50	150.00	3,675.00
Totals	43.00		5,525.00
Total Labor			5,525.00

Total this Phase \$5,525.00

Total this Invoice \$5,525.00

Outstanding Invoices

Number	Date	Balance
19157	5/31/2016	3,175.00
19169	6/29/2016	6,667.50
Total		9,842.50

Total Now Due \$15,367.50

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

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7/11-4/09-110 LR



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

July 28, 2016
Project No: 1273-W011
Invoice No: 19222

Project Manager Marcelin Joseph
Project 1273-W011 Water Line Ext on Old 98 and Runnels
Professional Services from June 26, 2016 to July 23, 2016
Professional Personnel

	Hours	Rate	Amount
ENGINEERING INTERN			
Riley, Ivy	6.00	100.00	600.00
PROJECT ENGINEER			
Wallace, Kyle	2.50	150.00	375.00
Totals	8.50		975.00
Total Labor			975.00

Reimbursable Expenses

Hattiesburg American			
7/6/2016	Hattiesburg American	Waterline Ext Old Hwy 98	47.45
7/6/2016	Hattiesburg American	Waterline Ext Old Hwy 98	50.24
	Total Reimbursables		97.69

Total this Invoice \$1,072.69

Outstanding Invoices

Number	Date	Balance
19160	5/31/2016	1,425.00
19178	6/29/2016	450.00
Total		1,875.00

Total Now Due \$2,947.69

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

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2016-11-02-117

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City of Hattiesburg
2013 Sewer & Water Bond
Summary of Payments
As of August 9, 2016

Project Name	Payments by Project This Requisition	Payments to Date from This Bond
1500 GPM Water Well @ Plant No 1	163,157.50	434,511.83
18" Sewer Trunk Lines		1,462,533.86
Clear Sewer ROW & Easements		30,022.50
Comprehensive Sanitary Sewer Study Task 1		6,300.00
Construction of Drying Bed at North Lagoon		18,000.00
Hwy 98 Booster Station		43,522.75
Hwy 98 Elevated Water Tank		113,226.30
Hwy 98 Fire Lines		48,652.50
Inflow and Infiltration Study		4,096,939.46
James St Water Well # 3		629,887.99
No-Discharge Wastewater Treatment System		292,127.60
NS Task 10 South Lagoon Sampling		43,676.87
NS Task 7 Wastewater Treatment Phase A		3,272,829.24
NS Task 7 WWTP Phase B Final Design		2,728,989.81
NS Task 8 WWTP Access Road & Site Design2		265,151.26
NS Task 9 WWTP Land Application Mgt		140,953.95
Providence Sewer Repair		62,172.00
Sewer Improvements Ph I		123,469.75
Sewer Improvements Ph II		259,327.58
Sewer Improvements Ph III		504,373.26
Sewer Improvements Ph IV		2,690.00
Sewer Improvements Ph V		90,547.50
Sewer Improvements Ph VII	1,785.00	2,797,245.89
Sewer Rate Study 2016	7,600.40	30,401.60
Veteran's Blvd Water Connector		1,555,895.52
Water Improvements Ph I		115,051.65
Water Improvements Ph II	825.00	220,964.33
Water Improvements Ph III	53,671.10	1,460,897.04
Water Improvements Ph IV	5,525.00	117,307.50
Water Improvements Ph V	1,970.00	60,312.50
Water Line Old 98 & Runnels Rd	1,072.69	282,938.04
Water Rate Study 2016	8,842.40	30,948.40
Wesley Water Well # 2		19,115.00
WTP #2 Filter #6 Repairs		110,863.40
Grand Total	244,449.09	21,471,846.88

Hattiesburg, Mississippi does hereby certify to Hancock 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 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 December 19, 2013 (the “Loan Agreement”).
- (4) The payment herein authorized and approved is a proper charge against the 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)



City of Hattiesburg, MS

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

Master

File Number: 2016-482

File ID: 2016-482

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 08/03/2016

Brief Title: Cancellation Of a Condemnation

Final Action: 08/16/2016

Minute Book Number: MB2016-208

Title:

Authorize the Mayor to execute an Authority to Cancel Resolution of Condemnation for property located at 501 Hood Rd. and authorize recording of the same.

Notes:

Sponsors:

Enactment Date: 08/16/2016

Attachments: 1.) 501 Hood RD Reversal MEMO, 2.) 501 Hood RD Reversal RESO, executed 2.) 501 Hood RD Reversal RESO RES#2016-119

Enactment Number:

Contact:

Meeting Date: 08/16/2016

Drafter: Akwete Muhammad

Effective Date: 08/16/2016

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/16/2016	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Authorize the Mayor to execute an Authority to Cancel Resolution of Condemnation for property located at 501 Hood Rd. and authorize recording of the same.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2016-482

Title

Authorize the Mayor to execute an Authority to Cancel Resolution of Condemnation for property located at 501 Hood Rd. and authorize recording of the same.

Summary

Cancellation of Condemnation 8-16-16

Budget Information

Expenditure Type

Purchasing Item

Publication Information



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Mary Dryden

Council - Ward 5
Henry Naylor

MEMORANDUM

TO: Mayor and City Council

FROM: Mark Jordan, Code Enforcement Division Manager

DATE: August 16, 2016

RE: Cancellation of Resolution

Code Enforcement Division requests the Cancellation of Resolution of Condemnation of Unsafe and Dilapidated Property for the following:

PARCEL NUMBBER	ADDRESS	Resolution Date:
167A-10119-97	501 Hood Rd.	August 4, 2015

The owners of these properties have taken responsibility of correcting the violations. As the City of Hattiesburg has taken action to clean these properties which did result in a cost. This cost has been paid to the city tax department and therefore there will be no need for any adjudication regarding this matter.

Prepared by:
City of Hattiesburg
Urban Development
Code Enforcement Division
P. O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4675

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

STATE OF MISSISSIPPI

COUNTY OF FORREST

AUTHORITY TO CANCEL

KNOW ALL MEN BY THESE PRESENTS: That the Condemnation Resolution for the property located at Parcel Number: 167A-10119-97; 501 Hood Rd., and better described as A part of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section 25, Township 4 North, Range 13 West, of the City of Hattiesburg, Forrest County Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi, and more particularly described as follows, to-wit:

Commence at the Southwest Corner of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ of NW $\frac{1}{4}$) of said Section, Township and Range, and run North for 135 feet to and for the Point of Beginning, run thence North for a distance of 110 feet, run thence East for a distance of 150 feet, run thence North for a distance 240 feet, run thence East for a distance of 273.2 feet, more or less, to the West boundary line of Old Mississippi Central Railroad right-of-way, thence run Southeasterly along the West boundary line of Old Mississippi Central Railroad right-of-way for a distance 421 feet, more or less, to a point due East of the Point of Beginning, run thence West for a distance of 673.6 feet, more or less, to the Point of Beginning, together with all improvements thereon and appurtenances thereunto belonging; owner (s): Viking Investments LLC; Avatar LLC.; Hulett Ray and Mary Ruth Robinson, should now be canceled as the assessments against property, and

the Chancery Clerk of Forrest County, Mississippi, is hereby authorized to cancel said Resolution located at Minute Book 2015-316 and that this order be recorded in the records of said County as is provided by law.

IN WITNESS WHEREOF, this instrument is executed on this 16th day of August, A.D., 2016.

(S E A L)

CITY OF HATTIESBURG, MS

MAYOR

ATTEST:

CITY CLERK

STATE OF MISSISSIPPI

COUNTY OF FORREST

PERSONALLY appeared before me, the undersigned authority in and for said County and State, the within named, Johnny L. DuPree and Kermas Eaton, who acknowledged that as Mayor and City Clerk, on behalf and by authority of the City of Hattiesburg, Mississippi, a municipal corporation, they signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned, as the act and deed of said municipal corporation, after first being duly authorized by said municipal corporation so to do.

GIVEN under my hand and official seal of office on this, the 16th day of August, A.D., 2016.

NOTARY PUBLIC

My Commission Expires:



Prepared by:
City of Hattiesburg
Urban Development
Code Enforcement Division
P. O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4675

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

STATE OF MISSISSIPPI

COUNTY OF FORREST

AUTHORITY TO CANCEL

KNOW ALL MEN BY THESE PRESENTS: That the Condemnation Resolution for the property located at Parcel Number: 167A-10119-97; 501 Hood Rd., and better described as A part of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section 25, Township 4 North, Range 13 West, of the City of Hattiesburg, Forrest County Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi, and more particularly described as follows, to-wit:

Commence at the Southwest Corner of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ of NW $\frac{1}{4}$) of said Section, Township and Range, and run North for 135 feet to and for the Point of Beginning, run thence North for a distance of 110 feet, run thence East for a distance of a 150 feet, run thence North for a distance 240 feet, run thence East for a distance of 273.2 feet, more or less, to the West boundary line of Old Mississippi Central Railroad right-of-way, thence run Southeasterly along the West boundary line of Old Mississippi Central Railroad right-of-way for a distance 421 feet, more or less, to a point due East of the Point of Beginning, run thence West for a distance of 673.6 feet, more or less, to the Point of Beginning, together with all improvements thereon and appurtenances thereunto belonging; owner (s): Viking Investments LLC; Avatar LLC.; Hulett Ray and Mary Ruth Robinson, should now be canceled as the assessments against property, and the Chancery Clerk of Forrest County, Mississippi, is hereby authorized to cancel said Resolution located at Minute Book 2015-316 and that this order be recorded in the records of said County as is provided by law.

**Inst. 751844
Bk 1235 Pg 0760**

IN WITNESS WHEREOF, this instrument is executed on this 16th day of August, A.D., 2016.

(SEAL)



ATTEST:

CITY CLERK

CITY OF HATTIESBURG MS

MAYOR

STATE OF MISSISSIPPI

COUNTY OF FORREST

PERSONALLY appeared before me, the undersigned authority in and for said County and State, the within named, Johnny L. DuPree and Kermas Eaton, who acknowledged that as Mayor and City Clerk, on behalf and by authority of the City of Hattiesburg, Mississippi, a municipal corporation, they signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned, as the act and deed of said municipal corporation, after first being duly authorized by said municipal corporation so to do.

GIVEN under my hand and official seal of office on this, the 16th day of August, A.D., 2016.

NOTARY PUBLIC

My Commission Expires:

10/10/2019



Inst. 751844
Bk 1235 Pg 0761



City of Hattiesburg, MS

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

Master

File Number: 2016-2856

File ID: 2016-2856

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/08/2016

Brief Title: Authorize Mayor to execute Authorization Letter to Mississippi Power Company to replace poles and upgrade fixtures in various locations within the City of Hattiesburg.

Final Action: 08/16/2016

Minute Book Number: MB2016-208-209

Title:

Authorize Mayor to execute Authorization Letter to Mississippi Power Company to replace poles and upgrade fixtures in various locations within the City of Hattiesburg.

Notes:

Sponsors:

Enactment Date:

Attachments: MS Power Street Light Request & Authorization Letter, executed MS Power Street Light Request & Authorization Letter

Enactment Number:

Contact:

Meeting Date: 08/16/2016

Drafter: Marie Harris

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/16/2016	Authorize				Pass
Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Carroll to Authorize Mayor to execute Authorization Letter to Mississippi Power Company to replace poles and upgrade fixtures in various locations within the City of Hattiesburg.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2016-2856

Title

Authorize Mayor to execute Authorization Letter to Mississippi Power Company to replace poles and upgrade fixtures in various locations within the City of Hattiesburg.

Summary

Authorize Mayor to execute Authorization Letter to Mississippi Power Company to replace poles and upgrade fixtures in various locations within the City of Hattiesburg.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

DATE: _____7/26/16_____

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF: Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: 7/26/16

DEVELOPER NAME _____ ACCOUNT # _____

DEVELOPER SIGNATURE _____ DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

TO: MISSISSIPPI POWER COMPANY (ATTN: Mike Pruitt (Office# 601-545-4092) (Fax# 601-545-4134
C/O _____ DATE FAX 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-27) 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-22. Developer understands and agrees that OL-22 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	_____ R 4 _____ Remove 4 Fixtures	
150 WATT HPS	_____ R 1 _____ Remove 1 Fixture	

250 WATT HPS	_____	_____	_____
400 WATT HPS	_____	_____	_____
1000 WATT HPS	_____	_____	_____
350 WATT MH	_____	_____	_____

LED FIXTURES

90 WATT LED	_____ I 5 _____ Install 5 Fixtures	
110 WATT LED	_____	_____
190 WATT LED	_____	_____
280 WATT LED	_____	_____

OTHER FIXTURES

Remove 36 -100 watt HPS Colonial Fixture _____
INSTALL: 36 – 50 watt LED Colonial Fixtures _____
We will also replace all gray poles with new 20 foot black fiberglass poles.

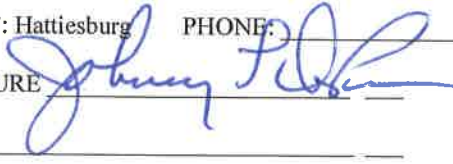
NOTE: FOR NON ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE FAX THIS FULLY COMPLETED FORM TO YOUR LOCAL MPC OFFICE 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: 7/26/16

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF: Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE  DATE: 7/26/16

DEVELOPER NAME _____ ACCOUNT # _____

DEVELOPER SIGNATURE _____ DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

TO: MISSISSIPPI POWER COMPANY (ATTN: Mike Pruitt (Office# 601-545-4092) (Fax# 601-545-4134
C/O _____ DATE FAX 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-27) 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-22. Developer understands and agrees that OL-22 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	R 4 Remove 4 Fixtures	
150 WATT HPS	R 1 Remove 1 Fixture	

250 WATT HPS	_____	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____

LED FIXTURES

90 WATT LED	I 5 Install 5 Fixtures	
110 WATT LED	_____	_____
190 WATT LED	_____	_____
280 WATT LED	_____	_____

OTHER FIXTURES

Remove 36 -100 watt HPS Colonial Fixture

INSTALL: 36 - 50 watt LED Colonial Fixtures

We will also replace all gray poles with new 20 foot black fiberglass poles.

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 FAX THIS FULLY COMPLETED FORM TO YOUR LOCAL MPC OFFICE 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.



City of Hattiesburg, MS

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

Master

File Number: 2016-2867

File ID: 2016-2867

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/09/2016

Brief Title: HWY 49/FGH Right of Way Project Legal Services Agreement

Final Action: 08/16/2016

Minute Book Number: MB2016-209

Title:

Authorize Mayor to Execute Agreement for Legal Services for the Hwy 49/FGH Right of Way Project (DECD-0018(35)BO) between the City of Hattiesburg and Dukes, Dukes, Keating & Feneca, P.A.

Notes:

Sponsors:

Enactment Date:

Attachments: 8 9 16 Ltr. to Mayor Dupree, Engagement Agreement, Biography of Hugh Keating, Biography of Je'Nell Blum, executed Engagement Agreement

Enactment Number:

Contact:

Meeting Date: 08/16/2016

Drafter: Marie Harris

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/16/2016	Authorize				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Authorize Mayor to Execute Agreement for Legal Services for the Hwy 49/FGH Right of Way Project (DECD-0018(35)BO) between the City of Hattiesburg and Dukes, Dukes, Keating & Feneca, P.A.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2016-2867

Title

Authorize Mayor to Execute Agreement for Legal Services for the Hwy 49/FGH Right of Way Project (DECD-0018(35)BO) between the City of Hattiesburg and Dukes, Dukes, Keating & Feneca, P.A.

Summary

Authorize Mayor to Execute Agreement for Legal Services for the Hwy 49/FGH Right of Way Project (DECD-0018(35)BO) between the City of Hattiesburg and Dukes, Dukes, Keating & Feneca, P.A.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

LAW OFFICES OF

DUKES, DUKES, KEATING & FANCA, P.A.

2909 13th Street, Sixth Floor
Gulfport, Mississippi 39501
Telephone: 228-868-1111
Facsimile: 228-863-2886
www.ddkf.com

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Hugh D. Keating
W. Edward Hatten, Jr.
Trace D. McRaney
Bobby R. Long
Je'Neil B. Blum *
Haley N. Broom
Walter J. Eades
Shannon Ladner Ozerden
Drury S. Holland **

*also licensed in CA
**also licensed in AL

Cy Fanca
Of Counsel

WILLIAM F. DUKES
(1927 - 2003)
PHILLIP W. JARRELL
(1959 - 2014)

Gulfport Mailing Address:
Post Office Drawer W
Gulfport, Mississippi 39502

Hattiesburg Office:
100 Dudley W. Conner Street
Hattiesburg, Mississippi 39401
Telephone: 601-583-0999

August 9, 2016

Johnny L. DuPree, Ph.D.
Mayor of the City of Hattiesburg
City Hall
200 Forrest Street
Hattiesburg, MS 39401

Re: City of Hattiesburg Right of Way Project Located at Forrest General Hospital and
US 49; Our File No. 2710-0415

Dear Mayor Dupree:

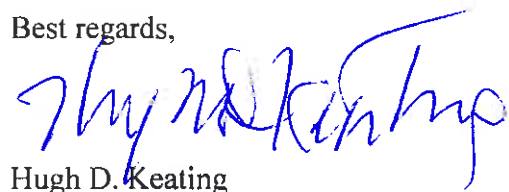
For your review and consideration in relation to the proposed right of way project located at the Forrest General Hospital intersection at US 49, I am pleased to enclose a copy of our firm's proposed Engagement Agreement and partner biographies. I understand from speaking with Don Walker, P.E., and Doug Jones, CEO, Forrest Health, that the City of Hattiesburg would like to consider engagement of our firm to provide legal services related to right of way acquisition.

Once you have the opportunity to review the attached information, I would be happy to meet and speak to you, your staff and any member of the Council that may have questions concerning the scope of the proposed services and our team's ability to handle the same.

As I understand that the proposed engagement must be approved by the City Council, I would be pleased to attend any Council meeting at which the proposal may be considered.

I look forward to hearing from you at your early convenience.

Best regards,



Hugh D. Keating

HDK/dkm
Enclosure

cc: Don Walker, P.E.
Doug Jones, CEO, Forrest Health

Engagement Agreement

The undersigned, City of Hattiesburg, Mississippi, a Mississippi municipal corporation (hereinafter known as Client), does hereby engage the legal services of Dukes, Dukes, Keating & Faneca, P.A. (hereinafter known as Attorney) for representation concerning the following, to wit:

Activities which include, but are not limited to, preparation of title examinations and title certificates, relocation assistance, negotiations for acquisition of right of way and temporary construction easements and litigation in the Special Court of Eminent Domain of Forrest County, Mississippi, as necessary and appropriate, related to that certain right of way project located on and along US Hwy 49, Adeline St., Arlington Loop, Camp St. and 27th Avenue in the City of Hattiesburg.

To accomplish the responsibilities set forth herein, Attorney agrees to work and coordinate its activities with the Administration of the City of Hattiesburg, its employees, staff, representatives, engineers, and contractors.

Legal services will be billed on an hourly basis, with time being charged in quarters of an hour, at the following rates:

Attorneys	<u>\$175.00</u> per hour
Paralegals	<u>\$95.00</u> per hour

Client understands and agrees that Hugh D. Keating and JeNell B. Blum will be the primary partners assigned to handle this matter for Attorney, and Attorney will use its discretion in staffing to provide services in the most economical manner possible. Please note that all time spent on Client's matter, including time spent in telephone conversations, will be charged to Client. The initials of the person performing the services will be noted on the invoice.

In addition to fees for legal services, Attorney will be entitled to payment or reimbursement for costs and expenses incurred for services, including, but not limited to: photocopying, messenger and delivery service, fees for computerized research services, travel (including mileage at the rate approved by the U.S. Internal Revenue Service, parking, air fare, lodging, meals and ground transportation), long distance telephone, telecopying, depositions, court costs and filing fees. Client agrees that Client is responsible for such expenses relating to this case. Attorney is hereby authorized to charge such expenses and have such expenses billed to Client and Client agrees to pay them promptly. Unless other arrangements are made at the outset, fees and expenses of others will not be paid by Attorney and will be the responsibility of and billed directly to the Client.

Invoices for legal services rendered and costs advanced or incurred are issued monthly and are payable upon receipt. Interest at the rate of 1 % percent per month will be added to the balance due on amounts which remain **unpaid thirty (30) days or more.**

Attorney reserves the right to withdraw from representation if, among other things, Client fails to honor the terms of this Engagement Agreement by failing to pay Attorney's invoices, by failing to cooperate or follow Attorney's advice on a material matter, or if any fact or circumstance arises or is discovered that would, in Attorney's view, render our continuing representation unlawful or unethical.

The outcome of negotiations and litigation is subject to factors which cannot always be foreseen;

therefore, it is understood that Attorney has made no promise or guarantee to Client concerning the outcome of this representation. Nothing herein shall be construed as a promise or guarantee.

This Engagement Agreement pertains only to legal services rendered and costs and expenses for the matter expressly stated above. It does not relate to any other matter for which Client seeks representation by Attorney. Any other matter will require a separate Engagement Agreement.

This agreement is subject to the authorization and approval by the City Council for the City of Hattiesburg. This agreement may be signed in multiple counterparts via facsimile or electronic signature of any party hereto.

Date: _____ Client: City of Hattiesburg, Mississippi

By: _____
Johnny DuPree

Title: _____
Mayor
(Print Title)

Date: _____ Attorney: Dukes, Dukes, Keating & Faneca, P. A.

By: _____
Hugh D. Keating

Title: Vice-President/Treasurer



(/)

DUKES . DUKES . KEATING . FANECA P.A.
A Respected, Experienced Mississippi Law Firm

Call Now For A Consultation

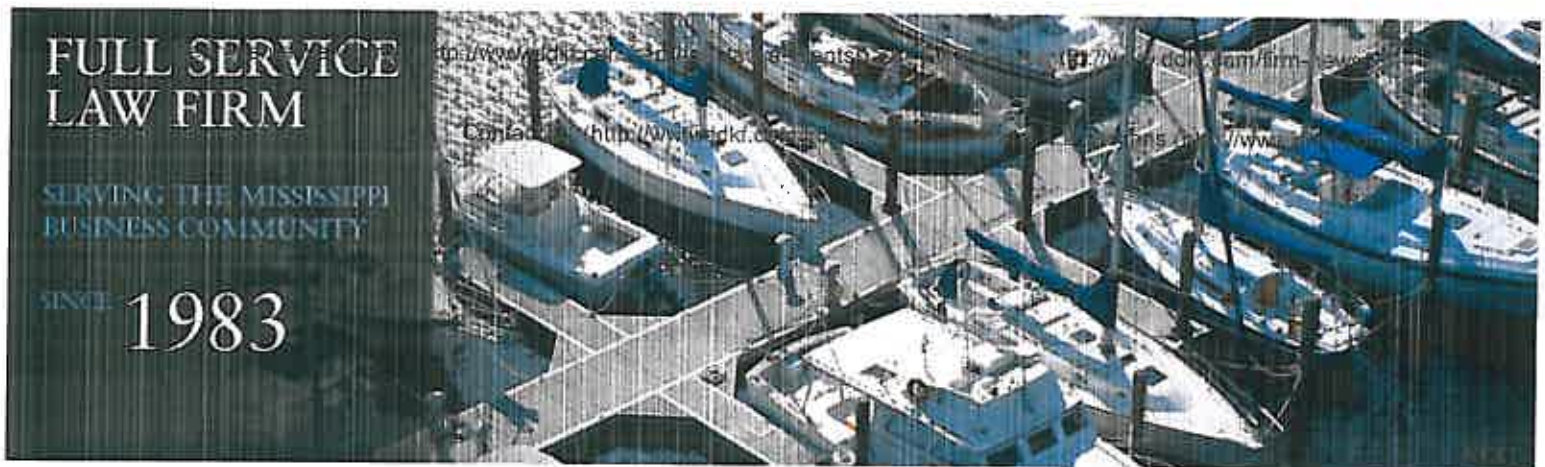
228-868-1111

in (http://www.linkedin.com/company/dukes-dukes-keating-&-faneca-p.a.?trk=tabs_biz_home)

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Attorney Profiles (<http://www.ddkf.com/attorneys/>)

Practice Areas (<http://www.ddkf.com/practice-areas/>)



Hugh D. Keating

Shareholder

Location: Gulfport, Mississippi
Phone: 228-868-1111
Fax: 228-863-2886
E-mail: info@ddkf.com (<mailto:info@ddkf.com>)

Hugh D. Keating is Vice-President/Treasurer, Director and Shareholder of Dukes, Dukes, Keating & Faneca, P.A., with offices in Gulfport and Hattiesburg, MS. He received his B.A. from the University of South Alabama, 1974; Juris Doctorate, Mississippi College School of Law, 1979; and Master of Science in Real Estate and Urban Development, The American University, Washington, D.C., 1981, pursuant to a National Highway Institute graduate fellowship awarded by the US Department of Transportation. Additionally, in 2004, Hugh earned the highly regarded SR/WA designation awarded by the International Right of Way Association.

Hugh served as President of The Mississippi Bar for the July 2011-July 2012 term. Within The Mississippi Bar, Hugh has served on the Board of Bar Commissioners, 2003-2006, and its Executive Committee; as Chairman, Unauthorized Practice of Law Committee and as a member, Fee Dispute Resolution Committee. In 2005, Hugh was inducted as a Fellow into The Mississippi Bar Foundation and served as a member of the Board of Trustees, 2006-2009, and Awards and IOLTA Grants Committees. Hugh was Inducted as a Fellow into the American Bar Foundation In 2011. He currently serves as a member of the Mississippi Volunteer Lawyers Project (MVLV) Board of Directors.



Areas of Practice

- Municipal Law
- General Civil Litigation
- Corporate and Contract Law
- Commercial Transactions
- Commercial Litigation
- Debtor/Creditor Relations
- Bankruptcy
- Real Property
- Eminent Domain
- Land Use Planning and Zoning
- Gaming
- Hospitality and Administrative Law

Bar Admissions

- Mississippi, 1981
- U.S. District Court Southern District of Mississippi, 1982

Memberships In professional associations Include the Harrison County Bar Association, The Mississippi Bar, American Bar Association, Mississippi Bankruptcy Conference, American Association for Justice, American Inns of Court, and International Right of Way Association.

Hugh's practice areas cover general civil litigation, corporate and contract law, commercial transactions, commercial litigation, debtor/creditor relations, bankruptcy, real property, eminent domain, land use planning and zoning, gaming, hospitality and administrative law. Hugh is certified as a Mediator by The Mississippi Bar and approved by the American Arbitration Association and U.S. District Court, Southern District, Mississippi, and serves on the Court Annexed Mediation Committee created by the Mississippi Supreme Court.

Efforts by Keating to contribute to our communities through servant leadership include Involvement as Chairman, Blue Ribbon Commission on Public Trust Tidelands; President, Board of Trustees, Leadership Gulf Coast; Executive Council, Boy Scouts of America, Pine Burr Area Council; Assistant Scout Master, Troop 301; President, Mississippi Coast Crime Commission; Gulfport School District Strategic Planning Committee; Board of Directors, Mississippi Gulf Coast Chamber of Commerce; Board of Directors, University of South Alabama National Alumni Association; Gulf Coast Business Council, Land Use Committee; Finance Committee Member for Governor Barbour's Commission on Recovery, Rebuilding and Renewal following Hurricane Katrina; Gulfport Rotary Club; Charter Member and Grand Marshal (2001) of the Hibernia Marching Society (Irish Heritage Society); Youth baseball coach for over 25 years; Commissioner, Mississippi District 6 Babe Ruth Baseball; President, Gulfport Youth Sports Association, Inc.; and selected to the Babe Ruth League, Inc., Southwest Region, Hall of Fame (2013).

Hugh has overseen the acquisition of more than 300 parcels of property for public improvement projects and has tried, to a successful conclusion, more than two dozen eminent domain cases.

Over the years, Hugh has been an instructor at the University of Mississippi, Jackson branch; Jackson State University; William Carey College, Gulf Coast campus; and for the International Right of Way Association. He has also been a guest speaker for seminars and classes sponsored by the Mississippi Trial Lawyers Association, National Business Institute, Lorman Education Services, Southern Gaming Summit, and Tulane University.

Keating has been recognized as a Mid-South Super Lawyer, Mississippi Business Journal Leadership in Law Top 10 finalist, Sun Herald's Mississippi Business Community Leader over 40, Outstanding Lawyers of America, Who's Who Worldwide of Global Business Leaders, and Outstanding Young Men of America for contributions to his profession and community

In 2006, Hugh completed the Education for Ministry (EFM) program sponsored by the University of the South, School of Theology. He is a former Sr. Warden, Jr. Warden and Vestryman at St. Marks Episcopal Church, Gulfport, Mississippi.

Hugh and his wife, Donna, are blessed to have three children, a son-in-law, and three grandchildren. Daughter, Erin Whitaker (30) and husband, Jeff, and their three children, Isabelle Grace Whitaker, Curran Edward Whitaker and Hughes Elizabeth Whitaker; and sons, Sgt. Hugh Dennis Keating, Jr. (28), USMC (Reserves), 2 tour veteran of Operation Iraqi Freedom, and Daniel Dexter Keating (18).

Year Joined Firm

- 1982

Litigation Percentage

- 50% of Practice Devoted to Litigation

Certified Legal Specialties

- Mediator, The Mississippi Bar

Honors and Awards

- National Highway Institute Graduate Fellowship, US Department of Transportation
- SR/WA, International Right of Way Association, 2004
- Fellow, Mississippi Bar Foundation
- Fellow, American Bar Foundation

- U.S. Court of Appeals 5th Circuit, 1984

Professional Associations and Memberships

- Harrison County Bar Association
- Mississippi Bar
- American Bar Association
- Mississippi Bankruptcy Conference
- American Association for Justice
- American Inns of Court

Education

- **Mississippi College School of Law, Jackson, Mississippi**
 - J.D. - 1979
- **University of South Alabama**
 - B.A. - 1974
- **The American University, Washington, District of Columbia**
 - M.S. - 1981
 - Major: Real Estate

- Leadership Gulf Coast
- Mid-South Super Lawyer
- Mississippi Business Journal Leadership in Law Top 10 Finalist
- Sun Herald South Mississippi's Community Leader over 40
- Outstanding Lawyers of America
- Outstanding Young Men of America
- Who's Who Worldwide of Global Business Leaders
- Babe Ruth League, Inc., Southwest Region, Hall of Fame (2013)



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Dukes, Dukes, Keating & Faneca, P.A. is located in Gulfport, Mississippi and serves clients in and around Gulfport, Biloxi, Long Beach, Hattiesburg, and entire State of Mississippi.

DUKES . DUKES . KEATING . FANECA P.A.
A Respected, Experienced Mississippi Law Firm

Contact Information

2909 13th Street, Sixth Floor
Gulfport, MS 39501-1925

228-868-1111 TEL

228-863-2886 FAX

Maps and Directions (/directions/)

Contact Information

100 Dudley W. Conner Street
Hattiesburg, MS 39401

601-583-0999 TEL

601-583-0997 FAX

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Call Now For A Consultation

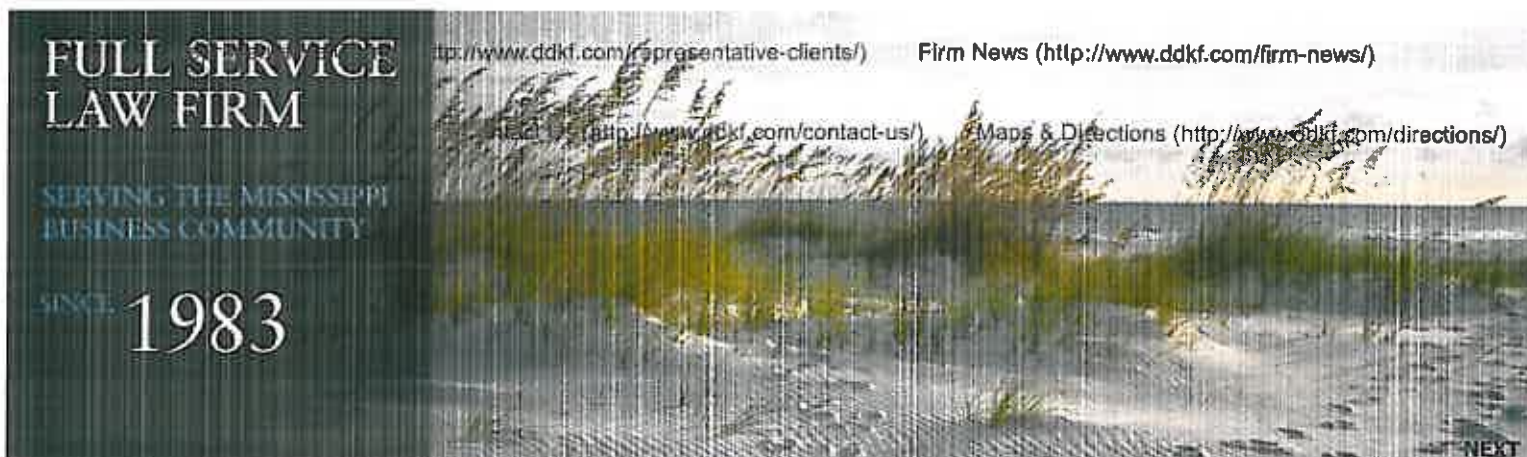
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Practice Areas (<http://www.ddkf.com/practice-areas/>)



Je'Nell Blocher Blum

Shareholder

Location: Gulfport, Mississippi

Phone: 228-868-1111

Fax: 228-863-2886

E-mail: info@ddkf.com (<mailto:info@ddkf.com>)



Litigation Percentage

- 25% of Practice Devoted to Litigation

Published Works

- The Natural Father, I Presume, San Diego Justice Journal, 1.2., 1993
- Pre-employment Screening & Testing (Mississippi), ExpertHR, 2012
- Minimizing Risks of Negligent Hiring (Mississippi), ExpertHR, 2012
- Minimizing Exposure to Liability for Recruitment and Hiring Practices (Mississippi), ExpertHR, 2012

Representative Cases

- Lynch v. Libergy Mutual, 909 So.2d 1289 (Ms Court of Appeal 2005)
(<http://www.westlaw.com/find/default.wl?>)

Areas of Practice

- General Civil Litigation
- Real Estate
- Land Use Planning and Zoning
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Bar Admissions

- Mississippi, 2001
- California, 1995
- U.S. District Court Northern District of Mississippi, 2001
- U.S. District Court Southern District of Mississippi, 2001

rs=wdoc2.0&vr=2.0&serialnum=&findtype=TN&cite=909%20So.2d%201289)

- *Treasure Bay Corp. v. Ricard*, 967 So.2d 1235 (Ms Supreme Court 2007)

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Representative Clients

- Warren Paving, Inc
- City of Gulfport, MS
- [REDACTED]
- [REDACTED]

References

- Lawrence Warren
- Edward Langton

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- American Inns of Court, Russell-Blass-Walker Chapter, Member, 2003 - Present
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Engagement Agreement

The undersigned, City of Hattiesburg, Mississippi, a Mississippi municipal corporation (hereinafter known as Client), does hereby engage the legal services of Dukes, Dukes, Keating & Faneca, P.A. (hereinafter known as Attorney) for representation concerning the following, to wit:

Activities which include, but are not limited to, preparation of title examinations and title certificates, relocation assistance, negotiations for acquisition of right of way and temporary construction easements and litigation in the Special Court of Eminent Domain of Forrest County, Mississippi, as necessary and appropriate, related to that certain right of way project located on and along US Hwy 49, Adeline St., Arlington Loop, Camp St. and 27th Avenue in the City of Hattiesburg.

To accomplish the responsibilities set forth herein, Attorney agrees to work and coordinate its activities with the Administration of the City of Hattiesburg, its employees, staff, representatives, engineers, and contractors.

Legal services will be billed on an hourly basis, with time being charged in quarters of an hour, at the following rates:

Attorneys	<u>\$175.00</u> per hour
Paralegals	<u>\$95.00</u> per hour

Client understands and agrees that Hugh D. Keating and JeNell B. Blum will be the primary partners assigned to handle this matter for Attorney, and Attorney will use its discretion in staffing to provide services in the most economical manner possible. Please note that all time spent on Client's matter, including time spent in telephone conversations, will be charged to Client. The initials of the person performing the services will be noted on the invoice.

In addition to fees for legal services, Attorney will be entitled to payment or reimbursement for costs and expenses incurred for services, including, but not limited to: photocopying, messenger and delivery service, fees for computerized research services, travel (including mileage at the rate approved by the U.S. Internal Revenue Service, parking, air fare, lodging, meals and ground transportation), long distance telephone, telecopying, depositions, court costs and filing fees. Client agrees that Client is responsible for such expenses relating to this case. Attorney is hereby authorized to charge such expenses and have such expenses billed to Client and Client agrees to pay them promptly. Unless other arrangements are made at the outset, fees and expenses of others will not be paid by Attorney and will be the responsibility of and billed directly to the Client.

Invoices for legal services rendered and costs advanced or incurred are issued monthly and are payable upon receipt. Interest at the rate of 1 % percent per month will be added to the balance due on amounts which remain unpaid thirty (30) days or more.

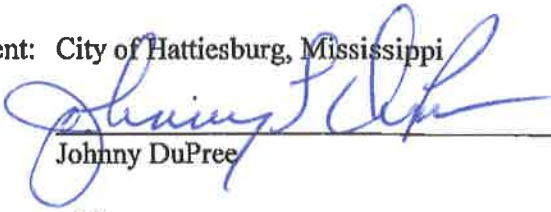
Attorney reserves the right to withdraw from representation if, among other things, Client fails to honor the terms of this Engagement Agreement by failing to pay Attorney's invoices, by failing to cooperate or follow Attorney's advice on a material matter, or if any fact or circumstance arises or is discovered that would, in Attorney's view, render our continuing representation unlawful or unethical.

The outcome of negotiations and litigation is subject to factors which cannot always be foreseen;

therefore, it is understood that Attorney has made no promise or guarantee to Client concerning the outcome of this representation. Nothing herein shall be construed as a promise or guarantee.

This Engagement Agreement pertains only to legal services rendered and costs and expenses for the matter expressly stated above. It does not relate to any other matter for which Client seeks representation by Attorney. Any other matter will require a separate Engagement Agreement.

This agreement is subject to the authorization and approval by the City Council for the City of Hattiesburg. This agreement may be signed in multiple counterparts via facsimile or electronic signature of any party hereto.

Date: 8-16-16 Client: City of Hattiesburg, Mississippi
By: 
Johnny DuPre
Title: Mayor
(Print Title)

Date: _____ Attorney: Dukes, Dukes, Keating & Faneca, P. A.
By: _____
Hugh D. Keating
Title: Vice-President/Treasurer



(/)

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NEXT

Je'Nell Blocher Blum

Shareholder

Location: Gulfport, Mississippi

Phone: 228-868-1111

Fax: 228-863-2886

E-mail: info@ddkf.com (<mailto:info@ddkf.com>)

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Hugh D. Keating

Shareholder

Location: Gulfport, Mississippi
Phone: 228-868-1111
Fax: 228-863-2886
E-mail: info@ddkf.com (<mailto:info@ddkf.com>)

Hugh D. Keating is Vice-President/Treasurer, Director and Shareholder of Dukes, Dukes, Keating & Faneca, P.A., with offices in Gulfport and Hattiesburg, MS. He received his B.A. from the University of South Alabama, 1974; Juris Doctorate, Mississippi College School of Law, 1979; and Master of Science in Real Estate and Urban Development, The American University, Washington, D.C., 1981, pursuant to a National Highway Institute graduate fellowship awarded by the US Department of Transportation. Additionally, in 2004, Hugh earned the highly regarded SR/WA designation awarded by the International Right of Way Association.

Hugh served as President of The Mississippi Bar for the July 2011-July 2012 term. Within The Mississippi Bar, Hugh has served on the Board of Bar Commissioners, 2003-2006, and its Executive Committee; as Chairman, Unauthorized Practice of Law Committee and as a member, Fee Dispute Resolution Committee. In 2005, Hugh was inducted as a Fellow into The Mississippi Bar Foundation and served as a member of the Board of Trustees, 2006-2009, and Awards and IOLTA Grants Committees. Hugh was Inducted as a Fellow into the American Bar Foundation in 2011. He currently serves as a member of the Mississippi Volunteer Lawyers Project (MVLPP) Board of Directors.



Areas of Practice

- Municipal Law
- General Civil Litigation
- Corporate and Contract Law
- Commercial Transactions
- Commercial Litigation
- Debtor/Creditor Relations
- Bankruptcy
- Real Property
- Eminent Domain
- Land Use Planning and Zoning
- Gaming
- Hospitality and Administrative Law

Bar Admissions

- Mississippi, 1981
- U.S. District Court Southern District of Mississippi, 1982

Memberships in professional associations include the Harrison County Bar Association, The Mississippi Bar, American Bar Association, Mississippi Bankruptcy Conference, American Association for Justice, American Inns of Court, and International Right of Way Association.

Hugh's practice areas cover general civil litigation, corporate and contract law, commercial transactions, commercial litigation, debtor/creditor relations, bankruptcy, real property, eminent domain, land use planning and zoning, gaming, hospitality and administrative law. Hugh is certified as a Mediator by The Mississippi Bar and approved by the American Arbitration Association and U.S. District Court, Southern District, Mississippi, and serves on the Court Annexed Mediation Committee created by the Mississippi Supreme Court.

Efforts by Keating to contribute to our communities through servant leadership include involvement as Chairman, Blue Ribbon Commission on Public Trust Tidelands; President, Board of Trustees, Leadership Gulf Coast; Executive Council, Boy Scouts of America, Pine Burr Area Council; Assistant Scout Master, Troop 301; President, Mississippi Coast Crime Commission; Gulfport School District Strategic Planning Committee; Board of Directors, Mississippi Gulf Coast Chamber of Commerce; Board of Directors, University of South Alabama National Alumni Association; Gulf Coast Business Council, Land Use Committee; Finance Committee Member for Governor Barbour's Commission on Recovery, Rebuilding and Renewal following Hurricane Katrina; Gulfport Rotary Club; Charter Member and Grand Marshal (2001) of the Hibernia Marching Society (Irish Heritage Society); Youth baseball coach for over 25 years; Commissioner, Mississippi District 6 Babe Ruth Baseball; President, Gulfport Youth Sports Association, Inc.; and selected to the Babe Ruth League, Inc., Southwest Region, Hall of Fame (2013).

Hugh has overseen the acquisition of more than 300 parcels of property for public improvement projects and has tried, to a successful conclusion, more than two dozen eminent domain cases.

Over the years, Hugh has been an instructor at the University of Mississippi, Jackson branch; Jackson State University; William Carey College, Gulf Coast campus; and for the International Right of Way Association. He has also been a guest speaker for seminars and classes sponsored by the Mississippi Trial Lawyers Association, National Business Institute, Lorman Education Services, Southern Gaming Summit, and Tulane University.

Keating has been recognized as a Mid-South Super Lawyer, Mississippi Business Journal Leadership in Law Top 10 finalist, Sun Herald's Mississippi Business Community Leader over 40, Outstanding Lawyers of America, Who's Who Worldwide of Global Business Leaders, and Outstanding Young Men of America for contributions to his profession and community.

In 2006, Hugh completed the Education for Ministry (EFM) program sponsored by the University of the South, School of Theology. He is a former Sr. Warden, Jr. Warden and Vestryman at St. Marks Episcopal Church, Gulfport, Mississippi.

Hugh and his wife, Donna, are blessed to have three children, a son-in-law, and three grandchildren. Daughter, Erin Whitaker (30) and husband, Jeff, and their three children, Isabelle Grace Whitaker, Curran Edward Whitaker and Hughes Elizabeth Whitaker; and sons, Sgt. Hugh Dennis Keating, Jr. (28), USMC (Reserves), 2 tour veteran of Operation Iraqi Freedom, and Daniel Dexter Keating (18).

Year Joined Firm

- 1982

Litigation Percentage

- 50% of Practice Devoted to Litigation

Certified Legal Specialties

- Mediator, The Mississippi Bar

Honors and Awards

- National Highway Institute Graduate Fellowship, US Department of Transportation
- SR/WA, International Right of Way Association, 2004
- Fellow, Mississippi Bar Foundation
- Fellow, American Bar Foundation

- U.S. Court of Appeals 5th Circuit, 1984

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- **The American University, Washington, District of Columbia**
 - M.S. - 1981
 - Major: Real Estate

- Leadership Gulf Coast
- Mid-South Super Lawyer
- Mississippi Business Journal Leadership in Law Top 10 Finalist
- Sun Herald South Mississippi's Community Leader over 40
- Outstanding Lawyers of America
- Outstanding Young Men of America
- Who's Who Worldwide of Global Business Leaders
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City of Hattiesburg, MS

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

Master

File Number: 2016-2866

File ID: 2016-2866

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/09/2016

Brief Title: Memorandum of Understanding - PRVO

Final Action: 08/16/2016

Minute Book Number: MB2016-209

Title:

Authorize the Mayor to execute a Memorandum of Understanding/Partnership Agreement with Pearl River Valley Opportunity, Inc. for the Community Services Block Grant (CSBG) and Low-Income Home Energy Assistance Program from the Mississippi Department of Human Services.

Notes:

Sponsors:

Enactment Date:

Attachments: PRVO - MOU, executed PRVO - MOU

Enactment Number:

Contact:

Meeting Date: 08/16/2016

Drafter: Clarence P. Williams

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/16/2016	Authorize				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Authorize the Mayor to execute a Memorandum of Understanding/Partnership Agreement with Pearl River Valley Opportunity, Inc. for the Community Services Block Grant (CSBG) and Low-Income Home Energy Assistance Program from the Mississippi Department of Human Services.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2016-2866

Title

Authorize the Mayor to execute a Memorandum of Understanding/Partnership Agreement with Pearl River Valley Opportunity, Inc. for the Community Services Block Grant (CSBG) and Low-Income Home Energy Assistance Program from the Mississippi Department of Human Services.

Summary

Memorandum of Understanding - PRVO

Budget Information

Expenditure Type

Purchasing Item

Publication Information



Pearl River Valley Opportunity, Inc.

*Post Office Box 188 / 756 Hwy. 98 Bypass
Columbia, Mississippi 39429-0188
Voice: 601-736-9564 Fax: 601-736-6268
Website: www.prvoinc.org*

*Helmon Johnson
Executive Director*

*John E. Hales
Head Start Director*

July 25, 2016

Dear Partner;

Pearl River Valley Opportunity, Inc. would like to thank you for your continued support of our agency and its programs. We are submitting applications for the 2017 Community Service Block Grant (CSBG) and Low Income Energy Assistance Program (LIHEAP) programs.

Enclosed is a Memorandum of Understanding/Partnership Agreement between your agency and Pearl River Valley Opportunity, Inc. It is our goal to provide programs and services that address the needs of the community and we cannot achieve this goal without your support.

We look forward to continuing our partnership to better serve communities. Please sign and return the enclosed MOU in the self-addressed envelope provided. Again thank you for your continued support of PRVO, Inc.

Sincerely,

Helmon Johnson,
Executive Director

HJ:awm

Enclosure (1)



Pearl River Valley Opportunity, Inc.

Post Office Box 188 / 756 Hwy. 98 Bypass

Columbia, Mississippi 39429-0188

Voice: 601-736-9564 Fax: 601-736-6268

Website: www.prvoinc.org

Helmon Johnson
Executive Director

John E. Hales
Head Start Director

Memorandum of Understanding/Partnership Agreement CSBG/LIHEAP 2017

This agreement is made and entered on July 2016 between Pearl River Valley Opportunity, Inc. and **City of Hattiesburg**. This agreement is contingent upon Pearl River Valley Opportunity, Inc. receiving funding for the Community Services Block Grant (CSBG) and Low-Income Home Energy Assistance Program (LIHEAP) from the Mississippi Department of Human Services.

As part of this agreement, Pearl River Valley Opportunity, Inc. will:

- Accept referrals and coordinate efforts with other service providers
- Provide direct financial assistance for eligible clients
- Provide workshops and information sessions
- Enroll clients in short term or long term case management
- Provide an array of services designed to help low-income families become stable and/or self-sufficient

As part of this agreement, **City of Hattiesburg** will:

- Refer eligible clients to the program
- Provide matching funds to PRVO
- Coordinate efforts with PRVO
- Support workshops and information sessions

Both parties also agree to the following guidelines:

Each party is responsible for its own documentation to be made on the services provided.

It is agreed by both parties that the content of the Memorandum of Understanding will be renewed, evaluated and updated if deemed necessary.

Both parties agree that no element of this agreement will be constructed to imply any form of financial obligation or liability, nor confer on one party the capacity to represent or act as an agent of the other.

Signed and Dated:

Signature

Helmon Johnson, Executive Director

Printed Name & Title PRVO Authorized Official

Date

Signature

Printed Name & Title

Date

PRVO, Inc. does not discriminate on the grounds of race, religion, color, sex, familial status, age, national origin or handicap in any program or employment.



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- Enroll clients in short term or long term case management
- Provide an array of services designed to help low-income families become stable and/or self-sufficient

As part of this agreement, **City of Hattiesburg** will:

- Refer eligible clients to the program
- Provide matching funds to PRVO
- Coordinate efforts with PRVO
- Support workshops and information sessions

Both parties also agree to the following guidelines:

Each party is responsible for its own documentation to be made on the services provided.

It is agreed by both parties that the content of the Memorandum of Understanding will be renewed, evaluated and updated if deemed necessary.

Both parties agree that no element of this agreement will be constructed to imply any form of financial obligation or liability, nor confer on one party the capacity to represent or act as an agent of the other.

Signed and Dated:


Signature

Signature

Helmon Johnson, Executive Director

Printed Name & Title PRVO Authorized Official

Date

Johnny L. DuPree, Mayor

Printed Name & Title

8-16-16

Date

PRVO, Inc. does not discriminate on the grounds of race, religion, color, sex, familial status, age, national origin or handicap in any program or employment.



City of Hattiesburg, MS

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

Master

File Number: 2016-2874

File ID: 2016-2874

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/09/2016

Brief Title: Agreement for Paymode-X Electronic Payment Services.

Final Action: 08/16/2016

Minute Book Number: MB2016-209

Title:

Authorize Mayor to enter into a agreement between the City of Hattiesburg and Bottomline Technologies, Inc. for Paymode-X Electronic Payment Services.

Notes:

Sponsors:

Enactment Date:

Attachments: PaymodeXOverview-CityOfHattiesburg-20160510, Paymode Master Agreement (2), Paymode Confirmation Agreement., executed Paymode Master Agreement (2)

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/16/2016	Authorize				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Authorize Mayor to enter into an agreement between the City of Hattiesburg and Bottomline Technologies, Inc. for Paymode-X Electronic Payment Services.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2016-2874

Title

Authorize Mayor to enter into a agreement between the City of Hattiesburg and Bottomline Technologies, Inc. for Paymode-X Electronic Payment Services.

Summary

Agreement with Bottomline Technologies for Paymode-X Electronic Payment Service.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



Payments Optimization with Paymode-X

May 2016



Powered by  **Bottomline**
Technologies.



Agenda



- Introductions
- Objectives and Current AP Payments Landscape
- Paymode-X: Overview
 - The Payment Network Solution
 - The Business Case
- Next Steps
- About Bottomline Technologies

Where Do You Want to Be?

Objectives



Reduce checks / costs?



Expand on existing rebates?



Drive additional “e-payment” adoption?



ACH enablement / maintenance?

Background and Current State

- Volumes:
 - \$175MM in “AP spend”
 - 15K+ payments to over 2,300 “vendors”
 - Large portion inter-Hattiesburg and other MS State Departments
- Payment Methods:
 - Check (primary)
 - Other?
 - How are inter-Hattiesburg payments made?
- AP System:
 - JDE 7.3
- Analysis Assumptions:
 - All payments made by check.
 - \$3.02 was used for cost savings estimates for all conversions to Paymode-X ACH.

Paymode-X: The Way Businesses Pay and Get Paid

The Paper Problem

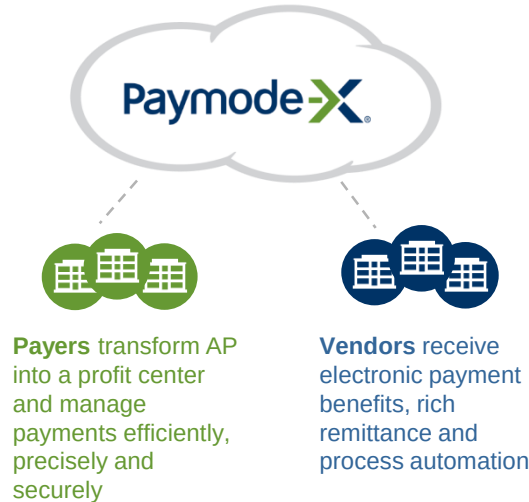
63% of organizations are still making more than half of their payments by paper check¹

77% of organizations subject to payment fraud were victims of check fraud³

84% of organizations identify high overall payment costs as a driver for automation²

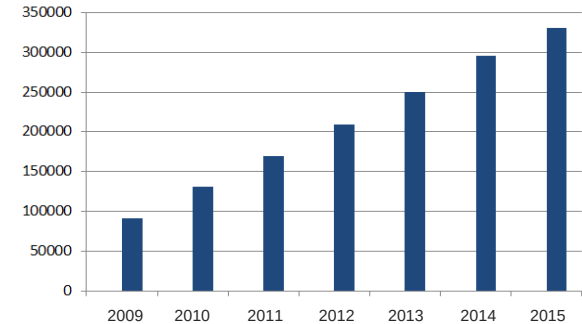
Accelerated Electronic Payments

The Paymode-X network helps businesses easily transition to electronic payments



Paymode-X Network Growth

(number of vendors, calendar year)



330,000+ Vendors in network

3,000 new Vendors added monthly

16% network growth in 2015

\$182B in payments processed in 2015

The Paymode-X Value Summary



\$25K+
in Rebates
annually



~\$35K
in Cost
Savings
annually

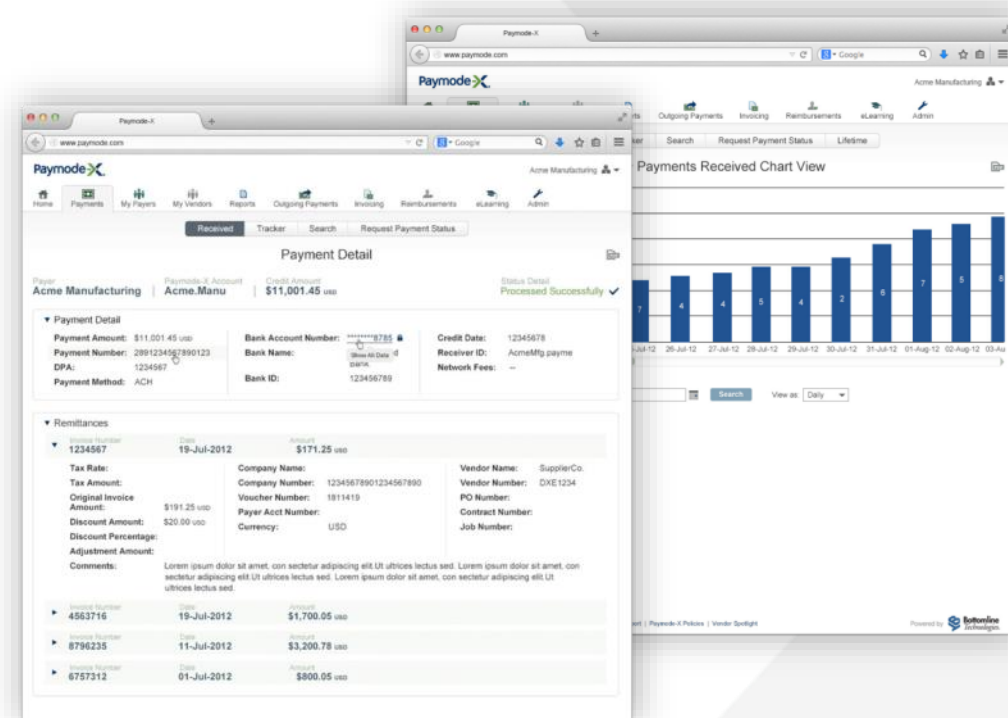
- ✓ **Matches:** **409** suppliers in your spend file are already members in the Paymode-X network – representing **~\$20MM** of your spend and **7,600+** payments.
- ✓ **Vendor Targets:** Paymode-X would target a total of **570** of your vendors for participation in the premium program.
- ✓ **Automation Targets:** Paymode-X will look to convert all or most of your remaining check transactions from check to Paymode-X ACH, reducing operational cost. As you add new vendors over time, Paymode-X will continually perform ACH enablement services for you.

In-House ACH Requires Time, Money, and Risk

Task	 Time	 Money	 Risk
Gathering vendor bank information			
Storing vendor bank information in ERP			
Keeping vendor bank information up to date			
Chasing down returned ACH payments			
ACH transaction fees			
Meeting vendor e-remittance requirements			

**We take care of this...
While you
Earn rebates!**

Premium Vendor Experience



FEATURES & BENEFITS	PREMIUM	VALUE
Faster payments	✓	Improved cash management
Payment Tracker	✓	Obtain a snapshot of all upcoming payments
Payment notification via email 24 hours prior to receipt	✓	Improved visibility helps speed cash application
Request Payment Status online	✓	Connect with your Payers via email to request payment status detail not yet submitted to Paymode-X
Migrate payments from check to electronic	✓	Reduces costs, improves efficiencies and supports sustainable processes
Remittance detail in the body of an email	✓	Easy, quick access to payment information
Rich remittance detail in a format ready for uploading directly into your financial system	✓	Eliminate the time and inadvertent errors caused when rekeying data
Ability to update account information online	✓	Better Vendor management to ensure payments are successful
Address Book for easy access to contact info for your customers paying you through Paymode-X	✓	Quick access to customer-maintained contact information
My Payers functionality to track and trend your largest customers	✓	Provides the ability to monitor and trend payments over time
Upload critical documents such as W-8 & W-9's for sharing with your customers	✓	Making it easier to do business with your customers
Graphical and list views of payments	✓	Increased visibility puts critical information at your finger tips
Access to audited payment detail 24 x 7	✓	Eliminates the phone tag and simplifies researching payment detail

Intelligent Engagement Model

Proven Best Practice Approach



Required

- Subset of Vendors
- Messaged to 'Commodity' and 'Motivated' category Vendors where Payer leverage drives high adoption
- Informed by Paymode-X that enrollment is required



Campaigned

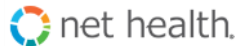
- Vendors campaigned using proven and customized campaign materials
- Vendor Advocates tailor the message and fee, taking Vendor relationship into account



Sponsored

- Free electronic payments and remittance available to select Vendors not eligible for fees
- Drives automation and reduces paper check volumes
- Phased in after fee-based enrollment programs

Bottomline's proprietary Intelligent Engagement Model identifies the appropriate Vendors for each category



Vendors Who Adopted the
Paymode-X
 Dividend Model



Powered by



Proprietary & Confidential

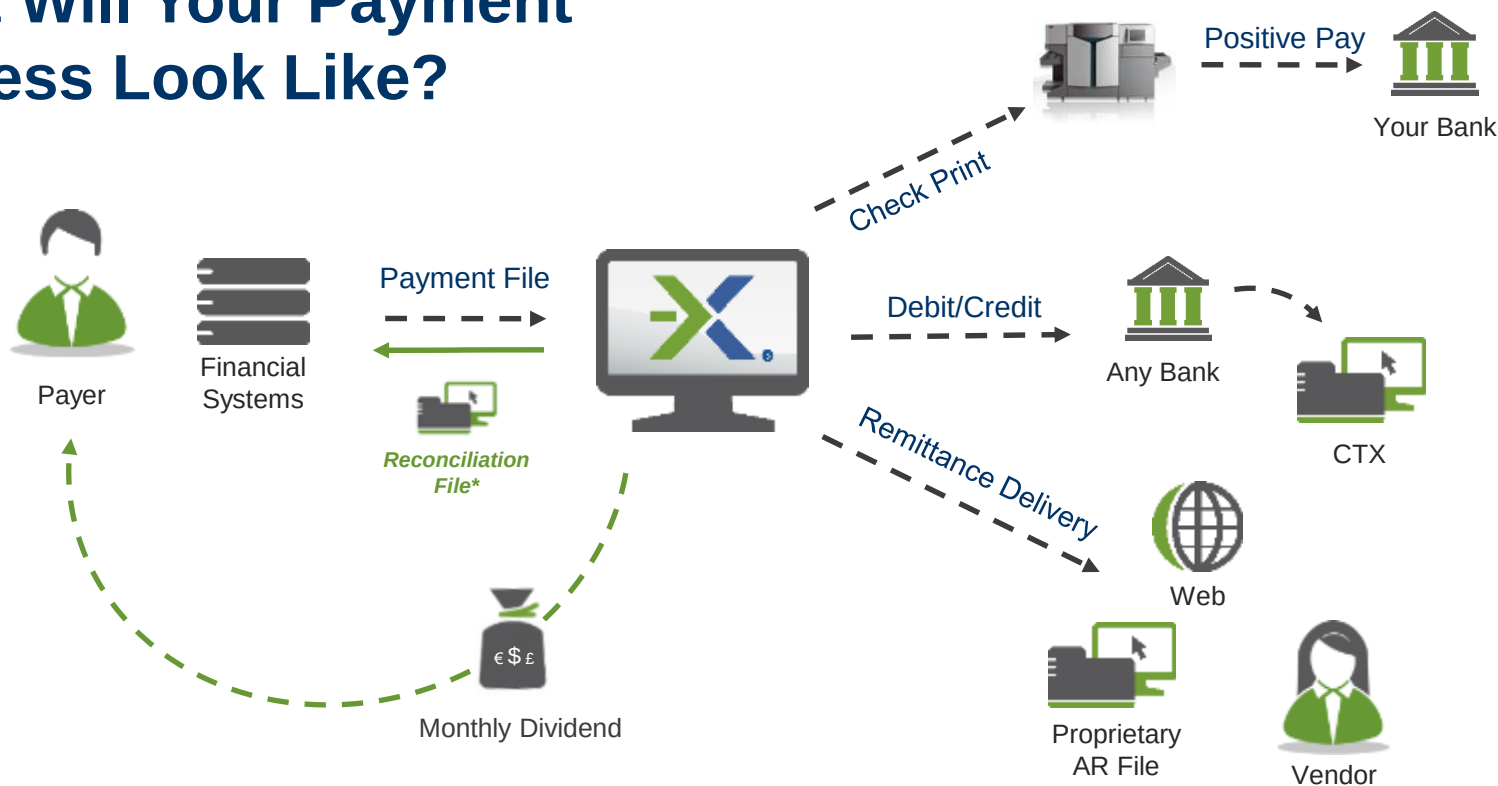
Paymode-X: A Secure e-Payments Solution

3-STEP AUTHENTICATION + OFAC CHECK



Repeats as information is updated.

What Will Your Payment Process Look Like?



* optional

Payment Analysis

This chart highlights the results of the customized Paymode-X vendor spend analysis.

Definitions are as follows:

File Totals	Actual figures from the file your company provided, showing data from the most recent 12 months of vendor (AP) spend.
Exclusions	Payments to vendors unlikely to enroll in Paymode-X.
Paymode-X Network Matches	Payments to vendors already enrolled in Paymode-X, and eligible to be paid immediately by your company.
Dividends High-Probability	Vendors who will be targeted for enrollment at a fee.
Strategic Outreach	High-value, strategic vendors we would enroll in partnership with your Finance and/or Procurement team.
Non-Targets	Low-volume, low-dollar vendors not targeted for enrollment.
Ramp to Financial Return	Values represent annual return to your company at program maturity. The Blue displays the projected annual Dividend rebate; green is the projected cost savings for converting to electronic payment.



Dividend & Automation Projections for City of Hattiesburg



PAYMENT FILE ANALYSIS

	Spend	Transactions	Vendors
File Totals	\$ 175,437,804	15,886	2,312
LESS: Exclusions	145,830,939	2,291	169
Optimization Eligible	\$ 29,606,865	13,595	2,143

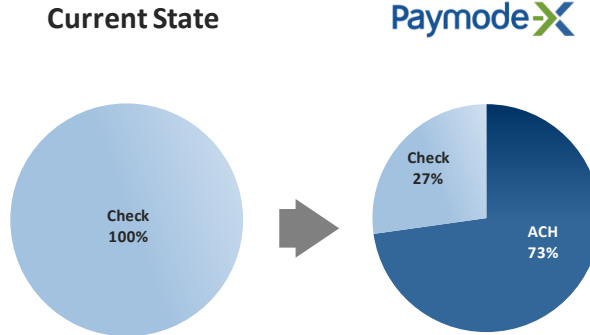
Paymode-X Network Matches	\$ 20,762,993	7,680	409
	70%	56%	19%

OPTIMIZATION STRATEGY

Category	Spend	Transactions	Vendors
Dividends High-Probability	22,553,721	10,563	570
Strategic Outreach	6,338,062	1,000	43
Non-Targets	715,082	2,032	1,530
Total	\$ 29,606,865	13,595	2,143

Paymode-X will campaign and enroll Vendors on your behalf to optimize your Dividends opportunity and automation goals.

PAYMENTS TRANSFORMATION



Paymode-X can manage and optimize a variety of payment types including optional outsourced check printing services, delivering full automation.

DIVIDENDS & COST SAVINGS

Best Practices Drive Compelling Results



Results above are based on a mature campaign. Annual cost savings are based on converting eligible transactions to ACH, assuming industry average savings of \$3.02 per check.

With Paymode-X You'll Gain Efficiencies...

- ✓ The member network allows you to **accelerate your move** to electronic payments by leveraging the vendors already participating on the network.
- ✓ Our **Vendor enablement** services allows you to off-load non-core tasks, moving liability and hassle away from you.
- ✓ **No out of pocket costs** for making electronic payments through Paymode-X...means there is little risk, and fast return.
- ✓ **Nominal costs** for outsourced check print services.
- ✓ **Earn rebates** with no minimum spend thresholds – start earning rebates on day one.
- ✓ **Fast** return on investment

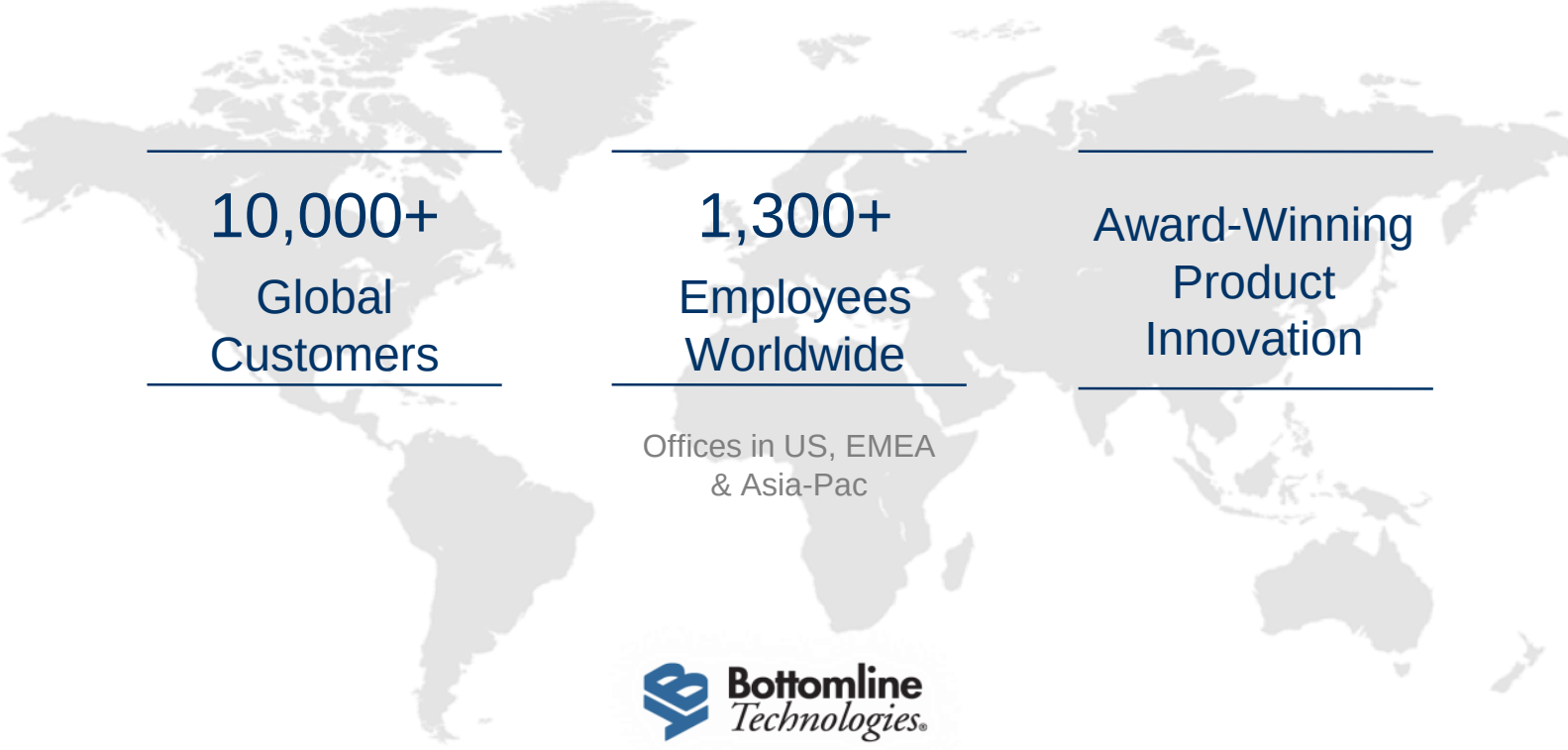
Next Steps

1. Questions?
2. Project Approval and Timing?
3. Review and Execute Agreements.

Contact Information



About Bottomline Technologies



10,000+
Global
Customers

1,300+
Employees
Worldwide

Award-Winning
Product
Innovation

Offices in US, EMEA
& Asia-Pac



Award-Winning & Patented Technology

- “Best in Class,” Payables Automation – Tower Group
- Best Accounts Payable Services – *Global Finance*
- “Who’s Who” in Global Treasury & Cash Management – *Global Finance*
- Top 100 Financial Technology Companies – *American Banker*
- Alexander Hamilton Award – *Treasury and Risk*
- Best in Class Cash Management – Aite Group
- Institute of Customer Service Award
- “Innovators” Award – *Bank Technology News*
- Operational Excellence: Cloud Computing for Order to Cash
- Insurer’s Choice – Financial Insights and Tech Decisions
- Investors in People (IIP) – Gold standard accreditation





Top-Tier Customer Base

60 of the Fortune 100



15 of the Top 25 Global Banks



13 of the Top 25 Insurance Companies



85 of the FTSE 100



400 Commercial & Business Banks



Over 1500 Healthcare Organizations



PAYMODE-X[®]

MASTER AGREEMENT

Effective Date: _____

Bottomline Technologies, Inc. ("Bottomline")

325 Corporate Drive
Portsmouth, NH 03801
Telephone: (603) 436-0700
Fax: (603) 501-4950

Bottomline Representative:

Kathryn Simonds
Senior Director, Licensing and Contracts
Telephone: (603) 501-4814
Fax: (603) 501-4950
ksimonds@bottomline.com

<<Insert Client Information>> ("Client")

Client's Representative:

Name: _____

Telephone: _____

Fax: _____

Email: _____

This Paymode-X Master Agreement ("**Agreement**") is between Bottomline and Client and relates to the Client's subscription to enroll and use the Paymode-X electronic payment service ("**Paymode-X Electronic Payment Service**"), together with any optional Paymode-X processing services ("**Paymode-X Optional Services**" and the Paymode-X Optional Services and Paymode-X Electronic Payment Services collectively being the "**Paymode-X Services**");

This Agreement comprises this Cover Page, the Paymode-X Terms and Conditions the (the "**Terms**"), and each schedule which describes the Paymode-X Services subscribed to by the Client.

Bottomline Technologies, Inc.

_____ ("**Client**")

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PAYMODE-X TERMS AND CONDITIONS

1. Definitions

Unless otherwise specified or inconsistent with the context, each of the following capitalized terms shall have the meaning set forth in this Section:

- a) **Banking Partner** means the bank that Bottomline chooses to hold Client's funds and process Payments in accordance with Client's Payment Authorizations.
- b) **Confirmation Agreement** means the two-party agreement between Client and the Banking Partner which establishes a limited banking relationship between Client and the Banking Partner necessary for the Banking Partner to process Payments for the Client.
- c) **Effective Date** means the Effective Date set forth on the Cover Page of this Agreement.
- d) **Fee Year** means the 12 month period commencing on the first day of the month following the date the first Payment is made pursuant to a Payment Authorization provided by Client and each 12 month period commencing on each anniversary thereof.
- e) **Membership Administrator** means the individual enrolling the Client in the Paymode-X Network, configuring the Client's Paymode-X Profile, and otherwise overseeing the Client's membership (including adding and deleting users), utilizing a user access account entitled with Membership Administrator entitlements.
- f) **NACHA Rules** means the rules of the National Automated Clearing House Association (including any other clearing house rules applicable to automated clearing house transactions), as amended from time to time.
- g) **Network Fee** means the amount charged by Bottomline to a Vendor and collected from the Payer's Payment to that Vendor.
- h) **Network Member** means any business (including Client) which has enrolled to become a member of the Paymode-X network.
- i) **Operating Rules** shall have the meaning set forth in Section 2a.
- j) **Payer** means a Network Member using Paymode-X to receive invoices and/or make payments to Network Members.
- k) **Payment** means a single payment to a Network Member processed in accordance with a Payment Authorization provided by Client.
- l) **Payment Authorization** means a message transmitted electronically by Client to instruct Bottomline to initiate a Payment from the Client's Transaction Account for payment to a Vendor.
- m) **Paymode-X** means collectively, the Paymode-X Systems, the Paymode-X Web Site, the Paymode-X materials, and the Paymode-X Services.
- n) **Paymode-X Dividends** or **Dividends** shall mean amounts paid by Bottomline to a Payer as described in Section 6(c).
- o) **Paymode-X Systems** means Bottomline's proprietary software and systems available for providing the Paymode-X Services at:
(the "Paymode-X Web Site").
- p) **Paymode-X Materials** means: i) all documentation provided by Bottomline, whether in print, electronic or online format, as amended from time to time, regarding the Paymode-X Systems or the Paymode-X Services; and ii) all user identification codes, passwords, digital certificates, other access credentials provided by Bottomline in connection with Paymode-X ("Access Credentials").
- q) **Security Procedure** means, unless otherwise mutually agreed in writing, the security procedure: (i) selected by the Client pursuant to the Operating Rules; and (ii) further described in the User Documentation for verifying the authenticity of a Payment Authorization.

- r) **Subscription Term** shall mean the Initial Subscription Term and all Renewal Terms as described in Section 10.
- s) **Transaction Account** refers to a bank account designated by Client from which the amount needed to fund Client's Payments are transferred to the Settlement Account for subsequent payment to the applicable Vendor's (or return to Client) in accordance with the Confirmation Agreement.
- t) **Transaction Data** means the transactional data entered or loaded to the Paymode-X Web Site by Client for purposes of obtaining the Paymode-X Services.
- u) **Vendor** means a Network Member which has enrolled to receive payments from other Network Members.

2. Incorporation of Operating Rules and Privacy Policy.

- a) This Agreement incorporates, and both parties agree to be bound by, all terms and conditions of the Operating Rules, available at _____ (the "Operating Rules"). Bottomline may amend the Operating Rules at any time by posting a revised version on the Paymode-X Web Site and providing notice to Client as described in Section 11. The revised version will be effective thirty (30) days after Bottomline provides the notice to the Client. If there is any conflict between the terms and conditions of this Agreement and the Operating Rules, this Agreement shall control.
- b) All information collected by Bottomline about, or from Network Members, their representatives, and trading partners shall be proprietary to Bottomline and subject to the Paymode-X Privacy Policy at:

3. License.

- a) Following Client's enrollment, and subject to Client paying the applicable Fees for Paymode-X Optional Services, if any, Client shall have a limited non-exclusive, non-transferable, revocable license to access and use Paymode-X and the Paymode-X Materials to obtain the Paymode-X Services. The Paymode-X Systems may only be accessed and used online at the Paymode-X Web Site, solely for Client's internal business purposes and solely during the Subscription Term.
- b) Paymode-X and all intellectual property rights embodied therein remain the exclusive property of Bottomline and its licensors and may only be used in conjunction with the Paymode-X Services.
- c) Client may not: i) remove or alter any copyright notices or other proprietary legends contained in Paymode-X; ii) disassemble, decompile, or reverse engineer Paymode-X; iii) access or copy Paymode-X in order to build a similar or competitive product or service; iv) make Paymode-X accessible or available to any third party; v) use Paymode-X to operate a service bureau or otherwise provide Paymode-X services, or services similar thereto, to any third party; or vi) use Paymode-X in violation of any law or regulation.

4. Paymode-X Electronic Payment Services.

- a) Client may use the Paymode-X Electronic Payment Service by transmitting Payment Authorizations to Bottomline using the Client's Security Procedure. The purpose of the Security Procedure is to verify the authenticity of the Payment Authorizations. The Paymode-X electronic payment services include:
 - i) Provision of an acknowledgement message for Payment Authorizations which are authenticated using the Client's selected Security Procedure. If the acknowledgement is not provided within the time period specified in the User Documentation, re-transmission of the Payment Authorization may be required.
 - ii) Initiation of ACH credits to the applicable Vendors in accordance with the authenticated Payment Authorizations on the selected settlement date, subject to collected and available funds being on deposit in the Banking Partner's settlement account.
 - iii) Generation of an email notification to the Vendor when the ACH credit to the Vendor's Transaction Account is sent to the ACH system. The email will not contain confidential information, but it will include a link to the Paymode-X Web Site where the user can log in and obtain detailed information.
 - iv) Status and history information and remittance details related to authenticated Payment Authorizations are available to the Client and the applicable Network Members through the Paymode-X Web Site.

- v) Performing other functions related to payments as described in the Paymode-X Materials.
- b) All Payment Authorizations must conform in form and substance to the requirements, including the cut off times, described in the Paymode-X Materials.
- c) Information concerning debits and credits to Client's Transaction Account will be reflected in reports available to Client through the Paymode-X Web Site (the "Paymode-X Records") and in the account statements provided by Client's bank (the "Client Bank Statements"). If there is a discrepancy between the Paymode-X Records and the Client Bank Statements, the Client must provide written notice to Bottomline, with a statement of relevant facts, within thirty (30) days after receipt of the first Client Bank Statement or other notice from Client's bank (including Client's bank electronic notices and banking service web sites) indicating the discrepancy. Client must notify Bottomline promptly by telephone or other electronic means specified by Bottomline for such purpose and confirm such notice in writing.
- d) Client's funds are held by the Banking Partner, not Bottomline, until such time as the funds are transferred to the respective Vendor(s) for payment or returned to the Client pursuant to the Confirmation Agreement.

5. Paymode-X Account Profile.

Client is responsible for keeping all information in Client's account profile accurate and up to date including, proper identification of Client's Transaction Account(s), authorized users and their entitlements, email addresses, and mailing address(es). Client is responsible for maintaining the security of all Access Credentials including systems used to digitally sign or otherwise authenticate Payment Authorizations. Client will promptly notify Bottomline by telephone, confirmed in writing, if the confidentiality of any Access Credentials is compromised.

6. Network Fee, Paymode-X Dividends.

- a) As part of Bottomline's analysis of the Client's spend data, Bottomline will assign a Network Fee rate to each of Client's Vendors. The Network Fee charged to the Vendor will be the amount of the Payment multiplied by the Network Fee rate assigned to the Vendor. The Network Fee will be paid by the Vendor and not by Client.
- b) Client will earn a Paymode-X Dividend equal to thirty percent (30%) of the Network Fee collected by Bottomline on Payments made by Client. Further, if Client's Paymode-X Dividend amount exceeds \$250,000 in any Fee Year, the Dividend earnings rate will be increased to fifty percent (50%) of the Network Fee for all Payments made thereafter. Paymode-X Dividend amounts earned by Client will be paid monthly in arrears net of any Vendor refund or reimbursement.
- c) Client and Bottomline shall mutually agree upon a Network Fee applicable to payments from Payers intending to pay Client via Paymode-X.

7. Onboarding Trading Partners, Client Cooperation.

- a) Client will use best efforts to support and promote the use of the Paymode-X network by:
 - i) Providing a list of Vendors to which Client makes payments (the "Vendor List") and, if applicable, contact information for each of Vendor on the Vendor List;
 - ii) Providing information about its payments to its Vendors, including payment volume, payment frequency, and other information reasonably requested by Bottomline to make Network Fee recommendations and prioritize vendors for on-boarding, including identifying tax payments and other payments on which deduction of a Network Fee would be prohibited by law ("Vendor Payment Information");
 - iii) Participating in periodic meetings with Bottomline to develop and execute an on-boarding plan that maximizes Client Dividends;
 - iv) Supporting the distribution of mutually agreed upon Paymode-X promotional materials to its vendors; and

- v) Working in partnership with Paymode-X's Vendor enrollment team to encourage Vendors' Network Fee acceptance and directing Vendor inquiries regarding Network Fees back to Paymode-X's Vendor enrollment team.
- b) Client will not endorse or promote alternate ACH or similar solutions as an alternative to Paymode-X Services.
- c) Bottomline shall provide the Paymode-X Electronic Payment Services at no cost to the Client, as further described in Section 9, on the express condition that the Client exercises and demonstrates its good faith effort, cooperation and support in enrolling Vendors to the Paymode-X program with acceptance of the Network Fee. Client agrees not to offer, or implement, a competing Vendor enrollment program which in any way directly or indirectly allows or incents Vendors to pay Client at a reduced or discounted rate, on either a temporary or permanent basis ("Early Pay Discount"). If Client directly or indirectly provides, allows or enables any Vendors to receive or benefit from an Early Pay Discount, Client hereby agrees to pay Bottomline a Network Use Fee of 1.50% calculated based on the payments made by client to Vendors, pursuant to the payment terms in Section 9 below, or, in Bottomline's absolute and sole discretion, to terminate the Agreement immediately upon notice to the Client in accordance with the provisions of the first sentence of Section 10(b) below.

8. Client Vendor List, Transaction Data

- a) Bottomline acknowledges that Client's Vendor List and Transaction Data are proprietary in nature and shall be considered confidential information of the Client and shall not be disclosed by Bottomline to any third party. Bottomline will establish and maintain procedures to safeguard the confidentiality of Client's Vendor List and Transaction Data.
- b) The restrictions on use and disclosure described in Section 8(a) shall not apply to any information which: (i) is now or later becomes publicly available through no fault of Bottomline; (ii) is obtained by Bottomline from a third-party entitled to disclose it; (iii) is already in the possession of Bottomline at the time of disclosure; or (iv) is required by law, rule regulation, order, decision, decree or subpoena or other judicial, administrative or legal process to be disclosed. Further, Bottomline may use and disclose the names of businesses identified in the Vendor List as reasonably required to obtain contact information for the business, solicit enrollment in the Paymode-X Network and, if enrolled as a Vendor, configure the Vendor to receive Payments. Bottomline may compile and disclose aggregate system performance metrics and other statistical data from Transaction Data, but only in a manner that does not disclose any of Client's Transaction Data. Client acknowledges that, with respect to certain Vendors, it may be publicly known that a vendor/customer relationship exists between the Vendor and Client. Bottomline may make the identity of any Network Member publicly known even if such disclosure could lead to speculation that a trading relationship exists between certain Network Members.

9. Fees for Optional Services, Payment, Waiver.

- a) Except for Network Fees which are charged to Vendors, and subject to Client's continued and uninterrupted satisfaction of the condition described in Section 7(c) above, there are no fees, including subscription fees, transaction fees or minimums, associated with Client's use of the Paymode-X Electronic Payment Service. Other fees for Paymode-X Optional Services, as elected by the customer, are as set forth in the applicable attachment.
- b) All such fees are exclusive of any excise, sales, VAT, use or other similar taxes required by law, if any. Bottomline will include any such taxes on its invoices to Client. Payment of all invoiced amounts not subject to reasonable dispute is due within thirty (30) days of the receipt of invoice. All payments are to be made in U.S. dollars.
- c) Following the Initial Term, Bottomline may increase fees for Paymode-X Optional Services by providing at least ninety (90) days written notice to Client. Provided however, no such increase may exceed 4% in any year.
- d) If Network Fees are insufficient to cover Bottomline's costs of providing the Paymode-X Services (a "Fee Deficiency"), Bottomline and Client will discuss plans to increase Network Fees (a "Remediation Plan").

If the parties do not agree on a Remediation Plan within forty five (45) days of Bottomline notifying Client of the Fee Deficiency or if within six (6) months the Fee Deficiency is not eliminated, Bottomline may terminate the Subscription Term by providing Client with at least ninety (90) days prior written notice.

10. Subscription Term and Termination.

- a) The Subscription Term commences on the Effective Date and will expire at the end of three (3) years from the Effective Date (the “**Initial Term**”). Thereafter, the Subscription Term shall automatically renew for successive twelve (12) month periods (each a “**Renewal Term**”) on each anniversary of the Effective Date unless either party provides at least ninety (90) days prior written notice of its intent not to renew.
- b) Either party may terminate the Subscription Term for any material default by the other party (excluding default under Section 7(a)) that is not cured within fifteen (15) days of receipt of written notice specifying the default. Following the first year of the initial term, either party may terminate the Subscription Term for convenience by providing at least ninety (90) days prior written notice to the other party.
- c) Termination of the Subscription Term automatically terminates the licenses to access and use Paymode-X and the Paymode-X Materials. Client will immediately discontinue use of and, at Bottomline’s option, return or destroy all Paymode-X Materials.
- d) Termination does not release Client or Bottomline from obligations related to protecting confidential information and all obligations which accrued prior to termination, including Client’s obligation to pay all amounts, if any, attributable to Paymode-X Services performed prior to termination. Amounts outstanding at termination will be immediately due and payable.

11. Notices.

Bottomline may provide Notices to Client by: i) posting the notice on the Paymode-X Web Site; ii) e-mailing it to the e-mail address of each Authorized Signer and Membership Administrator designated in Client’s Paymode-X membership profile, or iii) by mailing it to Client’s postal address designed in its Paymode-X membership profile. Notices to Bottomline must be sent by mail or courier to Bottomline Technologies (de), Inc., Attention: Paymode-X Administration, 325 Corporate Drive, Portsmouth NH 03801. Notices sent by posting on the Paymode-X Web Site shall be deemed received on the earlier of: i) the date Client next access the Paymode-X Web Site, or ii) five (5) business days after it is posted. Notices sent by e-mail will be effective 24 hours after e-mailing unless Bottomline receives notice that the e-mail was not delivered. Notices sent by courier or mail will be effective upon receipt.

12. Indemnification.

- a) Bottomline will defend, indemnify, and hold Client harmless from any claim or demand (including attorney fees) made by any third party alleging Paymode-X infringes any third party’s copyright of a Berne Convention country or patent of the United States of America, and Bottomline will pay all costs and damages finally awarded in any such action.
- b) Bottomline will defend, indemnify, and hold Client harmless from any claim or demand (including attorney fees) made by the Banking Partner as a result of any Unauthorized Payment Instruction provided to the Banking Partner by Bottomline. An Unauthorized Payment Instruction means a payment instruction which is: i) misdirected or unauthorized; ii) an over payment; or iii) a duplicate payment, in each case which fails to conform to a Payment Authorization submitted by Client provided: (i) the payment is not in fact authorized by Client or any employee, officer, or agent of Client and (ii) the payment was **not** the subject to an unauthorized Payment Authorization made in the following circumstances, which the Client and Bottomline agree are circumstances that the Client can best control and for which the Client bears the risk:
 - i) The unauthorized Payment Authorization was: (1) made, directly or indirectly, by a person entrusted by the Client at any time with duties to act for the Client with respect to Payment Authorizations or who obtained access to the Client’s Payment Authorization transmitting facilities; or (2) authenticated as having been signed using an unrevoked digital certificate assigned to the Client.

- ii) The unauthorized Payment Authorization was made, directly or indirectly, by a person who obtained, from a source controlled by the Client, information that facilitated the security breach (information includes any access device, computer software or hardware security device).
- c) Bottomline's obligation under Section 12a and 12b is subject to (i) prompt notice from Client of any such claim or action, (ii) Client not having made any admission of liability or agreed to any settlement or compromise, (iii) Client providing to Bottomline, in a prompt and timely manner, the documents, information and assistance Bottomline reasonably request, (iv) Bottomline having sole control of defending such claim or action, and (v) Client's use of Paymode-X is in accordance with this Agreement, including the Operating Rules, and the User Documentation.
- d) With respect to Section 12a: i) Bottomline will have no liability for any combination of Paymode-X with other software or materials not provided by Bottomline; and ii) Bottomline's indemnity obligations under this Section are Bottomline's entire obligation, and Client's exclusive remedy, with respect to any infringement claim in connection with Client's use of Paymode-X.

13. Limitation of Liability.

- a) Bottomline will be liable only for actual direct damages incurred by Client as a direct result of the gross negligence, willful misconduct, or failure to exercise reasonable care in the provision of Paymode-X by Bottomline and its providers. In no event will Bottomline be liable for: i) any indirect, consequential or punitive loss, damage, or expense, including any loss of business profits, revenue, or goodwill, ii) loss or corruption of data, even if advised of the possibility of such loss or damage.
- b) Bottomline will not be liable for, and will be excused from providing Paymode-X in the event of, any failure or delay caused by: i) circumstances beyond Bottomline's control, including any natural disaster, emergency conditions (such as war, riot, fire, theft or labor dispute), legal constraint or governmental action or inaction, breakdown or failure of equipment, ii) any Network Member's act, omission, negligence or fault; or iii) Bottomline having reasonable belief that performing would violate any law, rule or regulation.

14. Client Representation and Warranties.

Client represents and warrants that:

- a) Entering into, and performing in accordance with this Agreement, and Client's use of Paymode-X and Client's authorization to Bottomline to perform the Paymode-X Services including, but not limited, to executing credit and debit transactions to the Client's Transaction Account have been duly authorized and does not contravene any law, regulation or governmental rule.
- b) All information provided by Client is true, complete and not misleading. Client will promptly notify Bottomline if any information submitted in its enrollment application changes.
- c) Client's Membership Administrator and each of its representatives for which user access accounts are configured are authorized to utilize all entitled privileges including, as applicable, initiating Payment Authorizations, authorizing credits and debits to the Transaction Accounts, and Client's Membership Administrator is authorized to configure Transaction Accounts and configure other user access accounts and entitle those accounts with privileges up to and including Membership Administrator privileges.

15. Bottomline Warranties

Bottomline represents and warrants to Client that:

- a) Entering into, and performing in accordance with, this Agreement has been duly authorized and does not contravene any law, regulation or governmental rule.
- b) It will provide Paymode-X in accordance with the applicable user documentation. If Client notifies Bottomline of a material failure of Paymode-X to perform to the foregoing warranty, as Client's exclusive remedy, Bottomline will use reasonable efforts to resolve the failure in accordance with its then current customer support policies.
- c) **EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION, BOTTOMLINE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED**

WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. BOTTOMLINE DOES NOT WARRANT THAT PAYMODE-X, THE PAYMODE-X SERVICES, OR ACCESS TO THE PAYMODE-X WEBSITE WILL BE UNINTERRUPTED OR OPERATE ERROR-FREE.

16. Protection of Vendor Privacy, Protection of Paymode-X Systems.

- a) Client acknowledges that Bottomline has an obligation to protect the privacy of Paymode-X Network Members. Client agrees to keep all information that Client receives about other Network Members, including Network Fee information, confidential and to use such information only in connection with proper use of Paymode-X. Client may not disclose information about other Network Members, or identify Network Members other than Client's trading partners, to any third party.
- b) Client acknowledges that Paymode-X Systems and Materials, including Network Member lists, are confidential trade secrets of Bottomline. Client agrees to: (i) safeguard access to and use of the Paymode-X Systems and Materials at all times; (ii) establish and maintain procedures to maintain the confidentiality of the Paymode-X Systems and Materials including all user identification codes and security codes; (iii) access and use the Paymode-X Systems and Materials only for the purposes for which Bottomline provides them; and (iv) promptly notify Bottomline by telephone, confirmed in writing, if any Materials are lost or their confidentiality is compromised.

17. Transaction Data Back Up.

Client is responsible for retaining a back up copy of all Transaction Data that it provides Bottomline. In the event of loss or corruption of Transaction Data by Bottomline, Bottomline shall give prompt notice of such to Client. Bottomline shall, at its sole expense, regenerate lost or corrupted Transaction Data from back up files maintained by Bottomline or copies of back up data maintained by Client. Bottomline's sole liability for lost, destroyed, corrupted, or damaged data is limited to accurately and timely restoring such data and making the Paymode-X Web Site accessible to Client.

18. Miscellaneous.

- a) This Agreement is binding upon each party's successors and permitted assigns. Client may not assign, transfer, or sublicense any of its rights or obligations under this Agreement without Bottomline's prior written consent. Bottomline may assign this Agreement by providing Client with notice of the Assignment.
- b) Nothing contained in this Agreement creates any agency, fiduciary, joint venture or partnership relationship between Bottomline and Client. This Agreement is for the benefit of Bottomline and Client only. For purposes of this Agreement, Client shall be interpreted to include Affiliate(s) of Client who Client permits to access and use Paymode-X and/or the Paymode-X Services. Client agrees to provide Bottomline notice of any such Affiliate(s). As used in this Agreement, Affiliate shall mean any entity controlled by, under common control with or controlling such party, with "control" meaning an ownership interest of greater than fifty percent (50%). Client shall be liable for the acts or omissions of Client's Affiliates as if they were the acts or omissions of Client. No other person has any right under this Agreement against either party.
- c) This Agreement governs Client's use of the Paymode-X Services and supersedes all prior agreements of any nature, whether oral or written, between Client and Bottomline related to the Paymode-X Services. Client's use of Paymode-X as a Vendor to receive payments, if any, is subject to the Terms of Use (as defined in the Operating Rules).
- d) Client agrees that Bottomline may refer to Client as a Bottomline customer in its press releases and marketing materials. Bottomline may, with approval from Client, (i) identify Client in white papers Bottomline publishes about the Paymode-X service, (ii) publish the results of any case studies involving Client's use of Paymode-X, and (iii) include Client provided testimonials about Paymode-X in its marketing materials and press releases.
- e) Bottomline shall not be responsible or liable for any illegal or unauthorized access to or release of any end user data from any end user's device (such as but not limited to cell phones, tablets, and PC's) whatsoever, including, but not limited to, any access or release arising from the accessing of an end user's login

credentials and/or login to an end user's account(s) by malware, viruses, or worms for malicious or criminal activities including, but not limited to, fraudulent payments or fraudulent funds transfer.

- f) While this Agreement remains in effect and for one (1) year following the termination of the Agreement, neither party shall directly or indirectly recruit, solicit or hire any employee of the other party, or induce or attempt to induce any employee of a party hereto to terminate his/her employment with the other party; provided that either party shall be permitted to hire any employee of the other party who responds to a general employment advertisement or solicitation.
- g) This Agreement is governed by the laws of New York, without reference to its conflict of law principles. The United Nations Convention on Contracts for the International Sales of Goods will not apply to Paymode-X or this Agreement. Any dispute regarding this Agreement or Paymode-X will be resolved by binding arbitration conducted in accordance with the United States Arbitration Act under the Commercial Arbitration Rules of the American Arbitration Association and conducted in Boston, MA. Judgment upon the award made by the arbitrator may be entered in any court having jurisdiction.
- h) If any provision of this Agreement is invalid, unlawful, or unenforceable, the remainder of this Agreement, is not impaired or otherwise affected and continues to be valid and enforceable to the fullest extent permitted by law. No delay or failure to exercise any right or remedy under this Agreement is deemed to be a waiver thereof. No waiver of any breach or default is a waiver of any other breach or default. Any waiver must be in writing.

PAYMODE-X CONFIRMATION AGREEMENT

THIS CONFIRMATION AGREEMENT, dated as of _____, 20__ (as it may be amended, supplemented or otherwise modified from time to time, this "**Agreement**"), between _____, a _____ (the "**Client**") and the banking subsidiary of **CITIZENS FINANCIAL GROUP, INC.** checked on the signature page below ("**Citizens**"; and together with the Client, individually, a "**Party**", and collectively, the "**Parties**").

RECITAL:

The Parties desire to set forth herein their agreement pursuant to which Citizens will confirm Transaction Requests (defined herein) initiated by the Client using the Paymode-X service of Bottomline Technologies (DE), Inc., a Delaware corporation ("**Bottomline**") and, in furtherance thereof, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the Parties agree as follows:

SECTION 1. DEFINITIONS AND INTERPRETATION; OPERATING RULES.

Section 1.1. Definitions and Interpretation. In this Agreement, (a) capitalized terms shall have the meanings ascribed thereto on Annex A, and (b) unless otherwise indicated, (i) defined terms may be used in the singular or the plural and the use of any gender includes all genders, (ii) the words "hereof", "herein", "hereto", "hereby" and "hereunder" refer to this entire Agreement, (iii) all references to particular Sections or Annexes are references to the Sections or Annexes, as the case may be, of this Agreement, (iv) all accounting terms not specifically defined herein shall be construed in accordance with GAAP, except as otherwise stated herein, and (v) reference to any Person includes such Person's successors and legal assigns.

Section 1.2. Operating Rules. The Parties acknowledge that the Client has agreed with Bottomline to be bound by all terms and conditions of the Operating Rules available at <https://secure.Paymode.com/policies/operatingrules.htm>, (or such other web address as Bottomline may communicate to its customers from time to time) and the Client irrevocably authorizes Citizens to rely, for the benefit of Citizens, on that agreement.

SECTION 2. CONFIRMATION OF PAYABLES.

Section 2.1. Transaction Requests The Parties acknowledge that each Transaction Request initiated by Client shall be deemed to be an offer (an "**Offer**") to deposit with Citizens the amount of the Payable (the "**Payable Amount**") described in the Transaction Request, and a request by the Client for Citizens to undertake, as the Citizens' independent obligation, to disburse the Payable Amount to the applicable Supplier in accordance with the terms hereof. The undertaking of Citizens to disburse a Payable Amount in accordance with a Transaction Request is herein called its "**Confirmation**" of the respective Offer.

Section 2.2. Funding. Each Payable Amount shall be deposited with Citizens in immediately available funds, free and clear of all deductions, set-off or withholdings what so ever prior to Citizens confirming its obligation to disburse such Payable Amount to the applicable Supplier.

Section 2.3. Confirmation and Disbursement. Citizens may, in its sole discretion, accept or reject any Offer and shall evidence its Confirmation of an Offer by disbursing the Payable Amount described in the Transaction Request to the applicable Supplier in accordance with Paymode-X payment instructions associated with such Transaction Request provided by Bottomline to Citizens. Citizens reserves the right, in its sole discretion, at any time prior to disbursement of any Payable Amount to the Supplier, to decline acceptance of any Offer. In the event any Offer is not accepted, such Offer shall deemed to be terminated and the Payable Amount will be returned to the Client. A Paymode X payment instruction file provided by Bottomline may relate to two or more Transaction Requests, each of which is deemed an independent Offer and Citizens' Confirmation of one Offer shall not impose on Citizens any obligation to Confirm any other.

Section 2.4. Relationship of Parties. All funds deposited by Client will be disbursed to the applicable Supplier or returned to the Client if disbursement to the Supplier is not successfully completed. Pending disbursement to the Supplier or return to the Client, the Client's funds will be held by Citizens for the benefit of the Client, but need not be segregated from other funds held by Citizens; provided, under no circumstances shall Citizens be liable for interest on monies so deposited with Citizens, nor shall Citizens be required to invest such monies. Citizens need not collateralize or provide any security interest for any funds received by Citizens pursuant to this Agreement. The Client expressly acknowledges and agrees that this Agreement nor any transaction contemplated hereby, including the holding of any the Client's funds by Citizens for the benefit of the Client, shall create or otherwise connote any fiduciary or other implied (or express) obligation of Citizens to the Client arising under any agency doctrine of any applicable law.

Section 2.5. Paymode-X Instructions. The Client acknowledges and agrees that (a) Citizens may rely on all Paymode-X payment instructions provided by Bottomline to Citizens as corresponding to Transaction Requests duly and expressly authorized by the Client, including, without limitation, all such payment instructions that request that Citizens disburse any amount in a currency other than the currency in which the funds that the Client deposited with Citizens are denominated with any foreign exchange transaction to be effected at such rates and subject to such fees as Bottomline may approve, and (b) to the extent permitted by law, Citizens shall be protected from and shall incur no liability for any action taken or not taken with in reliance on such Paymode-X payment instruction in good faith.

Section 2.6. Retained Obligations. The Client hereby acknowledges and agrees that with respect to each Confirmation, Citizens' only obligation is to pay to the applicable Supplier the applicable Payable Amount in accordance with Paymode-X payment instructions provided by Bottomline, and Citizens is not assuming, nor shall Citizens in any way be responsible for, the performance of any contract between the Client and the Supplier or between the Client and Bottomline, nor shall Citizens have any obligation to intervene in any Commercial Dispute arising out of the performance of such contract (the "Retained Obligations").

Section 2.7. Term and Suspension of Services. Transactions under this Agreement may be initiated during the period from the Effective Date until the Termination Date. Either Party may elect to terminate this Agreement. The Party electing to terminate this Agreement shall do so by delivering written notice of its election to the other Party. Such notice shall specify the Termination Date selected by the Party electing to terminate, which date shall be not less than 30 days after delivery of the respective notice to the other Party and shall thereafter be deemed the "Termination Date" hereunder. Termination shall not in any way affect the rights and obligations of the Parties with respect to

transactions already initiated on or before the Termination Date. Citizens may, with prior notice (except when such prior notice is prohibited by law, in the event of extraordinary circumstances or as expressly permitted hereunder), terminate this Agreement or suspend the services provided to Client pursuant hereto: (i) if Citizens determines that Client has failed to maintain a financial condition deemed reasonably satisfactory to Citizens to minimize any credit or other risks to Citizens in providing services to Client, including in the case of the commencement of a voluntary or involuntary proceeding under the United State Bankruptcy Code or other statute or regulation relating to bankruptcy or relief of debtors; (ii) if an Insolvency Event has occurred and is continuing; (iii) if there has been a material adverse change in the financial circumstances of Client; (iv) in the event Client fails to comply with or is in default under any of its material obligations hereunder; (v) if Citizens deems immediate termination of the Agreement necessary or appropriate in order to prevent a financial loss to Citizens; or (vi) if Citizens reasonably believes that the continued provision of services in accordance with this Agreement would violate federal, state or local law, or would subject Citizens to unacceptable risk of loss. Notwithstanding any termination, this Agreement shall remain in full force and effect with respect to all Transaction Requests initiated prior to such termination. Termination shall not relieve Citizens of its obligation to perform the services if all required data is received before the termination date. All indemnification obligations of Client to Citizens, and all funding obligations of Client to Citizens, in relation to Transaction Requests occurring or initiated prior to termination of this Agreement, and all provisions relating to the limitation of Citizens' liability hereunder, shall survive termination of this Agreement. In the event that Citizens, in its sole judgment, believes that its provision of the services may create a risk of financial loss for it, Citizens may, upon notice to Client, suspend its provision of the services; provided, however, that if Client takes such action as may be requested by Citizens to eliminate such risk, including, without limitation, funding all Transaction Requests with sufficient and immediately available funds to pay for all Payables, Citizens shall not suspend the services, or, if the services have been suspended, shall reinstate its provision of the services.

SECTION 3. UNCOMMITTED ARRANGEMENT.

Section 3.1. General. The Client Acknowledges that this is an uncommitted arrangement, that the Client has not paid, and is not required to pay, a commitment fee or comparable fee to Citizens, that no Offer shall be deemed made unless and until the related Payable Amount has been deposited by the Client with Citizens, and Citizens has no obligation to Confirm an Offer regardless of whether the conditions set forth herein are satisfied, and that, unless and until an Offer is Confirmed in accordance with the terms hereof, Citizens has no obligation to pay the applicable Supplier.

Section 3.2. Fees, Payments, Etc. The fees associated with Citizens' performance pursuant to this Agreement are included in the amounts Client pays to Bottomline for the Paymode-X services, as agreed between Bottomline and the Client, and Citizens shall look only to Bottomline for payment of its fees.

SECTION 4. INDEMNITY; LIMITATION OF LIABILITY.

Section 4.1. Indemnity. To the extent permitted by law, the Client agrees to indemnify, defend and save harmless Citizens (including each of its branches, affiliates, officers, directors, employees or other agents, the "Indemnified Parties"), forthwith on demand, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses and disbursements of any kind or nature whatsoever (including the reasonable fees and disbursements of counsel for Indemnitees in connection with any investigative, administrative or judicial proceeding or hearing commenced or threatened by any Person, regardless of whether any such Indemnified Party shall be designated as a party or a potential party thereto, and any fees or expenses incurred by Indemnitees in

enforcing this indemnity), whether direct, indirect, special or consequential and whether based on any federal, state or foreign Laws, on common law or equitable cause or on contract or otherwise, that may be imposed on, incurred by, or asserted against any such Indemnified Party, in any manner relating to or arising from or incurred in connection with any Retained Obligations including, but not limited to any Commercial Dispute related to any payment made or to be made to any Supplier using Paymode-X (collectively, the “Indemnified Liabilities”); provided, the Client shall not have any obligation to any Indemnified Party hereunder with respect to any Indemnified Liabilities to the extent such Indemnified Liabilities arise from the gross negligence or willful misconduct of that Indemnified Party, in each case, as determined by a final, non-appealable judgment of a court of competent jurisdiction. Without prejudice to the survival of any other provision hereof, the terms of this Section 4.1 shall survive the termination of this Agreement and payment of all other amounts payable hereunder.

Section 4.2. Limitation of Liability. To the extent permitted by applicable Law, no Party shall assert, and each Party hereby waives, any claim against the other Party and its affiliates, members of the board of directors, employees, attorneys, agents or sub-agents, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) (regardless of whether the claim therefor is based on contract, tort or duty imposed by any applicable legal requirement) arising out of, in connection with, arising out of, as a result of, or in any way related to, this Agreement, the transactions contemplated hereby or thereby, any act or omission or event occurring in connection therewith, or any loss or corruption of data, and each Party hereby waives, releases and agrees not to sue upon any such claim or any such damages, regardless of whether accrued and regardless of whether known or suspected to exist in its favor.

SECTION 5. EFFECTIVE DATE.

- The occurrence of the Effective Date is subject to Citizens’ receipt of each of the following:
 - (a) An executed counterpart of this Agreement.
 - (b) An originally executed certificate from the Secretary or Assistant Secretary of the Client, together with all applicable attachments, certifying as to the following: (A) attached thereto is a copy of each organizational document of the Client and, to the extent applicable, certified as of a recent date by the appropriate governmental official, each dated the Effective Date or a recent date prior thereto; (B) set forth therein are the specimen signatures and corporate titles of the officers or other authorized representatives of the Client executing this Agreement; and (C) attached thereto are copies of resolutions of the board of directors (or other governing body) of the Client approving and authorizing the execution, delivery and performance of this Agreement, certified as of the Effective Date as being in full force and effect without modification or amendment (which resolutions may be in the form of general banking resolutions of the Client).
 - (c) A good standing certificate from the applicable Governmental Authority of the Client’s jurisdiction of organization dated a recent date prior to the Effective Date.

SECTION 6. REPRESENTATIONS AND WARRANTIES

The Client hereby makes the following representations and warranties for the benefit of Citizens:

- (a) The Client is duly organized, validly existing, and, to the extent applicable under the Laws of its jurisdiction of organization, in good standing under the Laws of its jurisdiction of organization and has all organizational powers and all material governmental licenses, authorizations,

consents, and approvals required to carry on its business as now conducted, except to the extent that failure to comply with the foregoing statements would not reasonably be expected to materially adversely affect its ability to perform its obligations hereunder.

(b) The Client has the requisite power to enter into, deliver and perform its obligations under this Agreement, to issue Transaction Requests as contemplated herein, to make Offers to Citizens and to request that Citizens give its Confirmations of such Offers, all in the manner herein contemplated, and it has taken all necessary corporate or other action required to authorize the execution, delivery and performance of this Agreement and the assignment and delegation of such Payables.

(c) This Agreement constitutes the legal, valid and binding obligations of the Client, enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other Laws of general application affecting the rights and remedies of creditors and general principles of equity, regardless of whether enforcement is sought in proceedings in equity or at law.

(d) Neither the execution nor the delivery of this Agreement, nor the performance of or compliance with the terms and provisions hereof or thereof, nor the carrying out of the transactions hereby contemplated will, in any material respect, conflict with or result in a material breach of (i) any Laws, (ii) any other agreement or instrument binding upon the Client, or (iii) any provision of the Client's organizational documents.

(e) No authorization, consent or approval or other action by, and no notice to or filing with, any Governmental Authority is required to be obtained or made by the Client for the due execution, delivery and performance by it of this Agreement nor the carrying out of the transactions hereby contemplated.

(f) No Insolvency Event with respect to the Client has occurred and is continuing.

(g) All information provided by the Client is true, complete and not misleading.

(h) Client has duly authorized Bottomline to issue Paymode-X payment instructions in respect of Client's Transaction Requests to Citizens.

SECTION 7. COVENANTS.

The Client shall at all times from the Effective Date to and including the Termination Date perform each of the following covenants:

Section 7.1. Existence, Etc. The Client shall take all necessary steps and actions to preserve its organizational existence and comply in all material respects with all Laws applicable to the Client in the operation of its business, except to the extent the failure to so comply could not reasonably be expected to materially adversely affect its ability to perform its obligations hereunder or to carry out the transactions hereby contemplated.

Section 7.2. Notice of Events, Etc. The Client shall promptly notify Citizens in writing of any material event or occurrence, including, without limitation, any material event or occurrence with respect to any Payable Amount on deposit with Citizens, or Client's present or future use of Paymode-X, or any governmental action affecting the Client's ability to perform its obligations under this Agreement or to carry out the transactions hereby contemplated.

Section 7.3. Further Assurances. The Client shall, at its expense, promptly execute and deliver all further instruments and documents, and take all further action, that Citizens may reasonably request in order to protect or more fully evidence or implement the transactions contemplated hereby.

SECTION 8. MISCELLANEOUS

Section 8.1. Duties and Taxes. All stamp, documentary, registration or other like duties or Taxes (excluding Taxes upon or measured by the net income of Citizens), including Taxes and any penalties, additions, fines, surcharges or interest relating thereto, or any notarial fees which are imposed or chargeable on or in connection with any Payment made pursuant to this Agreement shall be the responsibility of the Client. If Citizens is required to withhold and pay any withholding tax imposed at source on any disbursement to any Supplier under this Agreement, then Citizens will deliver to Client the original tax receipt or other proof of payment, and Citizens's of the balance (after deducting any such withholding) will, as between the Client and Citizens, constitute payment in full of the Payable Amount to the applicable Supplier.

Section 8.2. Notices, Addresses. All notices, requests and demands given or made under this Agreement shall be given or made in writing and unless otherwise stated shall be made by email, telefax or letter using the address as on the signature page hereto or such other address as the party may designate to the other party in accordance with the provisions of this Section 8.1. All notices, requests and demands shall be deemed to have been duly given or made (a) if sent by e-mail, upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, return e-mail or other written acknowledgement); (b) if sent by telefax, when the confirmation showing the completed transmission has been received; provided, for the each of the foregoing clauses (a) and (b), if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient; and (c) if sent via a reputable commercial courier, when it has been left at the relevant address or five (5) Business Days after being delivered to such reputable commercial courier, in an envelope addressed to the applicable person at that address and to the attention of the person(s) set forth above. Each Party shall promptly inform each other Party of any changes in its address, email address or facsimile number specified herein.

Section 8.3. Assignments and Transfers. This Agreement shall be binding on and shall inure to the benefit of each Party and its successors and assigns. No Party shall assign or otherwise transfer its rights, benefits or obligations under this Agreement without the prior written consent of each other Party. Notwithstanding the foregoing, Citizens, with notice to Client, may assign this Agreement and its rights and obligations hereunder to The Royal Bank of Scotland plc.

Section 8.4. Waivers, Remedies Cumulative. No failure to exercise, nor any delay in exercising, on the part of Citizens, any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by Law.

Section 8.5. Accounting Treatment. The Client agrees and acknowledges that it is a sophisticated party in relation to this Agreement and that it has taken independent legal and accounting advice in relation to the accounting treatment to be applied to this Agreement. The Client acknowledges and agrees that it has not relied on any representation of Citizens in this regard.

Section 8.6. Third Party Rights. No Person not a party to this Agreement shall be deemed a third party beneficiary hereof.

Section 8.7. Counterparts. This Agreement may be executed in any number of counterparts, and by the different parties thereto on separate counterparts; each such counterpart shall be deemed an original and all of such counterparts taken together shall be deemed to constitute one and the same instrument. A facsimile or electronic copy of an executed counterpart of this Agreement shall be effective as an original for all purposes.

Section 8.8. Entire Agreement This Agreement constitutes the entire agreement between the parties hereto in relation to this transactions contemplated hereby, and supersede all previous proposals, agreements and other written and oral communications in relation thereto.

Section 8.9. Amendments, Etc No amendment, modification, termination or waiver of any term or condition of this Agreement shall be effective without the written concurrence of each Party.

Section 8.10. Invalidity If at any time any provision of this Agreement shall be adjudged by any court or other competent tribunal to be illegal, invalid or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired, and the parties hereto will use their best efforts to revise the invalid provision so as to render it enforceable in accordance with the intention expressed in this Agreement.

Section 8.11. Governing Law This Agreement shall be governed by and construed in accordance with the Laws of the State of Mississippi, including the opinions of the Mississippi Attorney General, without regard to the principles of conflicts of law thereof.

Section 8.12. Consent to Jurisdiction Any litigation based hereon, or arising out of, under or in connection with this Agreement, may be brought and maintained in the courts of the State Mississippi. Each Party hereby expressly and irrevocably submits to the jurisdiction of the courts of the State of Mississippi for the purpose of any such litigation. Each Party further irrevocably consents to the service of process by registered mail, postage prepaid, to the address specified on the signature page hereto or by personal service within or without the State of Mississippi. Each Party expressly and irrevocably waives, to the fullest extent permitted by Law, any objection which it may now or hereafter have to the laying of venue of any such litigation brought in any such court and any claim that any such litigation has been brought in an inconvenient forum.

Section 8.13. WAIVER OF JURY TRIAL TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT, ANY OTHER PURCHASE DOCUMENT OR ANY INSTRUMENT, DOCUMENT, AMENDMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREwith OR ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT AND THE OTHER PROGRAM DOCUMENTS, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

Section 8.14. Confidentiality Each Party agrees to hold this Agreement and all non-public information received by it in connection therewith from any other Party or its agents or representatives in confidence and agrees not to provide any Person with copies of this Agreement or such non-public information other than to (a) Bottomline; (b) any officers, directors, members, managers, employees or outside accountants, auditors or attorneys of such Person or of any of its affiliates who need to know such information in order to carry out or administer the transactions hereby contemplated, (c) any prospective or actual assignee or participant which (in each case) has signed a confidentiality agreement containing provisions substantively identical to this Section or has agreed to be subject to the terms of this Section, and (d) Governmental Authorities with appropriate jurisdiction (including filings required under securities Laws). Notwithstanding the foregoing, the parties hereto will not be liable for disclosure or use of such information that (i) was required by Law, including pursuant to a valid subpoena or other legal process, (ii) was in such Person's possession or known to such Person prior to receipt, or (iii) is or becomes known to the public through disclosure in a printed publication (without breach of any of such Person's obligations hereunder).

Section 8.15. Relationship of Parties The obligations of the Parties under this Agreement are several and no Party shall be responsible for the obligations of any other Party thereunder. Nothing contained herein, and no action taken by any Party pursuant hereto, shall be deemed to constitute the Parties as a partnership, an association, a joint venture or any other kind of entity.

Section 8.16. USA Patriot Act Citizens hereby notifies the Client that pursuant to the requirements of the USA PATRIOT Improvement and Reauthorization Act, Title III of Pub. L. 109-177 (signed into law March 9, 2009), as amended from time to time (the "PATRIOT Act"), it is required to obtain, verify, and record information that identifies the Client, which information includes the name and address of the Client and other information that will allow Citizens to identify the Client in accordance with the PATRIOT Act.

Section 8.17. Force Majeure and Sanctions Screening Citizens will not be liable for its failure to perform its obligations under this Agreement to the extent that such non-performance is caused by extraordinary circumstances outside Citizens' control that could not have been reasonably anticipated. Client acknowledges and agrees that Citizen is required by applicable Laws and policies to subject instructions to process Transaction Requests to Sanctions Screening. Therefore, in respect of any and all delays in the processing of Transaction Requests Orders due to Sanctions Screening, including without limitation a failure by Citizens to process a Transaction Request, and to the extent permitted by law, Client agrees to: (a) hold Citizens harmless, and (b) that Citizens shall have no liability to Client or any third party whatsoever. In addition and notwithstanding anything to the contrary in this Agreement, Citizens undertakes no obligation to make any payment under, or otherwise to implement or process any Transaction Request or transfer of funds if there is any involvement by or nexus with a Sanctioned Entity, whether directly or indirectly. Citizens will also not be responsible for delays in processing Transaction Requests or making funds available to a Supplier if such delays were related to another bank's fraud and sanctions screening procedures or in accordance with the Bank Secrecy Act (31 U.S.C. 5311 et seq.) OFAC requirements or similar laws or requirements.

Section 8.18. No Extension of Credit Nothing in this Agreement nor any course of dealing between Client and Citizens constitutes a commitment or obligation of Citizens to lend money to Client or obligates Citizens to extend any credit to Client, to make a loan to Client, or otherwise to advance funds to Client to pay for a Transaction Request.

Section 8.19. Agreement to do Business Electronically Client hereby agrees to conduct business with Citizens electronically and consents to the giving and receiving of notices, instructions, including without limitation, acknowledgements to be contractually bound electronically or by electronic

means and not in paper or non-electronic form. Client further agrees that evidence of its or Citizens' consent to be contractually bound may be given by electronic means without the necessity of a signature to be effective and that electronic copies of notices, instructions or agreements such as facsimile or electronic copies shall be as effective as if originals were exchanged between the parties.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their undersigned, duly authorized officers on the date first above written:

CLIENT:

[Print Name of Client]

By: _____
Name: _____
Title: _____

Notice Information:

Name of Client:
Address:
Attn:
Fax:
Email:

With a copy to:
James Ricci, SVP
Head of Sponsorship Management
Citizens Bank, N.A.
One Citizens Drive, Riverside, RI 02915
ROP455
Phone: 401-282-2813
Fax: 617-830-6376
Email: james.ricci@citizensbank.com

BANK:

Citizens Bank, N.A.

Citizens Bank of Pennsylvania

By: _____
James Ricci
Senior Vice President

Notice Information:

James Ricci, SVP,
Head of Sponsorship Management
Citizens Bank, N.A.
One Citizens Drive, Riverside, RI 02915
ROP455
Phone: 401-282-2813
Fax: 617-830-6376
Email: james.ricci@citizensbank.com

**ANNEX A TO
CONFIRMATION AGREEMENT**

DEFINED TERMS

As used in this Annex A, the term “Agreement” means the Agreement (as defined herein) to which this Annex A is attached.

“Agreement” as defined in the preamble to the Agreement.

“Bank” as defined in the preamble to the Agreement.

“Bottomline” as defined in the recitals to the Agreement.

“Business Day” means a day other than a Saturday, a Sunday or a day on which banks in New York City are authorized or required by law to close.

“Client” as defined in the preamble to the Agreement.

“Commercial Dispute” means, with respect to any Payable, any dispute or claim, regardless of merit, including, without limitation, any alleged dispute as to price, invoice terms, quantity, quality, or late or wrongful delivery and claims of release from or waiver of liability, any counterclaims or any alleged claim of deduction, offset, setoff, recoupment or counterclaim or otherwise, arising out of or in any way relating to such Payable or any other transaction related thereto.

“Confirmation” as defined in Section 2.1.

“Effective Date” means, subject to Section 5.1, the date of the Agreement.

“GAAP” means United States generally accepted accounting principles in effect as of the date of determination thereof.

“Governmental Authority” means any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“Indemnified Liabilities” as defined in Section 4.1.

“Indemnified Parties” as defined in Section 4.1.

“Insolvency Event” means, with respect to any Person, such Person (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); or (ii) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; or (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; or (iv) institutes or has instituted against it a proceeding seeking judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency Law or other similar Law affecting creditor’s rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding up or liquidation or (B) is not

dismissed, discharged, stayed or restrained in each case within thirty (30) days of the institution or presentation thereof; or (v) has a resolution passed for its winding-up, official management or liquidation; or (vi) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; or (vii) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty (30) days thereafter, or (viii) causes or is subject to any event with respect to it which, under the applicable Laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vii) (inclusive), or (ix) takes any corporate action to authorize any of the foregoing.

“Law” means any law (including common law), constitution, statute, treaty, regulation, rule, ordinance, order, injunction, writ, decree or award of any Governmental Authority.

“Offer” as defined in Section 2.1.

“Party” and “Parties” as defined in the preamble to the Agreement.

“PATRIOT Act” as defined in Section 8.16.

“Payable” means the monetary obligation of the Client to the applicable Supplier being paid pursuant to this Agreement.

“Payable Amount” as defined in Section 2.1

“Person” means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

“Retained Obligations” as defined in Section 2.6.

“Sanctioned Entity” means, in each case, whether now or subsequently: (i) Cuba, Sudan, Iran, Myanmar, North Korea, or any other country that is subject to a sanctions regime; or (ii) any government or person (natural, corporate or governmental) who (a) is designated as a sanctions target by, or (b) whether or not designated, who is otherwise a subject of sanctions laws or regulations issued by, the USA, European Union, United Nations, or United Kingdom; or (iii) any person (natural, corporate or governmental) owned or controlled by or acting for or on behalf of (a) any person referred to in clauses (i) or (ii) above, or (b) any governmental agency or state-owned or controlled entity of a country referred to in clause (i) above.

“Sanctions Screening” means the process by which Citizens reviews and screens all instructions to process Transaction Requests submitted by Client against sanctions lists promulgated by governmental and regulatory authorities, including but not limited to lists issued by the Office of Foreign Asset Control and the Department of the Treasury

“Supplier” means, with respect to any Payable, the Person that is the payee in respect of such Payable pursuant to the applicable Contract or Invoice.

“Termination Date” as defined in Section 2.7.

“Transaction Request” means a message transmitted electronically by Client using the Paymode-X service provided by Bottomline.

PAYMODE-X[®] MASTER AGREEMENT

Effective Date: _____

Bottomline Technologies, Inc. ("Bottomline")
325 Corporate Drive
Portsmouth, NH 03801
Telephone: (603) 436-0700
Fax: (603) 501-4950

Bottomline Representative:
Kathryn Simonds
Senior Director, Licensing and Contracts
Telephone: (603) 501-4814
Fax: (603) 501-4950
ksimonds@bottomline.com

<<Insert Client Information>> ("Client")

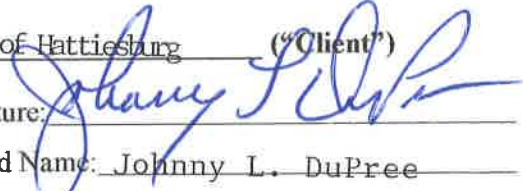
Client's Representative:
Name: _____
Telephone: _____
Fax: _____
Email: _____

This Paymode-X Master Agreement ("**Agreement**") is between Bottomline and Client and relates to the Client's subscription to enroll and use the Paymode-X electronic payment service ("**Paymode-X Electronic Payment Service**"), together with any optional Paymode-X processing services ("**Paymode-X Optional Services**") and the Paymode-X Optional Services and Paymode-X Electronic Payment Services collectively being the "**Paymode-X Services**");

This Agreement comprises this Cover Page, the Paymode-X Terms and Conditions the (the "**Terms**"), and each schedule which describes the Paymode-X Services subscribed to by the Client.

Bottomline Technologies, Inc.

Signature: _____
Printed Name: _____
Title: _____
Date: _____

City of Hattiesburg ("Client")
Signature: 
Printed Name: Johnny L. DuPre
Title: Mayor
Date: 8-16-16

PAYMODE-X TERMS AND CONDITIONS

1. Definitions

Unless otherwise specified or inconsistent with the context, each of the following capitalized terms shall have the meaning set forth in this Section:

- a) **Banking Partner** means the bank that Bottomline chooses to hold Client's funds and process Payments in accordance with Client's Payment Authorizations.
- b) **Confirmation Agreement** means the two-party agreement between Client and the Banking Partner which establishes a limited banking relationship between Client and the Banking Partner necessary for the Banking Partner to process Payments for the Client.
- c) **Effective Date** means the Effective Date set forth on the Cover Page of this Agreement.
- d) **Fee Year** means the 12 month period commencing on the first day of the month following the date the first Payment is made pursuant to a Payment Authorization provided by Client and each 12 month period commencing on each anniversary thereof.
- e) **Membership Administrator** means the individual enrolling the Client in the Paymode-X Network, configuring the Client's Paymode-X Profile, and otherwise overseeing the Client's membership (including adding and deleting users), utilizing a user access account entitled with Membership Administrator entitlements.
- f) **NACHA Rules** means the rules of the National Automated Clearing House Association (including any other clearing house rules applicable to automated clearing house transactions), as amended from time to time.
- g) **Network Fee** means the amount charged by Bottomline to a Vendor and collected from the Payer's Payment to that Vendor.
- h) **Network Member** means any business (including Client) which has enrolled to become a member of the Paymode-X network.
- i) **Operating Rules** shall have the meaning set forth in Section 2a.
- j) **Payer** means a Network Member using Paymode-X to receive invoices and/or make payments to Network Members.
- k) **Payment** means a single payment to a Network Member processed in accordance with a Payment Authorization provided by Client.
- l) **Payment Authorization** means a message transmitted electronically by Client to instruct Bottomline to initiate a Payment from the Client's Transaction Account for payment to a Vendor.
- m) **Paymode-X** means collectively, the Paymode-X Systems, the Paymode-X Web Site, the Paymode-X materials, and the Paymode-X Services.
- n) **Paymode-X Dividends** or **Dividends** shall mean amounts paid by Bottomline to a Payer as described in Section 6(c).
- o) **Paymode-X Systems** means Bottomline's proprietary software and systems available for providing the Paymode-X Services at: (the "Paymode-X Web Site").
- p) **Paymode-X Materials** means: i) all documentation provided by Bottomline, whether in print, electronic or online format, as amended from time to time, regarding the Paymode-X Systems or the Paymode-X Services; and ii) all user identification codes, passwords, digital certificates, other access credentials provided by Bottomline in connection with Paymode-X ("Access Credentials").
- q) **Security Procedure** means, unless otherwise mutually agreed in writing, the security procedure: (i) selected by the Client pursuant to the Operating Rules; and (ii) further described in the User Documentation for verifying the authenticity of a Payment Authorization.

- r) **Subscription Term** shall mean the Initial Subscription Term and all Renewal Terms as described in Section 10.
- s) **Transaction Account** refers to a bank account designated by Client from which the amount needed to fund Client's Payments are transferred to the Settlement Account for subsequent payment to the applicable Vendor's (or return to Client) in accordance with the Confirmation Agreement.
- t) **Transaction Data** means the transactional data entered or loaded to the Paymode-X Web Site by Client for purposes of obtaining the Paymode-X Services.
- u) **Vendor** means a Network Member which has enrolled to receive payments from other Network Members.

2. Incorporation of Operating Rules and Privacy Policy.

- a) This Agreement incorporates, and both parties agree to be bound by, all terms and conditions of the Operating Rules, available at _____ (the "Operating Rules"). Bottomline may amend the Operating Rules at any time by posting a revised version on the Paymode-X Web Site and providing notice to Client as described in Section 11. The revised version will be effective thirty (30) days after Bottomline provides the notice to the Client. If there is any conflict between the terms and conditions of this Agreement and the Operating Rules, this Agreement shall control.
- b) All information collected by Bottomline about, or from Network Members, their representatives, and trading partners shall be proprietary to Bottomline and subject to the Paymode-X Privacy Policy at:

3. License.

- a) Following Client's enrollment, and subject to Client paying the applicable Fees for Paymode-X Optional Services, if any, Client shall have a limited non-exclusive, non-transferable, revocable license to access and use Paymode-X and the Paymode-X Materials to obtain the Paymode-X Services. The Paymode-X Systems may only be accessed and used online at the Paymode-X Web Site, solely for Client's internal business purposes and solely during the Subscription Term.
- b) Paymode-X and all intellectual property rights embodied therein remain the exclusive property of Bottomline and its licensors and may only be used in conjunction with the Paymode-X Services.
- c) Client may not: i) remove or alter any copyright notices or other proprietary legends contained in Paymode-X; ii) disassemble, decompile, or reverse engineer Paymode-X; iii) access or copy Paymode-X in order to build a similar or competitive product or service; iv) make Paymode-X accessible or available to any third party; v) use Paymode-X to operate a service bureau or otherwise provide Paymode-X services, or services similar thereto, to any third party; or vi) use Paymode-X in violation of any law or regulation.

4. Paymode-X Electronic Payment Services.

- a) Client may use the Paymode-X Electronic Payment Service by transmitting Payment Authorizations to Bottomline using the Client's Security Procedure. The purpose of the Security Procedure is to verify the authenticity of the Payment Authorizations. The Paymode-X electronic payment services include:
 - i) Provision of an acknowledgement message for Payment Authorizations which are authenticated using the Client's selected Security Procedure. If the acknowledgement is not provided within the time period specified in the User Documentation, re-transmission of the Payment Authorization may be required.
 - ii) Initiation of ACH credits to the applicable Vendors in accordance with the authenticated Payment Authorizations on the selected settlement date, subject to collected and available funds being on deposit in the Banking Partner's settlement account.
 - iii) Generation of an email notification to the Vendor when the ACH credit to the Vendor's Transaction Account is sent to the ACH system. The email will not contain confidential information, but it will include a link to the Paymode-X Web Site where the user can log in and obtain detailed information.
 - iv) Status and history information and remittance details related to authenticated Payment Authorizations are available to the Client and the applicable Network Members through the Paymode-X Web Site.

- v) Performing other functions related to payments as described in the Paymode-X Materials.
- b) All Payment Authorizations must conform in form and substance to the requirements, including the cut off times, described in the Paymode-X Materials.
- c) Information concerning debits and credits to Client's Transaction Account will be reflected in reports available to Client through the Paymode-X Web Site (the "Paymode-X Records") and in the account statements provided by Client's bank (the "Client Bank Statements"). If there is a discrepancy between the Paymode-X Records and the Client Bank Statements, the Client must provide written notice to Bottomline, with a statement of relevant facts, within thirty (30) days after receipt of the first Client Bank Statement or other notice from Client's bank (including Client's bank electronic notices and banking service web sites) indicating the discrepancy. Client must notify Bottomline promptly by telephone or other electronic means specified by Bottomline for such purpose and confirm such notice in writing.
- d) Client's funds are held by the Banking Partner, not Bottomline, until such time as the funds are transferred to the respective Vendor(s) for payment or returned to the Client pursuant to the Confirmation Agreement.

5. Paymode-X Account Profile.

Client is responsible for keeping all information in Client's account profile accurate and up to date including, proper identification of Client's Transaction Account(s), authorized users and their entitlements, email addresses, and mailing address(es). Client is responsible for maintaining the security of all Access Credentials including systems used to digitally sign or otherwise authenticate Payment Authorizations. Client will promptly notify Bottomline by telephone, confirmed in writing, if the confidentiality of any Access Credentials is compromised.

6. Network Fee, Paymode-X Dividends.

- a) As part of Bottomline's analysis of the Client's spend data, Bottomline will assign a Network Fee rate to each of Client's Vendors. The Network Fee charged to the Vendor will be the amount of the Payment multiplied by the Network Fee rate assigned to the Vendor. The Network Fee will be paid by the Vendor and not by Client.
- b) Client will earn a Paymode-X Dividend equal to thirty percent (30%) of the Network Fee collected by Bottomline on Payments made by Client. Further, if Client's Paymode-X Dividend amount exceeds \$250,000 in any Fee Year, the Dividend earnings rate will be increased to fifty percent (50%) of the Network Fee for all Payments made thereafter. Paymode-X Dividend amounts earned by Client will be paid monthly in arrears net of any Vendor refund or reimbursement.
- c) Client and Bottomline shall mutually agree upon a Network Fee applicable to payments from Payers intending to pay Client via Paymode-X.

7. Onboarding Trading Partners, Client Cooperation.

- a) Client will use best efforts to support and promote the use of the Paymode-X network by:
 - i) Providing a list of Vendors to which Client makes payments (the "Vendor List") and, if applicable, contact information for each of Vendor on the Vendor List;
 - ii) Providing information about its payments to its Vendors, including payment volume, payment frequency, and other information reasonably requested by Bottomline to make Network Fee recommendations and prioritize vendors for on-boarding, including identifying tax payments and other payments on which deduction of a Network Fee would be prohibited by law ("Vendor Payment Information");
 - iii) Participating in periodic meetings with Bottomline to develop and execute an on-boarding plan that maximizes Client Dividends;
 - iv) Supporting the distribution of mutually agreed upon Paymode-X promotional materials to its vendors; and

- v) Working in partnership with Paymode-X's Vendor enrollment team to encourage Vendors' Network Fee acceptance and directing Vendor inquiries regarding Network Fees back to Paymode-X's Vendor enrollment team.
- b) Client will not endorse or promote alternate ACH or similar solutions as an alternative to Paymode-X Services.
- c) Bottomline shall provide the Paymode-X Electronic Payment Services at no cost to the Client, as further described in Section 9, on the express condition that the Client exercises and demonstrates its good faith effort, cooperation and support in enrolling Vendors to the Paymode-X program with acceptance of the Network Fee. Client agrees not to offer, or implement, a competing Vendor enrollment program which in any way directly or indirectly allows or incents Vendors to pay Client at a reduced or discounted rate, on either a temporary or permanent basis ("Early Pay Discount"). If Client directly or indirectly provides, allows or enables any Vendors to receive or benefit from an Early Pay Discount, Client hereby agrees to pay Bottomline a Network Use Fee of 1.50% calculated based on the payments made by client to Vendors, pursuant to the payment terms in Section 9 below, or, in Bottomline's absolute and sole discretion, to terminate the Agreement immediately upon notice to the Client in accordance with the provisions of the first sentence of Section 10(b) below.

8. Client Vendor List, Transaction Data

- a) Bottomline acknowledges that Client's Vendor List and Transaction Data are proprietary in nature and shall be considered confidential information of the Client and shall not be disclosed by Bottomline to any third party. Bottomline will establish and maintain procedures to safeguard the confidentiality of Client's Vendor List and Transaction Data.
- b) The restrictions on use and disclosure described in Section 8(a) shall not apply to any information which: (i) is now or later becomes publicly available through no fault of Bottomline; (ii) is obtained by Bottomline from a third-party entitled to disclose it; (iii) is already in the possession of Bottomline at the time of disclosure; or (iv) is required by law, rule regulation, order, decision, decree or subpoena or other judicial, administrative or legal process to be disclosed. Further, Bottomline may use and disclose the names of businesses identified in the Vendor List as reasonably required to obtain contact information for the business, solicit enrollment in the Paymode-X Network and, if enrolled as a Vendor, configure the Vendor to receive Payments. Bottomline may compile and disclose aggregate system performance metrics and other statistical data from Transaction Data, but only in a manner that does not disclose any of Client's Transaction Data. Client acknowledges that, with respect to certain Vendors, it may be publicly known that a vendor/customer relationship exists between the Vendor and Client. Bottomline may make the identity of any Network Member publicly known even if such disclosure could lead to speculation that a trading relationship exists between certain Network Members.

9. Fees for Optional Services, Payment, Waiver.

- a) Except for Network Fees which are charged to Vendors, and subject to Client's continued and uninterrupted satisfaction of the condition described in Section 7(c) above, there are no fees, including subscription fees, transaction fees or minimums, associated with Client's use of the Paymode-X Electronic Payment Service. Other fees for Paymode-X Optional Services, as elected by the customer, are as set forth in the applicable attachment.
- b) All such fees are exclusive of any excise, sales, VAT, use or other similar taxes required by law, if any. Bottomline will include any such taxes on its invoices to Client. Payment of all invoiced amounts not subject to reasonable dispute is due within thirty (30) days of the receipt of invoice. All payments are to be made in U.S. dollars.
- c) Following the Initial Term, Bottomline may increase fees for Paymode-X Optional Services by providing at least ninety (90) days written notice to Client. Provided however, no such increase may exceed 4% in any year.
- d) If Network Fees are insufficient to cover Bottomline's costs of providing the Paymode-X Services (a "Fee Deficiency"), Bottomline and Client will discuss plans to increase Network Fees (a "Remediation Plan").

If the parties do not agree on a Remediation Plan within forty five (45) days of Bottomline notifying Client of the Fee Deficiency or if within six (6) months the Fee Deficiency is not eliminated, Bottomline may terminate the Subscription Term by providing Client with at least ninety (90) days prior written notice.

10. Subscription Term and Termination.

- a) The Subscription Term commences on the Effective Date and will expire at the end of three (3) years from the Effective Date (the “**Initial Term**”). Thereafter, the Subscription Term shall automatically renew for successive twelve (12) month periods (each a “**Renewal Term**”) on each anniversary of the Effective Date unless either party provides at least ninety (90) days prior written notice of its intent not to renew.
- b) Either party may terminate the Subscription Term for any material default by the other party (excluding default under Section 7(a)) that is not cured within fifteen (15) days of receipt of written notice specifying the default. Following the first year of the initial term, either party may terminate the Subscription Term for convenience by providing at least ninety (90) days prior written notice to the other party.
- c) Termination of the Subscription Term automatically terminates the licenses to access and use Paymode-X and the Paymode-X Materials. Client will immediately discontinue use of and, at Bottomline’s option, return or destroy all Paymode-X Materials.
- d) Termination does not release Client or Bottomline from obligations related to protecting confidential information and all obligations which accrued prior to termination, including Client’s obligation to pay all amounts, if any, attributable to Paymode-X Services performed prior to termination. Amounts outstanding at termination will be immediately due and payable.

11. Notices.

Bottomline may provide Notices to Client by: i) posting the notice on the Paymode-X Web Site; ii) e-mailing it to the e-mail address of each Authorized Signer and Membership Administrator designated in Client’s Paymode-X membership profile, or iii) by mailing it to Client’s postal address designed in its Paymode-X membership profile. Notices to Bottomline must be sent by mail or courier to Bottomline Technologies (de), Inc., Attention: Paymode-X Administration, 325 Corporate Drive, Portsmouth NH 03801. Notices sent by posting on the Paymode-X Web Site shall be deemed received on the earlier of: i) the date Client next access the Paymode-X Web Site, or ii) five (5) business days after it is posted. Notices sent by e-mail will be effective 24 hours after e-mailing unless Bottomline receives notice that the e-mail was not delivered. Notices sent by courier or mail will be effective upon receipt.

12. Indemnification.

- a) Bottomline will defend, indemnify, and hold Client harmless from any claim or demand (including attorney fees) made by any third party alleging Paymode-X infringes any third party’s copyright of a Berne Convention country or patent of the United States of America, and Bottomline will pay all costs and damages finally awarded in any such action.
- b) Bottomline will defend, indemnify, and hold Client harmless from any claim or demand (including attorney fees) made by the Banking Partner as a result of any Unauthorized Payment Instruction provided to the Banking Partner by Bottomline. An Unauthorized Payment Instruction means a payment instruction which is: i) misdirected or unauthorized; ii) an over payment; or iii) a duplicate payment, in each case which fails to conform to a Payment Authorization submitted by Client provided: (i) the payment is not in fact authorized by Client or any employee, officer, or agent of Client **and** (ii) the payment was **not** the subject to an unauthorized Payment Authorization made in the following circumstances, which the Client and Bottomline agree are circumstances that the Client can best control and for which the Client bears the risk:
 - i) The unauthorized Payment Authorization was: (1) made, directly or indirectly, by a person entrusted by the Client at any time with duties to act for the Client with respect to Payment Authorizations or who obtained access to the Client’s Payment Authorization transmitting facilities; or (2) authenticated as having been signed using an unrevoked digital certificate assigned to the Client.

- ii) The unauthorized Payment Authorization was made, directly or indirectly, by a person who obtained, from a source controlled by the Client, information that facilitated the security breach (information includes any access device, computer software or hardware security device).
- c) Bottomline's obligation under Section 12a and 12b is subject to (i) prompt notice from Client of any such claim or action, (ii) Client not having made any admission of liability or agreed to any settlement or compromise, (iii) Client providing to Bottomline, in a prompt and timely manner, the documents, information and assistance Bottomline reasonably request, (iv) Bottomline having sole control of defending such claim or action, and (v) Client's use of Paymode-X is in accordance with this Agreement, including the Operating Rules, and the User Documentation.
- d) With respect to Section 12a: i) Bottomline will have no liability for any combination of Paymode-X with other software or materials not provided by Bottomline; and ii) Bottomline's indemnity obligations under this Section are Bottomline's entire obligation, and Client's exclusive remedy, with respect to any infringement claim in connection with Client's use of Paymode-X.

13. Limitation of Liability.

- a) Bottomline will be liable only for actual direct damages incurred by Client as a direct result of the gross negligence, willful misconduct, or failure to exercise reasonable care in the provision of Paymode-X by Bottomline and its providers. In no event will Bottomline be liable for: i) any indirect, consequential or punitive loss, damage, or expense, including any loss of business profits, revenue, or goodwill, ii) loss or corruption of data, even if advised of the possibility of such loss or damage.
- b) Bottomline will not be liable for, and will be excused from providing Paymode-X in the event of, any failure or delay caused by: i) circumstances beyond Bottomline's control, including any natural disaster, emergency conditions (such as war, riot, fire, theft or labor dispute), legal constraint or governmental action or inaction, breakdown or failure of equipment, ii) any Network Member's act, omission, negligence or fault; or iii) Bottomline having reasonable belief that performing would violate any law, rule or regulation.

14. Client Representation and Warranties.

Client represents and warrants that:

- a) Entering into, and performing in accordance with this Agreement, and Client's use of Paymode-X and Client's authorization to Bottomline to perform the Paymode-X Services including, but not limited, to executing credit and debit transactions to the Client's Transaction Account have been duly authorized and does not contravene any law, regulation or governmental rule.
- b) All information provided by Client is true, complete and not misleading. Client will promptly notify Bottomline if any information submitted in its enrollment application changes.
- c) Client's Membership Administrator and each of its representatives for which user access accounts are configured are authorized to utilize all entitled privileges including, as applicable, initiating Payment Authorizations, authorizing credits and debits to the Transaction Accounts, and Client's Membership Administrator is authorized to configure Transaction Accounts and configure other user access accounts and entitle those accounts with privileges up to and including Membership Administrator privileges.

15. Bottomline Warranties

Bottomline represents and warrants to Client that:

- a) Entering into, and performing in accordance with, this Agreement has been duly authorized and does not contravene any law, regulation or governmental rule.
- b) It will provide Paymode-X in accordance with the applicable user documentation. If Client notifies Bottomline of a material failure of Paymode-X to perform to the foregoing warranty, as Client's exclusive remedy, Bottomline will use reasonable efforts to resolve the failure in accordance with its then current customer support policies.
- c) **EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION, BOTTOMLINE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED**

WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. BOTTOMLINE DOES NOT WARRANT THAT PAYMODE-X, THE PAYMODE-X SERVICES, OR ACCESS TO THE PAYMODE-X WEBSITE WILL BE UNINTERRUPTED OR OPERATE ERROR-FREE.

16. Protection of Vendor Privacy, Protection of Paymode-X Systems.

- a) Client acknowledges that Bottomline has an obligation to protect the privacy of Paymode-X Network Members. Client agrees to keep all information that Client receives about other Network Members, including Network Fee information, confidential and to use such information only in connection with proper use of Paymode-X. Client may not disclose information about other Network Members, or identify Network Members other than Client's trading partners, to any third party.
- b) Client acknowledges that Paymode-X Systems and Materials, including Network Member lists, are confidential trade secrets of Bottomline. Client agrees to: (i) safeguard access to and use of the Paymode-X Systems and Materials at all times; (ii) establish and maintain procedures to maintain the confidentiality of the Paymode-X Systems and Materials including all user identification codes and security codes; (iii) access and use the Paymode-X Systems and Materials only for the purposes for which Bottomline provides them; and (iv) promptly notify Bottomline by telephone, confirmed in writing, if any Materials are lost or their confidentiality is compromised.

17. Transaction Data Back Up.

Client is responsible for retaining a back up copy of all Transaction Data that it provides Bottomline. In the event of loss or corruption of Transaction Data by Bottomline, Bottomline shall give prompt notice of such to Client. Bottomline shall, at its sole expense, regenerate lost or corrupted Transaction Data from back up files maintained by Bottomline or copies of back up data maintained by Client. Bottomline's sole liability for lost, destroyed, corrupted, or damaged data is limited to accurately and timely restoring such data and making the Paymode-X Web Site accessible to Client.

18. Miscellaneous.

- a) This Agreement is binding upon each party's successors and permitted assigns. Client may not assign, transfer, or sublicense any of its rights or obligations under this Agreement without Bottomline's prior written consent. Bottomline may assign this Agreement by providing Client with notice of the Assignment.
- b) Nothing contained in this Agreement creates any agency, fiduciary, joint venture or partnership relationship between Bottomline and Client. This Agreement is for the benefit of Bottomline and Client only. For purposes of this Agreement, Client shall be interpreted to include Affiliate(s) of Client who Client permits to access and use Paymode-X and/or the Paymode-X Services. Client agrees to provide Bottomline notice of any such Affiliate(s). As used in this Agreement, Affiliate shall mean any entity controlled by, under common control with or controlling such party, with "control" meaning an ownership interest of greater than fifty percent (50%). Client shall be liable for the acts or omissions of Client's Affiliates as if they were the acts or omissions of Client. No other person has any right under this Agreement against either party.
- c) This Agreement governs Client's use of the Paymode-X Services and supersedes all prior agreements of any nature, whether oral or written, between Client and Bottomline related to the Paymode-X Services. Client's use of Paymode-X as a Vendor to receive payments, if any, is subject to the Terms of Use (as defined in the Operating Rules).
- d) Client agrees that Bottomline may refer to Client as a Bottomline customer in its press releases and marketing materials. Bottomline may, with approval from Client, (i) identify Client in white papers Bottomline publishes about the Paymode-X service, (ii) publish the results of any case studies involving Client's use of Paymode-X, and (iii) include Client provided testimonials about Paymode-X in its marketing materials and press releases.
- e) Bottomline shall not be responsible or liable for any illegal or unauthorized access to or release of any end user data from any end user's device (such as but not limited to cell phones, tablets, and PC's) whatsoever, including, but not limited to, any access or release arising from the accessing of an end user's login

credentials and/or login to an end user's account(s) by malware, viruses, or worms for malicious or criminal activities including, but not limited to, fraudulent payments or fraudulent funds transfer.

- f) While this Agreement remains in effect and for one (1) year following the termination of the Agreement, neither party shall directly or indirectly recruit, solicit or hire any employee of the other party, or induce or attempt to induce any employee of a party hereto to terminate his/her employment with the other party; provided that either party shall be permitted to hire any employee of the other party who responds to a general employment advertisement or solicitation.
- g) This Agreement is governed by the laws of New York, without reference to its conflict of law principles. The United Nations Convention on Contracts for the International Sales of Goods will not apply to Paymode-X or this Agreement. Any dispute regarding this Agreement or Paymode-X will be resolved by binding arbitration conducted in accordance with the United States Arbitration Act under the Commercial Arbitration Rules of the American Arbitration Association and conducted in Boston, MA. Judgment upon the award made by the arbitrator may be entered in any court having jurisdiction.
- h) If any provision of this Agreement is invalid, unlawful, or unenforceable, the remainder of this Agreement, is not impaired or otherwise affected and continues to be valid and enforceable to the fullest extent permitted by law. No delay or failure to exercise any right or remedy under this Agreement is deemed to be a waiver thereof. No waiver of any breach or default is a waiver of any other breach or default. Any waiver must be in writing.



City of Hattiesburg, MS

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

Master

File Number: 2016-2876

File ID: 2016-2876

Type: Regular Agenda Item

Status: Approved

Version: 2

Reference:

In Control: City Council

File Created: 08/10/2016

Brief Title: Approve and authorize Mayor to execute agreement between the City of Hattiesburg and Tatum & Associates Environmental Consulting, LLC, for consulting services for various infrastructure projects.

Final Action: 08/16/2016

Minute Book Number: MB2016-210

Title:

Approve and authorize Mayor to execute agreement between the City of Hattiesburg and Tatum & Associates Environmental Consulting, LLC, for consulting services for various infrastructure projects.

Notes: Amendment per Lamar per conversation in Council office 8-12-16 (DKB).

Sponsors:

Enactment Date:

Attachments: T&A Contract Agreement With City of Hburg 8-9-2016, Revised Tatum Contract, 8-16-16, executed Revised Tatum Contract, 8-16-16

Enactment Number:

Contact:

Meeting Date: 08/16/2016

Drafter: Marie Harris

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council - Amendments to the Agenda	08/15/2016					
1	City Council	08/16/2016	Approve and Authorize				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Approve and authorize Mayor to execute agreement between the City of Hattiesburg and Tatum & Associates Environmental Consulting, LLC, for consulting services for various infrastructure projects.

Council Vice President Dryden asked if the contract was corrected; the Clerk of Council verified that it was.

Following discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2016-2876

Title

Approve and authorize Mayor to execute agreement between the City of Hattiesburg and Tatum & Associates Environmental Consulting, LLC, for consulting services for various infrastructure projects.

Summary

Approve and authorize Mayor to execute agreement between the City of Hattiesburg and Tatum & Associates Environmental Consulting, LLC, for consulting services for various infrastructure projects.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



AGREEMENT FOR CONTRACTING SERVICES

BY AND BETWEEN

THE CITY OF HATTIESBURG, MISSISSIPPI

AND

TATUM & ASSOCIATES,
ENVIRONMENTAL CONSULTING, LLC

This **AGREEMENT**, made this 1st day of **September 2016**, by and between **The City of Hattiesburg, Mississippi**, after this called "**OWNER**", and **Tatum & Associates Environmental Consulting, LLC**, having its principal place of business at 1350 Phillips Road, Jackson, Mississippi, and mailing address of Post Office Box 10796, Jackson, Mississippi 39289-0796, after this called the "**CONTRACTOR**".

I. DESCRIPTION OF SERVICES

OWNER intends to engage the **CONTRACTOR** to provide professional contracting and consulting services. These services will be provided by **CONTRACTOR** upon receipt of executed individual task orders from the **OWNER**, which will contain specific project scopes, project requirements, and schedules for the work. The general scopes of work are attached, as well as other related and pertinent documents related to the project.

II. ADDITIONAL SERVICES

CONTRACTOR will provide services in accordance with the "General Terms and Conditions" attached to (**EXHIBIT A**) and made a part of this **AGREEMENT**. The **OWNER** will pay **CONTRACTOR** for any additional services. For services of independent associates and consultants employed by **CONTRACTOR**, **OWNER** will pay **CONTRACTOR** the amount billed to **CONTRACTOR**. Performance of Additional Services and employment of independent professional associates and consultants by **CONTRACTOR** will require prior written authorization from **OWNER**. **CONTRACTOR** will submit monthly statements for services rendered.

III. PAYMENT FOR SERVICES

OWNER will pay **CONTRACTOR** an hourly (not-to-exceed \$35,000) fee. For amendments, refer to exhibit A #8. The fee will include Direct Labor Costs, plus Reimbursable Expenses. Subconsultant expenses and independent professional associate expenses will be billed to **OWNER** at actual cost to **CONTRACTOR**. Other reimbursable expenses will be billed to **OWNER** at the **SUBCONTRACTOR**'s actual cost.

Direct Labor Costs used as basis of payment shall mean salaries and wages (basic and incentive) paid to all **CONTRACTOR**'s personnel engaged directly on the Project including, but not limited to, Contractors and all other professional, and administrative classified personnel; but does not include indirect payroll related costs or fringe benefits.

Both **OWNER** and **CONTRACTOR** recognize that certain occasions may arise for which the methods of payment to **CONTRACTOR** set forth in this **AGREEMENT** may not be appropriate or fair to either or both parties. On these occasions, the methods of payment will be negotiated separately and terms agreed to will be stated on the individual task orders which will supersede the methods of payment specified in the **AGREEMENT**.



IV. **TIME SCHEDULE**

This AGREEMENT shall remain in effect for one year from the date of the contract being executed by both parties and will be automatically renewed annually or will terminate when: 1) a new contract is executed or 2) the OWNER shall determine that termination is in its best interest in accordance with Exhibit A.

V. **CHANGES TO AGREEMENT**

This AGREEMENT, along with documentation consisting of pages representing the complete AGREEMENT between OWNER and CONTRACTOR and may only be amended, supplemented, modified or canceled by a duly executed written instrument.

VI. **ACCEPTANCE**

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the day and year first above written.

The City of Hattiesburg, Mississippi

Tatum & Associates Environmental
Consulting, LLC

Johnny Dupree, PhD
Mayor

Gloria Tatum, CEO/PRESIDENT



EXHIBIT A

CONTRACTOR'S GENERAL TERMS AND CONDITIONS

1. **Relationship between Contractor and Owner.** Contractor shall serve as Owner's professional contracting consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services, and it is understood that the parties have not entered into any joint venture or partnership with the other. The Contractor shall not be considered to be the agent of the Owner.
2. **Responsibility of the Contractor.** Contractor will strive to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Owner and any other party concerning the Project, the Contractor shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures, of other Contractors or Subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Contractor be responsible for the acts or omissions of any Subcontractors, or for the failure of any Subcontractors or consultant not under contract to the Contractor, to carry out respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

Owner shall determine the amounts owing to the Contractor and recommend in writing payments to the Contractor in such amounts. By recommending any payment, the Owner will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the Contractor's work.

3. **Responsibility of the Owner.** Owner shall provide all criteria and full information as to requirements for the Project, including budgetary limitations.

Owner shall give prompt written notice to the Contractor whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of Contractor's services, or any defect or nonconformance in the work of the Contractor.

Owner shall examine all documents presented by Contractor, obtain advice of an attorney or other consultant as Owner deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Contractor.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Contractor in connection with any or all of the services furnished hereunder shall be the property of Owner. Contractor shall have the right to retain copies of all documents and drawings for its files.
6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Contractor pursuant to this Agreement, are intended for use on the Project only. Contractor agrees they should not be used by Owner or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by Contractor, shall be at Owner's sole risk, and Owner shall indemnify and hold harmless Contractor from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.



7. **Opinions of Cost.** Since the Contractor has no control over the cost of labor, materials, equipment or services furnished by the Contractor, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Contractor cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions or estimates of costs.
8. **Changes.** Owner reserves the right by written change order or amendment to make changes in requirements, amount of work, or Contracting time schedule adjustments; and Contractor and Owner shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.
9. **Delays.** If the Contractor's services are delayed by the Owner, or for other reasons beyond the Contractor's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.
10. **Subcontracts.** Contractor may subcontract portions of the services, but each Contractor must be approved by Owner in writing.
11. **Suspension of Services.** Owner may, at any time, by written order to Contractor, require Contractor to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Owner, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Contractor will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Owner will reimburse Contractor for the costs of such suspension and remobilization.
12. **Termination.** This Agreement may be terminated 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. This Agreement may be terminated by Owner, under the same terms, whenever Owner shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Contractor either before or after the termination date shall be reimbursed by Owner.
13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
14. **Indemnification.** Contractor shall indemnify and hold harmless Owner from Owner's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Contractor.

Owner shall indemnify and hold harmless Contractor from Contractor's loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage to the extent caused by the sole negligent act, error or omission of Owner.

In the event of joint or concurrent negligence of Contractor and Owner, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage.

Owner shall not be liable to the Contractor, and the Contractor shall not be liable to the Owner, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Owner or the Contractor or their employees, agents or Owners, by reason of services rendered under this Agreement.



15. **Legal Proceedings.** In the event Contractor's employees are at any time required by Owner to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Contractor is not a party to such proceeding, Owner will compensate Contractor for its services and reimburse Contractor for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Owner engages Contractor to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
17. **Insurance.** Within the context of prudent business practices, Contractor shall endeavor to maintain workmen's compensation in an amount as required by state law; comprehensive general liability with limits of at least \$500,000/\$1,000,000; and automotive liability insurance. Owner recognizes that insurance market is erratic and Contractor cannot guarantee to maintain the coverage's identified above.
20. **Payment.** Contractor shall submit monthly statements to Owner. Payment in full shall be due upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the Owner agrees to pay interest on the unpaid balance at the rate of one percent per month. Payment for Contractor's services is not contingent on any factor except Contractor's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. If Contractor brings any action at law or in equity to enforce or interpret the terms of this Agreement, or if Contractor must either prosecute or defend any action related to the subject matter of the Agreement, and prevails in such action, then Contractor shall be entitled to reasonable attorney's fees, expenses and costs, including expert witness fees, if applicable.
21. **Force Majeure.** Neither Owner nor Contractor shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
22. **Compliance with Laws.** To the extent they apply to its employees or its services, the Contractor shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
23. **Separate Provisions.** If, any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
24. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Contractor.
25. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
26. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Owner and Contractor hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.



EXHIBIT B

SCOPE OF WORK

Tasks to be performed by the Contractor will include the following:

TASK 1. Internal Meeting Participation

- A. Attend all-initiated meetings to facilitate internal communicate (i.e., relay feedback from the public, receive direction and/or task assignments) and to ensure coordination with on-going activities
- B. Participate in Owner and all other initiated meetings or phone calls as needed

TASK 2. Develop a schedule for public involvement activities

TASK 3. Develop Stakeholder Database

- A. Research existing materials
- B. Identify entities and update a stakeholder database expected to consist of the following key stakeholders
 - i. Planning/economic development organizations
 - ii. State, local and federal government officials
 - iii. Industry leaders
 - iv. Civic groups
 - v. Non-profit organizations
 - vi. Educational institutions
 - vii. Home-owners' associations or other identified groups
 - viii. Any disadvantaged and/or underserved individuals/communities
 - ix. Individual land/home owners
- C. Develop method of communication with key stakeholders

TASK 4. Develop Messaging

- A. Develop internal talking points
- B. Develop educational fact sheet(s) and graphics (such as maps and infographics) for dissemination



TASK 5: Engagement tasks will include the following and may be amended on an as-needed basis

- A. Working with Contractor and Owner, manage logistics of various meetings
 - i. Schedule date/time
 - ii. Determine location
 - iii. Print and disseminate informational materials
 - a. Posters
 - b. Fact sheets
 - c. Brochures/pamphlets
 - d. Comment sheets
 - e. Sign in sheets
 - iv. Provide meeting refreshments
 - v. Prepare and disseminate invitation to key stakeholders
 - vi. Hire stenographer (if needed)
 - vii. Rent equipment or facility
 - viii. Provide appropriate notification to general public
 - a. Media
 - b. Social media
 - c. Web site
 - d. Other as determined necessary
- B. Advise Contractor if focus group meeting(s)/availability session(s) are needed
- C. Assist with presentation of the project before the City of Hattiesburg elected officials and Forrest County Board of Supervisors
- D. Coordinate with the City of Hattiesburg's media relations team
- E. Facilitate sessions, capture comments/questions and provide information gathered from the public/stakeholders to the Contractor for review/comment
- F. Demonstrate consideration of comments received by developing responses
 - i. Post information/feedback on internet
 - ii. Provide information/feedback via social media if appropriate
 - iii. Provide information/feedback to media if appropriate
 - iv. Provide information/feedback to Contractor for documentation of responses

TASK 6. Attend meeting(s), public hearing and any special events (i.e. with media)



EXHIBIT C

PUBLIC & COMMUNITY ENGAGEMENT PLAN

A. Public relations

1. Develop talking points and messaging strategy
2. Compose website content and perform routine website maintenance
3. Develop content for literature, public service announcements, and press releases
4. News media prep and publicity push
5. Attend public hearings & special events
6. Serve as point of contact for third party public relations groups
7. Create public blog accounts to reinforce search engine dominance
8. Populate public blog accounts with strategic content and leads back to the main project website.

B. Social Media Management

1. Establish social media accounts and presence on the following platforms:
 - Instagram
 - Facebook
 - YouTube
 - Twitter
2. Setup and compose project & feedback updates
3. Message scheduling and planning
4. Set up and manage paid, targeted messaging campaigns
5. Develop message push strategies
6. Social media engagement tracking, analysis, and reporting
7. Emergency social media damage control

C. Community Engagement

1. Logistical management of community meetings
2. Scheduling
3. Meeting facility location and procurement
4. Implement key marketing services to promote meeting awareness
5. Develop content for informational and promotional materials to be distributed during meetings
6. Equipment Rental
7. Manage and procure food, beverage, and entertainment (if applicable)
8. Stakeholder invitation distribution
9. Coordination of third party news media & public relations teams during meetings or events
10. Project presentation as needed
11. Facilitate focus group meetings



D. Marketing & Media Production

1. Website Development

- a. Database driven content management system setup and integration
- b. Responsive coding and design philosophy
- c. Strategic imagery and design
- d. Search Engine Optimization (SEO)
- e. Targeted external search engine optimization (SEO)

2. Print Design

- f. Graphic design for marketing & outreach collateral
- g. Large format, standard, and non-standard signage
- h. Print brokering and procurement (if needed)
- i. Artistic direction

3. Audio/Video Production

- a. Indoor and outdoor videography
- b. Interviews & Documentary
- c. Lighting and sound setup
- d. Post production for television, YouTube, digital, and hard copy media
- e. Design & Special effects
- f. Radio production & editing
- g. On-location & studio recording

4. Planning, Presentation & Strategy

- a. Marketing campaign planning
- b. Creative direction
- c. PowerPoint presentation design



EXHIBIT D

FEE/RATE SCHEDULE

WEBSITE DEVELOPMENT - (ONE-TIME PAYMENT) \$5,850.00

Public Involvement Director	\$150.00
Senior Environmental Justice Coordinator	\$150.00
Graphic Artist	\$150.00
Community Involvement Coordinator	\$150.00
Community Engagement	\$125.00
Technical Writer	\$150.00
Web content development	\$150.00
Media Coordinator	\$175.00
Public Affairs Director	\$175.00
Environmental Justice Director	\$175.00
Event Planner	\$175.00
Meeting Facilitator	\$200.00
Public Relations	\$95.00
Social Media Management	\$75.00
Marketing & Media Production	\$125.00

FREQUENCY OF BILLING

- Tatum & Associates Environmental Consulting, LLC, will provide invoices on a monthly basis to the Owner
- Included separately with invoicing will be a time sheet and documentation of direct-cost expenses
- Sub subcontractor's time sheets and invoices will be available upon request





AGREEMENT FOR CONTRACTING SERVICES

BY AND BETWEEN

THE CITY OF HATTIESBURG, MISSISSIPPI

AND

**TATUM & ASSOCIATES,
ENVIRONMENTAL CONSULTING, LLC**

This **AGREEMENT**, effective the 1st day of **September 2016**, by and between **The City of Hattiesburg, Mississippi**, after this called "**OWNER**", and **Tatum & Associates Environmental Consulting, LLC**, having its principal place of business at 1350 Phillips Road, Jackson, Mississippi, and mailing address of Post Office Box 10796, Jackson, Mississippi 39289-0796, after this called the "**CONTRACTOR**".

I. DESCRIPTION OF SERVICES

OWNER intends to engage the **CONTRACTOR** to provide professional contracting and consulting services. These services will be provided by **CONTRACTOR** upon receipt of executed individual task orders from the **OWNER**, which will contain specific project scopes, project requirements, and schedules for the work. The general scopes of work are attached, as well as other related and pertinent documents related to the project.

II. ADDITIONAL SERVICES

CONTRACTOR will provide services in accordance with the "General Terms and Conditions" attached to (**EXHIBIT A**) and made a part of this **AGREEMENT**. The **OWNER** will pay **CONTRACTOR** for any additional services. For services of independent associates and consultants employed by **CONTRACTOR**, **OWNER** will pay **CONTRACTOR** the amount billed to **CONTRACTOR**. Performance of Additional Services and employment of independent professional associates and consultants by **CONTRACTOR** will require prior written authorization from **OWNER**. **CONTRACTOR** will submit monthly statements for services rendered.

III. PAYMENT FOR SERVICES

OWNER will pay **CONTRACTOR** an hourly rate per the fee/rate schedule on Exhibit D (total hourly fees not-to-exceed \$35,000 per year). For amendments, refer to exhibit A #8. The fee will include Direct Labor Costs, plus Reimbursable Expenses. Subconsultant expenses and independent professional associate expenses will be billed to **OWNER** at actual cost to **CONTRACTOR**. Other reimbursable expenses will be billed to **OWNER** at the **SUBCONTRACTOR**'s actual cost.

Direct Labor Costs used as basis of payment shall mean salaries and wages (basic and incentive) paid to all **CONTRACTOR**'s personnel engaged directly on the Project including, but not limited to, Contractors and all other professional, and administrative classified personnel; but does not include indirect payroll related costs or fringe benefits.

Both **OWNER** and **CONTRACTOR** recognize that certain occasions may arise for which the methods of payment to **CONTRACTOR** set forth in this **AGREEMENT** may not be appropriate or fair to either or both parties. On these occasions, the methods of payment will be negotiated separately and terms agreed to will be stated on the individual task orders which will supersede the methods of payment specified in the **AGREEMENT**.



IV. **TIME SCHEDULE**

This AGREEMENT shall remain in effect for one year from the date of the contract being executed by both parties and will be automatically renewed annually or will terminate when: 1) a new contract is executed or 2) the OWNER shall determine that termination is in its best interest in accordance with Exhibit A.

V. **CHANGES TO AGREEMENT**

This AGREEMENT, along with documentation consisting of pages representing the complete AGREEMENT between OWNER and CONTRACTOR and may only be amended, supplemented, modified or canceled by a duly executed written instrument.

VI. **ACCEPTANCE**

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the 16th day of August, A.D., 2016.

The City of Hattiesburg, Mississippi

Tatum & Associates Environmental Consulting, LLC

Johnny Dupree, PhD
Mayor

Gloria Tatum
CEO/PRESIDENT



EXHIBIT A

CONTRACTOR'S GENERAL TERMS AND CONDITIONS

1. **Relationship between Contractor and Owner.** Contractor shall serve as Owner's professional contracting consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services, and it is understood that the parties have not entered into any joint venture or partnership with the other. The Contractor shall not be considered to be the agent of the Owner.
2. **Responsibility of the Contractor.** Contractor will strive to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Owner and any other party concerning the Project, the Contractor shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures, of other Contractors or Subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Contractor be responsible for the acts or omissions of any Subcontractors, or for the failure of any Subcontractors or consultant not under contract to the Contractor, to carry out respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

Owner shall determine the amounts owing to the Contractor and recommend in writing payments to the Contractor in such amounts. By recommending any payment, the Owner will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the Contractor's work.

3. **Responsibility of the Owner.** Owner shall provide all criteria and full information as to requirements for the Project, including budgetary limitations.

Owner shall give prompt written notice to the Contractor whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of Contractor's services, or any defect or nonconformance in the work of the Contractor.

Owner shall examine all documents presented by Contractor, obtain advice of an attorney or other consultant as Owner deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Contractor.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Contractor in connection with any or all of the services furnished hereunder shall be the property of Owner. Contractor shall have the right to retain copies of all documents and drawings for its files.
6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Contractor pursuant to this Agreement, are intended for use on the Project only. Contractor agrees they should not be used by Owner or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by Contractor, shall be at Owner's sole risk, and Owner shall indemnify and hold harmless Contractor from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.



7. **Opinions of Cost.** Since the Contractor has no control over the cost of labor, materials, equipment or services furnished by the Contractor, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Contractor cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions or estimates of costs.
8. **Changes.** Owner reserves the right by written change order or amendment to make changes in requirements, amount of work, or Contracting time schedule adjustments; and Contractor and Owner shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.
9. **Delays.** If the Contractor's services are delayed by the Owner, or for other reasons beyond the Contractor's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.
10. **Subcontracts.** Contractor may subcontract portions of the services, but each Contractor must be approved by Owner in writing.
11. **Suspension of Services.** Owner may, at any time, by written order to Contractor, require Contractor to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Owner, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Contractor will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Owner will reimburse Contractor for the costs of such suspension and remobilization.
12. **Termination.** This Agreement may be terminated 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. This Agreement may be terminated by Owner, under the same terms, whenever Owner shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Contractor either before or after the termination date shall be reimbursed by Owner.
13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
14. **Indemnification.** Contractor shall indemnify and hold harmless Owner from Owner's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Contractor.

Owner shall indemnify and hold harmless Contractor from Contractor's loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage to the extent caused by the sole negligent act, error or omission of Owner.

In the event of joint or concurrent negligence of Contractor and Owner, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage.

Owner shall not be liable to the Contractor, and the Contractor shall not be liable to the Owner, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Owner or the Contractor or their employees, agents or Owners, by reason of services rendered under this Agreement.



15. **Legal Proceedings.** In the event Contractor's employees are at any time required by Owner to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Contractor is not a party to such proceeding, Owner will compensate Contractor for its services and reimburse Contractor for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Owner engages Contractor to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
17. **Insurance.** Within the context of prudent business practices, Contractor shall endeavor to maintain workmen's compensation in an amount as required by state law; comprehensive general liability with limits of at least \$500,000/\$1,000,000; and automotive liability insurance. Owner recognizes that insurance market is erratic and Contractor cannot guarantee to maintain the coverage's identified above.
20. **Payment.** Contractor shall submit monthly statements to Owner. Payment in full shall be due upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the Owner agrees to pay interest on the unpaid balance at the rate of one percent per month. Payment for Contractor's services is not contingent on any factor except Contractor's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. If Contractor brings any action at law or in equity to enforce or interpret the terms of this Agreement, or if Contractor must either prosecute or defend any action related to the subject matter of the Agreement, and prevails in such action, then Contractor shall be entitled to reasonable attorney's fees, expenses and costs, including expert witness fees, if applicable.
21. **Force Majeure.** Neither Owner nor Contractor shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
22. **Compliance with Laws.** To the extent they apply to its employees or its services, the Contractor shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
23. **Separate Provisions.** If, any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
24. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Contractor.
25. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
26. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Owner and Contractor hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.



EXHIBIT B

SCOPE OF WORK

Tasks to be performed by the Contractor will include the following:

TASK 1. Internal Meeting Participation

- A. Attend all-initiated meetings to facilitate internal communicate (i.e., relay feedback from the public, receive direction and/or task assignments) and to ensure coordination with on-going activities
- B. Participate in Owner and all other initiated meetings or phone calls as needed

TASK 2. Develop a schedule for public involvement activities

TASK 3. Develop Stakeholder Database

- A. Research existing materials
- B. Identify entities and update a stakeholder database expected to consist of the following key stakeholders
 - i. Planning/economic development organizations
 - ii. State, local and federal government officials
 - iii. Industry leaders
 - iv. Civic groups
 - v. Non-profit organizations
 - vi. Educational institutions
 - vii. Home-owners' associations or other identified groups
 - viii. Any disadvantaged and/or underserved individuals/communities
 - ix. Individual land/home owners
- C. Develop method of communication with key stakeholders

TASK 4. Develop Messaging

- A. Develop internal talking points
- B. Develop educational fact sheet(s) and graphics (such as maps and infographics) for dissemination



TASK 5: Engagement tasks will include the following and may be amended on an as-needed basis

- A. Working with Contractor and Owner, manage logistics of various meetings
 - i. Schedule date/time
 - ii. Determine location
 - iii. Print and disseminate informational materials
 - a. Posters
 - b. Fact sheets
 - c. Brochures/pamphlets
 - d. Comment sheets
 - e. Sign in sheets
 - iv. Provide meeting refreshments
 - v. Prepare and disseminate invitation to key stakeholders
 - vi. Hire stenographer (if needed)
 - vii. Rent equipment or facility
 - viii. Provide appropriate notification to general public
 - a. Media
 - b. Social media
 - c. Web site
 - d. Other as determined necessary
- B. Advise Contractor if focus group meeting(s)/availability session(s) are needed
- C. Assist with presentation of the project before the City of Hattiesburg elected officials and Forrest County Board of Supervisors
- D. Coordinate with the City of Hattiesburg's media relations team
- E. Facilitate sessions, capture comments/questions and provide information gathered from the public/stakeholders to the Contractor for review/comment
- F. Demonstrate consideration of comments received by developing responses
 - i. Post information/feedback on internet
 - ii. Provide information/feedback via social media if appropriate
 - iii. Provide information/feedback to media if appropriate
 - iv. Provide information/feedback to Contractor for documentation of responses

TASK 6. Attend meeting(s), public hearing and any special events (i.e. with media)



EXHIBIT C

PUBLIC & COMMUNITY ENGAGEMENT PLAN

A. Public relations

1. Develop talking points and messaging strategy
2. Compose website content and perform routine website maintenance
3. Develop content for literature, public service announcements, and press releases
4. News media prep and publicity push
5. Attend public hearings & special events
6. Serve as point of contact for third party public relations groups
7. Create public blog accounts to reinforce search engine dominance
8. Populate public blog accounts with strategic content and leads back to the main project website.

B. Social Media Management

1. Establish social media accounts and presence on the following platforms:
 - Instagram
 - Facebook
 - YouTube
 - Twitter
2. Setup and compose project & feedback updates
3. Message scheduling and planning
4. Set up and manage paid, targeted messaging campaigns
5. Develop message push strategies
6. Social media engagement tracking, analysis, and reporting
7. Emergency social media damage control

C. Community Engagement

1. Logistical management of community meetings
2. Scheduling
3. Meeting facility location and procurement
4. Implement key marketing services to promote meeting awareness
5. Develop content for informational and promotional materials to be distributed during meetings
6. Equipment Rental
7. Manage and procure food, beverage, and entertainment (if applicable)
8. Stakeholder invitation distribution
9. Coordination of third party news media & public relations teams during meetings or events
10. Project presentation as needed
11. Facilitate focus group meetings



D. Marketing & Media Production

1. Website Development

- a. Database driven content management system setup and integration
- b. Responsive coding and design philosophy
- c. Strategic imagery and design
- d. Search Engine Optimization (SEO)
- e. Targeted external search engine optimization (SEO)

2. Print Design

- f. Graphic design for marketing & outreach collateral
- g. Large format, standard, and non-standard signage
- h. Print brokering and procurement (if needed)
- i. Artistic direction

3. Audio/Video Production

- a. Indoor and outdoor videography
- b. Interviews & Documentary
- c. Lighting and sound setup
- d. Post production for television, YouTube, digital, and hard copy media
- e. Design & Special effects
- f. Radio production & editing
- g. On-location & studio recording

4. Planning, Presentation & Strategy

- a. Marketing campaign planning
- b. Creative direction
- c. PowerPoint presentation design



EXHIBIT D

FEE/RATE SCHEDULE

WEBSITE DEVELOPMENT - (ONE-TIME PAYMENT)

\$5,850.00

Public Involvement Director	\$150.00
Senior Environmental Justice Coordinator	\$150.00
Graphic Artist	\$150.00
Community Involvement Coordinator	\$150.00
Community Engagement	\$125.00
Technical Writer	\$150.00
Web content development	\$150.00
Media Coordinator	\$175.00
Public Affairs Director	\$175.00
Environmental Justice Director	\$175.00
Event Planner	\$175.00
Meeting Facilitator	\$200.00
Public Relations	\$95.00
Social Media Management	\$75.00
Marketing & Media Production	\$125.00

FREQUENCY OF BILLING

- Tatum & Associates Environmental Consulting, LLC, will provide invoices on a monthly basis to the Owner
- Included separately with invoicing will be a time sheet and documentation of direct-cost expenses
- Sub subcontractor's time sheets and invoices will be available upon request





AGREEMENT FOR CONTRACTING SERVICES

BY AND BETWEEN

THE CITY OF HATTIESBURG, MISSISSIPPI

AND

TATUM & ASSOCIATES,
ENVIRONMENTAL CONSULTING, LLC

This **AGREEMENT**, effective the **1st** day of **September 2016**, by and between **The City of Hattiesburg, Mississippi**, after this called "**OWNER**", and **Tatum & Associates Environmental Consulting, LLC**, having its principal place of business at 1350 Phillips Road, Jackson, Mississippi, and mailing address of Post Office Box 10796, Jackson, Mississippi 39289-0796, after this called the "**CONTRACTOR**".

I. DESCRIPTION OF SERVICES

OWNER intends to engage the **CONTRACTOR** to provide professional contracting and consulting services. These services will be provided by **CONTRACTOR** upon receipt of executed individual task orders from the **OWNER**, which will contain specific project scopes, project requirements, and schedules for the work. The general scopes of work are attached, as well as other related and pertinent documents related to the project.

II. ADDITIONAL SERVICES

CONTRACTOR will provide services in accordance with the "General Terms and Conditions" attached to (**EXHIBIT A**) and made a part of this **AGREEMENT**. The **OWNER** will pay **CONTRACTOR** for any additional services. For services of independent associates and consultants employed by **CONTRACTOR**, **OWNER** will pay **CONTRACTOR** the amount billed to **CONTRACTOR**. Performance of Additional Services and employment of independent professional associates and consultants by **CONTRACTOR** will require prior written authorization from **OWNER**. **CONTRACTOR** will submit monthly statements for services rendered.

III. PAYMENT FOR SERVICES

OWNER will pay **CONTRACTOR** an hourly rate per the fee/rate schedule on Exhibit D (total hourly fees not-to-exceed \$35,000 per year). For amendments, refer to exhibit A #8. The fee will include Direct Labor Costs, plus Reimbursable Expenses. Subconsultant expenses and independent professional associate expenses will be billed to **OWNER** at actual cost to **CONTRACTOR**. Other reimbursable expenses will be billed to **OWNER** at the **SUBCONTRACTOR**'s actual cost.

Direct Labor Costs used as basis of payment shall mean salaries and wages (basic and incentive) paid to all **CONTRACTOR**'s personnel engaged directly on the Project including, but not limited to, Contractors and all other professional, and administrative classified personnel; but does not include indirect payroll related costs or fringe benefits.

Both **OWNER** and **CONTRACTOR** recognize that certain occasions may arise for which the methods of payment to **CONTRACTOR** set forth in this **AGREEMENT** may not be appropriate or fair to either or both parties. On these occasions, the methods of payment will be negotiated separately and terms agreed to will be stated on the individual task orders which will supersede the methods of payment specified in the **AGREEMENT**.



IV. **TIME SCHEDULE**

This AGREEMENT shall remain in effect for one year from the date of the contract being executed by both parties and will be automatically renewed annually or will terminate when: 1) a new contract is executed or 2) the OWNER shall determine that termination is in its best interest in accordance with Exhibit A.

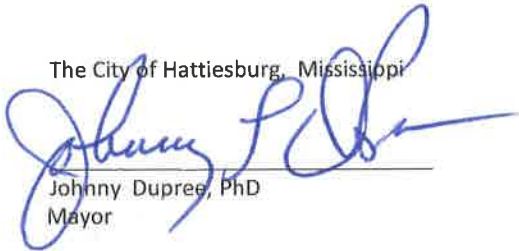
V. **CHANGES TO AGREEMENT**

This AGREEMENT, along with documentation consisting of pages representing the complete AGREEMENT between OWNER and CONTRACTOR and may only be amended, supplemented, modified or canceled by a duly executed written instrument.

VI. **ACCEPTANCE**

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the 16th day of August, A.D., 2016.

The City of Hattiesburg, Mississippi



Johnny Dupree, PhD
Mayor

Tatum & Associates Environmental Consulting, LLC

Gloria Tatum
CEO/PRESIDENT



EXHIBIT A

CONTRACTOR'S GENERAL TERMS AND CONDITIONS

1. **Relationship between Contractor and Owner.** Contractor shall serve as Owner's professional contracting consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services, and it is understood that the parties have not entered into any joint venture or partnership with the other. The Contractor shall not be considered to be the agent of the Owner.
2. **Responsibility of the Contractor.** Contractor will strive to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Owner and any other party concerning the Project, the Contractor shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures, of other Contractors or Subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Contractor be responsible for the acts or omissions of any Subcontractors, or for the failure of any Subcontractors or consultant not under contract to the Contractor, to carry out respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

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Owner shall not be liable to the Contractor, and the Contractor shall not be liable to the Owner, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Owner or the Contractor or their employees, agents or Owners, by reason of services rendered under this Agreement.



15. **Legal Proceedings.** In the event Contractor's employees are at any time required by Owner to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding or inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Contractor is not a party to such proceeding, Owner will compensate Contractor for its services and reimburse Contractor for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Owner engages Contractor to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
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EXHIBIT B

SCOPE OF WORK

Tasks to be performed by the Contractor will include the following:

TASK 1. Internal Meeting Participation

- A. Attend all-initiated meetings to facilitate internal communicate (i.e., relay feedback from the public, receive direction and/or task assignments) and to ensure coordination with on-going activities
- B. Participate in Owner and all other initiated meetings or phone calls as needed

TASK 2. Develop a schedule for public involvement activities

TASK 3. Develop Stakeholder Database

- A. Research existing materials
- B. Identify entities and update a stakeholder database expected to consist of the following key stakeholders
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 - v. Non-profit organizations
 - vi. Educational institutions
 - vii. Home-owners' associations or other identified groups
 - viii. Any disadvantaged and/or underserved individuals/communities
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- A. Develop internal talking points
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 - iii. Print and disseminate informational materials
 - a. Posters
 - b. Fact sheets
 - c. Brochures/pamphlets
 - d. Comment sheets
 - e. Sign in sheets
 - iv. Provide meeting refreshments
 - v. Prepare and disseminate invitation to key stakeholders
 - vi. Hire stenographer (if needed)
 - vii. Rent equipment or facility
 - viii. Provide appropriate notification to general public
 - a. Media
 - b. Social media
 - c. Web site
 - d. Other as determined necessary
- B. Advise Contractor if focus group meeting(s)/availability session(s) are needed
- C. Assist with presentation of the project before the City of Hattiesburg elected officials and Forrest County Board of Supervisors
- D. Coordinate with the City of Hattiesburg's media relations team
- E. Facilitate sessions, capture comments/questions and provide information gathered from the public/stakeholders to the Contractor for review/comment
- F. Demonstrate consideration of comments received by developing responses
 - i. Post information/feedback on internet
 - ii. Provide information/feedback via social media if appropriate
 - iii. Provide information/feedback to media if appropriate
 - iv. Provide information/feedback to Contractor for documentation of responses

TASK 6. Attend meeting(s), public hearing and any special events (i.e. with media)



EXHIBIT C

PUBLIC & COMMUNITY ENGAGEMENT PLAN

A. Public relations

1. Develop talking points and messaging strategy
2. Compose website content and perform routine website maintenance
3. Develop content for literature, public service announcements, and press releases
4. News media prep and publicity push
5. Attend public hearings & special events
6. Serve as point of contact for third party public relations groups
7. Create public blog accounts to reinforce search engine dominance
8. Populate public blog accounts with strategic content and leads back to the main project website.

B. Social Media Management

1. Establish social media accounts and presence on the following platforms:
 - Instagram
 - Facebook
 - YouTube
 - Twitter
2. Setup and compose project & feedback updates
3. Message scheduling and planning
4. Set up and manage paid, targeted messaging campaigns
5. Develop message push strategies
6. Social media engagement tracking, analysis, and reporting
7. Emergency social media damage control

C. Community Engagement

1. Logistical management of community meetings
2. Scheduling
3. Meeting facility location and procurement
4. Implement key marketing services to promote meeting awareness
5. Develop content for informational and promotional materials to be distributed during meetings
6. Equipment Rental
7. Manage and procure food, beverage, and entertainment (if applicable)
8. Stakeholder invitation distribution
9. Coordination of third party news media & public relations teams during meetings or events
10. Project presentation as needed
11. Facilitate focus group meetings



D. Marketing & Media Production

1. Website Development

- a. Database driven content management system setup and integration
- b. Responsive coding and design philosophy
- c. Strategic imagery and design
- d. Search Engine Optimization (SEO)
- e. Targeted external search engine optimization (SEO)

2. Print Design

- f. Graphic design for marketing & outreach collateral
- g. Large format, standard, and non-standard signage
- h. Print brokering and procurement (if needed)
- i. Artistic direction

3. Audio/Video Production

- a. Indoor and outdoor videography
- b. Interviews & Documentary
- c. Lighting and sound setup
- d. Post production for television, YouTube, digital, and hard copy media
- e. Design & Special effects
- f. Radio production & editing
- g. On-location & studio recording

4. Planning, Presentation & Strategy

- a. Marketing campaign planning
- b. Creative direction
- c. PowerPoint presentation design



EXHIBIT D

FEE/RATE SCHEDULE

WEBSITE DEVELOPMENT - (ONE-TIME PAYMENT) \$5,850.00

Public Involvement Director	\$150.00
Senior Environmental Justice Coordinator	\$150.00
Graphic Artist	\$150.00
Community Involvement Coordinator	\$150.00
Community Engagement	\$125.00
Technical Writer	\$150.00
Web content development	\$150.00
Media Coordinator	\$175.00
Public Affairs Director	\$175.00
Environmental Justice Director	\$175.00
Event Planner	\$175.00
Meeting Facilitator	\$200.00
Public Relations	\$95.00
Social Media Management	\$75.00
Marketing & Media Production	\$125.00

FREQUENCY OF BILLING

- Tatum & Associates Environmental Consulting, LLC, will provide invoices on a monthly basis to the Owner
- Included separately with invoicing will be a time sheet and documentation of direct-cost expenses
- Sub subcontractor's time sheets and invoices will be available upon request





City of Hattiesburg, MS

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

Master

File Number: 2016-2857

File ID: 2016-2857

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 08/08/2016

Final Action: 08/16/2016

Brief Title: Approve and authorize Mayor to execute agreement between the City of Hattiesburg and Forrest County, for participation in the Local System Bridge Program (LSBP) for the 12th Avenue bridge.

Minute Book Number: MB2016-210

Title:

Approve and authorize Mayor to execute agreement between the City of Hattiesburg and Forrest County, for participation in the Local System Bridge Program (LSBP) for the 12th Avenue bridge.

Notes:

Sponsors:

Enactment Date:

Attachments: LSBP Agreement-12th Ave Bridge, executed LSBP Agreement-12th Ave Bridge

Enactment Number:

Contact:

Meeting Date: 08/16/2016

Drafter: Marie Harris

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/16/2016	Approve and Authorize				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Approve and authorize Mayor to execute agreement between the City of Hattiesburg and Forrest County, for participation in the Local System Bridge Program (LSBP) for the 12th Avenue bridge.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2016-2857

Title

Approve and authorize Mayor to execute agreement between the City of Hattiesburg and Forrest County, for participation in the Local System Bridge Program (LSBP) for the 12th Avenue bridge.

Summary

Approve and authorize Mayor to execute agreement between the City of Hattiesburg and Forrest County, for participation in the Local System Bridge Program (LSBP) for the 12th Avenue bridge.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Project No. LSBP-18(18)

County FORREST

Local System Bridge Program Agreement for Municipalities

IN ACCORDANCE WITH THE REQUIREMENTS OF THE ACT,
THE CITY OF HATTIESBURG, FORREST COUNTY
HEREBY CERTIFIES AND AGREES THAT:

1. The Municipality will maintain the project(s), located within their jurisdiction after completion in a regular and satisfactory manner subject to the approval of the State Aid Engineer and keep right of way free of encroachments such as buildings, fences, and any other obstruction.
2. The Municipality will, at its own expense, acquire all rights-of-way and relocate or make adjustments to public utilities for each project within their jurisdiction in accordance with the policy of the State Aid Engineer.
3. In the event the Municipality cancels or withdraws any project(s) included in this program, the Municipality hereby agrees to reimburse its Local System Bridge Replacement funds for any charges incurred and paid from LSBP funds.
4. The Municipality will, at their own expense, provide adequate base and paving at each bridge end, all in accordance with said Act and plans and specifications.

Order authorizing the Mayor to execute the Agreement and the City Clerk to Attest:

It is hereby ordered that the Mayor be authorized to execute the said Agreement as required by House Bill 1302, 1994 Legislature Session for participation in the Local System Bridge Replacement and Rehabilitation Program.

Yeas _____
Nays _____
Absent _____

City of Hattiesburg

Attest:

By: _____

By: _____

Title: Mayor, City of Hattiesburg

Title: _____

Project No. LSBP-18(18)

County FORREST

Local System Bridge Program Agreement for Municipalities

IN ACCORDANCE WITH THE REQUIREMENTS OF THE ACT,
THE CITY OF HATTIESBURG, FORREST COUNTY
HEREBY CERTIFIES AND AGREES THAT:

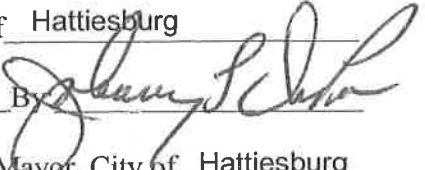
1. The Municipality will maintain the project(s), located within their jurisdiction after completion in a regular and satisfactory manner subject to the approval of the State Aid Engineer and keep right of way free of encroachments such as buildings, fences, and any other obstruction.
2. The Municipality will, at its own expense, acquire all rights-of-way and relocate or make adjustments to public utilities for each project within their jurisdiction in accordance with the policy of the State Aid Engineer.
3. In the event the Municipality cancels or withdraws any project(s) included in this program, the Municipality hereby agrees to reimburse its Local System Bridge Replacement funds for any charges incurred and paid from LSBP funds.
4. The Municipality will, at their own expense, provide adequate base and paving at each bridge end, all in accordance with said Act and plans and specifications.

Order authorizing the Mayor to execute the Agreement and the City Clerk to Attest:

It is hereby ordered that the Mayor be authorized to execute the said Agreement as required by House Bill 1302, 1994 Legislature Session for participation in the Local System Bridge Replacement and Rehabilitation Program.

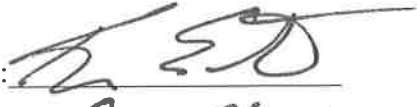
Yeas 5
Nays None
Absent

City of Hattiesburg

By: 

Title: Mayor, City of Hattiesburg

Attest:

By: 

Title: City Clerk



City of Hattiesburg, MS

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

Master

File Number: 2016-2868

File ID: 2016-2868

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 08/09/2016

Final Action: 08/16/2016

Brief Title: Approve and authorize Mayor to execute an agreement between the City of Hattiesburg and Shows, Dearman, & Waits, Inc. to provide professional services for the design, construction engineering and inspection, and hydrologic and hydraulic study for the repair of Gordon's Creek.

Minute Book Number: MB2016-210

Title:

Approve and authorize Mayor to execute an agreement between the City of Hattiesburg and Shows, Dearman, & Waits, Inc. to provide professional services for the design, construction engineering and inspection, and hydrologic and hydraulic study for the repair of Gordon's Creek.

Notes:

Sponsors:

Enactment Date:

Attachments: Professional Services Agreement-Gordons Creek, executed Professional Services Agreement-Gordons Creek

Enactment Number:

Contact:

Meeting Date: 08/16/2016

Drafter: Marie Harris

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/16/2016	Approve and Authorize				Pass
Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Delgado to Approve and authorize Mayor to execute an agreement between the City of Hattiesburg and Shows, Dearman, & Waits, Inc. to provide professional services for the design, construction engineering and inspection, and hydrologic and hydraulic study for the repair of Gordon's Creek.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2016-2868

Title

Approve and authorize Mayor to execute an agreement between the City of Hattiesburg and Shows, Dearman, & Waits, Inc. to provide professional services for the design, construction engineering and inspection, and hydrologic and hydraulic study for the repair of Gordon's Creek.

Summary

Approve and authorize Mayor to execute an agreement between the City of Hattiesburg and Shows, Dearman, & Waits, Inc. to provide professional services for the design, construction engineering and inspection, and hydrologic and hydraulic study for the repair of Gordon's Creek.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**STANDARD FORM of AGREEMENT
between OWNER and ENGINEER
for
PROFESSIONAL SERVICES**

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

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

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American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

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**STANDARD FORM of AGREEMENT
between OWNER and ENGINEER
for
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____, 20__ (“Effective Date”)

between CITY OF HATTIESBURG, (“OWNER”), and

SHOWS, DEARMAN & WAITS, Inc., (“ENGINEER”).

OWNER intends to: Develop plans, specifications, construction administration, and hydrologic and hydraulic study to repair damage along the concrete paved portion of Gordon's Creek lying South of Hardy Street and terminating near the intersection of Camp Street. (“Project”).

OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agrees as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope.....	1

A. ENGINEER shall provide the Basic and Additional Services set forth herein and in Exhibit A.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Basic Services as set forth in Exhibit A.

C. If authorized by OWNER, ENGINEER shall furnish Resident Project Representative(s) with duties, responsibilities and limitations of authority as set forth in Exhibit D.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General.....	1

A. OWNER shall have the responsibilities set forth herein and in Exhibit B.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject

to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended in whole or in part by OWNER, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

A. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A, Part 1, as set forth in Exhibit C.

B. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.

C. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.01.A and 4.01.B, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit C.

4.02 Other Provisions Concerning Payments

A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. Payments Upon Termination.

1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit C for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice OWNER and shall be paid 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.

E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement

shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon OWNER's timely request, copies of such records will be made available to OWNER at cost.

F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefor, such new taxes, fees, or costs shall be invoiced to and paid by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER 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 wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in Exhibit B.

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, "Construction Cost Limit," to this Agreement.

5.03 Opinions of Total Project Costs

A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. 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 ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information

furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.

G. Prior to the commencement of the Construction Phase, OWNER shall notify ENGINEER of any variations from the language indicated in Exhibit E, "Notice of Acceptability of Work," or of any other notice or certification that ENGINEER will be requested to provide to OWNER or third parties in connection with the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.

H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's 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's signing any such certification.

I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s),

subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions as specifically referenced in Exhibit J.

6.02 Authorized Project Representatives

A. Contemporaneous 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 individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A.

B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by OWNER, then OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

B. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER pursuant to Exhibit B. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. 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 party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

E. When transferring documents in electronic media format, ENGINEER 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 ENGINEER at the beginning of this Project.

F. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification 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 ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.05 Insurance

A. ENGINEER shall procure and maintain insurance as set forth in Exhibit G, "Insurance."

B. OWNER shall procure and maintain insurance as set forth in Exhibit G, "Insurance." OWNER shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by OWNER which are applicable to the Project.

C. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

D. OWNER and ENGINEER shall each deliver to the other 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 shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and 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.

F. At any time, OWNER may request that ENGINEER, 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, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's 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 Termination

A. 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 ENGINEER believes that ENGINEER is being requested by OWNER to 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.

3) ENGINEER shall have no liability to OWNER on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its 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,*

a. By OWNER effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 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 which 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.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

A. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, 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, moneys that are due or may become

due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted 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 Contractor, Contractor's subcontractor, supplier, other 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. The OWNER agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the 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 exercising their rights under Exhibit H or other provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.

B. If and to the extent that OWNER and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit H, "Dispute Resolution."

6.10 Hazardous Environmental Condition

A. OWNER represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous

Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, 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 OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and all 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) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all 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) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and OWNER's consultants with respect to this Agreement or the Project.

3. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.

4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all 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) caused by, arising out of or resulting from a Hazardous Environmental Condition,

provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

5. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by OWNER and ENGINEER in Exhibit I, "Allocation of Risks," if any.

6.12 Notices

A. 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, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

A. 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, who 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.

6.15 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.16 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*-- Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.

2. *Additional Services*-- The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 2 of this Agreement.

3. *Agreement*-- This "Standard Form of Agreement between OWNER and ENGINEER for Professional Services," including those Exhibits listed in Article 8 hereof.

4. *Application for Payment*-- The form acceptable to ENGINEER which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *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.

6. *Basic Services*-- The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 1, of this Agreement.

7. *Bid*-- The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents*-- The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order*-- A document recommended by ENGINEER, which is signed by Contractor and OWNER to authorize 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 Construction Agreement.

10. *Construction Agreement*-- The written instrument which is evidence of the agreement, contained in the Contract Documents, between OWNER and Contractor covering the Work.

11. *Construction Contract*-- The entire and integrated written agreement between the OWNER and Contractor concerning the Work.

12. *Construction Cost*-- The cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents*-- Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including

documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price*-- The moneys payable by OWNER to Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times*-- The numbers of days or the dates stated in the Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

16. *Contractor*-- An individual or entity with whom OWNER enters into a Construction Agreement.

17. *Correction Period*-- The time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*-- An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference

standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

19. *Documents*-- Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to OWNER pursuant to this Agreement.

20. *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 are not Drawings as so defined.

21. *Effective Date of the Construction Agreement*-- The date indicated in the Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Agreement*-- The date indicated in this 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.

23. *ENGINEER's Consultants*-- Individuals or entities having a contract with ENGINEER to furnish services with respect to this Project as ENGINEER's independent professional associates, consultants, subcontractors, or vendors. The term ENGINEER includes ENGINEER's Consultants.

24. *Field Order*-- A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

25. *General Conditions*-- That part of the Contract Documents which sets forth terms, conditions, and procedures that

govern the Work to be performed or furnished by Contractor with respect to the Project.

26. *Hazardous Environmental Condition*-- The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

27. *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.

28. *Laws and Regulations; Laws or Regulations*-- Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

29. *PCB's*-- Polychlorinated biphenyls.

30. *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.

31. *Radioactive Materials*-- 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.

32. *Record Drawings*-- The Drawings as issued for construction on which the ENGINEER, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor

to show changes made during construction.

33. *Reimbursable Expenses*-- The expenses incurred directly by ENGINEER in connection with the performing or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit C.

34. *Resident Project Representative*-- The authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are as set forth in Exhibit D.

35. *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.

36. *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 ENGINEER to illustrate some portion of the Work.

37. *Site*-- Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor.

38. *Specifications*-- That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and

certain administrative details applicable thereto.

39. *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.

40. *Supplementary Conditions*-- That part of the Contract Documents which amends or supplements the General Conditions.

41. *Total Project Costs*-- The sum of the Construction Cost, allowances for contingencies, the total costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement.

42. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

43. *Work Change Directive*--A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by OWNER upon recommendation of the 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 directed 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.

44. *Written Amendment*--A written amendment of the Contract Documents signed by OWNER and Contractor on or after the Effective Date of the Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, "ENGINEER's Services," consisting of 10 pages.

B. Exhibit B, "OWNER's Responsibilities," consisting of 3 pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 3 pages.

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 4 pages.

E. Exhibit E, "Notice of Acceptability of Work," consisting of pages.

F. Exhibit F, "Construction Cost Limit," consisting of pages.

G. Exhibit G, "Insurance," consisting of 2 pages.

H. Exhibit H, "Dispute Resolution,"
consisting of _____ pages.

I. Exhibit I, "Allocation of Risks,"
consisting of _____ pages.

J. Exhibit J, "Special Provisions,"
consisting of _____ pages.

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 13 inclusive, together with the Exhibits identified 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 duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.



OWNER: City of Hattiesburg

ENGINEER: SHOWS, DEARMAN & WAITS, Inc.

By: Johnny L. DuPree, Ph.D.

By: 
John T. Weeks, P.E.

Title: Mayor

Title: Vice-President

Date Signed: _____

Date Signed: 8/9/16

Address for giving notices:

License or Certificate No. and State: 18912 - MS

Address for giving notices:

P.O. Box 1898

301 Second Avenue

Hattiesburg, MS 39403-1898

Hattiesburg MS 39401

Designated Representative (paragraph 6.02.A):

Designated Representative (paragraph 6.02.A):

Lamar Rutland, P.E.

John T. Weeks, P.E.

Title: Director of Engineering

Title: Vice-President

Phone Number: (601) 545-4640

Phone Number: (601) 545-1821

Facsimile Number: (601) 545-4642

Facsimile Number: (601) 545-0501

E-mail Address: lrutland@hattiesburgms.com

E-mail Address: john@sd-w.com

This is **EXHIBIT A**, consisting of 10 pages, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services
dated _____, 20__.

Initial:

OWNER _____
ENGINEER 

ENGINEER's Services

Article 1 of the Agreement is amended and 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 - H&H Study

A. ENGINEER shall:

1. Consult with OWNER to define and clarify OWNER's requirements for the Project and available data.
2. *Advise OWNER as to the necessity of OWNER's providing data or services of the types described in Exhibit B which are not a part of ENGINEER's Basic Services, and assist OWNER in obtaining such data and services.
3. Identify, consult with, and analyze requirement of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER, including but not limited to mitigating measures identified in the environmental assessment.
4. Identify and evaluate 0 alternate solutions available to OWNER and, after consultation with OWNER, recommend to OWNER those solutions which in ENGINEER's judgment meet OWNER's requirements for the Project.
5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to OWNER that ENGINEER recommends. This Report will be accompanied by a hydrologic and hydraulic study in accordance with FEMA standards..
6. Perform or provide the following additional Study and Report Phase tasks or deliverables: N/A
7. Furnish 2 review copies of the Report to OWNER within 45 days of authorization to begin services and review it with OWNER.

**See Page 9 of 10*

8. Revise the Report in response to OWNER's and other parties' comments, as appropriate, and furnish 3 final copies of the revised Report to the OWNER within 30 days after completion of reviewing it with OWNER.

- B. ENGINEER's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised Report have been delivered to OWNER.

A1.02 Preliminary Design Phase

- A. After acceptance by OWNER of the Report, selection by OWNER of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall:
1. On the basis of the above acceptance, selection, and authorization, prepares Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.
 2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
 3. 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.
 4. Based on the information contained in the Preliminary Design Phase documents, submit a revised opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER, which will be itemized as provided in paragraph A1.01.A.5.
 5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:
 6. Furnish the Preliminary Design Phase documents to and review them with OWNER.
 7. Submit to OWNER 2 final copies of the Preliminary Design Phase documents and revised opinion of probable Construction cost within 45 days after authorization to proceed with this phase.
- B. ENGINEER's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to OWNER.

A1.03 Final Design Phase

- A. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, but subject to any OWNER-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from OWNER, ENGINEER shall:
1. On the basis of the above acceptance, direction, and authorization, prepares final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with the Mississippi Standards for Road and Bridge Construction.
 2. 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 of the Project and assist OWNER in consultations with appropriate authorities.

3. Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER, itemized as provided in paragraph A1.01.A.5.
 4. Perform or provide the following additional Final Design Phase tasks or deliverables:
 5. Prepare and furnish Bidding Documents for review and approval by OWNER, its legal counsel, and other advisors, as appropriate, and assist OWNER in the preparation of other related documents.
 6. Submit 2 final copies of the Bidding Documents and a revised opinion of probable Construction Cost to OWNER within 30 days after authorization to proceed with this phase.
- B. 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.
- C. 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 1.
- D. ENGINEER's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A1.03.A.6 have been delivered to OWNER.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by OWNER of the Bidding Documents and the most recent opinions 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 negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.
 2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 3. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
 4. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables:
 5. Attend the Bid opening, prepare Bid tabulation sheets, and assist OWNER in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
 6. The ENGINEER will perform all work in accordance with the City of Hattiesburg procurement guidelines as applicable.

- 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 General Conditions. The extent and limitation of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of OWNER in dealings with contractor to the extent provided in this Agreement and said General Conditions 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 extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
 3. *Selecting Independent Testing Laboratory.* Assist OWNER in the selection of an independent testing laboratory to perform the services identified in paragraph B2.01.0.
 4. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
 5. *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.
 6. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while it is in progress:
 - a) 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 and quality of the 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 Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the 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 such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the Work.
 - b) The purpose of ENGINEER's visits to, 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 Contract Documents

and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

7. *Defective Work.* Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
8. *Clarifications and Interpretation: Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
9. *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.
10. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the 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 has an obligation to meet any CONTRACTOR's submittal schedule that has earlier been acceptable to ENGINEER.
11. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "of-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A2.02.A.2 or the Exhibit A.
12. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the 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 Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.
13. *Disagreements between OWNER and Contractor.* Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

14. *Applications for Payment.* Based on ENGINEER's observations as an experienced and qualified design professional and on review of Application for Payment and accompanying supporting documentation:

- a) Determine the amounts that ENGINEER recommends Contractor be paid. 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 quality of such 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 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 Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph A1.05A.6a are expressly subject to the limitations set forth in paragraph A1.05A.6b and other express or general limitations in the Agreement and elsewhere.
- b) By recommending any 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 and the Contract Documents. 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 Contractor's work in progress 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 moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, 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.

15. *Contractor's Completion Documents.*

- a) Receive and review maintenance and operating instructions, schedules, and guarantees.
- b) Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A1.05.A.10, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such ENGINEER's review will be limited as provided in paragraph A1.05.A.10.
- c) ENGINEER shall transmit these documents to OWNER.

16. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections

of OWNER, ENGINEER considers the Work Substantially Complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

17. *Additional Tasks.* Perform or provide the following additional Construction Phase tasks or deliverables:
 18. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of paragraph A1.05A.14.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.
- B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first Construction Agreement 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.C, Construction Phase services may be rendered at different times in respect to the separate contracts.
- C. *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from OWNER, ENGINEER, during the Post-Construction Phase, shall:
1. Provide assistance in connection with the testing and adjusting of Project equipment or systems.
 2. Assist OWNER in training OWNER's staff to operate and maintain Project, equipment, and systems.
 3. Assist OWNER in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.
 4. Together with OWNER, visit the Project to observe any apparent defects in the Work, assist OWNER in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
 5. Perform or provide the following additional Post-Construction Phase tasks or deliverables:
 6. In company with OWNER or OWNER's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Correction Period.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Service Requiring OWNER's Authorization in Advance

A. If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by OWNER as indicated in Article 4 of the Agreement.

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 or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by ENGINEER or its 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 contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement 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 identified in paragraph A.1.01.A.4.
5. Services required as a result of OWNER's providing incomplete or incorrect Project information with respect to Exhibit B.
6. Providing renderings or models for OWNER'S use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor, and audits or inventories required in connections with construction performed by OWNER.
8. Furnishing services of ENGINEER's Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in paragraph A1.03.C.
10. Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.
11. 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 constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices required by OWNER for the Work or a portion thereof.

13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A1.05.A.5, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
16. Providing Construction Phase services beyond the Contract Times set forth in Exhibit C.
17. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
18. Preparing and furnishing to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
19. Preparation of operation and maintenance manuals.
20. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.
21. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER under paragraph 6.01.G of the Agreement.
22. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

A2.02 Required Additional Services

- A. ENGINEER shall perform or furnish, without requesting or receiving specific advance authorization from OWNER, the Additional Services of the types listed below. ENGINEER shall advise OWNER in writing promptly after starting any such Additional Services.
 1. Services in connection with Work Change directives and Change Orders to reflect changes requested by OWNER so as to make the compensation commensurate with the extent of the Additional Services rendered.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution that is found to be inappropriate for the Project or an excessive number of substitutions.
 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 during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) and occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by OWNER prior to Substantial Completion.
6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services
dated _____, 20__.

Initial:

OWNER _____

ENGINEER 

OWNER's Responsibilities

Article 2 of the Agreement is amended and 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:

- 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; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available 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. Property, boundary easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - 5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 - 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.
- E. Authorize ENGINEER to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

- F. Arrange for safe accesses to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- 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. Provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issue 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 moneys paid.
 - 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. 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.
- M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, 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.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as OWNER determines necessary to verify:

1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
 2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs B2.01.0 and P.
- R. Perform or provide the following additional services:

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services
dated _____, 20__.

Initial:

OWNER _____
ENGINEER *[Signature]*

Payments to ENGINEER for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 – PAYMENTS to the ENGINEER

C4.01 For Basic Services having a Determined Scope – Lump Sum Method of Payment

A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A, except for services of ENGINEER's Resident Project Representative and Post-Construction Phase services, if any, as follows:

1. A Lump Sum amount of \$42,400 based on the following assumed distribution of compensation:

- | | |
|----------------------------------|-----------------|
| a) H & H Report Phase | <u>\$14,500</u> |
| b) Preliminary Design Phase | <u>\$ 8,415</u> |
| c) Final Design Phase | <u>\$ 5,610</u> |
| d) Bidding and Negotiating Phase | <u>\$ 1,600</u> |
| e) Construction Phase | <u>\$12,275</u> |

2. ENGINEER may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the OWNER.
3. The Lump Sum includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
4. The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the

proportion of the total services actually completed during the billing period to the Lump Sum.

5. The Lump Sum is conditioned on Contract Times to complete the Work not exceeding 6 months. Should the Contract Times to complete the Work be extended beyond this period, the total compensation to ENGINEER shall be appropriately adjusted.

6. If more prime contracts are awarded for Work designed or specified by ENGINEER for this Project than identified in Exhibit A, the ENGINEER shall be compensated an additional amount equal to \$ N/A for all Basic Services for each prime contract added.

C4.02 For Basic Services having an Undetermined Scope – Salary Costs Times a Factor Method of Payment

A. OWNER shall pay ENGINEER for:

1. *Resident Project Representative Services.* For services of ENGINEER's Resident Project Representative, if any, under paragraph A1.05.A.2a of Exhibit A, an amount equal to the ENGINEER's Salary costs times a Factor of 3 for services of ENGINEER's employees engaged directly in resident Project representation, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$12,275, based upon Contract Times as set forth in paragraph C4.01.

2. *Post-Construction Phase Services.* For Post-Construction Phase services under paragraph A1.06 of Exhibit A, an amount equal to the ENGINEER's Salary Costs times a factor of 3 for services of ENGINEER's employees engaged directly on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any in the Post-Construction Phase. The total compensation under this paragraph is estimated to be \$N/A

C4.03 *For Additional Services*

A. OWNER shall pay ENGINEER for Additional Services as follows:

1. *General.* For services of ENGINEER's employees 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, an amount equal to the cumulative hours charges to the Project by each ENGINEER's employees times the ENGINEER's applicable Salary Costs times a Factor of 3, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.
2. *Serving as a Witness.* For services performed by ENGINEER's employees as witnesses giving testimony in any litigation, arbitration, or other legal or administrative proceeding under paragraph A2.01.A.20, at the rate of \$1,250 per day or an portion thereof (but compensation for time spent in preparing to testify in any such litigation, arbitration, or proceeding will be on the basis provided in paragraph C4.03.A.1). Compensation for ENGINEER's Consultants for such services will be on the basis provided in paragraph C4.05.

C4.04 *For Reimbursable Expenses*

- A. When not included in compensation for Basic Services under paragraph C4.01, OWNER shall pay ENGINEER for Reimbursable Expense at the rate set forth in Appendix 1 of this Exhibit C.
- B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and

utilities; subsistence and transportation of Resident Project Representative and their assistance; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by OWNER, overtime work requiring higher than regular rates. In addition, if authorized in advance by OWNER, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.

- C. The amounts payable to ENGINEER for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by ENGINEER, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a Factor of 1.20.
- D. The Reimbursable Expenses Schedule will be adjusted annually (as of January 01, 2017) to reflect equitable changes in the compensation payable to ENGINEER.

C4.05 *For ENGINEER's Consultant's Charges*

- A. Whenever compensation to ENGINEER herein is stated to include charges of ENGINEER's Consultants, those charges shall be the amounts billed by ENGINEER's Consultants to ENGINEER times a Factor of 1.25.

C4.06 *Salary Costs*

- A. Salary Costs means salaries and wages paid to ENGINEER's employees plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto.
- B. The Salary Costs and the Factor applied to Salary Costs will be adjusted annually (as of January 01, 2017) to reflect equitable changes in the compensable payable to ENGINEER.

C4.07 *Factors*

- A. The Salary Costs Factor includes the cost of general and administrative overhead which includes salaries and wages of principals and employees engaged in business operations not directly chargeable to projects, plus non-Project operating costs, including but not limited to, business taxes, legal, rent utilities, office supplies, insurance, and other operating costs; plus operating margin or profit.
- B. 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.

C4.08 *Other Provisions Concerning Payment*

- A. *Preparation of Invoices.* The portion of the amounts billed for ENGINEER's services which are identified in paragraphs C4.02 and C4.03 will be based on the applicable Salary Costs for the cumulative hours charged to the Project during the billing period by all of ENGINEER's employees, times the Salary Costs factor, plus Reimbursable Expenses and ENGINEER's Consultant's charges incurred, if any.
- B. *Extended Contract Times.* Should the Contract Times to complete the Work be extended beyond the period identified in paragraph C4.01, payment for ENGINEER's services on the basis of the Salary Costs Times a Factor Method of Payment shall be continued.
- C. *Estimated Compensation Amounts*
 - 1. ENGINEER's estimate of the amounts that will become payable for Basic 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.
 - 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to ENGINEER that a compensation amount thus estimated will be exceeded, ENGINEER shall give OWNER written notice thereof. Promptly thereafter OWNER and ENGINEER shall review the matter of services remaining to be performed and compensation for such services. OWNER shall either agree to such

compensation exceeding said estimated amount or OWNER and ENGINEER shall 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 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, the ENGINEER shall be paid for all services rendered hereunder.

This is **EXHIBIT D**, consisting of 4 pages, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services
dated _____, 20__.

Initial:

OWNER _____

ENGINEER 

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Paragraph 1.01C of the Agreement is amended and supplemented to include the following agreement of the parties:

D6.02 Resident Project Representative

- A. ENGINEER shall furnish a Resident Project Representative (RPR), assistants, and other field staff to assist ENGINEER in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.
- B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in section A.1.05 of Exhibit A of the Agreement are applicable.
- C. The duties and responsibilities of the RPR are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:
 - 1. *General:* RPR is ENGINEER's agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 - 4. *Liaison:*
 - a) Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the 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.
- 5. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
- 6. *Shop Drawings and Samples:*
 - a) Record date of receipt of Samples and approved Shop Drawings.
 - b) Receive Samples which 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 for which RPR believes that the submittal has not been approved by ENGINEER.
- 7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.
- 8. *Review of Work and Rejection of Defective Work:*
 - a) Conduct on-Site observations of Contractor's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b) Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 9. *Inspections, Tests, and System Startups:*
 - a) Consult with ENGINEER in advance of scheduled major inspections, tests and systems startups of important phases of the Work.
 - 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 startups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of the inspections, and report to ENGINEER.

10. *Records:*

- a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.
- b) Prepare a daily report or keep a diary or log book, recording Contractor's hours on the site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- c) Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d) Maintain records for use in preparing Project documentation.
- e) Upon completion of the Work, furnish original set of all RPR Project documentation to ENGINEER.

11. *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 startup reports.
- d) Report immediately to ENGINEER the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the work, and property damaged by fire or other causes.

12. *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.

13. *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 Specifications 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.

14. *Completion:*

- a) Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b) Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.

- c) Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.
- d) Observe whether all items on final 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 Contract Documents or substitution of materials or equipment (including “or-equal” items).
- 2. Exceed limitations of ENGINEER’s authority as set forth in the Agreement or the contract Documents.
- 3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor’s superintendent.
- 4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor’s work unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety 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 _____, 20__.

Initial:

OWNER _____

ENGINEER 

Insurance

Paragraph 6.05 of the Agreement is amended and 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. Worker's Compensation | Statutory |
| b. Employer's Liability-- | |
| 1) Each Accident: | \$100,000 |
| 2) Disease, Policy Limit: | \$500,000 |
| 3) Disease, Each Employee: | \$100,000 |
| 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) Each Occurrence: | N/A |
| 2) General Aggregate | N/A |
| e. Automobile Liability-- | |
| 1) Bodily Injury: | |
| a) Each Accident | N/A |
| 2) Property Damage: | |
| a) Each Accident | N/A |
| [or] | |
| 1) Combined Single Limit (Bodily Injury and Property Damage) | |
| a) Each Accident | \$1,000,000 |
| f. Other (Specify): | |
| a) Professional Liability | \$1,000,000 |

2. By OWNER:

- | | Statutory |
|---|-----------|
| a. Worker's Compensation: | |
| b. Employer's Liability-- | |
| 1) Each Accident | \$ _____ |
| 2) Disease, Policy Limit | \$ _____ |
| 3) Disease, Each Employee | \$ _____ |
| c. General Liability-- | |
| 1) General Aggregate: | \$ _____ |
| 2) Each Occurrence (Bodily Injury and Property Damage): | \$ _____ |
| d. Excess Umbrella Liability-- | |
| 1) Each Occurrence | \$ _____ |
| 2) General Aggregate: | \$ _____ |
| e. Automobile Liability-- | |
| 1) Bodily Injury: | |
| a) Each Accident | \$ _____ |
| 2) Property Damage: | |
| b) Each Accident | \$ _____ |
| [or] | |
| 1) Combined Single Limit (Bodily Injury and Property Damage): | |
| a) Each Accident | \$ _____ |
| f. Other (Specify): | |
| _____ | \$ _____ |

B. *Additional Insureds*

1. The following persons or entities are to be listed on OWNER's policies of insurance as additional insureds as provided in paragraph 6.05.B:

- a. _____
ENGINEER
- b. _____
ENGINEER'S CONSULTANT
- c. _____
ENGINEER'S CONSULTANT

This is **APPENDIX 2** to **EXHIBIT C**, consisting of 1 page, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services
dated _____, 20__.

Initial:

OWNER _____
ENGINEER 

Standard Hourly Rates Schedule

Current agreements for engineering services stipulate that the standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services performed on the date of the Agreement are:

APPENDIX I

Engineer's Standard Hourly Rates

2016

Senior Engineer.....	\$175.00/Hr.
Project Engineer.....	\$150.00/Hr.
Junior Engineer.....	\$125.00/Hr.
Graduate Engineer / Engineering Intern.....	\$105.00/Hr.
Senior AutoCad Technician.....	\$105.00/Hr.
AutoCad Technician.....	\$ 90.00/Hr.
Senior Resident Project Representative.....	\$ 95.00/Hr.
Resident Project Representative.....	\$ 85.00/Hr.
Field Crew.....	\$175.00/Hr.
Administrative.....	\$ 45.00/Hr.

**STANDARD FORM of AGREEMENT
between OWNER and ENGINEER
for
PROFESSIONAL SERVICES**

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

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

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**STANDARD FORM of AGREEMENT
between OWNER and ENGINEER
for
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____, 20__ ("Effective Date")

between CITY OF HATTIESBURG, ("OWNER"), and

SHOWS, DEARMAN & WAITS, Inc., ("ENGINEER").

OWNER intends to: Develop plans, specifications, construction administration, and hydrologic and hydraulic study to repair damage along the concrete paved portion of Gordon's Creek lying South of Hardy Street and terminating near the intersection of Camp Street. ("Project").

OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agrees as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. ENGINEER shall provide the Basic and Additional Services set forth herein and in Exhibit A.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Basic Services as set forth in Exhibit A.

C. If authorized by OWNER, ENGINEER shall furnish Resident Project Representative(s) with duties, responsibilities and limitations of authority as set forth in Exhibit D.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth herein and in Exhibit B.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject

to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended in whole or in part by OWNER, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

A. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A, Part 1, as set forth in Exhibit C.

B. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.

C. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.01.A and 4.01.B, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit C.

4.02 Other Provisions Concerning Payments

A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit C for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice OWNER and shall be paid 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.

E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement

shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon OWNER's timely request, copies of such records will be made available to OWNER at cost.

F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefor, such new taxes, fees, or costs shall be invoiced to and paid by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER 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 wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in Exhibit B.

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, "Construction Cost Limit," to this Agreement.

5.03 Opinions of Total Project Costs

A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. 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 ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information

furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.

G. Prior to the commencement of the Construction Phase, OWNER shall notify ENGINEER of any variations from the language indicated in Exhibit E, "Notice of Acceptability of Work," or of any other notice or certification that ENGINEER will be requested to provide to OWNER or third parties in connection with the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.

H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's 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's signing any such certification.

I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s),

subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions as specifically referenced in Exhibit J.

6.02 Authorized Project Representatives

A. Contemporaneous 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 individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A.

B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by OWNER, then OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

B. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER pursuant to Exhibit B. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. 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 party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

E. When transferring documents in electronic media format, ENGINEER 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 ENGINEER at the beginning of this Project.

F. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification 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 ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.05 Insurance

A. ENGINEER shall procure and maintain insurance as set forth in Exhibit G, "Insurance."

B. OWNER shall procure and maintain insurance as set forth in Exhibit G, "Insurance." OWNER shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by OWNER which are applicable to the Project.

C. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

D. OWNER and ENGINEER shall each deliver to the other 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 shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and 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.

F. At any time, OWNER may request that ENGINEER, 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, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's 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 Termination

A. 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 ENGINEER believes that ENGINEER is being requested by OWNER to 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.

3) ENGINEER shall have no liability to OWNER on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its 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,*

a. By OWNER effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 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 which 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.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

A. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, 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, moneys that are due or may become

due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted 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 Contractor, Contractor's subcontractor, supplier, other 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. The OWNER agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the 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 exercising their rights under Exhibit H or other provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.

B. If and to the extent that OWNER and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit H, "Dispute Resolution."

6.10 Hazardous Environmental Condition

A. OWNER represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous

Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, 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 OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and all 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) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all 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) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and OWNER's consultants with respect to this Agreement or the Project.

3. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.

4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all 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) caused by, arising out of or resulting from a Hazardous Environmental Condition,

provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

5. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by OWNER and ENGINEER in Exhibit I, "Allocation of Risks," if any.

6.12 Notices

A. 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, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

A. 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, who 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.

6.15 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.16 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*-- Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.

2. *Additional Services*-- The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 2 of this Agreement.

3. *Agreement*-- This "Standard Form of Agreement between OWNER and ENGINEER for Professional Services," including those Exhibits listed in Article 8 hereof.

4. *Application for Payment*-- The form acceptable to ENGINEER which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *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.

6. *Basic Services*-- The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 1, of this Agreement.

7. *Bid*-- The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents*-- The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order*-- A document recommended by ENGINEER, which is signed by Contractor and OWNER to authorize 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 Construction Agreement.

10. *Construction Agreement*-- The written instrument which is evidence of the agreement, contained in the Contract Documents, between OWNER and Contractor covering the Work.

11. *Construction Contract*-- The entire and integrated written agreement between the OWNER and Contractor concerning the Work.

12. *Construction Cost*-- The cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents*-- Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including

documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price*-- The moneys payable by OWNER to Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times*-- The numbers of days or the dates stated in the Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

16. *Contractor*-- An individual or entity with whom OWNER enters into a Construction Agreement.

17. *Correction Period*-- The time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*-- An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference

standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

19. *Documents*-- Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to OWNER pursuant to this Agreement.

20. *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 are not Drawings as so defined.

21. *Effective Date of the Construction Agreement*-- The date indicated in the Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Agreement*-- The date indicated in this 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.

23. *ENGINEER's Consultants*-- Individuals or entities having a contract with ENGINEER to furnish services with respect to this Project as ENGINEER's independent professional associates, consultants, subcontractors, or vendors. The term ENGINEER includes ENGINEER's Consultants.

24. *Field Order*-- A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

25. *General Conditions*-- That part of the Contract Documents which sets forth terms, conditions, and procedures that

govern the Work to be performed or furnished by Contractor with respect to the Project.

26. *Hazardous Environmental Condition*-- The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

27. *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.

28. *Laws and Regulations; Laws or Regulations*-- Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

29. *PCB's*-- Polychlorinated biphenyls.

30. *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.

31. *Radioactive Materials*-- 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.

32. *Record Drawings*-- The Drawings as issued for construction on which the ENGINEER, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor

to show changes made during construction.

33. *Reimbursable Expenses*-- The expenses incurred directly by ENGINEER in connection with the performing or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit C.

34. *Resident Project Representative*-- The authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are as set forth in Exhibit D.

35. *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.

36. *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 ENGINEER to illustrate some portion of the Work.

37. *Site*-- Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor.

38. *Specifications*-- That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and

certain administrative details applicable thereto.

39. *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.

40. *Supplementary Conditions*-- That part of the Contract Documents which amends or supplements the General Conditions.

41. *Total Project Costs*-- The sum of the Construction Cost, allowances for contingencies, the total costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement.

42. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

43. *Work Change Directive*--A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by OWNER upon recommendation of the 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 directed 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.

44. *Written Amendment*--A written amendment of the Contract Documents signed by OWNER and Contractor on or after the Effective Date of the Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, "ENGINEER's Services," consisting of 10 pages.

B. Exhibit B, "OWNER's Responsibilities," consisting of 3 pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 3 pages.

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 4 pages.

E. Exhibit E, "Notice of Acceptability of Work," consisting of _____ pages.

F. Exhibit F, "Construction Cost Limit," consisting of _____ pages.

G. Exhibit G, "Insurance," consisting of 2 pages.

H. Exhibit H, "Dispute Resolution,"
consisting of _____ pages.

I. Exhibit I, "Allocation of Risks,"
consisting of _____ pages.

J. Exhibit J, "Special Provisions,"
consisting of _____ pages.

8.02 Total Agreement

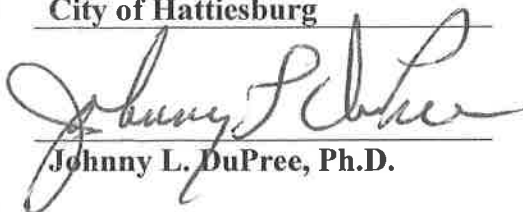
A. This Agreement (consisting of
pages 1 to 13 inclusive, together with the
Exhibits identified above) constitutes the entire
agreement between OWNER and ENGINEER and
supersedes all prior written or oral understandings.
This Agreement may only be amended,
supplemented, modified, or canceled by a duly
executed written instrument.

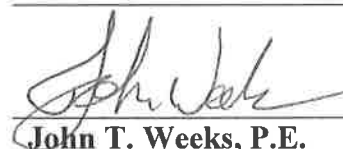
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.



OWNER: City of Hattiesburg

ENGINEER: SHOWS, DEARMAN & WAITS, Inc.

By: 

By: 

Johnny L. DuPree, Ph.D.

John T. Weeks, P.E.

Title: Mayor

Title: Vice-President

Date Signed: 8-16-16

Date Signed: 8/9/16

License or Certificate No. and State: 18912 - MS

Address for giving notices:

Address for giving notices:

P.O. Box 1898

301 Second Avenue

Hattiesburg, MS 39403-1898

Hattiesburg MS 39401

Designated Representative (paragraph 6.02.A):

Designated Representative (paragraph 6.02.A):

Lamar Rutland, P.E.

John T. Weeks, P.E.

Title: Director of Engineering

Title: Vice-President

Phone Number: (601) 545-4640

Phone Number: (601) 545-1821

Facsimile Number: (601) 545-4642

Facsimile Number: (601) 545-0501

E-mail Address: lrutland@hattiesburgms.com

E-mail Address: john@sd-w.com

This is **EXHIBIT A**, consisting of 10 pages, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services
dated _____, 20__.

Initial:
OWNER WJ
ENGINEER JP

ENGINEER's Services

Article 1 of the Agreement is amended and 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 - H&H Study

A. ENGINEER shall:

1. Consult with OWNER to define and clarify OWNER's requirements for the Project and available data.
2. *Advise OWNER as to the necessity of OWNER's providing data or services of the types described in Exhibit B which are not a part of ENGINEER's Basic Services, and assist OWNER in obtaining such data and services.
3. Identify, consult with, and analyze requirement of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER, including but not limited to mitigating measures identified in the environmental assessment.
4. Identify and evaluate 0 alternate solutions available to OWNER and, after consultation with OWNER, recommend to OWNER those solutions which in ENGINEER's judgment meet OWNER's requirements for the Project.
5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to OWNER that ENGINEER recommends. This Report will be accompanied by a hydrologic and hydraulic study in accordance with FEMA standards..
6. Perform or provide the following additional Study and Report Phase tasks or deliverables: N/A
7. Furnish 2 review copies of the Report to OWNER within 45 days of authorization to begin services and review it with OWNER.

**See Page 9 of 10*

8. Revise the Report in response to OWNER's and other parties' comments, as appropriate, and furnish 3 final copies of the revised Report to the OWNER within 30 days after completion of reviewing it with OWNER.

- B. ENGINEER's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised Report have been delivered to OWNER.

A1.02 Preliminary Design Phase

- A. After acceptance by OWNER of the Report, selection by OWNER of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall:
1. On the basis of the above acceptance, selection, and authorization, prepares Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.
 2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
 3. 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.
 4. Based on the information contained in the Preliminary Design Phase documents, submit a revised opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER, which will be itemized as provided in paragraph A1.01.A.5.
 5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:
 6. Furnish the Preliminary Design Phase documents to and review them with OWNER.
 7. Submit to OWNER 2 final copies of the Preliminary Design Phase documents and revised opinion of probable Construction cost within 45 days after authorization to proceed with this phase.
- B. ENGINEER's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to OWNER.

A1.03 Final Design Phase

- A. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, but subject to any OWNER-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from OWNER, ENGINEER shall:
1. On the basis of the above acceptance, direction, and authorization, prepares final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with the Mississippi Standards for Road and Bridge Construction.
 2. 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 of the Project and assist OWNER in consultations with appropriate authorities.

3. Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER, itemized as provided in paragraph A1.01.A.5.
 4. Perform or provide the following additional Final Design Phase tasks or deliverables:
 5. Prepare and furnish Bidding Documents for review and approval by OWNER, its legal counsel, and other advisors, as appropriate, and assist OWNER in the preparation of other related documents.
 6. Submit 2 final copies of the Bidding Documents and a revised opinion of probable Construction Cost to OWNER within 30 days after authorization to proceed with this phase.
- B. 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.
- C. 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 1.
- D. ENGINEER's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A1.03.A.6 have been delivered to OWNER.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by OWNER of the Bidding Documents and the most recent opinions 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 negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.
 2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 3. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
 4. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables:
 5. Attend the Bid opening, prepare Bid tabulation sheets, and assist OWNER in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
 6. The ENGINEER will perform all work in accordance with the City of Hattiesburg procurement guidelines as applicable.

- 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 General Conditions. The extent and limitation of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of OWNER in dealings with contractor to the extent provided in this Agreement and said General Conditions 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 extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
 3. *Selecting Independent Testing Laboratory.* Assist OWNER in the selection of an independent testing laboratory to perform the services identified in paragraph B2.01.0.
 4. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
 5. *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.
 6. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while it is in progress:
 - a) 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 and quality of the 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 Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the 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 such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the Work.
 - b) The purpose of ENGINEER's visits to, 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 Contract Documents

and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

7. *Defective Work.* Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
8. *Clarifications and Interpretation: Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
9. *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.
10. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the 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 has an obligation to meet any CONTRACTOR's submittal schedule that has earlier been acceptable to ENGINEER.
11. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "of-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A2.02.A.2 or the Exhibit A.
12. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the 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 Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.
13. *Disagreements between OWNER and Contractor.* Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

14. *Applications for Payment.* Based on ENGINEER's observations as an experienced and qualified design professional and on review of Application for Payment and accompanying supporting documentation:

- a) Determine the amounts that ENGINEER recommends Contractor be paid. 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 quality of such 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 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 Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph A1.05A.6a are expressly subject to the limitations set forth in paragraph A1.05A.6b and other express or general limitations in the Agreement and elsewhere.
- b) By recommending any 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 and the Contract Documents. 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 Contractor's work in progress 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 moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, 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.

15. *Contractor's Completion Documents.*

- a) Receive and review maintenance and operating instructions, schedules, and guarantees.
- b) Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A1.05.A.10, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such ENGINEER's review will be limited as provided in paragraph A1.05.A.10.
- c) ENGINEER shall transmit these documents to OWNER.

16. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections

of OWNER, ENGINEER considers the Work Substantially Complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

17. *Additional Tasks.* Perform or provide the following additional Construction Phase tasks or deliverables:
 18. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of paragraph A1.05A.14.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.
- B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first Construction Agreement 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.C, Construction Phase services may be rendered at different times in respect to the separate contracts.
- C. *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from OWNER, ENGINEER, during the Post-Construction Phase, shall:
1. Provide assistance in connection with the testing and adjusting of Project equipment or systems.
 2. Assist OWNER in training OWNER's staff to operate and maintain Project, equipment, and systems.
 3. Assist OWNER in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.
 4. Together with OWNER, visit the Project to observe any apparent defects in the Work, assist OWNER in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
 5. Perform or provide the following additional Post-Construction Phase tasks or deliverables:
 6. In company with OWNER or OWNER's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Correction Period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Service Requiring OWNER's Authorization in Advance*

- A. If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by OWNER as indicated in Article 4 of the Agreement.
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 or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by ENGINEER or its 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 contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement 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 identified in paragraph A.1.01.A.4.
 5. Services required as a result of OWNER's providing incomplete or incorrect Project information with respect to Exhibit B.
 6. Providing renderings or models for OWNER'S use.
 7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor, and audits or inventories required in connections with construction performed by OWNER.
 8. Furnishing services of ENGINEER's Consultants for other than Basic Services.
 9. Services attributable to more prime construction contracts than specified in paragraph A1.03.C.
 10. Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.
 11. 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 constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
 12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices required by OWNER for the Work or a portion thereof.

13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A1.05.A.5, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
16. Providing Construction Phase services beyond the Contract Times set forth in Exhibit C.
17. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
18. Preparing and furnishing to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
19. Preparation of operation and maintenance manuals.
20. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.
21. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER under paragraph 6.01.G of the Agreement.
22. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

A2.02 Required Additional Services

- A. ENGINEER shall perform or furnish, without requesting or receiving specific advance authorization from OWNER, the Additional Services of the types listed below. ENGINEER shall advise OWNER in writing promptly after starting any such Additional Services.
 1. Services in connection with Work Change directives and Change Orders to reflect changes requested by OWNER so as to make the compensation commensurate with the extent of the Additional Services rendered.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution that is found to be inappropriate for the Project or an excessive number of substitutions.
 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 during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) and occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by OWNER prior to Substantial Completion.
6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services

dated _____, 20__.

Initial:
OWNER 
ENGINEER 

OWNER's Responsibilities

Article 2 of the Agreement is amended and 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:

- 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; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available 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. Property, boundary easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - 5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 - 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.
- E. Authorize ENGINEER to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

- F. Arrange for safe accesses to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- 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. Provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issue 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 moneys paid.
 - 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. 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.
- M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, 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.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as OWNER determines necessary to verify:

2. *Post-Construction Phase Services.* For Post-Construction Phase services under paragraph A1.06 of Exhibit A, an amount equal to the ENGINEER's Salary Costs times a factor of 3 for services of ENGINEER's employees engaged directly on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any in the Post-Construction Phase. The total compensation under this paragraph is estimated to be \$N/A

C4.03 *For Additional Services*

- A. OWNER shall pay ENGINEER for Additional Services as follows:

1. *General.* For services of ENGINEER's employees 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, an amount equal to the cumulative hours charges to the Project by each ENGINEER's employees times the ENGINEER's applicable Salary Costs times a Factor of 3, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.
2. *Serving as a Witness.* For services performed by ENGINEER's employees as witnesses giving testimony in any litigation, arbitration, or other legal or administrative proceeding under paragraph A2.01.A.20, at the rate of \$1,250 per day or an portion thereof (but compensation for time spent in preparing to testify in any such litigation, arbitration, or proceeding will be on the basis provided in paragraph C4.03.A.1). Compensation for ENGINEER's Consultants for such services will be on the basis provided in paragraph C4.05.

C4.04 *For Reimbursable Expenses*

- A. When not included in compensation for Basic Services under paragraph C4.01, OWNER shall pay ENGINEER for Reimbursable Expense at the rate set forth in Appendix 1 of this Exhibit C.
- B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and

utilities; subsistence and transportation of Resident Project Representative and their assistance; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by OWNER, overtime work requiring higher than regular rates. In addition, if authorized in advance by OWNER, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.

- C. The amounts payable to ENGINEER for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by ENGINEER, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a Factor of 1.20.
- D. The Reimbursable Expenses Schedule will be adjusted annually (as of January 01, 2017) to reflect equitable changes in the compensation payable to ENGINEER.

C4.05 *For ENGINEER's Consultant's Charges*

- A. Whenever compensation to ENGINEER herein is stated to include charges of ENGINEER's Consultants, those charges shall be the amounts billed by ENGINEER's Consultants to ENGINEER times a Factor of 1.25.

C4.06 *Salary Costs*

- A. Salary Costs means salaries and wages paid to ENGINEER's employees plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto.
- B. The Salary Costs and the Factor applied to Salary Costs will be adjusted annually (as of January 01, 2017) to reflect equitable changes in the compensable payable to ENGINEER.

C4.07 *Factors*

- A. The Salary Costs Factor includes the cost of general and administrative overhead which includes salaries and wages of principals and employees engaged in business operations not directly chargeable to projects, plus non-Project operating costs, including but not limited to, business taxes, legal, rent utilities, office supplies, insurance, and other operating costs; plus operating margin or profit.
- B. 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.

C4.08 *Other Provisions Concerning Payment*

- A. *Preparation of Invoices.* The portion of the amounts billed for ENGINEER's services which are identified in paragraphs C4.02 and C4.03 will be based on the applicable Salary Costs for the cumulative hours charged to the Project during the billing period by all of ENGINEER's employees, times the Salary Costs factor, plus Reimbursable Expenses and ENGINEER's Consultant's charges incurred, if any.
- B. *Extended Contract Times.* Should the Contract Times to complete the Work be extended beyond the period identified in paragraph C4.01, payment for ENGINEER's services on the basis of the Salary Costs Times a Factor Method of Payment shall be continued.
- C. Estimated Compensation Amounts
 - 1. ENGINEER's estimate of the amounts that will become payable for Basic 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.
 - 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to ENGINEER that a compensation amount thus estimated will be exceeded, ENGINEER shall give OWNER written notice thereof. Promptly thereafter OWNER and ENGINEER shall review the matter of services remaining to be performed and compensation for such services. OWNER shall either agree to such

compensation exceeding said estimated amount or OWNER and ENGINEER shall 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 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, the ENGINEER shall be paid for all services rendered hereunder.

This is **EXHIBIT D**, consisting of 4 pages, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services
dated _____, 20__.

Initial:
OWNER 
ENGINEER 

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Paragraph 1.01C of the Agreement is amended and supplemented to include the following agreement of the parties:

D6.02 Resident Project Representative

- A. ENGINEER shall furnish a Resident Project Representative (RPR), assistants, and other field staff to assist ENGINEER in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.
- B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in section A.1.05 of Exhibit A of the Agreement are applicable.
- C. The duties and responsibilities of the RPR are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:
 1. *General:* RPR is ENGINEER's agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 4. *Liaison:*
 - a) Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the 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.
- 5. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
- 6. *Shop Drawings and Samples:*
 - a) Record date of receipt of Samples and approved Shop Drawings.
 - b) Receive Samples which 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 for which RPR believes that the submittal has not been approved by ENGINEER.
- 7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.
- 8. *Review of Work and Rejection of Defective Work:*
 - a) Conduct on-Site observations of Contractor's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b) Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 9. *Inspections, Tests, and System Startups:*
 - a) Consult with ENGINEER in advance of scheduled major inspections, tests and systems startups of important phases of the Work.
 - 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 startups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of the inspections, and report to ENGINEER.

10. *Records:*

- a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.
- b) Prepare a daily report or keep a diary or log book, recording Contractor's hours on the site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- c) Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d) Maintain records for use in preparing Project documentation.
- e) Upon completion of the Work, furnish original set of all RPR Project documentation to ENGINEER.

11. *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 startup reports.
- d) Report immediately to ENGINEER the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the work, and property damaged by fire or other causes.

12. *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.

13. *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 Specifications 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.

14. *Completion:*

- a) Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion of correction.
- b) Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.

- c) Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.
- d) Observe whether all items on final 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 Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract Documents.
- 3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
- 4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety 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 _____, 20__.

Initial:
OWNER 
ENGINEER 

Insurance

Paragraph 6.05 of the Agreement is amended and 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. Worker's Compensation | Statutory |
| b. Employer's Liability-- | |
| 1) Each Accident: | \$100,000 |
| 2) Disease, Policy Limit: | \$500,000 |
| 3) Disease, Each Employee: | \$100,000 |
| 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) Each Occurrence: | N/A |
| 2) General Aggregate | N/A |
| e. Automobile Liability-- | |
| 1) Bodily Injury: | |
| a) Each Accident | N/A |
| 2) Property Damage: | |
| a) Each Accident | N/A |
| [or] | |
| 1) Combined Single Limit (Bodily Injury and Property Damage) | |
| a) Each Accident | \$1,000,000 |
| f. Other (Specify): | |
| a) Professional Liability | \$1,000,000 |

2. By OWNER:

- | | Statutory |
|---|-----------|
| a. Worker's Compensation: | |
| b. Employer's Liability-- | |
| 1) Each Accident | \$ _____ |
| 2) Disease, Policy Limit | \$ _____ |
| 3) Disease, Each Employee | \$ _____ |
| c. General Liability-- | |
| 1) General Aggregate: | \$ _____ |
| 2) Each Occurrence (Bodily Injury and Property Damage): | \$ _____ |
| d. Excess Umbrella Liability-- | |
| 1) Each Occurrence | \$ _____ |
| 2) General Aggregate: | \$ _____ |
| e. Automobile Liability-- | |
| 1) Bodily Injury: | |
| a) Each Accident | \$ _____ |
| 2) Property Damage: | |
| b) Each Accident | \$ _____ |
| [or] | |
| 1) Combined Single Limit (Bodily Injury and Property Damage): | |
| a) Each Accident | \$ _____ |
| f. Other (Specify): | |
| _____ | \$ _____ |

B. *Additional Insureds*

1. The following persons or entities are to be listed on OWNER's policies of insurance as additional insureds as provided in paragraph 6.05.B:

- a. _____
ENGINEER
- b. _____
ENGINEER'S CONSULTANT
- c. _____
ENGINEER'S CONSULTANT

This is **APPENDIX 2 to EXHIBIT C**, consisting of 1 page, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services
dated _____, 20__.

Initial:
OWNER _____
ENGINEER _____

Standard Hourly Rates Schedule

Current agreements for engineering services stipulate that the standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services performed on the date of the Agreement are:

APPENDIX I

Engineer's Standard Hourly Rates

2016

Senior Engineer.....	\$175.00/Hr.
Project Engineer.....	\$150.00/Hr.
Junior Engineer.....	\$125.00/Hr.
Graduate Engineer / Engineering Intern.....	\$105.00/Hr.
Senior AutoCad Technician.....	\$105.00/Hr.
AutoCad Technician.....	\$ 90.00/Hr.
Senior Resident Project Representative.....	\$ 95.00/Hr.
Resident Project Representative.....	\$ 85.00/Hr.
Field Crew.....	\$175.00/Hr.
Administrative.....	\$ 45.00/Hr.



City of Hattiesburg, MS

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

Master

File Number: 2016-2855

File ID: 2016-2855

Type: Regular Agenda Item

Status: Approved

Version: 2

Reference:

In Control: City Council

File Created: 08/08/2016

Brief Title: Approve Right of Entry license agreement with Illinois Central Railroad

Final Action: 08/16/2016

Minute Book Number: MB2016-210-211

Title:

Approve and authorize Mayor to execute, in duplicate, a right of entry license agreement between the City of Hattiesburg and the Illinois Central Railroad Company for a sidewalk project along Buschman Street.

Notes: Amendment per Lamar per conversation in Council office 8-12-16 (DKB).

Sponsors:

Enactment Date:

Attachments: Right of Entry Agreement-Illinois Central RR,
executed Right of Entry Agreement-Illinois Central
RR

Enactment Number:

Contact:

Meeting Date: 08/16/2016

Drafter: Marie Harris

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council - Amendments to the Agenda	08/15/2016					
1	City Council	08/16/2016	Approve and Authorize				Pass
Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Naylor to Approve and authorize Mayor to execute, in duplicate, a right of entry license agreement between the City of Hattiesburg and the Illinois Central Railroad Company for a sidewalk project along Buschman Street.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							

Text of Legislative File 2016-2855

Title

Approve and authorize Mayor to execute, in duplicate, a right of entry license agreement between the City of Hattiesburg and the Illinois Central Railroad Company for a sidewalk project along Buschman Street.

Summary

Approve and authorize Mayor to execute, in duplicate, a right of entry license agreement between the City of Hattiesburg and the Illinois Central Railroad Company for a sidewalk project along Buschman Street.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

IMPORTANT NOTICE

CORPORATIONS

License must be signed by the President or a Vice President of the Corporation or Company, or be accompanied by a certified resolution of the Board of Directors authorizing execution by a lesser official.

PARTNERSHIP

License must be signed by all of the partners.

MUNICIPALITIES OR GOVERNMENTAL AGENCIES

License must be accompanied by a certified resolution authorizing the official signing the License to execute on behalf of the Governmental Body. The resolution should not be certified by the same official who executed the License.

RIGHT OF ENTRY LICENSE AGREEMENT

Illinois Central Railroad Company (hereinafter called Railroad Company) hereby grants pursuant to this Right of Entry License Agreement (hereinafter called License) to _____, (hereinafter called Licensee) license and permission, at Licensee's sole cost, risk and expense, to enter Railroad Company's property in the vicinity of _____, Railroad Milepost _____, Subdivision for purposes related to _____ near _____, _____ on, over and near Railroad Company's tracks and right-of-way, as generally shown on Location Exhibit A, attached hereto and made a part hereof.

Licensee shall pay to Railroad Company upon execution of this License the sum of **\$750.00** for the privileges granted by this License. The aforesaid sum is not refundable in the event Licensee elects not to enter upon Railroad Company's property or in the event Railroad Company elects to terminate this License for any reason whatsoever.

Licensee shall not enter Railroad Company's premises for the purpose as set forth above without having first given Railroad Company's Engineering Manager or their authorized representative at least five (5) working days advance notice of the date Licensee plans to commence the work.

Railroad Company shall have the right, but not the duty, to require Licensee to furnish detailed plans prior to entry upon the premises and to view and inspect any activity or work on or above Railroad Company's property. If in the sole opinion of the authorized representative of Railroad Company any said activity or work is undesirable for any reason, Railroad Company shall have the right to terminate this License at once.

Railroad Company shall have the right, but not the duty, to restrict Licensee's activity on Railroad Company's property in any way that Railroad Company may, in its sole opinion, deem necessary from time to time and shall also have the right, but not the duty, to require Licensee to adopt and take any safety precautions that Railroad Company may, in its sole opinion, deem necessary from time to time. No work shall be performed or equipment located within twenty-five feet (25') of the centerline of the nearest railroad track without the expressed permission of Railroad Company's Engineering Manager or their duly authorized representative and then only when either the track has been removed from service or Railroad Company flag protection is provided.

Railroad Company may, at Licensee's sole cost, risk and expense, furnish whatever protective services it considers necessary, including, but not limited to, flag protection, and inspectors.

Licensee shall at all times conduct its work in accordance with any and all "Special Provisions" which may be appended hereto which, by reference hereto, are hereby made a part hereof.

AS A CONSIDERATION AND AS A CONDITION, WITHOUT WHICH THIS LICENSE WOULD NOT HAVE BEEN GRANTED, LICENSEE AGREES TO THE EXTENT LEGALLY PROVIDED IN STATE STATUTE, TO INDEMNIFY AND SAVE HARMLESS RAILROAD COMPANY, ITS PARENTS, AFFILIATES, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS AND TO ASSUME ALL LIABILITY FOR DEATH OR INJURY TO ANY PERSONS, INCLUDING, BUT NOT LIMITED TO, OFFICERS, EMPLOYEES, AGENTS, PATRONS AND LICENSEES OF THE PARTIES HERETO, AND FOR ALL LOSS, DAMAGE OR INJURY TO ANY PROPERTY, INCLUDING, BUT NOT LIMITED TO, THAT BELONGING TO THE PARTIES HERETO, TOGETHER WITH ALL EXPENSES,

ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY RAILROAD COMPANY, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS HEREBY CONFERRED, IN ANY MANNER OR DEGREE CAUSED BY, ATTRIBUTABLE TO OR RESULTING FROM THE EXERCISE OF THE RIGHTS HEREIN GRANTED, OR THE FAILURE OF LICENSEE TO CONFORM TO CONDITIONS OF THIS LICENSE, WORK PERFORMED BY RAILROAD COMPANY FOR LICENSEE UNDER THE TERMS OF THIS LICENSE OR THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION OR REMOVAL OF ANY STRUCTURE INCIDENT THERETO, OR FROM ANY ACTIVITY CONDUCTED ON OR OCCURRENCE ORIGINATING ON THE AREA COVERED BY THIS LICENSE, REGARDLESS OF ANY NEGLIGENCE OF RAILROAD COMPANY, ITS OFFICERS, EMPLOYEES AND AGENTS. SAID LICENSEE AGREES ALSO TO RELEASE, INDEMNIFY AND SAVE HARMLESS RAILROAD COMPANY, ITS OFFICERS, EMPLOYEES AND AGENTS FROM ALL LIABILITY TO LICENSEE, ITS OFFICERS, EMPLOYEES, AGENTS OR PATRONS, RESULTING FROM RAILROAD OPERATIONS AT OR NEAR THE AREA IN WHICH LICENSE IS TO BE EXERCISED, WHETHER OR NOT THE DEATH, INJURY OR DAMAGE RESULTING THEREFROM MAY BE DUE TO WHOLE OR IN PART TO THE NEGLIGENCE OF RAILROAD COMPANY, ITS OFFICERS, EMPLOYEES OR AGENTS. AT THE ELECTION OF RAILROAD COMPANY, LICENSEE, UPON NOTICE TO THAT EFFECT, SHALL ASSUME OR JOIN IN THE DEFENSE OF ANY CLAIM BASED UPON ALLEGATIONS PURPORTING TO BRING SAID CLAIM WITHIN THE COVERAGE OF THIS SECTION.

Before commencing work and until this License shall be terminated, Licensee shall provide and maintain the following insurance in form and amount with companies satisfactory to and as approved by Railroad Company.

- a. Statutory Workers Compensation and Employer's Liability insurance.
- b. Automobile Liability in an amount not less than \$1,000,000 combined single limit.
- c. Commercial General Liability (occurrence form) in an amount not less than \$5,000,000 per occurrence, with an aggregate limit of not less than \$10,000,000. The Policy must name Railroad Company and its Parents as additional insureds in the following form:

Illinois Central Railroad Company and its Parents
17641 South Ashland Avenue
Homewood, IL 60430

Certificate Holder:

Illinois Central Railroad Company and its Parents
c/o CN Insurance Department
935 de La Gauchetiere St W
Montreal, Quebec
H3B 2M9, Canada

If the commercial general liability policy required herein contains any exclusions related to doing business or undertaking construction or demolition on, near, or adjacent to railroad facilities; such exclusion must be removed through issuance of endorsement CG 24 17, or a similar endorsement approved by Railroad Company in its sole discretion prior to the commencement of work hereunder.

- d. In the event the privileges provided herein to Licensee involve any work that could result in the discharge, spillage, disposal, release or escape of any Hazardous Material or petroleum product onto the Railroad Company's property, Licensee shall purchase and maintain in effect at all times during the term of this License a Contractor's Pollution Liability policy in an amount not less than two million dollars (\$2,000,000) combined single limit (and with a deductible not to exceed \$50,000) insuring Railroad against any and all damages, costs, liabilities and expenses resulting from on- or off-site bodily injury (including death to any person), on or off-site loss, damage or destruction of property (including that belonging to the parties hereto), and on-or off-site cleanup costs (including expenses incurred in the investigation, removal, remediation, neutralization, or immobilization of contaminated soils, surface water, groundwater or any other contamination) growing out of or incidental to any discharge, spillage, disposal, release, or escape of any Hazardous Material or petroleum product arising therefrom. For purposes of this Agreement, the term "Hazardous Material" shall include, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601, et seq.), similar laws or ordinances enacted by any state, county or municipality in which the Property is located, or in the regulations adopted and publications promulgated pursuant to any of the above, as such laws or regulations now exist or may exist in the future.

Licensee is required to advise Railroad Company by thirty (30) day advance written notice when any work to be performed under this License may require Pollution Liability Insurance pursuant to the previous paragraph.

Before commencing work, Licensee shall deliver to Railroad Company a certificate of insurance evidencing the foregoing coverage, and upon request, Licensee shall deliver a certified, true and complete copy of the policy or policies at its sole cost and expense. The policies shall provide for not less than thirty (30) days prior written notice to Railroad Company of cancellation of or any material change in, the policies, and shall contain the waiver of right of subrogation.

It is understood and agreed that the foregoing insurance coverage is not intended to, and shall not, relieve Licensee from or serve to limit Licensee's liability under the indemnity provisions of this License or any applicable agreement.

It is further understood and agreed that, so long as this License shall remain in force or until the Licensee's work is complete and Licensee shall have vacated the Railroad Company's property (whichever shall be later), Railroad Company shall have the right, from time to time, to revise the amount or form of insurance coverage provided as circumstances or changing economic conditions may require. Railroad Company shall give Licensee written notice of any such requested change at least thirty (30) days prior to the date of expiration of the then existing policy or policies; and Licensee agrees to, and shall, thereupon provide Railroad Company with certificates reflecting such revised policy or policies thereof.

If a contractor is to be employed by Licensee, then, before any work is commenced hereunder, Licensee shall establish, to the reasonable satisfaction of Railroad Company, that either (i) the contractor has in place insurance policies covering its own work that comply with

the required insurance coverages, limits and terms applicable to Licensee, or (ii) the contractor is fully covered under Licensee's insurance policies.

Railroad Company's exercise or failure to exercise any rights under this License shall not relieve Licensee of any responsibility under this License, including, but not limited to, the obligation to indemnify Railroad Company as herein provided.

Cost and expense for work performed by Railroad Company, as referred to in this License, shall consist of the actual cost of labor, materials, equipment and other plus Railroad Company's standard additives in effect at the time the work is performed.

This License is revocable at the option and discretion of Railroad Company upon notice to Licensee, and shall not be transferred or assigned. Unless sooner revoked by Railroad Company, extended at request of Licensee and granted by Railroad Company in writing, or relinquished by act of Licensee, this License shall terminate on _____ .

Upon termination of this License, Licensee shall remove all of its property, leaving Railroad Company's premises in a neat and safe condition satisfactory to Railroad Company's Engineering Manager or their authorized representative, failing which Railroad Company may remove said materials from its premises at Licensee's sole cost, risk and expense, or at its option, may deem such property as abandoned and henceforth owned by Railroad Company, with no compensation for Licensee whatsoever.

ILLINOIS CENTRAL RAILROAD COMPANY

By: _____

John W. Dinning

Title: Manager of Public Works

ACCEPTED:

By: _____

Print Name: _____

Title: _____

SPECIAL PROVISIONS

RELATIVE TO FLAGGING AND OTHER PROTECTION OF RAILROAD COMPANY TRAFFIC AND FACILITIES DURING CONSTRUCTION ADJACENT AND ABOVE, ON OR ACROSS, THE PROPERTY OF, OR ON, ABOVE AND BENEATH THE TRACKS OF THE ILLINOIS CENTRAL RAILROAD COMPANY

The Licensee shall, before entering upon the property of Railroad Company for performance of any work, secure a fully executed right of entry license from Railroad Company's Engineering Manager or their authorized representative for the occupancy and use of Railroad Company's property. Licensee shall confer with Railroad Company relative to requirements for railroad clearances, operation and general safety regulations.

Prior to any entry onto Railroad Company's property, employees and/or contractor(s) of Licensee doing work shall determine by the guidelines hereinafter provided and by the work to be performed the level of safety training to be required.

All employees and/or contractor(s) of Licensee not hired by Railroad Company that will work on CN property are required to have minimum www.contractororientation.com.

- a. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.
2. All employees and/or contractor(s) of Licensee hired by Railroad Company which will work on Railroad Company property are required to have minimum CN Safety and Security Awareness training, in addition to undergoing a background check. This training and background check must be obtained through the eRailSafe.com website. If not done before, the contractor must contact e-RailSafe at 855-383-7434 to be issued either a vendor number or issued instructions on obtaining a non Railroad contractor vendor number prior to accessing the noted website. Minimum information required of the Licensee and/or their contractor when contacting e-RailSafe is Name, Address, Telephone, Contact Person for State Projects, DOT Contract Number, and the AAR/DOT Number. This training is good for a period of two years.
 - a. EXCEPTION: Railroad Company has exempted those employees of contractors providing paving services at a road crossing under construction or repair from this requirement.
 - b. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

All employees and/or contractor(s) of Licensee hired by Railroad Company, whose duties include and who are engaged in the inspection, construction, maintenance, or repair of railroad track, bridges, roadway, signal and communication systems, roadway facilities, or roadway machinery that will work foul of or have the potential to foul a live track are considered Roadway Workers under FRA regulations and CN Policy. They must complete the On-Track Safety Training course approved by Railroad Company and provided by R.R. Safety – AMR, P.O. Box 75, Lomira, WI 53048, telephone (920) 517-1677, email rrsafetytraining@yahoo.com. This training must be repeated at least once each calendar year.

- a. EXCEPTION: Railroad Company has exempted those employees of contractors providing paving services at a road crossing under construction or repair from this requirement.
- b. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.
- c. All the employees and/or contractor(s) of Licensee who will operate on-track machinery or those who will provide protection for other employees and/or contractor(s) of Licensee must also be trained on CN US Operating Rules pertaining to their duties. They must take and pass the required examination. This training is good for a period of two years.
- d. "Potential to foul a live track" is considered, at a minimum, to be working within twenty-five feet of the track; or as otherwise to be determined by CN Design & Construction Department.

The employees, contractor(s) , and/or agents of the Licensee and/or its contractor shall qualify for, and make available for inspection to Railroad Company's employees or other authorized personnel at all times while on Railroad Company property, a photo identification issued by www.e-railsafe.com, along with at least one other government-issued form of identification. Licensee and/or their contractor shall bear all costs of compliance with the requirements of this Section. Railroad Company reserves the right to bar any of employees or agents of Licensee and/or their contractor from Railroad Company's property at any time for any reason.

Licensee and/or any contractor engaged on their behalf, shall at all times conduct work in a manner satisfactory to the Engineering Manager of Railroad Company, or their authorized representative, and shall exercise care so as to not damage the property of Railroad Company, or that belonging to any other grantees, licensees, permittees or tenants of Railroad Company, or to interfere with railroad operations.

Engineering Manager of Railroad Company, or their authorized representative, will at all times have jurisdiction over the safety of railroad operations., The decision of the Engineering Manager or their authorized representative as to procedures which may affect the safety of railroad operations shall be final, and Licensee and/or their contractor shall be governed by such decision.

All work shall be conducted in such a manner as will assure the safety of Railroad Company. Railroad Company's authorized representative shall have the right, but not the duty, to require certain procedures to be used or to supervise the work on Railroad Company's property.

Should any damage occur to Railroad Company property as a result of the authorized or unauthorized operations of Licensee and/or their contractor and Railroad Company deems it necessary to repair such damage or perform any work for the protection of its property or operations, the Licensee and/or their contractor, as the case may be, shall promptly reimburse Railroad Company for the actual cost of such repairs or work. For the purpose of these Special Provisions, actual cost shall be deemed to include the direct cost of any labor, materials, equipment, or contract expense plus Railroad Company's current standard additives in each instance.

If the work requires the construction of a temporary grade crossing across the track(s) of Railroad Company, Licensee and/or their contractor shall make the necessary arrangements

and execute Railroad Company's temporary grade crossing agreement for the construction, protection, maintenance, and later removal of such temporary grade crossing. The cost of such temporary grade crossing construction and later removal shall be prepaid to Railroad Company. Additional costs for repairs, maintenance or protection will be paid within thirty (30) days upon receipt of bill(s) therefor.

Licensee and/or their contractor shall at no time cross Railroad Company's property or tracks with vehicles or equipment of any kind or character, except at such temporary grade crossing as may be constructed as outlined herein, or at any existing and open public grade crossing. Operation over such crossing shall be at the direction and method of Railroad Company's Engineering Manager or their authorized representative.

Railroad Company may, at Licensee's and/or their contractor's sole cost, risk and expense, furnish whatever protective services it considers necessary, including, but not limited to, flagger(s), inspector(s), and stand-by personnel. Flagging protection, inspection services, or standby personnel required by Railroad Company for the safety of railroad operations because of work being conducted by Licensee and/or their contractor, or in connection therewith, will be provided by Railroad Company and the cost of Licensee and shall be prepaid to Railroad Company by Licensee and/or their contractor. Flagging protection, inspection services, or standby personnel, necessary or provided in excess of prepayment amounts will be billed at the proper rates and will be promptly paid by overnight delivery.

In the event Railroad Company is unable to furnish protective services at the desired time or on the desired date(s), or if Licensee's prepayment for such services is exhausted and not replenished by Licensee and/or their contractor, Licensee and/or their contractor shall not perform any work on Railroad Company's property until such time and date(s) that appropriate Railroad Company services can be made available and/or appropriate prepayment is received. It is understood that Railroad Company shall not be liable for any delay or increased costs incurred by Licensee and/or their contractor owing to Railroad Company's inability or failure to have appropriate protective services available at the time or on the date requested.

Licensee and/or their contractor shall request and secure flagging protection by written notice to Railroad Company using CN's "Request for Flagging Services" form. This form must be submitted at least ten (10) working days in advance of proposed performance of any work or access to Railroad Company's property.

Flagging protection will be required during any operation involving direct and potential interference with Railroad Company's tracks or traffic. This may include but is not limited to fouling of railroad operating clearances, reasonable proximity of accidental hazard to railroad traffic, work within twenty-five (25) feet horizontally of the nearest centerline of any railroad track, any work over any railroad track, or in any other condition that Railroad Company deems protective services necessary, which may include work on or off Railroad Company's property more than twenty-five (25) feet from the nearest centerline of any railroad track, such as any equipment extension (including but not limited to a crane boom) that will reach or has the potential to reach within twenty-five (25) feet of any track.

Licensee and/or their contractor shall request, prepay, and secure Railroad Company signal facility locates by written notice to Railroad Company along with submission of CN's "Request for Flagging Services" form at least ten (10) working days in advance of proposed performance of any work or access to Railroad Company property. Notice to Railroad Company does not fulfill or satisfy any other notification requirements for utility locates for non-railroad facilities.

Railroad Company may require that prior to digging, trenching, or boring activities on or near Railroad Company property, or beneath any railroad track, an on-site meeting be

conducted with Railroad Company's Signal Department representative. No digging, trenching or boring activities shall be conducted in the proximity of any known buried Railroad Company signal cables without Railroad Company's Signal Department representative being present.

The rate of pay for Railroad Company employees will be the prevailing hourly rate for not less than eight (8) hours for the class of labor at regular rates during regularly assigned work hours, and at overtime rates outside of regular hours and in accordance with Labor Agreements or Schedules plus Railroad Company's current standard additives in each instance.

Wage rates are subject to change, at any time, by law or agreement between Railroad Company and employees, and may be retroactive because of negotiations or a ruling by an authorized Governmental Agent. If the wage rates are changed, Licensee and/or their contractor shall pay on the basis of the new rates and/or additives.

No digging, trenching, or boring on Railroad Company property shall be conducted without Railroad Company's written approval of the plans that were furnished to Railroad Company's Engineering Manager at least thirty (30) in advance of the excavation.

The following temporary clearances are the minimum that must be maintained at all times during any operation on or adjacent to Railroad Company property:

Vertical: 22'-0" (7.00 m) above top of highest rail within 12'-0" (3.81 m) of the centerline of any track

Horizontal: 12'-0" (3.81 m) from centerline of the nearest track, measured at right angles thereto

If lesser clearances than the above are required for any part of the work, Licensee and/or their contractor shall secure written authorization from Railroad Company's Engineering Manager for such lesser clearances in advance of the start of that portion of the work.

No materials, supplies, or equipment will be stored within twenty-five (25) feet from the centerline of any railroad track, measured at right angles thereto.

Licensee and/or their contractor will be required upon the completion of the work to remove from within the limits of Railroad Company's property all machinery, equipment, surplus materials, false work, rubbish or temporary buildings, and to leave said property in a condition satisfactory to the Engineering Manager of Railroad Company or their authorized representative.

Nothing in these Special Provisions shall be construed to place any responsibility on Railroad Company for the quality or conduct of the work performed by Licensee and/or their contractor hereunder. Any approval given or supervision exercised by Railroad Company hereunder, or failure of Railroad Company to object to any work done, material used, or method of operation shall not be construed to relieve Licensee and/or their contractor of any obligations pursuant hereto or under the License these Special Provisions are appended to.

Accepted: _____

Print Name: _____

REQUIREMENTS REGARDING FLAGGING AND CABLE LOCATION FOR CONSTRUCTION ON CN

(Hereinafter called "Railroad")
(Revised: Effective March 4, 2015)

NOTE: Flagging and/or Cable Locate fees may apply

A utility or contractor shall not commence, or carry on, any work for installation, maintenance, repair, changing or renewal of any FACILITY, under, over or on RAILROAD property at any location without giving notice to the RAILROAD authorized representative at the RAILROAD's office located at Flat Rock, Michigan, Phone (734) 783-4533; and if, in the opinion of the RAILROAD the presence of an authorized representative of the RAILROAD is required to supervise the same, the RAILROAD shall render bills to the utility or contractor for all expenses incurred by it for such supervision. This includes all labor costs for flagmen or cable locate supplied by the RAILROAD to protect RAILROAD operation, and for the full cost of furnishing, installation and later removal of any temporary supports for said tracks, as the RAILROAD's Chief Engineer's Office may deem necessary.

A flagman is required anytime a utility or contractor does any work on or near RAILROAD property within twenty-five (25) feet horizontally of the centerline or any work over any railroad track. The RAILROAD, however, also reserves the right to require a flagman for work on RAILROAD property, which is more than twenty-five (25) feet from the centerline of a railroad track when there are other conditions, or considerations that would dictate the need for a flagman to safeguard the RAILROAD's operations, property and safety of working personnel.

A cable locate of RAILROAD owned facilities may be required to identify and protect Signal & Communication cables that have been installed to provide power, signal control, and wayside communications. These cables are vital to a safe and reliable railway operation. The cable locate will be performed by a qualified RAILROAD employee.

Cost for a cable locate is \$250.00, which is to be prepaid by check before installation is to begin.

Outside contractors are prohibited from driving on, along, or across any track that does not have a CN installed crossing. They may utilize an existing public crossing. The practice of allowing rubber tired equipment to operate over track with no crossing has been banned.

Exceptions to this rule will require the express approval from CN Engineering.

Prior to any project being started, the RAILROAD requires a "Request for Flagging Services" form to be completed and submitted; including check for prepayment based on the number of days and hours flagman protection will be required.

Request for Flagging Services and Cable Location

Southern Region

Inquiries may be directed to:

Mary Ellen Carmody
US -Audit Officer CN
24002 Vreeland Road
Flat Rock, MI 48134
(734) 783-4533
maryellen.carmody@cn.ca

Date submitted: _____

I : _____ with : _____, am requesting that flagging
 (Name) (Company Name)

protection be provided for _____. Is this a continuation of an existing project? Yes ☐ No ☐
 (Project Name)

All blanks below must be completely filled in before any flagman request will be honored.

Project Location: _____

RR milepost _____ Street/Intersection: _____

Right of Entry/License/Permit No.: _____ Dated: _____ Railroad: _____

**** You must have an agreement with CN railroad subsidiary, such as a Right of Entry, Permit or Formal Agreement and proof of insurance. You must have flagman protection before you can enter the property.**

Contractor's Contact Person: _____ Phone: _____

Anticipated # of Days Protection is needed : _____ Specific Dates Flagging needed: _____,

_____, _____, _____, _____, _____, _____, _____, _____

Project Starting time: _____ Anticipated Ending Time: _____ Anticipated # Hours per Day: _____ hrs.*

* Flagmen start and end time may vary based on type of protection required.

Location for flagman to report: _____

Description of work to be performed _____

_____ Railroad Cable Locate Required? Yes ☐ No ☐

A prepayment check MUST be sent and received at the address shown at the top of this page before flagman protection will be scheduled. The amount of prepayment is based on the number of days and hours flagman protection is required. The base rate per day for flagman protection is \$1,300.00 for 10 hours, this includes 2 overtime hours to set flags. Additional overtime hours will be billed at the rate of \$150.00 per hour. Weekend and Holidays should be prepaid at the overtime rate of \$150.00 per hour or \$1,500.00 for 10 hours. Any Prepayment for overtime hours not used will be refunded. Cost for cable locate is \$250.00, and must be prepaid as well before installation begins. Separate checks should be sent for cable locate and flagging protection. Checks should be made payable to the railroad subsidiary listed on your Right of Entry, Permit or Formal Agreement.

A Prepayment check and Proof of Insurance MUST accompany this form and be received prior to the beginning of this project. Flagman will be provided at your cost, depending on availability, within five (5) business days.

If the project runs longer than originally anticipated, MaryEllen Carmody must be contacted by email and an additional check must be submitted before work can resume. Rates are Effective August 1st 2013. New form address effective March 4, 2015.

****ALL blanks must be completely filled****

Billing Information:

Company Name: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Company Phone: _____ Company Fax: _____ E-Mail: _____
 (REQUIRED)

I agree to pay for flagging services as requested: _____

• (SIGN AND PRINT NAME)

Attach a map and location information and mail this form with prepayment and proof of insurance to Mary Ellen Carmody at the above address.

EXHIBIT A

IMPORTANT NOTICE

CORPORATIONS

License must be signed by the President or a Vice President of the Corporation or Company, or be accompanied by a certified resolution of the Board of Directors authorizing execution by a lesser official.

PARTNERSHIP

License must be signed by all of the partners.

MUNICIPALITIES OR GOVERNMENTAL AGENCIES

License must be accompanied by a certified resolution authorizing the official signing the License to execute on behalf of the Governmental Body. The resolution should not be certified by the same official who executed the License.

RIGHT OF ENTRY LICENSE AGREEMENT

Illinois Central Railroad Company (hereinafter called Railroad Company) hereby grants pursuant to this Right of Entry License Agreement (hereinafter called License) to _____, (hereinafter called Licensee) license and permission, at Licensee's sole cost, risk and expense, to enter Railroad Company's property in the vicinity of _____, Railroad Milepost _____, Subdivision for purposes related to _____ near _____, _____ on, over and near Railroad Company's tracks and right-of-way, as generally shown on Location Exhibit A, attached hereto and made a part hereof.

Licensee shall pay to Railroad Company upon execution of this License the sum of **\$750.00** for the privileges granted by this License. The aforesaid sum is not refundable in the event Licensee elects not to enter upon Railroad Company's property or in the event Railroad Company elects to terminate this License for any reason whatsoever.

Licensee shall not enter Railroad Company's premises for the purpose as set forth above without having first given Railroad Company's Engineering Manager or their authorized representative at least five (5) working days advance notice of the date Licensee plans to commence the work.

Railroad Company shall have the right, but not the duty, to require Licensee to furnish detailed plans prior to entry upon the premises and to view and inspect any activity or work on or above Railroad Company's property. If in the sole opinion of the authorized representative of Railroad Company any said activity or work is undesirable for any reason, Railroad Company shall have the right to terminate this License at once.

Railroad Company shall have the right, but not the duty, to restrict Licensee's activity on Railroad Company's property in any way that Railroad Company may, in its sole opinion, deem necessary from time to time and shall also have the right, but not the duty, to require Licensee to adopt and take any safety precautions that Railroad Company may, in its sole opinion, deem necessary from time to time. No work shall be performed or equipment located within twenty-five feet (25') of the centerline of the nearest railroad track without the expressed permission of Railroad Company's Engineering Manager or their duly authorized representative and then only when either the track has been removed from service or Railroad Company flag protection is provided.

Railroad Company may, at Licensee's sole cost, risk and expense, furnish whatever protective services it considers necessary, including, but not limited to, flag protection, and inspectors.

Licensee shall at all times conduct its work in accordance with any and all "Special Provisions" which may be appended hereto which, by reference hereto, are hereby made a part hereof.

AS A CONSIDERATION AND AS A CONDITION, WITHOUT WHICH THIS LICENSE WOULD NOT HAVE BEEN GRANTED, LICENSEE AGREES TO THE EXTENT LEGALLY PROVIDED IN STATE STATUTE, TO INDEMNIFY AND SAVE HARMLESS RAILROAD COMPANY, ITS PARENTS, AFFILIATES, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS AND TO ASSUME ALL LIABILITY FOR DEATH OR INJURY TO ANY PERSONS, INCLUDING, BUT NOT LIMITED TO, OFFICERS, EMPLOYEES, AGENTS, PATRONS AND LICENSEES OF THE PARTIES HERETO, AND FOR ALL LOSS, DAMAGE OR INJURY TO ANY PROPERTY, INCLUDING, BUT NOT LIMITED TO, THAT BELONGING TO THE PARTIES HERETO, TOGETHER WITH ALL EXPENSES,

ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY RAILROAD COMPANY, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS HEREBY CONFERRED, IN ANY MANNER OR DEGREE CAUSED BY, ATTRIBUTABLE TO OR RESULTING FROM THE EXERCISE OF THE RIGHTS HEREIN GRANTED, OR THE FAILURE OF LICENSEE TO CONFORM TO CONDITIONS OF THIS LICENSE, WORK PERFORMED BY RAILROAD COMPANY FOR LICENSEE UNDER THE TERMS OF THIS LICENSE OR THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION OR REMOVAL OF ANY STRUCTURE INCIDENT THERETO, OR FROM ANY ACTIVITY CONDUCTED ON OR OCCURRENCE ORIGINATING ON THE AREA COVERED BY THIS LICENSE, REGARDLESS OF ANY NEGLIGENCE OF RAILROAD COMPANY, ITS OFFICERS, EMPLOYEES AND AGENTS. SAID LICENSEE AGREES ALSO TO RELEASE, INDEMNIFY AND SAVE HARMLESS RAILROAD COMPANY, ITS OFFICERS, EMPLOYEES AND AGENTS FROM ALL LIABILITY TO LICENSEE, ITS OFFICERS, EMPLOYEES, AGENTS OR PATRONS, RESULTING FROM RAILROAD OPERATIONS AT OR NEAR THE AREA IN WHICH LICENSE IS TO BE EXERCISED, WHETHER OR NOT THE DEATH, INJURY OR DAMAGE RESULTING THEREFROM MAY BE DUE TO WHOLE OR IN PART TO THE NEGLIGENCE OF RAILROAD COMPANY, ITS OFFICERS, EMPLOYEES OR AGENTS. AT THE ELECTION OF RAILROAD COMPANY, LICENSEE, UPON NOTICE TO THAT EFFECT, SHALL ASSUME OR JOIN IN THE DEFENSE OF ANY CLAIM BASED UPON ALLEGATIONS PURPORTING TO BRING SAID CLAIM WITHIN THE COVERAGE OF THIS SECTION.

Before commencing work and until this License shall be terminated, Licensee shall provide and maintain the following insurance in form and amount with companies satisfactory to and as approved by Railroad Company.

- a. Statutory Workers Compensation and Employer's Liability insurance.
- b. Automobile Liability in an amount not less than \$1,000,000 combined single limit.
- c. Commercial General Liability (occurrence form) in an amount not less than \$5,000,000 per occurrence, with an aggregate limit of not less than \$10,000,000. The Policy must name Railroad Company and its Parents as additional insureds in the following form:

Illinois Central Railroad Company and its Parents
17641 South Ashland Avenue
Homewood, IL 60430

Certificate Holder:

Illinois Central Railroad Company and its Parents
c/o CN Insurance Department
935 de La Gauchetiere St W
Montreal, Quebec
H3B 2M9, Canada

If the commercial general liability policy required herein contains any exclusions related to doing business or undertaking construction or demolition on, near, or adjacent to railroad facilities; such exclusion must be removed through issuance of endorsement CG 24 17, or a similar endorsement approved by Railroad Company in its sole discretion prior to the commencement of work hereunder.

- d. In the event the privileges provided herein to Licensee involve any work that could result in the discharge, spillage, disposal, release or escape of any Hazardous Material or petroleum product onto the Railroad Company's property, Licensee shall purchase and maintain in effect at all times during the term of this License a Contractor's Pollution Liability policy in an amount not less than two million dollars (\$2,000,000) combined single limit (and with a deductible not to exceed \$50,000) insuring Railroad against any and all damages, costs, liabilities and expenses resulting from on- or off-site bodily injury (including death to any person), on or off-site loss, damage or destruction of property (including that belonging to the parties hereto), and on-or off-site cleanup costs (including expenses incurred in the investigation, removal, remediation, neutralization, or immobilization of contaminated soils, surface water, groundwater or any other contamination) growing out of or incidental to any discharge, spillage, disposal, release, or escape of any Hazardous Material or petroleum product arising therefrom. For purposes of this Agreement, the term "Hazardous Material" shall include, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601, et seq.), similar laws or ordinances enacted by any state, county or municipality in which the Property is located, or in the regulations adopted and publications promulgated pursuant to any of the above, as such laws or regulations now exist or may exist in the future.

Licensee is required to advise Railroad Company by thirty (30) day advance written notice when any work to be performed under this License may require Pollution Liability Insurance pursuant to the previous paragraph.

Before commencing work, Licensee shall deliver to Railroad Company a certificate of insurance evidencing the foregoing coverage, and upon request, Licensee shall deliver a certified, true and complete copy of the policy or policies at its sole cost and expense. The policies shall provide for not less than thirty (30) days prior written notice to Railroad Company of cancellation of or any material change in, the policies, and shall contain the waiver of right of subrogation.

It is understood and agreed that the foregoing insurance coverage is not intended to, and shall not, relieve Licensee from or serve to limit Licensee's liability under the indemnity provisions of this License or any applicable agreement.

It is further understood and agreed that, so long as this License shall remain in force or until the Licensee's work is complete and Licensee shall have vacated the Railroad Company's property (whichever shall be later), Railroad Company shall have the right, from time to time, to revise the amount or form of insurance coverage provided as circumstances or changing economic conditions may require. Railroad Company shall give Licensee written notice of any such requested change at least thirty (30) days prior to the date of expiration of the then existing policy or policies; and Licensee agrees to, and shall, thereupon provide Railroad Company with certificates reflecting such revised policy or policies thereof.

If a contractor is to be employed by Licensee, then, before any work is commenced hereunder, Licensee shall establish, to the reasonable satisfaction of Railroad Company, that either (i) the contractor has in place insurance policies covering its own work that comply with

the required insurance coverages, limits and terms applicable to Licensee, or (ii) the contractor is fully covered under Licensee's insurance policies.

Railroad Company's exercise or failure to exercise any rights under this License shall not relieve Licensee of any responsibility under this License, including, but not limited to, the obligation to indemnify Railroad Company as herein provided.

Cost and expense for work performed by Railroad Company, as referred to in this License, shall consist of the actual cost of labor, materials, equipment and other plus Railroad Company's standard additives in effect at the time the work is performed.

This License is revocable at the option and discretion of Railroad Company upon notice to Licensee, and shall not be transferred or assigned. Unless sooner revoked by Railroad Company, extended at request of Licensee and granted by Railroad Company in writing, or relinquished by act of Licensee, this License shall terminate on _____.

Upon termination of this License, Licensee shall remove all of its property, leaving Railroad Company's premises in a neat and safe condition satisfactory to Railroad Company's Engineering Manager or their authorized representative, failing which Railroad Company may remove said materials from its premises at Licensee's sole cost, risk and expense, or at its option, may deem such property as abandoned and henceforth owned by Railroad Company, with no compensation for Licensee whatsoever.

ILLINOIS CENTRAL RAILROAD COMPANY

By: _____

John W. Dinning

Title: Manager of Public Works

ACCEPTED:

By: _____

Print Name: Johnny L. DuPre

Title: Mayor

SPECIAL PROVISIONS

RELATIVE TO FLAGGING AND OTHER PROTECTION OF RAILROAD COMPANY TRAFFIC AND FACILITIES DURING CONSTRUCTION ADJACENT AND ABOVE, ON OR ACROSS, THE PROPERTY OF, OR ON, ABOVE AND BENEATH THE TRACKS OF THE ILLINOIS CENTRAL RAILROAD COMPANY

The Licensee shall, before entering upon the property of Railroad Company for performance of any work, secure a fully executed right of entry license from Railroad Company's Engineering Manager or their authorized representative for the occupancy and use of Railroad Company's property. Licensee shall confer with Railroad Company relative to requirements for railroad clearances, operation and general safety regulations.

Prior to any entry onto Railroad Company's property, employees and/or contractor(s) of Licensee doing work shall determine by the guidelines hereinafter provided and by the work to be performed the level of safety training to be required.

All employees and/or contractor(s) of Licensee not hired by Railroad Company that will work on CN property are required to have minimum www.contractororientation.com.

- a. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.
2. All employees and/or contractor(s) of Licensee hired by Railroad Company which will work on Railroad Company property are required to have minimum CN Safety and Security Awareness training, in addition to undergoing a background check. This training and background check must be obtained through the eRailSafe.com website. If not done before, the contractor must contact e-RailSafe at 855-383-7434 to be issued either a vendor number or issued instructions on obtaining a non Railroad contractor vendor number prior to accessing the noted website. Minimum information required of the Licensee and/or their contractor when contacting e-RailSafe is Name, Address, Telephone, Contact Person for State Projects, DOT Contract Number, and the AAR/DOT Number. This training is good for a period of two years.
 - a. EXCEPTION: Railroad Company has exempted those employees of contractors providing paving services at a road crossing under construction or repair from this requirement.
 - b. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

All employees and/or contractor(s) of Licensee hired by Railroad Company, whose duties include and who are engaged in the inspection, construction, maintenance, or repair of railroad track, bridges, roadway, signal and communication systems, roadway facilities, or roadway machinery that will work foul of or have the potential to foul a live track are considered Roadway Workers under FRA regulations and CN Policy. They must complete the On-Track Safety Training course approved by Railroad Company and provided by R.R. Safety – AMR, P.O. Box 75, Lomira, WI 53048, telephone (920) 517-1677, email rrsafetytraining@yahoo.com. This training must be repeated at least once each calendar year.

- a. EXCEPTION: Railroad Company has exempted those employees of contractors providing paving services at a road crossing under construction or repair from this requirement.
- b. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.
- c. All the employees and/or contractor(s) of Licensee who will operate on-track machinery or those who will provide protection for other employees and/or contractor(s) of Licensee must also be trained on CN US Operating Rules pertaining to their duties. They must take and pass the required examination. This training is good for a period of two years.
- d. "Potential to foul a live track" is considered, at a minimum, to be working within twenty-five feet of the track; or as otherwise to be determined by CN Design & Construction Department.

The employees, contractor(s), and/or agents of the Licensee and/or its contractor shall qualify for, and make available for inspection to Railroad Company's employees or other authorized personnel at all times while on Railroad Company property, a photo identification issued by www.e-railsafe.com, along with at least one other government-issued form of identification. Licensee and/or their contractor shall bear all costs of compliance with the requirements of this Section. Railroad Company reserves the right to bar any of employees or agents of Licensee and/or their contractor from Railroad Company's property at any time for any reason.

Licensee and/or any contractor engaged on their behalf, shall at all times conduct work in a manner satisfactory to the Engineering Manager of Railroad Company, or their authorized representative, and shall exercise care so as to not damage the property of Railroad Company, or that belonging to any other grantees, licensees, permittees or tenants of Railroad Company, or to interfere with railroad operations.

Engineering Manager of Railroad Company, or their authorized representative, will at all times have jurisdiction over the safety of railroad operations. The decision of the Engineering Manager or their authorized representative as to procedures which may affect the safety of railroad operations shall be final, and Licensee and/or their contractor shall be governed by such decision.

All work shall be conducted in such a manner as will assure the safety of Railroad Company. Railroad Company's authorized representative shall have the right, but not the duty, to require certain procedures to be used or to supervise the work on Railroad Company's property.

Should any damage occur to Railroad Company property as a result of the authorized or unauthorized operations of Licensee and/or their contractor and Railroad Company deems it necessary to repair such damage or perform any work for the protection of its property or operations, the Licensee and/or their contractor, as the case may be, shall promptly reimburse Railroad Company for the actual cost of such repairs or work. For the purpose of these Special Provisions, actual cost shall be deemed to include the direct cost of any labor, materials, equipment, or contract expense plus Railroad Company's current standard additives in each instance.

If the work requires the construction of a temporary grade crossing across the track(s) of Railroad Company, Licensee and/or their contractor shall make the necessary arrangements

and execute Railroad Company's temporary grade crossing agreement for the construction, protection, maintenance, and later removal of such temporary grade crossing. The cost of such temporary grade crossing construction and later removal shall be prepaid to Railroad Company. Additional costs for repairs, maintenance or protection will be paid within thirty (30) days upon receipt of bill(s) therefor.

Licensee and/or their contractor shall at no time cross Railroad Company's property or tracks with vehicles or equipment of any kind or character, except at such temporary grade crossing as may be constructed as outlined herein, or at any existing and open public grade crossing. Operation over such crossing shall be at the direction and method of Railroad Company's Engineering Manager or their authorized representative.

Railroad Company may, at Licensee's and/or their contractor's sole cost, risk and expense, furnish whatever protective services it considers necessary, including, but not limited to, flagger(s), inspector(s), and stand-by personnel. Flagging protection, inspection services, or standby personnel required by Railroad Company for the safety of railroad operations because of work being conducted by Licensee and/or their contractor, or in connection therewith, will be provided by Railroad Company and the cost of Licensee and shall be prepaid to Railroad Company by Licensee and/or their contractor. Flagging protection, inspection services, or standby personnel, necessary or provided in excess of prepayment amounts will be billed at the proper rates and will be promptly paid by overnight delivery.

In the event Railroad Company is unable to furnish protective services at the desired time or on the desired date(s), or if Licensee's prepayment for such services is exhausted and not replenished by Licensee and/or their contractor, Licensee and/or their contractor shall not perform any work on Railroad Company's property until such time and date(s) that appropriate Railroad Company services can be made available and/or appropriate prepayment is received. It is understood that Railroad Company shall not be liable for any delay or increased costs incurred by Licensee and/or their contractor owing to Railroad Company's inability or failure to have appropriate protective services available at the time or on the date requested.

Licensee and/or their contractor shall request and secure flagging protection by written notice to Railroad Company using CN's "Request for Flagging Services" form. This form must be submitted at least ten (10) working days in advance of proposed performance of any work or access to Railroad Company's property.

Flagging protection will be required during any operation involving direct and potential interference with Railroad Company's tracks or traffic. This may include but is not limited to fouling of railroad operating clearances, reasonable proximity of accidental hazard to railroad traffic, work within twenty-five (25) feet horizontally of the nearest centerline of any railroad track, any work over any railroad track, or in any other condition that Railroad Company deems protective services necessary, which may include work on or off Railroad Company's property more than twenty-five (25) feet from the nearest centerline of any railroad track, such as any equipment extension (including but not limited to a crane boom) that will reach or has the potential to reach within twenty-five (25) feet of any track.

Licensee and/or their contractor shall request, prepay, and secure Railroad Company signal facility locates by written notice to Railroad Company along with submission of CN's "Request for Flagging Services" form at least ten (10) working days in advance of proposed performance of any work or access to Railroad Company property. Notice to Railroad Company does not fulfill or satisfy any other notification requirements for utility locates for non-railroad facilities.

Railroad Company may require that prior to digging, trenching, or boring activities on or near Railroad Company property, or beneath any railroad track, an on-site meeting be

conducted with Railroad Company's Signal Department representative. No digging, trenching or boring activities shall be conducted in the proximity of any known buried Railroad Company signal cables without Railroad Company's Signal Department representative being present.

The rate of pay for Railroad Company employees will be the prevailing hourly rate for not less than eight (8) hours for the class of labor at regular rates during regularly assigned work hours, and at overtime rates outside of regular hours and in accordance with Labor Agreements or Schedules plus Railroad Company's current standard additives in each instance.

Wage rates are subject to change, at any time, by law or agreement between Railroad Company and employees, and may be retroactive because of negotiations or a ruling by an authorized Governmental Agent. If the wage rates are changed, Licensee and/or their contractor shall pay on the basis of the new rates and/or additives.

No digging, trenching, or boring on Railroad Company property shall be conducted without Railroad Company's written approval of the plans that were furnished to Railroad Company's Engineering Manager at least thirty (30) in advance of the excavation.

The following temporary clearances are the minimum that must be maintained at all times during any operation on or adjacent to Railroad Company property:

Vertical: 22'-0" (7.00 m) above top of highest rail within 12'-0" (3.81 m) of the centerline of any track

Horizontal: 12'-0" (3.81 m) from centerline of the nearest track, measured at right angles thereto

If lesser clearances than the above are required for any part of the work, Licensee and/or their contractor shall secure written authorization from Railroad Company's Engineering Manager for such lesser clearances in advance of the start of that portion of the work.

No materials, supplies, or equipment will be stored within twenty-five (25) feet from the centerline of any railroad track, measured at right angles thereto.

Licensee and/or their contractor will be required upon the completion of the work to remove from within the limits of Railroad Company's property all machinery, equipment, surplus materials, false work, rubbish or temporary buildings, and to leave said property in a condition satisfactory to the Engineering Manager of Railroad Company or their authorized representative.

Nothing in these Special Provisions shall be construed to place any responsibility on Railroad Company for the quality or conduct of the work performed by Licensee and/or their contractor hereunder. Any approval given or supervision exercised by Railroad Company hereunder, or failure of Railroad Company to object to any work done, material used, or method of operation shall not be construed to relieve Licensee and/or their contractor of any obligations pursuant hereto or under the License these Special Provisions are appended to.

Accepted: _____

Print Name: Johnny L. DuPree

REQUIREMENTS REGARDING FLAGGING AND CABLE LOCATION FOR CONSTRUCTION ON CN

**(Hereinafter called "Railroad")
(Revised: Effective March 4, 2015)**

NOTE: Flagging and/or Cable Locate fees may apply

A utility or contractor shall not commence, or carry on, any work for installation, maintenance, repair, changing or renewal of any FACILITY, under, over or on RAILROAD property at any location without giving notice to the RAILROAD authorized representative at the RAILROAD's office located at Flat Rock, Michigan, Phone (734) 783-4533; and if, in the opinion of the RAILROAD the presence of an authorized representative of the RAILROAD is required to supervise the same, the RAILROAD shall render bills to the utility or contractor for all expenses incurred by it for such supervision. This includes all labor costs for flagmen or cable locate supplied by the RAILROAD to protect RAILROAD operation, and for the full cost of furnishing, installation and later removal of any temporary supports for said tracks, as the RAILROAD's Chief Engineer's Office may deem necessary.

A flagman is required anytime a utility or contractor does any work on or near RAILROAD property within twenty-five (25) feet horizontally of the centerline or any work over any railroad track. The RAILROAD, however, also reserves the right to require a flagman for work on RAILROAD property, which is more than twenty-five (25) feet from the centerline of a railroad track when there are other conditions, or considerations that would dictate the need for a flagman to safeguard the RAILROAD's operations, property and safety of working personnel.

A cable locate of RAILROAD owned facilities may be required to identify and protect Signal & Communication cables that have been installed to provide power, signal control, and wayside communications. These cables are vital to a safe and reliable railway operation. The cable locate will be performed by a qualified RAILROAD employee.

Cost for a cable locate is \$250.00, which is to be prepaid by check before installation is to begin.

Outside contractors are prohibited from driving on, along, or across any track that does not have a CN installed crossing. They may utilize an existing public crossing. The practice of allowing rubber tired equipment to operate over track with no crossing has been banned.

Exceptions to this rule will require the express approval from CN Engineering.

Prior to any project being started, the RAILROAD requires a "Request for Flagging Services" form to be completed and submitted; including check for prepayment based on the number of days and hours flagman protection will be required.

Request for Flagging Services and Cable Location Southern Region

Inquiries may be directed to:

Mary Ellen Carmody
US -Audit Officer CN
24002 Vreeland Road
Flat Rock, MI 48134
(734) 783-4533
maryellen.carmody@cn.ca

Date submitted: _____

I: _____ with: _____, am requesting that flagging
(Name) (Company Name)

protection be provided for _____ Is this a continuation of an existing project? Yes ☐ No ☐
(Project Name)

All blanks below must be completely filled in before any flagman request will be honored.

Project Location: _____

RR milepost _____ Street/Intersection: _____

Right of Entry/License/Permit No.: _____ Dated: _____ Railroad: _____

**** You must have an agreement with CN railroad subsidiary, such as a Right of Entry, Permit or Formal Agreement and proof of insurance. You must have flagman protection before you can enter the property.**

Contractor's Contact Person: _____ Phone: _____

Anticipated # of Days Protection is needed: _____ Specific Dates Flagging needed: _____

Project Starting time: _____ Anticipated Ending Time: _____ Anticipated # Hours per Day: _____ hrs.*

* Flagmen start and end time may vary based on type of protection required.

Location for flagman to report: _____

Description of work to be performed _____

_____ Railroad Cable Locate Required? Yes ☐ No ☐

A prepayment check **MUST** be sent and received at the address shown at the top of this page before flagman protection will be scheduled. The amount of prepayment is based on the number of days and hours flagman protection is required. The base rate per day for flagman protection is \$1,300.00 for 10 hours, this includes 2 overtime hours to set flags. Additional overtime hours will be billed at the rate of \$150.00 per hour. Weekend and Holidays should be prepaid at the overtime rate of \$150.00 per hour or \$1,500.00 for 10 hours. Any Prepayment for overtime hours not used will be refunded. Cost for cable locate is \$250.00, and must be prepaid as well before installation begins. Separate checks should be sent for cable locate and flagging protection. Checks should be made payable to the railroad subsidiary listed on your Right of Entry, Permit or Formal Agreement.

A Prepayment check and Proof of Insurance **MUST** accompany this form and be received prior to the beginning of this project. Flagman will be provided at your cost, depending on availability, within five (5) business days.

If the project runs longer than originally anticipated, MaryEllen Carmody must be contacted by email and an additional check must be submitted before work can resume. Rates are Effective August 1st 2013. New form address effective March 4, 2015.

****ALL blanks must be completely filled****

Billing Information:

Company Name: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Company Phone: _____ Company Fax: _____ E-Mail: _____ (REQUIRED)

I agree to pay for flagging services as requested: _____

(SIGN AND PRINT NAME)

Attach a map and location information and mail this form with prepayment and proof of insurance to Mary Ellen Carmody at the above address.

EXHIBIT A



City of Hattiesburg, MS

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

Master

File Number: 2016-2845

File ID: 2016-2845

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 08/03/2016

Brief Title: Housing Rehabilitation Grant Award - 414 Dumas Avenue

Final Action: 08/16/2016

Minute Book Number: MB2016-211

Title:

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Ollie Hill of 414 Dumas Avenue in an amount not to exceed \$50,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E).
{Entitlement}

Notes:

Sponsors:

Enactment Date:

Attachments: COHCDD Contractor & O. Hill 07.11.16, Grant Agreement - O. Hill (\$25K+) 07.11.16, executed
COHCDD Contractor & O. Hill 07.11.16, executed
Grant Agreement - O. Hill (\$25K+) 07.11.16

Enactment Number:

Contact:

Meeting Date: 08/16/2016

Drafter: Kevin Jordan

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/16/2016	Approve and Authorize				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Ollie Hill of 414 Dumas 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 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2016-2845

Title

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Ollie Hill of 414 Dumas Avenue in an amount not to exceed \$50,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 16th day of August, 2016 and between the City of Hattiesburg Community Development Division (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Ollie Hill of 414 Dumas Avenue, hereinafter called Owner, and _____, with its principal place of business located at _____, Hattiesburg, Mississippi _____, hereinafter called the Contractor.

WITNESSETH

1. **SCOPE OF WORK**

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings, work write-up (Exhibit 1), work agreement (Exhibit 2) and described in the specifications and other Contract Documents prepared for the **414 Dumas Avenue** Project by COHCD, said work to be performed on the structure(s)/property located at **414 Dumas Avenue**, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. **TIME OF COMPLETION**

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within ten (10) calendar days, as time is of the essence in the completion of this contract, after issuance of the Notice to Proceed, and it is to be completed within sixty (60) working days after the issuance of the Notice to Proceed. **One hundred dollars (\$100.00) per day, as liquidated damages, will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) working days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. **COMPENSATION**

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of _____ () subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/CHOCD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required

by the Contract Documents. The acceptance of the final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to **414 Dumas Avenue** for five (5) years. Homeowner agrees to occupy the rehabilitated home for five (5) years after rehabilitation activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the five (5) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2016.

Ollie Hill Date

Spouse's Signature Date

City of Hattiesburg, Mississippi

Contractor

By: _____
Johnny L. DuPree, Mayor

By: _____

Date: August 16, 2016

Date: _____

Attest: _____
City Clerk

Attest: _____

**CITY OF HATTIESBURG
HOUSING REHABILITATION (25K+)
GRANT AWARD AGREEMENT**

General Terms and Conditions

1. _____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. _____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. _____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary.
4. _____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
5. _____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
6. _____ I agree to attend Homeowner's Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.
7. _____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an elected official of the City of Hattiesburg nor an employee who is responsible for the administration, management and oversight of the program (Community Development Division Staff).
8. _____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **five (5)** years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
9. _____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **five (5)** year affordability period.
10. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **five (5)** year affordability period.
11. _____ I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.
12. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
13. _____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below I, **Ollie Hill of 414 Dumas Avenue**, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the _____ day of _____, 2016.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), Ollie Hill of 414 Dumas Avenue, is hereby awarded a Housing Rehabilitation Grant for General Construction costs in an amount not to exceed \$50,000 [excluding 10% allowance for change order/discovery repairs according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E)]. Lead and Asbestos activities have been contracted separately on this the 16th day of August, 2016.

City of Hattiesburg, Mississippi

Contractor

By: _____
Johnny L. DuPree, Mayor

By: _____

Date: August 16, 2016

Date: _____

Attest: _____
City Clerk

Attest: _____

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 16th day of August, 2016 and between the City of Hattiesburg Community Development Division (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Ollie Hill of 414 Dumas Avenue, hereinafter called Owner, and Millennium Construction (Christian Albert), with its principal place of business located at 3254 Mallett Road, D'Iberville, Mississippi 39540, hereinafter called the Contractor.

WITNESSETH

1. **SCOPE OF WORK**

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings, work write-up (Exhibit 1), work agreement (Exhibit 2) and described in the specifications and other Contract Documents prepared for the **414 Dumas Avenue** Project by COHCD, said work to be performed on the structure(s)/property located at **414 Dumas Avenue**, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. **TIME OF COMPLETION**

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within ten (10) calendar days, as time is of the essence in the completion of this contract, after issuance of the Notice to Proceed, and it is to be completed within sixty (60) working days after the issuance of the Notice to Proceed. **One hundred dollars (\$100.00) per day, as liquidated damages, will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) working days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. **COMPENSATION**

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of Forty-nine thousand nine hundred dollars and 00/100 (\$49,900.00) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/CHOCD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required

by the Contract Documents. The acceptance of the final payment shall constitute a wavier of all claims by the Contractor except those preciously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to **414 Dumas Avenue** for five (5) years. Homeowner agrees to occupy the rehabilitated home for five (5) years after rehabilitation activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the five (5) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the 31st day of August, 2016.

Ollie Hill 8-31-16
Ollie Hill Date

Spouse's Signature Date

City of Hattiesburg, Mississippi

By: Johnny L. DuFree
Johnny L. DuFree, Mayor

Date: August 16, 2016

Attest: [Signature]
City Clerk

Contractor

By: [Signature]

Date: 8/31/16

Attest: [Signature]

**CITY OF HATTIESBURG
HOUSING REHABILITATION (25K+)
GRANT AWARD AGREEMENT**

General Terms and Conditions

1. O.H. I certify that I currently live in and own the home for which I am accepting repair assistance.
2. O.H. I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. O.H. I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary.
4. O.H. I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
5. O.H. I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
6. O.H. I agree to attend Homeowner's Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.
7. O.H. I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an elected official of the City of Hattiesburg nor an employee who is responsible for the administration, management and oversight of the program (Community Development Division Staff).
8. O.H. I hereby agree to occupy the home to be rehabilitated for a period of not less than **five (5)** years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
9. O.H. I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **five (5)** year affordability period.
10. O.H. I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **five (5)** year affordability period.
11. O.H. I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.
12. O.H. I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
13. O.H. I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below I, Ollie Hill of 414 Dumas Avenue, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the 31st day of August, 2016.

Ollie Hill
Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), Ollie Hill of 414 Dumas Avenue, is hereby awarded a Housing Rehabilitation Grant for General Construction costs in an amount not to exceed \$50,000 [excluding 10% allowance for change order/discovery repairs according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E)]. Lead and Asbestos activities have been contracted separately on this the 16th day of August, 2016.

City of Hattiesburg, Mississippi

By: _____

Johnny L. DuPree, Mayor

Date: August 16, 2016

Attest: _____

City Clerk

Contractor

By: _____

Date: 8/31/16

Attest: _____



City of Hattiesburg, MS

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

Master

File Number: 2016-2846

File ID: 2016-2846

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 08/03/2016

Brief Title: Housing Rehabilitation Grant Award - 304 Vernon Dahmer Drive

Final Action: 08/16/2016

Minute Book Number: MB2016-211

Title:

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Ruby B. Cole of 304 Vernon Dahmer Drive in an amount not to exceed \$50,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

Notes:

Sponsors:

Enactment Date:

Attachments: COHCDD Contractor & R. Cole 07.11.16, Grant Agreement - R. Cole (\$25K+) 07.11.16, executed
COHCDD Contractor & R. Cole 07.11.16, executed
Grant Agreement - R. Cole (\$25K+) 07.11.16

Enactment Number:

Contact:

Meeting Date: 08/16/2016

Drafter: Kevin Jordan

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/16/2016	Approve and Authorize				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Ruby B. Cole of 304 Vernon Dahmer Drive 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 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2016-2846

Title

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Ruby B. Cole of 304 Vernon Dahmer Drive in an amount not to exceed \$50,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 16th day of August, 2016 and between the City of Hattiesburg Community Development Division (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Ruby B. Cole of 304 Vernon Dahmer Drive, hereinafter called Owner, and _____, with its principal place of business located at _____, Hattiesburg, Mississippi _____, hereinafter called the Contractor.

WITNESSETH

1. **SCOPE OF WORK**

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings, work write-up (Exhibit 1), work agreement (Exhibit 2) and described in the specifications and other Contract Documents prepared for the **304 Vernon Dahmer Drive** Project by COHCD, said work to be preformed on the structure(s)/property located at **304 Vernon Dahmer Drive**, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. **TIME OF COMPLETION**

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within ten (10) calendar days, as time is of the essence in the completion of this contract, after issuance of the Notice to Proceed, and it is to be completed within sixty (60) working days after the issuance of the Notice to Proceed. **One hundred dollars (\$100.00) per day, as liquidated damages, will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) working days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. **COMPENSATION**

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of _____ () subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/CHOCD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required

by the Contract Documents. The acceptance of the final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to **304 Vernon Dahmer Drive** for five (5) years. Homeowner agrees to occupy the rehabilitated home for five (5) years after rehabilitation activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the five (5) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2016.

Ruby B. Cole Date

Spouse's Signature Date

City of Hattiesburg, Mississippi

Contractor

By: _____
Johnny L. DuPree, Mayor

By: _____

Date: August 16, 2016

Date: _____

Attest: _____
City Clerk

Attest: _____

**CITY OF HATTIESBURG
HOUSING REHABILITATION (25K+)
GRANT AWARD AGREEMENT**

General Terms and Conditions

1. _____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. _____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. _____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary.
4. _____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
5. _____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
6. _____ I agree to attend Homeowner's Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.
7. _____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an elected official of the City of Hattiesburg nor an employee who is responsible for the administration, management and oversight of the program (Community Development Division Staff).
8. _____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **five (5)** years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
9. _____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **five (5)** year affordability period.
10. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **five (5)** year affordability period.
11. _____ I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.
12. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
13. _____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below I, **Ruby B. Cole of 304 Vernon Dahmer Drive**, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the _____ day of _____, 2016.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), Ruby B. Cole of 304 Vernon Dahmer Drive, is hereby awarded a Housing Rehabilitation Grant for General Construction costs in an amount not to exceed \$50,000 [excluding 10% allowance for change order/discovery repairs according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E)]. Lead and Asbestos activities have been contracted separately on this the 16th day of August, 2016.

City of Hattiesburg, Mississippi

Contractor

By: _____
Johnny L. DuPree, Mayor

By: _____

Date: August 16, 2016

Date: _____

Attest: _____
City Clerk

Attest: _____

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 16th day of August, 2016 and between the City of Hattiesburg Community Development Division (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Ruby B. Cole of 304 Vernon Dahmer Drive, hereinafter called Owner, and Hollimon Construction (Curtis Hollimon), with its principal place of business located at 145 Hinton Drive, Hattiesburg, Mississippi 39401, hereinafter called the Contractor.

WITNESSETH

1. **SCOPE OF WORK**

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings, work write-up (Exhibit 1), work agreement (Exhibit 2) and described in the specifications and other Contract Documents prepared for the **304 Vernon Dahmer Drive** Project by COHCD, said work to be performed on the structure(s)/property located at **304 Vernon Dahmer Drive**, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. **TIME OF COMPLETION**

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within ten (10) calendar days, as time is of the essence in the completion of this contract, after issuance of the Notice to Proceed, and it is to be completed within sixty (60) working days after the issuance of the Notice to Proceed. **One hundred dollars (\$100.00) per day, as liquidated damages, will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) working days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. **COMPENSATION**

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of Forty-one thousand eight hundred dollars and 00/100 (\$41,800.00) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/CHOCD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required

by the Contract Documents. The acceptance of the final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to **304 Vernon Dahmer Drive** for five (5) years. Homeowner agrees to occupy the rehabilitated home for five (5) years after rehabilitation activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the five (5) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the 30th day of August, 2016.

Ruby B. Cole 8/30/16
Ruby B. Cole Date

Spouse's Signature Date

City of Hattiesburg, Mississippi

By: Johnny L. DuPree
Johnny L. DuPree, Mayor

Date: August 16, 2016

Attest: [Signature]
City Clerk

Contractor

By: Curtis Haller

Date: 8-30-16

Attest: [Signature]

**CITY OF HATTIESBURG
HOUSING REHABILITATION (25K+)
GRANT AWARD AGREEMENT**

General Terms and Conditions

1. RB I certify that I currently live in and own the home for which I am accepting repair assistance.
2. RC I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. RC I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary.
4. RC I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
5. RC I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
6. RC I agree to attend Homeowner's Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.
7. RC I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an elected official of the City of Hattiesburg nor an employee who is responsible for the administration, management and oversight of the program (Community Development Division Staff).
8. RC I hereby agree to occupy the home to be rehabilitated for a period of not less than **five (5)** years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
9. RC I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **five (5)** year affordability period.
10. RC I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **five (5)** year affordability period.
11. RC I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.
12. RC I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
13. RC I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below I, **Ruby B. Cole of 304 Vernon Dahmer Drive**, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the 30th day of August, 2016.

Ruby B. Cole

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), **Ruby B. Cole of 304 Vernon Dahmer Drive**, is hereby awarded a Housing Rehabilitation Grant for General Construction costs **in an amount not to exceed \$50,000 [excluding 10% allowance for change order/discovery repairs according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E)]**. Lead and Asbestos activities have been contracted separately on this the **16th** day of **August, 2016**.

City of Hattiesburg, Mississippi

By: Johnny L. DuPree
Johnny L. DuPree, Mayor

Date: August 16, 2016

Attest:

KEED
City Clerk

Contractor

By: Curtis Hollander

Date:

Attest:

8-30-16
[Signature]



City of Hattiesburg, MS

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

Master

File Number: 2016-2847

File ID: 2016-2847

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 08/03/2016

Brief Title: Housing Rehabilitation Grant Award - 1108 Arledge Street

Final Action: 08/16/2016

Minute Book Number: MB2016-211-212

Title:

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Dolly Hendricks of 1108 Arledge Street in an amount not to exceed \$50,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

Notes:

Sponsors:

Enactment Date:

Attachments: COHCDD Contractor & D. Hendricks 07.11.16, Grant Agreement - D. Hendricks (\$25K+) 07.11.16, executed COHCDD Contractor & D. Hendricks 07.11.16, executed Grant Agreement - D. Hendricks (\$25K+) 07.11.16

Enactment Number:

Contact:

Meeting Date: 08/16/2016

Drafter: Kevin Jordan

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/16/2016	Approve and Authorize				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Dolly Hendricks of 1108 Arledge Street 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 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2016-2847

Title

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Dolly Hendricks of 1108 Arledge Street in an amount not to exceed \$50,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 16th day of August, 2016 and between the City of Hattiesburg Community Development Division (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Dolly Hendricks of 1108 Arledge Street, hereinafter called Owner, and _____, with its principal place of business located at _____, Hattiesburg, Mississippi _____, hereinafter called the Contractor.

WITNESSETH

1. **SCOPE OF WORK**

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings, work write-up (Exhibit 1), work agreement (Exhibit 2) and described in the specifications and other Contract Documents prepared for the **1108 Arledge Street** Project by COHCD, said work to be performed on the structure(s)/property located at **1108 Arledge Street**, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. **TIME OF COMPLETION**

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within ten (10) calendar days, as time is of the essence in the completion of this contract, after issuance of the Notice to Proceed, and it is to be completed within sixty (60) working days after the issuance of the Notice to Proceed. **One hundred dollars (\$100.00) per day, as liquidated damages, will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) working days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. **COMPENSATION**

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of _____ () subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/COHCD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required

by the Contract Documents. The acceptance of the final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to **1108 Arledge Street** for five (5) years. Homeowner agrees to occupy the rehabilitated home for five (5) years after rehabilitation activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the five (5) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2016.

Dolly Hendricks Date

Spouse's Signature Date

City of Hattiesburg, Mississippi

Contractor

By: _____
Johnny L. DuPree, Mayor

By: _____

Date: August 16, 2016

Date: _____

Attest: _____
City Clerk

Attest: _____

**CITY OF HATTIESBURG
HOUSING REHABILITATION (25K+)
GRANT AWARD AGREEMENT**

General Terms and Conditions

1. _____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. _____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. _____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary.
4. _____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
5. _____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
6. _____ I agree to attend Homeowner's Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.
7. _____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an elected official of the City of Hattiesburg nor an employee who is responsible for the administration, management and oversight of the program (Community Development Division Staff).
8. _____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **five (5)** years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
9. _____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **five (5)** year affordability period.
10. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **five (5)** year affordability period.
11. _____ I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.
12. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
13. _____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below I, **Dolly Hendricks of 1108 Arledge Street**, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the _____ day of _____, 2016.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), Dolly Hendricks of 1108 Arledge Street, is hereby awarded a Housing Rehabilitation Grant for General Construction costs in an amount not to exceed \$50,000 [excluding 10% allowance for change order/discovery repairs according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E)]. Lead and Asbestos activities have been contracted separately on this the 16th day of August, 2016.

City of Hattiesburg, Mississippi

Contractor

By: _____
Johnny L. DuPree, Mayor

By: _____

Date: August 16, 2016

Date: _____

Attest: _____
City Clerk

Attest: _____

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 16th day of August, 2016 and between the City of Hattiesburg Community Development Division (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Dolly Hendricks of 1108 Arledge Street, hereinafter called Owner, and Millennium Construction (Christian Albert), with its principal place of business located at 3254 Mallett Road, D'Iberville, Mississippi 39540, hereinafter called the Contractor.

WITNESSETH

1. **SCOPE OF WORK**

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings, work write-up (Exhibit 1), work agreement (Exhibit 2) and described in the specifications and other Contract Documents prepared for the **1108 Arledge Street** Project by COHCD, said work to be performed on the structure(s)/property located at **1108 Arledge Street**, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. **TIME OF COMPLETION**

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within ten (10) calendar days, as time is of the essence in the completion of this contract, after issuance of the Notice to Proceed, and it is to be completed within sixty (60) working days after the issuance of the Notice to Proceed. **One hundred dollars (\$100.00) per day, as liquidated damages, will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) working days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. **COMPENSATION**

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of Forty-nine thousand nine hundred dollars and 00/100 (\$49,900.00) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

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6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

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8. ACCEPTANCE AND FINAL PAYMENT

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9. DEED RESTRICTION

There will be deed restriction attached to **1108 Arledge Street** for five (5) years. Homeowner agrees to occupy the rehabilitated home for five (5) years after rehabilitation activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the five (5) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the 31st day of August, 2016.

Dolly Hendricks 8-31-16
Dolly Hendricks Date

Spouse's Signature Date

City of Hattiesburg, Mississippi

By: Johnny L. DuPree
Johnny L. DuPree, Mayor

Date: August 16, 2016

Attest: [Signature]
City Clerk

Contractor

By: [Signature]

Date: 8/31/16

Attest: [Signature]

**CITY OF HATTIESBURG
HOUSING REHABILITATION (25K+)
GRANT AWARD AGREEMENT**

General Terms and Conditions

1. D.H. I certify that I currently live in and own the home for which I am accepting repair assistance.
2. D.H. I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. D.H. I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary.
4. D.H. I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
5. D.H. I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
6. D.H. I agree to attend Homeowner's Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.
7. D.H. I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an elected official of the City of Hattiesburg nor an employee who is responsible for the administration, management and oversight of the program (Community Development Division Staff).
8. D.H. I hereby agree to occupy the home to be rehabilitated for a period of not less than **five (5)** years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
9. D.H. I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **five (5)** year affordability period.
10. D.H. I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **five (5)** year affordability period.
11. D.H. I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.
12. D.H. I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
13. D.H. I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below I, **Dolly Hendricks of 1108 Arledge Street**, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the 31st day of August, 2016.

Dolly Hendricks
Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), **Dolly Hendricks of 1108 Arledge Street**, is hereby awarded a Housing Rehabilitation Grant for General Construction costs **in an amount not to exceed \$50,000 [excluding 10% allowance for change order/discovery repairs according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E)].** Lead and Asbestos activities have been contracted separately on this the **16th** day of **August**, 2016.

City of Hattiesburg, Mississippi

By: _____

Johnny L. DuPree, Mayor

Date: August 16, 2016

Attest: _____

City Clerk

Contractor

By: _____

Date: 8/21/16

Attest: _____



City of Hattiesburg, MS

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

Master

File Number: 2016-2859

File ID: 2016-2859

Type: Regular Agenda Item

Status: Passed

Version: 2

Reference:

In Control: City Council

File Created: 08/08/2016

Brief Title: Tenant Based Rental Assistance Contract

Final Action: 08/16/2016

Minute Book Number: MB2016-212

Title:

Approve a Tenant Based Rental Assistance Contract with Affordable Southern Homes in the amount \$750.00 (on behalf of Shiela Marie Jordan) and authorize the Mayor to execute in triplicate for same. Authorize and approve issuance of a manual check for the same, per the attached memorandum. {Entitlement HOME}

Notes:

Sponsors:

Enactment Date:

Attachments: TBRA for Shiela M. Jorden, executed TBRA for Shiela M. Jorden

Enactment Number:

Contact:

Meeting Date: 08/16/2016

Drafter: Clarence P. Williams

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	08/16/2016	Approve				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve a Tenant Based Rental Assistance Contract with Affordable Southern Homes in the amount \$750.00 (on behalf of Shiela Marie Jordan) and authorize the Mayor to execute in triplicate for same. Authorize and approve issuance of a manual check for the same, per the attached memorandum. {Entitlement HOME}							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2016-2859

Title

Approve a Tenant Based Rental Assistance Contract with Affordable Southern Homes in the amount \$750.00 (on behalf of Shiela Marie Jordan) and authorize the Mayor to execute in triplicate for same. Authorize and approve issuance of a manual check for the same, per the attached memorandum. {Entitlement HOME}

Summary

Tenant Based Rental Assistance Contract

Budget Information

Expenditure Type

Purchasing Item

Publication Information

HOME TENANT BASED RENTAL ASSISTANCE CONTRACT

LANDLORD NAME & ADDRESS Affordable Southern Homes 22 Central School Road Hattiesburg, MS 39401 Telephone No. 601-606-0003	UNIT NO. & ADDRESS #411 22 Central School Road Hattiesburg, MS 39401	TENANT NAME: Shiela Marie Jorden
---	---	-------------------------------------

This HOME Rental Assistance Contract ("Contract") is entered into between the "City of Hattiesburg, Department of Federal and State Programs" (program administrator) and the Landlord identified above. This Contract applies only to the Tenant family and the dwelling unit identified above.

1. TERM OF THE CONTRACT

The term of this Contract shall begin on 6/31/2016¹ and end no later than 8/31/2016.² The Contract automatically terminates on the last day of the term of the Lease.

2. SECURITY DEPOSIT³

- A. The (program administrator) will pay a security deposit to the Landlord in the amount of \$ 300.00. The Landlord will hold this security deposit during the period the Tenant occupies the dwelling unit under the Lease. The Landlord shall comply with state and local laws regarding interest payments on security deposits.
- B. After the Tenant has moved from the dwelling unit, the Landlord may, subject to state and local law, use the security deposit, including any interest on the deposit, as reimbursement for rent or any other amounts payable by the Tenant under the Lease. The Landlord will give the Tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the Landlord, the Landlord shall promptly refund the full amount of the balance to the City of Hattiesburg (Office of Federal and States Program).
- C. The Landlord shall immediately notify the Office of Federal and States Program when the Tenant has moved from the Contract unit.

3. RENT AND AMOUNTS PAYABLE BY TENANT AND Office of Federal and States Program

- A. *Initial Rent.* The first month rent payable to the Landlord for the first month of this Contract is \$ 450.00.
- D. *Program Administrator Share of the Rent.* Neither the Office of Federal and States Program nor HUD assumes any obligation for the Tenant's rent, or for payment of any claim by the Owner against the Tenant. The Office of Federal and States Program's obligation is limited to making the rental deposit and first month's rent on behalf of the Tenant in accordance with this Contract.
- E. *Payment Conditions.* The right of the owner to receive payments under this Contract shall be subject to compliance with all of the provisions of the Contract. The Landlord shall be paid under this Contract following approval of the City Council of this agreement. The Landlord agrees that the endorsement on the check shall be conclusive evidence that the Landlord received the full amount due for the rental deposit and the first month's rent, and shall be a certification that:
 - 1. the Contract unit is in decent, safe and sanitary condition, and that the Landlord is providing the services, maintenance and utilities agreed to in the Lease.
 - 2. the Contract unit is leased to and occupied by the Tenant named above in this Contract.
 - 3. the Landlord has not received and will not receive any additional payments as rent for the Contract unit other than those identified in this Contract.

¹ Insert the first day of the term of the Lease.

² The maximum allowable length of a HOME Coupon Contract is two years.

HOME Tenant Based Rental Assistance Contract (Page Two)

to the best of the Landlord's knowledge, the unit is used solely as the Tenant's principal place of residence.

4. HOUSING QUALITY STANDARDS AND LANDLORD-PROVIDED SERVICES

- A. The Landlord agrees to maintain and operate the Contract unit and related facilities to provide decent, safe and sanitary housing in accordance with 24 CFR Section 882.109, including all of the services, maintenance and utilities agreed to in the Lease.
- B. The Office of Federal and States Program shall have the right to inspect the Contract unit and related facilities at least annually, and at such other times as may be necessary to assure that the unit is in decent, safe, and sanitary condition, and that required maintenance, services and utilities are provided.
- C. If the Office of Federal and States Program determines that the Landlord is not meeting these obligations, the program administrator shall have the right, even if the Tenant continues in occupancy, to terminate the Contract and request that the rental deposit be returned to the Office of Federal and States Program.

5. TERMINATION OF TENANCY

The Landlord may evict the Tenant following applicable state and local laws. The Landlord must give the Tenant at least 30 days' written notice of the termination and notify the Office of Federal and States Program in writing when eviction proceedings are begun. This may be done by providing the Office of Federal and States Program with a copy of the required notice to the tenant.

6. FAIR HOUSING REQUIREMENTS

- A. *Nondiscrimination.* The Landlord shall not, in the provision of services or in any other manner, discriminate against any person on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status. The obligation of the Landlord to comply with Fair Housing Requirements insures to the benefit of the United States of America, the Department of Housing and Urban Development, and the Office of Federal and States Program, any of which shall be entitled to involve any of the remedies available by law to redress any breach or to compel compliance by the Landlord.
- B. *Cooperation in Quality Opportunity Compliance Reviews.* The Landlord shall comply with the Office of Federal and States Program and with HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders and all related rules and regulations.

7. Office of Federal and States Program AND HUD ACCESS TO LANDLORD RECORDS

- A. The Landlord shall provide any information pertinent to this Contract which the Office of Federal and States Program or HUD may reasonably require.
- B. The Landlord shall permit the Office of Federal and States Program) of HUD, or any of their authorized representatives, to have access to the premises and, for the purposes of audit and examination, to have access to any books, documents, papers, and records of the Landlord to the extent necessary to determine compliance with this Contract.

8. RIGHTS OF Office of Federal and States Program IF LANDLORD BREACHES THE CONTRACT

- A. Any of the following shall constitute a breach of the Contract:
 - (1) If the Landlord has violated any obligation under this Contract; or
 - (2) If the Landlord has demonstrated any intention to violate any obligation under this Contract;or

- (3) If the Landlord has committed any fraud or made any false statement in connection with the Contract, or has committed fraud or made any false statement in connection with any Federal housing assistance program.
- B. The Office of Federal and States Program's right and remedies under the Contract include recovery of payments and termination of the Contract. If the Office of Federal and States Program determines that a breach has occurred, the program administrator may exercise any of its rights or remedies under the Contract. The Office of Federal and States Program shall notify the Landlord in writing of such determination, including a brief statement of the reasons for the determination. The notice by the Office of Federal and States Program to the landlord may require the Landlord to take corrective action by a time prescribed in the notice.
- C. Any remedies employed by the Office of Federal and States Program in accordance with this Contract shall be effective as provided in a written notice by the Office of Federal and States Program to the Landlord. The Office of Federal and States Program's exercise or non-exercise of any remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

9. Office of Federal and States Program RELATION TO THIRD PARTIES

- A. The Office of Federal and States Program does not assume any responsibility for, or liability to, any person injured as a result of the Landlord's action or failure to act in connection with the implementation of this Contract, or as a result of any other action or failure to act by the Landlord.
- B. The Landlord is not the agent of the Office of Federal and States Program and this Contract does not create or affect any relationship between the Office of Federal and States Program and any lender to the Landlord, or any suppliers, employees, contractors or subcontractors used by the Landlord in connection with this Contract.
- C. Nothing in this Contract shall be construed as creating any right of the Tenant or a third party (other than HUD) to enforce any provision of this Contract or to assess any claim against HUD, the Office of Federal and States Program or the Landlord under this Contract.

10. CONFLICT OF INTEREST PROVISIONS

- A. No employee of the Office of Federal and States Program who formulates policy or influences decisions with respect to the Tenant Based Rental Assistance Program, and no public official or member of a governing body or state or local legislator who exercise his functions or responsibilities with respect to the program shall have any direct or indirect interest during this person's tenure, or for one year thereafter, in this contract or in any proceeds or benefits arising from the Contract or to any benefits which may arise from it.

11. TRANSFER OF THE CONTRACT

The Landlord shall not transfer in any form this Contract without the prior written consent of the Office of Federal and States Program. The Office of Federal and States Program shall give its consent to a transfer if the transferee agrees in writing (in a form acceptable to the Office of Federal and States Program) to comply with all terms and conditions of this Contract.

12. ENTIRE AGREEMENT: INTERPRETATION

- A. This Contract contains the entire agreement between the Landlord and the program administrator. No changes in this Contract shall be made except in writing signed by both the Landlord and the City of Hattiesburg.
- B. The Contract shall be interpreted and implemented in accordance with HUD requirements.

13. WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT

- A. The Landlord warrants the unit is in decent, safe, and sanitary condition as defined in 24 CFR Section 882.109, and that the Landlord has the legal right to lease the dwelling unit covered by this Contract during the Contract term.

HOME Tenant Based Rental Assistance Contract (Page Four)

- B. The party, if any, executing this Contract on behalf of the Landlord hereby warrants that authorization has been given by the Landlord to execute it on behalf of the Landlord.

Landlord Name (Type or Print): Affordable Southern Homes	Representative (Type of Print): Mayor Johnny L. DuPree, Ph.D.
(Signature/Date)	(Signature/Date)

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statements or entries, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000, or imprisoned for not more than five years, or both.

NAME(S): Affordable Southern Homes
ADDRESS: 22Central School Road
Hattiesburg, MS 39401

SIGNATURE OF OWNER DATE

SIGNATURE OF OWNER DATE

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: La'Keylah White
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for HOME Program Claims

DATE: August 16, 2016

Recipient:	Affordable Southern Homes
Activity:	Tenant Based Rental Assistance
Program:	HOME
Project Site:	22 Central School Road # 411
Amount Requested:	\$750.00
Purpose of Request:	Payment Request #1 and Final
Work Provided by:	Affordable Southern Homes

HOME TENANT BASED RENTAL ASSISTANCE CONTRACT

LANDLORD NAME & ADDRESS Affordable Southern Homes 22 Central School Road Hattiesburg, MS 39401 Telephone No. 601-606-0003	UNIT NO. & ADDRESS #411 22 Central School Road Hattiesburg, MS 39401	TENANT NAME: Shiela Marie Jorden
--	--	--

This HOME Rental Assistance Contract ("Contract") is entered into between the "City of Hattiesburg, Department of Federal and State Programs" (program administrator) and the Landlord identified above. This Contract applies only to the Tenant family and the dwelling unit identified above.

1. TERM OF THE CONTRACT

The term of this Contract shall begin on 6/31/2016¹ and end no later than 8/31/2016.² The Contract automatically terminates on the last day of the term of the Lease.

2. SECURITY DEPOSIT³

- A. The (program administrator) will pay a security deposit to the Landlord in the amount of \$ 300.00. The Landlord will hold this security deposit during the period the Tenant occupies the dwelling unit under the Lease. The Landlord shall comply with state and local laws regarding interest payments on security deposits.
- B. After the Tenant has moved from the dwelling unit, the Landlord may, subject to state and local law, use the security deposit, including any interest on the deposit, as reimbursement for rent or any other amounts payable by the Tenant under the Lease. The Landlord will give the Tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the Landlord, the Landlord shall promptly refund the full amount of the balance to the City of Hattiesburg (Office of Federal and States Program).
- C. The Landlord shall immediately notify the Office of Federal and States Program when the Tenant has moved from the Contract unit.

3. RENT AND AMOUNTS PAYABLE BY TENANT AND Office of Federal and States Program

- A. *Initial Rent.* The first month rent payable to the Landlord for the first month of this Contract is \$ 450.00.
- D. *Program Administrator Share of the Rent.* Neither the Office of Federal and States Program nor HUD assumes any obligation for the Tenant's rent, or for payment of any claim by the Owner against the Tenant. The Office of Federal and States Program's obligation is limited to making the rental deposit and first month's rent on behalf of the Tenant in accordance with this Contract.
- E. *Payment Conditions.* The right of the owner to receive payments under this Contract shall be subject to compliance with all of the provisions of the Contract. The Landlord shall be paid under this Contract following approval of the City Council of this agreement. The Landlord agrees that the endorsement on the check shall be conclusive evidence that the Landlord received the full amount due for the rental deposit and the first month's rent, and shall be a certification that:
 - 1. the Contract unit is in decent, safe and sanitary condition, and that the Landlord is providing the services, maintenance and utilities agreed to in the Lease.
 - 2. the Contract unit is leased to and occupied by the Tenant named above in this Contract.
 - 3. the Landlord has not received and will not receive any additional payments as rent for the Contract unit other than those identified in this Contract.

¹ Insert the first day of the term of the Lease.

² The maximum allowable length of a HOME Coupon Contract is two years.

HOME Tenant Based Rental Assistance Contract (Page Two)

to the best of the Landlord's knowledge, the unit is used solely as the Tenant's principal place of residence.

4. HOUSING QUALITY STANDARDS AND LANDLORD-PROVIDED SERVICES

- A. The Landlord agrees to maintain and operate the Contract unit and related facilities to provide decent, safe and sanitary housing in accordance with 24 CFR Section 882.109, including all of the services, maintenance and utilities agreed to in the Lease.
- B. The Office of Federal and States Program shall have the right to inspect the Contract unit and related facilities at least annually, and at such other times as may be necessary to assure that the unit is in decent, safe, and sanitary condition, and that required maintenance, services and utilities are provided.
- C. If the Office of Federal and States Program determines that the Landlord is not meeting these obligations, the program administrator shall have the right, even if the Tenant continues in occupancy, to terminate the Contract and request that the rental deposit be returned to the Office of Federal and States Program.

5. TERMINATION OF TENANCY

The Landlord may evict the Tenant following applicable state and local laws. The Landlord must give the Tenant at least 30 days' written notice of the termination and notify the Office of Federal and States Program in writing when eviction proceedings are begun. This may be done by providing the Office of Federal and States Program with a copy of the required notice to the tenant.

6. FAIR HOUSING REQUIREMENTS

- A. *Nondiscrimination.* The Landlord shall not, in the provision of services or in any other manner, discriminate against any person on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status. The obligation of the Landlord to comply with Fair Housing Requirements insures to the benefit of the United States of America, the Department of Housing and Urban Development, and the Office of Federal and States Program, any of which shall be entitled to involve any of the remedies available by law to redress any breach or to compel compliance by the Landlord.
- B. *Cooperation in Quality Opportunity Compliance Reviews.* The Landlord shall comply with the Office of Federal and States Program and with HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders and all related rules and regulations.

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- A. Any of the following shall constitute a breach of the Contract:
 - (1) If the Landlord has violated any obligation under this Contract; or
 - (2) If the Landlord has demonstrated any intention to violate any obligation under this Contract;or

(3) If the Landlord has committed any fraud or made any false statement in connection with the Contract, or has committed fraud or made any false statement in connection with any Federal housing assistance program.

- B. The Office of Federal and States Program's right and remedies under the Contract include recovery of payments and termination of the Contract. If the Office of Federal and States Program determines that a breach has occurred, the program administrator may exercise any of its rights or remedies under the Contract. The Office of Federal and States Program shall notify the Landlord in writing of such determination, including a brief statement of the reasons for the determination. The notice by the Office of Federal and States Program to the landlord may require the Landlord to take corrective action by a time prescribed in the notice.
- C. Any remedies employed by the Office of Federal and States Program in accordance with this Contract shall be effective as provided in a written notice by the Office of Federal and States Program to the Landlord. The Office of Federal and States Program's exercise or non-exercise of any remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

9. Office of Federal and States Program RELATION TO THIRD PARTIES

- A. The Office of Federal and States Program does not assume any responsibility for, or liability to, any person injured as a result of the Landlord's action or failure to act in connection with the implementation of this Contract, or as a result of any other action or failure to act by the Landlord.
- B. The Landlord is not the agent of the Office of Federal and States Program and this Contract does not create or affect any relationship between the Office of Federal and States Program and any lender to the Landlord, or any suppliers, employees, contractors or subcontractors used by the Landlord in connection with this Contract.
- C. Nothing in this Contract shall be construed as creating any right of the Tenant or a third party (other than HUD) to enforce any provision of this Contract or to assert any claim against HUD, the Office of Federal and States Program or the Landlord under this Contract.

10. CONFLICT OF INTEREST PROVISIONS

- A. No employee of the Office of Federal and States Program who formulates policy or influences decisions with respect to the Tenant Based Rental Assistance Program, and no public official or member of a governing body or state or local legislator who exercise his functions or responsibilities with respect to the program shall have any direct or indirect interest during this person's tenure, or for one year thereafter, in this contract or in any proceeds or benefits arising from the Contract or to any benefits which may arise from it.

11. TRANSFER OF THE CONTRACT

The Landlord shall not transfer in any form this Contract without the prior written consent of the Office of Federal and States Program. The Office of Federal and States Program shall give its consent to a transfer if the transferee agrees in writing (in a form acceptable to the Office of Federal and States Program) to comply with all terms and conditions of this Contract.

12. ENTIRE AGREEMENT: INTERPRETATION

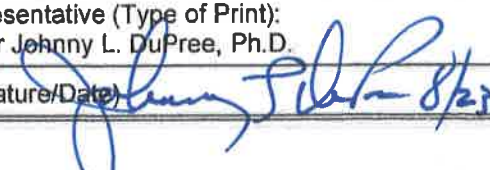
- A. This Contract contains the entire agreement between the Landlord and the program administrator. No changes in this Contract shall be made except in writing signed by both the Landlord and the City of Hattiesburg.
- B. The Contract shall be interpreted and implemented in accordance with HUD requirements.

13. WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT

- A. The Landlord warrants the unit is in decent, safe, and sanitary condition as defined in 24 CFR Section 882.109, and that the Landlord has the legal right to lease the dwelling unit covered by this Contract during the Contract term.

HOME Tenant Based Rental Assistance Contract (Page Four)

- B. The party, if any, executing this Contract on behalf of the Landlord hereby warrants that authorization has been given by the Landlord to execute it on behalf of the Landlord.

Landlord Name (Type or Print): Affordable Southern Homes	Representative (Type of Print): Mayor Johnny L. DuPree, Ph.D.
(Signature/Date)	(Signature/Date)  8/23/16

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statements or entries, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000, or imprisoned for not more than five years, or both.

NAME(S): Affordable Southern Homes
ADDRESS: 22 Central School Road
Hattiesburg, MS 39401


SIGNATURE OF OWNER DATE 8-26-16

SIGNATURE OF OWNER DATE

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: La'Keylah White
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for HOME Program Claims

DATE: August 16, 2016

Recipient:	Affordable Southern Homes
Activity:	Tenant Based Rental Assistance
Program:	HOME
Project Site:	22 Central School Road # 411
Amount Requested:	\$750.00
Purpose of Request:	Payment Request #1 and Final
Work Provided by:	Affordable Southern Homes



City of Hattiesburg, MS

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

Master

File Number: 2016-2864

File ID: 2016-2864

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 08/09/2016

Brief Title: Tenant Based Rental Assistance Contract

Final Action: 08/16/2016

Minute Book Number: MB2016-212

Title:

Approve a Tenant Based Rental Assistance Contract with Affordable Southern Homes in the amount of \$675.00 (on behalf of Kimberlin Johnson) and authorize the Mayor to execute in triplicate for same. Authorize and approve issuance of a manual check for the same, per the attached memorandum. {Entitlement HOME}

Notes:

Sponsors:

Enactment Date:

Attachments: TBRA for Kimberlin Johnson, executed TBRA for Kimberlin Johnson

Enactment Number:

Contact:

Meeting Date: 08/16/2016

Drafter: Clarence P. Williams

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/16/2016	Approve				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve a Tenant Based Rental Assistance Contract with Affordable Southern Homes in the amount of \$675.00 (on behalf of Kimberlin Johnson) and authorize the Mayor to execute in triplicate for same. Authorize and approve issuance of a manual check for the same, per the attached memorandum. {Entitlement HOME}							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2016-2864

Title

Approve a Tenant Based Rental Assistance Contract with Affordable Southern Homes in the amount of \$675.00 (on behalf of Kimberlin Johnson) and authorize the Mayor to execute in triplicate for same. Authorize and approve issuance of a manual check for the same, per the attached memorandum. {Entitlement HOME}

Summary

Tenant Based Rental Assistance Contract.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

HOME TENANT BASED RENTAL ASSISTANCE CONTRACT

LANDLORD NAME & ADDRESS Affordable Southern Homes 22 Central School Road Hattiesburg, MS 39401 Telephone No. 601-606-0003	UNIT NO. & ADDRESS #109 22 Central School Road Hattiesburg, MS 39401	TENANT NAME: Kimberlin Johnson
---	---	-----------------------------------

This HOME Rental Assistance Contract ("Contract") is entered into between the "City of Hattiesburg, Department of Federal and State Programs" (program administrator) and the Landlord identified above. This Contract applies only to the Tenant family and the dwelling unit identified above.

1. TERM OF THE CONTRACT

The term of this Contract shall begin on 7/1/2016¹ and end no later than 8/1/2016.² The Contract automatically terminates on the last day of the term of the Lease.

2. SECURITY DEPOSIT³

- A. The (program administrator) will pay a security deposit to the Landlord in the amount of \$ 300.00. The Landlord will hold this security deposit during the period the Tenant occupies the dwelling unit under the Lease. The Landlord shall comply with state and local laws regarding interest payments on security deposits.
- B. After the Tenant has moved from the dwelling unit, the Landlord may, subject to state and local law, use the security deposit, including any interest on the deposit, as reimbursement for rent or any other amounts payable by the Tenant under the Lease. The Landlord will give the Tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the Landlord, the Landlord shall promptly refund the full amount of the balance to the City of Hattiesburg (Office of Federal and States Program).
- C. The Landlord shall immediately notify the Office of Federal and States Program when the Tenant has moved from the Contract unit.

3. RENT AND AMOUNTS PAYABLE BY TENANT AND Office of Federal and States Program

- A. *Initial Rent.* The first month rent payable to the Landlord for the first month of this Contract is \$ 375.00.
- D. *Program Administrator Share of the Rent.* Neither the Office of Federal and States Program nor HUD assumes any obligation for the Tenant's rent, or for payment of any claim by the Owner against the Tenant. The Office of Federal and States Program's obligation is limited to making the rental deposit and first month's rent on behalf of the Tenant in accordance with this Contract.
- E. *Payment Conditions.* The right of the owner to receive payments under this Contract shall be subject to compliance with all of the provisions of the Contract. The Landlord shall be paid under this Contract following approval of the City Council of this agreement. The Landlord agrees that the endorsement on the check shall be conclusive evidence that the Landlord received the full amount due for the rental deposit and the first month's rent, and shall be a certification that:
 - 1. the Contract unit is in decent, safe and sanitary condition, and that the Landlord is providing the services, maintenance and utilities agreed to in the Lease.
 - 2. the Contract unit is leased to and occupied by the Tenant named above in this Contract.
 - 3. the Landlord has not received and will not receive any additional payments as rent for the Contract unit other than those identified in this Contract.

¹ Insert the first day of the term of the Lease.

² The maximum allowable length of a HOME Coupon Contract is two years.

HOME Tenant Based Rental Assistance Contract (Page Two)

to the best of the Landlord's knowledge, the unit is used solely as the Tenant's principal place of residence.

4. HOUSING QUALITY STANDARDS AND LANDLORD-PROVIDED SERVICES

- A. The Landlord agrees to maintain and operate the Contract unit and related facilities to provide decent, safe and sanitary housing in accordance with 24 CFR Section 882.109, including all of the services, maintenance and utilities agreed to in the Lease.
- B. The Office of Federal and States Program shall have the right to inspect the Contract unit and related facilities at least annually, and at such other times as may be necessary to assure that the unit is in decent, safe, and sanitary condition, and that required maintenance, services and utilities are provided.
- C. If the Office of Federal and States Program determines that the Landlord is not meeting these obligations, the program administrator shall have the right, even if the Tenant continues in occupancy, to terminate the Contract and request that the rental deposit be returned to the Office of Federal and States Program.

5. TERMINATION OF TENANCY

The Landlord may evict the Tenant following applicable state and local laws. The Landlord must give the Tenant at least 30 days' written notice of the termination and notify the Office of Federal and States Program in writing when eviction proceedings are begun. This may be done by providing the Office of Federal and States Program with a copy of the required notice to the tenant.

6. FAIR HOUSING REQUIREMENTS

- A. *Nondiscrimination.* The Landlord shall not, in the provision of services or in any other manner, discriminate against any person on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status. The obligation of the Landlord to comply with Fair Housing Requirements insures to the benefit of the United States of America, the Department of Housing and Urban Development, and the Office of Federal and States Program, any of which shall be entitled to involve any of the remedies available by law to redress any breach or to compel compliance by the Landlord.
- B. *Cooperation in Quality Opportunity Compliance Reviews.* The Landlord shall comply with the Office of Federal and States Program and with HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders and all related rules and regulations.

7. Office of Federal and States Program AND HUD ACCESS TO LANDLORD RECORDS

- A. The Landlord shall provide any information pertinent to this Contract which the Office of Federal and States Program or HUD may reasonably require.
- B. The Landlord shall permit the Office of Federal and States Program) of HUD, or any of their authorized representatives, to have access to the premises and, for the purposes of audit and examination, to have access to any books, documents, papers, and records of the Landlord to the extent necessary to determine compliance with this Contract.

8. RIGHTS OF Office of Federal and States Program IF LANDLORD BREACHES THE CONTRACT

- A. Any of the following shall constitute a breach of the Contract:
 - (1) If the Landlord has violated any obligation under this Contract; or
 - (2) If the Landlord has demonstrated any intention to violate any obligation under this Contract;or

- (3) If the Landlord has committed any fraud or made any false statement in connection with the Contract, or has committed fraud or made any false statement in connection with any Federal housing assistance program.
- B. The Office of Federal and States Program's right and remedies under the Contract include recovery of payments and termination of the Contract. If the Office of Federal and States Program determines that a breach has occurred, the program administrator may exercise any of its rights or remedies under the Contract. The Office of Federal and States Program shall notify the Landlord in writing of such determination, including a brief statement of the reasons for the determination. The notice by the Office of Federal and States Program to the landlord may require the Landlord to take corrective action by a time prescribed in the notice.
- C. Any remedies employed by the Office of Federal and States Program in accordance with this Contract shall be effective as provided in a written notice by the Office of Federal and States Program to the Landlord. The Office of Federal and States Program's exercise or non-exercise of any remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

9. Office of Federal and States Program RELATION TO THIRD PARTIES

- A. The Office of Federal and States Program does not assume any responsibility for, or liability to, any person injured as a result of the Landlord's action or failure to act in connection with the implementation of this Contract, or as a result of any other action or failure to act by the Landlord.
- B. The Landlord is not the agent of the Office of Federal and States Program and this Contract does not create or affect any relationship between the Office of Federal and States Program and any lender to the Landlord, or any suppliers, employees, contractors or subcontractors used by the Landlord in connection with this Contract.
- C. Nothing in this Contract shall be construed as creating any right of the Tenant or a third party (other than HUD) to enforce any provision of this Contract or to assess any claim against HUD, the Office of Federal and States Program or the Landlord under this Contract.

10. CONFLICT OF INTEREST PROVISIONS

- A. No employee of the Office of Federal and States Program who formulates policy or influences decisions with respect to the Tenant Based Rental Assistance Program, and no public official or member of a governing body or state or local legislator who exercise his functions or responsibilities with respect to the program shall have any direct or indirect interest during this person's tenure, or for one year thereafter, in this contract or in any proceeds or benefits arising from the Contract or to any benefits which may arise from it.

11. TRANSFER OF THE CONTRACT

The Landlord shall not transfer in any form this Contract without the prior written consent of the Office of Federal and States Program. The Office of Federal and States Program shall give its consent to a transfer if the transferee agrees in writing (in a form acceptable to the Office of Federal and States Program) to comply with all terms and conditions of this Contract.

12. ENTIRE AGREEMENT: INTERPRETATION

- A. This Contract contains the entire agreement between the Landlord and the program administrator. No changes in this Contract shall be made except in writing signed by both the Landlord and the City of Hattiesburg.
- B. The Contract shall be interpreted and implemented in accordance with HUD requirements.

13. WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT

- A. The Landlord warrants the unit is in decent, safe, and sanitary condition as defined in 24 CFR Section 882.109, and that the Landlord has the legal right to lease the dwelling unit covered by this Contract during the Contract term.

HOME Tenant Based Rental Assistance Contract (Page Four)

- B. The party, if any, executing this Contract on behalf of the Landlord hereby warrants that authorization has been given by the Landlord to execute it on behalf of the Landlord.

Landlord Name (Type or Print): Affordable Southern Homes	Representative (Type of Print): Mayor Johnny L. DuPree, Ph.D.
(Signature/Date)	(Signature/Date)

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statements or entries, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000, or imprisoned for not more than five years, or both.

NAME(S): Affordable Southern Homes
ADDRESS: 22Central School Road
Hattiesburg, MS 39401

SIGNATURE OF OWNER DATE

SIGNATURE OF OWNER DATE

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: La'Keylah White
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for HOME Program Claims

DATE: August 16, 2016

Recipient:	Affordable Southern Homes
Activity:	Tenant Based Rental Assistance
Program:	HOME
Project Site:	22 Central School Road # 109
Amount Requested:	\$675.00
Purpose of Request:	Payment Request #1 and Final
Work Provided by:	Affordable Southern Homes

HOME TENANT BASED RENTAL ASSISTANCE CONTRACT

LANDLORD NAME & ADDRESS Affordable Southern Homes 22 Central School Road Hattiesburg, MS 39401 Telephone No. 601-606-0003	UNIT NO. & ADDRESS #109 22 Central School Road Hattiesburg, MS 39401	TENANT NAME: Kimberlin Johnson
---	---	-----------------------------------

This HOME Rental Assistance Contract ("Contract") is entered into between the "City of Hattiesburg, Department of Federal and State Programs" (program administrator) and the Landlord identified above. This Contract applies only to the Tenant family and the dwelling unit identified above.

1. TERM OF THE CONTRACT

The term of this Contract shall begin on 7/1/2016¹ and end no later than 8/1/2016.² The Contract automatically terminates on the last day of the term of the Lease.

2. SECURITY DEPOSIT³

- A. The (program administrator) will pay a security deposit to the Landlord in the amount of \$ 300.00. The Landlord will hold this security deposit during the period the Tenant occupies the dwelling unit under the Lease. The Landlord shall comply with state and local laws regarding interest payments on security deposits.
- B. After the Tenant has moved from the dwelling unit, the Landlord may, subject to state and local law, use the security deposit, including any interest on the deposit, as reimbursement for rent or any other amounts payable by the Tenant under the Lease. The Landlord will give the Tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the Landlord, the Landlord shall promptly refund the full amount of the balance to the City of Hattiesburg (Office of Federal and States Program).
- C. The Landlord shall immediately notify the Office of Federal and States Program when the Tenant has moved from the Contract unit.

3. RENT AND AMOUNTS PAYABLE BY TENANT AND Office of Federal and States Program

- A. *Initial Rent.* The first month rent payable to the Landlord for the first month of this Contract is \$ 375.00.
- D. *Program Administrator Share of the Rent.* Neither the Office of Federal and States Program nor HUD assumes any obligation for the Tenant's rent, or for payment of any claim by the Owner against the Tenant. The Office of Federal and States Program's obligation is limited to making the rental deposit and first month's rent on behalf of the Tenant in accordance with this Contract.
- E. *Payment Conditions.* The right of the owner to receive payments under this Contract shall be subject to compliance with all of the provisions of the Contract. The Landlord shall be paid under this Contract following approval of the City Council of this agreement. The Landlord agrees that the endorsement on the check shall be conclusive evidence that the Landlord received the full amount due for the rental deposit and the first month's rent, and shall be a certification that:
 - 1. the Contract unit is in decent, safe and sanitary condition, and that the Landlord is providing the services, maintenance and utilities agreed to in the Lease.
 - 2. the Contract unit is leased to and occupied by the Tenant named above in this Contract.
 - 3. the Landlord has not received and will not receive any additional payments as rent for the Contract unit other than those identified in this Contract.

¹ Insert the first day of the term of the Lease.

² The maximum allowable length of a HOME Coupon Contract is two years.

HOME Tenant Based Rental Assistance Contract (Page Two)

to the best of the Landlord's knowledge, the unit is used solely as the Tenant's principal place of residence.

4. HOUSING QUALITY STANDARDS AND LANDLORD-PROVIDED SERVICES

- A. The Landlord agrees to maintain and operate the Contract unit and related facilities to provide decent, safe and sanitary housing in accordance with 24 CFR Section 882.109, including all of the services, maintenance and utilities agreed to in the Lease.
- B. The Office of Federal and States Program shall have the right to inspect the Contract unit and related facilities at least annually, and at such other times as may be necessary to assure that the unit is in decent, safe, and sanitary condition, and that required maintenance, services and utilities are provided.
- C. If the Office of Federal and States Program determines that the Landlord is not meeting these obligations, the program administrator shall have the right, even if the Tenant continues in occupancy, to terminate the Contract and request that the rental deposit be returned to the Office of Federal and States Program.

5. TERMINATION OF TENANCY

The Landlord may evict the Tenant following applicable state and local laws. The Landlord must give the Tenant at least 30 days' written notice of the termination and notify the Office of Federal and States Program in writing when eviction proceedings are begun. This may be done by providing the Office of Federal and States Program with a copy of the required notice to the tenant.

6. FAIR HOUSING REQUIREMENTS

- A. *Nondiscrimination.* The Landlord shall not, in the provision of services or in any other manner, discriminate against any person on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status. The obligation of the Landlord to comply with Fair Housing Requirements insures to the benefit of the United States of America, the Department of Housing and Urban Development, and the Office of Federal and States Program, any of which shall be entitled to involve any of the remedies available by law to redress any breach or to compel compliance by the Landlord.
- B. *Cooperation in Quality Opportunity Compliance Reviews.* The Landlord shall comply with the Office of Federal and States Program and with HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders and all related rules and regulations.

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- B. The Landlord shall permit the Office of Federal and States Program) of HUD, or any of their authorized representatives, to have access to the premises and, for the purposes of audit and examination, to have access to any books, documents, papers, and records of the Landlord to the extent necessary to determine compliance with this Contract.

8. RIGHTS OF Office of Federal and States Program IF LANDLORD BREACHES THE CONTRACT

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(3) If the Landlord has committed any fraud or made any false statement in connection with the Contract, or has committed fraud or made any false statement in connection with any Federal housing assistance program.

- B. The Office of Federal and States Program's right and remedies under the Contract include recovery of payments and termination of the Contract. If the Office of Federal and States Program determines that a breach has occurred, the program administrator may exercise any of its rights or remedies under the Contract. The Office of Federal and States Program shall notify the Landlord in writing of such determination, including a brief statement of the reasons for the determination. The notice by the Office of Federal and States Program to the landlord may require the Landlord to take corrective action by a time prescribed in the notice.
- C. Any remedies employed by the Office of Federal and States Program in accordance with this Contract shall be effective as provided in a written notice by the Office of Federal and States Program to the Landlord. The Office of Federal and States Program's exercise or non-exercise of any remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

9. Office of Federal and States Program RELATION TO THIRD PARTIES

- A. The Office of Federal and States Program does not assume any responsibility for, or liability to, any person injured as a result of the Landlord's action or failure to act in connection with the implementation of this Contract, or as a result of any other action or failure to act by the Landlord.
- B. The Landlord is not the agent of the Office of Federal and States Program and this Contract does not create or affect any relationship between the Office of Federal and States Program and any lender to the Landlord, or any suppliers, employees, contractors or subcontractors used by the Landlord in connection with this Contract.
- C. Nothing in this Contract shall be construed as creating any right of the Tenant or a third party (other than HUD) to enforce any provision of this Contract or to assert any claim against HUD, the Office of Federal and States Program or the Landlord under this Contract.

10. CONFLICT OF INTEREST PROVISIONS

- A. No employee of the Office of Federal and States Program who formulates policy or influences decisions with respect to the Tenant Based Rental Assistance Program, and no public official or member of a governing body or state or local legislator who exercise his functions or responsibilities with respect to the program shall have any direct or indirect interest during this person's tenure, or for one year thereafter, in this contract or in any proceeds or benefits arising from the Contract or to any benefits which may arise from it.

11. TRANSFER OF THE CONTRACT

The Landlord shall not transfer in any form this Contract without the prior written consent of the Office of Federal and States Program. The Office of Federal and States Program shall give its consent to a transfer if the transferee agrees in writing (in a form acceptable to the Office of Federal and States Program) to comply with all terms and conditions of this Contract.

12. ENTIRE AGREEMENT: INTERPRETATION

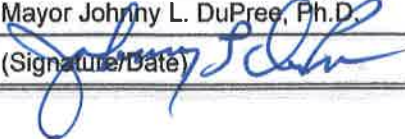
- A. This Contract contains the entire agreement between the Landlord and the program administrator. No changes in this Contract shall be made except in writing signed by both the Landlord and the City of Hattiesburg.
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13. WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT

- A. The Landlord warrants the unit is in decent, safe, and sanitary condition as defined in 24 CFR Section 882.109, and that the Landlord has the legal right to lease the dwelling unit covered by this Contract during the Contract term.

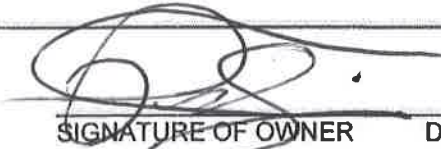
HOME Tenant Based Rental Assistance Contract (Page Four)

- B. The party, if any, executing this Contract on behalf of the Landlord hereby warrants that authorization has been given by the Landlord to execute it on behalf of the Landlord.

Landlord Name (Type or Print): Affordable Southern Homes	Representative (Type of Print): Mayor Johnny L. DuPree, Ph.D.
(Signature/Date)	(Signature/Date)  8/23/16

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statements or entries, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000, or imprisoned for not more than five years, or both.

NAME(S): Affordable Southern Homes
ADDRESS: 22Central School Road
Hattiesburg, MS 39401

 8-26-16
SIGNATURE OF OWNER DATE

SIGNATURE OF OWNER DATE

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: La'Keylah White
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for HOME Program Claims

DATE: August 16, 2016

Recipient:	Affordable Southern Homes
Activity:	Tenant Based Rental Assistance
Program:	HOME
Project Site:	22 Central School Road # 109
Amount Requested:	\$675.00
Purpose of Request:	Payment Request #1 and Final
Work Provided by:	Affordable Southern Homes

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: La'Keylah White
Department of Federal & State Programs

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Amount Requested:	\$675.00
Purpose of Request:	Payment Request #1 and Final
Work Provided by:	Affordable Southern Homes



City of Hattiesburg, MS

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

Master

File Number: 2016-2850

File ID: 2016-2850

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 08/04/2016

Brief Title: Sole Source Purchase - Morpho Trust USA

Final Action: 08/16/2016

Minute Book Number: MB2016-212

Title:

Approve the purchase of a Live Scan Upgrade from Morpho Trust (formerly L 1/Identix) for the Hattiesburg Police Department in the amount of \$9,836.00 as a sole source purchase. Morpho Trust USA is the sole manufacturer and exclusive distributor of this product.

Notes:

Sponsors:

Enactment Date:

Attachments: Morpho Trust USA - Live Scan System,
Hattiesburg_Sole_Source_Letter_2016

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	08/16/2016	Approve				Pass
Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Carroll to Approve the purchase of a Live Scan Upgrade from Morpho Trust (formerly L 1/Identix) for the Hattiesburg Police Department in the amount of \$9,836.00 as a sole source purchase. Morpho Trust USA is the sole manufacturer and exclusive distributor of this product.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2016-2850

Title

Approve the purchase of a Live Scan Upgrade from Morpho Trust (formerly L 1/Identix) for the Hattiesburg Police Department in the amount of \$9,836.00 as a sole source purchase. Morpho Trust USA is the sole manufacturer and exclusive distributor of this product.

Summary

Sole Source Purchase - TPE-5938UPG-ED and Upgrade 3800XC & 3800XCH (-ED models only) full hand live scan cabinet booking station and TouchPrint Duplex Fingerprint Card Printer

Budget Information

[Enter Budget Information Here Without Parentheses. Example: Cost Center Line Item, Amount]

Expenditure Type

[Enter Expenditure Type Here Without Parentheses. Example: Regular Budget Item, Grant, Lease Purchase, etc.]

Purchasing Item

[Enter Purchasing Item Here Without Parentheses. Example: Sealed Bid, State Contract, Unadvertised Bid, Regular Purchase.]

Publication Information

[Please enter publication sites and dates]



THE CITY OF HATTIESBURG

One of America's Great Small Cities!

Anthony Parker, Chief of Police

July 26, 2016

To: Mayor and City Council

RE: Morpho Trust USA. LLC Live Scan System

Our Police Department is requesting the purchase of a Live Scan Upgrade from the vendor Morpho Trust (formerly L1/Identix). This system is needed to replace our existing Live Scan Fingerprint Scanner which is approaching end of life. Compatibility of the system with our current products is a primary consideration for this purchase. Morpho Trust provides the technology for the two systems to be compatible

Other companies make a similar systems; however, the Morpho Trust system allows our users the ability to send our fingerprints to our local system. The competitor's version of this system does not offer this selective form of product saving. This product is only available through Morpho Trust, due to the patent of the product being owned by this company.

Please consider this a sole source request as no comparative or competitive quotations can be obtained. Morpho Trust USA is the sole manufacturer and exclusive distributor of this product.

Sincerely,

Anthony Parker
Chief of Police

HATTIESBURG POLICE DEPARTMENT
#1 GOVERNMENT PLAZA • HATTIESBURG, MS 39401
CRIME STOPPERS (601) 582-STOP (582-7867) FAX (601) 545-4937
CELLULAR * C.S.



MorphoTrust USA
 5705 W. Old Shakopee Road
 Suite 100
 Bloomington, MN 55437-3107
 USA
 Phone (800) 932-0890
 FAX (952) 932-7181

Customer Draft Quotation

QUOTE # : 13507-Z2P8W7 - 1
DATE: 07/01/2016
EXPIRES: 10/03/2016

Billing Information

ATTN: Jeff Byrd
CUST NAME: HATTIESBURG POLICE DEPARTMENT
Phone: 601-606-2521
Fax:
Email: Csibyrdman@yahoo.com
ADDR: 1 GOVERNMENT PLAZA
 2ND FL
 HATTIESBURG, MS 39401
 United States

Shipping Information

ATTN:
CUST NAME:
Phone:
Fax:
Email:
ADDR:

Sales Rep:

Name:: James Olsen
Phone:: 978-215-2732
Cell:: 978-435-5607
Fax::
Email: jolsen@morphotrust.com

PAY TERMS:

CUST TYPE:

Product	Price Source	Units	Qty	Unit Price Selling (USD)	Extended Price (USD)
TPE-5938UPG-ED	SL-LAWENF	EACH	1	\$6,120.00	\$6,120.00
Upgrade 3800XC & 3800XCH (-ED models only) full hand live scan cabinet booking station with 500 ppi 5000 Series 10 print deck; system must be Enterprise and under maintenance; no warranty is offered with the upgrade.					
47FRT	SL-LAWENF	EACH	1	\$150.00	\$150.00
FREIGHT CHARGE					
TPE-PRT-DUP	SL-LAWENF	EACH	1	\$2,380.00	\$2,380.00
TouchPrint Duplex Fingerprint Card Printer - for printing double sided cards. Enterprise applications only. 1 yr. Help Desk Warranty included..					
PRT- DUP- W95	SL-LAWENF	Year	1	\$166.00	\$166.00
ANNUAL WARRANTY UPGRADE 9/5					
TP-IAT-CUSTOM	SL-LAWENF	EACH	1	\$1,020.00	\$1,020.00

Installation and Training; Custom Services; Installation and training services offered on a time and expenses basis. Quoted for customers whose livescan/field upgrade installation and training requirements necessitate custom quotation. Custom quotation includes on-site labor plus estimated travel and related expenses.

Subtotal	Selling Price	\$9,836.00
Total for Extended Quantity System Configuration		\$9,836.00

This is a draft quote and not a contract - Subject to management approval

This is a draft quote and not a contract - Subject to management approval



MorphoTrust USA, LLC
296 Concord Road, Suite 300
Billerica, MA 01821
www.morphotrust.com

July 11, 2016

Destiny McGinty
Hattiesburg Police Department
1 Government Plaza
Hattiesburg, MS 39475

Dear Ms. McGinty,

It is my understanding that the Hattiesburg Police Department is seeking to upgrade their existing livescan systems that we deployed some time ago with a MorphoTrust USA, LLC Touchprint Enterprize Livescan solution.

The purpose of this letter is to inform you that the proposed MorphoTrust (formerly L1/Identix) systems are highly specialized systems containing proprietary MorphoTrust hardware designs and proprietary application and customization software. Several components of the Systems include MorphoTrust patented technology. The hardware and software functionality of these systems can be effectively maintained only by MorphoTrust's Field Service Engineers, Software Engineers or Help Desk personnel due to the proprietary nature of its design and MorphoTrust's possession of the source materials. As the only manufacturer of Touchprint Livescan solutions, the software for which your livescan users are most familiar with, this effectively makes us the sole source provider of Touchprint Livescan solutions. Additionally, the warranty on said items will be void should any non-MorphoTrust USA personnel attempt to execute updates or repairs.

If you have questions about the information above, please do not hesitate to give me a call. Thank you for your time, and I look forward to serving you.

Sincerely,

A handwritten signature in black ink that reads 'Gary I. Newlin'. The signature is fluid and cursive, with the first name 'Gary' and last name 'Newlin' clearly legible.

Gary Newlin
National Sales Manager
Ph: (952) 442-8701

MorphoTrust USA, Inc.
5705 W. Old Shakopee Rd., Ste. 100
Bloomington, MN 55437

T: +1 952-932-0888
F: +1 952-932-7181
www.morphotrust.com



City of Hattiesburg, MS

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

Master

File Number: 2016-2860

File ID: 2016-2860

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 08/08/2016

Brief Title: Planning Commission Appointment - Amy Hinton

Final Action: 08/16/2016

Minute Book Number: MB2016-213

Title:

Ratify and confirm the Mayor's appointment of Amy Hinton (W4) (replaces Don McCleskey) to the Planning Commission for a term (5/12/2014 - 5/12/2019) beginning August 16, 2016 and ending May 12, 2019.

Notes: Replaces Don McCleskey

Sponsors:

Enactment Date:

Attachments: Memo - appoint Amy Hinton, Amy Hinton - Resume
vita 2016, Data Sheet - Amy Hinton

Enactment Number:

Contact:

Meeting Date: 08/16/2016

Drafter: Jeremy McNeil

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/16/2016	Ratify and Confirm				Pass
Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Carroll to Ratify and confirm the Mayor's appointment of Amy Hinton (W4) (replaces Don McCleskey) to the Planning Commission for a term (5/12/2014 - 5/12/2019) beginning August 16, 2016 and ending May 12, 2019.							
Council President Bradley thanked Ms. Hinton for her willingness to serve.							
Following discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2016-2860

[Title](#)

Ratify and confirm the Mayor's appointment of Amy Hinton (W4) (replaces Don McCleskey) to the Planning Commission for a term (5/12/2014 - 5/12/2019) beginning August 16, 2016 and ending May 12, 2019.

[Summary](#)

Planning Commission Appointment

[Budget Information](#)

[Expenditure Type](#)

[Purchasing Item](#)

[Publication Information](#)



Department
Of
Urban Development

Memorandum

Date: August 8, 2016

From: Ginger Maddox, Planning Division Manger

To: Mayor Johnny Dupree, Ph. D. and City Council

CC: Pattie Brantley, AICP, Urban Development Director

Re: Appointment of Hattiesburg Planning Commissioner – Amy Hinton

Attached for your review and consideration are the necessary forms related to the appointment of Amy Hinton to the Hattiesburg Planning Commission. Amy Hinton (Ward 4) resides at 810 Adeline Street.

Amy Hinton is currently the Lead Instructor of the Paralegal Studies program at Jones County Junior College in Ellisville, Mississippi. Her experience and knowledge on the significance of legal requirements and experience with real-estate law would make her an asset to the Hattiesburg Planning Commission. Mrs. Hinton is also heavily involved in her community through her own neighborhood association of the Oaks Historic Neighborhood.

The Hattiesburg Planning Commission is an eleven body board which currently holds nine appointed individuals. Mrs. Hinton would replace former Planning Commissioner Don McCleskey who resigned. Her appointment would complete his 5 year term, effective from 8-16-2016 to 5-12-2019.

Mrs. Hinton has been contacted and has agreed to serve, if appointed.

If there are any questions, please feel free to contact the Planning Department.

Amy J. Hinton

810 Adeline Street
Hattiesburg, MS 39401
(601)477-4273 (Office)
(601)408-3635
Amy.hinton@jcjc.edu

CURRENT POSITION

Jones County Junior College, Ellisville, MS
Lead Instructor of the Paralegal Studies program

EDUCATION

University of Mississippi School of Law, Oxford, Mississippi
Juris Doctor, May 1997
Admitted to the Mississippi Bar September 30, 1997
Licensed to practice before all Mississippi State Courts; The
United States District Court, Southern District of Mississippi; and
the Fifth Circuit Court of Appeals

Millsaps College, Jackson, Mississippi
Bachelor of Business Administration, May 1994
G.P.A. 3.50
Honors and Activities: Graduated *Cum Laude*, Academic
Scholarship-4 years, Dean's List-6 Semesters,

PROFESSIONAL EXPERIENCE

Jones County Junior College, Ellisville, MS
January 2000 - Present
Lead Instructor of the Paralegal Studies program
Business and Technology Division

Serve on Student Affairs Committee 2008-Present;
Advise approximately sixty students;
Served on statewide Curriculum Revision Writing Team in 2004-5
and again in 2010;
Faculty Sponsor of the Non-Traditional Student Association, 2008-
Present

Phillips Law Firm, P.A./ Title Services, Inc.

Attorney

May, 1998 to December 1999

Responsibilities: Title abstracting; Conducted real estate closings; Drafted wills; Real Estate related litigation; Legal research

Law Clerk for The Honorable John L. Hatcher and The Honorable Kenneth L. Thomas, Eleventh Circuit Court District, Mississippi

April, 1997 to March, 1998.

Responsibilities: Legal research; Drafted judges' opinions and orders; assisted judges at trial

**PROFESSIONAL
ORGANIZATIONS**

Hattiesburg Area Young Lawyers Association - Past President and Treasurer; Board of Directors of the Young Lawyers Division of the Mississippi Bar, 2003-4; Mississippi Bar Association

**COMMUNITY
INVOLVEMENT**

Ordained Deacon at University Baptist Church;
President of The Oaks Neighborhood Association- 2016-17;
Crusader 5K Committee (Sacred Heart Catholic School Fundraiser), 2011, 2012, 2015;
Girl Scout Troop 6236 Leader and Cookie Sales Chair, 2007-2013

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION Hattiesburg Planning Commission

TERM OF OFFICE 5 years PERIOD August 16, 2016 through May 12, 2019

TERM EXPIRED: _____ OR RESIGNED: _____ LETTER ATTACHED: X

REPLACES Don McCleskey (Ward 4) and completes his appointed term

NAME OF PROPOSED APPOINTEE Amy Hinton

ADDRESS 810 Adeline Street

HOME PHONE NUMBER (601) 408-3635 WARD Ward 4

PLACE OF EMPLOYMENT Jones County Junior College

EMPLOYMENT ADDRESS 900 S Court St., Ellisville, MS

EMPLOYMENT PHONE NO: 601-477-4000 POSITION: Lead Instructor of the Paralegal Studies program

PERSON CONTACTED BY Ginger Maddox, Planning Division Manager DATE: 8/8/15

AGREED TO SERVE: Yes DECLINED: _____



City of Hattiesburg, MS

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

Master

File Number: 2016-2848

File ID: 2016-2848

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/04/2016

Brief Title: Monthly budget report for July 2016.

Final Action:

Minute Book Number: MB2016-213

Title:

Acknowledge receipt of monthly budget report for the month ending July 31, 2016, on permanent file in the City Clerk's Office,

Notes:

Sponsors:

Enactment Date:

Attachments: REV.16.0716, EXP.16.0716

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/16/2016					
1	City Council - Special Called Meeting	08/22/2016					

Text of Legislative File 2016-2848

Title

Acknowledge receipt of monthly budget report for the month ending July 31, 2016, on permanent file in the City Clerk's Office,

Summary

Monthly budget report for July.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

8/01/16

.....CURRENT.....			YEAR-TO-DATE.....		
ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV

	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
TAXES-OTHER	206A								
PAYMENT IN LIEU OF TAXE	2060								
HOUSING AUTHORITY	2065	2,333			23,333	31982	137	28000	3982-
MERCHANTS COMPANY	2066								
COLLECTIONS-P/Y EXCESS	2070								
PAYMENT IN LIEU OF T		2,333			23,333	31982	137	28000	3982-
TAXES-OTHER		2,333			23,333	31982	137	28000	3982-
LICENSES, PERMITS & FEES	220A								
PRIVILEGE LICENSES	2200	14,000	12858	91	140,000	116887	83	168000	51113
FRANCHISES	2210								
ELECTRICAL FRANCHISE	2211	250,166	551939	220	2,501,667	2499377	99	3002000	502623
SOLID WASTE OPER/FRANC	2212	14,583	13328	91	145,833	137638	94	175000	37362
AT&T UVERSE VIDEO/FRAN	2213					1			1-
GAS FRANCHISE	2215	16,666			166,667	110871	66	200000	89129
CSPIRE FIBER-TELEPAK F	2218		100			313			313-
CABLE T.V. FRANCHISE	2219	38,750			387,500	346996	89	465000	118004
FRANCHISES		320,166	565367	176	3,201,667	3095196	96	3842000	746804
BLDG/INSP PERMITS & FEE	2220								
BUILDING PERMIT/INSPEC	2221	32,083	20742	64	320,833	358448	111	385000	26552
FIRE INSPECTION	2222								
SIGN PERMIT	2223	1,333	3303	247	13,333	17507	131	16000	1507-
LAND CODE ENFORCEMENT	2224	2,666	2008	75	26,667	34469	129	32000	2469-
GAS & PLUMBING	2225	1,000	150	15	10,000	5950	59	12000	6050
ELECTRICAL INSPECTION	2226	1,250	1298	103	12,500	9653	77	15000	5347
DEMOLITION PERMIT	2227	250	50	20	2,500	1400	56	3000	1600
HOUSE MOVING	2228					500			500-
BLDG/INSP PERMITS &		38,583	27551	71	385,833	427927	110	463000	35073
OTHER PERMITS & FEES	2230								
PUBLIC RECORDS ACCESS	2233								
PROPERTY CLEAN-UP COST	2234	83	1144	1378	833	1194	143	1000	194-
TAXI BADGE PERMIT	2235	16			167			200	200
WRECKER REGISTRATION F	2236	41	75	182	417	525	125	500	25-
BURN OR MISC FIRE PERM	2237	100	65	65	1,000	1740	174	1200	540-
AMBULANCE PERMIT	2238	75			750	900	120	900	
ZONING PETITION FEE	2240								
ZONING CERTIFICATE FEE	2245	583	675	115	5,833	7150	122	7000	150-
TITLE PLEDGE LICENSE F	2248								
EXAMINATION FEE	2250								
CONTRACTOR LICENSE FEE	2255								
ORDINANCE SALES	2260								
ORDINANCE VIOLATION FE	2265								

DATA PROCESSING FEES	2280								
NSF CHECK FEE	2290	41	40	97	417	320	76	500	180
MISC. PERMITS & FEES	2299	2,500	6216	248	25,000	46991	187	30000	16991-
OTHER PERMITS & FEES		3,441	8215	238	34,417	58820	170	41300	17520-
LICENSES, PERMITS & F		376,191	613990	163	3,761,917	3698830	98	4514300	815470
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
JUST./USM-PROJECT SAFE	2304								
JUST./USM-POLICE CORPS	2305								
JUST.-OTHER	2307					4737			4737-
JUST.-COPS SECURE SCHOO	2309								
JUST.-JAIL DIVERSION	2310	16,666			166,667			200000	200000
JUST.-BYRNE GRANTS	2311	1,383			13,832			16598	16598
JUST.-OHS DOMESTIC PREP	2312		40000			40000			40000-
JUST.-COPS IN SCHOOLS	2313								
JUST.-DOMESTIC PREPARED	2314								
JUST.-COPS METHAMPHETAM	2315								
JUST.-COPS HIRING RECOV	2316								
JUST.-UNIVERSAL COPS	2317								
JUST.-COPS TECHNOLOGY	2318								
JUST.-LLEBG '04	2319								
SAFE COMMUNITY PROJECT	2320								
HHS-HIDTA NARCOTICS GRA	2321					15261			15261-
NRCS-USDA STORM RELATED	2322								
FHWA-STORM RELATED	2323								
FEMA-EMER. WARNING SIRE	2324								
FEMA-'04 REGIONAL RESPO	2325								
FIREFIGHTERS GRANT	2326	2,138			21,385	9239	43	25662	16423
FEMA-'05 REGIONAL RESPO	2327								
FEMA-CITIZENS CORPS	2328								
LAW ENF.GRANTS-OTHER	2329								
FEMA/HAZARD MITIG/GENER	2336								
FEMA RELIEF	2337	24,166			241,667			290000	290000
CDBG-FIRE STATION	2338								
MISC FEDERAL GRANTS	2339								
ARRA-STOP VIOLENCE GRAN	2348								
FEMA RELIEF ADMIN.	2349								
DEPT.OF DEFENSE-CAMP SH	2350								
EPA-BROWNSFIELD PROJ	2356	5,201			52,012	57978	111	62414	4436
HUD-MIDTOWN STUDY	2360								
HUD/MDA HUB CITY LOFT P	2361								
FEDERAL GRANTS		49,556	40000	80	495,562	127215	25	594674	467459
STATE GRANTS	250B								
MISCELLANEOUS STATE GRA	2503								
MOSQUITO CONTROL GRANT	2504								
ARCHIVES & HISTORY	2505								
JUVENILE PREVENTION PRO	2510								
JUVENILE ACCT.INCENTIVE	2511								

EMER.SHELTER-MDA GRANT	2513								
I.P.-HYBERPLASTIC-MDA G	2514								
POLICE ACADEMY REIMB.	2515					32400			32400-
SOLID WASTE GRANT	2518	6,250			62,500			75000	75000
URBAN YOUTH CORPS MDOT	2519	2,083			20,833			25000	25000
DEQ GRANTS(SO.LAGOON ST	2520								
ARTS COMMISSION GRANT	2521								
BEAUTIFICATION-VARIOUS	2522								
MS CITY CORPS COUNCIL	2523								
STOP VIOLENCE GRANT	2526	2,129	1632	76	21,290	19766	92	25548	5782
ALCOHOL INCENTIVE	2527	5,700			57,004	45139	79	68405	23266
JUSTICE ASSISTANCE	2528								
DISASTER RELIEF	2545								
MEMA-DOMESTIC PREPARED	2550								
MEMA-SAFE ROOMS	2551								
MDOT GRANT-DEPOT PROJEC	2556								
MDOT GRANT-VISITOR'S CT	2557								
MDOT GRANT-TRAFFIC STUD	2558								

STATE GRANTS		16,162	1632	10	161,628	97305	60	193953	96648
STATE-SHARED REVENUE	260B								
GENERAL SALES TAX	2600	1,820,000	1370007	75	18,200,000	18027598	99	21840000	3812402
CITY UTILITY TAX	2601	333	639	191	3,333	8407	252	4000	4407-
SALES TAX-SRF REIMB.	2602		36105			361049			361049-
ALCOHOLIC BEV. LICENSE	2610	12,500	12911	103	125,000	111661	89	150000	38339
MOTOR VEH.PRIVILEGE TAX	2635	8,333	1756	21	83,333	12965	15	100000	87035
PAT HARRISON WATERWAY D	2665								
HATT.METROPLIN. PLANNIN	2670	33,333			333,333	3989-	1	400000	403989
MISC DORMANT ACCOUNT RF	2699								

STATE-SHARED REVENUE		1,874,500	1421417	75	18,745,000	18517690	98	22494000	3976310
BALANCE									
CITY/COUNTY-SHARED REVEN	270B								
FORREST CTY	2705								
FORREST CTY CAMP SHELBY	2705 01								
FORREST CTY GORDON CRK	2705 02								
FORREST GENERAL CTY HOS	2706								
FORREST-INFRAST.IMPR.	2707								
LAMAR-INFRAST.IMPR.	2708								
LAMAR/FORREST-HAZ.WASTE	2709	3,192			31,923			38308	38308
PETAL/F-CO FLOOD INUNDA	2718	1,720			17,200			20640	20640
FORREST CTY-TWIN FORKS	2719								
HPSD-COPS IN SCHOOLS	2720								
CONV.COMM/TOURISM BUREA	2725								
METRO WAGES/MILEAGE-FOR	2735	1,000			10,000			12000	12000
METRO NARC.O/T-FORREST	2736								
MEMA/HAZARD MITIG/GENER	2739								

CITY/COUNTY-SHARED RE		5,912			59,123			70948	70948
CHARGES FOR SERVICES	280A								
PUBLIC SAFETY	2850								
CRIME SCENE UNIT CONT	2855	1,666			16,667	20000	119	20000	

FIRE DPT.SERV FOR OTH	2860								
800 MHZ RADIO ACCESS F	2865								
POLICE/FIRE-SPECIAL DU	2870		16650			92750			92750-
P&F LATERAL TRNG REIMB	2880								
DRUG ENF.AGENCY O/T RE	2881	166			1,667			2000	2000
HOMELAND SECURITY O/T	2882	416			4,167			5000	5000
US MARSHALL O/T REIMB.	2883	416			4,167	12312	295	5000	7312-
FED BUREAU INVEST O/T	2884	833	1970	236	8,333	12340	148	10000	2340-
PUBLIC SAFETY		3,500	18620	532	35,000	137403	392	42000	95403-
TROLLEY SERVICE	2890								
CONV.CENTER TROLLEY FE	2895								
TROLLEY RECEIPTS	2896								
TROLLEY SERVICE									
STREETS	2900								
STREET WORK	2901								
PARKING METERS	2910	166			1,667			2000	2000
PARKING FINES	2915	416	15	3	4,167	185	4	5000	4815
CROSSING LIGHT FEES	2920								
LOT CLEAN-UP/HEAVY TRA	2930					500			500-
CDBG LOT CLEAN-UP/DEMO	2931								
STREETS		583	15	2	5,833	685	11	7000	6315
SANITATION	2950								
RECYCLING PICK UP	2951	5,000	5173	103	50,000	53178	106	60000	6822
TRASH HAULING	2960	10,000	9677	96	100,000	92026	92	120000	27974
RESIDENTL WASTE COLLEC	2965	172,500	162671	94	1,725,000	1693277	98	2070000	376723
SANITA-REFUND & RECOVE	2970								
SANITATION		187,500	177521	94	1,875,000	1838480	98	2250000	411520
CHARGES FOR SERVICES		191,583	196156	102	1,915,833	1976568	103	2299000	322432
FINES AND FORFEITS	330A								
POLICE FINES	3320	125,000	112783	90	1,250,000	948365	75	1500000	551635
CITY COURT COSTS	3321	16,666	11154	66	166,667	111905	67	200000	88095
CCC-JAIL REIMB.	3322	83	10	12	833	250	30	1000	750
ENVIR CT-CODE VIOLATION	3323	416			4,167	29		5000	4971
ANIMAL CONTROL	3327		10			1196			1196-
COURT TECHNOLOGY FEE	3328	12,083			120,833			145000	145000
FINES AND FORFEITS		154,250	123956	80	1,542,500	1061746	68	1851000	789254
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
OTHER INTEREST-CD'S	3403								
SAVINGS ACCOUNT/MMA	3405	416	479	115	4,167	3250	77	5000	1750
INTEREST-GRANT MONIES	3406								
OTHER INTEREST-MMA	3407								
REPURCHASE AGREEMENTS	3408								
TREASURY NOTES	3409								

CONTRIB-NCBM-BROWNFIELD	3462								
CONTRIB-SENIOR FARE	3463								
CONTRIB-MAYOR'S YOUTH	3464								
CONTRIB-BC HEALTHY HOM	3465								
CONTRIB-NIGHT OUT AGAI	3466								
CONTRIB-NLC HEALTH OUT	3467								
CONTRIB-MDTWN STDY MAT	3468		32500			32500			32500-
CONTRIB-OTHER	3469								
CONTRIB-NLC HEALTH INI	3471								
CONTRIB-NLC FISCL	3472								

CONTRIBUTIONS-PRIVAT			32500			32500			32500-
POLICE DEPT-MISC CHARGE	3590		7126			49689			49689-
OTHER MISC. REVENUE	3599								

MISCELLANEOUS		13,725	46119	336	137,250	201038	146	164700	36338-
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F H'BURG REDEV.AUTH.	3800 101								
T/F GOVERNMENT COMPLEX	3800 104								
T/F 2002 USA YEAST/LAG	3800 106								
T/F SPEC.SALES TAX	3800 107								
T/F WATER & SEWER	3800 11	20,833			208,333			250000	250000
T/F POL.FORFEITURES	3800 19								
T/F POL.FORF O/T(HURR	3800 19HR								
T/F '03 TIF B&I CHAUVE	3800 22								
T/F TAX COLLECTORS-GPT	3800 27	1,189,833	134827	11	11,898,333	13837370	116	14278000	440630
T/F TAX COLL-C.C.FEE	3800 27CC								
T/F TAX COLL-EXCESS BI	3800 27EB	4,166			41,667			50000	50000
T/F TAX COLL-CHKG INT	3800 27ICHK	250			2,500			3000	3000
T/F TAX COLL-INT/PEN	3800 27IP	26,666	34641	129	266,667	241305	90	320000	78695
T/F W & S CONSTRUCTION	3800 75								
T/F COM.DEV.BLK.GRANT	3800 82								
T/F INDUSTRIAL PARK DE	3800 87								
T/F 2007 TIF CONST-TUR	3800 91								
T/F 2001 STREETS,SWRS,	3800 95								

TRANSFERS FROM OTHR		1,241,750	169468	13	12,417,500	14078675	113	14901000	822325

TRANSFERS		1,241,750	169468	13	12,417,500	14078675	113	14901000	822325
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
ACCRUED INT-BONDS	3915								

SALE OF BONDS									
SALE OF REAL ESTATE	3920					350			350-
SALE OF TIMBER	3923								
SALE OF EASEMENTS	3925								
SALE OF CEMETERY LOTS	3930	5,000	5225	104	50,000	54870	109	60000	5130
SALE OF EQUIPMENT	3940	12,058			120,587	70670	58	144704	74034
SALE OF SCRAP MATERIAL	3943	833	47	5	8,333	601	7	10000	9399

SALE OF MISC. ITEMS	3945								
SALE OF MAPS/PUBLICATIO	3947					27			27-
SALE OF RECYCLABLE ITEM	3948								
MDB LOAN PYMT-HUB CITY	3950	10,283	10118	98	102,833	101177	98	123400	22223
KERR MAGEE PROJECT	3960								
MS TANK PROJECT	3961								
INSURANCE REIMB-STORM	3962								
VENDING COMM./REFUNDS	3964								
REFUND & RECOVERY	3965	833	425	51	8,333	79404	952	10000	69404-
RECOVERY OF DAMAGE CLAI	3967					3010688			3010688-
REFUND/RECOVERY-INFO SY	3968								
RECOVERY-PERS SERV/EQUI	3969								
CAPITAL LEASE PROCEEDS	3970	62,705			627,050			752460	752460
TIF DEPOSIT/PROCEEDS	3971								
NOTE PROCEEDS	3975								
FIRE STATION (MDB)	3975 03								
CHURCH PROJ (MDB)	3975 07								
POLICE COMPLEX ARCHITE	3975 08	166,666			1,666,667			2000000	2000000
NOTE PROCEEDS		166,666			1,666,667			2000000	2000000
NON-REVENUE RECEIPTS		258,380	15815	6	2,583,803	3317786	128	3100564	217222-
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	521,966			5,219,660			6263592	6263592
BEGINNING CASH BALANC		521,966			5,219,660			6263592	6263592
REVENUES		4,706,310	2628554	55	47,063,109	43108835	91	56475731	13366896

ZOO ADMISSIONS	3137								
TATUM PK PAVILION USE	3138		160			160			160-
EASTSIDE PK PAVILION U	3139	20	40	200	208	160	76	250	90
MCNAIR REC CTR USE FEE	3140								
KPZ PAVILION USE FEE	3145								
DAHMER PAVILION USE FE	3147	83	40	48	833	900	108	1000	100
KP ED CENTER USE FEE	3149								
BALLFIELD USE FEES	3150	333			3,333	3375	101	4000	625
PARKS-MISC USE FEES	3151	333	120	36	3,333	1325	39	4000	2675
YOUTH TEAM FEES	3160								
FLAG FOOTBALL	3160 01								
LITTLE TIGERS BASKETB	3160 02					1440			1440-
JUNIOR GOLF FEES	3160 03								
YOUTH TRACK & FIELD	3160 04					1575			1575-
T-BALL	3160 05					2340			2340-
GIRLS' SOFTBALL	3160 06								
BOYS' SOFTBALL	3160 07								
GIRLS FASTPITCH	3160 10								
BOYS FASTPITCH	3160 11								
TACKLE FOOTBALL	3160 15								
YOUTH TEAM FEES						5355			5355-
ADULT TEAM FEES	3162								
CHURCH LEAGUE BASKETB	3162 01								
ADULT BASKETBALL	3162 02	291			2,917	6300	215	3500	2800-
ADULT CO-ED SOFTBALL	3162 03	291	1200	412	2,917	5700	195	3500	2200-
ADULT MEN'S SOFTBALL	3162 04	666	3600	540	6,667	13200	197	8000	5200-
ADULT WOMEN'S SOFTBAL	3162 05								
ADULT FOOTBALL	3162 06								
ADULT SOFTBALL-CHURCH	3162 07								
ADULT SOCCER	3162 08								
ADULT FLAG FOOTBALL	3162 09								
ADULT TEAM FEES		1,250	4800	384	12,500	25200	201	15000	10200-
CERAMICS CLASS FEES	3170								
DRAMA,ART,DANCE LESSON	3178								
"MOKEY" TRAIN RIDES	3181								
CAROUSEL RIDES	3185								
OTHER	3190								
CULTURE AND RECREATI		2,062	6300	305	20,625	41976	203	24750	17226-
CHARGES FOR SERVICES		2,062	6300	305	20,625	41976	203	24750	17226-
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405	25	67	268	250	478	191	300	178-
INTEREST EARNINGS		25	67	268	250	478	191	300	178-
CONTRIBUTIONS-PUBLIC	3450								
CONTRIBUTIONS-FORREST	3455	3,333			33,333	35000	105	40000	5000

CONTRIBUTIONS-PUBLIC		3,333			33,333	35000	105	40000	5000
CONTRIBUTIONS-PRIVATE	3460								
CONTRIB-POLICEMAN'S BE	3461								
CONTRIB-SENIOR FARE	3463		750			830			830-
CONTRIB-SENIOR PROM	3464								
CONTRIB-HWY 49/7th ST	3468					27500			27500-
CONTRIB-OTHER	3469	83			833	1667	200	1000	667-
CONTRIBUTIONS-PRIVAT		83	750	903	833	29997	3601	1000	28997-
MISCELLANEOUS		3,441	817	23	34,417	65475	190	41300	24175-
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01	186,666	1000000	535	1,866,667	2240000	119	2240000	
T/F TAX COLLECTORS-GPT	3800 27	70,416	16837	23	704,167	810385	115	845000	34615
TRANSFERS FROM OTHR		257,083	1016837	395	2,570,833	3050385	118	3085000	34615
TRANSFERS		257,083	1016837	395	2,570,833	3050385	118	3085000	34615
NON-REVENUE RECEIPTS	390A								
SALE OF EQUIPMENT	3940								
SALE OF MISC. ITEMS	3945								
COMM.-HOT DIGGITY CONCE	3963								
VENDING COMM./REFUNDS	3964								
REFUND & RECOVERY	3965								
RECOVERY OF DAMAGE CLAI	3967								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	25,268			252,683			303220	303220
BEGINNING CASH BALANC		25,268			252,683			303220	303220
REVENUES		287,855	1023954	355	2,878,558	3157835	109	3454270	296435

004004 - LIBRARY FUND REVENUES

CITY OF HATTIESBURG

REVENUE REPORT

8/01/16

ALL FUNDS

10 MONTHS ENDING 07/31/16

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F TAX COLLECTORS-GPT	3800 27		16420			790297			790297-
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHR			16420			790297			790297-
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS			16420			790297			790297-
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES			16420			790297			790297-

8/01/16

.....CURRENT.....			YEAR-TO-DATE.....		
ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV

	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
STATE-SHARED REVENUE	260B								
PRO-RATA FIRE INS. PREM	2620	20,000	287249	1436	200,000	287249	143	240000	47249-
FIRE INS REBATE/CODE EN	2625		7703			7703			7703-
	-----	-----	-----	-----	-----	-----	-----	-----	-----
STATE-SHARED REVENUE		20,000	294952	1474	200,000	294952	147	240000	54952-
CHARGES FOR SERVICES	280A								
PUBLIC SAFETY	2850								
FIRE PROT.SHARE-USM	2862	7,971			79,710	95652	120	95652	
HAZ.MAT.TRAINING FEES	2885								
	-----	-----	-----	-----	-----	-----	-----	-----	-----
PUBLIC SAFETY		7,971			79,710	95652	120	95652	
	-----	-----	-----	-----	-----	-----	-----	-----	-----
CHARGES FOR SERVICES		7,971			79,710	95652	120	95652	
FINES AND FORFEITS	330A								
FIRE CODE VIOLATIONS	3325	83			833	177	21	1000	823
	-----	-----	-----	-----	-----	-----	-----	-----	-----
FINES AND FORFEITS		83			833	177	21	1000	823
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405	250			2,500	1697	67	3000	1303
	-----	-----	-----	-----	-----	-----	-----	-----	-----
INTEREST EARNINGS		250			2,500	1697	67	3000	1303
CONTRIBUTIONS-PRIVATE	3460								
CONTRIB-OTHER	3469	83			833	250	30	1000	750
	-----	-----	-----	-----	-----	-----	-----	-----	-----
CONTRIBUTIONS-PRIVATE		83			833	250	30	1000	750
	-----	-----	-----	-----	-----	-----	-----	-----	-----
MISCELLANEOUS		333			3,333	1947	58	4000	2053
TRANSFERS	380A								
TRANSFERS FROM OTHER FUND	3800								
T/F GENERAL FUND	3800 01								
	-----	-----	-----	-----	-----	-----	-----	-----	-----
TRANSFERS FROM OTHER									
	-----	-----	-----	-----	-----	-----	-----	-----	-----
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
SALE OF REAL ESTATE	3920								
SALE OF EQUIPMENT	3940	1,916			19,167	23000	119	23000	
INSURANCE REIMB-STORM	3962								
REFUND & RECOVERY	3965					475			475-
CAPITAL LEASE PROCEEDS	3970	63,750			637,500			765000	765000
NOTE PROCEEDS	3975								
FIRE STATION	3975 03								

NOTE PROCEEDS									
NON-REVENUE RECEIPTS		65,666			656,667	23475	3	788000	764525
BEGINNING CASH BALANCE 399A									
APPROPRIABLE FUND BALAN 3999		66,920			669,204			803045	803045
BEGINNING CASH BALANC		66,920			669,204			803045	803045
REVENUES		160,974	294952	183	1,609,748	416203	25	1931697	1515494

8/01/16

		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
FAUS GRANT(LINC#1)	2331								
FAUS GRANT(LINC#2)	2332								
FAUS GRANT(CLASSIC DR)	2334								
FAUS GRANT(S.28TH)	2335								
FAUS GRANT(LINC#4)	2336								

FEDERAL GRANTS									
STATE-SHARED REVENUE	260B								
MUNICIPAL AID	2650	4,583	15966	348	45,833	60925	132	55000	5925-

STATE-SHARED REVENUE		4,583	15966	348	45,833	60925	132	55000	5925-
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405	16	82	512	167	689	412	200	489-

INTEREST EARNINGS		16	82	512	167	689	412	200	489-
CONTRIBUTIONS-PUBLIC	3450								
CONTRIB-USM-CLASSIC DR	3452								
CONTRIBUTIONS-FORREST	3455								

CONTRIBUTIONS-PUBLIC									

MISCELLANEOUS		16	82	512	167	689	412	200	489-
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								
T/F '99 TAX INCR CONST	3800 103								
T/F '93 STREETS,DRAINS	3800 110								
T/F MUN.ROAD & BRIDGE	3800 72								
T/F '92 PARKS,REC,STS.	3800 97								

TRANSFERS FROM OTHR									

TRANSFERS									
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
TIF DEPOSIT/PROCEEDS	3971								

NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	5,997			59,973			71968	71968

BEGINNING CASH BALANC	-----	5,997	-----	-----	59,973	-----	-----	71968	71968
REVENUES	-----	10,597	16048	151	105,973	61614	58	127168	65554

8/01/16

.....CURRENT.....			YEAR-TO-DATE.....		
ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV

	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
CHARGES FOR SERVICES	280A								
SANITATION	2950								
LAGOON DUMPING	2955	2,083	1670	80	20,833	22135	106	25000	2865
SANITATION		2,083	1670	80	20,833	22135	106	25000	2865
CHARGES FOR SERVICES		2,083	1670	80	20,833	22135	106	25000	2865
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405		802			7335			7335-
OTHER INTEREST-MMA	3407	100			1,000			1200	1200
INTEREST EARNINGS		100	802	802	1,000	7335	733	1200	6135-
RENTS AND ROYALTIES	3410								
EQUIPMENT	3419								
RENTS AND ROYALTIES									
MISCELLANEOUS		100	802	802	1,000	7335	733	1200	6135-
ENTERPRISE ACCOUNTS	360A								
TAPS	3610								
SEWERAGE TREATMENT	3720								
METER RELOCATION	3730								
MISCELLANEOUS	3790								
ENTERPRISE ACCOUNTS									
TRANSFERS	380A								
TRANSFERS FROM OTHER FUND	3800								
T/F WATER & SEWER B&I	3800 10								
T/F WATER & SEWER	3800 11	812,500	802469	98	8,125,000	8145062	100	9750000	1604938
T/F CUSTOMER METER	3800 24								
TRANSFERS FROM OTHER		812,500	802469	98	8,125,000	8145062	100	9750000	1604938
TRANSFERS		812,500	802469	98	8,125,000	8145062	100	9750000	1604938
NON-REVENUE RECEIPTS	390A								
SALE OF EQUIPMENT	3940								
SALE OF SCRAP MATERIAL	3943					2919			2919-
SALE OF MISC. ITEMS	3945								
REFUND & RECOVERY	3965		100			385			385-
RECOVERY OF DAMAGE CLAIM	3967								
CAPITAL LEASE PROCEEDS	3970								

NON-REVENUE RECEIPTS	-----	-----	-----	----	-----	-----	----	-----	-----
			100			3304			3304-
BEGINNING CASH BALANCE 399A									
APPROPRIABLE FUND BALAN 3999	-----	-----	-----	----	-----	-----	----	-----	-----
		111,518			1,115,181			1338217	1338217
BEGINNING CASH BALANC	-----	-----	-----	----	-----	-----	----	-----	-----
		111,518			1,115,181			1338217	1338217
REVENUES	-----	-----	-----	----	-----	-----	----	-----	-----
		926,201	805041	86	9,262,014	8177835	88	11114417	2936582

CITY OF HATTIESBURG

REVENUE REPORT

8/01/16

ALL FUNDS

10 MONTHS ENDING 07/31/16

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405		218			2097			2097-
OTHER INTEREST-MMA	3407		149			820			820-
TREASURY NOTES	3409								
INTEREST EARNINGS			367			2917			2917-
MISCELLANEOUS			367			2917			2917-
TRANSFERS	380A								
TRANSFERS FROM OTHER FUND	3800								
T/F '13 W&S BOND CONST	3800 105								
T/F WATER & SEWER '06	3800 11A	139,166	137449	98	1,391,667	1395103	100	1670000	274897
T/F WATER & SEWER '12	3800 11B	72,916	72016	98	729,167	730967	100	875000	144033
T/F WATER & SEWER '13	3800 11C	112,500	98755	87	1,125,000	1152489	102	1350000	197511
T/F '10 W&S GO BONDS	3800 11GO					185185			185185-
T/F WTR/SWR (METER GO)	3800 11M	75,000	74074	98	750,000	751852	100	900000	148148
T/F W&S B&I USA YEAST	3800 15								
T/F W & S CONTINGENCY	3800 17								
T/F WATER METER PROJEC	3800 78								
T/F '12 W&S REV BOND C	3800 94								
T/F '10 W&S GO BONDS	3800 99								
TRANSFERS FROM OTHER		399,583	382295	95	3,995,833	4215596	105	4795000	579404
TRANSFERS		399,583	382295	95	3,995,833	4215596	105	4795000	579404
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912					4605000			4605000-
BOND PREMIUM	3913					231244			231244-
ACCRUED INTEREST	3915								
SALE OF BONDS						4836244			4836244-
NON-REVENUE RECEIPTS						4836244			4836244-
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALANCE	3999	563,170			5,631,702			6758042	6758042
BEGINNING CASH BALANCE		563,170			5,631,702			6758042	6758042
REVENUES		962,753	382662	39	9,627,535	9054756	94	11553042	2498286

NON-REVENUE RECEIPTS	-----	-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999								
	-----	-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANC									
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES		1,447,933	1773854	122	14,479,333	15377696	106	17375200	1997504

012012 - 1999 TAX INCRE B&I-REVENUES

CITY OF HATTIESBURG

REVENUE REPORT

8/01/16

ALL FUNDS

10 MONTHS ENDING 07/31/16

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVENUE	270B								
FORREST CTY	2705								
CITY/COUNTY-SHARED RE									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405		1			9			9-
OTHER INTEREST	3407								
TREASURY NOTES	3409								
INTEREST EARNINGS			1			9			9-
MISCELLANEOUS			1			9			9-
TRANSFERS	380A								
TRANSFERS FROM OTHER FUND	3800								
T/F '99 TAX INCREASE CONS	3800 103								
T/F TAX COLLECTORS-GPT	3800 27								
TRANSFERS FROM OTHER									
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALANCE	3999	572			5,728			6874	6874
BEGINNING CASH BALANCE		572			5,728			6874	6874
REVENUES		572	1		5,728	9		6874	6865

CITY OF HATTIESBURG

REVENUE REPORT

8/01/16

ALL FUNDS

10 MONTHS ENDING 07/31/16

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVEN	270B								
PROPERTY TAX DISTR-SUNB	2728								
KOHLER DEBT.SER-FORREST	2730	434			4,342	5210	119	5210	
		-----	-----	----	-----	-----	-----	-----	-----
CITY/COUNTY-SHARED RE		434			4,342	5210	119	5210	
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405	125	118	94	1,250	1000	80	1500	500
OTHER INTEREST-MMA	3407								
TREASURY NOTES	3409								
		-----	-----	----	-----	-----	-----	-----	-----
INTEREST EARNINGS		125	118	94	1,250	1000	80	1500	500
RENTS AND ROYALTIES	3410								
BUILDING	3412								
KOHLER	3412 17								
ABILITYWORKS INC (ALLI	3412 19								
OTHER BLDG. RENT	3412 99								
		-----	-----	----	-----	-----	-----	-----	-----
BUILDING									
		-----	-----	----	-----	-----	-----	-----	-----
RENTS AND ROYALTIES									
		-----	-----	----	-----	-----	-----	-----	-----
MISCELLANEOUS		125	118	94	1,250	1000	80	1500	500
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								
T/F SPEC.SALES TAX	3800 107	10,426	10427	100	104,266	104270	100	125119	20849
T/F TAX COLLECTORS-GPT	3800 27	243,750	58930	24	2,437,500	2836295	116	2925000	88705
T/F INDUSTRIAL PARK DE	3800 87								
T/F IND.PARK (KOHLER)	3800 87K	22,850			228,509	274211	120	274211	
T/F IND.PARK (SUNBEAM)	3800 87S								
T/F D/T LIGHTING	3800 90								
T/F MDB CAPITAL PROJEC	3800 96								
		-----	-----	----	-----	-----	-----	-----	-----
TRANSFERS FROM OTHR		277,027	69357	25	2,770,275	3214776	116	3324330	109554
		-----	-----	----	-----	-----	-----	-----	-----
TRANSFERS		277,027	69357	25	2,770,275	3214776	116	3324330	109554
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
SALE OF BONDS	3912					5400000			5400000-
BOND PREMIUM	3913					261040			261040-
ACCRUED INT-RFDG BONDS	3915								
		-----	-----	----	-----	-----	-----	-----	-----

SALE OF BONDS						5661040			5661040-
SALE OF REAL ESTATE-SAC	3920	17,739	153938	867	177,396	212875	119	212875	
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS		17,739	153938	867	177,396	5873915	3311	212875	5661040-
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	257,318			2,573,188			3087826	3087826
BEGINNING CASH BALANC		257,318			2,573,188			3087826	3087826
REVENUES		552,645	223412	40	5,526,451	9094901	164	6631741	2463160-

014014 - SCHOOL FUND REVENUES

CITY OF HATTIESBURG

REVENUE REPORT

8/01/16

ALL FUNDS

10 MONTHS ENDING 07/31/16

	OBJ/SUB	ESTIMATED	CURRENT	ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200										
TRANSFERS	380A										
TRANSFERS FROM OTHR FND	3800										
T/F TAX COLLECTORS-GPT	3800 27			323540				15716857			15716857-
T/F TAX COLL-GPT-'88 B	3800 27SB			42141				2140640			2140640-
	-----	-----	-----	-----	----	-----	-----	-----	----	-----	-----
TRANSFERS FROM OTHR				365682				17857497			17857497-
	-----	-----	-----	-----	----	-----	-----	-----	----	-----	-----
TRANSFERS				365682				17857497			17857497-
	-----	-----	-----	-----	----	-----	-----	-----	----	-----	-----
REVENUES				365682				17857497			17857497-

ALL FUNDS

10 MONTHS ENDING 07/31/16

[illegible]

CITY OF HATTIESBURG

REVENUE REPORT

8/01/16

ALL FUNDS

10 MONTHS ENDING 07/31/16

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
SAVINGS ACCOUNT/MMA	3405								
INTEREST EARNINGS									
P&FD&R EMPLOYEE CONTRIB	3470					7714			7714-
MISCELLANEOUS						7714			7714-
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F TAX COLLECTORS-GPT	3800 27		25150			1211347			1211347-
TRANSFERS FROM OTHR			25150			1211347			1211347-
TRANSFERS			25150			1211347			1211347-
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999								
BEGINNING CASH BALANC									
REVENUES			25150			1219060			1219060-

8/01/16

.....CURRENT.....			YEAR-TO-DATE.....		
ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV

	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
JUST.-TREAS(ATF)	2306								
JUST.-HURRICANE RELIEF(	2308								
FEDERAL GRANTS									
STATE GRANTS	250B								
CRIME PREVENTION PROGRA	2516								
PR VOTECH TRAINING	2517								
ATT'Y GEN./TOBACCO REVE	2525								
STATE GRANTS									
CHARGES FOR SERVICES	280A								
PUBLIC SAFETY	2850								
K-9 TRAINING	2872								
BAD CHECK PROC. FEES	2875					1866			1866-
DISPATCHER TRNG. FEES	2890								
SWORN TRNG FEES	2891								
NON-SWORN TRNG FEES	2892								
METRO CRIME SCENE FEES	2895								
METRO CRIME SCENE-LAM	2895 01								
METRO CRIME SCENE-PET	2895 02								
METRO CRIME SCENE-FOR	2895 03								
METRO CRIME SCENE-PER	2895 04								
METRO CRIME SCENE F									
PUBLIC SAFETY						1866			1866-
CHARGES FOR SERVICES						1866			1866-
FINES AND FORFEITS	330A								
DARE CITY COURT COSTS	3321		1395			15742			15742-
NARC.FORFEITURES-POLICE	3323		5845			18278			18278-
FORF-FED(TREAS/IRS/ATF)	3324								
FORF-FED(JUSTICE/DEA)	3326					79744			79744-
FINES AND FORFEITS			7240			113765			113765-
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
SAVINGS ACCOUNT/MMA	3405		14			116			116-
INTEREST EARNINGS			14			116			116-
CONTRIBUTIONS-PUBLIC	3450								
CONTRIB-LAMAR CNTY	3451								
CONTRIB-USM	3452								

CONTRIB-PETAL	3453							
CONTRIB-METRO CRIME ST	3454							
CONTRIBUTIONS-FORREST	3455							
CONTRIBUTIONS-OTHER	3459							

CONTRIBUTIONS-PUBLIC								
CONTRIBUTIONS-PRIVATE	3460							
CONTRIB-D.A.R.E.	3461							
CONTRIB-OTHER	3469							

CONTRIBUTIONS-PRIVAT								

MISCELLANEOUS			14			116		116-
TRANSFERS	380A							
TRANSFERS FROM OTHR FND	3800							
T/F GENERAL FUND	3800 01							

TRANSFERS FROM OTHR								

TRANSFERS								
NON-REVENUE RECEIPTS	390A							
SALE OF EQUIPMENT	3940							
SALE OF CANINES	3946							
INSURANCE REIMB-STORM	3962							
REFUND & RECOVERY	3965							

NON-REVENUE RECEIPTS								
BEGINNING CASH BALANCE	399A							
APPROPRIABLE FUND BALAN	3999	20,612			206,129		247355	247355

BEGINNING CASH BALANC		20,612			206,129		247355	247355

REVENUES		20,612	7254	35	206,129	115747	56	247355 131608

CITY OF HATTIESBURG

REVENUE REPORT

8/01/16

ALL FUNDS

10 MONTHS ENDING 07/31/16

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVENUE	270B								
FORREST CTY	2705	12,151			121,512	142728	117	145814	3086
		-----	-----	----	-----	-----	----	-----	-----
CITY/COUNTY-SHARED RE		12,151			121,512	142728	117	145814	3086
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405		8			106			106-
OTHER INTEREST	3407								
TREASURY NOTES	3409								
		-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS			8			106			106-
		-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS			8			106			106-
TRANSFERS	380A								
TRANSFERS FROM OTHER FUND	3800								
T/F TAX COLLECTORS-GPT	3800 27	12,151			121,512	50000	41	145814	95814
T/F '02 TIF CONSTR-SO.	3800 88								
T/F '14 TIF CONSTR-SO.	3800 91								
		-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHER		12,151			121,512	50000	41	145814	95814
		-----	-----	----	-----	-----	----	-----	-----
TRANSFERS		12,151			121,512	50000	41	145814	95814
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
		-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALANCE	3999	21,209			212,099			254519	254519
		-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANCE		21,209			212,099			254519	254519
		-----	-----	----	-----	-----	----	-----	-----
REVENUES		45,512	8		455,123	192834	42	546147	353313

CITY OF HATTIESBURG

REVENUE REPORT

8/01/16

ALL FUNDS

10 MONTHS ENDING 07/31/16

		CURRENT.....			YEAR-TO-DATE.....			ANNUAL ESTIMATE	UNREALIZED BALANCE
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV		
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVENUE	270B								
LAMAR CTY	2708								

CITY/COUNTY-SHARED RE									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405		3			28		28-	
OTHER INTEREST	3407								
TREASURY NOTES	3409								

INTEREST EARNINGS			3			28		28-	

MISCELLANEOUS			3			28		28-	

TRANSFERS	380A								
TRANSFERS FROM OTHER FUND	3800								
T/F TAX COLLECTORS-GPT	3800 27								
T/F '04 TIF CONSTR-HOM	3800 89								

TRANSFERS FROM OTHER									

TRANSFERS									
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								

NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALANCE	3999	5,604			56,042		67250	67250	

BEGINNING CASH BALANCE		5,604			56,042		67250	67250	

REVENUES		5,604	3		56,042	28	67250	67222	

CITY OF HATTIESBURG

REVENUE REPORT

8/01/16

ALL FUNDS

10 MONTHS ENDING 07/31/16

	OBJ/SUB	CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
		ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405		4			74			74-
OTHER INTEREST	3407								
TREASURY NOTES	3409								
	-----	-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS			4			74			74-
	-----	-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS			4			74			74-
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								
T/F TAX COLLECTORS-GPT	3800 27	18,630	90000	483	186,300	90000	48	223560	133560
T/F 2003 TIF CONST-CHA	3800 90								
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHR		18,630	90000	483	186,300	90000	48	223560	133560
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS		18,630	90000	483	186,300	90000	48	223560	133560
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
	-----	-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	17,593			175,931			211117	211117
	-----	-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANC		17,593			175,931			211117	211117
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES		36,223	90004	248	362,231	90074	24	434677	344603

CITY OF HATTIESBURG

REVENUE REPORT

8/01/16

ALL FUNDS

10 MONTHS ENDING 07/31/16

	OBJ/SUB	CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
		ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVENUE	270B								
LAMAR CTY	2708	9,431			94,310	113172	120	113172	
		-----	-----	----	-----	-----	----	-----	-----
CITY/COUNTY-SHARED RE		9,431			94,310	113172	120	113172	
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405	25	12	48	250	104	41	300	196
OTHER INTEREST	3407								
TREASURY NOTES	3409								
		-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS		25	12	48	250	104	41	300	196
		-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS		25	12	48	250	104	41	300	196
TRANSFERS	380A								
TRANSFERS FROM OTHER FUND	3800								
T/F TAX COLLECTORS-GPT	3800 27	28,298			282,982	125000	44	339578	214578
T/F 2007 TIF CONST-TUR	3800 91								
		-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHER		28,298			282,982	125000	44	339578	214578
		-----	-----	----	-----	-----	----	-----	-----
TRANSFERS		28,298			282,982	125000	44	339578	214578
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
		-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALANCE	3999	19,036			190,360			228432	228432
		-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANCE		19,036			190,360			228432	228432
		-----	-----	----	-----	-----	----	-----	-----
REVENUES		56,790	12		567,902	238276	41	681482	443206

CITY OF HATTIESBURG

REVENUE REPORT

8/01/16

ALL FUNDS

10 MONTHS ENDING 07/31/16

		CURRENT.....			YEAR-TO-DATE.....			ANNUAL ESTIMATE	UNREALIZED BALANCE
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV		
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVENUE	270B								
LAMAR CTY	2708								

CITY/COUNTY-SHARED RE									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405		4			56		56-	
OTHER INTEREST	3407								
TREASURY NOTES	3409								

INTEREST EARNINGS			4			56		56-	

MISCELLANEOUS			4			56		56-	

TRANSFERS	380A								
TRANSFERS FROM OTHER FUND	3800								
T/F TAX COLLECTORS-GPT	3800 27								
T/F 2008 TIF CONST-L/C	3800 90								

TRANSFERS FROM OTHER									

TRANSFERS									
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								

NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALANCE	3999	12,784			127,848		153417	153417	

BEGINNING CASH BALANCE		12,784			127,848		153417	153417	

REVENUES		12,784	4		127,848	56	153417	153361	

CITY OF HATTIESBURG

REVENUE REPORT

8/01/16

ALL FUNDS

10 MONTHS ENDING 07/31/16

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVEN	270B								
LAMAR CTY	2708	2,559			25,594	30144	117	30713	569
		-----	-----	----	-----	-----	-----	-----	-----
CITY/COUNTY-SHARED RE		2,559			25,594	30144	117	30713	569
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405					11			11-
OTHER INTEREST	3407								
TREASURY NOTES	3409								
		-----	-----	----	-----	-----	-----	-----	-----
INTEREST EARNINGS						11			11-
		-----	-----	----	-----	-----	-----	-----	-----
MISCELLANEOUS						11			11-
TRANSFERS	380A								
TRANSFERS FROM OTHER FND	3800								
T/F TAX COLLECTORS-GPT	3800 27	5,542			55,427	35000	63	66512	31512
T/F 2011 TIF CONST-KOH	3800 91								
		-----	-----	----	-----	-----	-----	-----	-----
TRANSFERS FROM OTHER		5,542			55,427	35000	63	66512	31512
		-----	-----	----	-----	-----	-----	-----	-----
TRANSFERS		5,542			55,427	35000	63	66512	31512
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
APPROPRIABLE FUND BALAN	3999	2,973			29,730			35676	35676
		-----	-----	----	-----	-----	-----	-----	-----
NON-REVENUE RECEIPTS		2,973			29,730			35676	35676
		-----	-----	----	-----	-----	-----	-----	-----
REVENUES		11,075			110,751	65154	58	132901	67747

TAXES-OTHER		34641		242173		242173-
LICENSES, PERMITS & FEES 220A						
OTHER PERMITS & FEES 2230						
CITY CLERK FEES 2232						
OTHER PERMITS & FEES						
LICENSES, PERMITS & F						
MISCELLANEOUS 340A						
INTEREST EARNINGS 3400						
CERTIFICATES OF DEPOSI 3402						
SAVINGS ACCOUNT/MMA 3405	48		4403		4403-	
TREASURY NOTES 3409						
INTEREST EARNINGS	48		4403		4403-	
MISCELLANEOUS	48		4403		4403-	
NON-REVENUE RECEIPTS 390A						
REFUND & RECOVERY 3965						
NON-REVENUE RECEIPTS						
REVENUES	816704		38181683		38181683-	

T/F GENERAL FUND	3800 01								
TRANSFERS FROM OTHR									
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
SALE OF REAL ESTATE	3920								
SALE OF TIMBER	3923	1,867			18,679	22415	120	22415	
NON-REVENUE RECEIPTS		1,867			18,679	22415	120	22415	
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	10,184			101,849			122219	122219
BEGINNING CASH BALANC		10,184			101,849			122219	122219
REVENUES		213,013	2533	1	2,130,135	2008957	94	2556162	547205

8/01/16

.....CURRENT.....			YEAR-TO-DATE.....		
ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV

UNREALIZED
BALANCE[illegible]

CITY OF HATTIESBURG
REVENUE REPORT
ALL FUNDS

8/01/16

10 MONTHS ENDING 07/31/16

	OBJ/SUB	CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
		ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
FHWA-STORM RELATED	2323								
FEMA RELIEF	2337								

FEDERAL GRANTS									
STATE GRANTS	250B								
STATE BOND FDS/GORDON C	2501								
GORDON CRK PATH/PAT HAR	2502								
MDIP-HBRG CLINIC ACCESS	2530	38,655			386,557	49875	12	463868	413993
WEATHERSBY ROAD	2533								
MDOT-MPO GRANT	2555								
MDOT-BONHOMIE/TATUM SI	2555 01								
MDOT-TRAFFIC SIGNALS	2555 02								
MDOT-NEW TARGET	2555 03								
MDOT-#1 HARDY ST WIDEN	2555 04		726127			726127			726127-
MDOT-LLT-US 49 TO MAIN	2555 05	88,277			882,775			1059330	1059330
MDOT-#2 HARDY ST WIDEN	2555 06								
MDOT-TRAF SIGNAL-SO.PO	2555 07								
MDOT-ARRA-PINE B'WAY T	2555 08								
MDOT-SIDEWALKS-SCHOOLS	2555 09								
MDOT-WESTERN BELTWAY	2555 10	4,500			45,000			54000	54000
MDOT-RAILROAD CROSSING	2555 11								
MDOT-FUTURE PROJECT	2555 12								
MDOT-B'WAY,MOBILE TE	2555 13	55,583	425800	766	555,833	425800	76	667000	241200
MDOT-34TH AVE TE	2555 14	8,917	85757	961	89,178	85757	96	107014	21257
MDOT-4TH ST PHASE I	2555 15		39210			39210			39210-
MDOT-4TH ST PHASE II	2555 16	72,938			729,387			875264	875264
MDOT-MARTIN LUTHER KIN	2555 17								
MDOT-SIDEWALKS-HAWKINS	2555 18	16,541			165,417			198500	198500
MDOT-SIDEWALKS-TUSCAN	2555 19	25,390			253,903			304684	304684
MDOT-LLT DEPOT TO CHAI	2555 20	43,197			431,978			518373	518373
MDOT-J ED TURNER BIKE	2555 21	16,800			168,000			201600	201600

MDOT-MPO GRANT		332,147	1276893	384	3,321,471	1276893	38	3985765	2708872

STATE GRANTS		370,802	1276893	344	3,708,028	1326768	35	4449633	3122865
CITY/COUNTY-SHARED REVEN	270B								
FORREST - INFRAST. IMPR	2707								
PRO-RATA CTY RD TAX-FOR	2710	107,916	22896	21	1,079,167	546254	50	1295000	748746
PRO-RATA CTY RD TAX-LAM	2715	62,083	11914	19	620,833	1157718	186	745000	412718-
MISCELLANEOUS GRANTS	2740								

CITY/COUNTY-SHARED RE		170,000	34810	20	1,700,000	1703973	100	2040000	336027
MISCELLANEOUS	340A								

INTEREST EARNINGS	3400							
CERTIFICATES OF DEPOSIT	3402							
SAVINGS ACCOUNT/MMA	3405							

INTEREST EARNINGS								
CONTRIBUTIONS-PUBLIC	3450							
CONTRIBUTIONS-FORREST	3455	2,083			20,833		25000	25000
CONTRIB-RAILS TO TRAIL	3457	3,125			31,250	37500	120	37500

CONTRIBUTIONS-PUBLIC		5,208			52,083	37500	72	62500
CONTRIBUTIONS-PRIVATE	3460							
CONTRIB-RAILROAD PROJE	3461							
CONTRIB-CHAUVET SQ.PRO	3469							

CONTRIBUTIONS-PRIVAT								

MISCELLANEOUS		5,208			52,083	37500	72	62500
TRANSFERS	380A							25000
TRANSFERS FROM OTHR FND	3800							
T/F W & S CONSTRUCTION	3800 75							
T/F INDUSTRIAL PARK DE	3800 87							

TRANSFERS FROM OTHR								

TRANSFERS								
NON-REVENUE RECEIPTS	390A							
SALE OF TIMBER	3923							
REFUND & RECOVERY	3965							
REFUND-COST SHARING	3969							
CAPITAL LEASE PROCEEDS	3970							

NON-REVENUE RECEIPTS								
BEGINNING CASH BALANCE	399A							
APPROPRIABLE FUND BALAN	3999	146,978			1,469,781		1763737	1763737

BEGINNING CASH BALANC		146,978			1,469,781		1763737	1763737

REVENUES		692,989	1311704	189	6,929,892	3068241	44	8315870

8/01/16

CURRENT			YEAR-TO-DATE			ANNUAL	UNREALIZED
ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
41,590			415,905	284642	68	499086	214444
26,391			263,917			316700	316700
10,673			106,733	93426	87	128080	34654
15,331			153,318	25678	16	183982	158304
93,987			939,873	403746	42	1127848	724102
	7			90			90-
	7			90			90-
3,291	4202	127	32,917	34209	103	39500	5291
208	271	130	2,083	2855	137	2500	355-
3,500	4473	127	35,000	37064	105	42000	4936
3,500	4480	128	35,000	37155	106	42000	4845
19,166	230000	1200	191,667	230000	119	230000	
17,500	4168	23	175,000	200618	114	210000	9382
36,666	234168	638	366,667	430618	117	440000	9382
36,666	234168	638	366,667	430618	117	440000	9382
				1240			1240-

NON-REVENUE RECEIPTS					1240			1240-	
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	27,543		275,433			330519	330519	
BEGINNING CASH BALANC		27,543		275,433			330519	330519	
REVENUES		161,697	238648	147	1,616,973	872759	53	1940367	1067608

8/01/16

.....CURRENT.....			YEAR-TO-DATE.....		
ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV

	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
CDBG-USA YEAST	2336								
FEMA RELIEF	2337								
CDBG-WIS PAK	2338								
CDBG-WATER PLANT 2 RENO	2339								
MDA DIP DEWS WTR LINES	2352					38718			38718-
US CORPS OF ENGR PROJEC	2354								
LAGOON AERATORS-DOE ARR	2357								
COUNTRY CLUB WATER-EPA	2358								
NRCS EROSION CONTROL GR	2512								
I.P.-HYBERPLASTIC-MDA G	2514								
	-----	-----	-----	----	-----	-----	----	-----	-----
FEDERAL GRANTS						38718			38718-
CITY/COUNTY-SHARED REVEN	270B								
FORREST CTY	2705								
PETAL	2737								
LAMAR PARK	2738								
	-----	-----	-----	----	-----	-----	----	-----	-----
CITY/COUNTY-SHARED RE									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405		341			3442			3442-
	-----	-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS			341			3442			3442-
RENTS AND ROYALTIES	3410								
LAND	3411								
TRITELL COMMUNICATION	3411 12								
AT&T/CINGULAR(WTR WOR	3411 13	1,250			12,500			15000	15000
SBA STRUCTURES (WM CA	3411 14	1,275	2728	213	12,750	13480	105	15300	1820
CCATT HOLDINGS-WATER	3411 15	1,500	1305	87	15,000	5758	38	18000	12242
AP WIRELESS INVESTMEN	3411 16	16,666			166,667	239998	143	200000	39998-
	-----	-----	-----	----	-----	-----	----	-----	-----
LAND		20,691	4033	19	206,917	259235	125	248300	10935-
BUILDING	3412								
USM CELLULAR ONE RENT	3412 41								
TH INC MANAGEMENT(USM	3412 42								
VERIZON-USM WATER TAN	3412 43								
CELLULAR SOUTH(MULTI	3412 44								
	-----	-----	-----	----	-----	-----	----	-----	-----
BUILDING									
	-----	-----	-----	----	-----	-----	----	-----	-----
RENTS AND ROYALTIES		20,691	4033	19	206,917	259235	125	248300	10935-
CONTRIBUTIONS-PRIVATE	3460								

CONTRIB-USA YEAST SWR	3461								

CONTRIBUTIONS-PRIVAT									

MISCELLANEOUS		20,691	4374	21	206,917	262678	126	248300	14378-
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								
T/F WATER & SEWER O &	3800 09								
T/F WATER & SEWER B&I	3800 10								
T/F WATER & SEWER	3800 11	175,633	499331	284	1,756,333	2613271	148	2107600	505671-
T/F W & S CONTINGENCY	3800 17								
T/F COM.DEV.BLK.GRANT	3800 82								
T/F INDUSTRIAL PARK DE	3800 87								

TRANSFERS FROM OTHR		175,633	499331	284	1,756,333	2613271	148	2107600	505671-

TRANSFERS		175,633	499331	284	1,756,333	2613271	148	2107600	505671-

NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
CAPITAL LEASE PROCEEDS	3970								
NOTE PROCEEDS	3975								
SRF LOAN PROCEEDS-#1	3980								
SRF LOAN PROCEEDS-#2	3985								
SRF LOAN PROCEEDS-#3	3987								

NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	262,362			2,623,627			3148352	3148352

BEGINNING CASH BALANC		262,362			2,623,627			3148352	3148352

REVENUES		458,687	503706	109	4,586,877	2914666	63	5504252	2589586

NON-REVENUE RECEIPTS	-----	-----	-----	----	-----	-----	----	-----	-----
					1462				1462-
BEGINNING CASH BALANCE 399A									
APPROPRIABLE FUND BALAN 3999		27,601			276,017			331220	331220
	-----	-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANC		27,601			276,017			331220	331220
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES		112,032	492837	439	1,120,329	1017859	90	1344395	326536

8/01/16

.CURRENT.....YEAR-TO-DATE.....

ANNUAL ESTIMATE	UNREALIZED BALANCE
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HOME ENTITLEMENT-199			-----	-----	-----	-----	-----	-----
CDBG-ENTITLEMENT-1998	2395							
CDBG-ENT.-ADMINISTRATI	2395	ADM						
CDBG-ENT.-DEMOLITION	2395	DEM						
CDBG-ENT.-DRAINAGE	2395	DRG						
CDBG-ENT.-EATON SCHOOL	2395	EAT						
CDBG-ENT.-EMER.REHAB.	2395	ER						
CDBG-ENT.-FULL REHAB.	2395	FR						
CDBG-ENT.-NEIGHBORHD G	2395	NG						
CDBG-ENT.-PLANNING	2395	PL						
CDBG-ENT.-PUBLIC SERVI	2395	PS						
CDBG-ENTITLEMENT-199			-----	-----	-----	-----	-----	-----
HOME ENTITLEMENT-1999			2397					
HOME ENTIT-AFFORD.HOUS	2397	AH						
HOME ENTIT-CHDO ADMIN	2397	CHDOAD						
HOME ENTIT-CHDO SETASI	2397	CHDOSA						
HOME ENTIT-DOWNPAYMENT	2397	DA						
HOME ENTIT-DA RECAPTUR	2397	DAR						
HOME ENTIT-FULL REHAB.	2397	FR						
HOME ENTITLEMENT-199			-----	-----	-----	-----	-----	-----
CDBG-ENTITLEMENT-1999	2399							
CDBG-ENT.-ADMINISTRATI	2399	ADM						
CDBG-ENT.-BRADY ST SEW	2399	BSS						
CDBG-ENT.-DEMOLITION	2399	DEM						
CDBG-ENT.-DRAINAGE	2399	DRG						
CDBG-ENT.-EATON SCHOOL	2399	EAT						
CDBG-ENT.-EMER.REHAB.	2399	ER						
CDBG-ENT.-FULL REHAB.	2399	FR						
CDBG-ENT.-NEIGHBORHD G	2399	NG						
CDBG-ENT.-PLANNING	2399	PL						
CDBG-ENT.-PRVO	2399	PRVO						
CDBG-ENT.-PUBLIC SERVI	2399	PS						
CDBG-ENT.-SIDEWALKS	2399	SWLK						
CDBG-ENTITLEMENT-199			-----	-----	-----	-----	-----	-----
CDBG-ENTITLEMENT-2000	2401							
CDBG-ENT.-ADMINISTRATI	2401	ADM						
CDBG-ENT.-DEMOLITION	2401	DEM						
CDBG-ENT.-DRAINAGE	2401	DRG						
CDBG-ENT.-EMER.REHAB.	2401	ER						
CDBG-ENT.-FACADE PROG	2401	FAC						
CDBG-ENT.-FULL REHAB.	2401	FR						
CDBG-ENT.-NEIGHBORHD G	2401	NG						
CDBG-ENT.-PUBLIC SERVI	2401	PS						
CDBG-ENT.-SIDEWALKS	2401	SWLK						
CDBG-ENTITLEMENT-200			-----	-----	-----	-----	-----	-----
HOME ENTITLEMENT-2000	2402							

HOME ENTIT-AFFORD.HOUS	2402	AH						
HOME ENTIT-CHDO ADMIN	2402	CHDOAD						
HOME ENTIT-CHDO SETASI	2402	CHDOSA						
HOME ENTIT-DOWNPAYMENT	2402	DA						
HOME ENTIT-FULL REHAB.	2402	FR						

HOME ENTITLEMENT-200								
CDBG-ENTITLEMENT-2001	2403							
CDBG-ENT.-ADMINISTRATI	2403	ADM						
CDBG-ENT.-DEMOLITION	2403	DEM						
CDBG-ENT.-DRAINAGE	2403	DRG						
CDBG-ENT.-EATON SCHOOL	2403	EAT						
CDBG-ENT.-EMER.REHAB.	2403	ER						
CDBG-ENT.-FACADE PROG	2403	FAC						
CDBG-ENT.-FULL REHAB.	2403	FR						
CDBG-ENT.-D/T LIGHTING	2403	LIGHT						
CDBG-ENT.-PLANNING	2403	PL						
CDBG-ENT.-PUBLIC SERVI	2403	PS						
CDBG-ENT.-SIDEWALKS	2403	SWLK						

CDBG-ENTITLEMENT-200								
HOME ENTITLEMENT-2001	2404							
HOME ENTIT-ADMINISTRAT	2404	ADM						
HOME ENTIT-AFFORD.HOUS	2404	AH						
HOME ENTIT-CHDO ADMIN	2404	CHDOAD						
HOME ENTIT-CHDO SETASI	2404	CHDOSA						
HOME ENTIT-DOWNPAYMENT	2404	DA						
HOME ENTIT-FULL REHAB.	2404	FR						

HOME ENTITLEMENT-200								
HOME ENTITLEMENT-2002	2406							
HOME ENTIT-ADMINISTRAT	2406	ADM						
HOME ENTIT-AFFORD.HOUS	2406	AH						
HOME ENTIT-CHDO OPERAT	2406	CHDO						
HOME ENTIT-DOWNPAYMENT	2406	DA						
HOME ENTIT-FULL REHAB.	2406	FR						
HOME ENTIT-HOME BUYER	2406	HBE						
HOME ENTIT	2406	HE						

HOME ENTITLEMENT-200								
CDBG-ENTITLEMENT-2002	2407							
CDBG-ENT.-ADMINISTRATI	2407	ADM						
CDBG-ENT.-ADMIN/EMER R	2407	ADMER						
CDBG-ENT.-ADMIN/FULL R	2407	ADMFR						
CDBG ENT.-CHDO OPERATI	2407	CHDO						
CDBG-ENT.-DEMOLITION	2407	DEM						
CDBG-ENT.-DRAINAGE	2407	DRG						
CDBG-ENT.-EATON SCHOOL	2407	EAT						
CDBG-ENT.-EMER.REHAB.	2407	ER						
CDBG-ENT.-FACADE PROG	2407	FAC						
CDBG-ENT.-FULL REHAB.	2407	FR						

CDBG-ENT.-PLANNING	2407	PL						
CDBG-ENT.-PUBLIC SERVI	2407	PS						

CDBG-ENTITLEMENT-200								
HOME ENTITLEMENT-2003	2408							
HOME ENTIT-ADMINISTRAT	2408	ADM						
HOME ENTIT-AFFORD.HOUS	2408	AH						
HOME ENTIT-CHDO OPERAT	2408	CHDO						
HOME ENTIT-DOWNPAYMENT	2408	DA						
HOME ENTIT-FULL REHAB.	2408	FR						
HOME ENTIT-REHAB.SUBRE	2408	RSC						

HOME ENTITLEMENT-200								
CDBG-ENTITLEMENT-2003	2409							
CDBG-ENT.-ADMINISTRATI	2409	ADM						
CDBG-ENT.-ADMIN/EMER R	2409	ADMER						
CDBG-ENT.-ADMIN/FULL R	2409	ADMFR						
CDBG-ENT.-ADMIN/PUBLIC	2409	ADMPS						
CDBG-ENT.-DEMOLITION	2409	DEM						
CDBG-ENT.-EMER ALERT P	2409	EAP						
CDBG-ENT.-EMER.REHAB.	2409	ER						
CDBG-ENT.-FACADE PROG	2409	FAC						
CDBG-ENT.-FULL REHAB.	2409	FR						
CDBG-ENT.-MICRO LOAN P	2409	MLP						
CDBG-ENT.-PLANNING	2409	PL						
CDBG-ENT.-PUBLIC SERVI	2409	PS						
CDBG-ENT.-REHAB.SUBREC	2409	RSC						
CDBG-ENT.-WORLD CHANGE	2409	WC						

CDBG-ENTITLEMENT-200								
HOME ENTITLEMENT-2004	2410							
HOME ENTIT-ADMINISTRAT	2410	ADM						
HOME ENTIT-AFFORD.HOUS	2410	AH						
HOME ENTIT-CHDO SETASI	2410	CHDOSA						
HOME ENTIT-DOWNPAYMENT	2410	DA						
HOME ENTIT-FULL REHAB.	2410	FR						
HOME ENTIT-REHAB.SUBRE	2410	RSC						

HOME ENTITLEMENT-200								
CDBG-ENTITLEMENT-2004	2411							
CDBG-ENT.-ADMINISTRATI	2411	ADM						
CDBG-ENT.-ADMIN/FULL R	2411	ADMFR						
CDBG-ENT.-ADMIN/HSG RE	2411	ADMHR						
CDBG-ENT.-ADMIN/PUBLIC	2411	ADMPS						
CDBG-ENT.-DEMOLITION	2411	DEM						
CDBG-ENT.-EMER ALERT P	2411	EAP						
CDBG-ENT.-ENGINEERING	2411	EP						
CDBG-ENT.-FACADE PROG	2411	FAC						
CDBG-ENT.-FULL REHAB.	2411	FR						
CDBG-ENT.-HOUSING REPR	2411	HR						
CDBG-ENT.-PLANNING	2411	PL						

CDBG-ENT.-WORLD CHANGE	2411	WC						

CDBG-ENTITLEMENT-200								
HOME ENTITLEMENT-2005	2412							
HOME ENTIT-ADMINISTRAT	2412	ADM						
HOME ENTIT-AFFORD.HOUS	2412	AH						
HOME ENTIT-CHDO OPERAT	2412	CHDO						
HOME ENTIT-DOWNPAYMENT	2412	DA						
HOME ENTIT-FULL REHAB.	2412	FR						
HOME ENTIT-HOUSING REH	2412	HR						
HOME ENTIT-REHAB.SUBRE	2412	RSC						

HOME ENTITLEMENT-200								
CDBG-ENTITLEMENT-2005	2413							
CDBG-ENT.-ADMINISTRATI	2413	ADM						
CDBG-ENT.-ADMIN/FULL R	2413	ADMFR						
CDBG-ENT.-ADMIN/HSG RE	2413	ADMHR						
CDBG-ENT.-ADMIN/PUBLIC	2413	ADMPS						
CDBG-ENT.-DEMOLITION	2413	DEM						
CDBG-ENT.-ENGINEERING	2413	EP						
CDBG-ENT.-FACADE PROG	2413	FAC						
CDBG-ENT.-FULL REHAB.	2413	FR						
CDBG-ENT.-HOUSING REPR	2413	HR						
CDBG-ENT.-PLANNING	2413	PL						
CDBG-ENT.-PUBLIC SERVI	2413	PS						
CDBG-ENT.-WORLD CHANGE	2413	WC						

CDBG-ENTITLEMENT-200								
HOME ENTITLEMENT-2006	2414							
HOME ENTIT-ADMINISTRAT	2414	ADM						
HOME ENTIT-AFFORD.HOUS	2414	AH						
HOME ENTIT-CHDO ADMIN	2414	CHDO						
HOME ENTIT-CHDO SETASI	2414	CHDOSA						
HOME ENTIT-DOWNPAYMENT	2414	DA						
HOME ENTIT-HOUSING REH	2414	HR						

HOME ENTITLEMENT-200								
CDBG-ENTITLEMENT-2006	2415							
CDBG-ENT.-ADMINISTRATI	2415	ADM						
CDBG-ENT.-ADMIN/FULL R	2415	ADMFR						
CDBG-ENT.-ADMIN/HSG RE	2415	ADMHR						
CDBG-ENT.-ADMIN/PUBLIC	2415	ADMPS						
CDBG-ENT.-DEMOLITION	2415	DEM						
CDBG-ENT.-DRAINAGE	2415	DRG						
CDBG-ENT.-ENGINEERING	2415	EP						
CDBG-ENT.-FACADE PROG	2415	FAC						
CDBG-ENT.-FULL REHAB.	2415	FR						
CDBG-ENT.-HOUSING REPR	2415	HR						
CDBG-ENT.-PLANNING	2415	PL						
CDBG-ENT.-PUBLIC SERVI	2415	PS						
CDBG-ENT.-WORLD CHANGE	2415	WC						

CDBG-ENTITLEMENT-200		
HOME ENTITLEMENT-2007	2416	
HOME ENTIT-ADMINISTRAT	2416	ADM
HOME ENTIT-AFFORD.HOUS	2416	AH
HOME ENTIT-CHDO ADMIN	2416	CHDOAD
HOME ENTIT-CHDO SETASI	2416	CHDOSA
HOME ENTIT-DOWNPAYMENT	2416	DA
HOME ENTIT-FULL REHAB.	2416	FR
HOME ENTIT-HOUSING REH	2416	HR
HOME ENTIT-PLANNING	2416	PL
HOME ENTITLEMENT-200		
CDBG-ENTITLEMENT-2007	2417	
CDBG-ENT.-ADMINISTRATI	2417	ADM
CDBG-ENT.-ADMIN/FULL R	2417	ADMFR
CDBG-ENT.-ADMIN/HSG RE	2417	ADMHR
CDBG-ENT.-ADMIN/PUBLIC	2417	ADMPS
CDBG-ENT.-DEMOLITION	2417	DEM
CDBG-ENT.-ENGINEERING	2417	EP
CDBG-ENT.-FACADE PROG	2417	FAC
CDBG-ENT.-FULL REHAB.	2417	FR
CDBG-ENT.-HOUSING REPR	2417	HR
CDBG-ENT.-INFRASTRUC P	2417	IS
CDBG-ENT.-PLANNING	2417	PL
CDBG-ENT.-PUBLIC SERVI	2417	PS
CDBG-ENT.-WORLD CHANGE	2417	WC
CDBG-ENTITLEMENT-200		
HOME ENTITLEMENT-2008	2418	
HOME ENTIT-ADMINISTRAT	2418	ADM
HOME ENTIT-AFFORD.HOUS	2418	AH
HOME ENTIT-CHDO ADMIN	2418	CHDOAD
HOME ENTIT-CHDO SETASI	2418	CHDOSA
HOME ENTIT-DOWNPAYMENT	2418	DA
HOME ENTIT-HOUSING REH	2418	HR
HOME ENTITLEMENT-200		
CDBG-ENTITLEMENT-2008	2419	
CDBG-ENT.-ADMINISTRATI	2419	ADM
CDBG-ENT.-ADMIN/FULL R	2419	ADMFR
CDBG-ENT.-ADMIN/HSG RE	2419	ADMHR
CDBG-ENT.-ADMIN/PUBLIC	2419	ADMPS
CDBG-ENT.-BLUE ROOFS	2419	BR
CDBG-ENT.-DEMOLITION	2419	DEM
CDBG-ENT.-DOWNTOWN LIG	2419	DL
CDBG-ENT.-DRAINAGE	2419	DRG
CDBG-ENT.-ENGINEERING	2419	EP
CDBG-ENT.-FACADE PROG	2419	FAC
CDBG-ENT.-FULL REHAB.	2419	FR
CDBG-ENT.-HOUSING REPR	2419	HR
CDBG-ENT.-INFRASTRUC P	2419	IS

CDBG-ENT.-PLANNING	2419	PL						
CDBG-ENT.-PUBLIC SERVI	2419	PS						
CDBG-ENT.-WORLD CHANGE	2419	WC						

CDBG-ENTITLEMENT-200								
HOME ENTITLEMENT-2009	2420							
HOME ENTIT-ADMINISTRAT	2420	ADM						
HOME ENTIT-AFFORD.HOUS	2420	AH						
HOME ENTIT-CHDO ADMIN	2420	CHDO						
HOME ENTIT-CHDO SETASI	2420	CHDOSA						
HOME ENTIT-DOWNPAYMENT	2420	DA						
HOME ENTIT-HOUSING REH	2420	HR						
HOME ENTIT-RECONS-SA P	2420	RECSA						

HOME ENTITLEMENT-200								
CDBG-ENTITLEMENT-2009	2421							
CDBG-ENT.-ADMINISTRATI	2421	ADM						
CDBG-ENT.-ADM DISABIL	2421	ADMDA						
CDBG-ENT.-ADMIN/FULL R	2421	ADMFR						
CDBG-ENT.-ADMIN/HSG RE	2421	ADMHR						
CDBG-ENT.-ADMIN/PUBLIC	2421	ADMPs						
CDBG-ENT.-DEMOLITION	2421	DEM						
CDBG-ENT.-DOWNTOWN LIG	2421	DL						
CDBG-ENT.-ENGINEERING	2421	EP						
CDBG-ENT.-FACADE PROG	2421	FAC						
CDBG-ENT.-FACILITIES	2421	FC						
CDBG-ENT.-FULL REHAB.	2421	FR						
CDBG-ENT.-HOUSING REPR	2421	HR						
CDBG-ENT.-INFRASTRUC P	2421	IS						
CDBG-ENT.-PLANNING	2421	PL						
CDBG-ENT.-PUBLIC SERVI	2421	PS						
CDBG-ENT.-WORLD CHANGE	2421	WC						

CDBG-ENTITLEMENT-200								
HOME ENTITLEMENT-2010	2422							
HOME ENTIT-ADMINISTRAT	2422	ADM						
HOME ENTIT-CHDO ADMIN	2422	CHDO						
HOME ENTIT-CHDO SETASI	2422	CHDOSA						
HOME ENTIT-DWNPYMNT AS	2422	DA						
HOME ENTIT-FULL REHAB	2422	FR						

HOME ENTITLEMENT-201								
CDBG-ENTITLEMENT-2010	2423							
CDBG-ENT.-ADMINISTRATI	2423	ADM						
CDBG-ENT.-ADM DISABIL	2423	ADMDISAD						
CDBG-ENT.-DEMOLITION	2423	DEM						
CDBG-ENT.-FACADE PROG	2423	FAC						
CDBG-ENT.-HOUSING REPR	2423	HR						
CDBG-ENT.-INFRASTRUC P	2423	IS						
CDBG-ENT.-PROJECT DELI	2423	PD						
CDBG-ENT.-PUBLIC SERVI	2423	PS						

CDBG-ENTITLEMENT-201							
HOME ENTITLEMENT-2011	2424						
HOME ENTIT-ADMINISTRAT	2424	ADM					
HOME ENTIT-CHDO SETASI	2424	CHDOSA					
HOME ENTIT-HOUSING PRO	2424	HP					
HOME ENTITLEMENT-201							
CDBG-ENTITLEMENT-2011	2425						
CDBG-ENT.-ADMINISTRATI	2425	ADM					
CDBG-ENT.-ADM DISABIL	2425	ADMDISAD					
CDBG-ENT.-DEMOLITION	2425	DEM					
CDBG-ENT.-HOUSING REPR	2425	HR					
CDBG-ENT.-INFRASTRUC P	2425	IS					
CDBG-ENT.-MICROENT PRO	2425	MA					
CDBG-ENT.-PROJ DELIVER	2425	PD					
CDBG-ENT.-PUBLIC SERVI	2425	PS					
CDBG-ENTITLEMENT-201							
HOME ENTITLEMENT-2012	2426						
HOME ENTIT-ADMINISTRAT	2426	ADM					
HOME ENTIT-CHDO SETASI	2426	CHDOSA					
HOME ENTIT-HOUSING PRO	2426	HP					
HOME ENTITLEMENT-201							
CDBG-ENTITLEMENT-2012	2427						
CDBG-ENT.-ADMINISTRATI	2427	ADM					
CDBG-ENT.-DEMOLITION	2427	DEM					
CDBG-ENT.-HOUSING PROG	2427	HP			43000		43000-
CDBG-ENT.-MICROENT PRO	2427	MA					
CDBG-ENT.-PROJECT DELI	2427	PD					
CDBG-ENT.-PUBLIC SERVI	2427	PS					
CDBG-ENTITLEMENT-201					43000		43000-
HOME ENTITLEMENT-2013	2428						
HOME ENTIT-ADMINISTRAT	2428	ADM					
HOME ENTIT-CHDO SETASI	2428	CHDOSA					
HOME ENTIT-DWNPYMNT AS	2428	DA					
HOME ENTIT-HOUSING PRO	2428	HP			20000		20000-
HOME ENTITLEMENT-201					20000		20000-
CDBG-ENTITLEMENT-2013	2429						
CDBG-ENT.-ADMINISTRATI	2429	ADM					
CDBG-ENT.-DEMOLITION	2429	DEM					
CDBG-ENT.-HOMELESS/SP	2429	HL/SP					
CDBG-ENT.-HOUSING PROG	2429	HP					
CDBG-ENT.-MICROENT PRO	2429	MA					
CDBG-ENT.-PROJECT DELI	2429	PD					
CDBG-ENT.-PUBLIC SERVI	2429	PS					
CDBG-ENTITLEMENT-201							

CITY OF HATTIESBURG
REVENUE REPORT
ALL FUNDS

8/01/16

10 MONTHS ENDING 07/31/16

			CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
OBJ/SUB			ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
CDBG-ENT.-ADMINISTRATI	2433	ADM	8,480			84,803	21650	25	101763	80113
CDBG-ENT.-DEMOLITION	2433	DEM	4,166			41,667			50000	50000
CDBG-ENT.-FACADE PROG	2433	FAC	3,083			30,833			37000	37000
CDBG-ENT.-HOMELESS/SP	2433	HL/SP								
CDBG-ENT.-HOUSING PROG	2433	HP	15,671			156,712	125696	80	188054	62358
CDBG-ENT.-MICRO ENTERP	2433	ME	1,666			16,667			20000	20000
CDBG-ENT.-PROJECT DELI	2433	PD	8,083			80,833	77857	96	97000	19143
CDBG-ENT.-PUBLIC FACIL	2433	PFI								
CDBG-ENT.-PUBLIC SERVI	2433	PS	1,250			12,500			15000	15000
-----			-----	-----	-----	-----	-----	-----	-----	-----
CDBG-ENTITLEMENT-201			42,401			424,014	225203	53	508817	283614
HOME REVOLVING LOANS	2495									
MDA AM DREAM D/P (ADDI)	2497									
MISCELLANEOUS GRANTS	2740									
SALVATION ARMY	2740	04								
SAVINGS ACCOUNT/MMA	3405			2			20			20-
-----			-----	-----	-----	-----	-----	-----	-----	-----
MISCELLANEOUS GRANTS				2			20			20-
-----			-----	-----	-----	-----	-----	-----	-----	-----
FEDERAL GRANTS			130,538	2		1,305,387	445033	34	1566464	1121431
TRANSFERS	380A									
TRANSFERS FROM OTHR FND	3800									
T/F GENERAL FUND	3800	01								
T/F WATER & SEWER O &	3800	09								
T/F MUN.ROAD & BRIDGE	3800	72								
-----			-----	-----	-----	-----	-----	-----	-----	-----
TRANSFERS FROM OTHR										
-----			-----	-----	-----	-----	-----	-----	-----	-----
TRANSFERS										
NON-REVENUE RECEIPTS	390A									
REFUND & RECOVERY	3965									
-----			-----	-----	-----	-----	-----	-----	-----	-----
NON-REVENUE RECEIPTS										
BEGINNING CASH BALANCE	399A									
APPROPRIABLE FUND BALAN	3999									
-----			-----	-----	-----	-----	-----	-----	-----	-----
BEGINNING CASH BALANC										
-----			-----	-----	-----	-----	-----	-----	-----	-----
REVENUES			130,538	2		1,305,387	445033	34	1566464	1121431

ALL FUNDS

10 MONTHS ENDING 07/31/16

	OBJ/SUB	CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
		ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
OTHER PERMITS & FEES	2230								
MISC. PERMITS & FEES	2299								
OTHER PERMITS & FEES									
FEDERAL GRANTS	230B								
EDA GRANT-MASTER PLAN	2333								
EDA GRANT-OWENS/ILL PRO	2338								
FEDERAL GRANTS									
STATE GRANTS	250B								
OWENS/ILL PROJ-RR SPUR	2541								
USA YEAST PROJ-RR SPUR	2542								
STATE GRANTS									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405		70			654			654-
TREASURY NOTES	3409								
INTEREST EARNINGS			70			654			654-
RENTS AND ROYALTIES	3410								
LAND	3411								
LAMAR OUTDOOR ADVERTISING	3411 05								
LAND									
BUILDING	3412								
BROWN BOTTLING (PEPSI)	3412 10								
L&S REALTORS	3412 11								
KOHLER	3412 17					274211			274211-
JPM OF MS., INC.	3412 20								
SUNBEAM/OSTER	3412 23								
BUILDING						274211			274211-
RENTS AND ROYALTIES						274211			274211-
CONTRIBUTIONS-PUBLIC	3450								
CONTRIBUTIONS-FORREST	3455		50000			200000			200000-
CONTRIBUTIONS-CITY	3456					150000			150000-
CONTRIBUTIONS-ADP	3457								
CONTRIBUTIONS-PRVEPA	3458								
CONTRIBUTIONS-PUBLIC			50000			350000			350000-
MISCELLANEOUS			50070			624865			624865-

TRANSFERS	380A							
TRANSFERS FROM OTHR FND	3800							

TRANSFERS								
NON-REVENUE RECEIPTS	390A							
SALE OF BONDS	3910							
BOND PROCEEDS	3912							
ACCRUED INTEREST	3915							
OTHER BOND INCOME	3919							
CAP STATE LOAN'96-CIT	3919	CSL96C						
CAP STATE LOAN'96-FOR	3919	CSL96F						
CAP STATE LOAN'97-CIT	3919	CSL97C						
CAP STATE LOAN'97-FOR	3919	CSL97F						
MBIA BONDS	3919	MBIA						

OTHER BOND INCOME								

SALE OF BONDS								
SALE OF REAL ESTATE	3920							
SALE OF TIMBER	3923				31188			31188-
SALE OF EASEMENTS	3925							
SALE OF MISC. ITEMS	3945							
REFUND & RECOVERY	3965							

NON-REVENUE RECEIPTS					31188			31188-
BEGINNING CASH BALANCE	399A							
APPROPRIABLE FUND BALAN	3999							

BEGINNING CASH BALANC								

REVENUES			50070		656053			656053-

8/01/16

.....CURRENT.....			YEAR-TO-DATE.....		
ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV

UNREALIZED
BALANCE[illegible]

091091 - TIF CONST-REVENUES

CITY OF HATTIESBURG

REVENUE REPORT

8/01/16

ALL FUNDS

10 MONTHS ENDING 07/31/16

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405		3			116			116-
REPURCHASE AGREEMENTS	3408								
TREASURY NOTES	3409								
INTEREST EARNINGS			3			116			116-
MISCELLANEOUS			3			116			116-
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
BOND PROCEEDS-RIDGE/T	3912 01	102,083			1,020,833	1172852	114	1225000-	2397852-
BOND PROCEEDS-MIDTOWN	3912 02	17,500			175,000	201060	114	210000-	411060-
BOND PROCEEDS-WHISPER	3912 03								
BOND PROCEEDS-HBURG C	3912 04					845000			845000-
BOND PROCEEDS		119,583			1,195,833	2218912	185	1435000-	3653912-
ACCRUED INTEREST	3915								
SALE OF BONDS		119,583			1,195,833	2218912	185	1435000-	3653912-
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS		119,583			1,195,833	2218912	185	1435000-	3653912-
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALANCE	3999								
BEGINNING CASH BALANCE									
REVENUES		119,583	3		1,195,833	2219028	185	1435000-	3654028-

CITY OF HATTIESBURG

REVENUE REPORT

8/01/16

ALL FUNDS

10 MONTHS ENDING 07/31/16

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405					4			4-
REPURCHASE AGREEMENTS	3408								
TREASURY NOTES	3409								
INTEREST EARNINGS						4			4-
MISCELLANEOUS						4			4-
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
ACCRUED INTEREST	3915								
SALE OF BONDS									
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALANCE	3999	1,770			17,703			21244	21244
BEGINNING CASH BALANCE		1,770			17,703			21244	21244
REVENUES		1,770			17,703	4		21244	21240

ALL FUNDS

10 MONTHS ENDING 07/31/16

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
STATE GRANTS	250B								
STATE BOND FDS/EUREKA S	2501								
ARTS COMMISSION GRANT	2521								
STATE GRANTS									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405								
REPURCHASE AGREEMENTS	3408								
TREASURY NOTES	3409								
INTEREST EARNINGS									
CONTRIBUTIONS-PUBLIC	3450								
CONTRIBUTIONS-FORREST	3455								
CONTRIBUTIONS-PUBLIC									
CONTRIBUTIONS-PRIVATE	3460								
CONTRIB-H'BURG. CONV.	3465								
CONTRIB-OTHER	3469								
CONTRIBUTIONS-PRIVATE									
MISCELLANEOUS									
TRANSFERS	380A								
TRANSFERS FROM OTHER FUND	3800								
T/F GENERAL FUND	3800 01								
TRANSFERS FROM OTHER									
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
ACCRUED INTEREST	3915								
SALE OF BONDS									
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALANCE	3999		14			144		173	173
BEGINNING CASH BALANCE			14			144		173	173

8/01/16

	OBJ/SUB	CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
		ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
FEDERAL GRANTS	230B								
HUD GRANT-CHAIN PARK PH	2353								
US CORPS OF ENGR PROJEC	2354								
FEDERAL TRANSIT ADM.	2355								
	-----	-----	-----	----	-----	-----	----	-----	-----
FEDERAL GRANTS									
STATE GRANTS	250B								
ARCHIVES & HISTORY	2505								
MDOT GRANT-4TH ST WIDEN	2506								
MDOT GRANT-CHAIN PARK	2507								
MDOT ARRA-CHAIN PARK	2543								
	-----	-----	-----	----	-----	-----	----	-----	-----
STATE GRANTS									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
SAVINGS ACCOUNT/MMA	3405								
	-----	-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS									
	-----	-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS									
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHR									
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
NOTE PROCEEDS	3975								
DEPOT PROJECT	3975 01								
WATER & SEWER IMPR	3975 02								
FIRE/POLICE STATION	3975 03								
DRAINAGE PROJECTS	3975 04								
LEGAL COSTS	3975 05								
MDOT GRANT PROJECTS	3975 06								
	-----	-----	-----	----	-----	-----	----	-----	-----
NOTE PROCEEDS									
	-----	-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999								
	-----	-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANC									
	-----	-----	-----	----	-----	-----	----	-----	-----

REVENUES

8/01/16

.....CURRENT.....			YEAR-TO-DATE.....		
ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV

[illegible]

NON-REVENUE RECEIPTS	390A							
SALE OF TIMBER	3923							
SALE OF SCRAP MATERIAL	3943							
SALE OF ZOOLOGICAL ANIM	3949							
REFUND & RECOVERY	3965							

NON-REVENUE RECEIPTS								
BEGINNING CASH BALANCE	399A							
APPROPRIABLE FUND BALAN	3999	186			1,868		2241	2241

BEGINNING CASH BALANC		186			1,868		2241	2241

REVENUES		186			1,868	2	2241	2239

8/01/16

[illegible]

ALL FUNDS

10 MONTHS ENDING 07/31/16

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405		1813			23185			23185-
REPURCHASE AGREEMENTS	3408								
TREASURY NOTES	3409								
T/F 2012 W&S BOND CONS	3800 94					21188			21188-
INTEREST EARNINGS			1813			44372			44372-
MISCELLANEOUS			1813			44372			44372-
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
ACCRUED INTEREST	3915								
SALE OF BONDS									
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALANCE	3999	1,265,851			12,658,512			15190214	15190214
BEGINNING CASH BALANCE		1,265,851			12,658,512			15190214	15190214
REVENUES		1,265,851	1813		12,658,512	44372		15190214	15145842

107107 - SPEC.SALES TAX REVENUES

CITY OF HATTIESBURG

REVENUE REPORT

8/01/16

ALL FUNDS

10 MONTHS ENDING 07/31/16

	OBJ/SUB	CURRENT.....	YEAR-TO-DATE.....				ANNUAL	UNREALIZED	
		ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
STATE-SHARED REVENUE	260B								
SALES TAX-MOTEL	2605		71670			523291			523291-
SALES TAX-FOOD & BEVERA	2607		435155			4078481			4078481-
	-----	-----	-----	----	-----	-----	----	-----	-----
STATE-SHARED REVENUE			506825			4601772			4601772-
NON-REVENUE RECEIPTS	390A								
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES			506825			4601772			4601772-

109109 - GROUP INS.TRUST REVENUES

CITY OF HATTIESBURG

REVENUE REPORT

8/01/16

ALL FUNDS

10 MONTHS ENDING 07/31/16

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNING	3400								
SAVINGS ACCOUNT/MMA	3405		26			356			356-
	-----	-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNING			26			356			356-
	-----	-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS			26			356			356-
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHR									
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
HOSP.INS.-P/R DISTRIB	3966		539056			3797686			3797686-
HOSP.INS.-COBRA	3966 01		1172			15008			15008-
	-----	-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS			540228			3812694			3812694-
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES			540254			3813050			3813050-

001003 - GENERAL FUND-CITY COUNCIL

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
13154	REGULAR WAGES 4000	171000		144692	26308	83.3 84.6	2,630	1.5
	DISASTER RECOVERY WAGE 4010							
	OVERTIME 4300							
	DISASTER RECOVERY OVER 4310							
13154	SALARIES	171000		144692	26308	83.3 84.6	2,630	1.5
EMPLOYEE BENEFITS								
2072	STATE RETIREMENT 4600	26940		22789	4151	83.3 84.5	406	1.5
974	F.I.C.A. TAXES 4700	13090		10752	2338	83.3 82.1	187-	1.4-
3705	HOSPITALIZATION INS. 4800	42000		30790	11210	83.3 73.3	5,052-	12.0-
	UNEMPLOYMENT BENEFITS 4900							
	WORKMAN'S COMPENSATION 4910	525			525	83.3	525-	100.0-
6751	EMPLOYEE BENEFITS	82555		64331	18224	83.3 77.9	5,357-	6.4-
19905	PERSONAL SERVICES	253555		209023	44532	83.3 82.4	2,727-	1.0-
OFFICE SUPPLIES								
	PAPER 5003							
	PRINTED FORMS 5005							
	OTHER EXPENDABLE OFF.S 5010	1500		523	977	83.3 34.8	872-	58.1-
	MINOR OFFICE EQUIP/FUR 5020							
	PHOTO SUPPLIES 5040							
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070	300			300	83.3	300-	100.0-
	COMPUTER SUPPLIES 5080	800			800	83.3	800-	100.0-
	OFFICE SUPPLIES	2600		523	2077	83.3 20.1	1,972-	75.8-
OPERATING SUPPLIES								
	CLEANING/JANITORIAL SP 5100							
	HOUSEHOLD SUPPLIES 5110							
	FOOD 5115	500		250	250	83.3 50.0	200-	40.0-
	MINOR EQUIPMENT 5460	300			300	83.3	300-	100.0-
	OTHER OPERATING MATL/S 5590							
	OPERATING SUPPLIES	800		250	550	83.3 31.2	500-	62.5-
REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S 5600							
	MTR VEHICLE REP. PTS/S 5700							
	OTHER REPAIR/MAINT. SP 5990							
	REPAIR & MAINTENANCE							

	SUPPLIES AND EXPENSES		3400		773	2627	83.3	22.7	2,472-	72.7-
	PROFESSIONAL SERVICES									
55000	AUDITING AND ACCOUNTIN	6010	100000		55000	45000	83.3	55.0	34,000-	34.0-
	ARCHITECTURAL	6012								
	ENTERTAINMENT	6033								
	DATA PROCESSING	6035								
	OTHER PROFESSIONAL SER	6049								
55000	PROFESSIONAL SERVICE		100000		55000	45000	83.3	55.0	34,000-	34.0-
	COMMUNICATIONS									
50	TELEPHONE AND TELEGRAP	6060	1500		447	1053	83.3	29.8	963-	64.2-
	POSTAGE	6070								
50	COMMUNICATIONS		1500		447	1053	83.3	29.8	963-	64.2-
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
557	TRAVEL EXP-CLERK	6110 CLERK	2810		3290	480-	83.3	117.0	1,138	40.4
	TRAVEL EXP-DEPCLERK	6110 DEPCLE	200			200	83.3		200-	100.0-
805	TRAVEL EXP-WARD 1	6110 WARD1	2000		1145	855	83.3	57.2	626-	31.3-
	TRAVEL EXP-WARD 2	6110 WARD2	1860		1605	255	83.3	86.2	66	3.5
239	TRAVEL EXP-WARD 3	6110 WARD3	2000	300	239	1461	83.3	11.9	1,713-	85.6-
781	TRAVEL EXP-WARD 4	6110 WARD4	2000		781	1219	83.3	39.0	1,062-	53.1-
462	TRAVEL EXP-WARD 5	6110 WARD5	2000	1,250	462	288	83.3	23.1	1,445-	72.2-
2844	TRAVEL EXPENSE		12870	1,550	7521	3799	83.3	58.4	3,844-	29.8-
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130	100		43	57	83.3	43.0	48-	48.0-
2844	TRANSPORTATION		12970	1,550	7564	3856	83.3	58.3	3,893-	30.0-
	ADVERTISING									
	ADVERTISING	6150								
	ORDINANCE EXPENSE	6160								
	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
	BINDING	6205								
	FILM PROCESSING	6240								
	PRINTING AND BINDING									
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	SURETY AND FORGERY BON	6270	2100		100	2000	83.3	4.7	1,980-	94.2-
	OTHER INSURANCE	6299								
	INSURANCE		2100		100	2000	83.3	4.7	1,980-	94.2-
	REPR/MAINT-OUTSIDE LABO									
	OFFICE EQUIPMENT R&M	6365								
	HOUSEHOLD EQUIPMENT R&	6370								
	MINOR EQUIPMENT R&M	6382								
	MOTOR VEHICLE EQ. R&M	6384								

-----	OTHER REPAIRS AND MAIN 6399	1000	-----	-----	1000	83.3	-----	1,000-	100.0-
-----	REPR/MAINT-OUTSIDE L	1000	-----	-----	1000	83.3	-----	1,000-	100.0-
	RENTALS								
	OFFICE EQUIPMENT RENT 6410								
-----	OTHER RENT 6449	-----	-----	-----	-----	-----	-----	-----	-----
	RENTALS								
	OTHER SERVICES & CHARGE								
	EXHIBITIONS & PROMOTIO 6500	2322		1334	988	83.3	57.4	721-	31.0-
	DUES AND MEMBERSHIPS 6840	500			500	83.3		500-	100.0-
	REGISTRATION FEE/TUITI 6845								
	REG FEE/TUITION-CLERK 6845 CLERK	800		670	130	83.3	83.7	4	.5
	REG FEE/TUITION-DEPCL 6845 DEPCLE	600		200	400	83.3	33.3	360-	60.0-
	REG FEE/TUITION-WARD 6845 WARD1	1000		235	765	83.3	23.5	718-	71.8-
	REG FEE/TUITION-WARD 6845 WARD2	1140		1140		83.3	100.0	228	20.0
	REG FEE/TUITION-WARD 6845 WARD3	700		235	465	83.3	33.5	418-	59.7-
	REG FEE/TUITION-WARD 6845 WARD4	1000		235	765	83.3	23.5	718-	71.8-
	REG FEE/TUITION-WARD 6845 WARD5	1000		410	590	83.3	41.0	508-	50.8-
-----	REGISTRATION FEE/TU	6240	-----	3125	3115	83.3	50.0	2,490-	39.9-
	SERVICES NOT SPECIFIED 6999								
-----	OTHER SERVICES & CHA	9062	-----	4459	4603	83.3	49.2	3,711-	40.9-
-----	57893 OTHER SERVICES & CHAR	126632	1,550	67569	57513	83.3	53.3	45,549-	35.9-
	IMPROVEMENT OTHER THAN								
	OTHER IMPROVEMENTS 7295								
-----	IMPROVEMENT OTHER TH	-----	-----	-----	-----	-----	-----	-----	-----
	MACHINERY AND EQUIPMENT								
	HOUSEHOLD FURN/EQUIP. 7320								
	OFFICE FURN/EQUIP. 7325								
	DATA PROCESSING EQUIP. 7327								
	COMMUNICATION EQUIPMEN 7355								
-----	OTHER EQUIPMENT 7399	-----	-----	-----	-----	-----	-----	-----	-----
	MACHINERY AND EQUIPM								
-----		-----	-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY								
-----	77798 EXPENDITURES	383587	1,550	277365	104672	83.3	72.3	50,749-	13.2-

001015 - GENERAL FUND-CITY COURT

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
42708	REGULAR WAGES 4000	672670		481264	191406	83.3 71.5	95,153-	14.1-
	DISASTER RECOVERY WAGE 4010							
2074	OVERTIME 4300	30000		21931	8069	83.3 73.1	3,682-	12.2-
	DISASTER RECOVERY OVER 4310							
44782	SALARIES	702670		503195	199475	83.3 71.6	98,836-	14.0-
EMPLOYEE BENEFITS								
7053	STATE RETIREMENT 4600	110670		79253	31417	83.3 71.6	15,566-	14.0-
3281	F.I.C.A. TAXES 4700	53760		37144	16616	83.3 69.0	9,187-	17.0-
7860	HOSPITALIZATION INS. 4800	114000		70256	43744	83.3 61.6	29,692-	26.0-
	UNEMPLOYMENT BENEFITS 4900	3000		251-	3251	83.3 8.3	2,698-	89.9-
	WORKMAN'S COMPENSATION 4910	2390			2390	83.3	2,390-	100.0-
18195	EMPLOYEE BENEFITS	283820		186403	97417	83.3 65.6	60,136-	21.1-
62977	PERSONAL SERVICES	986490		689597	296893	83.3 69.9	158,973-	16.1-
OFFICE SUPPLIES								
	PAPER 5003	2600	420	2166	14	83.3 83.3		
	PRINTED FORMS 5005							
312-	OTHER EXPENDABLE OFF.S 5010	4000	87	3383	531	83.3 84.5	59	1.4
	MINOR OFFICE EQUIP/FUR 5020	8300	580	6011	1709	83.3 72.4	1,086-	13.0-
	MICROFILM SUPPLIES 5030							
	SUBSCRIPTIONS,MAGS,MAP 5050	100			100	83.3	100-	100.0-
	BOOKS 5070							
	COMPUTER SUPPLIES 5080	2000			2000	83.3	2,000-	100.0-
312-	OFFICE SUPPLIES	17000	1,087	11560	4353	83.3 68.0	3,128-	18.4-
OPERATING SUPPLIES								
	FOOD 5115							
	GAS AND OIL 5250	300			300	83.3	300-	100.0-
	WEARING APPAREL 5355	100			100	83.3	100-	100.0-
	MINOR EQUIPMENT 5460	1000			1000	83.3	1,000-	100.0-
	OTHER OPERATING MATL/S 5590	1150		1090	60	83.3 94.7	158	13.7
	OTHER OPER.MATL-JAIL G 5591							
	OPERATING SUPPLIES	2550		1090	1460	83.3 42.7	1,242-	48.7-
REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S 5600							
	MTR VEHICLE REP. PTS/S 5700							
	REPAIR & MAINTENANCE							

312-	SUPPLIES AND EXPENSES	19550	1,087	12650	5814	83.3	64.7	4,370-	22.3-
	PROFESSIONAL SERVICES								
	CONSULTANT SERV/SURVEY 6020								
	LEGAL 6025	15000		12950	2050	83.3	86.3	540	3.6
	DATA PROCESSING 6035								
	MICROFILM PROCESSING 6037								
1107	OTHER PROF-JAIL DIV GR 6048	171400		11846	159554	83.3	6.9	157,184-	91.7-
9417	OTHER PROFESSIONAL SER 6049	200000		173960	26040	83.3	86.9	8,752	4.3
	OTHER PROF-TECHNOLOGY 6049 01	140000		35949	104051	83.3	25.6	96,861-	69.1-
9417	OTHER PROFESSIONAL	340000		209909	130091	83.3	61.7	88,109-	25.9-
10524	PROFESSIONAL SERVICE	526400		234706	291694	83.3	44.5	244,752-	46.4-
	COMMUNICATIONS								
174	TELEPHONE AND TELEGRAP 6060	1000		1842	842-	83.3	184.2	1,210	121.0
	POSTAGE 6070								
174	COMMUNICATIONS	1000		1842	842-	83.3	184.2	1,210	121.0
	TRANSPORTATION								
703	TRAVEL EXPENSE 6110	5900		4638	1262	83.3	78.6	334-	5.6-
	TRVL-JAIL DIVERSN GRAN 6118	17100		8019	9081	83.3	46.8	7,477-	43.7-
	FREIGHT 6120								
	MESSENGER/EXPRESS SERV 6130								
703	TRANSPORTATION	23000		12658	10342	83.3	55.0	7,810-	33.9-
	ADVERTISING								
	ADVERTISING 6150								
	ADVERTISING								
	PRINTING AND BINDING								
120	PRINTING 6200	8000	75	1741	6184	83.3	21.7	5,910-	73.8-
	BINDING 6205								
120	PRINTING AND BINDING	8000	75	1741	6184	83.3	21.7	5,910-	73.8-
	INSURANCE								
	SURETY AND FORGERY BON 6270								
	INSURANCE								
	REPR/MAINT-OUTSIDE LABO								
	BUILDING R&M 6350	200		95	105	83.3	47.5	86-	43.0-
	OFFICE EQUIPMENT R&M 6365	5100		36	5064	83.3	.7	5,056-	99.1-
	REPR/MAINT-OUTSIDE L	5300		131	5169	83.3	2.4	5,142-	97.0-
	RENTALS								
497	OFFICE EQUIPMENT RENT 6410	4850		4684	166	83.3	96.5	770	15.8
	OTHER RENT 6449								
497	RENTALS	4850		4684	166	83.3	96.5	770	15.8
	OTHER SERVICES & CHARGE								
	COURT COSTS 6710								
	REFUNDS 6835								

POLICE FINE REFUNDS		6835 PF								
	REFUNDS									
	DUES AND MEMBERSHIPS	6840	500		275	225	83.3	55.0	170-	34.0-
	REGISTRATION FEE/TUITI	6845	800		700	100	83.3	87.5	40	5.0
	SERVICES NOT SPECIFIED	6999								
	OTHER SERVICES & CHA		1300		975	325	83.3	75.0	130-	10.0-
12018	OTHER SERVICES & CHAR		569850	75	256736	313039	83.3	45.0	261,766-	45.9-
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	OTHER EQUIPMENT	7399								
	MACHINERY AND EQUIPM									
	CAPITAL OUTLAY									
74683	EXPENDITURES		1575890	1,162	958984	615745	83.3	60.8	425,109-	26.9-

001020 - GENERAL FUND-MAYOR/ADMIN.

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
30869	REGULAR WAGES 4000	413856		346617	67239	83.3 83.7	2,084	.5
	DISASTER RECOVERY WAGE 4010							
	OVERTIME 4300							
	DISASTER RECOVERY OVER 4310			963	963-		1,155	
30869	SALARIES	413856		347580	66276	83.3 83.9	3,240	.7
EMPLOYEE BENEFITS								
4862	STATE RETIREMENT 4600	65208		54744	10464	83.3 83.9	484	.7
2304	F.I.C.A. TAXES 4700	31678		26016	5662	83.3 82.1	458-	1.4-
4600	HOSPITALIZATION INS. 4800	54000		40504	13496	83.3 75.0	5,395-	9.9-
	UNEMPLOYMENT BENEFITS 4900	1000			1000	83.3	1,000-	100.0-
	WORKMAN'S COMPENSATION 4910	5013			5013	83.3	5,013-	100.0-
11765	EMPLOYEE BENEFITS	156899		121264	35635	83.3 77.2	11,382-	7.2-
42634	PERSONAL SERVICES	570755		468844	101911	83.3 82.1	8,142-	1.4-
OFFICE SUPPLIES								
	PAPER 5003	500		420	80	83.3 84.0	4	.8
	PRINTED FORMS 5005							
834	OTHER EXPENDABLE OFF.S 5010	2608		2236	372	83.3 85.7	75	2.8
	MINOR OFFICE EQUIP/FUR 5020	1750		453	1297	83.3 25.8	1,206-	68.9-
	PHOTO SUPPLIES 5040							
245	SUBSCRIPTIONS,MAGS,MAP 5050	650		620	30	83.3 95.3	94	14.4
22	BOOKS 5070	900		118	782	83.3 13.1	758-	84.2-
18	COMPUTER SUPPLIES 5080	450		366	84	83.3 81.3	10-	2.2-
1120	OFFICE SUPPLIES	6858		4213	2645	83.3 61.4	1,802-	26.2-
OPERATING SUPPLIES								
	CLEANING/JANITORIAL SP 5100							
	HOUSEHOLD SUPPLIES 5110							
78	FOOD 5115	2250		1775	475	83.3 78.8	120-	5.3-
243	GAS AND OIL 5250	4000		2654	1346	83.3 66.3	815-	20.3-
	LUBRICANTS 5255							
	MINOR EQUIPMENT 5460							
	OTHER OPERATING MATL/S 5590	550		544	6	83.3 98.9	102	18.5
	OTHER OPER.MATL-NLC HE 5591	28079		547	27532	83.3 1.9	27,422-	97.6-
321	OPERATING SUPPLIES	34879		5520	29359	83.3 15.8	28,255-	81.0-
REPAIR & MAINTENANCE SP								
	MTR VEHICLE REP. PTS/S 5700	750		677	74	83.3 90.2	62	8.2
	COMMUNICATION REPAIR P 5750							
	OTHER REPAIR/MAINT. SP 5990	250			250	83.3	250-	100.0-

	REPAIR & MAINTENANCE	1000		677	324	83.3	67.7	187-	18.7-
1441	SUPPLIES AND EXPENSES	42737		10409	32328	83.3	24.3	30,246-	70.7-
	PROFESSIONAL SERVICES								
	APPRAISAL 6017								
	CONSULTANT SERV/SURVEY 6020								
	ENTERTAINMENT 6033								
21	OTHER PROFESSIONAL SER 6049	24750	1,000	21	23729	83.3		24,724-	99.8-
259	OTHER PROF SERV-NLC HE 6049 98	96029		96467	438-	83.3	100.4	19,731	20.5
281	PROFESSIONAL SERVICE	120779	1,000	96489	23290	83.3	79.8	4,992-	4.1-
	COMMUNICATIONS								
189	TELEPHONE AND TELEGRAP 6060	3500		2752	749	83.3	78.6	197-	5.6-
	POSTAGE 6070								
189	COMMUNICATIONS	3500		2752	749	83.3	78.6	197-	5.6-
	TRANSPORTATION								
2506	TRAVEL EXPENSE 6110	25809		14883	10926	83.3	57.6	7,949-	30.7-
	FREIGHT 6120								
67-	MESSENGER/EXPRESS SERV 6130	400		314	86	83.3	78.5	23-	5.7-
2439	TRANSPORTATION	26209		15197	11012	83.3	57.9	7,972-	30.4-
	ADVERTISING								
219	ADVERTISING 6150	32010	3,215	19460	9335	83.3	60.7	8,658-	27.0-
	ADVERTISING-BC HEALTHY 6151								
	ADVERTISING-SPEC. EVEN 6152								
	ADVERTISING-MAYOR'S YO 6153	7500		6263	1237	83.3	83.5	15	.2
	ADVERTISING-USM-ISP 6156	27563		27563	1	83.3	100.0	5,512	19.9
	ADVERTISING-WILLIAM CA 6157	14000		7000		83.3	50.0	5,600-	40.0-
	ADVERTISING-MS ASSC OF 6158	25000		25000		83.3	100.0	5,000	20.0
219	ADVERTISING	106073	3,215	85285	17573	83.3	80.4	3,731-	3.5-
	PRINTING AND BINDING								
	PRINTING 6200	1500		709	791	83.3	47.2	649-	43.2-
	BINDING 6205								
	BLUELINES 6210								
	FILM PROCESSING 6240								
	PRINTING AND BINDING	1500		709	791	83.3	47.2	649-	43.2-
	INSURANCE								
	PUBLIC LIAB/PROPERTY D 6255								
	AUTOMOBILE INSURANCE 6265								
	SURETY AND FORGERY BON 6270								
	OTHER INSURANCE 6299								
	INSURANCE								
246	REPR/MAINT-OUTSIDE LABO								
	OFFICE EQUIPMENT R&M 6365	5000		2364	2636	83.3	47.2	2,163-	43.2-
	HOUSEHOLD EQUIPMENT R& 6370								
	MINOR EQUIPMENT R&M 6382								

	MOTOR VEHICLE EQ. R&M 6384	2000		110	1890	83.3	5.5	1,868-	93.4-
	COMMUNICATION EQ. R&M 6390								
	OTHER REPAIRS AND MAIN 6399								
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246	REPR/MAINT-OUTSIDE L	7000		2474	4526	83.3	35.3	4,031-	57.5-
	RENTALS								
	OFFICE EQUIPMENT RENT 6410								
	OTHER RENT 6449								
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	RENTALS								
	OTHER SERVICES & CHARGE								
	LATE PAYMENT CHARGE 6705								
	DUES AND MEMBERSHIPS 6840	3000		1259	1741	83.3	41.9	1,489-	49.6-
	REGISTRATION FEE/TUITI 6845	6000		3595	2405	83.3	59.9	1,686-	28.1-
	SERVICES NOT SPECIFIED 6999								
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	OTHER SERVICES & CHA	9000		4854	4146	83.3	53.9	3,175-	35.2-
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3373	OTHER SERVICES & CHAR	274061	4,215	207760	62086	83.3	75.8	24,749-	9.0-
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	IMPROVEMENT OTHER THAN								
	OTHER IMPROVEMENTS 7295								
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	IMPROVEMENT OTHER TH								
	MACHINERY AND EQUIPMENT								
	HOUSEHOLD FURN/EQUIP. 7320								
	OFFICE FURN/EQUIP. 7325	2000		1839	161	83.3	91.9	206	10.3
	DATA PROCESSING EQUIP. 7327								
	COMMUNICATION EQUIPMEN 7355								
	OTHER EQUIPMENT 7399	1700			1700	83.3		1,700-	100.0-
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	MACHINERY AND EQUIPM	3700		1839	1861	83.3	49.7	1,493-	40.3-
	VEHICLES								
	AUTOMOBILES 7400								
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	VEHICLES								
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	CAPITAL OUTLAY	3700		1839	1861	83.3	49.7	1,493-	40.3-
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47448	EXPENDITURES	891253	4,215	688852	198186	83.3	77.2	64,630-	7.2-

001030 - GENERAL FUND-ELECTIONS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
	REGULAR WAGES	4000						
	OVERTIME	4300						
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SALARIES								
EMPLOYEE BENEFITS								
	STATE RETIREMENT	4600						
	F.I.C.A. TAXES	4700						
	HOSPITALIZATION INS.	4800						
	UNEMPLOYMENT BENEFITS	4900						
	WORKMAN'S COMPENSATION	4910						
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EMPLOYEE BENEFITS								
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PERSONAL SERVICES								
OFFICE SUPPLIES								
	PAPER	5003						
	PRINTED FORMS	5005						
	OTHER EXPENDABLE OFF.S	5010						
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OFFICE SUPPLIES								
OPERATING SUPPLIES								
	MINOR EQUIPMENT	5460						
	OTHER OPERATING MATL/S	5590						
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OPERATING SUPPLIES								
REPAIR & MAINTENANCE SP								
	OTHER REPAIR/MAINT. SP	5990						
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REPAIR & MAINTENANCE								
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SUPPLIES AND EXPENSES								
PROFESSIONAL SERVICES								
	LEGAL	6025						
	DATA PROCESSING	6035						
	OTHER PROFESSIONAL SER	6049						
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PROFESSIONAL SERVICE								
COMMUNICATIONS								
	POSTAGE	6070						
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COMMUNICATIONS								

TRANSPORTATION								
FREIGHT	6120							
MESSENGER/EXPRESS SERV	6130							
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TRANSPORTATION								
ADVERTISING								
ADVERTISING	6150							
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ADVERTISING								
PRINTING AND BINDING								
PRINTING	6200							
BINDING	6205							
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PRINTING AND BINDING								
REPR/MAINT-OUTSIDE LABO								
OFFICE EQUIPMENT R&M	6365							
OTHER REPAIRS AND MAIN	6399							
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REPR/MAINT-OUTSIDE L								
RENTALS								
BUILDING RENT	6405							
OFFICE EQUIPMENT RENT	6410							
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RENTALS								
OTHER SERVICES & CHARGE								
SERVICES NOT SPECIFIED	6999							
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OTHER SERVICES & CHA								
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OTHER SERVICES & CHAR								
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MACHINERY AND EQUIPMENT								
OFFICE FURN/EQUIP.	7325							
OTHER EQUIPMENT	7399							
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MACHINERY AND EQUIPM								
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CAPITAL OUTLAY								
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EXPENDITURES								

001040 - GENERAL FUND-MUNICIPAL CLERK

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
7837	REGULAR WAGES 4000	118500		85856	32644	83.3 72.4	15,472-	13.0-
	DISASTER RECOVERY WAGE 4010							
	OVERTIME 4300			2620	2620-		3,144	
	DISASTER RECOVERY OVER 4310			156	156-		187	
7837	SALARIES	118500		88633	29867	83.3 74.7	12,140-	10.2-
EMPLOYEE BENEFITS								
1234	STATE RETIREMENT 4600	18670		13960	4710	83.3 74.7	1,918-	10.2-
570	F.I.C.A. TAXES 4700	9070		6482	2588	83.3 71.4	1,291-	14.2-
1800	HOSPITALIZATION INS. 4800	24000		20252	3748	83.3 84.3	302	1.2
	UNEMPLOYMENT BENEFITS 4900							
	WORKMAN'S COMPENSATION 4910	410			410	83.3	410-	100.0-
3604	EMPLOYEE BENEFITS	52150		40693	11457	83.3 78.0	3,318-	6.3-
11442	PERSONAL SERVICES	170650		129326	41324	83.3 75.7	15,458-	9.0-
OFFICE SUPPLIES								
	PAPER 5003							
	PRINTED FORMS 5005							
298	OTHER EXPENDABLE OFF.S 5010	2889		2240	649	83.3 77.5	201-	6.9-
	MINOR OFFICE EQUIP/FUR 5020	1127		427	700	83.3 37.8	614-	54.4-
	MICROFILM SUPPLIES 5030	470			470	83.3	470-	100.0-
	SUBSCRIPTIONS,MAGS,MAP 5050	330			330	83.3	330-	100.0-
	BOOKS 5070							
	COMPUTER SUPPLIES 5080							
298	OFFICE SUPPLIES	4816		2667	2149	83.3 55.3	1,615-	33.5-
OPERATING SUPPLIES								
	FOOD 5115							
	GAS AND OIL 5250							
	MINOR EQUIPMENT 5460							
	OTHER OPERATING MATL/S 5590							
OPERATING SUPPLIES								
298	SUPPLIES AND EXPENSES	4816		2667	2149	83.3 55.3	1,615-	33.5-
PROFESSIONAL SERVICES								
	CONSULTANT SERV/SURVEY 6020							
	ABSTRACTING & RECORDIN 6023	1500		234	1266	83.3 15.6	1,219-	81.2-
	LEGAL 6025							
	DATA PROCESSING 6035							

	MICROFILM PROCESSING	6037							
	OTHER PROFESSIONAL SER	6049	300		300	83.3		300-	100.0-
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	PROFESSIONAL SERVICE		1800	234	1566	83.3	13.0	1,519-	84.3-
	COMMUNICATIONS								
	TELEPHONE AND TELEGRAP	6060							
	POSTAGE	6070							
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	COMMUNICATIONS								
	TRANSPORTATION								
	TRAVEL EXPENSE	6110							
	FREIGHT	6120							
	MESSENGER/EXPRESS SERV	6130	75		75	83.3		75-	100.0-
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	TRANSPORTATION		75		75	83.3		75-	100.0-
	ADVERTISING								
1107	ADVERTISING	6150	16000	18334	2334-	83.3	114.5	6,000	37.5
	ORDINANCE EXPENSE	6160	3000		3000	83.3		3,000-	100.0-
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1107	ADVERTISING		19000	18334	666	83.3	96.4	3,000	15.7
	PRINTING AND BINDING								
	PRINTING	6200	1600		1600	83.3		1,600-	100.0-
	BINDING	6205							
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	PRINTING AND BINDING		1600		1600	83.3		1,600-	100.0-
	INSURANCE								
	SURETY AND FORGERY BON	6270							
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	INSURANCE								
	REPR/MAINT-OUTSIDE LABO								
	OFFICE EQUIPMENT R&M	6365	3700	2086	1614	83.3	56.3	1,196-	32.3-
325	DISINFECT./EXTERMINATI	6394	1000	1040	40-	83.3	104.0	248	24.8
	OTHER REPAIRS AND MAIN	6399							
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325	REPR/MAINT-OUTSIDE L		4700	3126	1574	83.3	66.5	948-	20.1-
	RENTALS								
	OFFICE EQUIPMENT RENT	6410							
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	RENTALS								
	OTHER SERVICES & CHARGE								
	DUES AND MEMBERSHIPS	6840							
	REGISTRATION FEE/TUITI	6845							
	SERVICES NOT SPECIFIED	6999	1000		1000	83.3		1,000-	100.0-
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	OTHER SERVICES & CHA		1000		1000	83.3		1,000-	100.0-
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1432	OTHER SERVICES & CHAR		28175	21694	6481	83.3	76.9	2,142-	7.6-
	MACHINERY AND EQUIPMENT								
	OFFICE FURN/EQUIP.	7325							
	DATA PROCESSING EQUIP.	7327							
	OTHER EQUIPMENT	7399							

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	MACHINERY AND EQUIPM								
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	CAPITAL OUTLAY								
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13172	EXPENDITURES	203641		153688	49953	83.3	75.4	19,215-	9.4-

001041 - GENERAL FUND-TAX DIVISION

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
	REGULAR WAGES	4000						
	OVERTIME	4300						
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SALARIES								
EMPLOYEE BENEFITS								
	STATE RETIREMENT	4600						
	F.I.C.A. TAXES	4700						
	HOSPITALIZATION INS.	4800						
	UNEMPLOYMENT BENEFITS	4900						
	WORKMAN'S COMPENSATION	4910						
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EMPLOYEE BENEFITS								
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PERSONAL SERVICES								
OFFICE SUPPLIES								
	PAPER	5003						
	PRINTED FORMS	5005						
	OTHER EXPENDABLE OFF.S	5010						
	MINOR OFFICE EQUIP/FUR	5020						
	MICROFILM SUPPLIES	5030						
	SUBSCRIPTIONS,MAGS,MAP	5050						
	MAPS FOR RESALE	5060						
	BOOKS	5070						
	COMPUTER SUPPLIES	5080						
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OFFICE SUPPLIES								
OPERATING SUPPLIES								
	GAS AND OIL	5250						
	LUBRICANTS	5255						
	MINOR EQUIPMENT	5460						
	OTHER OPERATING MATL/S	5590						
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OPERATING SUPPLIES								
REPAIR & MAINTENANCE SP								
	MTR VEHICLE REP. PTS/S	5700						
	OTHER REPAIR/MAINT. SP	5990						
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REPAIR & MAINTENANCE								
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SUPPLIES AND EXPENSES								
PROFESSIONAL SERVICES								

CONSULTANT SERV/SURVEY 6020
ABSTRACTING & RECORDIN 6023
LEGAL 6025
DATA PROCESSING 6035
MICROFILM PROCESSING 6037
OTHER PROFESSIONAL SER 6049

PROFESSIONAL SERVICE
COMMUNICATIONS
TELEPHONE AND TELEGRAP 6060
POSTAGE 6070

COMMUNICATIONS
TRANSPORTATION
TRAVEL EXPENSE 6110
FREIGHT 6120
MESSENGER/EXPRESS SERV 6130

TRANSPORTATION
ADVERTISING
ADVERTISING 6150

ADVERTISING
PRINTING AND BINDING
PRINTING 6200
BINDING 6205
BLUELINES 6210

PRINTING AND BINDING
INSURANCE
AUTOMOBILE INSURANCE 6265
SURETY AND FORGERY BON 6270

INSURANCE
REPR/MAINT-OUTSIDE LABO
BUILDING R&M 6350
OFFICE EQUIPMENT R&M 6365
MOTOR VEHICLE EQ. R&M 6384
COMMUNICATION EQ. R&M 6390
OTHER REPAIRS AND MAIN 6399

REPR/MAINT-OUTSIDE L
RENTALS
OFFICE EQUIPMENT RENT 6410

RENTALS
OTHER SERVICES & CHARGE
REFUNDS 6835
PRIVILEGE LICENSE REF 6835 PL

REFUNDS
DUES AND MEMBERSHIPS 6840

001042 - GENERAL FUND-ACCOUNTING DIV.

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
12997	REGULAR WAGES 4000	174711		147329	27382	83.3 84.3	2,083	1.1
	DISASTER RECOVERY WAGE 4010							
	OVERTIME 4300			4	4-		4	
	DISASTER RECOVERY OVER 4310							
12997	SALARIES	174711		147334	27377	83.3 84.3	2,089	1.1
EMPLOYEE BENEFITS								
2047	STATE RETIREMENT 4600	27519		23205	4314	83.3 84.3	327	1.1
986	F.I.C.A. TAXES 4700	13609		11196	2413	83.3 82.2	173-	1.2-
2250	HOSPITALIZATION INS. 4800	30000		24302	5698	83.3 81.0	837-	2.7-
	UNEMPLOYMENT BENEFITS 4900							
	WORKMAN'S COMPENSATION 4910	745			745	83.3	745-	100.0-
5283	EMPLOYEE BENEFITS	71873		58703	13170	83.3 81.6	1,429-	1.9-
18280	PERSONAL SERVICES	246584		206037	40547	83.3 83.5	660	.2
OFFICE SUPPLIES								
	PAPER 5003	580	500	72	8	83.3 12.4	493-	85.0-
	PRINTED FORMS 5005							
146	OTHER EXPENDABLE OFF.S 5010	1650		1211	439	83.3 73.3	196-	11.8-
	MINOR OFFICE EQUIP/FUR 5020	959		879	80	83.3 91.6	95	9.9
	MICROFILM SUPPLIES 5030							
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070							
	COMPUTER SUPPLIES 5080	670		530	140	83.3 79.1	34-	5.0-
146	OFFICE SUPPLIES	3859	500	2692	667	83.3 69.7	628-	16.2-
OPERATING SUPPLIES								
204	CLEANING/JANITORIAL SP 5100	900		824	76	83.3 91.5	88	9.7
	MINOR EQUIPMENT 5460							
	OTHER OPERATING MATL/S 5590							
204	OPERATING SUPPLIES	900		824	76	83.3 91.5	88	9.7
REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S 5600							
398	MINOR COMPUTER EQUIP. 5800	753		398	355	83.3 52.8	275-	36.5-
	OTHER REPAIR/MAINT. SP 5990	5		1	4	83.3 20.0	3-	60.0-
398	REPAIR & MAINTENANCE	758		399	359	83.3 52.6	279-	36.8-
748	SUPPLIES AND EXPENSES	5517	500	3915	1102	83.3 70.9	819-	14.8-

	PROFESSIONAL SERVICES								
	CONSULTANT SERV/SURVEY 6020								
	DATA PROCESSING 6035								
	MICROFILM PROCESSING 6037								
	OTHER PROFESSIONAL SER 6049	1500		309	1191	83.3	20.6	1,129-	75.2-
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	PROFESSIONAL SERVICE	1500		309	1191	83.3	20.6	1,129-	75.2-
	COMMUNICATIONS								
13	TELEPHONE AND TELEGRAP 6060	190		109	81	83.3	57.3	59-	31.0-
	POSTAGE 6070								
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13	COMMUNICATIONS	190		109	81	83.3	57.3	59-	31.0-
	TRANSPORTATION								
	TRAVEL EXPENSE 6110								
	FREIGHT 6120	30			30	83.3		30-	100.0-
	MESSENGER/EXPRESS SERV 6130								
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	TRANSPORTATION	30			30	83.3		30-	100.0-
	ADVERTISING								
	ADVERTISING 6150								
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	ADVERTISING								
	PRINTING AND BINDING								
223	PRINTING 6200	1100		1072	28	83.3	97.4	186	16.9
	BINDING 6205								
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223	PRINTING AND BINDING	1100		1072	28	83.3	97.4	186	16.9
	INSURANCE								
	SURETY AND FORGERY BON 6270								
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	INSURANCE								
	REPR/MAINT-OUTSIDE LABO								
	BUILDING R&M 6350								
	OFFICE EQUIPMENT R&M 6365								
	OTHER REPAIRS AND MAIN 6399	200			200	83.3		200-	100.0-
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	REPR/MAINT-OUTSIDE L	200			200	83.3		200-	100.0-
	RENTALS								
	OFFICE EQUIPMENT RENT 6410								
	OTHER RENT 6449								
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	RENTALS								
	OTHER SERVICES & CHARGE								
	DUES AND MEMBERSHIPS 6840								
	REGISTRATION FEE/TUITI 6845								
	SERVICES NOT SPECIFIED 6999								
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	OTHER SERVICES & CHA								
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236	OTHER SERVICES & CHAR	3020		1490	1530	83.3	49.3	1,232-	40.7-

MACHINERY AND EQUIPMENT

	OFFICE FURN/EQUIP.	7325							
	DATA PROCESSING EQUIP.	7327							
	OTHER EQUIPMENT	7399							
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	MACHINERY AND EQUIPM								
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	CAPITAL OUTLAY								
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19264	EXPENDITURES		255121	500	211441	43180	83.3 82.8	1,391-	.5-

001045 - GENERAL FUND-PURCHASING DIV.

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
7846	REGULAR WAGES 4000	114344		89115	25229	83.3 77.9	7,406-	6.4-
	DISASTER RECOVERY WAGE 4010							
	OVERTIME 4300							
	DISASTER RECOVERY OVER 4310							
7846	SALARIES	114344		89115	25229	83.3 77.9	7,406-	6.4-
EMPLOYEE BENEFITS								
1236	STATE RETIREMENT 4600	18010		14036	3975	83.3 77.9	1,166-	6.4-
571	F.I.C.A. TAXES 4700	8750		6690	2060	83.3 76.4	722-	8.2-
1350	HOSPITALIZATION INS. 4800	18000		13526	4474	83.3 75.1	1,768-	9.8-
	UNEMPLOYMENT BENEFITS 4900							
	WORKMAN'S COMPENSATION 4910	360			360	83.3	360-	100.0-
3157	EMPLOYEE BENEFITS	45120		34252	10868	83.3 75.9	4,017-	8.9-
11003	PERSONAL SERVICES	159464		123366	36098	83.3 77.3	11,424-	7.1-
OFFICE SUPPLIES								
496-	PAPER 5003	2500		1045	1455	83.3 41.8	1,246-	49.8-
	PRINTED FORMS 5005							
170	OTHER EXPENDABLE OFF.S 5010	1500		836	664	83.3 55.7	496-	33.0-
120	MINOR OFFICE EQUIP/FUR 5020	2700		959	1741	83.3 35.5	1,549-	57.3-
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070	400		124	276	83.3 31.0	251-	62.7-
	COMPUTER SUPPLIES 5080							
206-	OFFICE SUPPLIES	7100		2964	4136	83.3 41.7	3,543-	49.9-
OPERATING SUPPLIES								
	MINOR EQUIPMENT 5460							
115	OTHER OPERATING MATL/S 5590	400		165	235	83.3 41.2	202-	50.5-
115	OPERATING SUPPLIES	400		165	235	83.3 41.2	202-	50.5-
91-	SUPPLIES AND EXPENSES	7500		3129	4371	83.3 41.7	3,745-	49.9-
PROFESSIONAL SERVICES								
	CONSULTANT SERV/SURVEY 6020							
	DATA PROCESSING 6035							
	OTHER PROFESSIONAL SER 6049							
PROFESSIONAL SERVICE								
COMMUNICATIONS								
	TELEPHONE AND TELEGRAP 6060							

POSTAGE	6070								
COMMUNICATIONS									
TRANSPORTATION									
TRAVEL EXPENSE	6110								
FREIGHT	6120								
MESSENGER/EXPRESS SERV	6130								
TRANSPORTATION									
ADVERTISING									
ADVERTISING	6150								
ADVERTISING									
PRINTING AND BINDING									
PRINTING	6200								
BINDING	6205								
PRINTING AND BINDING									
INSURANCE									
SURETY AND FORGERY BON	6270								
INSURANCE									
REPR/MAINT-OUTSIDE LABO									
OFFICE EQUIPMENT R&M	6365	1280		1061	219	83.3	82.8	6-	.4-
OTHER REPAIRS AND MAIN	6399								
REPR/MAINT-OUTSIDE L		1280		1061	219	83.3	82.8	6-	.4-
RENTALS									
OFFICE EQUIPMENT RENT	6410								
RENTALS									
OTHER SERVICES & CHARGE									
DUES AND MEMBERSHIPS	6840	200		195	5	83.3	97.5	34	17.0
REGISTRATION FEE/TUITI	6845								
SERVICES NOT SPECIFIED	6999								
OTHER SERVICES & CHA		200		195	5	83.3	97.5	34	17.0
OTHER SERVICES & CHAR		1480		1256	224	83.3	84.8	27	1.8
BUILDING/BLD IMPROVEMEN									
BUILDING IMPROVEMENTS	7150								
OFFICE IMPROVEMENTS	7150 23								
BUILDING IMPROVEMEN									
BUILDING/BLD IMPROVE									
MACHINERY AND EQUIPMENT									
OFFICE FURN/EQUIP.	7325								
DATA PROCESSING EQUIP.	7327								
OTHER EQUIPMENT	7399								

-----	MACHINERY AND EQUIPM	-----	-----	-----	-----	-----	-----	-----	-----
-----	CAPITAL OUTLAY	-----	-----	-----	-----	-----	-----	-----	-----
10911	EXPENDITURES	168444		127751	40693	83.3	75.8	15,142-	8.9-

CITY OF HATTIESBURG
EXPENDITURE REPORT
ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL		OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
5923	SALARIES								
	REGULAR WAGES	4000	77000		65154	11846	83.3 84.6	1,184	1.5
	OVERTIME	4300							
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5923	SALARIES		77000		65154	11846	83.3 84.6	1,184	1.5
	EMPLOYEE BENEFITS								
933	STATE RETIREMENT	4600	12130		10262	1868	83.3 84.6	184	1.5
452	F.I.C.A. TAXES	4700	5900		4974	926	83.3 84.3	68	1.1
450	HOSPITALIZATION INS.	4800	6000		4938	1062	83.3 82.3	74-	1.2-
	UNEMPLOYMENT BENEFITS	4900							
	WORKMAN'S COMPENSATION	4910	255			255	83.3	255-	100.0-
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1835	EMPLOYEE BENEFITS		24285		20174	4111	83.3 83.0	76-	.3-
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7758	PERSONAL SERVICES		101285		85327	15958	83.3 84.2	1,107	1.0
	OFFICE SUPPLIES								
	PAPER	5003							
	PRINTED FORMS	5005							
	OTHER EXPENDABLE OFF.S	5010							
	MINOR OFFICE EQUIP/FUR	5020							
	BOOKS	5070							
	OTHER OPERATING MATL/S	5590							
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	OFFICE SUPPLIES								
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	SUPPLIES AND EXPENSES								
	PROFESSIONAL SERVICES								
	LEGAL	6025	7000		2000	5000	83.3 28.5	4,600-	65.7-
	OTHER PROFESSIONAL SER	6049							
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	PROFESSIONAL SERVICE		7000		2000	5000	83.3 28.5	4,600-	65.7-
	COMMUNICATIONS								
	TELEPHONE AND TELEGRAP	6060							
	POSTAGE	6070							
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	COMMUNICATIONS								
	TRANSPORTATION								
	TRAVEL EXPENSE	6110	1000		377	623	83.3 37.7	547-	54.7-
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	TRANSPORTATION		1000		377	623	83.3 37.7	547-	54.7-
	PRINTING AND BINDING								
	PRINTING	6200							

-----	PRINTING AND BINDING	-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHARGE							
	COURT COSTS 6710	100			100	83.3		100- 100.0-
	DUES AND MEMBERSHIPS 6840	325		175	150	83.3	53.8	115- 35.3-
	REGISTRATION FEE/TUITI 6845	675		595	80	83.3	88.1	39 5.7
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	OTHER SERVICES & CHA	1100		770	330	83.3	70.0	176- 16.0-
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	OTHER SERVICES & CHAR	9100		3147	5953	83.3	34.5	5,323- 58.4-
	MACHINERY AND EQUIPMENT							
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	CAPITAL OUTLAY							
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7758	EXPENDITURES	110385		88475	21910	83.3	80.1	4,215- 3.8-

001080 - GENERAL FUND-HUMAN RESOURCES

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
10174	REGULAR WAGES 4000	132264		111915	20349	83.3 84.6	2,034	1.5
	DISASTER RECOVERY WAGE 4010							
	OVERTIME 4300							
	DISASTER RECOVERY OVER 4310							
10174	SALARIES	132264		111915	20349	83.3 84.6	2,034	1.5
EMPLOYEE BENEFITS								
1602	STATE RETIREMENT 4600	20840		17627	3213	83.3 84.5	312	1.4
746	F.I.C.A. TAXES 4700	10120		8238	1882	83.3 81.4	234-	2.3-
1350	HOSPITALIZATION INS. 4800	18000		14814	3186	83.3 82.3	223-	1.2-
	UNEMPLOYMENT BENEFITS 4900							
	WORKMAN'S COMPENSATION 4910	530			530	83.3	530-	100.0-
3698	EMPLOYEE BENEFITS	49490		40678	8812	83.3 82.1	676-	1.3-
13872	PERSONAL SERVICES	181754		152593	29161	83.3 83.9	1,357	.7
OFFICE SUPPLIES								
	PAPER 5003	1000		840	160	83.3 84.0	8	.8
	PRINTED FORMS 5005	1220		611	609	83.3 50.0	486-	39.8-
160	OTHER EXPENDABLE OFF.S 5010	550		510	40	83.3 92.7	62	11.2
	MINOR OFFICE EQUIP/FUR 5020	300			300	83.3	300-	100.0-
	SUBSCRIPTIONS,MAGS,MAP 5050	500		299	201	83.3 59.8	141-	28.2-
	BOOKS 5070	221		100	121	83.3 45.2	101-	45.7-
	COMPUTER SUPPLIES 5080	7200		3563	3638	83.3 49.4	2,924-	40.6-
160	OFFICE SUPPLIES	10991		5922	5069	83.3 53.8	3,884-	35.3-
OPERATING SUPPLIES								
	MINOR EQUIPMENT 5460							
	OTHER OPERATING MATL/S 5590							
OPERATING SUPPLIES								
160	SUPPLIES AND EXPENSES	10991		5922	5069	83.3 53.8	3,884-	35.3-
PROFESSIONAL SERVICES								
1109	CONSULTANT SERV/SURVEY 6020							
	OTHER PROFESSIONAL SER 6049	6610		2214	4396	83.3 33.4	3,953-	59.8-
1109	PROFESSIONAL SERVICE	6610		2214	4396	83.3 33.4	3,953-	59.8-
COMMUNICATIONS								
12	TELEPHONE AND TELEGRAP 6060	100		112	12-	83.3 112.0	34	34.0
	POSTAGE 6070	20			20	83.3	20-	100.0-

-----	12	COMMUNICATIONS	-----	-----	-----	-----	-----	-----	-----
		TRANSPORTATION	120		112	8	83.3	93.3	14 11.6
		TRAVEL EXPENSE 6110			327-	327			392
		FREIGHT 6120							
		MESSENGER/EXPRESS SERV 6130	100			100	83.3		100- 100.0-
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		TRANSPORTATION	100		327-	427	83.3	327.0	292 292.0
		ADVERTISING							
		ADVERTISING 6150							
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		ADVERTISING							
		PRINTING AND BINDING							
		PRINTING 6200	900		45	855	83.3	5.0	846- 94.0-
		BINDING 6205							
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		PRINTING AND BINDING	900		45	855	83.3	5.0	846- 94.0-
		INSURANCE							
		SURETY AND FORGERY BON 6270							
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		INSURANCE							
		REPR/MAINT-OUTSIDE LABO							
		BUILDING R&M 6350							
180		OFFICE EQUIPMENT R&M 6365	5075		3418	1657	83.3	67.3	973- 19.1-
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180		REPR/MAINT-OUTSIDE L	5075		3418	1657	83.3	67.3	973- 19.1-
		OTHER SERVICES & CHARGE							
		DUES AND MEMBERSHIPS 6840	200			200	83.3		200- 100.0-
		REGISTRATION FEE/TUITI 6845							
		SERVICES NOT SPECIFIED 6999							
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		OTHER SERVICES & CHA	200			200	83.3		200- 100.0-
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1301		OTHER SERVICES & CHAR	13005		5462	7543	83.3	41.9	6,450- 49.5-
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		MACHINERY AND EQUIPMENT							
		OFFICE FURN/EQUIP. 7325							
		DATA PROCESSING EQUIP. 7327							
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		MACHINERY AND EQUIPM							
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		CAPITAL OUTLAY							
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15333		EXPENDITURES	205750		163977	41773	83.3	79.6	8,977- 4.3-

001081 - GENERAL FUND-LOSS CONTROL

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
6045	REGULAR WAGES 4000	78587		66497	12090	83.3 84.6	1,209	1.5
	DISASTER RECOVERY WAGE 4010							
	OVERTIME 4300							
	DISASTER RECOVERY OVER 4310			188	188-		225	
6045	SALARIES	78587		66686	11901	83.3 84.8	1,436	1.8
EMPLOYEE BENEFITS								
952	STATE RETIREMENT 4600	12380		10503	1877	83.3 84.8	223	1.8
436	F.I.C.A. TAXES 4700	6020		4836	1184	83.3 80.3	216-	3.5-
900	HOSPITALIZATION INS. 4800	12000		9876	2124	83.3 82.3	148-	1.2-
	UNEMPLOYMENT BENEFITS 4900							
	WORKMAN'S COMPENSATION 4910	940			940	83.3	940-	100.0-
2288	EMPLOYEE BENEFITS	31340		25215	6125	83.3 80.4	1,082-	3.4-
8333	PERSONAL SERVICES	109927		91901	18026	83.3 83.6	354	.3
OFFICE SUPPLIES								
	PAPER 5003							
	PRINTED FORMS 5005	388		116	272	83.3 29.8	248-	63.9-
	OTHER EXPENDABLE OFF.S 5010	955	247	493	214	83.3 51.6	363-	38.0-
	MINOR OFFICE EQUIP/FUR 5020	300			300	83.3	300-	100.0-
	PHOTO SUPPLIES 5040	185		16	169	83.3 8.6	165-	89.1-
	SUBSCRIPTIONS,MAGS,MAP 5050	305		105	200	83.3 34.4	179-	58.6-
	BOOKS 5070							
	COMPUTER SUPPLIES 5080							
	OFFICE SUPPLIES	2133	247	730	1155	83.3 34.2	1,257-	58.9-
OPERATING SUPPLIES								
	CLEANING/JANITORIAL SP 5100							
	HOUSEHOLD SUPPLIES 5110							
	MEDICAL SUPPLIES 5120	150			150	83.3	150-	100.0-
68	GAS AND OIL 5250	4000		1196	2804	83.3 29.9	2,564-	64.1-
	LUBRICANTS 5255							
	WEARING APPAREL 5355	300	179		121	83.3	300-	100.0-
	MINOR EQUIPMENT 5460	500			500	83.3	500-	100.0-
	OTHER OPERATING MATL/S 5590							
68	OPERATING SUPPLIES	4950	179	1196	3575	83.3 24.1	3,514-	70.9-
REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S 5600							
	MTR VEHICLE REP. PTS/S 5700	1107		130	977	83.3 11.7	951-	85.9-
	COMMUNICATION REPAIR P 5750							

OTHER REPAIR/MAINT. SP 5990									
	REPAIR & MAINTENANCE	1107		130	977	83.3	11.7	951-	85.9-
68	SUPPLIES AND EXPENSES	8190	426	2056	5707	83.3	25.1	5,722-	69.8-
COMMUNICATIONS									
50	TELEPHONE AND TELEGRAP 6060	760		447	313	83.3	58.8	223-	29.3-
	POSTAGE 6070								
50	COMMUNICATIONS	760		447	313	83.3	58.8	223-	29.3-
TRANSPORTATION									
	TRAVEL EXPENSE 6110								
	FREIGHT 6120								
	MESSENGER/EXPRESS SERV 6130								
TRANSPORTATION									
	ADVERTISING								
	ADVERTISING 6150								
ADVERTISING									
	PRINTING AND BINDING								
	PRINTING 6200								
	FILM PROCESSING 6240								
PRINTING AND BINDING									
	INSURANCE								
	AUTOMOBILE INSURANCE 6265								
	SURETY AND FORGERY BON 6270								
INSURANCE									
	REPR/MAINT-OUTSIDE LABO								
	OFFICE EQUIPMENT R&M 6365								
	HOUSEHOLD EQUIPMENT R& 6370								
	MOTOR VEHICLE EQ. R&M 6384	300			300	83.3		300-	100.0-
	COMMUNICATION EQ. R&M 6390								
	CLEANING AND PAINTING 6392								
	OTHER REPAIRS AND MAIN 6399	1800		1735	65	83.3	96.3	282	15.6
	REPR/MAINT-OUTSIDE L	2100		1735	365	83.3	82.6	18-	.8-
RENTALS									
	OTHER RENT 6449								
RENTALS									
	OTHER SERVICES & CHARGE								
	DUES AND MEMBERSHIPS 6840								
	REGISTRATION FEE/TUITI 6845								
	SERVICES NOT SPECIFIED 6999								
OTHER SERVICES & CHA									
50	OTHER SERVICES & CHAR	2860		2181	679	83.3	76.2	242-	8.4-

	MACHINERY AND EQUIPMENT								
	OFFICE FURN/EQUIP.	7325							
	DATA PROCESSING EQUIP.	7327							
	COMMUNICATION EQUIPMEN	7355							
	OTHER EQUIPMENT	7399							
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	MACHINERY AND EQUIPM								
	VEHICLES								
	AUTOMOBILES	7400							
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	VEHICLES								
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	CAPITAL OUTLAY								
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8450	EXPENDITURES		120977	426	96138	24412	83.3 79.4	5,611-	4.6-

001090 - GENERAL FUND-URBAN DEVELOPMT

CITY OF HATTIESBURG
EXPENDITURE REPORT
ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
28897	REGULAR WAGES 4000	378795		290282	88513	83.3 76.6	30,456-	8.0-
	DISASTER RECOVERY WAGE 4010							
	OVERTIME 4300			238	238-		285	
	DISASTER RECOVERY OVER 4310							
28897	SALARIES	378795		290520	88275	83.3 76.6	30,171-	7.9-
EMPLOYEE BENEFITS								
4551	STATE RETIREMENT 4600	59660		45757	13903	83.3 76.6	4,751-	7.9-
2109	F.I.C.A. TAXES 4700	28981		21353	7628	83.3 73.6	3,357-	11.5-
7950	HOSPITALIZATION INS. 4800	66000		49466	16534	83.3 74.9	6,640-	10.0-
	UNEMPLOYMENT BENEFITS 4900							
	WORKMAN'S COMPENSATION 4910	3820			3820	83.3	3,820-	100.0-
14610	EMPLOYEE BENEFITS	158461		116576	41885	83.3 73.5	18,569-	11.7-
43508	PERSONAL SERVICES	537256		407097	130159	83.3 75.7	48,739-	9.0-
OFFICE SUPPLIES								
	PAPER 5003	1000	60	664	276	83.3 66.4	203-	20.3-
	PRINTED FORMS 5005							
130	OTHER EXPENDABLE OFF.S 5010	3410		2291	1119	83.3 67.1	660-	19.3-
6362	N.I.P. SUPPLIES 5011	12495	900	9948	1647	83.3 79.6	557-	4.4-
	CITIZENS CORPS GRANT S 5012							
	MIDTOWN STUDY GRANT SU 5013							
	NLC HEALTH OUTREACH SU 5014	2000			2000	83.3	2,000-	100.0-
	DOLLARWISE GRANT/CONF 5015							
110	MINOR OFFICE EQUIP/FUR 5020	1400	370	495	535	83.3 35.3	806-	57.5-
	PHOTO SUPPLIES 5040							
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070	814		371	443	83.3 45.5	368-	45.2-
	COMPUTER SUPPLIES 5080	1939		1585	354	83.3 81.7	37-	1.9-
6602	OFFICE SUPPLIES	23058	1,330	15354	6374	83.3 66.5	4,633-	20.0-
OPERATING SUPPLIES								
	FOOD 5115	500			500	83.3	500-	100.0-
41	GAS AND OIL 5250	2300		328	1972	83.3 14.2	1,906-	82.8-
	LUBRICANTS 5255							
	MINOR EQUIPMENT 5460	100			100	83.3	100-	100.0-
	OTHER OPERATING MATL/S 5590	400			400	83.3	400-	100.0-
41	OPERATING SUPPLIES	3300		328	2972	83.3 9.9	2,906-	88.0-
REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S 5600	300			300	83.3	300-	100.0-

	PAINT AND PAINTING SPL 5650	150			150	83.3		150-	100.0-
	MTR VEHICLE REP. PTS/S 5700	700			700	83.3		700-	100.0-
	OTHER REPAIR/MAINT. SP 5990								
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	REPAIR & MAINTENANCE	1150			1150	83.3		1,150-	100.0-
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6643	SUPPLIES AND EXPENSES	27508	1,330	15682	10496	83.3	57.0	8,689-	31.5-
	PROFESSIONAL SERVICES								
	ENGINEERING 6015								
	CONSULTANT SERV/SURVEY 6020	29000		27311	1689	83.3	94.1	3,773	13.0
	CONSULTANT SERV-TWIN F 6020 01								
	CONSULTANT SERV-MIDTOW 6020 02	10000		2063	7938	83.3	20.6	7,524-	75.2-
	ABSTRACTING & RECORDIN 6023								
	LEGAL 6025								
7987	OTHER PROFESSIONAL SER 6049	11500		7987	3513	83.3	69.4	1,915-	16.6-
	OTHER PROF SERV-NLC OU 6049 98								
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7987	PROFESSIONAL SERVICE	50500		37361	13139	83.3	73.9	5,666-	11.2-
	COMMUNICATIONS								
324	TELEPHONE AND TELEGRAP 6060	3500		3324	176	83.3	94.9	488	13.9
	POSTAGE 6070	100			100	83.3		100-	100.0-
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324	COMMUNICATIONS	3600		3324	276	83.3	92.3	388	10.7
	TRANSPORTATION								
1077	TRAVEL EXPENSE 6110	10480	288	5200	4992	83.3	49.6	4,240-	40.4-
	TRVL EXP-MIDTOWN STDY 6111								
	TRVL EXP-NLC HEALTH OU 6112								
	FREIGHT 6120								
	MESSENGER/EXPRESS SERV 6130	100			100	83.3		100-	100.0-
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1077	TRANSPORTATION	10580	288	5200	5092	83.3	49.1	4,340-	41.0-
	ADVERTISING								
	ADVERTISING 6150								
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	ADVERTISING								
	PRINTING AND BINDING								
57	PRINTING 6200	8279		509	7770	83.3	6.1	7,668-	92.6-
	PRINTING-GRANT RELATED 6202								
	BLUELINES 6210								
	FILM PROCESSING 6240								
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57	PRINTING AND BINDING	8279		509	7770	83.3	6.1	7,668-	92.6-
	INSURANCE								
	AUTOMOBILE INSURANCE 6265								
	SURETY AND FORGERY BON 6270								
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	INSURANCE								
	REPR/MAINT-OUTSIDE LABO								
	BUILDING R&M 6350								
	OFFICE EQUIPMENT R&M 6365								
	MOTOR VEHICLE EQ. R&M 6384								

	SIGN PAINTING	6396							
	OTHER REPAIRS AND MAIN	6399							
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	REPR/MAINT-OUTSIDE L								
	RENTALS								
369	OFFICE EQUIPMENT RENT	6410	6380		6047	333	83.3 94.7	876	13.7
	OTHER RENT	6449							
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369	RENTALS		6380		6047	333	83.3 94.7	876	13.7
	OTHER SERVICES & CHARGE								
	EXHIBITIONS & PROMOTIO	6500							
	DUES AND MEMBERSHIPS	6840	2150		1085	1065	83.3 50.4	848-	39.4-
10	REGISTRATION FEE/TUITI	6845	3250	760	2465	25	83.3 75.8	292-	8.9-
	SERVICES NOT SPECIFIED	6999							
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10	OTHER SERVICES & CHA		5400	760	3550	1090	83.3 65.7	1,140-	21.1-
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9825	OTHER SERVICES & CHAR		84739	1,048	55991	27700	83.3 66.0	17,549-	20.7-
	<u>MACHINERY AND EQUIPMENT</u>								
	PHOTOGRAPHIC EQUIP.	7308							
	OFFICE FURN/EQUIP.	7325							
	DATA PROCESSING EQUIP.	7327							
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	MACHINERY AND EQUIPM								
	VEHICLES								
	AUTOMOBILES	7400							
	PICK UP TRUCKS	7420							
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	VEHICLES								
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	CAPITAL OUTLAY								
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59975	EXPENDITURES		649503	2,378	478770	168355	83.3 73.7	74,979-	11.5-

001091 - GENERAL FUND-INFO TECHNOLOGY

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
21030	REGULAR WAGES 4000	291457		224427	67030	83.3 77.0	22,144-	7.5-
	DISASTER RECOVERY WAGE 4010							
39	OVERTIME 4300			39	39-		46	
	DISASTER RECOVERY OVER 4310							
21069	SALARIES	291457		224465	66992	83.3 77.0	22,099-	7.5-
EMPLOYEE BENEFITS								
3318	STATE RETIREMENT 4600	45910		35353	10557	83.3 77.0	3,486-	7.5-
1507	F.I.C.A. TAXES 4700	22300		16050	6250	83.3 71.9	3,040-	13.6-
4150	HOSPITALIZATION INS. 4800	42000		32416	9584	83.3 77.1	3,100-	7.3-
	UNEMPLOYMENT BENEFITS 4900							
	WORKMAN'S COMPENSATION 4910	1050			1050	83.3	1,050-	100.0-
8975	EMPLOYEE BENEFITS	111260		83819	27441	83.3 75.3	10,677-	9.5-
30044	PERSONAL SERVICES	402717		308284	94433	83.3 76.5	32,776-	8.1-
OFFICE SUPPLIES								
	PAPER 5003	2000		1014	986	83.3 50.7	783-	39.1-
	PRINTED FORMS 5005							
	OTHER EXPENDABLE OFF.S 5010	1000		347	653	83.3 34.7	583-	58.3-
	MINOR OFFICE EQUIP/FUR 5020							
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070							
1434	COMPUTER SUPPLIES 5080	41500	3,334	36393	1773	83.3 87.6	2,171	5.2
	COMPUTR SUP-PURCHASE C 5081							
1434	OFFICE SUPPLIES	44500	3,334	37754	3412	83.3 84.8	804	1.8
OPERATING SUPPLIES								
54	GAS AND OIL 5250	800		544	256	83.3 68.0	147-	18.3-
	UNIFORMS, BADGES, ETC. 5350							
	MINOR EQUIPMENT 5460	2000		1137	863	83.3 56.8	635-	31.7-
	OTHER OPERATING MATL/S 5590							
54	OPERATING SUPPLIES	2800		1681	1119	83.3 60.0	782-	27.9-
REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S 5600							
	MTR VEHICLE REP. PTS/S 5700	350		114	236	83.3 32.5	213-	60.8-
	MINOR COMPUTER EQUIP. 5800							
	REPAIR & MAINTENANCE	350		114	236	83.3 32.5	213-	60.8-
1488	SUPPLIES AND EXPENSES	47650	3,334	39549	4768	83.3 82.9	191-	.4-

PROFESSIONAL SERVICES									
	DATA PROCESSING 6035	29040		28103	937	83.3	96.7	4,683	16.1
	OTHER PROFESSIONAL SER 6049	3100		3021	79	83.3	97.4	525	16.9
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	PROFESSIONAL SERVICE	32140		31124	1016	83.3	96.8	5,208	16.2
COMMUNICATIONS									
267	TELEPHONE AND TELEGRAP 6060	2800		2267	533	83.3	80.9	79-	2.8-
14437	NETWORK 6068	166800		143852	22948	83.3	86.2	5,822	3.4
2156	NETWORK WIRELESS 6069	25000		20772	4228	83.3	83.0	73-	.2-
	POSTAGE 6070								
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16860	COMMUNICATIONS	194600		166891	27709	83.3	85.7	5,669	2.9
TRANSPORTATION									
	TRAVEL EXPENSE 6110								
	FREIGHT 6120	100		85	15	83.3	85.0	2	2.0
	MESSENGER/EXPRESS SERV 6130	200		37	163	83.3	18.5	155-	77.5-
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	TRANSPORTATION	300		122	178	83.3	40.6	153-	51.0-
ADVERTISING									
	ADVERTISING 6150								
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ADVERTISING									
PRINTING AND BINDING									
	PRINTING 6200								
	BINDING 6205								
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PRINTING AND BINDING									
INSURANCE									
	PUBLIC LIAB/PROPERTY D 6255								
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INSURANCE									
REPR/MAINT-OUTSIDE LABO									
	ELECTRICAL R&M 6355								
6231	OFFICE EQUIPMENT R&M 6365	278866	3,601	218587	56678	83.3	78.3	16,561-	5.9-
	MOTOR VEHICLE EQ. R&M 6384	170			170	83.3		170-	100.0-
	TOW IN CHARGES 6398								
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6231	REPR/MAINT-OUTSIDE L	279036	3,601	218587	56848	83.3	78.3	16,731-	5.9-
RENTALS									
	OFFICE EQUIPMENT RENT 6410								
	OTHER RENT 6449								
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RENTALS									
OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS 6840								
	REGISTRATION FEE/TUITI 6845	100		99	1	83.3	99.0	18	18.0
	SERVICES NOT SPECIFIED 6999								
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	OTHER SERVICES & CHA	100		99	1	83.3	99.0	18	18.0
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23092	OTHER SERVICES & CHAR	506176	3,601	416823	85752	83.3	82.3	5,988-	1.1-

	MACHINERY AND EQUIPMENT								
	OFFICE FURN/EQUIP. 7325	1588		1588		83.3	100.0	317	19.9
9816	DATA PROCESSING EQUIP. 7327	120000		72412	47588	83.3	60.3	33,105-	27.5-
	FINANCIAL SOFTWARE 7328	10000			10000	83.3		10,000-	100.0-
	DOM PREP GRANT 06HS205 7332								
12557	PUBLIC SAFETY SOFTWARE 7333	150000		125989	24011	83.3	83.9	1,186	.7
	COMMUNICATION EQUIPMEN 7355								
	OTHER EQUIPMENT 7399	4052		4052		83.3	100.0	810	19.9
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22373	MACHINERY AND EQUIPM	285640		204041	81599	83.3	71.4	40,790-	14.2-
	VEHICLES								
	AUTOMOBILES 7400								
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	VEHICLES								
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22373	CAPITAL OUTLAY	285640		204041	81599	83.3	71.4	40,790-	14.2-
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76997	EXPENDITURES	1242183	6,935	968696	266552	83.3	77.9	79,747-	6.4-

596	SUPPLIES AND EXPENSES	25466	75	19377	6014	83.3	76.0	2,213-	8.6-
	PROFESSIONAL SERVICES								
	BUILDING SECURITY 6021	2000		1440	560	83.3	72.0	272-	13.6-
2058	OTHER PROFESSIONAL SER 6049	34000	39	23661	10301	83.3	69.5	5,606-	16.4-
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2058	PROFESSIONAL SERVICE	36000	39	25101	10861	83.3	69.7	5,878-	16.3-
	COMMUNICATIONS								
	TELEPHONE AND TELEGRAP 6060								
	TELEPHONE-EATON SCHOOL 6060 GRANT								
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	COMMUNICATIONS								
	TRANSPORTATION								
	FREIGHT 6120								
	MESSENGER/EXPRESS SERV 6130								
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	TRANSPORTATION								
	INSURANCE								
	PUBLIC LIAB/PROPERTY D 6255								
	BOILER MACHINERY 6260								
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	INSURANCE								
	UTILITIES								
28	GAS 6300	4000		2303	1697	83.3	57.5	1,236-	30.9-
	GAS-TRAIN DEPOT 6300 DEPOT								
	GAS-EATON SCHOOL 6300 GRANT								
4127	ELECTRICITY 6305	55000		36877	18123	83.3	67.0	10,747-	19.5-
	ELECTRICITY-EMP MED CL 6305 CLINIC								
	ELECTRICITY-TRAIN DEPO 6305 DEPOT								
	ELECTRICITY-EATON SCHO 6305 GRANT								
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4155	UTILITIES	59000		39180	19820	83.3	66.4	11,984-	20.3-
	REPR/MAINT-OUTSIDE LABO								
	BUILDING R&M 6350	44224		14695	29529	83.3	33.2	26,590-	60.1-
	ELECTRICAL R&M 6355	1500			1500	83.3		1,500-	100.0-
	PLUMBING EQUIPMENT R&M 6357	500			500	83.3		500-	100.0-
	HOUSEHOLD EQUIPMENT R& 6370	7030	647	71	6312	83.3	1.0	6,944-	98.7-
1293	FIXED EQUIPMENT R&M 6380	8825	30	7103	1692	83.3	80.4	301-	3.4-
	MINOR EQUIPMENT R&M 6382								
	CLEANING AND PAINTING 6392	3900	775	900	2225	83.3	23.0	2,820-	72.3-
	EXTERMINATION-DEPOT 6393								
410	DISINFECT./EXTERMINATI 6394	800		1086	286-	83.3	135.7	503	62.8
	OTHER REPAIRS AND MAIN 6399	500			500	83.3		500-	100.0-
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1703	REPR/MAINT-OUTSIDE L	67279	1,452	23856	41972	83.3	35.4	38,651-	57.4-
	RENTALS								
	MOP-MAT-RAG RENT 6435								
2200	OTHER RENT 6449	15400		11000	4400	83.3	71.4	2,200-	14.2-
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2200	RENTALS	15400		11000	4400	83.3	71.4	2,200-	14.2-
	OTHER SERVICES & CHARGE								
	CUSTODIAL SERVICE 6870								

-----	OTHER SERVICES & CHA	-----	-----	-----	-----	-----	-----	-----	-----
-----	10116 OTHER SERVICES & CHAR	-----	-----	-----	-----	-----	-----	-----	-----
		177679	1,491	99136	77053	83.3	55.7	58,715-	33.0-
	LAND								
	LAND 7000	43000		43000		83.3	100.0	8,600	20.0
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	LAND	43000		43000		83.3	100.0	8,600	20.0
	BUILDING/BLD IMPROVEMEN								
	BUILDINGS 7100								
	FIRST BAPTIST CHURCH 7100 13								
10200	RENOV OLD FED BLD-MUN 7150 42	804518	12,000	668373	124145	83.3	83.0	2,470-	.3-
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10200	BUILDINGS	804518	12,000	668373	124145	83.3	83.0	2,470-	.3-
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10200	BUILDING/BLD IMPROVE	804518	12,000	668373	124145	83.3	83.0	2,470-	.3-
	IMPROVEMENT OTHER THAN								
	LANDSCAPING 7250								
	OTHER IMPROVEMENTS 7295								
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	IMPROVEMENT OTHER TH								
	MACHINERY AND EQUIPMENT								
	HOUSEHOLD FURN/EQUIP. 7320								
	OTHER EQUIPMENT 7399								
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	MACHINERY AND EQUIPM								
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10200	CAPITAL OUTLAY	847518	12,000	711373	124145	83.3	83.9	6,129	.7
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20912	EXPENDITURES	1050663	13,566	829886	207212	83.3	78.9	54,799-	5.2-

001093 - GENERAL FD-INTERMODAL FAC O&M

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
REGULAR WAGES	4000							
OVERTIME	4300							
SALARIES								
EMPLOYEE BENEFITS								
STATE RETIREMENT	4600							
F.I.C.A. TAXES	4700							
HOSPITALIZATION INS.	4800							
UNEMPLOYMENT BENEFITS	4900							
WORKMAN'S COMPENSATION	4910							
EMPLOYEE BENEFITS								
PERSONAL SERVICES								
OFFICE SUPPLIES								
PAPER	5003							
PRINTED FORMS	5005							
OTHER EXPENDABLE OFF.S	5010			5	5-		6	
MINOR OFFICE EQUIP/FUR	5020	350		345	5	83.3	98.5	64
SUBSCRIPTIONS,MAGS,MAP	5050							
BOOKS	5070							
COMPUTER SUPPLIES	5080							
OFFICE SUPPLIES								
		350		350		83.3	100.0	70
OPERATING SUPPLIES								
CLEANING/JANITORIAL SP	5100	1000		1223	223-	83.3	122.3	467
GAS AND OIL	5250							
LUBRICANTS	5255							
HORT./LANDSCAPING SPLY	5440	950		868	83	83.3	91.3	91
MINOR EQUIPMENT	5460							
OTHER OPERATING MATL/S	5590	461		461		83.3	100.0	92
OPERATING SUPPLIES								
		2411		2551	140-	83.3	105.8	650
REPAIR & MAINTENANCE SP								
19 BUILDING MATERIALS & S	5600	600		42	558	83.3	7.0	549-
ELECTRICAL SUPPLIES	5605	4589	111	1566	2912	83.3	34.1	2,709-
PLUMBING SUPPLIES	5610			72	72-			86
PAINT AND PAINTING SPL	5650							
MTR VEHICLE REP. PTS/S	5700							
AGRICLTRL REPAIR PTS/S	5755							
OTHER REPAIR/MAINT. SP	5990	800	282	234	284	83.3	29.2	519-

19	REPAIR & MAINTENANCE	5989	393	1915	3682	83.3	31.9	3,691-	61.6-
19	SUPPLIES AND EXPENSES	8750	393	4817	3541	83.3	55.0	2,969-	33.9-
	PROFESSIONAL SERVICES								
	BUILDING SECURITY 6021								
	OTHER PROFESSIONAL SER 6049								
	PROFESSIONAL SERVICE								
	COMMUNICATIONS								
	TELEPHONE AND TELEGRAP 6060								
	POSTAGE 6070								
	COMMUNICATIONS								
	TRANSPORTATION								
	TRAVEL EXPENSE 6110								
	FREIGHT 6120								
	MESSENGER/EXPRESS SERV 6130								
	TRANSPORTATION								
	ADVERTISING								
	ADVERTISING 6150	2600			2600	83.3		2,600-	100.0-
	ADVERTISING	2600			2600	83.3		2,600-	100.0-
	PRINTING AND BINDING								
	PRINTING 6200								
	PRINTING AND BINDING								
	INSURANCE								
	AUTOMOBILE INSURANCE 6265								
	SURETY AND FORGERY BON 6270								
	INSURANCE								
	UTILITIES								
	GAS 6300								
3196	ELECTRICITY 6305	50000		32960	17040	83.3	65.9	10,448-	20.8-
3196	UTILITIES	50000		32960	17040	83.3	65.9	10,448-	20.8-
	REPR/MAINT-OUTSIDE LABO								
	BUILDING R&M 6350	10000	725	2211	7064	83.3	22.1	7,346-	73.4-
	ELECTRICAL R&M 6355								
	PLUMBING EQUIPMENT R&M 6357								
	OFFICE EQUIPMENT R&M 6365	135		135		83.3	100.0	27	20.0
	MOTOR VEHICLE EQ. R&M 6384								
980	DISINFECT./EXTERMINATI 6394	1200		1155	45	83.3	96.2	186	15.5
	SIGN PAINTING 6396								
	OTHER REPAIRS AND MAIN 6399	11865	303	987	10575	83.3	8.3	10,680-	90.0-
980	REPR/MAINT-OUTSIDE L	23200	1,028	4488	17684	83.3	19.3	17,814-	76.7-
	RENTALS								
9	UNIFORM RENT 6430	400		148	252	83.3	37.0	222-	55.5-
	OTHER RENT 6449								

-----	9	RENTALS	-----	-----	-----	-----	-----	-----	-----
		OTHER SERVICES & CHARGE	400		148	252	83.3 37.0	222-	55.5-
		EXHIBITIONS & PROMOTIO 6500							
		DUES AND MEMBERSHIPS 6840							
		REGISTRATION FEE/TUITI 6845							
		CUSTODIAL SERVICE 6870							
		SERVICES NOT SPECIFIED 6999							
-----		OTHER SERVICES & CHA	-----	-----	-----	-----	-----	-----	-----
-----	4185	OTHER SERVICES & CHAR	76200	1,028	37596	37576	83.3 49.3	31,084-	40.7-
		MACHINERY AND EQUIPMENT							
		OFFICE FURN/EQUIP. 7325							
		DATA PROCESSING EQUIP. 7327							
		OTHER EQUIPMENT 7399	100000			100000	83.3	100,000-	100.0-
-----		MACHINERY AND EQUIPM	100000			100000	83.3	100,000-	100.0-
-----		CAPITAL OUTLAY	100000			100000	83.3	100,000-	100.0-
-----	4204	EXPENDITURES	184950	1,421	42413	141117	83.3 22.9	134,054-	72.4-

001094 - GENERAL FUND-METRPLTN PLANG.

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
13670	REGULAR WAGES 4000	179921		133755	46166	83.3 74.3	19,415-	10.7-
	DISASTER RECOVERY WAGE 4010							
18	OVERTIME 4300			84	84-		100	
	DISASTER RECOVERY OVER 4310							
13688	SALARIES	179921		133839	46082	83.3 74.3	19,314-	10.7-
EMPLOYEE BENEFITS								
2156	STATE RETIREMENT 4600	28200		21080	7120	83.3 74.7	2,904-	10.2-
984	F.I.C.A. TAXES 4700	13700		9750	3950	83.3 71.1	2,000-	14.5-
3250	HOSPITALIZATION INS. 4800	30000		21252	8748	83.3 70.8	4,497-	14.9-
	UNEMPLOYMENT BENEFITS 4900	5000			5000	83.3	5,000-	100.0-
	WORKMAN'S COMPENSATION 4910	570			570	83.3	570-	100.0-
6390	EMPLOYEE BENEFITS	77470		52082	25388	83.3 67.2	14,971-	19.3-
20078	PERSONAL SERVICES	257391		185921	71470	83.3 72.2	34,285-	13.3-
OFFICE SUPPLIES								
	PAPER 5003	1000		628	372	83.3 62.8	246-	24.6-
	PRINTED FORMS 5005							
532	OTHER EXPENDABLE OFF.S 5010	5000		1866	3134	83.3 37.3	2,760-	55.2-
	MINOR OFFICE EQUIP/FUR 5020	1000		861	139	83.3 86.1	33	3.3
	PHOTO SUPPLIES 5040							
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070							
	COMPUTER SUPPLIES 5080	3000		375	2625	83.3 12.5	2,550-	85.0-
532	OFFICE SUPPLIES	10000		3730	6270	83.3 37.3	5,524-	55.2-
OPERATING SUPPLIES								
	FOOD 5115	1500	281	434	785	83.3 28.9	979-	65.2-
39	GAS AND OIL 5250	1500		210	1290	83.3 14.0	1,248-	83.2-
	MINOR EQUIPMENT 5460	1000			1000	83.3	1,000-	100.0-
	MTR VEHICLE REP. PTS/S 5700	500			500	83.3	500-	100.0-
39	OPERATING SUPPLIES	4500	281	645	3574	83.3 14.3	3,726-	82.8-
570	SUPPLIES AND EXPENSES	14500	281	4375	9844	83.3 30.1	9,250-	63.7-
PROFESSIONAL SERVICES								
	ENGINEERING 6015							
	CONSULTANT SERV/SURVEY 6020	50400		50356	44	83.3 99.9	10,027	19.8
	ABSTRACTING & RECORDIN 6023							
	LEGAL 6025							

	OTHER PROFESSIONAL SER 6049	5100	641	4459	83.3	12.5	4,330-	84.9-
	PROFESSIONAL SERVICE	55500	50997	4503	83.3	91.8	5,696	10.2
	COMMUNICATIONS							
	TELEPHONE AND TELEGRAP 6060							
	POSTAGE 6070							
	COMMUNICATIONS							
	TRANSPORTATION							
60	TRAVEL EXPENSE 6110	12000	1293	10707	83.3	10.7	10,448-	87.0-
	FREIGHT 6120							
61	MESSENGER/EXPRESS SERV 6130	500	99	401	83.3	19.8	381-	76.2-
121	TRANSPORTATION	12500	1392	11108	83.3	11.1	10,829-	86.6-
	ADVERTISING							
	ADVERTISING 6150	5000	147	4853	83.3	2.9	4,823-	96.4-
	ADVERTISING	5000	147	4853	83.3	2.9	4,823-	96.4-
	PRINTING AND BINDING							
	PRINTING 6200	1000		1000	83.3		1,000-	100.0-
	BLUELINES 6210							
	FILM PROCESSING 6240							
	PRINTING AND BINDING	1000		1000	83.3		1,000-	100.0-
	REPR/MAINT-OUTSIDE LABO							
526	OFFICE EQUIPMENT R&M 6365	4500	1336	3164	83.3	29.6	2,896-	64.3-
526	REPR/MAINT-OUTSIDE L	4500	1336	3164	83.3	29.6	2,896-	64.3-
	OTHER SERVICES & CHARGE							
	EXHIBITIONS & PROMOTIO 6500							
26-	TRAIN DAY EVENT 6500 01	3500	3281	219	83.3	93.7	437	12.4
26-	EXHIBITIONS & PROMO	3500	3281	219	83.3	93.7	437	12.4
	DUES AND MEMBERSHIPS 6840	1000	520	480	83.3	52.0	376-	37.6-
91	REGISTRATION FEE/TUITI 6845	5500	1628	3872	83.3	29.6	3,546-	64.4-
	SERVICES NOT SPECIFIED 6999	1000	73	927	83.3	7.3	912-	91.2-
65	OTHER SERVICES & CHA	11000	5501	5499	83.3	50.0	4,398-	39.9-
712	OTHER SERVICES & CHAR	89500	59374	30126	83.3	66.3	18,251-	20.3-
	MACHINERY AND EQUIPMENT							
	OFFICE FURN/EQUIP. 7325							
	DATA PROCESSING EQUIP. 7327	24000		24000	83.3		24,000-	100.0-
	MACHINERY AND EQUIPM	24000		24000	83.3		24,000-	100.0-
	VEHICLES							
	AUTOMOBILES 7400							
	VEHICLES							
	CAPITAL OUTLAY	24000		24000	83.3		24,000-	100.0-

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21361	EXPENDITURES	385391	281	249670	135440	83.3	64.7	85,787-	22.2-

001095 - GENERAL FUND-G/G INS.OTH SER

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
REGULAR WAGES	4000							
OVERTIME	4300	2500		110	2390	83.3 4.4	2,368-	94.7-
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SALARIES								
		2500		110	2390	83.3 4.4	2,368-	94.7-
EMPLOYEE BENEFITS								
STATE RETIREMENT	4600	400			400	83.3	400-	100.0-
F.I.C.A. TAXES	4700	191			191	83.3	191-	100.0-
HOSPITALIZATION INS.	4800	120			120	83.3	120-	100.0-
UNEMPLOYMENT BENEFITS	4900							
WORKMAN'S COMPENSATION	4910							
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EMPLOYEE BENEFITS								
		711			711	83.3	711-	100.0-
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PERSONAL SERVICES								
		3211		110	3101	83.3 3.4	3,079-	95.8-
OFFICE SUPPLIES								
PAPER	5003	1000		566	434	83.3 56.6	320-	32.0-
PRINTED FORMS	5005							
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OFFICE SUPPLIES								
		1000		566	434	83.3 56.6	320-	32.0-
OPERATING SUPPLIES								
FOOD	5115							
DIESEL FUEL	5257							
WEARING APPAREL	5355							
OTHER OPERATING MATL/S	5590	200		12	188	83.3 6.0	185-	92.5-
UNALLOC. PETROLEUM PRO	5599							
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OPERATING SUPPLIES								
		200		12	188	83.3 6.0	185-	92.5-
REPAIR & MAINTENANCE SP								
OTHER REPAIR/MAINT. SP	5990							
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REPAIR & MAINTENANCE								
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SUPPLIES AND EXPENSES								
		1200		578	622	83.3 48.1	506-	42.1-
PROFESSIONAL SERVICES								
AUDITING AND ACCOUNTIN	6010							
TITLE OPINIONS	6016							
APPRAISAL	6017							
CONSULTANT SERV/SURVEY	6020							
CONSULTANT-TWIN FORKS	6020 01							
CONSULTANT-GORDONS CRK	6020 05							
35719	LEGAL	400000		358082	41918	83.3 89.5	29,698	7.4

	CAFE PLAN-ADMIN.COSTS	6026	4500		4500	83.3		4,500-	100.0-
1785	MEDICAL	6027	37500	18570	18930	83.3	49.5	15,216-	40.5-
414	MEDICAL ANALYSIS-EMP C	6027 01	384000	307946	76054	83.3	80.1	14,464-	3.7-
	UNALLOC.WELLNESS/HOSP.	6028	200	100	100	83.3	50.0	80-	40.0-
	IN-SERVICE TRAINING	6029	1250		1250	83.3		1,250-	100.0-
	ENTERTAINMENT	6033							
	DATA PROCESSING	6035							
	EMER.SHELTER/MDA GRANT	6040							
	I.P.-HYBERPLASTIC/MDA	6041							
	COPS-SECURE SCHLS/OJP	6042							
	CONTRIB FUNDED EVENTS	6046							
	COMMUNITY CONVERSATIO	6046 01	1500		1500	83.3		1,500-	100.0-
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	CONTRIB FUNDED EVEN		1500		1500	83.3		1,500-	100.0-
	OTHER PROFESSIONAL SER	6049	1768190	4,820	813236	83.3	45.9	792,306-	44.8-
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37917	PROFESSIONAL SERVICE		2597140	4,820	1497934	83.3	57.6	799,619-	30.7-
	COMMUNICATIONS								
	TELEPHONE AND TELEGRAP	6060	125000	97718	27282	83.3	78.1	7,738-	6.1-
	TELEPHONE RENT	6065							
	NETWORK	6068	1200		1200	83.3		1,200-	100.0-
16230	POSTAGE	6070	55000	49568	5432	83.3	90.1	4,481	8.1
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16230	COMMUNICATIONS		181200		147287	83.3	81.2	4,455-	2.4-
	TRANSPORTATION								
373	TRAVEL EXPENSE	6110	9310	5570	3740	83.3	59.8	2,626-	28.2-
	MESSENGER/EXPRESS SERV	6130							
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373	TRANSPORTATION		9310	5570	3740	83.3	59.8	2,626-	28.2-
	ADVERTISING								
	UNALLOCATED ADVERTISIN	6155	22500	200	9816	83.3	43.6	10,720-	47.6-
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	ADVERTISING		22500	200	9816	83.3	43.6	10,720-	47.6-
	PRINTING AND BINDING								
145	PRINTING	6200	4000	2400	1600	83.3	60.0	1,120-	28.0-
	BINDING	6205							
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145	PRINTING AND BINDING		4000	2400	1600	83.3	60.0	1,120-	28.0-
	INSURANCE								
	FIRE & EXTENDED COVERA	6250	235000		235000	83.3		235,000-	100.0-
	PUBLIC LIAB/PROPERTY D	6255	500000	435587	64413	83.3	87.1	22,704	4.5
	BOILER MACHINERY	6260							
	SURETY AND FORGERY BON	6270	5000	225	4775	83.3	4.5	4,730-	94.6-
1810	OTHER INSURANCE	6299	3810	3303	507	83.3	86.6	153	4.0
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1810	INSURANCE		743810	439115	304695	83.3	59.0	216,872-	29.1-
	REPR/MAINT-OUTSIDE LABO								
	OFFICE EQUIPMENT R&M	6365							
	MOTOR VEHICLE EQ. R&M	6384							
	COMMUNICATION EQ. R&M	6390							
	OTHER REPAIRS AND MAIN	6399							
	OTHER REPAIRS AND MAIN	6399 FBC							

-----	REPR/MAINT-OUTSIDE L	-----	-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHARGE								
	SETTLEMT OF DAMAGE CLA 6700	200000			200000	83.3		200,000-	100.0-
	LATE PAYMENT CHARGE 6705	3000		170	2830	83.3	5.6	2,796-	93.2-
	COURT COSTS 6710								
	THEFT LOSS 6818								
6092	PROP.TAX COLL. FEES .0 6830	55000		53261	1739	83.3	96.8	8,913	16.2
1055	PROP.TAX COLL. FEES.00 6831	80000		85468	5468-	83.3	106.8	22,561	28.2
361	BANK SERV/TRF FEE 6832	2100		2223	123-	83.3	105.8	567	27.0
190	DUES AND MEMBERSHIPS 6840	25000		22029	2971	83.3	88.1	1,434	5.7
2785	REGISTRATION FEE/TUITI 6845	4800		4684	116	83.3	97.5	820	17.0
	PROPERTY TAXES 6995								
	LOBBYING 6998								
	SERVICES NOT SPECIFIED 6999	15000	89	7229	7682	83.3	48.1	6,325-	42.1-
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10483	OTHER SERVICES & CHA	384900	89	175064	209747	83.3	45.4	174,823-	45.4-
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66958	OTHER SERVICES & CHAR	3942860	5,109	2277185	1660566	83.3	57.7	1,210,238-	30.6-
	MACHINERY AND EQUIPMENT								
	OFFICE FURN/EQUIP. 7325								
	DATA PROCESSING EQUIP. 7327								
	COMMUNICATION EQUIPMEN 7355								
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	MACHINERY AND EQUIPM								
	VEHICLES								
	AUTOMOBILES 7400								
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	VEHICLES								
-----		-----	-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY								
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66958	EXPENDITURES	3947271	5,109	2277873	1664289	83.3	57.7	1,213,823-	30.7-

001096 - GENERAL FUND-FED PROG ADMIN

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
11001	REGULAR WAGES 4000	179095		121924	57171	83.3 68.0	32,786-	18.3-
	DISASTER RECOVERY WAGE 4010							
	OVERTIME 4300							
	DISASTER RECOVERY OVER 4310							
11001	SALARIES	179095		121924	57171	83.3 68.0	32,786-	18.3-
EMPLOYEE BENEFITS								
1733	STATE RETIREMENT 4600	28356		19203	9153	83.3 67.7	5,312-	18.7-
795	F.I.C.A. TAXES 4700	13771		8869	4902	83.3 64.4	3,128-	22.7-
1258	HOSPITALIZATION INS. 4800	21600		15401	6199	83.3 71.3	3,118-	14.4-
	UNEMPLOYMENT BENEFITS 4900							
	WORKMAN'S COMPENSATION 4910	3790			3790	83.3	3,790-	100.0-
3786	EMPLOYEE BENEFITS	67517		43473	24044	83.3 64.3	15,349-	22.7-
14787	PERSONAL SERVICES	246612		165397	81215	83.3 67.0	48,135-	19.5-
OFFICE SUPPLIES								
	PAPER 5003							
	PRINTED FORMS 5005							
	OTHER EXPENDABLE OFF.S 5010	500		29	471	83.3 5.8	465-	93.0-
	MINOR OFFICE EQUIP/FUR 5020	1000		15	985	83.3 1.5	982-	98.2-
	MICROFILM SUPPLIES 5030							
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070							
	COMPUTER SUPPLIES 5080							
	OFFICE SUPPLIES	1500		44	1456	83.3 2.9	1,447-	96.4-
OPERATING SUPPLIES								
	CLEANING/JANITORIAL SP 5100							
	FOOD 5115	500	250	42	208	83.3 8.4	449-	89.8-
55	GAS AND OIL 5250	1500		571	929	83.3 38.0	814-	54.2-
	MINOR EQUIPMENT 5460							
	OTHER OPERATING MATL/S 5590	500		413	87	83.3 82.6	4-	.8-
	OTHER OPER.MATL-BROWNS 5591							
55	OPERATING SUPPLIES	2500	250	1026	1224	83.3 41.0	1,268-	50.7-
REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S 5600							
	MTR VEHICLE REP. PTS/S 5700	1000			1000	83.3	1,000-	100.0-
	MINOR COMPUTER EQUIP. 5800							
	OTHER REPAIR/MAINT. SP 5990							

	REPAIR & MAINTENANCE	1000			1000	83.3		1,000-	100.0-
55	SUPPLIES AND EXPENSES	5000	250	1070	3680	83.3	21.4	3,716-	74.3-
	PROFESSIONAL SERVICES								
	CONSULTANT SERV-BROWNS 6020								
	DATA PROCESSING 6035								
	MICROFILM PROCESSING 6037								
	OTHER PROFESSIONAL SER 6049	38500			38500	83.3		38,500-	100.0-
	PROFESSIONAL SERVICE	38500			38500	83.3		38,500-	100.0-
	COMMUNICATIONS								
50	TELEPHONE AND TELEGRAP 6060	1000		497	503	83.3	49.7	403-	40.3-
	POSTAGE 6070								
50	COMMUNICATIONS	1000		497	503	83.3	49.7	403-	40.3-
	TRANSPORTATION								
	TRAVEL EXPENSE 6110	2500	640	24	1836	83.3	.9	2,471-	98.8-
	TRVL EXP-BROWNSFIELD P 6116								
	FREIGHT 6120								
	MESSENGER/EXPRESS SERV 6130								
	TRANSPORTATION	2500	640	24	1836	83.3	.9	2,471-	98.8-
1500	ADVERTISING	1500		1500		83.3	100.0	300	20.0
1500	ADVERTISING	1500		1500		83.3	100.0	300	20.0
	PRINTING AND BINDING								
	PRINTING 6200								
	BINDING 6205								
	PRINTING AND BINDING								
	INSURANCE								
	SURETY AND FORGERY BON 6270								
	INSURANCE								
	REPR/MAINT-OUTSIDE LABO								
	BUILDING R&M 6350								
	OFFICE EQUIPMENT R&M 6365								
	MOTOR VEHICLE EQ. R&M 6384	500		110	390	83.3	22.0	368-	73.6-
	OTHER REPAIRS AND MAIN 6399								
	REPR/MAINT-OUTSIDE L	500		110	390	83.3	22.0	368-	73.6-
	RENTALS								
	OFFICE EQUIPMENT RENT 6410								
	OTHER RENT 6449								
	RENTALS								
	OTHER SERVICES & CHARGE								
	EXHIBITIONS & PROMOTIO 6500								
	DISABILITY AWARENESS 6500 03			126-	126			151	

	EXHIBITIONS & PROMO			126-	126			151	
	DUES AND MEMBERSHIPS 6840	500		465	35	83.3	93.0	58	11.6
	REGISTRATION FEE/TUITI 6845	500		270	230	83.3	54.0	176-	35.2-
	SERVICES NOT SPECIFIED 6999								
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	OTHER SERVICES & CHA	1000		609	391	83.3	60.9	269-	26.9-
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1550	OTHER SERVICES & CHAR	45000	640	2740	41620	83.3	6.0	41,712-	92.6-
	ENVIRON PROJ-BROWNSFI 7296 04								
	MACHINERY AND EQUIPMENT								
	OFFICE FURN/EQUIP. 7325								
	DATA PROCESSING EQUIP. 7327								
	OTHER EQUIPMENT 7399								
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	MACHINERY AND EQUIPM								
-----		-----	-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY								
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16392	EXPENDITURES	296612	890	169207	126515	83.3	57.0	93,563-	31.5-

001100 - GENERAL FUND-POLICE/PUB.SFTY

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
432930	REGULAR WAGES 4000	6862665		4755432	2107233	83.3 69.2	1,156,146-	16.8-
	DISASTER RECOVERY WAGE 4010							
72365	OVERTIME 4300	700000		732475	32475-	83.3 104.6	178,970	25.5
	DISASTER RECOVERY OVER 4310			1926	1926-		2,311	
505295	SALARIES	7562665		5489832	2072833	83.3 72.5	974,866-	12.8-
EMPLOYEE BENEFITS								
79583	STATE RETIREMENT 4600	1191120		852751	338369	83.3 71.5	167,818-	14.0-
37440	F.I.C.A. TAXES 4700	578550		408168	170382	83.3 70.5	88,748-	15.3-
137285	HOSPITALIZATION INS. 4800	1056000		753381	302619	83.3 71.3	151,942-	14.3-
89-	UNEMPLOYMENT BENEFITS 4900	16000		5867	10133	83.3 36.6	8,959-	55.9-
	WORKMAN'S COMPENSATION 4910	171500			171500	83.3	171,500-	100.0-
254219	EMPLOYEE BENEFITS	3013170		2020167	993003	83.3 67.0	588,969-	19.5-
759513	PERSONAL SERVICES	10575835		7509999	3065836	83.3 71.0	1,563,836-	14.7-
OFFICE SUPPLIES								
	PAPER 5003	4043		3571	472	83.3 88.3	242	5.9
	PRINTED FORMS 5005							
164-	OTHER EXPENDABLE OFF.S 5010	7020		5534	1486	83.3 78.8	379-	5.3-
	EXPENDABLE OFF.SPL-LIF 5012	4800		1068	3732	83.3 22.2	3,518-	73.2-
	MINOR OFFICE EQUIP/FUR 5020	1000		947	53	83.3 94.7	136	13.6
	MICROFILM SUPPLIES 5030							
	PHOTO SUPPLIES 5040							
	SUBSCRIPTIONS,MAGS,MAP 5050	5300		5260	40	83.3 99.2	1,012	19.0
	BOOKS 5070	800		390	410	83.3 48.7	332-	41.5-
	COMPUTER SUPPLIES 5080	8000		6614	1386	83.3 82.6	63-	.7-
	COMPUTR SUP-LLEBG '01 5081							
	COMPUTR SUP-COPS MORE' 5082							
164-	OFFICE SUPPLIES	30963		23383	7580	83.3 75.5	2,903-	9.3-
OPERATING SUPPLIES								
1794	CLEANING/JANITORIAL SP 5100	17000		4887	12113	83.3 28.7	11,135-	65.5-
	HOUSEHOLD SUPPLIES 5110							
	FOOD 5115	2000		1915	85	83.3 95.7	298	14.9
	MEDICAL SUPPLIES 5120							
	CHEMICALS 5130							
	FEED FOR ANIMALS 5150	4498		2008	2490	83.3 44.6	2,088-	46.4-
36003	GAS AND OIL 5250	351236		177488	173748	83.3 50.5	138,250-	39.3-
	LUBRICANTS 5255							
16631-	DIESEL FUEL 5257	6000		991	5009	83.3 16.5	4,810-	80.1-
	OTHER FUEL 5260							

11994	UNIFORMS, BADGES, ETC.	5350	85332	6,439	49054	29839	83.3	57.4	26,467-	31.0-
308	WEARING APPAREL	5355	54628	1,354	27913	25361	83.3	51.0	21,132-	38.6-
	ASPHALT & ASPHALT PROD	5400								
	CONCRETE, CEMENT, ETC.	5405								
	HORT./LANDSCAPING SPLY	5440								
	HAND TOOLS	5450								
719	MINOR EQUIPMENT	5460	31763	1,910	23134	6719	83.3	72.8	4,002-	12.5-
	MINOR EQUIP-LLEBG '03	5461								
	MINOR EQUIP-BYRNE GRAN	5463								
	MINOR EQ-LLEBG/BYRNE'0	5464								
2742	OTHER OPERATING MATL/S	5590	14696	4,626	6848	3222	83.3	46.5	6,478-	44.0-
	OTHER OPER.MATL-METH.G	5591								
	OTHER OPER.MATLS-PRO S	5592								
	OTHER OPER.-ALCOHOL CN	5593								
	OTHER OPER-VICTIM ADVO	5594	336	15	307	14	83.3	91.3	32	9.5
	OTHER OPER-LAW ENF.LIA	5596								
36929	OPERATING SUPPLIES		567489	14,344	294544	258601	83.3	51.9	214,036-	37.7-
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600	2500		126	2374	83.3	5.0	2,348-	93.9-
83	ELECTRICAL SUPPLIES	5605	2700		1010	1690	83.3	37.4	1,488-	55.1-
	PLUMBING SUPPLIES	5610								
	PAINT AND PAINTING SPL	5650								
7739	MTR VEHICLE REP. PTS/S	5700	120015	1,850	66179	51986	83.3	55.1	40,600-	33.8-
	COMMUNICATION REPAIR P	5750	7000		528	6472	83.3	7.5	6,366-	90.9-
	AGRICLTR REPAIR PTS/S	5755								
	EXPENDABLE WELDING SPL	5770								
	MINOR COMPUTER EQUIP.	5800								
742	OTHER REPAIR/MAINT. SP	5990	15115	207	6103	8805	83.3	40.3	7,791-	51.5-
	REPR SPLY-8/29/05 STOR	5995								
8565	REPAIR & MAINTENANCE		147330	2,057	73945	71328	83.3	50.1	58,596-	39.7-
45329	SUPPLIES AND EXPENSES		745782	16,401	391872	337509	83.3	52.5	275,535-	36.9-
	PROFESSIONAL SERVICES									
	LEGAL	6025								
	MEDICAL	6027	26500		5515	20985	83.3	20.8	19,882-	75.0-
638	VETERINARIAN	6030	8000		1824	6176	83.3	22.8	5,811-	72.6-
	ENTERTAINMENT	6033								
	DATA PROCESSING	6035								
	MICROFILM PROCESSING	6037								
	METRO CRIME STOPPERS	6039								
	OTHER PROF.-ALCOHOL CN	6047								
	OTHER PROF.-VICTIM'S A	6048								
823	OTHER PROFESSIONAL SER	6049	30000	874	25899	3227	83.3	86.3	1,078	3.5
	POL.LATERAL TRNG FEE	6049 26								
1461	PROFESSIONAL SERVICE		64500	874	33238	30388	83.3	51.5	24,614-	38.1-
	COMMUNICATIONS									
2150	TELEPHONE AND TELEGRAP	6060	30000		25572	4428	83.3	85.2	686	2.2
	TELEPHONE-GRANT	6060 GRANT								

2679	TELEPHONE RENT	6065								
	NETWORK WIRELESS	6069	32000		22074	9926	83.3	68.9	5,511-	17.2-
	POSTAGE	6070	100		48	52	83.3	48.0	42-	42.0-
	OTHER COMMUNICATION EX	6099								
4830	COMMUNICATIONS		62100		47695	14405	83.3	76.8	4,866-	7.8-
1578	TRANSPORTATION									
	TRAVEL EXPENSE	6110	21500	833	19221	1446	83.3	89.4	1,565	7.2
	TRVL EXP-TRAFFIC GRANT	6111								
	TRVL EXP-VICTIM'S ADV	6112								
	TRVL EXP-TERRORISM PRE	6113								
	TRAVEL EXP-PROJ SAFE N	6114								
	TRVL/TRNG-COP'S METH G	6116								
	TRVL EXP-LAW ENF LIAIS	6118								
	TRVL EXP-ALCOHOL GRANT	6119	874		351	523	83.3	40.1	452-	51.7-
	FREIGHT	6120								
3	MESSENGER/EXPRESS SERV	6130	1000	107	630	264	83.3	63.0	244-	24.4-
1580	TRANSPORTATION		23374	940	20201	2233	83.3	86.4	867	3.7
1411	ADVERTISING									
	ADVERTISING	6150	16783		11208	5575	83.3	66.7	3,333-	19.8-
1411	ADVERTISING		16783		11208	5575	83.3	66.7	3,333-	19.8-
	PRINTING AND BINDING									
	PRINTING	6200	2000		288	1712	83.3	14.4	1,654-	82.7-
	BINDING	6205								
	FILM PROCESSING	6240								
	PRINTING AND BINDING		2000		288	1712	83.3	14.4	1,654-	82.7-
	INSURANCE									
	FIRE & EXTENDED COVERA	6250								
	PUBLIC LIAB/PROPERTY D	6255								
	BOILER MACHINERY	6260								
	AUTOMOBILE INSURANCE	6265	17800		156	17644	83.3	.8	17,612-	98.9-
	SURETY AND FORGERY BON	6270	650		175	475	83.3	26.9	440-	67.6-
	OTHER INSURANCE	6299								
	INSURANCE		18450		331	18119	83.3	1.7	18,052-	97.8-
	UTILITIES									
162	GAS	6300	5000		2667	2333	83.3	53.3	1,799-	35.9-
8607	ELECTRICITY	6305	94717		80928	13789	83.3	85.4	2,396	2.5
8769	UTILITIES		99717		83595	16122	83.3	83.8	597	.5
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
	8/29/05 STORM REPAIRS	6353								
	ELECTRICAL R&M	6355								
	PLUMBING EQUIPMENT R&M	6357								
	OFFICE EQUIPMENT R&M	6365	40000		34417	5583	83.3	86.0	1,300	3.2
	OFF.EQ.R&M-COPS MORE	6366								
	HOUSEHOLD EQUIPMENT R&	6370								
972	FIXED EQUIPMENT R&M	6380	20000	580	14438	4982	83.3	72.1	2,674-	13.3-

3786	MINOR EQUIPMENT R&M	6382								
	MOTOR VEHICLE EQ. R&M	6384	67700	203	35618	31879	83.3	52.6	24,958-	36.8-
	AGRICULTURAL EQ. R&M	6387								
	COMMUNICATION EQ. R&M	6390								
	CLEANING AND PAINTING	6392								
300	DISINFECT./EXTERMINATI	6394	1200		770	430	83.3	64.1	276-	23.0-
	SIGN PAINTING	6396								
220	TOW IN CHARGES	6398	5000		2177	2823	83.3	43.5	2,387-	47.7-
	OTHER REPAIRS AND MAIN	6399								
5278	REPR/MAINT-OUTSIDE L		133900	783	87420	45698	83.3	65.2	28,996-	21.6-
	RENTALS									
542	OFFICE EQUIPMENT RENT	6410	7200		5927	1273	83.3	82.3	87-	1.2-
	MOTORCYCLE RENT	6417	62820		37260	25560	83.3	59.3	18,108-	28.8-
	CYLINDER RENT	6425	1400		289	1111	83.3	20.6	1,053-	75.2-
	UNIFORM RENT	6430								
	MOP-MAT-RAG RENT	6435								
	OTHER RENT	6449								
542	RENTALS		71420		43475	27945	83.3	60.8	19,250-	26.9-
	OTHER SERVICES & CHARGE									
	EXHIBITIONS & PROMOTIO	6500	9629			9629	83.3		9,629-	100.0-
	SETTLEMT OF DAMAGE CLA	6700								
	COURT COSTS	6710								
	JAIL EXPENSE	6815								
	EVIDENCE BUY MONEY	6817								
	THEFT LOSS	6818								
	CASH OVERAGE/SHORTAGE	6819								
	BANK SERV/TRF FEE	6832								
	REFUNDS	6835								
	POLICE FINE REFUNDS	6835 PF								
466	REFUNDS									
	NSF CHECKS	6836	3000		1868	1133	83.3	62.2	758-	25.2-
	DUES AND MEMBERSHIPS	6840	4000		3175	825	83.3	79.3	190-	4.7-
995	REGISTRATION FEE/TUITI	6845	12670	670	10111	1889	83.3	79.8	536-	4.2-
	LAUNDRY	6850								
	SERVICES NOT SPECIFIED	6999								
1461	OTHER SERVICES & CHA		29299	670	15153	13476	83.3	51.7	11,115-	37.9-
25333	OTHER SERVICES & CHAR		521543	3,267	342603	175674	83.3	65.6	110,419-	21.1-
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	POLICE SERV CTR BLDG	7100 22	12455		12453	2	83.3	99.9	2,488	19.9
	BUILDINGS		12455		12453	2	83.3	99.9	2,488	19.9
	BUILDING IMPROVEMENTS	7150								
	POLICE COMPLEX	7150 07								
	DEPOT SUBSTATION	7150 37								
	MOBILE ST SUBSTATION	7150 39								

	PALMERS CROSSING SUBS 7150 40								
	BUILDING IMPROVEMEN								
	BUILDING/BLD IMPROVE	12455		12453	2	83.3	99.9	2,488	19.9
	IMPROVEMENT OTHER THAN								
	PARKING LOT/DRIVEWAY 7227								
	LANDSCAPING 7250								
	OTHER IMPROVEMENTS 7295								
	IMPROVEMENT OTHER TH								
	MACHINERY AND EQUIPMENT								
	8/29/05 STORM EQUIP 7302								
	EQUIP-METH GRANT 7303								
	EQUIP-DOMESTIC PREP 7312								
	EQUIP-HOMELAND SECURIT 7313								
	EQUIP-TERRORISM PREVEN 7314								
	EQUIP-TERRORISM '05 7316								
	EQ-DOMESTIC PREP'05 7318								
	EQUIP-PROJ SAFE NEIGHB 7319								
	HOUSEHOLD FURN/EQUIP. 7320								
	EQUIP-BYRNE '13 7323								
	EQUIP-BYRNE '14 7324	16598		9629	6969	83.3	58.0	5,043-	30.3-
	OFFICE FURN/EQUIP. 7325								
	COPS TECH GRANT EQUIP 7326								
	DATA PROCESSING EQUIP. 7327	95000	19,985	14293	60721	83.3	15.0	77,848-	81.9-
	FEMA-EMER.WARNING SIRE 7330								
	EQUIP-JUSTICE ASSIST G 7331								
	COMMUNICATION EQUIPMEN 7355								
	TRAFFIC CONTROL EQUIP. 7360								
	EQUIP-BYRNE '09 7375								
	OTHER EQUIP-STOP VIOL 7397								
	OTHER EQUIP-ALCOHOL GR 7398								
	OTHER EQUIPMENT 7399	233545	229,425	4020	100	83.3	1.7	228,721-	97.9-
	MACHINERY AND EQUIPM	345143	249,410	27943	67790	83.3	8.0	311,611-	90.2-
99087	VEHICLES								
	AUTOMOBILES 7400	443400	11,663	442716	10979-	83.3	99.8	87,859	19.8
	AUTOMOBILES-METH GRANT 7401								
	AUTOMOBILES-BYRNE GRAN 7402								
	MOTORCYCLES 7405								
	PICK UP TRUCKS 7420								
99087	VEHICLES	443400	11,663	442716	10979-	83.3	99.8	87,859	19.8
	OTHER								
	ZOOLOGICAL ANIMALS 7505								
	OTHER								
99087	CAPITAL OUTLAY	800998	261,073	483113	56812	83.3	60.3	221,262-	27.6-
929263	EXPENDITURES	12644158	280,741	8727587	3635830	83.3	69.0	2,171,053-	17.1-

001131 - GENERAL FUND-JOINT P&F TRNG.

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN	PERCENT ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES									
1775	REGULAR WAGES 4000	23080		19529	3551	83.3	84.6	354	1.5
	DISASTER RECOVERY WAGE 4010								
	OVERTIME 4300	1000		703	297	83.3	70.3	156-	15.6-
	DISASTER RECOVERY OVER 4310								
1775	SALARIES	24080		20233	3847	83.3	84.0	199	.8
EMPLOYEE BENEFITS									
280	STATE RETIREMENT 4600	3800		3187	613	83.3	83.8	24	.6
133	F.I.C.A. TAXES 4700	1845		1523	322	83.3	82.5	17-	.9-
450	HOSPITALIZATION INS. 4800	6000		4938	1062	83.3	82.3	74-	1.2-
	UNEMPLOYMENT BENEFITS 4900								
	WORKMAN'S COMPENSATION 4910	85			85	83.3		85-	100.0-
863	EMPLOYEE BENEFITS	11730		9647	2083	83.3	82.2	153-	1.3-
2638	PERSONAL SERVICES	35810		29880	5930	83.3	83.4	46	.1
OFFICE SUPPLIES									
	PAPER 5003	750		651	99	83.3	86.8	31	4.1
	PRINTED FORMS 5005	50		5	45	83.3	10.0	44-	88.0-
259	OTHER EXPENDABLE OFF.S 5010	4186	256	3374	556	83.3	80.6	137-	3.2-
	SPLY-RRT COORDINATOR 5013								
	MINOR OFFICE EQUIP/FUR 5020	2000		448	1552	83.3	22.4	1,462-	73.1-
	CASSETTES, TAPES 5035								
	PHOTO SUPPLIES 5040	775	250	400	125	83.3	51.6	295-	38.0-
	SUBSCRIPTIONS, MAGS, MAP 5050	500		228	272	83.3	45.6	226-	45.2-
	BOOKS-POLICE 5070	2775		1769	1006	83.3	63.7	652-	23.4-
	BOOKS-FIRE 5071	4000		2154	1846	83.3	53.8	1,415-	35.3-
1917	COMPUTER SUPPLIES 5080	3200		3132	68	83.3	97.8	558	17.4
2175	OFFICE SUPPLIES	18236	506	12162	5569	83.3	66.6	3,641-	19.9-
OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP 5100	3000		2740	260	83.3	91.3	288	9.6
	HOUSEHOLD SUPPLIES 5110	1000		214	786	83.3	21.4	743-	74.3-
	FOOD 5115	2000		1894	106	83.3	94.7	272	13.6
	MEDICAL SUPPLIES 5120	2000	351	247	1402	83.3	12.3	1,703-	85.1-
	GAS AND OIL 5250	2000			2000	83.3		2,000-	100.0-
	WEARING APPAREL-POLICE 5355	2500		740	1760	83.3	29.6	1,612-	64.4-
278	WEARING APPAREL-FIRE 5356	2668		1682	986	83.3	63.0	649-	24.3-
	ASPHALT & ASPHALT PROD 5400								
	CONCRETE, CEMENT, ETC. 5405	5000		552	4448	83.3	11.0	4,337-	86.7-
	BRICK, STONE, MORTAR, ETC 5410								
	SAND, CLAY, GRVL, FILL DI 5415	2500			2500	83.3		2,500-	100.0-

	HORT./LANDSCAPING	SPLY	5440	500	294	206	83.3	58.8	147-	29.4-	
	HAND TOOLS		5450	1500	121	1379	83.3	8.0	1,354-	90.2-	
2271	MINOR EQUIPMENT-POLICE		5460	13350	315	12487	83.3	93.5	1,634	12.2	
799	MINOR EQUIPMENT-FIRE		5462	11392	411	9969	83.3	87.5	570	5.0	
2070	MINOR EQUIP-REGIONAL R		5463	8000	3,406	3943	83.3	49.2	3,268-	40.8-	
479	SWIFT WATER RESCUE SUP		5465	10066		9840	83.3	97.7	1,742	17.3	
	HAZ.MAT SUPPLIES		5466	8689		4102	83.3	47.2	3,766-	43.3-	
	P&F CLASSES-(FEE) SUPP		5469								
	OTHER OPER.MATL-POLICE		5590	13715	13,407	2162	83.3	15.7	11,120-	81.0-	
180	OTHER OPER.MATL-FIRE		5591	12311	708	8156	83.3	66.2	2,523-	20.4-	
				-----	-----	-----	-----	-----	-----	-----	
6077	OPERATING SUPPLIES			102191	18,598	59144	24449	83.3	57.8	31,218-	30.5-
	REPAIR & MAINTENANCE SP										
205	BUILDING MATERIALS & S	5600		7370		4225	3145	83.3	57.3	2,300-	31.2-
487	ELECTRICAL SUPPLIES	5605		1450		1422	28	83.3	98.0	256	17.6
	PLUMBING SUPPLIES	5610		1200		467	733	83.3	38.9	639-	53.2-
2-	PAINT AND PAINTING SPL	5650		1500		37	1463	83.3	2.4	1,455-	97.0-
195	MTR VEHICLE REP. PTS/S	5700		1200		959	241	83.3	79.9	49-	4.0-
39	OTHER REPAIR/MAINT. SP	5990		5000		575	4425	83.3	11.5	4,310-	86.2-
				-----	-----	-----	-----	-----	-----	-----	-----
924	REPAIR & MAINTENANCE			17720		7686	10034	83.3	43.3	8,496-	47.9-
				-----	-----	-----	-----	-----	-----	-----	-----
9176	SUPPLIES AND EXPENSES			138147	19,104	78992	40051	83.3	57.1	43,356-	31.3-
	PROFESSIONAL SERVICES										
	MEDICAL	6027		100		25	75	83.3	25.0	70-	70.0-
	P&F CLASSES-(FEE) SERV	6045									
	OTHER PROFESSIONAL SER	6049		1700		1566	134	83.3	92.1	179	10.5
	RRT PLANNING-HOMELAND	6049	21								
	RRT TRAINING-HOMELAND	6049	22								
	H'BURG HIGH-HOMELAND	6049	23								
	MGMT/ADMIN-HOMELAND S	6049	24								
	OTHER-CITY HOMELAND S	6049	25								
	ASSIST TO FIREFIGHTER	6049	27	28228		10266	17962	83.3	36.3	15,908-	56.3-
	OTHER	6049	99								
				-----	-----	-----	-----	-----	-----	-----	-----
	OTHER PROFESSIONAL			29928		11832	18096	83.3	39.5	15,729-	52.5-
				-----	-----	-----	-----	-----	-----	-----	-----
	PROFESSIONAL SERVICE			30028		11857	18171	83.3	39.4	15,799-	52.6-
	COMMUNICATIONS										
	TELEPHONE AND TELEGRAP	6060		750		540	210	83.3	72.0	102-	13.6-
	TELEPHONE-RRT COORDINA	6060	GRANT								
	POSTAGE	6070									
				-----	-----	-----	-----	-----	-----	-----	-----
	COMMUNICATIONS			750		540	210	83.3	72.0	102-	13.6-
	TRANSPORTATION										
	TRVL EXP-POLICE	6110		6000	1,802	3960	238	83.3	66.0	1,248-	20.8-
188	TRVL EXP-FIRE	6111		9100		6135	2965	83.3	67.4	1,738-	19.0-
	TRVL EXP-RRT COORDINAT	6112									
	TRVL EXP-RESPONSE TEAM	6116									
	FREIGHT	6120		300		284	16	83.3	94.6	40	13.3

-----	BUILDING/BLD IMPROVE	-----	-----	-----	-----	-----	-----	-----
	IMPROVEMENT OTHER THAN							
-----	PARKING LOT/DRIVEWAY 7227	-----	-----	-----	-----	-----	-----	-----
	IMPROVEMENT OTHER TH							
	MACHINERY AND EQUIPMENT							
	EQUIP-RESPONSE TEAM'07 7311							
	EQUIP-RESPONSE TEAM'04 7314							
	EQUIP-CITY HOMELAND SE 7316							
	OFFICE FURN/EQUIP. 7325							
	COMMUNICATION EQUIPMEN 7355							
	TRAFFIC CONTROL EQUIP. 7360							
	OTHER EQUIP-HAZ.MAT 7398							
	OTHER EQUIPMENT 7399							
-----	MACHINERY AND EQUIPM	-----	-----	-----	-----	-----	-----	-----
	VEHICLES							
	AUTOMOBILES 7400							
	BUSES 7410							
-----	VEHICLES	-----	-----	-----	-----	-----	-----	-----
-----	CAPITAL OUTLAY	-----	-----	-----	-----	-----	-----	-----
-----	EXPENDITURES	-----	-----	-----	-----	-----	-----	-----
16384		288625	20,906	176360	91359	83.3	61.1	76,993- 26.6-

001160 - GENERAL FUND-FIRE DIVISION

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
300716	REGULAR WAGES 4000	4706508		3427031	1279477	83.3 72.8	594,070-	12.6-
	DISASTER RECOVERY WAGE 4010							
56713	OVERTIME 4300	450000		881077	431077-	83.3 195.7	607,292	134.9
	DISASTER RECOVERY OVER 4310			1120	1120-		1,344	
357429	SALARIES	5156508		4309228	847280	83.3 83.5	14,565	.2
EMPLOYEE BENEFITS								
55669	STATE RETIREMENT 4600	812150		662611	149539	83.3 81.5	17,016-	2.0-
25657	F.I.C.A. TAXES 4700	394480		307939	86541	83.3 78.0	24,953-	6.3-
97250	HOSPITALIZATION INS. 4800	738000		578700	159300	83.3 78.4	43,560-	5.9-
	UNEMPLOYMENT BENEFITS 4900	3000			3000	83.3	3,000-	100.0-
	WORKMAN'S COMPENSATION 4910	217620			217620	83.3	217,620-	100.0-
178576	EMPLOYEE BENEFITS	2165250		1549249	616001	83.3 71.5	306,151-	14.1-
536005	PERSONAL SERVICES	7321758		5858477	1463281	83.3 80.0	291,585-	3.9-
OFFICE SUPPLIES								
37	PAPER 5003	500		486	14	83.3 97.2	83	16.6
	PRINTED FORMS 5005							
425	OTHER EXPENDABLE OFF.S 5010	2594		2506	88	83.3 96.6	413	15.9
748	MINOR OFFICE EQUIP/FUR 5020	2264		1998	266	83.3 88.2	133	5.8
	CASSETTES, TAPES 5035							
	PHOTO SUPPLIES 5040							
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070	1400		1186	214	83.3 84.7	23	1.6
	COMPUTER SUPPLIES 5080	1000		972	28	83.3 97.2	166	16.6
1209	OFFICE SUPPLIES	7758		7147	611	83.3 92.1	818	10.5
OPERATING SUPPLIES								
922	CLEANING/JANITORIAL SP 5100	11600		11468	132	83.3 98.8	2,161	18.6
120	HOUSEHOLD SUPPLIES 5110	1000		288	712	83.3 28.8	654-	65.4-
	FOOD 5115	400	99	187	114	83.3 46.7	175-	43.7-
	MEDICAL SUPPLIES 5120	5400		4900	500	83.3 90.7	480	8.8
	LABORATORY SUPPLIES 5125							
	CHEMICALS 5130							
659	GAS AND OIL 5250	24000		9073	14927	83.3 37.8	13,112-	54.6-
34	LUBRICANTS 5255	3800		851	2949	83.3 22.3	2,778-	73.1-
3796	DIESEL FUEL 5257	68000		35048	32952	83.3 51.5	25,942-	38.1-
	OTHER FUEL 5260							
36	UNIFORMS, BADGES, ETC. 5350	53327	183	48478	4666	83.3 90.9	4,846	9.0
	WEARING APPAREL 5355	14000	40	13066	895	83.3 93.3	1,679	11.9
	ASPHALT & ASPHALT PROD 5400							

434	CONCRETE, CEMENT, ETC.	5405	450	434	16	83.3	96.4	70	15.5	
	HORT./LANDSCAPING SPLY	5440	400		400	83.3		400-	100.0-	
186	HAND TOOLS	5450	2000	1448	552	83.3	72.4	262-	13.1-	
432	MINOR EQUIPMENT	5460	5800	5793	7	83.3	99.8	1,151	19.8	
573	MINOR FIRE FIGHTING EQ	5462	10400	10223	177	83.3	98.2	1,867	17.9	
	SWIFT WATER RESCUE SUP	5465	800		800	83.3		800-	100.0-	
	FIRE HOSE	5470	17700	14995	2705	83.3	84.7	294	1.6	
	RECREATIONAL SUPPLIES	5510								
1245	SFTY/FIRE P/MATL CONTR	5535	4000	3381	619	83.3	84.5	57	1.4	
	OTHER OPERATING MATL/S	5590	800	84	461	255	83.3	57.6	246-	30.7-
8437	OPERATING SUPPLIES		223877	406	160095	63377	83.3	71.5	31,763-	14.1-
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600	7000	6344	656	83.3	90.6	612	8.7	
247	ELECTRICAL SUPPLIES	5605	2250	622	1628	83.3	27.6	1,503-	66.8-	
28	PLUMBING SUPPLIES	5610	2150	959	1191	83.3	44.6	999-	46.4-	
30	PAINT AND PAINTING SPL	5650	2600	2498	102	83.3	96.0	397	15.2	
5680	MTR VEHICLE REP. PTS/S	5700	45724	1,408	40991	3325	83.3	89.6	3,465	7.5
35	COMMUNICATION REPAIR P	5750	1000	638	362	83.3	63.8	234-	23.4-	
	AGRICLTRL REPAIR PTS/S	5755								
36	SCBA REPAIR PTS/SPL	5756	16300	16265	35	83.3	99.7	3,218	19.7	
	MINOR COMPUTER EQUIP.	5800								
73	OTHER REPAIR/MAINT. SP	5990	500	67	369	64	83.3	73.8	57-	11.4-
	REPR SPLY-8/29/05 STOR	5995								
6129	REPAIR & MAINTENANCE		77524	1,475	68687	7361	83.3	88.6	4,900	6.3
15776	SUPPLIES AND EXPENSES		309159	1,881	235930	71349	83.3	76.3	26,043-	8.4-
	PROFESSIONAL SERVICES									
	APPRAISAL	6017								
	MEDICAL	6027	23250	18445	4805	83.3	79.3	1,116-	4.8-	
	ENTERTAINMENT	6033								
	OTHER PROFESSIONAL SER	6049	12400	10619	1781	83.3	85.6	342	2.7	
	PROFESSIONAL SERVICE		35650	29064	6586	83.3	81.5	773-	2.1-	
1441	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060	10500	14123	3623-	83.3	134.5	6,447	61.4	
	NETWORK	6068								
	NETWORK WIRELESS-GRANT	6069								
	POSTAGE	6070								
1441	COMMUNICATIONS		10500	14123	3623-	83.3	134.5	6,447	61.4	
1203	TRANSPORTATION									
	TRAVEL EXPENSE	6110	5233	1,064	2942	1226	83.3	56.2	1,702-	32.5-
75	FREIGHT	6120	750	465	116	169	83.3	15.4	610-	81.3-
	MESSENGER/EXPRESS SERV	6130								
1278	TRANSPORTATION		5983	1,529	3058	1395	83.3	51.1	2,313-	38.6-
	ADVERTISING									
	ADVERTISING	6150	6450	4196	2254	83.3	65.0	1,414-	21.9-	

	ADVERTISING		6450		4196	2254	83.3	65.0	1,414-	21.9-
	PRINTING AND BINDING									
	PRINTING	6200	2320		1496	824	83.3	64.4	524-	22.5-
	FILM PROCESSING	6240								
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	PRINTING AND BINDING		2320		1496	824	83.3	64.4	524-	22.5-
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	BOILER MACHINERY	6260								
	AUTOMOBILE INSURANCE	6265								
	SURETY AND FORGERY BON	6270	125			125	83.3		125-	100.0-
	OTHER INSURANCE	6299								
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	INSURANCE		125			125	83.3		125-	100.0-
	UTILITIES									
440	GAS	6300	26975		10329	16646	83.3	38.2	14,580-	54.0-
6421	ELECTRICITY	6305	74000		48992	25008	83.3	66.2	15,209-	20.5-
32	WATER	6315	325		298	27	83.3	91.6	32	9.8
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6893	UTILITIES		101300		59618	41682	83.3	58.8	29,758-	29.3-
	REPR/MAINT-OUTSIDE LABO									
4447	BUILDING R&M	6350	35300		33190	2110	83.3	94.0	4,528	12.8
	8/29/05 STORM REPAIRS	6353								
	ELECTRICAL R&M	6355	200			200	83.3		200-	100.0-
75	PLUMBING EQUIPMENT R&M	6357	1600		491	1109	83.3	30.6	1,010-	63.1-
	STREETS & STRUCTURES R	6360								
194	OFFICE EQUIPMENT R&M	6365	1870		1426	444	83.3	76.2	158-	8.4-
	HOUSEHOLD EQUIPMENT R&	6370	4000		2483	1517	83.3	62.0	1,020-	25.5-
	FIXED EQUIPMENT R&M	6380	4025		2768	1257	83.3	68.7	703-	17.4-
	MINOR EQUIPMENT R&M	6382	1000		622	378	83.3	62.2	253-	25.3-
6086	MOTOR VEHICLE EQ. R&M	6384	53245	721	48201	4323	83.3	90.5	4,596	8.6
	AGRICULTURAL EQ. R&M	6387	500		389	111	83.3	77.8	33-	6.6-
	SCBA EQUIP. R&M	6389	13350		13085	265	83.3	98.0	2,352	17.6
	COMMUNICATION EQ. R&M	6390	4000		2169	1831	83.3	54.2	1,397-	34.9-
386	DISINFECT./EXTERMINATI	6394	2000		1768	232	83.3	88.4	121	6.0
	SIGN PAINTING	6396								
	TOW IN CHARGES	6398	1600		1200	400	83.3	75.0	160-	10.0-
	OTHER REPAIRS AND MAIN	6399	3850		3112	738	83.3	80.8	115-	2.9-
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11188	REPR/MAINT-OUTSIDE L		126540	721	110904	14915	83.3	87.6	6,544	5.1
	RENTALS									
	OFFICE EQUIPMENT RENT	6410								
	MACHINERY RENT	6420	100			100-	83.3		100-	100.0-
109	CYLINDER RENT	6425	3000		2933	67	83.3	97.7	519	17.3
	UNIFORM RENT	6430								
	MOP-MAT-RAG RENT	6435								
	OTHER RENT	6449	1600		1240	360	83.3	77.5	112-	7.0-
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109	RENTALS		4500		4173	327	83.3	92.7	507	11.2
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840	1300		814	486	83.3	62.6	323-	24.8-
	REGISTRATION FEE/TUITI	6845	1300		1270	30	83.3	97.6	224	17.2

	LAUNDRY	6850	100		100-	83.3		100-	100.0-	
	SERVICES NOT SPECIFIED	6999	750	450	300	83.3	60.0	210-	28.0-	
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	OTHER SERVICES & CHA		3250	2534	716	83.3	77.9	209-	6.4-	
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20908	OTHER SERVICES & CHAR		296618	2,250	229166	65201	83.3	77.2	21,618-	7.2-
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	FIRE STATION-PW8294	7100 20								
	FIRE STATION-CDBG	7100 21								
	STORAGE BUILDING	7100 23								
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	BUILDINGS									
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	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									
	PARKING LOT/DRIVEWAY	7227								
	LANDSCAPING	7250								
	OTHER IMPROVEMENTS	7295								
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	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	8/29/05 STORM EQUIP	7302								
	LABORATORY	7310								
	FIRE FIGHTING	7315								
	EQUIP-SCBA-'11 AF GRAN	7317								
	HOUSEHOLD FURN/EQUIP.	7320								
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	EQ-WIRELESS NETWORK GR	7331								
	AGRICULTURAL EQUIPMENT	7335								
	COMMUNICATION EQUIPMEN	7355								
	TRAFFIC CONTROL EQUIP.	7360								
	HYDRANTS & METERS	7365								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
	HEAVY TRUCKS	7430								
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	VEHICLES									
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	CAPITAL OUTLAY									
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572689	EXPENDITURES		7927535	4,131	6323573	1599831	83.3	79.7	339,247-	4.2-

001180 - GENERAL FUND-LAND DEVEL.ADM.

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
29182	REGULAR WAGES 4000	409046		308896	100150	83.3 75.5	38,370-	9.3-
	DISASTER RECOVERY WAGE 4010							
	OVERTIME 4300			967	967-		1,160	
	DISASTER RECOVERY OVER 4310			205	205-		246	
29182	SALARIES	409046		310068	98978	83.3 75.8	36,964-	9.0-
EMPLOYEE BENEFITS								
4596	STATE RETIREMENT 4600	64430		48835	15595	83.3 75.7	5,828-	9.0-
2191	F.I.C.A. TAXES 4700	31300		23294	8006	83.3 74.4	3,347-	10.6-
4955	HOSPITALIZATION INS. 4800	84000		59080	24920	83.3 70.3	13,104-	15.6-
	UNEMPLOYMENT BENEFITS 4900	6110		6110		83.3 100.0	1,222	20.0
	WORKMAN'S COMPENSATION 4910	14660			14660	83.3	14,660-	100.0-
11742	EMPLOYEE BENEFITS	200500		137320	63180	83.3 68.4	35,716-	17.8-
40924	PERSONAL SERVICES	609546		447387	162159	83.3 73.3	72,681-	11.9-
OFFICE SUPPLIES								
400	PAPER 5003	2277		1609	668	83.3 70.6	346-	15.1-
	PRINTED FORMS 5005	500		494	6	83.3 98.8	92	18.4
30	OTHER EXPENDABLE OFF.S 5010	3991		3683	308	83.3 92.2	428	10.7
	MINOR OFFICE EQUIP/FUR 5020	2068		2058	10	83.3 99.5	401	19.3
	PHOTO SUPPLIES 5040	500			500	83.3	500-	100.0-
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070	1000			1000	83.3	1,000-	100.0-
	COMPUTER SUPPLIES 5080							
430	OFFICE SUPPLIES	10336		7844	2492	83.3 75.8	923-	8.9-
OPERATING SUPPLIES								
	FOOD 5115							
925	GAS AND OIL 5250	12340	40	6597	5703	83.3 53.4	4,423-	35.8-
	LUBRICANTS 5255							
	WEARING APPAREL 5355	1127	327	411	389	83.3 36.4	633-	56.1-
5	MINOR EQUIPMENT 5460	100		5	95	83.3 5.0	94-	94.0-
	OTHER OPERATING MATL/S 5590							
930	OPERATING SUPPLIES	13567	367	7012	6187	83.3 51.6	5,152-	37.9-
REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S 5600							
	PAINT AND PAINTING SPL 5650							
	MTR VEHICLE REP. PTS/S 5700	3500		1542	1958	83.3 44.0	1,649-	47.1-
	COMMUNICATION REPAIR P 5750	500		99	401	83.3 19.8	381-	76.2-

	REPAIR & MAINTENANCE	4000		1641	2359	83.3	41.0	2,030-	50.7-
1360	SUPPLIES AND EXPENSES	27903	367	16497	11039	83.3	59.1	8,106-	29.0-
	PROFESSIONAL SERVICES								
	DEMOLITION 6013								
6800	ASBESTOS REMOVAL 6014	41000	825	21441	18734	83.3	52.2	15,270-	37.2-
500	TITLE OPINIONS 6016	27250	250	22223	4777	83.3	81.5	582-	2.1-
	LOT CLEARING 6018	4500	400	2600	1500	83.3	57.7	1,380-	30.6-
	MEDICAL 6027								
865	OTHER PROFESSIONAL SER 6049	8700		5000	3700	83.3	57.4	2,700-	31.0-
8165	PROFESSIONAL SERVICE	81450	1,475	51264	28711	83.3	62.9	19,933-	24.4-
	COMMUNICATIONS								
586	TELEPHONE AND TELEGRAP 6060	7600		11089	3489-	83.3	145.9	5,706	75.0
	POSTAGE 6070								
586	COMMUNICATIONS	7600		11089	3489-	83.3	145.9	5,706	75.0
	TRANSPORTATION								
	TRAVEL EXPENSE 6110	4635		2193	2442	83.3	47.3	2,003-	43.2-
	FREIGHT 6120								
	MESSENGER/EXPRESS SERV 6130	300		63	237	83.3	21.0	224-	74.6-
	TRANSPORTATION	4935		2256	2679	83.3	45.7	2,227-	45.1-
	ADVERTISING								
	ADVERTISING 6150								
	ADVERTISING								
	PRINTING AND BINDING								
	PRINTING 6200								
	FILM PROCESSING 6240								
	PRINTING AND BINDING								
	INSURANCE								
	AUTOMOBILE INSURANCE 6265								
	SURETY AND FORGERY BON 6270								
	INSURANCE								
	REPR/MAINT-OUTSIDE LABO								
	OFFICE EQUIPMENT R&M 6365	1100			1100	83.3		1,100-	100.0-
	MOTOR VEHICLE EQ. R&M 6384	6000			6000	83.3		6,000-	100.0-
	COMMUNICATION EQ. R&M 6390	1000			1000	83.3		1,000-	100.0-
	CLEANING AND PAINTING 6392								
	SIGN PAINTING 6396								
	TOW IN CHARGES 6398	500		130	370	83.3	26.0	344-	68.8-
	REPR/MAINT-OUTSIDE L	8600		130	8470	83.3	1.5	8,444-	98.1-
	RENTALS								
57	OTHER RENT 6449	5630		4428	1202	83.3	78.6	316-	5.6-
57	RENTALS	5630		4428	1202	83.3	78.6	316-	5.6-
	OTHER SERVICES & CHARGE								

895	DUES AND MEMBERSHIPS	6840	2400	1760	640	83.3	73.3	288-	12.0-	
	REGISTRATION FEE/TUITI	6845	6030	1934	4096	83.3	32.0	3,709-	61.5-	
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895	OTHER SERVICES & CHA		8430	3694	4736	83.3	43.8	3,997-	47.4-	
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9703	OTHER SERVICES & CHAR		116645	1,475	72861	42309	83.3	62.4	29,211-	25.0-
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325	2503	2503		83.3	100.0	500	19.9	
	DATA PROCESSING EQUIP.	7327								
	COMMUNICATION EQUIPMEN	7355								
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	MACHINERY AND EQUIPM		2503	2503		83.3	100.0	500	19.9	
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
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	VEHICLES									
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	CAPITAL OUTLAY		2503	2503		83.3	100.0	500	19.9	
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51986	EXPENDITURES		756597	1,842	539248	215507	83.3	71.2	109,499-	14.4-

001190 - GENERAL FUND-P/S CONTRAC.SER

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	SALARIES							
10069	REGULAR WAGES 4000			124120	124120-		148,944	
-----	OVERTIME 4300	-----	-----	-----	-----	-----	-----	-----
10069	SALARIES			124120	124120-		148,944	
	EMPLOYEE BENEFITS							
1586	STATE RETIREMENT 4600			19554	19554-		23,464	
745	F.I.C.A. TAXES 4700			9189	9189-		11,026	
725	HOSPITALIZATION INS. 4800			10154	10154-		12,184	
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3056	EMPLOYEE BENEFITS			38897	38897-		46,676	
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13124	PERSONAL SERVICES			163017	163017-		195,620	
	PROFESSIONAL SERVICES							
10014	MEDICAL 6027	200000		111272	88728	83.3 55.6	66,473-	33.2-
	OTHER PROF.-JAIL DIV G 6048							
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10014	PROFESSIONAL SERVICE	200000		111272	88728	83.3 55.6	66,473-	33.2-
	OTHER SERVICES & CHARGE							
207774	JAIL EXPENSE 6815	1200000		737260	462740	83.3 61.4	315,288-	26.2-
	DISTRICT ATT'Y SUBSIDY 6816							
	JAIL IMPR-CITY SHARE 6826							
	AMBULANCE SERV.CONTRIB 6860							
	EMERGENCY MGMT.CONTRIB 6865	101000		75750	25250	83.3 75.0	10,100-	10.0-
	USM CITIZEN CORPS COUN 6866							
	USM TITLE V CONTRACT 6867							
	JUVENILE ACCT.INCENTI 6868							
	METH GRANT CONTRACT 6869							
	SERVICES NOT SPECIFIED 6999							
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207774	OTHER SERVICES & CHA	1301000		813010	487990	83.3 62.4	325,388-	25.0-
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217787	OTHER SERVICES & CHAR	1501000		924283	576717	83.3 61.5	391,860-	26.1-
	VEHICLES							
	AUTOMOBILES 7400							
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	VEHICLES							
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	CAPITAL OUTLAY							
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230911	EXPENDITURES	1501000		1087300	413700	83.3 72.4	196,240-	13.0-

001191 - GENERAL FUND-TRAFFIC MAINT.

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
<u>SALARIES</u>								
16371	REGULAR WAGES 4000	282446		201500	80946	83.3 71.3	40,646-	14.3-
	DISASTER RECOVERY WAGE 4010							
980	OVERTIME 4300	12000		9178	2822	83.3 76.4	986-	8.2-
	DISASTER RECOVERY OVER 4310			292	292-		350	
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17351	SALARIES	294446		210970	83476	83.3 71.6	41,282-	14.0-
<u>EMPLOYEE BENEFITS</u>								
2733	STATE RETIREMENT 4600	46380		33228	13152	83.3 71.6	6,506-	14.0-
1302	F.I.C.A. TAXES 4700	22530		15954	6577	83.3 70.8	3,385-	15.0-
3600	HOSPITALIZATION INS. 4800	60000		40566	19434	83.3 67.6	11,320-	18.8-
	UNEMPLOYMENT BENEFITS 4900	1000			1000	83.3	1,000-	100.0-
	WORKMAN'S COMPENSATION 4910	13650			13650	83.3	13,650-	100.0-
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7635	EMPLOYEE BENEFITS	143560		89747	53813	83.3 62.5	35,863-	24.9-
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24986	PERSONAL SERVICES	438006		300717	137289	83.3 68.6	77,145-	17.6-
<u>OFFICE SUPPLIES</u>								
	PAPER 5003	400			400	83.3	400-	100.0-
	PRINTED FORMS 5005							
	OTHER EXPENDABLE OFF.S 5010	1200		943	257	83.3 78.5	68-	5.6-
	MINOR OFFICE EQUIP/FUR 5020	1000		18	982	83.3 1.8	978-	97.8-
	PHOTO SUPPLIES 5040							
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070	500			500	83.3	500-	100.0-
	COMPUTER SUPPLIES 5080	600		42	558	83.3 7.0	549-	91.5-
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	OFFICE SUPPLIES	3700		1003	2697	83.3 27.1	2,496-	67.4-
<u>OPERATING SUPPLIES</u>								
	CLEANING/JANITORIAL SP 5100	200		25	175	83.3 12.5	170-	85.0-
162	HOUSEHOLD SUPPLIES 5110	1500		880	620	83.3 58.6	444-	29.6-
	FOOD 5115							
	MEDICAL SUPPLIES 5120	50			50	83.3	50-	100.0-
	CHEMICALS 5130	600			600	83.3	600-	100.0-
961	GAS AND OIL 5250	20000		7421	12579	83.3 37.1	11,094-	55.4-
	LUBRICANTS 5255	100			100	83.3	100-	100.0-
26	DIESEL FUEL 5257	2000		628	1372	83.3 31.4	1,246-	62.3-
184	WEARING APPAREL 5355	2100	1,097	942	61	83.3 44.8	969-	46.1-
	ASPHALT & ASPHALT PROD 5400							
	CONCRETE, CEMENT, ETC. 5405							
	SAND,CLAY,GRVL,FILL DI 5415							
	HORT./LANDSCAPING SPLY 5440							
	HAND TOOLS 5450	2520		302	2218	83.3 11.9	2,157-	85.5-

	BUILDING R&M	6350							
	STREETS & STRUCTURES R	6360							
	OFFICE EQUIPMENT R&M	6365	500			500	83.3	500-	100.0-
	TRAFFIC CONTROL EQ. R&	6375	11000			11000	83.3	11,000-	100.0-
	FIXED EQUIPMENT R&M	6380							
	MINOR EQUIPMENT R&M	6382	150			150	83.3	150-	100.0-
	MOTOR VEHICLE EQ. R&M	6384	4150	3404		746	83.3 82.0	65-	1.5-
	COMMUNICATION EQ. R&M	6390	1000			1000	83.3	1,000-	100.0-
45	DISINFECT./EXTERMINATI	6394	700	451		249	83.3 64.4	158-	22.5-
	SIGN PAINTING	6396							
	TOW IN CHARGES	6398	200			200	83.3	200-	100.0-
	OTHER REPAIRS AND MAIN	6399	1200	606		594	83.3 50.5	472-	39.3-
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45	REPR/MAINT-OUTSIDE L		18900	4460		14440	83.3 23.5	13,548-	71.6-
	RENTALS								
	MACHINERY RENT	6420							
	CYLINDER RENT	6425							
259	UNIFORM RENT	6430	1300	760		540	83.3 58.4	388-	29.8-
	MOP-MAT-RAG RENT	6435							
26	OTHER RENT	6449	1000	282		718	83.3 28.2	661-	66.1-
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285	RENTALS		2300	1041		1259	83.3 45.2	1,050-	45.6-
	OTHER SERVICES & CHARGE								
	DUES AND MEMBERSHIPS	6840	1000	300		700	83.3 30.0	640-	64.0-
	REGISTRATION FEE/TUITI	6845	1400	250		1150	83.3 17.8	1,100-	78.5-
	LAUNDRY	6850							
254	SERVICES NOT SPECIFIED	6999	6450	2,850	3031	569	83.3 46.9	2,812-	43.5-
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254	OTHER SERVICES & CHA		8850	2,850	3581	2419	83.3 40.4	4,552-	51.4-
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2609	OTHER SERVICES & CHAR		50400	2,850	23028	24522	83.3 45.6	22,766-	45.1-
	BUILDING/BLD IMPROVEMEN								
	BUILDING IMPROVEMENTS	7150							
	RENOVATE WALNUT ST.BL	7150 22							
	TRAFFIC SHOP IMPROVEM	7150 32							
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	BUILDING IMPROVEMEN								
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	BUILDING/BLD IMPROVE								
	MACHINERY AND EQUIPMENT								
	HOUSEHOLD FURN/EQUIP.	7320							
	OFFICE FURN/EQUIP.	7325							
	DATA PROCESSING EQUIP.	7327							
	COMMUNICATION EQUIPMEN	7355							
	TRAFFIC CONTROL EQUIP.	7360							
	OTHER EQUIPMENT	7399	25000	7050		17950	83.3 28.2	16,540-	66.1-
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	MACHINERY AND EQUIPM		25000	7050		17950	83.3 28.2	16,540-	66.1-
	VEHICLES								
	AUTOMOBILES	7400							
	PICK UP TRUCKS	7420							

	HEAVY TRUCKS	7430								
	SPECIAL TRUCKS	7450								
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	VEHICLES									
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	CAPITAL OUTLAY		25000		7050	17950	83.3	28.2	16,540-	66.1-
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29652	EXPENDITURES		656976	9,543	392943	254490	83.3	59.8	185,444-	28.2-

001201 - GENERAL FUND-STREET DIV.

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
84413	REGULAR WAGES 4000	1183403		935863	247540	83.3 79.0	60,367-	5.1-
	DISASTER RECOVERY WAGE 4010							
4601	OVERTIME 4300	24700		27464	2764-	83.3 111.1	8,256	33.4
	DISASTER RECOVERY OVER 4310			1166	1166-		1,399	
89014	SALARIES	1208103		964493	243610	83.3 79.8	50,711-	4.1-
EMPLOYEE BENEFITS								
14020	STATE RETIREMENT 4600	190326		151908	38418	83.3 79.8	8,036-	4.2-
6637	F.I.C.A. TAXES 4700	92443		72122	20321	83.3 78.0	5,896-	6.3-
33450	HOSPITALIZATION INS. 4800	270000		214256	55744	83.3 79.3	12,892-	4.7-
740	UNEMPLOYMENT BENEFITS 4900	5300		4758	542	83.3 89.7	409	7.7
	WORKMAN'S COMPENSATION 4910	72451			72451	83.3	72,451-	100.0-
54847	EMPLOYEE BENEFITS	630520		443043	187477	83.3 70.2	98,868-	15.6-
143861	PERSONAL SERVICES	1838623		1407537	431086	83.3 76.5	149,578-	8.1-
OFFICE SUPPLIES								
	PAPER 5003							
	PRINTED FORMS 5005							
	OTHER EXPENDABLE OFF.S 5010	500	40	110	350	83.3 22.0	368-	73.6-
	MINOR OFFICE EQUIP/FUR 5020	2800	1,852		948	83.3	2,800-	100.0-
	SUBSCRIPTIONS,MAGS,MAP 5050							
	OFFICE SUPPLIES	3300	1,892	110	1298	83.3 3.3	3,168-	96.0-
OPERATING SUPPLIES								
	CLEANING/JANITORIAL SP 5100	3072	685	1717	670	83.3 55.8	1,011-	32.9-
18-	HOUSEHOLD SUPPLIES 5110	2000		1382	618	83.3 69.1	341-	17.0-
	FOOD 5115							
	MEDICAL SUPPLIES 5120							
	CHEMICALS 5130	16500	4,881	9670	1949	83.3 58.6	4,896-	29.6-
2871	GAS AND OIL 5250	35000	330	23331	11339	83.3 66.6	7,002-	20.0-
	LUBRICANTS 5255	2000			2000	83.3	2,000-	100.0-
6451	DIESEL FUEL 5257	55200		45044	10156	83.3 81.6	1,147-	2.0-
	WEARING APPAREL 5355	3600		2308	1292	83.3 64.1	830-	23.0-
	ASPHALT & ASPHALT PROD 5400	27000	2,700	21852	2448	83.3 80.9	777-	2.8-
2665	CONCRETE, CEMENT, ETC. 5405	118200	9,314	97382	11504	83.3 82.3	1,341-	1.1-
	BRICK,STONE,MORTAR,ETC 5410	17000		16207	793	83.3 95.3	2,448	14.4
7427	SAND,CLAY,GRVL,FILL DI 5415	21400		15310	6090	83.3 71.5	3,028-	14.1-
9835	DRAINAGE PIPE & CULVER 5420	11500		11177	323	83.3 97.1	1,912	16.6
	HORT./LANDSCAPING SPLY 5440	3000	46	2483	471	83.3 82.7	20-	.6-
	HAND TOOLS 5450	3000	533	2117	350	83.3 70.5	459-	15.3-
	MINOR EQUIPMENT 5460	28600		20790	7810	83.3 72.6	3,652-	12.7-

2139	STREET MARKING SUPPLIE 5550								
	OTHER OPERATING MATL/S 5590	18600	861	17396	343	83.3	93.5	2,275	12.2
31369	OPERATING SUPPLIES	365672	19,350	288166	58157	83.3	78.8	19,872-	5.4-
	REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S 5600	10000		9271	729	83.3	92.7	1,125	11.2
	ELECTRICAL SUPPLIES 5605	5000		2280	2720	83.3	45.6	2,264-	45.2-
	PLUMBING SUPPLIES 5610	1900		60	1840	83.3	3.1	1,828-	96.2-
	STRUCTURAL STEEL & IRO 5620	4500		1127	3373	83.3	25.0	3,147-	69.9-
	PAINT AND PAINTING SPL 5650	3700		24	3676	83.3	.6	3,671-	99.2-
4949	MTR VEHICLE REP. PTS/S 5700	93491	719	88194	4577	83.3	94.3	12,341	13.2
	COMMUNICATION REPAIR P 5750	1000		350	650	83.3	35.0	580-	58.0-
201	AGRICLTRL REPAIR PTS/S 5755	1400	660	201	538	83.3	14.3	1,158-	82.7-
	OTHER REPAIR/MAINT. SP 5990	3000	280	2664	56	83.3	88.8	196	6.5
5150	REPAIR & MAINTENANCE	123991	1,659	104172	18159	83.3	84.0	1,015	.8
36519	SUPPLIES AND EXPENSES	492963	22,901	392449	77614	83.3	79.6	22,024-	4.4-
	PROFESSIONAL SERVICES								
	LOT CLEARING 6018								
	MEDICAL 6027								
1886	OTHER PROFESSIONAL SER 6049	43900		38492	5408	83.3	87.6	2,290	5.2
1886	PROFESSIONAL SERVICE	43900		38492	5408	83.3	87.6	2,290	5.2
	TRANSPORTATION								
	TRAVEL EXPENSE 6110	3000	865	2101	34	83.3	70.0	478-	15.9-
17	FREIGHT 6120	400		73	327	83.3	18.2	312-	78.0-
	MESSANGER/EXPRESS SERV 6130								
17	TRANSPORTATION	3400	865	2173	362	83.3	63.9	792-	23.2-
	ADVERTISING								
	ADVERTISING 6150								
	ADVERTISING								
	PRINTING AND BINDING								
	PRINTING 6200								
	PRINTING AND BINDING								
	INSURANCE								
	PUBLIC LIAB/PROPERTY D 6255								
	AUTOMOBILE INSURANCE 6265								
	INSURANCE								
	UTILITIES								
	ELECTRICITY 6305								
	UTILITIES								
	REPR/MAINT-OUTSIDE LABO								
	BUILDING R&M 6350								
	ELECTRICAL R&M 6355								
	PLUMBING EQUIPMENT R&M 6357								

	STREETS & STRUCTURES R	6360	1500		1451	49	83.3	96.7	241	16.0
	MISC PAVING	6360 01								
	VENETIAN WAY AREA	6360 02								
	S 27TH/O'FERRELL AREA	6360 03								
	W 4TH-COLUMBIA ST ARE	6360 04								
	MCINNIS LOOP/CAMBRIDG	6360 05								
	DABBS ST/MLK AREA	6360 06								
	S 40TH/BONHOMIE	6360 07								
	STANLEY/HWY 42 AREA	6360 08								
	PINE HILLS/SANDLEWOOD	6360 09								
	N 35TH/USM AREA	6360 10								
	S 36TH/MAMIE ST AREA	6360 11								
	S 34TH/MANDALAY AREA	6360 12								
	S H'BURG/S CHANCELLOR	6360 13								
	BROAD ST/CAPITAL ST A	6360 14								
	MOBILE/BOUIE ST AREA	6360 15								
	CHALMETTE/WINDGATE	6360 16								
	HONEYSUCKLE/DOGWOOD	6360 17								
	ADELINE/S 16TH AREA	6360 18								
	DUMAS/FLORENCE ST ARE	6360 19								
	S 16TH/CORRINE ST ARE	6360 20								
	ACADEMY DR-BLC AIRPOR	6360 21								
	COTTAGES AT TURTLE CR	6360 22								
	CLASSIC DR/J ED TURNE	6360 23								
	E 5TH ST/E 6TH ST ARE	6360 24								
	HALL/ELIZABETH AVE	6360 25								
	MANDALAY/HILLENDAL	6360 26								
	ARLINGTON LOOP/S 34TH	6360 27								
	N. 31st Ave/HILLSIDE	6360 28								
	DWNTWN AREA VAR STS &	6360 29								
1706-	LONG RANGE PAVING PLA	6360 99	1380265	274,976	1074721	30567	83.3	77.8	90,599-	6.5-
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1706-	STREETS & STRUCTURE		1381765	274,976	1076172	30617	83.3	77.8	90,358-	6.5-
	FIXED EQUIPMENT R&M	6380								
	MINOR EQUIPMENT R&M	6382	1000			1000	83.3		1,000-	100.0-
1893	MOTOR VEHICLE EQ. R&M	6384	80300	278	74107	5915	83.3	92.2	8,628	10.7
	AGRICULTURAL EQ. R&M	6387								
	COMMUNICATION EQ. R&M	6390								
	SIGN PAINTING	6396								
	TOW IN CHARGES	6398	2000		280	1720	83.3	14.0	1,664-	83.2-
	OTHER REPAIRS AND MAIN	6399	4700			4700	83.3		4,700-	100.0-
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187	REPR/MAINT-OUTSIDE L		1469765	275,254	1150559	43952	83.3	78.2	89,094-	6.0-
	RENTALS									
	AUTOMOTIVE EQ. RENT	6415								
	MACHINERY RENT	6420	74000		2070	71930	83.3	2.7	71,516-	96.6-
734	UNIFORM RENT	6430	8200		7711	489	83.3	94.0	1,053	12.8
	OTHER RENT	6449								
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734	RENTALS		82200		9781	72419	83.3	11.8	70,462-	85.7-
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840	250		234	16	83.3	93.6	30	12.0

275	REGISTRATION FEE/TUITI	6845	2750	1773	977	83.3	64.4	622-	22.6-	
	SERVICES NOT SPECIFIED	6999	1500	1,500		83.3		1,500-	100.0-	
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275	OTHER SERVICES & CHA		4500	1,500	2007	993	83.3	44.6	2,091-	46.4-
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3099	OTHER SERVICES & CHAR		1603765	277,619	1203012	123134	83.3	75.0	160,150-	9.9-
	IMPROVEMENT OTHER THAN									
	BRIDGES	7210								
	SEWERS	7220								
	IND.PARK WTR/SWR IMPR	7220 03								
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	SEWERS									
	B/WAY, E. HARDY-SBA	7223								
	KAB/LANDSCAPING	7226								
	STREETS & ROADWAYS	7230								
	INDUSTRIAL PARK ROADS	7230 02								
	W.4TH-HWY 49 TO 38TH	7230 15								
	HARDY ST-MCLEOD TO 25	7230 16								
	OTHER STREET IMPR.	7230 99								
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	STREETS & ROADWAYS									
	OTHER IMPROVEMENTS	7295								
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	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	HOUSEHOLD FURN/EQUIP.	7320								
	CONSTRUCTION EQUIPMENT	7345								
	COMMUNICATION EQUIPMEN	7355								
	PIPE	7370								
	OTHER EQUIPMENT	7399	110000	49,750	99081	38831-	83.3	90.0	8,897	8.0
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	MACHINERY AND EQUIPM		110000	49,750	99081	38831-	83.3	90.0	8,897	8.0
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
	HEAVY TRUCKS	7430								
	DUMP TRUCKS	7440								
	SPECIAL TRUCKS	7450								
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	VEHICLES									
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	CAPITAL OUTLAY		110000	49,750	99081	38831-	83.3	90.0	8,897	8.0
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183479	EXPENDITURES		4045351	350,270	3102078	593003	83.3	76.6	322,857-	7.9-

001202 - GENERAL FUND-STREET LIGHTS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	UTILITIES							
92395	ELECTRICITY 6305	1170000		946973	223027	83.3 80.9	33,632-	2.8-
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92395	UTILITIES	1170000		946973	223027	83.3 80.9	33,632-	2.8-
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92395	OTHER SERVICES & CHAR	1170000		946973	223027	83.3 80.9	33,632-	2.8-
	IMPROVEMENT OTHER THAN STREET LIGHTING 7235							
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	IMPROVEMENT OTHER TH							
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	CAPITAL OUTLAY							
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92395	EXPENDITURES	1170000		946973	223027	83.3 80.9	33,632-	2.8-

001203 - GENERAL FUND-ENGR/PUBLIC SER

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
18697	REGULAR WAGES 4000	267115		212670	54445	83.3 79.6	11,911-	4.4-
	DISASTER RECOVERY WAGE 4010							
5	OVERTIME 4300	21		190	169-	83.3 904.7	207	985.7
	DISASTER RECOVERY OVER 4310							
18702	SALARIES	267136		212859	54277	83.3 79.6	11,705-	4.3-
EMPLOYEE BENEFITS								
2946	STATE RETIREMENT 4600	42070		33525	8545	83.3 79.6	1,840-	4.3-
1426	F.I.C.A. TAXES 4700	20440		16093	4347	83.3 78.7	1,128-	5.5-
3700	HOSPITALIZATION INS. 4800	41974		30678	11296	83.3 73.0	5,160-	12.2-
	UNEMPLOYMENT BENEFITS 4900	2851		1850	1001	83.3 64.8	631-	22.1-
	WORKMAN'S COMPENSATION 4910	8905			8905	83.3	8,905-	100.0-
8072	EMPLOYEE BENEFITS	116240		82146	34094	83.3 70.6	17,664-	15.1-
26774	PERSONAL SERVICES	383376		295005	88371	83.3 76.9	29,370-	7.6-
OFFICE SUPPLIES								
	PAPER 5003	400	121	254	25	83.3 63.5	95-	23.7-
	PRINTED FORMS 5005	100			100-	83.3	100-	100.0-
17-	OTHER EXPENDABLE OFF.S 5010	450	50	380	20	83.3 84.4	6	1.3
	MINOR OFFICE EQUIP/FUR 5020	1375		1372	3	83.3 99.7	271	19.7
	PHOTO SUPPLIES 5040							
	SUBSCRIPTIONS,MAGS,MAP 5050	265		162	103	83.3 61.1	70-	26.4-
	MAPS FOR RESALE 5060							
	BOOKS 5070							
	COMPUTER SUPPLIES 5080	700		648	52	83.3 92.5	77	11.0
17-	OFFICE SUPPLIES	3090	171	2816	103	83.3 91.1	289	9.3
OPERATING SUPPLIES								
	FOOD 5115							
	MEDICAL SUPPLIES 5120	300		248	52	83.3 82.6	2-	.6-
155	GAS AND OIL 5250	2400		1359	1041	83.3 56.6	769-	32.0-
	LUBRICANTS 5255							
	WEARING APPAREL 5355	400		160	240	83.3 40.0	208-	52.0-
	HORT./LANDSCAPING SPLY 5440							
	MINOR EQUIPMENT 5460	800		730	70	83.3 91.2	76	9.5
	OTHER OPERATING MATL/S 5590	160		66	94	83.3 41.2	80-	50.0-
155	OPERATING SUPPLIES	4060		2562	1498	83.3 63.1	985-	24.2-
REPAIR & MAINTENANCE SP								
25	BUILDING MATERIALS & S 5600	1000		803	197	83.3 80.3	36-	3.6-
	ELECTRICAL SUPPLIES 5605	100		51	49	83.3 51.0	38-	38.0-

878	PAINT AND PAINTING SPL 5650								
	MTR VEHICLE REP. PTS/S 5700	1250		1256	6-	83.3	100.4	257	20.5
	COMMUNICATION REPAIR P 5750	100		85	15	83.3	85.0	2	2.0
	OTHER REPAIR/MAINT. SP 5990			15	15-			18	
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903	REPAIR & MAINTENANCE	2450		2210	240	83.3	90.2	202	8.2
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1040	SUPPLIES AND EXPENSES	9600	171	7589	1840	83.3	79.0	493-	5.1-
	PROFESSIONAL SERVICES								
14396-	ENGINEERING 6015	210000		168303	41697	83.3	80.1	8,036-	3.8-
	CONSULTANT SERV/SURVEY 6020								
	ABSTRACTING & RECORDIN 6023								
8705	OTHER PROFESSIONAL SER 6049	67500		66322	1178	83.3	98.2	12,086	17.9
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5691-	PROFESSIONAL SERVICE	277500		234624	42876	83.3	84.5	4,048	1.4
	COMMUNICATIONS								
152	TELEPHONE AND TELEGRAP 6060	1200		1364	164-	83.3	113.6	436	36.3
111	POSTAGE 6070	1000		483	517	83.3	48.3	420-	42.0-
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262	COMMUNICATIONS	2200		1847	353	83.3	83.9	16	.7
	TRANSPORTATION								
	TRAVEL EXPENSE 6110	5200		802	4398	83.3	15.4	4,237-	81.4-
19	FREIGHT 6120	600	27	586	13-	83.3	97.6	103	17.1
	MESSENGER/EXPRESS SERV 6130								
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19	TRANSPORTATION	5800	27	1388	4386	83.3	23.9	4,134-	71.2-
	ADVERTISING								
	ADVERTISING 6150								
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	ADVERTISING								
	PRINTING AND BINDING								
	PRINTING 6200								
	BLUELINES 6210								
	FILM PROCESSING 6240								
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	PRINTING AND BINDING								
	INSURANCE								
	AUTOMOBILE INSURANCE 6265								
	SURETY AND FORGERY BON 6270								
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	INSURANCE								
	UTILITIES								
13	GAS 6300	1800		584	1216	83.3	32.4	1,099-	61.0-
567	ELECTRICITY 6305	6000		3700	2300	83.3	61.6	1,560-	26.0-
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580	UTILITIES	7800		4284	3516	83.3	54.9	2,659-	34.0-
	REPR/MAINT-OUTSIDE LABO								
	BUILDING R&M 6350	8565		2817	5748	83.3	32.8	5,184-	60.5-
	STREETS & STRUCTURES R 6360								
	OFFICE EQUIPMENT R&M 6365	1000		574	426	83.3	57.4	311-	31.1-
	MINOR EQUIPMENT R&M 6382								

320	MOTOR VEHICLE EQ. R&M	6384	1000		320	680	83.3	32.0	616-	61.6-
	COMMUNICATION EQ. R&M	6390								
455	DISINFECT./EXTERMINATI	6394	600		900	300-	83.3	150.0	480	80.0
	TOW IN CHARGES	6398								
775	REPR/MAINT-OUTSIDE L		11165		4611	6554	83.3	41.2	5,631-	50.4-
	RENTALS									
636	OFFICE EQUIPMENT RENT	6410	3600		3555	45	83.3	98.7	666	18.5
	UNIFORM RENT	6430	400		223	177	83.3	55.7	132-	33.0-
	OTHER RENT	6449								
636	RENTALS		4000		3778	222	83.3	94.4	533	13.3
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840	359		359		83.3	100.0	71	19.7
	REGISTRATION FEE/TUITI	6845	1141		1044	97	83.3	91.4	111	9.7
	SERVICES NOT SPECIFIED	6999								
	OTHER SERVICES & CHA		1500		1403	97	83.3	93.5	183	12.2
3419-	OTHER SERVICES & CHAR		309965	27	251935	58003	83.3	81.2	7,643-	2.4-
	LAND									
	EASEMENTS	7010								
	LAND									
	MACHINERY AND EQUIPMENT									
	ENGINEERING	7305								
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	COMMUNICATION EQUIPMEN	7355								
	EMERGENCY GENERATORS	7362								
	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420	26100		25674	426	83.3	98.3	4,708	18.0
	VEHICLES		26100		25674	426	83.3	98.3	4,708	18.0
	CAPITAL OUTLAY		26100		25674	426	83.3	98.3	4,708	18.0
24395	EXPENDITURES		729041	198	580203	148640	83.3	79.5	32,797-	4.4-

001204 - GENERAL FUND-SHOP DIVISION

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
23054	REGULAR WAGES 4000	332427		281789	50638	83.3 84.7	5,719	1.7
	DISASTER RECOVERY WAGE 4010							
1609	OVERTIME 4300	15000		8680	6320	83.3 57.8	4,584-	30.5-
	DISASTER RECOVERY OVER 4310							
24663	SALARIES	347427		290470	56957	83.3 83.6	1,137	.3
EMPLOYEE BENEFITS								
3884	STATE RETIREMENT 4600	54725		45749	8976	83.3 83.5	173	.3
1829	F.I.C.A. TAXES 4700	26580		21626	4954	83.3 81.3	628-	2.3-
4950	HOSPITALIZATION INS. 4800	72000		58351	13649	83.3 81.0	1,978-	2.7-
	UNEMPLOYMENT BENEFITS 4900	1000			1000	83.3	1,000-	100.0-
	WORKMAN'S COMPENSATION 4910	10025			10025	83.3	10,025-	100.0-
10664	EMPLOYEE BENEFITS	164330		125726	38604	83.3 76.5	13,458-	8.1-
35327	PERSONAL SERVICES	511757		416196	95561	83.3 81.3	12,321-	2.4-
OFFICE SUPPLIES								
	PAPER 5003							
	PRINTED FORMS 5005							
	OTHER EXPENDABLE OFF.S 5010							
	MINOR OFFICE EQUIP/FUR 5020							
OFFICE SUPPLIES								
OPERATING SUPPLIES								
	CLEANING/JANITORIAL SP 5100							
	HOUSEHOLD SUPPLIES 5110							
	FOOD 5115							
	MEDICAL SUPPLIES 5120							
	CHEMICALS 5130	13500		13072	428	83.3 96.8	2,186	16.1
301	GAS AND OIL 5250	10399		5511	4888	83.3 52.9	3,785-	36.3-
	LUBRICANTS 5255							
25	DIESEL FUEL 5257	3700		511	3189	83.3 13.8	3,086-	83.4-
	WEARING APPAREL 5355							
	HAND TOOLS 5450	1000			1000	83.3	1,000-	100.0-
	MINOR EQUIPMENT 5460	1500			1500	83.3	1,500-	100.0-
	OTHER OPERATING MATL/S 5590	1000		823	177	83.3 82.3	12-	1.2-
326	OPERATING SUPPLIES	31099		19916	11183	83.3 64.0	7,199-	23.1-
REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S 5600	800			800	83.3	800-	100.0-
	ELECTRICAL SUPPLIES 5605	800			800	83.3	800-	100.0-
	PLUMBING SUPPLIES 5610	300		86	214	83.3 28.6	196-	65.3-

2069	OTHER SERVICES & CHAR	47000		29220	17780	83.3	62.1	11,936-	25.3-
	BUILDING/BLD IMPROVEMEN								
	BUILDINGS 7100								
	PUBLIC WORKS SHOP BLD 7100 05								
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	BUILDINGS								
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	BUILDING/BLD IMPROVE								
	IMPROVEMENT OTHER THAN								
	OTHER IMPROVEMENTS 7295								
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	IMPROVEMENT OTHER TH								
	MACHINERY AND EQUIPMENT								
	HOUSEHOLD FURN/EQUIP. 7320								
	PLANT EQUIPMENT 7340								
	OTHER EQUIPMENT 7399								
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	MACHINERY AND EQUIPM								
	VEHICLES								
	AUTOMOBILES 7400								
	PICK UP TRUCKS 7420								
	SPECIAL TRUCKS 7450								
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	VEHICLES								
-----		-----	-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY								
-----		-----	-----	-----	-----	-----	-----	-----	-----
38384	EXPENDITURES	605656	158	477306	128191	83.3	78.8	32,888-	5.4-

001205 - GENERAL FUND-G O & F S DIV.

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
9157	REGULAR WAGES 4000	181440		127586	53854	83.3 70.3	28,336-	15.6-
	DISASTER RECOVERY WAGE 4010							
272	OVERTIME 4300	2500		2199	301	83.3 87.9	138	5.5
	DISASTER RECOVERY OVER 4310							
9429	SALARIES	183940		129785	54155	83.3 70.5	28,198-	15.3-
EMPLOYEE BENEFITS								
1485	STATE RETIREMENT 4600	28975		20441	8534	83.3 70.5	4,445-	15.3-
684	F.I.C.A. TAXES 4700	14080		9513	4568	83.3 67.5	2,664-	18.9-
4355	HOSPITALIZATION INS. 4800	42000		26490	15510	83.3 63.0	10,212-	24.3-
	UNEMPLOYMENT BENEFITS 4900							
	WORKMAN'S COMPENSATION 4910	1713			1713	83.3	1,713-	100.0-
6524	EMPLOYEE BENEFITS	86768		56444	30324	83.3 65.0	19,035-	21.9-
15953	PERSONAL SERVICES	270708		186229	84479	83.3 68.7	47,233-	17.4-
OFFICE SUPPLIES								
	PAPER 5003							
	PRINTED FORMS 5005							
	OTHER EXPENDABLE OFF.S 5010	2000		1404	596	83.3 70.2	315-	15.7-
185	MINOR OFFICE EQUIP/FUR 5020	1000		896	105	83.3 89.6	75	7.5
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070							
	COMPUTER SUPPLIES 5080							
185	OFFICE SUPPLIES	3000		2300	700	83.3 76.6	240-	8.0-
OPERATING SUPPLIES								
	CLEANING/JANITORIAL SP 5100	2450		2359	91	83.3 96.2	380	15.5
	HOUSEHOLD SUPPLIES 5110	400		289	111	83.3 72.2	53-	13.2-
	MEDICAL SUPPLIES 5120	100			100	83.3	100-	100.0-
	CHEMICALS 5130							
	DIESEL FUEL-GENERATORS 5257	1800			1800	83.3	1,800-	100.0-
	WEARING APPAREL 5355							
	HAND TOOLS 5450							
	MINOR EQUIPMENT 5460							
	OTHER OPERATING MATL/S 5590	500		420	80	83.3 84.0	4	.8
	OPERATING SUPPLIES	5250		3068	2182	83.3 58.4	1,568-	29.8-
REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S 5600	500			500	83.3	500-	100.0-
	ELECTRICAL SUPPLIES 5605	550			550	83.3	550-	100.0-
	PLUMBING SUPPLIES 5610	100			100	83.3	100-	100.0-

	PAINT AND PAINTING SPL 5650	500		500	83.3		500-	100.0-
	COMMUNICATION REPAIR P 5750							
	REPAIR & MAINTENANCE	1650		1650	83.3		1,650-	100.0-
185	SUPPLIES AND EXPENSES	9900	5368	4532	83.3	54.2	3,458-	34.9-
	PROFESSIONAL SERVICES							
	OTHER PROFESSIONAL SER 6049	5820	1809	4011	83.3	31.0	3,649-	62.6-
	PROFESSIONAL SERVICE	5820	1809	4011	83.3	31.0	3,649-	62.6-
415	COMMUNICATIONS							
	TELEPHONE AND TELEGRAP 6060	5000	4334	666	83.3	86.6	200	4.0
	POSTAGE 6070							
415	COMMUNICATIONS	5000	4334	666	83.3	86.6	200	4.0
	TRANSPORTATION							
	FREIGHT 6120							
	MESSENGER/EXPRESS SERV 6130							
	TRANSPORTATION							
60	UTILITIES							
	ELECTRICITY 6305	800	624	176	83.3	78.0	51-	6.3-
60	UTILITIES	800	624	176	83.3	78.0	51-	6.3-
	REPR/MAINT-OUTSIDE LABO							
	OFFICE EQUIPMENT R&M 6365							
	HOUSEHOLD EQUIPMENT R& 6370							
	FIXED EQUIPMENT R&M 6380							
	MINOR EQUIPMENT R&M 6382							
	COMMUNICATION EQ. R&M 6390							
735	DISINFECT./EXTERMINATI 6394	2330	780	1525	25	83.3 65.4	500-	21.4-
735	REPR/MAINT-OUTSIDE L	2330	780	1525	25	83.3 65.4	500-	21.4-
	RENTALS							
	OFFICE EQUIPMENT RENT 6410							
	UNIFORM RENT 6430	650		650	83.3		650-	100.0-
99	MOP-MAT-RAG RENT 6435	1900	1091	809	83.3	57.4	590-	31.0-
99	RENTALS	2550	1091	1459	83.3	42.7	1,240-	48.6-
	OTHER SERVICES & CHARGE							
	REGISTRATION FEE/TUITI 6845							
	LAUNDRY 6850							
	OTHER SERVICES & CHA							
1309	OTHER SERVICES & CHAR	16500	780	9384	6336	83.3 56.8	5,239-	31.7-
	BUILDING/BLD IMPROVEMEN							
	BUILDINGS 7100							
	PUB.SERV./SANITA.BLDG 7100 18							

	BUILDINGS								
	BUILDING IMPROVEMENTS	7150							
	AUTOMATED FUEL CTR-BA	7150 03							
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	BUILDING IMPROVEMEN								
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	BUILDING/BLD IMPROVE								
	MACHINERY AND EQUIPMENT								
	HOUSEHOLD FURN/EQUIP.	7320							
	OFFICE FURN/EQUIP.	7325							
	DATA PROCESSING EQUIP.	7327							
	FUEL FAC.SOFTWARE/EQ	7328							
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	MACHINERY AND EQUIPM								
-----			-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY								
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17447	EXPENDITURES		297108	780	200981	95347	83.3 67.6	55,930-	18.8-

001206 - GENERAL FUND-DRAINAGE DIV.

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
8116	REGULAR WAGES 4000	127633		83954	43679	83.3 65.7	26,888-	21.0-
	DISASTER RECOVERY WAGE 4010							
84	OVERTIME 4300	3000		652	2348	83.3 21.7	2,217-	73.9-
	DISASTER RECOVERY OVER 4310							
8200	SALARIES	130633		84606	46027	83.3 64.7	29,105-	22.2-
EMPLOYEE BENEFITS								
1291	STATE RETIREMENT 4600	20584		13326	7258	83.3 64.7	4,592-	22.3-
622	F.I.C.A. TAXES 4700	10747		6313	4434	83.3 58.7	3,171-	29.5-
2800	HOSPITALIZATION INS. 4800	30000		19452	10548	83.3 64.8	6,657-	22.1-
	UNEMPLOYMENT BENEFITS 4900	1000			1000	83.3	1,000-	100.0-
	WORKMAN'S COMPENSATION 4910	7344			7344	83.3	7,344-	100.0-
4714	EMPLOYEE BENEFITS	69675		39090	30585	83.3 56.1	22,767-	32.6-
12913	PERSONAL SERVICES	200308		123697	76611	83.3 61.7	51,871-	25.8-
OPERATING SUPPLIES								
	CHEMICALS 5130	2000			2000	83.3	2,000-	100.0-
259	GAS AND OIL 5250	5000		2198	2802	83.3 43.9	2,362-	47.2-
	LUBRICANTS 5255							
	DIESEL FUEL 5257	500		54	446	83.3 10.8	435-	87.0-
	WEARING APPAREL 5355	1200		1094	106	83.3 91.1	112	9.3
1879	CONCRETE, CEMENT, ETC. 5405	30250	15,006	11506	3738	83.3 38.0	16,442-	54.3-
25-	BRICK, STONE, MORTAR, ETC 5410	2000		1845	155	83.3 92.2	214	10.7
	SAND, CLAY, GRVL, FILL DI 5415	2500		1352	1148	83.3 54.0	877-	35.0-
8906	DRAINAGE PIPE & CULVER 5420	24600	2,765	21814	21	83.3 88.6	1,576	6.4
	HORT./LANDSCAPING SPLY 5440							
	HAND TOOLS 5450	1000		432	568	83.3 43.2	481-	48.1-
	MINOR EQUIPMENT 5460	800			800	83.3	800-	100.0-
	OTHER OPERATING MATL/S 5590	1200	8	1113	80	83.3 92.7	135	11.2
	OTHER OPER. MATL-BROWNS 5591							
11020	OPERATING SUPPLIES	71050	17,779	41408	11863	83.3 58.2	21,360-	30.0-
REPAIR & MAINTENANCE SP								
	STRUCTURAL STEEL & IRO 5620							
	MTR VEHICLE REP. PTS/S 5700	700		40	660	83.3 5.7	652-	93.1-
	COMMUNICATION REPAIR P 5750							
	REPAIR & MAINTENANCE	700		40	660	83.3 5.7	652-	93.1-
11020	SUPPLIES AND EXPENSES	71750	17,779	41448	12523	83.3 57.7	22,012-	30.6-

PROFESSIONAL SERVICES									
3625	CONSULTANT SERV-BROWNS 6020								
-----	OTHER PROFESSIONAL SER 6049	43800		42948	853	83.3	98.0	7,737	17.6
3625	PROFESSIONAL SERVICE	43800		42948	853	83.3	98.0	7,737	17.6
TRANSPORTATION									
	TRVL EXP-BROWNSFIELD P 6116								
-----	FREIGHT 6120								
TRANSPORTATION									
ADVERTISING									
-----	ADVERTISING 6150								
ADVERTISING									
INSURANCE									
-----	AUTOMOBILE INSURANCE 6265								
INSURANCE									
UTILITIES									
-----	ELECTRICITY 6305								
UTILITIES									
50594	REPR/MAINT-OUTSIDE LABO								
	STREETS & STRUCTURES R 6360	181500	6,756	152150	22594	83.3	83.8	1,080	.5
	MOTOR VEHICLE EQ. R&M 6384	18700			18700	83.3		18,700-	100.0-
	COMMUNICATION EQ. R&M 6390								
-----	TOW IN CHARGES 6398	200			200	83.3		200-	100.0-
50594	REPR/MAINT-OUTSIDE L	200400	6,756	152150	41494	83.3	75.9	17,820-	8.8-
RENTALS									
	MACHINERY RENT 6420								
-----	UNIFORM RENT 6430	800			800	83.3		800-	100.0-
RENTALS									
		800			800	83.3		800-	100.0-
OTHER SERVICES & CHARGE									
-----	SERVICES NOT SPECIFIED 6999								
OTHER SERVICES & CHA									
54219	OTHER SERVICES & CHAR	245000	6,756	195097	43147	83.3	79.6	10,883-	4.4-
LAND									
	LAND 7000	22000		11000	11000	83.3	50.0	8,800-	40.0-
-----	EASEMENTS 7010								
LAND									
		22000		11000	11000	83.3	50.0	8,800-	40.0-
IMPROVEMENT OTHER THAN									
	DRAINS 7215								
-----	NRCS EROSION CONTROL 7215 01	2210			2210	83.3		2,210-	100.0-
DRAINS									
		2210			2210	83.3		2,210-	100.0-
OTHER IMPROVEMENTS									
	7295								

	MISC. PROJECTS								
	IMPROVEMENT OTHER TH	2210			2210	83.3		2,210-	100.0-
	MACHINERY AND EQUIPMENT								
	DP EQUIP-BROWNSFIELD P	7324							
	CONSTRUCTION EQUIPMENT	7345							
	PIPE	7370							
	OTHER EQUIPMENT	7399							
	MACHINERY AND EQUIPM								
	VEHICLES								
	PICK UP TRUCKS	7420							
	DUMP TRUCKS	7440							
	VEHICLES								
	CAPITAL OUTLAY	24210		11000	13210	83.3	45.4	11,010-	45.4-
78152	EXPENDITURES	541268	24,535	371242	145491	83.3	68.5	95,777-	17.6-

001207 - GENERAL FUND-CONSTRUCTION

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
<u>SALARIES</u>								
33574	REGULAR WAGES 4000	455944		369146	86798	83.3 80.9	12,968-	2.8-
	DISASTER RECOVERY WAGE 4010							
716	OVERTIME 4300	8000		5686	2314	83.3 71.0	1,176-	14.7-
	DISASTER RECOVERY OVER 4310							
<u>-----</u>								
34290	SALARIES	463944		374832	89112	83.3 80.7	14,145-	3.0-
<u>EMPLOYEE BENEFITS</u>								
5401	STATE RETIREMENT 4600	73076		59036	14040	83.3 80.7	2,232-	3.0-
2520	F.I.C.A. TAXES 4700	35500		27667	7833	83.3 77.9	2,299-	6.4-
13305	HOSPITALIZATION INS. 4800	102000		77484	24516	83.3 75.9	9,019-	8.8-
	UNEMPLOYMENT BENEFITS 4900	6000		235-	6235	83.3 3.9	5,718-	95.3-
	WORKMAN'S COMPENSATION 4910	43350			43350	83.3	43,350-	100.0-
<u>-----</u>								
21225	EMPLOYEE BENEFITS	259926		163951	95975	83.3 63.0	63,184-	24.3-
<u>-----</u>								
55516	PERSONAL SERVICES	723870		538783	185087	83.3 74.4	77,330-	10.6-
<u>OFFICE SUPPLIES</u>								
	PAPER 5003							
	PRINTED FORMS 5005							
	OTHER EXPENDABLE OFF.S 5010							
	MINOR OFFICE EQUIP/FUR 5020	3400	1,852	150	1398	83.3 4.4	3,220-	94.7-
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070	150			150	83.3	150-	100.0-
<u>-----</u>								
	OFFICE SUPPLIES	3550	1,852	150	1548	83.3 4.2	3,370-	94.9-
<u>OPERATING SUPPLIES</u>								
	CLEANING/JANITORIAL SP 5100							
	CHEMICALS 5130							
1662	GAS AND OIL 5250	23150		13580	9570	83.3 58.6	6,854-	29.6-
	LUBRICANTS 5255	400			400	83.3	400-	100.0-
14	DIESEL FUEL 5257	1200		1503	303-	83.3 125.2	603	50.2
	WEARING APPAREL 5355	750		472	278	83.3 62.9	183-	24.4-
	CONCRETE, CEMENT, ETC. 5405	1100		55	1045	83.3 5.0	1,034-	94.0-
	SAND,CLAY,GRVL,FILL DI 5415							
	DRAINAGE PIPE & CULVER 5420							
	HORT./LANDSCAPING SPLY 5440							
	HAND TOOLS 5450	8800		2998	5802	83.3 34.0	5,202-	59.1-
	MINOR EQUIPMENT 5460	7200		5117	2083	83.3 71.0	1,059-	14.7-
	TRAFFIC SIGNS 5545							
131	OTHER OPERATING MATL/S 5590	5000		4084	916	83.3 81.6	99-	1.9-
<u>-----</u>								
1807	OPERATING SUPPLIES	47600		27808	19792	83.3 58.4	14,230-	29.8-

		REPAIR & MAINTENANCE SP									
441		BUILDING MATERIALS & S	5600	8500	4379	4121	83.3	51.5	3,245-	38.1-	
135		ELECTRICAL SUPPLIES	5605	9500	195	2372	6933	83.3	24.9	6,653-	70.0-
		PLUMBING SUPPLIES	5610	3000		396	2604	83.3	13.2	2,524-	84.1-
		STRUCTURAL STEEL & IRO	5620	750			750	83.3		750-	100.0-
		PAINT AND PAINTING SPL	5650	1200		290	910	83.3	24.1	852-	71.0-
126		MTR VEHICLE REP. PTS/S	5700	8800		8061	739	83.3	91.6	873	9.9
		GENERATOR REP. PTS/SPL	5705								
		COMMUNICATION REPAIR P	5750	1000		750	250	83.3	75.0	100-	10.0-
		AGRICLTRL REPAIR PTS/S	5755	500			500	83.3		500-	100.0-
		EXPENDABLE WELDING SPL	5770								
		OTHER REPAIR/MAINT. SP	5990	3100	57	115	2928	83.3	3.7	2,962-	95.5-
702		REPAIR & MAINTENANCE		36350	252	16363	19735	83.3	45.0	16,714-	45.9-
		REPR PARTS/SUPPLIES									
		REPR/MAINT SPL-EATON S	5991 01								
		REPR/MAINT SPL-DOWNTOW	5991 02	99429		35096	64333	83.3	35.2	57,313-	57.6-
		REPR SPLY-STORMS	5995								
		8/29/05-HURRICANE KAT	5995 01								
		9/1/08-HURRICANE GUST	5995 02								
		REPR SPLY-STORMS									
		8/29/05 STORM SUPPLIES	5996								
		8/29 CHEMICALS PW8226	5996 01								
		8/29 ALLIED BLD PW340	5996 02								
		8/29/05 STORM SUPPL									
		REPR PARTS/SUPPLIES		99429		35096	64333	83.3	35.2	57,313-	57.6-
2509		SUPPLIES AND EXPENSES		186929	2,104	79417	105408	83.3	42.4	91,628-	49.0-
		PROFESSIONAL SERVICES									
		DEMOLITION	6013								
		ENGINEERING	6015								
		PROFESSIONAL SERVICE									
310		COMMUNICATIONS									
		TELEPHONE AND TELEGRAP	6060	2200		3460	1260-	83.3	157.2	1,952	88.7
310		COMMUNICATIONS		2200		3460	1260-	83.3	157.2	1,952	88.7
		TRANSPORTATION									
		TRAVEL EXPENSE	6110	1000			1000	83.3		1,000-	100.0-
		FREIGHT	6120								
		TRANSPORTATION		1000			1000	83.3		1,000-	100.0-
		ADVERTISING									
		ADVERTISING	6150								
		ADVERTISING									
		INSURANCE									
		AUTOMOBILE INSURANCE	6265								

	INSURANCE									
	UTILITIES									
	GAS	6300								
348	ELECTRICITY	6305	1500		2717	1217-	83.3	181.1	1,760	117.3
348	UTILITIES		1500		2717	1217-	83.3	181.1	1,760	117.3
	REPR/MAINT-OUTSIDE LABO									
	8/29/05 FACILITY REPRS	6351								
	8/29 TEMP ROOFS PW733	6351 01								
	8/29 ZOO ED CTR PW342	6351 02								
	8/29 AIRPORT PW2275	6351 03								
	8/29 ZOO GAZEBO PW194	6351 04								
	8/29 TRAIN DEP.PW1166	6351 05								
	8/29 BURGR ROOF PW510	6351 06								
	8/29 AIRPORT PW6184	6351 07								
	8/29 P&F TRNG PW5158	6351 08								
	8/29 MAIN ROOF PW4465	6351 09								
	8/29 CONCESS RF PW447	6351 10								
	8/29 P&F TRNG PW5136	6351 11								
	8/29 SEWERS PW220	6351 12								
	8/29 WATER PW6379	6351 13								
	8/29 PLT 2 PW3427	6351 14								
	8/29 HPD PW474	6351 15								
	8/29 FIRE STA PW8294	6351 16								
	8/29 DAHMER PW1298	6351 17								
	8/29 DAHMER PW738	6351 18								
	8/29 DAHMER PW1269	6351 19								
	8/29 FIRE STA#8 PW444	6351 20								
	8/29 SOFTBALL PW736	6351 21								
	8/29 CAMERON FL PW730	6351 22								
	8/29 GARDEN CTR PW176	6351 23								
	8/29 AIRPORT PW3411	6351 24								
	8/29 AIRPORT PW3459	6351 25								
	8/29 CITY HALL PW1325	6351 26								
	8/29 LAGOON PW712	6351 27								
	8/29 TIMBERTON PW719	6351 28								
	8/29 HIGHLAND PW717	6351 29								
	8/29 TENNIS ROOF PW72	6351 30								
	8/29 AVIARY EXH PW742	6351 31								
	8/29 P&F ACA RF PW419	6351 32								
	8/29 COMPUTER6259/512	6351 33								
	8/29 WTR/SWR PW5492	6351 34								
	8/29 ROOF5492/295/117	6351 35								
	8/29 SPILLWAY PW7763	6351 36								
	8/29 PUB SER FAC PW48	6351 37								
	8/29 TRAF/CONST PW790	6351 38								
	8/29 CUL CTR RF PW332	6351 39								
	8/29/05 FACILITY RE									
	8/29/05 STORM REPAIRS	6353								
	8/29/05 INFRAST REPRS	6354								

8/29 TREE HAZ PW4667 6354 01
 8/29 ROE PW 4667 6354 02
 8/29 TRAFFIC SIGNS,SI 6354 03
 8/29 NRCS DITCH CLEAR 6354 04
 8/29 STREET REPAIRS 6354 05
 8/29 LAGOON REPR WORK 6354 06
 8/29 DEBRIS REMOVAL 6354 07
 8/29 EMER SIGN INV & 6354 08
 8/29 ROAD ASSESS & EN 6354 09
 8/29 TRAF SIGNS PW508 6354 10
 8/29 GENERATRS PW225- 6354 11
 8/29 GENERATORS PW701 6354 12
 8/29 BANK STABL PWXXX 6354 13

-----	8/29/05 INFRAST REP	-----	-----	-----	-----	-----	-----	-----
	STREETS & STRUCTURES R 6360							
	OFFICE EQUIPMENT R&M 6365							
	MINOR EQUIPMENT R&M 6382							
	GENERATOR R&M 6383	130000		25358	104642	83.3	19.5	99,570- 76.5-
	MOTOR VEHICLE EQ. R&M 6384	3000		3272	272-	83.3	109.0	926 30.8
144	AGRICULTURAL EQ. R&M 6387							
	COMMUNICATION EQ. R&M 6390	1000		144	856	83.3	14.4	827- 82.7-
	DOWNTOWN LIGHTS R&M 6391	5432		1432	4000	83.3	26.3	3,713- 68.3-
	DISINFECT./EXTERMINATI 6394	200			200	83.3		200- 100.0-
	REPRS/MAINT-EATON SCHL 6395							
	TOW IN CHARGES 6398	200			200	83.3		200- 100.0-
	OTHER REPAIRS AND MAIN 6399	800			800	83.3		800- 100.0-
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144	REPR/MAINT-OUTSIDE L	140632		30205	110427	83.3	21.4	104,386- 74.2-
	RENTALS							
	LAND RENT 6400							
	MACHINERY RENT 6420							
	CYLINDER RENT 6425	550		119	431	83.3	21.6	407- 74.0-
	UNIFORM RENT 6430	3350		3006	344	83.3	89.7	257 7.6
	OTHER RENT 6449	200			200	83.3		200- 100.0-
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	RENTALS	4100		3125	975	83.3	76.2	350- 8.5-
	OTHER SERVICES & CHARGE							
	DUES AND MEMBERSHIPS 6840							
	REGISTRATION FEE/TUITI 6845							
	SERVICES NOT SPECIFIED 6999							
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	OTHER SERVICES & CHA							
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802	OTHER SERVICES & CHAR	149432		39507	109925	83.3	26.4	102,023- 68.2-
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	LAND							
	EASEMENTS 7010							
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	LAND							
	BUILDING/BLD IMPROVEMEN							
	BUILDINGS 7100							

4TH ST EMP MED CLINIC	7100	01							
EUREKA SCHOOL	7100	03							
BURGER BUILDING	7100	04							
SAFE ROOMS-MEMA GRANT	7100	25							

BUILDINGS									
BUILDING IMPROVEMENTS	7150								
STORAGE BUILDING	7150	33							
EATON SCHL ROOF/CLG P	7150	38							

BUILDING IMPROVEMEN									

BUILDING/BLD IMPROVE									
IMPROVEMENT OTHER THAN									
DRAINS	7215								
OTHER IMPROVEMENTS	7295								
EAST JERUSALEM COMM C	7295	07							

OTHER IMPROVEMENTS									

IMPROVEMENT OTHER TH									
MACHINERY AND EQUIPMENT									
8/29/05 STORM EQUIP	7302								
OFFICE FURN/EQUIP.	7325								
DATA PROCESSING EQUIP.	7327								
AGRICULTURAL EQUIPMENT	7335								
CONSTRUCTION EQUIPMENT	7345								
COMMUNICATION EQUIPMEN	7355								
PIPE	7370								
OTHER EQUIPMENT	7399		25000		15118	9882	83.3	60.4	6,858- 27.4-

MACHINERY AND EQUIPM			25000		15118	9882	83.3	60.4	6,858- 27.4-
VEHICLES									
AUTOMOBILES	7400								
PICK UP TRUCKS	7420								
DUMP TRUCKS	7440								

VEHICLES									

CAPITAL OUTLAY			25000		15118	9882	83.3	60.4	6,858- 27.4-

58827 EXPENDITURES			1085231	2,104	672825	410302	83.3	61.9	277,841- 25.6-

001220 - GENERAL FUND-SANITATION DIV.

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
65703	REGULAR WAGES 4000	910002		711154	198848	83.3 78.1	56,617-	6.2-
	DISASTER RECOVERY WAGE 4010							
2984	OVERTIME 4300	21000		14512	6488	83.3 69.1	3,585-	17.0-
	DISASTER RECOVERY OVER 4310							
68687	SALARIES	931002		725666	205337	83.3 77.9	60,202-	6.4-
EMPLOYEE BENEFITS								
10818	STATE RETIREMENT 4600	146632		114292	32340	83.3 77.9	9,481-	6.4-
5157	F.I.C.A. TAXES 4700	71223		54572	16651	83.3 76.6	5,736-	8.0-
29400	HOSPITALIZATION INS. 4800	216000		170667	45333	83.3 79.0	11,199-	5.1-
	UNEMPLOYMENT BENEFITS 4900	5000		13-	5013	83.3 .2	4,984-	99.6-
	WORKMAN'S COMPENSATION 4910	90368			90368	83.3	90,368-	100.0-
45376	EMPLOYEE BENEFITS	529223		339519	189704	83.3 64.1	121,800-	23.0-
114063	PERSONAL SERVICES	1460225		1065184	395041	83.3 72.9	182,004-	12.4-
OFFICE SUPPLIES								
	OTHER EXPENDABLE OFF.S 5010	1700		1077	623	83.3 63.3	407-	23.9-
	MINOR OFFICE EQUIP/FUR 5020	2250		92	2158	83.3 4.0	2,139-	95.0-
	BOOKS 5070							
	OFFICE SUPPLIES	3950		1169	2781	83.3 29.5	2,547-	64.4-
OPERATING SUPPLIES								
	CLEANING/JANITORIAL SP 5100	2150		2130	20	83.3 99.0	406	18.8
28-	HOUSEHOLD SUPPLIES 5110			36-	36		43	
	FOOD 5115							
	MEDICAL SUPPLIES 5120							
15000	CHEMICALS 5130	16000		15000	1000	83.3 93.7	2,000	12.5
499	GAS AND OIL 5250	21500		13570	7930	83.3 63.1	5,216-	24.2-
	NATURAL GAS FUEL 5252							
	LUBRICANTS 5255	3196		696	2500	83.3 21.7	2,360-	73.8-
11087	DIESEL FUEL 5257	114470		85584	28886	83.3 74.7	11,769-	10.2-
	DIESEL FUEL-RECYCLING 5257 01							
175	WEARING APPAREL 5355	700		656	44	83.3 93.7	87	12.4
	CONCRETE, CEMENT, ETC. 5405							
	HORT./LANDSCAPING SPLY 5440							
150	HAND TOOLS 5450	1000		349	651	83.3 34.9	581-	58.1-
4590	MINOR EQUIPMENT 5460	31000	22,664	7887	449	83.3 25.4	21,535-	69.4-
188	OTHER OPERATING MATL/S 5590	7400		7212	188	83.3 97.4	1,254	16.9
	OTHER OPERATING SPLY-R 5590 01	2920			2920	83.3	2,920-	100.0-
31661	OPERATING SUPPLIES	200336	22,664	133048	44624	83.3 66.4	40,678-	20.3-

	REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S 5600	1000			1000	83.3		1,000-	100.0-
	ELECTRICAL SUPPLIES 5605	1300			1300	83.3		1,300-	100.0-
	PLUMBING SUPPLIES 5610								
	STRUCTURAL STEEL & IRO 5620								
	PAINT AND PAINTING SPL 5650								
6281	MTR VEHICLE REP. PTS/S 5700	104356	1,159	95785	7412	83.3	91.7	10,586	10.1
	COMMUNICATION REPAIR P 5750	200			200	83.3		200-	100.0-
	EXPENDABLE WELDING SPL 5770								
	MINOR COMPUTER EQUIP. 5800								
	OTHER REPAIR/MAINT. SP 5990								
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6281	REPAIR & MAINTENANCE	106856	1,159	95785	9912	83.3	89.6	8,086	7.5
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37942	SUPPLIES AND EXPENSES	311142	23,823	230003	57316	83.3	73.9	35,138-	11.2-
	PROFESSIONAL SERVICES								
	ENGINEERING 6015								
	CONSULTANT SERV/SURVEY 6020								
	OTHER PROFESSIONAL SER 6049	4950		3175	1775	83.3	64.1	1,140-	23.0-
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	PROFESSIONAL SERVICE	4950		3175	1775	83.3	64.1	1,140-	23.0-
	COMMUNICATIONS								
	TELEPHONE AND TELEGRAP 6060								
	POSTAGE 6070								
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	COMMUNICATIONS								
	TRANSPORTATION								
	TRAVEL EXPENSE 6110								
44	FREIGHT 6120	200		44	156	83.3	22.0	147-	73.5-
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44	TRANSPORTATION	200		44	156	83.3	22.0	147-	73.5-
	ADVERTISING								
	ADVERTISING 6150								
41	ADVERTISING-RECYCLING 6150 01	11250	835	5372	5043	83.3	47.7	4,803-	42.6-
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41	ADVERTISING	11250	835	5372	5043	83.3	47.7	4,803-	42.6-
	PRINTING AND BINDING								
	FILM PROCESSING 6240								
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	PRINTING AND BINDING								
	INSURANCE								
	PUBLIC LIAB/PROPERTY D 6255								
	AUTOMOBILE INSURANCE 6265								
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	INSURANCE								
	UTILITIES								
	ELECTRICITY 6305	8000		5053	2947	83.3	63.1	1,936-	24.2-
	WATER 6315								
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551	UTILITIES	8000		5053	2947	83.3	63.1	1,936-	24.2-
	REPR/MAINT-OUTSIDE LABO								

	PLUMBING EQUIPMENT R&M	6357							
	OFFICE EQUIPMENT R&M	6365							
	FIXED EQUIPMENT R&M	6380	1000			1000	83.3	1,000-	100.0-
	MINOR EQUIPMENT R&M	6382	5000			5000	83.3	5,000-	100.0-
1101	MOTOR VEHICLE EQ. R&M	6384	95398	3,674	30884	60840	83.3 32.3	58,337-	61.1-
	COMMUNICATION EQ. R&M	6390							
	DISINFECT./EXTERMINATI	6394	50		50		83.3 100.0	10	20.0
	TOW IN CHARGES	6398	5000		250	4750	83.3 5.0	4,700-	94.0-
	OTHER REPAIRS AND MAIN	6399	1800		117	1683	83.3 6.5	1,659-	92.1-
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1101	REPR/MAINT-OUTSIDE L		108248	3,674	31302	73272	83.3 28.9	70,685-	65.2-
	RENTALS								
	LAND RENT	6400							
608	UNIFORM RENT	6430	11000		7116	3884	83.3 64.6	2,460-	22.3-
67	MOP-MAT-RAG RENT	6435	1000		733	267	83.3 73.3	120-	12.0-
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675	RENTALS		12000		7849	4151	83.3 65.4	2,581-	21.5-
	OTHER SERVICES & CHARGE								
55183	TIPPING FEES	6880	750000		512128	237872	83.3 68.2	135,446-	18.0-
	TIPPING/DISPOSAL OTHER	6885	135000		132462	2538	83.3 98.1	23,954	17.7
	RECYCLING FEES	6890	172500		830	171670	83.3 .4	171,504-	99.4-
	SERVICES NOT SPECIFIED	6999							
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55183	OTHER SERVICES & CHA		1057500		645419	412081	83.3 61.0	282,997-	26.7-
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57594	OTHER SERVICES & CHAR		1202148	4,509	698213	499426	83.3 58.0	364,292-	30.3-
	LAND								
	LEASEHOLDS	7020							
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	LAND								
	BUILDING/BLD IMPROVEMEN								
	BUILDINGS	7100							
	PUB.SERV./SANITA.BLDG	7100 18							
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	BUILDINGS								
	BUILDING IMPROVEMENTS	7150							
	PUB.SERV./SANITA.BLDG	7150 38							
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	BUILDING IMPROVEMEN								
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	BUILDING/BLD IMPROVE								
	IMPROVEMENT OTHER THAN								
	OTHER IMPROVEMENTS	7295							
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	IMPROVEMENT OTHER TH								
	MACHINERY AND EQUIPMENT								
	OFFICE FURN/EQUIP.	7325							
	PLANT EQUIPMENT	7340							
	COMMUNICATION EQUIPMEN	7355							
	OTHER EQUIPMENT	7399							
	OTHER EQUIPMENT-RECYCL	7399 01							

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	MACHINERY AND EQUIPM								
	VEHICLES								
	PICK UP TRUCKS	7420							
	HEAVY TRUCKS	7430							
	SANITATION TRUCKS	7460							
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	VEHICLES								
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	CAPITAL OUTLAY								
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209599	EXPENDITURES	2973515	28,332	1993400	951783	83.3	67.0	581,435-	19.5-

001221 - GENERAL FUND-STREET CLEANING

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN	ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES									
4008	REGULAR WAGES 4000	52104		24809	27295	83.3	47.6	22,333-	42.8-
	DISASTER RECOVERY WAGE 4010								
325	OVERTIME 4300	2500		842	1658	83.3	33.6	1,489-	59.5-
	DISASTER RECOVERY OVER 4310								
4333	SALARIES	54604		25650	28954	83.3	46.9	23,824-	43.6-
EMPLOYEE BENEFITS									
682	STATE RETIREMENT 4600	8600		4040	4560	83.3	46.9	3,752-	43.6-
331	F.I.C.A. TAXES 4700	4180		1954	2226	83.3	46.7	1,835-	43.8-
900	HOSPITALIZATION INS. 4800	12000		10264	1736	83.3	85.5	316	2.6
	UNEMPLOYMENT BENEFITS 4900								
	WORKMAN'S COMPENSATION 4910	2193			2193	83.3		2,193-	100.0-
1913	EMPLOYEE BENEFITS	26973		16258	10715	83.3	60.2	7,463-	27.6-
6246	PERSONAL SERVICES	81577		41909	39668	83.3	51.3	31,286-	38.3-
OPERATING SUPPLIES									
	GAS AND OIL 5250								
	LUBRICANTS 5255								
371	DIESEL FUEL 5257	7200		3463	3737	83.3	48.0	3,044-	42.2-
	WEARING APPAREL 5355								
	HAND TOOLS 5450								
	MINOR EQUIPMENT 5460								
	OTHER OPERATING MATL/S 5590								
371	OPERATING SUPPLIES	7200		3463	3737	83.3	48.0	3,044-	42.2-
REPAIR & MAINTENANCE SP									
	PAINT AND PAINTING SPL 5650								
	MTR VEHICLE REP. PTS/S 5700	12000	2,349	8987	665	83.3	74.8	1,215-	10.1-
	REPAIR & MAINTENANCE	12000	2,349	8987	665	83.3	74.8	1,215-	10.1-
371	SUPPLIES AND EXPENSES	19200	2,349	12450	4401	83.3	64.8	4,260-	22.1-
TRANSPORTATION									
	FREIGHT 6120	200	80	60	60	83.3	30.0	128-	64.0-
	TRANSPORTATION	200	80	60	60	83.3	30.0	128-	64.0-
ADVERTISING									
	ADVERTISING 6150								
ADVERTISING									

INSURANCE								
PUBLIC LIAB/PROPERTY D 6255								
AUTOMOBILE INSURANCE 6265								

INSURANCE								
REPR/MAINT-OUTSIDE LABO								
MOTOR VEHICLE EQ. R&M 6384	3000			3000	83.3		3,000-	100.0-
COMMUNICATION EQ. R&M 6390								
TOW IN CHARGES 6398	500			500	83.3		500-	100.0-

REPR/MAINT-OUTSIDE L	3500			3500	83.3		3,500-	100.0-
RENTALS								
UNIFORM RENT 6430	900			900	83.3		900-	100.0-

RENTALS	900			900	83.3		900-	100.0-
OTHER SERVICES & CHARGE								
SERVICES NOT SPECIFIED 6999								

OTHER SERVICES & CHA								

OTHER SERVICES & CHAR	4600	80	60	4460	83.3	1.3	4,528-	98.4-

BUILDING/BLD IMPROVEMEN								
BUILDINGS 7100								
PUB.SERV./SANITA.BLDG 7100 18								

BUILDINGS								

BUILDING/BLD IMPROVE								
VEHICLES								
PICK UP TRUCKS 7420								
HEAVY TRUCKS 7430								
SPECIAL TRUCKS 7450								

VEHICLES								

CAPITAL OUTLAY								

6617 EXPENDITURES	105377	2,429	54419	48530	83.3	51.6	40,074-	38.0-

001250 - GENERAL FUND-HEALTH DIVISION

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
23364	REGULAR WAGES 4000	304506		244435	60071	83.3 80.2	11,184-	3.6-
	DISASTER RECOVERY WAGE 4010							
1227	OVERTIME 4300	10000		4747	5253	83.3 47.4	4,303-	43.0-
	DISASTER RECOVERY OVER 4310							
24591	SALARIES	314506		249182	65324	83.3 79.2	15,487-	4.9-
EMPLOYEE BENEFITS								
3873	STATE RETIREMENT 4600	49540		39246	10294	83.3 79.2	2,444-	4.9-
1872	F.I.C.A. TAXES 4700	24060		18971	5089	83.3 78.8	1,294-	5.3-
5950	HOSPITALIZATION INS. 4800	72000		56656	15344	83.3 78.6	4,012-	5.5-
359-	UNEMPLOYMENT BENEFITS 4900	3500		216-	3716	83.3 6.1	3,240-	92.5-
	WORKMAN'S COMPENSATION 4910	14330			14330	83.3	14,330-	100.0-
11336	EMPLOYEE BENEFITS	163430		114657	48773	83.3 70.1	25,841-	15.8-
35927	PERSONAL SERVICES	477936		363839	114097	83.3 76.1	41,329-	8.6-
OFFICE SUPPLIES								
OTHER EXPENDABLE OFF.S 5010								
OFFICE SUPPLIES								
OPERATING SUPPLIES								
	MEDICAL SUPPLIES 5120							
4734	CHEMICALS 5130	113000	2,250	103642	7108	83.3 91.7	11,370	10.0
	CHEMICALS-MOSQUITO GRA 5135							
3148	GAS AND OIL 5250	21200		17113	4087	83.3 80.7	664-	3.1-
	LUBRICANTS 5255							
819	DIESEL FUEL 5257	3300		2138	1162	83.3 64.7	734-	22.2-
	OTHER FUEL 5260							
	WEARING APPAREL 5355	700		300	400	83.3 42.8	340-	48.5-
	HAND TOOLS 5450	1000		741	259	83.3 74.1	110-	11.0-
	MINOR EQUIPMENT 5460	1350		769	581	83.3 56.9	427-	31.6-
	HAZ.MAT SUP-DOMESTIC P 5466							
	OTHER OPERATING MATL/S 5590	1700		1502	198	83.3 88.3	102	6.0
8701	OPERATING SUPPLIES	142250	2,250	126204	13796	83.3 88.7	9,194	6.4
REPAIR & MAINTENANCE SP								
	ELECTRICAL SUPPLIES 5605							
	PLUMBING SUPPLIES 5610							
	PAINT AND PAINTING SPL 5650							
835	MTR VEHICLE REP. PTS/S 5700	8450	30	8007	414	83.3 94.7	1,158	13.7
	COMMUNICATION REPAIR P 5750							
	AGRICLTRL REPAIR PTS/S 5755	300		271	29	83.3 90.3	25	8.3

835	REPAIR & MAINTENANCE	8750	30	8277	443	83.3	94.5	1,182	13.5
9536	SUPPLIES AND EXPENSES	151000	2,280	134481	14239	83.3	89.0	10,377	6.8
	PROFESSIONAL SERVICES								
	OTHER PROFESSIONAL SER 6049								
	PROFESSIONAL SERVICE								
	TRANSPORTATION								
	TRAVEL EXPENSE 6110								
	TRVL EXP-MOSQUITO GRAN 6111								
	FREIGHT 6120								
	TRANSPORTATION								
	ADVERTISING								
	ADVERTISING 6150								
	ADVERTISING								
	PRINTING AND BINDING								
	PRINTING-GRANT RELATED 6202								
	PRINTING AND BINDING								
	INSURANCE								
	PUBLIC LIAB/PROPERTY D 6255								
	AUTOMOBILE INSURANCE 6265								
	INSURANCE								
	REPR/MAINT-OUTSIDE LABO								
	MINOR EQUIPMENT R&M 6382	1600			1600	83.3		1,600-	100.0-
	MOTOR VEHICLE EQ. R&M 6384	2200	811	692	697	83.3	31.4	1,369-	62.2-
	AGRICULTURAL EQ. R&M 6387	400			400	83.3		400-	100.0-
	COMMUNICATION EQ. R&M 6390	800			800	83.3		800-	100.0-
	TOW IN CHARGES 6398	200		70	130	83.3	35.0	116-	58.0-
	REPR/MAINT-OUTSIDE L	5200	811	762	3627	83.3	14.6	4,285-	82.4-
	RENTALS								
255	UNIFORM RENT 6430	2500		2388	112	83.3	95.5	365	14.6
255	RENTALS	2500		2388	112	83.3	95.5	365	14.6
	OTHER SERVICES & CHARGE								
	REGISTRATION FEE/TUITI 6845	1000		75	925	83.3	7.5	910-	91.0-
	SERVICES NOT SPECIFIED 6999								
	OTHER SERVICES & CHA	1000		75	925	83.3	7.5	910-	91.0-
255	OTHER SERVICES & CHAR	8700	811	3224	4665	83.3	37.0	4,831-	55.5-
	MACHINERY AND EQUIPMENT								
	AGRICULTURAL EQUIPMENT 7335								
	EQUIP-MOSQUITO GRANT 7377								
	OTHER EQUIPMENT 7399	55000		47010	7990	83.3	85.4	1,412	2.5

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	MACHINERY AND EQUIPM	55000		47010	7990	83.3	85.4	1,412	2.5
	VEHICLES								
	PICK UP TRUCKS 7420								
	DUMP TRUCKS 7440								
	SPECIAL TRUCKS 7450								
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	VEHICLES								
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	CAPITAL OUTLAY	55000		47010	7990	83.3	85.4	1,412	2.5
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45717	EXPENDITURES	692636	3,091	548555	140990	83.3	79.1	34,370-	4.9-

001260 - GENERAL FUND-ANIMAL CONTROL

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
6978	REGULAR WAGES 4000	101574		84798	16776	83.3 83.4	183	.1
	DISASTER RECOVERY WAGE 4010							
108	OVERTIME 4300	2000		1696	304	83.3 84.8	35	1.7
	DISASTER RECOVERY OVER 4310							
7086	SALARIES	103574		86495	17079	83.3 83.5	220	.2
EMPLOYEE BENEFITS								
1116	STATE RETIREMENT 4600	16320		13623	2697	83.3 83.4	27	.1
530	F.I.C.A. TAXES 4700	7930		6513	1417	83.3 82.1	114-	1.4-
1800	HOSPITALIZATION INS. 4800	24000		19752	4248	83.3 82.3	297-	1.2-
	UNEMPLOYMENT BENEFITS 4900	4180			4180	83.3	4,180-	100.0-
	WORKMAN'S COMPENSATION 4910	1378			1378	83.3	1,378-	100.0-
3446	EMPLOYEE BENEFITS	53808		39888	13920	83.3 74.1	5,942-	11.0-
10532	PERSONAL SERVICES	157382		126383	30999	83.3 80.3	5,722-	3.6-
OFFICE SUPPLIES								
	PAPER 5003							
	PRINTED FORMS 5005							
	OTHER EXPENDABLE OFF.S 5010	100		72	28	83.3 72.0	13-	13.0-
	MINOR OFFICE EQUIP/FUR 5020							
	PHOTO SUPPLIES 5040							
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070							
	COMPUTER SUPPLIES 5080	100		67	33	83.3 67.0	19-	19.0-
	OFFICE SUPPLIES	200		139	61	83.3 69.5	33-	16.5-
OPERATING SUPPLIES								
	CLEANING/JANITORIAL SP 5100							
	HOUSEHOLD SUPPLIES 5110							
	FOOD 5115							
	MEDICAL SUPPLIES 5120							
	CHEMICALS 5130							
545	GAS AND OIL 5250	13000		5803	7197	83.3 44.6	6,036-	46.4-
	LUBRICANTS 5255							
	WEARING APPAREL 5355	2000		1223	777	83.3 61.1	532-	26.6-
	HORT./LANDSCAPING SPLY 5440							
	HAND TOOLS 5450							
	MINOR EQUIPMENT 5460	1200	884	218	98	83.3 18.1	938-	78.1-
	OTHER OPERATING MATL/S 5590	500		497	3	83.3 99.4	96	19.2
545	OPERATING SUPPLIES	16700	884	7741	8075	83.3 46.3	7,410-	44.3-

	REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S	5600							
	ELECTRICAL SUPPLIES	5605							
	PLUMBING SUPPLIES	5610							
	STRUCTURAL STEEL & IRO	5620							
	PAINT AND PAINTING SPL	5650							
	MTR VEHICLE REP. PTS/S	5700	3500		533	2967	83.3	15.2	2,860- 81.7-
	COMMUNICATION REPAIR P	5750							
	OTHER REPAIR/MAINT. SP	5990							
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	REPAIR & MAINTENANCE		3500		533	2967	83.3	15.2	2,860- 81.7-
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545	SUPPLIES AND EXPENSES		20400	884	8413	11103	83.3	41.2	10,304- 50.5-
	PROFESSIONAL SERVICES								
	VETERINARIAN	6030	2000			2000	83.3		2,000- 100.0-
	OTHER PROFESSIONAL SER	6049							
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	PROFESSIONAL SERVICE		2000			2000	83.3		2,000- 100.0-
	COMMUNICATIONS								
32	TELEPHONE AND TELEGRAP	6060	500		288	212	83.3	57.6	154- 30.8-
	POSTAGE	6070							
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32	COMMUNICATIONS		500		288	212	83.3	57.6	154- 30.8-
	TRANSPORTATION								
	TRAVEL EXPENSE	6110	800			800	83.3		800- 100.0-
	FREIGHT	6120							
	MESSENGER/EXPRESS SERV	6130							
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	TRANSPORTATION		800			800	83.3		800- 100.0-
	ADVERTISING								
	ADVERTISING	6150							
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	ADVERTISING								
	PRINTING AND BINDING								
200	PRINTING	6200	200		200		83.3	100.0	40 20.0
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200	PRINTING AND BINDING		200		200		83.3	100.0	40 20.0
	INSURANCE								
	AUTOMOBILE INSURANCE	6265							
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	INSURANCE								
	REPR/MAINT-OUTSIDE LABO								
	BUILDING R&M	6350							
	ELECTRICAL R&M	6355							
	PLUMBING EQUIPMENT R&M	6357							
	OFFICE EQUIPMENT R&M	6365							
	HOUSEHOLD EQUIPMENT R&	6370							
	FIXED EQUIPMENT R&M	6380							
	MINOR EQUIPMENT R&M	6382							
50	MOTOR VEHICLE EQ. R&M	6384	1400		200	1200	83.3	14.2	1,160- 82.8-
	COMMUNICATION EQ. R&M	6390							

	CLEANING AND PAINTING	6392							
	DISINFECT./EXTERMINATI	6394							
	SIGN PAINTING	6396							
	TOW IN CHARGES	6398	100		100	83.3		100-	100.0-
	OTHER REPAIRS AND MAIN	6399							
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50	REPR/MAINT-OUTSIDE L		1500		200	1300	83.3 13.3	1,260-	84.0-
	RENTALS								
	OTHER RENT	6449							
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	RENTALS								
	OTHER SERVICES & CHARGE								
	DUES AND MEMBERSHIPS	6840	125		125		83.3 100.0	25	20.0
	REGISTRATION FEE/TUITI	6845							
9716	SERVICES NOT SPECIFIED	6999	119758		107667	12091	83.3 89.9	9,442	7.8
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9716	OTHER SERVICES & CHA		119883		107792	12091	83.3 89.9	9,467	7.8
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9998	OTHER SERVICES & CHAR		124883		108480	16403	83.3 86.8	5,293	4.2
	MACHINERY AND EQUIPMENT								
	HOUSEHOLD FURN/EQUIP.	7320							
	OFFICE FURN/EQUIP.	7325							
	DATA PROCESSING EQUIP.	7327							
	COMMUNICATION EQUIPMEN	7355							
	OTHER EQUIPMENT	7399							
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	MACHINERY AND EQUIPM								
	VEHICLES								
	AUTOMOBILES	7400							
	PICK UP TRUCKS	7420	44000		43847	153	83.3 99.6	8,616	19.5
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	VEHICLES		44000		43847	153	83.3 99.6	8,616	19.5
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	CAPITAL OUTLAY		44000		43847	153	83.3 99.6	8,616	19.5
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21075	EXPENDITURES		346665	884	287123	58659	83.3 82.8	2,117-	.6-

001280 - GENERAL FUND-HUMAN/SOC.ASST

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
OTHER SERVICES & CHARGE								
CONTRIBUTIONS	6820							
SEXUAL ASSUALT CRISIS	6820 04							
P.A.C.E.	6820 05							
INTERACTION FACTORY	6820 06							
DOMESTIC ABUSE FAMILY	6820 07	3500			3500	83.3	3,500-	100.0-
FORREST CTY. HEALTH D	6820 08							
NAT'L.GUARD ARMORY	6820 09							
COUNCIL ON AGING	6820 10							
BOY SCOUTS OF AMERICA	6820 11							
PINE BELT MENTAL HEAL	6820 12							
H'BURG. CONCERT BAND	6820 13							
LIVESTOCK SHOW	6820 14							
COURT APP'T SPEC.ADVO	6820 15							
H'BURG.ED.LITERACY PR	6820 16							
D.R.E.A.M.	6820 17							
SALVATION ARMY BOYS/G	6820 18							
H'BURG.ED.FOUNDATION	6820 19							
N.E.E.D.S.	6820 20							
CENTER FOR GIFTED STU	6820 21							
RAILS TO TRAILS	6820 22	106000		104433	1567	83.3 98.5	19,319	18.2
CTR FOR CHILD ABUSE P	6820 23	5000			5000	83.3	5,000-	100.0-
SO.CTRL.MS.AMER.RED C	6820 24	2500		2500		83.3 100.0	500	20.0
UNIFIED NEIGHBORHOOD	6820 25							
GULF PINES GIRL SCOUT	6820 26							
USM COMM.SERVICE LEAR	6820 27							
BIG BRO/BIG SIS OF SE	6820 28							
HBRG CIVIC CHORUS/CON	6820 29							
MS HOLIDAY SPECTACULA	6820 30							
CORNERSTONE PROJECT	6820 31							
SALVATION ARMY	6820 32							
SO MS CHILDREN'S CTR	6820 33							
CHRISTIAN SERVICES	6820 34							
USM/DISABILITY STUDIE	6820 35							
NEW TEST.YOUTH SAFE H	6820 36							
USM/SYMPHONY	6820 37	50000		50000		83.3 100.0	10,000	20.0
USM/DUBARD SCHOOL	6820 38							
GREATER H'BURG COMMUN	6820 39							
WORLD CHANGERS	6820 40							
H'BURG PUBLIC SCHOOLS	6820 41							
FLINT MICHIGAN WATER	6820 42							
UNALLOCATED CONTRIBUT	6820 99	35000		35000		83.3 100.0	7,000	20.0
CONTRIBUTIONS		202000		191933	10067	83.3 95.0	28,319	14.0

-----	OTHER SERVICES & CHA	-----	-----	-----	-----	-----	-----	-----	-----
		202000		191933	10067	83.3	95.0	28,319	14.0
-----	OTHER SERVICES & CHAR	-----	-----	-----	-----	-----	-----	-----	-----
		202000		191933	10067	83.3	95.0	28,319	14.0
-----	EXPENDITURES	-----	-----	-----	-----	-----	-----	-----	-----
		202000		191933	10067	83.3	95.0	28,319	14.0

001402 - GENERAL FUND-ECONOMIC DEV.

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
PROFESSIONAL SERVICES								
OTHER PROFESSIONAL SER 6049								
-----		-----	-----	-----	-----	-----	-----	-----
PROFESSIONAL SERVICE								
TRANSPORTATION								
TRAVEL-ALL AMER.CITY A 6110								
-----		-----	-----	-----	-----	-----	-----	-----
TRANSPORTATION								
REPR/MAINT-OUTSIDE LABO								
BUILDING R&M 6350								
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REPR/MAINT-OUTSIDE L								
OTHER SERVICES & CHARGE								
CONTRIBUTIONS 6820								
FCIPC/AREA DEV. PRTNR 6820 01								
		200000		150000	50000	83.3 75.0	20,000-	10.0-
PRCC TECH CENTER 6820 02								
FCIPC/ECONOMIC DEVEL. 6820 03								
H'BURG DOWNTOWN ASSN 6820 37								
		30000		30000		83.3 100.0	6,000	20.0
CAMP SHELBY STUDY 6820 45								
PHWD-FEASIBILITY STUD 6820 50								
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CONTRIBUTIONS								
		230000		180000	50000	83.3 78.2	14,000-	6.0-
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OTHER SERVICES & CHA								
		230000		180000	50000	83.3 78.2	14,000-	6.0-
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OTHER SERVICES & CHAR								
		230000		180000	50000	83.3 78.2	14,000-	6.0-
BUILDING/BLD IMPROVEMEN								
BUILDING IMPROVEMENTS 7150								
DOWNTOWN PROJ-OLD LIB 7150 14								
DEPOT PROJECT 7150 15								
HUB CITY LOFTS PROJEC 7150 41								
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BUILDING IMPROVEMEN								
-----		-----	-----	-----	-----	-----	-----	-----
BUILDING/BLD IMPROVE								
VEHICLES								
TROLLEYS 7415								
-----		-----	-----	-----	-----	-----	-----	-----
VEHICLES								
-----		-----	-----	-----	-----	-----	-----	-----
CAPITAL OUTLAY								
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EXPENDITURES								
		230000		180000	50000	83.3 78.2	14,000-	6.0-

001460 - GENERAL FUND-CAPITAL LEASES

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	NOTE PRINCIPAL							
	2005 STORM NOTE 8205							
	SAENGER SERIES 1999 NO 8220							
	MDB CAPITAL PROJECTS 8223							
	MDB-DEPOT PROJ 8223 01							
	MDB-WTR/SWR LINES 8223 02							
	MDB-HPD RENOVATION 8223 03							
	MDB-592 PROG 2001A PO 8223 04							
	MDB-FIRE STA #1 8223 05							
1797	MDB-CHURCH PROJ 8223 06	21564		17969	3595	83.3 83.3	1-	
	MDB-4TH ST WIDENING 8223 07							
	MDB-CHAIN PARK 8223 08							
14540	MDB-HUB CITY LOFTS 8223 09	87000		72216	14784	83.3 83.0	340-	.3-
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16336	MDB CAPITAL PROJECT	108564		90185	18379	83.3 83.0	342-	.3-
	W&S USA YEAST 2002"B"N 8224							
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16336	NOTE PRINCIPAL	108564		90185	18379	83.3 83.0	342-	.3-
	INTEREST ON NOTES							
	2005 STORM NOTE 8305							
	SAENGER SERIES 1999 NO 8331							
	MDB CAPITAL PROJECT NO 8333							
	MDB-DEPOT PROJ 8333 01							
	MDB-WTR/SWR LINES 8333 02							
	MDB-HPD RENOVATION 8333 03							
	MDB-592 PROG 2001A PO 8333 04							
	MDB-FIRE STA #1 8333 05							
319	MDB-CHURCH PROJ 8333 06	5000		2891	2109	83.3 57.8	1,530-	30.6-
	MDB-4TH ST WIDENING 8333 07							
	MDB-CHAIN PARK 8333 08							
5696	MDB-HUB CITY LOFTS 8333 09	38000		28961	9039	83.3 76.2	3,246-	8.5-
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6015	MDB CAPITAL PROJECT	43000		31851	11149	83.3 74.0	4,778-	11.1-
	W&S USA YEAST 2002"B"N 8334							
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6015	INTEREST ON NOTES	43000		31851	11149	83.3 74.0	4,778-	11.1-
	CAPITAL LEASE PAYMENTS							
	COMPUTER LEASE-INFO.SY 8510							
	COMPUTER LEASE-POLICE 8511							
	POLICE CARS LEASE 8512							
	EMER GENERATORS LEASE 8513	474000		473689	311	83.3 99.9	94,426	19.9
	2012 EQUIP LEASE 8514							
	BUILDING LEASE 8515							
39607	SANITATION TRUCKS LEAS 8520	483930		393724	90206	83.3 81.3	11,461-	2.3-

	SANITATION CANS LEASE	8521								
	SPECIAL TRUCKS LEASE	8523								
	DUMP TRUCK LEASE	8525								
	DOWNTOWN LIGHTING	8531								
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39607	CAPITAL LEASE PAYMEN		957930		867414	90516	83.3	90.5	82,966	8.6
	INTEREST ON CAPITAL LEA									
	COMPUTER LEASE-INFO SY	8610								
	COMPUTER LEASE-POLICE	8611								
	POLICE CARS LEASE	8612								
	EMER GENERATORS LEASE	8613	21000		20984	16	83.3	99.9	4,180	19.9
	2012 EQUIP LEASE	8614								
	BUILDING LEASE	8615								
1769	SANITATION TRUCKS LEAS	8620	23960		20041	3919	83.3	83.6	89	.3
	SANITATION CANS LEASE	8621								
	SPECIAL TRUCKS LEASE	8623								
	DUMP TRUCK LEASE	8625								
	DOWNTOWN LIGHTING	8631								
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1769	INTEREST ON CAPITAL		44960		41025	3935	83.3	91.2	4,270	9.4
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63728	DEBT SERVICE		1154454		1030476	123978	83.3	89.2	82,117	7.1
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63728	EXPENDITURES		1154454		1030476	123978	83.3	89.2	82,117	7.1

001500 - GENERAL FUND-TRANSFERS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	TRANSFERS TO OTHER FUND							
1000000	T/T PARKS & RECREATION 9000 02	2240000		2240000		83.3 100.0	448,000	20.0
	T/T MUN,FIRE PROTECTIO 9000 05							
	T/T SPECIAL STREET 9000 08							
	T/T 1994 GO-IND. DEVEL 9000 103							
	T/T GOVNMT. COMPLEX BL 9000 104							
	T/T UDAG PAYBACK 9000 108							
	T/T GROUP INSURANCE TR 9000 109							
	T/T CITY B & I 9000 13							
	T/T POL/FIRE DIS./RELI 9000 18							
	T/T 2003 TIF B&I-CHAUV 9000 22							
	T/T AIRPORT IMPROVEMEN 9000 39							
230000	T/T MASS TRANSIT OPER. 9000 73	230000		230000		83.3 100.0	46,000	20.0
	T/T W & S CONSTRUCTION 9000 75							
490000	T/T COMMUNITY CENTERS 9000 77	990000		990000		83.3 100.0	198,000	20.0
	T/T COMMUNITY DEVELOPM 9000 82							
	T/T '01 BOND CONSTR 9000 95							
	T/T MDB CAPITAL PROJ.F 9000 96							
	T/T KPZ CAPITAL 9000 98							
----- 1720000	TRANSFERS TO OTHER F	----- 3460000	-----	----- 3460000	-----	----- 83.3 100.0	----- 692,000	----- 20.0
----- 1720000	TRANSFERS	----- 3460000	-----	----- 3460000	-----	----- 83.3 100.0	----- 692,000	----- 20.0
----- 1720000	EXPENDITURES	----- 3460000	-----	----- 3460000	-----	----- 83.3 100.0	----- 692,000	----- 20.0

001551 - GENERAL FUND-AIRPORT DIV.

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
3840	REGULAR WAGES 4000	49920		38192	11728	83.3 76.5	4,089-	8.1-
	DISASTER RECOVERY WAGE 4010							
47	OVERTIME 4300	1000		143	858	83.3 14.3	828-	82.8-
	DISASTER RECOVERY OVER 4310							
3887	SALARIES	50920		38335	12586	83.3 75.2	4,918-	9.6-
EMPLOYEE BENEFITS								
612	STATE RETIREMENT 4600	8020		6038	1982	83.3 75.2	774-	9.6-
294	F.I.C.A. TAXES 4700	3900		2899	1001	83.3 74.3	421-	10.7-
900	HOSPITALIZATION INS. 4800	12000		9488	2512	83.3 79.0	614-	5.1-
	UNEMPLOYMENT BENEFITS 4900	1500			1500	83.3	1,500-	100.0-
	WORKMAN'S COMPENSATION 4910	3015			3015	83.3	3,015-	100.0-
1806	EMPLOYEE BENEFITS	28435		18424	10011	83.3 64.7	6,326-	22.2-
5692	PERSONAL SERVICES	79355		56759	22596	83.3 71.5	11,244-	14.1-
OPERATING SUPPLIES								
	CLEANING/JANITORIAL SP 5100	450			450	83.3	450-	100.0-
	CHEMICALS 5130	1000			1000	83.3	1,000-	100.0-
763	GAS AND OIL 5250	6500		5119	1381	83.3 78.7	357-	5.4-
	LUBRICANTS 5255	200			200	83.3	200-	100.0-
	DIESEL FUEL 5257	1000			1000	83.3	1,000-	100.0-
	ASPHALT & ASPHALT PROD 5400							
	CONCRETE, CEMENT, ETC. 5405							
	SAND, CLAY, GRVL, FILL DI 5415							
	HORT./LANDSCAPING SPLY 5440							
	HAND TOOLS 5450	300			300	83.3	300-	100.0-
	MINOR EQUIPMENT 5460	1300		435	865	83.3 33.4	778-	59.8-
1507	OTHER OPERATING MATL/S 5590	4400		4340	60	83.3 98.6	808	18.3
2270	OPERATING SUPPLIES	15150		9894	5256	83.3 65.3	3,277-	21.6-
REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S 5600	1000		650	350	83.3 65.0	220-	22.0-
	ELECTRICAL SUPPLIES 5605	7450		7418	32	83.3 99.5	1,451	19.4
289	PLUMBING SUPPLIES 5610	700	36	289	376	83.3 41.2	353-	50.4-
	STRUCTURAL STEEL & IRO 5620							
	PAINT AND PAINTING SPL 5650							
	MTR VEHICLE REP. PTS/S 5700	1000			1000	83.3	1,000-	100.0-
	COMMUNICATION REPAIR P 5750							
	AGRICLTRL REPAIR PTS/S 5755	2000			2000	83.3	2,000-	100.0-
	EXPENDABLE WELDING SPL 5770	700			700	83.3	700-	100.0-
65	OTHER REPAIR/MAINT. SP 5990	10000		4348	5652	83.3 43.4	4,782-	47.8-

354	REPAIR & MAINTENANCE	22850	36	12704	10110	83.3	55.5	7,605-	33.2-
2624	SUPPLIES AND EXPENSES	38000	36	22599	15366	83.3	59.4	10,881-	28.6-
	PROFESSIONAL SERVICES								
	APPRAISAL 6017								
	OTHER PROFESSIONAL SER 6049								
	PROFESSIONAL SERVICE								
	COMMUNICATIONS								
	TELEPHONE AND TELEGRAP 6060								
	COMMUNICATIONS								
	TRANSPORTATION								
	TRAVEL EXPENSE 6110			445-	445			534	
	TRANSPORTATION			445-	445			534	
	ADVERTISING								
	ADVERTISING 6150								
	ADVERTISING								
	PRINTING AND BINDING								
	PRINTING 6200								
	PRINTING AND BINDING								
	INSURANCE								
	FIRE & EXTENDED COVERA 6250								
	PUBLIC LIAB/PROPERTY D 6255								
	BOILER MACHINERY 6260								
	AUTOMOBILE INSURANCE 6265								
	INSURANCE								
	UTILITIES								
38	GAS 6300	1200		499	701	83.3	41.5	601-	50.0-
1089	ELECTRICITY 6305	14000		14232	232-	83.3	101.6	3,078	21.9
	WATER 6315								
1127	UTILITIES	15200		14731	469	83.3	96.9	2,477	16.2
	REPR/MAINT-OUTSIDE LABO								
	BUILDING R&M 6350	1000			1000	83.3		1,000-	100.0-
	STREETS & STRUCTURES R 6360								
	FIXED EQUIPMENT R&M 6380	2000			2000	83.3		2,000-	100.0-
	MINOR EQUIPMENT R&M 6382	500		1	499	83.3	.2	498-	99.6-
	GENERATOR R&M 6383								
	MOTOR VEHICLE EQ. R&M 6384	2000	1,443		557	83.3		2,000-	100.0-
	CONSTRUCTION EQUIP R&M 6386								
	AGRICULTURAL EQ. R&M 6387	1000			1000	83.3		1,000-	100.0-
	COMMUNICATION EQ. R&M 6390								
90	DISINFECT./EXTERMINATI 6394	800		675	125	83.3	84.3	10	1.2
47800	OTHER REPAIRS AND MAIN 6399	58550		49272	9278	83.3	84.1	576	.9

[illegible]

57352	EXPENDITURES	203313	1,479	144847	56987	83.3	71.2	29,496-	14.5-
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001553 - GENERAL FUND-CEMETERY DIV

CITY OF HATTIESBURG
EXPENDITURE REPORT
ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
31217	REGULAR WAGES 4000	490183		347975	142208	83.3 70.9	72,613-	14.8-
	DISASTER RECOVERY WAGE 4010							
1351	OVERTIME 4300	18000		13818	4182	83.3 76.7	1,418-	7.8-
	DISASTER RECOVERY OVER 4310							
32568	SALARIES	508183		361794	146389	83.3 71.1	74,030-	14.5-
EMPLOYEE BENEFITS								
5129	STATE RETIREMENT 4600	80040		56983	23057	83.3 71.1	11,660-	14.5-
2450	F.I.C.A. TAXES 4700	38880		27053	11827	83.3 69.5	6,416-	16.5-
10850	HOSPITALIZATION INS. 4800	108000		81020	26980	83.3 75.0	10,776-	9.9-
	UNEMPLOYMENT BENEFITS 4900	2500			2500	83.3	2,500-	100.0-
	WORKMAN'S COMPENSATION 4910	19600			19600	83.3	19,600-	100.0-
18430	EMPLOYEE BENEFITS	249020		165055	83965	83.3 66.2	50,954-	20.4-
50997	PERSONAL SERVICES	757203		526849	230354	83.3 69.5	124,984-	16.5-
OFFICE SUPPLIES								
	PAPER 5003	100		47	53	83.3 47.0	43-	43.0-
	PRINTED FORMS 5005							
153	OTHER EXPENDABLE OFF.S 5010	1200		1116	84	83.3 93.0	139	11.5
	MINOR OFFICE EQUIP/FUR 5020	1500		1292	208	83.3 86.1	50	3.3
	PUBLIC EDUCATION MAT'L 5032							
	PHOTO SUPPLIES 5040							
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070							
153	OFFICE SUPPLIES	2800		2456	344	83.3 87.7	147	5.2
OPERATING SUPPLIES								
	CLEANING/JANITORIAL SP 5100	2000		1185	815	83.3 59.2	578-	28.9-
	FOOD 5115							
	MEDICAL SUPPLIES 5120							
2447	CHEMICALS 5130	2700		2447	253	83.3 90.6	236	8.7
1634	GAS AND OIL 5250	25000		12097	12903	83.3 48.3	10,483-	41.9-
	LUBRICANTS 5255	500		309	191	83.3 61.8	129-	25.8-
1172	DIESEL FUEL 5257	23000		9312	13688	83.3 40.4	11,825-	51.4-
	WEARING APPAREL 5355	2100		1429	671	83.3 68.0	385-	18.3-
	ASPHALT & ASPHALT PROD 5400							
	CONCRETE, CEMENT, ETC. 5405	200		166	34	83.3 83.0		
	SAND,CLAY,GRVL,FILL DI 5415	3000		1950	1050	83.3 65.0	660-	22.0-
	DRAINAGE PIPE & CULVER 5420							
800	HORT./LANDSCAPING SPLY 5440	4000	480	2976	544	83.3 74.4	428-	10.7-
	HAND TOOLS 5450	1000		297	703	83.3 29.7	643-	64.3-

289	MINOR EQUIPMENT	5460	3500	2302	1198	83.3	65.7	737-	21.0-
	PUMPING EQUIPMENT PART	5495							
	TRAFFIC SIGNS	5545							
	OTHER OPERATING MATL/S	5590	300	159	141	83.3	53.0	109-	36.3-
6342	OPERATING SUPPLIES		67300	480	34630	32190	83.3	51.4	25,744-
	REPAIR & MAINTENANCE SP								38.2-
3	BUILDING MATERIALS & S	5600	2000	982	1018	83.3	49.1	821-	41.0-
	ELECTRICAL SUPPLIES	5605	500		500	83.3		500-	100.0-
	PLUMBING SUPPLIES	5610	500	395	105	83.3		500-	100.0-
	STRUCTURAL STEEL & IRO	5620							
	PAINT AND PAINTING SPL	5650							
737	MTR VEHICLE REP. PTS/S	5700	10000	117	8591	1292	83.3	85.9	309
82	COMMUNICATION REPAIR P	5750	500		242	258	83.3	48.4	209-
316	AGRICLTRL REPAIR PTS/S	5755	5000	111	1989	2901	83.3	39.7	2,613-
	EXPENDABLE WELDING SPL	5770							52.2-
	OTHER REPAIR/MAINT. SP	5990	100		100	83.3		100-	100.0-
1138	REPAIR & MAINTENANCE		18600	623	11804	6173	83.3	63.4	4,435-
7633	SUPPLIES AND EXPENSES		88700	1,103	48889	38708	83.3	55.1	30,033-
	PROFESSIONAL SERVICES								
	ENGINEERING	6015							
	LEGAL	6025							
	MEDICAL	6027							
308	OTHER PROFESSIONAL SER	6049	3800	3189	611	83.3	83.9	26	.6
308	PROFESSIONAL SERVICE		3800	3189	611	83.3	83.9	26	.6
	COMMUNICATIONS								
50	TELEPHONE AND TELEGRAP	6060	1500	473	1027	83.3	31.5	932-	62.1-
50	COMMUNICATIONS		1500	473	1027	83.3	31.5	932-	62.1-
	TRANSPORTATION								
	TRAVEL EXPENSE	6110	1000	785	215	83.3	78.5	58-	5.8-
35	FREIGHT	6120	75	46	29	83.3	61.3	19-	25.3-
35	TRANSPORTATION		1075	830	245	83.3	77.2	79-	7.3-
	ADVERTISING								
	ADVERTISING	6150							
	ADVERTISING								
	PRINTING AND BINDING								
	PRINTING	6200							
	BLUELINES	6210							
	PRINTING AND BINDING								
	INSURANCE								
	FIRE & EXTENDED COVERA	6250							
	PUBLIC LIAB/PROPERTY D	6255							
	AUTOMOBILE INSURANCE	6265							

	INSURANCE									
	UTILITIES									
13	GAS	6300	2000	576	1424	83.3	28.8	1,308-	65.4-	
718	ELECTRICITY	6305	8000	4872	3128	83.3	60.9	2,153-	26.9-	
	WATER	6315								
731	UTILITIES		10000	5448	4552	83.3	54.4	3,462-	34.6-	
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350	500	75	425	83.3	15.0	410-	82.0-	
	ELECTRICAL R&M	6355								
	PLUMBING EQUIPMENT R&M	6357								
	STREETS & STRUCTURES R	6360	1800	499	1301	83.3	27.7	1,201-	66.7-	
	OFFICE EQUIPMENT R&M	6365								
	FIXED EQUIPMENT R&M	6380								
	MINOR EQUIPMENT R&M	6382								
2077	MOTOR VEHICLE EQ. R&M	6384	14600	9089	5511	83.3	62.2	3,693-	25.2-	
1752	CONSTRUCTION EQUIP R&M	6386	8500	4004	4496	83.3	47.1	3,695-	43.4-	
	AGRICULTURAL EQ. R&M	6387	1000	207	793	83.3	20.7	751-	75.1-	
	COMMUNICATION EQ. R&M	6390								
	CLEANING AND PAINTING	6392								
125	DISINFECT./EXTERMINATI	6394	1000	651	349	83.3	65.1	218-	21.8-	
	SIGN PAINTING	6396								
	TOW IN CHARGES	6398	500	250	250	83.3	50.0	200-	40.0-	
	OTHER REPAIRS AND MAIN	6399	575	175-	750	83.3	30.4	365-	63.4-	
3955	REPR/MAINT-OUTSIDE L		28475	14600	13875	83.3	51.2	10,955-	38.4-	
	RENTALS									
	MACHINERY RENT	6420								
	CYLINDER RENT	6425								
219	UNIFORM RENT	6430	3500	3066	434	83.3	87.6	179	5.1	
91	MOP-MAT-RAG RENT	6435	1350	1090	260	83.3	80.7	42-	3.1-	
310	RENTALS		4850	4155	695	83.3	85.6	136	2.8	
	OTHER SERVICES & CHARGE									
	THEFT LOSS	6818	10	10		83.3	100.0	2	20.0	
	DUES AND MEMBERSHIPS	6840	290	260	30	83.3	89.6	22	7.5	
	REGISTRATION FEE/TUITI	6845	300	250	50	83.3	83.3			
	SERVICES NOT SPECIFIED	6999								
	OTHER SERVICES & CHA		600	520	80	83.3	86.6	24	4.0	
5388	OTHER SERVICES & CHAR		50300	29215	21085	83.3	58.0	15,242-	30.3-	
175	LAND	7000	5725	4500	1225	83.3	78.6	325-	5.6-	
175	LAND		5725	4500	1225	83.3	78.6	325-	5.6-	
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	BUILDING IMPROVEMENTS	7150								
	HIGHLAND	7150	13							

BUILDING IMPROVEMEN									
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	BUILDING/BLD IMPROVE								
1030	IMPROVEMENT OTHER THAN								
	FENCES/RAILINGS 7212	17675	14,697	1030	1948	83.3	5.8	16,439-	93.0-
	DRAINS 7215								
	STREETS & ROADWAYS 7230								
	LANDSCAPING 7250								
	C & N TREE GRANT 7250 02	6500		5650	850	83.3	86.9	280	4.3
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	LANDSCAPING 6500			5650	850	83.3	86.9	280	4.3
	OTHER IMPROVEMENTS 7295	4500		4049	451	83.3	89.9	358	7.9
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1030	IMPROVEMENT OTHER TH	28675	14,697	10729	3249	83.3	37.4	15,800-	55.1-
	MACHINERY AND EQUIPMENT								
	OFFICE FURN/EQUIP. 7325								
	AGRICULTURAL EQUIPMENT 7335	12000		10750	1250	83.3	89.5	900	7.5
	CONSTRUCTION EQUIPMENT 7345								
	COMMUNICATION EQUIPMEN 7355								
	PIPE 7370								
	OTHER EQUIPMENT 7399	46795		46743	52	83.3	99.8	9,296	19.8
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	MACHINERY AND EQUIPM	58795		57493	1302	83.3	97.7	10,196	17.3
	VEHICLES								
	AUTOMOBILES 7400								
	PICK UP TRUCKS 7420	24305		22944	1361	83.3	94.4	3,227	13.2
	DUMP TRUCKS 7440								
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	VEHICLES	24305		22944	1361	83.3	94.4	3,227	13.2
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1205	CAPITAL OUTLAY	117500	14,697	95667	7136	83.3	81.4	2,699-	2.2-
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65224	EXPENDITURES	1013703	15,800	700620	297283	83.3	69.1	172,959-	17.0-

001560 - GENERAL FUND-PARKING OPER.

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
11349	REGULAR WAGES 4000	156830		124769	32061	83.3 79.5	7,107-	4.5-
	DISASTER RECOVERY WAGE 4010							
135	OVERTIME 4300			1557	1557-		1,868	
	DISASTER RECOVERY OVER 4310							
11484	SALARIES	156830		126326	30504	83.3 80.5	5,238-	3.3-
EMPLOYEE BENEFITS								
1331	STATE RETIREMENT 4600	24700		14570	10130	83.3 58.9	7,216-	29.2-
824	F.I.C.A. TAXES 4700	12000		9117	2883	83.3 75.9	1,059-	8.8-
1350	HOSPITALIZATION INS. 4800	18000		14814	3186	83.3 82.3	223-	1.2-
	UNEMPLOYMENT BENEFITS 4900	1600			1600	83.3	1,600-	100.0-
	WORKMAN'S COMPENSATION 4910	4027			4027	83.3	4,027-	100.0-
3505	EMPLOYEE BENEFITS	60327		38501	21826	83.3 63.8	14,125-	23.4-
14989	PERSONAL SERVICES	217157		164827	52330	83.3 75.9	19,364-	8.9-
OFFICE SUPPLIES								
	PAPER 5003							
	PRINTED FORMS 5005							
	OTHER EXPENDABLE OFF.S 5010	600		473	127	83.3 78.8	32-	5.3-
	MINOR OFFICE EQUIP/FUR 5020	600		22	578	83.3 3.6	573-	95.5-
	COMPUTER SUPPLIES 5080							
	OFFICE SUPPLIES	1200		495	705	83.3 41.2	606-	50.5-
OPERATING SUPPLIES								
	CLEANING/JANITORIAL SP 5100	300		138	162	83.3 46.0	134-	44.6-
	CHEMICALS 5130	50			50	83.3	50-	100.0-
45	GAS AND OIL 5250	1200		337	863	83.3 28.0	795-	66.2-
	WEARING APPAREL 5355	500		100	400	83.3 20.0	380-	76.0-
	HORT./LANDSCAPING SPLY 5440							
	MINOR EQUIPMENT 5460	520			520	83.3	520-	100.0-
	OTHER OPERATING MATL/S 5590	600	150		450	83.3	600-	100.0-
45	OPERATING SUPPLIES	3170	150	575	2445	83.3 18.1	2,480-	78.2-
REPAIR & MAINTENANCE SP								
	ELECTRICAL SUPPLIES 5605	1500		108	1392	83.3 7.2	1,370-	91.3-
63	PAINT AND PAINTING SPL 5650	1020		310	710	83.3 30.3	648-	63.5-
	MTR VEHICLE REP. PTS/S 5700	280			280	83.3	280-	100.0-
63	REPAIR & MAINTENANCE	2800		418	2382	83.3 14.9	2,298-	82.0-
108	SUPPLIES AND EXPENSES	7170	150	1487	5533	83.3 20.7	5,385-	75.1-

	MACHINERY AND EQUIPM								
	VEHICLES								
49900	AUTOMOBILES	7400			49900	49900-		59,880	
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49900	VEHICLES				49900	49900-		59,880	
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49900	CAPITAL OUTLAY				49900	49900-		59,880	
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68478	EXPENDITURES		311477	150	253999	57328	83.3 81.5	6,678-	2.1-

002300 - PKS/REC-RECREATION MAINT. DIV.

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
70856	REGULAR WAGES 4000	832522		631884	200638	83.3 75.8	74,261-	8.9-
	DISASTER RECOVERY WAGE 4010							
4618	OVERTIME 4300	40000		22183	17817	83.3 55.4	13,380-	33.4-
	DISASTER RECOVERY OVER 4310							
75475	SALARIES	872522		654067	218455	83.3 74.9	87,641-	10.0-
EMPLOYEE BENEFITS								
9991	STATE RETIREMENT 4600	137430		99692	37738	83.3 72.5	17,799-	12.9-
5699	F.I.C.A. TAXES 4700	66750		49289	17461	83.3 73.8	7,603-	11.3-
19400	HOSPITALIZATION INS. 4800	192000		150602	41398	83.3 78.4	11,277-	5.8-
640	UNEMPLOYMENT BENEFITS 4900	3000		806	2194	83.3 26.8	2,032-	67.7-
	WORKMAN'S COMPENSATION 4910	31790			31790	83.3	31,790-	100.0-
35730	EMPLOYEE BENEFITS	430970		300389	130581	83.3 69.7	70,503-	16.3-
111205	PERSONAL SERVICES	1303492		954456	349036	83.3 73.2	158,144-	12.1-
OFFICE SUPPLIES								
	PAPER 5003							
	PRINTED FORMS 5005							
	OTHER EXPENDABLE OFF.S 5010	1800		1362	438	83.3 75.6	165-	9.1-
	MINOR OFFICE EQUIP/FUR 5020	5850		578	5272	83.3 9.8	5,156-	88.1-
	PHOTO SUPPLIES 5040							
	BOOKS 5070							
	COMPUTER SUPPLIES 5080							
	OFFICE SUPPLIES	7650		1940	5710	83.3 25.3	5,322-	69.5-
OPERATING SUPPLIES								
1474	CLEANING/JANITORIAL SP 5100	16000		14182	1818	83.3 88.6	1,018	6.3
	MEDICAL SUPPLIES 5120	250			250	83.3	250-	100.0-
6334	CHEMICALS 5130	32000		29001	2999	83.3 90.6	2,801	8.7
5965	GAS AND OIL 5250	63303		40408	22895	83.3 63.8	14,813-	23.4-
294	LUBRICANTS 5255	3000		2563	437	83.3 85.4	75	2.5
40	DIESEL FUEL 5257	3000		184	2816	83.3 6.1	2,779-	92.6-
	WEARING APPAREL 5355	3000		662	2338	83.3 22.0	2,205-	73.5-
	ASPHALT & ASPHALT PROD 5400							
	CONCRETE, CEMENT, ETC. 5405	1000	308	67	626	83.3 6.7	919-	91.9-
845	SAND,CLAY,GRVL,FILL DI 5415	18000		16325	1675	83.3 90.6	1,590	8.8
494	HORT./LANDSCAPING SPLY 5440	38000		37377	623	83.3 98.3	6,852	18.0
38	HAND TOOLS 5450	3500		3191	309	83.3 91.1	329	9.4
573	MINOR EQUIPMENT 5460	6050		5899	151	83.3 97.5	1,028	16.9
6242	RECREATIONAL SUPPLIES 5510	31000	1,711	26555	2734	83.3 85.6	866	2.7
	OTHER OPERATING MATL/S 5590	6000		5673	327	83.3 94.5	807	13.4

36	OTHER OPER.MATLS-KAB	5591	6054		5533	521	83.3	91.3	585	9.6
22335	OPERATING SUPPLIES		230157	2,019	187621	40518	83.3	81.5	5,011-	2.1-
	REPAIR & MAINTENANCE SP									
1511	BUILDING MATERIALS & S	5600	13000	201	12479	320	83.3	95.9	1,974	15.1
705	ELECTRICAL SUPPLIES	5605	18500	402	17583	515	83.3	95.0	2,599	14.0
57	PLUMBING SUPPLIES	5610	11500		8432	3068	83.3	73.3	1,381-	12.0-
	STRUCTURAL STEEL & IRO	5620	500			500	83.3		500-	100.0-
2136	PAINT AND PAINTING SPL	5650	18500		14836	3664	83.3	80.1	696-	3.7-
2310	MTR VEHICLE REP. PTS/S	5700	17418	147	15216	2055	83.3	87.3	841	4.8
	COMMUNICATION REPAIR P	5750	1700		828	873	83.3	48.7	706-	41.5-
2236	AGRICLTR REPAIR PTS/S	5755	35000	899	29761	4341	83.3	85.0	713	2.0
388	OTHER REPAIR/MAINT. SP	5990	1500		725	775	83.3	48.3	630-	42.0-
	VANDALISM REPAIR PARTS	5992								
	REPR SPLY-8/29/05 STOR	5995								
9343	REPAIR & MAINTENANCE		117618	1,649	99859	16110	83.3	84.9	2,212	1.8
31678	SUPPLIES AND EXPENSES		355425	3,668	289420	62338	83.3	81.4	8,121-	2.2-
	PROFESSIONAL SERVICES									
34896	CONSULTANT SERV/SURVEY	6020	55520	14,773	40747		83.3	73.3	6,623-	11.9-
	OTHER PROFESSIONAL SER	6049	7000	1,947	1823	3230	83.3	26.0	4,812-	68.7-
34896	PROFESSIONAL SERVICE		62520	16,720	42570	3230	83.3	68.0	11,436-	18.2-
	COMMUNICATIONS									
149	TELEPHONE AND TELEGRAP	6060	2300		1546	754	83.3	67.2	444-	19.3-
	POSTAGE	6070	100			100	83.3		100-	100.0-
149	COMMUNICATIONS		2400		1546	854	83.3	64.4	544-	22.6-
	TRANSPORTATION									
	TRAVEL EXPENSE	6110	450			450	83.3		450-	100.0-
340	FREIGHT	6120	3000		582	2418	83.3	19.4	2,301-	76.7-
340	TRANSPORTATION		3450		582	2868	83.3	16.8	2,751-	79.7-
	ADVERTISING									
	ADVERTISING	6150								
	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200	300		21	279	83.3	7.0	274-	91.3-
	PRINTING AND BINDING		300		21	279	83.3	7.0	274-	91.3-
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	AUTOMOBILE INSURANCE	6265								
	OTHER INSURANCE	6299								
	INSURANCE									
	UTILITIES									
	GAS	6300								
725	ELECTRICITY	6305	10000		7451	2549	83.3	74.5	1,058-	10.5-

725	UTILITIES	10000		7451	2549	83.3	74.5	1,058-	10.5-
	REPR/MAINT-OUTSIDE LABO								
	BUILDING R&M 6350	6500		6280	220	83.3	96.6	1,036	15.9
	8/29/05 FACILITY REPRS 6351								
	8/29 WALKING TRL PW44 6351 01								
	8/29 DOLEAC VARI PWs 6351 02								
	8/29 ZOO FENCE PW3962 6351 03								
	8/29 TATUM PW1565 6351 04								
	8/29 DAHMER PW1554 6351 05								
	8/29 AFRICA EXH PW387 6351 06								
	8/29 DAHMER EQ PW4497 6351 07								
	8/29 DUNCAN LK PW1609 6351 08								
	8/29 JAYCEE PK PW1562 6351 09								
	8/29 ZOO TRACK PW5143 6351 10								
	8/29/05 FACILITY RE								
	8/29/05 STORM REPAIRS 6353								
	ELECTRICAL R&M 6355	11000	1,500	8491	1009	83.3	77.1	810-	7.3-
	PLUMBING EQUIPMENT R&M 6357	5000	1,200	2700	1100	83.3	54.0	1,760-	35.2-
	STREETS & STRUCTURES R 6360								
	OFFICE EQUIPMENT R&M 6365								
1135	FIXED EQUIPMENT R&M 6380	20000	3,666	16152	182	83.3	80.7	617-	3.0-
	MINOR EQUIPMENT R&M 6382								
90	MOTOR VEHICLE EQ. R&M 6384	8600	90	5087	3423	83.3	59.1	2,495-	29.0-
1117	AGRICULTURAL EQ. R&M 6387	18500	168	7656	10676	83.3	41.3	9,312-	50.3-
	COMMUNICATION EQ. R&M 6390	1000		320	680	83.3	32.0	616-	61.6-
96	DISINFECT./EXTERMINATI 6394	1800		1052	748	83.3	58.4	537-	29.8-
775	SIGN PAINTING 6396	13000	1,782	8680	2538	83.3	66.7	2,584-	19.8-
	TOW IN CHARGES 6398	750		550	200	83.3	73.3	90-	12.0-
379	OTHER REPAIRS AND MAIN 6399	2650		2620	30	83.3	98.8	494	18.6
3592	REPR/MAINT-OUTSIDE L	88800	8,406	59588	20806	83.3	67.1	17,294-	19.4-
	RENTALS								
	MACHINERY RENT 6420	3350		1902	1448	83.3	56.7	1,067-	31.8-
	CYLINDER RENT 6425								
629	UNIFORM RENT 6430	6000		3890	2110	83.3	64.8	1,332-	22.2-
20	OTHER RENT 6449	7300	1,050	2379	3871	83.3	32.5	4,445-	60.8-
650	RENTALS	16650	1,050	8171	7429	83.3	49.0	6,844-	41.1-
	OTHER SERVICES & CHARGE								
	DUES AND MEMBERSHIPS 6840	650		250	400	83.3	38.4	350-	53.8-
	REGISTRATION FEE/TUITI 6845	1800			1800	83.3		1,800-	100.0-
250	CUSTODIAL SERVICE 6870	3000		2250	750	83.3	75.0	300-	10.0-
2445	SERVICES NOT SPECIFIED 6999	144249	9,826	126898	7525	83.3	87.9	8,028	5.5
2695	OTHER SERVICES & CHA	149699	9,826	129398	10475	83.3	86.4	5,578	3.7
43046	OTHER SERVICES & CHAR	333819	36,002	249326	48491	83.3	74.6	34,627-	10.3-
	LAND 7000	21500			21500	83.3		21,500-	100.0-
	BUILDING/BLD IMPROVEMEN								

BUILDINGS	7100							
DAHMER PARK	7100 08							
TATUM PARK	7100 10							
SAENGER BLD/JDS CTR.	7100 19							

BUILDINGS								
BUILDING IMPROVEMENTS	7150							
REC.CENTER (OLD YMCA)	7150 10							
BURGER CTR(6TH ST)	7150 12							
GROUNDS MAINT,SHOP	7150 31							
UNETTA STREET GYM	7150 36							

BUILDING IMPROVEMEN								

BUILDING/BLD IMPROVE								
IMPROVEMENT OTHER THAN								
PARKING LOT/DRIVEWAY	7227							
PARK & PLAYGROUND LIGH	7240							
SMOKEY HERRINGTON FIEL	7243							
TRACKS	7244							
JAYCEE BALLPK/WORLD SE	7248							
LANDSCAPING	7250							
MDOT-INTERCHANGE ENHA	7250 01							
TREE RECOVERY (GRANT)	7250 02							
DOWNTOWN LANDSCAPING	7250 03							

LANDSCAPING								
POOLS	7252							
DAHMER POOL	7252 01							
REC CENTER POOL	7252 02							
5TH STREET POOL	7252 03							
CITY PARK-BUSCHMAN	7252 04							
BEN MCNAIR POOL	7252 05							

POOLS								
RECREATION IMPROVEMENT	7256							
TATUM PARK	7256 01	19000	11,384	7616	83.3	40.0	9,860-	51.8-
PEOPLE'S PARK-PALMERS	7256 03							
TIPTON STREET	7256 04							
9TH STREET BALLPARK	7256 05							
JAYCEE BALLPARK	7256 06							
5TH STREET COMM. CTR.	7256 07							
SAN ANTONIO SCORE BOO	7256 10							
HOPE PARK	7256 11							
MOBILE ST. POCKET PAR	7256 14							
MILTON BARNES WALKING	7256 15	2794		2794	83.3	100.0	558	19.9

RECREATION IMPROVEM		21794	11,384	10410	83.3	47.7	9,302-	42.6-
OTHER IMPROVEMENTS	7295							
KAMPER PK TENNIS/WLK	7295 03							
THAMES ELEMENTARY	7295 05							
TIMBERTON IMPROVEMENT	7295 13							

	PLAYGROUND IMPROVEMEN	7295 15							
	DAHMER PARK	7295 18							
	CAMERON FIELD	7295 19							
	REC.FAC. - STORM DAMA	7295 40							
	DUNCAN LAKE	7295 42							
	CHAIN PARK	7295 43							
	VETERAN'S PARK	7295 46							
	TATUM PARK/DIXIE YOUT	7295 49	139300	64,463	14330	60507	83.3	10.2	122,104- 87.6-
	KATZ PARK WALL	7295 50							
	TOWN SQUARE PARK	7295 52							
	MISC.OTHER IMPROVEMEN	7295 99	12100	7,000	5078	22	83.3	41.9	6,006- 49.6-
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	OTHER IMPROVEMENTS		151400	71,463	19408	60529	83.3	12.8	128,110- 84.6-
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	IMPROVEMENT OTHER TH		173194	82,847	29818	60529	83.3	17.2	137,412- 79.3-
	MACHINERY AND EQUIPMENT								
	8/29/05 STORM EQUIP	7302							
	OFFICE FURN/EQUIP.	7325							
	DATA PROCESSING EQUIP.	7327							
11055	AGRICULTURAL EQUIPMENT	7335	38124	22,678	15445	1	83.3	40.5	19,590- 51.3-
	RECREATIONAL EQUIPMENT	7350							
	COMMUNICATION EQUIPMEN	7355							
	OTHER EQUIPMENT	7399							
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11055	MACHINERY AND EQUIPM		38124	22,678	15445	1	83.3	40.5	19,590- 51.3-
	VEHICLES								
	BUSES	7410							
17885	PICK UP TRUCKS	7420	65476		65463	13	83.3	99.9	13,079 19.9
	SPECIAL TRUCKS	7450							
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17885	VEHICLES		65476		65463	13	83.3	99.9	13,079 19.9
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28940	CAPITAL OUTLAY		298294	105,525	110725	82043	83.3	37.1	165,424- 55.4-
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214869	EXPENDITURES		2291030	145,195	1603928	541907	83.3	70.0	366,316- 15.9-

002315 - PKS/REC-REC.ADMIN/COM.REL.

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
61065	REGULAR WAGES 4000	344113		288037	56076	83.3 83.7	1,531	.4
	DISASTER RECOVERY WAGE 4010							
235	OVERTIME 4300			258	258-		309	
	DISASTER RECOVERY OVER 4310							
61299	SALARIES	344113		288295	55818	83.3 83.7	1,841	.5
EMPLOYEE BENEFITS								
3909	STATE RETIREMENT 4600	41700		35292	6408	83.3 84.6	650	1.5
4603	F.I.C.A. TAXES 4700	26350		21329	5021	83.3 80.9	755-	2.8-
3150	HOSPITALIZATION INS. 4800	36000		30916	5084	83.3 85.8	1,099	3.0
50-	UNEMPLOYMENT BENEFITS 4900	1000		269-	1269	83.3 26.9	677-	67.7-
	WORKMAN'S COMPENSATION 4910	15290			15290	83.3	15,290-	100.0-
11613	EMPLOYEE BENEFITS	120340		87267	33073	83.3 72.5	15,619-	12.9-
72913	PERSONAL SERVICES	464453		375562	88891	83.3 80.8	13,778-	2.9-
OFFICE SUPPLIES								
	PAPER 5003	350		68	282	83.3 19.4	268-	76.5-
	PRINTED FORMS 5005							
45	OTHER EXPENDABLE OFF.S 5010	2000		1218	782	83.3 60.9	538-	26.9-
	MINOR OFFICE EQUIP/FUR 5020							
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070							
	COMPUTER SUPPLIES 5080	1350			1350	83.3	1,350-	100.0-
45	OFFICE SUPPLIES	3700		1286	2414	83.3 34.7	2,156-	58.2-
OPERATING SUPPLIES								
	CLEANING/JANITORIAL SP 5100							
	HOUSEHOLD SUPPLIES 5110							
	FOOD 5115							
	MEDICAL SUPPLIES 5120	200		130	70	83.3 65.0	44-	22.0-
	CHEMICALS 5130	8500		7703	797	83.3 90.6	743	8.7
	SERVE-SAFE SUPPLIES 5155	200			200	83.3	200-	100.0-
249	GAS AND OIL 5250	10300		1516	8784	83.3 14.7	8,480-	82.3-
	LUBRICANTS 5255							
	OTHER FUEL 5260							
	WEARING APPAREL 5355	850		315	535	83.3 37.0	472-	55.5-
	CONCRETE, CEMENT, ETC. 5405							
	SAND,CLAY,GRVL,FILL DI 5415							
	HORT./LANDSCAPING SPLY 5440							
	MINOR EQUIPMENT 5460	5000		4171	829	83.3 83.4	5	.1
2684	RECREATIONAL SUPPLIES 5510	57522	2,965	45732	8825	83.3 79.5	2,643-	4.5-

	MDSE FOR RESALE	5520	500		500	83.3		500-	100.0-	
	CERAMIC SUP.FOR RESALE	5521								
	OTHER OPERATING MATL/S	5590	500	54	446	83.3	10.8	435-	87.0-	
2932	OPERATING SUPPLIES		83572	2,965	59621	20986	83.3	71.3	12,026-	14.3-
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600								
	ELECTRICAL SUPPLIES	5605								
	PLUMBING SUPPLIES	5610								
	STRUCTURAL STEEL & IRO	5620								
	PAINT AND PAINTING SPL	5650	200		144	56	83.3	72.0	27-	13.5-
65	MTR VEHICLE REP. PTS/S	5700	1200		454	746	83.3	37.8	655-	54.5-
	RECREATIONAL EQ. REP P	5765								
65	REPAIR & MAINTENANCE		1400		598	802	83.3	42.7	682-	48.7-
3042	SUPPLIES AND EXPENSES		88672	2,965	61505	24202	83.3	69.3	14,866-	16.7-
	PROFESSIONAL SERVICES									
	ARCHITECTURAL	6012								
	CONSULTANT SERV/SURVEY	6020								
	CONTRACTUAL PROGRAMS	6032								
9590	OFFICIALS	6034	99644		57053	42591	83.3	57.2	31,180-	31.2-
6078	OTHER PROFESSIONAL SER	6049	179300	4,015	127281	48004	83.3	70.9	26,562-	14.8-
15668	PROFESSIONAL SERVICE		278944	4,015	184334	90595	83.3	66.0	57,743-	20.7-
	COMMUNICATIONS									
50	TELEPHONE AND TELEGRAP	6060	1760		447	1313	83.3	25.3	1,223-	69.4-
	POSTAGE	6070								
50	COMMUNICATIONS		1760		447	1313	83.3	25.3	1,223-	69.4-
	TRANSPORTATION									
	TRAVEL EXPENSE	6110	650			650	83.3		650-	100.0-
	CONTRACT TRAVEL	6115								
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130								
	TRANSPORTATION		650			650	83.3		650-	100.0-
	ADVERTISING									
	ADVERTISING	6150								
	ADVERTISING-SPEC. EVEN	6152								
	ADVERTISING-SENIOR FAR	6154	2940		2129	811	83.3	72.4	385-	13.0-
	ADVERTISING		2940		2129	811	83.3	72.4	385-	13.0-
	PRINTING AND BINDING									
	PRINTING	6200								
	FILM PROCESSING	6240								
	PRINTING AND BINDING									
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	BOILER MACHINERY	6260								

	OTHER INSURANCE	6299								
	INSURANCE									
	UTILITIES									
25	GAS	6300	4000		2203	1797	83.3	55.0	1,356-	33.9-
16192	ELECTRICITY	6305	185000		144053	40947	83.3	77.8	12,136-	6.5-
16217	UTILITIES		189000		146256	42744	83.3	77.3	13,492-	7.1-
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350	1000		55	945	83.3	5.5	934-	93.4-
	ELECTRICAL R&M	6355								
	PLUMBING EQUIPMENT R&M	6357								
	OFFICE EQUIPMENT R&M	6365	2000			2000	83.3		2,000-	100.0-
	HOUSEHOLD EQUIPMENT R&	6370								
	FIXED EQUIPMENT R&M	6380								
	MINOR EQUIPMENT R&M	6382								
	MOTOR VEHICLE EQ. R&M	6384	2000			2000	83.3		2,000-	100.0-
	RECREATIONAL EQ. R&M	6388								
	COMMUNICATION EQ. R&M	6390								
171	DISINFECT./EXTERMINATI	6394	2000		1473	527	83.3	73.6	232-	11.6-
	SIGN PAINTING	6396	900		880	20	83.3	97.7	156	17.3
	TOW IN CHARGES	6398								
	OTHER REPAIRS AND MAIN	6399								
171	REPR/MAINT-OUTSIDE L		7900		2408	5492	83.3	30.4	5,010-	63.4-
	RENTALS									
	LAND RENT	6400								
	MACHINERY RENT	6420								
	CYLINDER RENT	6425								
	MOP-MAT-RAG-RENT	6435								
	OTHER RENT	6449	500			500	83.3		500-	100.0-
	RENTALS		500			500	83.3		500-	100.0-
	OTHER SERVICES & CHARGE									
348	PROP.TAX COLL. FEES .0	6830	7000		3073	3927	83.3	43.9	3,312-	47.3-
60	PROP.TAX COLL. FEES.00	6831	8000		4872	3128	83.3	60.9	2,153-	26.9-
	BANK SERV/TRF FEE	6832								
	DUES AND MEMBERSHIPS	6840	1100		1005	95	83.3	91.3	106	9.6
	REGISTRATION FEE/TUITI	6845	900		413	487	83.3	45.8	404-	44.8-
	CONTRACT COACHES	6852								
	DAY CAMP COUNSELORS	6855								
	CUSTODIAL SERVICE	6870								
	SERVICES NOT SPECIFIED	6999	200			200	83.3		200-	100.0-
408	OTHER SERVICES & CHA		17200		9363	7837	83.3	54.4	5,964-	34.6-
32514	OTHER SERVICES & CHAR		498894	4,015	344937	149942	83.3	69.1	84,969-	17.0-
	IMPROVEMENT OTHER THAN									
	PARKING LOT/DRIVEWAY	7227								
	OTHER IMPROVEMENTS	7295								

	IMPROVEMENT OTHER TH							
	MACHINERY AND EQUIPMENT							
	OFFICE FURN/EQUIP. 7325							
	DATA PROCESSING EQUIP. 7327							
	RECREATIONAL EQUIPMENT 7350	72000		4999	67001	83.3	6.9	66,001- 91.6-
	COMMUNICATION EQUIPMEN 7355							
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	MACHINERY AND EQUIPM	72000		4999	67001	83.3	6.9	66,001- 91.6-
	VEHICLES							
	PICK UP TRUCKS 7420							
-----		-----	-----	-----	-----	-----	-----	-----
	VEHICLES							
-----		-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY	72000		4999	67001	83.3	6.9	66,001- 91.6-
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108469	EXPENDITURES	1124019	6,980	787003	330036	83.3	70.0	179,615- 15.9-

002341 - PKS/REC-KAMPER PARK ZOO DIV.

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
	REGULAR WAGES	4000						
	DISASTER RECOVERY WAGE	4010						
	OVERTIME	4300						
	DISASTER RECOVERY OVER	4310						

SALARIES								
EMPLOYEE BENEFITS								
	STATE RETIREMENT	4600						
	F.I.C.A. TAXES	4700						
	HOSPITALIZATION INS.	4800						
	UNEMPLOYMENT BENEFITS	4900						
	WORKMAN'S COMPENSATION	4910						

EMPLOYEE BENEFITS								

PERSONAL SERVICES								
OFFICE SUPPLIES								
	PAPER	5003						
	PRINTED FORMS	5005						
	OTHER EXPENDABLE OFF.S	5010						
	MINOR OFFICE EQUIP/FUR	5020						
	PHOTO SUPPLIES	5040						
	SUBSCRIPTIONS,MAGS,MAP	5050						
	BOOKS	5070						

OFFICE SUPPLIES								
OPERATING SUPPLIES								
	CLEANING/JANITORIAL SP	5100						
	HOUSEHOLD SUPPLIES	5110						
	MEDICAL SUPPLIES	5120						
	CHEMICALS	5130						
	FEED FOR ANIMALS	5150						
	ANIMAL SUPPLIES	5160						
	GAS AND OIL	5250						
	LUBRICANTS	5255						
	DIESEL FUEL	5257						
	OTHER FUEL	5260						
	WEARING APPAREL	5355						
	CONCRETE, CEMENT, ETC.	5405						
	SAND,CLAY,GRVL,FILL DI	5415						
	HORT./LANDSCAPING SPLY	5440						
	HAND TOOLS	5450						

MINOR EQUIPMENT 5460
RECREATIONAL SUPPLIES 5510
CONCESSION SUPPLIES 5515
MDSE FOR RESALE-GIFTSH 5520
MDSE FOR RESALE-CONCES 5522
TRAFFIC SIGNS 5545
OTHER OPERATING MATL/S 5590

OPERATING SUPPLIES
REPAIR & MAINTENANCE SP
BUILDING MATERIALS & S 5600
ELECTRICAL SUPPLIES 5605
PLUMBING SUPPLIES 5610
STRUCTURAL STEEL & IRO 5620
PAINT AND PAINTING SPL 5650
MTR VEHICLE REP. PTS/S 5700
COMMUNICATION REPAIR P 5750
AGRICLTRL REPAIR PTS/S 5755
RECREATIONAL EQ. REP P 5765
OTHER REPAIR/MAINT. SP 5990

REPAIR & MAINTENANCE

SUPPLIES AND EXPENSES

PROFESSIONAL SERVICES
VETERINARIAN 6030
OTHER PROFESSIONAL SER 6049
OTHER PROF SERV-KPZ CO 6049 98

PROFESSIONAL SERVICE
COMMUNICATIONS
TELEPHONE AND TELEGRAP 6060
POSTAGE 6070

COMMUNICATIONS
TRANSPORTATION
TRAVEL EXPENSE 6110
FREIGHT 6120
MESSENGER/EXPRESS SERV 6130

TRANSPORTATION
ADVERTISING
ADVERTISING 6150

ADVERTISING
PRINTING AND BINDING
PRINTING 6200
FILM PROCESSING 6240

PRINTING AND BINDING
INSURANCE

PUBLIC LIAB/PROPERTY D 6255
BOILER MACHINERY 6260
AUTOMOBILE INSURANCE 6265

INSURANCE
UTILITIES
GAS 6300
ELECTRICITY 6305

UTILITIES
REPR/MAINT-OUTSIDE LABO
BUILDING R&M 6350
ELECTRICAL R&M 6355
PLUMBING EQUIPMENT R&M 6357
OFFICE EQUIPMENT R&M 6365
HOUSEHOLD EQUIPMENT R& 6370
FIXED EQUIPMENT R&M 6380
MINOR EQUIPMENT R&M 6382
MOTOR VEHICLE EQ. R&M 6384
AGRICULTURAL EQ. R&M 6387
RECREATIONAL EQ. R&M 6388
COMMUNICATION EQ. R&M 6390
DISINFECT./EXTERMINATI 6394
SIGN PAINTING 6396
TOW IN CHARGES 6398
OTHER REPAIRS AND MAIN 6399

REPR/MAINT-OUTSIDE L
RENTALS
LAND RENT 6400
BUILDING RENT 6405
MACHINERY RENT 6420
CYLINDER RENT 6425
UNIFORM RENT 6430
MOP-MAT-RAG RENT 6435
OTHER RENT 6449

RENTALS
OTHER SERVICES & CHARGE
THEFT LOSS 6818
DUES AND MEMBERSHIPS 6840
REGISTRATION FEE/TUITI 6845
CUSTODIAL SERVICE 6870
SALES TAX-KPZ RIDES 6996
SERVICES NOT SPECIFIED 6999

OTHER SERVICES & CHA

OTHER SERVICES & CHAR

BUILDING/BLD IMPROVEMEN
BUILDINGS 7100

K.P CONCESSION STAND 7100 06
REHAB. EXISTING BLDGS 7100 12

BUILDINGS
BUILDING IMPROVEMENTS 7150
ED CENTER HOLDING ARE 7150 08

BUILDING IMPROVEMEN

BUILDING/BLD IMPROVE
IMPROVEMENT OTHER THAN
PARKING LOT/DRIVEWAY 7227
STREETS & ROADWAYS 7230
PARK & PLAYGROUND LIGH 7240
LANDSCAPING 7250
OTHER IMPROVEMENTS 7295
TIGER EXHIBIT 7295 14
ZEBRA EXHIBIT 7295 17
SMALL ANIMAL EXHIBITS 7295 23
AFRICAN EXHIBIT 7295 25
PRAIRIE DOG EXHIBIT 7295 48
MISC.OTHER IMPROVEMEN 7295 99

OTHER IMPROVEMENTS

IMPROVEMENT OTHER TH
MACHINERY AND EQUIPMENT
HOUSEHOLD FURN/EQUIP. 7320
DATA PROCESSING EQUIP. 7327
AGRICULTURAL EQUIPMENT 7335
RECREATIONAL EQUIPMENT 7350
COMMUNICATION EQUIPMEN 7355
OTHER EQUIPMENT 7399

MACHINERY AND EQUIPM
VEHICLES
AUTOMOBILES 7400
PICK UP TRUCKS 7420

VEHICLES
OTHER
ZOOLOGICAL ANIMALS 7505

OTHER

CAPITAL OUTLAY

EXPENDITURES

004369 - LIBRARY FUND EXPENDITURES

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OTHER SERVICES & CHARGE							
339	PROP.TAX COLL. FEES .0 6830			2996	2996-		3,595	
59	PROP.TAX COLL. FEES.00 6831			4751	4751-		5,701	
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398	OTHER SERVICES & CHA			7747	7747-		9,296	
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398	OTHER SERVICES & CHAR			7747	7747-		9,296	
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398	EXPENDITURES			7747	7747-		9,296	

005160 - H.M.F.P.FUND-FIRE DIVISION

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OFFICE SUPPLIES							
	MINOR OFFICE EQUIP/FUR 5020	3000			3000	83.3	3,000-	100.0-
	PUBLIC EDUCATION MAT'L 5032							
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	OFFICE SUPPLIES	3000			3000	83.3	3,000-	100.0-
	OPERATING SUPPLIES							
	GAS AND OIL 5250							
3813	WEARING APPAREL 5355	59873		45925	13948	83.3 76.7	4,763-	7.9-
	MINOR EQUIPMENT 5460							
356	MINOR FIRE FIGHTING EQ 5462	400		356	44	83.3 89.0	27	6.7
	HAZ.MAT SUPPLIES 5466							
	FIRE HOSE 5470	2088			2088	83.3	2,088-	100.0-
	SFTY/FIRE P/MATL CONTR 5535	1500			1500	83.3	1,500-	100.0-
	OTHER OPER.MATLS-USM 5590							
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4169	OPERATING SUPPLIES	63861		46281	17580	83.3 72.4	8,323-	13.0-
	REPAIR & MAINTENANCE SP							
	MTR VEHICLE REP. PTS/S 5700							
	COMMUNICATION REPAIR P 5750	525		519	6	83.3 98.8	97	18.4
	MINOR COMPUTER EQUIP. 5800	2000			2000	83.3	2,000-	100.0-
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	REPAIR & MAINTENANCE	2525		519	2006	83.3 20.5	1,902-	75.3-
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4169	SUPPLIES AND EXPENSES	69386		46800	22586	83.3 67.4	13,226-	19.0-
	OTHER PROFESSIONAL SER 6049	5175			5175	83.3	5,175-	100.0-
	TRANSPORTATION							
	TRAVEL EXPENSE 6110							
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	TRANSPORTATION							
	REPR/MAINT-OUTSIDE LABO							
2350	BUILDING R&M (USM) 6350	2500		2350	150	83.3 94.0	320	12.8
	MOTOR VEHICLE EQ. R&M 6384							
	COMMUNICATION EQ. R&M 6390							
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2350	REPR/MAINT-OUTSIDE L	2500		2350	150	83.3 94.0	320	12.8
	OTHER SERVICES & CHARGE							
	BANK SERV/TRF FEE 6832							
	REGISTRATION FEE/TUITI 6845	19295		16294	3001	83.3 84.4	257	1.3
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	OTHER SERVICES & CHA	19295		16294	3001	83.3 84.4	257	1.3
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2350	OTHER SERVICES & CHAR	26970		18644	8326	83.3 69.1	4,597-	17.0-

	LAND								
	LAND	7000							
	LAND								
	BUILDING/BLD IMPROVEMEN								
	BUILDINGS	7100							
	FIRE DRILL TOWER	7100 02	10500			10500	83.3	10,500-	100.0-
	FIRE STATIONS	7100 20							
	BUILDINGS		10500			10500	83.3	10,500-	100.0-
	BUILDING IMPROVEMENTS	7150							
	FIRE STA IMPR-USM MON	7150 30							
	BUILDING IMPROVEMEN								
	BUILDING/BLD IMPROVE		10500			10500	83.3	10,500-	100.0-
	IMPROVEMENT OTHER THAN								
	PARKING LOT/DRIVEWAY	7227							
	LANDSCAPING	7250							
7586	OTHER IMPROVEMENTS	7295	9500	7586	1914	83.3	79.8	396-	4.1-
	OTHER IMPROVEMENTS-USM	7297							
7586	IMPROVEMENT OTHER TH		9500	7586	1914	83.3	79.8	396-	4.1-
	MACHINERY AND EQUIPMENT								
	FIRE FIGHTING	7315	21000	4579	16422	83.3	21.8	15,505-	73.8-
	HOUSEHOLD FURN/EQUIP.	7320							
	OFFICE FURN/EQUIP.	7325							
	DATA PROCESSING EQUIP.	7327	27953		27953	83.3		27,953-	100.0-
	AGRICULTURAL EQUIPMENT	7335							
2955	COMMUNICATION EQUIPMEN	7355	50000	23107	26893	83.3	46.2	22,271-	44.5-
	COMMUNICATION EQ-USM	7356	49000		49000	83.3		49,000-	100.0-
	HYDRANTS & METERS (USM)	7365							
	OTHER EQUIP-USM MONIES	7398							
	OTHER EQUIPMENT	7399	25000	3735	21265	83.3	14.9	20,518-	82.0-
2955	MACHINERY AND EQUIPM		172953	31421	141532	83.3	18.1	135,247-	78.1-
	VEHICLES								
	AUTOMOBILES	7400							
	MOTORCYCLES	7405							
	BUSES	7410							
7359	PICK UP TRUCKS	7420	103000	100494	2507	83.3	97.5	17,592	17.0
	HEAVY TRUCKS	7430							
	FIRE TRUCKS	7435	764299	764229	70	83.3	99.9	152,775	19.9
7359	VEHICLES		867299	864723	2577	83.3	99.7	170,368	19.6
17900	CAPITAL OUTLAY		1060252	903729	156523	83.3	85.2	24,222	2.2
24420	EXPENDITURES		1156608	969173	187435	83.3	83.7	6,399	.5

005460 - H.M.F.P.FUND-CAPITAL LEASES

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	CAPITAL LEASE PAYMENTS							
	MDB-BLDG-FIRE STA #8 8515							
	FIRE TRUCKS LEASE-A'04 8527							
	FIRE TRUCKS LEASE-B'04 8528							
	FIRE TRUCKS LEASE-'06 8529							
	FIRE PROT.EQUIP.LEASE 8530							
27061	FIRE TRUCKS LEASE-'11 8532	161260		134081	27179	83.3 83.1	362-	.2-
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27061	CAPITAL LEASE PAYMEN	161260		134081	27179	83.3 83.1	362-	.2-
	INTEREST ON CAPITAL LEA							
	MDB-BLDG-FIRE STA #8 8615							
	FIRE TRUCKS LEASE-A'04 8627							
	FIRE TRUCKS LEASE-B'04 8628							
	FIRE TRUCKS LEASE-'06 8629							
	FIRE PROT.EQUIP.LEASE 8630							
1620	FIRE TRUCKS LEASE-'11 8632	10825		9328	1497	83.3 86.1	368	3.3
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1620	INTEREST ON CAPITAL	10825		9328	1497	83.3 86.1	368	3.3
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28681	DEBT SERVICE	172085		143409	28676	83.3 83.3	5	
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28681	EXPENDITURES	172085		143409	28676	83.3 83.3	5	

008201 - SPEC.ST.IMPR-STREET DIV.

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
OPERATING SUPPLIES								
	CHEMICALS 5130							
	GAS AND OIL 5250							
	LUBRICANTS 5255							
	OTHER FUEL 5260							
	ASPHALT & ASPHALT PROD 5400							
	CONCRETE, CEMENT, ETC. 5405							
	BRICK, STONE, MORTAR, ETC 5410							
	SAND, CLAY, GRVL, FILL DI 5415							
	DRAINAGE PIPE & CULVER 5420							
	HORT./LANDSCAPING SPLY 5440							
	MINOR EQUIPMENT 5460							
	TRAFFIC CONTROL EQ. SP 5540							
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OPERATING SUPPLIES								
REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S 5600							
	PLUMBING SUPPLIES 5610							
	STRUCTURAL STEEL & IRO 5620							
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REPAIR & MAINTENANCE								
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SUPPLIES AND EXPENSES								
PROFESSIONAL SERVICES								
	OTHER PROFESSIONAL SER 6049							
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PROFESSIONAL SERVICE								
	REPR/MAINT-OUTSIDE LABO							
	STREETS & STRUCTURES R 6360	127168			127168	83.3	127,168-	100.0-
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	REPR/MAINT-OUTSIDE L	127168			127168	83.3	127,168-	100.0-
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	OTHER SERVICES & CHAR	127168			127168	83.3	127,168-	100.0-
LAND								
	LAND 7000							
	EASEMENTS 7010							
	STREETS & ROADWAYS 7230							
	4TH STREET 7230 09							
	LINCOLN RD-FAUS-#1 7230 12							
	LINCOLN RD-FAUS-#2 7230 17							
	LINCOLN RD-FAUS-#3 7230 27							
	LINCOLN RD-FAUS-#4 7230 29							

CLASSIC DR-FAUS	7230 36
SOUTH 28TH-FAUS	7230 37
WALMART/TIF PROJECT	7230 80

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	STREETS & ROADWAYS								
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	LAND								
-----		-----	-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY								
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	EXPENDITURES	127168			127168	83.3		127,168-	100.0-

009660 - W&S O&M-CUSTOMER ACCT. DIV.

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
18499	REGULAR WAGES 4000	300642		234488	66154	83.3 77.9	19,256-	6.4-
	DISASTER RECOVERY WAGE 4010							
378	OVERTIME 4300	5000		3473	1527	83.3 69.4	832-	16.6-
	DISASTER RECOVERY OVER 4310							
18877	SALARIES	305642		237961	67681	83.3 77.8	20,088-	6.5-
EMPLOYEE BENEFITS								
2973	STATE RETIREMENT 4600	48140		37479	10661	83.3 77.8	3,165-	6.5-
1422	F.I.C.A. TAXES 4700	23400		17972	5428	83.3 76.8	1,833-	7.8-
6050	HOSPITALIZATION INS. 4800	78000		57194	20806	83.3 73.3	9,367-	12.0-
	UNEMPLOYMENT BENEFITS 4900	1000			1000	83.3	1,000-	100.0-
	WORKMAN'S COMPENSATION 4910	4390			4390	83.3	4,390-	100.0-
10445	EMPLOYEE BENEFITS	154930		112645	42285	83.3 72.7	19,756-	12.7-
29322	PERSONAL SERVICES	460572		350606	109966	83.3 76.1	39,844-	8.6-
OFFICE SUPPLIES								
190	PAPER 5003	3000		1504	1496	83.3 50.1	1,195-	39.8-
	PRINTED FORMS 5005							
450	OTHER EXPENDABLE OFF.S 5010	2250	150	1266	834	83.3 56.2	730-	32.4-
	MINOR OFFICE EQUIP/FUR 5020	800		391	409	83.3 48.8	330-	41.2-
	BOOKS 5070	150			150	83.3	150-	100.0-
640	OFFICE SUPPLIES	6200	150	3161	2889	83.3 50.9	2,406-	38.8-
OPERATING SUPPLIES								
	CLEANING/JANITORIAL SP 5100	800		104	696	83.3 13.0	675-	84.3-
	MEDICAL SUPPLIES 5120							
768	GAS AND OIL 5250	12730		8012	4718	83.3 62.9	3,115-	24.4-
	LUBRICANTS 5255							
	CONCRETE, CEMENT, ETC. 5405							
776	HAND TOOLS 5450	4793	282	4411	100	83.3 92.0	500	10.4
	MINOR EQUIPMENT 5460	400		300	100	83.3 75.0	40-	10.0-
	METER LOCKS 5467	900		652	248	83.3 72.4	117-	13.0-
12	OTHER OPERATING MATL/S 5590	500		387	113	83.3 77.4	35-	7.0-
1556	OPERATING SUPPLIES	20123	282	13865	5975	83.3 68.9	3,485-	17.3-
REPAIR & MAINTENANCE SP								
84	ELECTRICAL SUPPLIES 5605	1050		531	519	83.3 50.5	412-	39.2-
	MTR VEHICLE REP. PTS/S 5700	3000	410	1383	1207	83.3 46.1	1,340-	44.6-
	COMMUNICATION REPAIR P 5750							
	OTHER REPAIR/MAINT. SP 5990	500			500	83.3	500-	100.0-

84	REPAIR & MAINTENANCE	4550	410	1914	2226	83.3	42.0	2,253-	49.5-
2280	SUPPLIES AND EXPENSES	30873	842	18940	11090	83.3	61.3	8,145-	26.3-
	PROFESSIONAL SERVICES								
	AUDITING AND ACCOUNTIN 6010	25000			25000	83.3		25,000-	100.0-
	APPRAISAL 6017								
	LEGAL 6025								
	MEDICAL 6027								
1289	OTHER PROFESSIONAL SER 6049	25000		16518	8483	83.3	66.0	5,178-	20.7-
1289	PROFESSIONAL SERVICE	50000		16518	33483	83.3	33.0	30,178-	60.3-
	COMMUNICATIONS								
493	TELEPHONE AND TELEGRAP 6060	1000		1379	379-	83.3	137.9	654	65.4
	POSTAGE 6070	55000		40745	14255	83.3	74.0	6,106-	11.1-
493	COMMUNICATIONS	56000		42124	13876	83.3	75.2	5,451-	9.7-
	TRANSPORTATION								
	FREIGHT 6120								
	TRANSPORTATION								
	ADVERTISING								
	ADVERTISING 6150								
	ADVERTISING								
	PRINTING AND BINDING								
92	PRINTING 6200	4000		3282	718	83.3	82.0	61-	1.5-
92	PRINTING AND BINDING	4000		3282	718	83.3	82.0	61-	1.5-
	INSURANCE								
	AUTOMOBILE INSURANCE 6265								
	INSURANCE								
	UTILITIES								
13	GAS 6300	1800		467	1333	83.3	25.9	1,239-	68.8-
554	ELECTRICITY 6305	7000		4547	2453	83.3	64.9	1,543-	22.0-
567	UTILITIES	8800		5014	3786	83.3	56.9	2,783-	31.6-
	REPR/MAINT-OUTSIDE LABO								
	BUILDING R&M 6350	4500		2776	1724	83.3	61.6	1,168-	25.9-
	OFFICE EQUIPMENT R&M 6365	2200		1998	202	83.3	90.8	197	8.9
75	FIXED EQUIPMENT R&M 6380	800	75	708	17	83.3	88.5	49	6.1
2400	MOTOR VEHICLE EQ. R&M 6384	7800		7798	2	83.3	99.9	1,557	19.9
300	COMMUNICATION EQ. R&M 6390	600		556	44	83.3	92.6	67	11.1
385	DISINFECT./EXTERMINATI 6394	800		897	97-	83.3	112.1	276	34.5
	OTHER REPAIRS AND MAIN 6399	1000		802	198	83.3	80.2	37-	3.7-
3160	REPR/MAINT-OUTSIDE L	17700	75	15535	2090	83.3	87.7	942	5.3
	RENTALS								
	BUILDING RENT 6405								
	OFFICE EQUIPMENT RENT 6410								
78	UNIFORM RENT 6430	1350		988	362	83.3	73.1	164-	12.1-

	MOP-MAT-RAG RENT	6435							
	OTHER RENT	6449							
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78	RENTALS	1350			988	362	83.3	73.1	164- 12.1-
	OTHER SERVICES & CHARGE								
	CASH OVERAGE/SHORTAGE	6819							
	BANK SERV/TRF FEE	6832							
	REFUNDS	6835							
	WATER RELATED REFUND	6835 WTR							
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	REFUNDS								
	NSF CHECKS	6836							
	DUES AND MEMBERSHIPS	6840							
	REGISTRATION FEE/TUITI	6845	1100		1100	83.3			1,100- 100.0-
	SERVICES NOT SPECIFIED	6999	4000		4000	83.3	100.0		800 20.0
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	OTHER SERVICES & CHA	5100			4000	1100	83.3	78.4	300- 5.8-
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5677	OTHER SERVICES & CHAR	142950	75		87460	55415	83.3	61.1	37,998- 26.5-
	BUILDING/BLD IMPROVEMEN								
	BUILDING IMPROVEMENTS	7150							
	WATER OFFICE RENOVATI	7150 16							
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	BUILDING IMPROVEMEN								
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	BUILDING/BLD IMPROVE								
	MACHINERY AND EQUIPMENT								
	OFFICE FURN/EQUIP.	7325							
	DATA PROCESSING EQUIP.	7327							
	WATER UTILITY SOFTWARE	7329							
	CONSTRUCTION EQUIPMENT	7345							
	COMMUNICATION EQUIPMEN	7355							
	OTHER EQUIPMENT	7399							
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	MACHINERY AND EQUIPM								
	VEHICLES								
	AUTOMOBILES	7400							
	PICK UP TRUCKS	7420	19961		19440	521	83.3	97.3	3,367 16.8
	SPECIAL TRUCKS	7450							
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	VEHICLES	19961			19440	521	83.3	97.3	3,367 16.8
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	CAPITAL OUTLAY	19961			19440	521	83.3	97.3	3,367 16.8
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37280	EXPENDITURES	654356	917		476446	176993	83.3	72.8	82,620- 12.6-

009672 - W&S O&M-WATER TRANSMISSION DIV

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
35538	REGULAR WAGES 4000	510321		376937	133384	83.3 73.8	57,996-	11.3-
	DISASTER RECOVERY WAGE 4010							
2090	OVERTIME 4300	35000		22665	12335	83.3 64.7	7,802-	22.2-
	DISASTER RECOVERY OVER 4310			429	429-		514	
37627	SALARIES	545321		400031	145290	83.3 73.3	65,283-	11.9-
EMPLOYEE BENEFITS								
5926	STATE RETIREMENT 4600	85900		63005	22895	83.3 73.3	10,294-	11.9-
2827	F.I.C.A. TAXES 4700	41720		30105	11615	83.3 72.1	5,594-	13.4-
10650	HOSPITALIZATION INS. 4800	114000		85246	28754	83.3 74.7	11,704-	10.2-
	UNEMPLOYMENT BENEFITS 4900	2000		498-	2498	83.3 24.9	1,402-	70.1-
	WORKMAN'S COMPENSATION 4910	17220			17220	83.3	17,220-	100.0-
19403	EMPLOYEE BENEFITS	260840		177858	82982	83.3 68.1	47,410-	18.1-
57031	PERSONAL SERVICES	806161		577889	228272	83.3 71.6	112,694-	13.9-
OFFICE SUPPLIES								
	PAPER 5003							
	PRINTED FORMS 5005							
	OTHER EXPENDABLE OFF.S 5010							
	MINOR OFFICE EQUIP/FUR 5020							
	SUBSCRIPTIONS,MAGS,MAP 5050							
OFFICE SUPPLIES								
OPERATING SUPPLIES								
	CLEANING/JANITORIAL SP 5100							
	MEDICAL SUPPLIES 5120							
	CHEMICALS 5130							
3357	GAS AND OIL 5250	60000		26096	33904	83.3 43.4	28,684-	47.8-
	NATURAL GAS FUEL 5252							
	LUBRICANTS 5255							
301	DIESEL FUEL 5257	7500		2668	4832	83.3 35.5	4,298-	57.3-
	WEARING APPAREL 5355	3000		1569	1431	83.3 52.3	1,117-	37.2-
	ASPHALT & ASPHALT PROD 5400							
	CONCRETE, CEMENT, ETC. 5405	10000		9010	990	83.3 90.1	812	8.1
	BRICK,STONE,MORTAR,ETC 5410			1875	1875-		2,250	
	SAND,CLAY,GRVL,FILL DI 5415	9000		8647	353	83.3 96.0	1,376	15.2
	HORT./LANDSCAPING SPLY 5440							
1347	HAND TOOLS 5450	7000		5822	1178	83.3 83.1	13-	.1-
	MINOR EQUIPMENT 5460	2000		1779	221	83.3 88.9	134	6.7
	HYDRANT PARTS 5480							
	METER PARTS 5485							

	VALVE PARTS	5490							
	PUMPING EQUIPMENT PART	5495							
	OTHER OPERATING MATL/S	5590	1380	380	914	86	83.3 66.2	283-	20.5-
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5004	OPERATING SUPPLIES		99880	380	58381	41119	83.3 58.4	29,822-	29.8-
	REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S	5600							
	ELECTRICAL SUPPLIES	5605							
5667	PLUMBING SUPPLIES	5610	105336	7,217	97725	395	83.3 92.7	11,934	11.3
	STRUCTURAL STEEL & IRO	5620							
	PAINT AND PAINTING SPL	5650	1000		160	840	83.3 16.0	808-	80.8-
2022	MTR VEHICLE REP. PTS/S	5700	20000	348	7774	11878	83.3 38.8	10,671-	53.3-
	COMMUNICATION REPAIR P	5750							
	EXPENDABLE WELDING SPL	5770							
98	OTHER REPAIR/MAINT. SP	5990	2000		199	1801	83.3 9.9	1,761-	88.0-
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7787	REPAIR & MAINTENANCE		128336	7,565	105857	14914	83.3 82.4	1,307-	1.0-
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12792	SUPPLIES AND EXPENSES		228216	7,945	164238	56033	83.3 71.9	31,130-	13.6-
	PROFESSIONAL SERVICES								
	ENGINEERING	6015							
	ABSTRACTING & RECORDIN	6023							
	MEDICAL	6027							
	OTHER PROFESSIONAL SER	6049							
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	PROFESSIONAL SERVICE								
	COMMUNICATIONS								
	POSTAGE	6070							
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	COMMUNICATIONS								
	TRANSPORTATION								
	TRAVEL EXPENSE	6110							
	FREIGHT	6120							
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	TRANSPORTATION								
	ADVERTISING								
	ADVERTISING	6150							
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	ADVERTISING								
	PRINTING AND BINDING								
	PRINTING	6200							
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	PRINTING AND BINDING								
	INSURANCE								
	PUBLIC LIAB/PROPERTY D	6255							
	AUTOMOBILE INSURANCE	6265							
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	INSURANCE								
	REPR/MAINT-OUTSIDE LABO								
	BUILDING R&M	6350							
	ELECTRICAL R&M	6355							

19358	PLUMBING EQUIPMENT R&M 6357								
	STREETS & STRUCTURES R 6360	734510	12,450	549541	172519	83.3	74.8	75,060-	10.2-
	FIXED EQUIPMENT R&M 6380								
	MINOR EQUIPMENT R&M 6382								
436	MOTOR VEHICLE EQ. R&M 6384	16730		7436	9294	83.3	44.4	7,806-	46.6-
	CONSTRUCTION EQUIP R&M 6386	5312		3565	1747	83.3	67.1	1,034-	19.4-
	COMMUNICATION EQ. R&M 6390								
	TOW IN CHARGES 6398	1000		350	650	83.3	35.0	580-	58.0-
	OTHER REPAIRS AND MAIN 6399								
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19795	REPR/MAINT-OUTSIDE L	757552	12,450	560893	184210	83.3	74.0	84,480-	11.1-
	RENTALS								
61	MACHINERY RENT 6420	1295		864	431	83.3	66.7	258-	19.9-
	CYLINDER RENT 6425								
222	UNIFORM RENT 6430	4000		3842	158	83.3	96.0	610	15.2
	OTHER RENT 6449	5490		5490		83.3	100.0	1,098	20.0
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283	RENTALS	10785		10196	589	83.3	94.5	1,450	13.4
	OTHER SERVICES & CHARGE								
	SETTLEMT OF DAMAGE CLA 6700								
	DUES AND MEMBERSHIPS 6840								
	REGISTRATION FEE/TUITI 6845								
	SERVICES NOT SPECIFIED 6999								
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	OTHER SERVICES & CHA								
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20077	OTHER SERVICES & CHAR	768337	12,450	571088	184799	83.3	74.3	83,031-	10.8-
	LEASEHOLDS 7020								
	BUILDING/BLD IMPROVEMEN								
	BUILDING IMPROVEMENTS 7150								
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	BUILDING/BLD IMPROVE								
	IMPROVEMENT OTHER THAN								
	OTHER IMPROVEMENTS 7295								
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	IMPROVEMENT OTHER TH								
	MACHINERY AND EQUIPMENT								
	DATA PROCESSING EQUIP. 7327								
	CONSTRUCTION EQUIPMENT 7345	41907		41907		83.3	100.0	8,381	19.9
	COMMUNICATION EQUIPMEN 7355								
	HYDRANTS & METERS 7365								
	PIPE 7370								
	OTHER EQUIPMENT 7399								
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	MACHINERY AND EQUIPM	41907		41907		83.3	100.0	8,381	19.9
	VEHICLES								
	AUTOMOBILES 7400								
	PICK UP TRUCKS 7420								
33468	SPECIAL TRUCKS 7450	40968	7,500	33468		83.3	81.6	806-	1.9-
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33468	VEHICLES	40968	7,500	33468		83.3	81.6	806-	1.9-

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33468	CAPITAL OUTLAY	82875	7,500	75375		83.3	90.9	7,575	9.1
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123367	EXPENDITURES	1885589	27,895	1388591	469103	83.3	73.6	219,279-	11.6-

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
32202	REGULAR WAGES 4000	404781		336451	68330	83.3 83.1	1,039-	.2-
	DISASTER RECOVERY WAGE 4010							
1236	OVERTIME 4300	25000		14959	10041	83.3 59.8	7,049-	28.1-
	DISASTER RECOVERY OVER 4310							
33438	SALARIES	429781		351410	78371	83.3 81.7	8,089-	1.8-
EMPLOYEE BENEFITS								
5266	STATE RETIREMENT 4600	67690		55347	12343	83.3 81.7	1,273-	1.8-
2507	F.I.C.A. TAXES 4700	32890		26315	6575	83.3 80.0	1,312-	3.9-
7750	HOSPITALIZATION INS. 4800	96000		77308	18692	83.3 80.5	3,230-	3.3-
	UNEMPLOYMENT BENEFITS 4900	3000			3000	83.3	3,000-	100.0-
	WORKMAN'S COMPENSATION 4910	9050			9050	83.3	9,050-	100.0-
15524	EMPLOYEE BENEFITS	208630		158970	49660	83.3 76.1	17,866-	8.5-
48961	PERSONAL SERVICES	638411		510379	128032	83.3 79.9	25,956-	4.0-
OFFICE SUPPLIES								
	PAPER 5003	200		40	160	83.3 20.0	152-	76.0-
	PRINTED FORMS 5005	3000		1095	1905	83.3 36.5	1,686-	56.2-
	OTHER EXPENDABLE OFF.S 5010	2750		2723	27	83.3 99.0	517	18.8
	MINOR OFFICE EQUIP/FUR 5020	50		11	39	83.3 22.0	36-	72.0-
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070	200			200	83.3	200-	100.0-
	COMPUTER SUPPLIES 5080	300		235	65	83.3 78.3	18-	6.0-
	OFFICE SUPPLIES	6500		4104	2396	83.3 63.1	1,575-	24.2-
OPERATING SUPPLIES								
743	CLEANING/JANITORIAL SP 5100	2000		1769	231	83.3 88.4	122	6.1
	FOOD 5115							
	MEDICAL SUPPLIES 5120							
4310	CHEMICALS 5130	50000	12,645	27895	9460	83.3 55.7	16,526-	33.0-
480	GAS AND OIL 5250	9800	72	3793	5935	83.3 38.7	5,248-	53.5-
	LUBRICANTS 5255							
276	DIESEL FUEL 5257	10000		6161	3839	83.3 61.6	2,606-	26.0-
	OTHER FUEL 5260	600		168	432	83.3 28.0	398-	66.3-
	WEARING APPAREL 5355	100			100	83.3	100-	100.0-
	CONCRETE, CEMENT, ETC. 5405							
	SAND,CLAY,GRVL,FILL DI 5415							
	DRAINAGE PIPE & CULVER 5420							
	HORT./LANDSCAPING SPLY 5440							
	HAND TOOLS 5450	500			500	83.3	500-	100.0-
	MINOR EQUIPMENT 5460							

	METER PARTS	5485	1500		1500	83.3		1,500-	100.0-
	VALVE PARTS	5490							
	PUMPING EQUIPMENT PART	5495	10000	3,527	4974	1499	83.3 49.7	4,031-	40.3-
102	OTHER OPERATING MATL/S	5590	4064		3809	255	83.3 93.7	506	12.4
5911	OPERATING SUPPLIES		88564	16,244	48570	23750	83.3 54.8	30,280-	34.1-
	REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S	5600	5000		4601	399	83.3 92.0	521	10.4
1023	ELECTRICAL SUPPLIES	5605	12000		6740	5260	83.3 56.1	3,912-	32.6-
	PLUMBING SUPPLIES	5610	3000	53	186	2762	83.3 6.2	2,776-	92.5-
	STRUCTURAL STEEL & IRO	5620							
	PAINT AND PAINTING SPL	5650	1500	262	847	391	83.3 56.4	483-	32.2-
298	MTR VEHICLE REP. PTS/S	5700	3000		690	2310	83.3 23.0	2,172-	72.4-
	GENERATOR REP. PTS/SPL	5705	12500		889	11611	83.3 7.1	11,433-	91.4-
	COMMUNICATION REPAIR P	5750	3000		726	2274	83.3 24.2	2,128-	70.9-
33	AGRICLTRL REPAIR PTS/S	5755	2500		1042	1458	83.3 41.6	1,249-	49.9-
	MINOR COMPUTER EQUIP.	5800							
	OTHER REPAIR/MAINT. SP	5990	1000		716	284	83.3 71.6	140-	14.0-
1353	REPAIR & MAINTENANCE		43500	315	16436	26749	83.3 37.7	23,776-	54.6-
7265	SUPPLIES AND EXPENSES		138564	16,559	69110	52896	83.3 49.8	55,632-	40.1-
	PROFESSIONAL SERVICES								
	ENGINEERING	6015							
1523	CONSULTANT SERV/SURVEY	6020							
	OTHER PROFESSIONAL SER	6049	75000	1,878	59112	14010	83.3 78.8	4,065-	5.4-
1523	PROFESSIONAL SERVICE		75000	1,878	59112	14010	83.3 78.8	4,065-	5.4-
	COMMUNICATIONS								
544	TELEPHONE AND TELEGRAP	6060	3000		2662	338	83.3 88.7	194	6.4
	POSTAGE	6070	2500		2422	78	83.3 96.8	406	16.2
544	COMMUNICATIONS		5500		5085	415	83.3 92.4	602	10.9
	TRANSPORTATION								
39	TRAVEL EXPENSE	6110	1936		687	1249	83.3 35.4	1,111-	57.3-
60	FREIGHT	6120	2500	25	126	2348	83.3 5.0	2,348-	93.9-
	MESSENGER/EXPRESS SERV	6130							
99	TRANSPORTATION		4436	25	813	3598	83.3 18.3	3,460-	77.9-
	ADVERTISING								
	ADVERTISING	6150							
	ADVERTISING								
	PRINTING AND BINDING								
	PRINTING	6200							
	PRINTING AND BINDING								
	INSURANCE								
	BOILER MACHINERY	6260							
	SURETY AND FORGERY BON	6270							

INSURANCE										
UTILITIES										
269	GAS	6300	7500		3809	3691	83.3	50.7	2,929-	39.0-
59719	ELECTRICITY	6305	780000		585308	194692	83.3	75.0	77,630-	9.9-

59988	UTILITIES		787500		589118	198382	83.3	74.8	80,558-	10.2-
REPR/MAINT-OUTSIDE LABO										
	BUILDING R&M	6350	1000		569	431	83.3	56.9	317-	31.7-
1149	ELECTRICAL R&M	6355	20000		15773	4227	83.3	78.8	1,072-	5.3-
	PLUMBING EQUIPMENT R&M	6357								
	OFFICE EQUIPMENT R&M	6365	1000		99	901	83.3	9.9	881-	88.1-
10885	FIXED EQUIPMENT R&M	6380	100000	7,125	30108	62767	83.3	30.1	63,870-	63.8-
222	MINOR EQUIPMENT R&M	6382	4000		3938	62	83.3	98.4	725	18.1
23300	GENERATOR R&M	6383	100000	43,820	23300	32880	83.3	23.3	72,040-	72.0-
4692	MOTOR VEHICLE EQ. R&M	6384	5000		4958	42	83.3	99.1	949	18.9
	CONSTRUCTION EQUIP R&M	6386								
	AGRICULTURAL EQ. R&M	6387	1000		180	820	83.3	18.0	784-	78.4-
	COMMUNICATION EQ. R&M	6390	1000		541	459	83.3	54.1	350-	35.0-
148	DISINFECT./EXTERMINATI	6394	1000		625	375	83.3	62.5	250-	25.0-
	OTHER REPAIRS AND MAIN	6399	1000		100	900	83.3	10.0	880-	88.0-

40396	REPR/MAINT-OUTSIDE L		235000	50,945	80191	103864	83.3	34.1	138,770-	59.0-
RENTALS										
	OFFICE EQUIPMENT RENT	6410								
	MACHINERY RENT	6420								
	CYLINDER RENT	6425								
206	UNIFORM RENT	6430	3500		3091	409	83.3	88.3	209	5.9
58	MOP-MAT-RAG RENT	6435	1000		302	698	83.3	30.2	637-	63.7-
	OTHER RENT	6449								

264	RENTALS		4500		3394	1106	83.3	75.4	427-	9.4-
OTHER SERVICES & CHARGE										
	BANK SERV/TRF FEE	6832								
	DUES AND MEMBERSHIPS	6840	1000		625	375	83.3	62.5	250-	25.0-
	REGISTRATION FEE/TUITI	6845	2000		566	1434	83.3	28.3	1,320-	66.0-
	CUSTODIAL SERVICE	6870								
	PROPERTY TAXES	6995								
	SERVICES NOT SPECIFIED	6999	2000		1053	947	83.3	52.6	736-	36.8-

	OTHER SERVICES & CHA		5000		2244	2756	83.3	44.8	2,307-	46.1-

102814	OTHER SERVICES & CHAR		1116936	52,848	739957	324131	83.3	66.2	228,987-	20.5-

BUILDING/BLD IMPROVEMEN										
	BUILDING IMPROVEMENTS	7150								
	W&S WAREHOUSE IMPROVE	7150 11	162283			162283	83.3		162,283-	100.0-
	WATER PLANT RENOVATIO	7150 17								
	ELEVATOR	7150 24								

	BUILDING IMPROVEMEN		162283			162283	83.3		162,283-	100.0-

	BUILDING/BLD IMPROVE		162283			162283	83.3		162,283-	100.0-

	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	WATER UTILITY SOFTWARE	7329								
	AGRICULTURAL EQUIPMENT	7335								
	PLANT EQUIPMENT	7340								
	COMMUNICATION EQUIPMEN	7355								
	HYDRANTS & METERS	7365								
	OTHER EQUIPMENT	7399	22959		22959	83.3	100.0	4,591	19.9	
	MACHINERY AND EQUIPM		22959		22959	83.3	100.0	4,591	19.9	
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
	VEHICLES									
	CAPITAL OUTLAY		185242		22959	162283	83.3	12.3	157,691-	85.1-
159040	EXPENDITURES		2079153	69,407	1342405	667341	83.3	64.5	468,267-	22.5-

009676 - W&S O&M-SEWER DIVISION

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
31216	REGULAR WAGES 4000	476522		348898	127624	83.3 73.2	57,844-	12.1-
	DISASTER RECOVERY WAGE 4010							
1619	OVERTIME 4300	39064		28332	10732	83.3 72.5	5,065-	12.9-
	DISASTER RECOVERY OVER 4310							
32835	SALARIES	515586		377230	138356	83.3 73.1	62,910-	12.2-
EMPLOYEE BENEFITS								
5171	STATE RETIREMENT 4600	81360		59414	21946	83.3 73.0	10,063-	12.3-
2495	F.I.C.A. TAXES 4700	39260		28664	10596	83.3 73.0	4,863-	12.3-
12200	HOSPITALIZATION INS. 4800	114000		85570	28430	83.3 75.0	11,316-	9.9-
	UNEMPLOYMENT BENEFITS 4900	3636		2844	792	83.3 78.2	223-	6.1-
	WORKMAN'S COMPENSATION 4910	16950			16950	83.3	16,950-	100.0-
19866	EMPLOYEE BENEFITS	255206		176492	78714	83.3 69.1	43,415-	17.0-
52701	PERSONAL SERVICES	770792		553721	217071	83.3 71.8	106,326-	13.7-
OPERATING SUPPLIES								
	CLEANING/JANITORIAL SP 5100							
	HOUSEHOLD SUPPLIES 5110							
	MEDICAL SUPPLIES 5120							
3093	CHEMICALS 5130	165000		164231	769	83.3 99.5	32,077	19.4
698	GAS AND OIL 5250	12000		6655	5345	83.3 55.4	4,014-	33.4-
	LUBRICANTS 5255							
680	DIESEL FUEL 5257	20000		7131	12869	83.3 35.6	11,442-	57.2-
	OTHER FUEL 5260							
	WEARING APPAREL 5355	3800		2332	1468	83.3 61.3	1,001-	26.3-
	ASPHALT & ASPHALT PROD 5400			36	36-		43	
	CONCRETE, CEMENT, ETC. 5405	8000		5679	2321	83.3 70.9	1,185-	14.8-
	BRICK, STONE, MORTAR, ETC 5410	1000			1000	83.3	1,000-	100.0-
	SAND, CLAY, GRVL, FILL DI 5415	10000		9452	548	83.3 94.5	1,342	13.4
	DRAINAGE PIPE & CULVER 5420							
	HORT./LANDSCAPING SPLY 5440	300			300	83.3	300-	100.0-
1576	HAND TOOLS 5450	8095		7042	1053	83.3 86.9	355	4.3
332	MINOR EQUIPMENT 5460	2500		2277	223	83.3 91.0	232	9.2
	PUMPING EQUIPMENT PART 5495	100		19	81	83.3 19.0	77-	77.0-
	OTHER OPERATING MATL/S 5590	5960		7148	1188-	83.3 119.9	2,617	43.9
6379	OPERATING SUPPLIES	236755		212002	24753	83.3 89.5	17,647	7.4
REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S 5600	500	149	330	20	83.3 66.0	104-	20.8-
15-	ELECTRICAL SUPPLIES 5605	2500		2191	309	83.3 87.6	129	5.1
8795	PLUMBING SUPPLIES 5610	41800	1,906	25771	14123	83.3 61.6	10,874-	26.0-

	STRUCTURAL STEEL & IRO	5620							
	PAINT AND PAINTING SPL	5650	500			500	83.3		500- 100.0-
3100	MTR VEHICLE REP. PTS/S	5700	25000	879	21637	2484	83.3 86.5	964	3.8
	COMMUNICATION REPAIR P	5750							
	AGRICLTRL REPAIR PTS/S	5755							
	EXPENDABLE WELDING SPL	5770							
	OTHER REPAIR/MAINT. SP	5990	2000		603	1397	83.3 30.1	1,276-	63.8-
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11880	REPAIR & MAINTENANCE		72300	2,934	50531	18835	83.3 69.8	11,662-	16.1-
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18259	SUPPLIES AND EXPENSES		309055	2,934	262533	43588	83.3 84.9	5,984	1.9
	PROFESSIONAL SERVICES								
	LEGAL	6025							
	OTHER PROFESSIONAL SER	6049	2000		110	1890	83.3 5.5	1,868-	93.4-
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	PROFESSIONAL SERVICE		2000		110	1890	83.3 5.5	1,868-	93.4-
	COMMUNICATIONS								
	TELEPHONE AND TELEGRAP	6060							
	POSTAGE	6070							
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	COMMUNICATIONS								
	TRANSPORTATION								
	TRAVEL EXPENSE	6110	1200		1192	8	83.3 99.3	230	19.1
290	FREIGHT	6120	800		290	510	83.3 36.2	452-	56.5-
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290	TRANSPORTATION		2000		1483	517	83.3 74.1	220-	11.0-
	ADVERTISING								
	ADVERTISING	6150							
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	ADVERTISING								
	INSURANCE								
	PUBLIC LIAB/PROPERTY D	6255							
	BOILER MACHINERY	6260							
	AUTOMOBILE INSURANCE	6265							
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	INSURANCE								
	UTILITIES								
13	GAS	6300	200		128	72	83.3 64.0	46-	23.0-
5726	ELECTRICITY	6305	105000		72929	32071	83.3 69.4	17,485-	16.6-
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5739	UTILITIES		105200		73057	32143	83.3 69.4	17,531-	16.6-
	REPR/MAINT-OUTSIDE LABO								
1744	ELECTRICAL R&M	6355	8000		1744	6256	83.3 21.8	5,907-	73.8-
	PLUMBING EQUIPMENT R&M	6357							
75767	STREETS & STRUCTURES R	6360	1046150	2,311	1039652	8808	83.3 99.3	201,432	19.2
440	FIXED EQUIPMENT R&M	6380	2000	210	619	1171	83.3 30.9	1,257-	62.8-
17	MINOR EQUIPMENT R&M	6382	10500	17	738	9745	83.3 7.0	9,614-	91.5-
	MOTOR VEHICLE EQ. R&M	6384	38700	954	16116	21630	83.3 41.6	19,360-	50.0-
549	CONSTRUCTION EQUIP R&M	6386	22129		12714	9415	83.3 57.4	6,872-	31.0-
	AGRICULTURAL EQ. R&M	6387							
	COMMUNICATION EQ. R&M	6390	2000			2000	83.3	2,000-	100.0-

	TOW IN CHARGES	6398	2000	450	1550	83.3	22.5	1,460-	73.0-
	OTHER REPAIRS AND MAIN	6399							
78517	REPR/MAINT-OUTSIDE L		1131479	1,130	1072033	60575	83.3 94.7	154,960	13.6
	RENTALS								
	AUTOMOTIVE EQ. RENT	6415	4500	4500			83.3 100.0	900	20.0
1287	MACHINERY RENT	6420	1300	1287	13		83.3 99.0	244	18.7
	CYLINDER RENT	6425							
250	UNIFORM RENT	6430	3000	2940	60		83.3 98.0	528	17.6
	OTHER RENT	6449	2460	1863	597		83.3 75.7	224-	9.1-
1537	RENTALS		11260	10590	670		83.3 94.0	1,448	12.8
	OTHER SERVICES & CHARGE								
	REGISTRATION FEE/TUITI	6845	840	721	120		83.3 85.8	25	2.9
	SERVICES NOT SPECIFIED	6999							
	OTHER SERVICES & CHA		840	721	120		83.3 85.8	25	2.9
86083	OTHER SERVICES & CHAR		1252779	1,130	1157994	95914	83.3 92.4	136,813	10.9
	BUILDING/BLD IMPROVEMEN								
	BUILDINGS	7100							
	SEWER MAINT. BLDG.	7100 09							
	BUILDINGS								
	BUILDING/BLD IMPROVE								
	IMPROVEMENT OTHER THAN								
	BRIDGES	7210							
	FENCES/RAILINGS	7212							
	DRAINS	7215							
	SEWERS	7220							
	STREETS & ROADWAYS	7230							
	IMPROVEMENT OTHER TH								
	MACHINERY AND EQUIPMENT								
	ENGINEERING	7305							
	DATA PROCESSING EQUIP.	7327							
	AGRICULTURAL EQUIPMENT	7335							
	PLANT EQUIPMENT	7340							
	CONSTRUCTION EQUIPMENT	7345							
	COMMUNICATION EQUIPMEN	7355							
	PIPE	7370							
	OTHER EQUIPMENT	7399							
	MACHINERY AND EQUIPM								
	VEHICLES								
19902	AUTOMOBILES	7400							
	PICK UP TRUCKS	7420	19902	19902			83.3 100.0	3,980	19.9
	DUMP TRUCKS	7440							
	SPECIAL TRUCKS	7450							

19902	VEHICLES	19902		19902		83.3	100.0	3,980	19.9
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19902	CAPITAL OUTLAY	19902		19902		83.3	100.0	3,980	19.9
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176944	EXPENDITURES	2352528	1,804	1994150	356573	83.3	84.7	40,452	1.7

009677 - W&S O&M-SEWER LAGOON DIV.

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
13182	REGULAR WAGES 4000	174949		130228	44721	83.3 74.4	18,675-	10.6-
	DISASTER RECOVERY WAGE 4010							
837	OVERTIME 4300	35000		14477	20523	83.3 41.3	17,627-	50.3-
	DISASTER RECOVERY OVER 4310							
14019	SALARIES	209949		144704	65245	83.3 68.9	36,304-	17.2-
EMPLOYEE BENEFITS								
2208	STATE RETIREMENT 4600	33070		22791	10279	83.3 68.9	5,720-	17.2-
1041	F.I.C.A. TAXES 4700	16065		10781	5284	83.3 67.1	3,127-	19.4-
4150	HOSPITALIZATION INS. 4800	42000		31640	10360	83.3 75.3	4,032-	9.6-
	UNEMPLOYMENT BENEFITS 4900	1500			1500	83.3	1,500-	100.0-
	WORKMAN'S COMPENSATION 4910	6260			6260	83.3	6,260-	100.0-
7399	EMPLOYEE BENEFITS	98895		65212	33683	83.3 65.9	20,640-	20.8-
21418	PERSONAL SERVICES	308844		209917	98927	83.3 67.9	56,943-	18.4-
OFFICE SUPPLIES								
OPERATING SUPPLIES								
	CLEANING/JANITORIAL SP 5100							
	MEDICAL SUPPLIES 5120	500			500	83.3	500-	100.0-
9220	CHEMICALS 5130	160000		148994	11006	83.3 93.1	18,792	11.7
647	GAS AND OIL 5250	15000		6576	8424	83.3 43.8	7,108-	47.3-
	LUBRICANTS 5255	4000		1744	2256	83.3 43.6	1,907-	47.6-
97	DIESEL FUEL 5257	5000		572	4428	83.3 11.4	4,313-	86.2-
	OTHER FUEL 5260							
	WEARING APPAREL 5355	500			500	83.3	500-	100.0-
	CONCRETE, CEMENT, ETC. 5405							
	SAND, CLAY, GRVL, FILL DI 5415							
	HAND TOOLS 5450	1000		368	632	83.3 36.8	558-	55.8-
	MINOR EQUIPMENT 5460	5000		4841	159	83.3 96.8	809	16.1
	METER PARTS 5485							
	VALVE PARTS 5490							
2433	PUMPING EQUIPMENT PART 5495	148343	11,146	81773	55424	83.3 55.1	50,215-	33.8-
533	OTHER OPERATING MATL/S 5590	4000	225	1280	2495	83.3 32.0	2,464-	61.6-
12931	OPERATING SUPPLIES	343343	11,371	246147	85825	83.3 71.6	47,966-	13.9-
REPAIR & MAINTENANCE SP								
66	BUILDING MATERIALS & S 5600	100		68	32	83.3 68.0	18-	18.0-
	ELECTRICAL SUPPLIES 5605	24900	48	20852	4000	83.3 83.7	122	.4
	PLUMBING SUPPLIES 5610	5000		447	4553	83.3 8.9	4,463-	89.2-
	STRUCTURAL STEEL & IRO 5620							
	PAINT AND PAINTING SPL 5650							

	MTR VEHICLE REP. PTS/S	5700	5120	1588	3532	83.3	31.0	3,214-	62.7-
	COMMUNICATION REPAIR P	5750							
	EXPENDABLE WELDING SPL	5770							
	OTHER REPAIR/MAINT. SP	5990							
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66	REPAIR & MAINTENANCE		35120	48	22955	12116	83.3 65.3	7,574-	21.5-
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12997	SUPPLIES AND EXPENSES		378463	11,419	269103	97941	83.3 71.1	55,539-	14.6-
	PROFESSIONAL SERVICES								
	CONSULTANT SERV/SURVEY	6020							
264556	LEGAL	6025	398894		579449	180555-	83.3 145.2	296,444	74.3
	MEDICAL	6027							
12421	OTHER PROFESSIONAL SER	6049	276000		278748	2748-	83.3 100.9	58,497	21.1
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276977	PROFESSIONAL SERVICE		674894		858197	183303-	83.3 127.1	354,942	52.5
	TRANSPORTATION								
	TRAVEL EXPENSE	6110	2475		2473	2	83.3 99.9	492	19.8
26	FREIGHT	6120	525		58	467	83.3 11.0	455-	86.6-
	MESSENGER/EXPRESS SERV	6130							
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26	TRANSPORTATION		3000		2531	469	83.3 84.3	37	1.2
	ADVERTISING								
	ADVERTISING	6150							
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	ADVERTISING								
	INSURANCE								
	PUBLIC LIAB/PROPERTY D	6255							
	AUTOMOBILE INSURANCE	6265							
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	INSURANCE								
	UTILITIES								
55640	ELECTRICITY	6305	830306		619133	211173	83.3 74.5	87,346-	10.5-
	INTERFUND ENERGY REIMB	6307							
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55640	UTILITIES		830306		619133	211173	83.3 74.5	87,346-	10.5-
	REPR/MAINT-OUTSIDE LABO								
	BUILDING R&M	6350							
1219	ELECTRICAL R&M	6355	25000	7,500	7295	10205	83.3 29.1	16,246-	64.9-
29537	FIXED EQUIPMENT R&M	6380	200000	7,896	83615	108490	83.3 41.8	99,662-	49.8-
	MINOR EQUIPMENT R&M	6382							
37-	MOTOR VEHICLE EQ. R&M	6384	3000		1777	1223	83.3 59.2	867-	28.9-
	CONSTRUCTION EQUIP R&M	6386	500			500	83.3	500-	100.0-
	COMMUNICATION EQ. R&M	6390							
120	DISINFECT./EXTERMINATI	6394	550		510	40	83.3 92.7	62	11.2
	TOW IN CHARGES	6398	320	70	215	35	83.3 67.1	62-	19.3-
	OTHER REPAIRS AND MAIN	6399	300			300	83.3	300-	100.0-
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30839	REPR/MAINT-OUTSIDE L		229670	15,466	93411	120793	83.3 40.6	117,576-	51.1-
	RENTALS								
	MACHINERY RENT	6420							
125	UNIFORM RENT	6430	2200		1319	881	83.3 59.9	617-	28.0-

125	RENTALS	2200		1319	881	83.3	59.9	617-	28.0-
	OTHER SERVICES & CHARGE								
	SETTLEMENT OF DAMAGE CLAIMS 6700								
	DUES AND MEMBERSHIPS 6840								
	REGISTRATION FEE/TUITI 6845								
5800	SERVICES NOT SPECIFIED 6999	19969		17250	2719	83.3	86.3	731	3.6
5800	OTHER SERVICES & CHA	19969		17250	2719	83.3	86.3	731	3.6
369406	OTHER SERVICES & CHAR	1760039	15,466	1591842	152731	83.3	90.4	150,171	8.5
	IMPROVEMENT OTHER THAN								
	SEWERS 7220								
	CDBG-WIS PAK 7220 46								
	SEWERS								
	STREETS & ROADWAYS 7230								
	OTHER IMPROVEMENTS 7295								
	BONHOMIE RD PUMPING S 7295 47								
	OTHER IMPROVEMENTS								
	IMPROVEMENT OTHER TH								
	MACHINERY AND EQUIPMENT								
	OFFICE FURN/EQUIP. 7325								
	DATA PROCESSING EQUIP. 7327	12375		8836	3539	83.3	71.4	1,771-	14.3-
	AGRICULTURAL EQUIPMENT 7335								
	COMMUNICATION EQUIPMEN 7355								
	OTHER EQUIPMENT 7399	487625		487605	20	83.3	99.9	97,501	19.9
	MACHINERY AND EQUIPM	500000		496441	3559	83.3	99.2	95,729	19.1
	VEHICLES								
31981	AUTOMOBILES 7400								
31981	SPECIAL TRUCKS 7450	31981		31981		83.3	100.0	6,396	19.9
31981	VEHICLES	31981		31981		83.3	100.0	6,396	19.9
31981	CAPITAL OUTLAY	531981		528422	3559	83.3	99.3	102,125	19.1
	CAPITAL LEASE PAYMENTS								
	ENERGY IMPR LEASE 8517								
	CAPITAL LEASE PAYMEN								
	INTEREST ON CAPITAL LEA								
	ENERGY IMPR LEASE 8617								
	INTEREST ON CAPITAL								
	DEBT SERVICE								
435802	EXPENDITURES	2979327	26,885	2599284	353158	83.3	87.2	139,813	4.6

010451 - W&S B&I-REVENUE OBLIGATIONS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	CONSULTANT SERV/SURVEY 6020			25000	25000-		30,000	
	LEGAL 6025			71004	71004-		85,204	
	OTHER PROFESSIONAL SER 6049			53050	53050-		63,660	
	BONDS REDEEMED							
	GENERAL ISSUES 8000	605000		5155000	4550000-	83.3 852.0	5,581,000	922.4
	REVENUE ISSUES 8010	1765000		1089881	675119	83.3 61.7	457,142-	25.9-
	5 YEAR NOTE PRINCIPAL 8021							
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	BONDS REDEEMED	2370000		6244881	3874881-	83.3 263.4	5,123,857	216.1
	INTEREST ON BONDS							
53575	GENERAL ISSUES 8100	258641		205411	53230	83.3 79.4	12,147-	4.6-
599131	REVENUE ISSUES 8110	1906375		1197566	708809	83.3 62.8	469,295-	24.6-
	5 YEAR NOTE INTEREST 8121							
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652706	INTEREST ON BONDS	2165016		1402977	762039	83.3 64.8	481,443-	22.2-
	PAYING AGENT FEES							
	GENERAL ISSUES 8400	8000		5080	2920	83.3 63.5	1,904-	23.8-
	REVENUE ISSUES 8410							
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	PAYING AGENT FEES	8000		5080	2920	83.3 63.5	1,904-	23.8-
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652706	DEBT SERVICE	4543016		7652938	3109922-	83.3 168.4	4,640,509	102.1
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652706	EXPENDITURES	4543016		7801992	3258976-	83.3 171.7	4,819,374	106.0

010500 - W&S B&I-TRANSFERS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	TRANSFERS TO OTHER FUND							
	T/T W & S RFDG.BONDS 9000 65							
	T/T W & S CONSTRUCTION 9000 75							
-----		-----	-----	-----	-----	-----	-----	-----
	TRANSFERS TO OTHER F							
-----		-----	-----	-----	-----	-----	-----	-----
	TRANSFERS							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

011451 - WATER & SEWER-REV.OBLIGATN

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL		OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	NOTE PRINCIPAL								
34662	SRF NOTE	8222	397000		340847	56153	83.3 85.8	12,016	3.0
-----			-----	-----	-----	-----	-----	-----	-----
34662	NOTE PRINCIPAL		397000		340847	56153	83.3 85.8	12,016	3.0
	INTEREST ON NOTES								
1443	SRF NOTE	8332	22700		20202	2498	83.3 88.9	1,542	6.7
-----			-----	-----	-----	-----	-----	-----	-----
1443	INTEREST ON NOTES		22700		20202	2498	83.3 88.9	1,542	6.7
	PAYING AGENT FEES								
2800	REVENUE ISSUES	8410	8500		8100	400	83.3 95.2	1,220	14.3
-----			-----	-----	-----	-----	-----	-----	-----
2800	PAYING AGENT FEES		8500		8100	400	83.3 95.2	1,220	14.3
	CAPITAL LEASE PAYMENTS								
	2012 EQUIP LEASE	8514							
-----			-----	-----	-----	-----	-----	-----	-----
	CAPITAL LEASE PAYMEN								
	INTEREST ON CAPITAL LEA								
	2012 EQUIP LEASE	8614							
-----			-----	-----	-----	-----	-----	-----	-----
	INTEREST ON CAPITAL								
-----			-----	-----	-----	-----	-----	-----	-----
38905	DEBT SERVICE		428200		369149	59051	83.3 86.2	14,778	3.4
-----			-----	-----	-----	-----	-----	-----	-----
38905	EXPENDITURES		428200		369149	59051	83.3 86.2	14,778	3.4

011500 - WATER & SEWER-TRANSFERS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	TRANSFERS TO OTHER FUND							
	T/T GENERAL FUND 9000 01	250000			250000	83.3	250,000-	100.0-
802469	T/T WATER & SEWER O&M 9000 09	9750000		8145062	1604938	83.3 83.5	24,074	.2
	T/T WATER & SEWER B&I 9000 10							
137449	T/T WATER & SEWER B&I 9000 10A	1670000		1395103	274897	83.3 83.5	4,123	.2
72016	T/T WATER & SEWER B&I 9000 10B	875000		730967	144033	83.3 83.5	2,160	.2
98755	T/T WATER & SEWER B&I 9000 10C	1350000		1152489	197511	83.3 85.3	32,986	2.4
	T/T 2010 W&S GO BOND 9000 10GO			185185	185185-		222,222	
74074	T/T W&SB&I (METER GO) 9000 10M	900000		751852	148148	83.3 83.5	2,222	.2
	T/T W&SB&I-USA YEAST P 9000 15							
	T/T WATER & SEWER CONT 9000 17							
499331	T/T W & S CONSTRUCTION 9000 75	2107600		2613271	505671-	83.3 123.9	1,028,325	48.7
	T/T 2010 W&S GO BOND 9000 99							
-----		-----	-----	-----	-----	-----	-----	-----
1684095	TRANSFERS TO OTHER F	16902600		14973928	1928672	83.3 88.5	1,066,113	6.3
-----		-----	-----	-----	-----	-----	-----	-----
1684095	TRANSFERS	16902600		14973928	1928672	83.3 88.5	1,066,113	6.3
-----		-----	-----	-----	-----	-----	-----	-----
1684095	EXPENDITURES	16902600		14973928	1928672	83.3 88.5	1,066,113	6.3

011660 - WATER & SEWER-CUST.ACCT.DIV.

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	RENTALS							
108	OFFICE EQUIPMENT RENT 6410	2000		1199	801	83.3 59.9	561-	28.0-
-----		-----	-----	-----	-----	-----	-----	-----
108	RENTALS	2000		1199	801	83.3 59.9	561-	28.0-
	OTHER SERVICES & CHARGE							
	DEPR. EXPENSE - METERS 6800							
	CASH OVERAGE/SHORTAGE 6819							
205	BANK SERV/TRF FEE 6832	2400		2006	394	83.3 83.5	7	.2
	REFUNDS 6835							
2151	WATER RELATED REFUND 6835 WTR	38000		7573	30427	83.3 19.9	28,912-	76.0-
-----		-----	-----	-----	-----	-----	-----	-----
2151	REFUNDS	38000		7573	30427	83.3 19.9	28,912-	76.0-
	NSF CHECKS 6836							
	BAD DEBT EXPENSE 6837							
56	BANK NSF FEES 6838	2000		1165	835	83.3 58.2	602-	30.1-
	OTHER INCOME EXPENSE 6839			4000-	4000		4,800	
-----		-----	-----	-----	-----	-----	-----	-----
2413	OTHER SERVICES & CHA	42400		6744	35656	83.3 15.9	34,307-	80.9-
-----		-----	-----	-----	-----	-----	-----	-----
2520	OTHER SERVICES & CHAR	44400		7943	36457	83.3 17.8	34,868-	78.5-
-----		-----	-----	-----	-----	-----	-----	-----
2520	EXPENDITURES	44400		7943	36457	83.3 17.8	34,868-	78.5-

012452 - 1999 TAX INCRE B&I-GEN OBLIGA

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OTHER SERVICES & CHARGE							
	PROP.TAX COLL. FEES .0 6830							
	PROP.TAX COLL. FEES.00 6831							
	BANK SERV/TRF FEE 6832							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR							
	BONDS REDEEMED							
	IND/ECON DEV ISSUES 8020							
-----		-----	-----	-----	-----	-----	-----	-----
	BONDS REDEEMED							
	INTEREST ON BONDS							
	IND/ECON DEV ISSUES 8120							
-----		-----	-----	-----	-----	-----	-----	-----
	INTEREST ON BONDS							
	PAYING AGENT FEES							
	IND/ECON DEV ISSUES 8420							
-----		-----	-----	-----	-----	-----	-----	-----
	PAYING AGENT FEES							
-----		-----	-----	-----	-----	-----	-----	-----
	DEBT SERVICE							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

013450 - CITY B&I-GENERAL OBLIGATIONS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	CONSULTANT SERV/SURVEY 6020			27235	27235-		32,682	
	LEGAL FEES 6025			75735	75735-		90,882	
	OTHER SERVICES 6049			63100	63100-		75,720	
	INTERGOV'TL-DEBT SERV P&I-FORREST CTY(KOHLER 6455							
-----	INTERGOV'TL-DEBT SER OTHER SERVICES & CHARGE	-----	-----	-----	-----	-----	-----	-----
1217	PROP.TAX COLL. FEES .0 6830	14000		10755	3245	83.3 76.8	1,094-	7.8-
211	PROP.TAX COLL. FEES.00 6831	25000		17050	7950	83.3 68.2	4,540-	18.1-
	BANK SERV/TRF FEE 6832							
-----	1428 OTHER SERVICES & CHA	-----	-----	-----	-----	-----	-----	-----
		39000		27805	11195	83.3 71.2	5,634-	14.4-
-----	1428 OTHER SERVICES & CHAR	-----	-----	-----	-----	-----	-----	-----
		39000		193875	154875-	83.3 497.1	193,650	496.5
	BONDS REDEEMED							
	GENERAL ISSUES 8000	2515000		8005000	5490000-	83.3 318.2	7,091,000	281.9
	IND/ECON DEV ISSUES 8020	290000		290000		83.3 100.0	58,000	20.0
	5 YEAR NOTE PRINCIPAL 8021							
-----	BONDS REDEEMED	-----	-----	-----	-----	-----	-----	-----
	INTEREST ON BONDS	2805000		8295000	5490000-	83.3 295.7	7,149,000	254.8
	GENERAL ISSUES 8100	367388		327244	40144	83.3 89.0	25,304	6.8
	IND/ECON DEV ISSUES 8120							
	5 YEAR NOTE INTEREST 8121							
-----	INTEREST ON BONDS	-----	-----	-----	-----	-----	-----	-----
	PAYING AGENT FEES	367388		327244	40144	83.3 89.0	25,304	6.8
750	GENERAL ISSUES 8400	15000		9740	5260	83.3 64.9	3,312-	22.0-
	IND/ECON DEV ISSUES 8420							
-----	750 PAYING AGENT FEES	-----	-----	-----	-----	-----	-----	-----
		15000		9740	5260	83.3 64.9	3,312-	22.0-
-----	750 DEBT SERVICE	-----	-----	-----	-----	-----	-----	-----
		3187388		8631984	5444596-	83.3 270.8	7,170,992	224.9
-----	2178 EXPENDITURES	-----	-----	-----	-----	-----	-----	-----
		3226388		8825859	5599471-	83.3 273.5	7,364,642	228.2

014599 - SCHOOL FUND-MISC.CHARGES

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OTHER SERVICES & CHARGE							
7449	PROP.TAX COLL. FEES .0 6830			121224	121224-		145,468	
1099	PROP.TAX COLL. FEES.00 6831			36387	36387-		43,664	
-----		-----	-----	-----	-----	-----	-----	-----
8548	OTHER SERVICES & CHA			157611	157611-		189,133	
-----		-----	-----	-----	-----	-----	-----	-----
8548	OTHER SERVICES & CHAR			157611	157611-		189,133	
-----		-----	-----	-----	-----	-----	-----	-----
8548	EXPENDITURES			157611	157611-		189,133	

015451 - W&S B&I USA YEAST-REV OBLIGA

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	BONDS REDEEMED							
	REVENUE ISSUES	8010						

	BONDS REDEEMED							
	INTEREST ON BONDS							
	REVENUE ISSUES	8110						

	INTEREST ON BONDS							
	PAYING AGENT FEES							
	REVENUE ISSUES	8410						

	PAYING AGENT FEES							

	DEBT SERVICE							

	EXPENDITURES							

CITY OF HATTIESBURG
EXPENDITURE REPORT

10 Months Ending 07/31/16

018701 - P&FD&R-TRUST AND AGENCY

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	PROFESSIONAL SERVICES							
	AUDITING AND ACCOUNTIN 6010							
372	OTHER PROFESSIONAL SER 6049			25035	25035-		30,042	
-----		-----	-----	-----	-----	-----	-----	-----
372	PROFESSIONAL SERVICE			25035	25035-		30,042	
	OTHER SERVICES & CHANGE							
217270	PENSION EXPENSE 6825			2087852	2087852-		2,505,422	
519	PROP.TAX COLL. FEES .0 6830			4755	4755-		5,706	
91	PROP.TAX COLL. FEES.00 6831			7227	7227-		8,672	
	REFUNDS 6835							
	PFDR ACC. CONTRI. REF 6835 PFDR							
-----		-----	-----	-----	-----	-----	-----	-----
	REFUNDS							
-----		-----	-----	-----	-----	-----	-----	-----
217879	OTHER SERVICES & CHA			2099833	2099833-		2,519,799	
-----		-----	-----	-----	-----	-----	-----	-----
218251	OTHER SERVICES & CHAR			2124868	2124868-		2,549,841	
-----		-----	-----	-----	-----	-----	-----	-----
218251	EXPENDITURES			2124868	2124868-		2,549,841	

019100 - POL.FORFEITURES-POLICE DIV.

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OFFICE SUPPLIES							
	OTHER EXPENDABLE OFF.S 5010							
	OFFICE SUPPLIES							
	OPERATING SUPPLIES							
	FOOD 5115							
	GAS AND OIL 5250							
	UNIFORMS, BADGES, ETC. 5350							
	WEARING APPAREL 5355							
	WEARING APPAREL-HURR R 5356							
	MINOR EQUIPMENT 5460							
	DISPATCHER TRNG.MATERI 5468							
	MINOR EQ-HURR.RELIEF 5471							
	OTHER OPER.MATLS-K-9 S 5590							
1388	OTHER OPER.MATLS-CRIME 5591	12000		4115	7885	83.3 34.2	7,062-	58.8-
1118	OTHER OPER.MATLS-D.A.R 5592	157355	1,630	12017	143708	83.3 7.6	142,934-	90.8-
	OTHER OPER-NON-SWORN C 5595							
	PAINT AND PAINTING SPL 5650							
	COMMUNICATION REPAIR P 5750							
	MINOR COMPUTER EQUIP. 5800							
2506	OPERATING SUPPLIES	169355	1,630	16133	151593	83.3 9.5	149,995-	88.5-
2506	SUPPLIES AND EXPENSES	169355	1,630	16133	151593	83.3 9.5	149,995-	88.5-
	PROFESSIONAL SERVICES							
	METRO CRIME STOPPERS 6039	20000			20000	83.3	20,000-	100.0-
	FEES - NON-SWORN CLASS 6044							
	OTHER PROFESSIONAL SER 6049							
	PROFESSIONAL SERVICE	20000			20000	83.3	20,000-	100.0-
	COMMUNICATIONS							
	TELEPHONE AND TELEGRAP 6060							
	COMMUNICATIONS							
	TRANSPORTATION							
	TRAVEL EXPENSE 6110							
86-	TRAVEL EXP-M/C TRAININ 6112	3600		898	2702	83.3 24.9	2,522-	70.0-
	TRAVEL EXP-K-9 TRAININ 6113							
	TRAVEL EXP-TELECOMMUNI 6114							
	TRAVEL/REG-NON SWORN P 6117							
	FREIGHT 6120							
86-	TRANSPORTATION	3600		898	2702	83.3 24.9	2,522-	70.0-

	ADVERTISING								
	ADVERTISING	6150							
-----			-----	-----	-----	-----	-----	-----	-----
	ADVERTISING								
	PRINTING AND BINDING								
	PRINTING	6200							
-----			-----	-----	-----	-----	-----	-----	-----
	PRINTING AND BINDING								
	OTHER SERVICES & CHARGE								
	EVIDENCE BUY MONEY	6817							
	GRANT RELATED REFUND	6835 STATE							
-----			-----	-----	-----	-----	-----	-----	-----
	EVIDENCE BUY MONEY								
	DUES AND MEMBERSHIPS	6840	2500		330	2170	83.3 13.2	2,104-	84.1-
	REGISTRATION FEE/TUITI	6845							
-----			-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA		2500		330	2170	83.3 13.2	2,104-	84.1-
-----			-----	-----	-----	-----	-----	-----	-----
86-	OTHER SERVICES & CHAR		26100		1228	24872	83.3 4.7	24,626-	94.3-
	LAND								
	LAND	7000							
-----			-----	-----	-----	-----	-----	-----	-----
	LAND								
	BUILDING/BLD IMPROVEMEN								
	BUILDINGS	7100							
	POLICE SERV CTR BLDG	7100 22							
-----			-----	-----	-----	-----	-----	-----	-----
	BUILDINGS								
-----			-----	-----	-----	-----	-----	-----	-----
	BUILDING/BLD IMPROVE								
	MACHINERY AND EQUIPMENT								
	OFFICE FURN/EQUIP.	7325							
	DATA PROCESSING EQUIP.	7327							
	COMMUNICATION EQUIPMEN	7355							
	EQUIP-HURR.RELIEF	7376							
	OTHER EQUIPMENT	7399	92612		4794	87818	83.3 5.1	86,859-	93.7-
-----			-----	-----	-----	-----	-----	-----	-----
	MACHINERY AND EQUIPM		92612		4794	87818	83.3 5.1	86,859-	93.7-
	VEHICLES								
	AUTOMOBILES	7400	28992		28992		83.3 100.0	5,798	19.9
	MOTORCYCLES	7405							
-----			-----	-----	-----	-----	-----	-----	-----
	VEHICLES		28992		28992		83.3 100.0	5,798	19.9
	OTHER								
	ZOOLOGICAL ANIMALS	7505							
-----			-----	-----	-----	-----	-----	-----	-----
	OTHER								
-----			-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY		121604		33786	87818	83.3 27.7	81,060-	66.6-
-----			-----	-----	-----	-----	-----	-----	-----
2420	EXPENDITURES		317059	1,630	51147	264282	83.3 16.1	255,682-	80.6-

020452 - 2002 TIF B&I-S/P GEN OBLIGA

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
OTHER SERVICES & CHARGE								
PROP.TAX COLL. FEES .0	6830							
PROP.TAX COLL. FEES.00	6831							
BANK SERV/TRF FEE	6832							
-----		-----	-----	-----	-----	-----	-----	-----
OTHER SERVICES & CHA								
-----		-----	-----	-----	-----	-----	-----	-----
OTHER SERVICES & CHAR								
BONDS REDEEMED								
IND/ECON DEV ISSUES	8020	130000		130000		83.3 100.0	26,000	20.0
-----		-----	-----	-----	-----	-----	-----	-----
BONDS REDEEMED								
INTEREST ON BONDS		130000		130000		83.3 100.0	26,000	20.0
IND/ECON DEV ISSUES	8120	117128		60140	56988	83.3 51.3	44,960-	38.3-
-----		-----	-----	-----	-----	-----	-----	-----
INTEREST ON BONDS								
PAYING AGENT FEES		117128		60140	56988	83.3 51.3	44,960-	38.3-
IND/ECON DEV ISSUES	8420	2000		1250	750	83.3 62.5	500-	25.0-
-----		-----	-----	-----	-----	-----	-----	-----
PAYING AGENT FEES								
		2000		1250	750	83.3 62.5	500-	25.0-
-----		-----	-----	-----	-----	-----	-----	-----
DEBT SERVICE								
		249128		191390	57738	83.3 76.8	19,460-	7.8-
-----		-----	-----	-----	-----	-----	-----	-----
EXPENDITURES								
		249128		191390	57738	83.3 76.8	19,460-	7.8-

021452 - 2004 TIF B&I-H/D GEN OBLIGA

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OTHER SERVICES & CHARGE							
	PROP.TAX COLL. FEES .0 6830							
	PROP.TAX COLL. FEES.00 6831							
	BANK SERV/TRF FEE 6832							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR							
	BONDS REDEEMED							
	IND/ECON DEV ISSUES 8020							
-----		-----	-----	-----	-----	-----	-----	-----
	BONDS REDEEMED							
	INTEREST ON BONDS							
	IND/ECON DEV ISSUES 8120							
-----		-----	-----	-----	-----	-----	-----	-----
	INTEREST ON BONDS							
	PAYING AGENT FEES							
	IND/ECON DEV ISSUES 8420							
-----		-----	-----	-----	-----	-----	-----	-----
	PAYING AGENT FEES							
-----		-----	-----	-----	-----	-----	-----	-----
	DEBT SERVICE							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

022452 - 2003 TIF B&I-C/S GEN OBLIGA

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OTHER SERVICES & CHARGE							
	PROP.TAX COLL. FEES .0 6830							
	PROP.TAX COLL. FEES.00 6831							
	BANK SERV/TRF FEE 6832							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR							
	BONDS REDEEMED							
60000	IND/ECON DEV ISSUES 8020	110000		110000		83.3 100.0	22,000	20.0
-----		-----	-----	-----	-----	-----	-----	-----
60000	BONDS REDEEMED	110000		110000		83.3 100.0	22,000	20.0
	INTEREST ON BONDS							
31838	IND/ECON DEV ISSUES 8120	82688		82688	1	83.3 100.0	16,537	19.9
-----		-----	-----	-----	-----	-----	-----	-----
31838	INTEREST ON BONDS	82688		82688	1	83.3 100.0	16,537	19.9
	PAYING AGENT FEES							
	IND/ECON DEV ISSUES 8420	2000		2000		83.3 100.0	400	20.0
-----		-----	-----	-----	-----	-----	-----	-----
	PAYING AGENT FEES	2000		2000		83.3 100.0	400	20.0
-----		-----	-----	-----	-----	-----	-----	-----
91838	DEBT SERVICE	194688		194688	1	83.3 100.0	38,937	19.9
-----		-----	-----	-----	-----	-----	-----	-----
91838	EXPENDITURES	194688		194688	1	83.3 100.0	38,937	19.9

023452 - 2007 TIF B&I-T/C GEN OBLIGA

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OTHER SERVICES & CHARGE							
	PROP.TAX COLL. FEES .0 6830							
	PROP.TAX COLL. FEES.00 6831							
	BANK SERV/TRF FEE 6832							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR							
	BONDS REDEEMED							
315000	IND/ECON DEV ISSUES 8020	345000		345000		83.3 100.0	69,000	20.0
-----		-----	-----	-----	-----	-----	-----	-----
315000	BONDS REDEEMED	345000		345000		83.3 100.0	69,000	20.0
	INTEREST ON BONDS							
91785	IND/ECON DEV ISSUES 8120	107689		107689		83.3 100.0	21,537	19.9
-----		-----	-----	-----	-----	-----	-----	-----
91785	INTEREST ON BONDS	107689		107689		83.3 100.0	21,537	19.9
	PAYING AGENT FEES							
	IND/ECON DEV ISSUES 8420	5000		1000	4000	83.3 20.0	3,800-	76.0-
-----		-----	-----	-----	-----	-----	-----	-----
	PAYING AGENT FEES	5000		1000	4000	83.3 20.0	3,800-	76.0-
-----		-----	-----	-----	-----	-----	-----	-----
406785	DEBT SERVICE	457689		453689	4000	83.3 99.1	86,737	18.9
-----		-----	-----	-----	-----	-----	-----	-----
406785	EXPENDITURES	457689		453689	4000	83.3 99.1	86,737	18.9

024452 - 2008 TIF B&I-L/C GEN OBLIGA

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
OTHER SERVICES & CHARGE								
	PROP.TAX COLL. FEES .0 6830							
	PROP.TAX COLL. FEES.00 6831							
	BANK SERV/TRF FEE 6832							
-----		-----	-----	-----	-----	-----	-----	-----
OTHER SERVICES & CHA								
-----		-----	-----	-----	-----	-----	-----	-----
OTHER SERVICES & CHAR								
BONDS REDEEMED								
	IND/ECON DEV ISSUES 8020	40000		40000		83.3 100.0	8,000	20.0
-----		-----	-----	-----	-----	-----	-----	-----
BONDS REDEEMED								
	INTEREST ON BONDS	40000		40000		83.3 100.0	8,000	20.0
	IND/ECON DEV ISSUES 8120	14800		14800		83.3 100.0	2,960	20.0
-----		-----	-----	-----	-----	-----	-----	-----
INTEREST ON BONDS								
	PAYING AGENT FEES	14800		14800		83.3 100.0	2,960	20.0
	IND/ECON DEV ISSUES 8420	1000		850	150	83.3 85.0	20	2.0
-----		-----	-----	-----	-----	-----	-----	-----
PAYING AGENT FEES								
		1000		850	150	83.3 85.0	20	2.0
-----		-----	-----	-----	-----	-----	-----	-----
DEBT SERVICE								
		55800		55650	150	83.3 99.7	10,980	19.6
-----		-----	-----	-----	-----	-----	-----	-----
EXPENDITURES								
		55800		55650	150	83.3 99.7	10,980	19.6

025452 - 2011 TIF B&I-KOHL'S GEN OBLIGA

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
OTHER SERVICES & CHARGE								
	PROP.TAX COLL. FEES .0 6830							
	PROP.TAX COLL. FEES.00 6831							
	BANK SERV/TRF FEE 6832							
-----		-----	-----	-----	-----	-----	-----	-----
OTHER SERVICES & CHA								
-----		-----	-----	-----	-----	-----	-----	-----
OTHER SERVICES & CHAR								
BONDS REDEEMED								
	IND/ECON DEV ISSUES 8020	65000		65000		83.3 100.0	13,000	20.0
-----		-----	-----	-----	-----	-----	-----	-----
BONDS REDEEMED								
	INTEREST ON BONDS	65000		65000		83.3 100.0	13,000	20.0
	IND/ECON DEV ISSUES 8120	22750		22750		83.3 100.0	4,550	20.0
-----		-----	-----	-----	-----	-----	-----	-----
INTEREST ON BONDS								
	PAYING AGENT FEES	22750		22750		83.3 100.0	4,550	20.0
	IND/ECON DEV ISSUES 8420	2000		1940	60	83.3 97.0	328	16.4
-----		-----	-----	-----	-----	-----	-----	-----
PAYING AGENT FEES								
		2000		1940	60	83.3 97.0	328	16.4
-----		-----	-----	-----	-----	-----	-----	-----
DEBT SERVICE								
		89750		89690	60	83.3 99.9	17,878	19.9
-----		-----	-----	-----	-----	-----	-----	-----
EXPENDITURES								
		89750		89690	60	83.3 99.9	17,878	19.9

027500 - TAX COLLECTOR'S-TRANSFERS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
TRANSFERS TO OTHER FUND								
134827	T/T GENERAL FUND 9000 01			13837370	13837370-		16,604,844	
	T/T GENERAL FD-C.C. FE 9000 01CC							
	T/T GENERAL FD-EXCESS 9000 01EB							
	T/T GENERAL FD-CHKG IN 9000 01CHK							
34641	T/T GENERAL FD-INT/PEN 9000 01IP			241305	241305-		289,566	
16837	T/T PARKS & RECERATION 9000 02			810385	810385-		972,462	
16420	T/T LIBRARY 9000 04			790297	790297-		948,356	
	T/T 1999 TAX INCRE B&I 9000 12							
58930	T/T CITY B & I 9000 13			2836295	2836295-		3,403,554	
323540	T/T SCHOOL FUND 9000 14			15716857	15716857-		18,860,228	
42141	T/T SCHOOL-1988 SCH.BO 9000 14SB			2140640	2140640-		2,568,768	
25150	T/T POL/FIRE DIS./RELI 9000 18			1211347	1211347-		1,453,616	
	T/T 2002 TIF B&I-SP 9000 20			50000	50000-		60,000	
	T/T 2004 TIF B&I-HD 9000 21							
90000	T/T 2003 TIF B&I-CS 9000 22			90000	90000-		108,000	
	T/T 2007 TIF B&I-TC 9000 23			125000	125000-		150,000	
	T/T 2008 TIF B&I-LC 9000 24							
	T/T 2011 TIF B&I-TC KO 9000 25			35000	35000-		42,000	
4168	T/T MASS TRANSIT OPER. 9000 73			200618	200618-		240,741	
	T/T 2008 TIF CONSTR-LC 9000 90							
-----		-----	-----	-----	-----	-----	-----	-----
746656	TRANSFERS TO OTHER F			38085114	38085114-		45,702,136	
-----		-----	-----	-----	-----	-----	-----	-----
746656	TRANSFERS			38085114	38085114-		45,702,136	
-----		-----	-----	-----	-----	-----	-----	-----
746656	EXPENDITURES			38085114	38085114-		45,702,136	

CITY OF HATTIESBURG
EXPENDITURE REPORT
ALL FUNDS
10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN	ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES									
REGULAR WAGES	4000								
OVERTIME	4300								
SALARIES									
EMPLOYEE BENEFITS									
STATE RETIREMENT	4600								
F.I.C.A. TAXES	4700								
HOSPITALIZATION INS.	4800								
EMPLOYEE BENEFITS									
PERSONAL SERVICES									
OPERATING SUPPLIES									
GAS AND OIL	5250								
MINOR EQUIPMENT	5460								
OTHER OPERATING MATL/S	5590								
OPERATING SUPPLIES									
REPAIR & MAINTENANCE SP									
PLUMBING SUPPLIES	5610								
PAINT AND PAINTING SPL	5650								
OTHER REPAIR/MAINT. SP	5990								
REPAIR & MAINTENANCE									
SUPPLIES AND EXPENSES									
PROFESSIONAL SERVICES									
ENGINEERING	6015	31328			31328	83.3		31,328-	100.0-
LEGAL	6025								
PROFESSIONAL SERVICE		31328			31328	83.3		31,328-	100.0-
REPR/MAINT-OUTSIDE LABO									
BUILDING R&M	6350								
STREETS & STRUCTURES R	6360								
DISINFECT./EXTERMINATI	6394								
OTHER REPAIRS AND MAIN	6399	32415		15850	16565	83.3	48.8	13,395-	41.3-
AUTOMOTIVE EQ. RENT	6415								
OTHER RENT	6449								
REPR/MAINT-OUTSIDE L		32415		15850	16565	83.3	48.8	13,395-	41.3-

	OTHER SERVICES & CHAR	63743	15850	47893	83.3	24.8	44,723-	70.1-
	IMPROVEMENT OTHER THAN							
	STREETS & ROADWAYS 7230							
	STREET LIGHTING 7235							
	LIGHTING SYSTEM 7236							
	OTHER IMPROVEMENTS 7295							
	AIRPORT SIGN 7295 01							
43191	AIRPORT IMP-FAA 7295 02	2508767	2442508	66259	83.3	97.3	422,242	16.8
	MDOT-MULTIMODAL 7295 06							
	MISC.OTHER IMPROVEMEN 7295 99							
-----		-----	-----	-----	-----	-----	-----	-----
43191	OTHER IMPROVEMENTS	2508767	2442508	66259	83.3	97.3	422,242	16.8
-----		-----	-----	-----	-----	-----	-----	-----
43191	IMPROVEMENT OTHER TH	2508767	2442508	66259	83.3	97.3	422,242	16.8
	MACHINERY AND EQUIPMENT							
	DATA PROCESSING EQUIP. 7327							
	AGRICULTURAL EQUIPMENT 7335							
	COMMUNICATION EQUIPMEN 7355							
	OTHER EQUIPMENT 7399							
-----		-----	-----	-----	-----	-----	-----	-----
	MACHINERY AND EQUIPM							
-----		-----	-----	-----	-----	-----	-----	-----
43191	CAPITAL OUTLAY	2508767	2442508	66259	83.3	97.3	422,242	16.8
-----		-----	-----	-----	-----	-----	-----	-----
43191	EXPENDITURES	2572510	2458358	114152	83.3	95.5	377,519	14.6

050452 - 2015 TIF B&I-RIDGE/MIDTOWN MAR

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OTHER SERVICES & CHARGE							
	PROP.TAX COLL. FEES .0 6830							
	PROP.TAX COLL. FEES.00 6831							
	BANK SERV/TRF FEE 6832							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR							
	BONDS REDEEMED							
	IND/ECON DEV ISSUES 8020							
-----		-----	-----	-----	-----	-----	-----	-----
	BONDS REDEEMED							
	INTEREST ON BONDS							
	IND/ECON DEV ISSUES 8120							
-----		-----	-----	-----	-----	-----	-----	-----
	INTEREST ON BONDS							
	PAYING AGENT FEES							
	IND/ECON DEV ISSUES 8420							
-----		-----	-----	-----	-----	-----	-----	-----
	PAYING AGENT FEES							
-----		-----	-----	-----	-----	-----	-----	-----
	DEBT SERVICE							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

050602 - 2015 TIF B&I-RIDGE/MIDTOWN MAR

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	PROFESSIONAL SERVICES							
	CONSULTANT SERV/SURVEY 6020							
	LEGAL 6025							
	OTHER PROFESSIONAL SER 6049							
-----		-----	-----	-----	-----	-----	-----	-----
	PROFESSIONAL SERVICE							
	INSURANCE							
	OTHER INSURANCE 6299							
-----		-----	-----	-----	-----	-----	-----	-----
	INSURANCE							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR							
	BONDS REDEEMED							
	GENERAL ISSUES 8000							
-----		-----	-----	-----	-----	-----	-----	-----
	BONDS REDEEMED							
	INTEREST ON BONDS							
	GENERAL ISSUES 8100							
-----		-----	-----	-----	-----	-----	-----	-----
	INTEREST ON BONDS							
	PAYING AGENT FEES							
	GENERAL ISSUES 8400							
-----		-----	-----	-----	-----	-----	-----	-----
	PAYING AGENT FEES							
-----		-----	-----	-----	-----	-----	-----	-----
	DEBT SERVICE							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

072201 - MUN.ROAD&BRIDGE-STREET DIV

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
OPERATING SUPPLIES								
	CHEMICALS 5130							
	ASPHALT & ASPHALT PROD 5400							
	CONCRETE, CEMENT, ETC. 5405							
	BRICK, STONE, MORTAR, ETC 5410							
	SAND, CLAY, GRVL, FILL DI 5415							
	DRAINAGE PIPE & CULVER 5420							
	MINOR EQUIPMENT 5460							
	STREET MARKING SUPPLIE 5550							
-----		-----	-----	-----	-----	-----	-----	-----
OPERATING SUPPLIES								
REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S 5600							
	PLUMBING SUPPLIES 5610							
	STRUCTURAL STEEL & IRO 5620							
-----		-----	-----	-----	-----	-----	-----	-----
REPAIR & MAINTENANCE								
-----		-----	-----	-----	-----	-----	-----	-----
SUPPLIES AND EXPENSES								
PROFESSIONAL SERVICES								
46148	ENGINEERING 6015	271000		263570	7430	83.3 97.2	45,284	16.7
	APPRAISAL 6017							
1942	LEGAL 6025	28850		28831	19	83.3 99.9	5,747	19.9
	OTHER PROFESSIONAL SER 6049	24550		21160	3390	83.3 86.1	842	3.4
-----		-----	-----	-----	-----	-----	-----	-----
48090	PROFESSIONAL SERVICE	324400		313561	10839	83.3 96.6	51,873	15.9
	TRANSPORTATION							
	TRAVEL EXPENSE 6110							
-----		-----	-----	-----	-----	-----	-----	-----
TRANSPORTATION								
REPR/MAINT-OUTSIDE LABO								
141842-	STREETS & STRUCTURES R 6360	849000	248,425	302701	297874	83.3 35.6	485,758-	57.2-
	MINOR EQUIPMENT R&M 6382							
-----		-----	-----	-----	-----	-----	-----	-----
141842-	REPR/MAINT-OUTSIDE L	849000	248,425	302701	297874	83.3 35.6	485,758-	57.2-
	RENTALS							
	MACHINERY RENT 6420							
-----		-----	-----	-----	-----	-----	-----	-----
RENTALS								
OTHER SERVICES & CHARGE								
	BANK SERV/TRF FEE 6832							
	8/29 TIPPING FEES 6880							
	8/29 TIPPING-PW7311 6880 01							

	8/29 TIPPING FEES								
	OTHER SERVICES & CHA								
93751-	OTHER SERVICES & CHAR		1173400	248,425	616262	308713	83.3 52.5	433,885-	36.9-
	LAND								
4100	LAND	7000	58960		50660	8300	83.3 85.9	1,832	3.1
	EASEMENTS		7010						
4100	LAND		58960		50660	8300	83.3 85.9	1,832	3.1
	IMPROVEMENT OTHER THAN								
	BRIDGES	7210							
	34TH AVE PEDESTRIAN B	7210 01	48500		47900	600	83.3 98.7	8,980	18.5
	BRIDGES		48500		47900	600	83.3 98.7	8,980	18.5
	DRAINS	7215							
	MOBILE ST (CDBG)	7215 14							
	DRAINS								
	SIDEWALKS	7225							
	SIDEWALKS-NON SPECIFI	7225 01	180540			180540	83.3	180,540-	100.0-
	MDOT-WOODLEY,ROWAN SC	7225 02							
	LONG LEAF TRACE/KP SI	7225 03							
	HWY 49 SIDEWALKS	7225 04							
	MDOT-HAWKINS SCHL SID	7225 05	260980		1046	259934	83.3 .4	259,724-	99.5-
	MDOT-TUSCAN AVE SIDEW	7225 06	385929			385929	83.3	385,929-	100.0-
	MDOT-LLT DEPOT TO CHA	7225 07	697742			697742	83.3	697,742-	100.0-
	MDOT-J ED TURNER BIKE	7225 08	282000			282000	83.3	282,000-	100.0-
	GORDON CREEK PATHWAYS	7225 20							
	MAMIE STREET	7225 21							
	SIDEWALKS		1807191		1046	1806145	83.3	1,805,935-	99.9-
	STREETS & ROADWAYS	7230							
	UNETTA ST BRIDGE	7230 01	6000			6000	83.3	6,000-	100.0-
	INDUSTRIAL PARK ROADS	7230 02							
	WESTERN BELTWAY	7230 03	54000			54000	83.3	54,000-	100.0-
	NORTH-SOUTH CORRIDOR-	7230 04							
	RAILROAD CROSSING UPG	7230 05							
	BIKE LANES	7230 06	100000	23,150		76850	83.3	100,000-	100.0-
	MDIP-HBURG CLINIC ACC	7230 07	463868			463868	83.3	463,868-	100.0-
	MDOT-4TH ST PHASE I	7230 08							
	MDOT-4TH ST PHASE II	7230 09	1357641			1357641	83.3	1,357,641-	100.0-
	MDOT-FUTURE PROJECT	7230 10							
	E.4TH STREET	7230 11							
	LAKEVIEW BRIDGE NORTH	7230 21							
	LAKEVIEW BRIDGE SOUTH	7230 22							
	FORREST STREET BRIDGE	7230 24							
	CTRY.CLUB RD. INTERSE	7230 25							

TATUM BLVD.IMPROVEMEN	7230	26							
DOWNTOWN STREET IMPRO	7230	27							
WEATHERSBY-S US HWY 9	7230	28							
SHORT STREET IMPROVEM	7230	29							
MAMIE ST RELOCATION	7230	34							
MDOT-B'WAY,MOBILE TE	7230	39	946265		668408	277857	83.3	70.6	144,175-
MDOT-34TH AVE TE	7230	40	154960		114319	40641	83.3	73.7	17,777-
MCLEOD ST BRIDGE	7230	41							
BROAD ST BRIDGE	7230	42							
MDOT-MARTIN LUTHER KI	7230	43							
HARDY WIDENING #1-MDO	7230	48							
RAWLS SPGS LOOP RD	7230	50							
MDOT-LLT-US 49 TO MAI	7230	51	1389871		1087169	302702	83.3	78.2	85,268-
HARDY WIDENING #2-MDO	7230	52							
ARRA-W PINE-B'WAY TO	7230	53							
CORRIDOR/INTERSECT.IM	7230	75							
CHAUVET SQUARE PROJEC	7230	81							
OTHER STREET IMPR.	7230	99	250000			250000	83.3		250,000-
-----			-----	-----	-----	-----	-----	-----	-----
STREETS & ROADWAYS			4722605	23,150	1869896	2829559	83.3	39.5	2,478,729-
OTHER IMPROVEMENTS	7295								
WARNING SIREN	7295	01							
TRAF.SIGNAL UPGRADE-I	7295	28							
TRAF.SIGNAL-SOUTHERN	7295	29							
TRAF.SIGNAL-TATUM/BON	7295	41							
TRAF.SIGNAL-BARTUR/B'	7295	54	235353		201484	33869	83.3	85.6	6,427
TRAF.SIGNAL-USM/4TH S	7295	55							
-----			-----	-----	-----	-----	-----	-----	-----
OTHER IMPROVEMENTS			235353		201484	33869	83.3	85.6	6,427
-----			-----	-----	-----	-----	-----	-----	-----
IMPROVEMENT OTHER TH			6813649	23,150	2120326	4670173	83.3	31.1	4,269,257-
MACHINERY AND EQUIPMENT									
AGRICULTURAL EQUIPMENT	7335								
CONSTRUCTION EQUIPMENT	7345								
-----			-----	-----	-----	-----	-----	-----	-----
MACHINERY AND EQUIPM									
VEHICLES									
AUTOMOBILES	7400								
PICK UP TRUCKS	7420								
DUMP TRUCKS	7440								
SPECIAL TRUCKS	7450								
-----			-----	-----	-----	-----	-----	-----	-----
VEHICLES									
-----			-----	-----	-----	-----	-----	-----	-----
4100	CAPITAL OUTLAY		6872609	23,150	2170986	4678473	83.3	31.5	4,267,425-
-----			-----	-----	-----	-----	-----	-----	-----
89651-	EXPENDITURES		8046009	271,575	2787248	4987186	83.3	34.6	4,701,311-

072460 - MUN.R&B FUND-CAPITAL LEASES

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
CAPITAL LEASE PAYMENTS								
	TRACTOR LEASE '11 8512	75581		75581		83.3 100.0	15,116	19.9
	BACKHOE LEASE '11 8514	39493		40488	995-	83.3 102.5	9,092	23.0
-----		-----	-----	-----	-----	-----	-----	-----
	CAPITAL LEASE PAYMEN	115074		116069	995-	83.3 100.8	24,208	21.0
	INTEREST ON CAPITAL LEA							
	TRACTOR LEASE '11 8612	1395		1394	1	83.3 99.9	277	19.8
	BACKHOE LEASE '11 8614	700		787	87-	83.3 112.4	244	34.8
-----		-----	-----	-----	-----	-----	-----	-----
	INTEREST ON CAPITAL	2095		2181	86-	83.3 104.1	522	24.9
-----		-----	-----	-----	-----	-----	-----	-----
	DEBT SERVICE	117169		118250	1081-	83.3 100.9	24,731	21.1
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES	117169		118250	1081-	83.3 100.9	24,731	21.1

072500 - MUN.ROAD&BRIDGE-TRANSFERS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	TRANSFERS TO OTHER FUND							
	T/T GENERAL FUND 9000 01							
	T/T SPECIAL STREET 9000 08							
	T/T COMMUNITY DEVELOPM 9000 82							
-----		-----	-----	-----	-----	-----	-----	-----
	TRANSFERS TO OTHER F							
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	TRANSFERS							
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	EXPENDITURES							

073570 - MASS TRANSIT-TRANSPORTATION

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
36411	REGULAR WAGES 4000	489315		383186	106129	83.3 78.3	29,491-	6.0-
	DISASTER RECOVERY WAGE 4010							
2514	OVERTIME 4300	40000		23071	16929	83.3 57.6	12,314-	30.7-
	DISASTER RECOVERY OVER 4310			248	248-		297	
38925	SALARIES	529315		406505	122810	83.3 76.7	41,509-	7.8-
EMPLOYEE BENEFITS								
6131	STATE RETIREMENT 4600	83370		64042	19328	83.3 76.8	6,519-	7.8-
2829	F.I.C.A. TAXES 4700	40500		29883	10617	83.3 73.7	4,640-	11.4-
7650	HOSPITALIZATION INS. 4800	102000		83034	18966	83.3 81.4	2,359-	2.3-
	UNEMPLOYMENT BENEFITS 4900	1500			1500	83.3	1,500-	100.0-
	WORKMAN'S COMPENSATION 4910	17020			17020	83.3	17,020-	100.0-
16610	EMPLOYEE BENEFITS	244390		176959	67431	83.3 72.4	32,039-	13.1-
55535	PERSONAL SERVICES	773705		583464	190241	83.3 75.4	73,548-	9.5-
OFFICE SUPPLIES								
282	PAPER 5003	300		282	18	83.3 94.0	38	12.6
	PRINTED FORMS 5005							
920	OTHER EXPENDABLE OFF.S 5010	2100		2045	55	83.3 97.3	354	16.8
	MINOR OFFICE EQUIP/FUR 5020	2100		1359	741	83.3 64.7	469-	22.3-
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070							
	COMPUTER SUPPLIES 5080	1500		189	1311	83.3 12.6	1,273-	84.8-
1202	OFFICE SUPPLIES	6000		3875	2125	83.3 64.5	1,350-	22.5-
OPERATING SUPPLIES								
	CLEANING/JANITORIAL SP 5100	1300		222	1078	83.3 17.0	1,033-	79.4-
17-	FOOD 5115	1000		887	113	83.3 88.7	64	6.4
	MEDICAL SUPPLIES 5120							
	CHEMICALS 5130	600		421	179	83.3 70.1	94-	15.6-
319	GAS AND OIL 5250	10000		4948	5052	83.3 49.4	4,062-	40.6-
	LUBRICANTS 5255	500		50	450	83.3 10.0	440-	88.0-
6771	DIESEL FUEL 5257	125000		53522	71478	83.3 42.8	60,773-	48.6-
	OTHER FUEL 5260							
	WEARING APPAREL 5355	1800		413	1387	83.3 22.9	1,304-	72.4-
	CONCRETE, CEMENT, ETC. 5405							
	SAND,CLAY,GRVL,FILL DI 5415							
	HAND TOOLS 5450	400			400	83.3	400-	100.0-
	MINOR EQUIPMENT 5460							
5-	OTHER OPERATING MATL/S 5590	3700		3603	97	83.3 97.3	623	16.8

7067	OPERATING SUPPLIES		144300	64067	80233	83.3	44.3	67,419-	46.7-	
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600	1000	19	981	83.3	1.9	977-	97.7-	
	ELECTRICAL SUPPLIES	5605	561	61	500	83.3	10.8	487-	86.8-	
	PLUMBING SUPPLIES	5610	500	8	492	83.3	1.6	490-	98.0-	
	PAINT AND PAINTING SPL	5650	500		500	83.3		500-	100.0-	
256-	MTR VEHICLE REP. PTS/S	5700	1600	954	156-	802	83.3	9.7	1,412-	88.2-
	REPAIR PARTS - BUSES	5710								
1784	REPAIR PARTS - FIXED R	5710 01	50000	3,785	39104	7111	83.3	78.2	3,075-	6.1-
	REPAIR PARTS - PARATRA	5710 02	10000	182	4752	5066	83.3	47.5	4,297-	42.9-
	COMMUNICATION REPAIR P	5750	1000		52	948	83.3	5.2	937-	93.7-
	AGRICLTRL REPAIR PTS/S	5755								
	OTHER REPAIR/MAINT. SP	5990	2000		1992	8	83.3	99.6	390	19.5
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1528	REPAIR & MAINTENANCE		67161	4,921	45831	16409	83.3	68.2	12,163-	18.1-
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9798	SUPPLIES AND EXPENSES		217461	4,921	113773	98767	83.3	52.3	80,933-	37.2-
	PROFESSIONAL SERVICES									
	AUDITING AND ACCOUNTIN	6010								
	CONSULTANT SERV/SURVEY	6020								
	BUILDING/BUS SECURITY	6021	1000		240	760	83.3	24.0	712-	71.2-
	MEDICAL	6027								
345	OTHER PROFESSIONAL SER	6049	30710		4400	26310	83.3	14.3	25,430-	82.8-
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345	PROFESSIONAL SERVICE		31710		4640	27070	83.3	14.6	26,142-	82.4-
	COMMUNICATIONS									
306	TELEPHONE AND TELEGRAP	6060	3800		3142	658	83.3	82.6	29-	.7-
	POSTAGE	6070	200			200	83.3		200-	100.0-
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306	COMMUNICATIONS		4000		3142	858	83.3	78.5	229-	5.7-
	TRANSPORTATION									
81-	TRAVEL EXPENSE	6110	4800		18	4782	83.3	.3	4,778-	99.5-
	FREIGHT	6120	250		100	150	83.3	40.0	130-	52.0-
	MESSENGER/EXPRESS SERV	6130								
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81-	TRANSPORTATION		5050		118	4932	83.3	2.3	4,908-	97.1-
	ADVERTISING									
20	ADVERTISING	6150	5000		1704	3296	83.3	34.0	2,955-	59.1-
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20	ADVERTISING		5000		1704	3296	83.3	34.0	2,955-	59.1-
	PRINTING AND BINDING									
430	PRINTING	6200	2500		1547	953	83.3	61.8	643-	25.7-
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430	PRINTING AND BINDING		2500		1547	953	83.3	61.8	643-	25.7-
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255			47596	47596-			57,115	
	AUTOMOBILE INSURANCE	6265	47600			47600	83.3		47,600-	100.0-
	SURETY AND FORGERY BON	6270								
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	INSURANCE		47600		47596	4	83.3	99.9	9,515	19.9
	UTILITIES									

544	ELECTRICITY	6305	16000		10070	5930	83.3	62.9	3,916-	24.4-
544	UTILITIES		16000		10070	5930	83.3	62.9	3,916-	24.4-
675	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350	2400		1975	425	83.3	82.2	30-	1.2-
	ELECTRICAL R&M	6355								
	PLUMBING EQUIPMENT R&M	6357								
	OFFICE EQUIPMENT R&M	6365	500		265	235	83.3	53.0	182-	36.4-
	FIXED EQUIPMENT R&M	6380								
	MINOR EQUIPMENT R&M	6382								
1367	MOTOR VEHICLE EQ. R&M	6384	6065		4352	1713	83.3	71.7	842-	13.8-
2042	REPR/MAINT-OUTSIDE L		8965		6592	2373	83.3	73.5	1,054-	11.7-
	BUS EQUIPMENT R&M									
10340	BUS EQUIP R&M-FIXED RO	6385 01	56749	13,100	36903	6746	83.3	65.0	12,465-	21.9-
	BUS EQUIP R&M-PARATRAN	6385 02	20000	4,872	8610	6518	83.3	43.0	9,668-	48.3-
	COMMUNICATION EQ. R&M	6390	5000		1950	3050	83.3	39.0	2,660-	53.2-
48	DISINFECT./EXTERMINATI	6394	250		204	46	83.3	81.6	5-	2.0-
	SIGN PAINTING	6396	800		45	755	83.3	5.6	746-	93.2-
	TOW IN CHARGES	6398	900			900	83.3		900-	100.0-
	OTHER REPAIRS AND MAIN	6399								
10388	BUS EQUIPMENT R&M		83699	17,972	47712	18015	83.3	57.0	26,444-	31.5-
	RENTALS									
	CYLINDER RENT	6425	100			100	83.3		100-	100.0-
218	UNIFORM RENT	6430	3000		2328	672	83.3	77.6	206-	6.8-
20	OTHER RENT	6449	500		224	276	83.3	44.8	231-	46.2-
239	RENTALS		3600		2553	1047	83.3	70.9	536-	14.8-
	OTHER SERVICES & CHARGE									
86	PROP.TAX COLL. FEES .0	6830	1000		761	239	83.3	76.1	86-	8.6-
15	PROP.TAX COLL. FEES.00	6831	1500		1206	294	83.3	80.4	52-	3.4-
	DUES AND MEMBERSHIPS	6840	500		300	200	83.3	60.0	140-	28.0-
	REGISTRATION FEE/TUITI	6845	1000		235	765	83.3	23.5	718-	71.8-
	LAUNDRY	6850								
8428	JARC-OPERATIONS	6868	397964		59780	338184	83.3	15.0	326,228-	81.9-
	ARRA-OPERATIONS	6869								
	SERVICES NOT SPECIFIED	6999	1500		145	1355	83.3	9.6	1,326-	88.4-
8529	OTHER SERVICES & CHA		403464		62427	341037	83.3	15.4	328,551-	81.4-
22762	OTHER SERVICES & CHAR		611588	17,972	188101	405515	83.3	30.7	385,866-	63.0-
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	BUS SHELTERS	7100 24	73100	68,400	4590	110	83.3	6.2	67,592-	92.4-
	BUILDINGS		73100	68,400	4590	110	83.3	6.2	67,592-	92.4-
	BUILDING/BLD IMPROVE		73100	68,400	4590	110	83.3	6.2	67,592-	92.4-
	IMPROVEMENT OTHER THAN									
	OTHER IMPROVEMENTS	7295								

	ARRA DEPOT INFO KIOSK	7295	53						
	ARRA IMPROVEMENTS	7295	99						
-----	OTHER IMPROVEMENTS	-----	-----	-----	-----	-----	-----	-----	-----
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	IMPROVEMENT OTHER TH								
	MACHINERY AND EQUIPMENT								
	OFFICE FURN/EQUIP.	7325							
	DATA PROCESSING EQUIP.	7327							
	ARRA-DP EQUIP/SOFTWARE	7328							
	AGRICULTURAL EQUIPMENT	7335							
1950	COMMUNICATION EQUIPMEN	7355	13000	10625	2375	83.3	81.7	250-	1.9-
	ARRA-COMMUNICATION EQU	7356							
	ARRA-GPS EQUIPMENT	7357							
	MAJOR EQUIP. IMPROVEME	7390							
	OTHER EQUIPMENT	7399							
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1950	MACHINERY AND EQUIPM	13000		10625	2375	83.3	81.7	250-	1.9-
	VEHICLES								
48860	AUTOMOBILES	7400	50000	48860	1140	83.3	97.7	8,632	17.2
	BUSES	7410	331318		331318	83.3		331,318-	100.0-
	ARRA-TROLLEYS	7415							
	SPECIAL TRUCKS	7450							
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48860	VEHICLES	381318		48860	332458	83.3	12.8	322,686-	84.6-
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50810	CAPITAL OUTLAY	467418	68,400	64075	334943	83.3	13.7	390,528-	83.5-
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138904	EXPENDITURES	2070172	91,293	949413	1029465	83.3	45.8	930,876-	44.9-

075695 - W&S CONSTR.-CAPITAL PROJECTS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OPERATING SUPPLIES							
	ASPHALT & ASPHALT PROD 5400							
	OPERATING SUPPLIES							
	SUPPLIES AND EXPENSES							
	PROFESSIONAL SERVICES							
123360	ENGINEERING 6015	257935		245859	12076	83.3 95.3	37,095	14.3
	LEGAL 6025	10065		10064	1	83.3 99.9	2,011	19.9
	OTHER PROFESSIONAL SER 6049							
123360	PROFESSIONAL SERVICE REPR/MAINT-OUTSIDE LABO STREETS & STRUCTURES R 6360	268000		255923	12077	83.3 95.4	39,107	14.5
	REPR/MAINT-OUTSIDE L OTHER SERVICES & CHARGE SETTLEMT OF DAMAGE CLA 6700	973400		973399	1	83.3 99.9	194,678	19.9
	BANK SERV/TRF FEE 6832			86	86-		103	
	SERVICES NOT SPECIFIED 6999	466600		544507	77907-	83.3 116.6	186,808	40.0
	OTHER SERVICES & CHA	1440000		1517992	77992-	83.3 105.4	381,590	26.4
123360	OTHER SERVICES & CHAR	1708000		1773915	65915-	83.3 103.8	420,698	24.6
	LAND							
	LAND 7000							
	EASEMENTS 7010							
	LAND							
	IMPROVEMENT OTHER THAN							
	FENCES/RAILINGS 7212							
	SEWERS 7220							
	SEWER PHASE III 7220 01							
	IRENE CHAPEL-HATTIE A 7220 02							
	IND.PARK WTR/SWR IMPR 7220 03							
	MISC.SEWER SYSTEMS IM 7220 04							
	SHADOWOOD 7220 05							
	WOODHAVEN 7220 06							
	RICHBURG HILL TO I/59 7220 07							
	HWY 49 S 7220 08							
	W.HILLS GOLF CRSE SWR 7220 09							
	PCS WTR/SWR LINES 7220 10							

	S.LAGOON IMPROVEMENTS	7220 11							
	COUNTRY CLUB SEWER	7220 13							
	HYBRID PLASTICS PROJ(	7220 14							
	PALMER'S SWR-SRF-LOAN	7220 15							
	CENTRAL SCHL RD	7220 16							
	JAMES/HWY49 SRF LOAN#	7220 18							
	I-59/JERVIS MIMS	7220 19							
	DIXIE PINE-SRF LOAN #	7220 20							
	USM PUMP STATION	7220 21							
	N.LAGOON EXPANSION	7220 26							
	S.LAGOON REPAIRS	7220 27							
	HWY 11 SOUTH SEWER	7220 29							
	USA YEAST	7220 37							
	S2-W 592 SWR W OF RAI	7220 38							
	S3-E 592 SWR E OF RAI	7220 39							
	CDBG-WIS PAK	7220 46							
	LAGOON AERATORS-ARRA	7220 47							
	RAILROAD BORE	7220 48							
	SEWER PHASE II	7220 50							
	CDBG-USA YEAST	7220 51							
	SEWER PHASE IV	7220 53							
4336	PROGRAMMED SEWER PROJ	7220 99	1000000		1246265	246265-	83.3 124.6	495,518	49.5
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4336	SEWERS		1000000		1246265	246265-	83.3 124.6	495,518	49.5
	STREETS & ROADWAYS	7230							
	1995 W&S-PAVING	7230 01							
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	STREETS & ROADWAYS								
	WATER SYSTEMS	7245							
	JAMES ST WTR PLT	7245 02							
	HWY 98 WEST WTR.IMPR.	7245 03							
	HWY 98 ELEVATED WTR T	7245 04							
	WESTERN CONTAINER FIR	7245 06							
	RICHBURG HILL TO I/59	7245 07							
	RICHBURG HILL WTR.LIN	7245 14							
	RICHBURG HILL BOOSTER	7245 17							
	COUNTRY CLUB WATER	7245 18							
	RICHBURG ELEVATED TAN	7245 19							
	RAULSTON RD WATER	7245 20							
	BLC MUN.AIRPORT	7245 21							
	JMT IND.DR/JAMES ST	7245 22							
	TATUM BLVD/HWY 11	7245 23							
	HATTIE WATER MAIN.	7245 25							
	CDBG-WIS PAK	7245 46							
131596	2015 WATER IMPROVEMEN	7245 54	344316		334945	9371	83.3 97.2	57,618	16.7
	PROGRAMMED WATER PROJ	7245 99	655684		222525	433159	83.3 33.9	388,654-	59.2-
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131596	WATER SYSTEMS		1000000		557470	442530	83.3 55.7	331,036-	33.1-
	OTHER IMPROVEMENTS	7295							
	SCS PROJECT MATCH	7295 20							
	NRCS EROSION CONTROL	7295 21							
	TURTLECREEK-STORM DRA	7295 26							

	TURTLECREEK-WATER/SEW	7295 27							
	TANK PAINTING/MAINT	7295 98	400000		126785	273215	83.3	31.6	247,858- 61.9-
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	OTHER IMPROVEMENTS		400000		126785	273215	83.3	31.6	247,858- 61.9-
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135932	IMPROVEMENT OTHER TH		2400000		1930519	469481	83.3	80.4	83,377- 3.4-
	MACHINERY AND EQUIPMENT								
	OFFICE FURN/EQUIP.	7325							
	PIPE	7370							
	OTHER EQUIPMENT	7399							
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	MACHINERY AND EQUIPM								
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135932	CAPITAL OUTLAY		2400000		1930519	469481	83.3	80.4	83,377- 3.4-
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259291	EXPENDITURES		4108000		3704434	403566	83.3	90.1	337,320 8.2

077650 - COMMUNITY CTR-ADMIN/GENERAL

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
26809	REGULAR WAGES 4000	355450		290574	64876	83.3 81.7	6,761-	1.9-
	DISASTER RECOVERY WAGE 4010							
367	OVERTIME 4300	13000		7703	5297	83.3 59.2	3,756-	28.8-
	DISASTER RECOVERY OVER 4310							
27175	SALARIES	368450		298277	70173	83.3 80.9	10,517-	2.8-
EMPLOYEE BENEFITS								
4280	STATE RETIREMENT 4600	58030		46979	11051	83.3 80.9	1,655-	2.8-
2038	F.I.C.A. TAXES 4700	28190		22594	5596	83.3 80.1	1,077-	3.8-
7300	HOSPITALIZATION INS. 4800	84000		65756	18244	83.3 78.2	5,092-	6.0-
	UNEMPLOYMENT BENEFITS 4900	2000			2000	83.3	2,000-	100.0-
	WORKMAN'S COMPENSATION 4910	12610			12610	83.3	12,610-	100.0-
13618	EMPLOYEE BENEFITS	184830		135328	49502	83.3 73.2	22,436-	12.1-
40793	PERSONAL SERVICES	553280		433606	119674	83.3 78.3	32,952-	5.9-
OFFICE SUPPLIES								
	PAPER 5003							
	PRINTED FORMS 5005							
8	OTHER EXPENDABLE OFF.S 5010	1000		975	25	83.3 97.5	170	17.0
	MINOR OFFICE EQUIP/FUR 5020	1000	150	187	663	83.3 18.7	775-	77.5-
	PHOTO SUPPLIES 5040							
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070							
8	OFFICE SUPPLIES	2000	150	1163	687	83.3 58.1	604-	30.2-
OPERATING SUPPLIES								
	CLEANING/JANITORIAL SP 5100	10000		6002	3998	83.3 60.0	2,797-	27.9-
	HOUSEHOLD SUPPLIES 5110							
	FOOD 5115							
	MEDICAL SUPPLIES 5120	250			250	83.3	250-	100.0-
	CHEMICALS 5130							
367	GAS AND OIL 5250	9000		2845	6155	83.3 31.6	5,586-	62.0-
	WEARING APPAREL 5355	500			500	83.3	500-	100.0-
	HORT./LANDSCAPING SPLY 5440	2800		1920	881	83.3 68.5	496-	17.7-
	HAND TOOLS 5450							
4	MINOR EQUIPMENT 5460	12500		3539	8961	83.3 28.3	8,253-	66.0-
	MDSE FOR RESALE 5520							
2395	OTHER OPERATING MATL/S 5590	13000		3816	9184	83.3 29.3	8,420-	64.7-
2766	OPERATING SUPPLIES	48050		18121	29929	83.3 37.7	26,304-	54.7-
	REPAIR & MAINTENANCE SP							

	BUILDING MATERIALS & S	5600	4500		3738	762	83.3	83.0	14-	.3-
213	ELECTRICAL SUPPLIES	5605	4873	31	4407	435	83.3	90.4	415	8.5
36	PLUMBING SUPPLIES	5610	2000		290	1710	83.3	14.5	1,652-	82.6-
	PAINT AND PAINTING SPL	5650	2000		776	1224	83.3	38.8	1,068-	53.4-
	MTR VEHICLE REP. PTS/S	5700	2000		510	1490	83.3	25.5	1,388-	69.4-
	OTHER REPAIR/MAINT. SP	5990	1000		374	626	83.3	37.4	551-	55.1-
249	REPAIR & MAINTENANCE		16373	31	10095	6247	83.3	61.6	4,259-	26.0-
3022	SUPPLIES AND EXPENSES		66423	181	29379	36864	83.3	44.2	31,168-	46.9-
	PROFESSIONAL SERVICES									
	ENTERTAINMENT	6033								
453	OTHER PROFESSIONAL SER	6049	8131	480	6214	1437	83.3	76.4	674-	8.2-
453	PROFESSIONAL SERVICE		8131	480	6214	1437	83.3	76.4	674-	8.2-
	COMMUNICATIONS									
51	TELEPHONE AND TELEGRAP	6060	1000		448	552	83.3	44.8	462-	46.2-
	POSTAGE	6070								
51	COMMUNICATIONS		1000		448	552	83.3	44.8	462-	46.2-
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
	FREIGHT	6120								
	TRANSPORTATION									
	ADVERTISING									
	ADVERTISING	6150								
	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
	FILM PROCESSING	6240								
	PRINTING AND BINDING									
	INSURANCE									
	BOILER MACHINERY	6260								
	AUTOMOBILE INSURANCE	6265								
	INSURANCE									
	UTILITIES									
220	GAS	6300	15000		7049	7951	83.3	46.9	6,541-	43.6-
8732	ELECTRICITY	6305	92000		62276	29724	83.3	67.6	17,268-	18.7-
8952	UTILITIES		107000		69325	37675	83.3	64.7	23,810-	22.2-
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350	16000	2,100	9058	4842	83.3	56.6	5,130-	32.0-
	ELECTRICAL R&M	6355								
	PLUMBING EQUIPMENT R&M	6357	1250		560	690	83.3	44.8	578-	46.2-
	OFFICE EQUIPMENT R&M	6365								
	HOUSEHOLD EQUIPMENT R&	6370	9000		1114	7886	83.3	12.3	7,663-	85.1-
1591	FIXED EQUIPMENT R&M	6380	13250	250	5027	7973	83.3	37.9	7,217-	54.4-

250	MINOR EQUIPMENT R&M	6382	600	250	350	83.3	41.6	300-	50.0-	
	MOTOR VEHICLE EQ. R&M	6384	1750	230	1520	83.3	13.1	1,474-	84.2-	
250	CLEANING AND PAINTING	6392	19000	16610	2390	83.3	87.4	932	4.9	
163	DISINFECT./EXTERMINATI	6394	2500	1915	585	83.3	76.6	202-	8.0-	
	TOW IN CHARGES	6398	250	130	120	83.3	52.0	94-	37.6-	
	OTHER REPAIRS AND MAIN	6399	4900	900	3092	83.3	63.1	1,189-	24.2-	
-----			-----	-----	-----	-----	-----	-----	-----	
2254	REPR/MAINT-OUTSIDE L		68500	3,250	37986	27264	83.3	55.4	22,916-	33.4-
	RENTALS									
	OFFICE EQUIPMENT RENT	6410								
	CYLINDER RENT	6425								
174	UNIFORM RENT	6430	3000	2039	961	83.3	67.9	553-	18.4-	
	MOP-MAT-RAG RENT	6435								
	OTHER RENT	6449	1100		1100	83.3		1,100-	100.0-	
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174	RENTALS		4100	2039	2061	83.3	49.7	1,653-	40.3-	
	OTHER SERVICES & CHARGE									
	BANK SERV/TRF FEE	6832								
	DUES AND MEMBERSHIPS	6840								
	REGISTRATION FEE/TUITI	6845	1000		1000	83.3		1,000-	100.0-	
	PAYMENTS-TOURING EVENT	6997								
	SPECIAL EVENTS EXPENDI	6998								
	SERVICES NOT SPECIFIED	6999	3000	285	1062	1653	83.3	35.4	1,725-	57.5-
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	OTHER SERVICES & CHA		4000	285	1062	2653	83.3	26.5	2,725-	68.1-
-----			-----	-----	-----	-----	-----	-----	-----	
11884	OTHER SERVICES & CHAR		192731	4,015	117074	71642	83.3	60.7	52,242-	27.1-
	BUILDING/BLD IMPROVEMEN									
	BUILDING IMPROVEMENTS	7150								
	REC.CENTER (OLD YMCA)	7150 10								
	CULTURAL CTR	7150 14								
	JDS COMM CTR	7150 19	383329	436	195593	187300	83.3	51.0	148,617-	38.7-
	SIGLER CENTER	7150 20								
	CE ROY/5TH ST	7150 21	17000	10,680	4622	1698	83.3	27.1	11,453-	67.3-
-----			-----	-----	-----	-----	-----	-----	-----	
	BUILDING IMPROVEMEN		400329	11,116	200215	188998	83.3	50.0	160,071-	39.9-
-----			-----	-----	-----	-----	-----	-----	-----	
	BUILDING/BLD IMPROVE		400329	11,116	200215	188998	83.3	50.0	160,071-	39.9-
	IMPROVEMENT OTHER THAN									
	OTHER IMPROVEMENTS	7295								
-----			-----	-----	-----	-----	-----	-----	-----	
	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	HOUSEHOLD FURN/EQUIP.	7320								
	OFFICE FURN/EQUIP.	7325								
	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400								

	PICK UP TRUCKS	7420							
	VEHICLES								
	CAPITAL OUTLAY	400329	11,116	200215	188998	83.3	50.0	160,071-	39.9-
55699	EXPENDITURES	1212763	15,312	780274	417178	83.3	64.3	276,434-	22.7-

078635 - '09 WATER METER PROJ-CIP

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
OPERATING SUPPLIES								
	ASPHALT & ASPHALT PROD 5400							
	CONCRETE, CEMENT, ETC. 5405							
	BRICK, STONE, MORTAR, ETC 5410							
	DRAINAGE PIPE & CULVER 5420							
	OTHER OPERATING MATL/S 5590							
-----		-----	-----	-----	-----	-----	-----	-----
	OPERATING SUPPLIES							
-----		-----	-----	-----	-----	-----	-----	-----
	SUPPLIES AND EXPENSES							
PROFESSIONAL SERVICES								
	ENGINEERING 6015							
	CONSULTANT SERV/SURVEY 6020							
	LEGAL 6025							
	OTHER PROFESSIONAL SER 6049							
-----		-----	-----	-----	-----	-----	-----	-----
	PROFESSIONAL SERVICE							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR							
BUILDING/BLD IMPROVEMEN								
	BUILDING IMPROVEMENTS 7150							
	FUTURE PROJECT 7150 18							
-----		-----	-----	-----	-----	-----	-----	-----
	BUILDING IMPROVEMEN							
-----		-----	-----	-----	-----	-----	-----	-----
	BUILDING/BLD IMPROVE							
	MACHINERY AND EQUIPMENT							
	WATER UTILITY SOFTWARE 7329							
	HYDRANTS & METERS 7365							
-----		-----	-----	-----	-----	-----	-----	-----
	MACHINERY AND EQUIPM							
-----		-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

082285 - CDBG-ENTITLEMENTS

CITY OF HATTIESBURG
EXPENDITURE REPORT
ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	 %
SALARIES								
11148	REGULAR WAGES 4000	116628		124287	7659-	83.3 106.5	32,516	27.8
	OVERTIME 4300							
11148	SALARIES	116628		124287	7659-	83.3 106.5	32,516	27.8
EMPLOYEE BENEFITS								
1756	STATE RETIREMENT 4600	18374		19575	1201-	83.3 106.5	5,116	27.8
833	F.I.C.A. TAXES 4700	8924		9294	370-	83.3 104.1	2,228	24.9
1892	HOSPITALIZATION INS. 4800	21600		20777	823	83.3 96.1	3,332	15.4
	UNEMPLOYMENT BENEFITS 4900							
	WORKMAN'S COMPENSATION 4910	2500			2500	83.3	2,500-	100.0-
4481	EMPLOYEE BENEFITS	51398		49646	1752	83.3 96.5	8,177	15.9
15629	PERSONAL SERVICES	168026		173933	5907-	83.3 103.5	40,693	24.2
OFFICE SUPPLIES								
	PAPER 5003	700		403	297	83.3 57.5	216-	30.8-
	PRINTED FORMS 5005							
44	OTHER EXPENDABLE OFF.S 5010	2000		1797	203	83.3 89.8	156	7.8
323	MINOR OFFICE EQUIP/FUR 5020	500		323	177	83.3 64.6	112-	22.4-
	PHOTO SUPPLIES 5040							
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070							
	COMPUTER SUPPLIES 5080							
367	OFFICE SUPPLIES	3200		2523	677	83.3 78.8	172-	5.3-
OPERATING SUPPLIES								
	FOOD 5115							
105	GAS AND OIL 5250	2500		777	1723	83.3 31.0	1,567-	62.6-
	LUBRICANTS 5255							
	MINOR EQUIPMENT 5460	850		28	822	83.3 3.2	816-	96.0-
	OTHER OPERATING MATL/S 5590	300		136	164	83.3 45.3	136-	45.3-
	OTHER OPER.MATLS-FULL 5591							
	OTHER OPER.MATLS-EMER 5592							
105	OPERATING SUPPLIES	3650		942	2708	83.3 25.8	2,519-	69.0-
REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S 5600							
	PAINT AND PAINTING SPL 5650							
	MTR VEHICLE REP. PTS/S 5700	550		525	25	83.3 95.4	80	14.5
	MINOR COMPUTER EQUIP. 5800							
	REPAIR & MAINTENANCE	550		525	25	83.3 95.4	80	14.5

472	SUPPLIES AND EXPENSES	7400	3990	3410	83.3	53.9	2,612-	35.2-
	PROFESSIONAL SERVICES							
	AUDITING AND ACCOUNTIN 6010							
	DEMO/RELATED SER 2008- 6013							
	DEMOLITION-TARGET ARE 6013 01	48550		48550	83.3		48,550-	100.0-
	ASBESTOS REMOVAL-TARG 6013 02							
	LOT CLEARING-TARGET A 6013 03							
	DEMO/RELATED SER 20	48550		48550	83.3		48,550-	100.0-
	CONSULTANT SERV/SURVEY 6020							
	OTHER PROFESSIONAL SER 6049							
	COMM.HOUSING DEV. ORG 6049 03	32019	3375	28644	83.3	10.5	27,969-	87.3-
	DOWNTOWN LIGHTING 6049 04							
	RECORDING FEES 6049 06	1600	12	1588	83.3	.7	1,585-	99.0-
	ADP LOAN PROGRAM 6049 07							
	ENVIRONMENTAL STUDY 6049 08	1000		1000	83.3		1,000-	100.0-
	CAPITAL IMPROVEMENT P 6049 09							
	PUB.SERV.GRANT EXPENS 6049 10	15000	1413	13587	83.3	9.4	13,304-	88.6-
	NEIGHBORHOOD GRANT EX 6049 11							
	ENGR-DRAINAGE CDBG 6049 12							
	DEMOLITION 1999-2007 6049 13							
	FACADE IMPR.PROGRAM 6049 14	37000		37000	83.3		37,000-	100.0-
	PLANNING 6049 15							
	HABITAT PROGRAM 6049 16	30000		30000	83.3		30,000-	100.0-
	PRVO EXPENDITURE 6049 17							
	EATON SCHOOL 6049 18							
	HOME BUYERS' EDUCATIO 6049 19							
	EARLY WARNING ALERT P 6049 20	700		700	83.3		700-	100.0-
	RELOCATION 6049 21	2000	178	1822	83.3	8.9	1,786-	89.3-
4145	LEAD TESTING/ABATEMEN 6049 22	12000	5901	6099	83.3	49.1	4,918-	40.9-
	ASBESTOS TESTING/ABAT 6049 23	2000		2000	83.3		2,000-	100.0-
	OTHER 6049 99	31000	2358	28642	83.3	7.6	28,170-	90.8-
4145	OTHER PROFESSIONAL	164319	13237	151082	83.3	8.0	148,434-	90.3-
4145	PROFESSIONAL SERVICE	212869	13237	199632	83.3	6.2	196,984-	92.5-
	COMMUNICATIONS							
33	TELEPHONE AND TELEGRAP 6060	450	295	155	83.3	65.5	96-	21.3-
33	COMMUNICATIONS	450	295	155	83.3	65.5	96-	21.3-
	TRANSPORTATION							
21	TRAVEL EXPENSE 6110	5000	2260	2740	83.3	45.2	2,288-	45.7-
	MESSENGER/EXPRESS SERV 6130	100		100	83.3		100-	100.0-
21	TRANSPORTATION	5100	2260	2840	83.3	44.3	2,388-	46.8-
	ADVERTISING							
	ADVERTISING 6150	700		700	83.3		700-	100.0-
	ADVERTISING	700		700	83.3		700-	100.0-
	PRINTING AND BINDING							

PRINTING-GRANT RELATED 6202
 FILM PROCESSING 6240

-----	PRINTING AND BINDING	-----	-----	-----	-----	-----	-----	-----	-----
	REPR/MAINT-OUTSIDE LABO								
8	OFFICE EQUIPMENT R&M 6365								
	MOTOR VEHICLE EQ. R&M 6384	1550		73	1477	83.3	4.7	1,462-	94.3-
-----		-----	-----	-----	-----	-----	-----	-----	-----
8	REPR/MAINT-OUTSIDE L	1550		73	1477	83.3	4.7	1,462-	94.3-
	RENTALS								
373	OFFICE EQUIPMENT RENT 6410	3000		2612	388	83.3	87.0	134	4.4
	OTHER RENT 6449								
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373	RENTALS	3000		2612	388	83.3	87.0	134	4.4
	OTHER SERVICES & CHARGE								
	EXHIBITIONS & PROMOTIO 6500								
	DISABILITY AWARENESS 6500 02	1450			1450	83.3		1,450-	100.0-
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	EXHIBITIONS & PROMO	1450			1450	83.3		1,450-	100.0-
	BANK SERV/TRF FEE 6832								
	DUES AND MEMBERSHIPS 6840	1000		250	750	83.3	25.0	700-	70.0-
	REGISTRATION FEE/TUITI 6845	1700		765	935	83.3	45.0	782-	46.0-
	SERVICES NOT SPECIFIED 6999	1570			1570	83.3		1,570-	100.0-
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	OTHER SERVICES & CHA	5720		1015	4705	83.3	17.7	4,502-	78.7-
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4580	OTHER SERVICES & CHAR	229389		19492	209897	83.3	8.4	205,998-	89.8-
	IMPROVEMENT OTHER THAN								
	DRAINS 7215								
	FACILITIES IMPROVEMEN 7215 01								
	ARLEDGE STREET 7215 06								
	E TIPTON DRAINAGE PRO 7215 16								
	HALL-ALCORN 7215 18								
	EAST CENTRAL 7215 19								
	WALNUT STREET 7215 20								
	HALL AVENUE PHASE III 7215 21								
	MOBILE/BOUIE - PHASE 7215 22								
	KATIE/J HALL - PHASE 7215 23								
	EAST CENTRAL - PHASE 7215 24								
	WALNUT STREET - PHASE 7215 25								
	OLD AIRPORT RD 7215 32								
	DIXIE PINE 7215 33								
	CELESTE PLACE 7215 34								
	OTHER DRAINAGE PROJEC 7215 99								
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	DRAINS								
	SEWERS 7220								
	ARRA SIDEWALKS (WOODLE 7225								
	STREETS & ROADWAYS 7230								
	TUSCAN AVENUE TO BERN 7230 35								
	OTHER STREET IMPR. 7230 99								

STREETS & ROADWAYS										
	CDBG/HOME HOUSING	7254								
12360	CDBG FULL REHAB	7254 01	318000		171210	146790	83.3	53.8	112,548-	35.3-
20000	CDBG HOUSING REPR	7254 02	105000		53825	51175	83.3	51.2	40,410-	38.4-
18818	HOME FULL REHAB	7254 03	236984		174400	62584	83.3	73.5	27,704-	11.6-
	HOME DOWNPAYMENT ASST	7254 04	66000		9000	57000	83.3	13.6	55,200-	83.6-
	AFFORDABLE HOUSING	7254 05								
	HOME REVOLVING LOANS	7254 06								
	WORLD CHANGERS	7254 07								
	ADOPT A HOME	7254 08								
	RECONSTRUCTION	7254 09								
	RECONSTRUCTN/SALV.ARM	7254 10								
	BLUE ROOFS	7254 11								
	EATON SCHOOL	7254 12								
	MICROENTERPRISE PROGR	7254 13	30000			30000	83.3		30,000-	100.0-
51178	CDBG/HOME HOUSING		755984		408435	347549	83.3	54.0	265,862-	35.1-
	CDBG-ENTITLEMT ASSISTA	7285								
	HOME ENTITLEMT ASSISTA	7286								
350	TENANT BASED RENTAL A	7286 01	2000		350	1650	83.3	17.5	1,580-	79.0-
350	HOME ENTITLEMT ASSI		2000		350	1650	83.3	17.5	1,580-	79.0-
	MDA AM DREAM D/P (ADDI	7287								
	OTHER IMPROVEMENTS	7295	402665			402665	83.3		402,665-	100.0-
51528	IMPROVEMENT OTHER TH		1160649		408785	751864	83.3	35.2	670,107-	57.7-
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325	1000			1000	83.3		1,000-	100.0-
	DATA PROCESSING EQUIP.	7327								
	MACHINERY AND EQUIPM		1000			1000	83.3		1,000-	100.0-
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
	VEHICLES									
51528	CAPITAL OUTLAY		1161649		408785	752864	83.3	35.1	671,107-	57.7-
72209	EXPENDITURES		1566464		606200	960264	83.3	38.6	839,024-	53.5-

CITY OF HATTIESBURG
EXPENDITURE REPORT

10 Months Ending 07/31/16

	TRANSFERS TO OTHER F								
	TRANSFERS								
	EXPENDITURES								

087500 - INDUSTRIAL PK-TRANSFERS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
TRANSFERS TO OTHER FUND								
	T/T GENERAL FUND 9000 01							
	T/T CITY B & I 9000 13							
	T/T CITY B&I (KOHLE) 9000 13K			274211	274211-		329,053	
	T/T CITY B&I (SUNBEAM) 9000 13S							
	T/T MUN.ROAD & BRIDGE 9000 72							
	T/T W & S CONSTRUCTION 9000 75							
-----	TRANSFERS TO OTHER F	-----	-----	274211	274211-	-----	329,053	-----
-----	TRANSFERS	-----	-----	274211	274211-	-----	329,053	-----
-----	EXPENDITURES	-----	-----	274211	274211-	-----	329,053	-----

087601 - INDUSTRIAL PK-G.O.ACQUISITIONS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OFFICE SUPPLIES							
	OTHER EXPENDABLE OFF.S 5010							
	OFFICE SUPPLIES							
	OPERATING SUPPLIES							
	ASPHALT & ASPHALT PROD 5400							
	MINOR EQUIPMENT 5460							
	OTHER OPERATING MATL/S 5590							
	OPERATING SUPPLIES							
	SUPPLIES AND EXPENSES							
	PROFESSIONAL SERVICES							
875	ADMINISTRATIVE FEE 6005			3500	3500-		4,200	
	AUDITING AND ACCOUNTIN 6010			7980	7980-		9,576	
	ARCHITECTURAL 6012							
	ENGINEERING/ENVIRONMEN 6015			11765	11765-		14,118	
	SITE PREPARATION 6016							
	APPRAISAL 6017			1000	1000-		1,200	
	CONSULTANT SERV/SURVEY 6020							
	AREA DEV.PARTNERSHIP 6020 01			292500	292500-		351,000	
	OTHER 6020 03							
	IND.PK.MASTER PLAN 6020 04							
	CONSULTANT SERV/SUR			292500	292500-		351,000	
750	LEGAL 6025			15860	15860-		19,032	
	OTHER PROFESSIONAL SER 6049							
1625	PROFESSIONAL SERVICE			332605	332605-		399,126	
	COMMUNICATIONS							
	TELEPHONE AND TELEGRAP 6060							
	POSTAGE 6070							
	COMMUNICATIONS							
	TRANSPORTATION							
	TRAVEL EXPENSE 6110							
	MESSENGER/EXPRESS SERV 6130							
	TRANSPORTATION							
	ADVERTISING							
	ADVERTISING 6150							
	ADVERTISING							

	PRINTING AND BINDING								
	PRINTING	6200							
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	PRINTING AND BINDING								
	INSURANCE								
12853	FIRE & EXTENDED COVERA	6250			12853	12853-		15,423	
	PUBLIC LIAB/PROPERTY D	6255							
	OTHER INSURANCE	6299							
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12853	INSURANCE				12853	12853-		15,423	
	UTILITIES								
	GAS	6300							
	ELECTRICITY	6305							
	WATER	6315							
-----			-----	-----	-----	-----	-----	-----	-----
	UTILITIES								
	REPR/MAINT-OUTSIDE LABO								
	BUILDING R&M	6350							
	SIGN PAINTING	6396							
	OTHER REPAIRS AND MAIN	6399							
1380	LANDSCAPE MAINTENANCE	6399 01			1380	1380-		1,656	
	RAIL SPURS MAINTENANCE	6399 02							
-----			-----	-----	-----	-----	-----	-----	-----
1380	REPR/MAINT-OUTSIDE L				1380	1380-		1,656	
	RENTALS								
	LAND RENT	6400							
-----			-----	-----	-----	-----	-----	-----	-----
	RENTALS								
	OTHER SERVICES & CHARGE								
	CONTRIBUTIONS	6820							
	FORREST CTY. REPAYMEN	6820 90							
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	CONTRIBUTIONS								
	PROPERTY TAXES	6995							
	SERVICES NOT SPECIFIED	6999							
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	OTHER SERVICES & CHA								
-----			-----	-----	-----	-----	-----	-----	-----
15858	OTHER SERVICES & CHAR				346838	346838-		416,205	

	LAND								
	LAND	7000							
	LEASEHOLDS	7020							
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	LAND								
	BUILDING/BLD IMPROVEMEN								
	BUILDINGS	7100							
	TECHNOLOGY BLDG.	7100 11							
-----			-----	-----	-----	-----	-----	-----	-----
	BUILDINGS								
-----			-----	-----	-----	-----	-----	-----	-----
	BUILDING/BLD IMPROVE								

	IMPROVEMENT OTHER THAN							
	STREETS & ROADWAYS	7230						
	OTHER IMPROVEMENTS	7295						
	RAIL SPUR IMPROVEMENT	7295 09						
	OWENS-ILLINOIS PROJEC	7295 35						
	USA YEAST RAIL SPUR	7295 36						
	KOHLER EXPANSION	7295 37						
-----			-----	-----	-----	-----	-----	-----
	OTHER IMPROVEMENTS							
-----			-----	-----	-----	-----	-----	-----
	IMPROVEMENT OTHER TH							
-----			-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY							
	BONDS REDEEMED							
	IND/ECON DEV ISSUES	8020						
-----			-----	-----	-----	-----	-----	-----
	BONDS REDEEMED							
	NOTE PRINCIPAL							
	IND. PARK NOTE	8210						
-----			-----	-----	-----	-----	-----	-----
	NOTE PRINCIPAL							
	INTEREST ON NOTES							
	OTHER NOTES	8335						
-----			-----	-----	-----	-----	-----	-----
	INTEREST ON NOTES							
-----			-----	-----	-----	-----	-----	-----
	DEBT SERVICE							
-----			-----	-----	-----	-----	-----	-----
15858	EXPENDITURES			346838	346838-		416,205	

087630 - INDUSTRIAL PK-KOHLER PROJECT

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	PROFESSIONAL SERVICES							
	ENGINEERING 6015							
	LEGAL 6025							
	OTHER PROFESSIONAL SER 6049							
-----		-----	-----	-----	-----	-----	-----	-----
	PROFESSIONAL SERVICE							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR							
	LAND							
	LAND 7000							
	SITE PREPARATION 7040							
	SITE IMPROVEMENT 7045							
-----		-----	-----	-----	-----	-----	-----	-----
	LAND							
	BUILDING/BLD IMPROVEMEN							
	BUILDINGS 7100							
	KOHLER BLDG. EXPANSIO 7100 21							
-----		-----	-----	-----	-----	-----	-----	-----
	BUILDINGS							
-----		-----	-----	-----	-----	-----	-----	-----
	BUILDING/BLD IMPROVE							
	IMPROVEMENT OTHER THAN							
	STREETS & ROADWAYS 7230							
	OTHER IMPROVEMENTS 7295							
-----		-----	-----	-----	-----	-----	-----	-----
	IMPROVEMENT OTHER TH							
-----		-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

088602 - PUBLIC SAFETY/REC CONSTRUCTION

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
PROFESSIONAL SERVICES								
	DEMOLITION 6013							
	LEGAL 6025							
	OTHER PROFESSIONAL SER 6049	2800000			2800000	83.3	2,800,000-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
	PROFESSIONAL SERVICE	2800000			2800000	83.3	2,800,000-	100.0-
	PRINTING AND BINDING							
	PRINTING 6200							
-----		-----	-----	-----	-----	-----	-----	-----
	PRINTING AND BINDING							
	OTHER SERVICES & CHARGE							
	SERVICES NOT SPECIFIED 6999							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR	2800000			2800000	83.3	2,800,000-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES	2800000			2800000	83.3	2,800,000-	100.0-

090500 - 2008 D/T LIGHTING-TRANSFERS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
TRANSFERS TO OTHER FUND								
	T/T SPECIAL STREET 9000 08							
	T/T B&I CITY 9000 13							
	T/T 2003 TIF B&I-CHAUV 9000 22							
	T/T 2008 TIF B&I-LINCO 9000 24							
-----		-----	-----	-----	-----	-----	-----	-----
	TRANSFERS TO OTHER F							
-----		-----	-----	-----	-----	-----	-----	-----
	TRANSFERS							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

090602 - 2008 D/T LIGHTING-ISSUE EXP

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	PROFESSIONAL SERVICES							
	LEGAL 6025							
	OTHER PROFESSIONAL SER 6049							
-----		-----	-----	-----	-----	-----	-----	-----
	PROFESSIONAL SERVICE							
	OTHER SERVICES & CHARGE							
	SERVICES NOT SPECIFIED 6999							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

090603 - 2008 D/T LIGHTING-PROJECT

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	IMPROVEMENT OTHER THAN							
	OTHER IMPROVEMENTS 7295							
	CHAUVET SQUARE/TIF PR 7295 33							
	LINCOLN CENTER/TIF PR 7295 38							
	D/T LIGHTING/GO NOTE 7295 51							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER IMPROVEMENTS							
-----		-----	-----	-----	-----	-----	-----	-----
	IMPROVEMENT OTHER TH							
-----		-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

091500 - TIF CONST-TRANSFERS

CITY OF HATTIESBURG
EXPENDITURE REPORT
ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER %
TRANSFERS TO OTHER FUND							
T/T GENERAL FUND	9000 01	132607			132607	83.3	132,607- 100.0-
T/T SO. POINTE TIF B &	9000 20						
T/T 2007 TIF B&I-T/C	9000 23						
T/T KOHLS TIF B&I	9000 25						
-----		-----	-----	-----	-----	-----	-----
TRANSFERS TO OTHER F		132607			132607	83.3	132,607- 100.0-
-----		-----	-----	-----	-----	-----	-----
TRANSFERS		132607			132607	83.3	132,607- 100.0-
-----		-----	-----	-----	-----	-----	-----
EXPENDITURES		132607			132607	83.3	132,607- 100.0-

091602 - TIF CONST-ISSUE EXP

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
PROFESSIONAL SERVICES								
LEGAL	6025							
OTHER PROFESSIONAL SER	6049							
PROF SERVICES-RIDGE AT	6049 01	109269		109268	1	83.3 99.9	21,852	19.9
PROF SERVICES-MIDTOWN	6049 02	18732		18732		83.3 100.0	3,746	19.9
PROF SERVICES-WHISPERI	6049 03							
PROF SERVICES-HBURG CL	6049 04	45000		45000		83.3 100.0	9,000	20.0
-----		-----	-----	-----	-----	-----	-----	-----
PROFESSIONAL SERVICE		173001		173000	1	83.3 99.9	34,599	19.9
PRINTING AND BINDING								
PRINTING	6200							
-----		-----	-----	-----	-----	-----	-----	-----
PRINTING AND BINDING								
OTHER SERVICES & CHARGE								
SERVICES NOT SPECIFIED	6999							
-----		-----	-----	-----	-----	-----	-----	-----
OTHER SERVICES & CHA								
-----		-----	-----	-----	-----	-----	-----	-----
OTHER SERVICES & CHAR		173001		173000	1	83.3 99.9	34,599	19.9
-----		-----	-----	-----	-----	-----	-----	-----
EXPENDITURES		173001		173000	1	83.3 99.9	34,599	19.9

091603 - TIF CONST-STREETS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
IMPROVEMENT OTHER THAN								
OTHER IMPROVEMENTS 7295								
	'14 SO. POINTE TIF PR 7295 31							
	'16 HBURG CLINIC TIF 7295 32	800000		800000		83.3 100.0	160,000	20.0
	'11 KHOLS/TIF PROJ 7295 33							
	'07 TURTLE CREEK/TIF 7295 34							
	'15 RIDGE/TURTLE CREE 7295 35	1002563		1002563		83.3 100.0	200,512	19.9
	'15 MIDTOWN MARKET TI 7295 36	171829		171829		83.3 100.0	34,365	19.9
	'16 WHISPERING PINES 7295 37							
	'11 TURTLE CREEK/TIF 7295 39							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER IMPROVEMENTS	1974392		1974392		83.3 100.0	394,878	19.9
-----		-----	-----	-----	-----	-----	-----	-----
	IMPROVEMENT OTHER TH	1974392		1974392		83.3 100.0	394,878	19.9
-----		-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY	1974392		1974392		83.3 100.0	394,878	19.9
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES	1974392		1974392		83.3 100.0	394,878	19.9

094500 - '12 W&S BOND CONST-TRANSFERS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	TRANSFERS TO OTHER FUND							
	T/T WATER & SEWER B&I 9000 10			21188	21188-		25,425	
	T/T 2013 W&S BOND CONS 9000 105							
	TRANSFERS TO OTHER F			21188	21188-		25,425	
	TRANSFERS			21188	21188-		25,425	
	EXPENDITURES			21188	21188-		25,425	

094602 - 2012 W&S CONST-ISSUE EXP

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	PROFESSIONAL SERVICES							
	LEGAL 6025							
	OTHER PROFESSIONAL SER 6049							
-----		-----	-----	-----	-----	-----	-----	-----
	PROFESSIONAL SERVICE							
	OTHER SERVICES & CHARGE							
	SERVICES NOT SPECIFIED 6999							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

CITY OF HATTIESBURG
EXPENDITURE REPORT
ALL FUNDS
10 Months Ending 07/31/16

THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT	PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN ACTUAL	OVER/UNDER	%
	OPERATING SUPPLIES								
	ASPHALT & ASPHALT PROD	5400							
	OPERATING SUPPLIES								
	SUPPLIES AND EXPENSES								
	PROFESSIONAL SERVICES								
	ENGINEERING	6015							
	LEGAL	6025							
	OTHER PROFESSIONAL SER	6049							
	PROFESSIONAL SERVICE								
	REPR/MAINT-OUTSIDE LABO								
	STREETS & STRUCTURES R	6360							
	REPR/MAINT-OUTSIDE L								
	OTHER SERVICES & CHARGE								
	SERVICES NOT SPECIFIED	6999							
	OTHER SERVICES & CHA								
	OTHER SERVICES & CHAR								
	IMPROVEMENT OTHER THAN								
	SEWERS	7220							
	SEWER PHASE III	7220 01							
	S.LAGOON SLUDGE REMOV	7220 27							
	SEWER PHASE I	7220 49							
	SEWER PHASE II	7220 50							
	SEWER PHASE IV	7220 51							
	CCTV SEWER INSPECTION	7220 96							
	LAGOON DREDGING LOAN	7220 97							
	SEWERS								
	WATER SYSTEMS	7245							
	JAMES ST WTR WELL #3	7245 02							
	HWY 98 BOOSTER STATIO	7245 03							
	HWY 98 ELEVATED WTR T	7245 04							
	WATER PHASE II	7245 05							
	WATER PHASE III	7245 06							
	VETERANS BLVD WTR CON	7245 08							
	WESLEY WELL #2	7245 09							
	COUNTRY CLUB WTR II	7245 18							

TATUM-BONHOMIE WTR LI 7245 23
 HWY 98 FIRE LINES 7245 28
 WATER PHASE I 7245 50

-----		-----	-----	-----	-----	-----	-----	-----
	WATER SYSTEMS							
	OTHER IMPROVEMENTS 7295							
	MISC.OTHER IMPROVEMEN 7295 99	21244			21244	83.3	21,244-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER IMPROVEMENTS	21244			21244	83.3	21,244-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
	IMPROVEMENT OTHER TH	21244			21244	83.3	21,244-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY	21244			21244	83.3	21,244-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES	21244			21244	83.3	21,244-	100.0-

095641 - 2001 BOND CONSTR-ZOO IMPR

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER %
	BUILDING/BLD IMPROVEMEN						
	BUILDINGS 7100						
	REHAB. EXISTING BLDGS 7100 12						
-----		-----	-----	-----	-----	-----	-----
	BUILDINGS						
-----		-----	-----	-----	-----	-----	-----
	BUILDING/BLD IMPROVE						
	IMPROVEMENT OTHER THAN						
	OTHER IMPROVEMENTS 7295						
	ASIAN EXHIBIT 7295 11						
	MS HABITAT EXHIBIT 7295 12	173			173	83.3	173- 100.0-
	LION EXHIBIT 7295 14						
	SOUTH AMERICAN EXHIBI 7295 25						
-----		-----	-----	-----	-----	-----	-----
	OTHER IMPROVEMENTS	173			173	83.3	173- 100.0-
-----		-----	-----	-----	-----	-----	-----
	IMPROVEMENT OTHER TH	173			173	83.3	173- 100.0-
-----		-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY	173			173	83.3	173- 100.0-
-----		-----	-----	-----	-----	-----	-----
	EXPENDITURES	173			173	83.3	173- 100.0-

CITY OF HATTIESBURG
EXPENDITURE REPORT
ALL FUNDS
10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	 %
IMPROVEMENT OTHER THAN								
STREETS & ROADWAYS		7230						
4TH ST WIDENING-MDOT		7230 09						
CHAIN PARK PROJ-MDOT		7230 76						
CHAIN PARK-MDOT ARRA		7230 77						
CHAIN PARK-HUD		7230 78						
STREETS & ROADWAYS								
IMPROVEMENT OTHER TH								
CAPITAL OUTLAY								
EXPENDITURES								

096402 - MDB CAPITAL PROJ-ECONOMIC DEV.

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	BUILDING/BLD IMPROVEMEN							
	BUILDING IMPROVEMENTS 7150							
	DEPOT PROJECT-GRANT R 7150 15							
	DEPOT PROJ NON-GRANT 7150 31							
	DEPOT PROJ-MDB 7150 35							
-----		-----	-----	-----	-----	-----	-----	-----
	BUILDING IMPROVEMEN							
-----		-----	-----	-----	-----	-----	-----	-----
	BUILDING/BLD IMPROVE							
-----		-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

CITY OF HATTIESBURG
EXPENDITURE REPORT

10 Months Ending 07/31/16

	TRANSFERS TO OTHER F								
	TRANSFERS								
	EXPENDITURES								

096602 - MDB CAPITAL PROJ-ISSUE EXP.

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
-----	PROFESSIONAL SERVICES							
-----	LEGAL 6025	-----	-----	-----	-----	-----	-----	-----
	PROFESSIONAL SERVICE							
	PRINTING AND BINDING							
-----	PRINTING 6200	-----	-----	-----	-----	-----	-----	-----
	PRINTING AND BINDING							
-----	OTHER SERVICES & CHAR	-----	-----	-----	-----	-----	-----	-----
-----	EXPENDITURES							

096695 - MDB CAPITAL PROJ-CAPITAL PROJ

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	PROFESSIONAL SERVICES							
	CONSULTANT SERV/SURVEY 6020							
	OTHER PROFESSIONAL SER 6049							
-----		-----	-----	-----	-----	-----	-----	-----
	PROFESSIONAL SERVICE							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR							
	BUILDING/BLD IMPROVEMEN							
	BUILDINGS 7100							
	POLICE COMPLEX RENOVA 7150 07							
-----		-----	-----	-----	-----	-----	-----	-----
	BUILDINGS							
-----		-----	-----	-----	-----	-----	-----	-----
	BUILDING/BLD IMPROVE							
	IMPROVEMENT OTHER THAN							
	DRAINS 7215							
	DRAINAGE(CORPS OF ENG 7215 31							
-----		-----	-----	-----	-----	-----	-----	-----
	DRAINS							
	SEWERS 7220							
	PROGRAMMED SEWER PROJ 7220 99							
-----		-----	-----	-----	-----	-----	-----	-----
	SEWERS							
	WATER SYSTEMS 7245							
	PROGRAMMED WATER PROJ 7245 99							
-----		-----	-----	-----	-----	-----	-----	-----
	WATER SYSTEMS							
-----		-----	-----	-----	-----	-----	-----	-----
	IMPROVEMENT OTHER TH							
	MACHINERY AND EQUIPMENT							
	DATA PROCESSING EQUIP. 7327							
-----		-----	-----	-----	-----	-----	-----	-----
	MACHINERY AND EQUIPM							
-----		-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

098300 - K.P.ZOO CAPITAL-REC.MAINT.

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	IMPROVEMENT OTHER THAN							
	KAB/LANDSCAPING 7226							
	RECREATION IMPROVEMENT 7256							
	MISC.REC.IMPR. 7256 99							
-----		-----	-----	-----	-----	-----	-----	-----
	RECREATION IMPROVEM							
-----		-----	-----	-----	-----	-----	-----	-----
	IMPROVEMENT OTHER TH							
-----		-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

098341 - K.P.ZOO CAPITAL-KPZ

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
OPERATING SUPPLIES								
-----	OTHER OPERATING MATL/S 5590	-----	-----	-----	-----	-----	-----	-----
-----	OPERATING SUPPLIES	-----	-----	-----	-----	-----	-----	-----
-----	SUPPLIES AND EXPENSES	-----	-----	-----	-----	-----	-----	-----
OTHER SERVICES & CHARGE								
-----	SERVICES NOT SPECIFIED 6999	-----	-----	-----	-----	-----	-----	-----
-----	OTHER SERVICES & CHA	-----	-----	-----	-----	-----	-----	-----
-----	OTHER SERVICES & CHAR	-----	-----	-----	-----	-----	-----	-----
IMPROVEMENT OTHER THAN								
OTHER IMPROVEMENTS 7295								
	ADAMS PLACE 7295 04							
	QUARANTINE BLDG PROJE 7295 08	2241			2241	83.3	2,241-	100.0-
	TIGER/LION EXHIBIT 7295 14							
	ZEBRA EXHIBIT 7295 17							
	SMALL ANIMAL EXHIBITS 7295 23							
	AFRICAN EXHIBIT 7295 25							
	MISC.OTHER IMPROVEMEN 7295 99							
-----		-----	-----	-----	-----	-----	-----	-----
-----	OTHER IMPROVEMENTS	2241			2241	83.3	2,241-	100.0-
-----	IMPROVEMENT OTHER TH	2241			2241	83.3	2,241-	100.0-
MACHINERY AND EQUIPMENT								
-----	OTHER EQUIPMENT 7399	-----	-----	-----	-----	-----	-----	-----
MACHINERY AND EQUIPM								
OTHER								
-----	ZOOLOGICAL ANIMALS 7505	-----	-----	-----	-----	-----	-----	-----
-----	OTHER	-----	-----	-----	-----	-----	-----	-----
-----	CAPITAL OUTLAY	2241			2241	83.3	2,241-	100.0-
-----	EXPENDITURES	2241			2241	83.3	2,241-	100.0-

098553 - K.P.ZOO CAPITAL-CEMETERY

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	IMPROVEMENT OTHER THAN							
	LANDSCAPING	7250						
	OTHER IMPROVEMENTS	7295						
	CEMETERY PROJ.IMPR.	7295 30						
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER IMPROVEMENTS							
-----		-----	-----	-----	-----	-----	-----	-----
	IMPROVEMENT OTHER TH							
-----		-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

099500 - '10 W&S GO BOND-TRANSFERS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	TRANSFERS TO OTHER FUND							
	T/T W&S OPERATION & MA 9000 10							
-----		-----	-----	-----	-----	-----	-----	-----
	TRANSFERS TO OTHER F							
-----		-----	-----	-----	-----	-----	-----	-----
	TRANSFERS							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

099602 - 2010 W & S GO BOND-ISSUE EXP.

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	PROFESSIONAL SERVICES							
	LEGAL 6025							
	OTHER PROFESSIONAL SER 6049							
-----		-----	-----	-----	-----	-----	-----	-----
	PROFESSIONAL SERVICE							
	PRINTING AND BINDING							
	PRINTING 6200							
-----		-----	-----	-----	-----	-----	-----	-----
	PRINTING AND BINDING							
	OTHER SERVICES & CHARGE							
	SERVICES NOT SPECIFIED 6999							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

099603 - 2010 W & S GO BOND-STREETS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
IMPROVEMENT OTHER THAN								
STREETS & ROADWAYS 7230								
N.31ST AVENUE 7230 06								
NEW SCHOOL ROAD 7230 08								
E.4TH STREET 7230 11								
S.28TH AVENUE 7230 14								
LINCOLN ROAD-#3 7230 27								
LINCOLN ROAD-#4 7230 29								
N.40TH AVENUE 7230 30								
MONTAGUE-N.40TH TO N3 7230 31								
ED TURNER DRIVE 7230 32								
S.31ST-HARDY TO MAMIE 7230 33								
MAMIE FROM S.28TH-31S 7230 34								
TUSCAN-MLK TO BERNARD 7230 35								
CLASSIC DR-HWY 42-GOL 7230 36								
-----		-----	-----	-----	-----	-----	-----	-----
STREETS & ROADWAYS								
-----		-----	-----	-----	-----	-----	-----	-----
IMPROVEMENT OTHER TH								
-----		-----	-----	-----	-----	-----	-----	-----
CAPITAL OUTLAY								
-----		-----	-----	-----	-----	-----	-----	-----
EXPENDITURES								

099606 - 2010 W & S GO BOND-DRAINAGE

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	IMPROVEMENT OTHER THAN							
	DRAINS 7215							
	ASHFORD-EASTSIDE TO M 7215 03							
	E.HARDY/WILLIAMS 7215 05							
	EDWARD ST.@RAILROAD 7215 11							
-----		-----	-----	-----	-----	-----	-----	-----
	DRAINS							
-----		-----	-----	-----	-----	-----	-----	-----
	IMPROVEMENT OTHER TH							
-----		-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

099627 - 2010 W & S GO BOND-WATER

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	LAND							
	LAND	7000						

	LAND							
	IMPROVEMENT OTHER THAN							
	WATER SYSTEMS	7245						
	IND.PARK WATER LINES	7245 01						
	IND.PARK ELEVATED TAN	7245 04						
	WATER WELL@ PLANT #1	7245 05						
	VETERANS BLVD - WATER	7245 08						
	WESLEY FILTRATION PLA	7245 09						

	WATER SYSTEMS							

	IMPROVEMENT OTHER TH							

	CAPITAL OUTLAY							

	EXPENDITURES							

099630 - 2010 W & S GO BOND-SEWERS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
IMPROVEMENT OTHER THAN								
SEWERS	7220							
FRANKLIN STREET	7220 12							
ARLEDGE-MANNING TO CT	7220 22							
COLUMBIA-PROV.TO RAWL	7220 23							
ASHFORD-C.CLUB TO MLK	7220 24							
PROVIDENCE-COLUMBIA T	7220 25							
N.LAGOON EXPANSION	7220 26							
S.LAGOON DISINFECTION	7220 27							
IND.PARK SEWER LINES	7220 28							
-----		-----	-----	-----	-----	-----	-----	-----
SEWERS								
-----		-----	-----	-----	-----	-----	-----	-----
IMPROVEMENT OTHER TH								
-----		-----	-----	-----	-----	-----	-----	-----
CAPITAL OUTLAY								
-----		-----	-----	-----	-----	-----	-----	-----
EXPENDITURES								

CITY OF HATTIESBURG
EXPENDITURE REPORT

10 Months Ending 07/31/16

105602 - 2013 W&S CONST-ISSUE EXP

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	PROFESSIONAL SERVICES							
	LEGAL 6025							
	OTHER PROFESSIONAL SER 6049							
-----		-----	-----	-----	-----	-----	-----	-----
	PROFESSIONAL SERVICE							
	OTHER SERVICES & CHARGE							
	BOND DISCOUNT 6600							
	BOND INSURANCE 6605							
	SERVICES NOT SPECIFIED 6999							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR							
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	EXPENDITURES							

105695 - 2013 W&S CONSTR.-CAPITAL PRO

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OPERATING SUPPLIES							
	ASPHALT & ASPHALT PROD 5400							
	OPERATING SUPPLIES							
	SUPPLIES AND EXPENSES							
	PROFESSIONAL SERVICES							
37898	ENGINEERING 6015	7500000	817,452	6934448	251899-	83.3 92.4	821,337	10.9
	LEGAL 6025							
	OTHER PROFESSIONAL SER 6049							
37898	PROFESSIONAL SERVICE	7500000	817,452	6934448	251899-	83.3 92.4	821,337	10.9
	REPR/MAINT-OUTSIDE LABO							
	STREETS & STRUCTURES R 6360							
	REPR/MAINT-OUTSIDE L							
	OTHER SERVICES & CHARGE							
	SERVICES NOT SPECIFIED 6999							
	OTHER SERVICES & CHA							
37898	OTHER SERVICES & CHAR	7500000	817,452	6934448	251899-	83.3 92.4	821,337	10.9
	IMPROVEMENT OTHER THAN							
	SEWERS 7220							
	SEWER PHASE III 7220 01							
	18 INCH TRUNK LINES 7220 17	997099	65,713	865730	65657	83.3 86.8	41,777	4.1
	PROVIDENCE ST 7220 25							
	S1-N.LAGOON EXPANSION 7220 26							
	S2-W 592 SWR W OF RAI 7220 38							
	S3-E 592 SWR E OF RAI 7220 39							
	S4-W BOND SWR W OF RA 7220 40							
	S5-E BOND SWR E OF RA 7220 41							
	S6-ANNEXATION AREA SE 7220 42							
	S7-SEWER LIFT STA IMP 7220 43							
	SULLIVAN KIL TO J MIM 7220 44							
	HWY 49 N SEWER 7220 45							
	SEWER PHASE I 7220 49							
	SEWER PHASE II 7220 50							
	SEWER PHASE IV 7220 51							
	DRYING BED 7220 52							
	SEWER PHASE V 7220 54	39139		27915	11224	83.3 71.3	5,641-	14.4-
254974	SEWER PHASE VII 7220 55	2632802	463,688	2161454	7660	83.3 82.0	39,057-	1.4-

PROGRAMMED SEWER PROJ 7220 99

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254974	SEWERS	3669040	529,401	3055099	84541	83.3	83.2	2,921-	
	WATER SYSTEMS 7245								
	JAMES ST WTR WELL #3 7245 01								
	JAMES ST WTR PLT-MATC 7245 02								
	HWY 98 BOOSTER STATIO 7245 03								
	HWY 98 ELEVATED WTR T 7245 04								
	VETERANS MEM BLVD/S 2 7245 08	88869		88193	676	83.3	99.2	16,962	19.0
1838	WESLEY WELL #2 7245 09	1838		1838	1	83.3	100.0	367	19.9
	WTP FILTER #6 7245 10	366057		360155	5902	83.3	98.3	66,129	18.0
450	OLD 98/RUNNELS RD WTR 7245 11	43720	1,875	40895	950	83.3	93.5	5,354	12.2
	W1-COUNTRY CLUB WATER 7245 18								
	W2-WESLEY PLANT TREAT 7245 26								
	W3-WATER WELL@ PLANT 7245 27	201305	201,285		20	83.3		201,305-	100.0-
	HWY 98 FIRE LINES 7245 28								
	WATER PHASE I 7245 50								
	WATER PHASE II 7245 51	3300		3300		83.3	100.0	660	20.0
13015	WATER PHASE III 7245 52	1270560	250,680	1015191	4689	83.3	79.9	52,330-	4.1-
4460	WATER PHASE IV 7245 53	62600	9,843	47235	5523	83.3	75.4	5,918-	9.4-
	PROGRAMMED WATER PROJ 7245 99	130000			130000-	83.3		130,000-	100.0-
19763	WATER SYSTEMS	1908249	463,683	1556806	112240-	83.3	81.5	40,081-	2.1-
	OTHER IMPROVEMENTS 7295								
	MISC.OTHER IMPROVEMEN 7295 99	2112925			2112925	83.3		2,112,925-	100.0-
	OTHER IMPROVEMENTS	2112925			2112925	83.3		2,112,925-	100.0-
274737	IMPROVEMENT OTHER TH	7690214	993,084	4611905	2085226	83.3	59.9	2,155,928-	28.0-
274737	CAPITAL OUTLAY	7690214	993,084	4611905	2085226	83.3	59.9	2,155,928-	28.0-
312635	EXPENDITURES	15190214	1,810,536	11546353	1833327	83.3	76.0	1,334,590-	8.7-

107500 - SPEC.SALES TAX-TRANSFERS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	TRANSFERS TO OTHER FUND							
10427	T/T GENERAL FUND 9000 01			104270	104270-		125,124	
-----	T/T CITY B & I 9000 13	-----	-----	-----	-----	-----	-----	-----
10427	TRANSFERS TO OTHER F	-----	-----	104270	104270-		125,124	
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10427	TRANSFERS	-----	-----	104270	104270-		125,124	
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10427	EXPENDITURES			104270	104270-		125,124	

107706 - SPEC.SALES TAX-T&A EXPEND.

CITY OF HATTIESBURG
EXPENDITURE REPORT
ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	PROFESSIONAL SERVICES							
	OTHER PROFESSIONAL SER 6049							
71670	TOURISM COMMISSION 6049 01			523291	523291-		627,949	
424728	CONVENTION COMMISSION 6049 02			3974211	3974211-		4,769,053	
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496398	OTHER PROFESSIONAL			4497502	4497502-		5,397,002	
-----		-----	-----	-----	-----	-----	-----	-----
496398	PROFESSIONAL SERVICE			4497502	4497502-		5,397,002	
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496398	OTHER SERVICES & CHAR			4497502	4497502-		5,397,002	
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496398	EXPENDITURES			4497502	4497502-		5,397,002	

109704 - GROUP INS.TRUST-T&A EXPEND.

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

10 Months Ending 07/31/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OTHER SERVICES & CHARGE							
	BANK SERV/TRF FEE 6832							
80199	ADMIN PAID 6833			779108	779108-		934,929	
286464	CLAIMS PAID 6834			3027622	3027622-		3,633,146	
	SERVICES NOT SPECIFIED 6999							
	ACA TRANSITIONAL FEE 6999 01			37481	37481-		44,977	
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	SERVICES NOT SPECIF			37481	37481-		44,977	
-----		-----	-----	-----	-----	-----	-----	-----
366663	OTHER SERVICES & CHA			3844212	3844212-		4,613,054	
-----		-----	-----	-----	-----	-----	-----	-----
366663	OTHER SERVICES & CHAR			3844212	3844212-		4,613,054	
-----		-----	-----	-----	-----	-----	-----	-----
366663	EXPENDITURES			3844212	3844212-		4,613,054	



City of Hattiesburg, MS

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

Master

File Number: 2016-2849

File ID: 2016-2849

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/04/2016

Brief Title: FY2017 Traffic Safety grant

Final Action:

Minute Book Number: MB2016-213

Title:

Acknowledge submission of documentation for the MS Dept of Public Safety Office of Highway Safety FY2017 402 Police Traffic Safety Grant Agreement in the amount of \$22,857.00. (nunc pro tunc)

Notes: nunc pro tunc. signed and sent back to MSDPS by Aug 10

Sponsors:

Enactment Date:

Attachments: MDOPS OHS FY2017, executed MDOPS OHS FY2017

Enactment Number:

Contact:

Meeting Date: 08/16/2016

Drafter: Brett Benson

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/16/2016					
1	City Council - Special Called Meeting	08/22/2016					

Text of Legislative File 2016-2849

Title

Acknowledge submission of documentation for the MS Dept of Public Safety Office of Highway Safety FY2017 402 Police Traffic Safety Grant Agreement in the amount of \$22,857.00. (nunc pro tunc)

Summary

Highway Safety FY2017 traffic safety grant

Budget Information

Expenditure Type

Grant project

Purchasing Item



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

PHIL BRYANT
GOVERNOR

ALBERT SANTA CRUZ
COMMISSIONER

July 5, 2016

Mr. Johnny Dupree, Mayor
City of Hattiesburg
#1 Government Plaza
Hattiesburg, MS 39401

Dear Mayor Dupree:

Enclosed you will find your Mississippi Office of Highway Safety (MOHS) Grant Agreement for the Fiscal Year 2017. You have been awarded \$22,857.00 for the 402 Police Traffic Services. **All FY 2017 grant funds must be expended by September 30, 2017 and the FY 2016 Sub-Grantee Closeout Report must be received in our office no later than COB November 15, 2017.**

Please **thoroughly** read the Grant Agreement as changes have been made for Fiscal Year 2017. Your completed Grant Agreement must be returned to the MOHS by COB **August 10, 2016**. Please make sure that you complete the following documents when you are returning your Grant Agreement:

1. Signature Page (original signature in **BLUE** ink)
2. Completed Agreement of Understanding & Compliance
3. Completed Governmental Resolution Form
4. Enclose a copy of your agency's overtime policy and a payroll schedule (schedule should include beginning and ending dates of pay periods and pay check dates for October 1, 2016 – September 30, 2017)

Failure to return your completed Grant Agreement (and all required documents) by the above stated date will result in the reallocation of these grant funds. Please mail the completed Grant Agreement and all required documents to the following address:

Mississippi Office of Highway Safety
Attn. Joyce Corley
1025 Northpark Drive
Ridgeland, MS 39157

Please feel free to contact your Program Manager, Joyce Corley if you should have any questions concerning the completion of the Grant Agreement. You may reach your Program Manager at 601-977-3703 or jcorley@dps.ms.gov.

Regards,

Penny N. Corn

Penny N. Corn, Director
Mississippi Office of Highway Safety

FY17 MOHS GRANT AGREEMENT**MS Office of Highway Safety**

1025 Northpark Drive

Ridgeland, MS 39157

Phone: (601) 977-3700: Fax: (601) 977-3701

1. Subgrantee's Name City of Hattiesburg Mailing Address: #1 Government Plaza Hattiesburg, MS 39401 Telephone Number: 601-544-7900 FAX: 601-545-4952 E-Mail: grntwtr@hattiesburgms.com		2. Effective Date of Grant: October 1, 2016			
		3. Subgrant Number: PT-2016-PT-21-51			
		4. Grant Identifier (Funding Source & Year): 402 Police Traffic Services FY17			
		5. Beginning and Ending Dates: October 1, 2016 – September 30, 2017			
		6. Subgrant Payment Method: <u> X </u> Cost Reimbursement Method			
7. CFDA # - 20.600		8. DUNS # - 079448130		9. Congressional District – 4th	
10. FAIN #: 18X9204020MS17		11.A: Initial Federal Award Date: 1/28/2016		12. Research and Development Grant: ____ Yes <u> X </u> No	
		11.B: Secondary Federal Award Date:			
13. The following funds are obligated:					
A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH	D. RATIO%
(1) Personal Services-Salary	\$20,017.50	(1) Federal	\$22,857.00		
(2) Personal Services-Fringe	\$0.00	(2) State			
(3) Contractual Services	\$35.30	(3) Local			
(4) Travel	\$0.00	(4) Other			
(5) Equipment	\$2,804.20	Total:	\$22,857.00		
(6) Commodities	\$0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:			
(7) Indirect Costs	\$0.00	Number of Grants: 2	154 Alcohol		Total
TOTAL	\$22,857.00	TOTAL:	\$68,257.00		\$89,114.00
The Subgrantee agrees to operate the program outlined in this subcontract in accordance with all provisions of this subcontract as included herein. The following sections are attached and incorporated into this agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Budget Summary; Cost Summary Support Sheet; and Agreement of Understanding and Compliances. All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Subgrantee, are also incorporated into this agreement, and Subgrantee agrees to fully comply therewith.					
14. Approved for Grantee:			15. Approved for Subgrantee:		
Name: Penny Corn Title: MOHS Office Director/MS Governor's Representative Department of Public Safety, Division of Public Safety Planning, MS Office of Highway Safety			Name: Johnny Dupree Title: Mayor, City of Hattiesburg		

FY17 Sub-Grantee Project Description:

Projects under the MOHS Law Enforcement Grant program are provided grant funds to local police departments and sheriff's offices for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency agreement, in support of the PTS program. These enforcement grants will be coordinated with the national Campaigns, along with any state blitz campaigns that the MOHS develops for FY17.

All law enforcement agencies participating in the MOHS Law Enforcement Grant program will utilize data to target the need and deploy resources based on problem identification and traffic trends in the agency locale and make adjustments to the program as needed.

Law Enforcement agencies use the funding for salaries (part time and full time), travel, contractual service and equipment that has been reviewed and approved by the MOHS. All information on budget can be found in the agency budget. The agency will generate at least (1) earned media campaigns during the blitz campaigns.

FY17 Sub-Grantee-Target(s), Performance Measures and Strategies

Agency Name: City of Hattiesburg/Hattiesburg Police Department

List the target(s) that the sub-grantee will accomplish during the FY17 grant year. Performance measures should be set to help the sub-grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):

The jurisdiction/agency of Hattiesburg Police Department will reduce the number of unbelted crashes from 60 in 2014 to 58 by the end of 2017.

The jurisdiction/agency of Hattiesburg Police Department will maintain the number of unbelted fatalities from 0 in 2014 to 0 by the end of 2017.

The jurisdiction/agency of Hattiesburg Police Department will reduce the number of unbelted injuries from 21 in 2014 to 20 by the end of 2017.

The jurisdiction/agency of Hattiesburg Police Department will reduce the number of speed related crashes from 148 in 2014 to 140 by the end of 2017.

The jurisdiction/agency of Hattiesburg Police Department will maintain the number of speed related fatalities from 0 in 2014 to 0 by the end of 2017.

The jurisdiction/agency of Hattiesburg Police Department will reduce the number of speed related injuries from 42 in 2014 to 40 by the end of 2017.

Performance Measures:

Increase the number of grant funded Seat Belt citations by 100% from 0 in FY15 to 75 in FY17.

Increase the number of grant funded Child Restraint citations by 100% from 0 in FY15 to 30 in FY17.

Increase the number of grant funded Speed citations by 100% from 0 in FY15 to 500 in FY17.

Strategies:

Overtime Enforcement

10 Checkpoints

16 Saturation Patrols

Generate Earned Media

Publicize patrol activities results (after occurrence)

Conduct 4 of education outreach activities/presentations

Attend Troop LEL Network Meeting

Participate in the National blitz campaigns with enhanced PT enforcement:

Click It or Ticket – Memorial Day

Participate in the State blitz campaigns with enhanced PT enforcement:

Thanksgiving

Christmas/New Year's

Super Bowl

4th of July

Labor Day

Any other enforcement period coordinated by MOHS

Obtain (quotes/bids) on equipment (if applicable)

FY17 MOHS TASKS BY QUARTERS

AGENCY NAME: City of Hattiesburg/Hattiesburg Police Department

PROJECTION TASKS BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)

Purchase approved equipment during 1st quarter for the grant year. (any equipment over \$5000.00 – agency is required to have an approval letter from MOHS [with NHTSA approval attached] prior to purchase)

Attend, at a minimum, one (1) MAHSL meeting during quarter.

Attend LEL Troop Network meeting.

Conduct not less than 2 checkpoints during quarter.

Conduct not less than 4 saturation patrols during quarter.

Issue a minimum of (15) Seat Belt citations during quarter, to reach 20% goal of (75) for FY2017.

Issue a minimum of (6) Child Restraint citations during quarter, to reach 20% goal of (30) for FY2017.

Issue a minimum of (125) Speed citations during quarter, to reach 25% goal of (500) for FY2017.

Agency will conduct not less than 1 school, community and/or public information and education presentation during the quarter.

Submit all required reporting documents by scheduled date(s) as defined in contract by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)

Additional Tasks:

Participate in the State Thanksgiving and Christmas/New Year's blitz campaign with enhanced PT enforcement.

Projected Expenditures for 1st Quarter: \$7,843.88

FY17 MOHS TASK BY QUARTERS

AGENCY NAME: City of Hattiesburg/Hattiesburg Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters.

Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

Attend, at a minimum, one (1) MAHSL meeting during quarter.

Attend LEL Troop Network meeting.

Conduct not less than 3 checkpoints during quarter.

Conduct not less than 4 saturation patrols during quarter.

Issue a minimum of (22) Seat Belt citations during quarter, to reach 30% goal of (75) for FY2017.

Issue a minimum of (9) Child Restraint citations during quarter, to reach 30% goal of (30) for FY2017.

Issue a minimum of (125) Speed citations during quarter, to reach 25% goal of (500) for FY2017.

Agency will conduct not less than 1 school, community and/or public information and education presentation during the quarter.

Submit all required reporting documents by scheduled date(s) as defined in contract by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)

Additional Tasks:

Participate in the State New Year's and the State Super Bowl blitz campaign with enhanced PT enforcement.

Projected Expenditures for 2nd Quarter: \$5,004.38

FY17 MOHS TASK BY QUARTERS

AGENCY NAME: City of Hattiesburg/Hattiesburg Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters.

Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

3RD QUARTER (APRIL, MAY & JUNE)

Attend, at a minimum, one (1) MAHSL meeting during quarter.

Attend LEL Troop Network meeting.

Conduct not less than 3 checkpoints during quarter.

Conduct not less than 4 saturation patrols during quarter.

Issue a minimum of (23) Seat Belt citations during quarter, to reach 30% goal of (75) for FY2017.

Issue a minimum of (9) Child Restraint citations during quarter, to reach 30% goal of (30) for FY2017.

Issue a minimum of (125) Speed citations during quarter, to reach 25% goal of (500) for FY2017.

Agency will conduct not less than 1 school, community and/or public information and education presentation during the quarter.

Submit all required reporting documents by scheduled date(s) as defined in contract by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)

Additional Tasks:

Participate in the national Click It or Ticket Memorial Day blitz campaign with enhanced PT enforcement and earned media with at least two (2) newspaper, television or radio presentations.

Projected Expenditures for 3rd Quarter: \$5,004.38

FY17 MOHS TASK BY QUARTERS

AGENCY NAME: City of Hattiesburg/Hattiesburg Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters.

Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

4TH QUARTER (JULY, AUGUST & SEPTEMBER)

Attend, at a minimum, one (1) MAHSL meeting during quarter.

Attend LEL Troop Network meeting.

Conduct not less than 2 checkpoints during quarter.

Conduct not less than 4 saturation patrols during quarter.

Issue a minimum of (15) Seat Belt citations during quarter, to reach 20% goal of (75) for FY2017.

Issue a minimum of (6) Child Restraint citations during quarter, to reach 20% goal of (30) for FY2017.

Issue a minimum of (125) Speed citations during quarter, to reach 25% goal of (500) for FY2017.

Agency will conduct not less than 1 school, community and/or public information and education presentation during the quarter.

Submit all required reporting documents by scheduled date(s) as defined in contract by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)

Additional Tasks:

Participate in the State 4th of July and Labor Day blitz campaign with enhanced PT enforcement.

Submit all close out documentation by closeout deadline.

Projected Expenditures for 4th Quarter: \$5,004.36

FY17 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Hattiesburg/Hattiesburg Police Department		5. Ending: September 30, 2017		
2. Subgrant Number: PT-2016-PT-21-51	3. Grant ID: 402 Police Traffic Services FY17	4. Beginning: October 1, 2016		
6. Activity: Police Traffic Services				
7. MOHS Use Only	8. Category & Line Item	9. Description of item and/or Basis for Valuation	10. Budget	
			Federal All Other Total	
	Personal Services-Salary	Officers over-time or regular time above and beyond normal work hours @ approx. (\$26.69) X approx. (750 hours) = \$20,017.50 Total Salaries = \$20,017.50	\$20,017.50	\$20,017.50
	Contractual Services	Not to exceed \$20,017.50 Shipping (1) x (\$35.00) = \$35.00 Miscellaneous (1) x (\$0.30) = \$0.30 Total Contractual Services = \$35.30	\$35.30	\$35.30
	Equipment	(Stalker II Hand held Radar) (2) X (\$1,295.00) = \$2,590.00 (Stalker II motorcycle holster) (2) X (\$107.10) = \$214.20 Total Equipment = \$2,804.20	\$2,804.20	\$2,804.20
TOTALS			\$22,857.00	\$22,857.00

Mississippi Office of Highway Safety

FY17 Agreement of Understanding and Compliance

This agreement made and entered into by and between the State of Mississippi by and through the MS Office of Highway Safety, hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Sub-grantee.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Sub-grantee must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Sub-grantee has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

- A. It is mutually agreed that upon written application by Sub-grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-grantee account for reimbursement of eligible expenditures as set forth in the application.
- B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by OMB Circular A-133, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
- C. It is also understood, pursuant to Section 18.42(e)(1) of Title 49 Code of Federal Regulations, the awarding agency and the Comptroller General of the United States, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), shall have the right of access to any pertinent books, documents, papers, or other records of grantees and sub-grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.
- D. It is further agreed that where reimbursement is made to Sub-grantee in installments, State shall have

the right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-grantee.

- E. Unless otherwise directed, Sub-grantees must submit monthly reimbursement and back up documentation, by the 15th day of the following month to receive reimbursement for project activities. Tasks by Quarter Reports reflect the status of project implementation and progress toward reaching goals. Each progress report shall describe the project status quarterly and shall be submitted to the State no later than fifteen (15) days following the end of each quarter.

Final Closeout Report and Reimbursement Claim with all required documentation must be received to MS Office of Highway Safety within forty five (45) days of completion of the project (**Close of Business (COB) November 15th**). Appropriate forms will be provided to the Project Director. All required due dates for MOHS documents are provided in the Project Director's Guide.

Any Sub-grantee delinquent in submitting monthly reimbursement, monthly activity, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period in question, will be subject to having submitted reimbursement requests withheld. Once completed reports are received, reimbursement requests will be processed.

II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. Each Sub-Grantee will be required to have at least two (2) on-site monitoring visits during the grant year. The evaluation can include on-site monitoring both during and at the end of each grant period. All written documents will be reviewed to determine progress, problems and reimbursements of the project. The State evaluates all subrecipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of subrecipient monitoring.

III. PROPERTY AGREEMENT

- Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MS Office of Highway Safety; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- It is mutually agreed and promised that the Sub-grantee shall immediately notify the MS Office of Highway Safety if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-grantee further agrees to transfer or otherwise dispose of such equipment as directed by the MS Office of Highway Safety.
- It is mutually agreed and promised by the Sub-grantee that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MS Office of Highway Safety.
- It is mutually agreed and promised that the Sub-grantee shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
- Each Sub-grantee of federal grant funds has a financial management system that complies with the minimum requirements of 49 CFR Part 18/2 CFR Part 200 and 1201 (Super Circular).

- All equipment awarded in this project agreement/contract must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MS Office of Highway Safety must be notified as to the reason for the delay and projected purchase date of the equipment.
- Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.
- A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.
- A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.
- Adequate maintenance procedures must be developed to keep the property in good and working condition.
- If the sub-grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
- Costs for equipment items are allowable only as part of a comprehensive program effort. All approved equipment must be included on the Federal Conformation Product List (CPL), where applicable. Approved equipment purchased with federal funds, must be in compliance of the Buy America Act (49 U.S.C. 5323(j)).
- Approved equipment with a purchase price of \$5,000.00 must be approved in writing from the National Highway Traffic Safety Administration before the purchase of approved equipment purchased with federal funds.

IV. STAFFING

Positions covered by this project that are 100% funded must be new positions. If staff of the Sub-grantee agency is transferred to work on this project, the agency must replace the vacant position with a new hire. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All full time funded positions require time certification and/or detailed activity documentation as directed by MS Office of Highway Safety.

V. GENERAL PROJECT REQUIREMENTS

- A. Any change to out-of-state travel approved in the Grant Application, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than two (2) weeks before the intended date of travel on Agency letterhead.

- Out of State Travel-All federal funded out of state travel requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel- All federal funded in state travel requires itemized receipts for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
- B. No budget modification requests will be accepted by the MS Office of Highway Safety after July 31st.
- C. Sub-grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted forty-five (45) days prior to acceptance, due to the fact that contracts may be subject to review and approval by NHTSA.
- D. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Sub-grantee and used for project related expenses or to offset eligible expenses with the approval of the MS Office of Highway Safety.
- E. Local government Sub-grantee must complete the "Local Governmental Resolution" included within this document, or a similar, equally binding resolution.
- F. Sub-grantee must maintain in the agency grant file the most current copy of the following policies with the application for funding. If agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
 - Warning citation policy (If Applicable);
 - Pursuit policy(Must Retain a Copy);
 - Checkpoint policy (If Applicable);
 - Saturation patrol policy (If Applicable); and
 - DUI enforcement policy (If Applicable)
 - Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)
- G. Sub-grantee must submit to the MS Office of Highway Safety a copy of the following policy(s)
- **Payroll policy to include: overtime, payroll schedule(payroll period begin/end dates & check date), leave policy (vacation, sick leave, holiday, & compensatory time)**
- H. All promotional items should be requested from the MS Office of Highway Safety. The sub-grantee must submit a distribution plan with the request that states how the items are integral to the accomplishment of the project.
- I. All training received under federal funded programs must be program related and the sub-grantee must maintain a copy of the certificate of completion and must be available for inspection in the agency's grant file.
- J. A Property Inventory form must be completed for all equipment. All equipment cost exceeding \$500.00 will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the Sub-grantee inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the agency's grant file.

K. Implementation of Agreement:

All sub-grantees are required to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.

L. Termination of Agreement:

- The MS Office of Highway Safety in the event of Sub-grantee noncompliance with any of the provisions of this agreement may terminate this agreement by giving the Sub-grantee a thirty (30) day notice. The MS Office of Highway Safety, before issuing notice of termination of this agreement, shall allow the Sub-grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.
- The Sub-grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.
- Agreement Changes: Any proposed changes in this agreement that would result in changes in the scope, character, or complexity of the agreement, must be submitted with Budget Modification Letter to the MS Office of Highway Safety, shall require an approved Budget Modification prior to change(s) being implemented.
- Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-grantee shall not assign any portion of the work to be performed under this agreement, or execute any agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this agreement must include all required and/or applicable clauses and provisions of this agreement.
- Sub-grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the agreement by the MS Office of Highway Safety, will result in the withholding of reimbursement payments.

VI. UNALLOWABLE COST

Limitations and Conditions: The provisions stated in the following section are not intended to deny flexibility in supporting potential accident and injury reduction activities; however, the conditions do serve as a guide in describing costs that are not allowable for highway safety funding. See NHTSA Highway Safety Grant Funding Guidance.

The following are unallowable:

A. Unallowable Costs for Facilities and Construction

- Highway construction, maintenance, or design other than design of safety features of highways incorporated into Roadway Safety guidelines
- Construction or reconstruction of permanent facilities, such as paving, driving ranges, towers and non-portable skid pads

- Highway safety appurtenances including longitudinal barriers (such as guardrails), sign supports (except as allowed under Allowable Costs with Conditions for selected Items, Part II.A.2.), luminaire supports, and utility poles (FHWA safety construction Federal-aid funds are available)
- Construction, rehabilitation, or remodeling for any buildings or structures or for purchase of office furnishings and fixtures;

Examples of office furnishings and fixtures

- | | | |
|-------------|------------------|--------------------------|
| • Chair | • Bookcase | • Portable Partition |
| • Table | • Filing Cabinet | • Picture, Wall Clock |
| • Shelving | • Floor Covering | • Draperies and Hardware |
| • Coat Rack | • Office Planter | • Fixed Lighting/Lamp |
- Land (except for SAFETEA-LU Section 2010 and MAP-21 Section 405(f) motorcycle safety grant funds used to purchase a facility which includes the purchase of land upon which the facilities sit.)

B. Unallowable Equipment Costs

- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)
- Traffic signal preemption systems (FHWA Federal-aid highway program funds are available for traffic signal preemption systems)
- Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds (including MAP-21 Section 405(b) High Seat Belt Use Rate funds, 405(d) Ignition Interlock funds, 405(e) Distracted Driving funds, and 405(g) GDL funds, in which a State has been approved to use for any eligible project or activity under 23 USC 402). (23 CFR Part 1200.13(b)).
- Radars or other speed measuring devices using MAP-21 Section 405-Impaired Driving Countermeasures and SAFETEA-LU Section 410 Alcohol Impaired Driving Countermeasures grant funds.

C. Unallowable Training Costs

- Training of employees of Federal civilian and Federal military agencies. Note: Training for Department of the Interior personnel who are assigned Section 402 responsibilities is covered under the 5 percent administrative allowance.
- An individual's salary while pursuing training (except when the individual's salary is already supported with highway safety funds under an approved project).
- Overtime for police officers attending drug recognition expert training.

D. Program Administration

- Supplanting, including: (a) replacing routine and/or existing State or local expenditures with Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally recognized Indian tribal governments (2 CFR Part 225 Appendix B.19).
- NHTSA highway safety grant funds used to defray expenses incurred or sought to be incurred for activities of Federal civilian or military agencies or employees. For Department of the Interior, personnel expenditures for the Section 402 program are covered under the five percent administrative allowance.
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable (See Part III, D.3.). (2 CFR Part 225 Appendix B 3)
- Entertainment costs, including amusement and social activities and expenses directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities). (2 CFR Part 225 Appendix B 14)

- NHTSA highway safety grants funds for commercial drivers' compliance with specific Federal Motor Carrier Safety Regulations.
- Drug impaired activities, equipment and drug impaired training is not allowable with Sections 154/164 funds.

E. Lobbying

Federal - the cost of influencing the U.S. Congress and Federal agency officials for activities associated with obtaining grants, contracts, cooperative agreements or loans.

State and Local - No Federal funds may be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., grassroots) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds to engage in direct contact with State or local legislative officials, in accordance with customary State practice, even if it urges legislative officials to favor or oppose the adoption of a specific pending legislative proposal. (23 CFR Part 1200 Appendix A)

Additional Items Unallowable:

- Cell phones, guns and office furniture are not allowable for purchase with these funds under any circumstances.
- Costs for equipment purchases exceeding \$5,000.00 must have prior approval from NHTSA. The MS Office of Highway Safety will obtain the approval letter and provide a copy to the Sub-grantee.
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
 - (1) Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines);
 - (2) Alcohol testing; and
 - (3) Mobile video systems.
- The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Training must be approved in advance.
- Development costs of new training curriculum and materials are allowable if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.
- Costs are not allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% with 402 funds under an approved project.
- Proposed training must be included with the grant application. Only DUI/alcohol training is allowed under alcohol funding. Occupant protection training is allowed under occupant protection funding.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- Cost to purchase program advertising space in the mass communication media is not allowable for sub-grantees.

CERTIFICATIONS AND ASSURANCES
FEDERAL CERTIFICATIONS AND ASSURANCES

VII. NONDISCRIMINATION-(Applies to sub recipients as well as States)

The Subgrantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, *et seq.*), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, *et seq.*), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

VIII. THE DRUG-FREE WORKPLACE ACT OF 1988 (41USC 8103) (Applies to sub recipients as well as States)

The Recipient will provide a drug-free workplace by:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the subgrantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- Establishing a drug-free awareness program to inform employees about:
 - The dangers of drug abuse in the workplace.
 - The subgrantee's policy of maintaining a drug-free workplace.
 - Any available drug counseling, rehabilitation, and employee assistance programs.
 - The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 - Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - Abide by the terms of the statement.
 - Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

- Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.
- Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted –
 - o Taking appropriate personnel action against such an employee, up to and including termination.
 - o Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
- Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

IX. BUY AMERICA ACT-(Applies to sub recipients as well as States)

The Subgrantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

X. POLITICAL ACTIVITY (HATCH ACT) - (Applies to sub recipients as well as States)

The Subgrantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XI. CERTIFICATION REGARDING LOBBYING- (Applies to sub recipients as well as States)

Certification for Contracts, Grants, Loans and Cooperative Agreements

The subgrantee certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XII. RESTRICTION ON STATE LOBBYING-(Applies to sub recipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

XIII. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION-(Applies to sub-recipients as well as States)

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

IX. POLICY ON SEATBELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's Web site at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, DC metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit it's Web site at www.trafficsafety.org.

X. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, MS Office of Highway Safety encourages to adopt and enforce workplace safety policies to decrease crashed caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, leased or rented vehicles, or privately-owned while on official Government grant business or when performing any work on or behalf of the Government grant. MOHS also encourages subgrantees to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

XI. ENVIRONMENTAL IMPACT

The Governor's Representative for Highway Safety has reviewed the State's Fiscal Year highway safety planning document and hereby declares that no significant environmental impact will result from implementing this Highway Safety Plan. If, under a future revision, this Plan is modified in a manner that could result in a significant environmental impact and trigger the need for an environmental review, this office is prepared to

take the action necessary to comply with the National Environmental Policy Act of 1969 (42 U.S.C. 4321, *et seq.*) and the implementing regulations of the Council on Environmental Quality (40 CFR Parts 1500-1517).

STATE CERTIFICATION AND ASSURANCE

CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR: SUB-GRANTEE GRANTEES AND SUB-GRANTEES CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the MS Office of Highway Safety, all grant and/or sub-grant Sub-grantee Recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement:

On or after January 1, 2005, each state, county and local law enforcement agency that conducts Emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted. Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding.

MS Code Annotated § 45-1-43, effective from and after July 1, 2004.

The obligation of a Sub-grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency's emergency response and vehicular pursuit policy with pertinent training procedures must be included as an attachment to this Certification and Standard Assurance document. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received shall become an actual documented part of the grant application and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, sub-grantee, or recipient does not show compliance with the statute emphasized above, the grantee, sub-grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, sub-grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official, I certify by my signature below, that I have fully read and I am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by submitting a true copy of the

applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization.

* * * * *

A copy of the vehicular pursuit policy must be maintained in the agency grant file. This original signed form, together with the pertinent state, county or local policies to include but not limited to the emergency response and vehicular pursuit policies with training procedures must be returned to the Mississippi Office of Highway Safety, Division of Public Safety Planning, Department of Public Safety, upon approval of the contract and prior to the beginning date.

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES
ALCOHOL/IMPAIRED DRIVING/OCCUPANT PROTECTION/POLICE TRAFFIC SERVICES/ LAW
ENFORCEMENT LIAISON (LEL) COORDINATION AND HIGH VISIBILITY ENFORCEMENT (HVE)
PARTICIPATION COMPLIANCE
(Applies only to Law Enforcement Agencies)

Agency Heads of law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of LEL Coordination and HVE Enforcement Participation must comply with the following:

1. Each agency with a LEL Network Coordinator Grant must hold at least one quarterly LEL Troop Network meeting to promote State/County/Local networking, the national blitz campaigns, blitz reporting, and PI&E efforts. **(LEL Only)**
2. Each agency with a LEL Network Coordinator Grant must allow the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns. **(LEL Only)**
3. Each agency must engage in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols. Each agency must also engage in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
4. For each of the national blitz campaigns, each agency must maintain relevant statistics and must submit a mobilization form reporting the total number of checkpoints, saturation patrols, DUI arrests and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement will result in the withholding of reimbursement payments.
5. Each agency is required to generate earned media (example: press conference, TV, radio or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national campaign events and must submit documentation with each quarterly report.
6. Law Enforcement agencies will use the following criteria to help identify locations in each city/county for intensified enforcement including sobriety checkpoints and saturation patrols.
 - ☐ Unusual incidents of alcohol/ drug related crashes/fatalities;
 - ☐ Alcohol/ drug impaired driving violations;
 - ☐ Unusual number of nighttime single vehicle crashes/fatalities (Including Impaired, Unbelted and Speed)
 - ☐ Any other documented alcohol/ drug related vehicular incidents;

FY17 Grant Agreement

- ☐ Citation data related to restrained and unrestrained occupants;
- ☐ Unusual incidents of unbelted crashes/fatalities
- ☐ Seatbelt/Child restraint violations;
- ☐ Unusual incidents of teen crashes/fatalities; and
- ☐ Unusual incidents of speed crashes/fatalities.

DUI/Impaired ENFORCEMENT COMPLIANCE

(Applies only to agencies funded with 405d impaired driving, 154 alcohol funds, and/or any 402 PTS funds used for impaired or alcohol enforcement)

Agency Heads of law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of DUI Enforcement must comply with the following:

1. Subgrantee agrees and commits to have the DUI/Impaired Officer(s) (if applicable) and/or other officers assigned to work DUI/Impaired overtime to engage their efforts during peak hours when most impaired drivers are likely driving under the influence. Shift hours *will include 4:00 p.m. and no later than 7:00 a.m.* for the Full Time DUI/Impaired (s). Overtime hours for DUI/Impaired Enforcement *will include 4:00 p.m. and no later than 7:00 a.m. and will include Thursdays, Fridays and Saturdays.*

If proper justification can be made regarding **other dates or time periods** within the jurisdiction for needed enforcement, a written request can be made to MOHS for consideration and approval. However, written approval must be given by MOHS prior to implementing hours and day of week outside the above shifts.

2. Specific DUI/Impaired activities in which the DUI/Impaired officer(s) (if applicable) and/or other officers working overtime will include checkpoints, saturation patrols and other impaired driving enforcement activities as designated.
3. Agency will engage in national campaigns endorsed by the National Highway Traffic Safety Administration.
4. Agency will also engage in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.
5. Agency must also engage in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
6. Each agency must generate earned media (example: press conference, TV, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each quarterly report.

OCCUPANT PROTECTION/POLICE TRAFFIC SERVICES- HIGH VISIBILITY ENFORCEMENT (HVE)

(Applies only to agencies funded with 402 OP, 402 PTS or 405B OP)

Agency Heads of law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of OP/PTS Enforcement must comply with the following:

1. Each agency funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant must participate in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week. Forms containing the number of child restraint/safety belt citations, etc. must be submitted by the reporting deadline set forth by the MS Office of Highway Safety for the National Click It or Ticket Campaign. Failure to comply with this requirement will result in the withholding of reimbursement payments.
2. Each agency must generate earned media (example: press conference, TV, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each quarterly report.

SINGLE AUDIT ACT:

Agency Heads of law enforcement, state, local, non-profit agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of grant activity must comply with the following:

State or local governments and nonprofit organizations receiving \$750,000 or more a year in total federal funds shall have an audit made in accordance with OMB Circular No. A.133. Audits should be made by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits. Copies of audit reports shall be provided to the MOHS upon completion.

State and Local governments and nonprofits receiving less than \$750,000 a year in total federal funds shall be governed by audit requirements prescribed by state or local law or regulations. Copies of audit reports shall be provided to the MOHS upon completion.

Subgrantees are required to provide a copy of the jurisdiction/agency(s) most recent financial audit with the submission of the Grant Application. If the agency receives an updated audit during the grant year, the agency is required to provide a copy within ninety (90) days of completion of an audit of the agency.

ASSURANCE REQUIREMENT FOR SUB-GRANTEES:

As the Authorized Official for, _____ (sub-grantee), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. Therefore, the Agency, I represent promises and will comply with all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

Authorized Official's Signature
(Grantee, Sub-grantee or Sub-grantee)

Date

[Typed or Printed Name]

[Person's Organizational Title]

* * * * *

This original signed form (blue ink only) must be returned to the MS Office of Highway Safety, Division of Public Safety Planning, Department of Public Safety, within forty-five (45) days of receiving the attached grant award letter.

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the _____
(Governing Body of Unit of Government)

Herein called the "SUBGRANTEE" has thoroughly considered the problem addressed in the application (entitled) _____ and has reviewed the project described in the application; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE _____
(Governing Body of Unit of Government)

IN OPEN MEETING ASSEMBLED IN THE JURISDICTION _____ MISSISSIPPI,
THIS _____ Day of _____, 20 _____ AS FOLLOWS:

1. That the project above is in the best interest of the Sub-grantee and the general public.
2. _____ is authorized to accept, on behalf of the
(Name and Title of Representative)
Subgrantee, an award in the form prescribed by the MS Office of Highway Safety for federal funding in the amount of \$ _____ to be made to the Subgrantee defraying the cost
(Federal Dollar Requested)
of the project described in the award.
3. That the Subgrantee has formally agreed to provide a cash and/or in-kind contribution of \$ _____ as required by the project. (If Applicable)
(Local Match Amount)
4. One original or certified copy of this resolution must be included as part of the award referenced above.
5. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED IN OPEN MEETING BY: _____
(Chairman of the Board/Mayor-Blue Ink)

Alderman/Councilperson _____ offered the foregoing resolution and moved its adoption, which was seconded by Alderman/Councilperson _____ and, was duly adopted.

Date: _____

Attest: _____

Seal

By: _____
(Blue Ink)

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the City of Hattiesburg
(Governing Body of Unit of Government)

Herein called the "SUBGRANTEE" has thoroughly considered the problem addressed in the application (entitled) _____ and has reviewed the project described in the application; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE City of Hattiesburg
(Governing Body of Unit of Government)

IN OPEN MEETING ASSEMBLED IN THE JURISDICTION Hattiesburg MISSISSIPPI,
THIS 16th Day of August, 20 16 AS FOLLOWS:

1. That the project above is in the best interest of the Sub-grantee and the general public.
2. Johnny L. DuPree is authorized to accept, on behalf of the
(Name and Title of Representative)
Subgrantee, an award in the form prescribed by the MS Office of Highway Safety for federal funding
in the amount of \$ _____ to be made to the Subgrantee defraying the cost
(Federal Dollar Requested)
of the project described in the award.
3. That the Subgrantee has formally agreed to provide a cash and/or in-kind contribution of
\$ _____ as required by the project. (If Applicable)
(Local Match Amount)
4. One original or certified copy of this resolution must be included as part of the award referenced above.
5. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED IN OPEN MEETING BY:

Johnny L. DuPree
(Chairman of the Board/Mayor-Blue Ink)

Alderman/Councilperson Carroll offered the foregoing resolution and moved its adoption, which was seconded by Alderman/Councilperson Dryden and, was duly adopted.

Date: 8-16-16

Attest: [Signature]

By: [Signature]

(Blue Ink)

Seal





City of Hattiesburg, MS

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

Master

File Number: 2016-2863

File ID: 2016-2863

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/09/2016

Brief Title: Acknowledge & Accept Bid for the Edwards Street to Hall Avenue Pathway Project

Final Action:

Minute Book Number: MB2016-213-214

Title:

Acknowledge bids received July 28, 2016 for the Edwards Street to Hall Avenue Pathway Project, and accept the bid from Precision Construction in the amount of \$238,115.00 as the lowest and best bid; Authorize Mayor to execute contract documents upon preparation.

Notes:

Sponsors:

Enactment Date:

Attachments: Edwards to Hall Pathway Cert Bid Tab, Edwards to Hall Pathway-Award Ltr

Enactment Number:

Contact:

Meeting Date: 08/16/2016

Drafter: Marie Harris

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/16/2016					
1	City Council - Special Called Meeting	08/22/2016					

Text of Legislative File 2016-2863

Title

Acknowledge bids received July 28, 2016 for the Edwards Street to Hall Avenue Pathway Project, and accept the bid from Precision Construction in the amount of \$238,115.00 as the lowest and best bid; Authorize Mayor to execute contract documents upon preparation.

Summary

Acknowledge & Accept Bid for the Edwards Street to Hall Avenue Pathway Project

Budget Information

Expenditure Type

Purchasing Item

Sealed Bid

City of Hattiesburg
Edwards Street to Hall Avenue Pathway Project

BASE BID				Precision Construction 15 Chanticleer Drive Hattiesburg, MS 39402		Holiday Construction 534 Highway 26 East Poplarville, MS 39470		Walters Construction 2051 Highway 84 East Laurel, MS 39443		Warrem Paving P O Box 572 Hattiesburg, MS 39403	
Pay Item	Description	Qty	Unit	Unit Price	Price Extension	Unit Price	Price Extension	Unit Price	Price Extension	Unit Price	Price Extension
201-A	CLEARING AND GRUBBING	0.2	ACRE	\$5,000.00	\$1,000.00	\$14,605.00	\$2,921.00	\$6,170.40	\$1,234.08	\$30,000.00	\$6,000.00
203-A	UNCLASSIFIED EXCAVATION, AH, LVM	75	CY	\$10.00	\$750.00	\$5.50	\$412.50	\$11.80	\$885.00	\$21.00	\$1,575.00
203-G	EXCESS EXCAVATION, AH, LVM	20	CY	\$20.00	\$400.00	\$5.50	\$110.00	\$17.70	\$354.00	\$71.00	\$1,420.00
203-EX	BORROW EXCAVATION, B-9, AH, LVM	500	CY	\$13.00	\$6,500.00	\$18.35	\$9,175.00	\$23.60	\$11,800.00	\$22.00	\$11,000.00
211-B	TOPSOIL, FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	350	CU. YD.	\$20.00	\$7,000.00	\$32.00	\$11,200.00	\$23.60	\$8,260.00	\$25.00	\$8,750.00
907-227-A	HYDROSEEDING	1.50	ACRE	\$4,000.00	\$6,000.00	\$2,560.00	\$3,840.00	\$1,945.75	\$2,918.63	\$4,000.00	\$6,000.00
234-A	TEMPORARY SILT FENCE	1,000	LIN. FT.	\$1.00	\$1,000.00	\$3.15	\$3,150.00	\$3.25	\$3,250.00	\$5.85	\$5,850.00
907-237-A	WATTLES, 12"	100	LIN. FT.	\$9.00	\$900.00	\$3.75	\$375.00	\$8.25	\$825.00	\$8.00	\$800.00
907-304-G	SIZE 610 CRUSHED STONE BASE (6")	700	CU. YD.	\$61.00	\$42,700.00	\$78.65	\$55,055.00	\$86.00	\$60,200.00	\$105.00	\$73,500.00
907-403-A	9.5mm ASPHALT PAVEMENT, ST (1.5")	445	TON	\$135.00	\$60,075.00	\$130.55	\$58,094.75	\$96.70	\$43,031.50	\$102.50	\$45,612.50
907-407-A	ASPHALT FOR TACK COAT	270	GAL	\$5.00	\$1,350.00	\$3.85	\$1,039.50	\$5.55	\$1,498.50	\$3.50	\$945.00
607-B	60" CHAINLINK FENCE, BLACK	150	LF	\$25.00	\$3,750.00	\$29.45	\$4,417.50	\$29.00	\$4,350.00	\$25.30	\$3,795.00
618-A	MAINTENANCE OF TRAFFIC	1	LUMP SUM	\$8,800.00	\$8,800.00	\$742.50	\$742.50	\$9,896.25	\$9,896.25	\$14,500.00	\$14,500.00
618-B	ADDITIONAL CONSTRUCTION SIGNS	1	SQ. FT.	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
620-A	MOBILIZATION	1	LUMP SUM	\$23,000.00	\$23,000.00	\$12,364.00	\$12,364.00	\$24,184.00	\$24,184.00	\$20,000.00	\$20,000.00
815-B	GROUTED RIPRAP	410	SQ. YD.	\$73.00	\$29,930.00	\$76.00	\$31,160.00	\$63.25	\$25,932.50	\$82.00	\$33,620.00
815-E	GEOTEXTILE UNDER GROUTED RIPRAP, TYPE V, NON-WOVEN	410	SQ. YD.	\$3.00	\$1,230.00	\$2.00	\$820.00	\$2.35	\$963.50	\$3.50	\$1,435.00
Total Base Bid					\$193,395.00		\$194,886.75		\$199,592.96		\$234,812.50

ADD OPTION NO. 1											
Pay Item	Description	Qty	Unit	Unit Price	Price Extension	Unit Price	Price Extension	Unit Price	Price Extension	Unit Price	Price Extension
630-A	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	530	SQ. FT.	\$13.00	\$6,890.00	\$25.60	\$13,568.00	\$36.55	\$19,371.50	\$34.30	\$18,179.00
630-C	STEEL U-SECTION POSTS, 3.0 TO 3.5 LB/FT	1,050	LIN. FT.	\$5.00	\$5,250.00	\$12.80	\$13,440.00	\$4.35	\$4,567.50	\$5.15	\$5,407.50
907-626-PP	THERMOPLASTIC LEGEND, WHITE, ROAD, 4' HEIGHT	12	EACH	\$240.00	\$2,880.00	\$256.00	\$3,072.00	\$424.50	\$5,094.00	\$225.00	\$2,700.00
907-626-PP	THERMOPLASTIC LEGEND, WHITE, XING, 4' HEIGHT	12	EACH	\$240.00	\$2,880.00	\$256.00	\$3,072.00	\$306.60	\$3,679.20	\$225.00	\$2,700.00
907-626-PP	THERMOPLASTIC LEGEND, WHITE, XING, 8" HEIGHT	12	EACH	\$480.00	\$5,760.00	\$512.00	\$6,144.00	\$485.85	\$5,830.20	\$455.00	\$5,460.00
907-626-PP	THERMOPLASTIC LEGEND, WHITE, BIKE SYMBOL, 8" HEIGHT	12	EACH	\$600.00	\$7,200.00	\$512.00	\$6,144.00	\$353.75	\$4,245.00	\$565.00	\$6,780.00
907-626-Z	THERMOPLASTIC LEGEND, WHITE 6" EQUIV.	3,300	LIN. FT.	\$4.20	\$13,860.00	\$3.85	\$12,705.00	\$2.35	\$7,755.00	\$2.80	\$9,240.00
Total Add Option No. 1					\$44,720.00		\$58,145.00		\$50,542.40		\$50,466.50

I certify this to be a true & accurate Bid Tabulation of bids received @10:00a.m., local time, Thursday, July 28th, 2016 for the Edwards Street to Hall Avenue Pathway Project for the City of Hattiesburg Mississippi.


 Geoffrey Crosby, P.E.
 Mississippi Registration #19984



August 8, 2016
N-S Project No. 8667-016-04

Honorable Johnny L. DuPree, Ph.D.
City of Hattiesburg
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

REFERENCE: EDWARDS STREET TO HALL AVENUE PATHWAY PROJECT
CITY OF HATTIESBURG, FORREST COUNTY

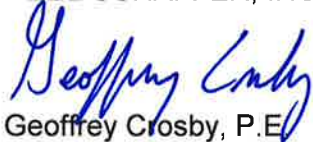
Dear Mayor DuPree:

Enclosed for your records are one (1) original and two (2) copies 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 July 28, 2016. Upon review and tabulation of the bids received and opened, the base bid of Precision Construction in the amount of \$193,395.00 was determined to be the apparent low bidder. It is our understanding that the City would like to award both the Base Bid and Add Option #1. Similarly, the lowest bid using the combination of the Base Bid (\$193,395.00) and Add Option #1 (\$44,720.00) in the amount of \$238,115.00 was also received from Precision Construction.

Neel-Schaffer therefore recommends that the City of Hattiesburg review the bid submitted by Precision Construction, 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, MS

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

Master

File Number: 2016-2873

File ID: 2016-2873

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/09/2016

Brief Title: Grave space buy back.

Final Action:

Minute Book Number: MB2016-214

Title:

Approve the City's purchase of two grave spaces located in the Southeast Quarter (SE1/4) Lot 40 Section 23, Highland Cemetery, recorded in MB2000-5/131, in the amount of \$350.00 to Anne Knight; authorize manual check for the same.

Notes:

Sponsors:

Enactment Date:

Attachments: Buy Back (Ann Knight), Receipt, Knight, Deed, SE Quarter, Lot 40, Section 23, Highland Cemetery

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/16/2016					
1	City Council - Special Called Meeting	08/22/2016					

Text of Legislative File 2016-2873

Title

Approve the City's purchase of two grave spaces located in the Southeast Quarter (SE1/4) Lot 40 Section 23, Highland Cemetery, recorded in MB2000-5/131, in the amount of \$350.00 to Anne Knight; authorize manual check for the same.

Summary

Grave space buy back.

Budget Information

Expenditure Type

Purchasing Item

Original purchase found at Minute Book 2000 - 5, Page 131.

Publication Information

Turned in 7/18/16 DB

Date: July 14, 2016

To whom it may concern:

I, Anne Knight am requesting to sell back (2) grave space

(s) located at Highland Cemetery, in Section 23, Lot 40 — 1/2 of the SE 1/4, to the

City of Hattiesburg, which was purchased on October 02, 2000 at the price of

\$ 175.00 per grave space.

Sincerely,

Anne M. Knight

OK.
DB

7/18/16

MB 2000-5/131

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 Harold V. or Anne Knight, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE 1/4)

Lot Number : 40

Section Number: 23

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
two (2) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of October, 2000.

ATTEST:

Eddie R. Myers
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, J. Ed Morgan and Eddie R. Myers, 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 17th day of October, 2000.

My Commission Expires:

My Commission Expires 6-23-2003

Carolene Roberts
NOTARY PUBLIC

mail to:

508 Cox Ave
Hattiesburg, MS 39402

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-2- 2000

SOLD TO:

~~Mr. Mrs. Miss~~

Harold V. or Anne Knight

ADDRESS

107 Stover Circle Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SE 1/4 Lot No. 40 Section No. 23 in Highland Cemetery.

Number of grave spaces 2. Price per grave space \$ 175.⁰⁰

Price Received \$ 350.⁰⁰

check 4283

CITY OF HATTIESBURG, MISSISSIPPI

By

Nedlyn K. Hinton
Supt. of City Cemeteries

STATE OF MISSISSIPPI
 COUNTY OF FORREST/LAMAR
 CITY OF HATTIESBURG
 HATTIESBURG, MS

**DEED TO CEMETERY LOT
 HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Harold V. or Anne Knight, 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 (SE1/4)

Lot Number : 40

Section Number: 23

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing two (2) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of October, 2000.

ATTEST:

Eddie R. Myers
 CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

[Signature]
 MAYOR

(SEAL)

STATE OF MISSISSIPPI
 COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, J. Ed Morgan and Eddie R. Myers, 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 17th day of October, 2000.

My Commission Expires:
 My Commission Expires 6-23-2003

Caroline Roberts
 NOTARY PUBLIC



City of Hattiesburg, MS

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

Master

File Number: 2016-2872

File ID: 2016-2872

Type: Regular Agenda Item

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

File Created: 08/09/2016

Brief Title: Grave space buy back, S 1/2 of NE 1/4, Lot 18, Section 30.

Final Action:

Minute Book Number: MB2016-214

Title:

Approve the City's purchase of one grave space located in the South Half (S1/2) of the Northeast Quarter (NE 1/4), Lot 18, Section 30, Highland Cemetery, in the amount of \$175.00 from Tommie Massengale; authorize manual check for the same.

Notes:

Sponsors:

Enactment Date:

Attachments: Buy Back (Massengale), Deed, South Half, NE Quarter, Lot 18, Section 30, Highland Cemetery, Receipt, Massengale

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council - Amendments to the Agenda	08/15/2016					
1	City Council	08/16/2016					
2	City Council - Special Called Meeting	08/22/2016					

Text of Legislative File 2016-2872

Title

Approve the City's purchase of one grave space located in the South Half (S1/2) of the Northeast Quarter (NE 1/4), Lot 18, Section 30, Highland Cemetery, in the amount of \$175.00 from Tommie Massengale; authorize manual check for the same.

Summary

Grave space buy back, S 1/2 of NE 1/4, Lot 18, Section 30.

Budget Information

Expenditure Type

Purchasing Item

Original purchase found at Minute Book 2009-4 pages 119-132.

Publication Information

Turned in to City Hall
6/30/16
DB

Date: June 30, 2016

To whom it may concern:

I, Tommie Massengale am requesting to sell back (1) grave space

(s) located at Highland Cemetery, in Section 30, Lot 18, S $\frac{1}{2}$ of the NE $\frac{1}{4}$, to the

City of Hattiesburg, which was purchased on 05 08, 2009 at the price of

\$ 175.⁰⁰ per grave space.

Sincerely,

Tommie J. Massengale

143 Beverly Hills Loop

Petal, MS. 39465

601-582-9566-HM

601-268-1563-WK

Ok Deborah Brown
6/30/16

mail to:
143 Beverly Hill
Pet., MS 39465

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 5-8-2009

SOLD TO:

Mr. Mrs. Miss

William Ker Tommie Messersmith
ADDRESS 205 Bay Street Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 1/4 Lot No. 18 Section No. 30 in Highland Cemetery
SE 1/4 Lot 6 14 30 175.00

Number of grave spaces Price per grave space \$

Price Received \$ 1050.00

CITY OF HATTIESBURG, MISSISSIPPI

By Helen K. Hatten
Supt. of City Cemeteries

check 2224

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 FIFTY AND NO/100 Dollars (\$1,050.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto William K. or Tommie Massengale, 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 (E1/2)

Lot Number: 18 Of Section Number: 30

Southeast Quarter(SE 1/4)

Lot 14 Section 30

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
six (6) 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 7th day of July, 2009.

ATTEST:

Eddie R. Myers
CITY CLERK

(S E A L)

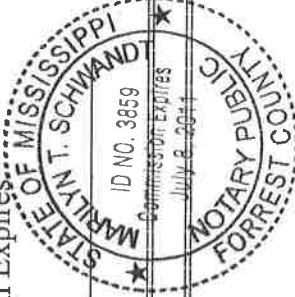
Johnny L. DuPre
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre and Eddie R. Myers 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 7th day of July, 2009.
My Commission Expires:

Maula T. Schwan
NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

MB 2009-4/119-132

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE THOUSAND FIFTY AND NO/100 Dollars (\$1,050.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto William K. or Tommie Massengale, 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 (E1/2)

Lot Number: 18

Section Number: 30

Of

Southeast Quarter(SE 1/4)

Lot 14

Section 30

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
six (6) 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 7th day of July, 2009.

ATTEST:

Eddie R. Myers
CITY CLERK

Johnny L. DuPre
MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre and Eddie R. Myers 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 7th day of July, 2009.

My Commission Expires:

Marlyn T. Schwand
NOTARY PUBLIC



mail to:
143 Beverly Hills
Petah. MS 39465

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 5-8- 2009

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 SEK 1/4 Lot No. 18 Section No. 30 in Highland Cemetery
Number of grave spaces 6 Price per grave space \$ 125.00

Price Received \$ 1250.00

check 2224

CITY OF HATTIESBURG, MISSISSIPPI

By

Walter K. Hunter
Supt. of City Cemeteries



City of Hattiesburg, MS

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

Master

File Number: 2016-2871

File ID: 2016-2871

Type: Regular Agenda Item

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

File Created: 08/09/2016

Brief Title: Grave buyback, SE 1/4 of Lot 100, Section 24, Highland Cemetery.

Final Action:

Minute Book Number: MB2016-214

Title:

Approve the City's purchase of two grave spaces located in the Southeast Quarter (SE1/4) of Lot 100, Section 24, Highland Cemetery, in the amount of \$350.00 from Robert E. or Lois H. Probst; authorize manual check for the same.

Notes:

Sponsors:

Enactment Date:

Attachments: Buy Back (Probst), Deed, SE Quarter, Lot 100, Section 24, Highland Cemetery, Receipt, Probst

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council - Amendments to the Agenda	08/15/2016					
1	City Council	08/16/2016					
2	City Council - Special Called Meeting	08/22/2016					

Text of Legislative File 2016-2871

Title

Approve the City's purchase of two grave spaces located in the Southeast Quarter (SE1/4) of Lot 100, Section 24, Highland Cemetery, in the amount of \$350.00 from Robert E. or Lois H. Probst; authorize manual check for the same.

Summary

Grave buyback, SE 1/4 of Lot 100, Section 24, Highland Cemetery.

Budget Information

Expenditure Type

Purchasing Item

Original purchase recorded at MB 2006-2/247-262.

Publication Information

Turned in 8/8/16
DB

Date: August 08, 2016

To whom it may concern:

We, Robert E. OR Lois H. Probst are requesting to sell back 2 grave space

(s) located at Highland Cemetery, in Section 24, Lot 100, — 1/2 of the SE 1/4, to the

City of Hattiesburg, which was purchased on March 02, 2006 at the price of

\$ 175.⁰⁰ per gave space. Total due \$ 350.⁰⁰

Sincerely,

Robert E Probst
Lois Ann aka De Probst

OK D. Burre
8/8/16

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Mail to:
1184 Graham Rd
Sumner, MS 39482

Hattiesburg, Miss., 3-2-06

SOLD TO:

Mr. Mrs. Miss

Robert E. & Lois H. Robt

ADDRESS

1305 West 9th St
Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/4 Lot No.

100

Section No.

24

in

Highland

Cemetery

Number of grave spaces

2

Price per grave space \$

175.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Supl. of City Cemeteries

check 667

Price Received \$

350.00

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Robert E. or Lois A. Probst, 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 (SE¹/₄)

Lot Number : 100

Section Number: 24

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing
two (2) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 4th day of April, 2006.

ATTEST:

Eddie R. Myers
CITY CLERK

Johnny L. DuFree
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, Johnny L. DuFree and Eddie R. Myers, 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 4th day of April, 2006.

My Commission Expires:

NOTARY PUBLIC

NOTARY PUBLIC

MB 2006-2/247-262

MB 2006-2/247262

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Robert E. or Lois A. Probst, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE $\frac{1}{4}$)

Lot Number : 100

Section Number: 24

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing two (2) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 4th day of April, 2006.

ATTEST:

Eddie R. Myers
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuPree
MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, 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 4th day of April, 2006.

My Commission Expires: 04/01/2008
Eddie R. Myers, City Clerk

Johnny L. DuPree
NOTARY PUBLIC

Mailed to
1124 Graham Rd
Summit, MS 39482

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 8-2-20

SOLD TO:

Mr. Mrs. Miss

ADDRESS

Robert E. & Joseph H. Frost
1305 West 12th St
Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

Lot No. 100

Section No. 24

in

Hattiesburg Cemetery

Number of grave spaces 2

Price per grave space \$

175.00

Price Received \$

350.00

check 667

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

James F. Johnson



City of Hattiesburg, MS

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

Master

File Number: 2016-2870

File ID: 2016-2870

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/09/2016

Brief Title: Sale of grave spaces.

Final Action:

Minute Book Number: MB2016-214

Title:

Approve the sale of grave spaces,per attached memo.

Notes:

Sponsors:

Enactment Date:

Attachments: Deeds Receipts (August 8), Deeds (August 8),
executed Deeds (August 8)

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/16/2016					
1	City Council - Special Called Meeting	08/22/2016					

Text of Legislative File 2016-2870

Title

Approve the sale of grave spaces,per attached memo.

Summary

Sale of grave spaces.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 8/1 2016

SOLD TO:

Mr.. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 35 Section No. 36 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$

Price Received \$

175.00
175.00
CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

CK# 7921

mail to:
2149 Oak Grove Rd.
Lot 270
Hattiesburg, MS
39402

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 8/11 2016

SOLD TO:

Mr.. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 67 Section No. 36 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$

Price Received \$

175.00
175.00
CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

CK# 7921

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 7/26 2016

SOLD TO:

Mr.. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 35 Section No. 36 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$

Price Received \$

175.00
175.00
CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

CK# 7921

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 7/29 2016

SOLD TO:

Mr.. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

S SE 1/4 Lot No. 49 Section No. 34 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$ 175.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

mail to:

12 Martin Circle
Hattiesburg,
MS
39402

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 7/27 2016

SOLD TO:

Mr.. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

S NW 1/4 Lot No. 93 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

[Signature]
Supt. of City Cemeteries

~~ASDL-900580579~~
~~248-6/11/12018~~
~~D2B-6/11/1902~~
~~(601) 325-5033~~

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 8/1 2016

SOLD TO:

Mr.. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

N SW 1/4 Lot No. 52 Section No. 23 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$ 175.00

CK # 3009

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]

mail to:

19 Titus Breward Rd.
Hattiesburg, MS
39401

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 7/18 20 16

SOLD TO:

Mr. Mrs. Miss Zelma Williams

ADDRESS 1258 Richburg Rd. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SE 1/4 Lot No. 30 Section No. 36 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00
CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Ja Myr Lofe
Supt. of City Cemeteries

mail to:

37 Heatherwood
Trail Lot 57
Hattiesburg, MS 39402

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 7/25 20 16

SOLD TO:

Mr. Mrs. Miss Jerome Hunter

ADDRESS 5752 Hwy 49 Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 10 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00
CK # 7907

CITY OF HATTIESBURG, MISSISSIPPI

By Ja Myr Lofe
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 7/25 20 16

SOLD TO:

Mr. Mrs. Miss Helen Lockett

ADDRESS 234 Wyatt Street Hattiesburg MS

desires to purchase the grave space described below, subject to Cemetery regulations.

W 1/2 NW 1/4 Lot No. 81 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00
CK # 7007

CITY OF HATTIESBURG, MISSISSIPPI

mail to:
19 TITUS Stewart Rd.
Hattiesburg, ms
39401

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 7/1/16 20 16

SOLD TO:

Mr. Mrs. Miss 17 Elmer Williams

ADDRESS 1258 Richburg Rd. Hattiesburg, ms 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SW 1/4 Lot No. 421 Section No. 36 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 7/14 20 16

SOLD TO:

Mr. Mrs. Miss Anne Knight

ADDRESS 508 Cox Ave. Hattiesburg, ms 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

Entire Lot Lot No. 21 Section No. 37 in Highland Cemetery

Number of grave spaces 8 Price per grave space \$ 175.00

Price Received \$ 1,400.00

CK # 657E

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 7/14 20 16

SOLD TO:

Mr. Mrs. Miss Anne Knight

ADDRESS 508 Cox Ave. Hattiesburg, ms 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 Lot No. 28 Section No. 37 in Highland Cemetery

Number of grave spaces 4 Price per grave space \$ 175.00

Price Received \$ 700.00

CK # 657H

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]

?

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 7/12 2016

SOLD TO:

Mr.. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 31 Section No. 34 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$ 175.00

ck # 12066

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

mail to:
43 Hickory Knoll
Apt #11
Hattiesburg, ms
39402

P

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 7/13 2016

SOLD TO:

Mr.. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SE 1/4 Lot No. 78 Section No. 37 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$ 175.00

Cash #125.00

ck # 2202 \$200.00 (Forest Funeral)

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

P

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 7/12 2016

SOLD TO:

Mr.. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 60 Section No. 34 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]

2

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 7/14 2016

SOLD TO:

Mr.. Mrs. Miss Anne Knight

ADDRESS 508 Cox Ave. Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 28 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CK # 6575

CITY OF HATTIESBURG, MISSISSIPPI

By La Myrle
Supt. of City Cemeteries

18

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 7/14 2016

SOLD TO:

Mr.. Mrs. Miss Anne Knight

ADDRESS 508 Cox Ave. Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 28 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CK # 6575

CITY OF HATTIESBURG, MISSISSIPPI

By La Myrle
Supt. of City Cemeteries

36

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07/12/ 2016

SOLD TO:

Mr.. Mrs. Miss Gregory Woods

ADDRESS 825 Mobile St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 81 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Delorah Bourne

MS DL-802272854

Exp date-10/9/2018

DOB-10/9/1944

(601) 264-8932

CITY OF HATTIESBURG PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss.,

7/29

20 16

SOLD TO:

Mr., Mrs. Miss

Edith E Roger M. Bickford

ADDRESS

606 S. 34th Ave. Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2

SE

1/4 Lot No.

27

Section No.

31

in

Highland

Cemetery

Number of grave spaces

2

Price per grave space \$

175.00

Price Received \$

350.00

CITY OF HATTIESBURG, MISSISSIPPI

By

D. M. Bickford

Supt. of City Cemeteries

CK# 4526

CITY OF HATTIESBURG PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss.,

8/1

20 16

SOLD TO:

Mr., Mrs., Miss

Eli Grayson (Infant)

ADDRESS

309 N. 39th Ave Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2

Baby Space # 32

1/4 Lot No.

1

Section No.

3

in

Highland

Cemetery

Number of grave spaces

1

Price per grave space \$

45.00

Price Received \$

45.00

CITY OF HATTIESBURG, MISSISSIPPI

By

D. M. Bickford

Supt. of City Cemeteries

CASH

mail to:

65 Sharmont DR.

Hattiesburg, MS.

39402

CITY OF HATTIESBURG PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss.,

08/01/

20 16

SOLD TO:

Mr., Mrs. Miss

Roosevelt Steptey, JR

ADDRESS

201 Lewis St. Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2

NW

1/4 Lot No.

58

Section No.

36

in

Highland

Cemetery

Number of grave spaces

1

Price per grave space \$

175.00

Price Received \$

175.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Delorah Birne

mail to:
1184 Grantham Rd.
Sumrall ms

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

39482

Hattiesburg, Miss., 8/8 20 16

SOLD TO:

Mr.. Mrs. Miss

Robert E. or Lois A. Probst

ADDRESS

1305 W. 7th Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

SW ^{1/2} Lot No. 20 Section No. 37 in Highland Cemetery

Number of grave spaces

2

Price per grave space \$

\$115.00

Price Received \$

350.00

CK # 1411

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

mail to:

424 Woodland Park DR.
Biloxi, MS. 39531

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 08-01- 20 16

SOLD TO:

Mr.. Mrs. Miss

John E. Humphries

ADDRESS

3115 Luper DR. Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

SE ^{1/2} Lot No. 66 Section No. 37 in Highland Cemetery

Number of grave spaces

2

Price per grave space \$

175.00

Price Received \$

350.00

CK # 6834

(mail)

CITY OF HATTIESBURG, MISSISSIPPI

By

Deborah Bourne
Supt. of City Cemeteries

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Anne Knight 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 ½) of the Southwest Quarter (SW ¼)

Lot 28

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 16th day of August, 2016.

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, Johnny L. DuPree 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 16th day of August, 2016.

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 Anne Knight 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 ½) of the Southeast Quarter (SE ¼)

Lot 28

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 16th day of August, 2016.

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, Johnny L. DuPree 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 16th day of August, 2016.

My Commission Expires:

NOTARY PUBLIC

DEED TO CEMETERY LOT HIGHLAND CEMETERY

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 81

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 16th day of August, 2016.

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, Johnny L. DuPree 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 16th day of August, 2016.

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 Larita Dewberry 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 ½) of the Southeast Quarter (SE ¼)

Lot 78

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 16th day of August, 2016.

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, Johnny L. DuPree 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 16th day of August, 2016.

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 J. B. Smith subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 60

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 16th day of August, 2016.

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, Johnny L. DuPree 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 16th day of August, 2016.

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, Zelma Williams subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¼)

Lot Number 42

Section Number 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of August, 2016.

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, Johnny L. DuPree 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 16th day of August, 2016

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 Anne Knight, 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: 21 **Section Number: 37**

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 16th day of August, 2016.

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, Johnny L. DuPree 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 16th day of August, 2016.

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 Anne Knight 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 ½)

Lot Number 28

Section Number: 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Four (4) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of August, 2016.

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, Johnny L. DuPree 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 16th day of August , 2016.

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, Zelma Williams subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¹/₄)

Lot Number 30

Section Number 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of August, 2016.

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, Johnny L. DuPree 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 16th day of August, 2016

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 Helen Lockett , 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 ½) of the Northwest Quarter (NW ¼)

Lot Number : 81

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 16th day of August, 2016.

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, Johnny L. DuPree 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 16th day of August, 2016.

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 Shaniqua Dawkins 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 ½) of the Southeast Quarter (SE ¼)

Lot 49

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 16th day of August, 2016.

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, Johnny L. DuPree 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 16th day of August, 2016.

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 Kent & Sandy Bass 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 ½) of the Northwest Quarter (NW ¼)

Lot 93

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 16th day of August, 2016.

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, Johnny L. DuPree 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 16th day of August, 2016.

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 Cindy Borgognoni 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 ½) of the Southwest Quarter (SW ¼)

Lot 52

Section 23

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 16th day of August, 2016.

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, Johnny L. DuPree 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 16th day of August, 2016.

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 Lamar Roberts 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 ½) of the Southwest Quarter (SW ¼)

Lot 35

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 16th day of August, 2016.

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, Johnny L. DuPree 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 16th day of August, 2016.

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 Howard Payton 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 ½) of the Northeast Quarter (NE ¼)

Lot 67

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 16th day of August, 2016.

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, Johnny L. DuPree 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 16th day of August, 2016.

My Commission Expires:

NOTARY PUBLIC

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, Robert E. & Lois A. Probst subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¼)

Lot Number 20

Section Number 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of August, 2016.

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, Johnny L. DuPree 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 16th day of August, 2016

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, John F. Humphries 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 66

Section Number 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of August, 2016.

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, Johnny L. DuPree 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 16th day of August, 2016

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 Anne Knight 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 ½) of the Southwest Quarter (SW ¼)

Lot 28

Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

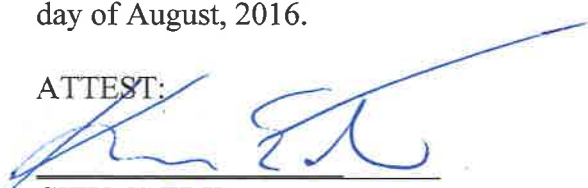
One (1) Grave space (s).

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 16th day of August, 2016.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

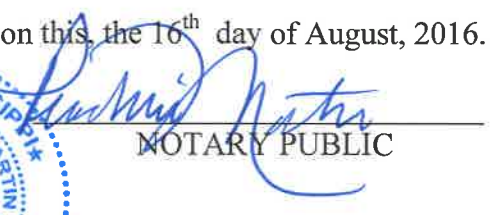
Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered 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 16th day of August, 2016.

My Commission Expires:

11-6-16




NOTARY PUBLIC

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 Anne Knight 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 ½) of the Southeast Quarter (SE ¼)

Lot 28

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 16th day of August, 2016.

~~ATTEST:~~

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree 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 16th day of August, 2016.

My Commission Expires:

11-6-14

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 Gregory Woods 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 ½) of the Northeast Quarter (NE ¼)

Lot 81

Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

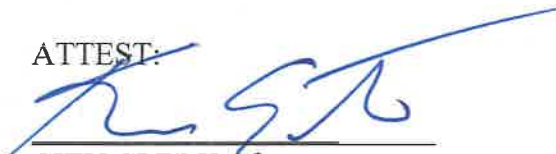
One (1) Grave space (s).

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.

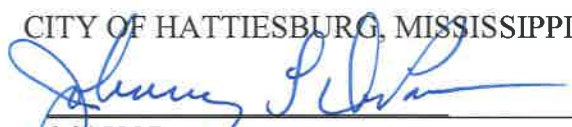
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

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 16th day of August, 2016.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

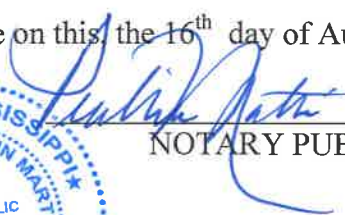
Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered 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 16th day of August, 2016.

My Commission Expires:

11-6-14




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 Horace May 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 ½) of the Southwest Quarter (SW ¼)

Lot 31

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

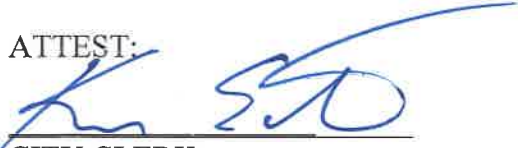
One (1) Grave space (s).

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.

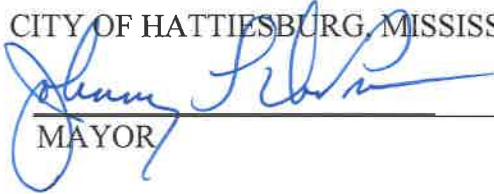
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

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 16th day of August, 2016.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

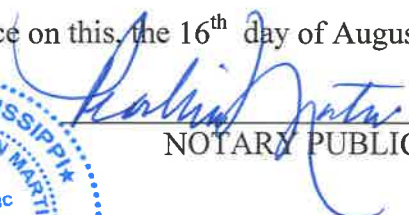
Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered 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 16th day of August, 2016.

My Commission Expires:

11-6-16




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 Larita Dewberry 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 ½) of the Southeast Quarter (SE ¼)

Lot 78

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 16th day of August, 2016.

ATTEST:

[Signature]
CITY CLERK

[Signature]
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, Johnny L. DuPree 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 16th day of August, 2016.

My Commission Expires:

11-6-16

[Signature]
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 J. B. Smith subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 60

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.

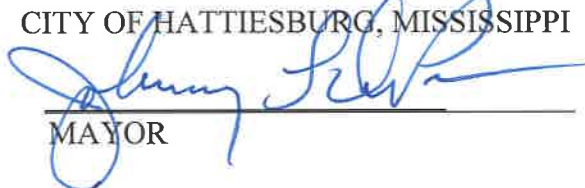
WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of August, 2016.

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, Johnny L. DuPree 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 16th day of August, 2016.

My Commission Expires:

11-6-16



Pearlina McSwain Martin
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, Zelma Williams subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¼)

Lot Number 42

Section Number 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of August, 2016.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

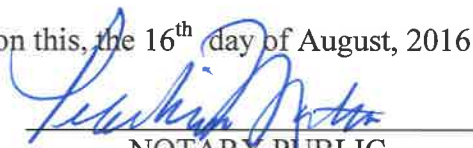
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree 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 16th day of August, 2016

My Commission Expires:

11-6-16


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 Anne Knight, 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: 21 Section Number: 37

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 16th day of August, 2016.

ATTEST:



CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI



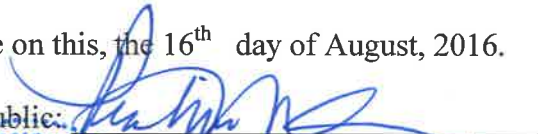
MAYOR

(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, Johnny L. DuPree 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 16th day of August, 2016.

My Commission Expires: 11-6-18 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 Anne Knight 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 ½)

Lot Number 28

Section Number: 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Four (4) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

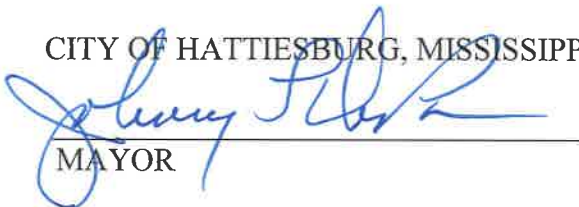
WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of August, 2016.

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, Johnny L. DuPree 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 16th day of August, 2016.

My Commission Expires:

11-6-16



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, Zelma Williams subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE $\frac{1}{4}$)

Lot Number 30

Section Number 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of August, 2016.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(S E A L)

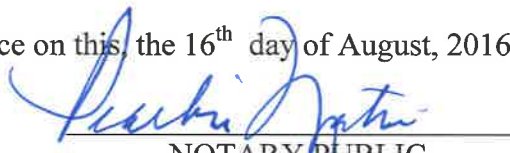
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree 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 16th day of August, 2016

My Commission Expires:

11-6-14


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 Jerome Hunter 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 ½) of the Southwest Quarter (SW ¼)

Lot 10

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.

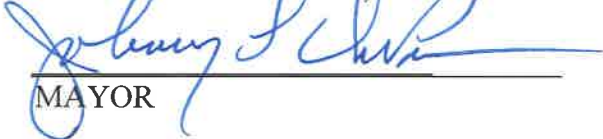
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

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 16th day of August, 2016.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

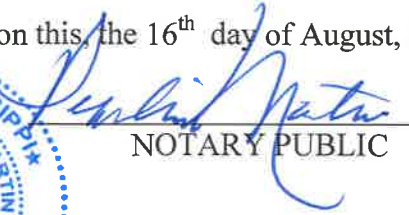
Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered 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 16th day of August, 2016.

My Commission Expires:

11-6-16




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 Helen Lockett, 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 ½) of the Northwest Quarter (NW ¼)

Lot Number : 81

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.

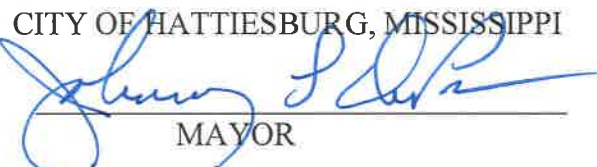
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

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 16th day of August, 2016.

ATTEST:


CITY CLERK
(S E A L)

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

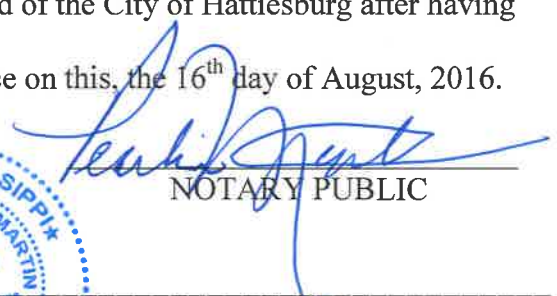
Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and 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 16th day of August, 2016.

My Commission Expires:

11-6-16




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 Shaniqua Dawkins 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 ½) of the Southeast Quarter (SE ¼)

Lot 49

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

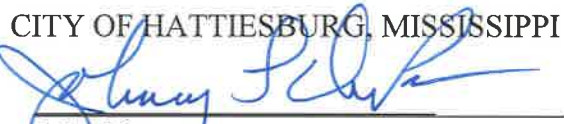
SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and 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 16th day of August, 2016.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

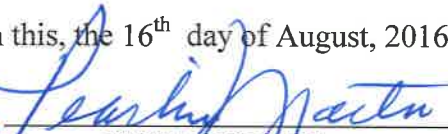
Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered 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 16th day of August, 2016.

My Commission Expires:

11-6-16




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 Kent & Sandy Bass 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 ½) of the Northwest Quarter (NW ¼)

Lot 93

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 16th day of August, 2016.

ATTEST:



CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

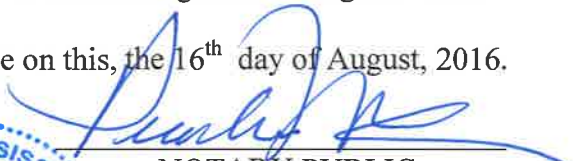
Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered 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 16th day of August, 2016.

My Commission Expires:

11-6-16




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 Cindy Borgognoni 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 ½) of the Southwest Quarter (SW ¼)

Lot 52

Section 23

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 16th day of August, 2016.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(S E A L)

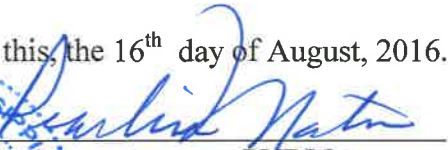
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree 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 16th day of August, 2016.

My Commission Expires:

11-6-16



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 Lamar Roberts 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 ½) of the Southwest Quarter (SW ¼)

Lot 35

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 16th day of August, 2016.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

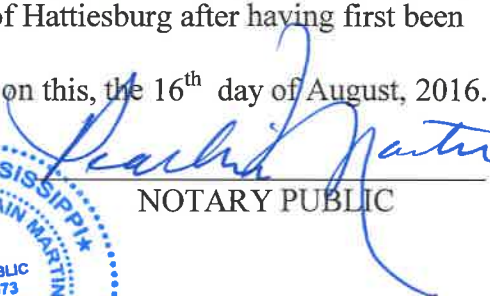
Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered 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 16th day of August, 2016.

My Commission Expires:

11-6-16




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 Howard Payton 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 ½) of the Northeast Quarter (NE ¼)

Lot 67

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.

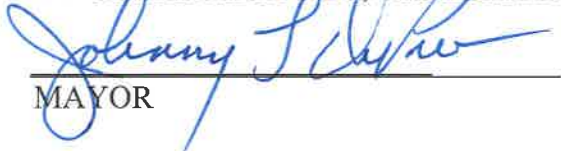
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

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 16th day of August, 2016.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

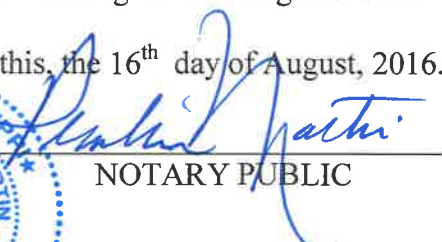
Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered 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 16th day of August, 2016.

My Commission Expires:

11-6-16




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 Naomi Roberts 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 ½) of the Southwest Quarter (SW ¼)

Lot 35

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 16th day of August, 2016.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

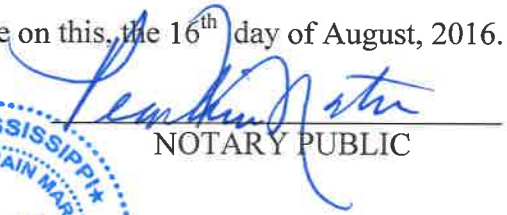
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree 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 16th day of August, 2016.

My Commission Expires:

11-6-16


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, Edith & Roger M. Bickford 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 (SE¹/₄)

Lot Number 27

Section Number 31

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 16th day of August, 2016.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(SEAL)

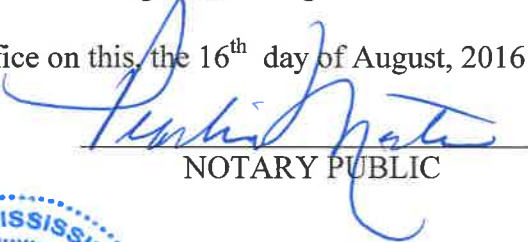
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree 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 16th day of August, 2016

My Commission Expires:

11-6-16


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 Eli Grayson, 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 #32

Lot Number: 1

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 16th day of August, 2016.

ATTEST:


DEPUTY CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR
(SEAL)

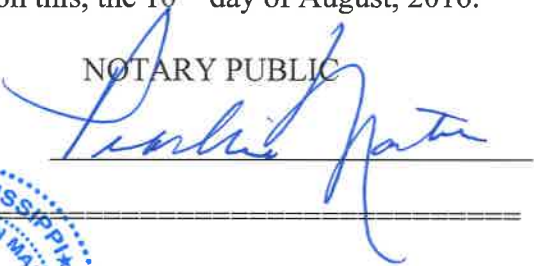
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree 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 16th day of August, 2016.

My Commission Expires:

11-6-16

NOTARY PUBLIC




STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Roosevelt Stepney, 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:

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 58 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 16th day of August, 2016.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

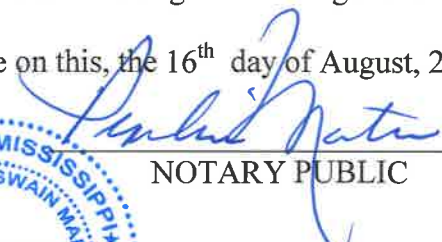
Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered 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 16th day of August, 2016.

My Commission Expires:

11-6-16




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, Robert E. & Lois A. Probst subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¹/₄)

Lot Number 20

Section Number 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of August, 2016.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

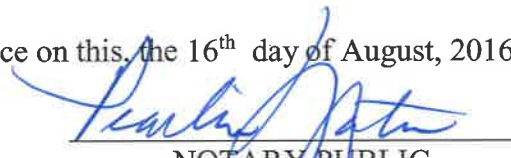
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree 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 16th day of August, 2016

My Commission Expires:

11-6-16


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, John F. Humphries 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 66

Section Number 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

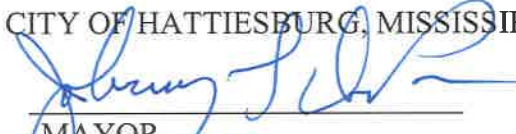
SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of August, 2016.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(S E A L)

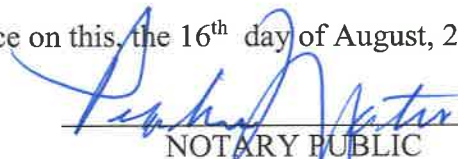
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree 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 16th day of August, 2016

My Commission Expires:

11-6-16


NOTARY PUBLIC





City of Hattiesburg, MS

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

Master

File Number: 2016-2862

File ID: 2016-2862

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/09/2016

Brief Title: Approve plans and specifications for the Fourth Street Roadway Improvements Project - Phase II (HPP 7191-00/03 LPA 105845-801000); Authorize advertisement for bids for same.

Final Action:

Minute Book Number: MB2016-214

Title:

Approve plans and specifications for the Fourth Street Roadway Improvements Project - Phase II (HPP 7191-00/03 LPA 105845-801000); Authorize advertisement for bids for same.

Notes:

Sponsors:

Enactment Date:

Attachments: 4th Street Phase II Plans, 4th Street Phase II Specs, Ad Authority - City of Hattiesburg 105845, Bid Adv, executed Bid Adv - 4th Street

Enactment Number:

Contact:

Meeting Date: 08/16/2016

Drafter: Marie Harris

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/16/2016					
1	City Council - Special Called Meeting	08/22/2016					

Text of Legislative File 2016-2862

Title

Approve plans and specifications for the Fourth Street Roadway Improvements Project - Phase II (HPP 7191-00/03 LPA 105845-801000); Authorize advertisement for bids for same.

Summary

Approve plans and specifications for the Fourth Street Roadway Improvements Project - Phase II (HPP 7191-00/03 LPA 105845-801000); Authorize advertisement for bids for

same.

Budget Information

Expenditure Type

Purchasing Item

Advertised Bids

Publication Information

August 21, 2016

August 28, 2016

FOURTH STREET ROADWAY IMPROVEMENTS PROJECT-PHASE II

Federal Aid Project Number HPP-7194-00(003) LPA/105845-801000

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY

MAYOR

JOHNNY L. DUPREE, PH.D

ENGINEERING DIRECTOR

LAMAR RUTLAND, P.E.

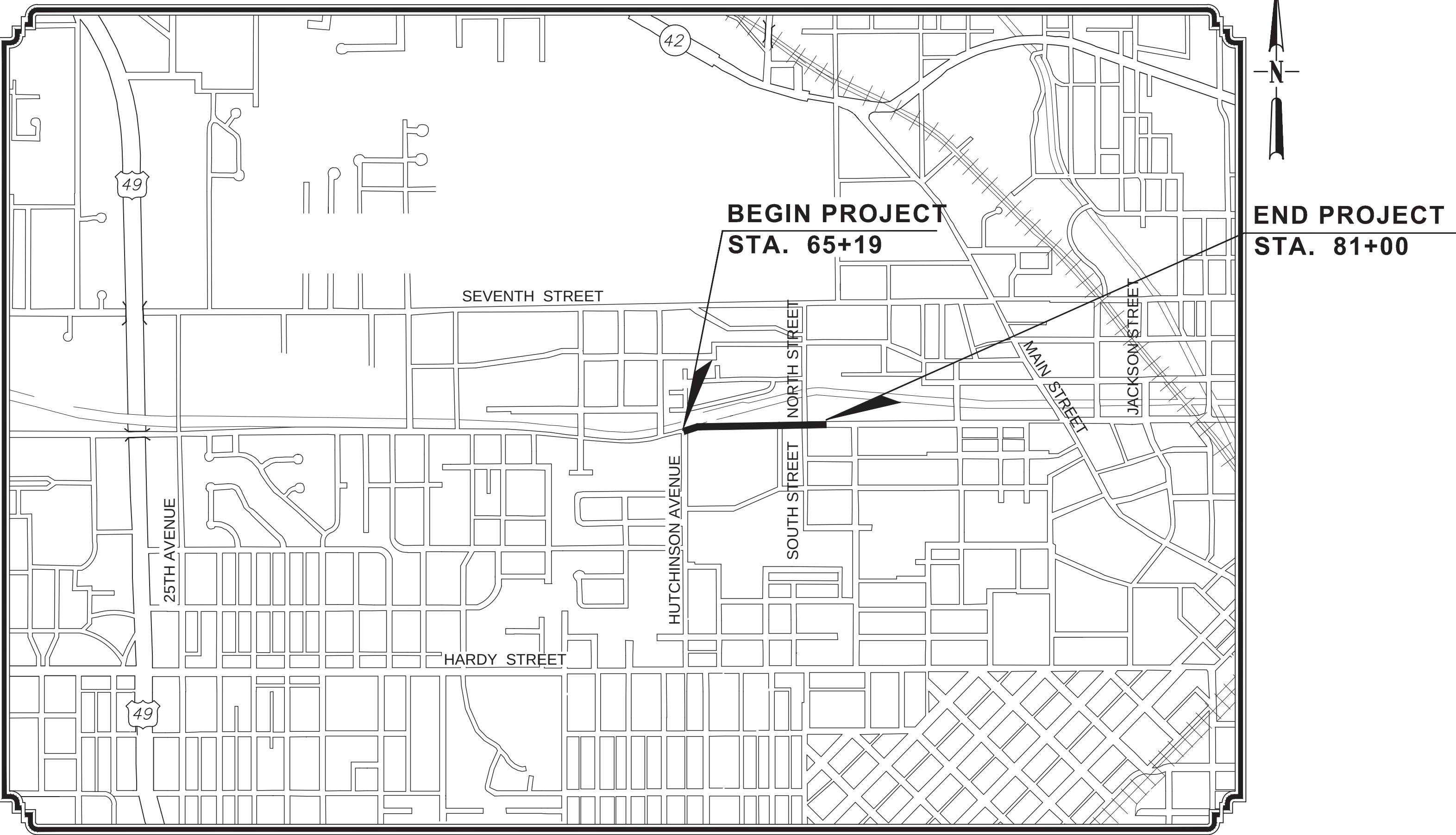
COUNCIL MEMBERS

KIM BRADLEY	WARD 1
DEBORAH D. DELGADO	WARD 2
CARTER CARROLL	WARD 3
MARY DRYDEN	WARD 4
HENRY E. NAYLOR	WARD 5

UTILITIES

CITY OF HATTIESBURG
MISSISSIPPI POWER
AT&T
WILLMUT GAS
COMCAST CABLE

PLAN		1 IN. = 20 FT.
PROFILE	HOR.	1 IN. = 20 FT.
	VERT.	1 IN. = 5 FT.
LAYOUT		1 IN. = 300 FT.



VICINITY MAP
PROJECT LOCATION

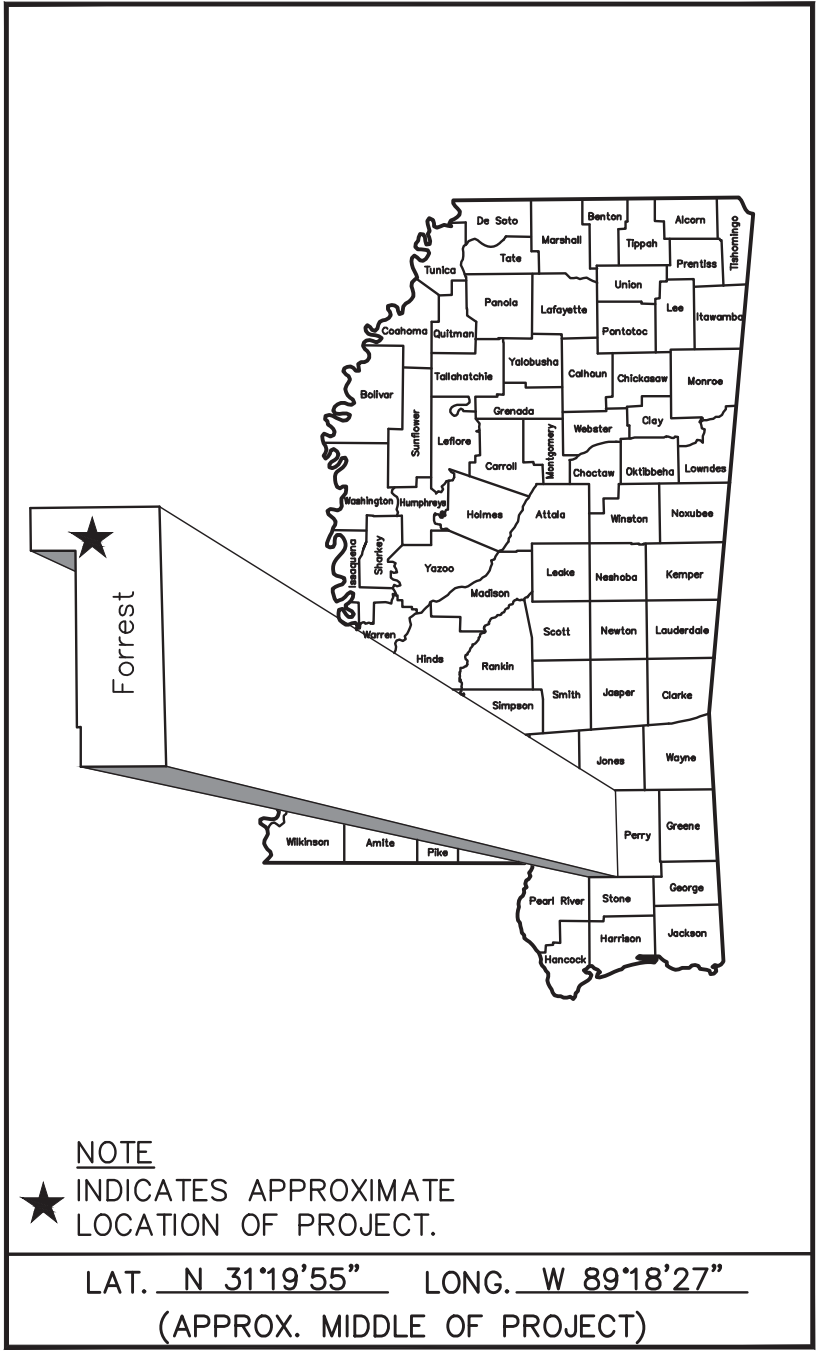
LENGTH DATA

LENGTH OF ROADWAY	1581 FT.	0.299 MI.
LENGTH OF BRIDGES	0.00 FT.	0.000 MI.
LENGTH OF PROJECT (NET)	1581 FT.	0.299 MI.
LENGTH OF EXCEPTIONS	0.00 FT.	0.000 MI.
LENGTH OF PROJECT (GROSS)	1581 FT.	0.299 MI.

PREPARED BY :
NEEL-SCHAFER
Solutions you can build upon



GEOFFREY CROSBY, P.E.
MISSISSIPPI LICENSE NO. 19984



DESIGN CONTROL	
45 MPH	= V (SPEED DESIGN)
ADT (2010) = 5400	: ADT (2020) = 7020
DHV = 1620	: D = 60 % T = 5 %
PERMITS ACQUIRED BY MDOT	
WETLANDS AND WATERS PERMITS (NECESSARY FOR ULTIMATE IMPROVEMENTS ONLY):	
NATIONWIDE #14	☒ WATERS ☒ WETLANDS
NATIONWIDE (OTHER)*	☒ ☒
GENERAL*	☒ ☒
INDIVIDUAL (404)*	☒ ☒
* ACQUISITION OF PERMITS FOR TEMPORARY IMPACTS DURING CONSTRUCTION ARE THE RESPONSIBILITY OF THE CONTRACTOR	
STORMWATER PERMIT ☒	
Y	REQUIRED, CNOI SUBMITTED BY MDOT (DISTURBED AREA = 5 ACRES +) (NTB 3581)
S	REQUIRED, SCNOI TO BE SUBMITTED BY CONTRACTOR (1 TO 4.99 ACRES +) (NTB 3067)
N	NO STORMWATER PERMIT REQUIRED (<1 ACRE)
APPROVED BY: _____ DATE: _____	

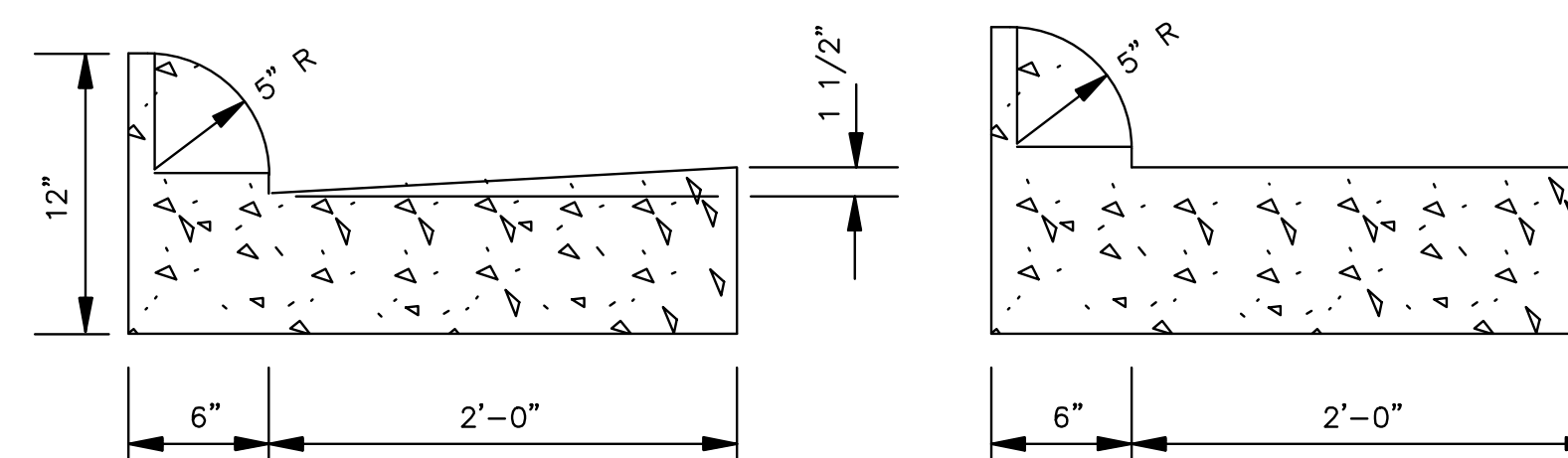
GENERAL NOTES

1. THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2004 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. REMOVAL OF RAISED PAVEMENT MARKERS AND PAVEMENT MARKINGS IS NOT CONSIDERED A SEPARATE PAY ITEM.
7. REMOVAL OF OBJECT MARKERS IS NOT CONSIDERED A SEPARATE PAY ITEM.
8. 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).
9. 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 OTHER ITEMS OF WORK.
10. ALL SIZES OF FLARED END SECTIONS MAY BE FURNISHED WITH EITHER BELL AND SPIGOT OR TONGUE AND GROOVE JOINTS.
11. TOE WALLS ARE REQUIRED AT ALL UPSTREAM AND DOWNSTREAM FLARED END SECTIONS.
12. ALL STORM DRAINAGE STRUCTURES SHALL BE CAST-IN-PLACE.
13. 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.
14. THE CONTRACTOR IS TO REMOVE AND RESET ANY SIGNS AND MAILBOXES WHICH CONFLICT WITH CONSTRUCTION (NOT A SEPARATE PAY ITEM).
15. THE LOCATION AND SPACING OF SIGNS, SHOWN ON THE TRAFFIC CONTROL PLAN, ARE APPROXIMATE AND MAY BE ADJUSTED AS NECESSARY TO FIT FIELD CONDITIONS.
16. ALL POST LENGTHS FOR SIGNS SHALL BE VERIFIED IN THE FIELD PRIOR TO FABRICATION.
17. PRIOR TO POURING PAVED ISLANDS, THE PROJECT ENGINEER SHOULD BE NOTIFIED SO THAT SIGNS REQUIRED IN ISLANDS CAN BE LOCATED.
18. 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.
19. ALL SIGNS, SIGNALS, PAVEMENT MARKINGS AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).
20. ALL RAISED OBJECTS SHALL BE PLACED A MINIMUM OF 2 FEET BEHIND THE FACE OF CURB.
21. CONTRACTOR SHALL MAKE THE APPLICATION FOR POWER SERVICE, COORDINATING WITH CITY OFFICIALS, IN ADVANCE OF REQUIRING THE ELECTRICAL SERVICE.
22. 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.
23. 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.
24. THE CONTRACTOR SHALL COORDINATE HIS WORK WITH OTHER CONTRACTOR'S TO FACILITATE TIE-INS TO OTHER CONTRACTOR'S WORK, WHERE FEASIBLE AND PRACTICABLE.
25. 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.
26. 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.
27. 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.
28. REMOVAL OF EXISTING AND TEMPORARY TRAFFIC STRIPING, TRAFFIC CONTROL SIGNS AND BARRICADES SHALL BE ABSORBED UNDER PAY ITEM 618-A, MAINTENANCE OF TRAFFIC.
29. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE UTILITY COMPANIES IF ANY UTILITY POLES NEED TO BE SUPPORTED DURING CONSTRUCTION (COST ABSORBED).
30. THE CONTRACTOR SHALL REPAIR FENCES, RETAINING WALLS, GATES, SODDING, LANDSCAPING, ETC. DAMAGED DURING OVERALL CONSTRUCTION (COST ABSORBED).
31. CONTRACTOR SHALL COORDINATE WITH THE CITY OF HATTIESBURG ON RELOCATION OF EXISTING WATER METERS. CITY OF HATTIESBURG TO PROVIDE WATER METERS THAT NEED REPLACING OR DAMAGED DUE TO THE CONTRACTORS OPERATIONS. CONTRACTOR TO PAY COSTS ASSOCIATED WITH DAMAGE TO WATER METERS DUE TO HIS OPERATIONS.
32. 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.
33. ALL PIPE JOINTS ARE TO BE WRAPPED IN TYPE V GEOTEXTILE FABRIC, 24" WIDTH. ALL PICKUP HOLES ARE TO BE PLUGGED AND COVERED WITH TYPE V GEOTEXTILE FABRIC TO THE SATISFACTION OF THE ENGINEER (NOT A SEPARATE PAY ITEM).
34. CONTRACTOR SHALL PROVIDE ADA ACCESS DURING CONSTRUCTION IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.
35. DAILY CLEANUP IS REQUIRED.

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		FOURTH STREET ROADWAY IMPROVEMENT PROJECT-PHASE II PROJECT NO. HPP-7194-00(003) LPA/105845-801000 CITY OF HATTIESBURG FORREST COUNTY, MS	 NEEL-SCHAFFER Solutions you can build upon GENERAL NOTES	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 7856.001			
					FILENAME: GENERAL NOTES.DWG			
					SCALE: N.T.S.			
					SURVEYED BY: SHOWS, DEARMAN & WAITS			
					DSGN: GPC DATE: 06/2016			
					DRWN: GPC DATE: 06/2016			
					CHKD: DATE:			
				QA/QC: DATE:				
							WORKING NUMBER: GN-1	DRAWING NUMBER: 3



- ① 1.5" DEPTH - ASPHALT PAVEMENT, MT (9.5mm MIXTURE)
- ② 2.5" AND VARIABLE DEPTH LEVELING ASPHALT PAVEMENT, MT (12.5mm MIXTURE)(2.5" MAX. LIFT)
- ③ 2.5" DEPTH - ASPHALT PAVEMENT, MT (12.5mm MIXTURE)
- ④ 3" ASPHALT PAVEMENT, MT (19.0 mm MIXTURE)
- ⑤ BORROW MATERIAL (CLASS B7-6)
- ⑥ COMBINATION CURB AND GUTTER TYPE "3A"
- ⑦ 6" SIZE 825 CRUSHED STONE
- ⑧ INDICATES AREA TO BE TREATED AS PER VEGETATION SCHEDULE
- ⑨ GEOTEXTILE FABRIC, TYPE V, NON-WOVEN
- ⑩ 5" CONCRETE SIDEWALK-SEE TS-2 FOR JOINT DETAILS
- ⑪ GENERAL/SELECT BACKFILL

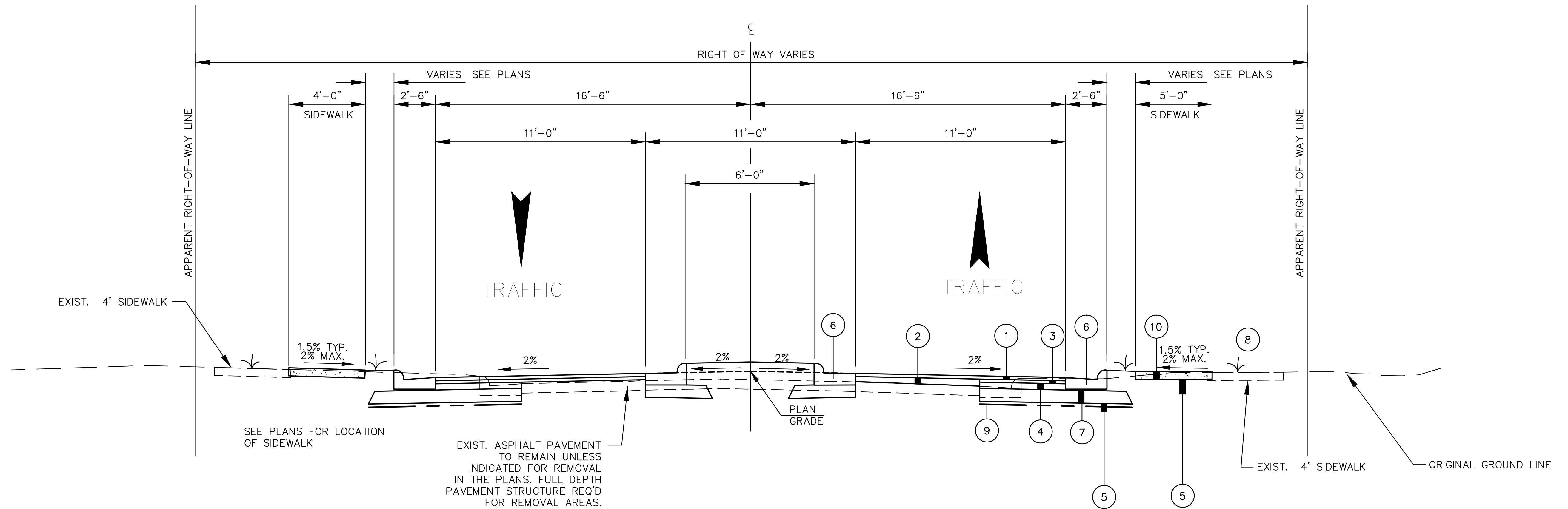


TYPE "3A" COMBINATION CURB AND GUTTER
NOT TO SCALE

12.5 mm LEVELING HMA SHALL BE USED IN AREAS WHERE EXISTING ASPHALT IS TO REMAIN AS INDICATED IN THE PLANS. AREAS WHERE EXISTING ASPHALT IS TO BE REMOVED SHALL RECEIVE 1.5" OF 12.5 MM HMA (3).

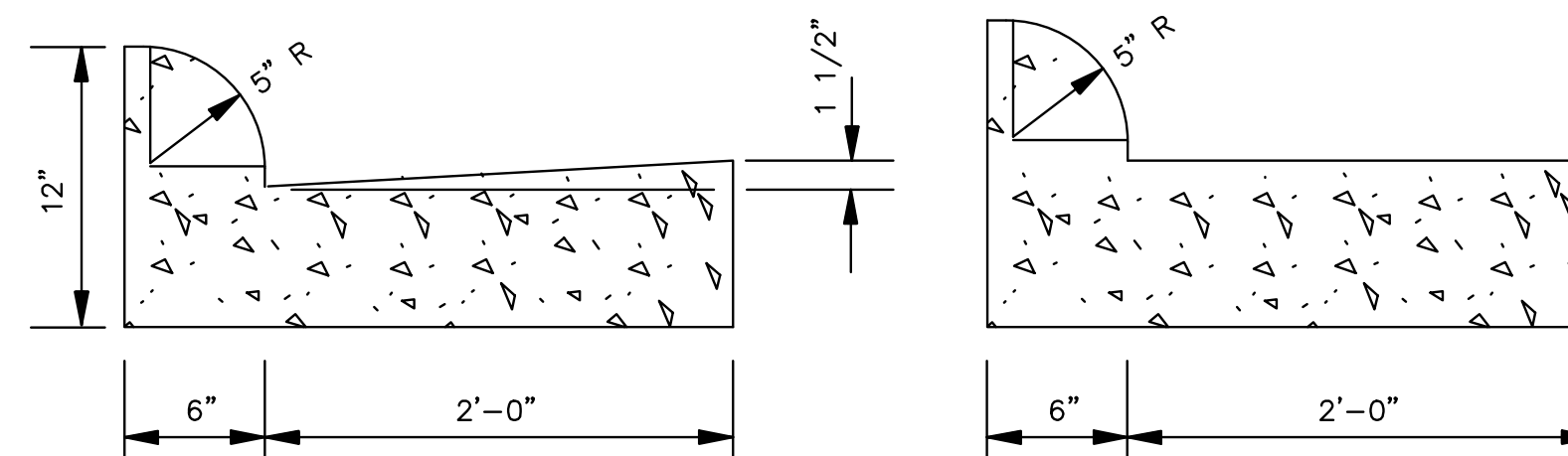
* GUTTER SLOPE TO MATCH ADJACENT PAVEMENT CROSS SLOPE WHEN USED ON HIGH SIDE OF ROADWAY.

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		FOURTH STREET ROADWAY IMPROVEMENT PROJECT-PHASE II PROJECT NO. HPP-7194-00(003) LPA/105845-801000 CITY OF HATTIESBURG FORREST COUNTY, MS	 NEEL-SCHAFFER <i>Solutions you can build upon</i>	ROADWAY TYPICAL SECTIONS	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 7856.001				WORKING NUMBER: TS-1 DRAWING NUMBER: 4	
					FILENAME: TYPICAL_SECTION.DWG					
					SCALE: NOT TO SCALE					
					SURVEYED BY: SHOWS, DEARMAN & WAITS					
					DSGN: GPC	DATE: 06/2016				
					DRWN: GPC	DATE: 06/2016				
					CHKD:	DATE:				
					QA/QC:	DATE:				



TYPICAL SECTION - MEDIAN
NOT TO SCALE

- ① 1.5" DEPTH - ASPHALT PAVEMENT, MT (9.5mm MIXTURE)
- ② 2.5" AND VARIABLE DEPTH LEVELING ASPHALT PAVEMENT, MT (12.5mm MIXTURE)(2.5" MAX. LIFT)
- ③ 2.5" DEPTH - ASPHALT PAVEMENT, MT (12.5mm MIXTURE)
- ④ 3" ASPHALT PAVEMENT, MT (19.0 mm MIXTURE)
- ⑤ BORROW MATERIAL (CLASS B7-6)
- ⑥ COMBINATION CURB AND GUTTER TYPE "3A"
- ⑦ 6" SIZE 825 CRUSHED STONE
- ⑧ INDICATES AREA TO BE TREATED AS PER VEGETATION SCHEDULE
- ⑨ GEOTEXTILE FABRIC, TYPE V, NON-WOVEN
- ⑩ 5" CONCRETE SIDEWALK-SEE TS-2 FOR JOINT DETAILS
- ⑪ GENERAL/SELECT BACKFILL

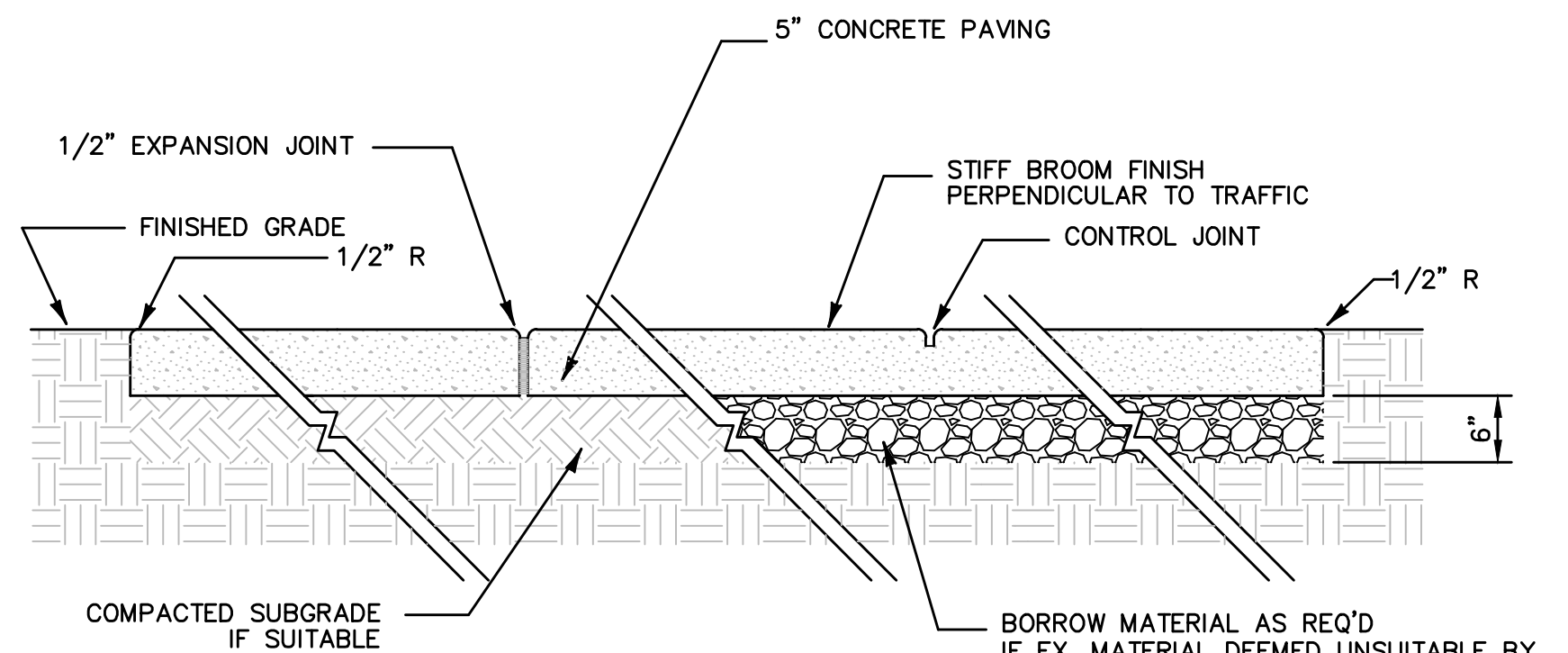


TYPE "3A" COMBINATION CURB AND GUTTER
NOT TO SCALE

12.5 mm LEVELING HMA SHALL BE USED IN AREAS WHERE EXISTING ASPHALT IS TO REMAIN AS INDICATED IN THE PLANS. AREAS WHERE EXISTING ASPHALT IS TO BE REMOVED SHALL RECEIVE 1.5" OF 12.5 MM HMA (3).

*GUTTER SLOPE TO MATCH ADJACENT PAVEMENT CROSS SLOPE WHEN USED ON HIGH SIDE OF ROADWAY.

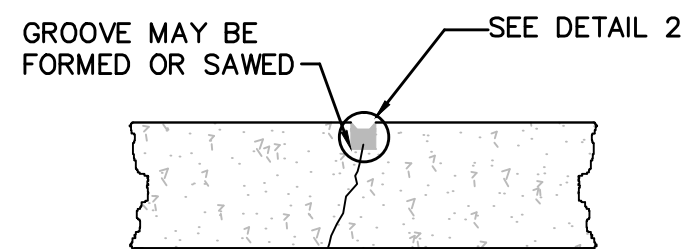
NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION 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		FOURTH STREET ROADWAY IMPROVEMENT PROJECT-PHASE II PROJECT NO. HPP-7194-00(003) LPA/105845-801000 CITY OF HATTIESBURG FORREST COUNTY, MS	NEEL-SCHAFFER <i>Solutions you can build upon</i>	ROADWAY TYPICAL SECTIONS	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 7856.001				WORKING NUMBER: TS-2	DRAWING NUMBER: 5
					FILENAME: TYPICAL SECTION.DWG					
					SCALE: NOT TO SCALE					
					SURVEYED BY: SHOWS, DEARMAN & WAITS					
					DSGN: GPC	DATE: 06/2016				
					DRWN: GPC	DATE: 06/2016				
					CHKD:	DATE:				
				QA/QC:	DATE:					



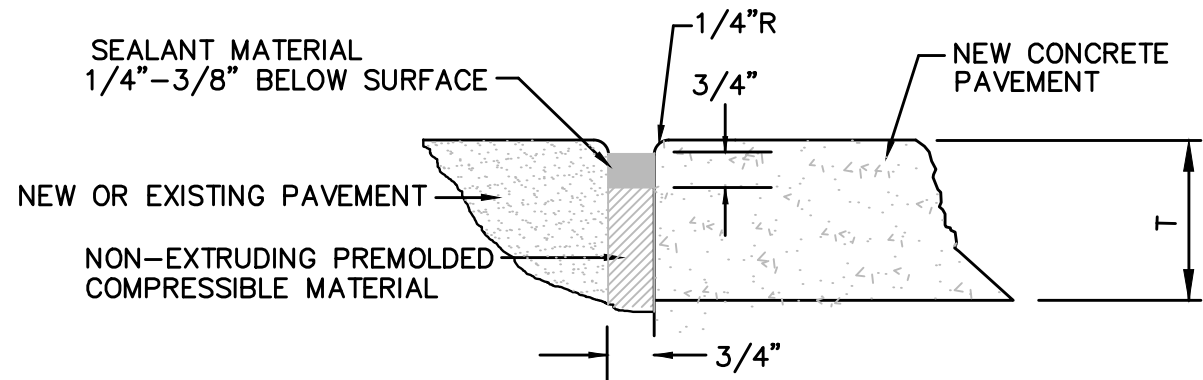
- NOTES:
1. 1/2" EXPANSION JOINT CONFORMING TO ASTM D1751. TOP OF JOINT SHALL BE SEALED w/ 1/2" TAR MODIFIED URETHANE SEALANT. PLACE EXPANSION JOINT AS SHOWN ON THE TABLE ABOVE.
 2. HAND TOOLED CONTROL JOINTS W/ 1/2" RADIUS AS SHOWN ON THE TABLE ABOVE.
 3. ALL SUBGRADE SOILS FOR SIDEWALK SHALL BE COMPACTED TO 95% STANDARD PROCTOR MAXIMUM DRY DENSITY.

TYPICAL SIDEWALK DETAIL
NOT TO SCALE

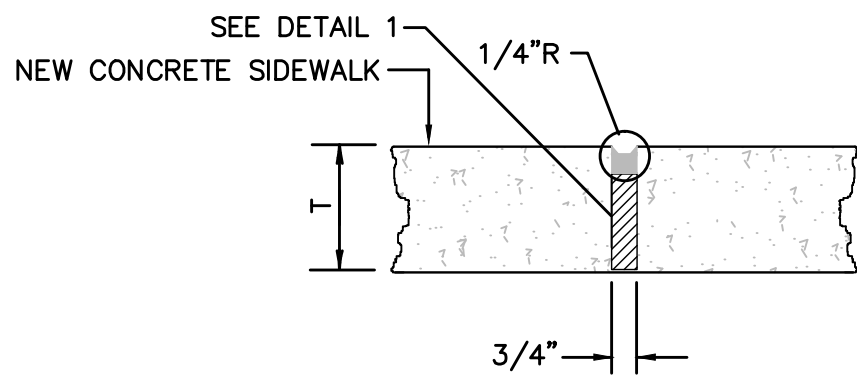
SIDEWALK WIDTH	JOINT SPACING	
	CONTROL JOINT	EXPANSION JOINT
4	4	20
5	5	20



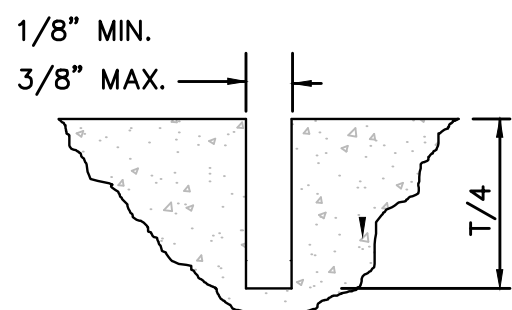
TYPE "A" - CONTROL JOINT
NOT TO SCALE



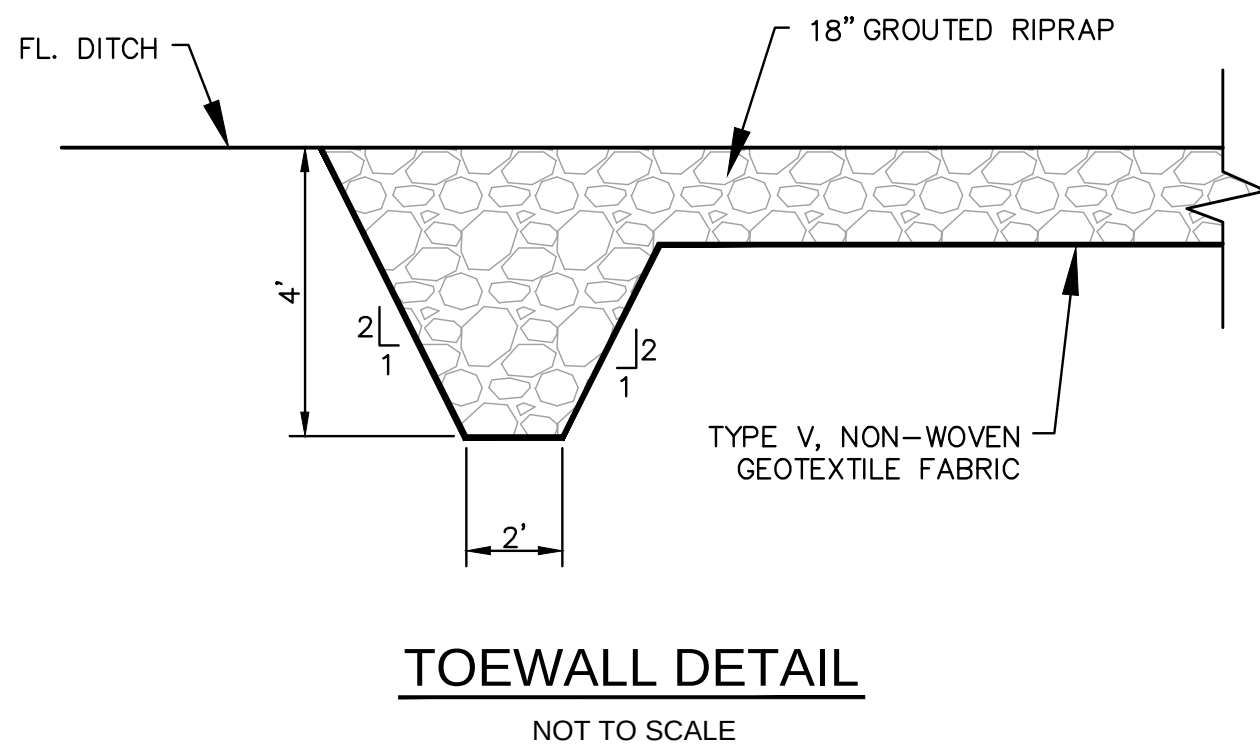
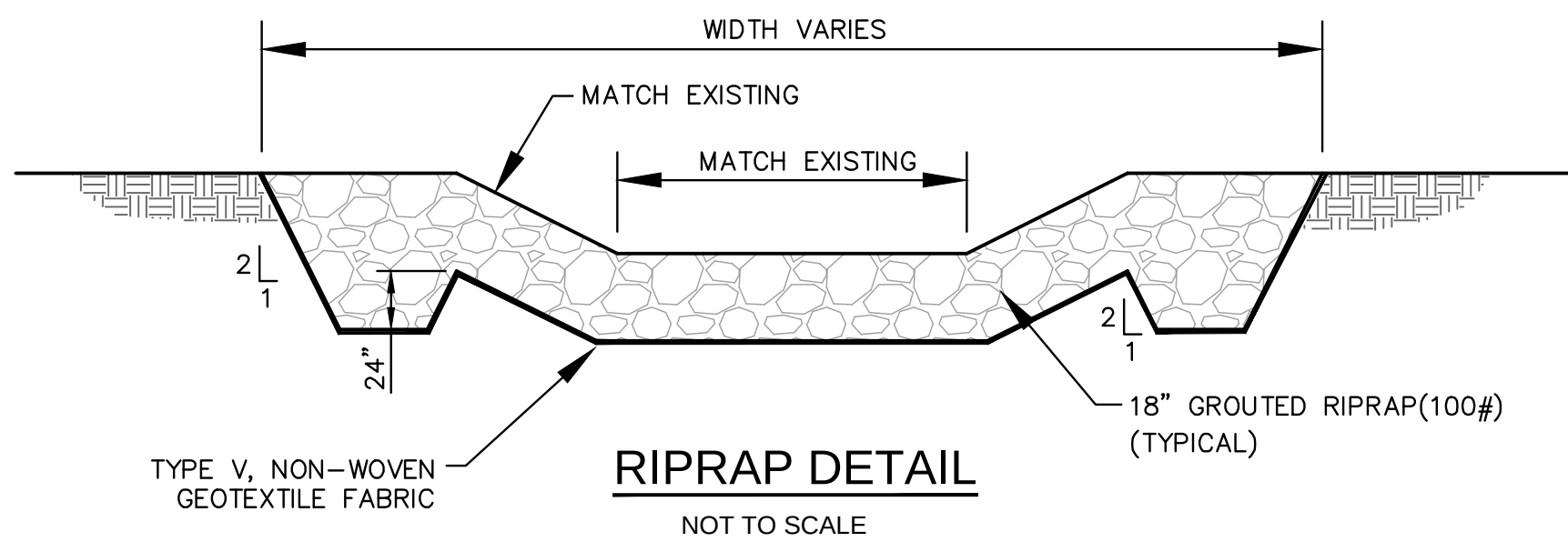
DETAIL 1 - EXPANSION JOINTS
NOT TO SCALE



TYPE "B" - EXPANSION JOINT
NOT TO SCALE



DETAIL 2 - CONTROL JOINT
NOT TO SCALE



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	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 7856.001	
				FILENAME: TYPICAL SECTION.DWG	
				SCALE: NOT TO SCALE	
				SURVEYED BY: SHOWS, DEARMAN & WAITS	
				DSGN: GPC	DATE: 06/2016
				DRWN: GPC	DATE: 06/2016
				CHKD:	DATE:
				QA/QC:	DATE:

FOURTH STREET
ROADWAY IMPROVEMENT PROJECT-PHASE II
PROJECT NO. HPP-7194-00(003) LPA/105845-801000

CITY OF HATTIESBURG
FORREST COUNTY, MS



TYPICAL SECTIONS

WORKING NUMBER:
TS-3

DRAWING NUMBER:
6

SUMMARY OF QUANTITIES									
PAY ITEM NO.		PAY ITEM DESCRIPTION				UNIT	PRELIMINARY	FINAL	
		***** INCIDENTAL CONSTRUCTION ITEMS *****							
④	③	907-604-PP005	TRENCH DRAIN, PER PLANS			LIN. FT.	56		
		608-A001	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT			SQ. YD.	790		
		609-B001	CONCRETE CURB, HEADER			LIN. FT.	94		
		609-D008	COMBINATION CONCRETE CURB AND GUTTER, TYPE 3A			LIN. FT.	3225		
		613-D005	ADJUSTMENT OF MANHOLES			EACH	5		
		614-B002	CONCRETE DRIVEWAY, WITH REINFORCEMENT, 6-INCH THICKNESS			SQ. YD.	703		
		907-616-C003	COLORED AND IMPRINTED CONCRETE MEDIAN AND/OR ISLAND PAVEMENT, 10-INCH THICKNESS			SQ. FT.	738		
		907-618-A001	MAINTENANCE OF TRAFFIC			LUMP SUM	1		
		907-618-B001	ADDITIONAL CONSTRUCTION SIGNS			SQ. FT.	1		
		620-A001	MOBILIZATION			LUMP SUM	1		
②	⑥	630-A001	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS			SQ. FT.	68.75		
		630-A002	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" THICKNESS			SQ. FT.	9		
		630-C004	STEEL U-SECTION POSTS, 3.0 TO 3.5 LB/FT			LIN. FT.	168		
		653-B001	STREET NAME SIGN, ENCAPSULATED LENS			SQ. FT.	32		
		907-699-A002	ROADWAY CONSTRUCTION STAKES			LUMP SUM	1		
		815-B001	GROUTED RIPRAP			SQ. YD.	40		
		815-E001	GEOTEXTILE UNDER RIPRAP GROUTED RIPRAP, TYPE V, NON-WOVEN			SQ. YD.	40		
		***** PAVEMENT MARKING ITEMS *****							
		907-608-E002	ASPHALT PAVEMENT TEXTURING			SQ. FT.	1520		
		907-626-D004	6" THERMOPLASTIC TRAFFIC STRIPE, SKIP YELLOW			LIN. FT.	1150		
⑦	⑩	907-626-E003	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW			LIN. FT.	2575		
		907-626-G004	THERMOPLASTIC DETAIL STRIPE, WHITE			LIN. FT.	325		
		907-626-G005	THERMOPLASTIC DETAIL STRIPE, YELLOW			LIN. FT.	117		
		907-626-H004	THERMOPLASTIC LEGEND, WHITE			LIN. FT.	989		
		907-626-H005	THERMOPLASTIC LEGEND, WHITE			SQ. FT.	291		
		627-K001	RED-CLEAR REFLECTIVE HIGH PERFORMANCE RAISED MARKERS			EACH	16		
		627-L001	TWO-WAY YELLOW REFLECTIVE HIGH PERFORMANCE RAISED MARKERS			EACH	161		
		***** WATER ITEMS *****							
		907-265-A008	6" C-900 PVC WATER LINE			LIN. FT.	220		
		907-265-B006	6" DUCTILE IRON WATER MAIN			LIN. FT.	220		
⑧	⑪	907-265-A007	8" C-900 PVC WATER LINE			LIN. FT.	60		
		907-265-B007	8" DUCTILE IRON WATER MAIN			LIN. FT.	60		
		907-265-C002	DUCTILE IRON FITTINGS			LBS.	1850		
		907-265-F001	FIRE HYDRANT ASSEMBLY			EACH	3		
		907-265-D017	8" INSERTION VALVE			EACH	1		
		907-265-D027	6" INSERTION VALVE			EACH	2		
		907-265-K007	6" LINE STOP			EACH	2		
		907-265-M005	SHORT SERVICE CONNECTION			EACH	10		
		907-265-M006	LONG SERVICE CONNECTION			EACH	15		
		***** TRAFFIC SIGNAL ITEMS *****							
⑨	⑫	907-639-A025	TRAFFIC SIGNAL EQUIPMENT POLE, TYPE IV, 30' SHAFT, 30' & 55' ARMS			EACH	1		
		907-639-A028	TRAFFIC SIGNAL EQUIPMENT POLE, TYPE IV, 30' SHAFT, 30' ARM			EACH	1		
		907-639-A034	TRAFFIC SIGNAL EQUIPMENT POLE, TYPE VI, 8' SHAFT			EACH	2		
		907-639-C002	POLE FOUNDATIONS, 36" DIAMETER			CU. YD.	9		
		907-639-C003	POLE FOUNDATIONS, 24" DIAMETER			CU. YD.	2		
		640-A016	TRAFFIC SIGNAL HEADS, TYPE 1 LED			EACH	4		
		640-A018	TRAFFIC SIGNAL HEADS, TYPE 3 LED			EACH	1		
		640-A056	TRAFFIC SIGNAL HEADS, TYPE 2 FYA LED			EACH	1		
		640-A034	TRAFFIC SIGNAL HEADS, TYPE 6 LED COUNTDOWN			EACH	4		
		907-642-A003	SOLID STATE TRAFFIC ACTUATED CONTROLLERS, TYPE 8A			EACH	1		
⑩	⑬	644-A001	OPTICAL DETECTOR			EACH	3		
		644-B001	OPTICAL DETECTOR CABLE			LIN. FT.	360		
		644-C002	PHASE SELECTOR, 4 CHANNEL			EACH	1		
		646-A001	REMOVAL OF EXISTING TRAFFIC SIGNAL EQUIPMENT			LUMP SUM	1		
		647-A001	PULLBOX, TYPE 1			EACH	1		
		647-A002	PULLBOX, TYPE 3			EACH	1		
		647-A005	PULLBOX, TYPE 2			EACH	2		
		907-649-A004	VIDEO DETECTION SYSTEM, 1 SENSOR, TYPE 2			EACH	3		
		653-A001	TRAFFIC SIGN, ENCAPSULATED LENS			SQ. FT.	15		
		666-B015	ELECTRIC CABLE, UNDERGROUND IN CONDUIT, IMSA 20-1, AWG 14, 5 CONDUCTOR			LIN. FT.	520		
⑪	⑭	666-B054	ELECTRIC CABLE, UNDERGROUND IN CONDUIT, IMSA 20-1, AWG 14, 8 CONDUCTOR			LIN. FT.	240		
		666-B040	ELECTRIC CABLE, UNDERGROUND IN CONDUIT, THNN, AWG #8, 3 CONDUCTOR			LIN. FT.	30		
		666-B049	ELECTRIC CABLE, UNDERGROUND IN CONDUIT, THNN, AWG #10, 2 CONDUCTOR			LIN. FT.	215		
		666-C017	ELECTRIC CABLE, AERIAL SUPPORTED, IMSA 20-1, AWG 14, 8 CONDUCTOR			LIN. FT.	115		
		668-A018	TRAFFIC SIGNAL CONDUIT, UNDERGROUND, TYPE 4, 2"			LIN. FT.	100		
		668-A020	TRAFFIC SIGNAL CONDUIT, UNDERGROUND, TYPE 4, 3"			LIN. FT.	130		
		668-B024	TRAFFIC SIGNAL CONDUIT, UNDERGROUND DRILLED OR JACKED, ROLLED PIPE, 2"			LIN. FT.	150		
</									

[illegible]

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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 7856.001					
					FILENAME: EQ.DWG					
					SCALE: N.T.S.					
					SURVEYED BY: SHOWS, DEARMAN & WAITS					
					DSGN: GPC	DATE: 06/2016				
					DRWN: GPC	DATE: 06/2016				
					CHKD:	DATE:				
				QA/QC:	DATE:			WORKING NUMBER: EQ-1	DRAWING NUMBER: 9	

PIPE CULVERT DRAINAGE STRUCTURES

WK. SH. NO.	STATION	ID NUMBER	TYPE	PIPE CULVERTS														END SECTIONS								SIZE			STRUCTURE EXCAVATION		DWG'S REQ'D.	CLASS "B" CONC.	REINF. STEEL	GRATING	CASTING				COMMENTS
				12" RCP	15" RCP	18" RCP	18" RCP	24" RCP	30" RCP	42" RCP	22" x 13"	29" x 18"								29" x 18"							L	W	H	CU YDS EXCAV						EST. DEPTH			
PP-1	65+58.35	CI-1	SS-2								40													5	3.5	5.10	30	5.0		322	2.87	240		79				RIGHT	
PP-1	65+60.75	JB-1	JB-2								32													3.5	3.5	2.25	20	4.0		304	1.10	84					RIGHT		
PP-1	66+68.95	CI-2	SS-2								104													15	5.0	3.70	57	3.8		322	4.64	448		79			RIGHT		
PP-1	66+68.95	CI-3	SS-2								38													15	2.5	3.50	21	3.6		322	3.77	417		79			LEFT		
PP-1	67+54.59	CI-4	SS-2					14																5	4.0	4.15	10	4.1		322	2.71	228		79			RIGHT		
		PC-1																											301	0.41						RIGHT			
PP-1	67+48.13	CI-5	SS-2				8				39													5	2.5	3.95	24	2.3/3.7		322	2.14	202		79			LEFT		
PP-1	69+48.93	CI-6	SS-2									189												5	5.5	4.00	126	4.1		322	3.15	240		79			RIGHT		
PP-1	69+48.93	CI-7	SS-2								38													5	2.5	3.80	21	3.6		322	2.09	200		79			LEFT		
PP-1		--	TRENCH		12																																		
PP-2	71+48.94	CI-8	SS-2								195													5	3.0	3.80	111	4.0		322	2.25	205		79			RIGHT		
PP-2	71+48.94	CI-9	SS-2								38													5	2.5	3.65	19	3.3		322	2.04	199		79			LEFT		
PP-2	73+28.92	CI-10	SS-2								175													5	3.0	3.65	92	3.7		322	2.20	203		79			RIGHT		
PP-2	73+28.92	CI-11	SS-2								38													5	2.5	3.50	63	3.2		322	1.99	197		79			LEFT		
PP-3	77+54.09	CI-12	SS-2								38													5	2.5	4.80	17	3.0		322	2.40	217		79			RIGHT		
PP-3	77+54.09	CI-13	SS-2								91													5	3.5	4.95	54	4.0		322	2.82	231		79			LEFT		
PP-3	78+52.34	CI-14	SS-2								40													5	2.5	4.90	19	3.0		322	2.33	215		79			RIGHT		
PP-3	78+52.34	CI-15	SS-2								22													5	3.5	5.10	17	5.2		322	2.75	229		79			LEFT		
PP-3	80+44.88	CI-16	SS-2								19													5	2.5	3.45	12	4.0		322	1.98	197		79			RIGHT		
PP-3	80+44.88	CB-1									15													5	5.0	2.65	8	3.0		DET-1	2.00	122					CONFLICT BOX		
PP-3	80+44.88	CI-17	SS-2								164													5	3.5	3.55	70	4.1		322	2.33	210		79			LEFT		
PP-4	79+19.75	JB-2	JB-2								185							1							4	4.0	3.30	100	3.8		304	1.20	84					NORTH STREET	
PP-4		CI-18	DROP								104															2.60	61	3.1		DET-1	2.75	220	340					NORTH STREET	
PP-4		JB-3	JB-1									4												4	4.0	3.60	3	4.1		302	1.30	92						NORTH STREET	
																</																							

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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 7856.001	
					FILENAME: EQ.DWG	
					SCALE: N.T.S.	
					SURVEYED BY: SHOWS, DEARMAN & WAITS	
					DSGN: GPC	DATE: 06/2016
					DRWN: GPC	DATE: 06/2016
					CHKD:	DATE:
				QA/QC:	DATE:	
FOURTH STREET ROADWAY IMPROVEMENT PROJECT-PHASE II PROJECT NO. HPP-7194-00(003) LPA/105845-801000 CITY OF HATTIESBURG FORREST COUNTY, MS						
NEEL-SCHAFFER <i>Solutions you can build upon</i>						
ESTIMATED QUANTITIES -DRAINAGE STRUCTURES-						
WORKING NUMBER: EQ-2			DRAWING NUMBER: 10			

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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 7856.001				
					FILENAME: EQ.DWG				
					SCALE: N.T.S.				
					SURVEYED BY: SHOWS, DEARMAN & WAITS				
					DSGN: GPC			DATE: 06/2016	
					DRWN: GPC			DATE: 06/2016	
					CHKD:			DATE:	
					QA/QC:			DATE:	

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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 7856.001				WORKING NUMBER: EQ-4 DRAWING NUMBER: 12	
					FILENAME: EQ.DWG					
					SCALE: N.T.S.					
					SURVEYED BY: SHOWS, DEARMAN & WAITS					
					DSGN: GPC	DATE: 06/2016				
					DRWN: GPC	DATE: 06/2016				
					CHKD:	DATE:				
				QA/QC:	DATE:					

SUMMARY OF PAVEMENT MARKINGS

WKG. SHT. NO.	STATION TO STATION		PAINT						PLASTIC												TAPE						MARKERS			REMARKS
			CONTINUOUS		DETAIL	LEGEND	SKIP		CONTINUOUS		LEGEND		EDGE		DETAIL			SKIP			DETAIL	CONTINUOUS		SKIP		RED	YELLOW			
			WHITE	YELLOW			WHITE	YELLOW	YELLOW		WHITE (LF)	WHITE (SF)	WHITE		YELLOW	WHITE		YELLOW		WHITE		YELLOW	WHITE	YELLOW	CLEAR	1 WAY	2 WAY			
PM-1	65+19	76+00							1581		446	180.80				150		1070								8		105		
PM-2	76+00	82+00							994		543	109.6			117	175		80								8		56		

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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 7856.001					
					FILENAME: EQ.DWG					
					SCALE: N.T.S.					
					SURVEYED BY: SHOWS, DEARMAN & WAITS					
					DSGN: GPC	DATE: 06/2016				
					DRWN: GPC	DATE: 06/2016				
					CHKD:	DATE:				
					QA/QC:	DATE:				
					FOURTH STREET ROADWAY IMPROVEMENT PROJECT-PHASE II PROJECT NO. HPP-7194-00(003) LPA/105845-801000 CITY OF HATTIESBURG FORREST COUNTY, MS		 NEEL-SCHAFFER <i>Solutions you can build upon</i>		ESTIMATED QUANTITIES -PAVEMENT MARKINGS-	
							WORKING NUMBER: EQ-PM		DRAWING NUMBER: 13	

[illegible]

FINISH SURFACE TO RECEIVE TYPE 1 TAPE PRIOR TO FINAL STRIPING.

QUANTITIES SHOWN ON THIS SHEET ARE APPROXIMATE AND WILL IN NO WAY RELIEVE THE CONTRACTOR FROM CARRYING OUT THE INTENT OF THE TRAFFIC CONTROL PLAN. CONTRACTOR SHALL ADJUST THE TRAFFIC CONTROL PLAN AS DIRECTED TO PROVIDE A SAFE ROUTE FOR THE TRAVELING PUBLIC.

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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 7856.001				WORKING NUMBER:	DRAWING NUMBER:		
					FILENAME: EQ.DWG				EQ-TC	15		
					SCALE: N.T.S.							
					SURVEYED BY: SHOWS, DEARMAN & WAITS							
					DSGN: GPC	DATE: 06/2016						
					DRWN: GPC	DATE: 06/2016						
					CHKD:	DATE:						
				QA/QC:	DATE:							

1. LIMITS OF CLEARING SHALL BE ALL AREAS WITHIN THE PROPERTY LINE AND RIGHT-OF-WAY EASEMENTS EXCEPT AS OTHERWISE SHOWN. DAMAGE OUTSIDE THESE LIMITS CAUSED BY THE CONTRACTOR'S OPERATIONS SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.

2. EXCEPT AS NOTED BELOW, CONTRACTOR SHALL REMOVE FROM THE SITE AND SATISFACTORILY DISPOSE OF ALL TREES, SHRUBS, STUMPS, ROOTS, BRUSH, MASONRY, RUBBISH, SCRAP, DEBRIS, AND MISCELLANEOUS OTHER STRUCTURES NOT COVERED UNDER OTHER SECTIONS AS SHOWN, SPECIFIED OR OTHERWISE REQUIRED TO PERMIT CONSTRUCTION OF THE NEW WORK.

3. TREES, STUMPS AND OTHER CLEARED AND GRUBBED MATERIAL MAY NOT BE DISPOSED ON SITE

4. BURNING WILL NOT BE ALLOWED ON SITE.

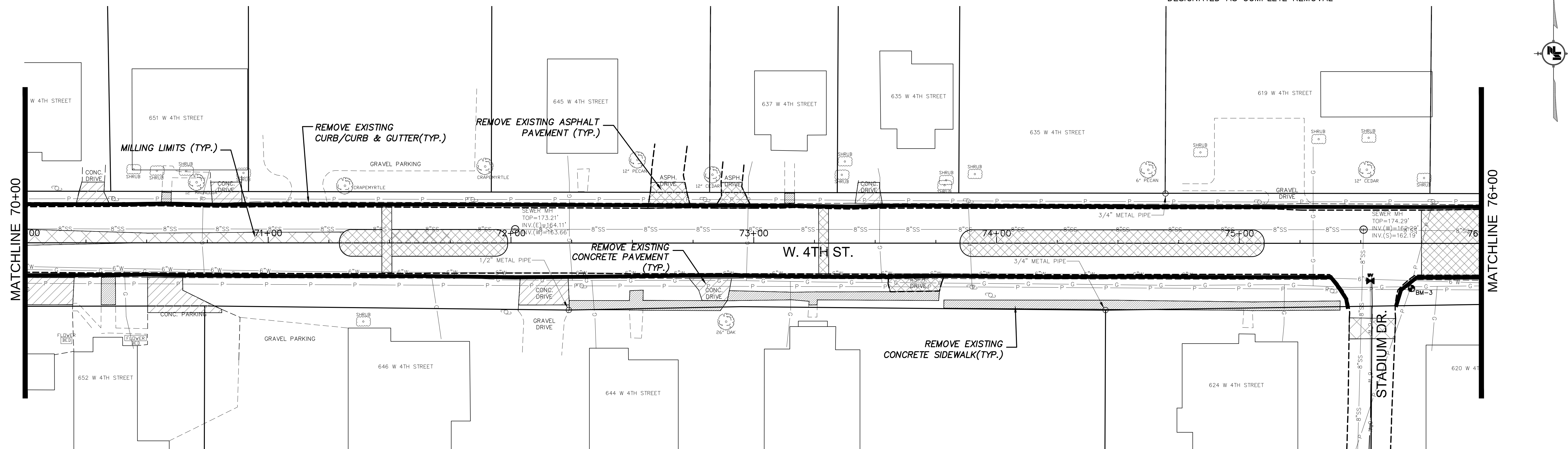
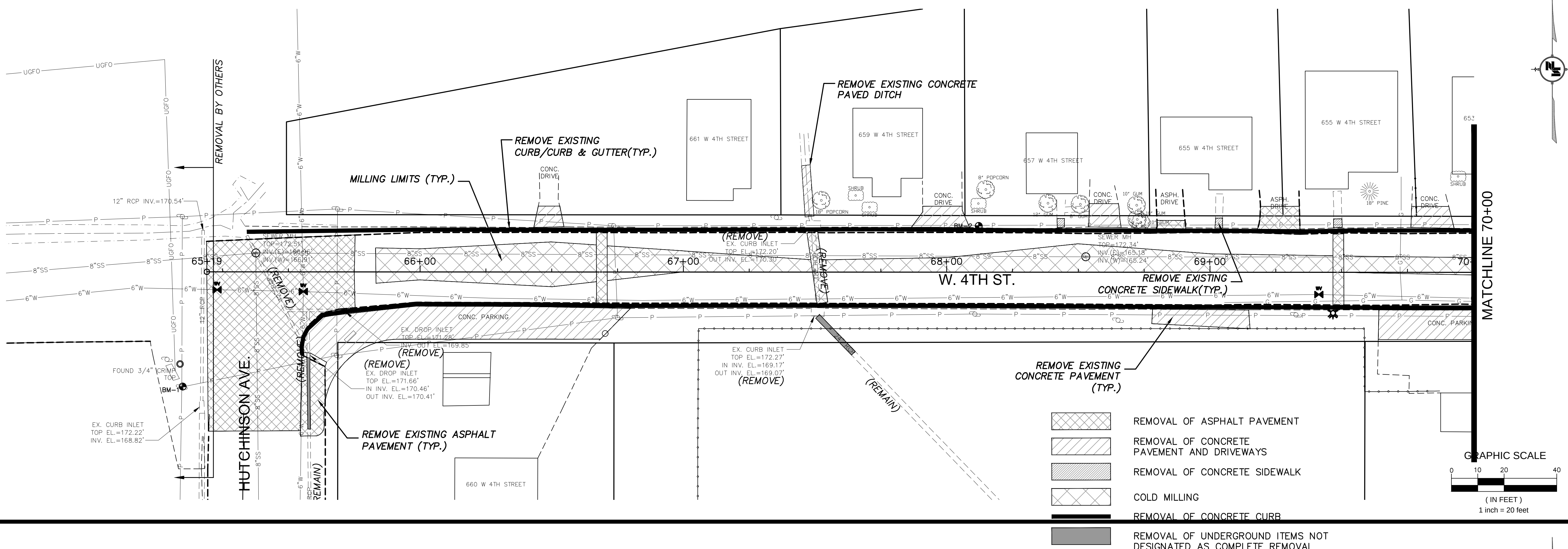
5. ALL BURNING OFF THE SITE SHALL BE IN COMPLETE ACCORDANCE WITH RULES AND REGULATIONS OF LOCAL AUTHORITIES HAVING JURISDICTION.

6. TREES AND SHRUBS SHALL BE TRIMMED TO AVOID REMOVAL OR DAMAGE. TRIMMED OR DAMAGED TREES SHALL BE TREATED AND REPAIRED BY PERSONS WITH EXPERIENCE IN THIS SPECIALTY WHO ARE APPROVED BY ENGINEER. TREES AND SHRUBS INTENDED TO REMAIN WHICH ARE DAMAGED BEYOND REPAIR OR REMOVED, SHALL BE REPLACED BY THE CONTRACTOR.

7. CONTROL AIR POLLUTION CAUSED BY DUST AND DIRT, AND COMPLY WITH GOVERNING REGULATIONS.

8. LIMITS OF CLEARING AND MILLING ARE APPROXIMATE AND SHALL BE VERIFIED IN THE FIELD

9. CONTRACTOR SHALL REMOVE EXISTING STRIPING
IN AREAS WHERE NEW STRIPING IS TO BE PLACED
(COST ABSORBED).



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REVISONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 7856.001	
				FILENAME: DEMO.DWG	
				SCALE: 1" = 20'	
				SURVEYED BY: SHOWS, DEARMAN & WAITS	
				DSGN: GPC	DATE: 06/2016
				DRWN: GPC	DATE: 06/2016
				CHKD:	DATE:
				QA/QC:	DATE:

FOURTH STREET
ROADWAY IMPROVEMENT PROJECT-PHASE II
PROJECT NO. HPP-7194-00(003) LPA/105845-801000

CITY OF HATTIESBURG
FORREST COUNTY, MS



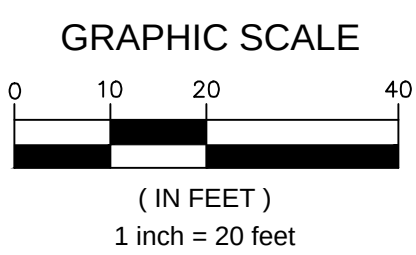
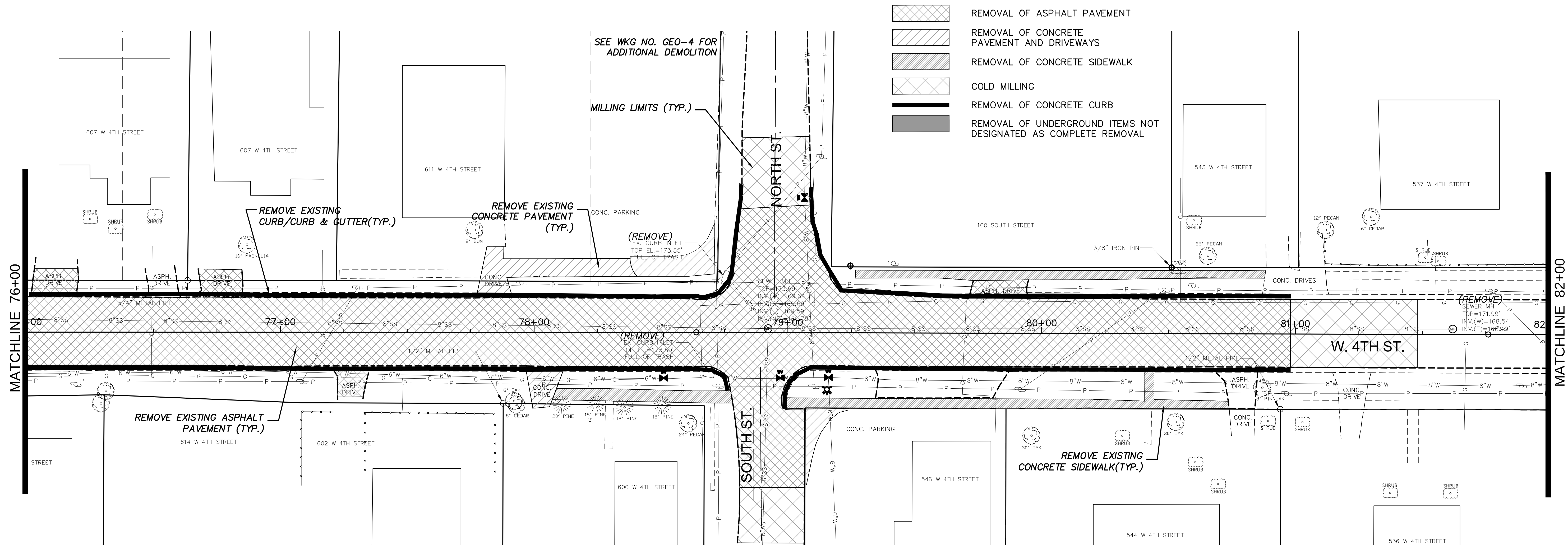
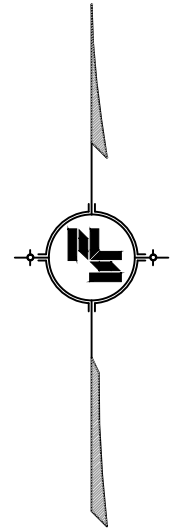
DEMOLITION PLAN
STA. 65+19 TO STA. 76+00

WORKING NUMBER:

DEMO-1

DRAWING NUMBER:

16

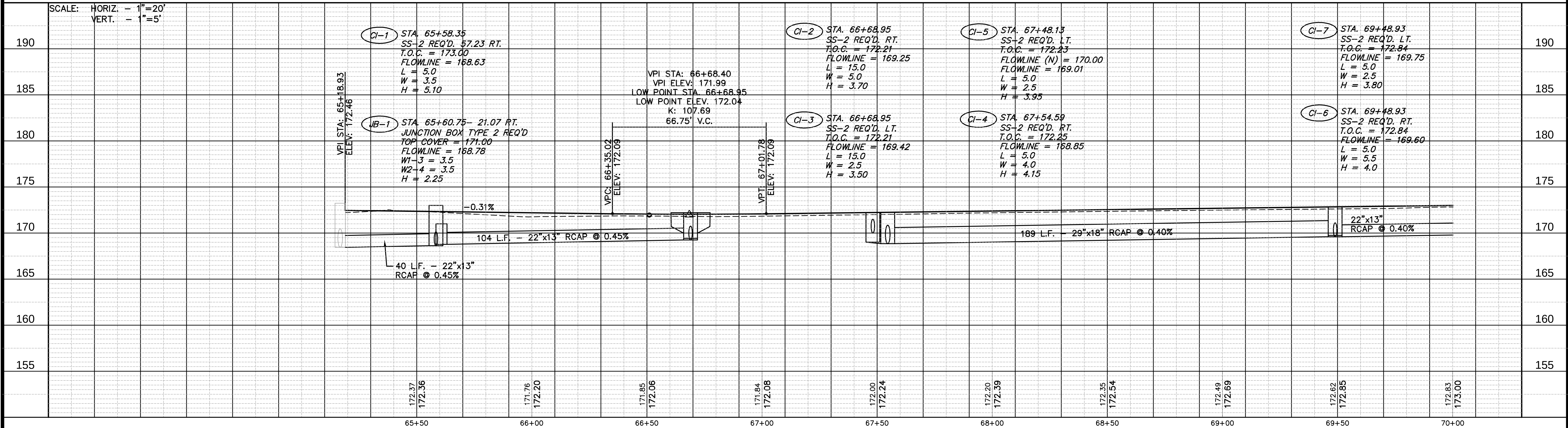
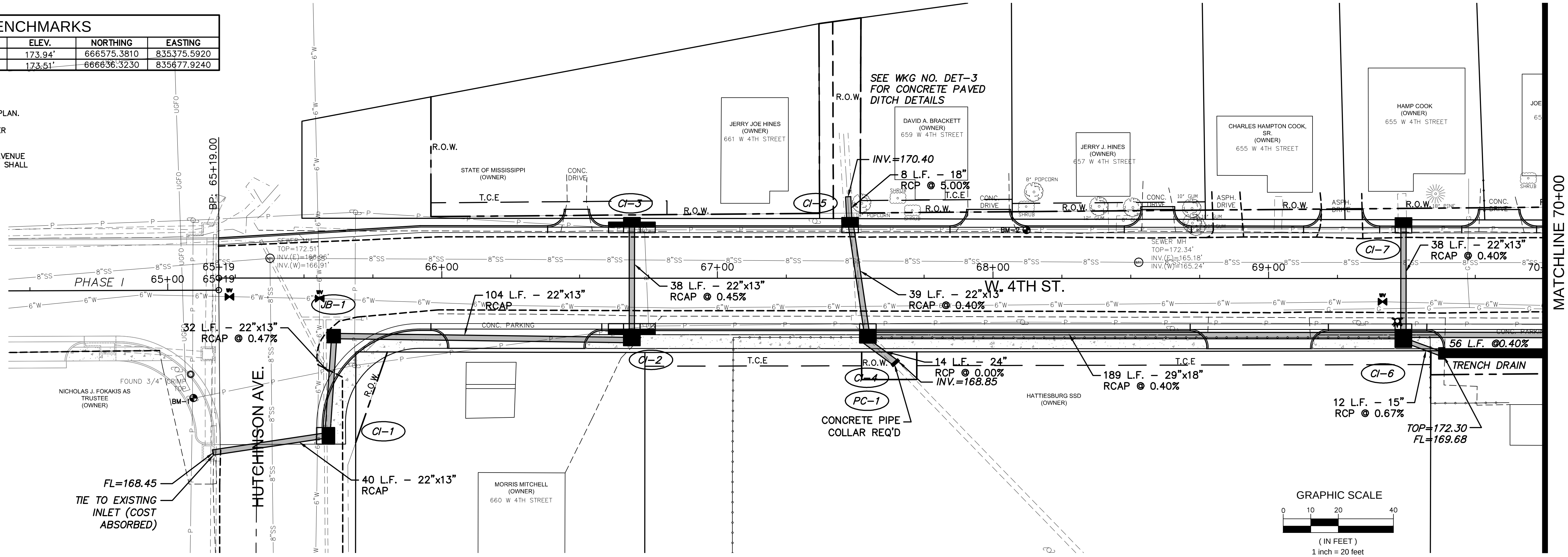


NOTICE TO DRAWING HOLDER NEEL-SCHAFER, INC., HEREAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION 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		FOURTH STREET ROADWAY IMPROVEMENT PROJECT-PHASE II PROJECT NO. HPP-7194-00(003) LPA/105845-801000 CITY OF HATTIESBURG FORREST COUNTY, MS			DEMOLITION PLAN STA. 76+00 TO STA. 82+00	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 7856.001				WORKING NUMBER:	DRAWING NUMBER:
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					SCALE: 1" = 20'					
					SURVEYED BY: SHOWS, DEARMAN & WAITS					
					DGN: GPC DATE: 06/2016					
					DRWN: GPC DATE: 06/2016					
					CHKD: DATE:					
					QA/QC: DATE:				DEMO-2	17

BENCHMARKS				
NAME	DESC.	ELEV.	NORTHING	EASTING
BM-1	NAIL IN POLE	173.94'	666575.3810	835375.5920
BM-2	NAIL IN POLE	173.51'	666636.3230	835677.9240

NOTES:

1. SEE WKG NO. TS-1 FOR TRAFFIC SIGNAL PLAN.
2. SEE WKG NO. WP-1 AND WP-2 FOR WATER PLAN.
3. WORK HAS BEEN DONE ON HUTCHINSON AVENUE AFTER SURVEY WAS COMPLETE. CONTRACTOR SHALL COORDINATE WITH ENGINEER ON TIE INS FOR SIDEWALK AND CURB & GUTTER.



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.

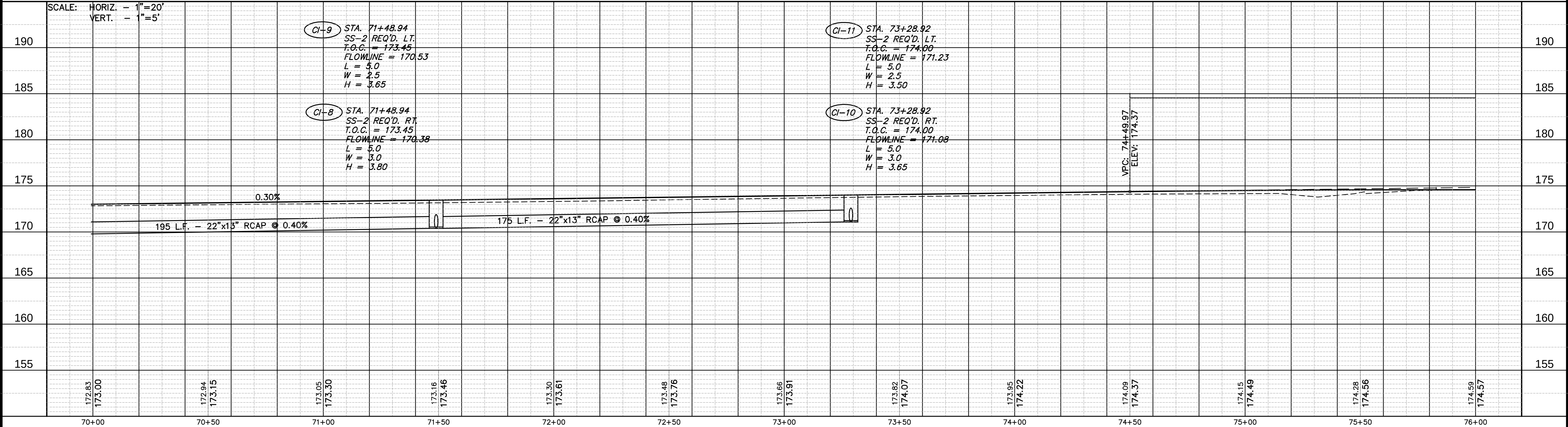
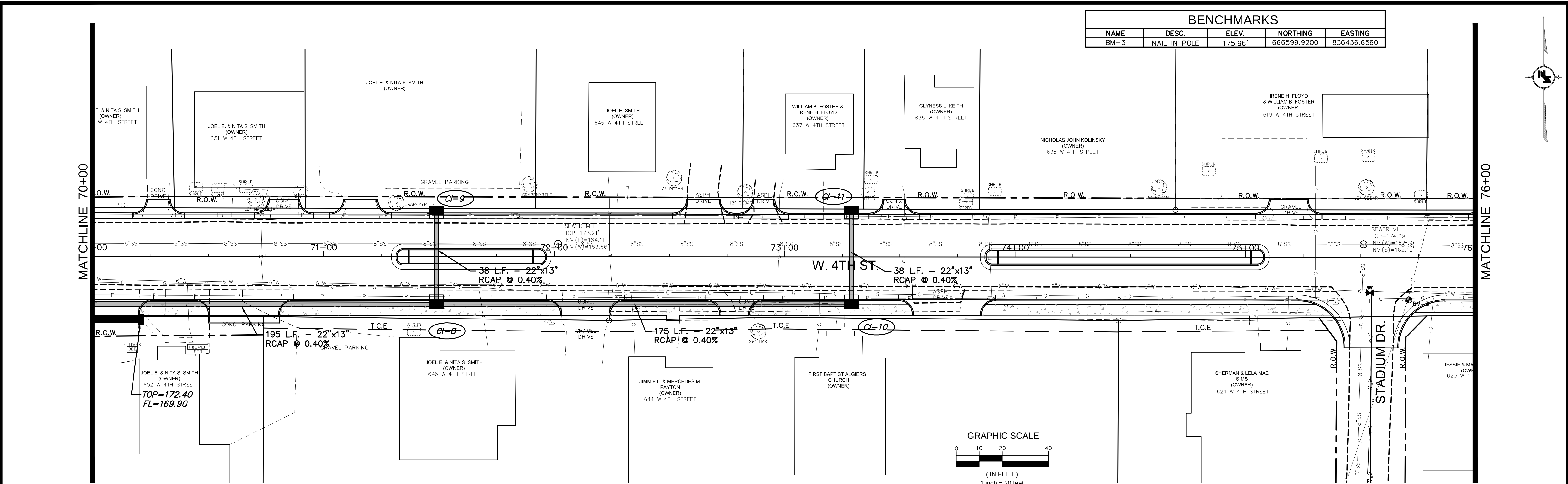
REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	

FOURTH STREET
ROADWAY IMPROVEMENT PROJECT-PHASE II
PROJECT NO. HPP-7194-00(003) LPA/105845-801000

CITY OF HATTIESBURG
FORREST COUNTY, MS

NEEL-SCHAFFER
Solutions you can build upon

FOURTH STREET PLAN AND PROFILE STA. 65+19 TO STA. 70+00	
WORKING NUMBER: PP-1	DRAWING NUMBER: 18



NOTICE TO DRAWING HOLDER NEEL-SCHAFER, 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 NO. DATE BY DESCRIPTION			DRAWING INFORMATION N-S PROJECT NO.: 7856.001 FILENAME: PP.DWG SCALE: 1" = 20' SURVEYED BY: SHOWS, DEARMAN & WAITS DSGN: GPC DATE: 06/2016 DRWN: GPC DATE: 06/2016 CHKD: DATE: QA/QC: DATE:			FOURTH STREET ROADWAY IMPROVEMENT PROJECT-PHASE II PROJECT NO. HPP-7194-00(003) LPA/105845-801000 CITY OF HATTIESBURG FORREST COUNTY, MS			 NEEL-SCHAFER <i>Solutions you can build upon</i>			FOURTH STREET PLAN AND PROFILE STA. 70+00 TO STA. 76+00 WORKING NUMBER: PP-2 DRAWING NUMBER: 19		
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1. 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 DEMOLITION AND/OR CONSTRUCTION.

2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN ANY AND ALL MARKINGS AS NEEDED TO PROTECT EXISTING UTILITIES. ANY DAMAGE OR INTERRUPTION OF SERVICE CAUSED BY THE CONTRACTOR'S NEGLIGENCE SHALL BE REPORTED IMMEDIATELY TO THE APPROPRIATE UTILITY COMPANY AND SHALL BE REPAIRED AND SERVICE RESTORED IN FULL COOPERATION WITH THE UTILITY COMPANY AT THE CONTRACTOR'S EXPENSE.

3. WATER METERS AND SERVICES NOT SHOWN FOR CLARITY. ALL WATER METERS ARE TO BE RELOCATED THAT CONFLICT WITH PROPOSED IMPROVEMENTS.

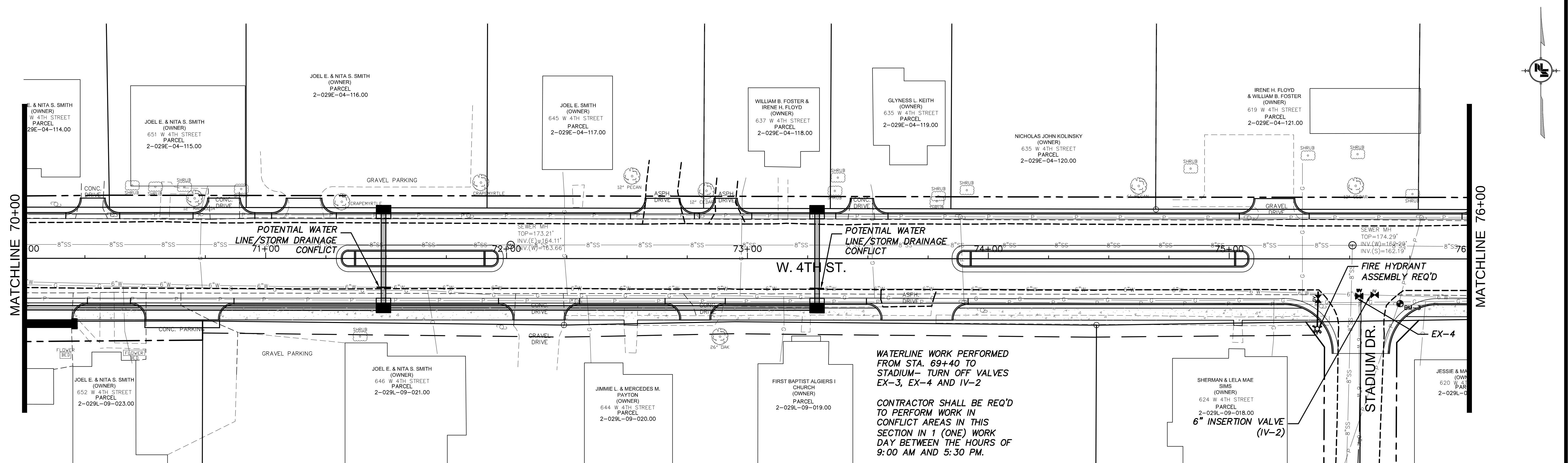
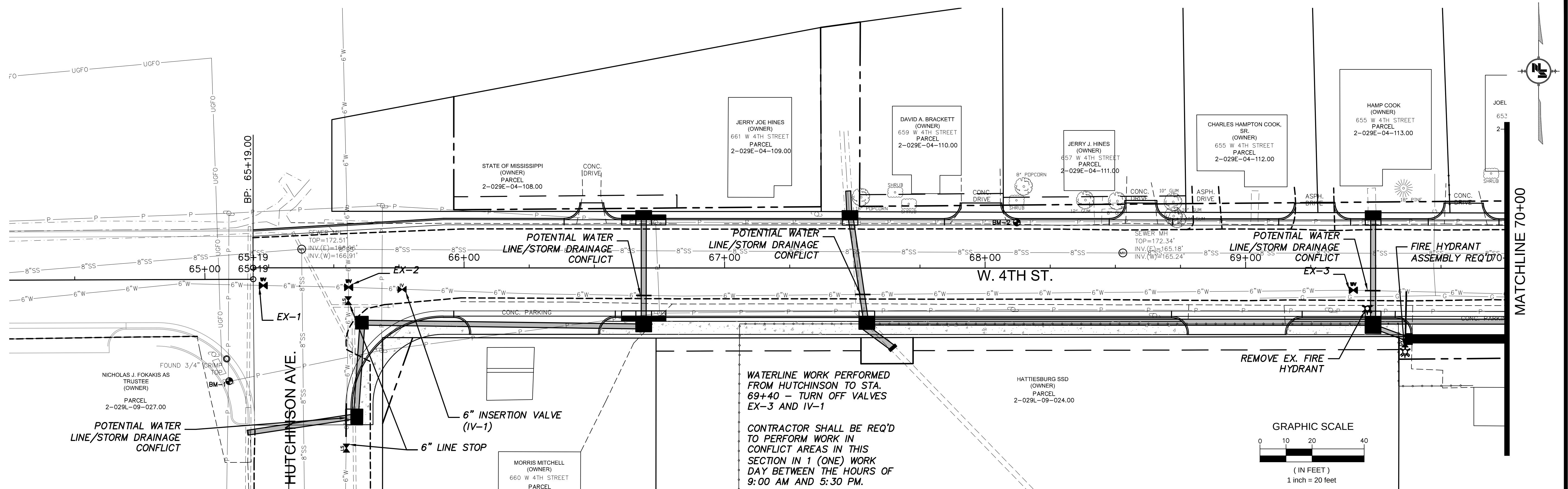
4. CONTRACTOR SHALL NOTIFY ENGINEER 48 HOURS IN ADVANCE OF BEGINNING WATER LINE WORK. CITY TO PROVIDE BOIL WATER NOTICES TO RESIDENTS AND BUSINESS OWNERS.

5. CONTRACTOR SHALL COORDINATE WITH CITY ON OPERATION OF EXISTING WATER VALVES.

6. SEE WKG NO.'S WD-1 AND WD-2 FOR WATER DETAILS.

7. REMOVAL OF FIRE HYDRANTS SHALL BE PAID FOR UNDER REMOVAL OF OBSTRUCTIONS.

8. CONTRACTOR SHALL INSTALL NEW FIRE HYDRANTS PRIOR TO REMOVAL OF EXISTING FIRE HYDRANTS. CONTRACTOR SHALL COORDINATE WITH THE CITY ON TURNING OFF GATE VALVES TO EXISTING HYDRANTS THAT ARE TO BE REMOVED. CONTRACTOR SHALL INSTALL A BLIND FLANGE ONCE THE EXISTING FIRE HYDRANT HAS BEEN REMOVED.



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REVISONS				DRAWING INFORMATION	
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				SCALE: 1" = 20'	
				SURVEYED BY: SHOWS, DEARMAN & WAITS	
				DSGN: GPC	DATE: 06/2016
				DRWN: GPC	DATE: 06/2016
				CHKD:	DATE:
				QA/QC:	DATE:

FOURTH STREET
ROADWAY IMPROVEMENT PROJECT-PHASE II
PROJECT NO. HPP-7194-00(003) LPA/105845-801000

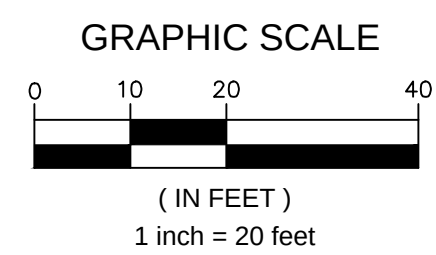
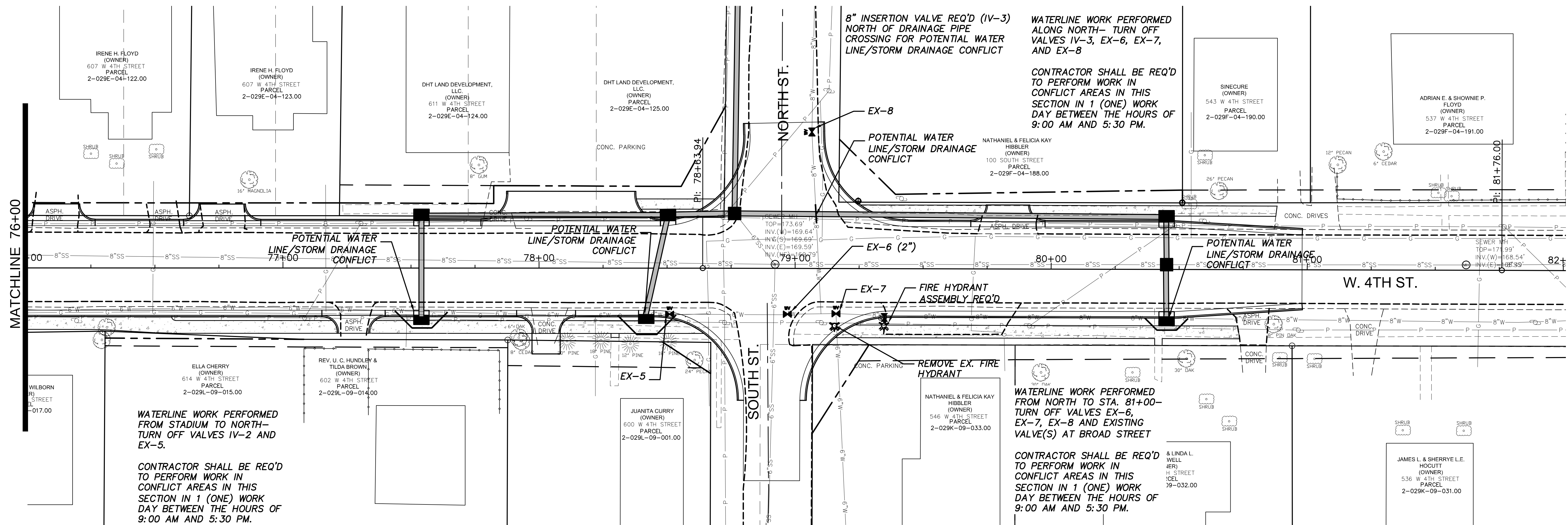
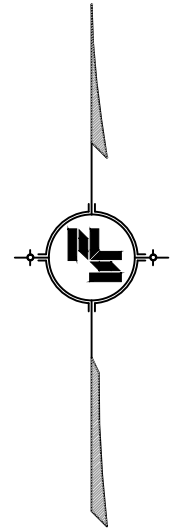
CITY OF HATTIESBURG
FORREST COUNTY, MS



WATER PLAN
STA. 65+19 TO STA. 76+00

WORKING NUMBER:
WP-1

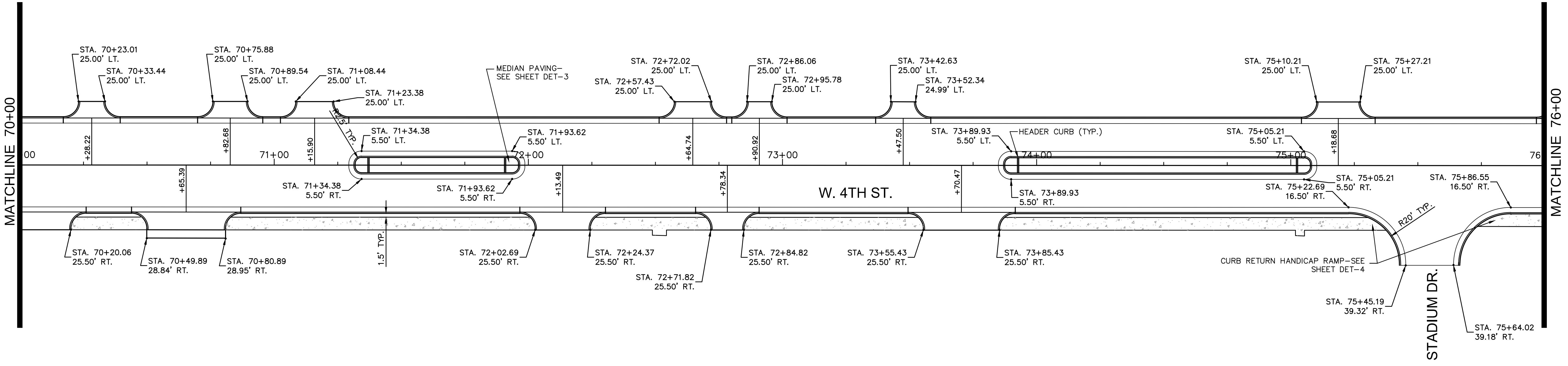
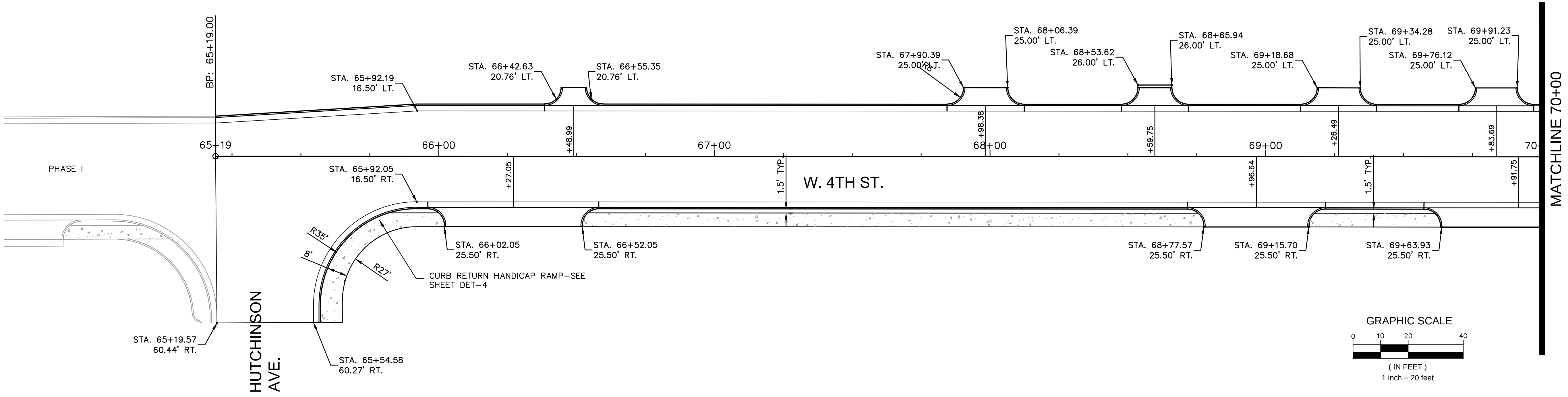
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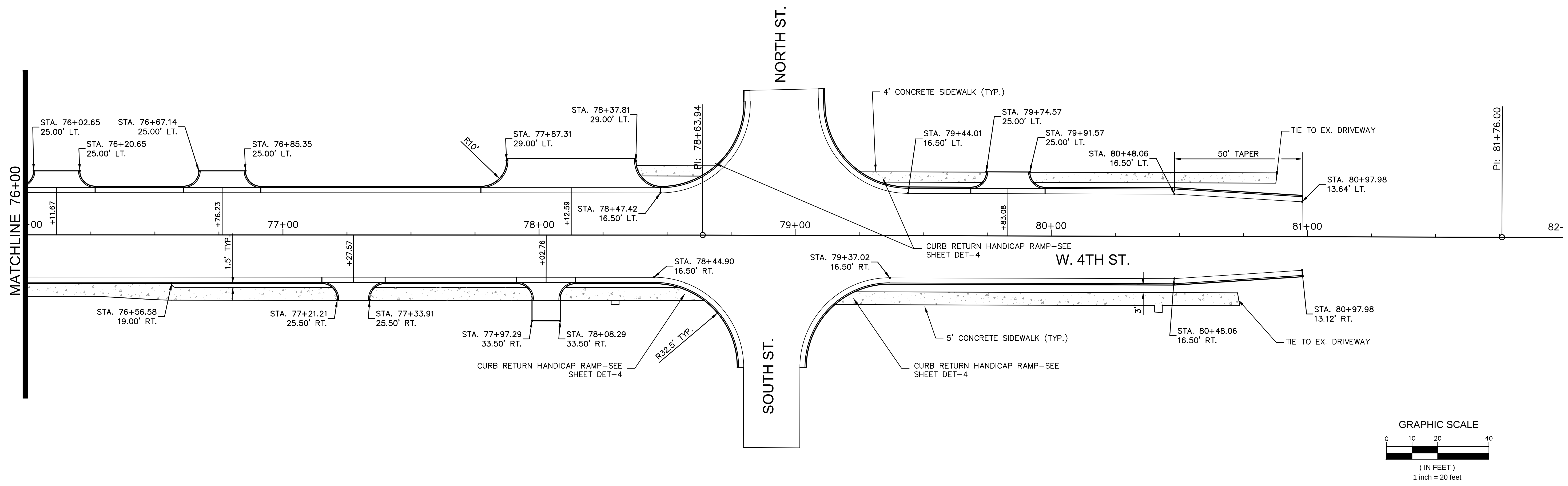
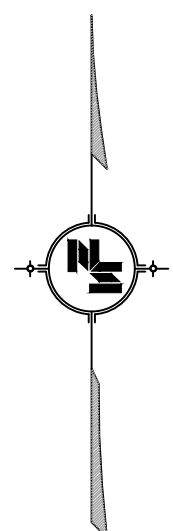
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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 7856.001			WORKING NUMBER:	DRAWING NUMBER:
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					SCALE: 1" = 20'				
					SURVEYED BY: SHOWS, DEARMAN & WAITS				
					DGN: GPC DATE: 06/2016				
					DRWN: GPC DATE: 06/2016				
					CHKD: DATE:			WP-2	22
					QA/QC: DATE:				

NOTES:

1. STATION/OFFSET FOR ROADWAY ARE TAKEN TO THE EDGE OF ASPHALT. RADII FOR ROADWAY ARE TAKEN TO THE BACK OF CURB.
2. RADII, STATION/OFFSETS FOR DRIVEWAYS ARE TAKEN TO BACK OF CURB AND EDGE OF DRIVEWAY.
3. SEE SHEET SDCCR-1 FOR CURB CUT RAMP DETAILS.
4. ALL DRIVEWAY RADII ARE 6' UNLESS OTHERWISE NOTED.
5. LINEAR DIMENSIONS FOR SIDEWALK ARE TAKEN FROM THE BACK OF THE CURB TO THE EDGE OF THE SIDEWALK.
6. STATION/OFFSETS FOR MEDIAN ISLANDS ARE TAKEN TO EDGE OF PAVEMENT.
7. RADII FOR MEDIAN ISLANDS ARE TAKEN TO THE BACK OF CURB.



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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 7856.001				WORKING NUMBER:	DRAWING NUMBER:
					FILENAME: ROAD DET.DWG				GEO-1	24
					SCALE: 1" = 20'					
					SURVEYED BY: SHOWS, DEARMAN & WAITS					
					DSGN: GPC	DATE: 06/2016				
					DRWN: GPC	DATE: 06/2016				
					CHKD:	DATE:				
					QA/QC:	DATE:				



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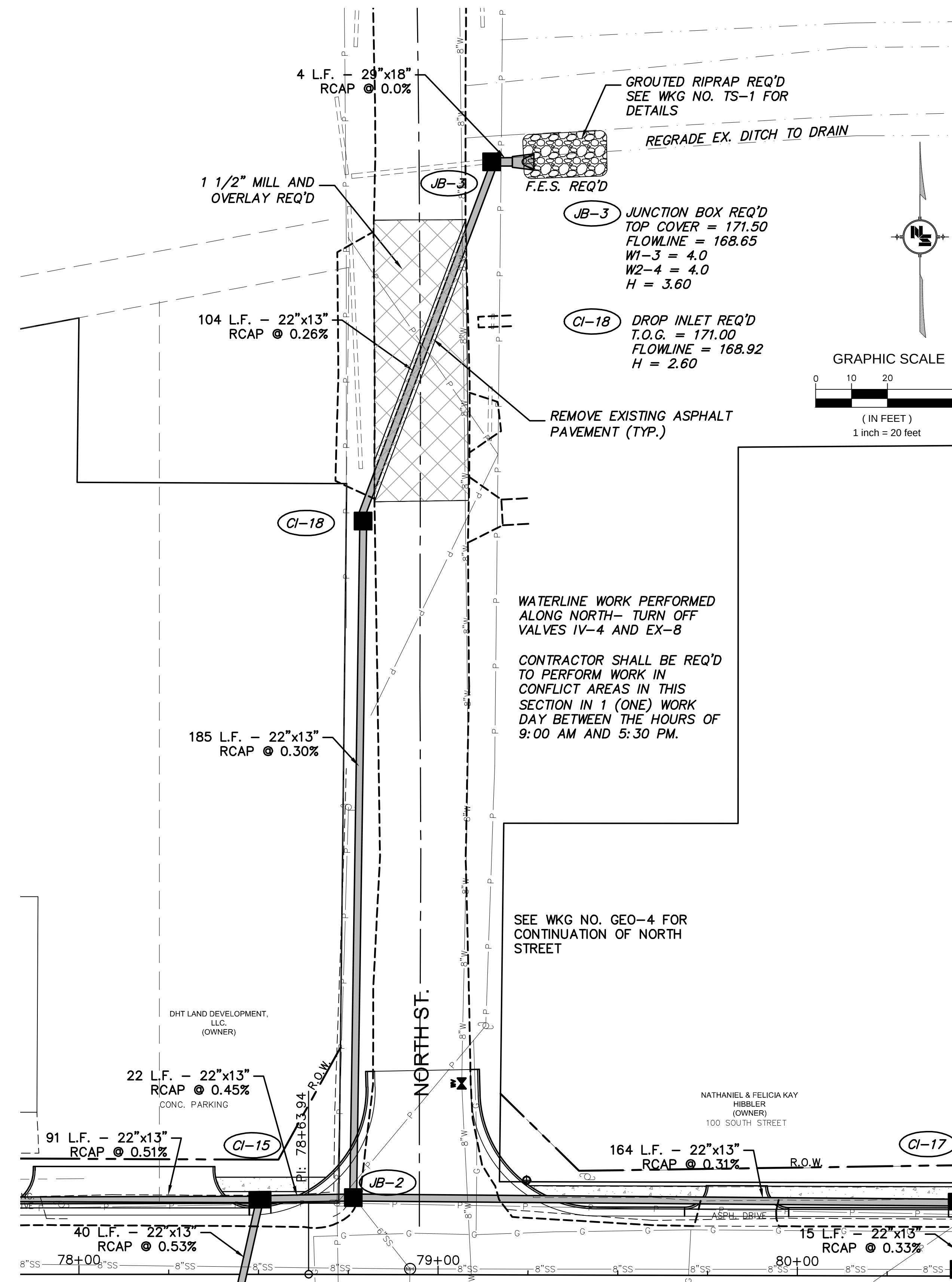
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				DSGN: GPC	DATE: 06/2016
				DRWN: GPC	DATE: 06/2016
				CHKD:	DATE:
				QA/QC:	DATE:

FOURTH STREET
ROADWAY IMPROVEMENT PROJECT-PHASE II
PROJECT NO. HPP-7194-00(003) LPA/105845-801000

CITY OF HATTIESBURG
FORREST COUNTY, MS



GEOMETRIC LAYOUT STA. 76+00 TO STA. 88+00	
WORKING NUMBER: GEO-2	DRAWING NUMBER: 25



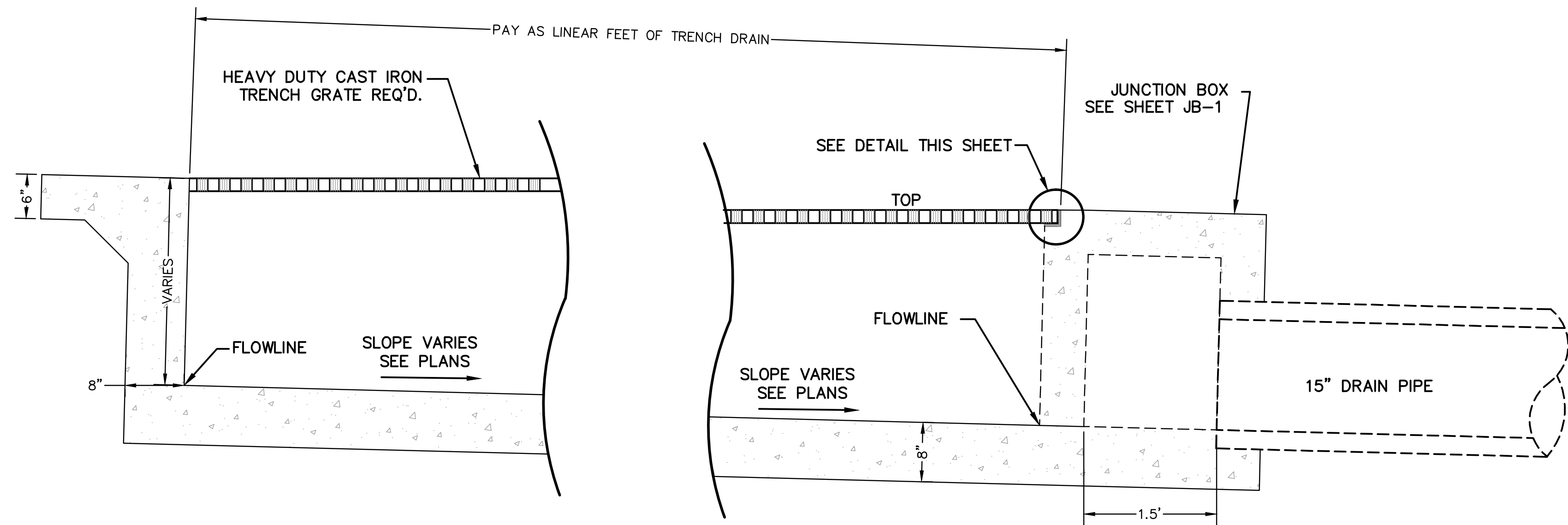
NORTH STREET CONTINUATION

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		FOURTH STREET ROADWAY IMPROVEMENT PROJECT-PHASE II PROJECT NO. HPP-7194-00(003) LPA/105845-801000 CITY OF HATTIESBURG FORREST COUNTY, MS	 NEEL-SCHAFFER <i>Solutions you can build upon</i>	NORTH STREET DRAINAGE	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 7856.001				WORKING NUMBER: GEO-3	DRAWING NUMBER: 26
					FILENAME: PP.DWG					
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					DSGN: GPC	DATE: 06/2016				
					DRWN: GPC	DATE: 06/2016				
					CHKD:	DATE:				
					QA/QC:	DATE:				

VEGETATION SCHEDULE						
EROSION CONTROL ITEMS		SEASONAL APPLICATIONS—DATES & RATES				REQUIREMENTS
		SPRING & SUMMER		FALL & WINTER		
PAY ITEM NO.	ITEMS	RATES	DATES	RATES	DATES	
212—B001	STANDARD GROUND PREPARATION (SOD AREA)	PER SQ.YD.	MARCH 1 TO SEPTEMBER 1	PER SQ.YD.	SEPTEMBER 1 TO MARCH 1	GROUND PREPARATION REQUIRED ON AREAS TO RECEIVE SOLID SODDING OR PLANTINGS, AS APPLICABLE.
907—213—A001	AGRICULTURAL LIMESTONE	3 TONS/ACRE	MARCH 1 TO SEPTEMBER 1	3 TONS/ACRE	SEPTEMBER 1 TO MARCH 1	LIMESTONE SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING.
213—B003	COMBINATION FERTILIZER (8—24—24)	1000 LBS./ACRE	MARCH 1 TO SEPTEMBER 1	1000 LBS./ACRE	SEPTEMBER 1 TO MARCH 1	FERTILIZER SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING.
216—B001	SOLID SODDING, CENTIPEDE	SQ.YD.	MARCH 1 TO DECEMBER 1	SQ.YD.	SEPTEMBER 1 TO MARCH 1	APPLY TO ALL DISTURBED AREAS
219—A001	WATERING	20 GALS/S.Y. (EST.)	MARCH 1 TO SEPTEMBER 1	20 GALS/S.Y. (EST.)	SEPTEMBER 1 TO MARCH 1	TO BE USED AS DIRECTED
220—A001	INSECT PEST CONTROL	PER ACRE	_____	PER ACRE	_____	SEE SECTION 220.

① ALL AREAS THAT HAVE BEEN VEGETATED, UNDER THIS CONTRACT FOR AT LEAST (60) SIXTY DAYS, SHALL RECEIVE ADDITIONAL APPLICATION(S) OF FERTILIZER(S) OF THE TYPE(S) AND RATE(S) OF APPLICATIONS AS DETERMINED BY SOIL TESTS OR AS DIRECTED DURING THE GROWING SEASONS THE CONTRACT IS IN FORCE. GROUND PREPARATION WILL NOT BE REQUIRED FOR THE ADDITIONAL APPLICATIONS. NO EXTRA PAYMENT WILL BE MADE FOR ALL FERTILIZERS ACCEPTABLY APPLIED AS AN ADDITIONAL APPLICATION(S).

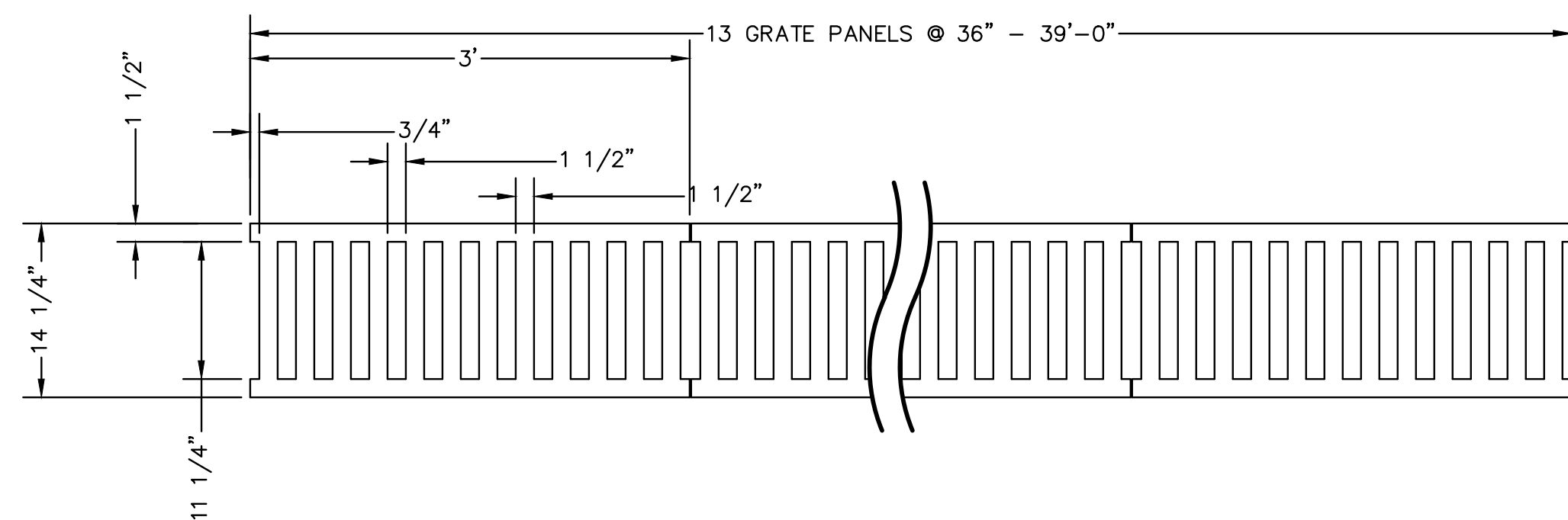
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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 7856.001					
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					SCALE: N.T.S.					
					SURVEYED BY: SHOWS, DEARMAN & WAITS					
					DSGN: GPC	DATE: 06/2016				
					DRWN: GPC	DATE: 06/2016				
					CHKD:	DATE:				
					QA/QC:	DATE:				
								VS-1	27	



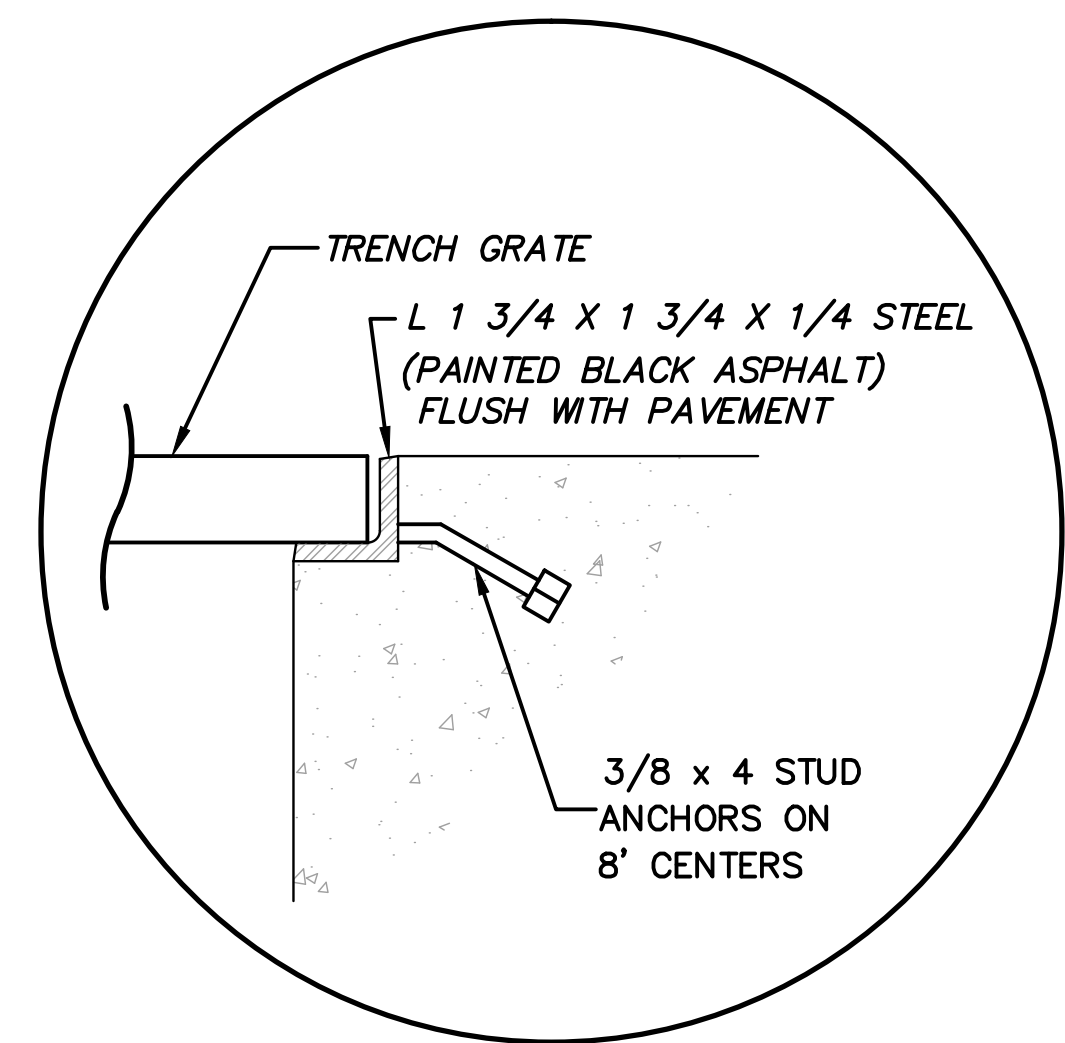
TRENCH DRAIN PROFILE
NOT TO SCALE

NOTES:

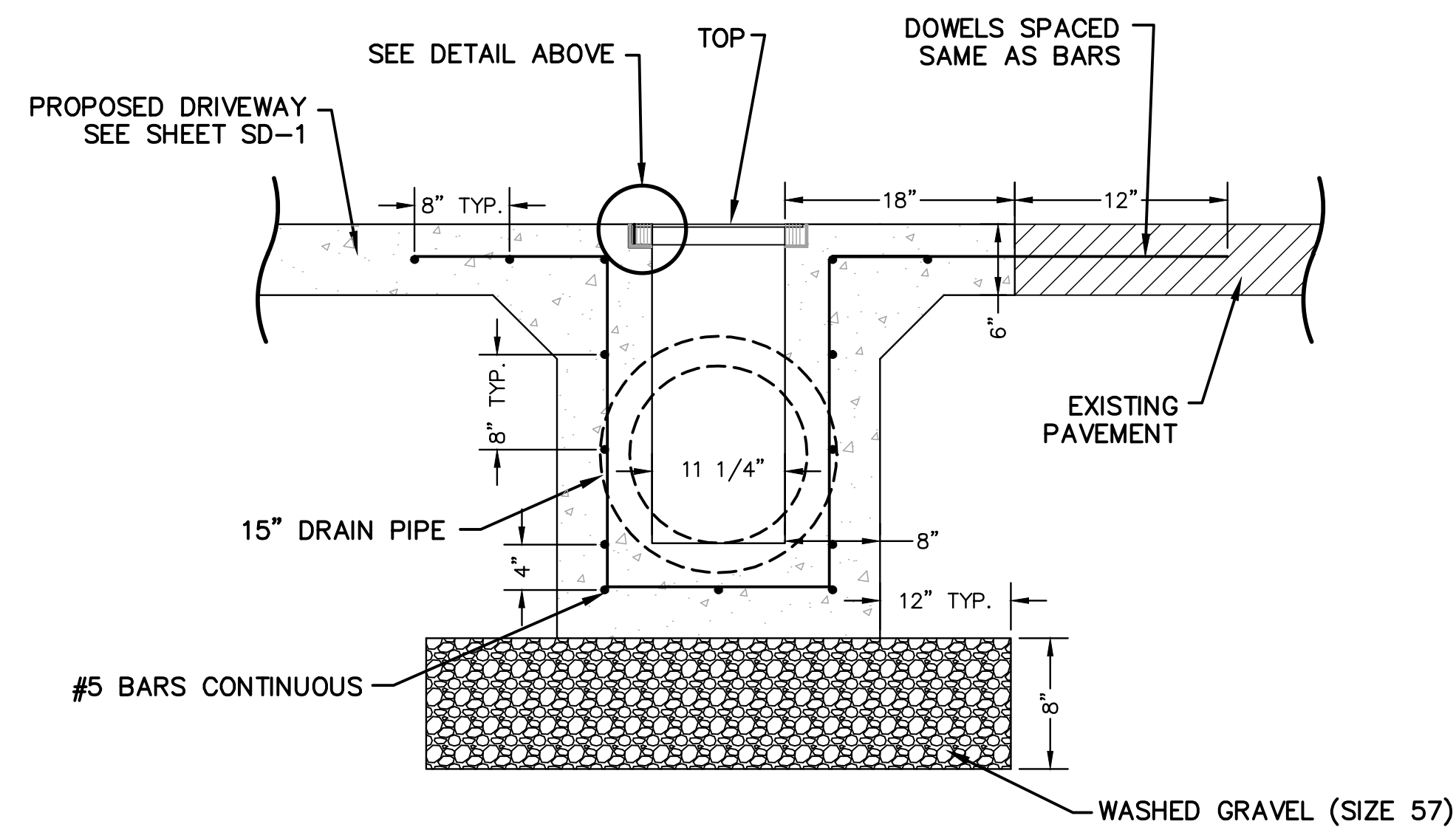
1. CONCRETE FOR TRENCH DRAIN SHALL BE CLASS "B" CONCRETE AND SHALL MEET THE REQUIREMENTS OF SECTION 804. REINFORCING STEEL SHALL BE SIZE #5 BARS AND MEET THE REQUIREMENTS OF SECTION 602.
2. SEE SHEET JB-1 FOR REINFORCING STEEL LAYOUT FOR JUNCTION BOX. JUNCTION BOX SHALL BE PAID FOR UNDER TRENCH DRAINS.
3. ALL CONCRETE SHALL BE PLACED IN A MONOLITHIC POUR BETWEEN STRUCTURES AND WITH ADJOINING DRIVEWAY PAVEMENT.
4. BEDDING SHALL BE SIZE 57 WASHED GRAVEL AND MEET THE REQUIREMENTS OF SECTION 703.03.
5. TRENCH DRAINS SHALL BE MEASURED PER LINEAR FOOT AND SHALL INCLUDE FABRICATING, FURNISHING, AND INSTALLING THE TRENCH DRAIN COMPONENTS, FURNISHING AND INSTALLING CONNECTIONS TO OTHER STRUCTURES, ALL CONCRETE, REINFORCEMENT, EXCAVATION, BACKFILL, BEDDING, SATISFACTORY DISPOSAL OF SURPLUS MATERIALS, AND ALL EQUIPMENT, TOOLS, LABOR, AND INCIDENTALS NECESSARY TO COMPLETE THE WORK.



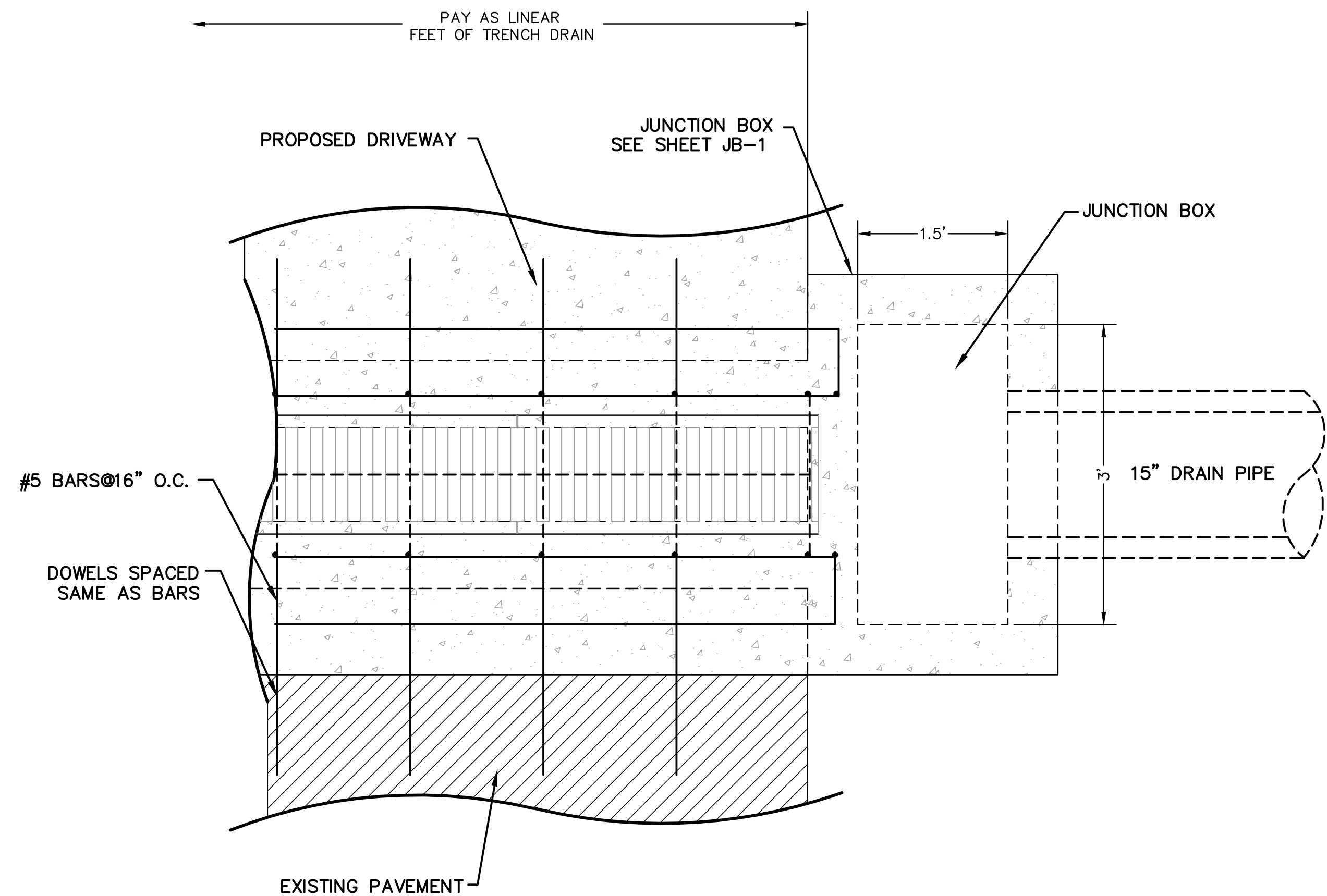
TRENCH DRAIN GRATE PLAN VIEW
NOT TO SCALE



TRENCH GRATE FRAME DETAIL
NOT TO SCALE

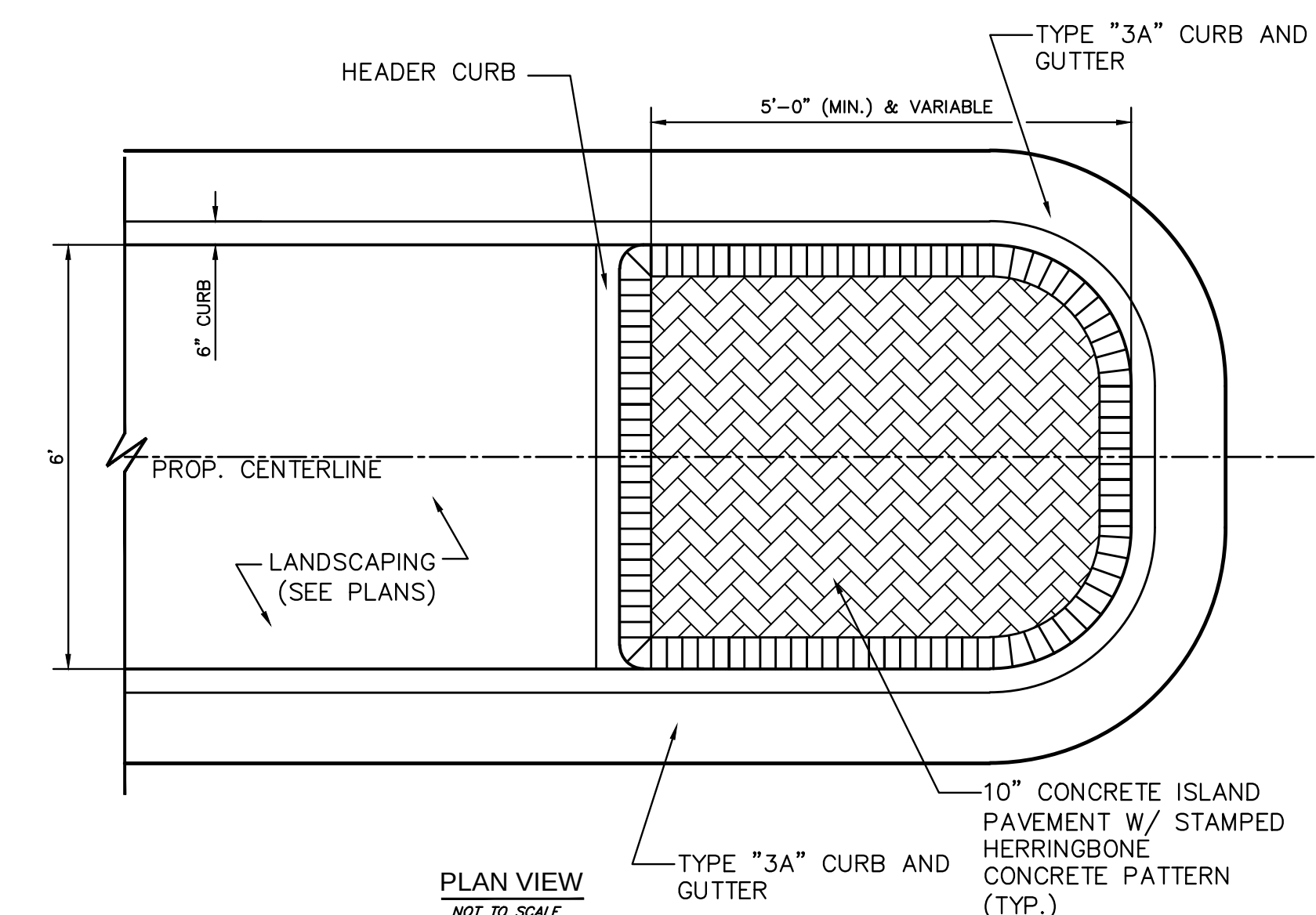
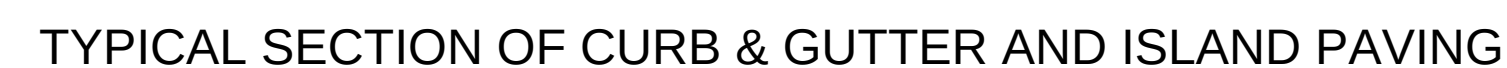


TRENCH DRAIN SECTION VIEW
NOT TO SCALE



TRENCH DRAIN PLAN VIEW
NOT TO SCALE

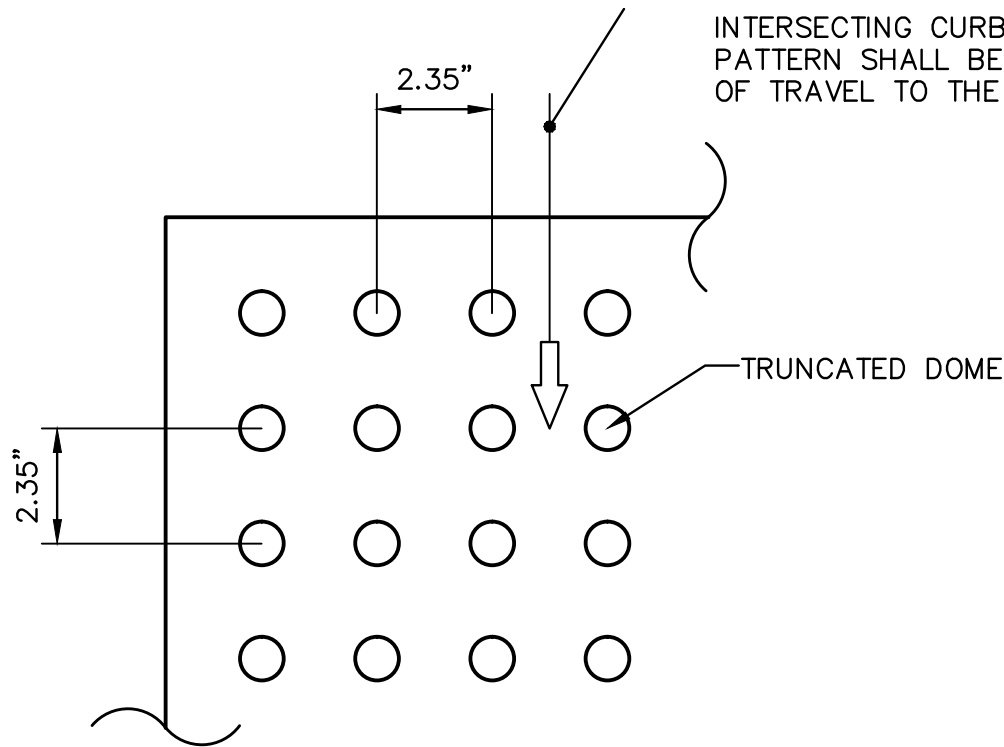
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	NO.	DATE	BY	DESCRIPTION	FILENAME: Drain_Det.DWG				
					SCALE: N.T.S.				
					SURVEYED BY: SHOWS, DEARMAN & WAITS				
					DSGN: GPC DATE: 06/2016				
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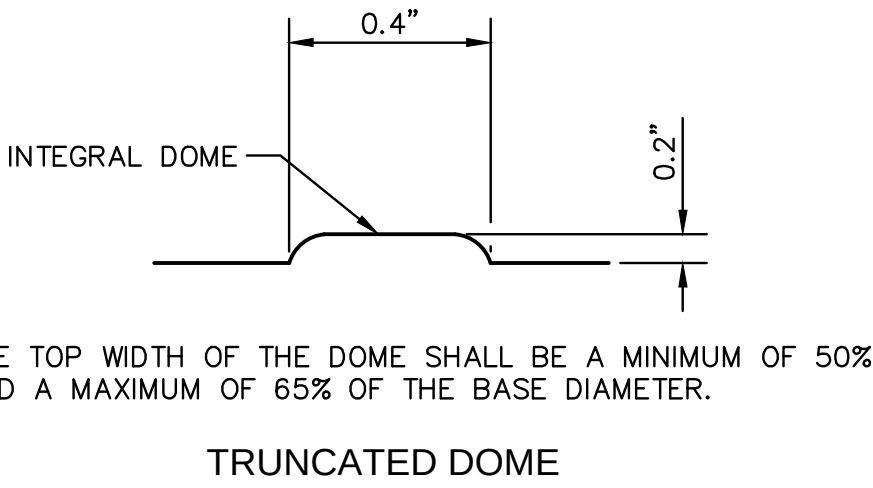
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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 7856.001	
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					SCALE: N.T.S.	
					SURVEYED BY: SHOWS, DEARMAN & WAITS	
					DSGN: GPC	DATE: 06/2016
					DRWN: GPC	DATE: 06/2016
					CHKD:	DATE:
					QA/QC:	DATE:
FOURTH STREET ROADWAY IMPROVEMENT PROJECT-PHASE II PROJECT NO. HPP-7194-00(003) LPA/105845-801000 CITY OF HATTIESBURG FORREST COUNTY, MS						
NEEL-SCHAFFER <i>Solutions you can build upon</i>						
MISCELLANEOUS DETAILS						
WORKING NUMBER: DET-3			DRAWING NUMBER: 30			

NOTES:

1. LOCATION AND TYPE OF CURB RAMP SHALL BE AS SHOWN ON THE PLANS OR AS DIRECTED.
2. THE CURB RAMP SHALL BE PAID AS SIDEWALK.
3. ALL RAMP SLOPES SHALL NOT BE STEEPER THAN 12:1
4. DETECTABLE WARNINGS ARE REQ'D AT ALL STREET CROSSINGS.
5. TRUNCATED DOMES SHALL BE ALIGNED ON A SQUARE GRID IN THE PREDOMINATE DIRECTION OF TRAVEL ON THE RAMP TO ALLOW WHEELS TO ROLL BETWEEN DOMES.
6. DETECTABLE WARNINGS SHALL BE INCLUDED AT EVERY COMMERCIAL DRIVEWAY CROSSING. DETECTABLE WARNINGS ARE NOT REQUIRED FOR RESIDENTIAL DRIVEWAYS.

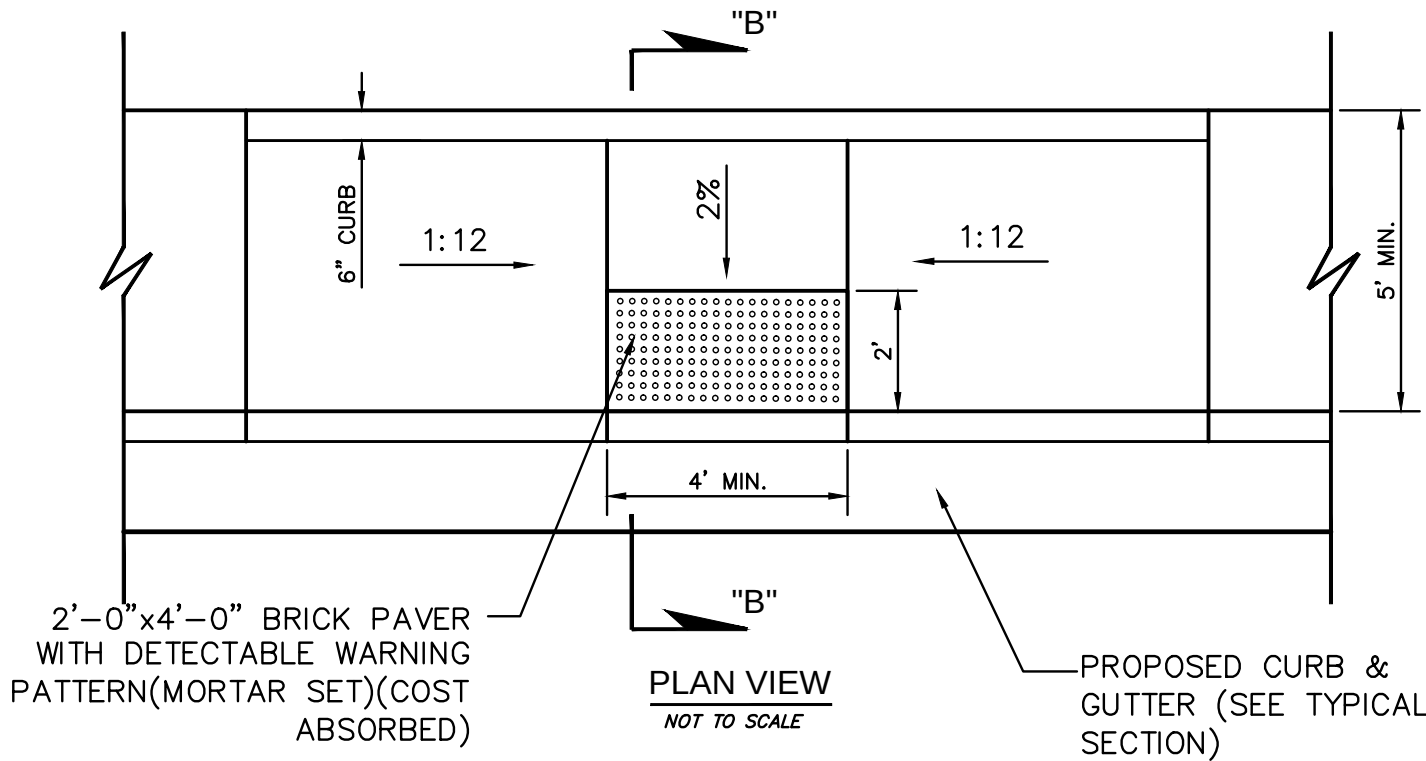


PLAN VIEW

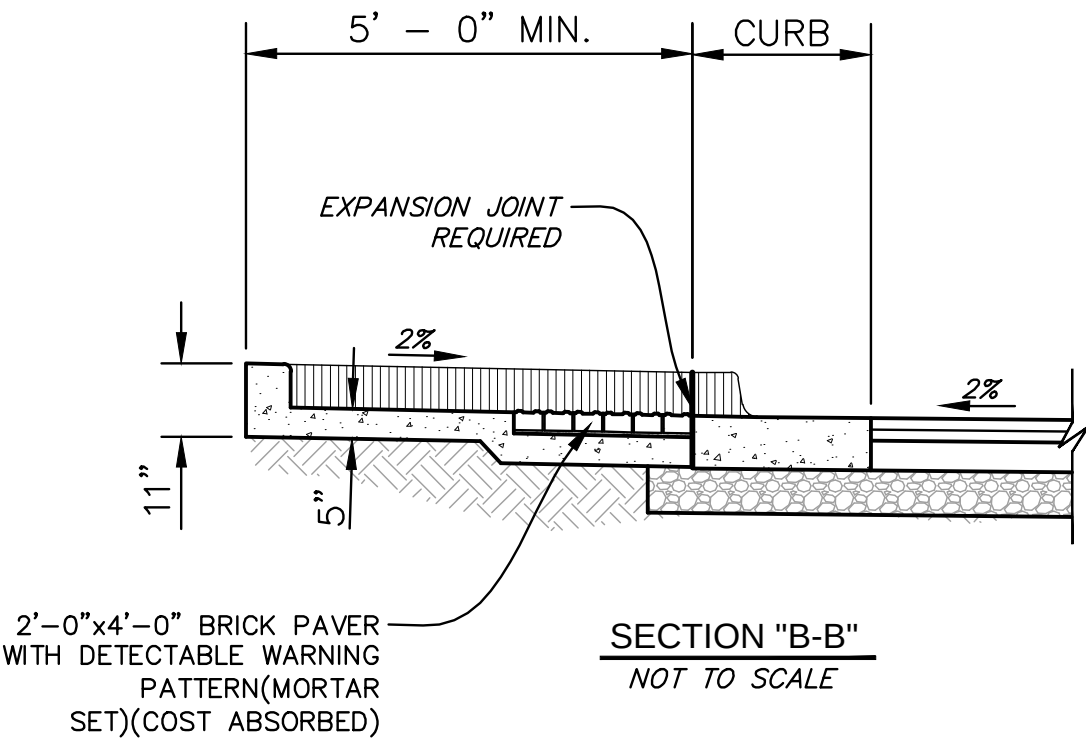


ALL SIDEWALK CURB RAMP SHALL HAVE DETECTABLE WARNING SURFACES THAT EXTEND THE FULL WIDTH OF THE RAMP AND IN THE DIRECTION OF TRAVEL 2 FEET (24 INCHES).

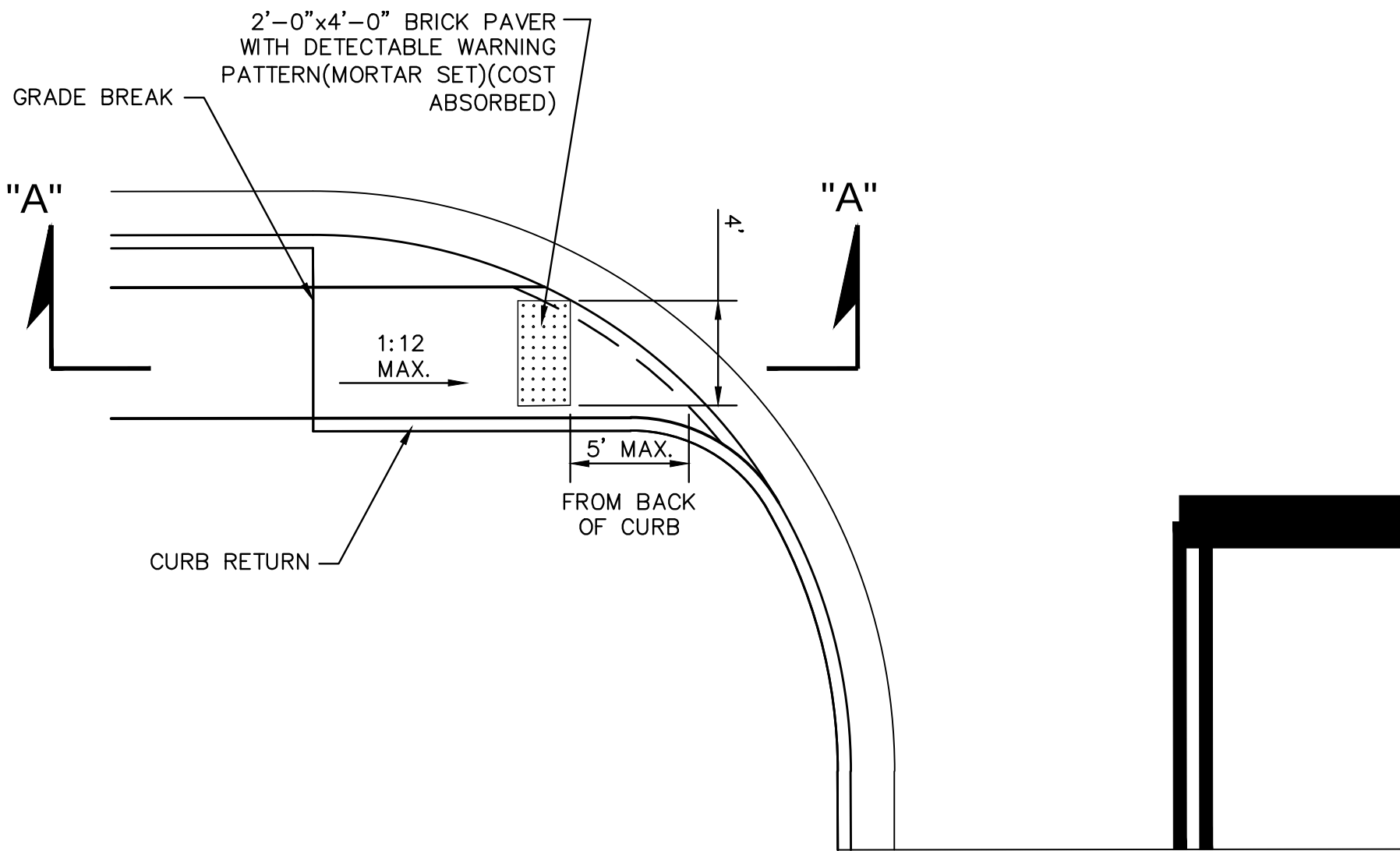
CURB RAMP DETECTABLE WARNING DETAIL
N.T.S.



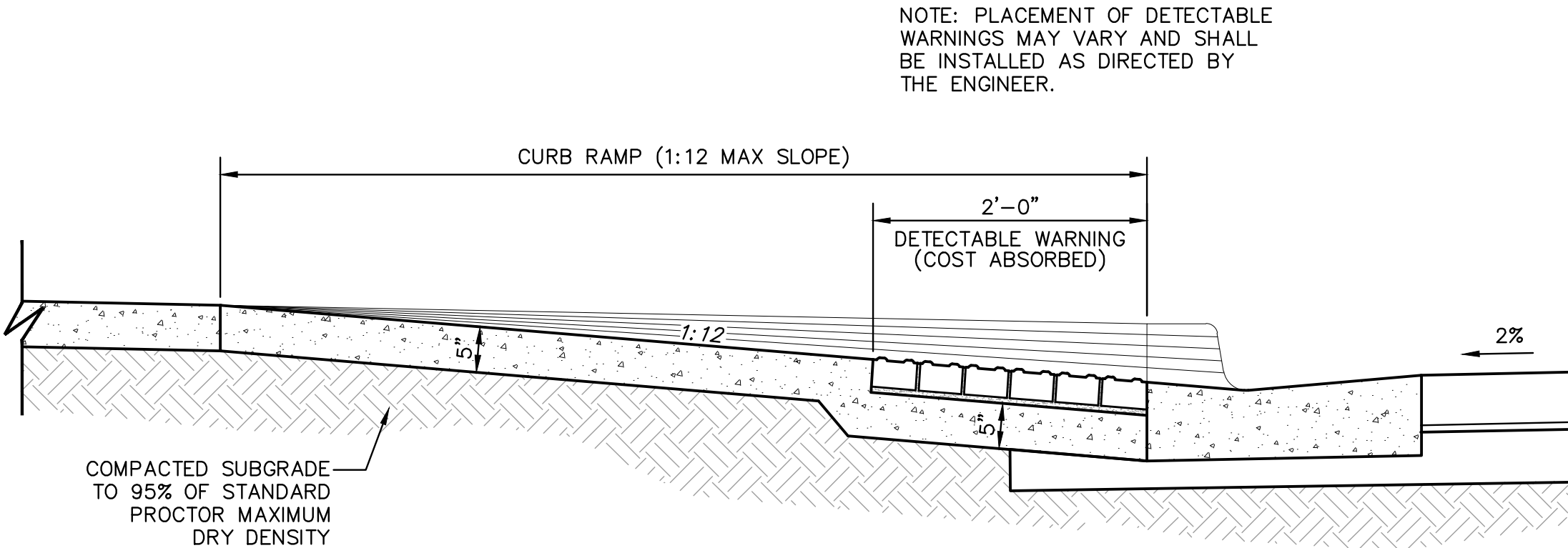
TYPICAL PARALLEL TYPE CURB CUT RAMP DETAILS
NOT TO SCALE



SECTION "B-B"
NOT TO SCALE



TYPICAL CURB-RETURN HANDICAP RAMP DETAIL
NOT TO SCALE



SECTION "A-A"
N.T.S.

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.: 7856.001	
				FILENAME: Drain_Det.DWG	
				SCALE: N.T.S.	
				SURVEYED BY: SHOWS, DEARMAN & WAITS	
				DSGN: GPC	DATE: 06/2016
				DRWN: GPC	DATE: 06/2016
				CHKD:	DATE:
				QA/QC:	DATE:

FOURTH STREET
ROADWAY IMPROVEMENT PROJECT-PHASE II
PROJECT NO. HPP-7194-00(003) LPA/105845-801000

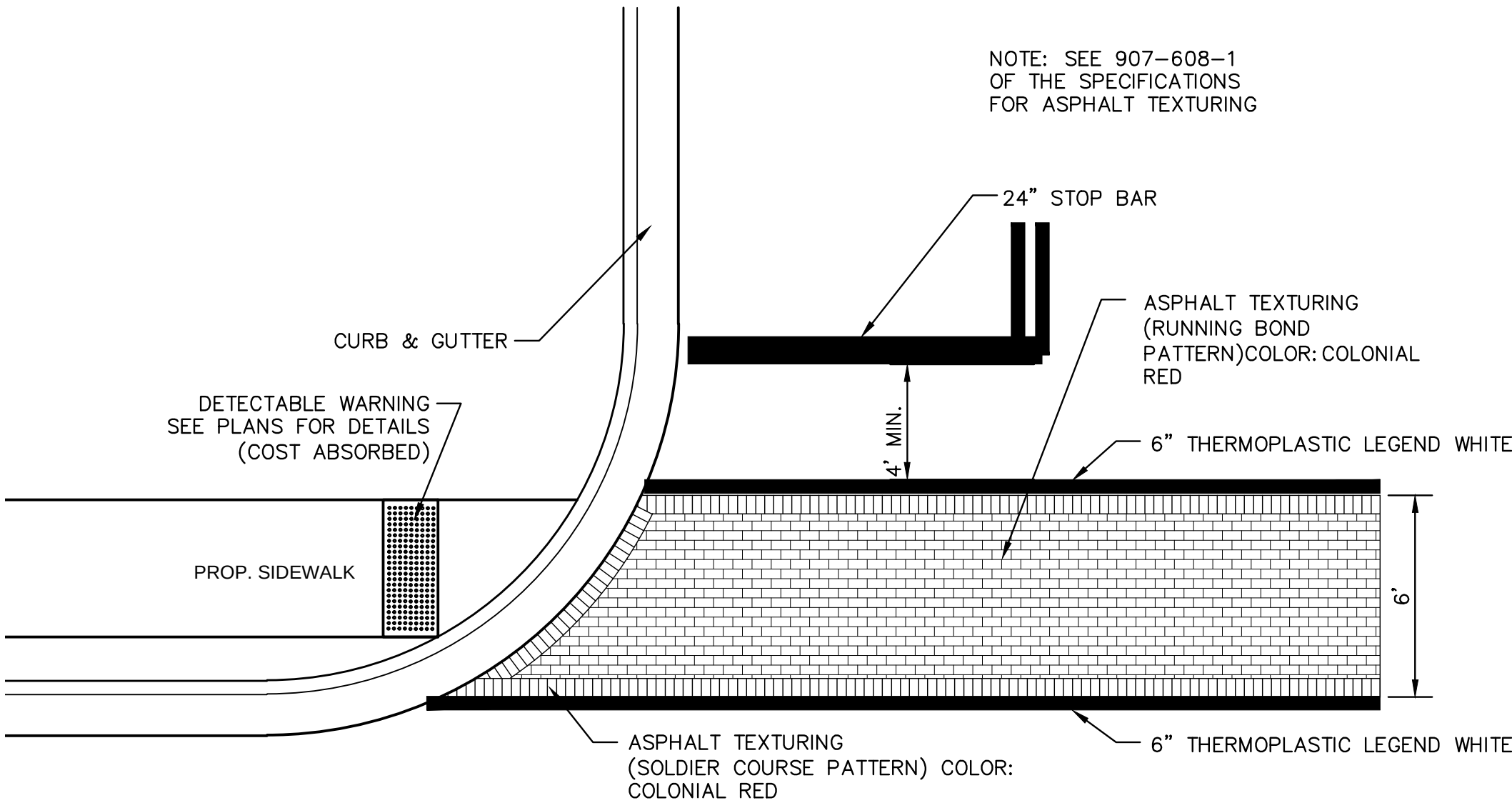
CITY OF HATTIESBURG
FORREST COUNTY, MS



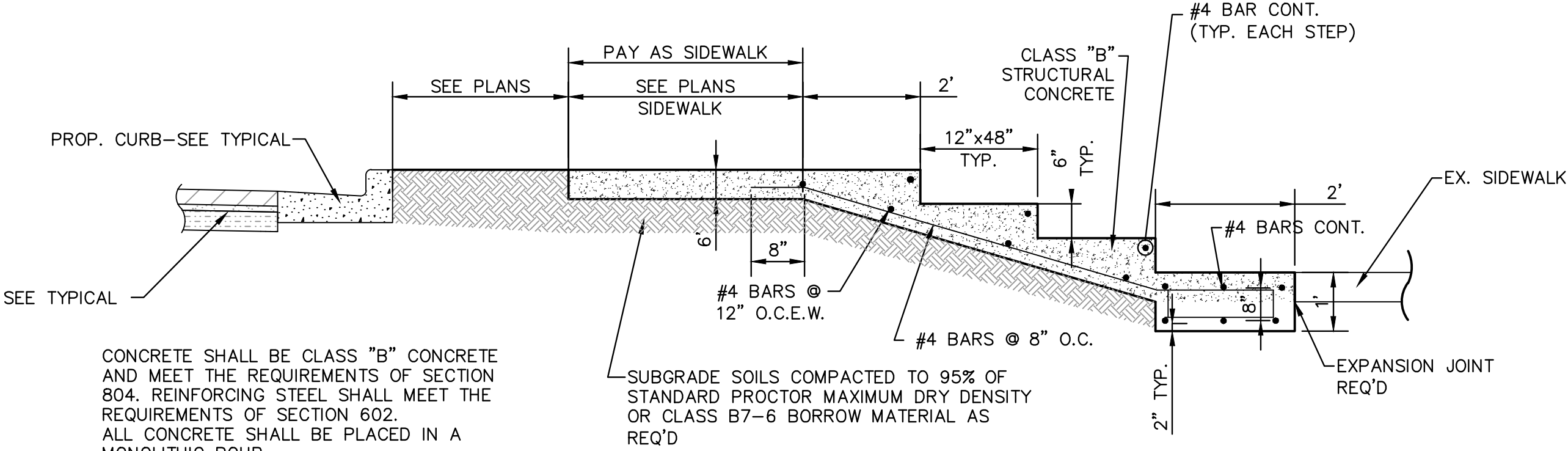
MISCELLANEOUS DETAILS

WORKING NUMBER:
DET-4

DRAWING NUMBER:
31



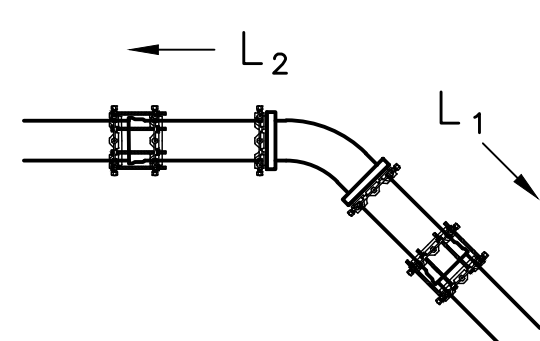
TYPICAL CROSSWALK STRIPING
N.T.S.



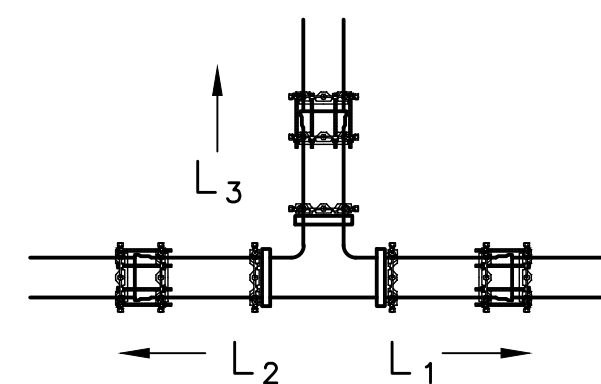
STAIR DETAILS
NOT TO SCALE

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		FOURTH STREET ROADWAY IMPROVEMENT PROJECT-PHASE II PROJECT NO. HPP-7194-00(003) LPA/105845-801000 CITY OF HATTIESBURG FORREST COUNTY, MS		MISCELLANEOUS DETAILS	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 7856.001				WORKING NUMBER:	DRAWING NUMBER:
					FILENAME: Drain_Det.DWG				DET-5	32
					SCALE: N.T.S.					
					SURVEYED BY: SHOWS, DEARMAN & WAITS					
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					DRWN: GPC	DATE: 06/2016				
					CHKD:	DATE:				
				QA/QC:	DATE:					

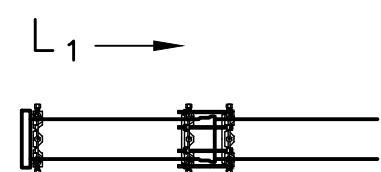
NOTE:
JOINT RESTRAINTS REQUIRED ON ALL JOINTS.



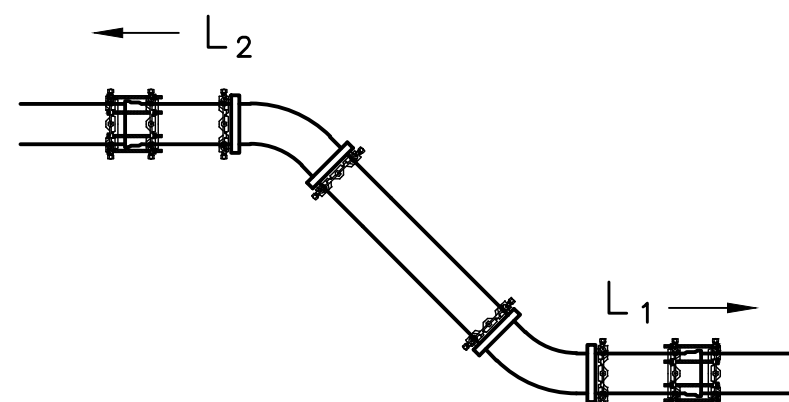
HORIZONTAL BEND



TEE CONNECTION



DEAD END



VERTICAL BEND

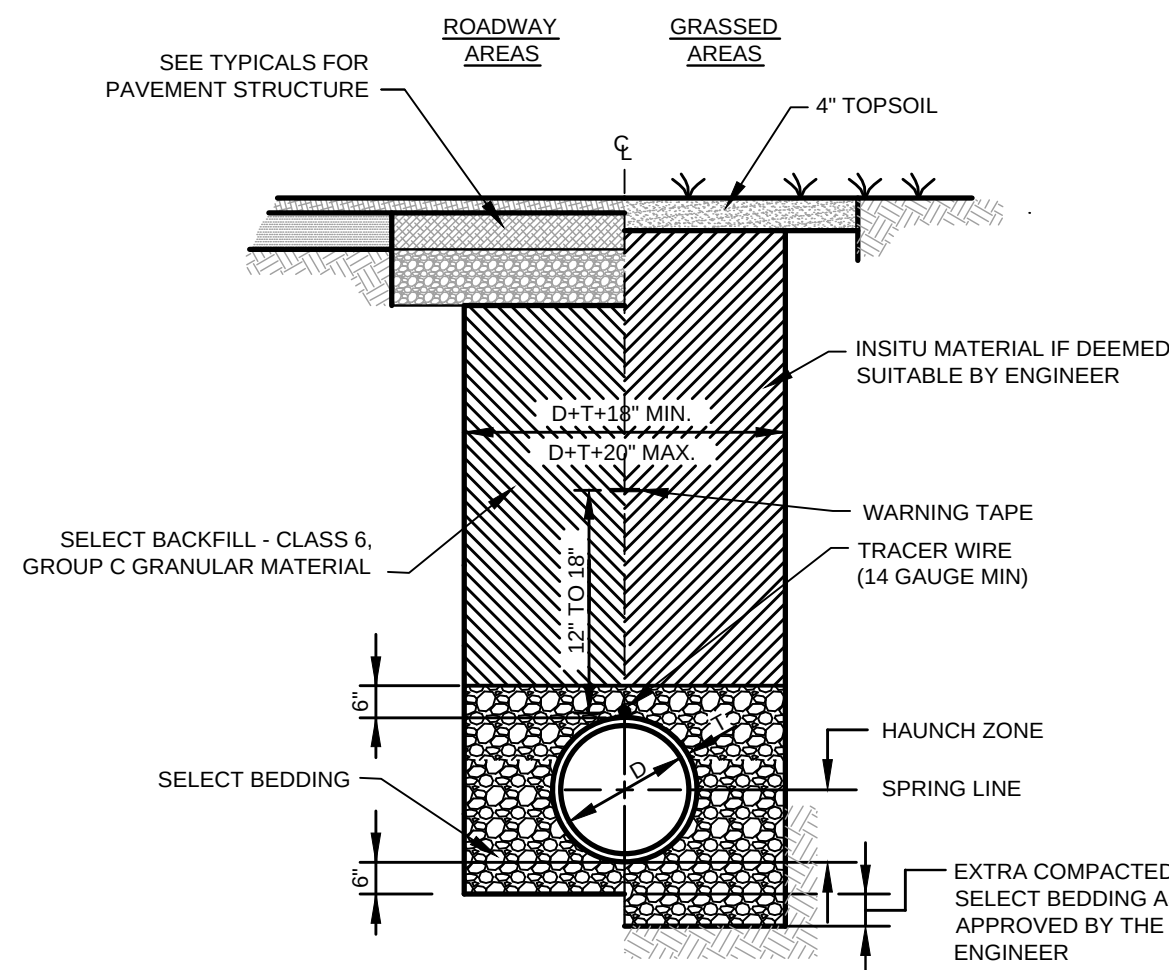
RESTRAINING LENGTHS FOR JOINT RESTRAINTS									
	12" PIPE			8" PIPE			6" PIPE		
	L ₁	L ₂	L ₃	L ₁	L ₂	L ₃	L ₁	L ₂	L ₃
HORIZONTAL RESTRAINTS									
90° ELBOW	45'	45'		33'	33'		25'	25'	
45° ELBOW	19'	19'		14'	14'		11'	11'	
22 1/2° ELBOW	9'	9'		7'	7'		5'	5'	
11 1/4° ELBOW	5'	5'		4'	4'		3'	3'	
DEAD END	102'			72'			55'		
TEE 6" BRANCH	3'	3'	27'	3'	3'	38'	3'	3'	43'
8" BRANCH	3'	3'	49'	3'	3'	59'	3'	3'	64'
12" BRANCH	3'	3'	87'	3'	3'	96'	3'	3'	100'
VERTICAL RESTRAINTS									
45° ELBOW	10'	43'		7'	30'		6'	23'	
22 1/2° ELBOW	5'	21'		4'	15'		3'	11'	
11 1/4° ELBOW	3'	11'		2'	8'		2'	6'	

NOTE: MINIMUM RESTRAINED LENGTHS AS SHOWN ARE BASED ON THE FOLLOWING CONDITIONS,
PIPE: CLASS DR 18 C-900 PVC, SOIL TYPE: SILTY SAND, TEST PRESSURE: 150 PSI, SAFETY
FACTOR: 1.5 TO 1, DEPTH OF BURY: 3 FT. TRENCH TYPE: AS SPECIFIED IN THE CONTRACT
DRAWINGS FOR PVC WATER MAIN. TEE FITTING PIPE JOINT MINIMUM LENGTH: 3 FEET. IF
THESE ARE NOT THE CONDITIONS ENCOUNTERED IN THE FIELD, CONTRACTOR SHOULD
CONTACT PRODUCT REPRESENTATIVE FOR THE REQUIRED RESTRAINT LENGTHS.

WATER MAIN JOINT RESTRAINTS

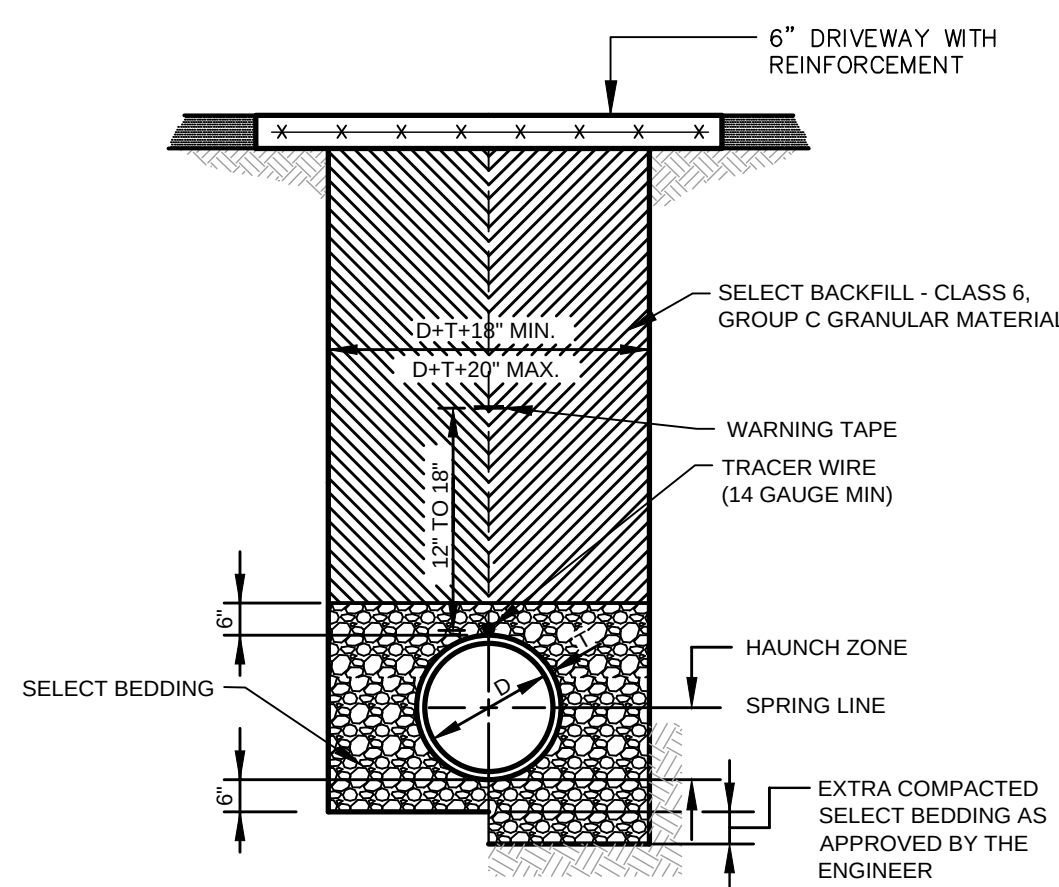
NOT TO SCALE

NOTE:
SELECT BIDDING SHALL BE SIZE
67 WASHED GRAVEL



TYPICAL TRENCH DETAIL FOR UTILITY LINE

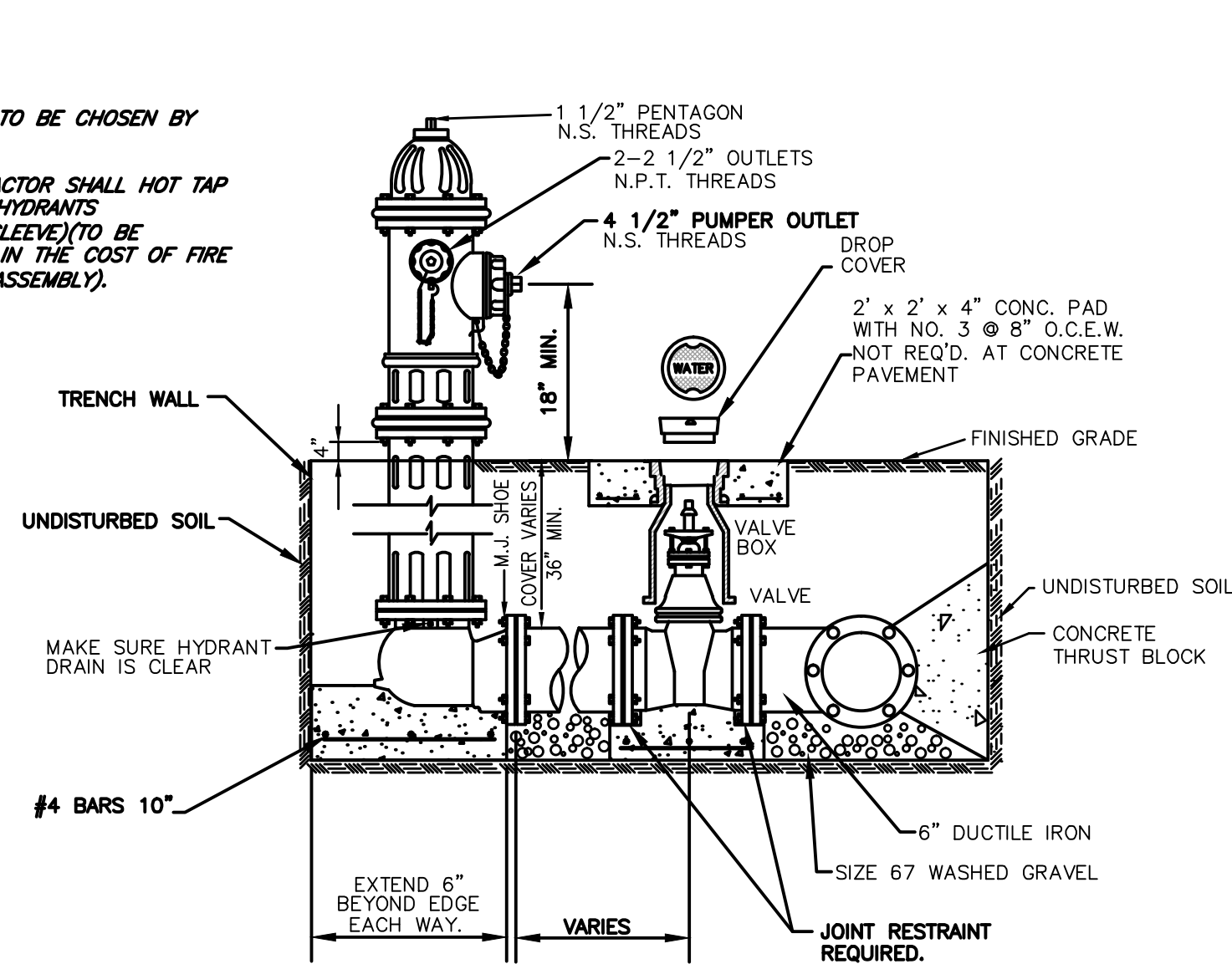
NOT TO SCALE



TYPICAL TRENCH REPAIR IN CONCRETE DRIVEWAY

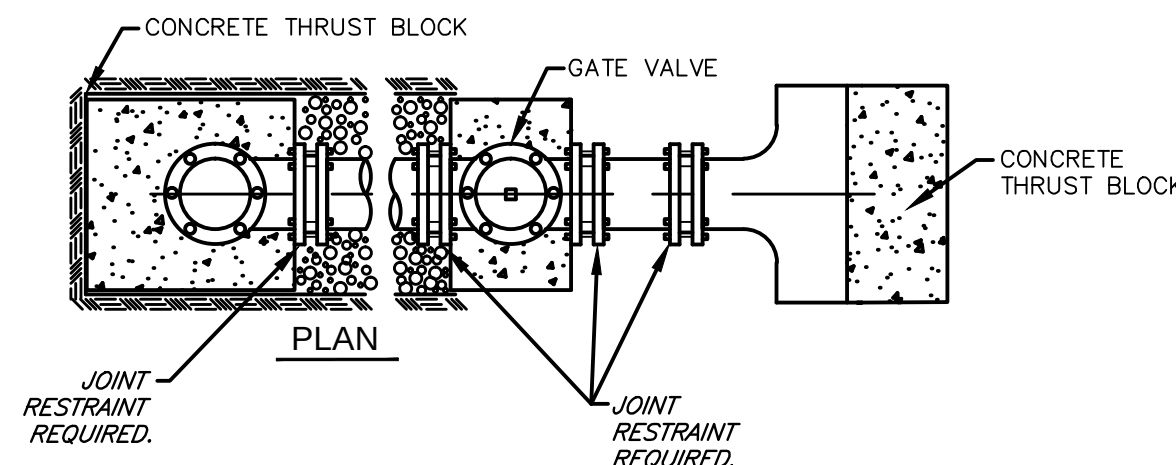
NOT TO SCALE

NOTES:
1. COLOR TO BE CHOSEN BY OWNER.
2. CONTRACTOR SHALL HOT TAP ALL FIRE HYDRANTS (SADDLE/SLEEVE)(TO BE INCLUDED IN THE COST OF FIRE HYDRANT ASSEMBLY).



ELEVATION

NOT TO SCALE

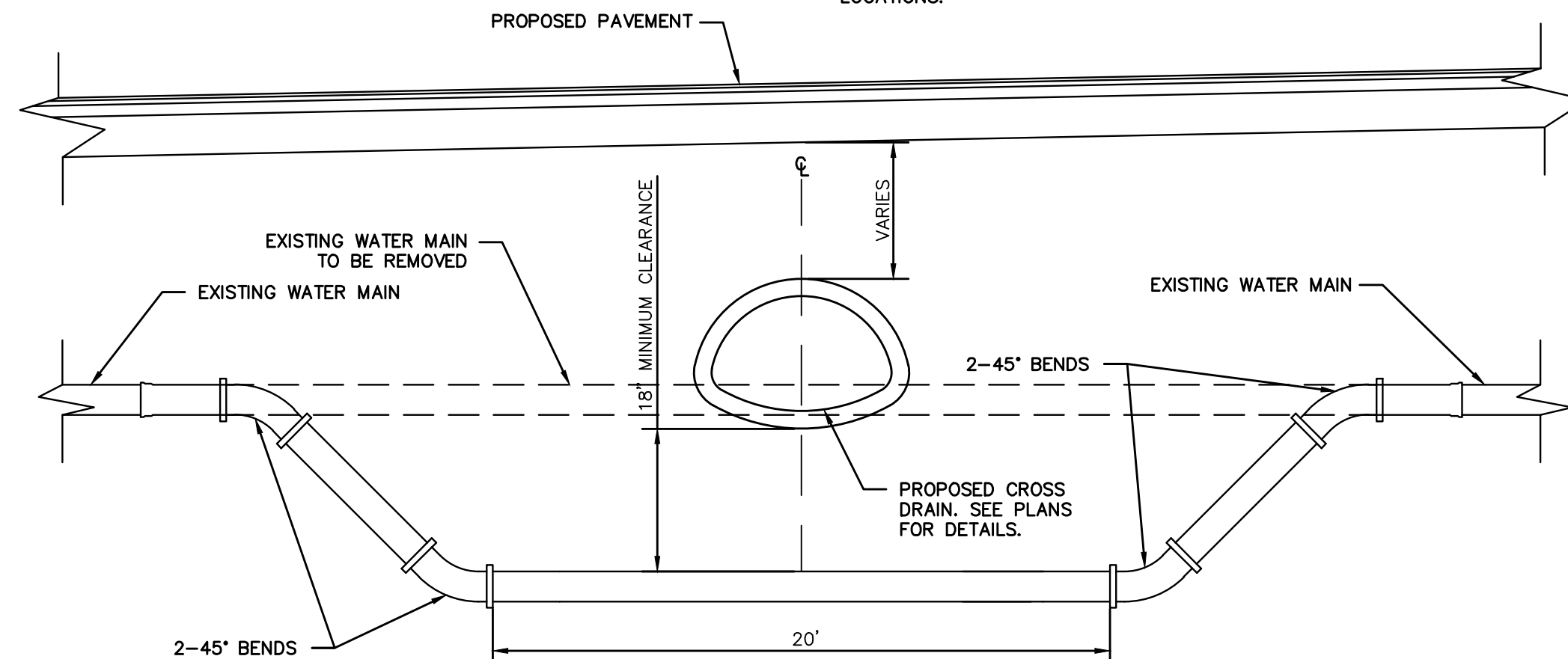


PLAN

TYPICAL FIRE HYDRANT ASSEMBLY INSTALLATION

NOTE: GATE VALVES WILL BE REQUIRED ON ALL FIRE HYDRANT LEGS.
NOT TO SCALE

NOTES
1. SEE DETAIL THIS SHEET FOR JOINT RESTRAINT DETAILS.
2. SEE PLANS FOR POTENTIAL LOCATIONS.



WATER MAIN AT STORM DRAIN CROSSING-TYPICAL SECTION

NOT TO SCALE

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				FILENAME: WATER DET.DWG	
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				SURVEYED BY: SHOWS, DEARMAN & WAITS	
				DSGN: GPC	DATE: 06/2016
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				QA/QC:	DATE:

FOURTH STREET
ROADWAY IMPROVEMENT PROJECT-PHASE II
PROJECT NO. HPP-7194-00(003) LPA/105845-801000

CITY OF HATTIESBURG
FORREST COUNTY, MS

NEEL-SCHAFER
Solutions you can build upon

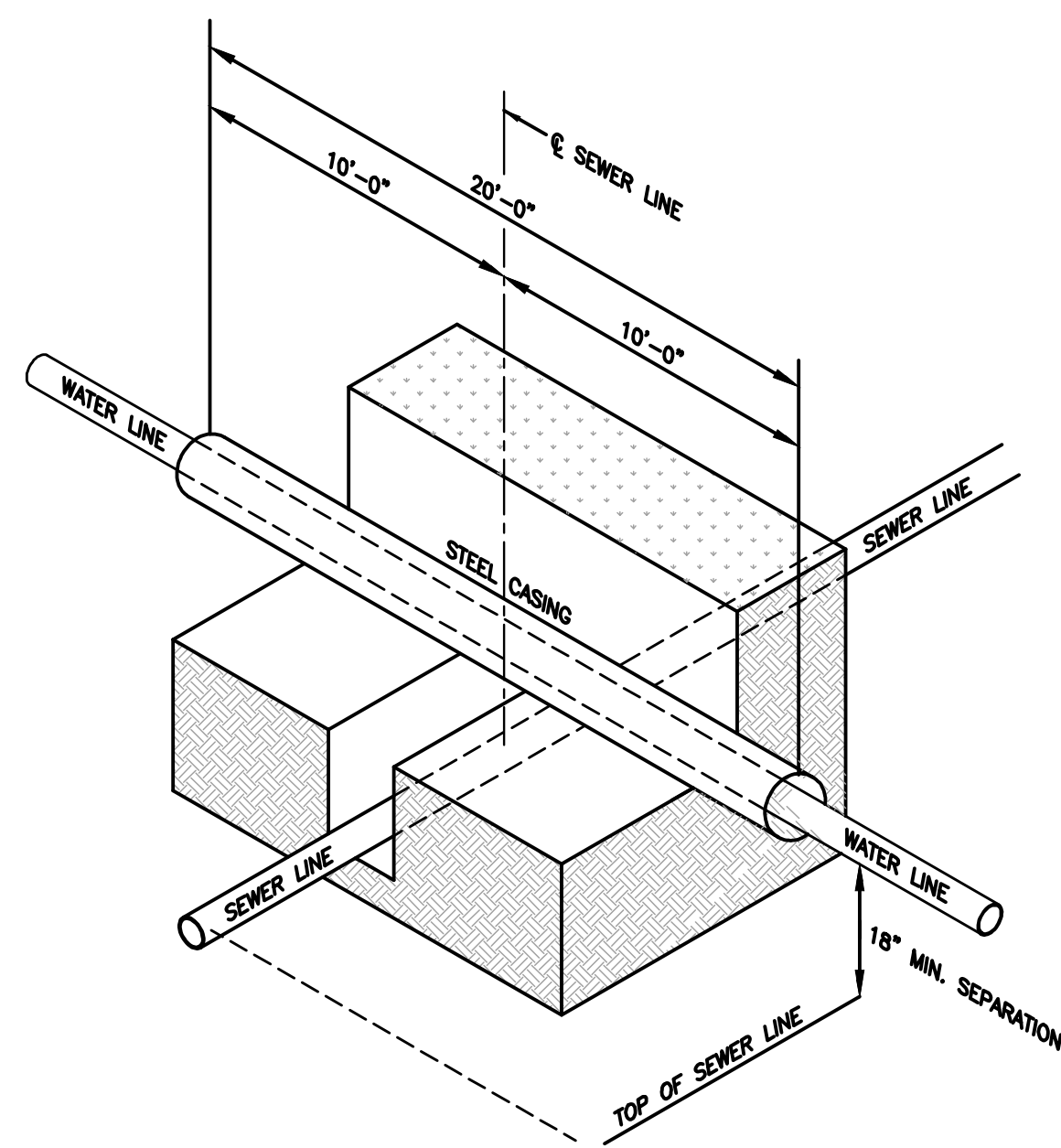
WATER DETAILS

WORKING NUMBER:

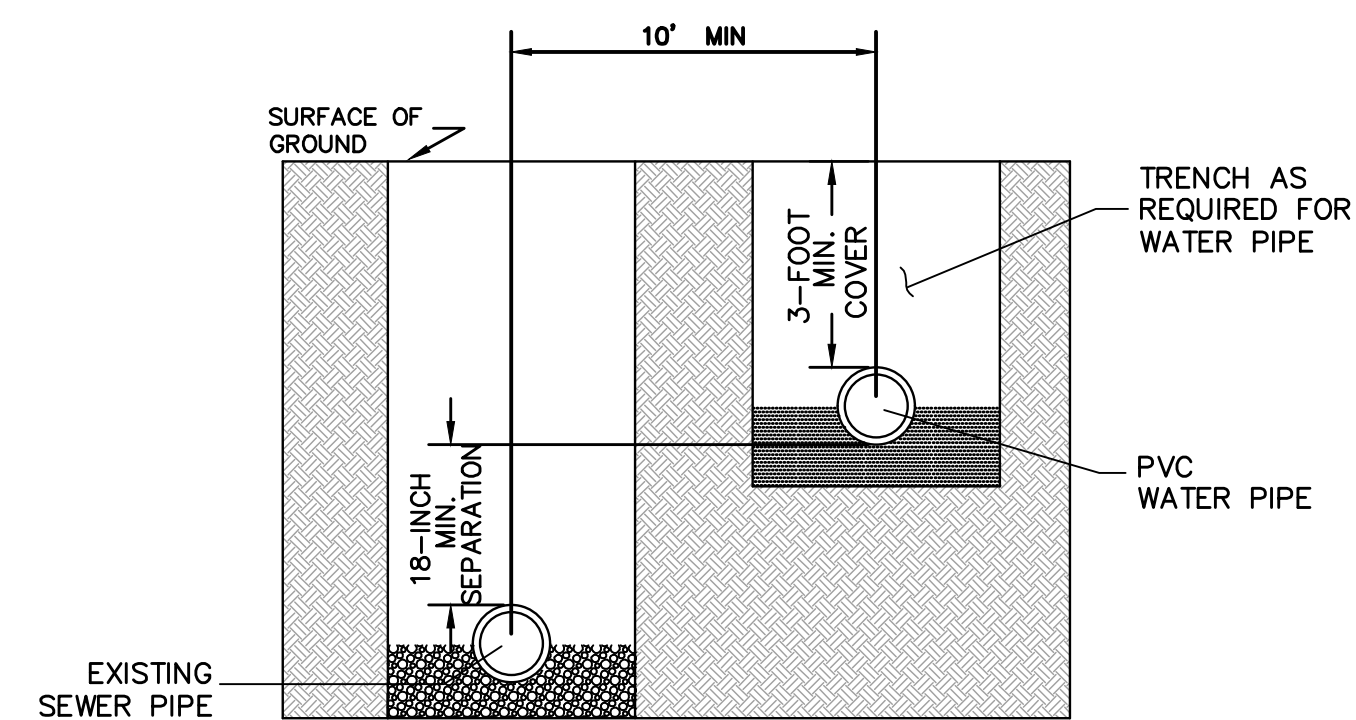
WD-1

DRAWING NUMBER:

33



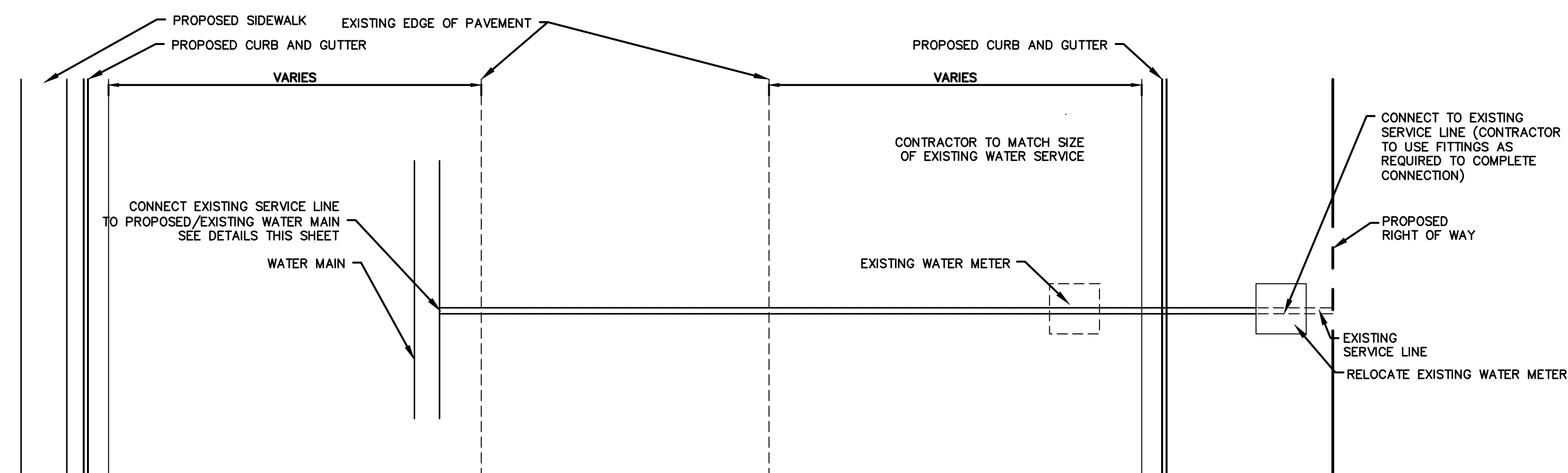
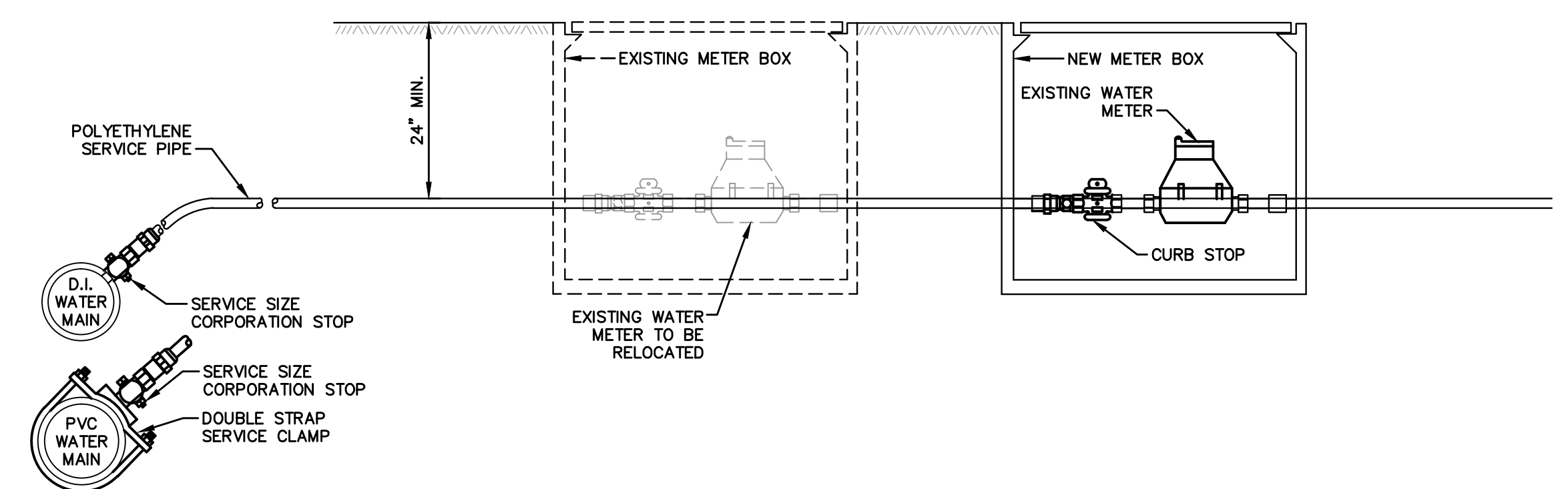
TYPICAL DETAIL FOR WATER LINE AND SEWER LINE CROSSING REQUIREMENTS
NOT TO SCALE



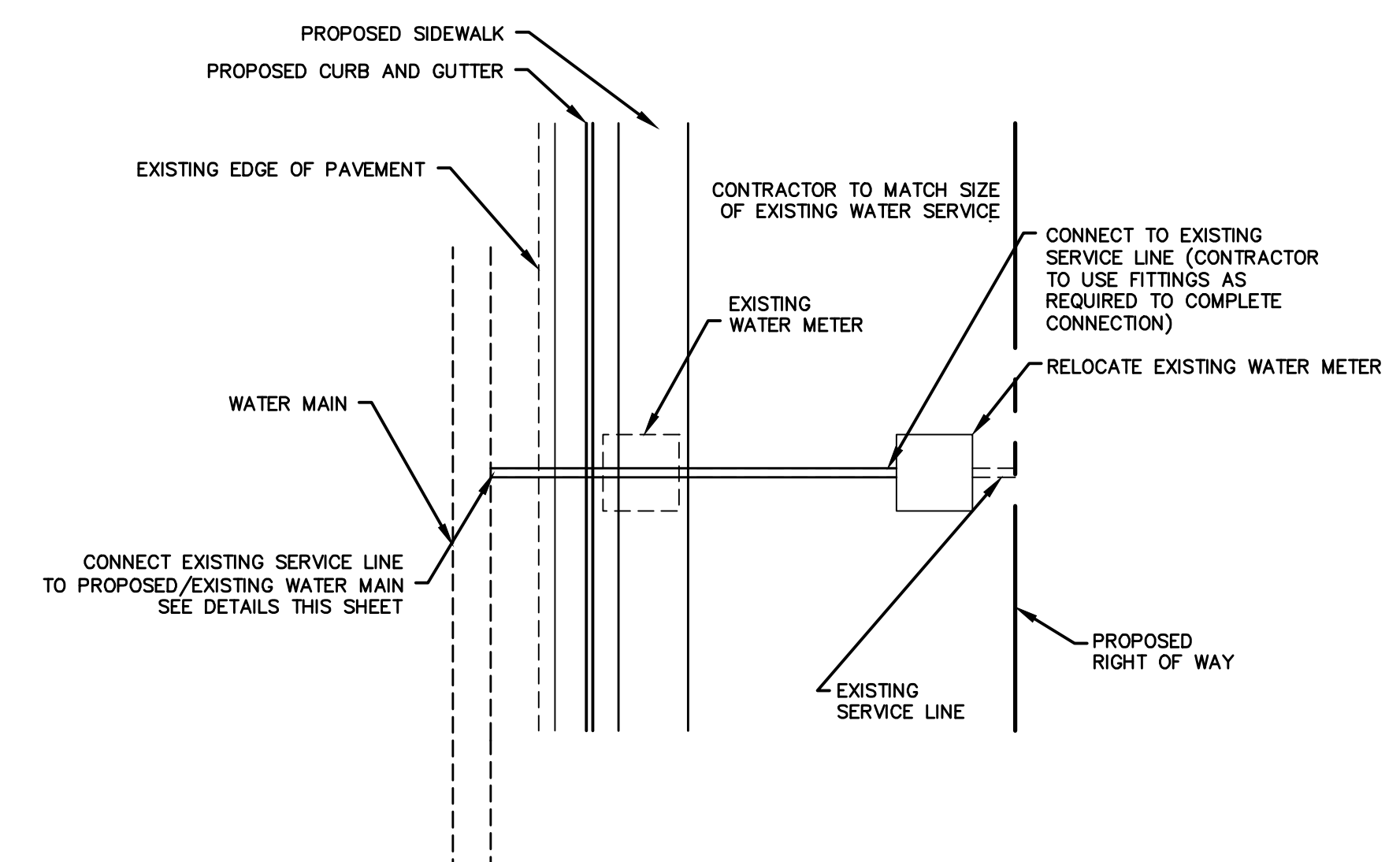
SEPARATION REQUIREMENTS FOR WATER AND SEWER LINES
NOT TO SCALE

NOTES:

1. CONTRACTOR SHALL RELOCATE EXISTING WATER METER AS DIRECTED BY THE ENGINEER AND CITY. CONTRACTOR SHALL DISPOSE OF EXISTING METER BOX (COST ABSORBED).
2. CITY OF HATTIESBURG TO PROVIDE WATER METERS THAT NEED REPLACING. COST OF RELOCATING EXISTING WATER METER OR USING NEW WATER METER SHALL BE INCLUDED IN THE COST OF RELOCATING EXISTING WATER METER.
3. LONG/SHORT SERVICE CONNECTION SHALL BE MEASURED PER EACH AND SHALL INCLUDE FABRICATING, FURNISHING, AND INSTALLING THE WATER METER COMPONENTS, FURNISHING AND INSTALLING CONNECTIONS, RECONNECTION TO WATER MAIN, CURB STOP, CORPORATION STOP, WATER SERVICE LINE, NEW METER BOX, RELOCATION OF EXISTING WATER METER, BORING (LONG SERVICE), EXCAVATION, BACKFILL, BEDDING, SATISFACTORY DISPOSAL OF SURPLUS MATERIALS, AND ALL EQUIPMENT, TOOLS, LABOR, AND INCIDENTALS NECESSARY TO COMPLETE THE WORK.



LONG SERVICE CONNECTION
NOT TO SCALE



SHORT SERVICE CONNECTION
NOT TO SCALE

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FOURTH STREET
ROADWAY IMPROVEMENT PROJECT-PHASE II
PROJECT NO. HPP-7194-00(003) LPA/105845-801000

CITY OF HATTIESBURG
FORREST COUNTY, MS

NEEL-SCHAFER
Solutions you can build upon

WATER DETAILS

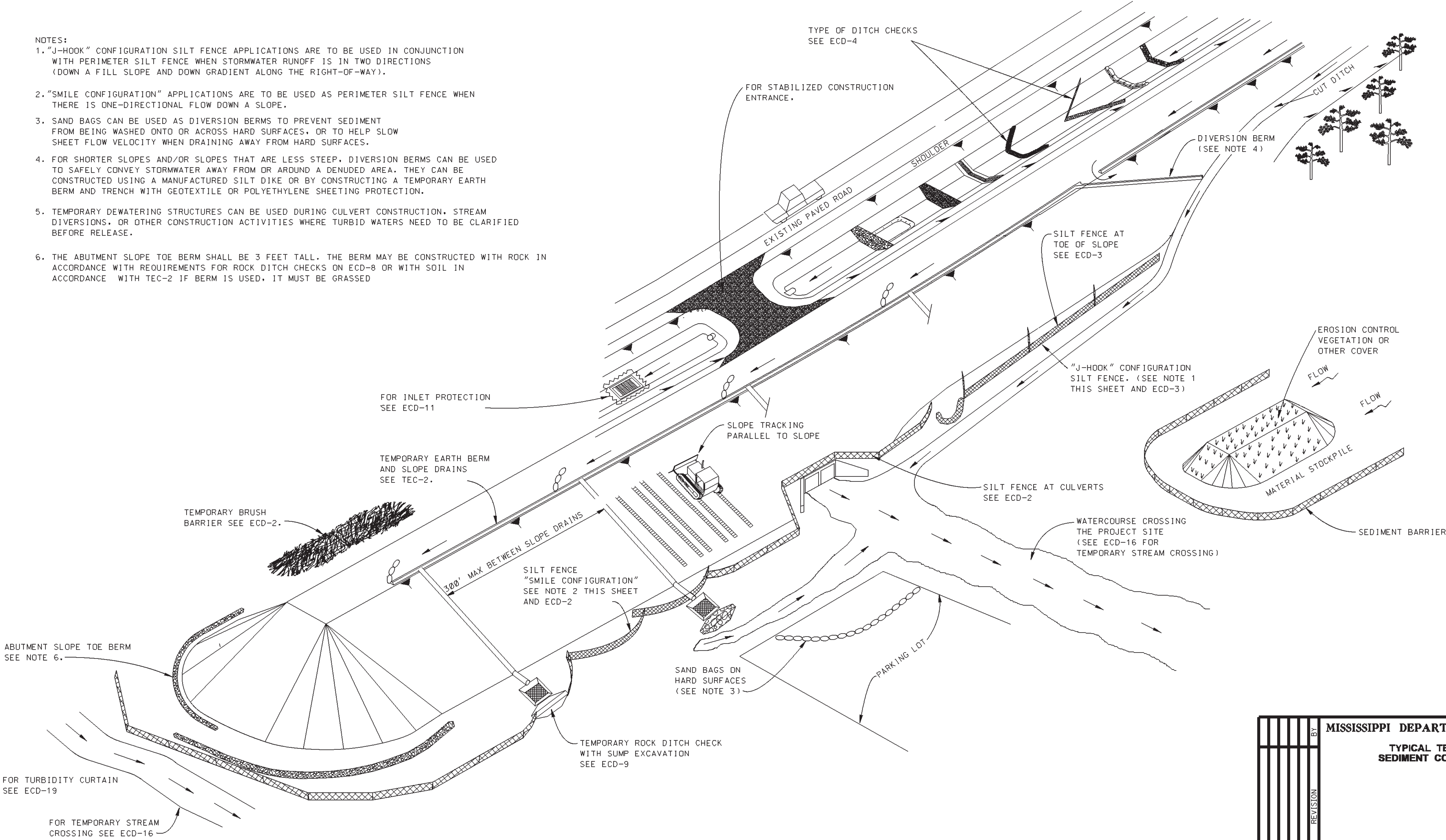
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WD-2

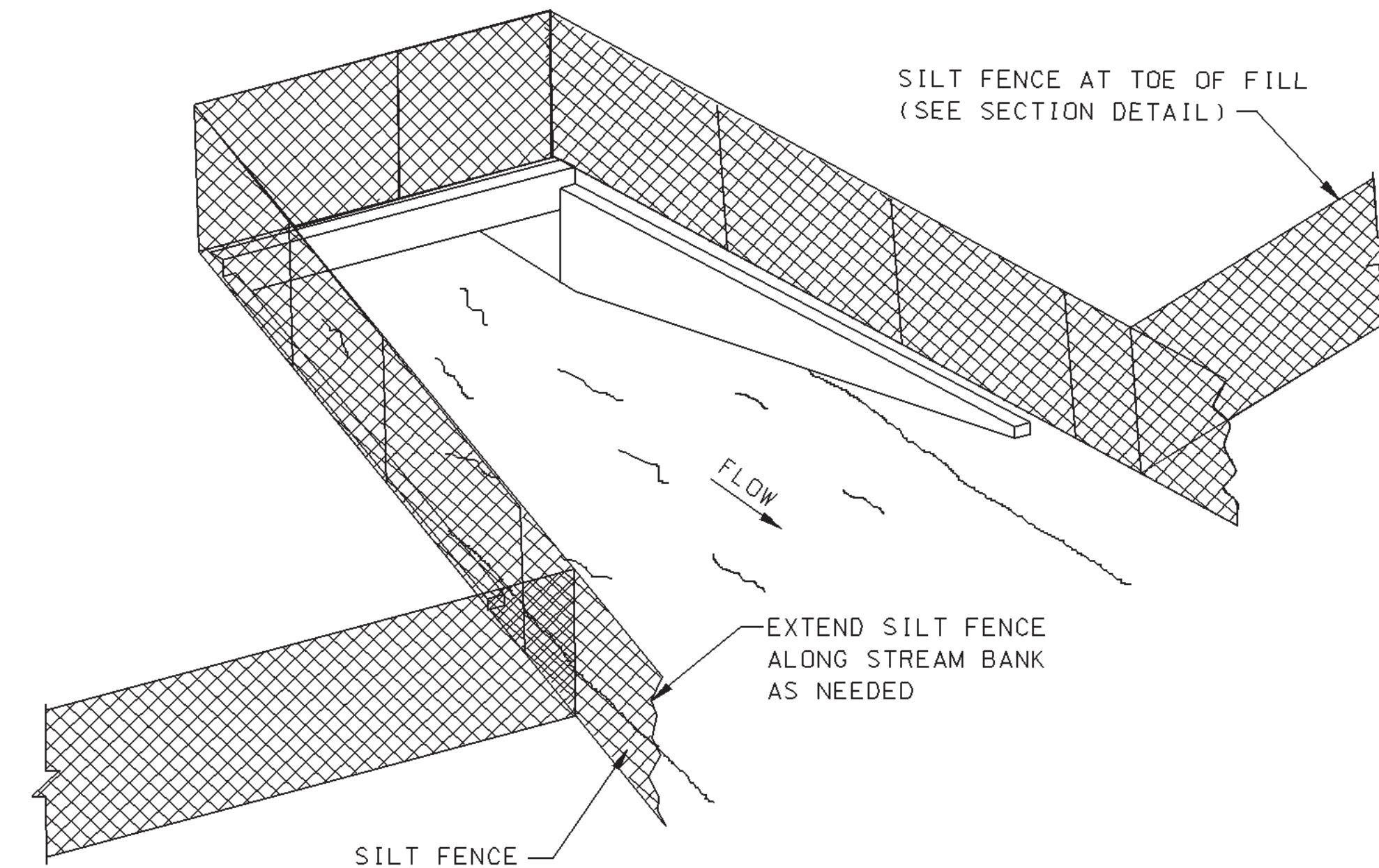
DRAWING NUMBER:

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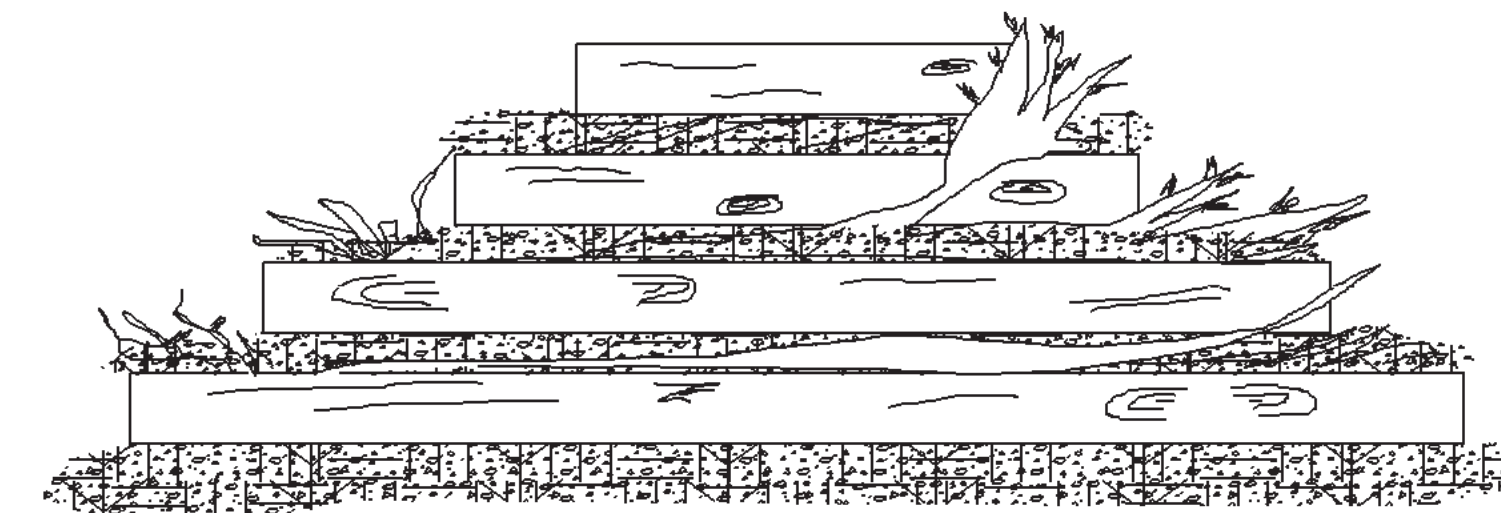
- NOTES:
1. "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS ARE TO BE USED IN CONJUNCTION WITH PERIMETER SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS (DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY).
 2. "SMILE CONFIGURATION" APPLICATIONS ARE TO BE USED AS PERIMETER SILT FENCE WHEN 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 A 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 FEET TALL. THE BERM MAY BE CONSTRUCTED WITH ROCK IN ACCORDANCE WITH REQUIREMENTS FOR ROCK DITCH CHECKS ON ECD-8 OR WITH SOIL IN ACCORDANCE WITH TEC-2 IF BERM IS USED, IT MUST BE GRASSED



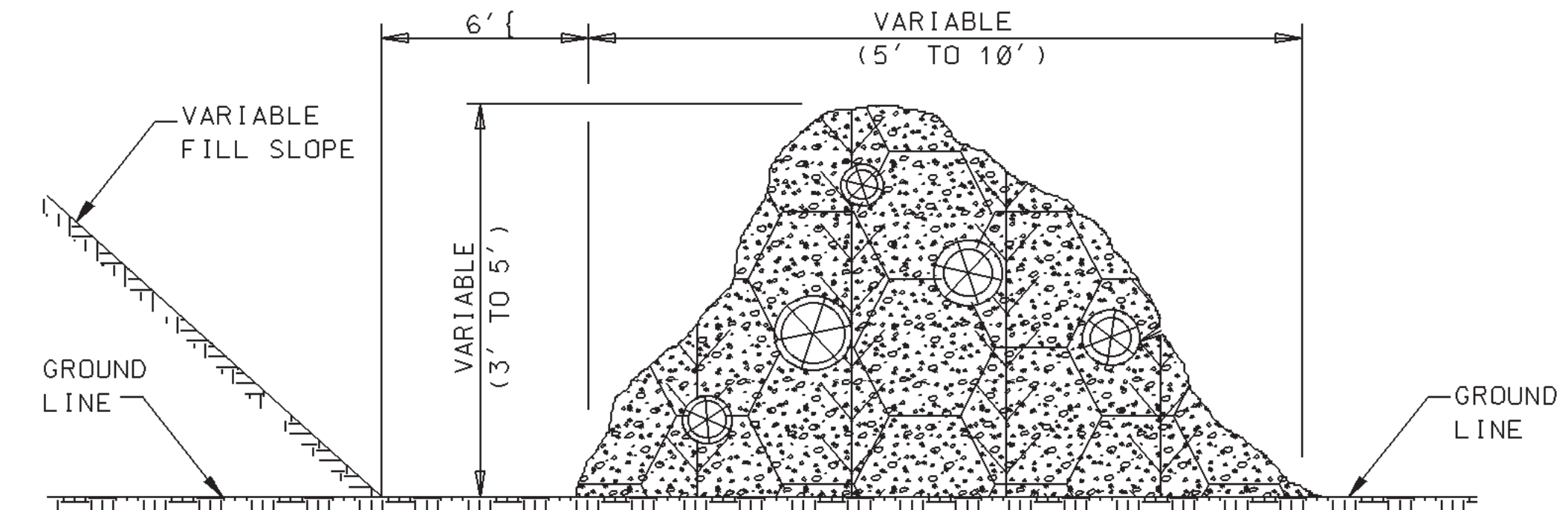
MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
TYPICAL TEMPORARY EROSION/ SEDIMENT CONTROL APPLICATIONS	
WORKING NUMBER ECD-1	FILENAME: EROSION CONTROL\ECD-1.DGN
DATE	DESIGN TEAM
REVISION	CHECKED
BY	DATE



SEDIMENT BARRIER AT CROSS DRAIN



FRONT ELEVATION



SIDE ELEVATION

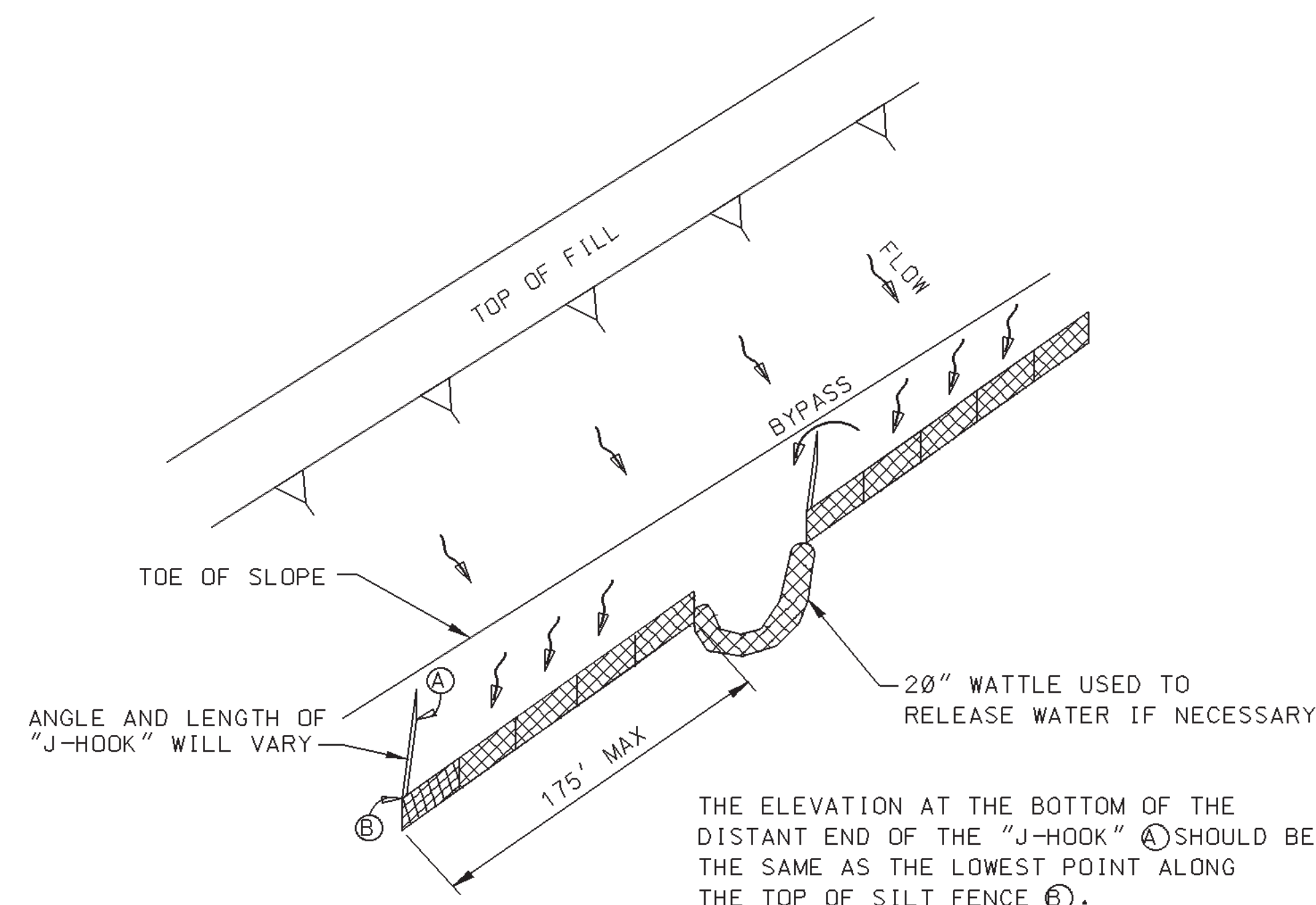
TEMPORARY BRUSH BARRIER

NOTES:

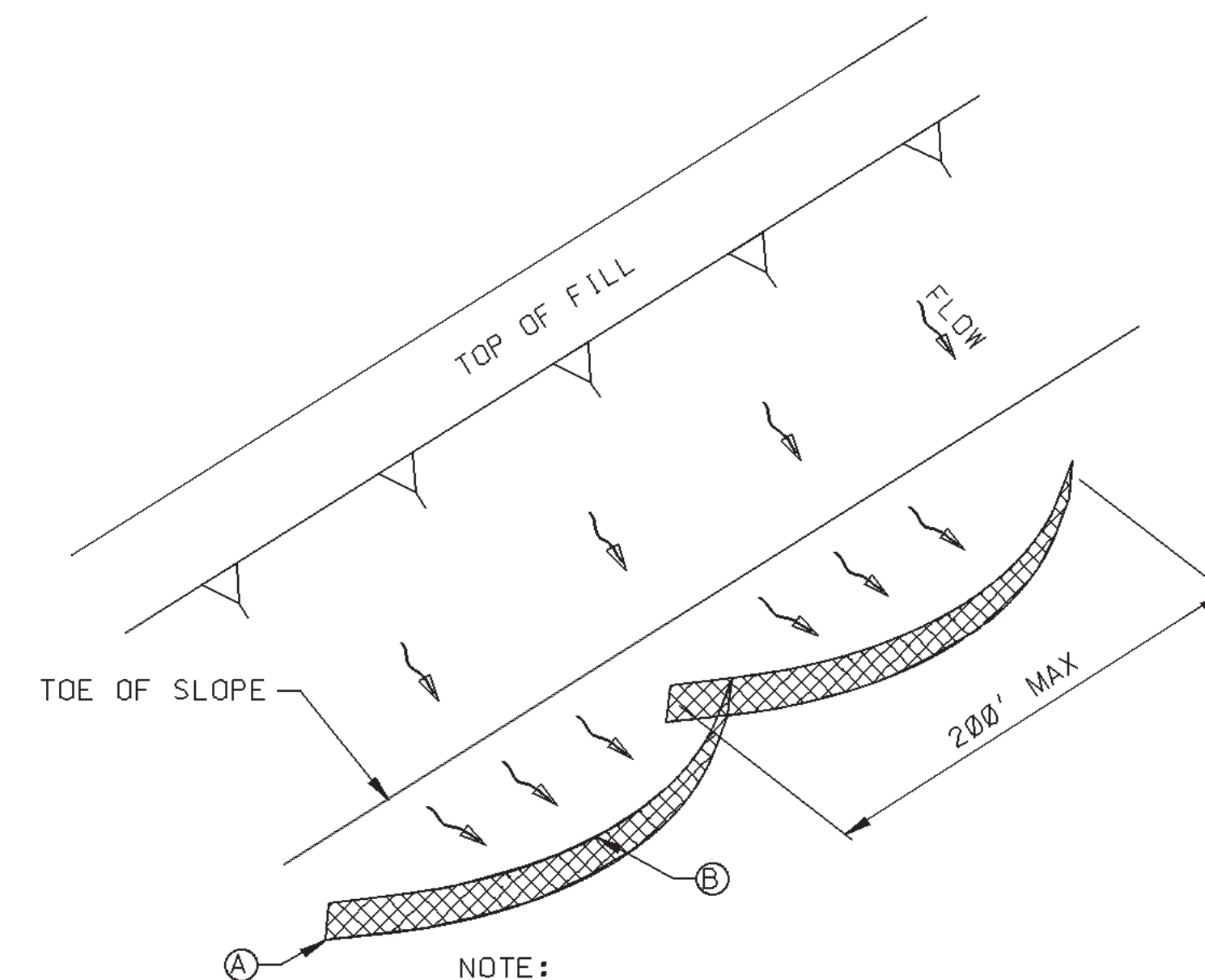
1. BRUSH BARRIER MAY BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
2. PLACE BRUSH, LOG AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TOP TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED 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.
5. TEMPORARY BRUSH BARRIER WILL NOT BE MEASURED FOR SEPERATE PAYMENT

NOTE:

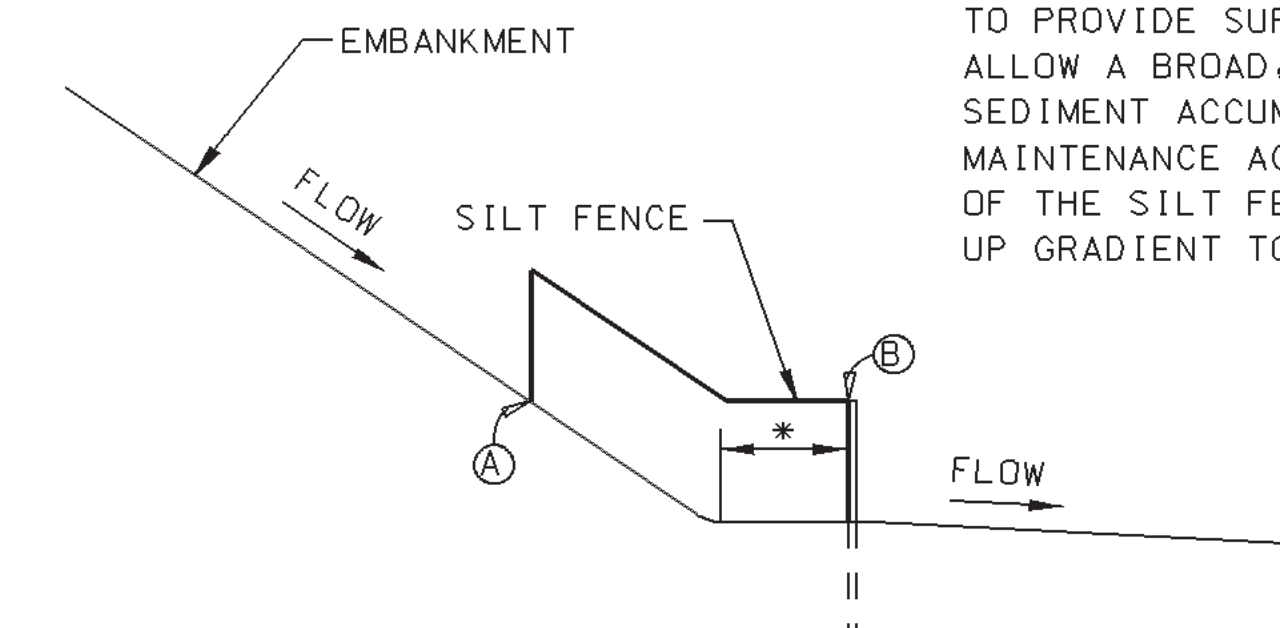
1. ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON ECD-3



"J-HOOK" SILT FENCE APPLICATION



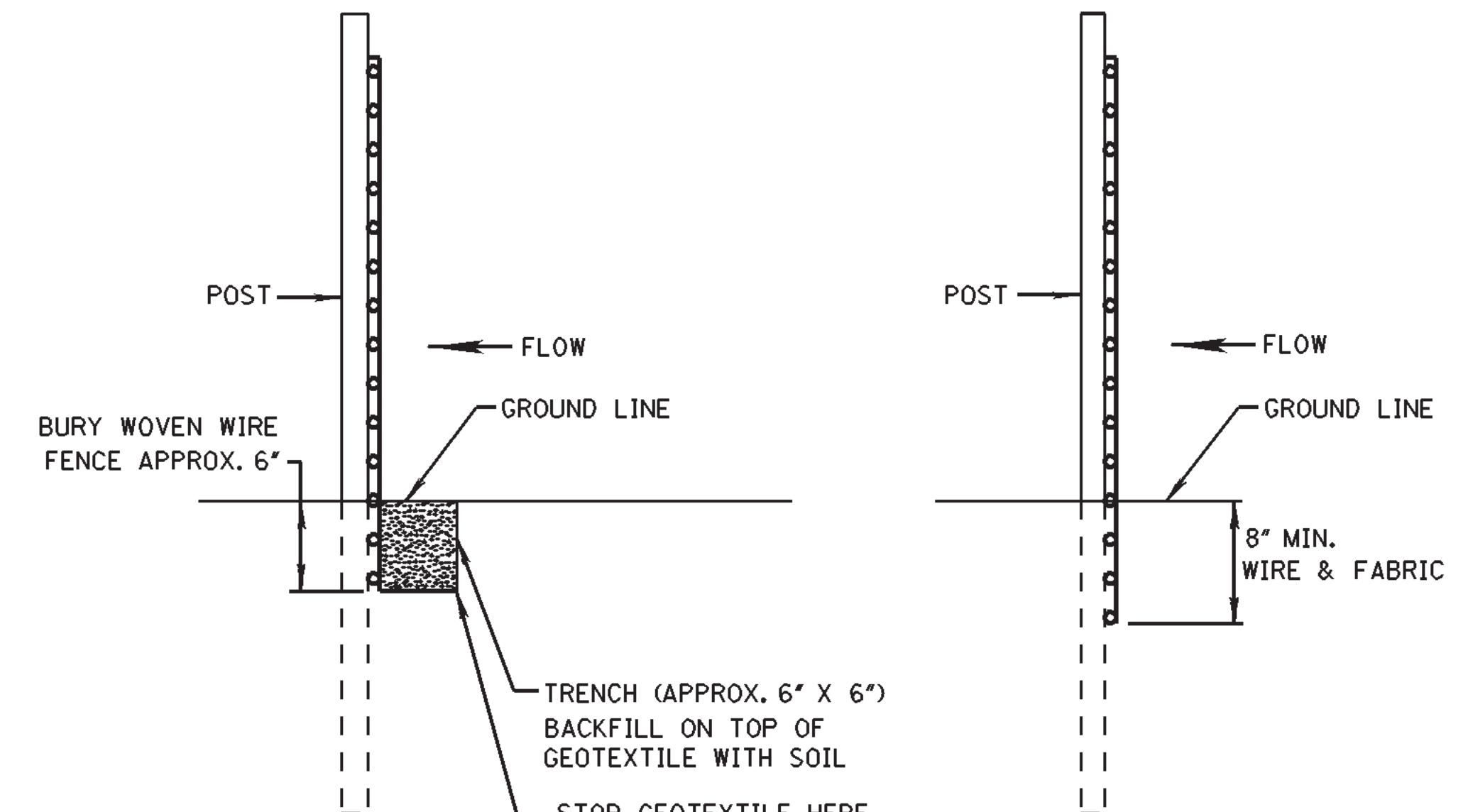
"SMILE-CONFIGURATION" SILT FENCE APPLICATION



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.

BY		MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
REVISION		DETAILS OF SEDIMENT BARRIER APPLICATIONS	
DATE	DESIGN TEAM	FILENAME: EROSION CONTROL\ECD-2.DGN	WORKING NUMBER ECD-2
CHECKED	DATE		SHEET NUMBER 36

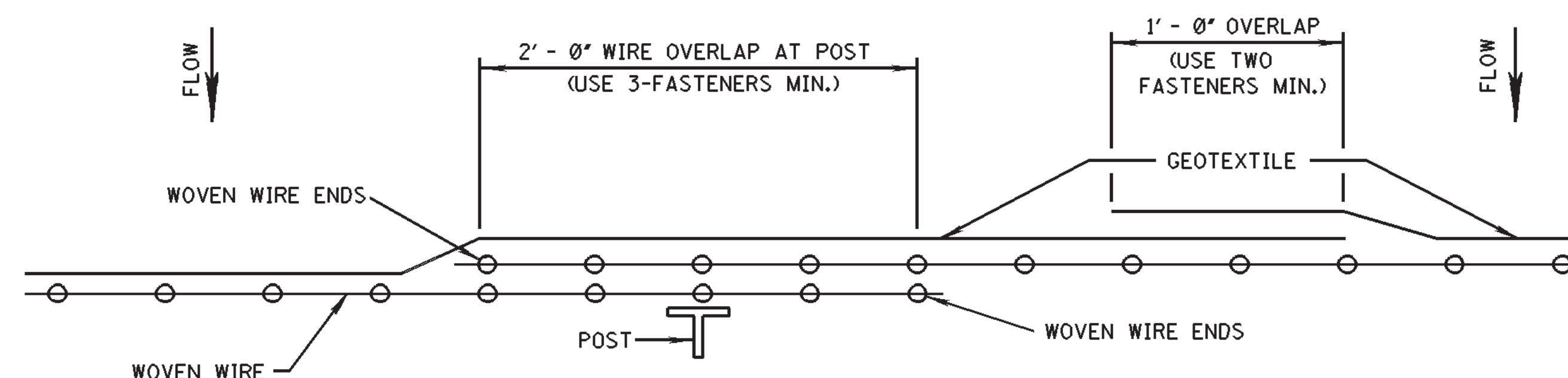


METHOD II

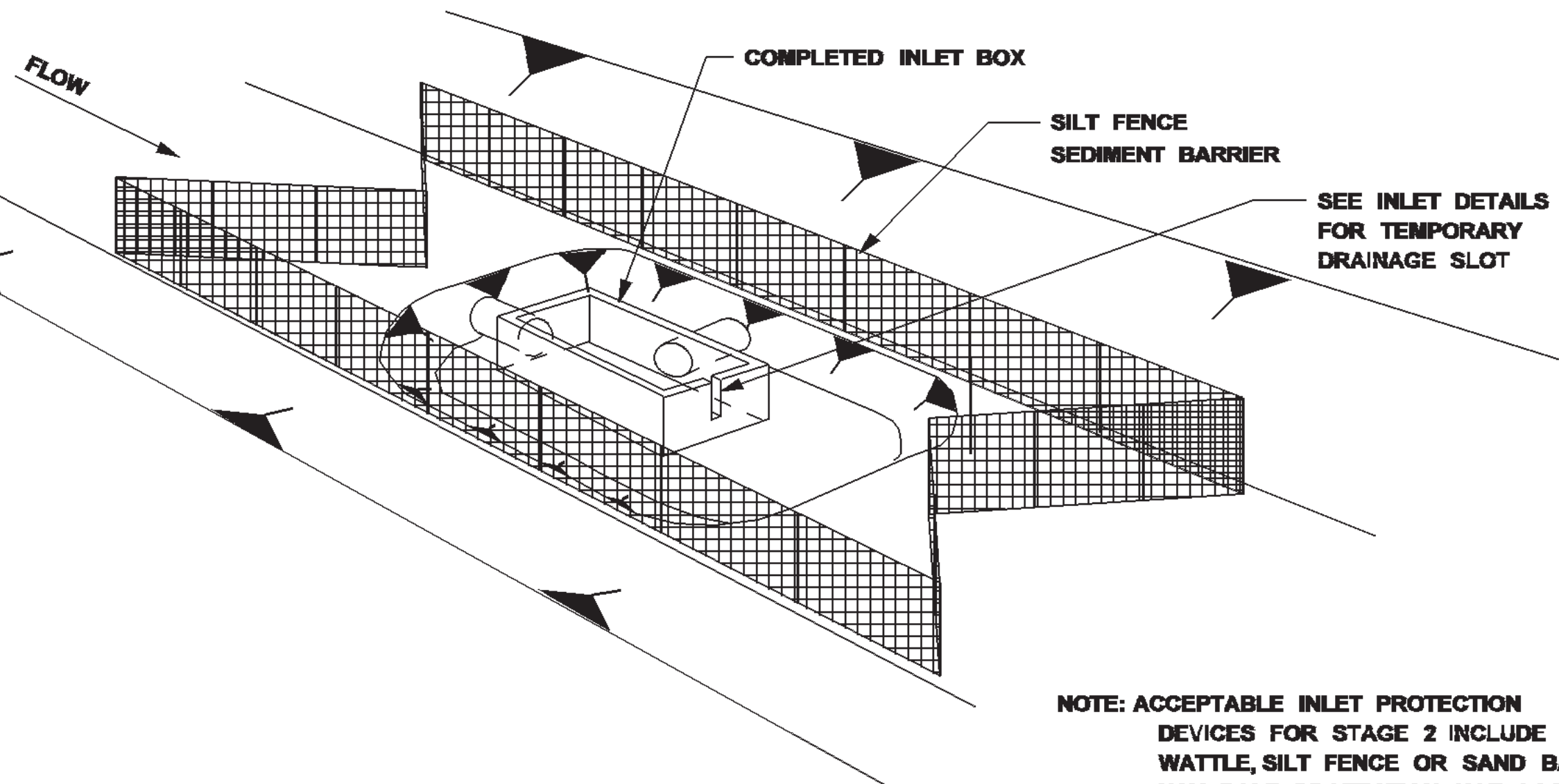
MECHANICAL INSTALLATION

PLAN VIEW

REQUIRED LAPPING

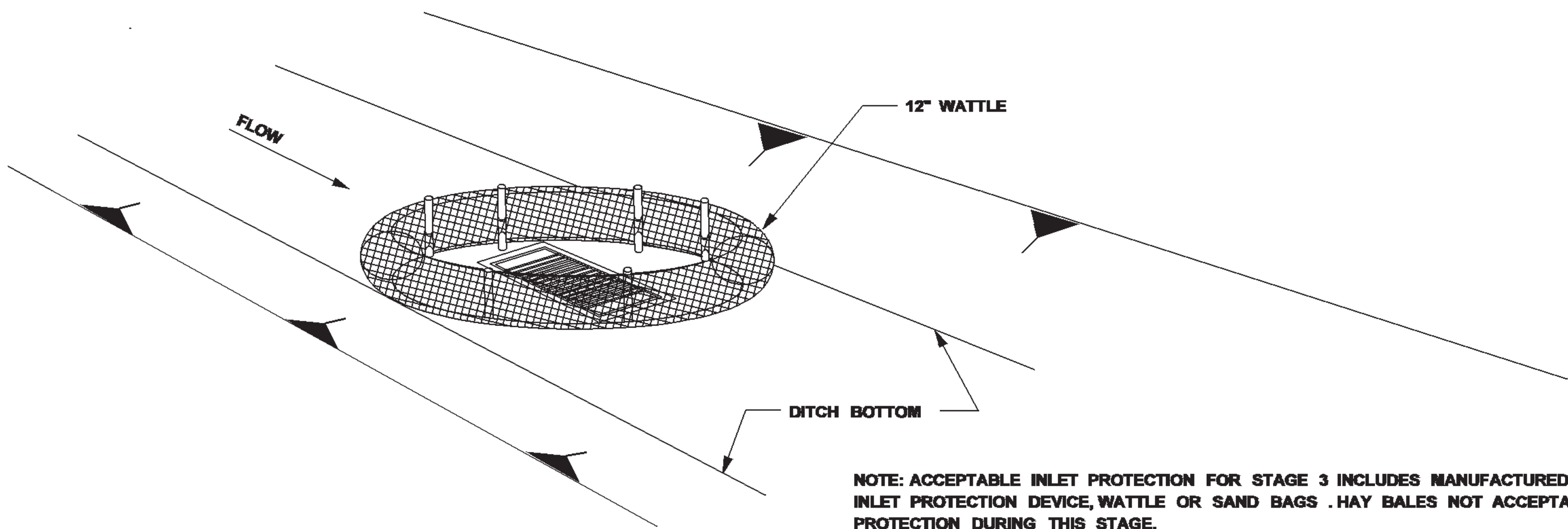


- NOTES:
1. SILT FENCES SHALL BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
 2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHALL BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STREAMS AND CHANNELS.
 3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR A BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
 4. WHEREVER POSSIBLE SILT FENCE SHALL 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 THE DETAIL.
 7. WIRE SHALL BE 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.



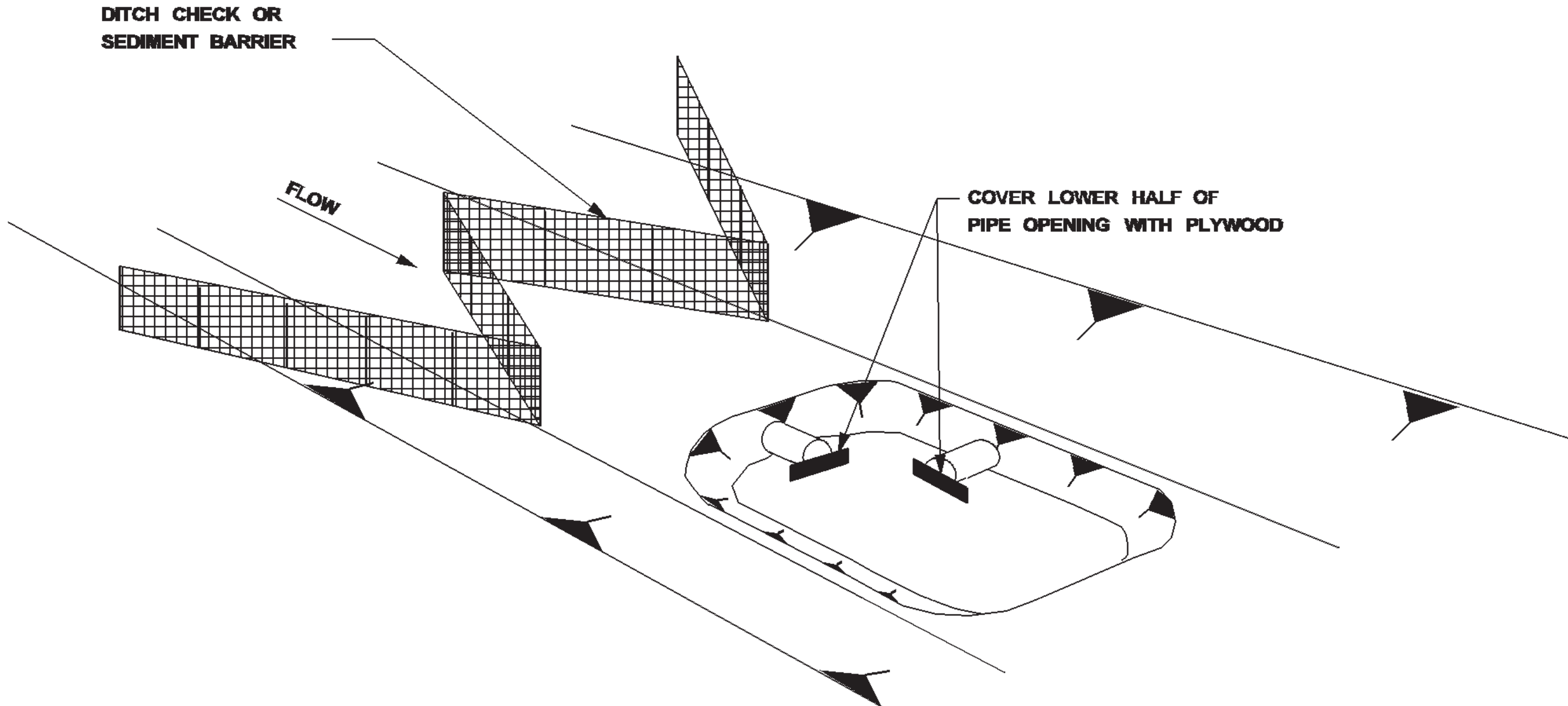
STAGE 2
INLET/JUNCTION BOX
CONSTRUCTED BUT NOT BACKFILLED

NOTE: ACCEPTABLE INLET PROTECTION
DEVICES FOR STAGE 2 INCLUDE
WATTLE, SILT FENCE OR SAND BAGS.
HAY BALE PROTECTION NOT ACCEPTABLE
DURING THIS PHASE.



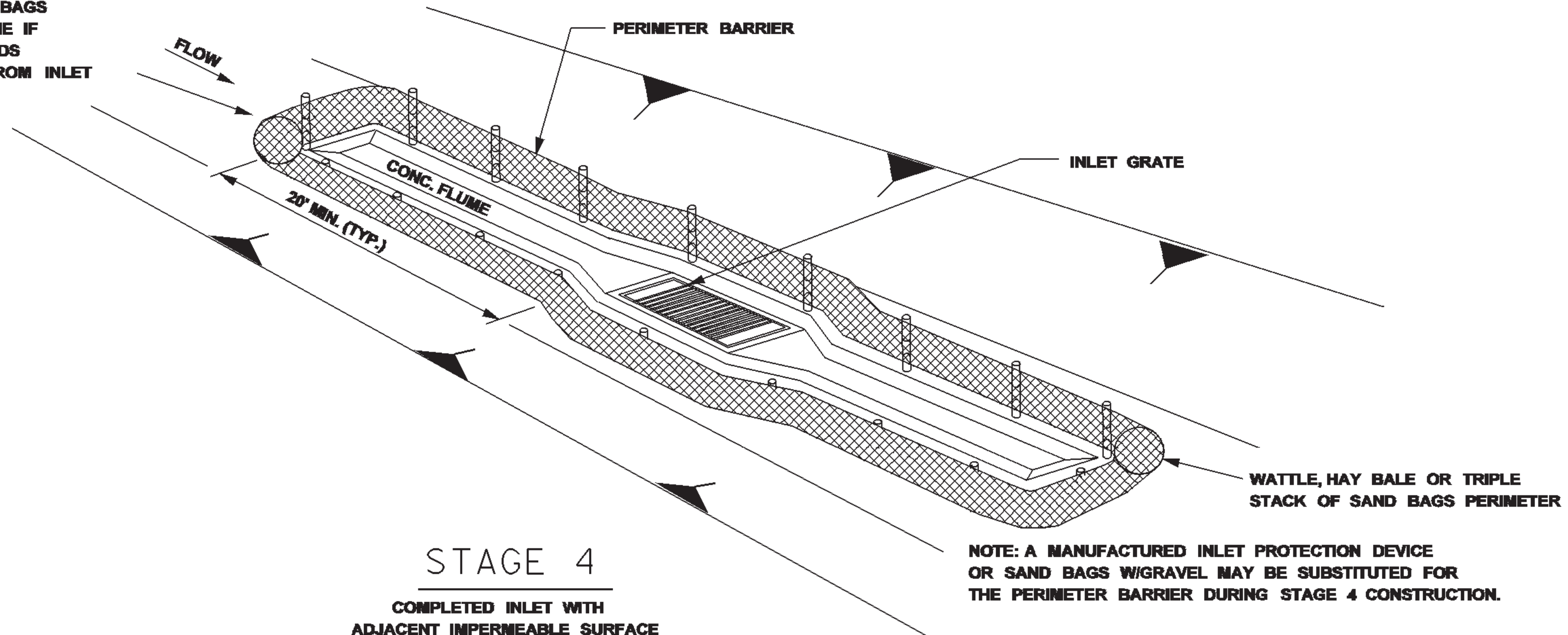
STAGE 3
INLET CONSTRUCTED AND BACKFILLED

NOTE: ACCEPTABLE INLET PROTECTION FOR STAGE 3 INCLUDES MANUFACTURED
INLET PROTECTION DEVICE, WATTLE OR SAND BAGS. HAY BALES NOT ACCEPTABLE
PROTECTION DURING THIS STAGE.



STAGE 1
INLET/JUNCTION BOX LOCATION EXCAVATED

PLACE SAND BAGS
ACROSS FLUME IF
FLUME EXTENDS
BEYOND 20' FROM INLET



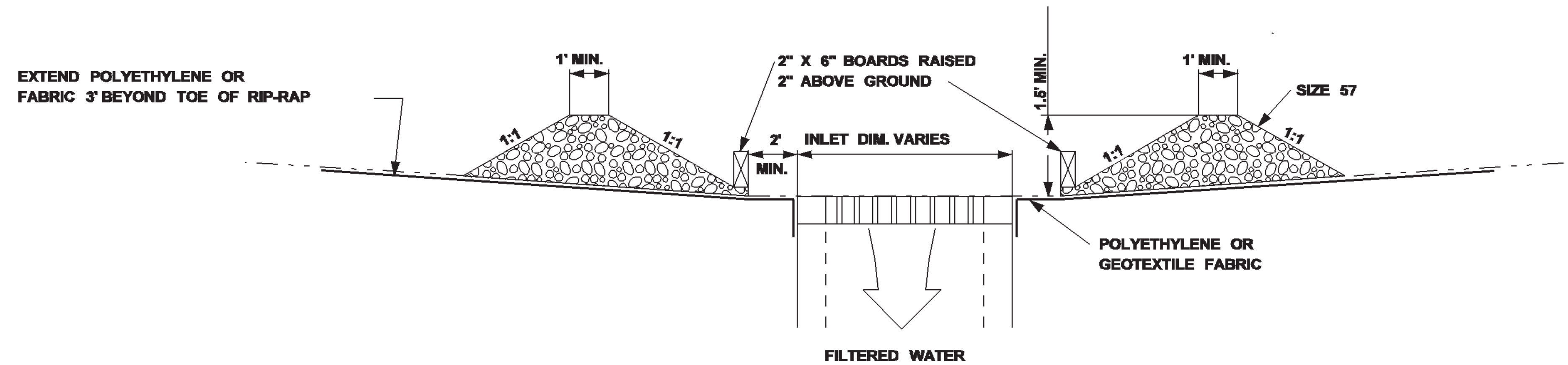
STAGE 4
COMPLETED INLET WITH
ADJACENT IMPERMEABLE SURFACE

NOTE: A MANUFACTURED INLET PROTECTION DEVICE
OR SAND BAGS W/ GRAVEL MAY BE SUBSTITUTED FOR
THE PERIMETER BARRIER DURING STAGE 4 CONSTRUCTION.

DITCH INLET CONSTRUCTION STAGES

- NOTES:
1. FOUNDATION BACKFILL SHOULD BE PLACED IN STAGE 1 IMMEDIATELY AFTER PIPE INSTALLATION. INLET CONSTRUCTION SHOULD COMMENCE AS SOON AS POSSIBLE AND BE CONTINUOUS THROUGH COMPLETION.
 2. CONFIGURATIONS MAY BE ADJUSTED WITH APPROVAL OF THE ENGINEER FOR TRAVELWAY SAFETY, WATER FLOW, SOIL OR INSTALLATION CHALLENGES.
 3. DURING STAGE 1 AND STAGE 2, SILT FENCE MAY BE REQUIRED UPSLOPE OF THE INLET EXCAVATION AS DIRECTED BY THE ENGINEER.
 4. IF SILT FENCING IS INSTALLED AROUND THE INLET EXCAVATION IT SHOULD BE PLACED IN A CONFIGURATION THAT WILL ALLOW INLET CONSTRUCTION.

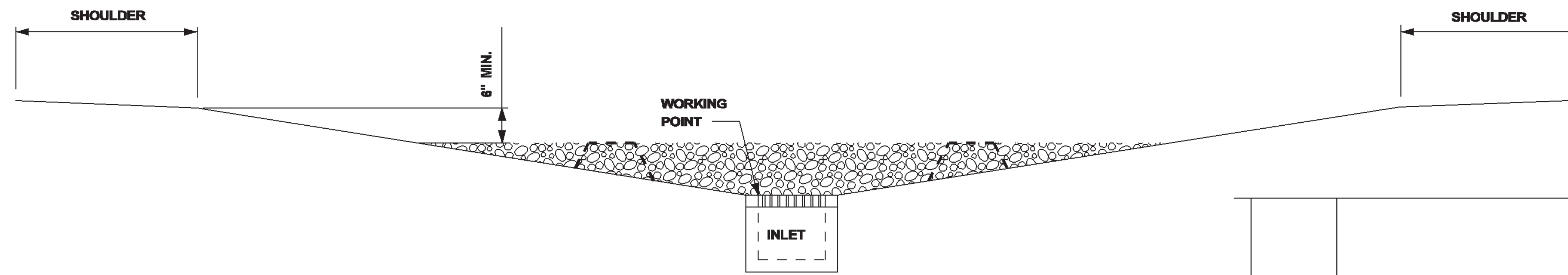
MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
INLET PROTECTION	
TYPICAL APPLICATIONS AND DETAILS	
WORKING NUMBER	FILENAME: EROSION CONTROL/ECD-10.DGN
ECD-10	DESIGN TEAM
SHEET NUMBER	CHECKED
38	DATE



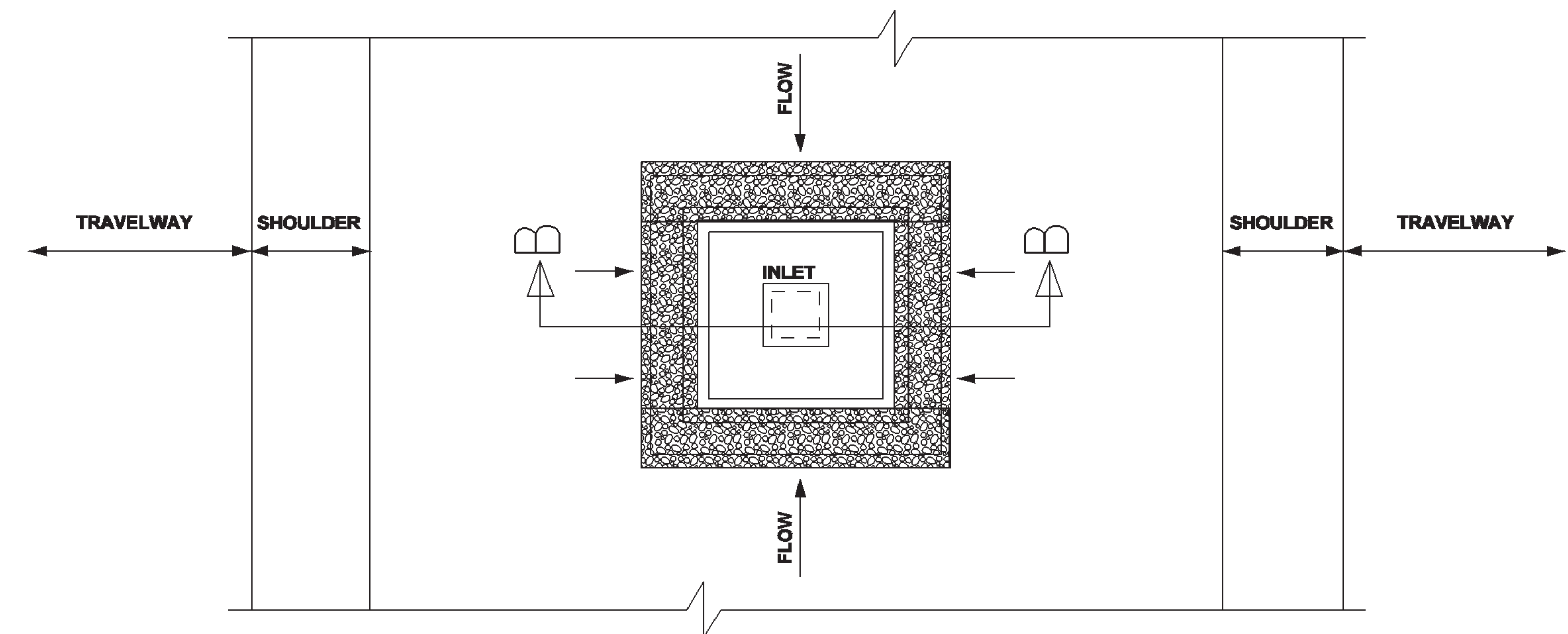
SECTION B-B

NOTES:

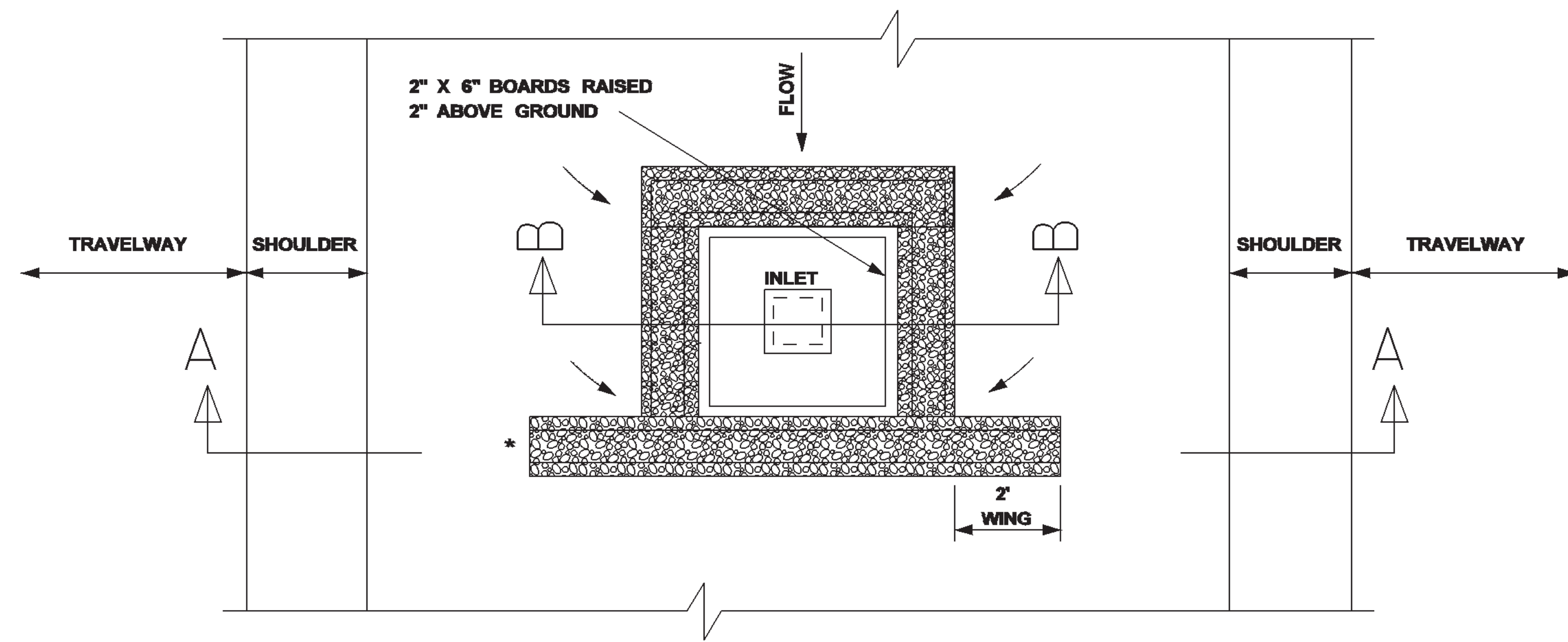
1. THE ELEVATION OF THE TOP OF THE REQUIRED STONE BERM SHALL BE A MINIMUM OF 1.5' ABOVE THE ELEVATION OF THE INLET WORKING POINT AND A MINIMUM OF 6" BELOW THE ELEVATION OF THE OUTSIDE EDGE OF THE INSIDE SHOULDER.
2. THIS COARSE AGGREGATE INLET PROTECTION SHALL NOT BE UTILIZED DURING STAGE 1 AND STAGE 2 INLET CONSTRUCTION. SEE INLET PROTECTION TYPICAL APPLICATIONS AND DETAILS)
3. 2" X 6" BOARDS MAY BE REPLACED WITH WIRE MESH WOPENINGS LESS THAN 1" X 1". COST IS ABSORBED.



SECTION A-A



PLAN - IN SAG



PLAN - ON GRADE

* CONSTRUCT WINGS TO PREVENT BYPASS

MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
INLET PROTECTION DETAILS FOR COARSE AGGREGATE ON GRADES & SAGS	
WORKING NUMBER ECD-11	SHEET NUMBER 39
FILENAME: EROSION CONTRLECD-11.DGN	DATE
DESIGN TEAM	CHECKED DATE

Diagram illustrating a wattle structure. A circular wattle, labeled "WATTLE 12\"", is shown. A vertical "WOOD STAKE" is driven through the center of the wattle. The stake is labeled "ANCHOR THROUGH NETTING WITHOUT DAMAGE (TYP.)". The wattle is 12" high, and the stake is 1.5' MIN. long. The flow direction is indicated by an arrow labeled "FLOW".

15' INSIDE DIA.

DROP INLET

WATTLE
12"

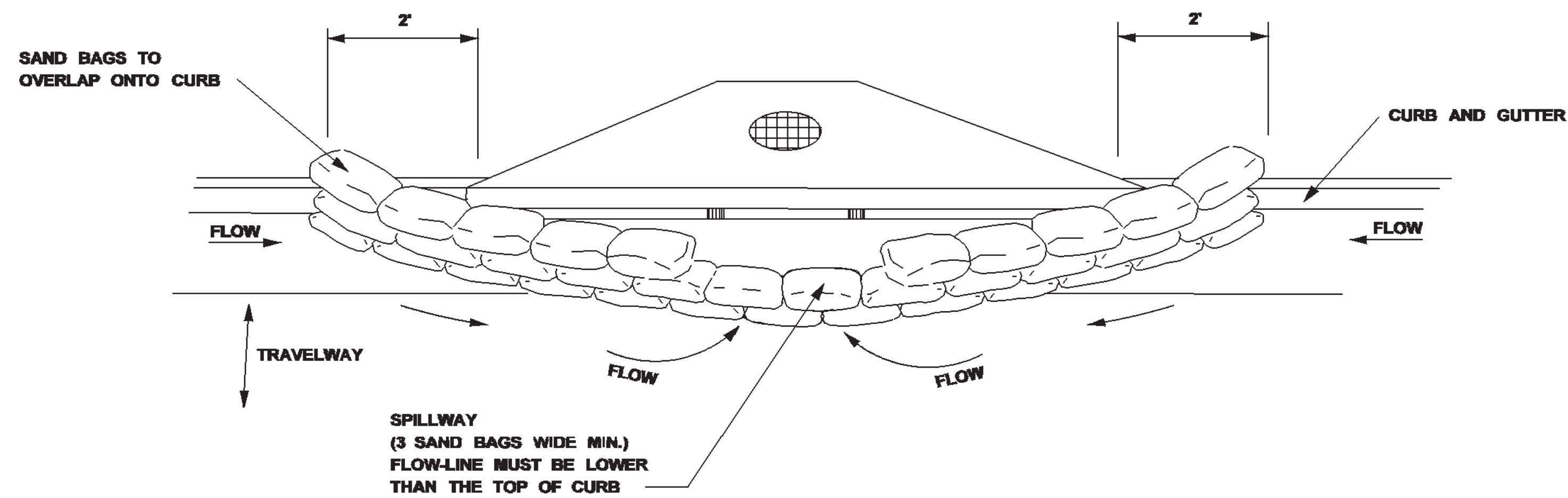
SURFACE FLOW DIRECTION(TYPICAL)

Diagram illustrating the installation of a wattle structure. The wattle is shown as a series of vertical stakes driven into the ground, with a flow direction indicated by an arrow labeled "FLOW". The wattle is labeled "WATTLE 12\"". The stakes are labeled "WOOD STAKE". The anchors are labeled "ANCHOR THROUGH NETTING WITHOUT DAMAGE (TYP.)". The minimum depth of the stakes is indicated as "1.5' MIN.".

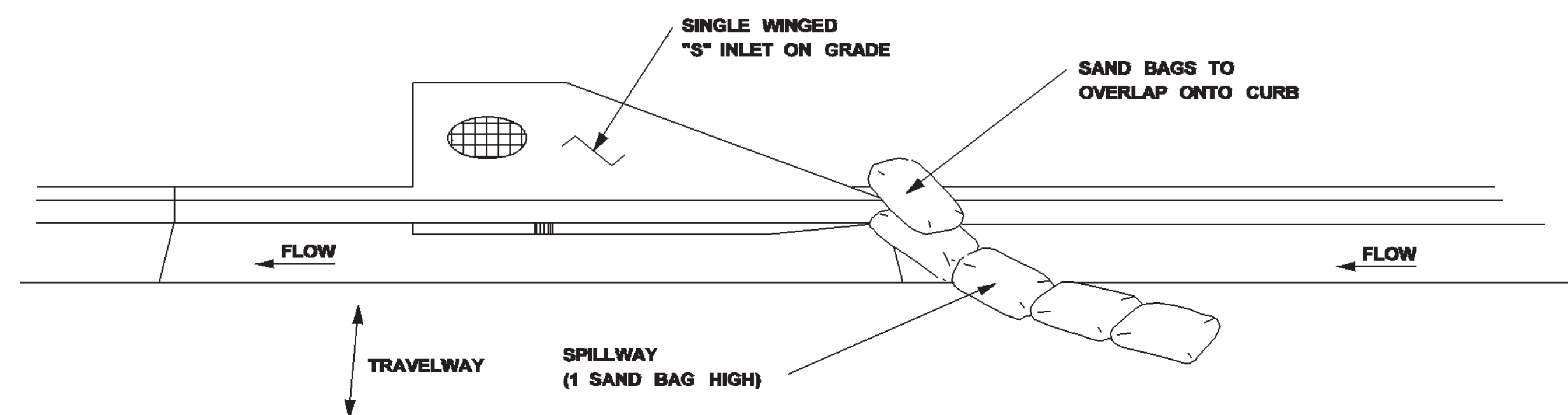
NOTES:

1. ANCHORING STAKES SHALL BE SIZED, SPACED, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE WATTLE. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET.
2. OVERLAP ENDS OF WATTLES PER MANUFACTURERS RECOMMENDATIONS (1" MIN., 3" MAX.).
3. TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.

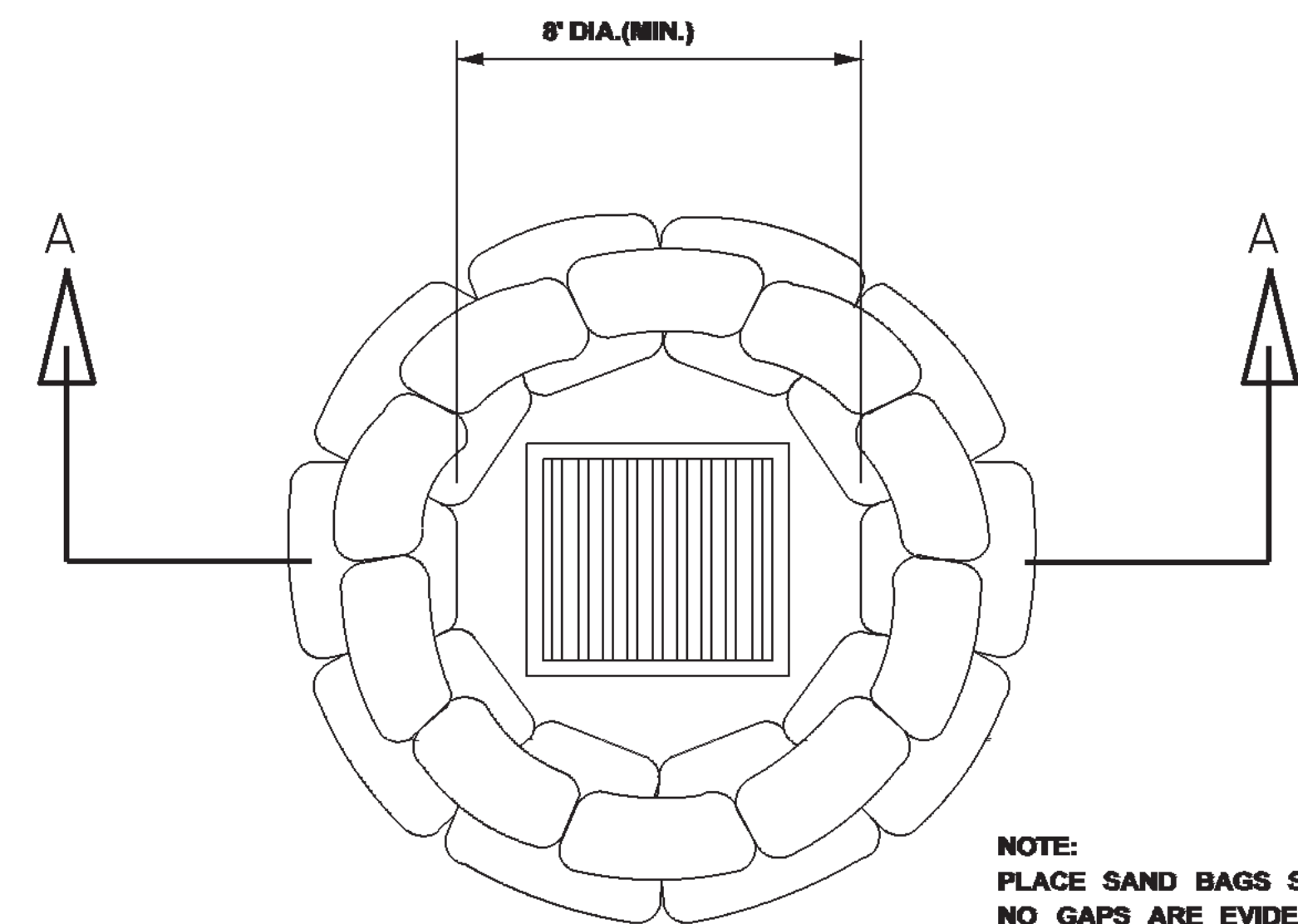
11/19/2010 12:26PM ECD-12.DGN



TYPICAL (SAND BAG) PROTECTION FOR INLET IN SAG

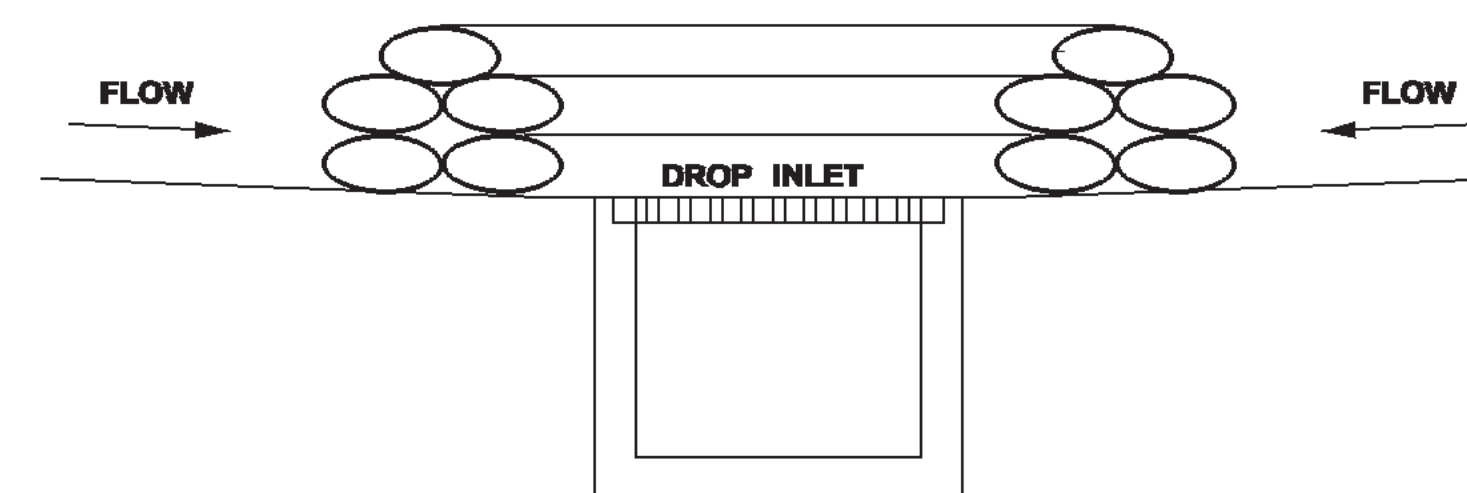


TYPICAL (SAND BAG) PROTECTION FOR INLET ON GRADE

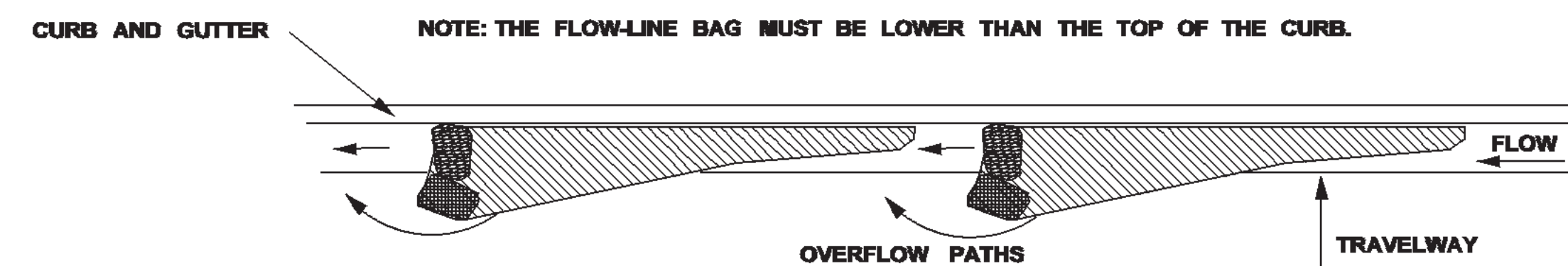


DROP INLET
PLAN VIEW

NOTE:
PLACE SAND BAGS SO THAT
NO GAPS ARE EVIDENT.
3 BAGS HIGH AND STAGGERED.
(80 BAGS MIN.)



SECTION A-A
SAND BAG BARRIER



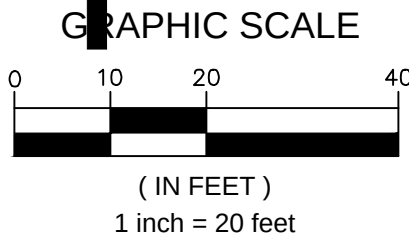
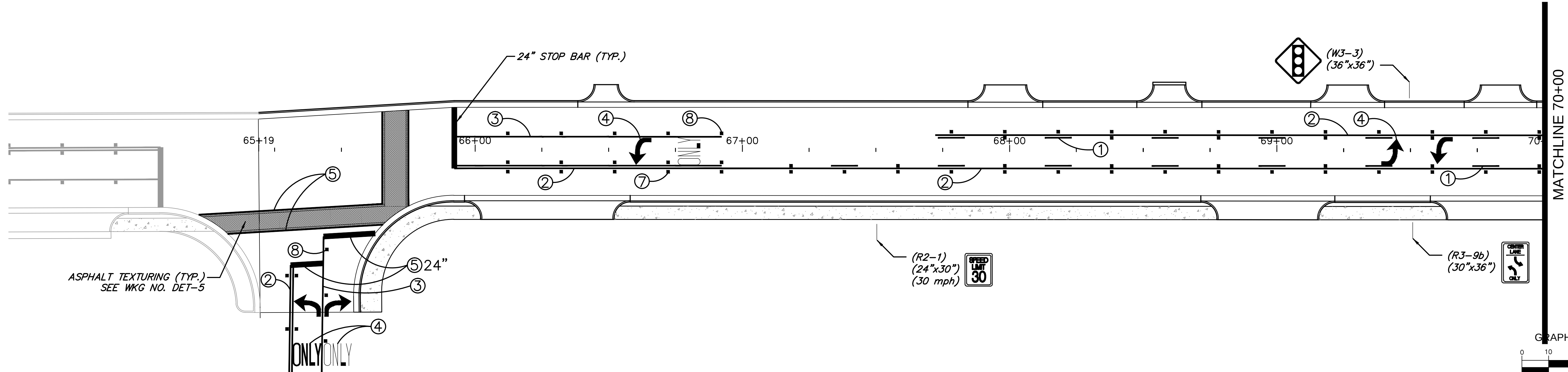
CURB AND GUTTER SEDIMENT
CONTAINMENT SYSTEM

CURB INLET PROTECTION NOTES:

1. THIS CURB INLET PROTECTION METHOD CAN BE USED DURING ANY STAGE OF BASE AND PAVEMENT CONSTRUCTION.
2. BAG HEIGHT AND NUMBER OF BAGS SHOULD BE BASED ON CURB HEIGHT AND USE OF TRAVELWAY.
3. SEDIMENT SHOULD BE CONTROLLED PRIOR TO ENTERING GUTTER. GUTTER CHECKS AND INLET PROTECTION ARE FOR SECONDARY CONTROL.
4. REMOVE ACCUMULATED SEDIMENT AFTER EVERY RAINFALL SWEEP SEDIMENT FROM HARD SURFACES AND DISPOSE OF APPROPRIATELY AWAY FROM INLETS AND/OR WATER BODIES.
5. IF DENUDED AREAS EXIST BEHIND THE INLET, A SEDIMENT BARRIER SHOULD BE INSTALLED AROUND IT'S PERIMETER TO CONTROL SEDIMENT.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
INLET PROTECTION DETAILS OF SAND BAG	
BY	DATE
REVISION	DATE
FILENAME: EROSION CONTROL/ECD-14.DGN	
DESIGN TEAM	CHECKED
DATE	
WORKING NUMBER ECD-14	
SHEET NUMBER 41	

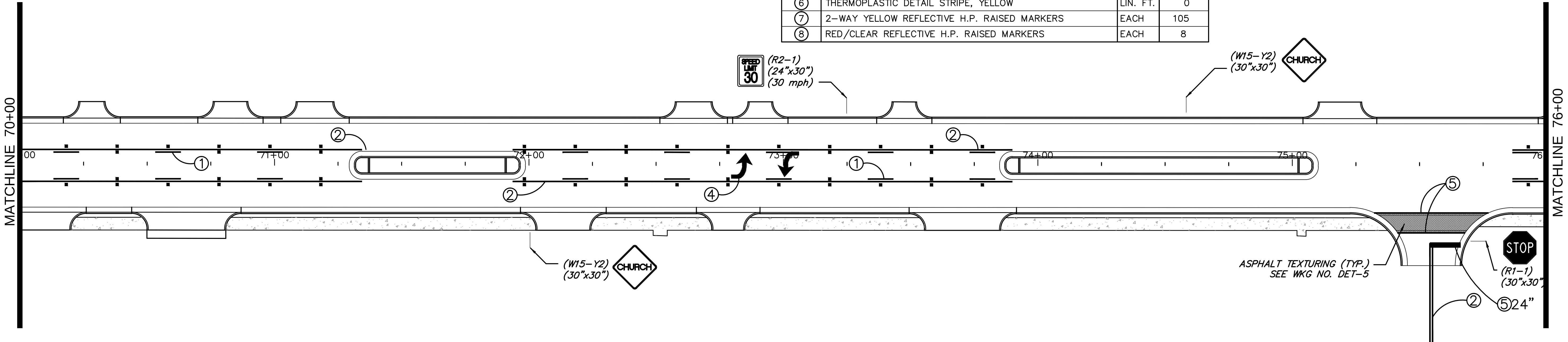
NOTE:
PAVEMENT MARKING SHEETS TO BE USED FOR TEMPORARY STRIPING LAYOUT.
TEMPORARY STRIPING TO BE PAID FOR UNDER MAINTENANCE OF TRAFFIC.
SEE WKG NO. EQ-TC FOR BREAKDOWN.



PAVEMENT MARKING LEGEND

SYMBOL	DESCRIPTION	UNIT	QUANTITY
①	6" THERMOPLASTIC TRAFFIC STRIPE, SKIP YELLOW	LIN. FT.	1070
②	6" THERMOPLASTIC TRAFFIC STRIPE, CONT. YELLOW	LIN. FT.	1581
③	THERMOPLASTIC DETAIL STRIPE, WHITE	LIN. FT.	150
④	THERMOPLASTIC LEGEND, WHITE	SQ. FT.	180.80
⑤	THERMOPLASTIC LEGEND, WHITE	LIN. FT.	446
⑥	THERMOPLASTIC DETAIL STRIPE, YELLOW	LIN. FT.	0
⑦	2-WAY YELLOW REFLECTIVE H.P. RAISED MARKERS	EACH	105
⑧	RED/CLEAR REFLECTIVE H.P. RAISED MARKERS	EACH	8

NOTES:
1. SEE WKG NO. DET-5 FOR CROSSWALK STRIPING DETAILS.



NOTICE TO DRAWING HOLDER

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REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	

FOURTH STREET
ROADWAY IMPROVEMENT PROJECT-PHASE II
PROJECT NO. HPP-7194-00(003) LPA/105845-801000

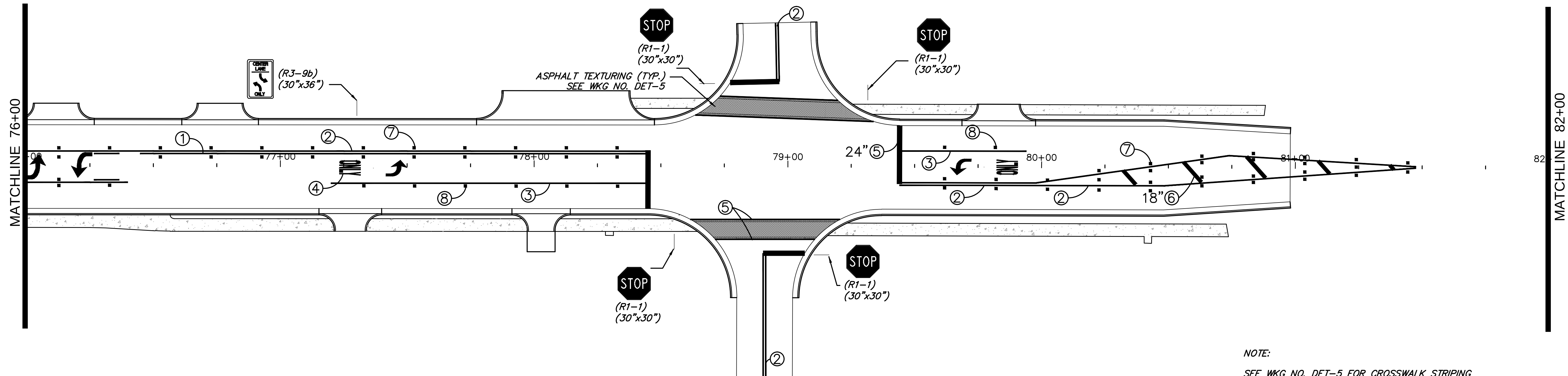
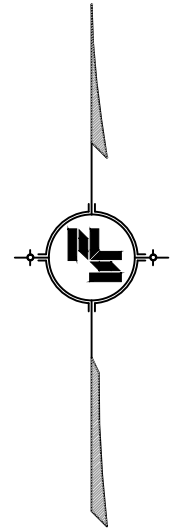
CITY OF HATTIESBURG
FORREST COUNTY, MS



PAVEMENT MARKING AND SIGNING
STA. 65+19 TO STA. 76+00

WORKING NUMBER:
PM-1

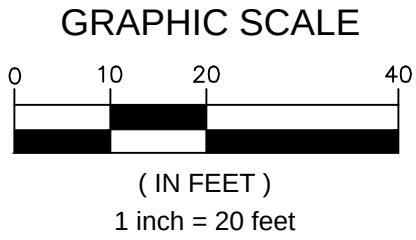
DRAWING NUMBER:
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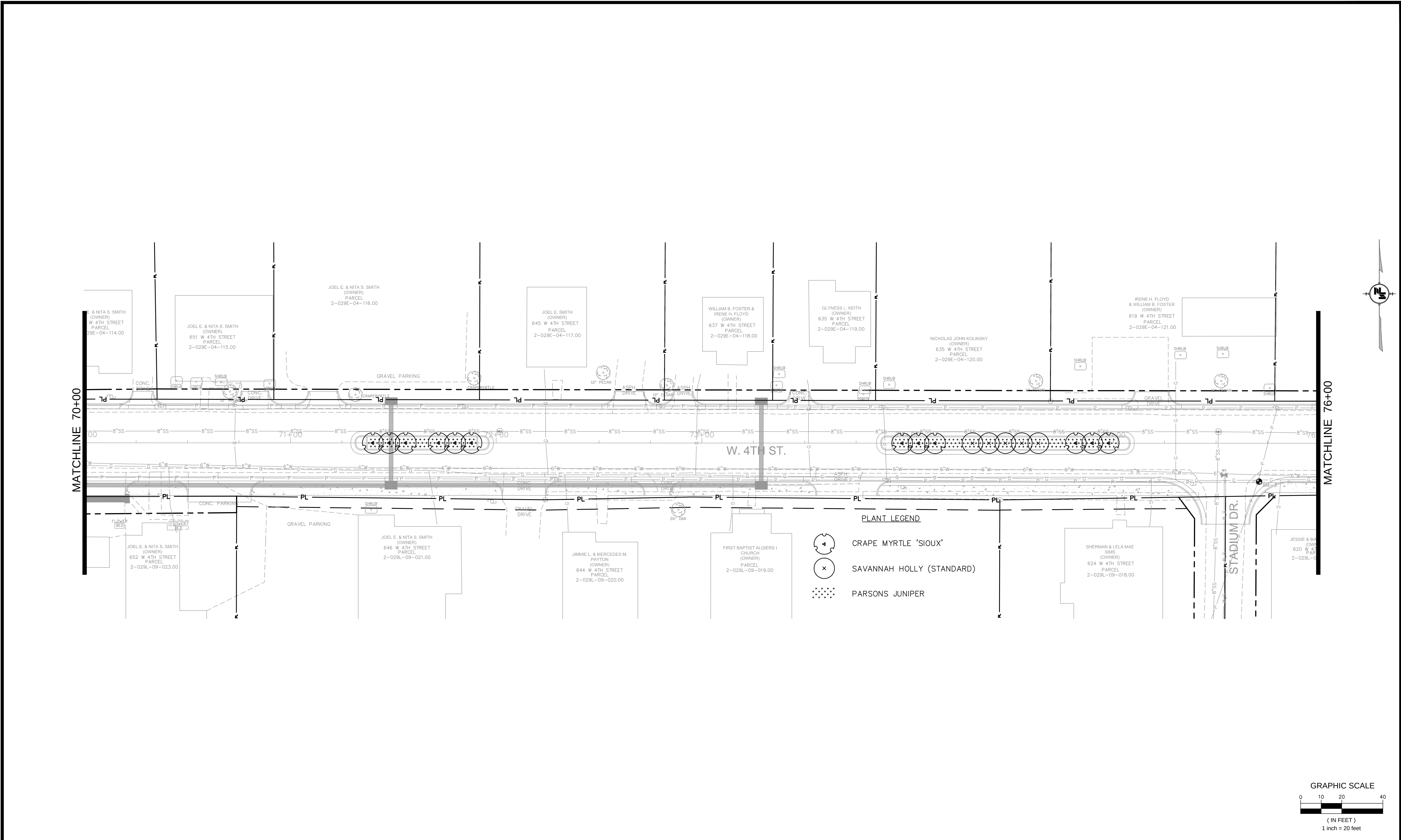
NOTE:
SEE WKG NO. DET-5 FOR CROSSWALK STRIPING DETAILS.

PAVEMENT MARKING LEGEND

SYMBOL	DESCRIPTION	UNIT	QUANTITY
①	6" THERMOPLASTIC TRAFFIC STRIPE, SKIP YELLOW	LIN. FT.	80
②	6" THERMOPLASTIC TRAFFIC STRIPE, CONT. YELLOW	LIN. FT.	994
③	THERMOPLASTIC DETAIL STRIPE, WHITE	LIN. FT.	175
④	THERMOPLASTIC LEGEND, WHITE	SQ. FT.	109.6
⑤	THERMOPLASTIC LEGEND, WHITE	LIN. FT.	543
⑥	THERMOPLASTIC DETAIL STRIPE, YELLOW	LIN. FT.	117
⑦	2-WAY YELLOW REFLECTIVE H.P. RAISED MARKERS	EACH	56
⑧	RED/CLEAR REFLECTIVE H.P. RAISED MARKERS	EACH	8



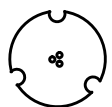
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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 7856.001					
					FILENAME: PM.DWG					
					SCALE: 1" = 20'					
					SURVEYED BY: SHOWS, DEARMAN & WAITS					
				DSGN: GPC	DATE: 06/2016				WORKING NUMBER:	DRAWING NUMBER:
				DRWN: GPC	DATE: 06/2016				PM-2	43
				CHKD:	DATE:					
				QA/QC:	DATE:					



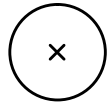
NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION 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		FOURTH STREET ROADWAY IMPROVEMENT PROJECT-PHASE II PROJECT NO. HPP-7194-00(003) LPA/105845-801000 CITY OF HATTIESBURG FORREST COUNTY, MS	 NEEL-SCHAFFER <i>Solutions you can build upon</i>	LANDSCAPE PLAN SHEET 1	
	NO.	DATE	BY	DESCRIPTION					
					N-S PROJECT NO.: 7856.001				
					FILENAME: LANDSCAPE.DWG				
					SCALE: 1" = 20'				
					SURVEYED BY: SHOWS, DEARMAN & WAITS				
					DSON: GPC DATE: 06/2016			WORKING NUMBER:	DRAWING NUMBER:
					DRWN: GPC DATE: 06/2016			LS-1	44
					CHKD: DATE:				
					QA/QC: DATE:				

LANDSCAPE QUANTITIES & VEGETATION SCHEDULE								
LANDSCAPE ITEMS		QTY	SIZE/UNIT	SEASONAL APPLICATIONS-DATES & RATES				REQUIREMENTS
				SPRING & SUMMER		FALL & WINTER		
PAY ITEM NO.	ITEMS			RATES	DATES	RATES	DATES	
ABSORBED	SOIL TEST	1						REQUIRED TO BE SUBMITTED IN ADVANCE OF ALL LANDSCAPE CONSTRUCTION ITEMS (ABSORBED IN BED PREP) TO BE PLACED IN PAVEMENT REMOVAL, DISTURBED AREAS AND BED PREP AS DETERMINED BY THE ENGINEER
211-D001	TOPSOIL FOR PLANT PITS, CONTRACTOR FURNISHED	40	CU. YD.	PER CU.YD.	NOT APPLICABLE	PER CU.YD.	NOT APPLICABLE	
219-A001	WATERING	10	KGAL	AS REQUIRED	NOT APPLICABLE	AS REQUIRED	NOT APPLICABLE	CONTRACTOR IS RESPONSIBLE FOR ALL WATERING AND MAINTENANCE DURING THE CONSTRUCTION PERIOD. (SEE SPECIFICATIONS).
907-230-B087	TREE PLANTING, CREPE MYRTLE 'SIOUX'	12	30 GALLON	EACH	UPON REQUEST BY ENGINEER	EACH	UPON REQUEST BY ENGINEER	FULL & HEALTHY PLANT; MULTI-TRUNK (3 OR 5 CANES)/TREE FORM; FULL CANOPY, 6' CLEAR TRUNK
907-230-B076	TREE PLANTING, SAVANNAH HOLLY	5	30 GALLON	EACH	UPON REQUEST BY ENGINEER	EACH	UPON REQUEST BY ENGINEER	FULL & HEALTHY PLANT; SINGLE STRAIGHT TRUNK/TREE FORM (STANDARD); FULL CANOPY, 6' CLEAR TRUNK
907-230-A044	SHRUB PLANTING, PARSONS JUNIPER	245	1 GALLON	EACH	UPON REQUEST BY ENGINEER	EACH	UPON REQUEST BY ENGINEER	FULL & HEALTHY PLANT
907-230-D001	BED PREPARATION	975	SQ. FT.	PER SQ. FT.	NOT APPLICABLE	PER SQ. FT.	NOT APPLICABLE	APPLIED TO AREAS AS NOTED IN THE PLANS
232-A003	FERTILIZER FOR WOODY PLANT MATERIAL, TABLET, 10 GRAM	1	K	PER K	NOT APPLICABLE	PER K	NOT APPLICABLE	3 PER TREE PLANTING (102 TOTAL TABLETS)
ABSORBED PER SPEC	TREE BARK MULCH, TYPE 3							1" INCORPORATED INTO BED PREP AREA
ABSORBED PER SPEC	TREE BARK MULCH, TYPE 5							3" SURFACE APPLICATION IN BED PREP AREA

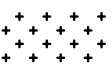
PLANT LEGEND



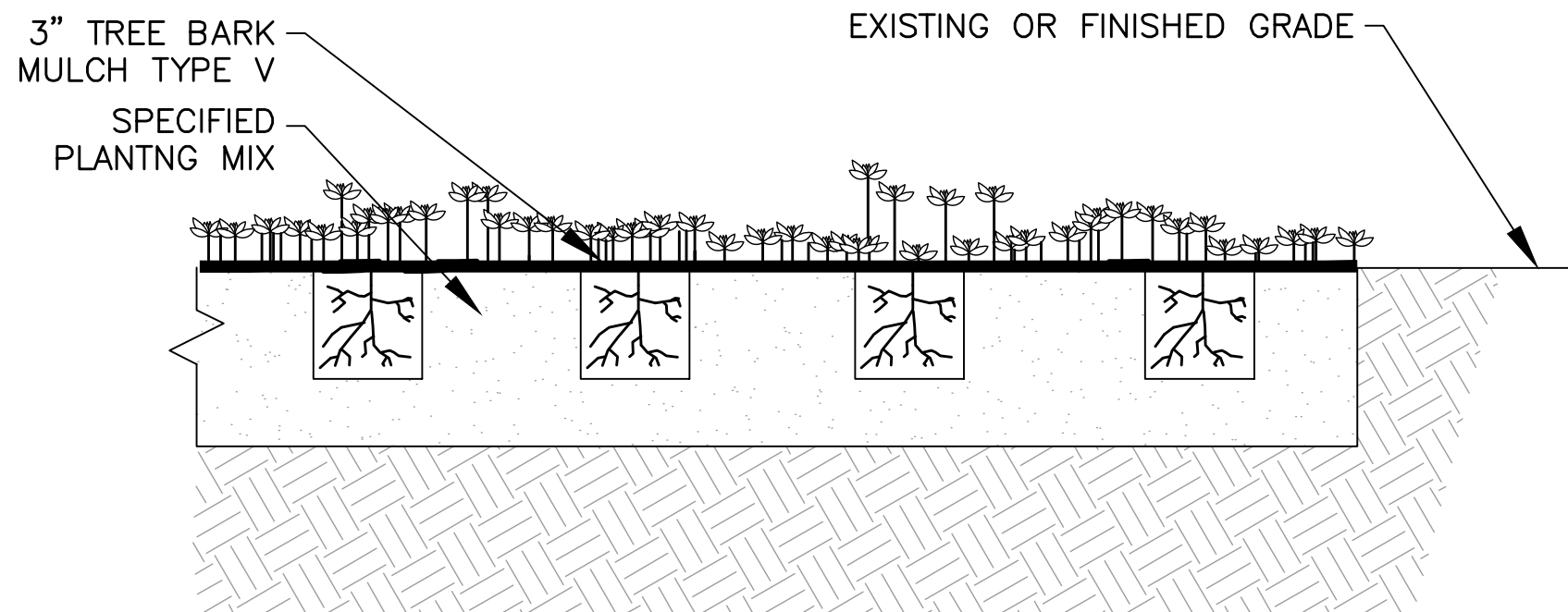
CAPE MYRTLE 'SIOUX'



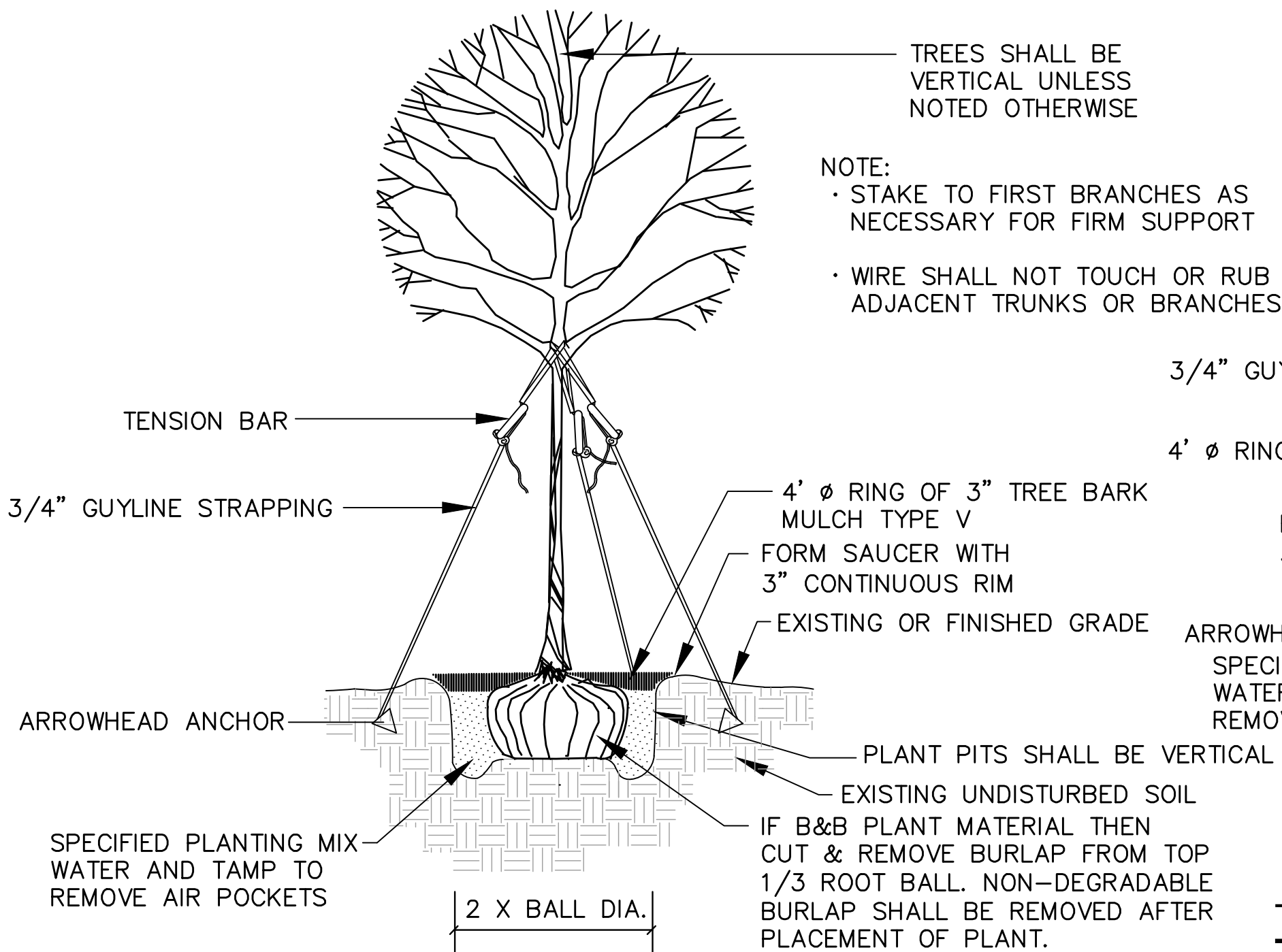
SAVANNAH HOLLY (STANDARD)



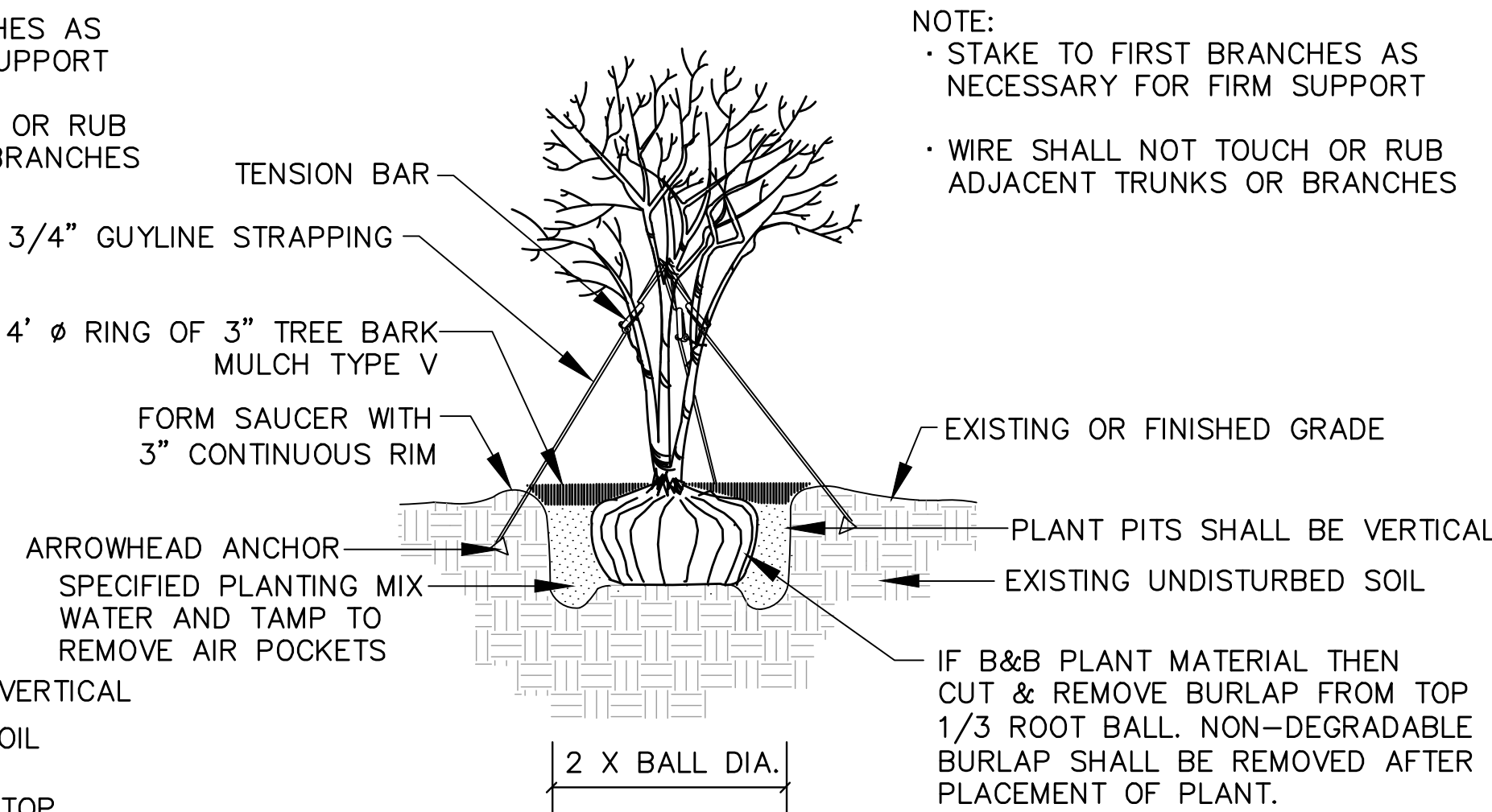
PARSONS JUNIPER



TYPICAL GROUNDCOVER PLANTING DETAIL
NOT TO SCALE



TYPICAL SINGLE-TRUNK TREE PLANTING DETAIL
NOT TO SCALE



TYPICAL MULTI-TRUNK TREE PLANTING DETAIL
NOT TO SCALE

NOTICE TO DRAWING HOLDER

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REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 7856.001	
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				SCALE: NOT TO SCALE	
				SURVEYED BY: SHOWS, DEARMAN & WAITS	
				DSON: GPC	DATE: 06/2016
				DRWN: GPC	DATE: 06/2016
				CHKD:	DATE:
				QA/QC:	DATE:

FOURTH STREET
ROADWAY IMPROVEMENT PROJECT-PHASE II
PROJECT NO. HPP-7194-00(003) LPA/105845-801000

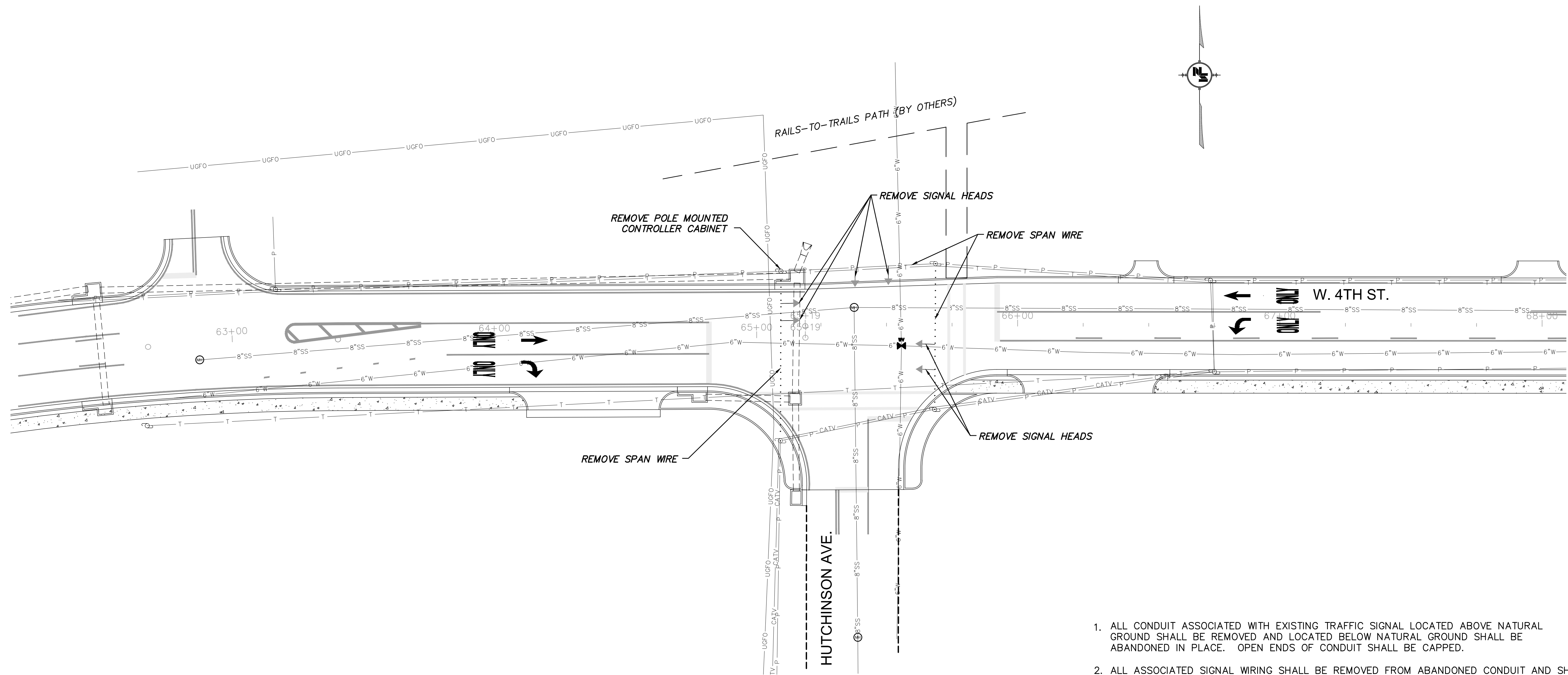
CITY OF HATTIESBURG
FORREST COUNTY, MS



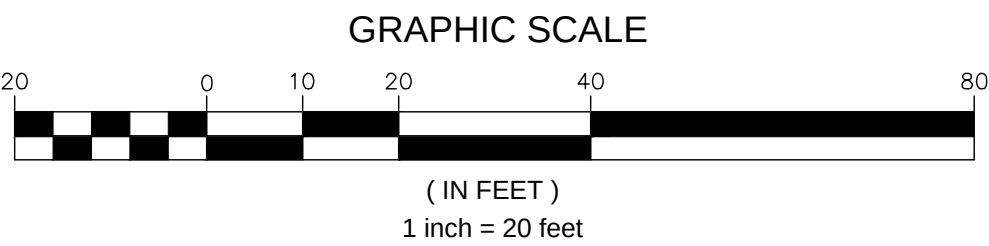
LANDSCAPE PLAN SHEET 2
VEGETATION SCHEDULE & DETAILS

WORKING NUMBER:
LS-2

DRAWING NUMBER:
45

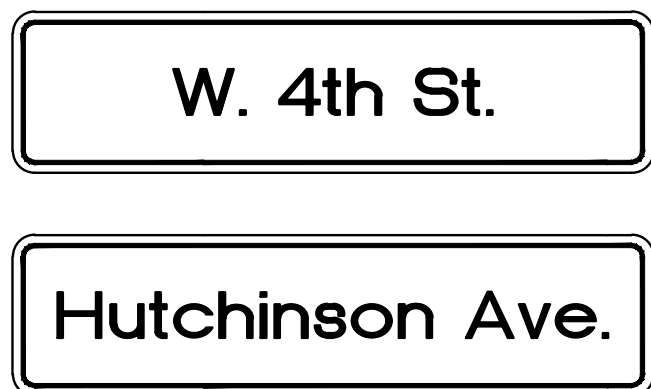


1. ALL CONDUIT ASSOCIATED WITH EXISTING TRAFFIC SIGNAL LOCATED ABOVE NATURAL GROUND SHALL BE REMOVED AND LOCATED BELOW NATURAL GROUND SHALL BE ABANDONED IN PLACE. OPEN ENDS OF CONDUIT SHALL BE CAPPED.
2. ALL ASSOCIATED SIGNAL WIRING SHALL BE REMOVED FROM ABANDONED CONDUIT AND SHALL BECOME THE PROPERTY OF THE CONTRACTOR.
3. ALL REMOVED SIGNAL EQUIPMENT SHALL BE STORED AS DIRECTED BY THE CITY OF HATTIESBURG.
4. ALL CONCRETE FOUNDATIONS ASSOCIATED WITH SIGNAL DEMOLITION SHALL BE REMOVED TO A DEPTH OF 6" BELOW NATURAL GROUND AND BACKFILLED AS DIRECTED.
5. EXISTING POLES USED TO SUPPORT SPAN WIRE ARE THE PROPERTY OF MISSISSIPPI POWER CO. AND SHALL NOT BE REMOVED. UTILITY RELOCATION SHALL BE PERFORMED BY OTHERS.



NOTICE TO DRAWING HOLDER	REVISIONS				DRAWING INFORMATION		CITY OF HATTIESBURG FORREST COUNTY, MS	NEEL-SCHAFFER <i>Solutions you can build upon</i>	TRAFFIC SIGNAL DEMOLITION PLAN	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 7856.001	FILENAME: DEMO.DWG			WORKING NUMBER:	DRAWING NUMBER:
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.					SCALE: 1" = 20'					
					SURVEYED BY: SHOWS, DEARMAN & WAITS					
					DSGN: GPC	DATE: 06/2016				
					DRWN: GPC	DATE: 06/2016				
					CHKD:	DATE:				
					QA/QC:	DATE:			TSDEMO-1	46

SIGNALS



DETECTOR ASSIGNMENT SUMMARY

DETECTOR NUMBER	VIDEO ZONE SIZE	CAMERA	REMARKS
1	6' x 50'	VD1	VIDEO
2A	6' x 50'	VD2	VIDEO
2B	6' x 50'	VD2	VIDEO
3A	6' x 50'	VD3	VIDEO
3B	6' x 50'	VD3	VIDEO
6	6' x 50'	VD1	VIDEO
DETECTOR NUMBER CORRESPONDS WITH PHASE NUMBER			

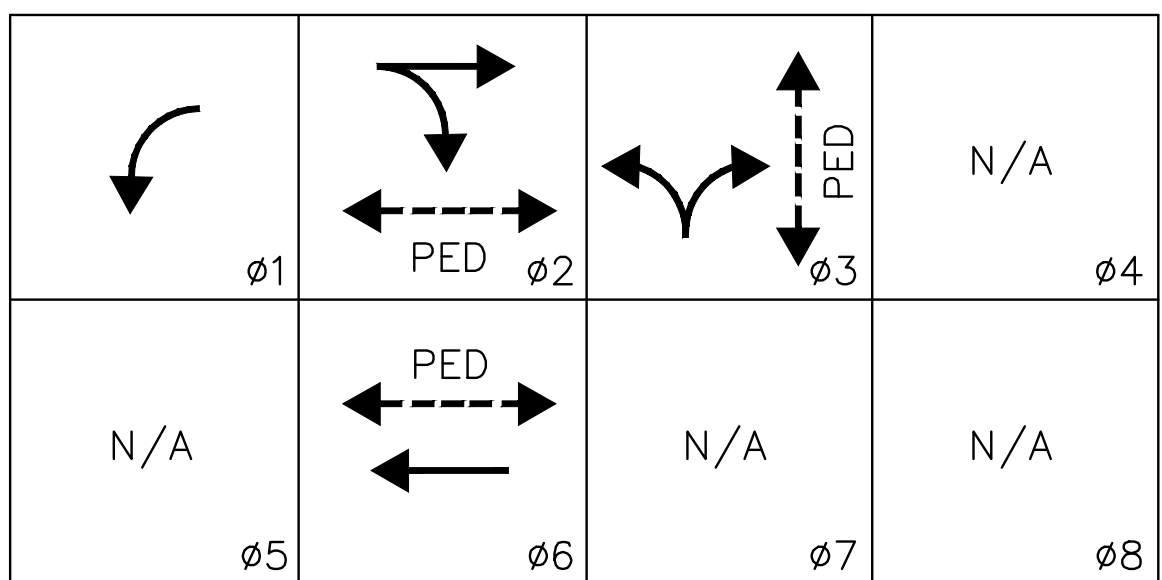
MAST ARM POLE CHART

LOCATION *		SHAFT LENGTH	MAST ARM LENGTH	HEAD/SIGN SPACING	STREET NAME SIGN		POLE TYPE
					SIGN	EST. SIZE	
SE CORNER	NORTH	30'	30'	9, 15, 18, 27	HUTCHINSON AVE	78"x18"	IV
NW CORNER	SOUTH	30'	30'	8, 13, 22, 25	W. 4TH ST.	48"x18"	IV
	EAST		55'	22, 32, 35, 44, 47	HUTCHINSON AVE	78"x18"	
NE CORNER	N/A	8'	N/A	N/A	N/A	N/A	VI
SW CORNER	N/A	8'	N/A	N/A	N/A	N/A	VI

* LOCATION OF ARMS ARE DETERMINED FROM THE CENTER OF THE SUPPORT POLE TO THE END OF THE MAST ARM.

* MAST ARMS AND POLES SHALL BE POWDER COATED DARK BRONZE.

SIGNAL PHASING



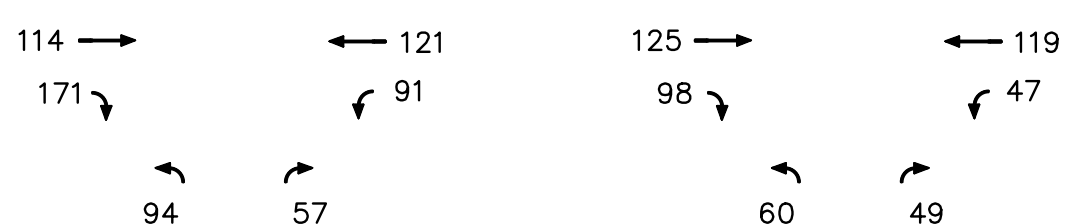
MINIMUM RECALL: ø2 + ø6
FLASHING OPERATION - YELLOW: ø2 + ø6
RED: ø3
NO FLASH: ø1

EMERGENCY PRE-EMPT:
CHANNEL 1 - ø1 + ø6
CHANNEL 2 - ø2
CHANNEL 3 - ø3

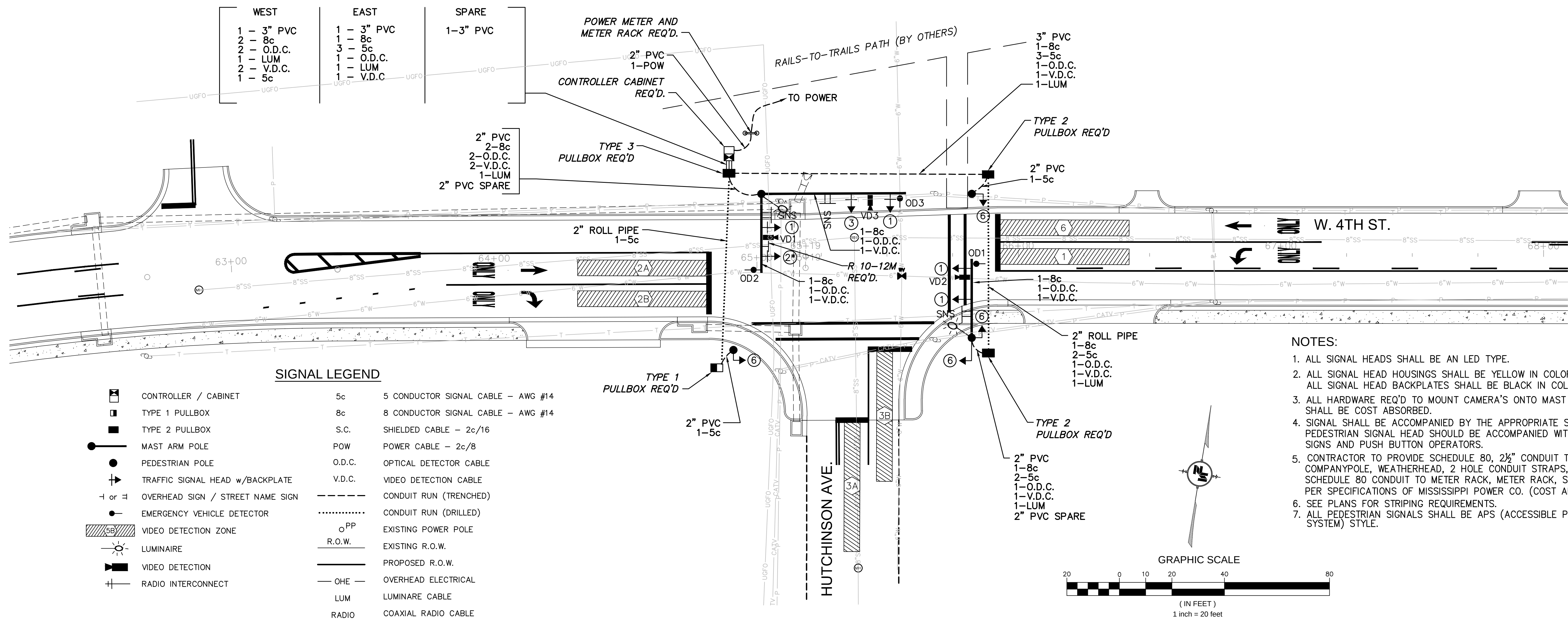
2011 COUNTS

A.M. PEAK HOUR

P.M. PEAK HOUR



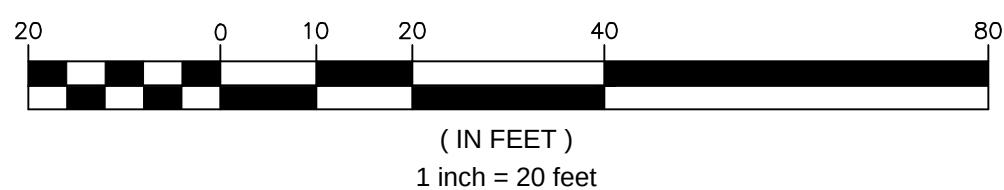
DETAIL OF TYPICAL TRAFFIC SIGNAL SIGNS



NOTES:

- ALL SIGNAL HEADS SHALL BE AN LED TYPE.
- ALL SIGNAL HEAD HOUSINGS SHALL BE YELLOW IN COLOR. ALL SIGNAL HEAD BACKPLATES SHALL BE BLACK IN COLOR.
- ALL HARDWARE REQ'D TO MOUNT CAMERA'S ONTO MAST ARMS SHALL BE COST ABSORBED.
- SIGNAL SHALL BE ACCOMPANIED BY THE APPROPRIATE SUPPLEMENTARY SIGNS. PEDESTRIAN SIGNAL HEAD SHOULD BE ACCOMPANIED WITH SUPPLEMENTARY SIGNS AND PUSH BUTTON OPERATORS.
- CONTRACTOR TO PROVIDE SCHEDULE 80, 2½" CONDUIT TO AND UP POWER COMPANYPOLE, WEATHERHEAD, 2 HOLE CONDUIT STRAPS, AND UNDERGROUND SCHEDULE 80 CONDUIT TO METER RACK, METER RACK, SWITCH, AND METER AS PER SPECIFICATIONS OF MISSISSIPPI POWER CO. (COST ABSORBED)
- SEE PLANS FOR STRIPING REQUIREMENTS.
- ALL PEDESTRIAN SIGNALS SHALL BE APS (ACCESSIBLE PEDESTRIAN SYSTEM) STYLE.

GRAPHIC SCALE



NOTICE TO DRAWING HOLDER

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REVISIONS

NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION

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SCALE: 1" = 20'
SURVEYED BY:
DSGN: GPC DATE: 06/2016
DRWN: JPF DATE: 06/2016
CHKD: DATE:
QA/QC: DATE:

FOURTH STREET
ROADWAY IMPROVEMENT PROJECT-PHASE II
PROJECT NO. HPP-7194-00(003) LPA/105845-801000

CITY OF HATTIESBURG
FORREST COUNTY, MS

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TRAFFIC SIGNAL
INSTALLATION PLAN

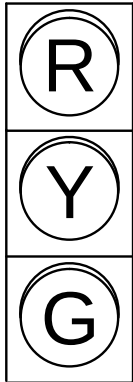
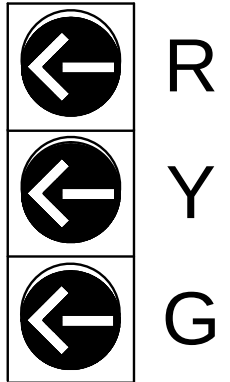
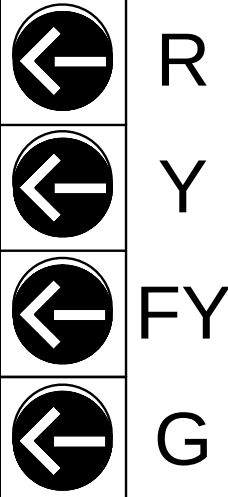
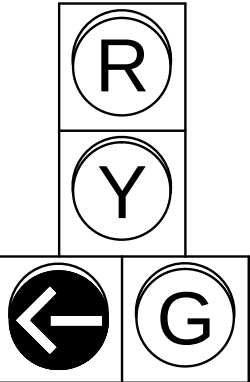
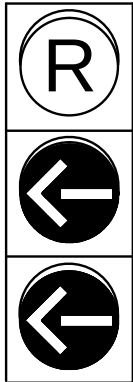
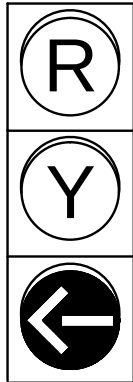
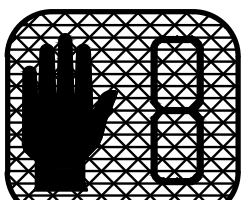
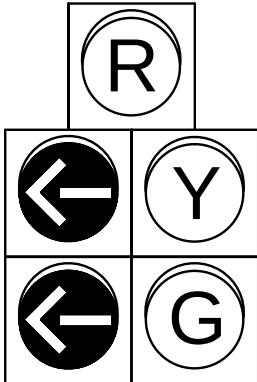
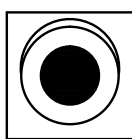
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TSI-1

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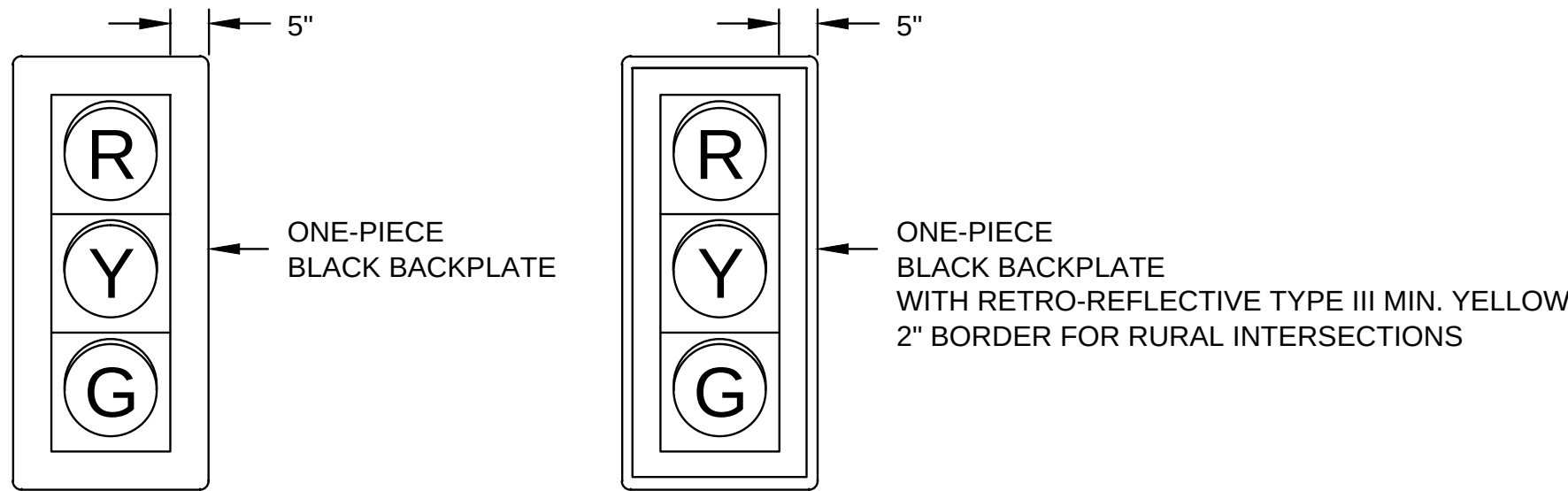
DETAIL OF TYPICAL TRAFFIC SIGNAL HEADS

TYPE 1	TYPE 2	TYPE 2 FYA	TYPE 3	TYPE 4	TYPE 5	TYPE 6	TYPE 7	TYPE 8
	 R Y G	 R Y FY G		 R Y G	 R Y G	 COUNTDOWN TYPE LED	 R Y G Y G	 R SUPPLEMENTAL RED INDICATION

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 OPTICALLY PROGRAMMED VIA LOUVERS.
- LETTER "R" ON HEAD TYPES MEANS RIGHT TURN ARROW(S).
- TYPE 6 SIGNAL HEAD SHALL BE FURNISHED WITH R10-36 SIGN & PEDESTRIAN PUSHBUTTON. TYPE 6 SIGNAL HEAD SYMBOLS/NUMBERS SHALL BE FULLY ILLUMINATED (NO OUTLINE SYMBOLS ALLOWED).
- TYPE 7 SIGNAL HEAD SHALL BE FURNISHED WITH R10-12 SIGN WHEN INDICATED ON PLANS. TYPE 4 & 5 SIGNAL HEADS SHALL BE FURNISHED WITH R10-10L SIGNS. TYPE 2 FYA SIGNAL HEAD SHALL BE FURNISHED WITH A FYA SIGN. COST OF SIGNAL SIGNS SHALL BE COST ABSORBED.
- FOR SPAN WIRE INSTALLATION, THE HOUSING FOR THE RED INDICATION OF A TYPE 7 HEAD, SHALL BE ALUMINUM.

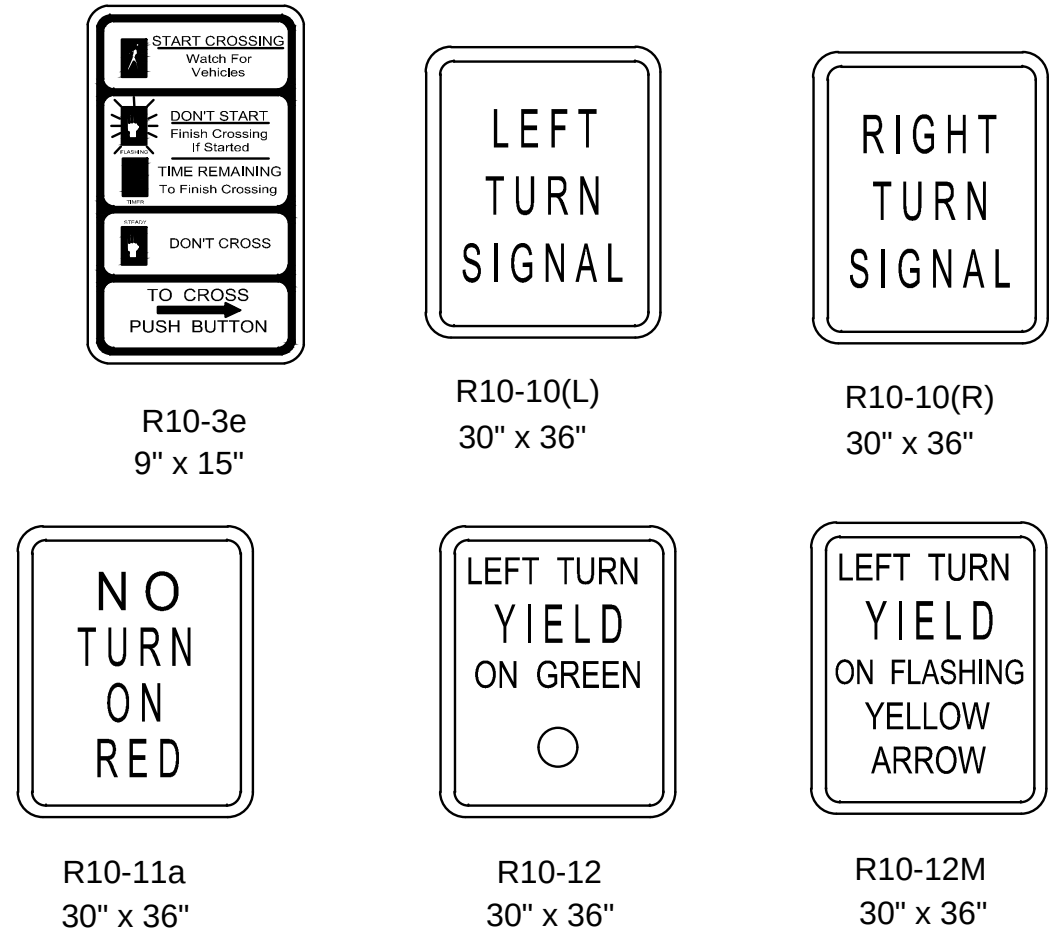
DETAIL OF TRAFFIC SIGNAL WITH BACKPLATE



NOTE:

ALL SIGNAL HEADS SHALL INCLUDE BACKPLATES
UNLESS OTHERWISE NOTED ON TRAFFIC SIGNAL INSTALLATION SHEETS.

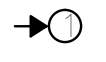
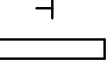
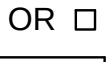
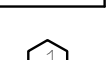
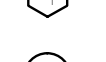
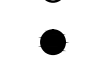
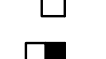
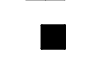
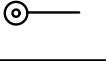
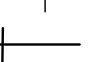
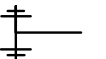
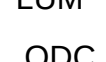
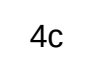
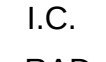
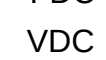
DETAIL OF TYPICAL TRAFFIC SIGNAL SIGNS



NOTES:

- ALUMINUM SIGN BLANKS ARE TO BE ALLOY 5052-H38 AND 0.08" (NOMINAL) THICK.
- THE SIGNS SHALL BE SUPPLIED WITH MOUNTING BRACKETS 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.
- THE BACKGROUND SHALL BE REFLECTORIZED USING TYPE IX SHEETING.

SIGNAL PLAN LEGEND

	SIGNAL HEAD REQUIRED / TYPE
	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
	EXISTING PULLBOX
	PULLBOX REQUIRED (TYPE 1)
	PULLBOX REQUIRED (TYPE SPECIFIED ON PLAN SHEETS)
	MAST ARM POLE REQUIRED
	RADAR DETECTOR
	CAMERA DETECTOR
	OPTICAL DETECTOR UNIT
	CONDUIT
	ROLL PIPE
	LUMINAIRE
	RADIO INTERCONNECT ANTENNA
	TWO-WAY WIRELESS ANTENNA
	WIRELESS REPEATER
	P.B. SHIELDED CABLE
	POW POWER CABLE
	LUM LUMINAIRE POWER CABLE
	ODC OPTICAL DETECTOR CABLE
	4c NUMBER OF CONDUCTORS
	I.C. INTERCONNECT CABLE
	RAD RADIO COMMUNICATIONS CABLE
	FDC FIBER DROP CABLE
	VDC VIDEO DETECTION CABLE

GENERAL NOTES

- INTERCONNECT CABLE SHALL BE EITHER IMSA 40-2 OR IMSA 40-4 SIGNAL CABLE, STRANDED. AWG NUMBER AND NUMBER OF CONDUCTORS AS SHOWN ON PLANS.
- SIGNAL SUPPLY CABLE SHALL BE IMSA 20-1-1991 SIGNAL CABLE, STRANDED. AWG NUMBER AND NUMBER OF CONDUCTORS AS SHOWN ON PLANS.
- POWER SUPPLY CABLE SHALL BE IMSA 20-1-2 CONDUCTOR CABLE, STRANDED. AWG NUMBER AS SHOWN ON PLANS.
- DETECTOR SHIELDED CABLE SHALL BE IMSA 50-2 SIGNAL CABLE, AWG #14 STRANDED COPPER CONDUCTORS, UNLESS OTHERWISE NOTED ON THE PLANS.
- POLES, SIGNAL HEADS, EQUIPMENT BOXES, PULLBOXES AND CONDUIT 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.
- POLES AND FOUNDATIONS OF EXISTING SIGNAL INSTALLATIONS SHALL BE CUT OFF 6" BELOW GROUND OR REMOVED AND AREA RESTORED TO MATCH ADJACENT SURFACE AS DIRECTED BY THE ENGINEER.
- LOOP AMPLIFIERS SHALL BE REQUIRED AS SHOWN ON PLANS WHERE TWO OR MORE LOOPS ARE CONNECTED TO THE SAME CHANNEL, THEY SHALL BE WIRED IN SERIES.
- 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 2001 AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS. USE FATIGUE CATEGORY II. DO NOT CONSIDER GALLOPING OR TRUCK FORCES. USE 50 YEAR DESIGN LIFE. WIND AND ICE LOADS VARIABLE BASED UPON MAPS IN THE 2001 AASHTO SPECIFICATION. USE UPSWEPT MAST ARMS.
- DETERMINATION OF REQUIRED SIZES, LENGTHS AND GAUGES OF TYPE I, II, III AND IV 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.
- 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.
- ALL STRAIN POLES AT AN INTERSECTION SHALL BE THE SAME DIAMETER AND UTILIZE THE SAME BOLT CIRCLE SPACING.
- POLE FOUNDATIONS AND BASE MOUNTED CABINET FOUNDATIONS, GRADE SHALL BE ESTABLISHED TO $\pm 3"$ OF EDGE OF PAVEMENT ELEVATION AS DIRECTED BY THE ENGINEER
- TRAFFIC SIGNAL CABINETS AND CONTROLLERS SHALL BE WIRED TO PROVIDE FOR ALL PHASES INCLUDING FUTURE PHASES IN ACCORDANCE WITH THE PHASE SEQUENCE DIAGRAM.
- ALL EXISTING TRAFFIC SIGNAL EQUIPMENT SHALL BE REMOVED AND SALVAGED BY THE CONTRACTOR WITH THE COST TO BE ABSORBED, UNLESS OTHERWISE NOTED IN THE PLANS. THE EXISTING POLES, CABINETS, CONTROLLERS, TRAFFIC SIGNAL HEADS, AND OTHER ITEMS AS NOTED ON PLANS ARE TO BE STOCKPILED AS DIRECTED BY THE ENGINEER FOR PICKUP BY STATE FORCES OR AS NOTED ON PLANS. ALL OTHER SIGNAL EQUIPMENT SHALL BECOME THE PROPERTY OF THE CONTRACTOR.
- THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE ELECTRICAL SERVICE FROM THE POWER COMPANY SERVICE POINT TO THE TRAFFIC SIGNAL CONTROLLER. 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 PANEL, THEN TO THE CONTROLLER, AS SHOWN ON THE PLANS. THE CONTRACTOR SHALL MAKE APPLICATION WITH THE POWER COMPANY IN ADVANCE OF NEEDING THE SERVICE. INSTALLATION OF NEW SERVICE POLE (IF NEEDED) IS THE RESPONSIBILITY OF THE CONTRACTOR AND IS COST ABSORBED. POWER SERVICE METER SHALL NOT BE MOUNTED ON THE CONTROLLER CABINET OR MAST ARM POLE SHAFT.
- IF IT IS NECESSARY TO RUN ELECTRIC SERVICE CABLE FROM ONE POLE TO ANOTHER, THE SERVICE CABLE SHALL BE LASHED TO A SEPARATE MESSENGER CABLE LOCATED 1 FOOT MIN. ABOVE THE SIGNAL CABLE.
- VEHICLE LOOP ASSEMBLIES SHALL BE INSTALLED IN THE TOP LAYER OF BINDER OR EXISTING SURFACE BEFORE THE FINAL SURFACE COURSE IS APPLIED.
- PEDESTRIAN PUSHBUTTONS AND SIGNS TO BE INCLUDED IN PAY ITEM FOR TYPE 6 HEADS AT NO ADDITIONAL COST. SIDE OF POLE LOCATIONS OF PUSHBUTTONS MAY BE FIELD ADJUSTED.
- FIELD DRILL AND TAP EXISTING POLES WHERE PEDESTRIAN SIGNALS AND PUSHBUTTONS ARE REQUIRED ON PLANS. (ABSORBED ITEM).
- REFER TO WORKING NUMBER TSD-5 "CONDUIT ENTRANCE DETAIL" WHEN NEW CONDUIT(S) ARE REQUIRED AT EXISTING SIGNAL POLES OR CONTROLLERS.
- MESSENGER CABLE AND OTHER SUPPORTING DEVICES WHERE REQUIRED SHALL BE ABSORBED IN THE PAY ITEMS FOR ELECTRIC CABLE.
- FOR PROTECTED/PERMITTED LEFT TURN PHASING: TYPE 7 OR 7A TRAFFIC SIGNAL HEADS (FIVE SECTION HEADS) SHALL OPERATE SUCH THAT THE CIRCULAR INDICATIONS DISPLAYED WILL BE IDENTICAL AND SIMULTANEOUS TO THE CIRCULAR INDICATIONS FOR THE ADJACENT THROUGH MOVEMENT SIGNAL HEADS; A CIRCULAR RED AND EITHER A GREEN ARROW OR YELLOW ARROW MAY BE DISPLAYED SIMULTANEOUSLY IN THE SAME FIVE SECTION HEAD. FOR 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.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TEMPORARY SIGNALS IF NECESSARY TO ACCOMMODATE ROADWAY CONSTRUCTION AND SHALL BE PAID FOR UNDER PAY ITEM 619-H1, TRAFFIC SIGNALS.
- CONTRACTOR IS RESPONSIBLE FOR SCHEDULING FINAL INSPECTION MEETING WITH DISTRICT OFFICE, PROJECT OFFICE AND TRAFFIC ENGINEERING FOR SIGNAL PORTION OF THE PROJECT.
- THERE SHALL BE A 30 DAY BURN IN PERIOD FROM THE TIME THE SIGNAL IS OPERATIONAL AS OUTLINED IN SECTION 634.03.3 OF THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2004 EDITION.
- EMERGENCY VEHICLE PREMPTION (WHERE REQUIRED ON THE PLANS) SHALL HAVE A SECURITY ENABLED PHASE SELECTOR.
- DESIGN WIND SPEEDS FOR TRAFFIC SIGNAL POLES SHALL BE 120 MPH, ACCORDING TO 2001 AASHTO SPECIFICATIONS. USE FATIGUE CATEGORY II, 50 YEAR DESIGN LIFE, AND DO NOT CONSIDER GALLOPING OR TRUCK-INDUCED GUSTS.
- TRAFFIC SIGNAL CABINETS SHALL HAVE A 16 LOAD BAY FACILITY, DUAL POSITION INTERNAL LED LIGHTING, A REAR ACCESS DOOR, A LAPTOP PULLOUT TRAY, AN AUTOHAND SWITCH IN THE POLICE PANEL, A PRE-WIRED 10 POSITION CARD RACK WITH 2-175 WATT MINIMUM POWER SUPPLIES AND 8 AVAILABLE CARD SLOTS.
- TRAFFIC SIGNAL MMU'S SHALL BE ETHERNET READY, 16 CHANNEL, AND CAPABLE OF RUNNING 12 DIFFERENT MODES OF FLASHING YELLOW ARROW OPERATION.

NOTICE TO DRAWING HOLDER

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REVISIONS				DRAWING INFORMATION	
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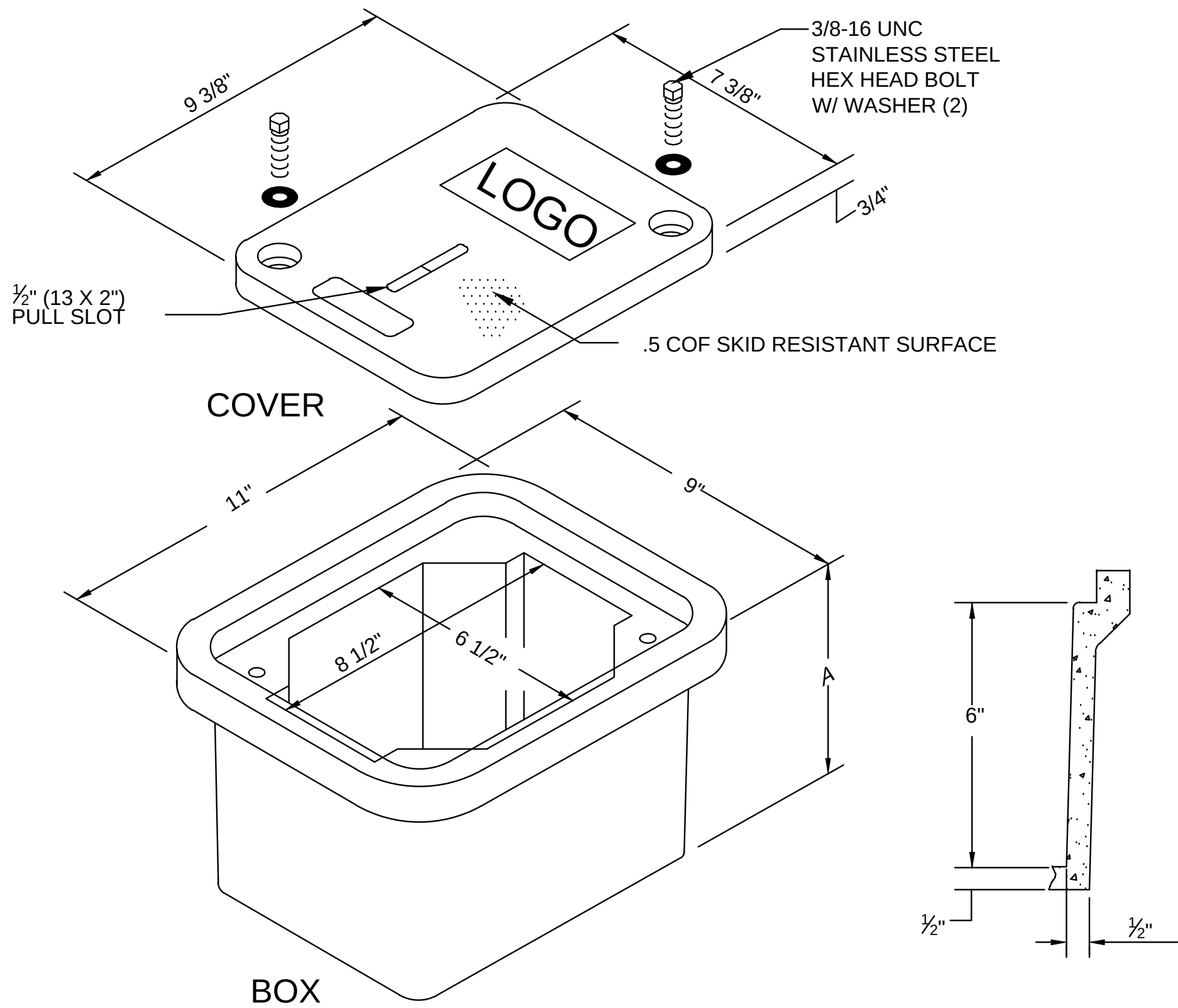
FOURTH STREET
ROADWAY IMPROVEMENT PROJECT-PHASE II
PROJECT NO. HPP-7194-00(003) LPA/105845-801000

CITY OF HATTIESBURG
FORREST COUNTY, MS



DETAIL OF TRAFFIC SIGNAL HEADS,
TRAFFIC SIGNAL SIGNS, AND
GENERAL NOTES

WORKING NUMBER:	DRAWING NUMBER:
TSD-1	48



TYPE 1 PULLBOX

NOT TO SCALE

Covers (blank unless logo is specified)

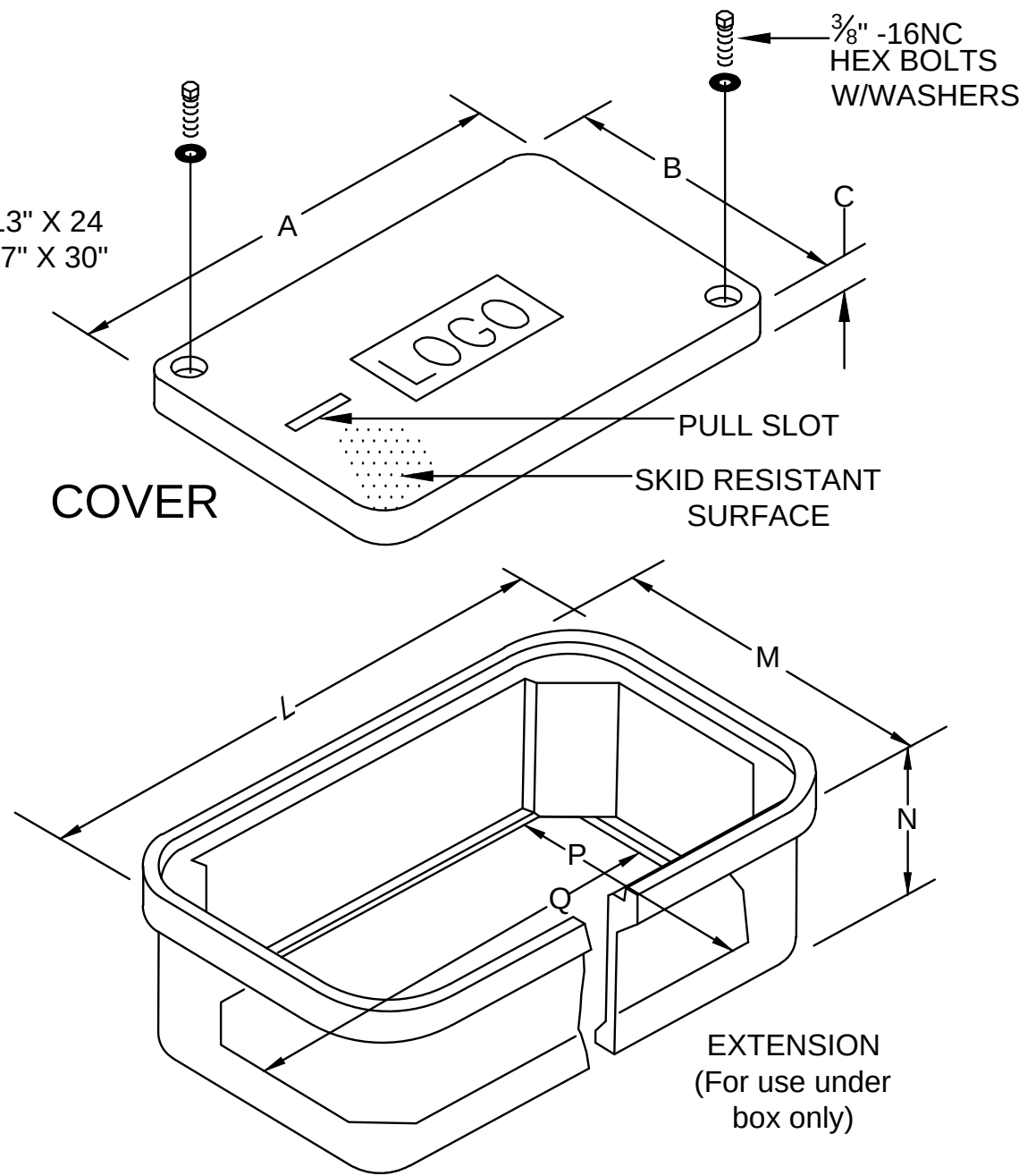
DESCRIPTION	WEIGHT #	DESIGN/TEST LOAD #	ANSI TIER
W/2 Bolts	4	8,000 / 12,000	8
Gasketed w/4 Bolts	4	8,000 / 12,000	8

Gasketed covers must be used with a gasketed box. Gaskets reduce the inflow of fluids but do not make the enclosure water tight.

Boxes (Stackable with self-aligning, replaceable EZ-Nut)

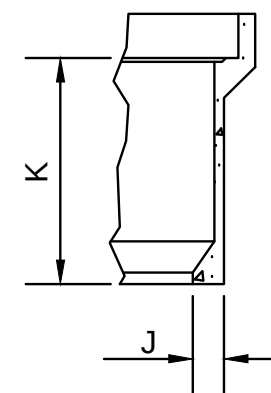
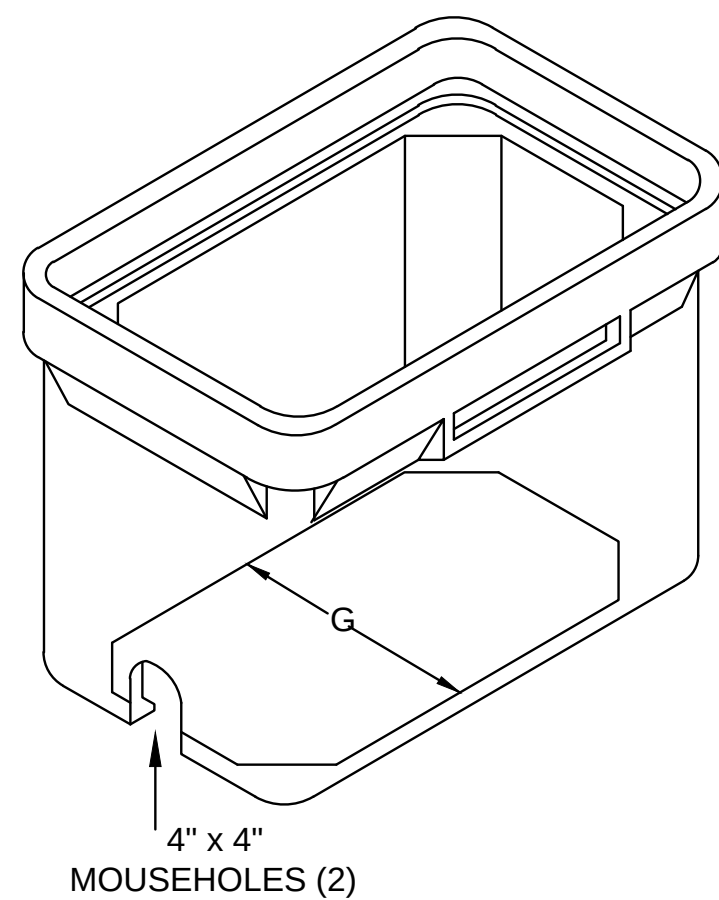
DESCRIPTION	WEIGHT #	DIMENSION A	DESIGN/TEST LOAD #	ANSI TIER
Open Bottom	12	6 3/4"	15,000 / 22,500	15
Open Bottom w/Gasket	12	6 3/4"	15,000 / 22,500	15
Solid Bottom	14.5	7 1/4"	15,000 / 22,500	15
Solid Bottom w/Gasket	14.5	7 1/4"	15,000 / 22,500	15

Dimensions & weights in parentheses are metric equivalent.



TYPE 2 or 3 PULLBOX

NOT TO SCALE



OPTIONS

1. Stainless steel standard penta-head bolt.
2. Specific cove logo.
3. Green or other colors
4. Special holes/knockouts

Covers (blank unless logo is specified)

DESCRIPTION	DIMENSION (IN.)			WT. LBS.
	A	B	C	
Locking Cover	23-3/4	13-3/4	2	32
	30-1/2	17-1/2	2	47
Non-Locking Cover	23-3/4	13-3/4	2	33
	30-1/2	17-1/2	2	48
Steel Locking Cover	23-3/4	13-3/4	2	65
	30-1/2	17-1/2	2	90
Heavy Duty Locking Cover	23-3/4	13-3/4	2	50
	30-1/2	17-1/2	2	74

Boxes (Stackable)	DIMENSION (IN.)							
DESCRIPTION	D	E	F	G	H	J	K	WT. LBS.
Standard Box	25	15-½	12	9-¾	19-¼	1-¼	10	53
	25	15-½	18	9-¾	19-¼	1-¼	16	62
	32-¼	19-¼	12	13-½	26-½	1-¼	10	82
	32-¼	19-¼	18	13-½	26-½	1-¼	16	94
Box W/ Mouseholes	32-¼	19-¼	22	13-½	26-½	1-¼	20	106
	25	15-½	12	9-¾	19-¼	1-¼	10	49
	25	15-½	18	9-¾	19-¼	1-¼	16	61
	32-¼	19-¼	12	13-½	26-½	1-¼	10	80
Box w/ Solid Base	32-¼	19-¼	18	13-½	26-½	1-¼	16	80
	32-¼	19-¼	22	13-½	26-½	1-¼	20	104
	25	15-½	18-½	N/A	N/A	N/A	16	73
	32-¼	19-¼	18-½	N/A	N/A	N/A	16	106

*Not to be used for extensions

Extensions (For use under box only)

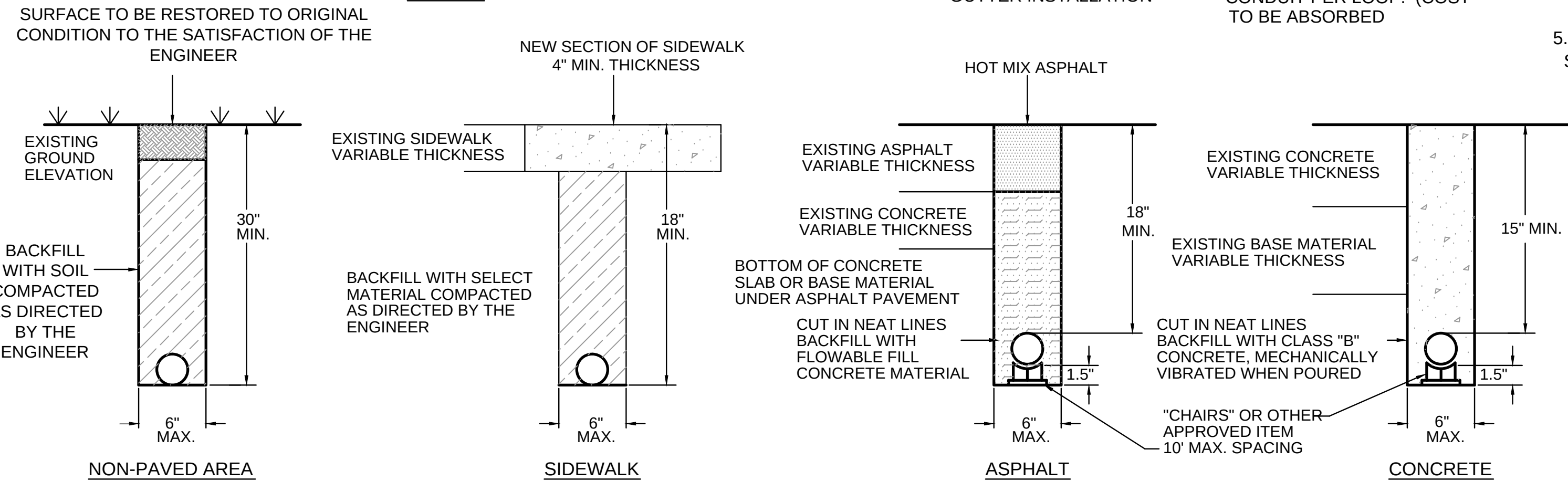
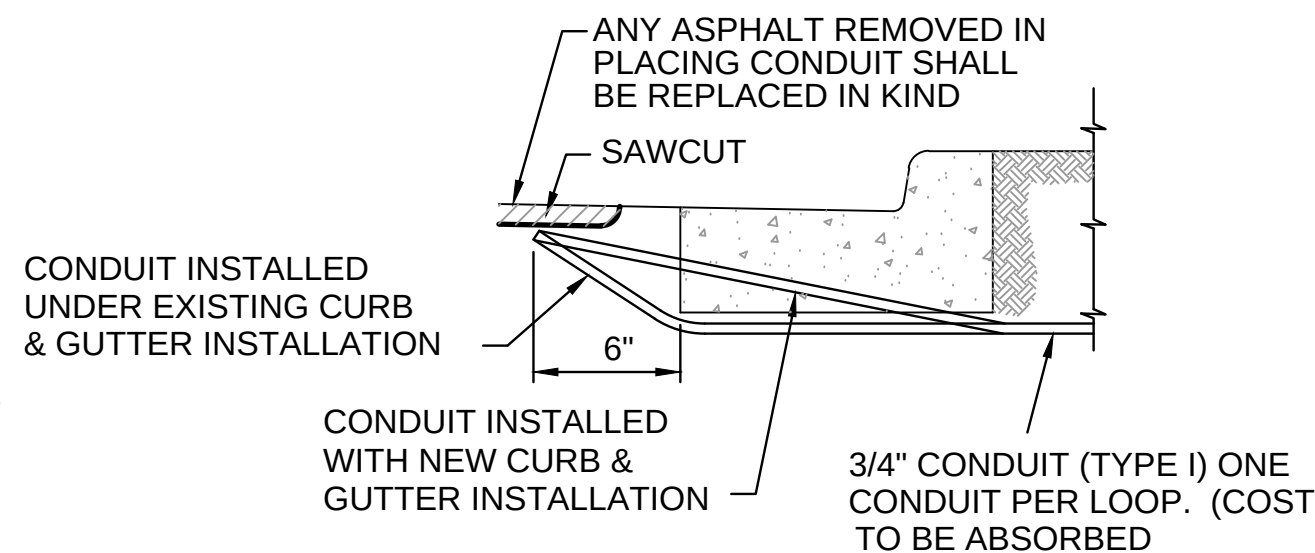
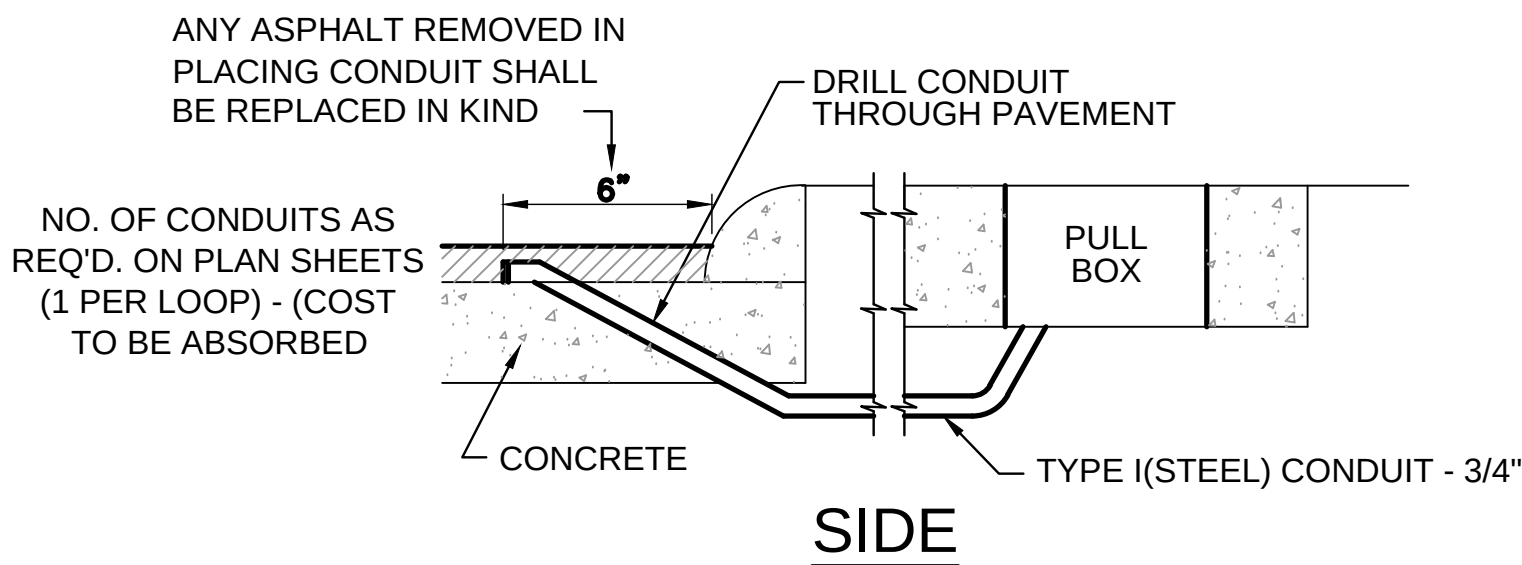
DESCRIPTION	DIMENSION (IN.)							WT. LBS.
	L	M	N	P	Q	R	S	
Extension (One Per Box)	23-¾	14-¼	8-¾	10-¼	19-¾	8	1	25
	30-⅞	17-⅞	8-¾	13-⅞	26-⅞	8	1	47
Extension w/ Solid Base	23-¾	14-¼	9-¼	N/A	N/A	8	N/A	35
	30-⅞	17-⅞	9-¼	N/A	N/A	8	N/A	65

Underground enclosures shall be Composites. Enclosures and covers shall be concrete gray color and rated for no less than 8,000 lbs. over a 10" X 10" area and be designed and tested to temperatures of -50 F. Material compressive strength shall be no less than 11,000 psi. Covers shall have a minimum coefficient of friction of .5. Boxes shall be stackable for extra depth.

NOMINAL PULLBOX SIZES

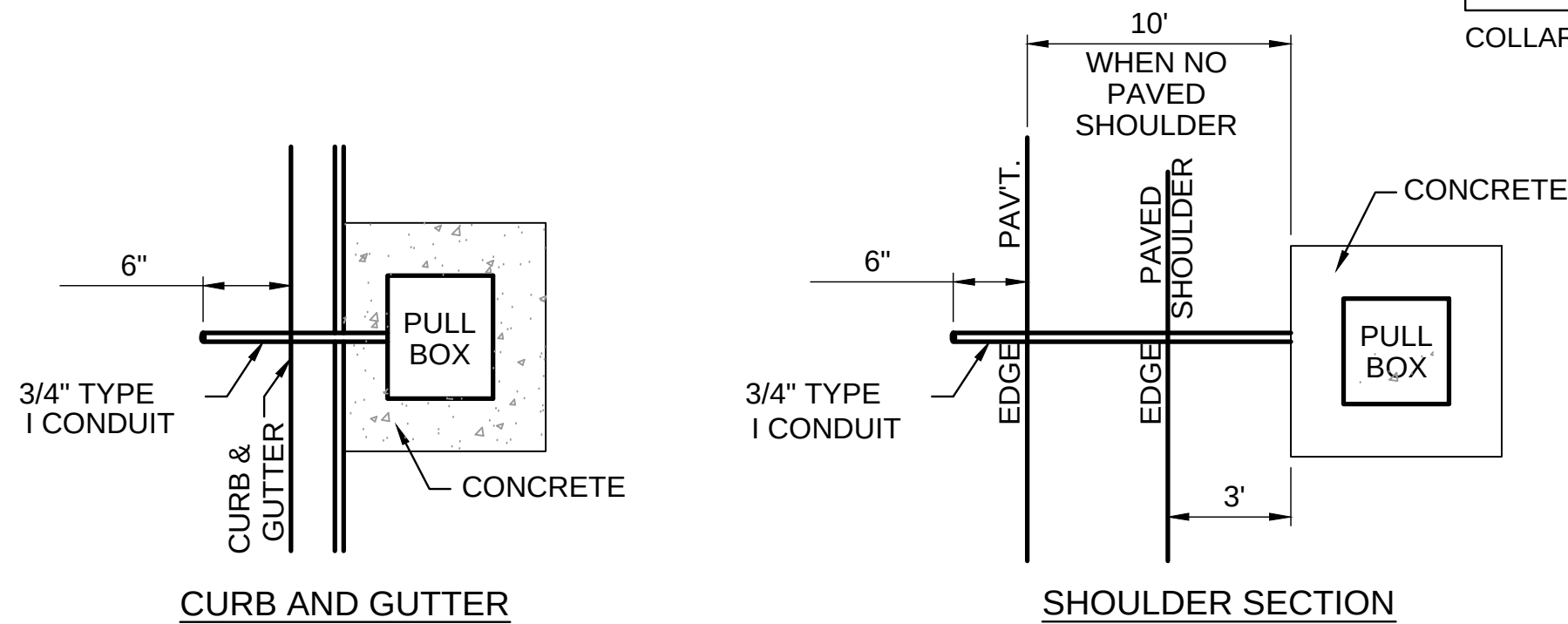
TYPE 1	TYPE 2	TYPE 3
9" x 11" x 6 3/4"	15" x 25" x 18"	19" x 32" x 24"

COLLARS AND GRAVEL UNDER PULLBOX REQUIRED FOR ALL TYPES OF PULLBOXES



CONDUIT TRENCHING DETAIL

NOT TO SCALE



PULL BOX LOCATION DETAIL

NOT TO SCALE

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				SURVEYED BY:	
				DSGN:	GPC DATE: 06/2016
				DRWN:	GPC DATE: 06/2016
				CHKD:	DATE:
				QA/QC:	DATE:

FOURTH STREET
ROADWAY IMPROVEMENT PROJECT-PHASE II
PROJECT NO. HPP-7194-00(003) LPA/105845-801000

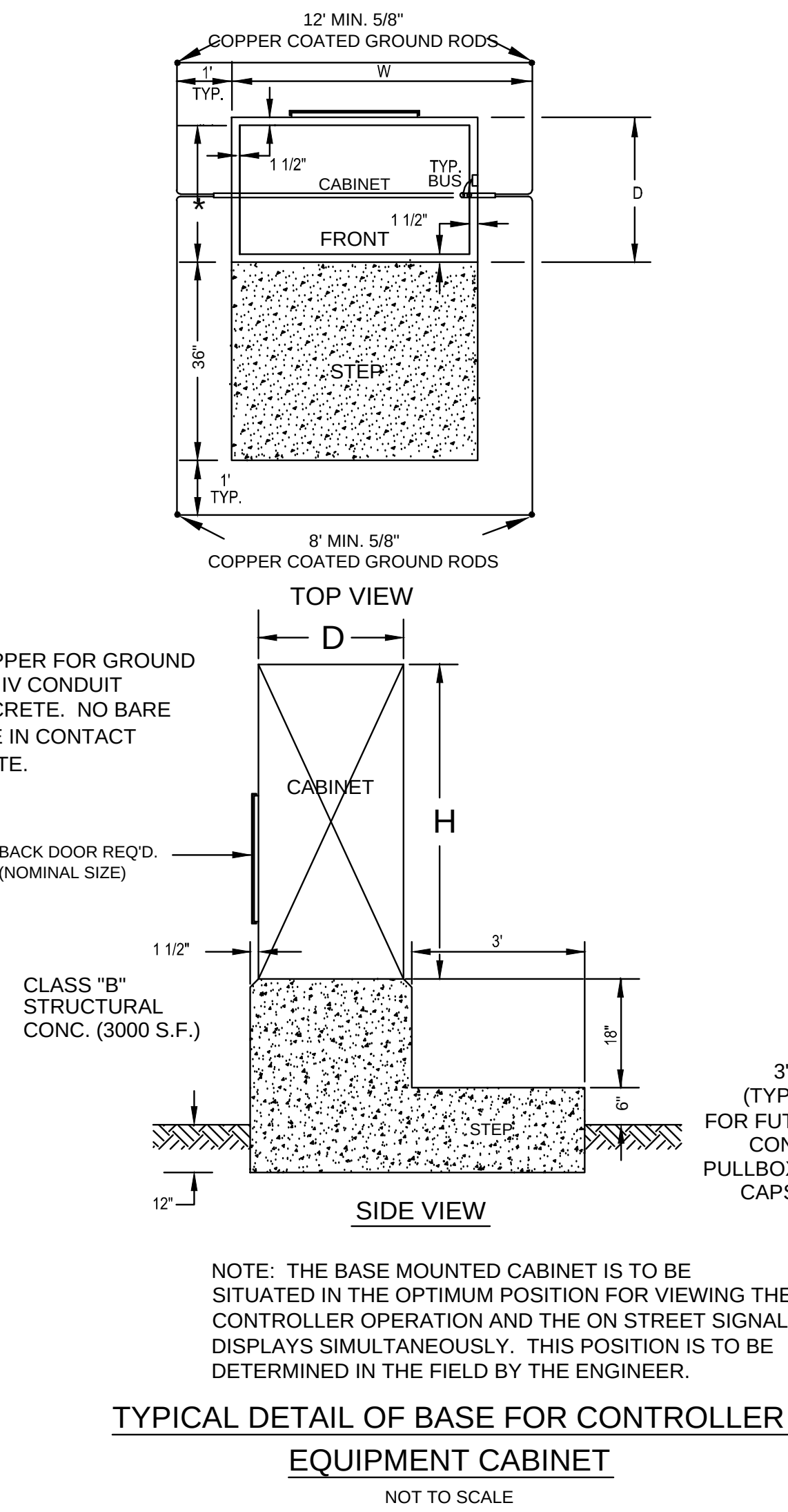
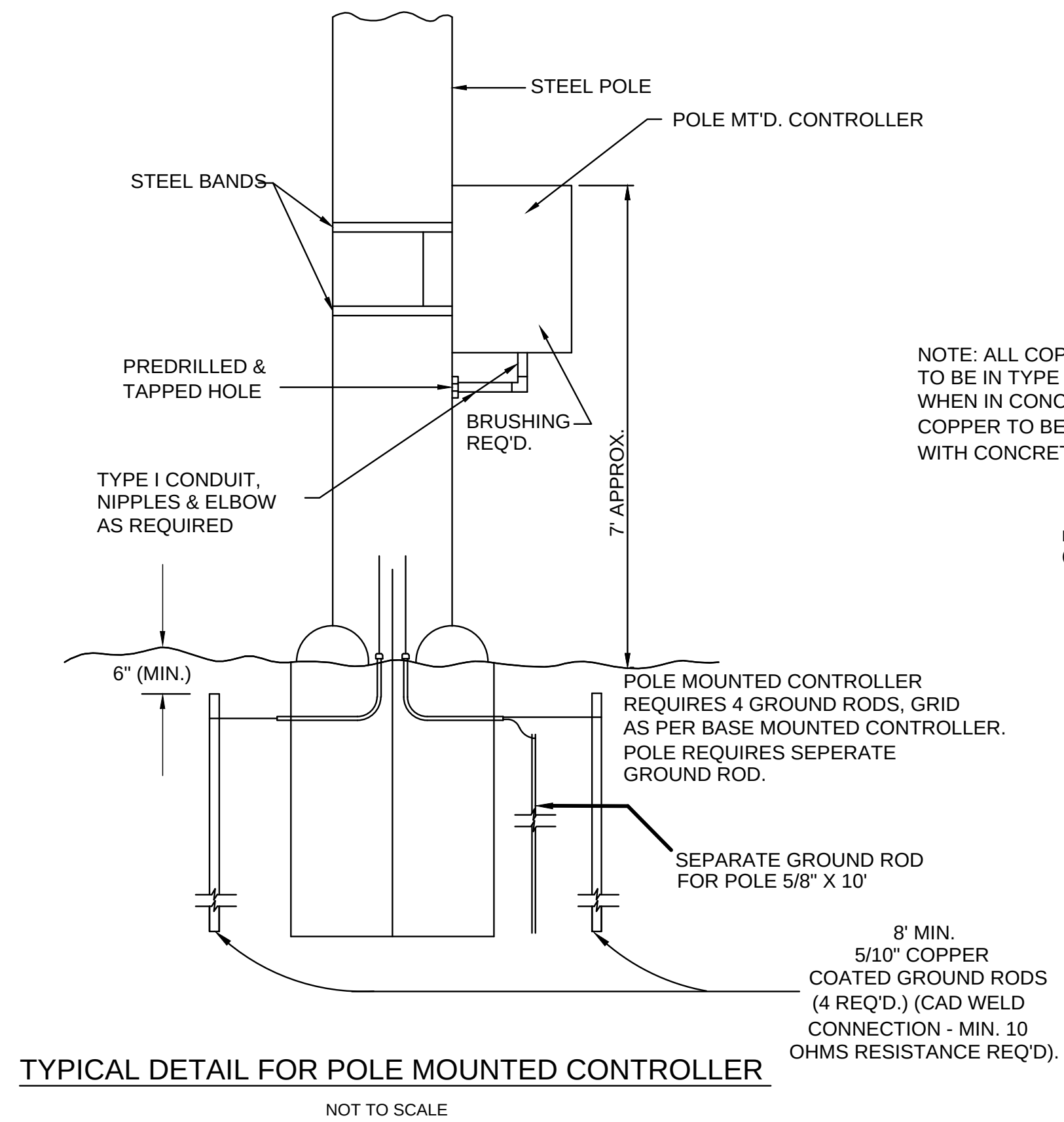
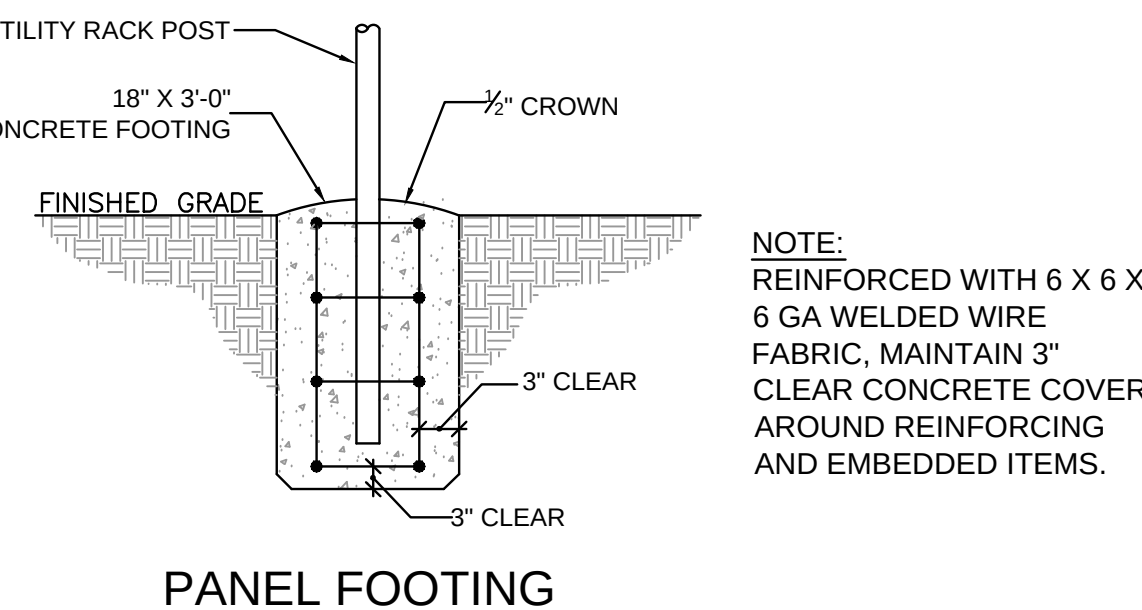
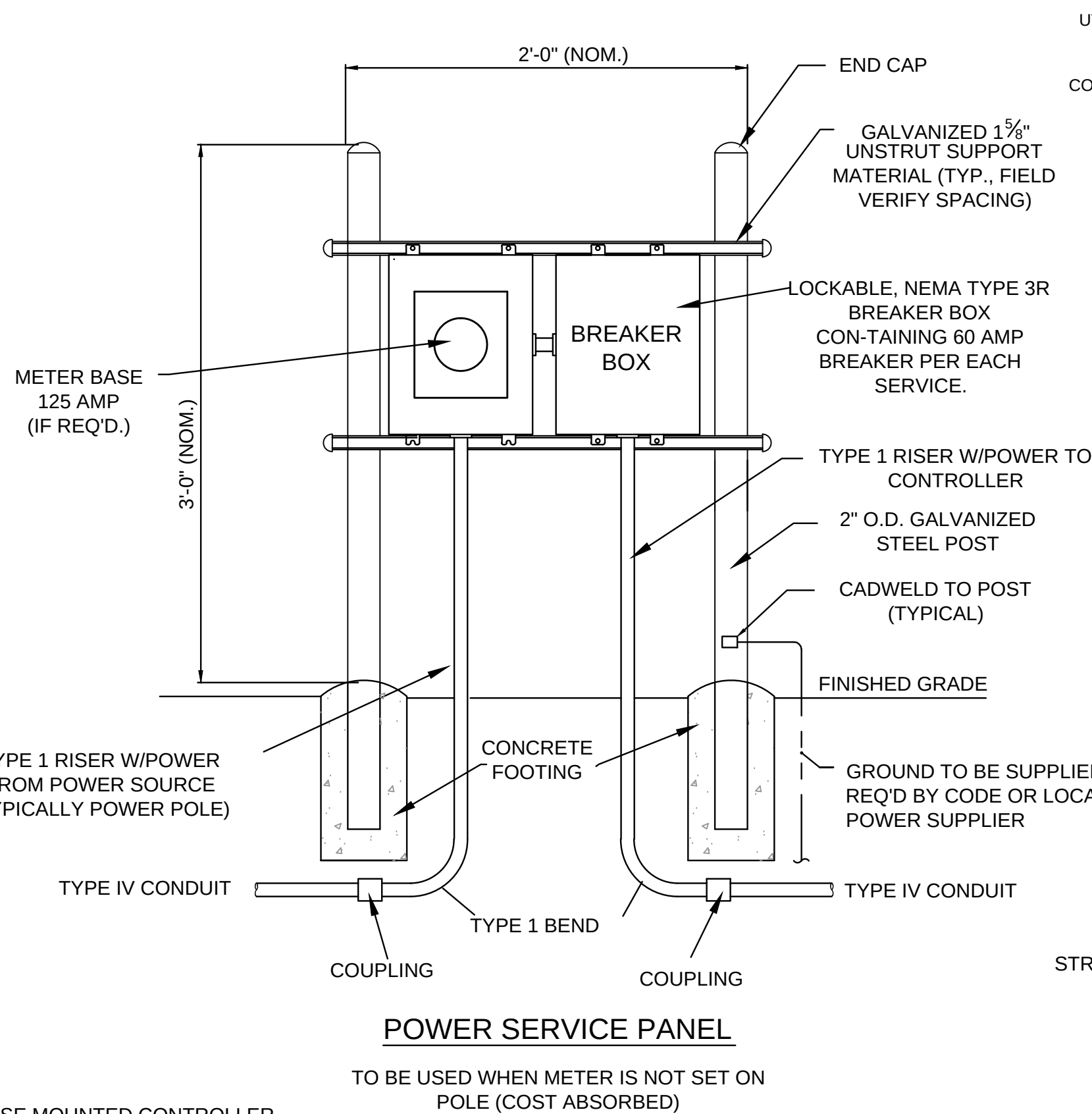
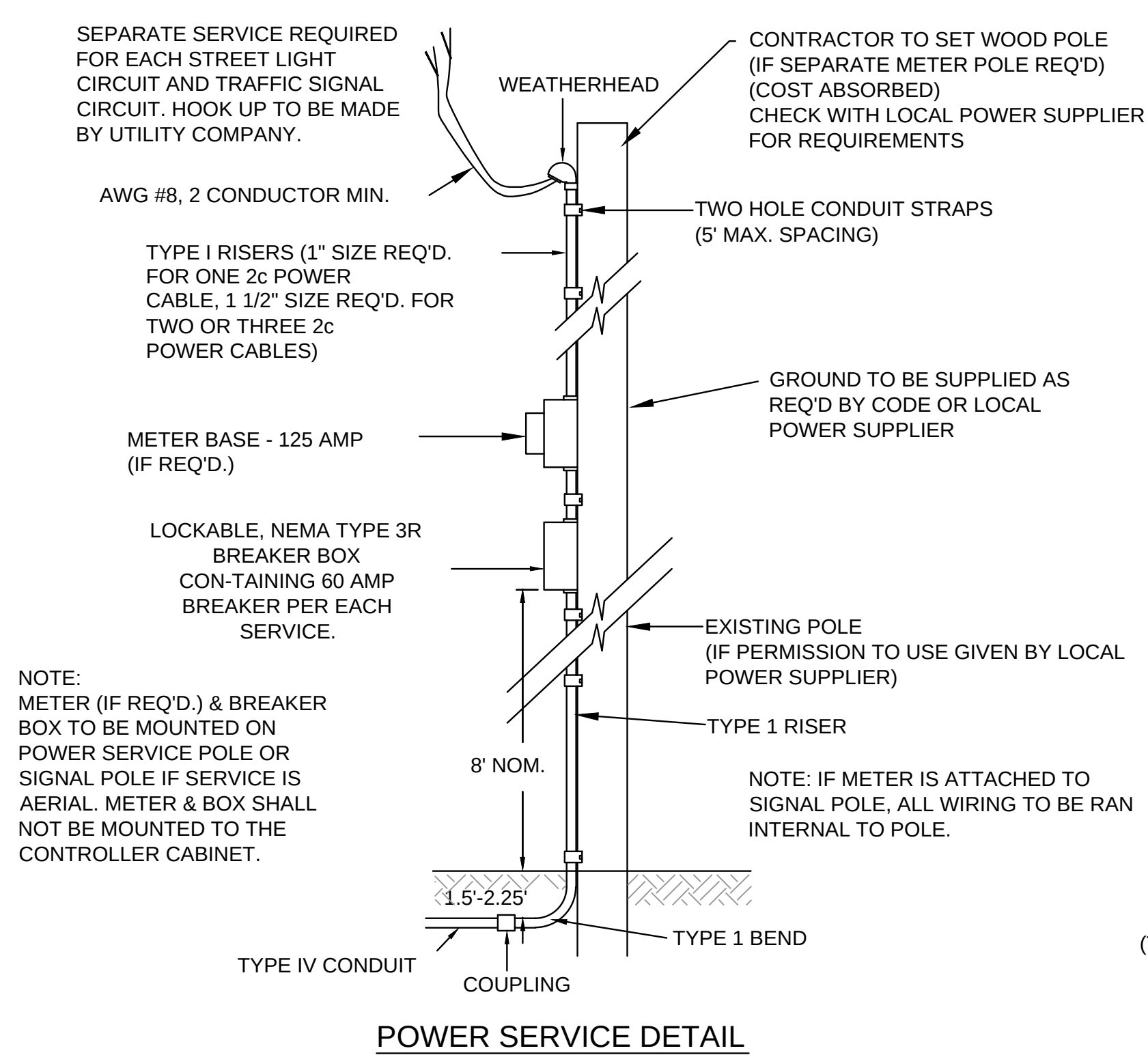
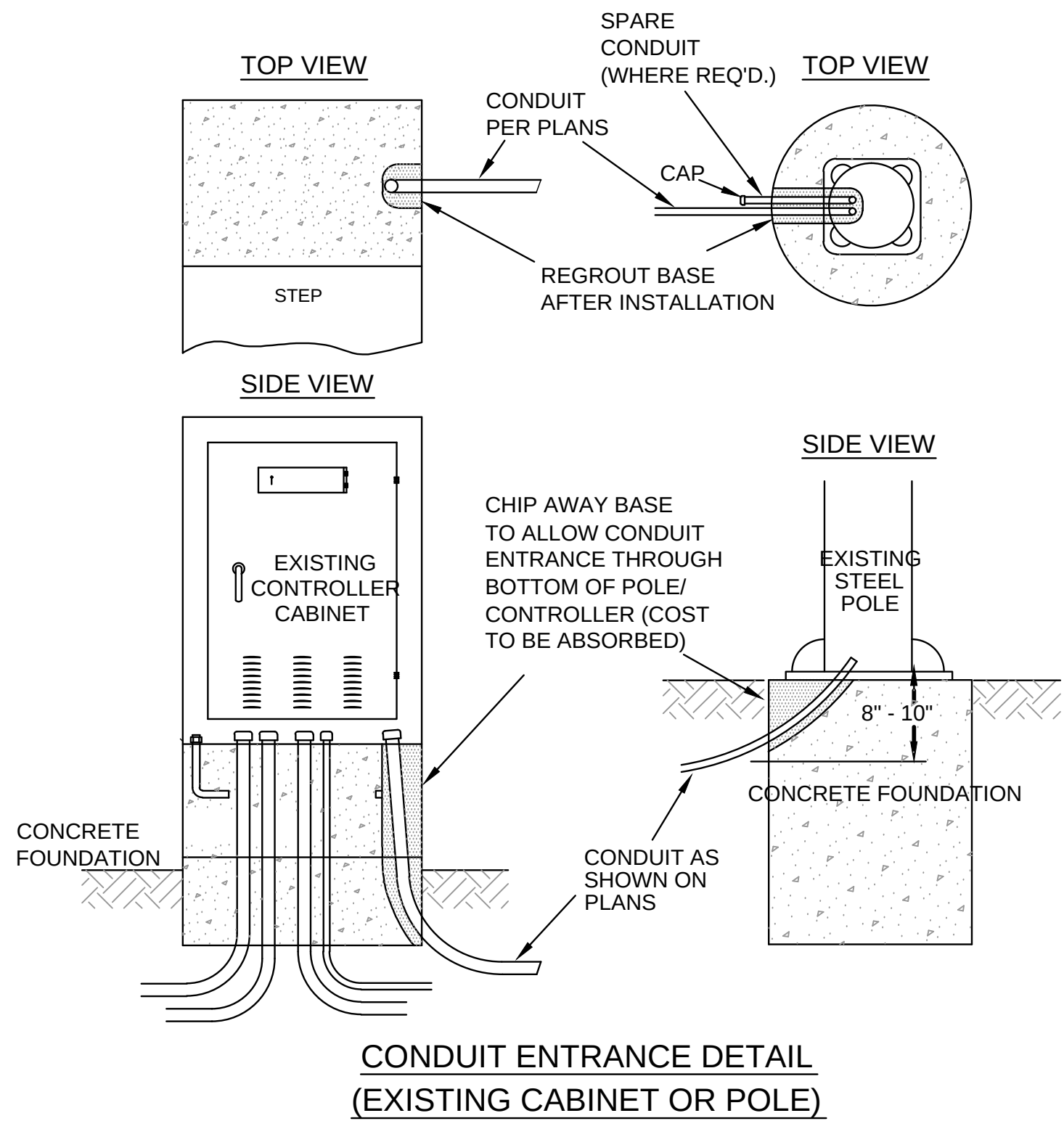
CITY OF HATTIESBURG
FORREST COUNTY, MS



PULL BOX AND CONDUIT TRENCHING
DETAILS FOR TRAFFIC SIGNAL
INSTALLATION

WORKING NUMBER:
TSD-3

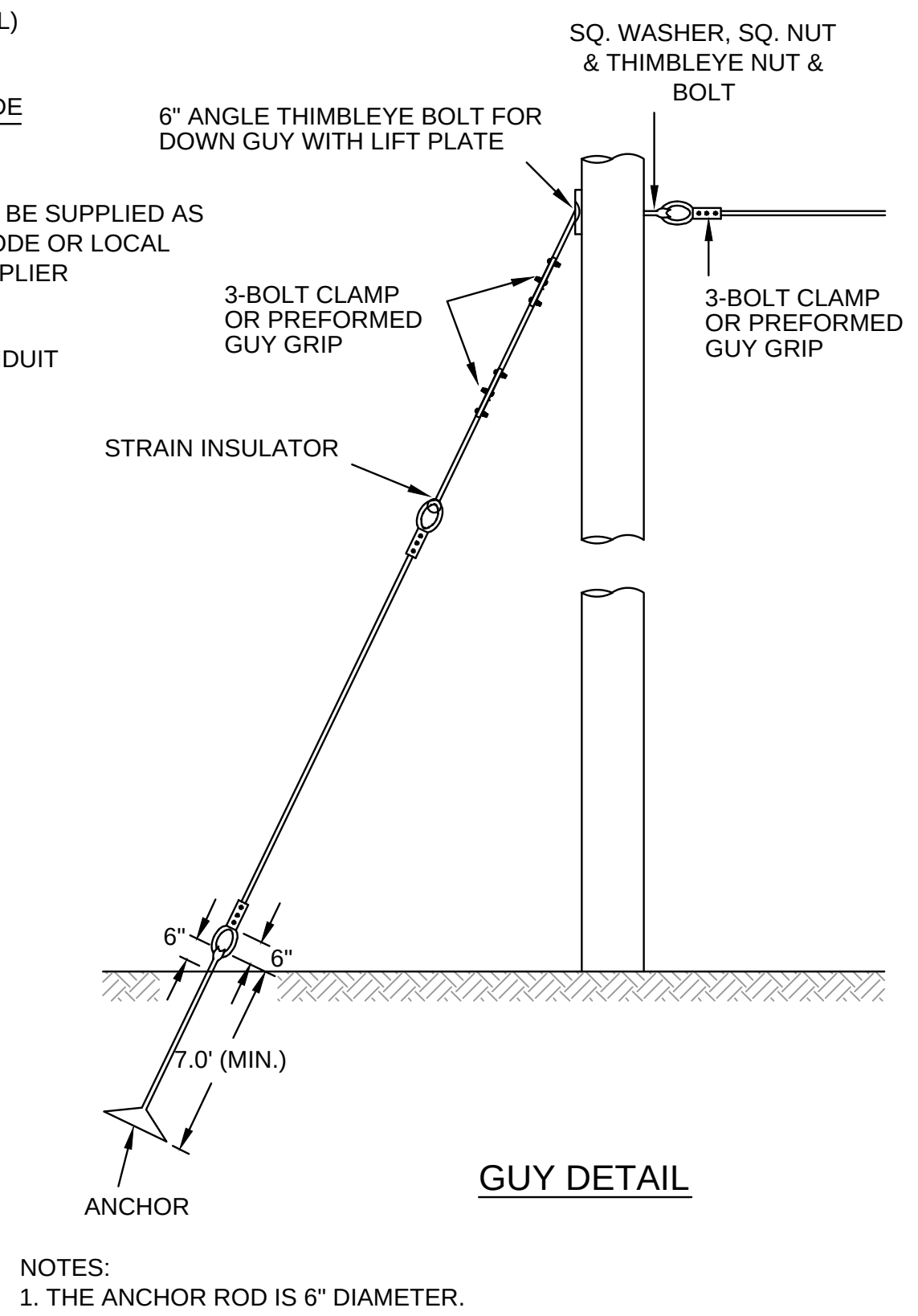
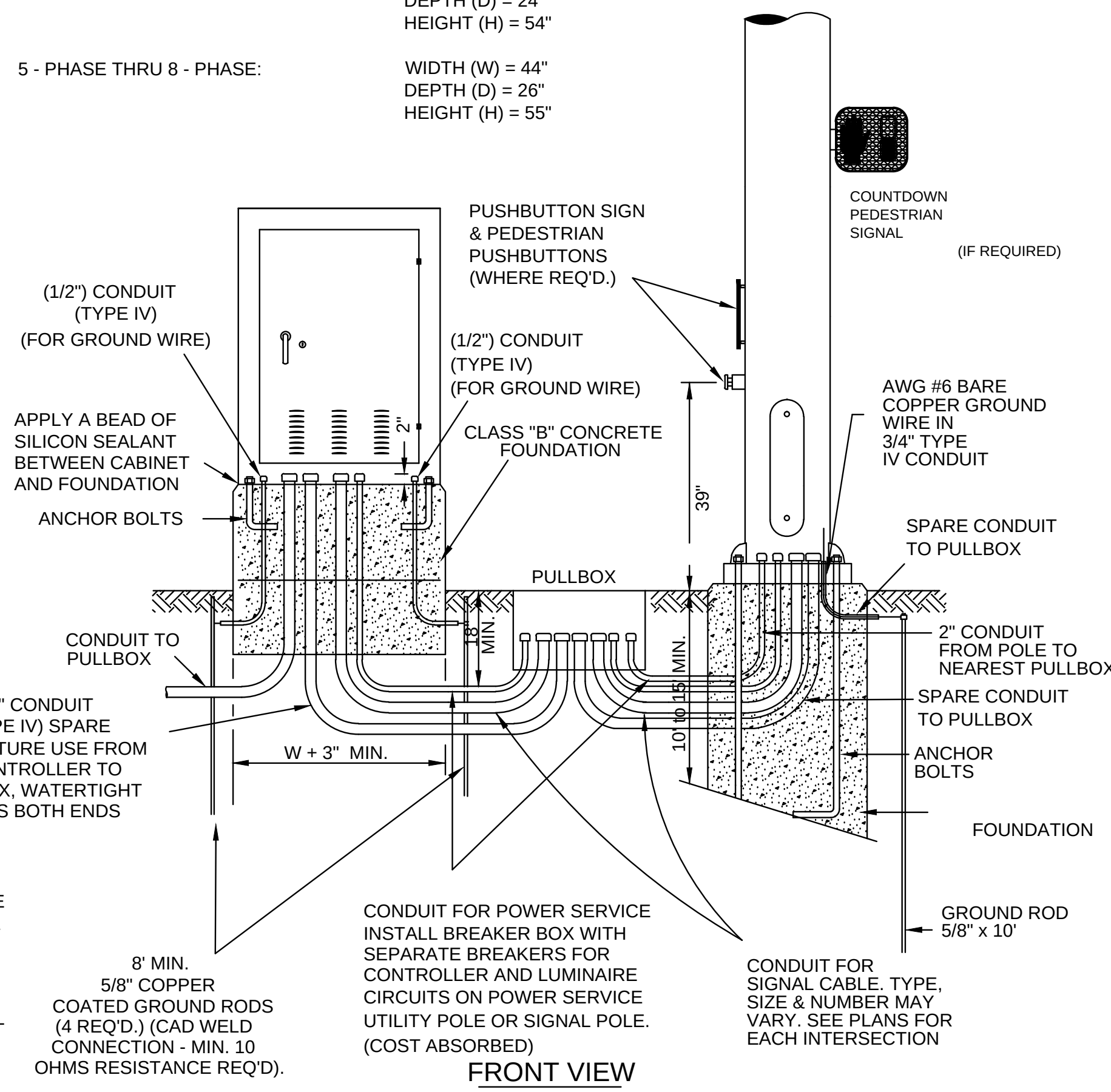
DRAWING NUMBER:
49



DIMENSIONS OF BASE MOUNTED CONTROLLER EQUIP. CABINETS (MIN.)

UP TO AND INCLUDING 4 - PHASE: WIDTH (W) = 38\"/>

5 - PHASE THRU 8 - PHASE: WIDTH (W) = 44\"/>

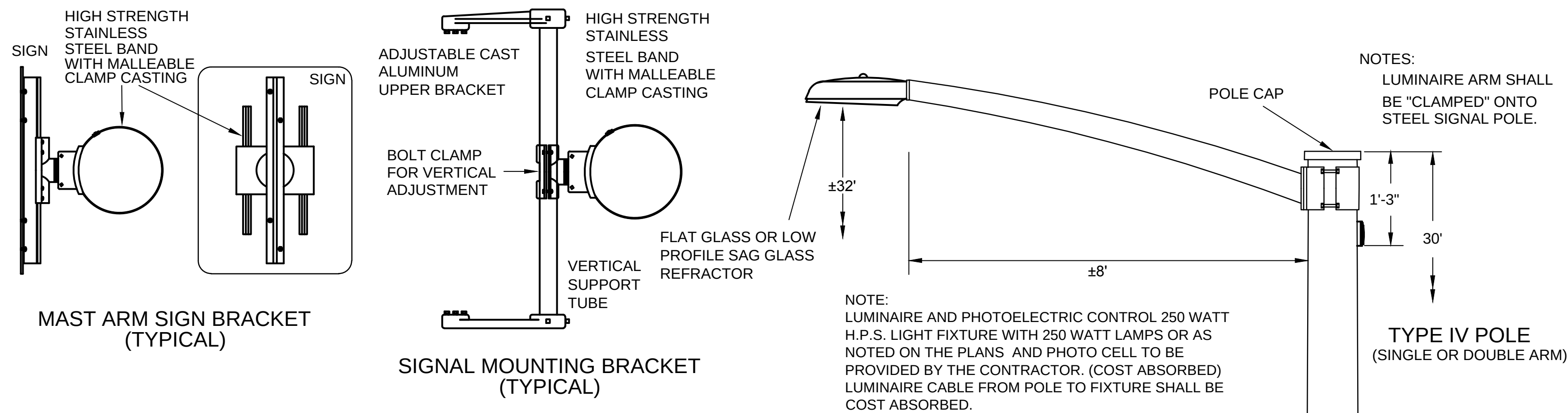


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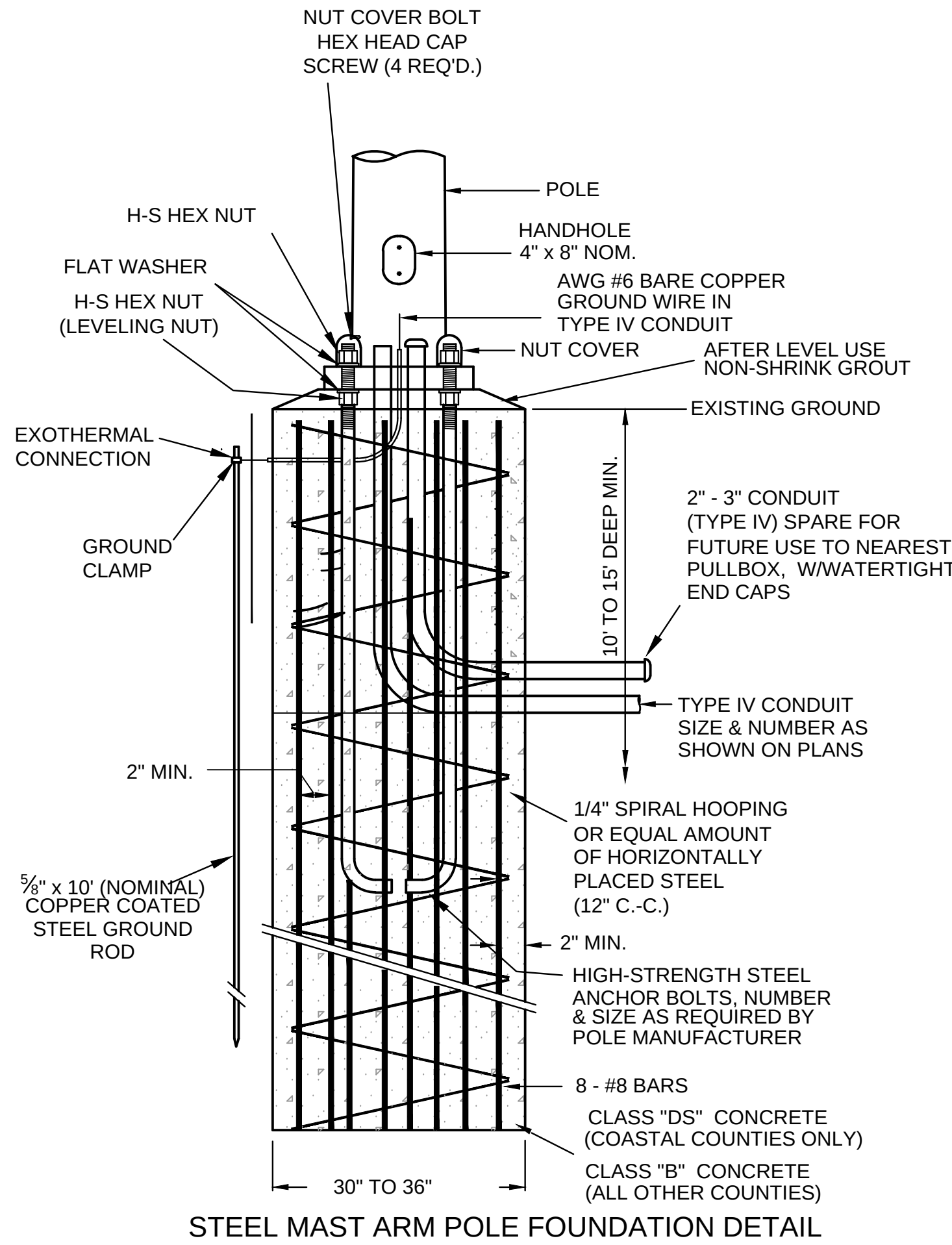
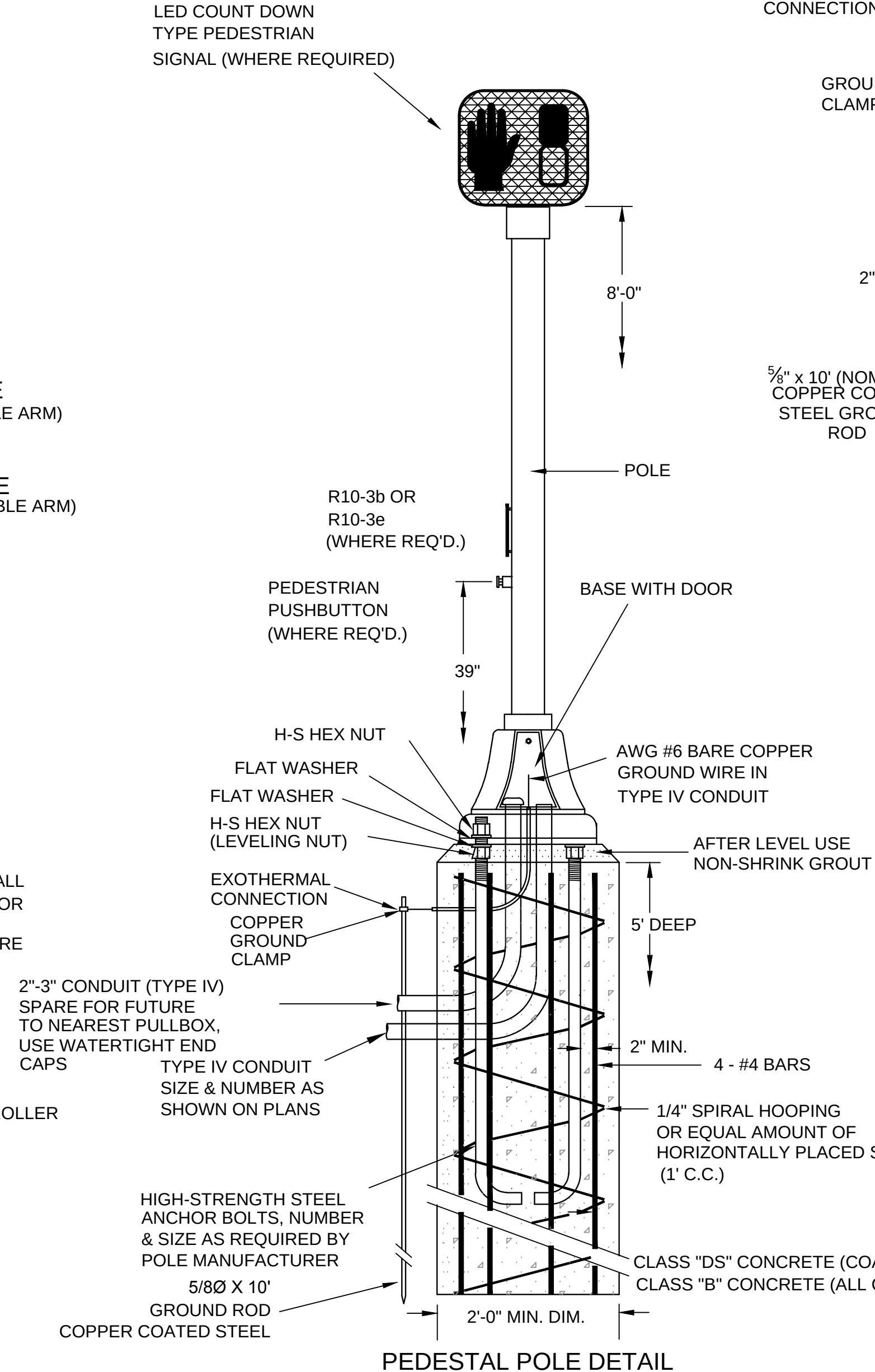
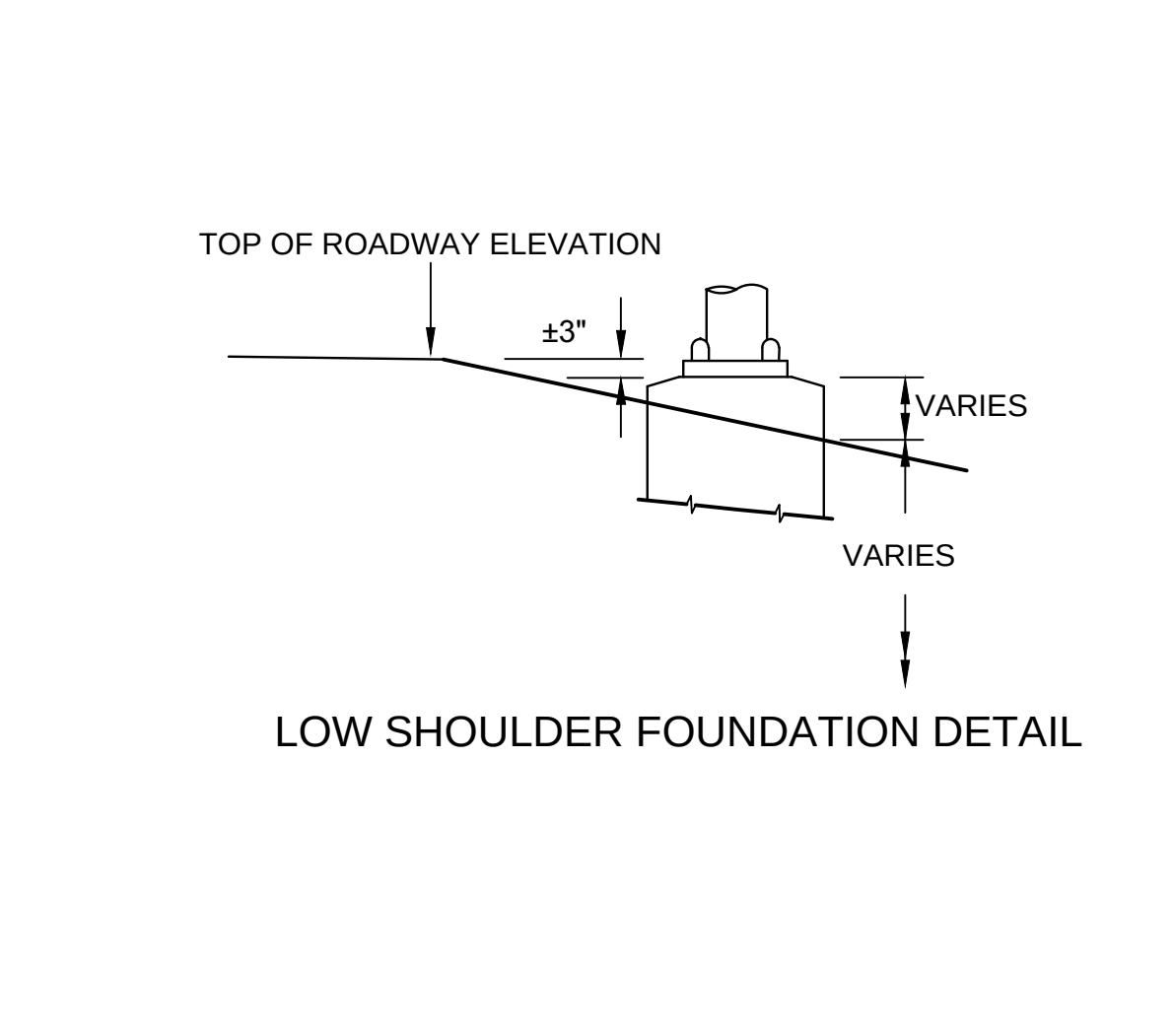
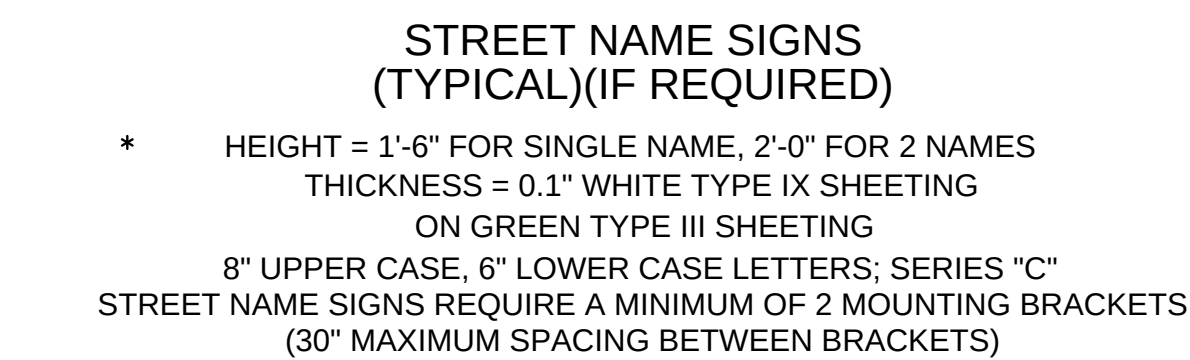
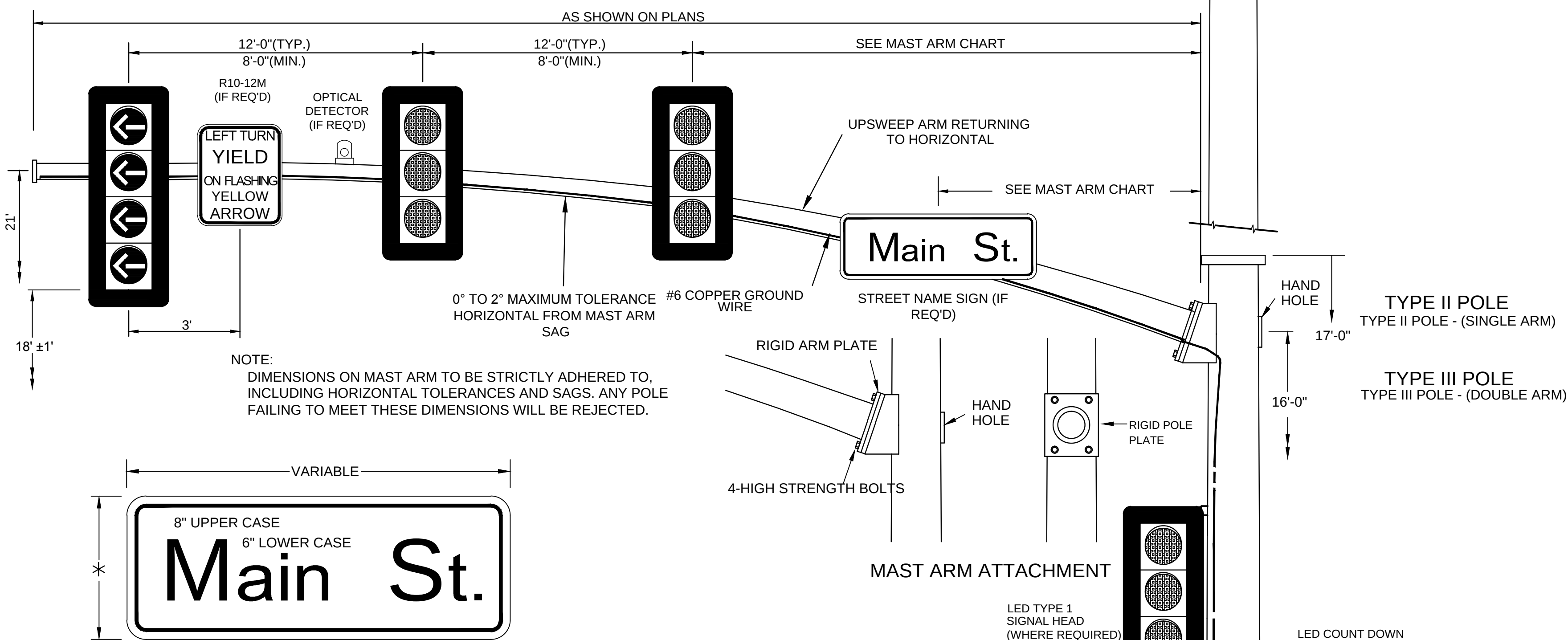
1. THE ANCHOR ROD IS 6\"/>
- 2. DIFFERENT ANCHORS ARE: CHANCE 8-WAY EXPANSION ANCHORS OR 3 HELICAL 203mm OR AS NECESSARY FOR ADEQUATE HOLD.
- 3. ANCHORS ARE TO BE 15' BEHIND THE HOLE IN LINE WITH THE SPAN, RESTRICTION TO THIS WILL BE PROPERTY LINES OR OBSTRUCTIONS.
- 4. ALL ATTACHMENT FITTINGS SHALL BE HOT DIP GALVANIZED UNLESS STATED OTHERWISE.
- 5. GUYS TO BE INSTALLED AS REQUIRED, DETERMINED BY THE ENGINEER (COST ABSORBED).

6/14/2016 8:04 AM C:\Users\j\OneDrive\Documents\Projects\TSD-5.dwg

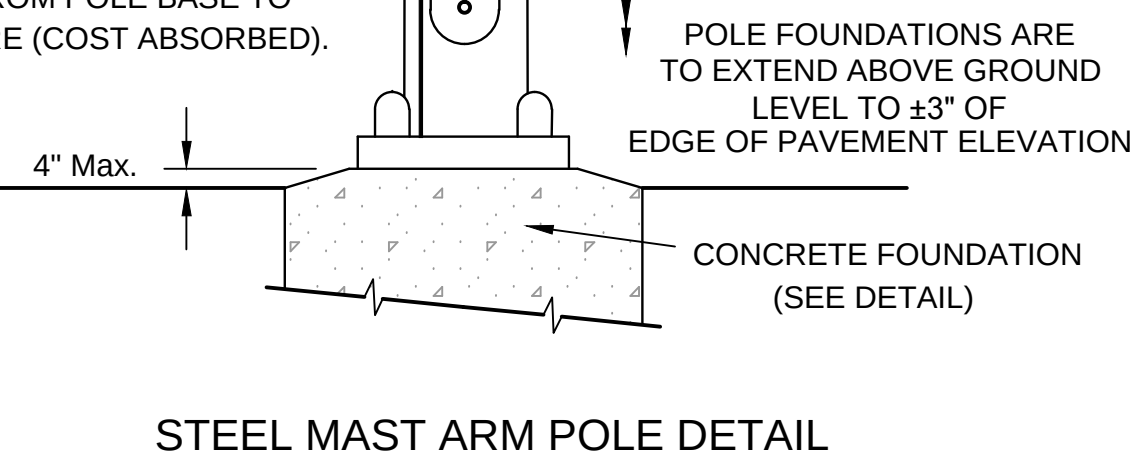
NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE 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:
FOURTH STREET						
ROADWAY IMPROVEMENT PROJECT-PHASE II						
PROJECT NO. HPP-7194-00(003) LPA/105845-801000						
CITY OF HATTIESBURG						
FORREST COUNTY, MS						
NEEL-SCHAFFER Solutions you can build upon						
TYPICAL DETAILS OF						
CONTROLLER CABINET						
MOUNTINGS, TYPE 1 POLE						
ATTACHMENTS AND MISCELLANEOUS						
DETAILS						
WORKING NUMBER:			DRAWING NUMBER:			
TSD-5			50			



- NOTES:
1. WIRE ENTRANCE TO MAST ARM WILL BE FIELD DRILLED TO CORRESPOND TO THE LOCATION OF THE SIGNAL HEADS WHEN ALIGNED IN FIELD.
 2. RED SECTION INDICATIONS TO BE APPROXIMATELY SAME HEIGHT.
 3. EXACT DIMENSIONS AND LOCATIONS OF ANCHOR BOLTS TO BE SUPPLIED BY THE POLE MANUFACTURER.
 4. 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 2001 AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS. USE FATIGUE CATEGORY II. DO NOT CONSIDER GALLOPING OR TRUCK FORCES. USE 50 YEAR DESIGN LIFE. WIND AND ICE LOADS VARIABLE BASED UPON MAPS IN THE 2001 AASHTO SPECIFICATION. USE UPSWEPT MAST ARMS.
 5. #6 COPPER GROUND WIRE INSIDE POLE AND MAST ARM TO BE COST ABSORBED.



- GENERAL FOUNDATION NOTES
1. EXACT DIMENSIONS AND LOCATIONS OF ANCHOR BOLTS TO BE SUPPLIED BY THE MANUFACTURER. ANY FOUNDATIONS FAILING TO MEET MINIMUM DIMENSIONS WILL BE REJECTED.
 2. 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.
 3. WIND LOAD DETERMINES SHAFT DIAMETER AND DEPTH:
ALL TYPE IV 30' POLE SHAFT - USE 36" DIAMETER, 15' DEPTH
COASTAL COUNTIES (140mph) - 36" DIAMETER, 15' DEPTH WITH SLIP CASING.
100mph to 130mph - 36" DIAMETER, 15' DEPTH, SLIP CASING NOT REQUIRED
ALL OTHER COUNTIES (90mph) -
SINGLE MAST ARM: 30" DIAMETER, 10' DEPTH
DOUBLE MAST ARM: 36" DIAMETER, 12' DEPTH
*SEE WIND LOAD MAP IN 2001 AASHTO GUIDELINES.



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				CHKD:	DATE:
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FOURTH STREET
ROADWAY IMPROVEMENT PROJECT-PHASE II
PROJECT NO. HPP-7194-00(003) LPA/105845-801000

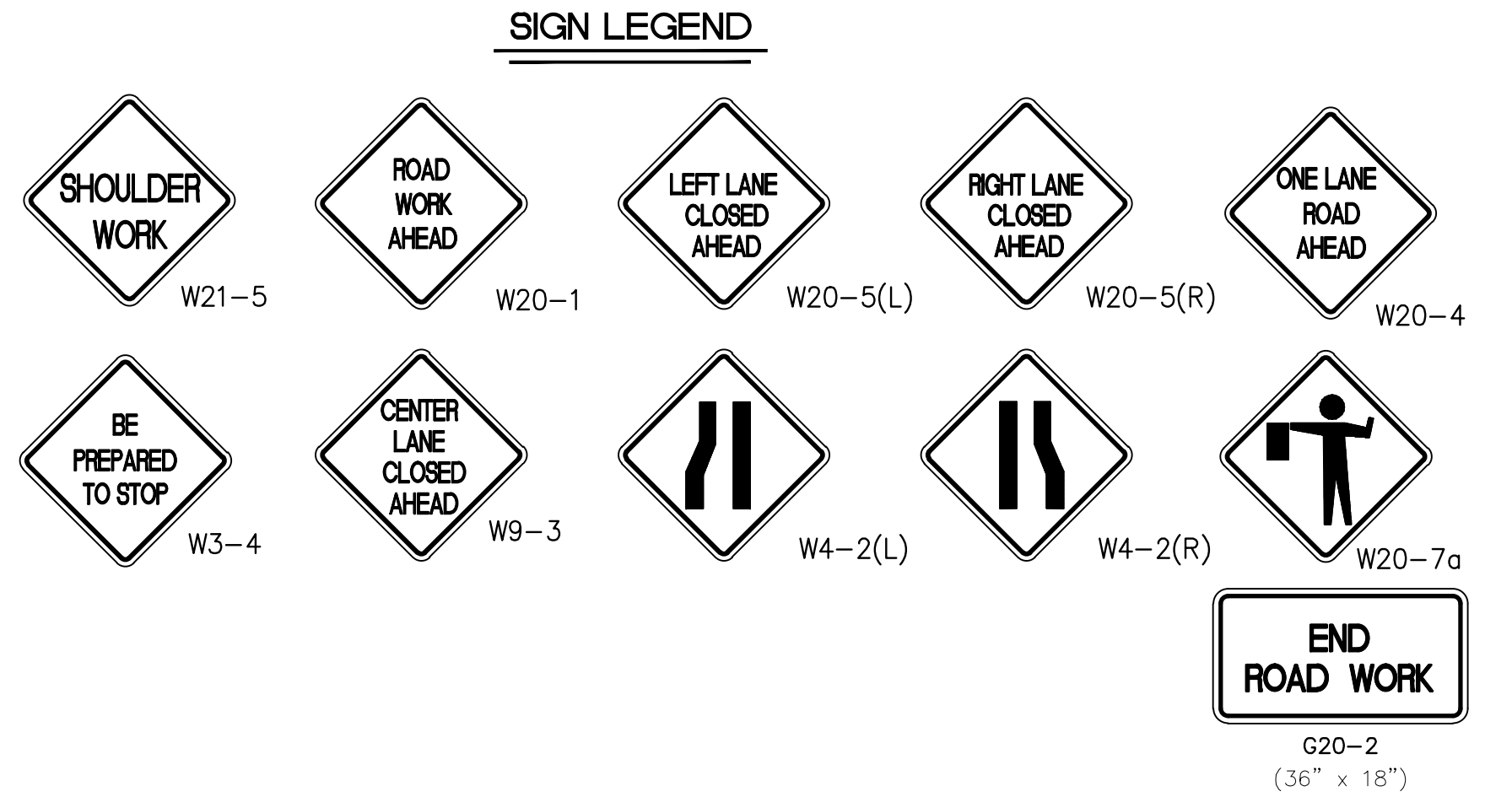
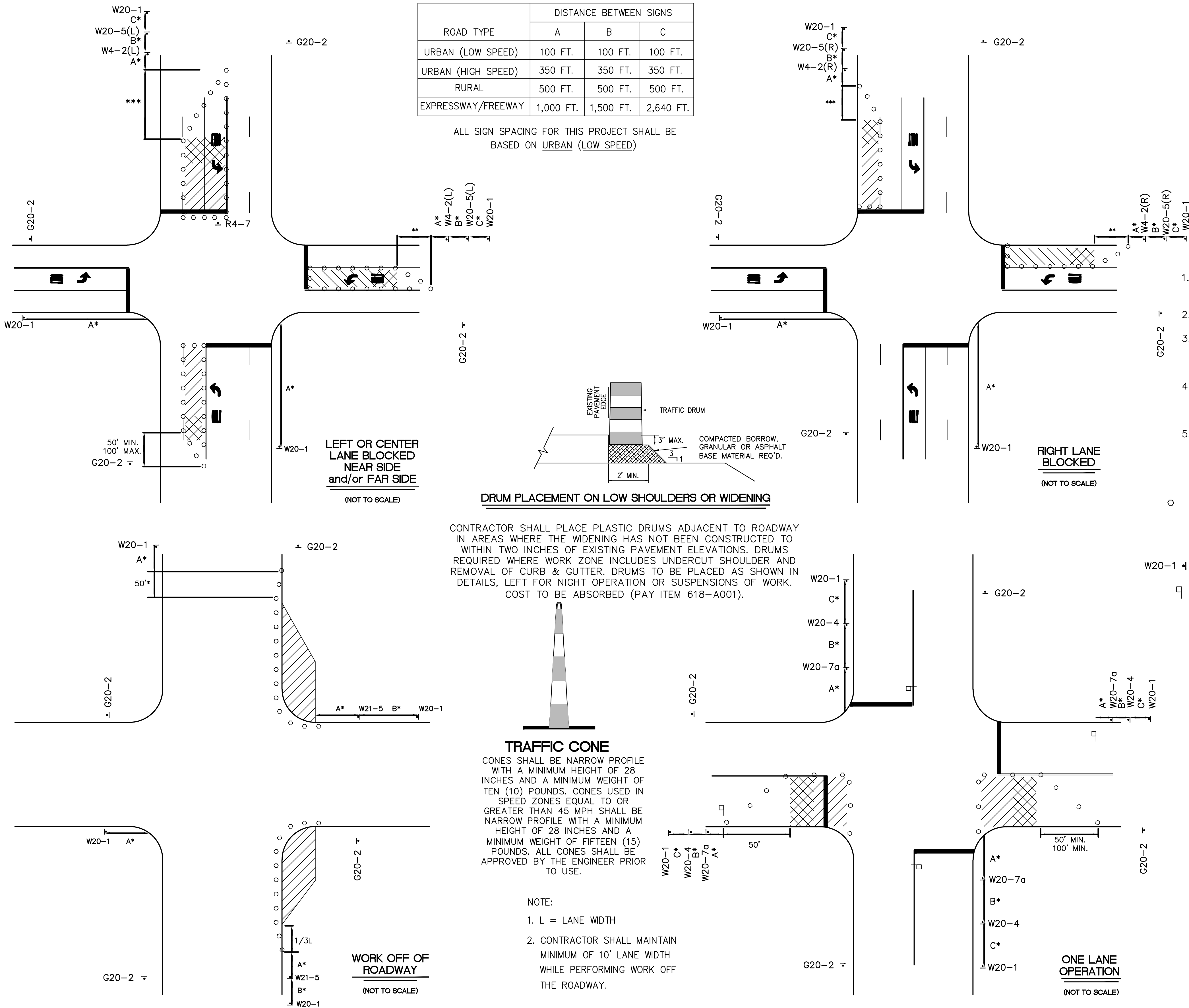
CITY OF HATTIESBURG
FORREST COUNTY, MS



MAST ARM AND PEDESTAL POLE
DETAILS FOR TRAFFIC SIGNAL
INSTALLATION

WORKING NUMBER:	DRAWING NUMBER:
TSD-6	51

6/14/2016 8:08 AM c:\vsoft\3d_projects\7856\001\traffic_signal\tsd-7.dwg



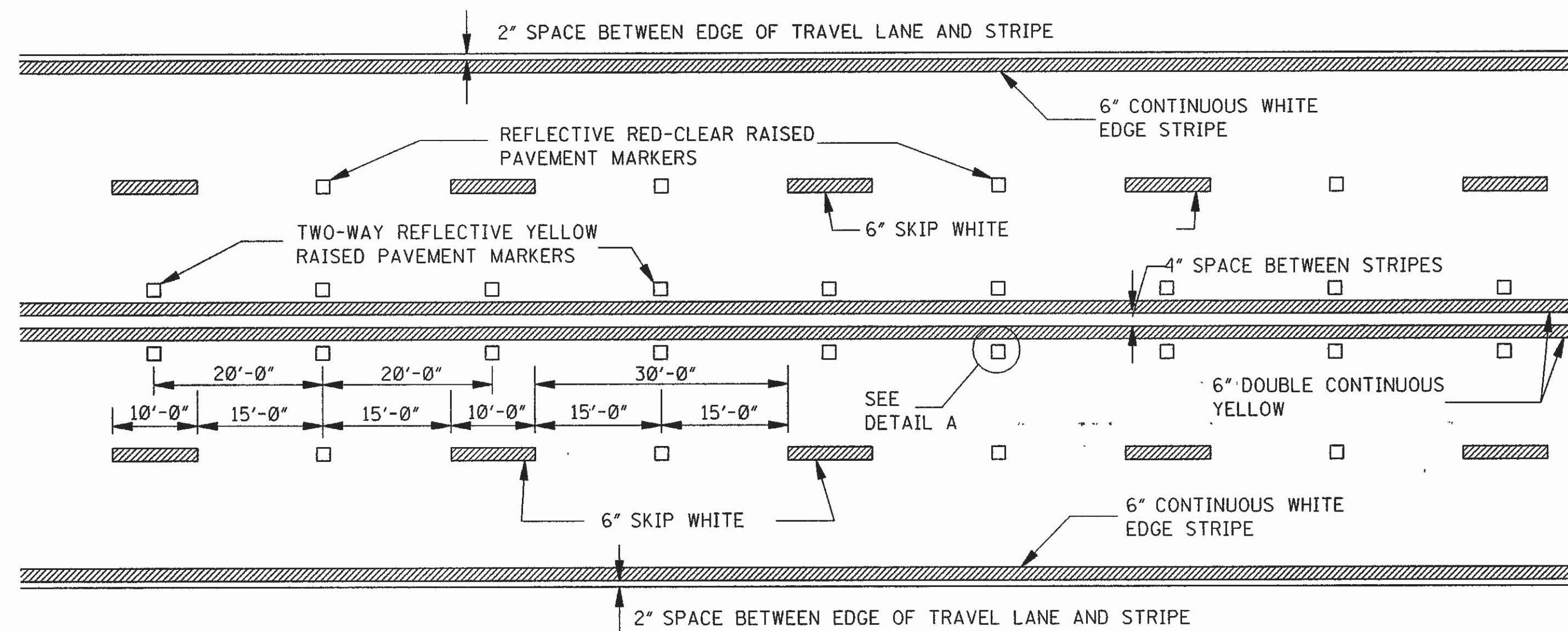
- GENERAL NOTES**
- ADDITIONAL ADVANCE WARNING SIGNS MAY BE NECESSARY. ANY ADDITIONAL SIGNS WILL BE PAID FOR UNDER PAY ITEM 618-A001, MAINTENANCE OF TRAFFIC.
 - POST MOUNTED SIGNS SHALL HAVE A 7' MINIMUM MOUNTING HEIGHT.
 - PAYMENT FOR ALL SIGNS, CONES, DRUMS, CONCRETE BARRIERS, STEEL PLATES AND OTHER MATERIALS, BARRICADES, LABOR AND INCIDENTALS REQUIRED TO IMPLEMENT THE TRAFFIC CONTROL PLAN SHALL BE INCLUDED UNDER PAY ITEM 618-A001, MAINTENANCE OF TRAFFIC.
 - APPROACH SIDE TRAFFIC CONTROL TO BE USED WHEN WORK OCCURS ON EITHER THE APPROACH SIDE OR THE FAR SIDE OF THE INTERSECTION. FAR SIDE TRAFFIC CONTROL IS NOT NEEDED WHEN WORK IS CONFINED TO THE APPROACH SIDE ONLY.
 - FOR A DIVIDED HIGHWAY SITUATION, A SECOND SET OF ADVANCE WARNING SIGNS SHALL BE ERECTED IN MEDIAN AREA (8' MIN. MEDIAN WIDTH REQUIRED).

- LEGEND**
- DRUMS (30' MAXIMUM SPACING) - CONES SHALL BE NARROW PROFILE WITH A MINIMUM HEIGHT OF 28 INCHES AND A MINIMUM WEIGHT OF TEN (10) POUNDS. CONES USED IN SPEED ZONES EQUAL TO OR GREATER THAN 45 MPH SHALL BE NARROW PROFILE WITH A MINIMUM HEIGHT OF 28 INCHES AND A MINIMUM WEIGHT OF FIFTEEN (15) POUNDS. ALL CONES SHALL BE APPROVED BY THE ENGINEER PRIOR TO USE.
- SIGNS - SEE SIGN LEGEND MIN. SIZE 36" x 36", BLACK ON ORANGE RETRO REFLECTIVE BACKGROUND
- FLAGGER WITH PADDLE - 18" STOP/SLOW PADDLES ACCEPTED AS PROPER TRAFFIC CONTROL DEVICES SHALL BE USED. HANDHELD FLAGS SHALL NOT BE FOR FLAGGING OPERATION.

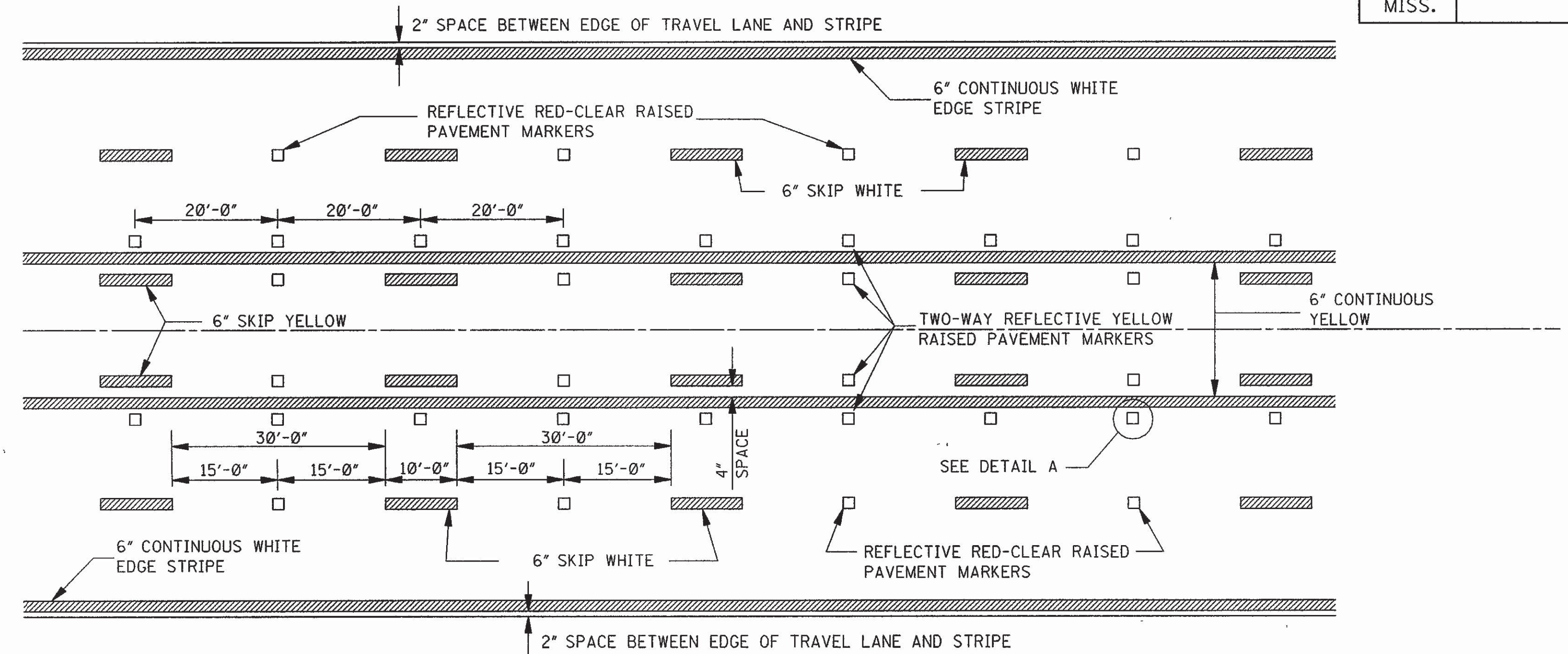
	WORK AREA	BUFFER AREA
* CONSIDERED MINIMUM DISTANCE - LENGTH MAY HAVE TO BE INCREASED DUE TO LIMITED SIGHT DISTANCE OR INCLEMENT WEATHER.		
SPEED LIMIT	BUFFER	TAPER LENGTH (Feet)
M.P.H.	FEET	(Per 12' Lane Shift)
20	115	80
25	155	125
30	200	180
35	250	245
40	305	320
45	360	540
50	425	600
55	495	660
60	570	720
65	645	780
70	730	

*** SPEED LIMIT	BUFFER	TAPER LENGTH (Feet)
M.P.H.	FEET	(DOUBLE LENGTH TAPER)
20	115	160
25	155	250
30	200	360
35	250	490
40	305	640
45	360	1080
50	425	1200
55	495	1320
60	570	1440
65	645	1560
70	730	1680

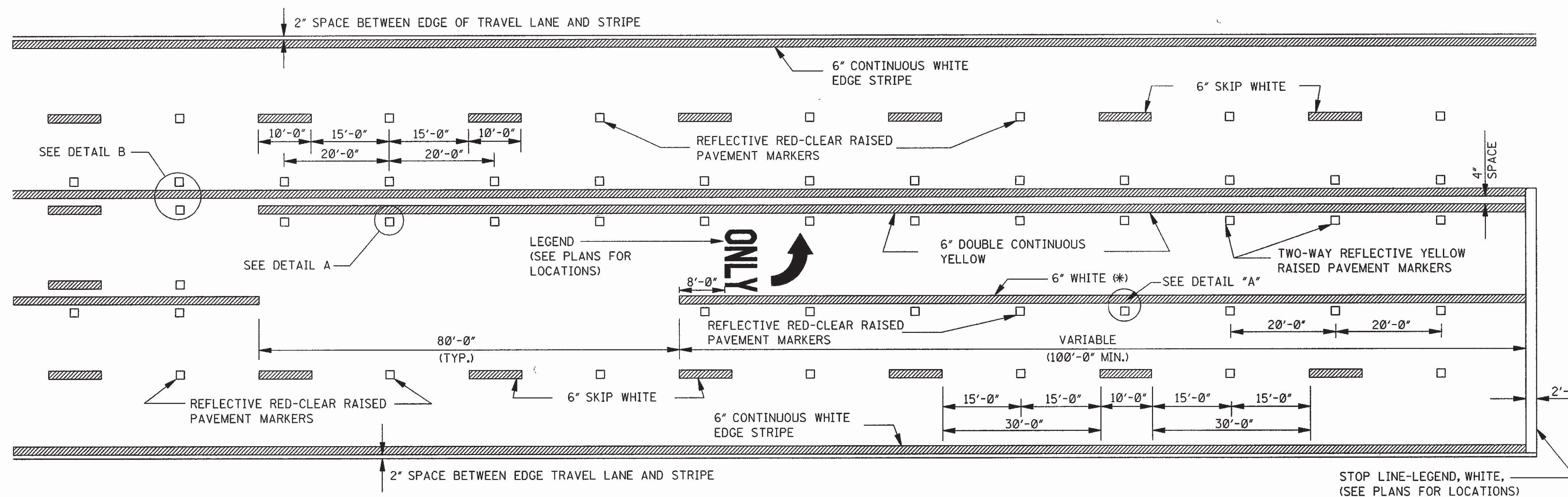
NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HERINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION 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			FOURTH STREET ROADWAY IMPROVEMENT PROJECT-PHASE II PROJECT NO. HPP-7194-00(003) LPA/105845-801000 CITY OF HATTIESBURG FORREST COUNTY, MS		 NEEL-SCHAFFER <i>Solutions you can build upon</i>	TRAFFIC CONTROL PLAN (TYPICAL TRAFFIC SIGNAL INSTALLATION)	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 2-0-7856-01	FILENAME: Tsd-7.dwg				WORKING NUMBER:	DRAWING NUMBER:
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					DSGN: GPC	DATE: 06/2016					
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					CHKD:	DATE:					
					QA/QC:	DATE:					



TYPICAL STRIPING AND RAISED PAVEMENT MARKERS FOR 4-LANE SECTION

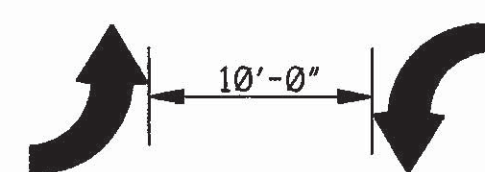


TYPICAL STRIPING AND RAISED PAVEMENT MARKERS FOR 5-LANE SECTION



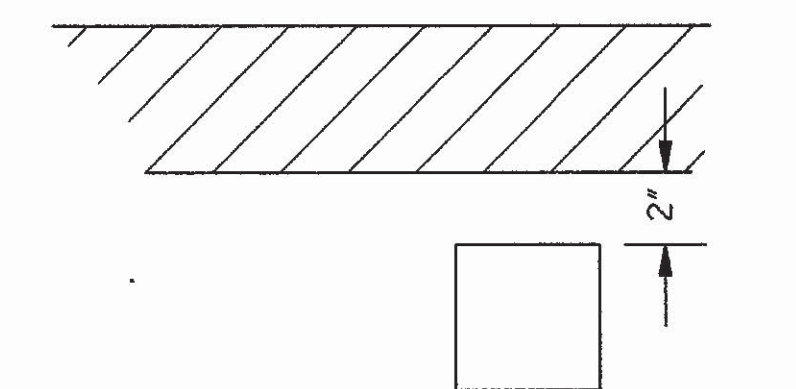
TYPICAL STRIPING AND RAISED PAVEMENT MARKERS AT LEFT TURN LANES

*NOTE: USE DETAIL STRIPING IF LENGTH $\leq 150'$ AT THIS LOCATION, OTHERWISE USE CONTINUOUS STRIPING.

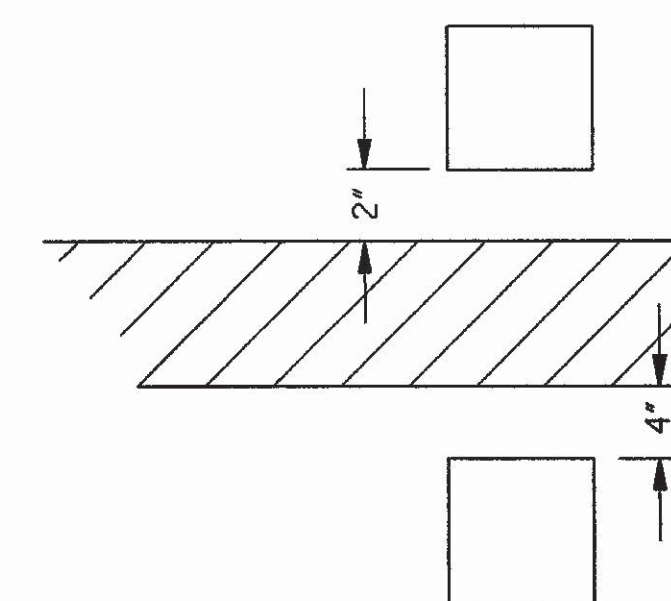


TYPICAL TWO-WAY ARROW INSTALLATION

- NOTES: 1. CONSIDER EACH SEGMENT OF CONTINUOUS TWO-WAY LEFT TURN LANE SEPARATELY.
2. IF SEGMENT IS LESS THAN 350', PLACE ONE SET OF ARROWS IN CENTER OF SEGMENT.
3. IF SEGMENT IS GREATER THAN 350', PLACE FIRST SET OF ARROWS 50' TO 100' FROM BEGINNING AND/OR END OF SEGMENT AND SPACE ADDITIONAL SETS OF ARROWS (250' O.C.).



DETAIL A
LATERAL PLACEMENT OF PAVEMENT MARKERS

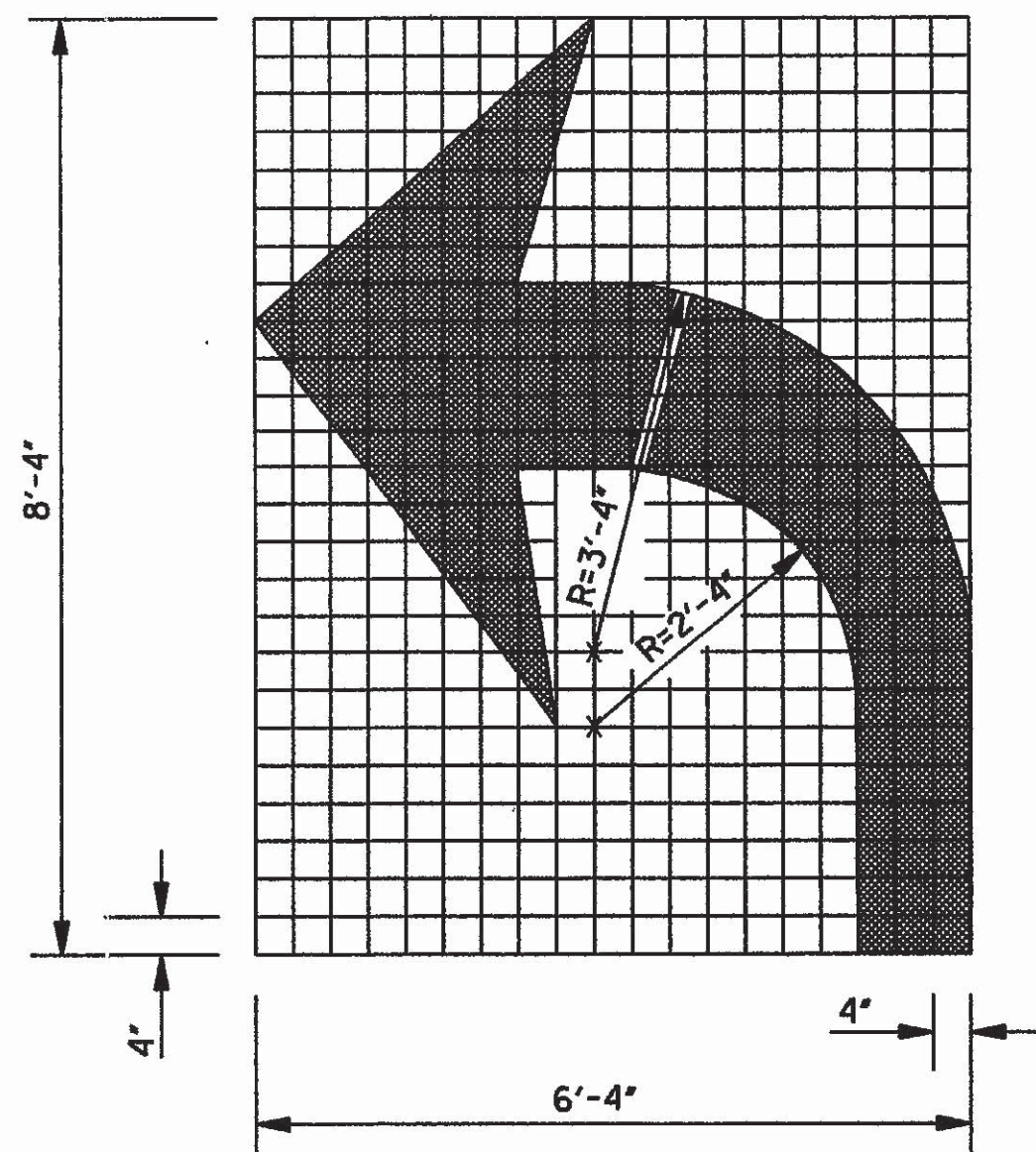
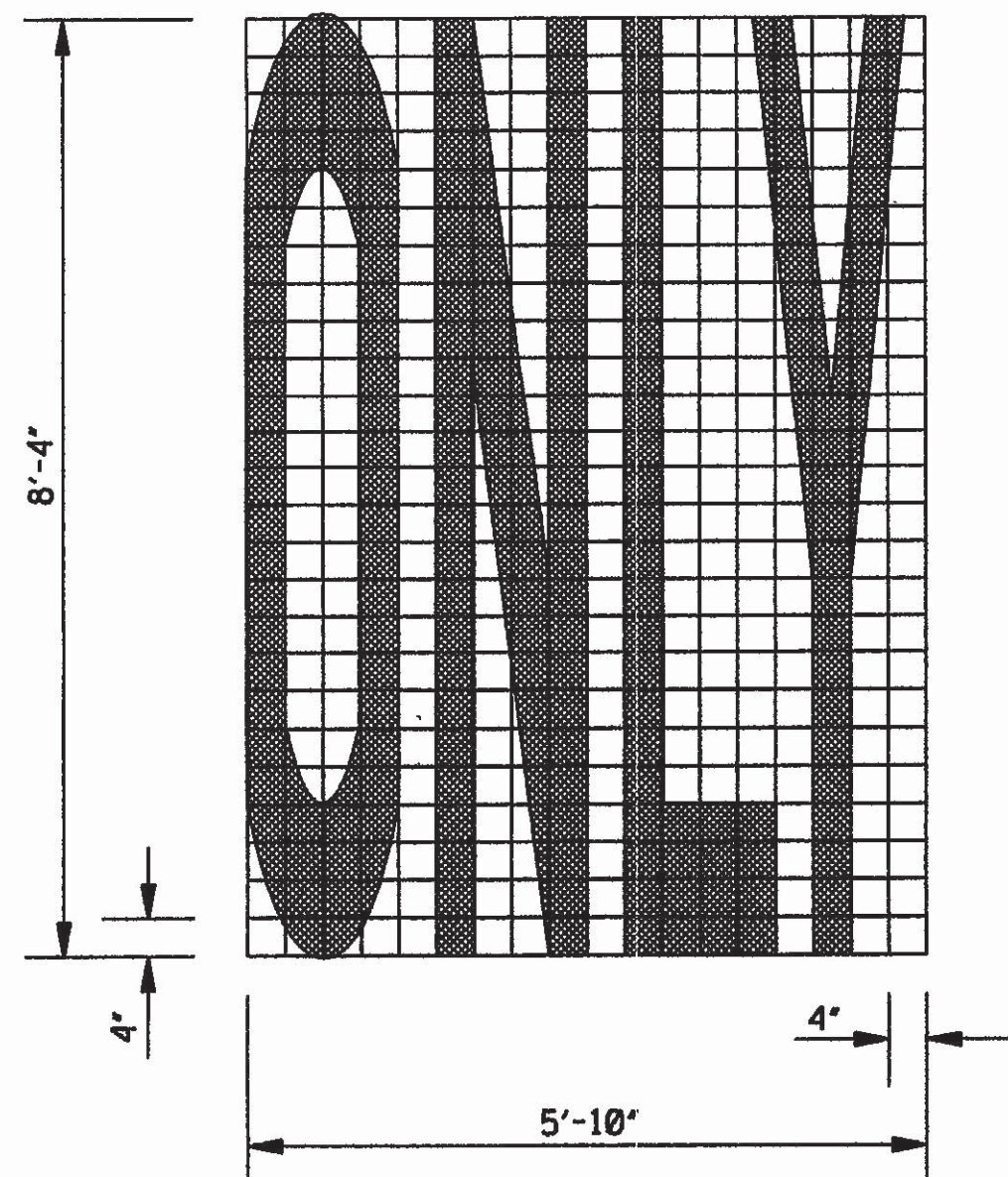


DETAIL B
LATERAL PLACEMENT OF PAVEMENT MARKERS

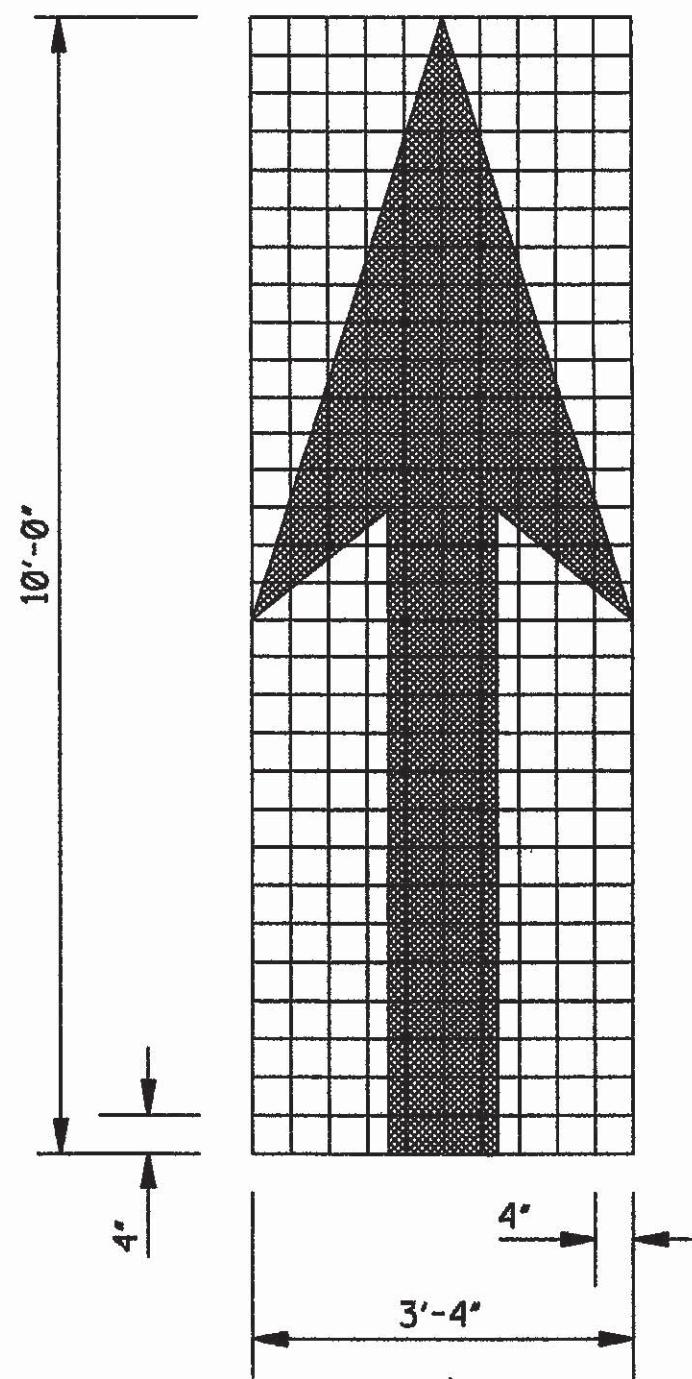
GENERAL NOTE:

1. PAVEMENT MARKERS SHALL BE HIGH PERFORMANCE RAISED PAVEMENT MARKERS AS LISTED IN THE MDT 'APPROVED SOURCES OF MATERIALS'.

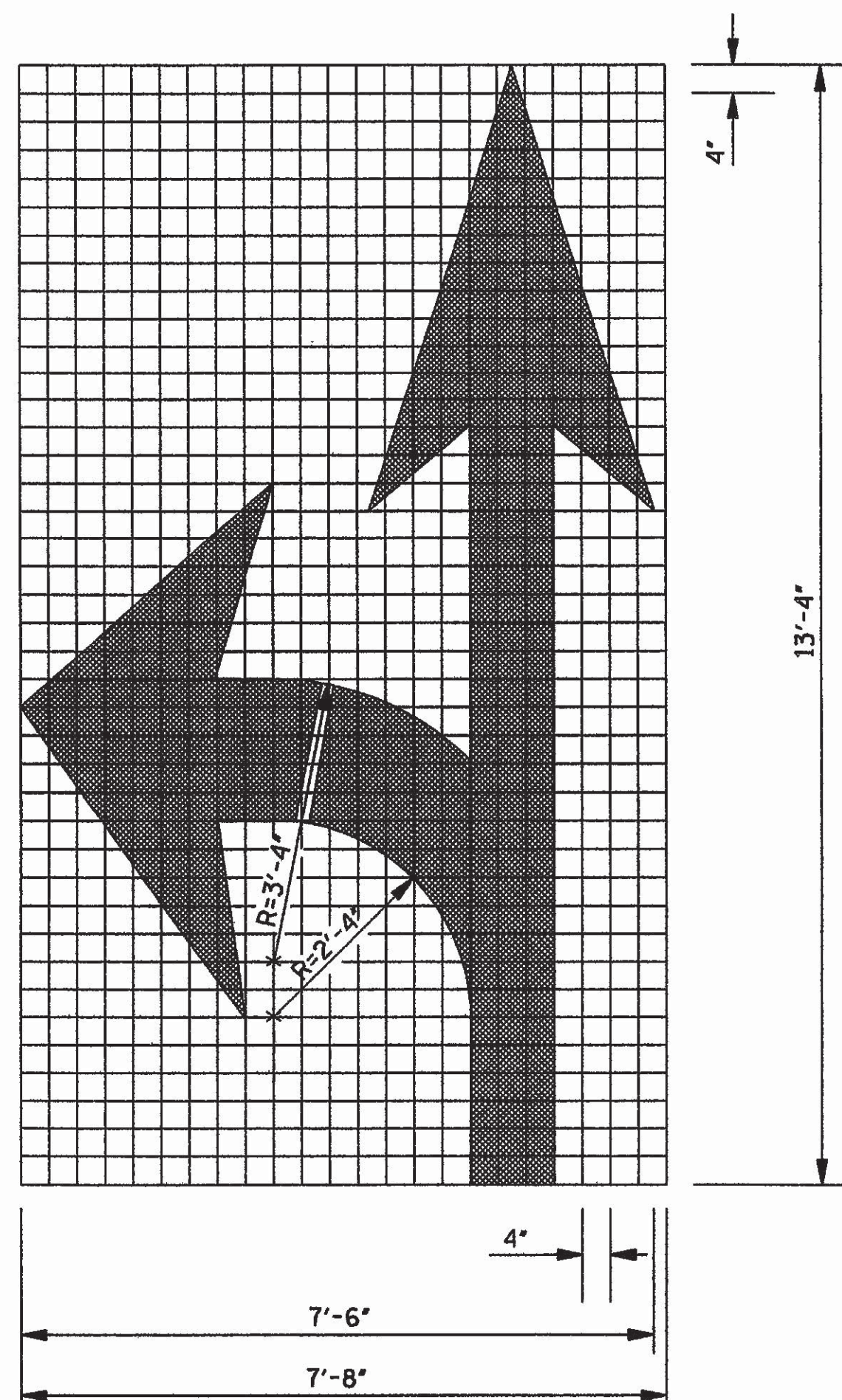
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				PAVEMENT MARKING DETAILS FOR 4-LANE AND 5-LANE UNDIVIDED ROADWAYS	
				WORKING NUMBER PM-2	
				SHEET NUMBER 121	
				ISSUE DATE: OCTOBER 1, 1998	



TURN ARROW



THRU ARROW

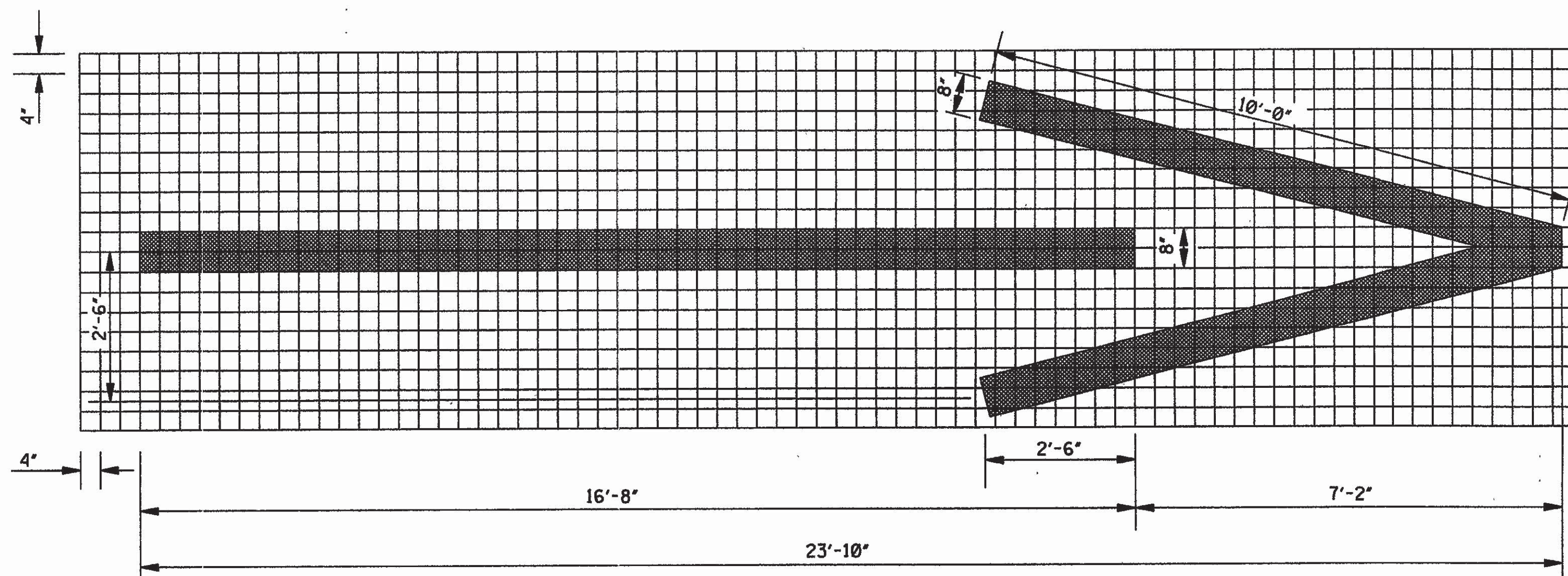


COMBINATION ARROW

GENERAL NOTES:

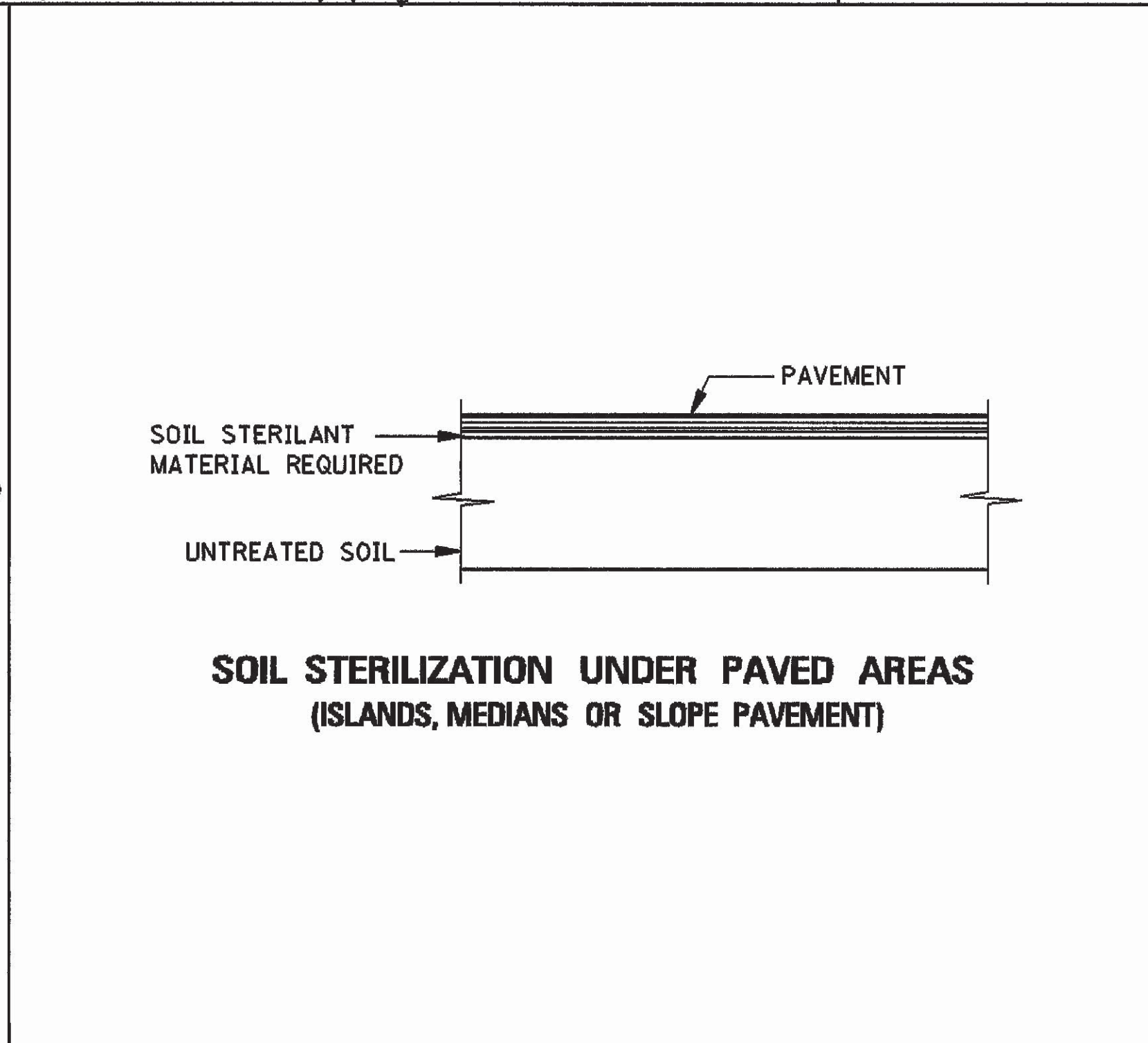
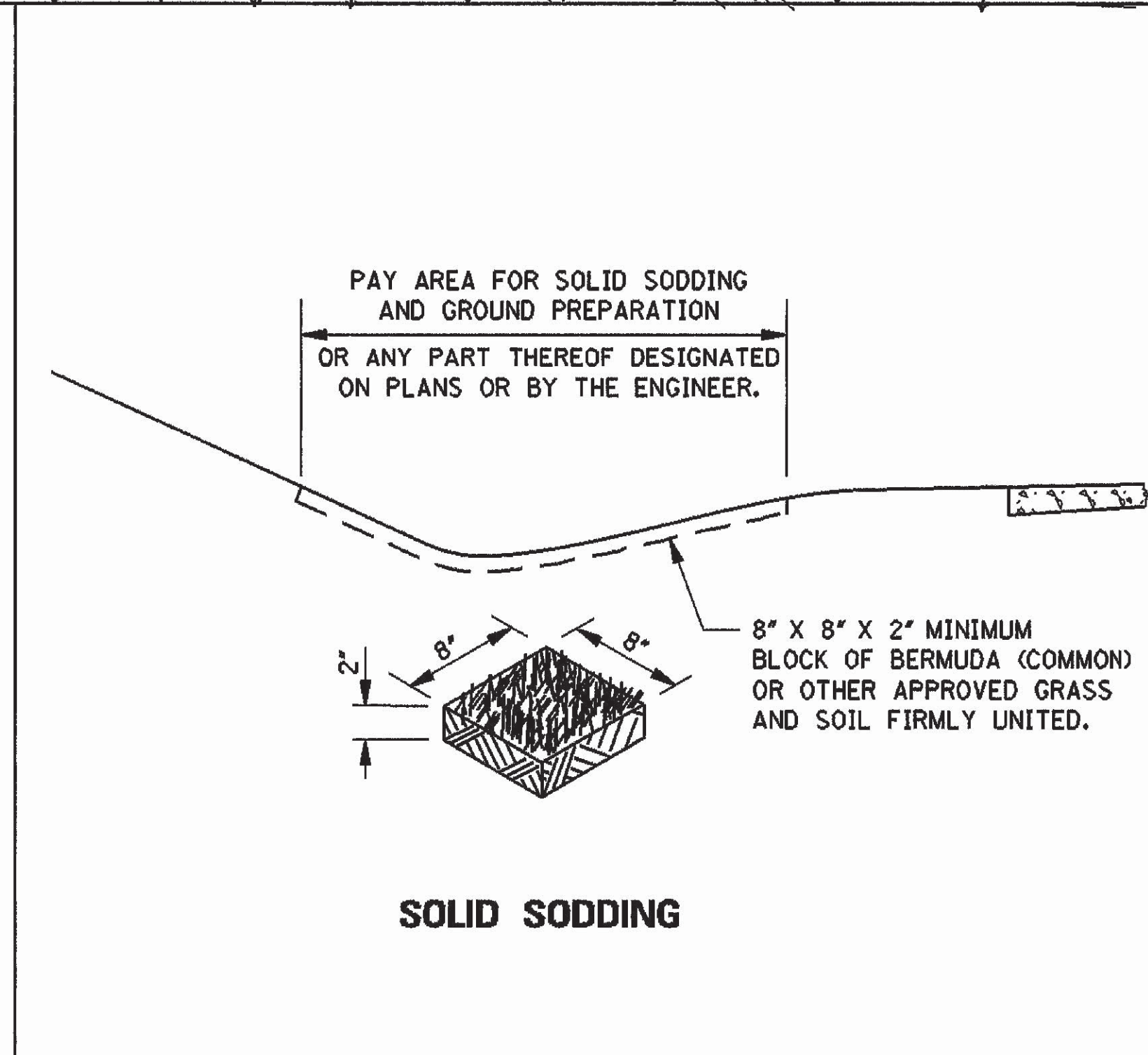
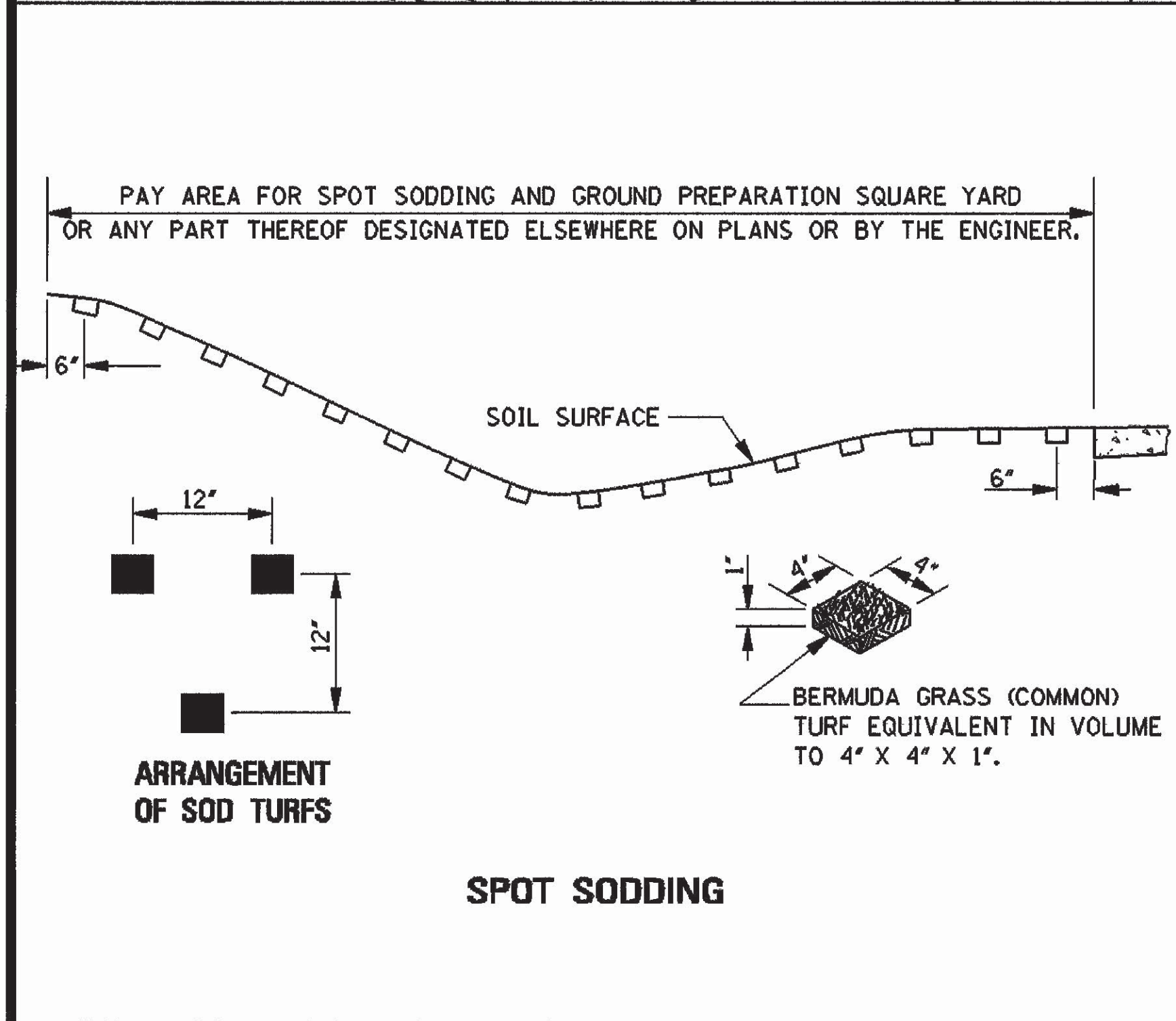
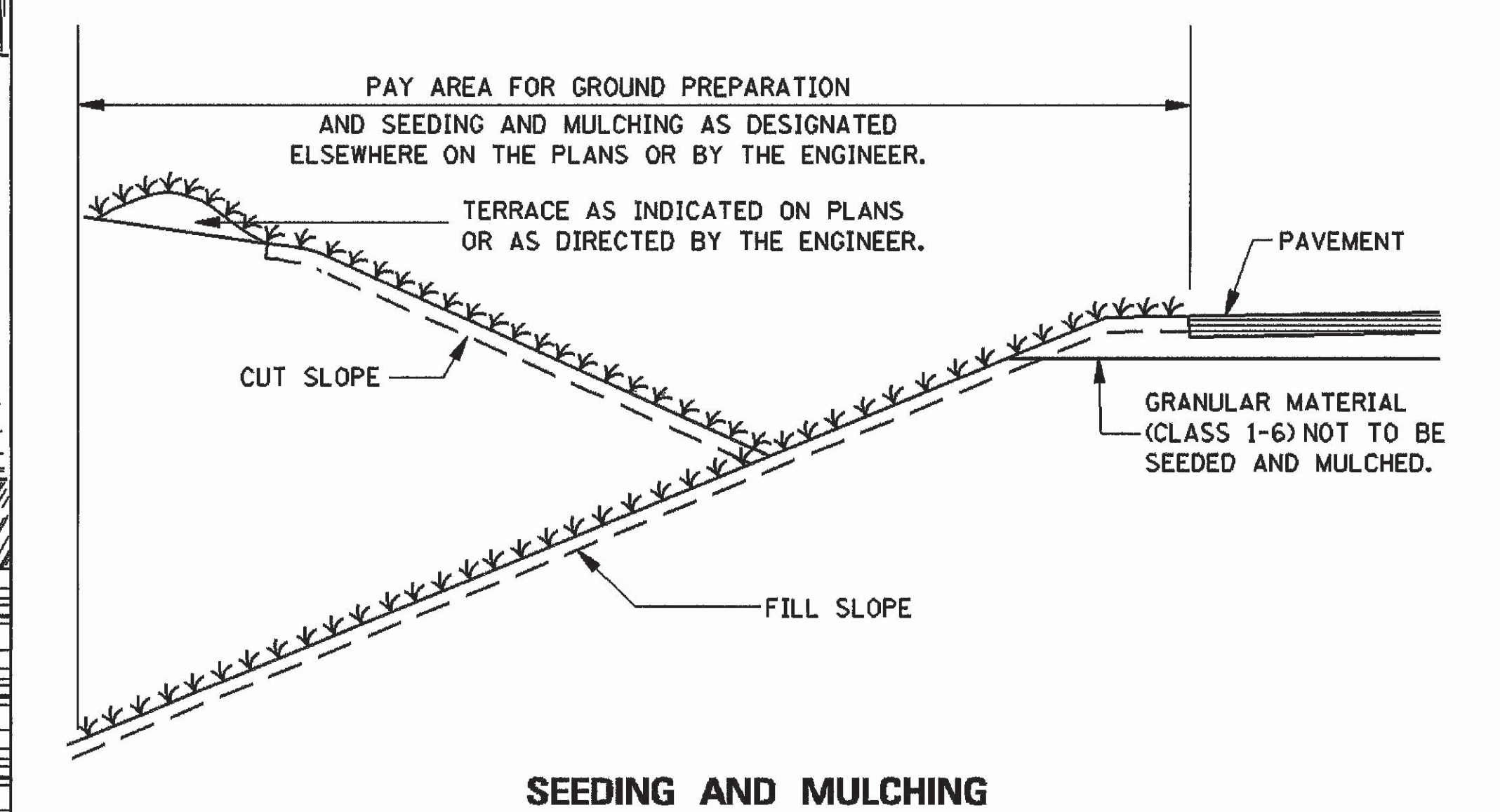
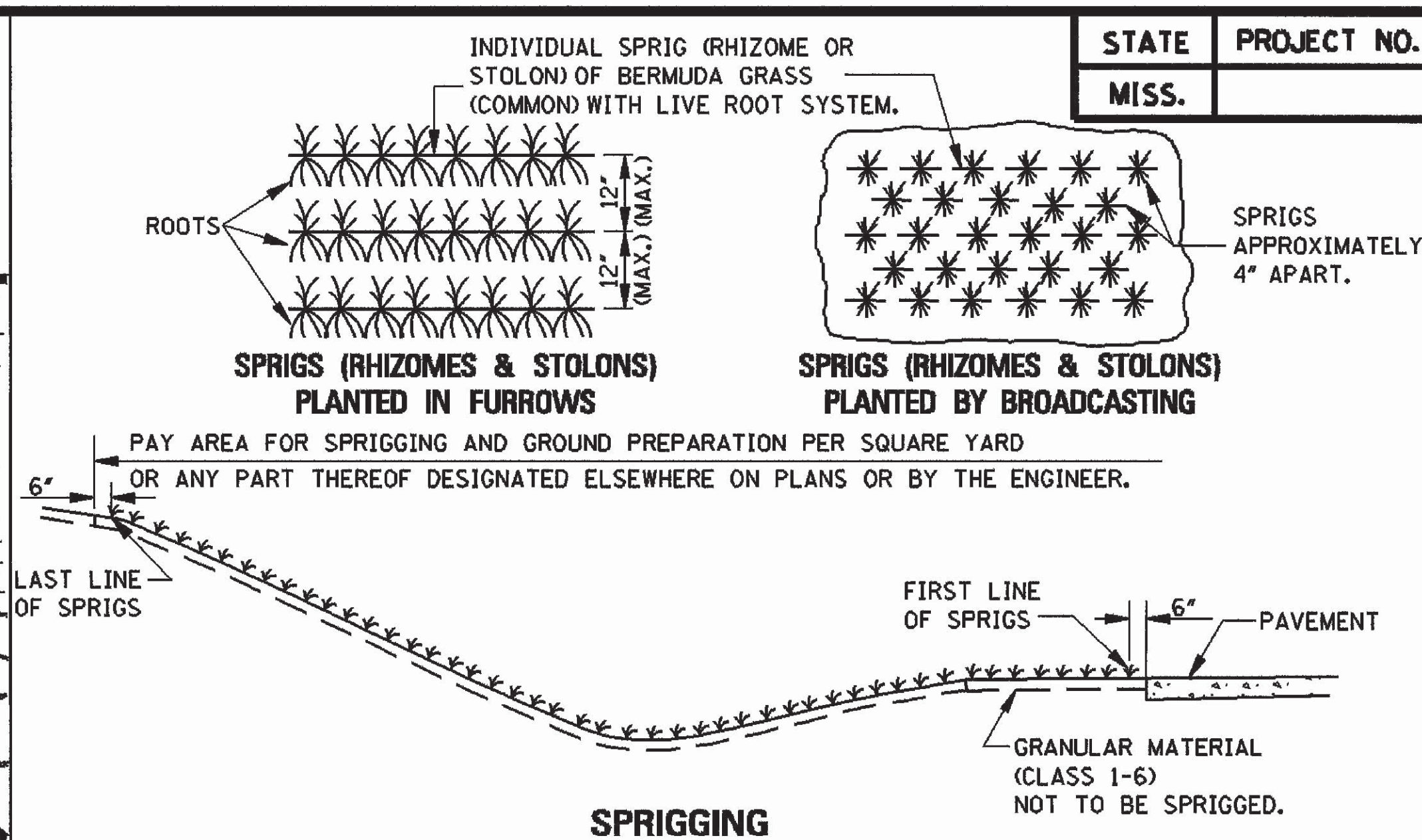
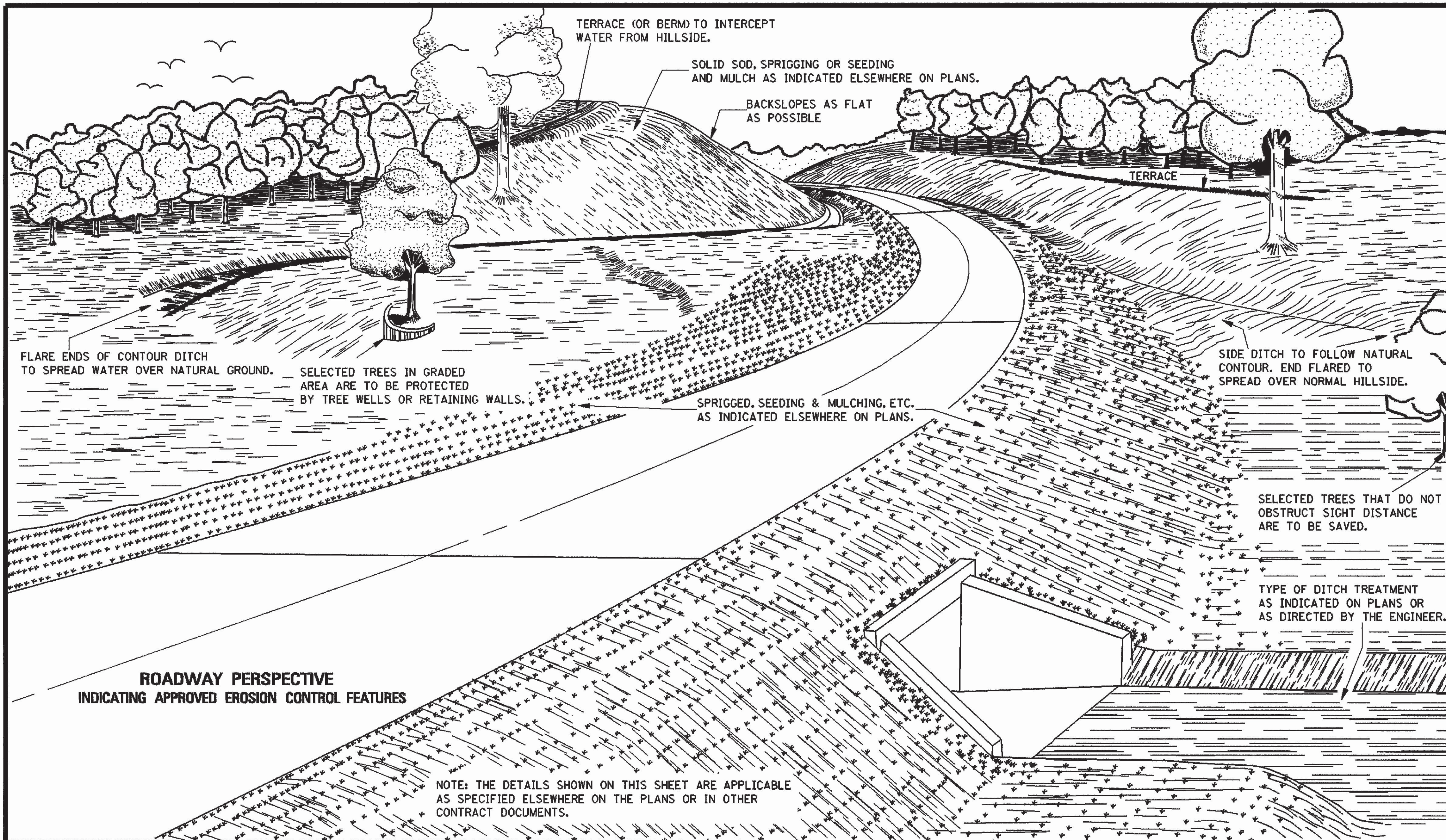
1. UNLESS OTHERWISE SHOWN ON THE PLANS, ALL PAVEMENT MARKING LEGENDS, INCLUDING TURN ARROWS, SHALL BE APPLIED USING HIGH PERFORMANCE MATERIALS.
2. TWO HORIZONTAL GAPS (CAUSED BY TEMPLATE CONNECTORS) OF 1/2" OR LESS AND EXTENDING THE FULL WIDTH ARE PERMITTED IN EACH LETTER.
3. FOR OTHER DETAILS, SEE THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
4. PAY QUANTITIES FOR PAVEMENT MARKING LEGENDS ARE AS FOLLOWS:

PAY QUANTITIES	
LEGEND/SYMBOL	AREA (f+ ²)
ONLY	22.0
TURN ARROW	16.4
THRU ARROW	12.3
COMB. ARROW	27.5
1-WAY ARROW	24.3



1-WAY ARROW

BY		MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
REVISION		MISSISSIPPI DEPARTMENT OF TRANSPORTATION ENGLISH MISSISSIPPI WORKING NUMBER PM-6 SHEET NUMBER 125	
DATE		ISSUE DATE: OCTOBER 1, 1998	



GENERAL NOTE:

1. LONGITUDINAL AND TRANSVERSE MEASUREMENTS FOR THE PAY AREA SHALL BE TAKEN ALONG THE SLOPES.

DATE	REVISION	BY

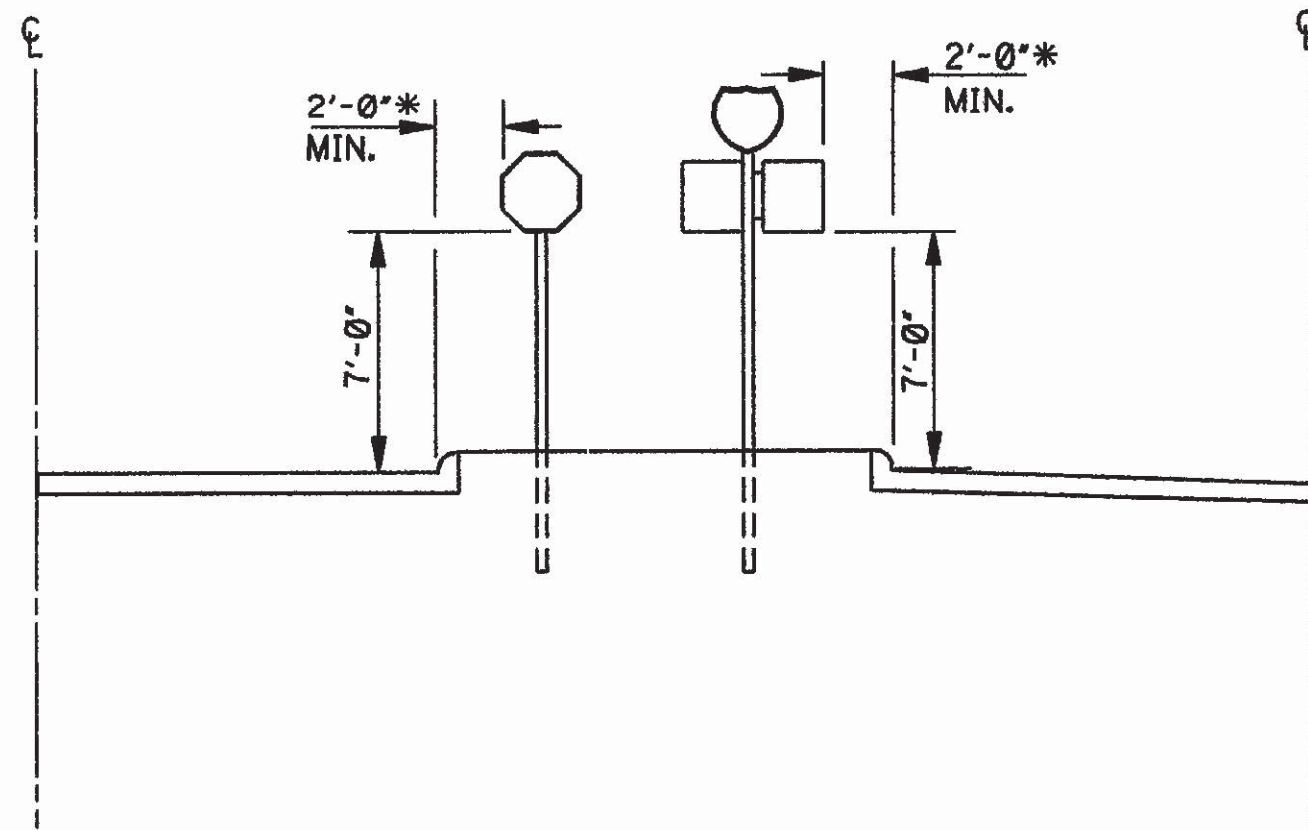
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

EROSION CONTROL

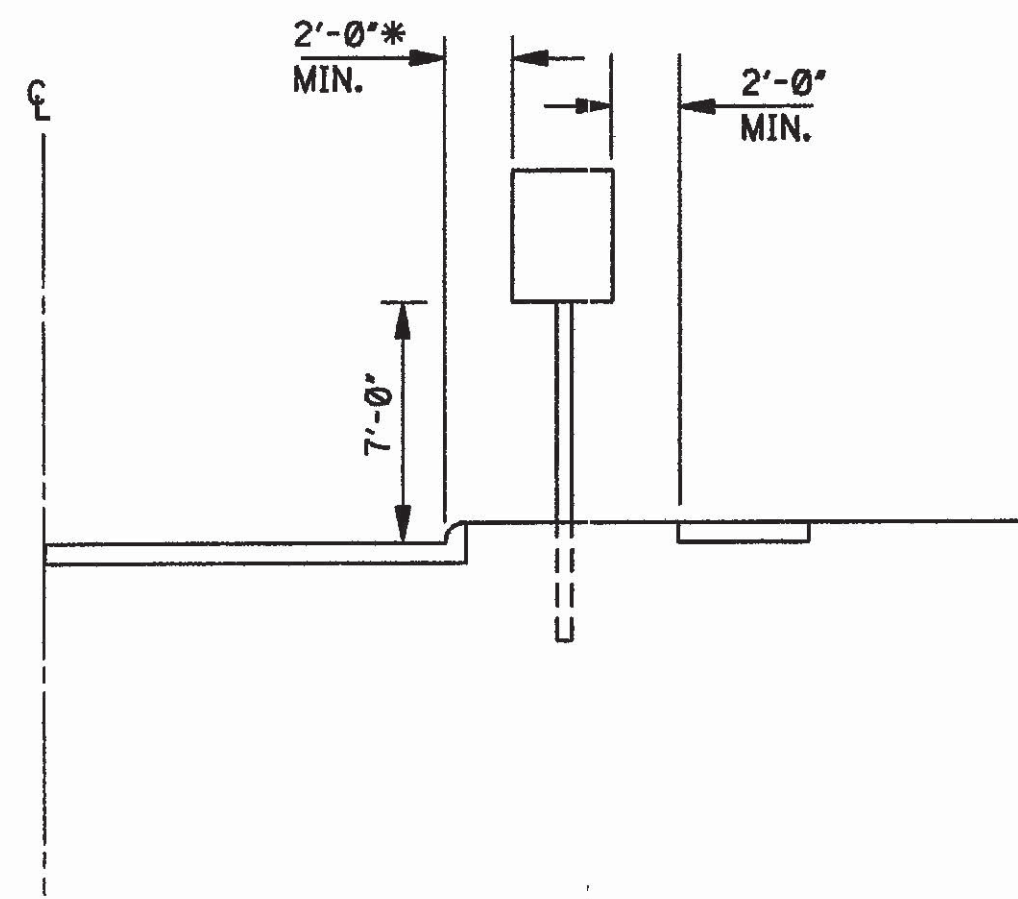
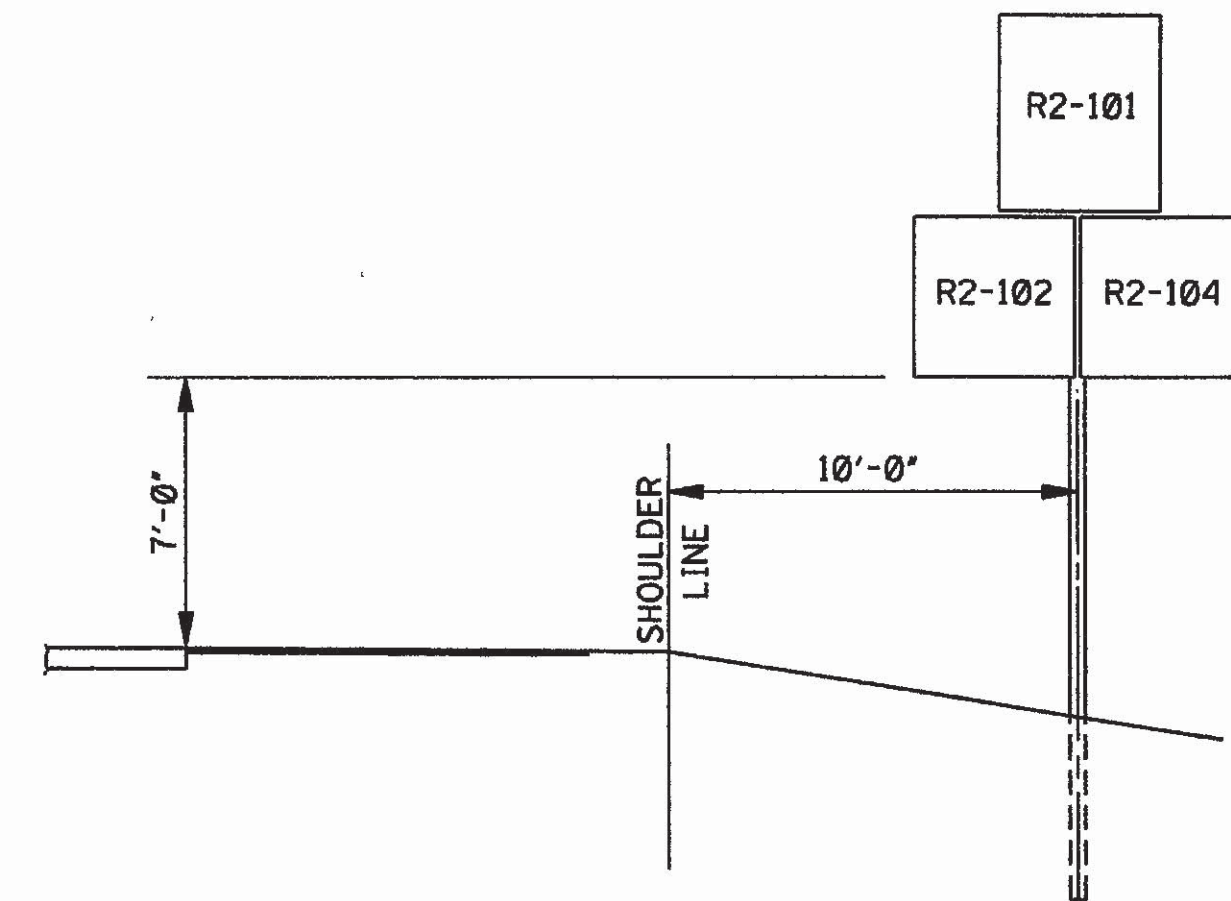
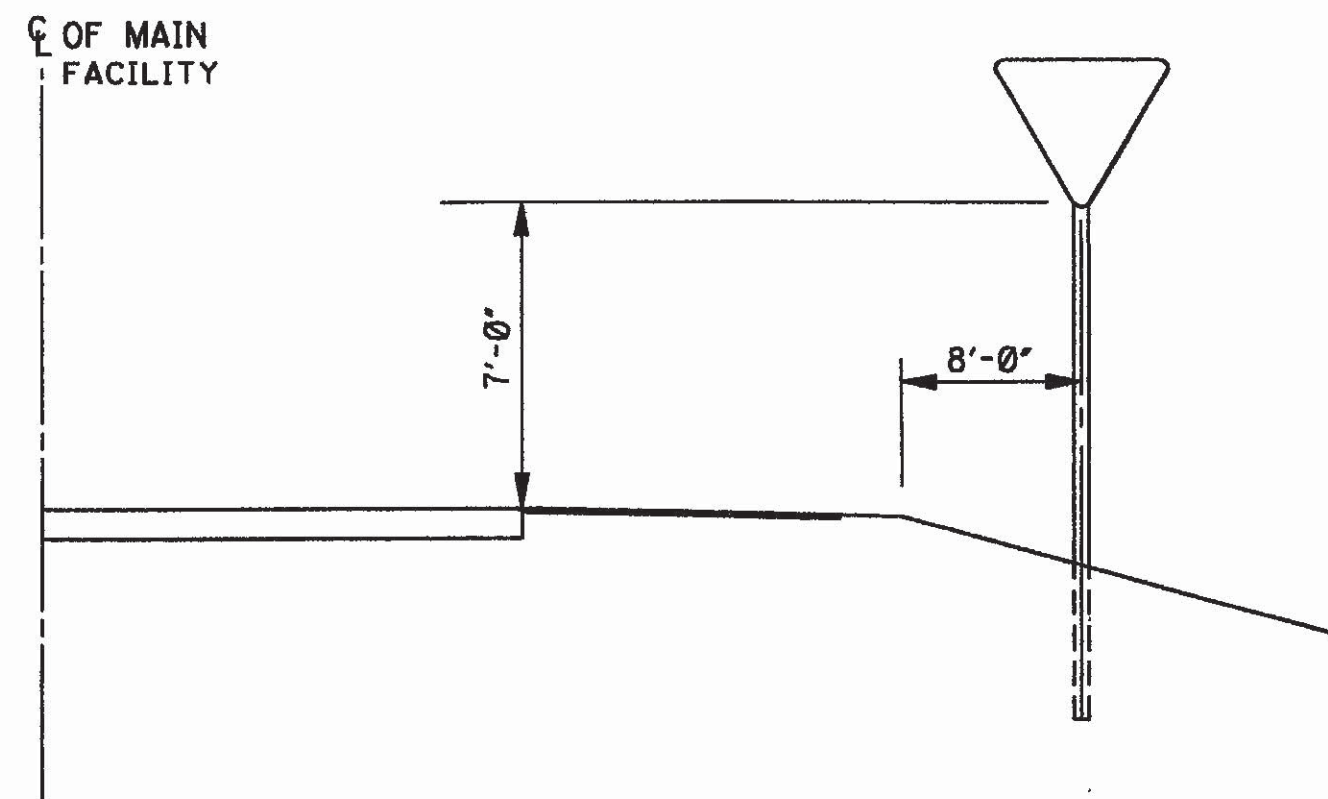
WORKING NUMBER
EC-1

SHEET NUMBER
140

ISSUE DATE: OCTOBER 1, 1998

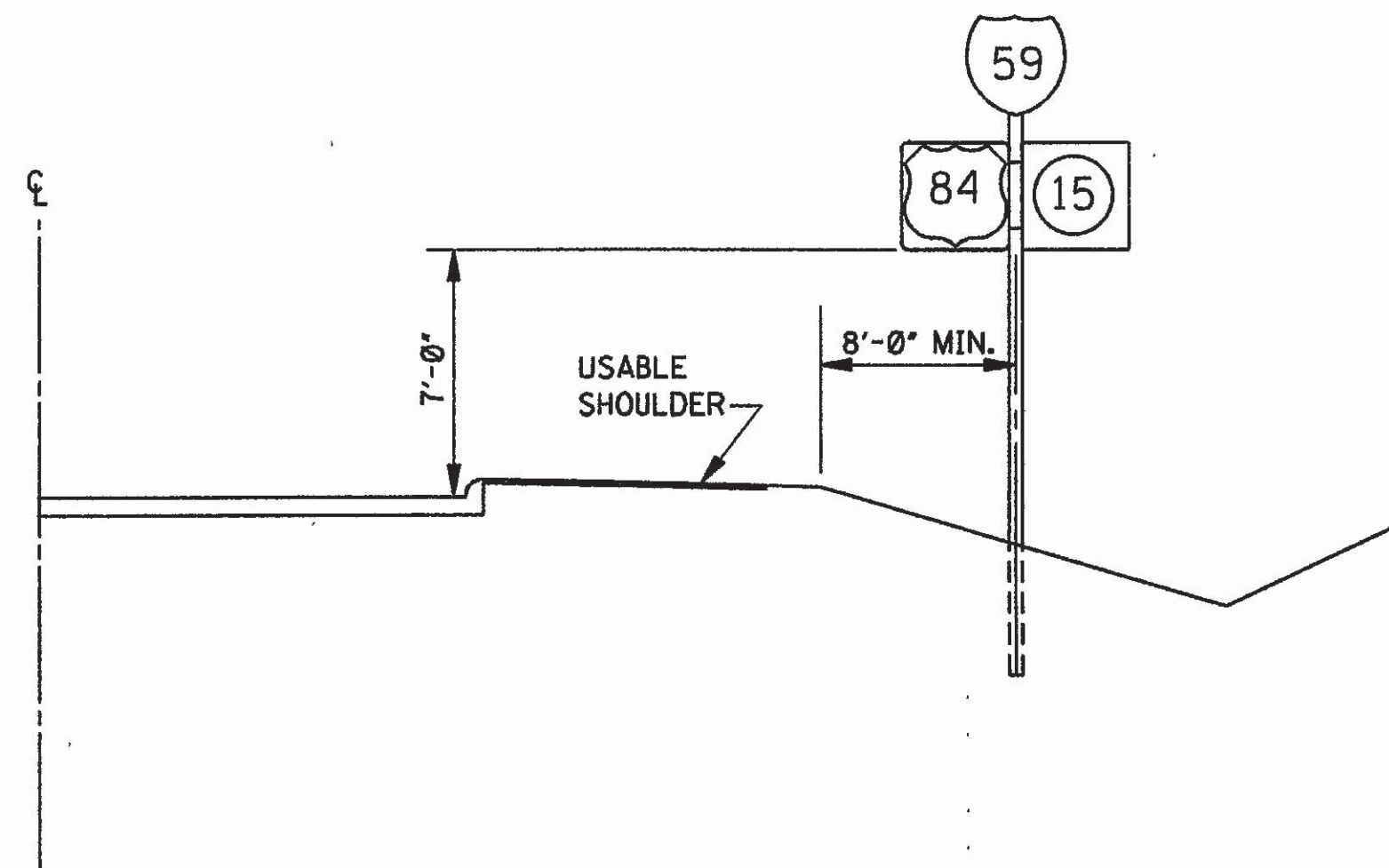


TYPICAL INSTALLATION IN ISLANDS OFF OF (OR ADJACENT TO) INTERSTATE MAIN FACILITY

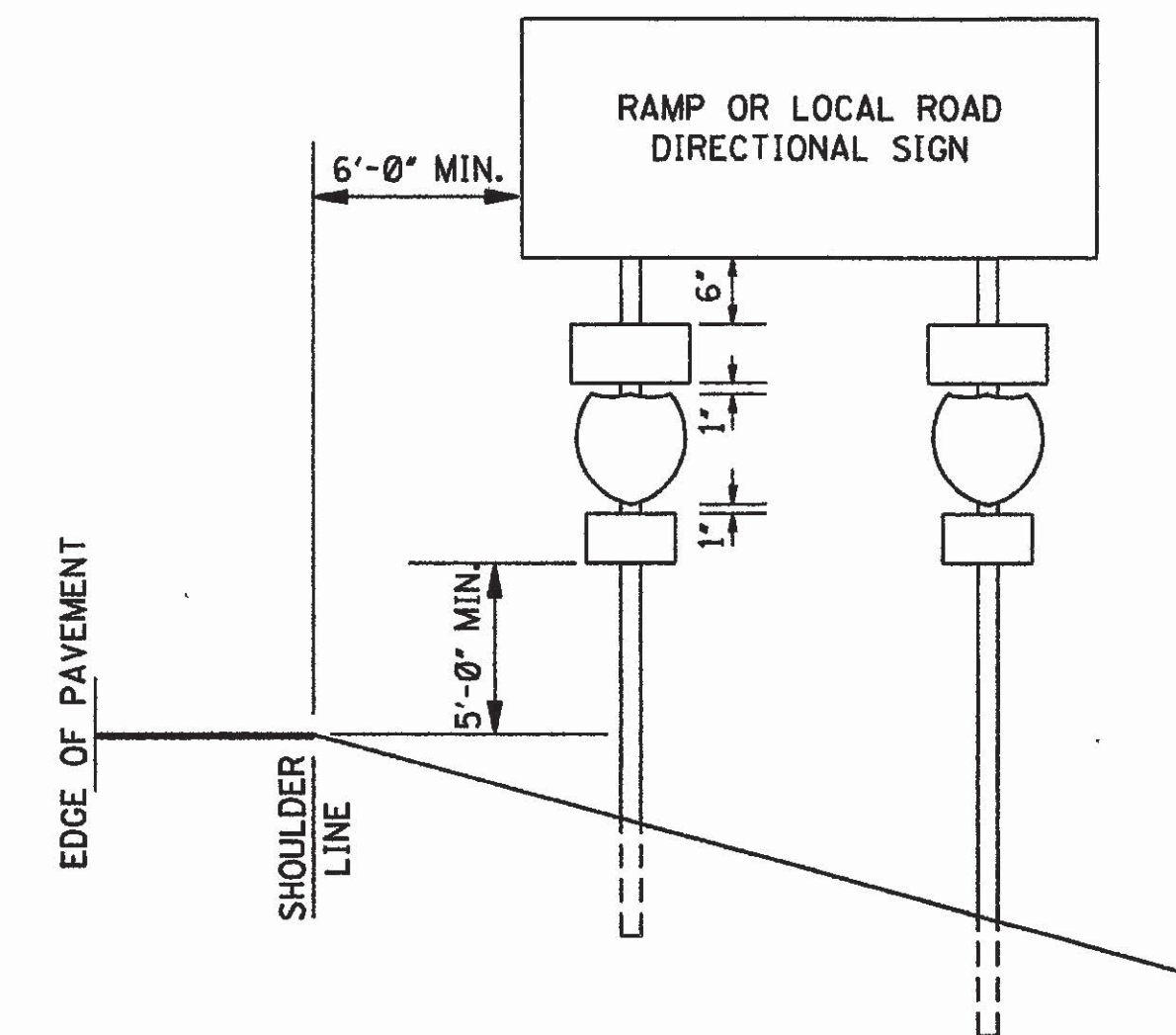


TYPICAL INSTALLATION ALONG FRONTAGE ROAD, RAMP OR STREET WHERE THERE IS NOT A USABLE SHOULDER

* NOTE: THE 2'-0" MINIMUM OFFSET APPLIES ONLY TO STANDARD SIGNS MOUNTED ON U-SECTION POSTS. ALL STANDARD SIGNS MOUNTED ON PIPE WILL BE OFFSET A MINIMUM OF 4'-0". RAMP DESTINATION SIGNS WILL BE OFFSET 4'-0" FROM SHOULDERS.



TYPICAL INSTALLATION ALONG THE INTERSTATE MAIN FACILITY AND ALONG RAMPS, FRONTAGE ROADS AND HIGHWAYS

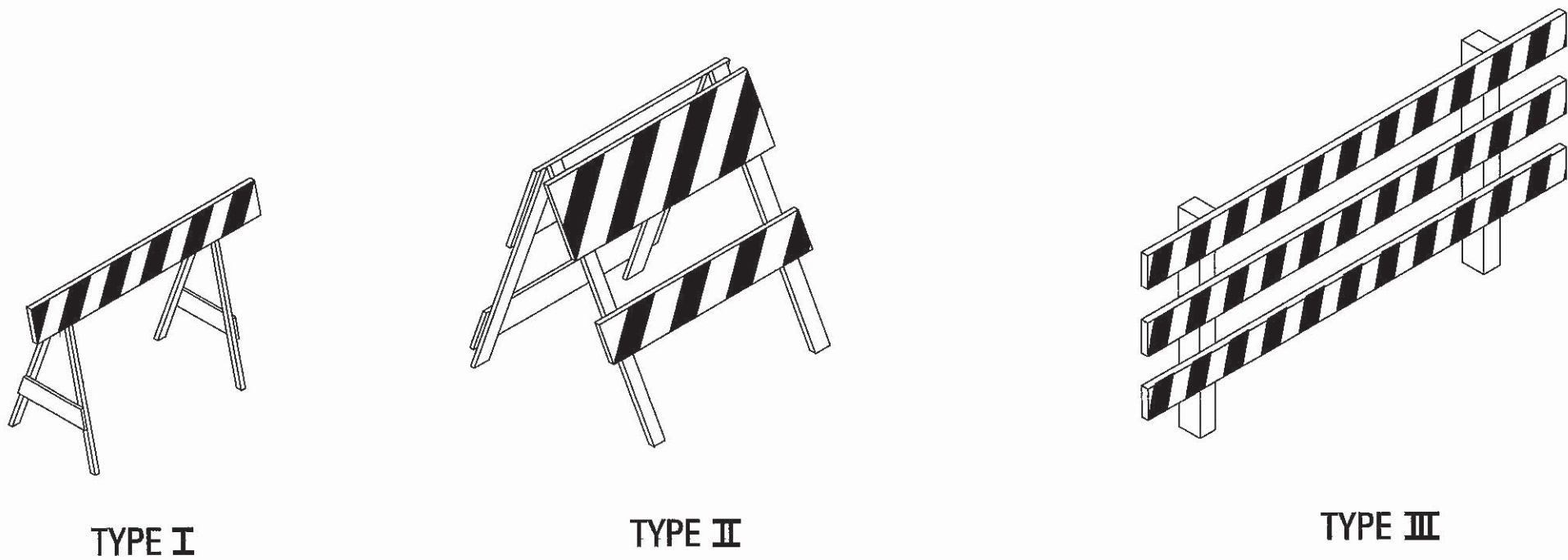


		MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
		STANDARD ROADSIDE SIGN ASSEMBLY AND INSTALLATION	
		WORKING NUMBER SN-4 SHEET NUMBER 225	
DATE	ISSUE DATE:	OCTOBER 1, 1998	
REVISION	BY		



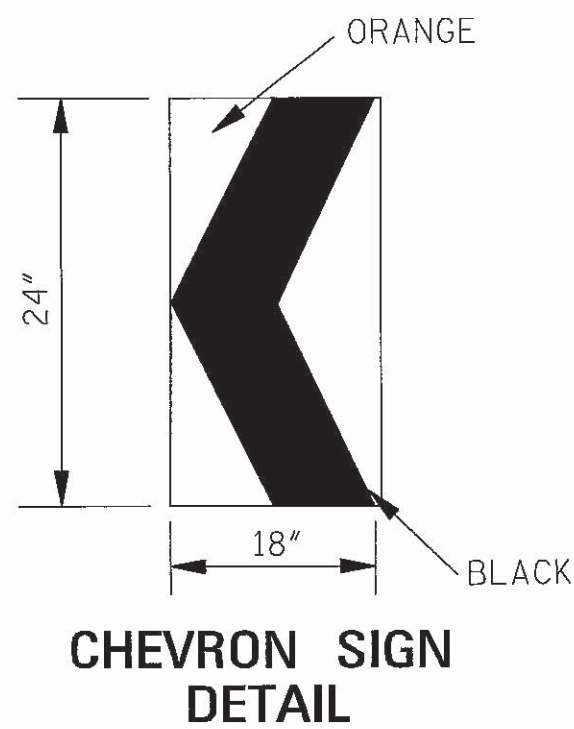
6/20/2012 1:31 PM SDTCP-10_06012012.DGN PLAN ROADWAY DESIGN DIVISION MISSISSIPPI DEPARTMENT OF TRANSPORTATION

STATE	PROJECT NO.
MISS.	

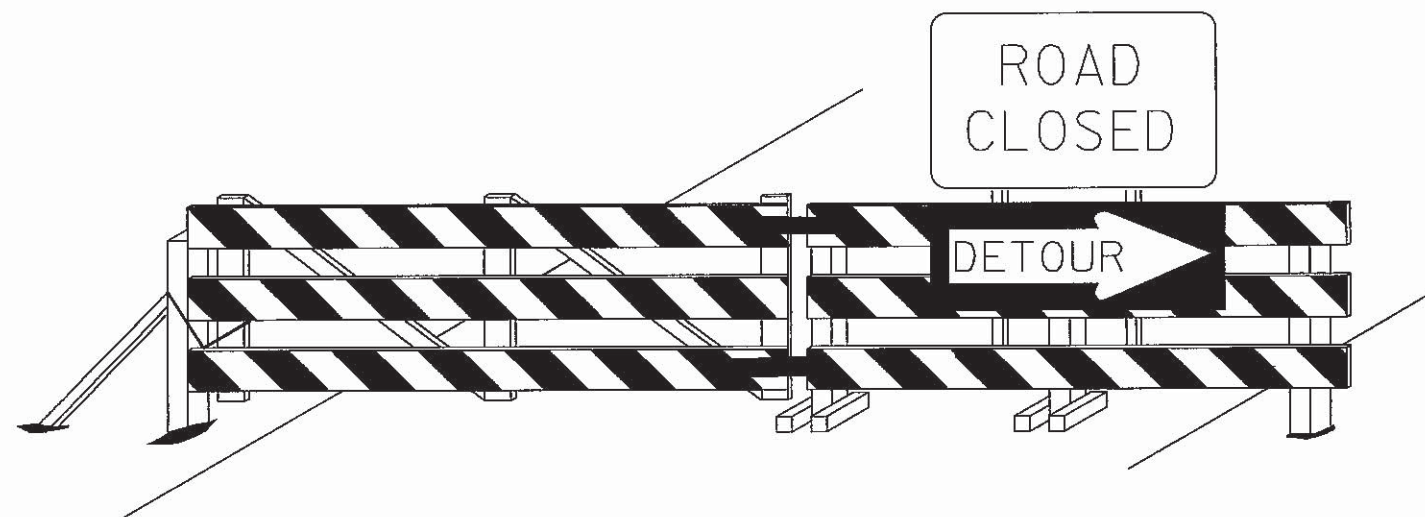


STANDARD BARRICADES

1. A TYPE I BARRICADE CONSISTS OF ONE (1) HORIZONTAL RAIL SUPPORTED BY A DEMOUNTABLE FRAME OR A LIGHT "A" FRAME. A TYPE I BARRICADE NORMALLY WOULD BE USED ON CONVENTIONAL ROADS OR URBAN STREETS AND ARTERIALS.
2. A TYPE II BARRICADE CONSISTS OF TWO (2) HORIZONTAL RAILS ON A LIGHT "A" FRAME. TYPE II BARRICADES ARE INTENDED FOR USE ON EXPRESSWAYS AND FREEWAYS AND OTHER HIGH-SPEED ROADWAYS.
3. TYPE I AND TYPE II BARRICADES ARE INTENDED FOR USE WHERE THE HAZARD IS RELATIVELY SMALL AS, FOR EXAMPLE, ON CITY STREETS, OR FOR THE MORE OR LESS CONTINUOUS DELIMITING OF A RESTRICTED ROADWAY, OR FOR TEMPORARY DAYTIME USE.
4. A TYPE III BARRICADE CONSISTS OF THREE (3) HORIZONTAL RAILS SUPPORTED BY FIXED POSTS, A RIGID SKID, A HEAVY DEMOUNTABLE FRAME OR A HEAVY, HINGED "A" FRAME.
5. TYPE III BARRICADES ARE INTENDED FOR USE ON CONSTRUCTION AND MAINTENANCE PROJECTS AS WING BARRICADES AND AT ROAD CLOSURES, WHERE THEY MUST REMAIN IN PLACE FOR EXTENDED PERIODS.
6. THE MARKING FOR BARRICADE RAILS SHALL BE ORANGE AND WHITE (SLOPING DOWNWARD AT AN ANGLE OF 45° IN THE DIRECTION TRAFFIC IS TO PASS).
7. DO NOT PLACE SANDBAGS OR OTHER DEVICES TO PROVIDE MASS ON THE BOTTOM RAIL THAT WILL BLOCK VIEW OR RAIL FACE.
8. FOR ADDITIONAL INFORMATION OR DETAILS, SEE MUTCD, LATEST EDITION.



1. A CHEVRON SIGN CONSISTS OF A BLACK CHEVRON TYPE MARKING ON AN ORANGE BACKGROUND AND SHALL POINT IN THE DIRECTION OF TRAFFIC FLOW.
2. THE CHEVRON SIGN SHALL BE MOUNTED ON FIXED POST OR RIGID SKID.
3. CHEVRON SIGNS MAY BE USED TO SUPPLEMENT OTHER STANDARD DEVICES WHERE ONE OR MORE LANES ARE CLOSED FOR CONSTRUCTION OR MAINTENANCE. THEY SHALL BE PLACED APPROXIMATELY 2'-0" BEHIND THE LANE TRANSITION STRIPE.

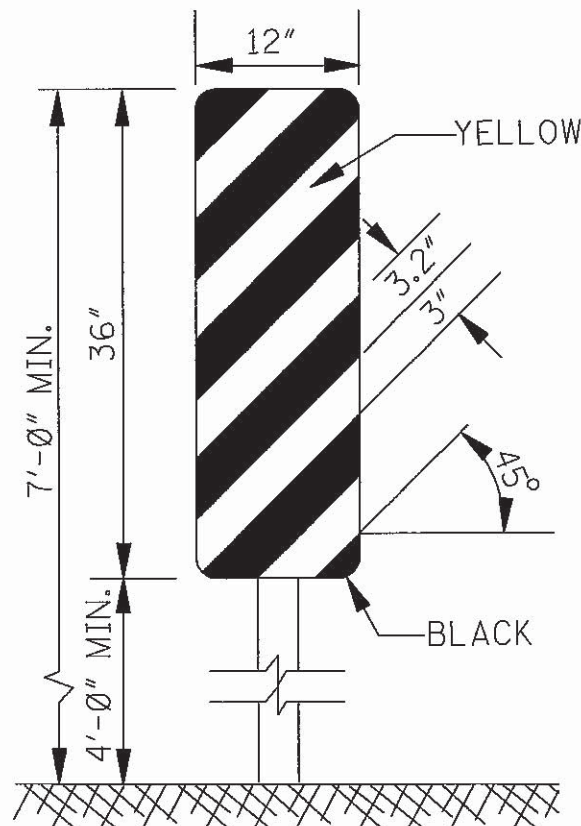


BARRICADE CLOSING A ROAD

BARRICADE CHARACTERISTICS

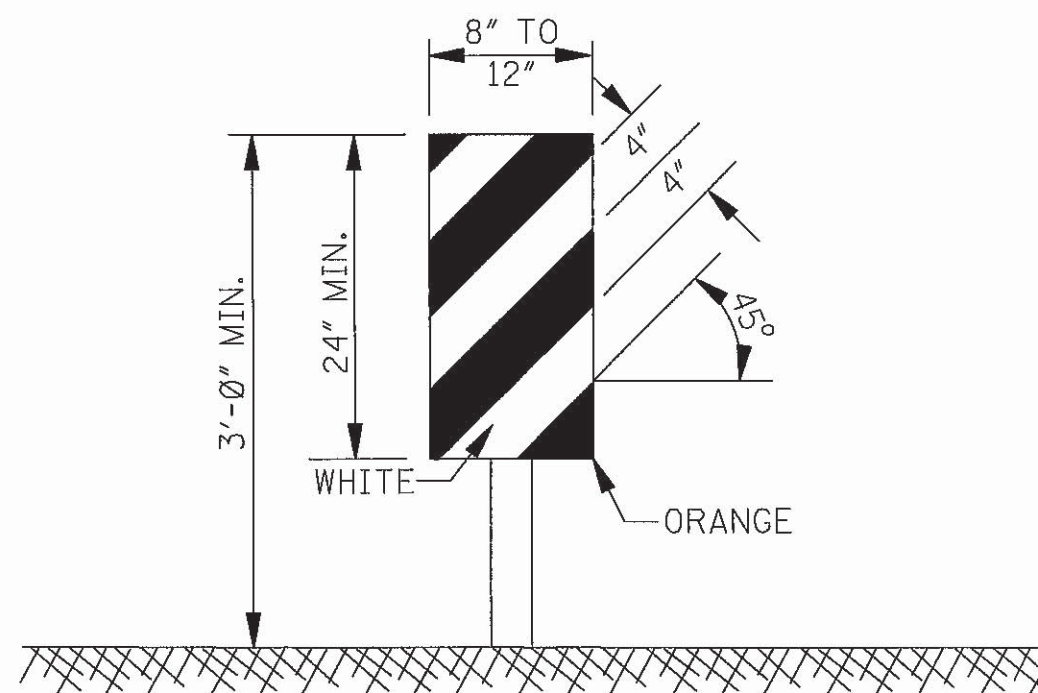
	I	II	III
WIDTH OF RAIL **	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.
LENGTH OF RAIL **	24" MIN.	24" MIN.	48" MIN.
WIDTH OF STRIPE *	6"	6"	6"
HEIGHT	36" MIN.	36" MIN.	60" MIN.
NUMBER OF REFLECTORIZED RAIL FACES	2 (ONE EACH DIRECTION)	4 (TWO EACH DIRECTION)	3 IF FACING TRAFFIC IN ONE DIRECTION 6 IF FACING TRAFFIC IN TWO DIRECTIONS
TYPE OF FRAME	LIGHT	LIGHT "A" FRAME	POST OR SKID

- * 1. FOR RAILS LESS THAN 36" LONG, 4" WIDE STRIPES MAY BE USED.
- ** 2. BARRICADES INTENDED FOR USE ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH SPEED ROADWAYS, SHALL HAVE A MINIMUM OF 270 in² OF REFLECTIVE AREA FACING TRAFFIC.



TYPE 3 OBJECT MARKER (OM-3R)

1. TYPE 3 OBJECT MARKERS SHALL BE USED AT ALL EXPOSED BRIDGE ABUTMENTS AND AT OTHER LOCATIONS AS DEEMED NECESSARY BY THE ENGINEER.
2. THE OM-3R IS SHOWN. THE OM-3L IS SIMILAR EXCEPT THE STRIPES SLOPE DOWNWARD FROM THE UPPER LEFT SIDE TO THE LOWER RIGHT SIDE AND SHALL BE PLACED ON THE LEFT SIDE OF THE OBJECT.
3. THE INSIDE EDGE OF THE MARKER SHALL BE IN LINE WITH THE INNER EDGE OF THE OBSTRUCTION.

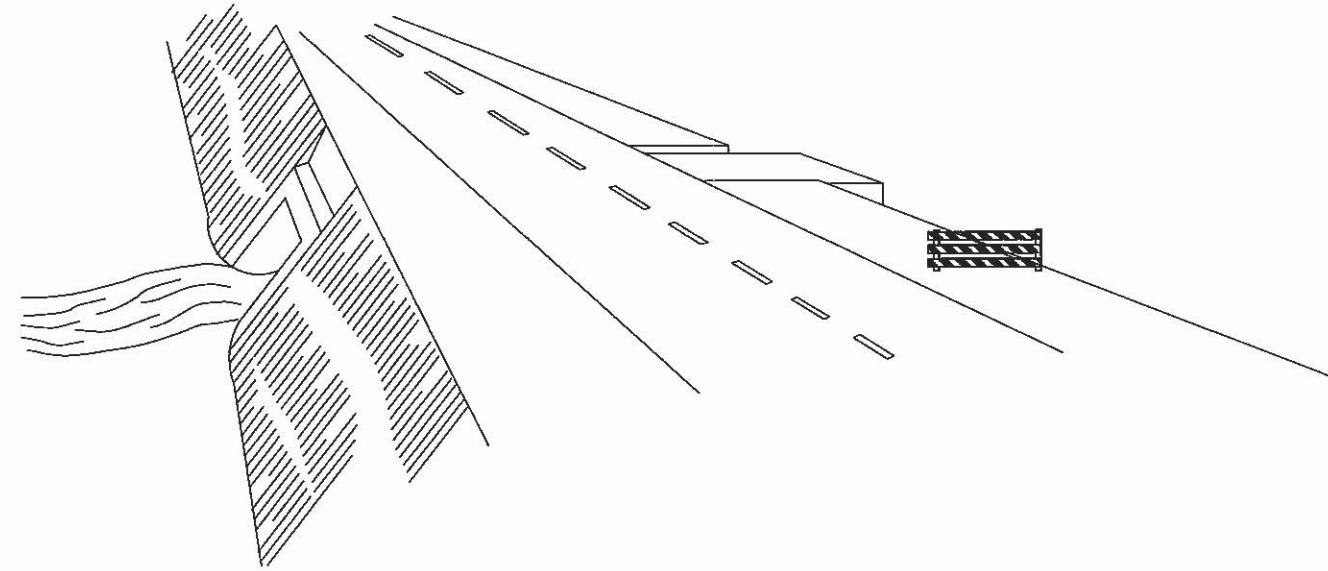


VERTICAL PANEL

1. VERTICAL PANELS CONSIST OF AT LEAST ONE PANEL 8" TO 12" IN WIDTH AND A MINIMUM OF 24" IN HEIGHT.
2. THE DIAGONAL STRIPES SHALL SLOPE DOWNWARD IN THE DIRECTION THAT TRAFFIC IS TO PASS THE PANEL. THE PANELS SHALL BE MOUNTED WITH THE TOP A MINIMUM OF 36" ABOVE THE ROADWAY ON A SINGLE LIGHTMASS POST.
3. VERTICAL PANELS USED ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH-SPEED ROADWAYS SHALL HAVE A MINIMUM OF 270 in² OF RETROREFLECTIVE AREA FACING TRAFFIC.
4. FOR TWO-WAY TRAFFIC OPERATIONS, BACK-TO-BACK PANELS SHALL BE USED.

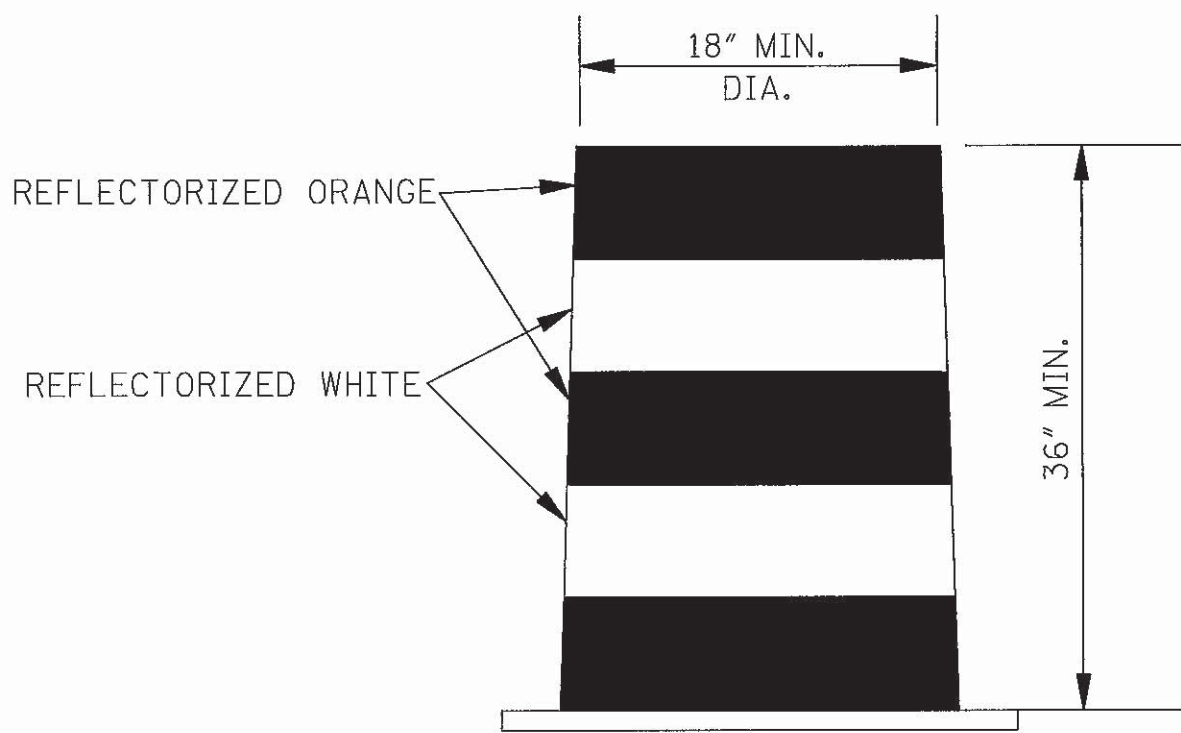
GENERAL NOTES:

1. MARKINGS ON ALL DEVICES SHOWN ON THIS SHEET SHALL BE HIGH INTENSITY REFLECTIVE SHEETING.
2. THE TRAFFIC CONTROL PLAN WILL LIST THE VARIOUS TRAFFIC CONTROL DEVICES REQUIRED FOR EACH PROJECT.



WING BARRICADES

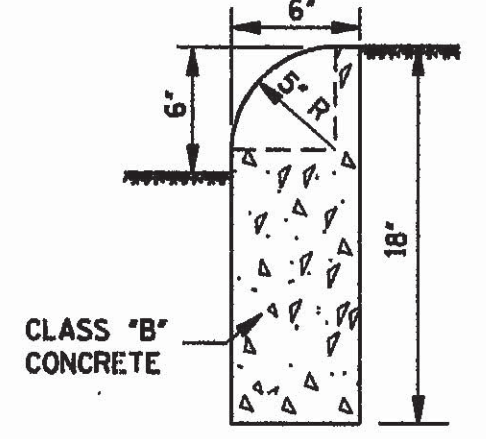
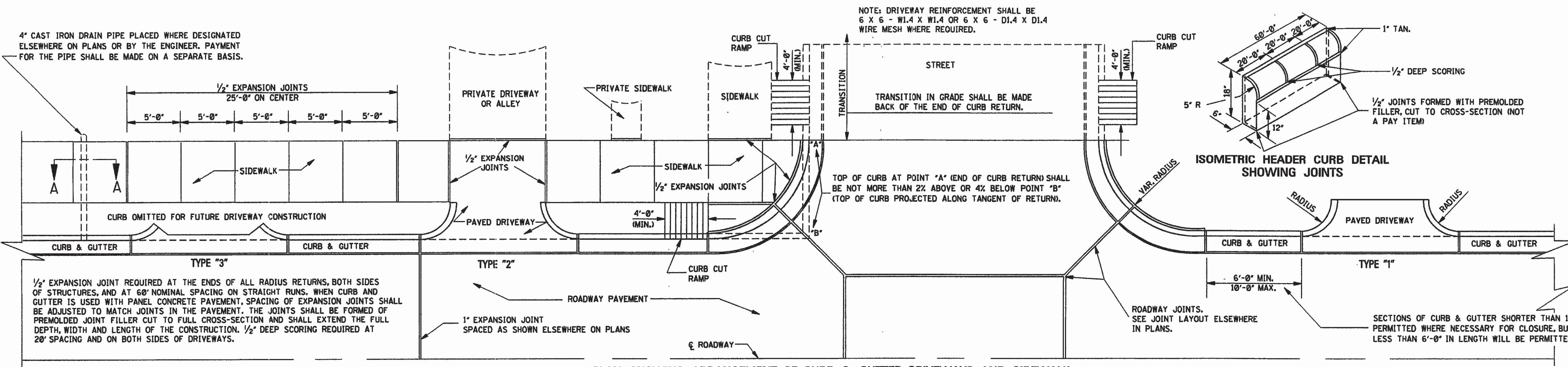
1. WING BARRICADES ARE TYPE III BARRICADES ERECTED ON THE SHOULDER ON ONE OR BOTH SIDES OF THE PAVEMENT TO GIVE THE SENSATION OF A NARROWING OR RESTRICTED ROADWAY. WING BARRICADES MAY BE USED AS A MOUNTING FOR THE ADVANCE WARNING SIGNS OR FLASHERS.
2. WING BARRICADES SHOULD BE USED:
 - A. IN ADVANCE OF A CONSTRUCTION PROJECT EVEN WHEN NO PART OF THE ROADWAY IS ACTUALLY CLOSED.
 - B. IN ADVANCE OF ALL BRIDGE OR CULVERT WIDENING OPERATIONS.



PLASTIC DRUM STRIPING DETAIL

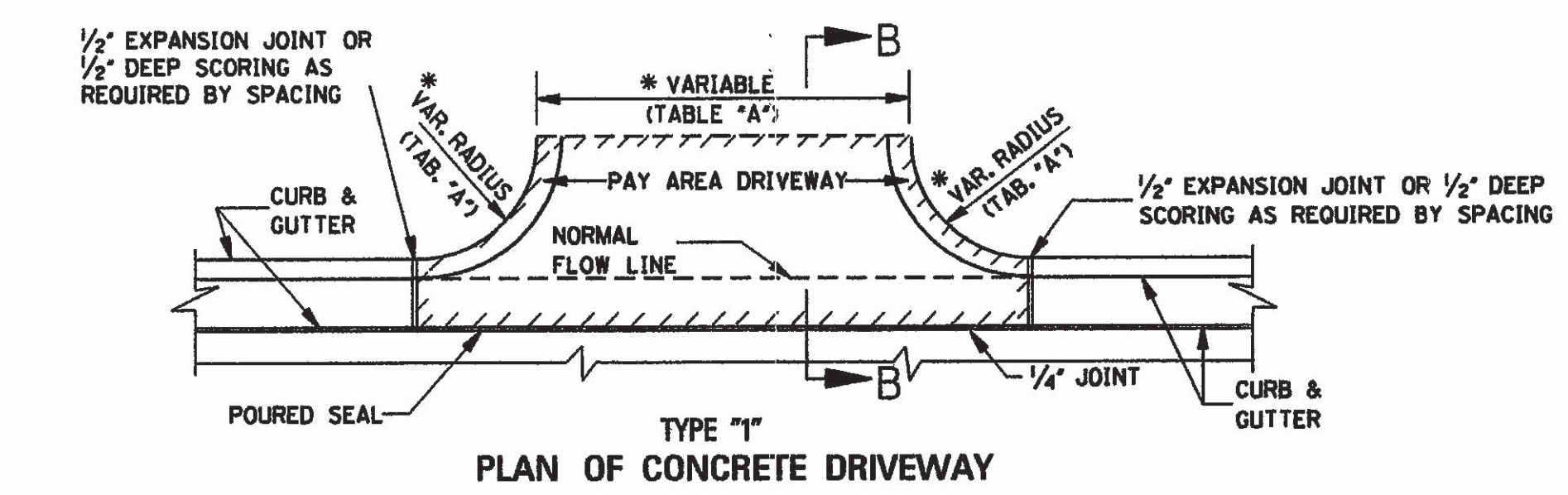
1. PLASTIC DRUMS SHALL BE ON END AND USED AS AN EXPEDIENT METHOD FOR TRAFFIC CHANNELIZATION. THE COLOR AND MARKING OF DRUMS SHALL BE CONSISTENT WITH MARKING STANDARDS FOR BARRICADE. THE PREDOMINANT COLOR ON DRUMS SHALL BE ORANGE WITH FOUR (4) REFLECTORIZED, HORIZONTAL, CIRCUMFERENTIAL STRIPES (2 ORANGE & 2 WHITE) 6" WIDE.
2. DRUMS SHOULD NEVER BE PLACED IN THE ROADWAY WITHOUT WARNING SIGNS.
3. WHERE PRACTICAL PLASTIC DRUMS SHALL BE PLACED NO CLOSER THAN 3'-0" FROM THE EDGE OF TRAVELED LANE.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION				
				REVISION	HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS				
				DATE	FILENAME: SDTCP-10_06012012.DGN				WORKING NUMBER SDTCP-10
				DESIGN TEAM	CHECKED		DATE 6/1/2012		SHEET NUMBER



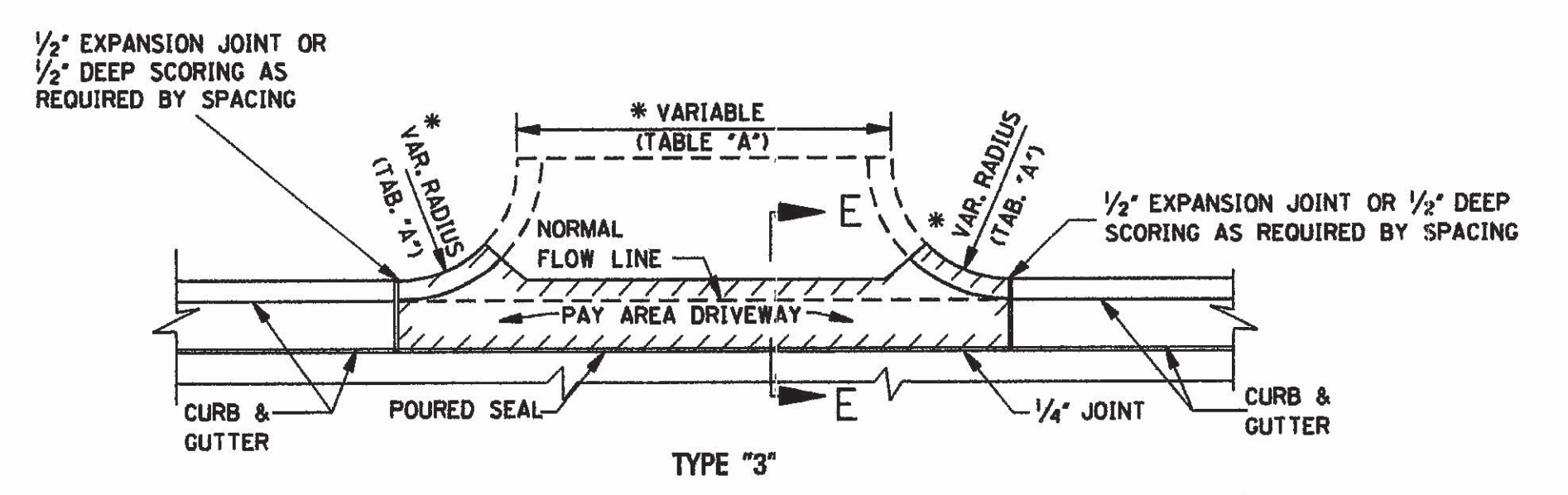
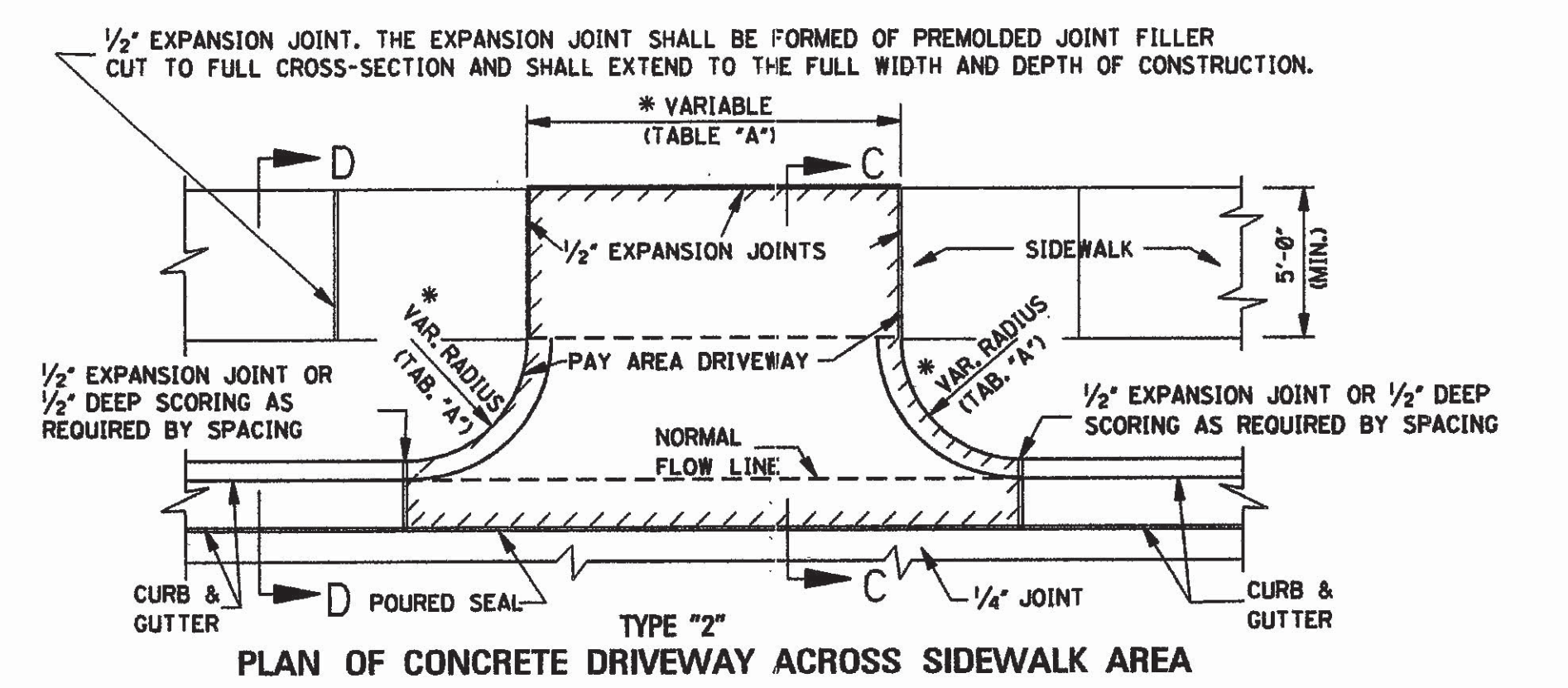
DETAIL OF HEADER CURB
CONTRACTION JOINTS REQUIRED AT 20' O.C.
EXPANSION JOINTS REQUIRED AT 60' O.C.
UNLESS OTHERWISE DIRECTED BY ENGINEER.

PLAN SHOWING ARRANGEMENT OF CURB & GUTTER, DRIVEWAYS AND SIDEWALK

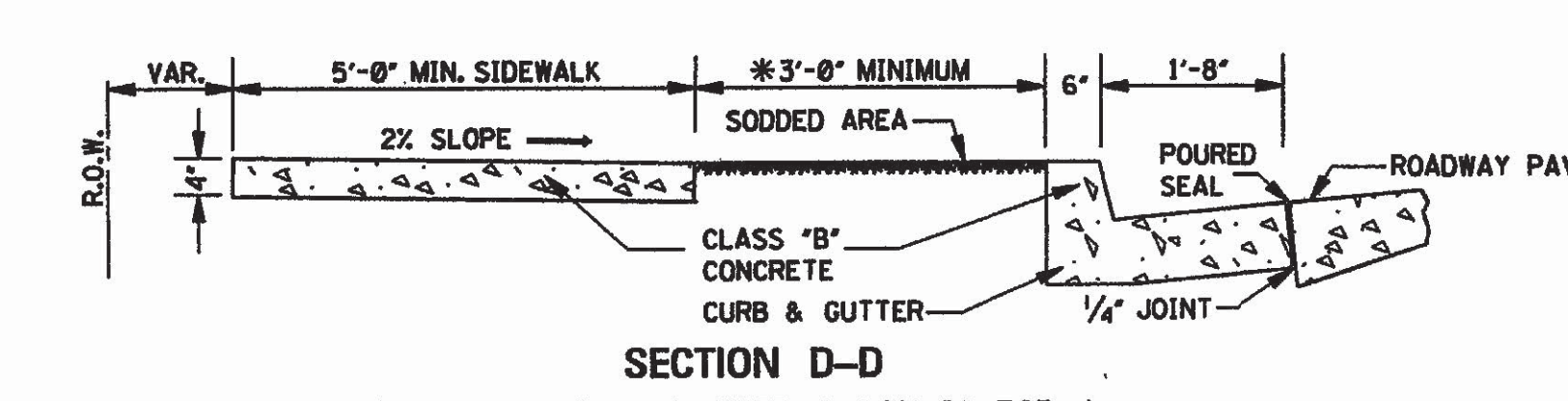
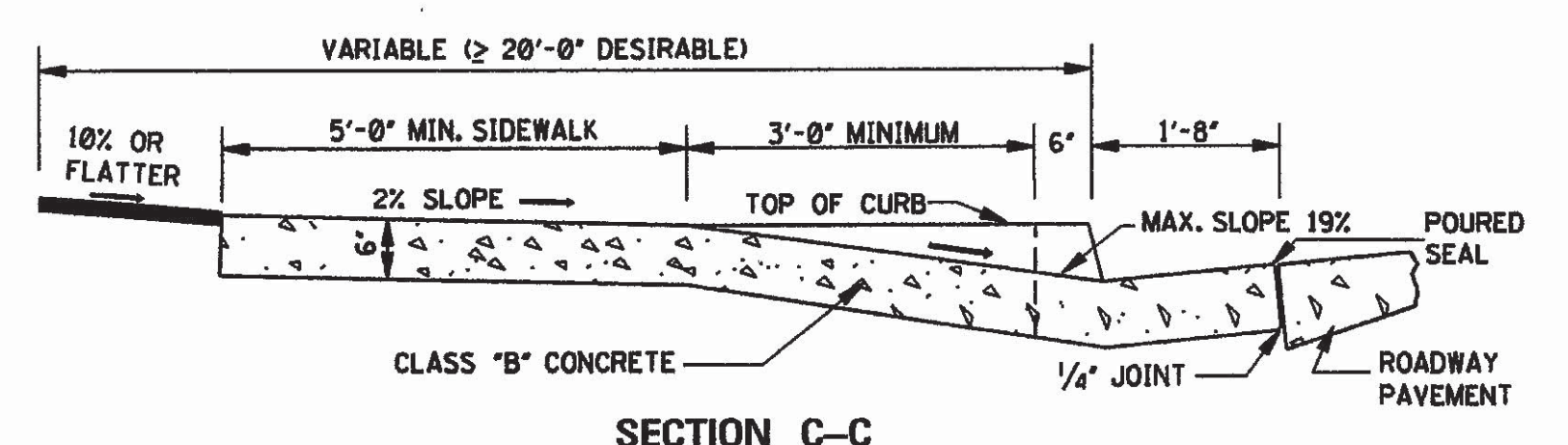
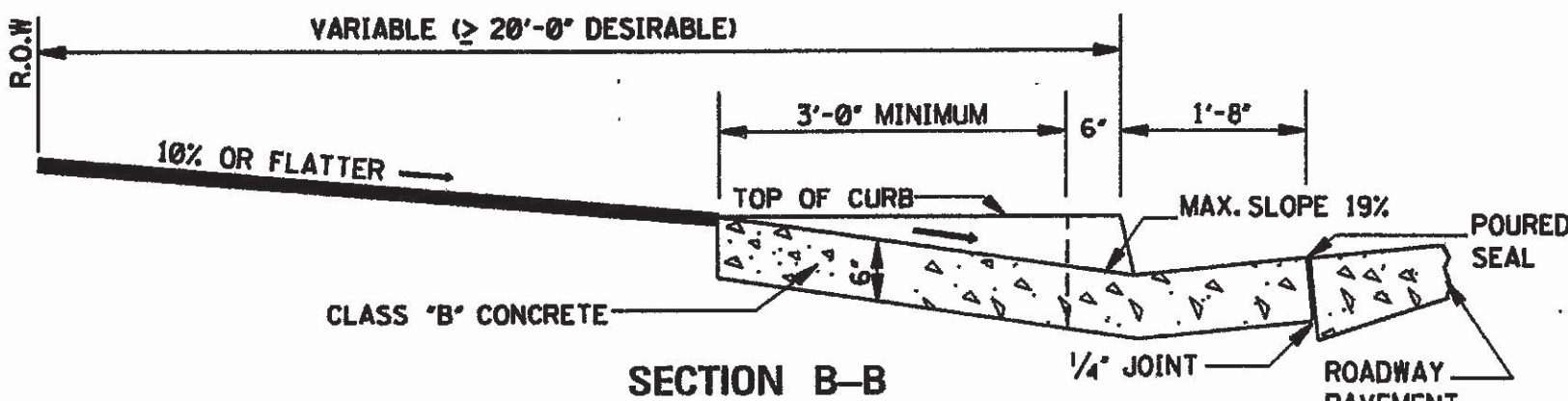
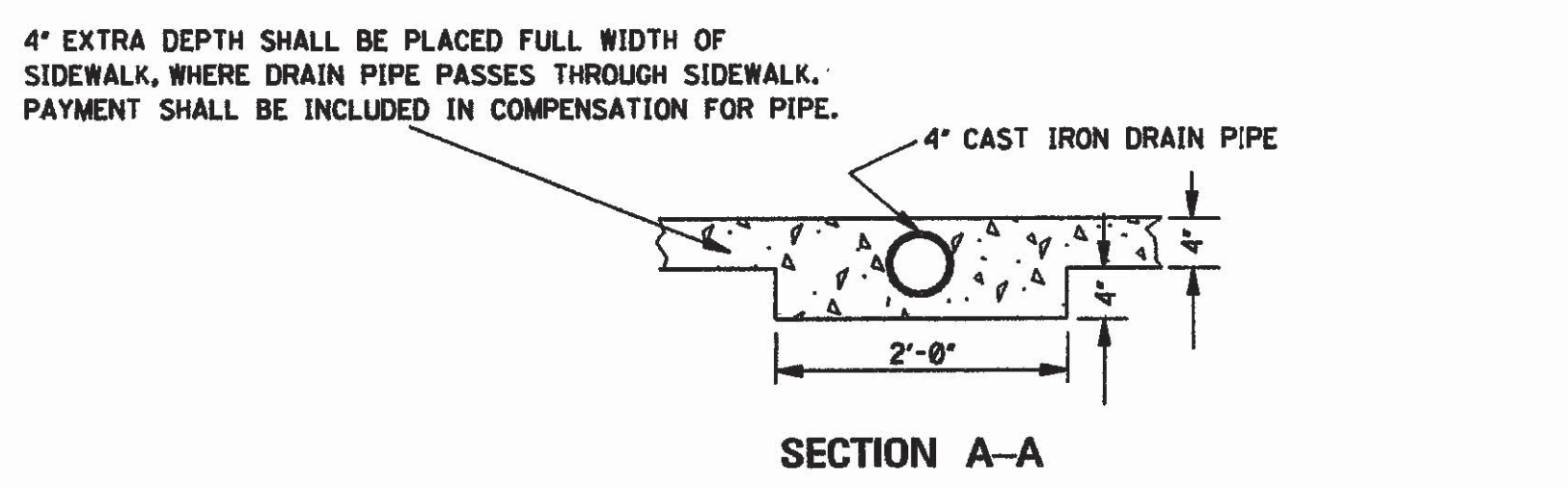


*TABLE \"A\"		
DRIVEWAY TYPE	DRIVEWAY WIDTH (ft)	CURB RETURN RADIUS (ft)
RESIDENTIAL	16'	3' - 10'
COMMERCIAL/ INDUSTRIAL	30' - 50'	5' - 30'

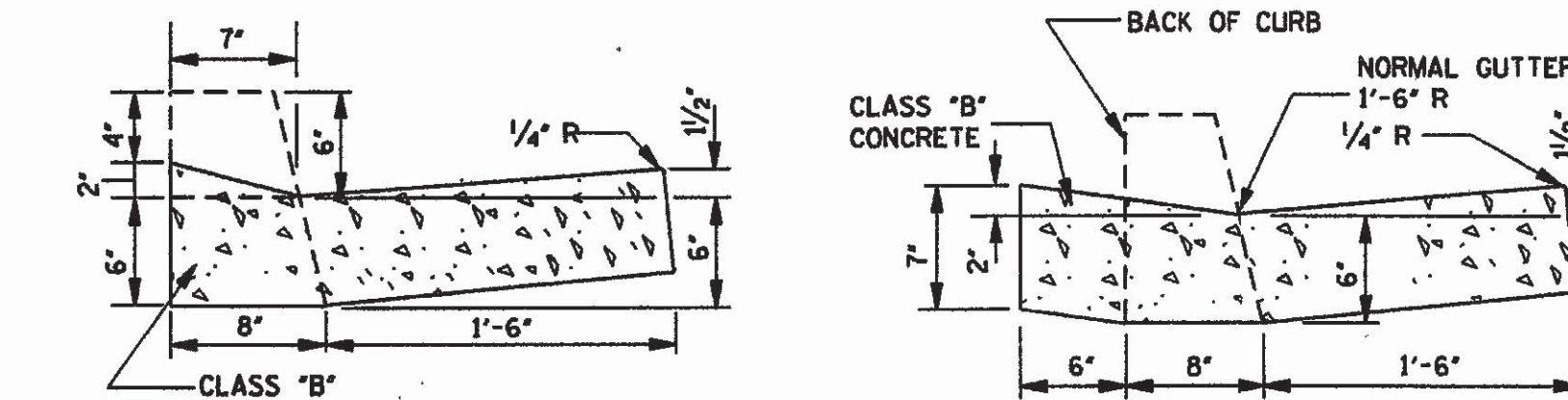
11.058 yd² FOR DRIVEWAY 16'-0\"/>



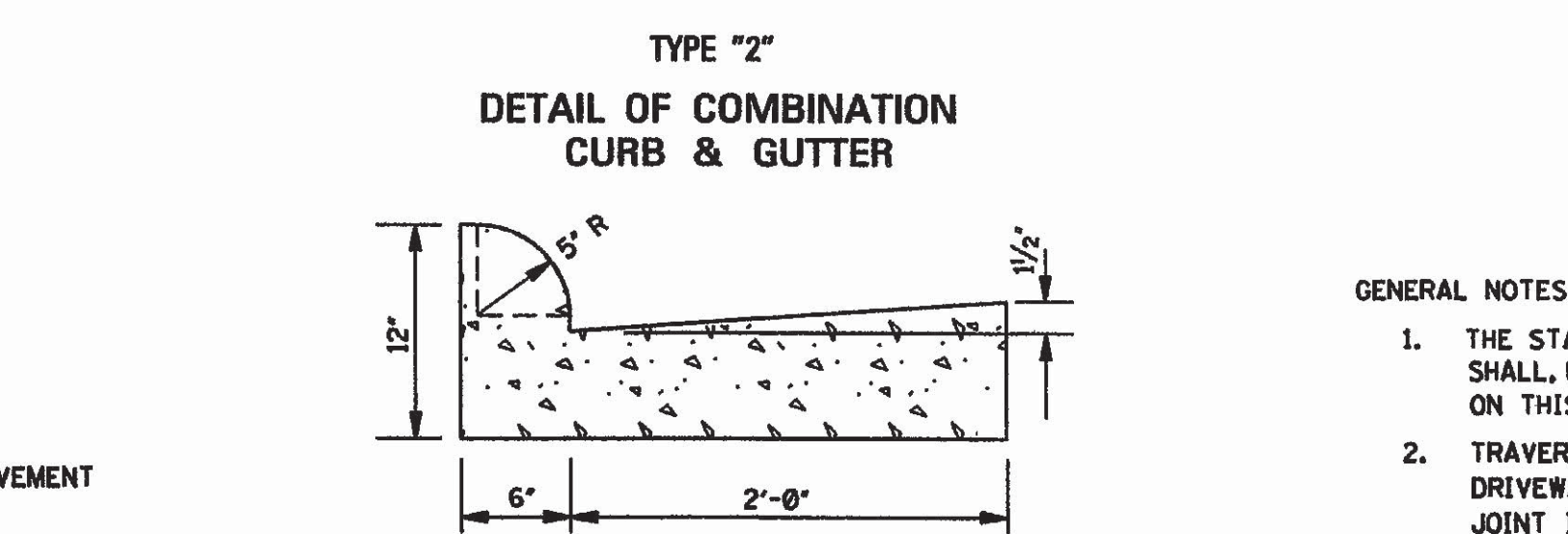
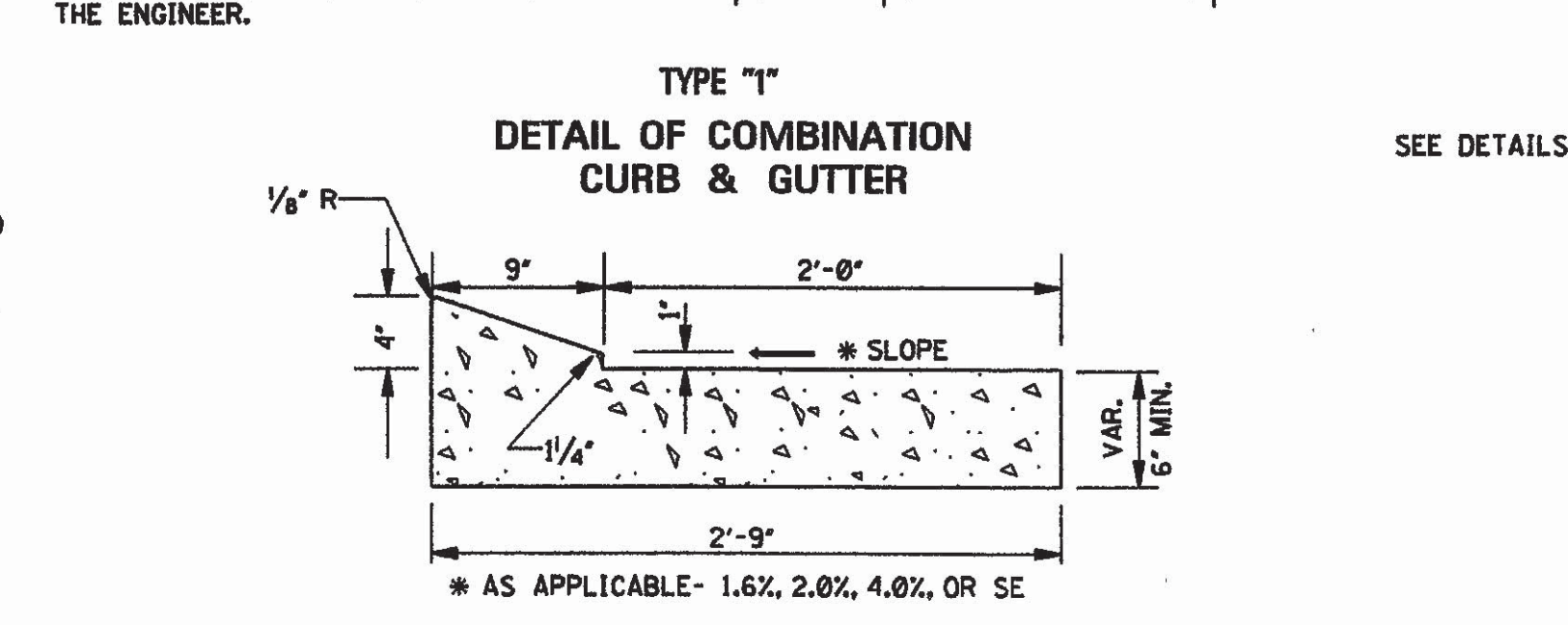
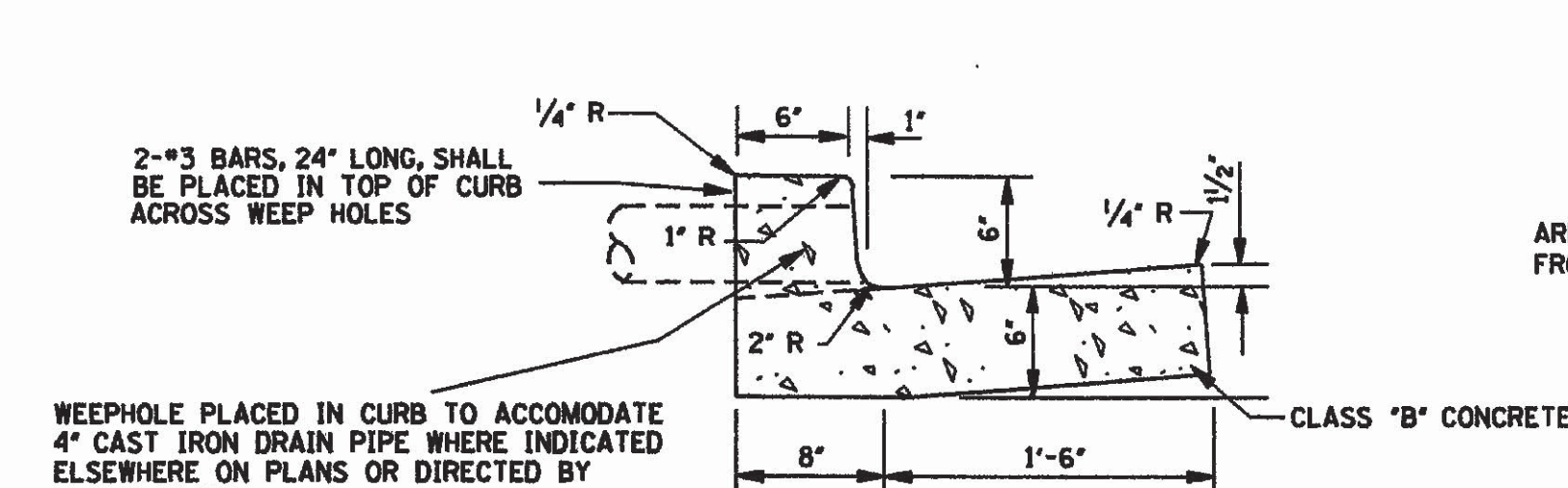
NOTE: THIS TYPE CONSTRUCTION SHALL BE USED WHERE DESIGNATED ELSEWHERE ON PLANS OR BY THE ENGINEER.



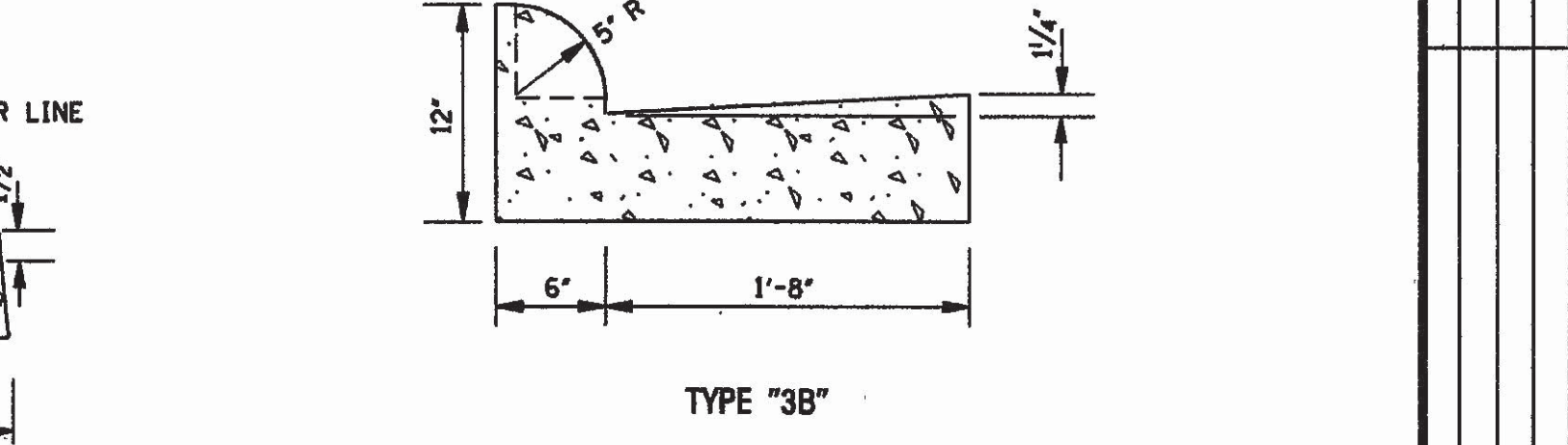
*NOTE: THE 3'-0\"/>



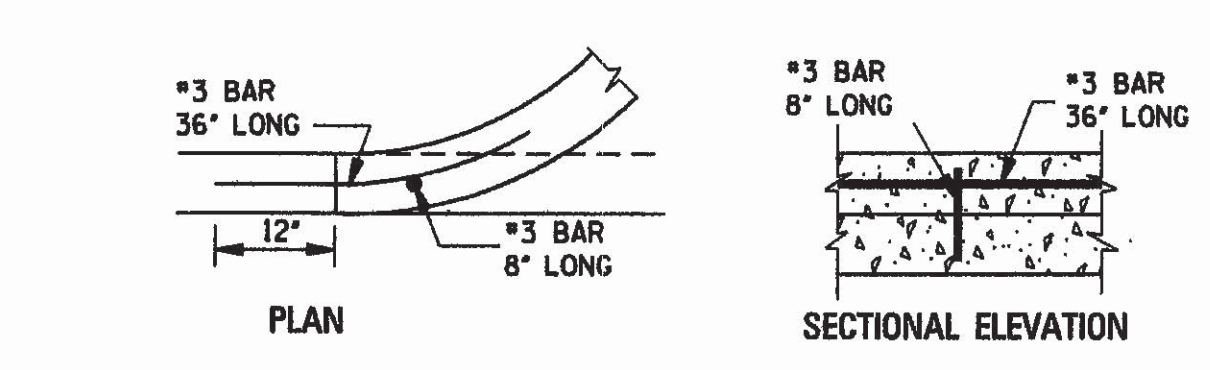
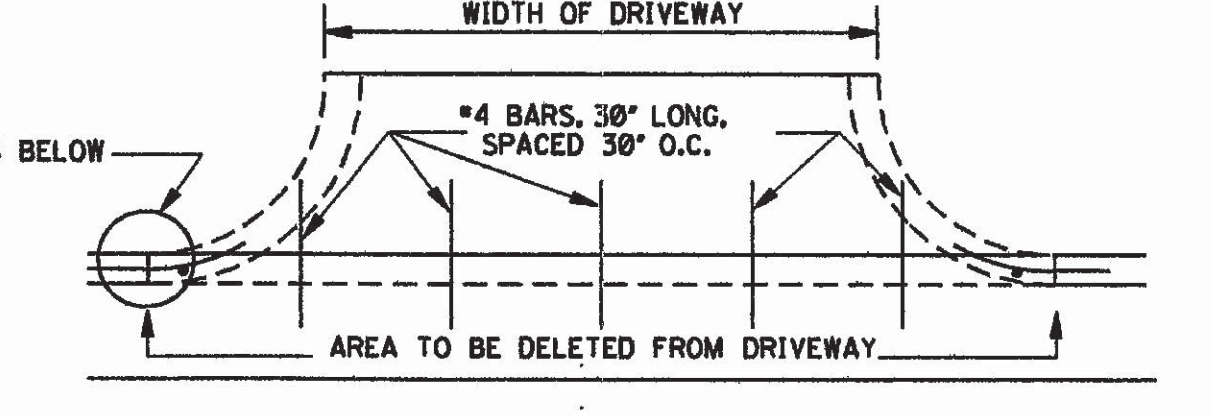
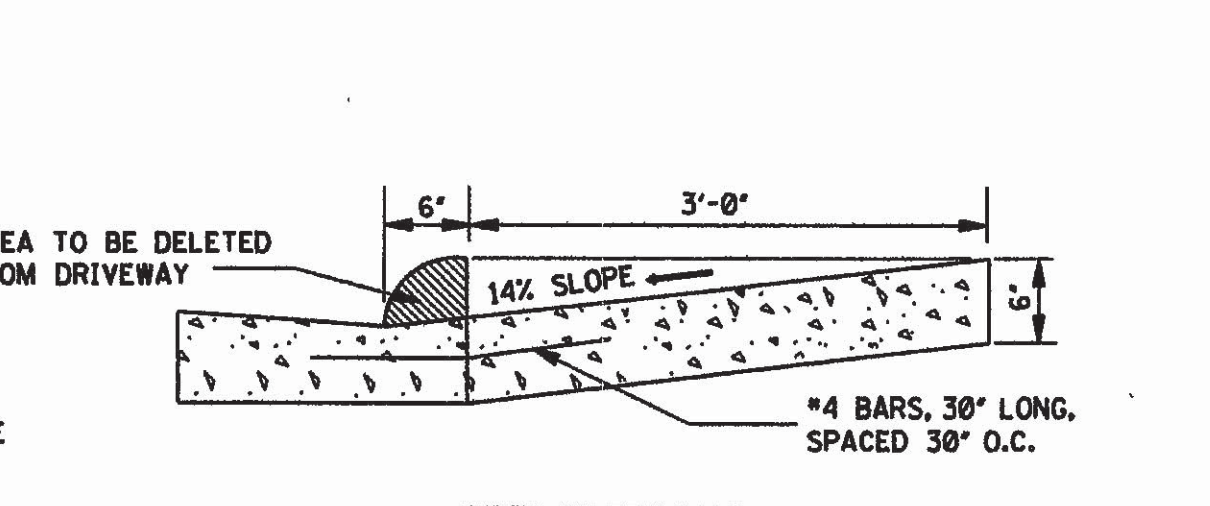
SECTION E-E



DETAIL OF COMBINATION CURB & GUTTER



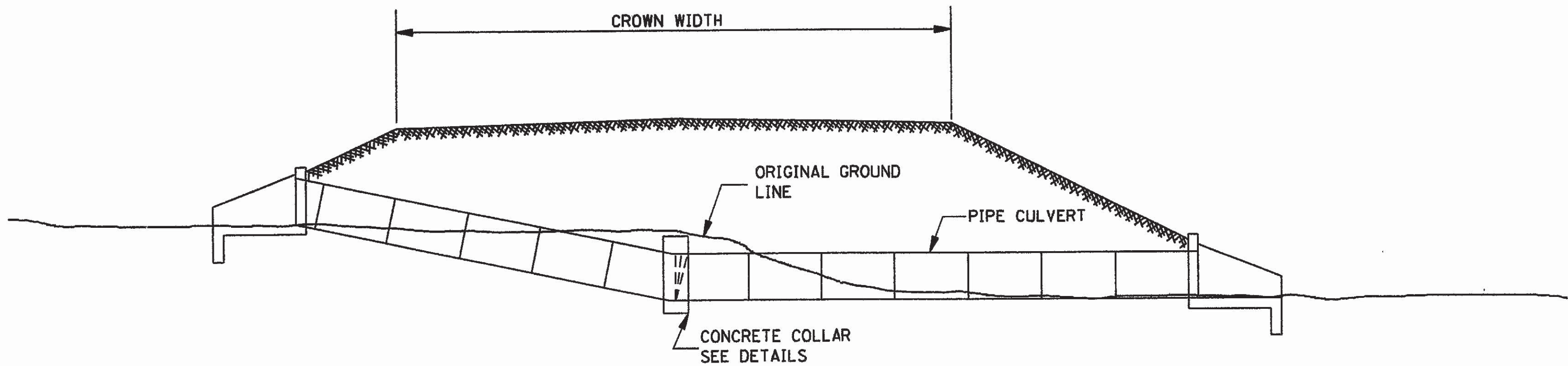
DETAIL OF COMBINATION CURB & GUTTER



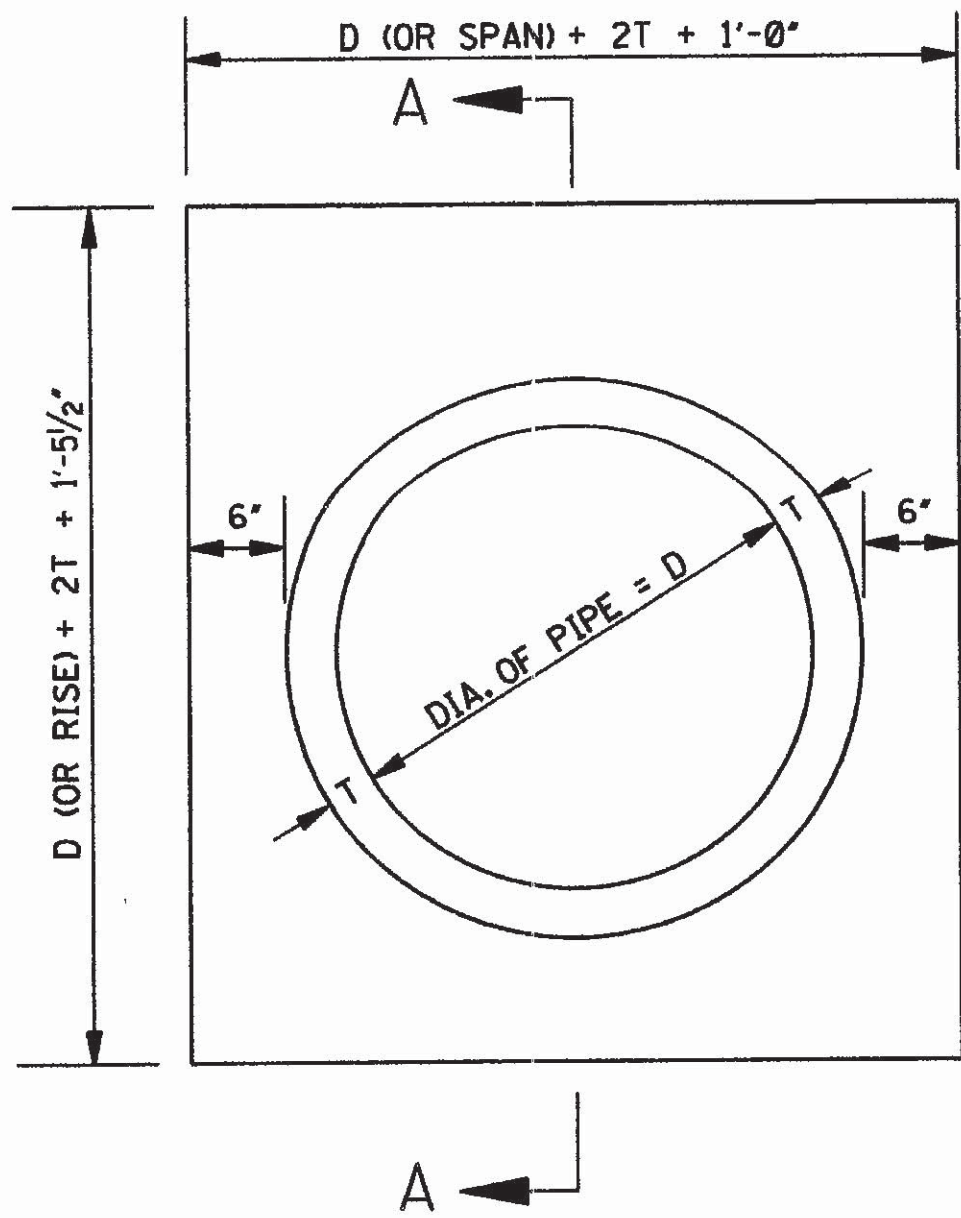
PERMISSIBLE DRIVEWAY CONSTRUCTION METHOD FOR SLIP-FORM PLACEMENT OF CURB & GUTTER

- 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\"/>
 3. SEE SHEET CCR-1 FOR DETAILS OF CURB-CUT RAMPS.

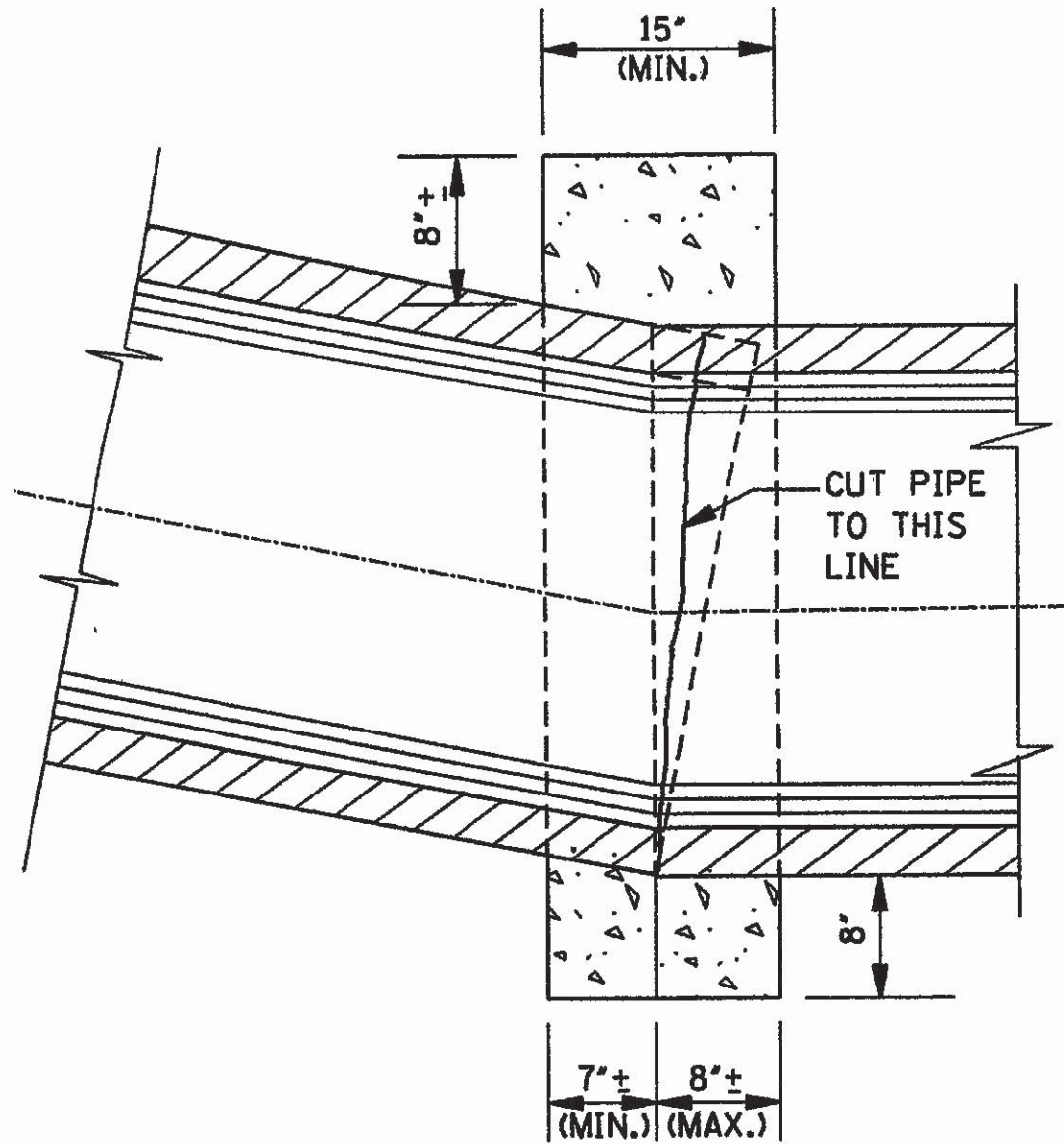
BY		MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
REVISION		ROADWAY DESIGN DIVISION	
DATE		STANDARD PLAN	
		DRIVEWAYS, CURB & GUTTER & SIDEWALK	
		WORKING NUMBER SD-1	
		SHEET NUMBER 287	
		ISSUE DATE: OCTOBER 1, 1998	



TYPICAL INSTALLATION FOR PIPE CULVERT WITH BROKEN FLOW LINE



ELEVATION OF CONCRETE COLLAR
NOTE: CIRCULAR PIPE IS SHOWN, ARCH PIPE IS SIMILAR.

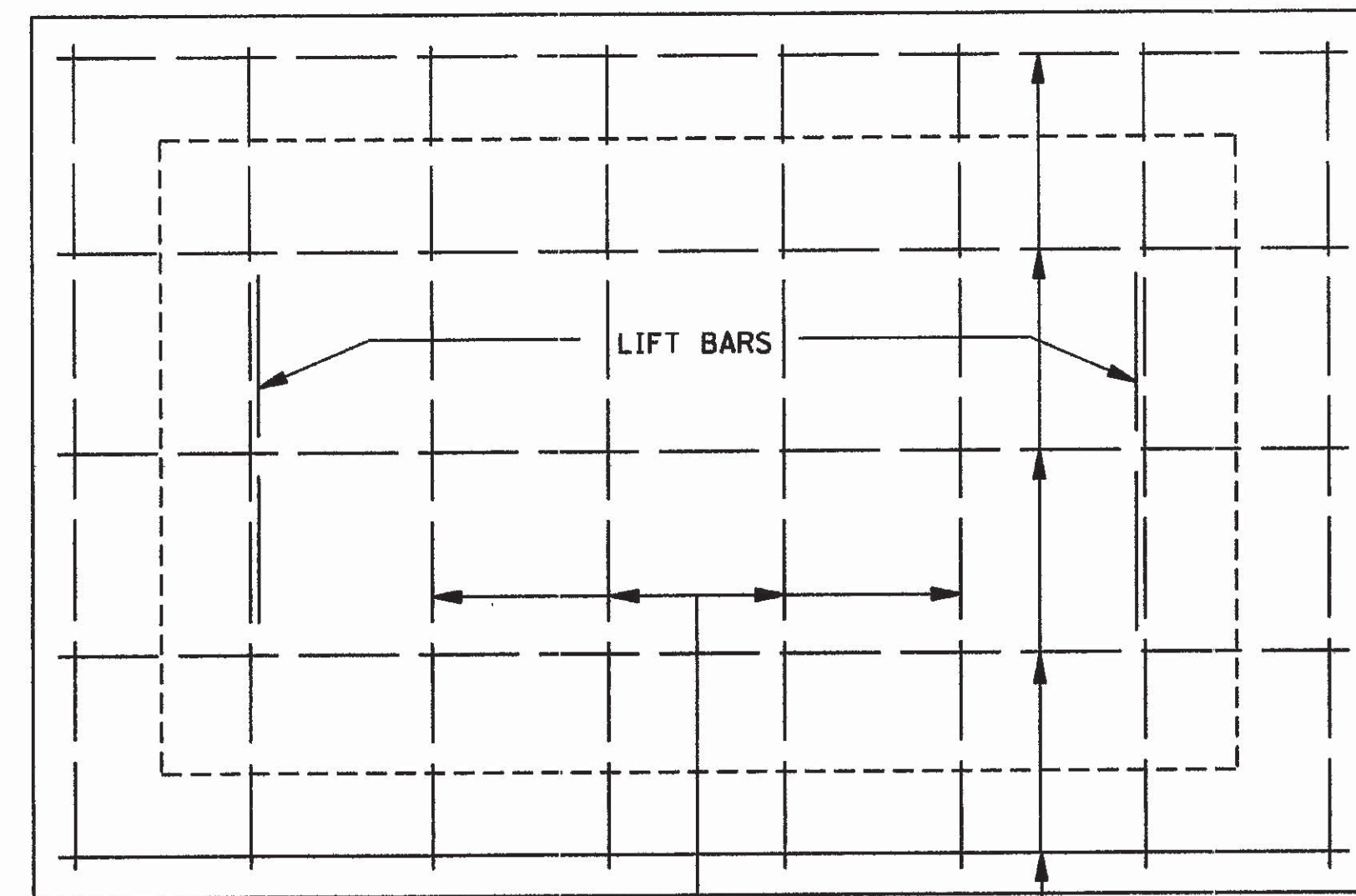


SECTION A-A

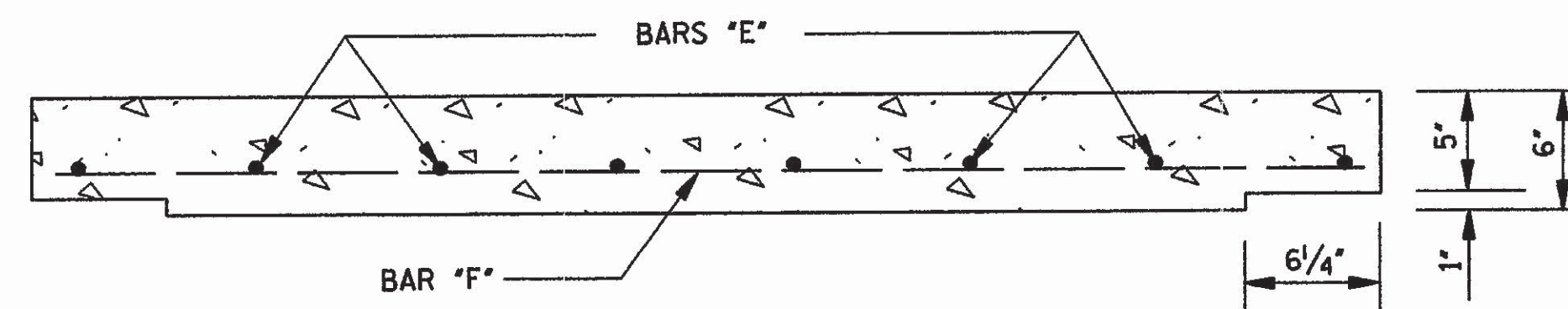
GENERAL NOTE:
1. THE FOLLOWING QUANTITIES SHALL BE THE BASIS FOR PAYMENT
UNLESS AUTHORIZED MODIFICATIONS ARE MADE:

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		

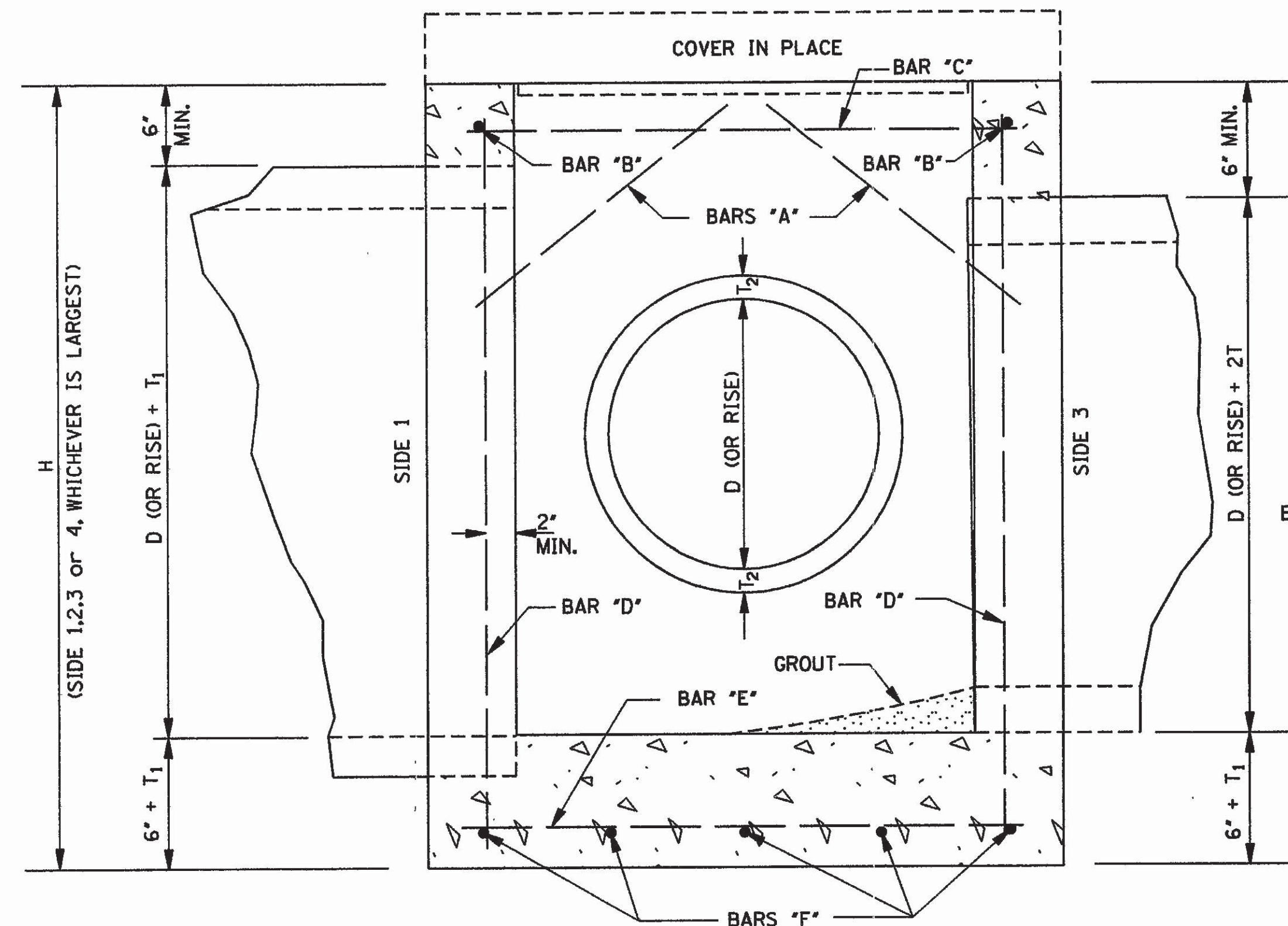
		BY		MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
		REVISION		MISSISSIPPI DEPARTMENT OF TRANSPORTATION ENGLISH MISSISSIPPI WORKING NUMBER PC-1 SHEET NUMBER 301	
		DATE			
		ISSUE DATE:		OCTOBER 1, 1998	



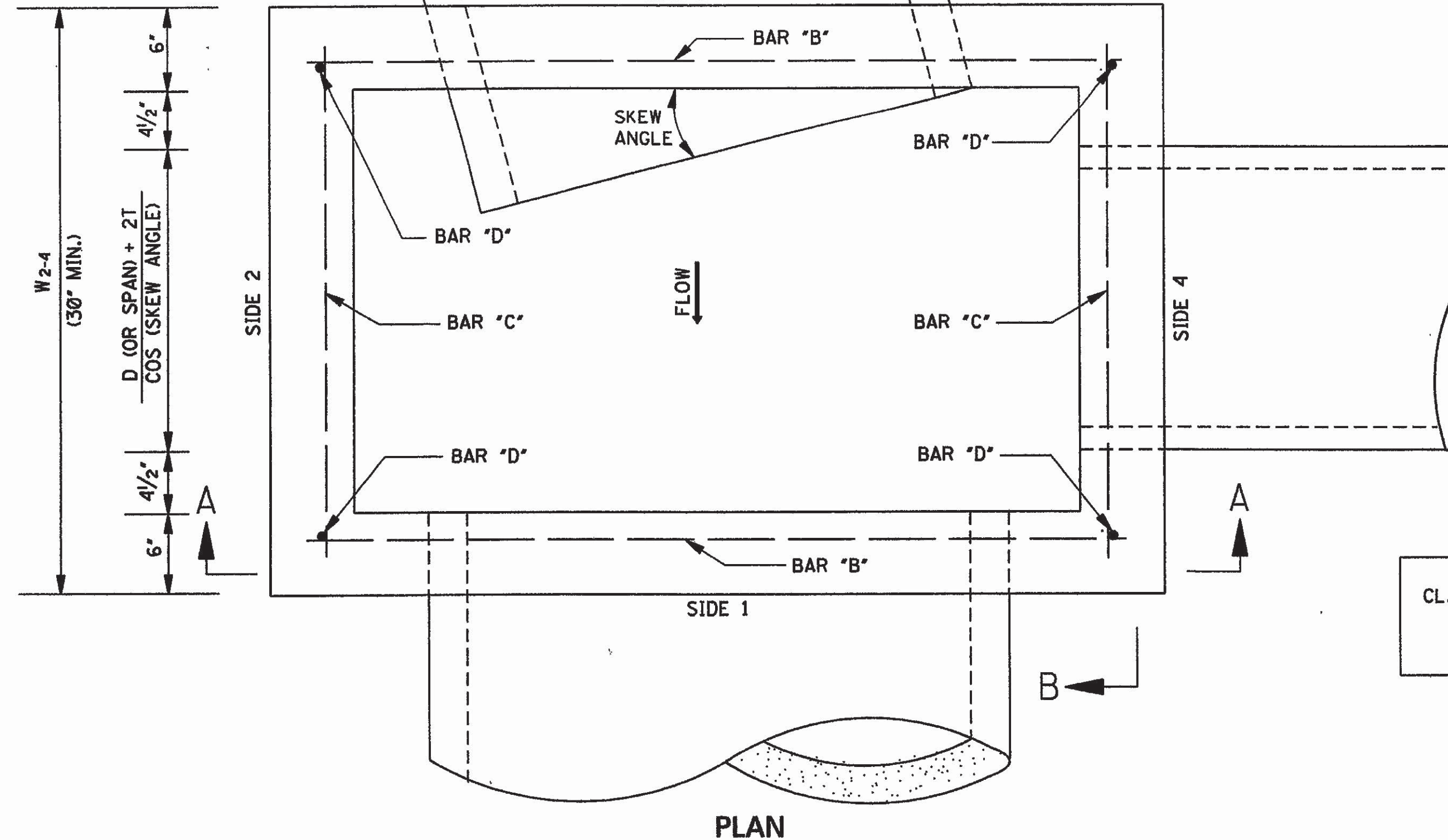
PLAN OF COVER



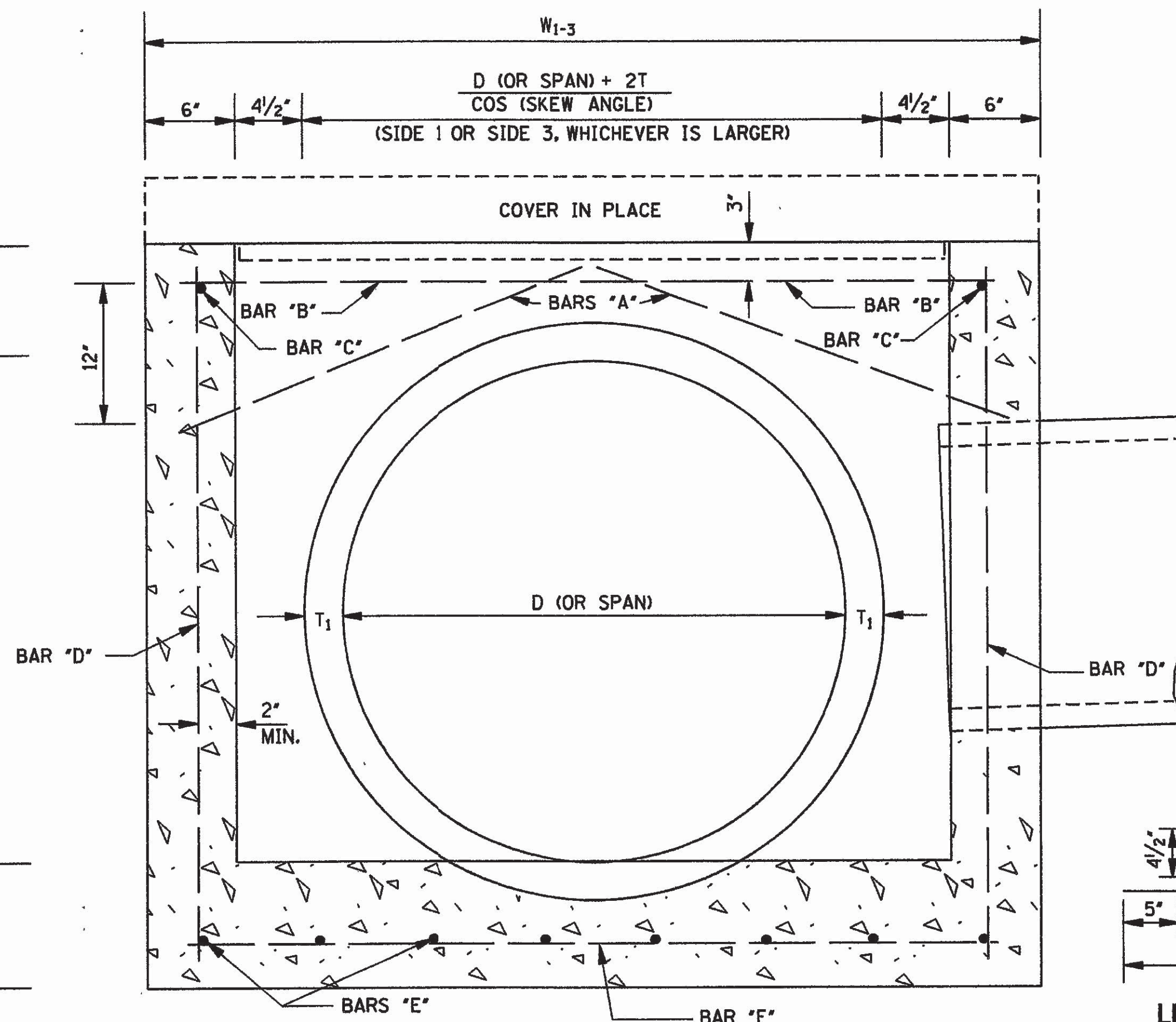
ELEVATION OF COVER



SECTION B-B



PLAN



SECTION A-A

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

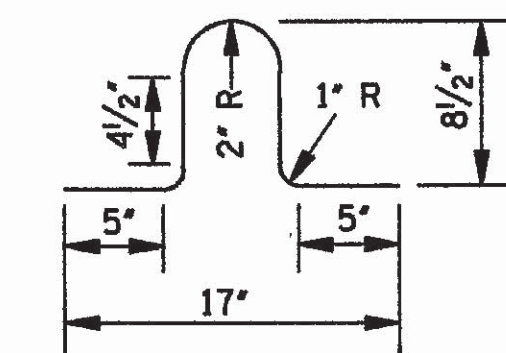
CL. "B" CONC. (yd³) = [(Q1 + Q2) / 46,656] - Σ PIPE OPENING DEDUCTIONS
WHERE: Q1 = [5'W₁₋₃W₂₋₄] + [1'(W₁₋₃ - 12.5')(W₂₋₄ - 12.5')] + [(T₁ + 6')W₁₋₃W₂₋₄]
Q2 = 12'[H - (T₁ + 6')][W₁₋₃ - 12'] + W₂₋₄

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:

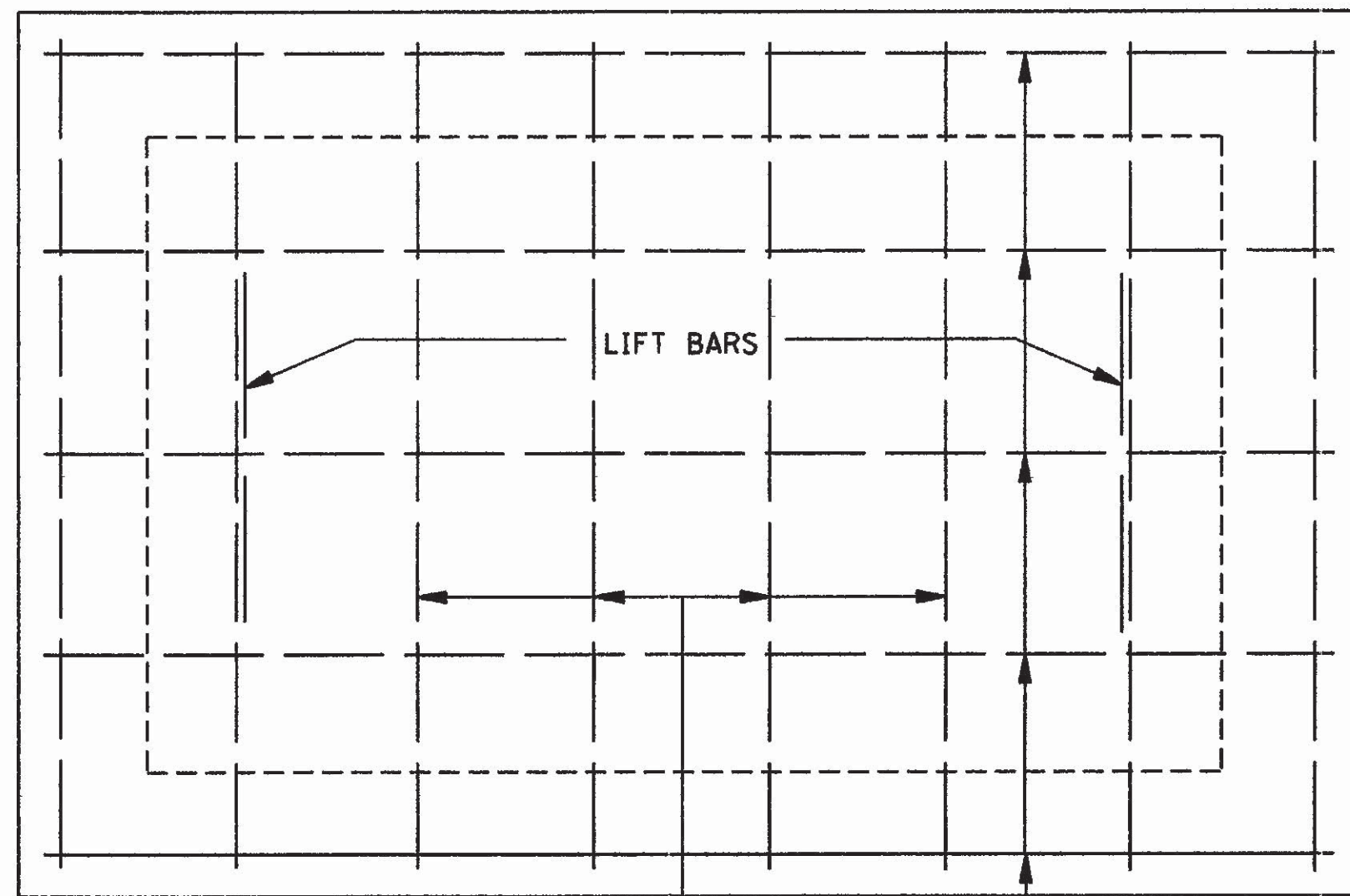
1. REINFORCING STEEL QUANTITIES TO BE COMPUTED FROM BAR LIST AND SHOWN ELSEWHERE ON THE PLANS.
2. QUANTITIES FOR JUNCTION BOXES SHOWN ON THE PLANS WILL BE THE BASIS FOR PAYMENT UNLESS AUTHORIZED MODIFICATIONS ARE MADE.
3. CONCRETE SHALL BE CLASS "B" AND REINFORCING STEEL SHALL BE DEFORMED BARS.
4. SIDE 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.



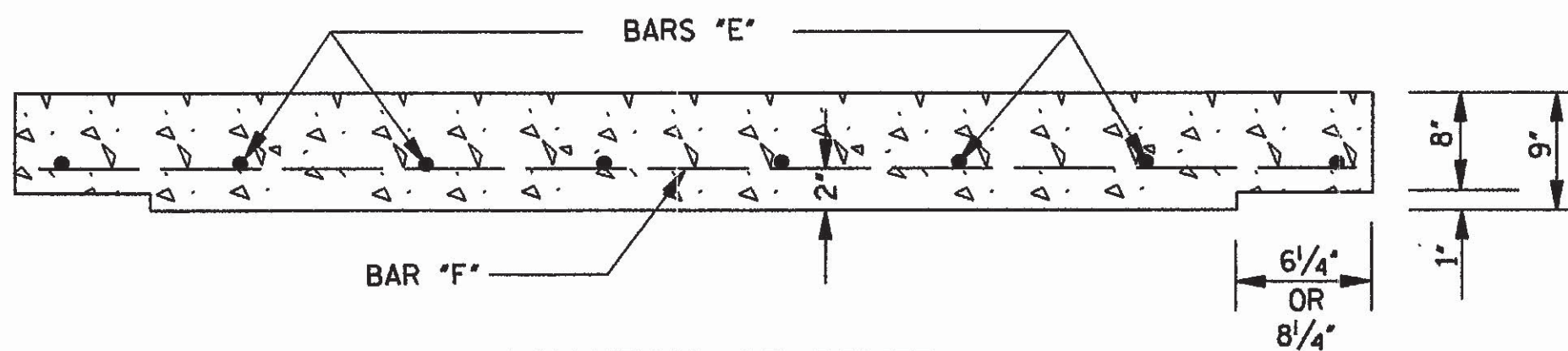
LIFT BAR

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.

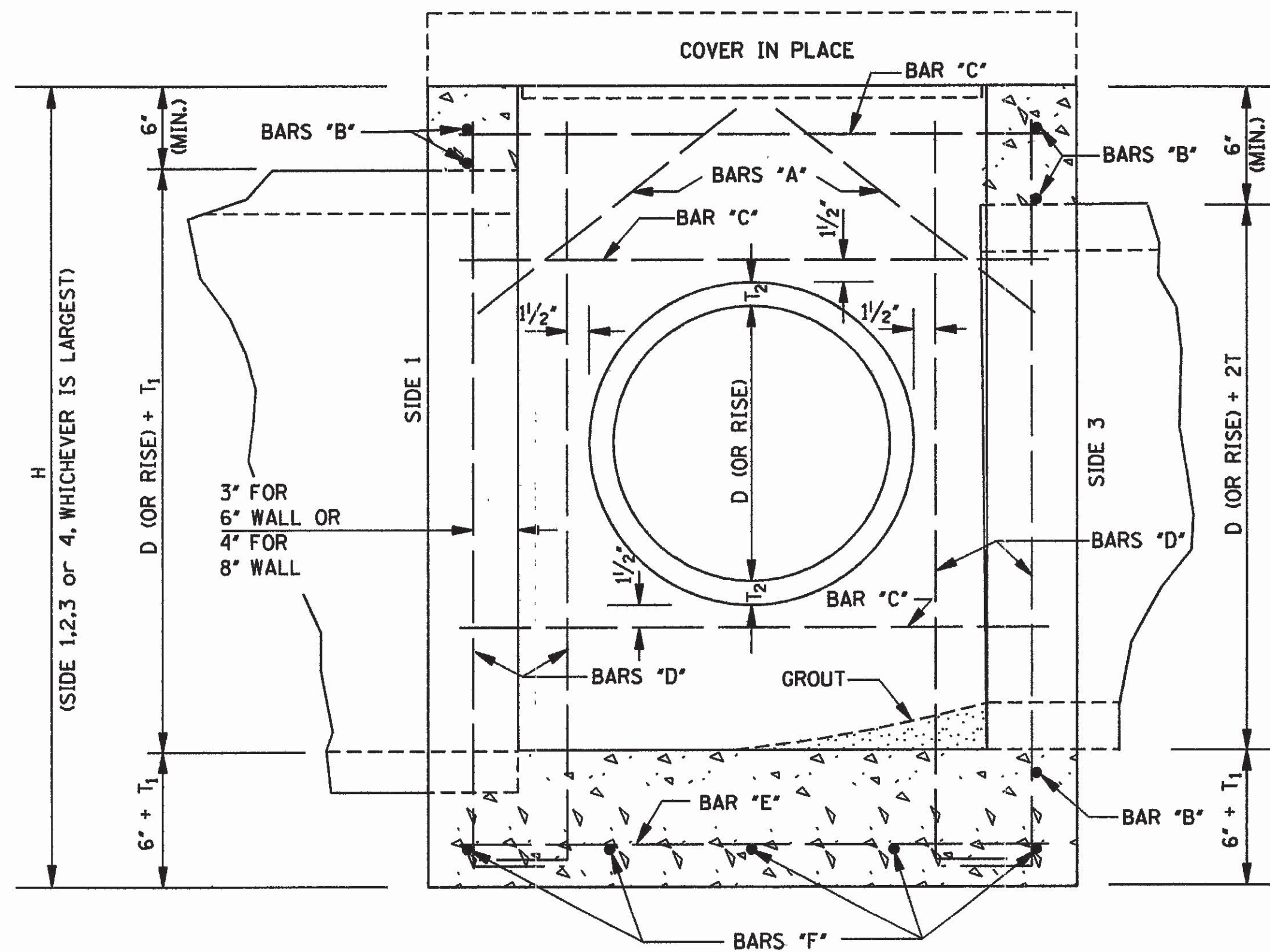
BY		MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
REVISION		ROADWAY DESIGN DIVISION	
DATE		STANDARD PLAN	
		JUNCTION BOX FOR PIPE CULVERTS WORKING NUMBER JB-1 SHEET NUMBER 302	
ISSUE DATE:		OCTOBER 1, 1998	



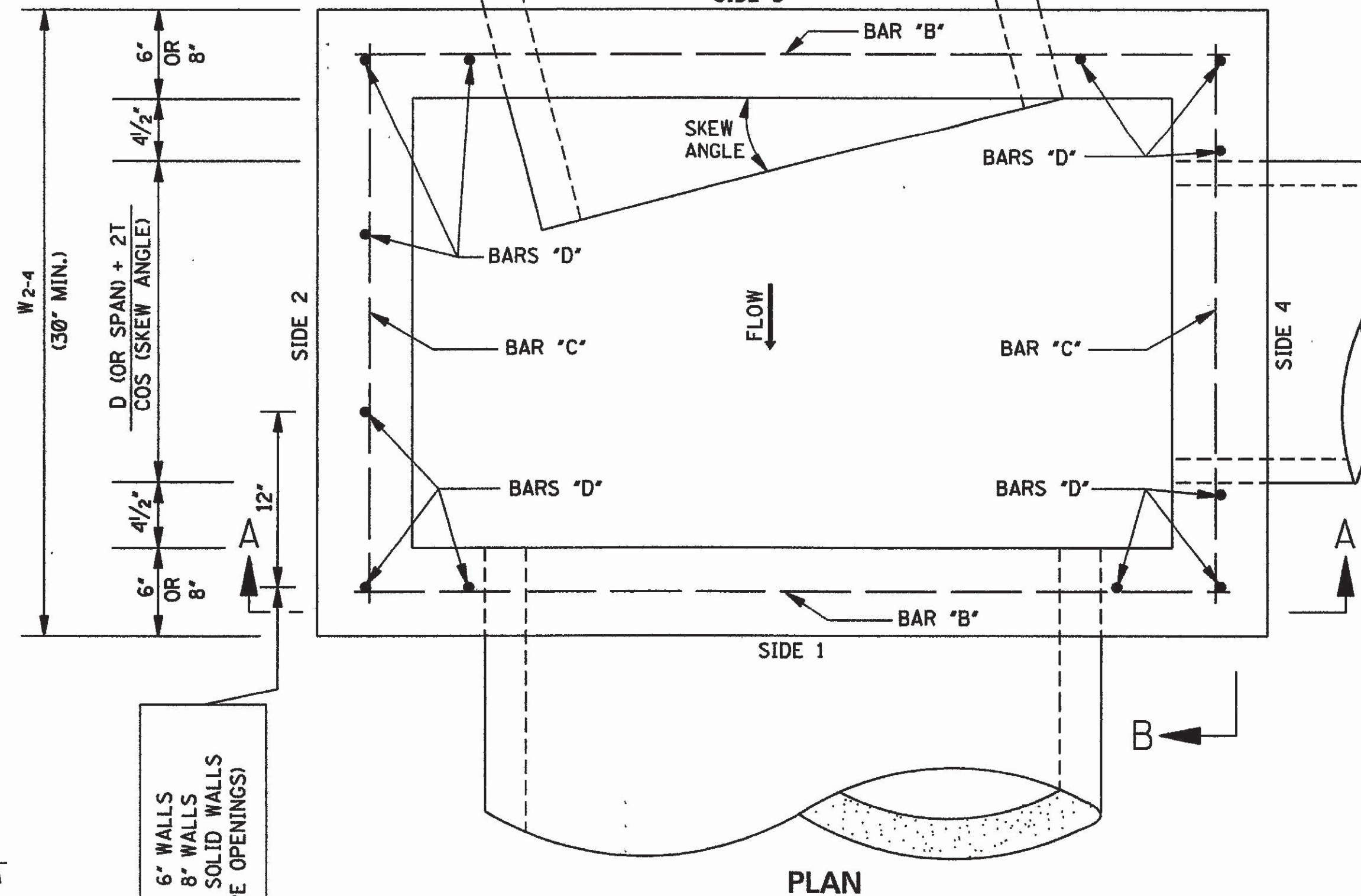
PLAN OF COVER



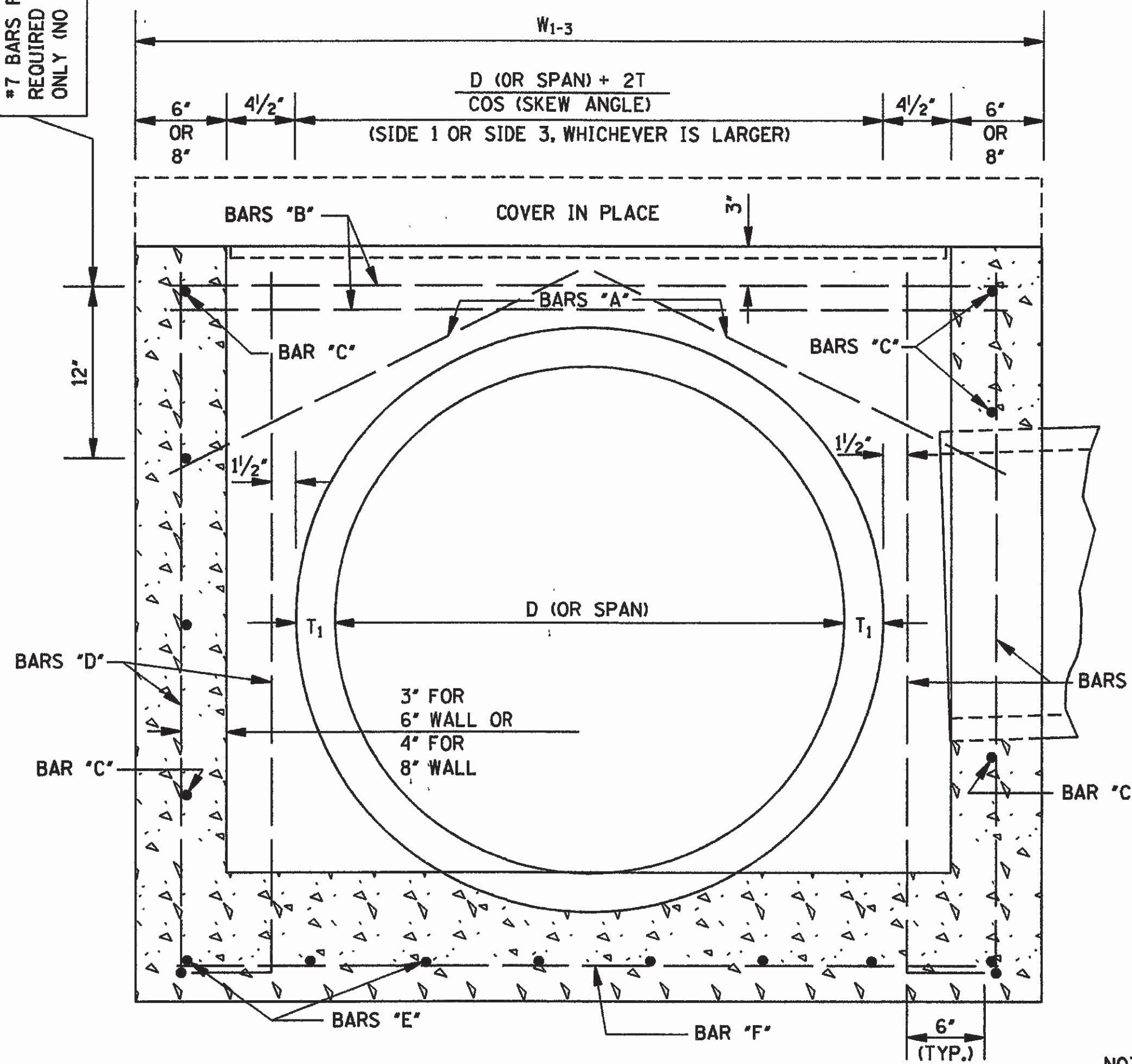
ELEVATION OF COVER



SECTION B-B



PLAN



SECTION A-A

REINFORCING BAR LIST			
BAR	SIZE	NUMBER REQUIRED	LENGTH
'A'	#4	2 PER PIPE OPENING	$196 + \frac{W^2}{2} + 2^2$
'B'	#6 FOR 6" WALL	2 + [2 PER OPENING SIDE 3] + [1 PER SIDE 1] + [12" O.C. FOR SOLID WALL]	$W_{1-3} - 4'$
'C'	#7 FOR 8" WALL	2 + [2 PER OPENING] + [12" O.C. FOR SOLID WALL]	$W_{2-4} - 4'$
'D'	#6	4 + [2 PER OPENING] + [12" O.C. FOR SOLID WALL]	H
'E'	#6	$2 \left[\left(\frac{W_{1-3}}{6} \right)^2 + 1 \right]$	$W_{2-4} - 4'$
'F'	#6	$2 \left[\left(\frac{W_{2-4}}{6} \right)^2 + 1 \right]$	$W_{1-3} - 4'$

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

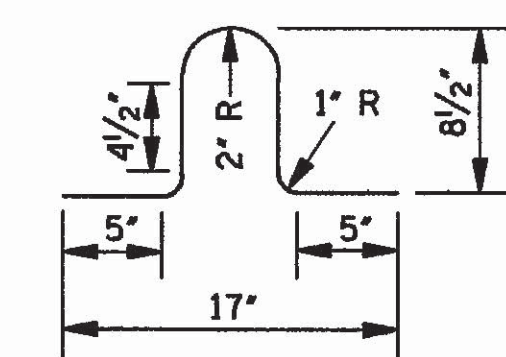
CL. "B" CONC. (yd³) = $(Q_1 + Q_2) / 46,656$ - $\sum$ PIPE OPENING DEDUCTIONS
WHERE: 6" WALL
Q₁ = $[8"W_{1-3}W_{2-4}] + [1"(W_{1-3} - 12.5')(W_{2-4} - 12.5')] + [(T_1 + 6")W_{1-3}W_{2-4}]$
Q₂ = $12"TH - (T_1 + 6")[(W_{1-3} - 12') + W_{2-4}]$
OR: 8" WALL
Q₁ = $[8"W_{1-3}W_{2-4}] + [1"(W_{1-3} - 16.5')(W_{2-4} - 16.5')] + [(T_1 + 6")W_{1-3}W_{2-4}]$
Q₂ = $16"TH - (T_1 + 6")[(W_{1-3} - 16') + W_{2-4}]$

COMMON PIPE SIZE					
CIRCULAR PIPE				ARCH PIPE	
PIPE SIZE	T	PIPE OPENING DEDUCTION (yd ³)		PIPE SIZE	T
		6" WALL	8" WALL		
18"	2 1/2"	0.053	0.071	22" X 13"	2 1/2"
24"	3"	0.091	0.121	29" X 18"	3"
30"	3 1/2"	0.138	0.184	36" X 23"	3 1/2"
36"	4"	0.196	0.261	44" X 27"	4"
42"	4 1/2"	0.263	0.350	51" X 31"	4 1/2"
48"	5"	-	0.453	58" X 36"	5"
54"	5 1/2"	-	0.569	65" X 40"	5 1/2"
60"	6"	-	0.699	73" X 45"	6"
66"	6 1/2"	-	0.840		
72"	7"	-	0.996		

† NOTE: IF ANY PIPE REQUIRING A 8" WALL IS USED, ALL WALLS SHALL BE 8" REGARDLESS OF PIPE SIZE.

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, ASTM A 615, GRADE 60 OR AASHTO M 31, GRADE 60.
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.



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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN		
JUNCTION BOX TYPE 2 FOR TRAFFIC LOAD (MAXIMUM "W" = 9'-3")		
BY	REVISION	WORKING NUMBER JB-2
DATE	ISSUE DATE: OCTOBER 1, 1998	SHEET NUMBER 304

BELL AND SPIGOT END OPTION TYPE I

NOTE: BELL-END ON DOWNSTREAM SECTION
SPIGOT-END ON UPSTREAM SECTION.

FLARED END SECTION FOR CONCRETE ARCH PIPE									
EQUIV. SIZE	R	S	T	H:V	A	B	C	E	L
18"	13 1/2"	22"	2 1/2"	3:1	7"	2'-3"	3'-9"	3'-0"	6'-0"
24"	18"	28 1/2"	3"	3:1	8"	3'-3"	2'-9"	4'-0"	6'-0"
30"	22 1/2"	36 1/4"	3 1/2"	3:1	10"	4'-0"	2'-0"	5'-0"	6'-0"
36"	26 3/8"	43 3/4"	4"	3:1	10 3/8"	5'-0"	3'-0"	6'-0"	8'-0"
42"	31 1/8"	51 1/8"	4 1/2"	3:1	1'-3 3/8"	5'-0"	3'-0"	6'-6"	8'-0"
48"	36"	58 1/2"	5"	3:1	1'-9"	5'-0"	3'-0"	7'-0"	8'-0"
54"	40"	65"	5 1/2"	3:1	2'-1 1/2"	5'-0"	3'-0"	7'-6"	8'-0"
60"	45"	73"	6"	3:1	2'-2"	6'-3"	1'-9"	8'-0"	8'-0"
72"	54"	88"	7"	3:1	2'-11"	6'-6"	1'-10"	10'-0"	8'-4"

TOE WALL CONC. QUANTITY (yd ³)
0.063
0.083
0.102
0.123
0.134
0.145
0.156
0.167
0.207

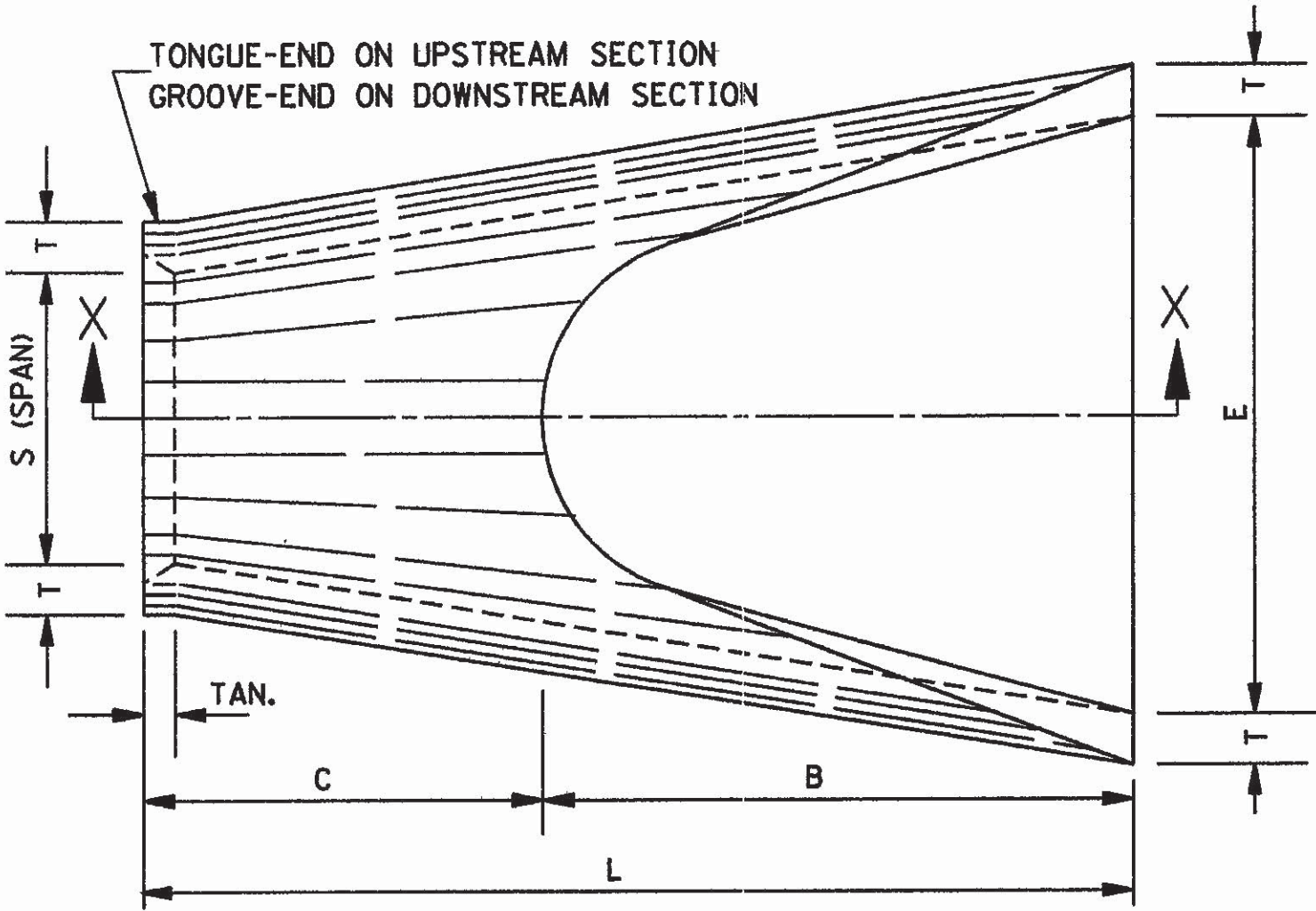
BELL AND SPIGOT END OPTION TYPE II

NOTE: BELL-END ON DOWNSTREAM SECTION
SPIGOT-END ON UPSTREAM SECTION.

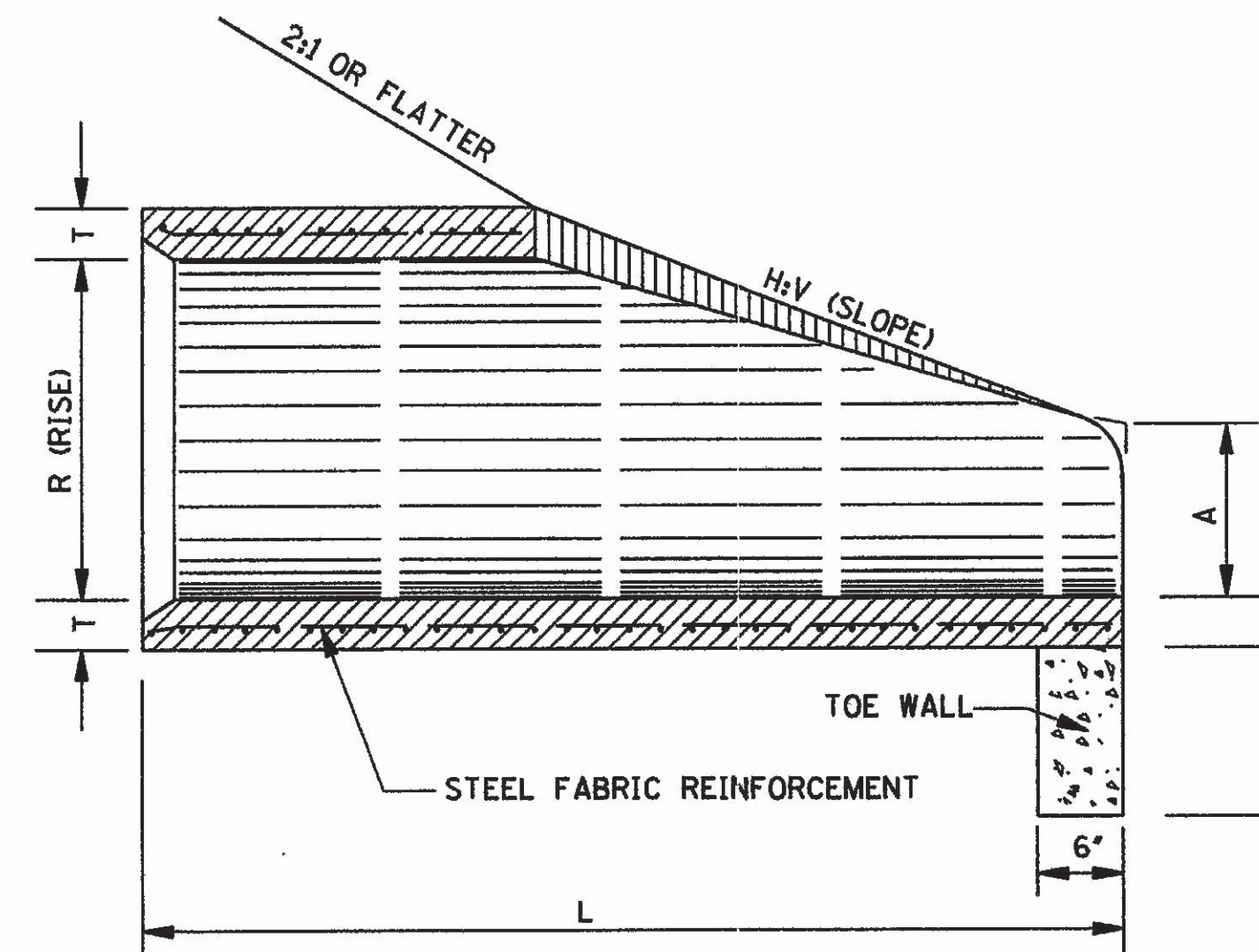
FLARED END SECTION FOR CONC. ARCH PIPE-SHORT FLARE										
EQUIV. SIZE	R	S	T	H:V	A	B	C	E	L	GROOVE TONGUE
* 18"	13 1/2"	22"	2 1/2"	3:1	7"	2'-3"	3'-9"	3'-0"	6'-0"	2 1/4"
24"	18"	28 1/2"	3 1/2"	3.12:1	9"	3'-3"	2'-9 1/2"	4'-0"	6'-0 1/2"	3"
30"	22 1/2"	36 1/4"	4"	2.94:1	9 1/2"	4'-2"	3'-10 1/2"	5'-0"	8'-0 1/2"	3 1/2"
36"	26 3/8"	43 3/4"	4 1/2"	3.08:1	11 5/8"	5'-0"	3'-0 1/2"	6'-0"	8'-0 1/2"	4"
42"	31 1/8"	51 1/8"	4 1/2"	3.08:1	1'-4 3/8"	5'-0"	3'-0 1/2"	6'-6"	8'-0 1/2"	4"
48"	36"	58 1/2"	5"	3.16:1	1'-10"	5'-0"	3'-0 1/2"	7'-0"	8'-0 1/2"	5"
54"	40"	65"	5 1/2"	3.24:1	2'-3"	5'-0"	3'-0 5/8"	7'-6"	8'-0 5/8"	5"
60"	45"	73"	6"	3.33:1	2'-9"	5'-0"	3'-0 5/8"	8'-0"	8'-0 5/8"	5"

TOE WALL CONC. QUANTITY (yd ³)
0.063
0.083
0.102
0.123
0.134
0.145
0.156
0.167

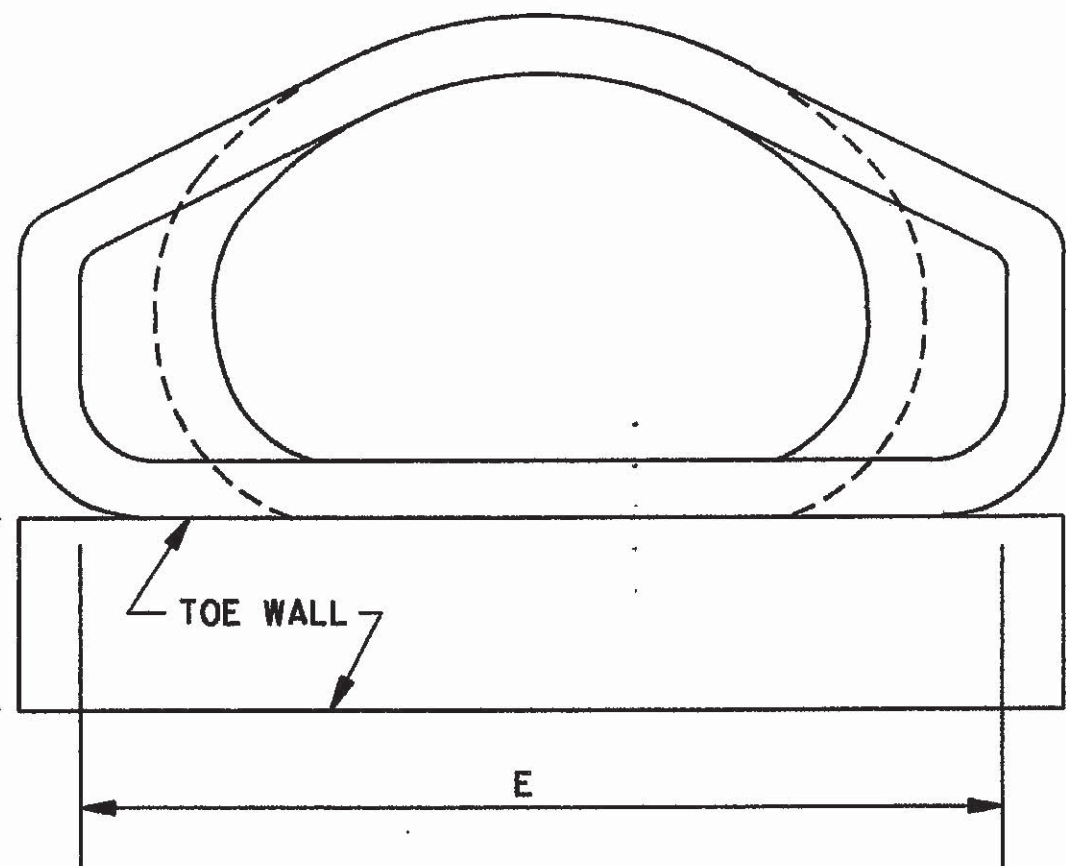
NOTES: *1. EQUIVALENT 18" FLARED END SECTION SIMILAR TO TYPE I.
2. DIMENSIONS A, B, C, E AND L MAY VARY 1"±.



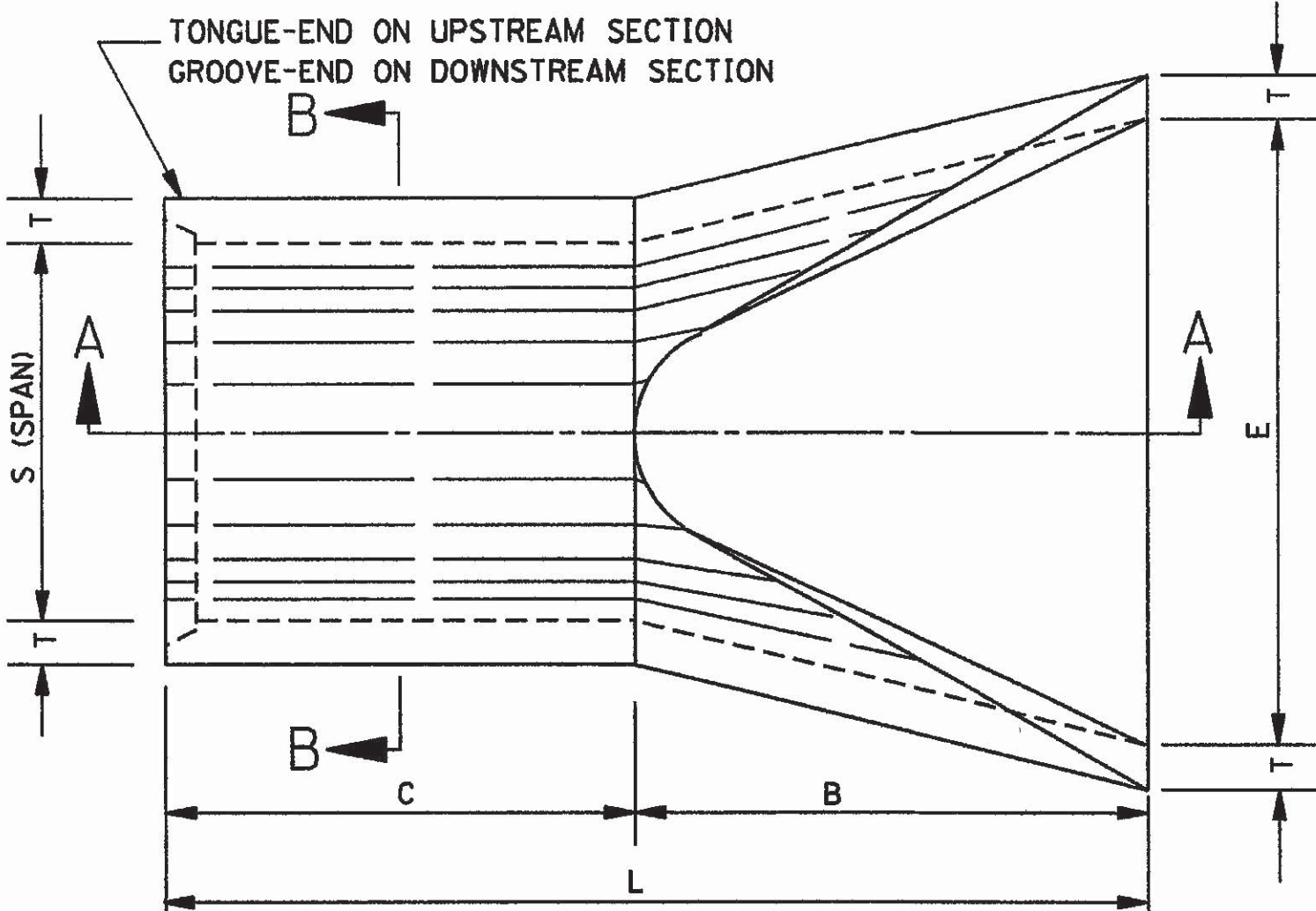
PLAN OF DOWNSTREAM END



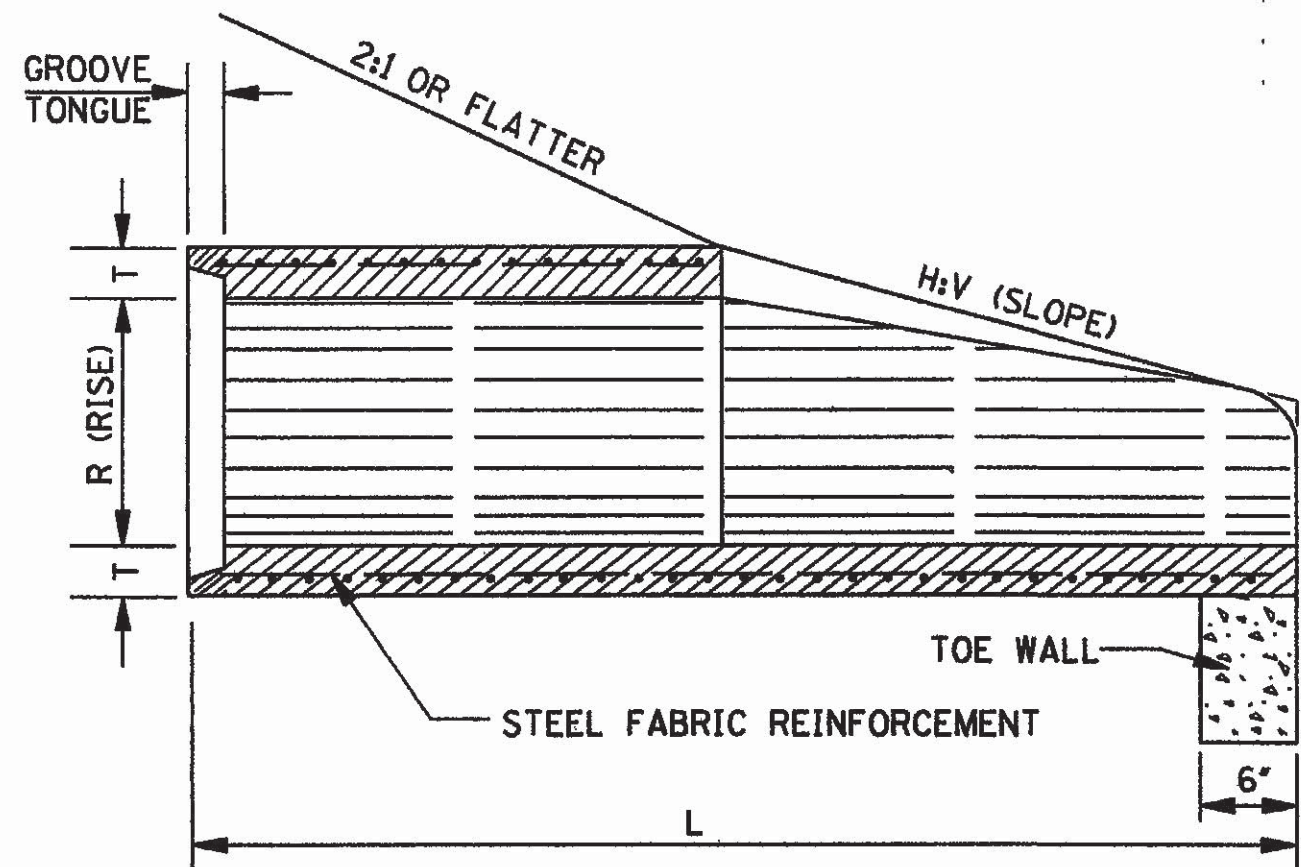
SECTION X-X



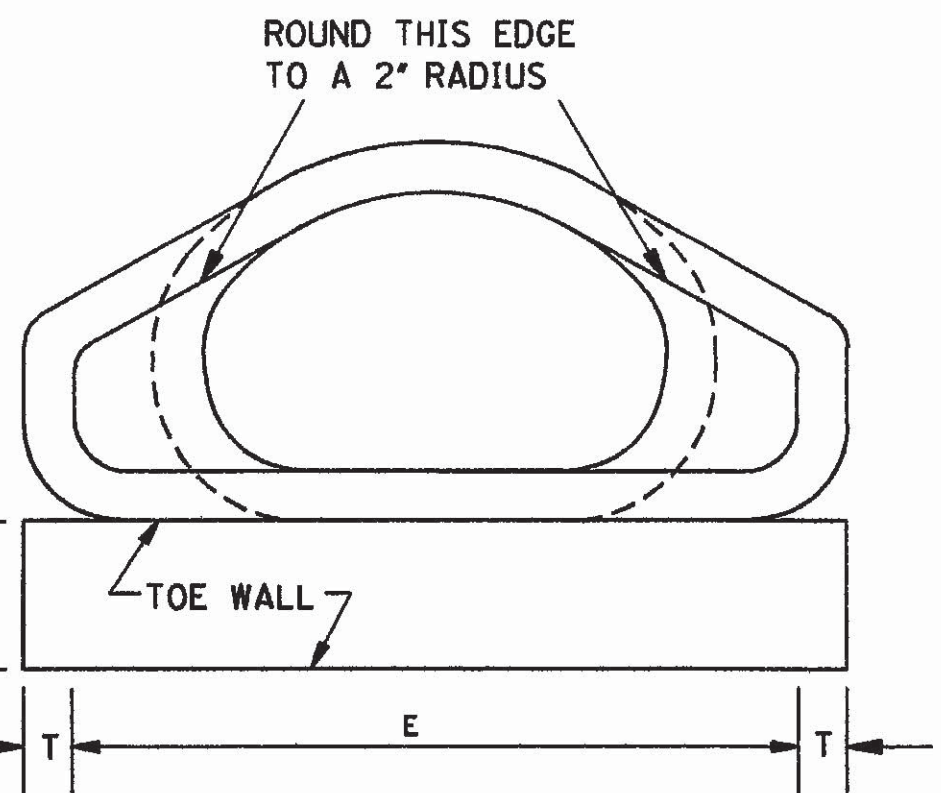
FRONT ELEVATION



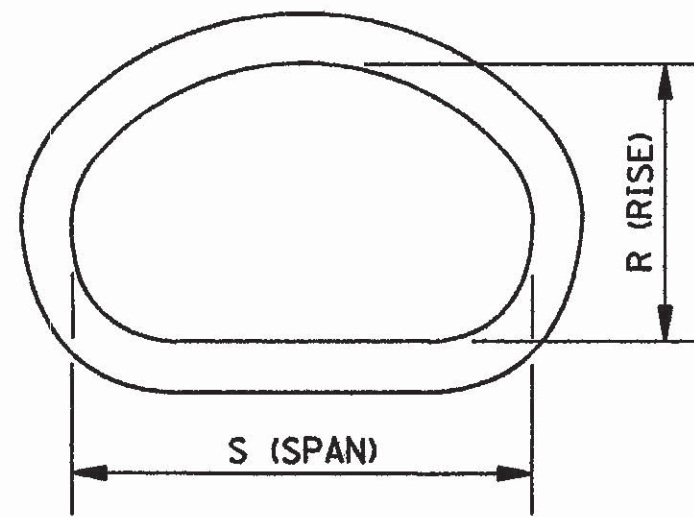
PLAN OF DOWNSTREAM END



SECTION A-A



FRONT ELEVATION



SECTION B-B

GENERAL NOTES:

1. FLARED END SECTIONS ARE NOT TO BE USED INSIDE THE CLEAR ZONE.
2. UNLESS OTHERWISE DESIGNATED, EITHER TYPE I OR TYPE II MAY BE USED, PROVIDED THE SELECTED TYPE IS COMPATIBLE WITH THE CONFIGURATION OF THE PIPE TO WHICH IT IS TO BE ATTACHED.
3. ALL SIZES OF TYPE I AND TYPE II FLARED END SECTIONS FOR CONCRETE ARCH PIPE MAY BE FURNISHED WITH EITHER BELL AND SPIGOT OR TONGUE AND GROOVE ENDS.

4. REINFORCEMENT (SINGLE LINE) FOR FLARED END SECTION SHALL CONFORM TO REQUIREMENTS OF AASHTO M 206 FOR CLASS II ARCH PIPE.
5. TOE WALL REQUIRED ON ALL DOWNSTREAM FLARED END SECTIONS. TOE WALL AT UPSTREAM END WILL BE CONSTRUCTED WHERE DIRECTED BY THE ENGINEER. TO BE PAID FOR AS CLASS "B" STRUCTURAL CONCRETE-MINOR STRUCTURES.
6. FLARED END SECTIONS MUST MEET THE REQUIREMENTS FOR ARCH PIPE OF EITHER AASHTO M 206 OR ASTM C 506.

BY

REVISION

DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

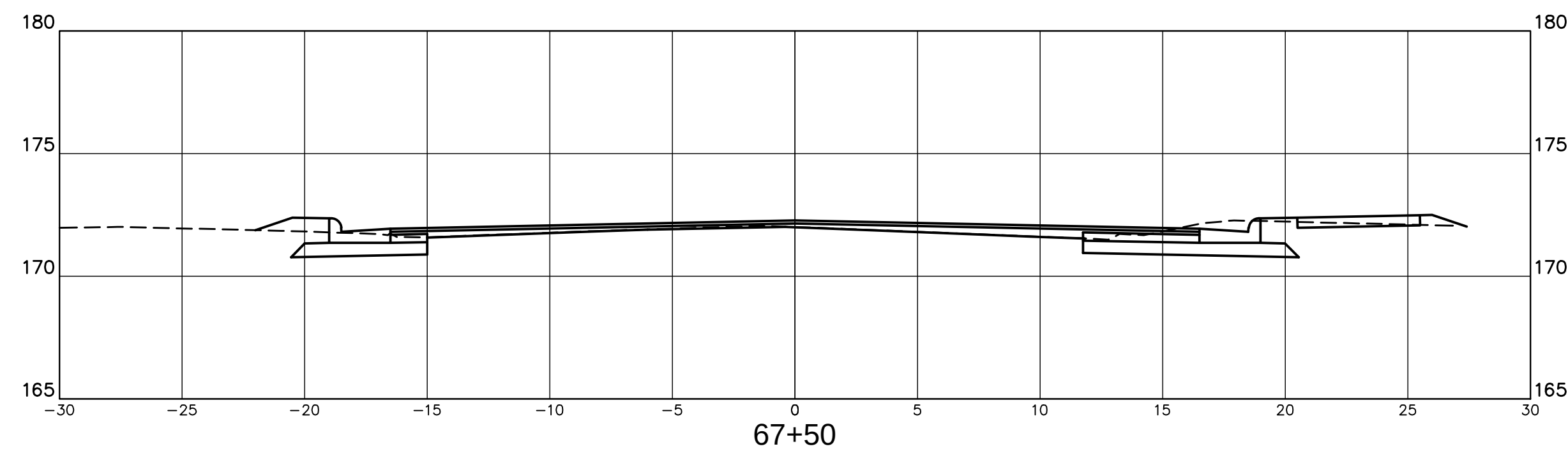
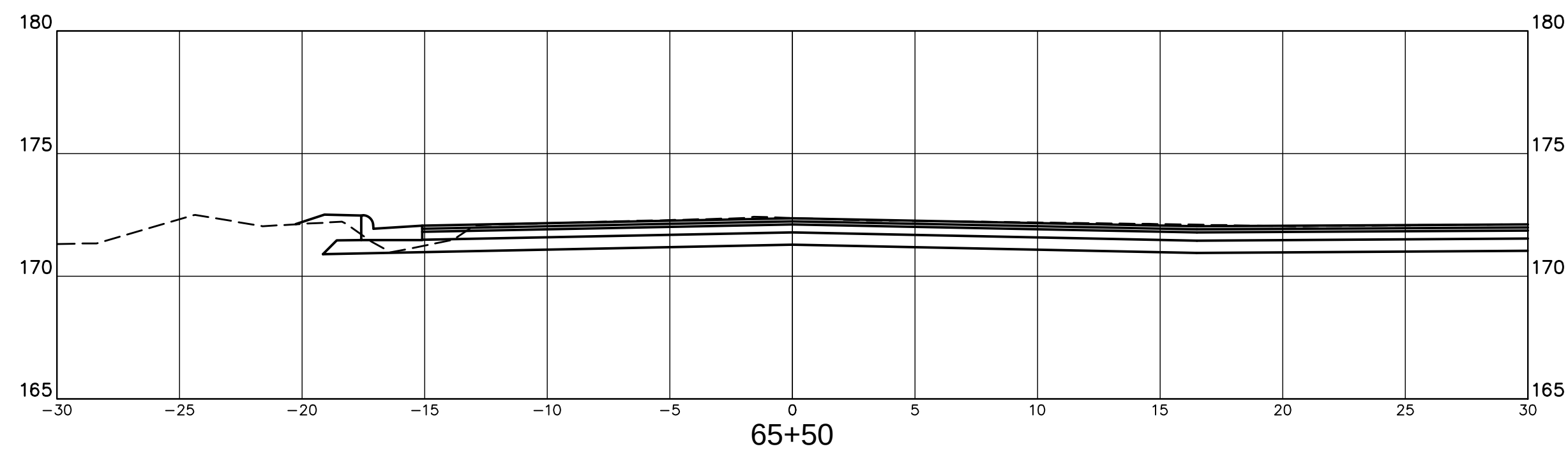
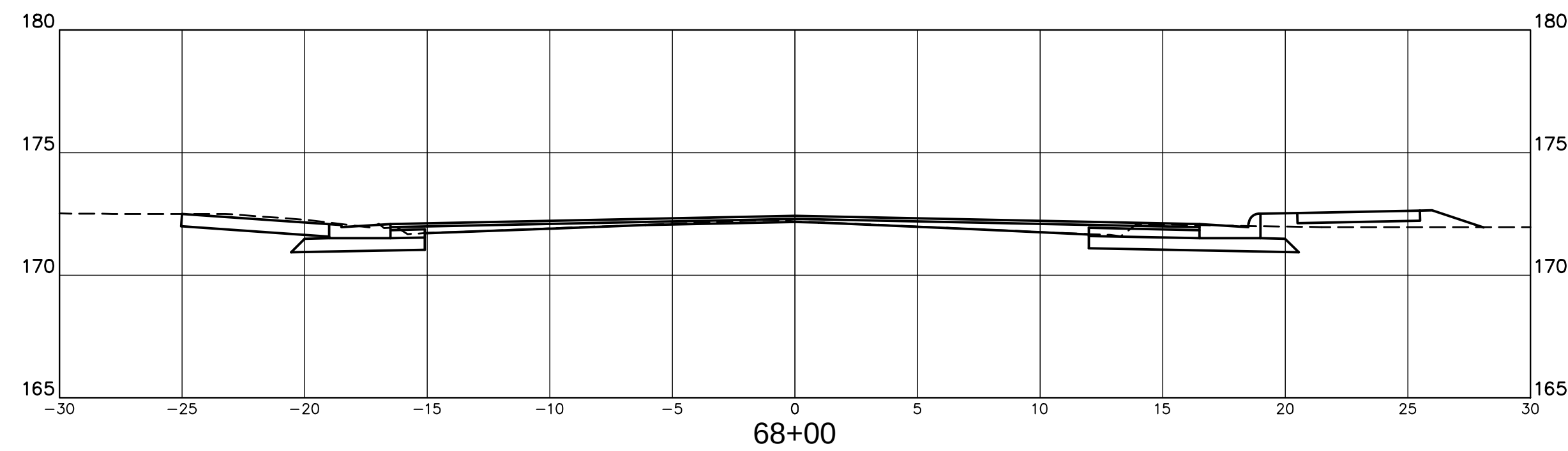
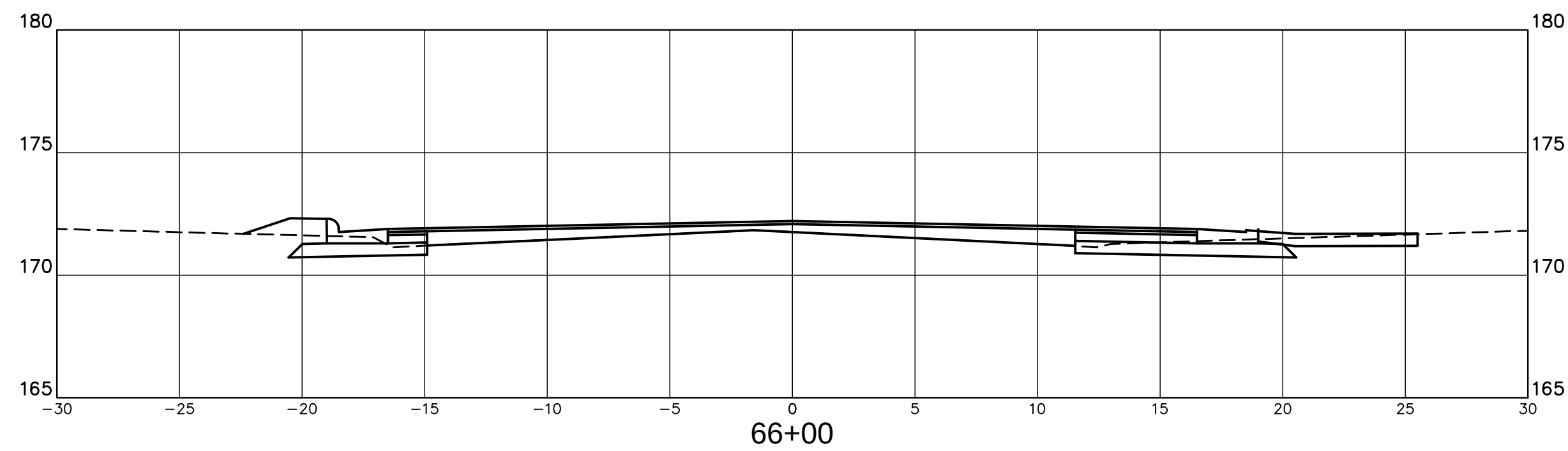
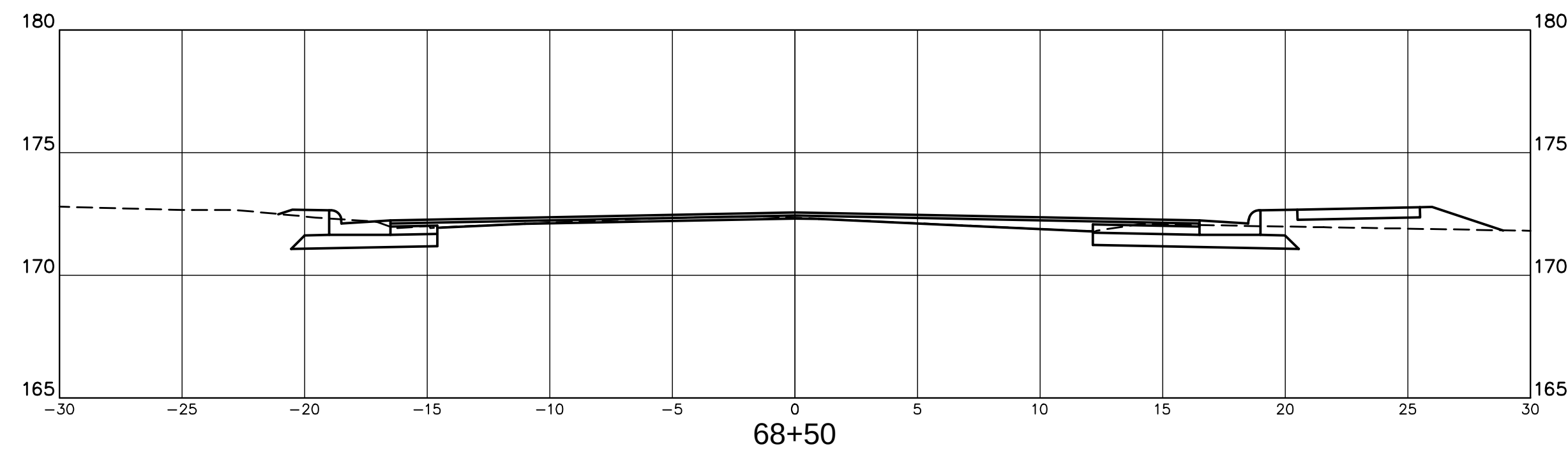
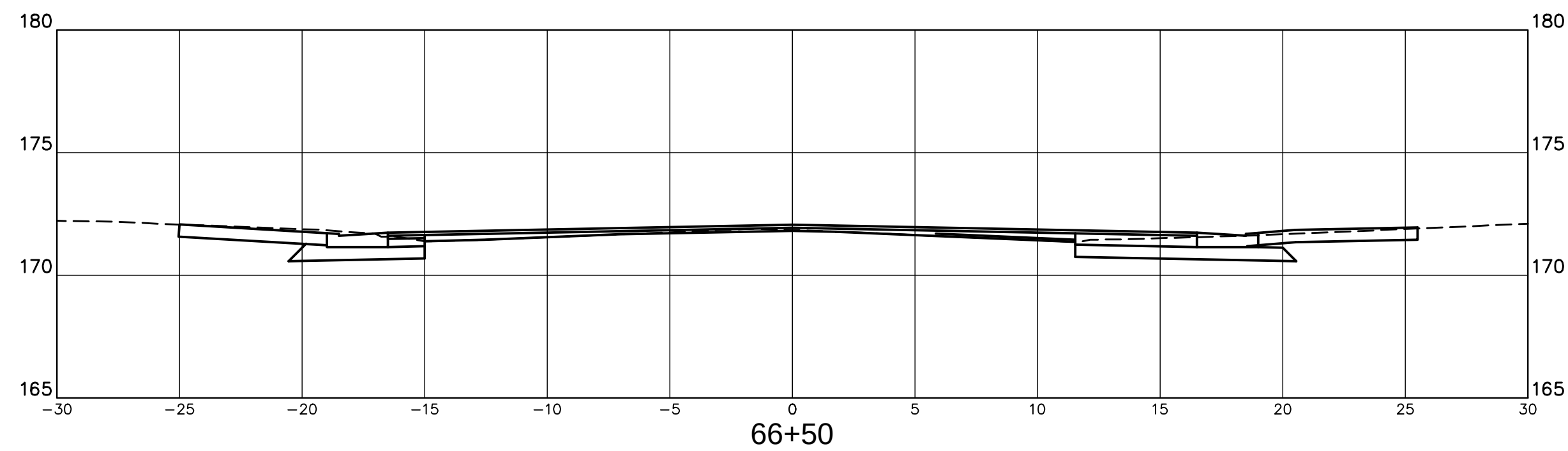
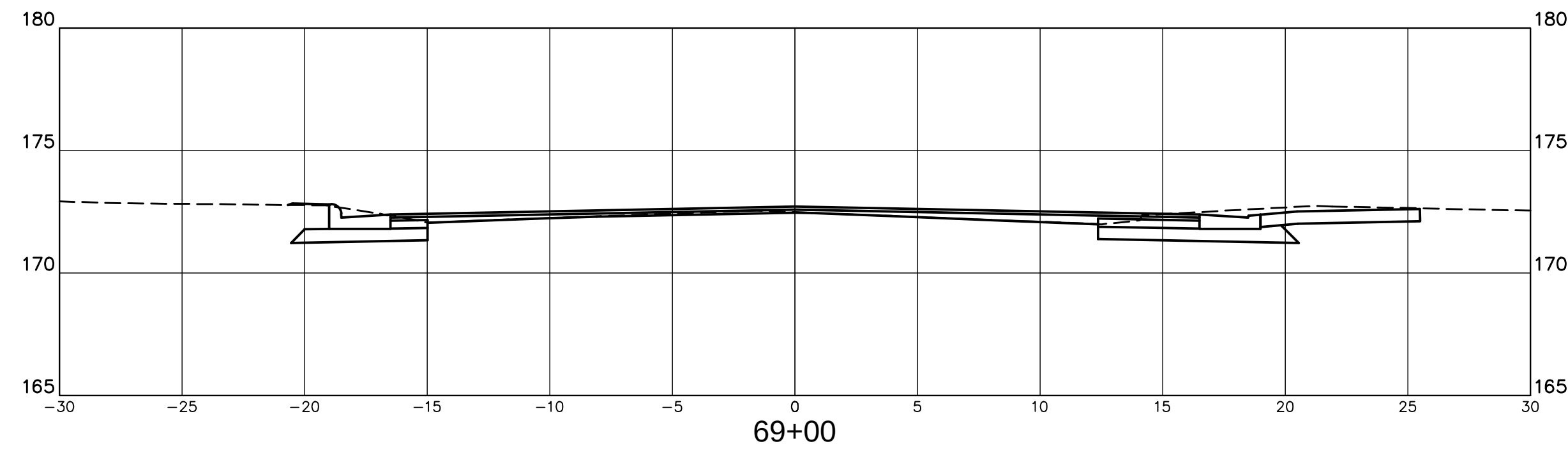
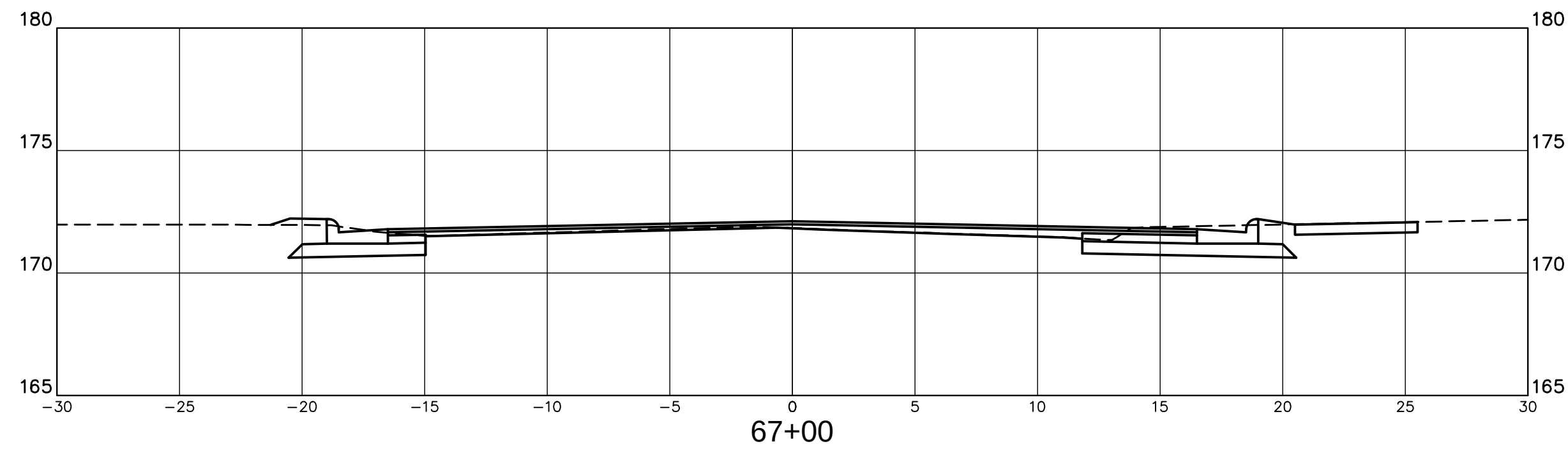
**FLARED END SECTION
FOR CONCRETE ARCH PIPE**

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ENGLISH
MISSISSIPPI

WORKING NUMBER
FE-1A

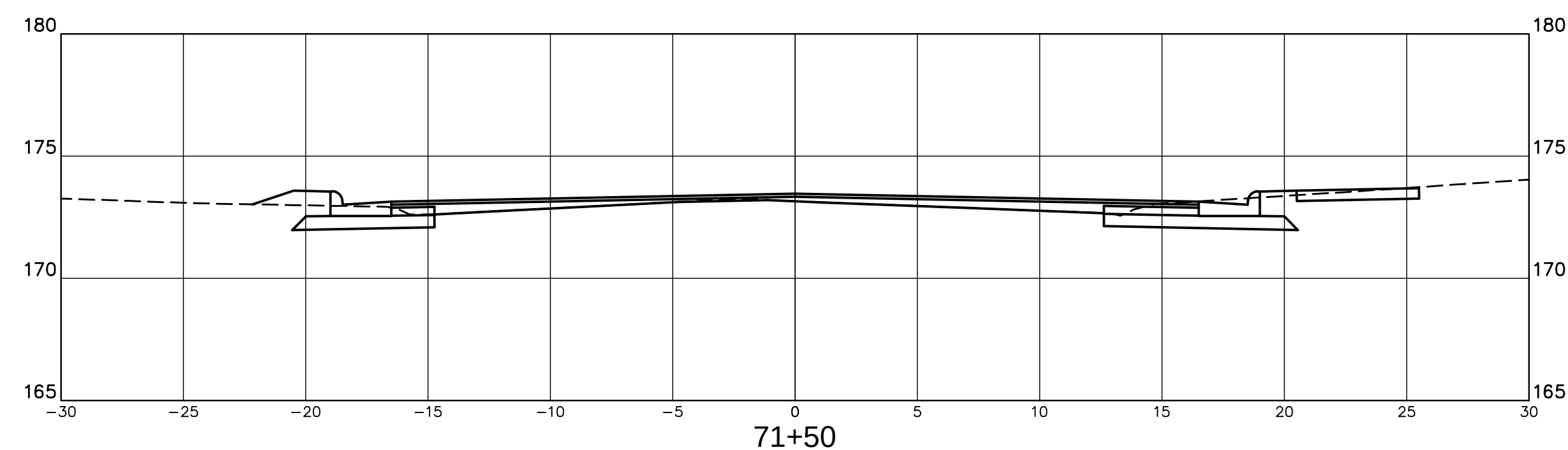
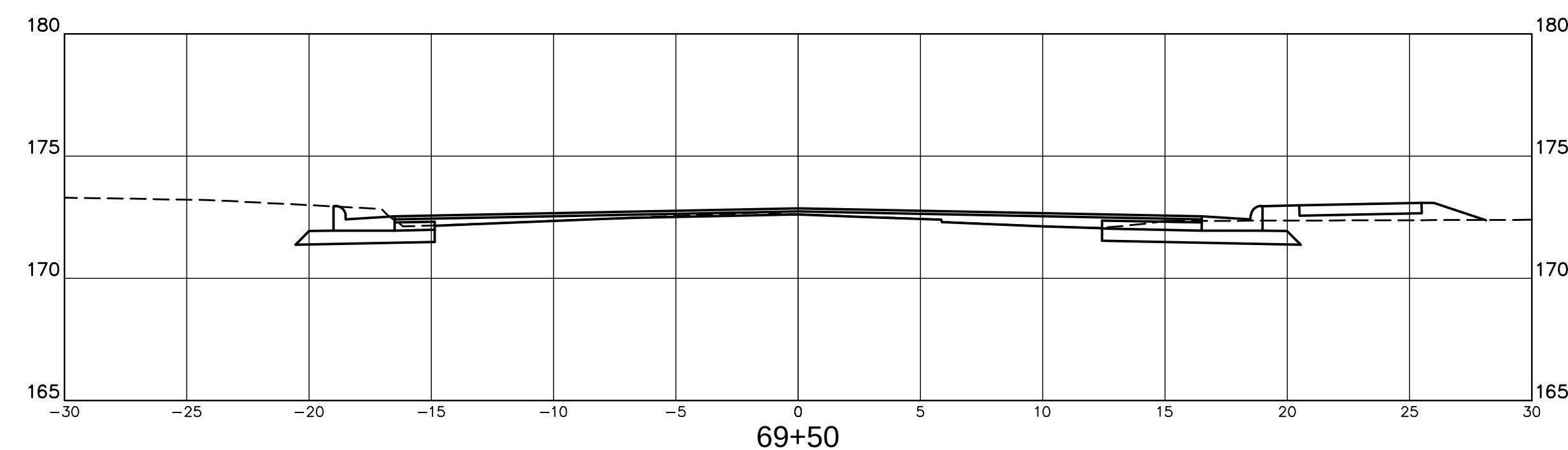
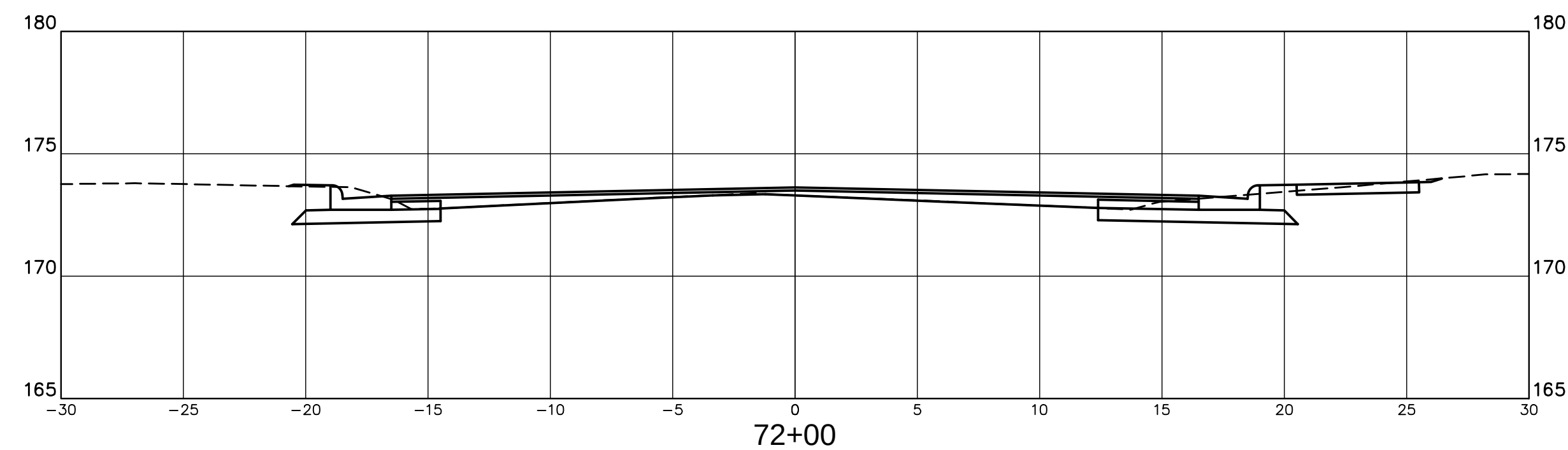
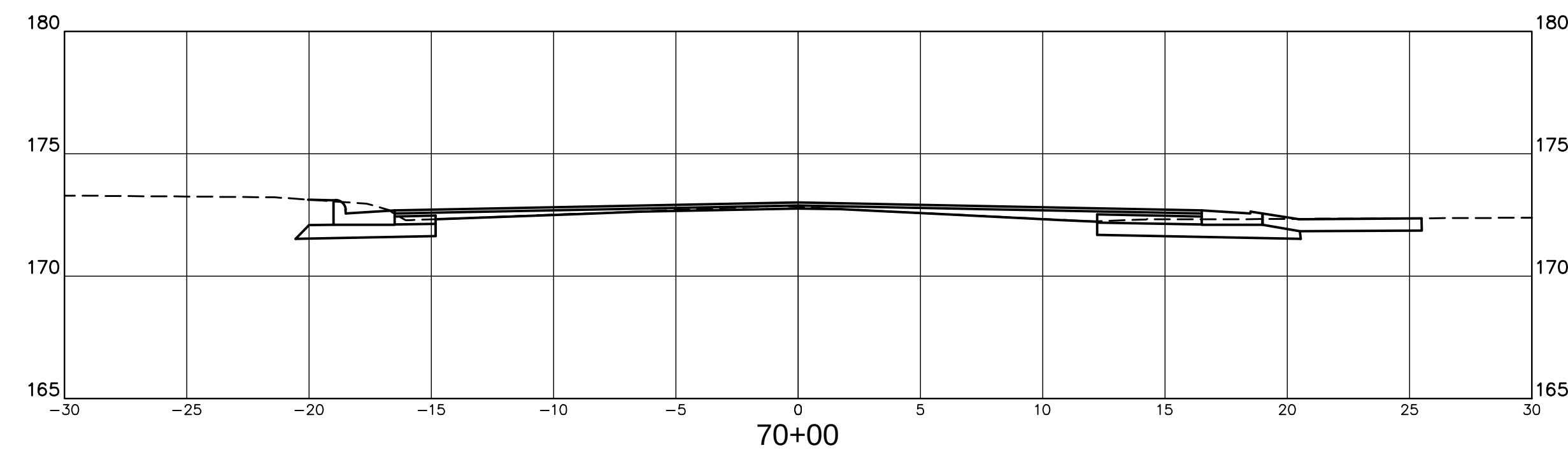
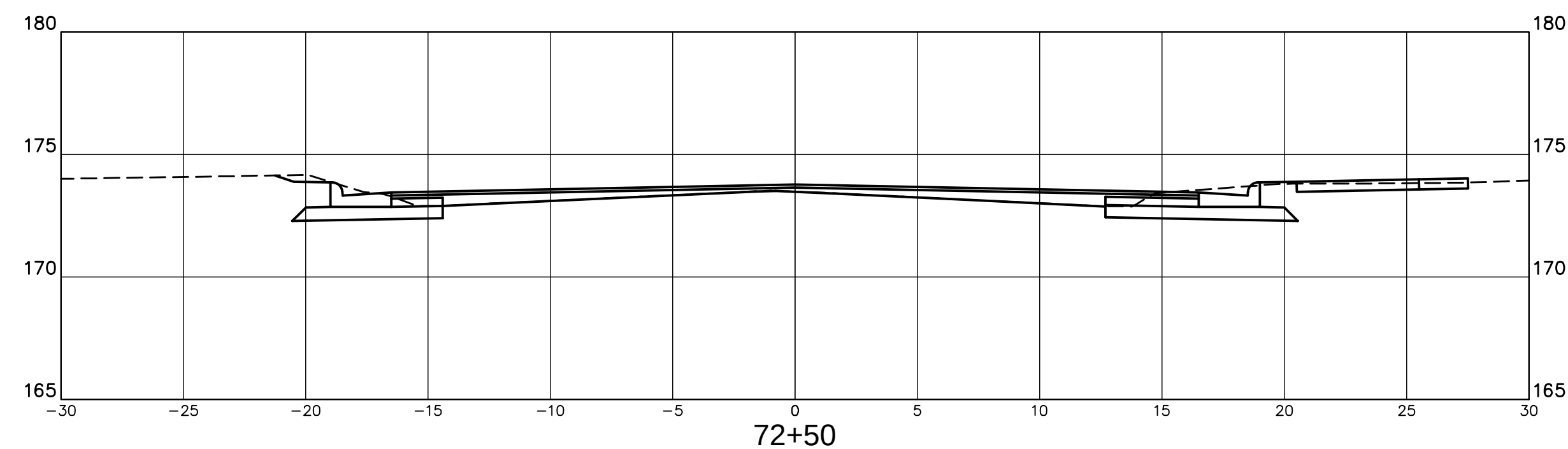
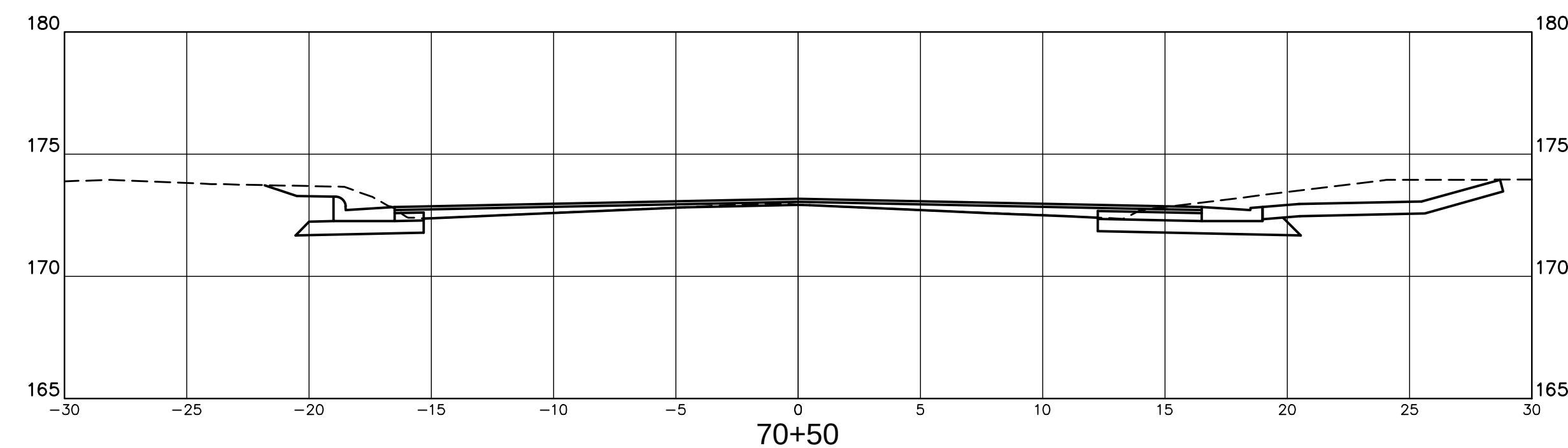
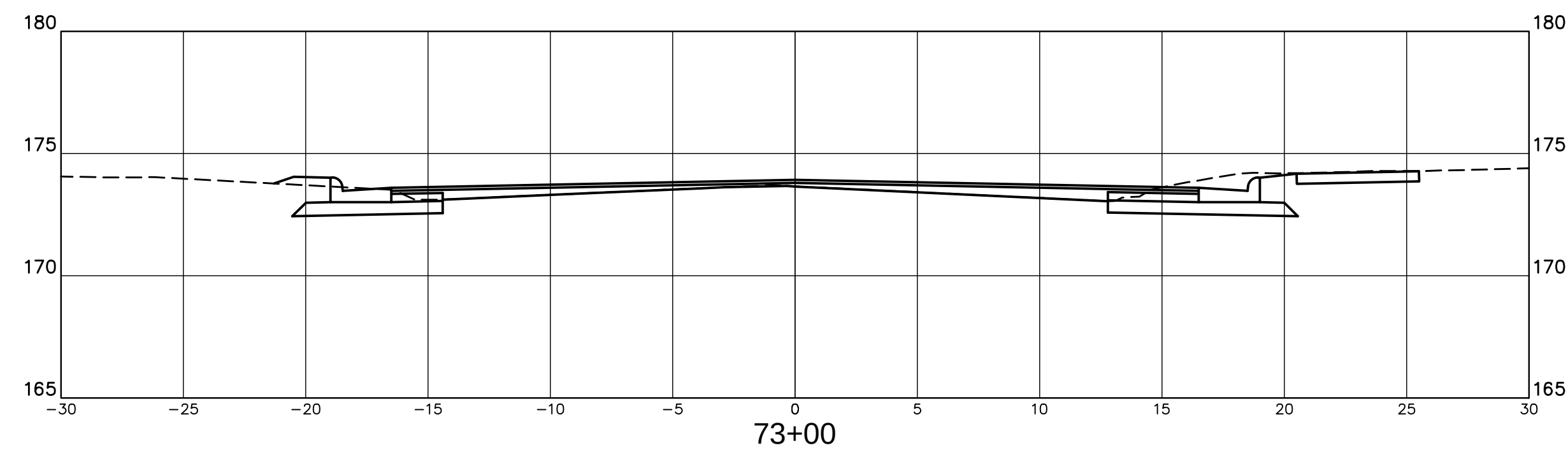
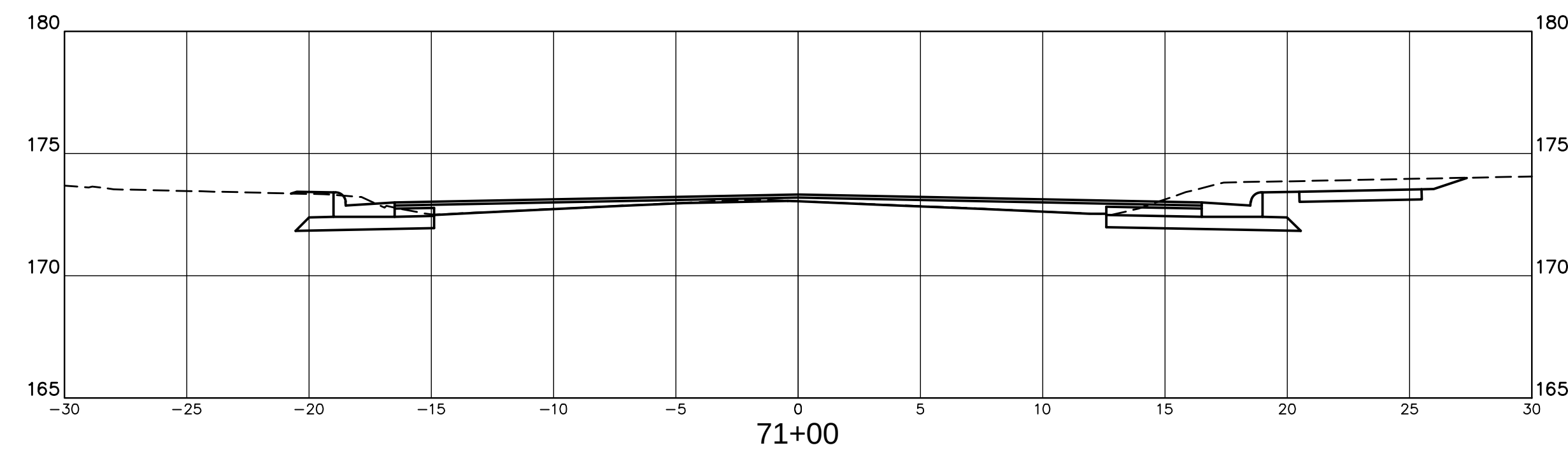
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329

ISSUE DATE: OCTOBER 1, 1998

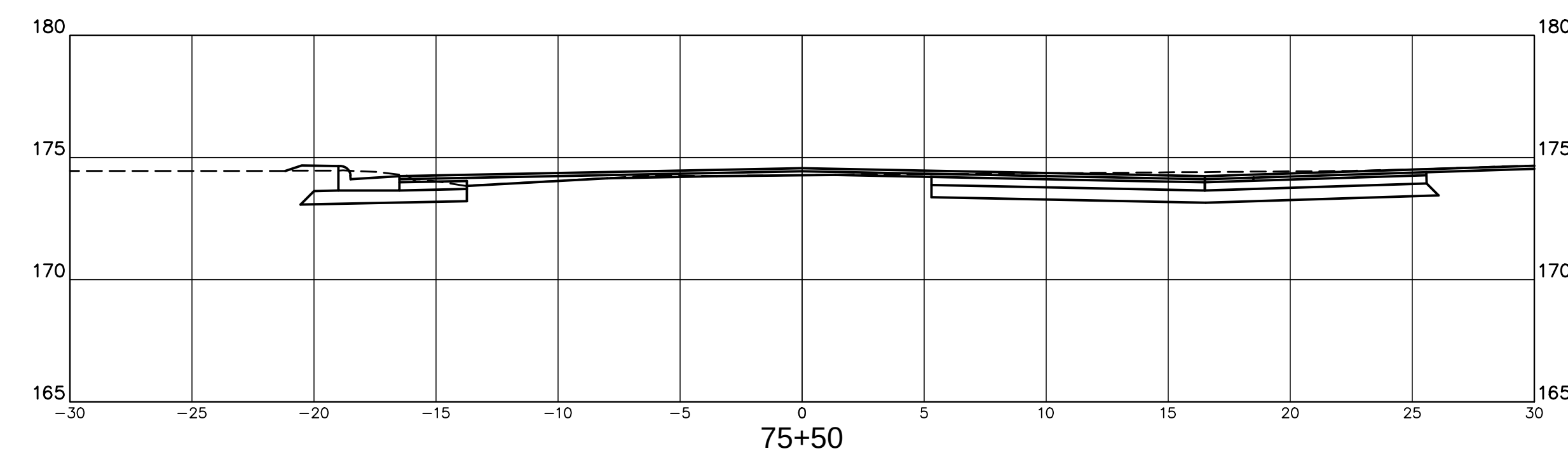
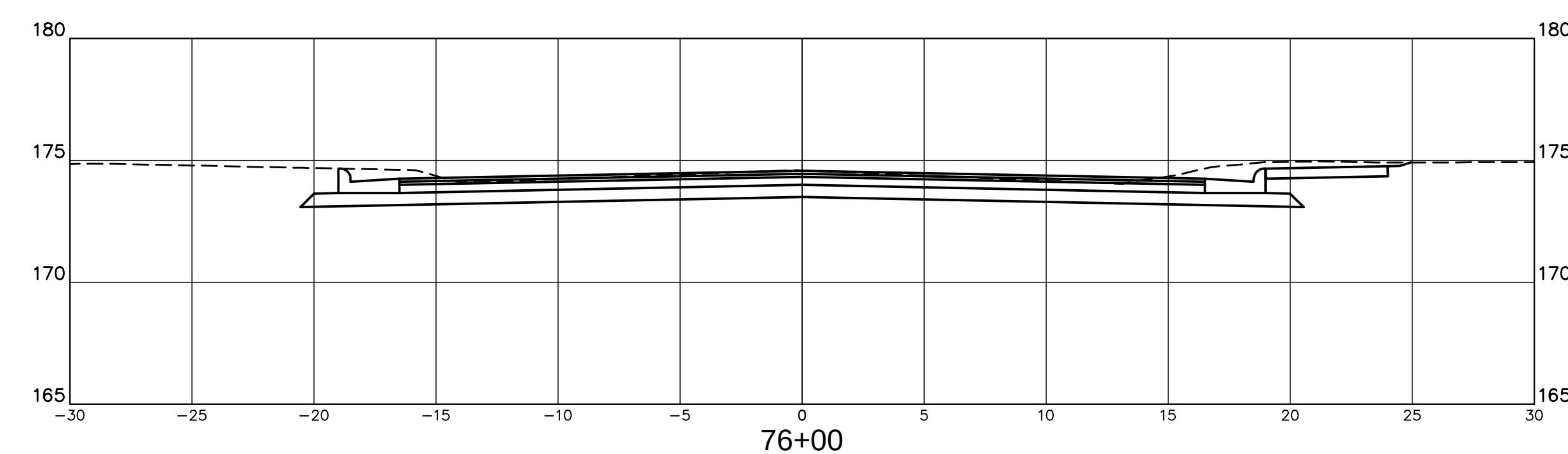
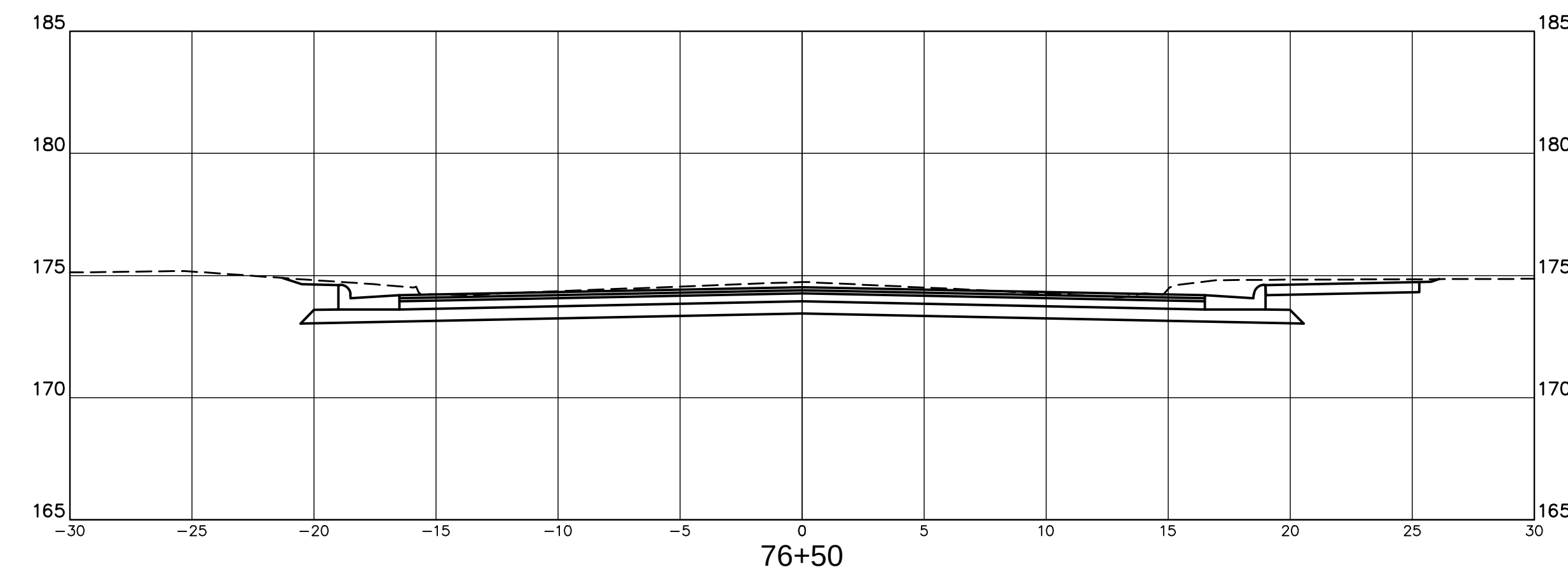
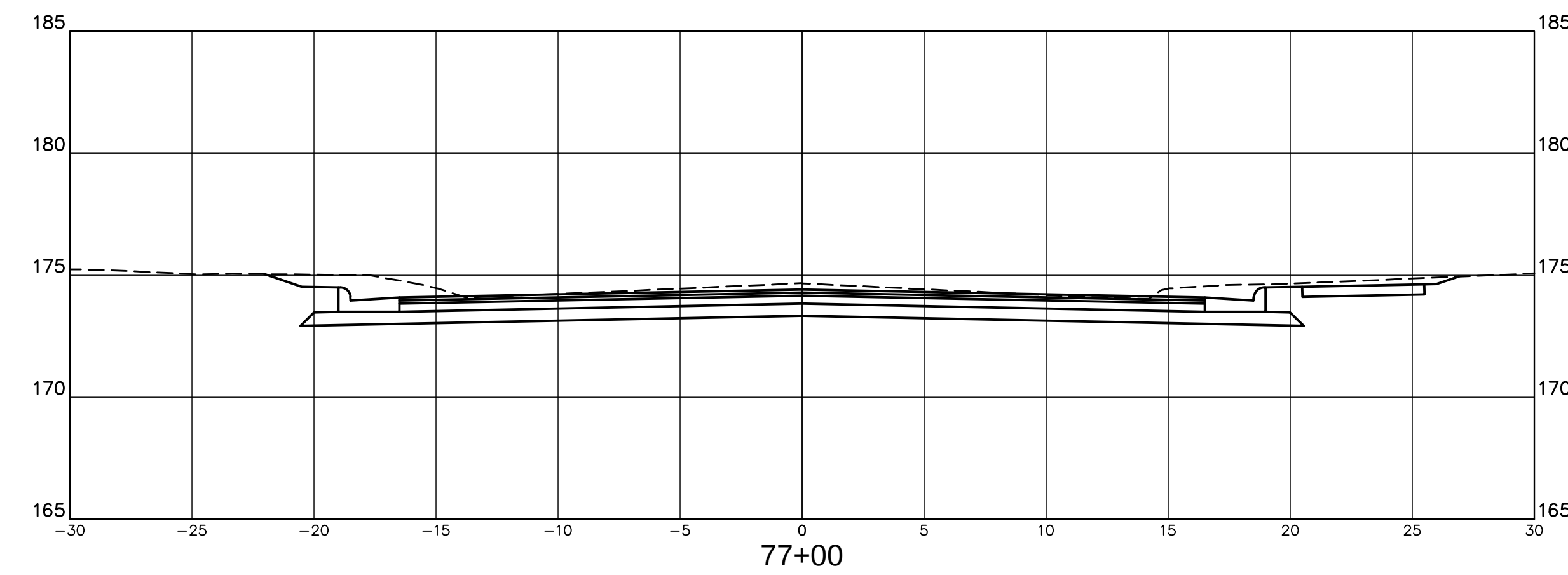
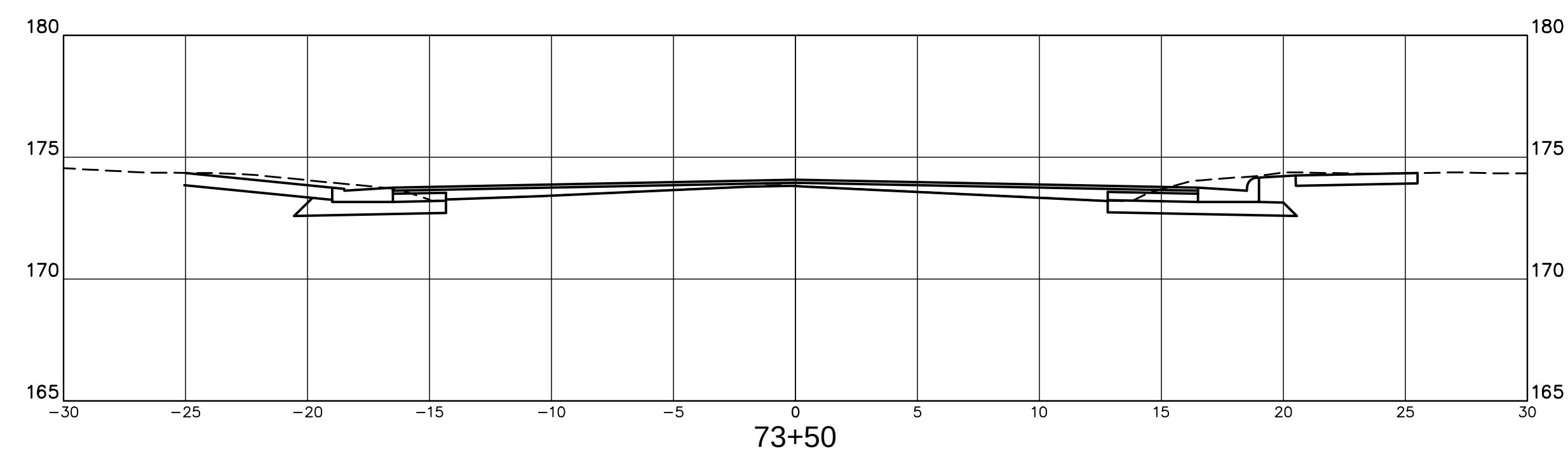
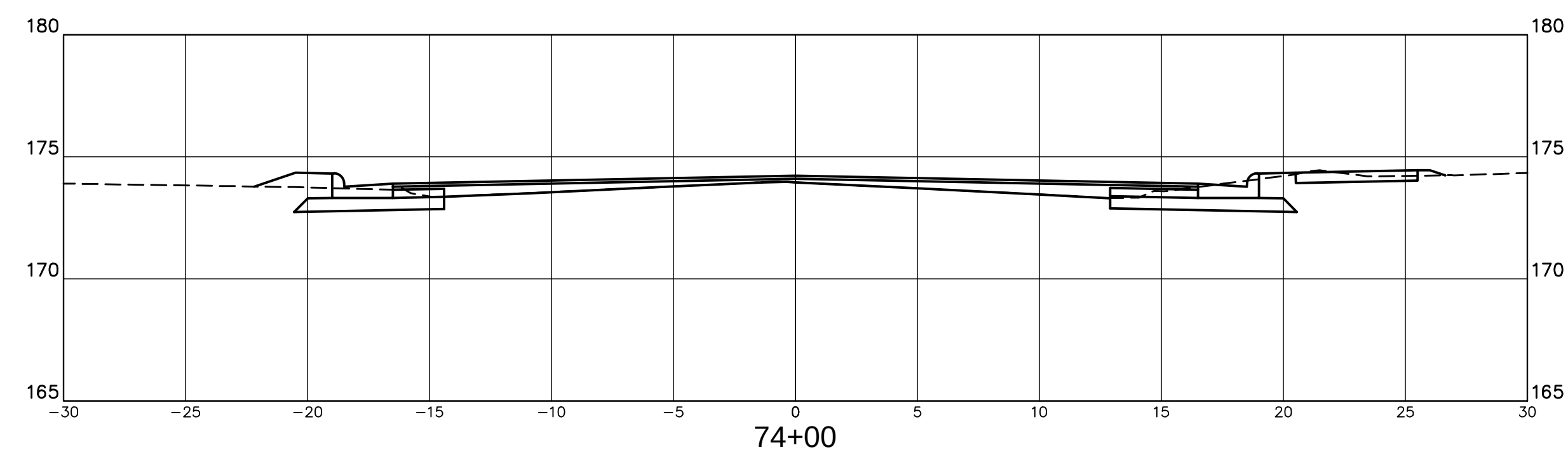
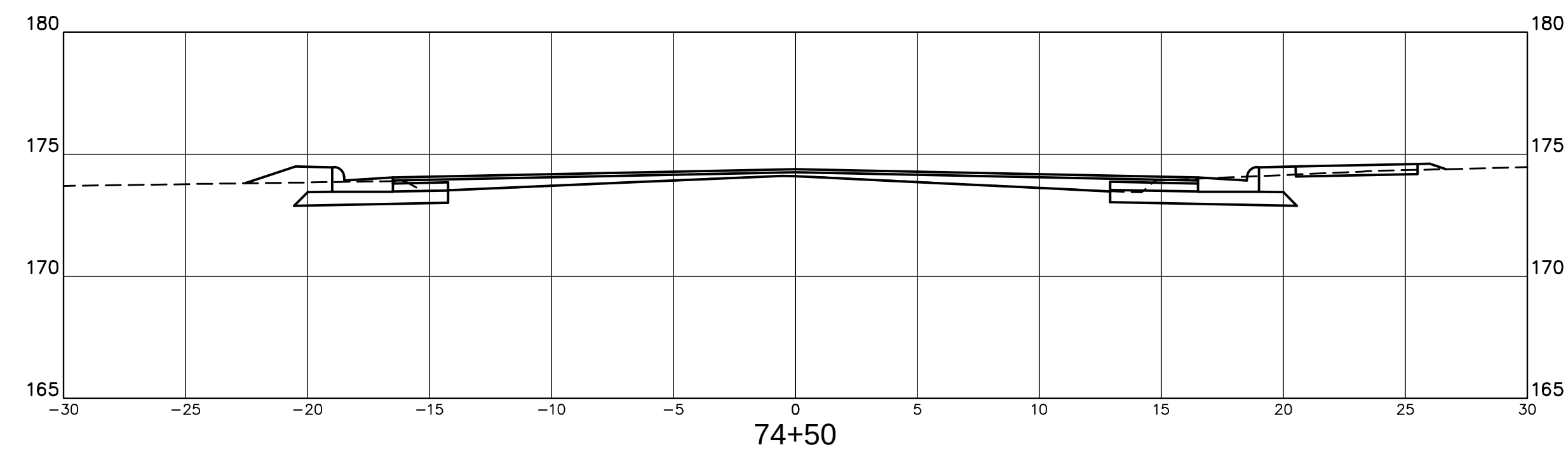
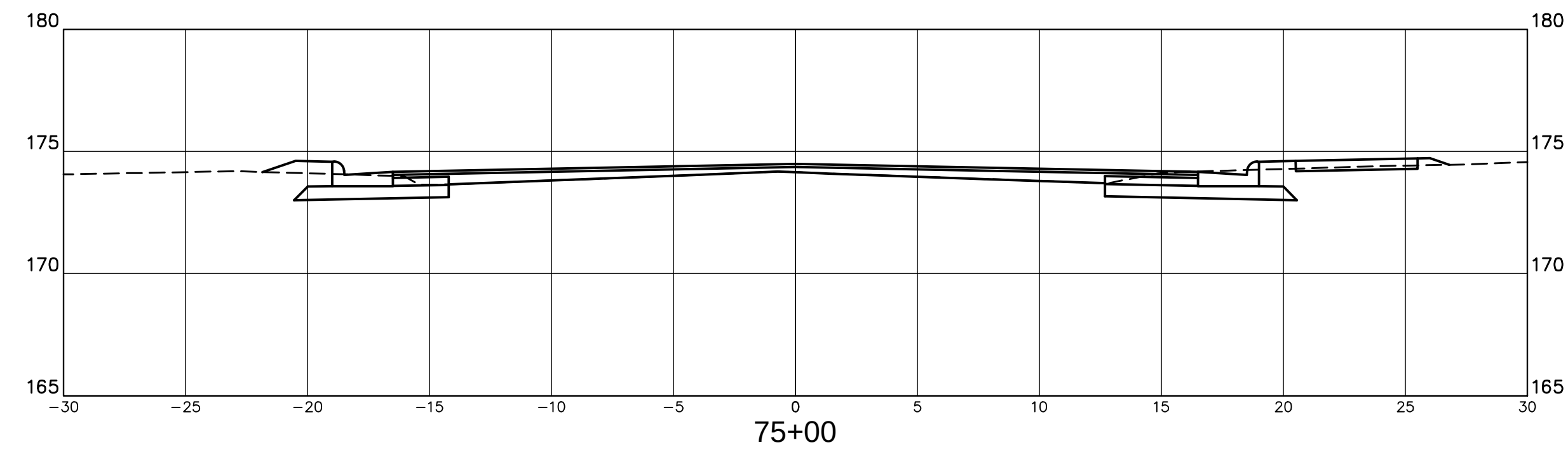


NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION 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		FOURTH STREET ROADWAY IMPROVEMENT PROJECT-PHASE II PROJECT NO. HPP-7194-00(003) LPA/105845-801000 CITY OF HATTIESBURG FORREST COUNTY, MS		FOURTH STREET CROSS SECTIONS	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 7856.001					
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					CHKD:	DATE:				
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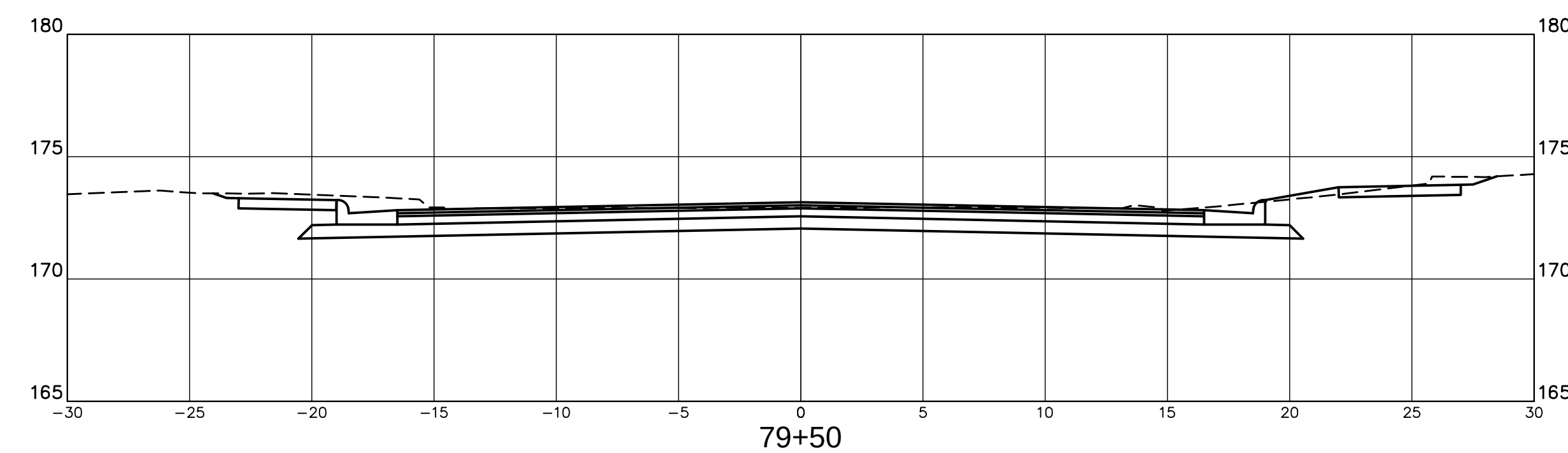
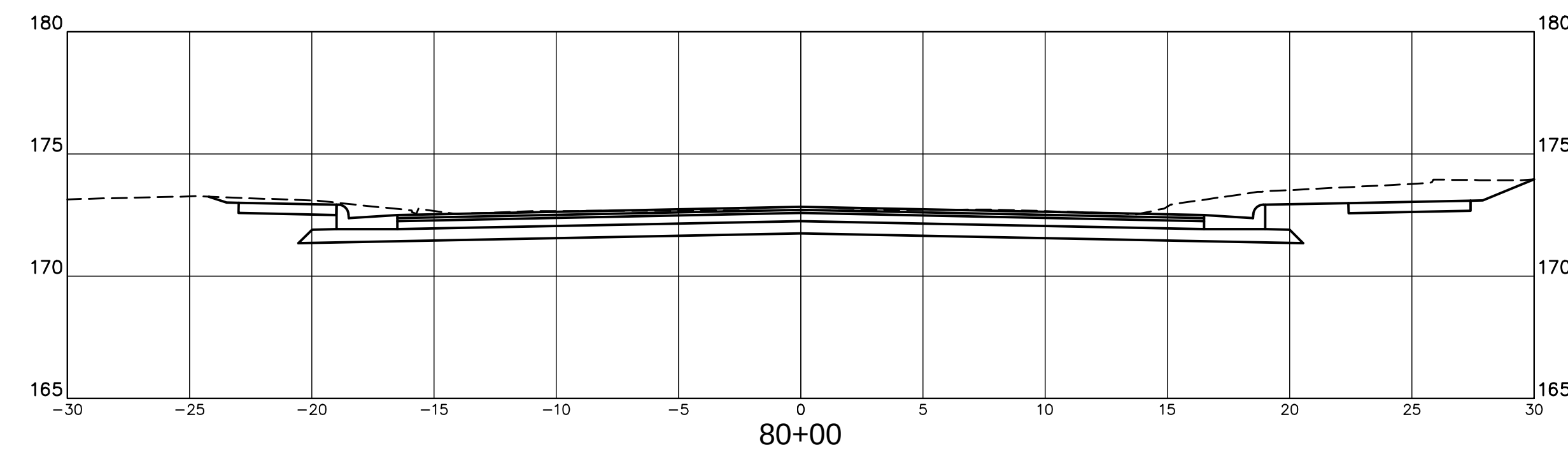
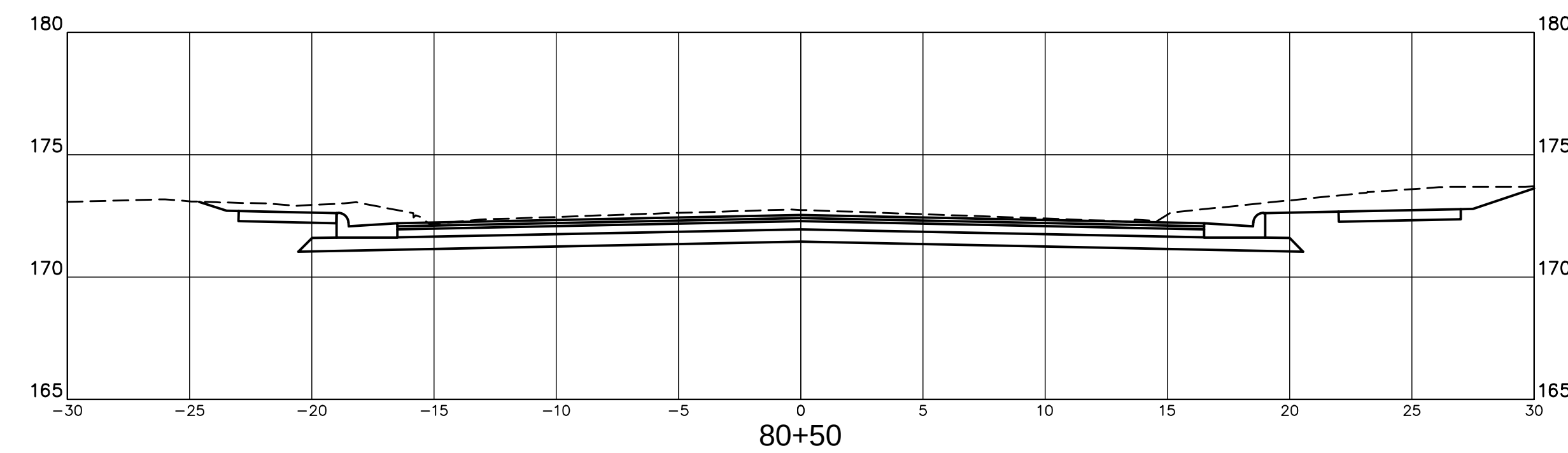
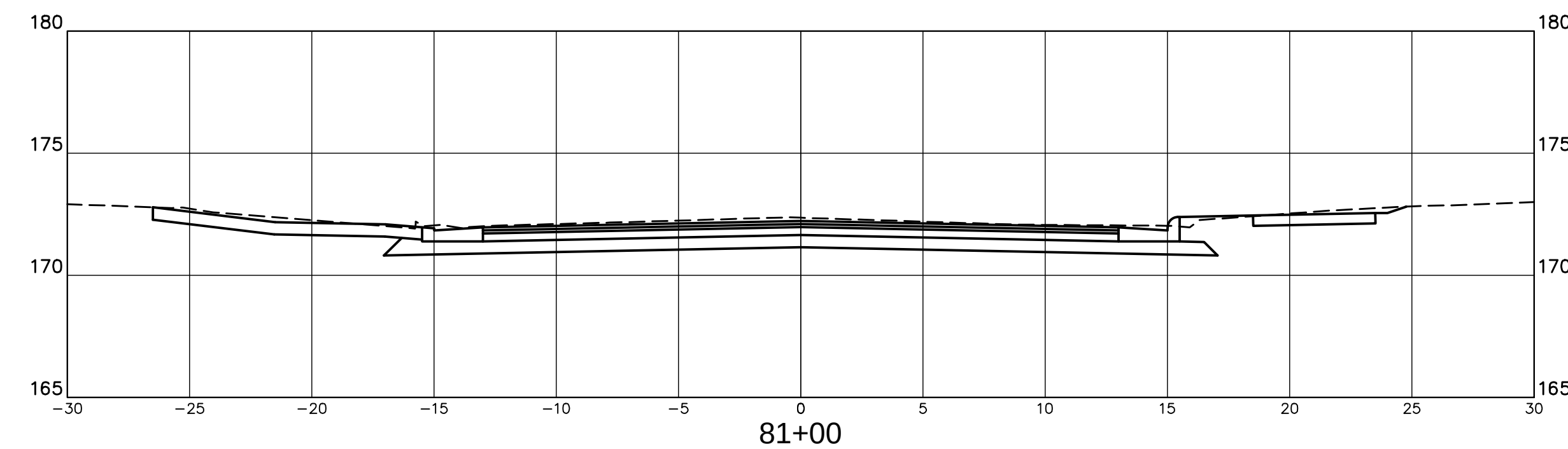
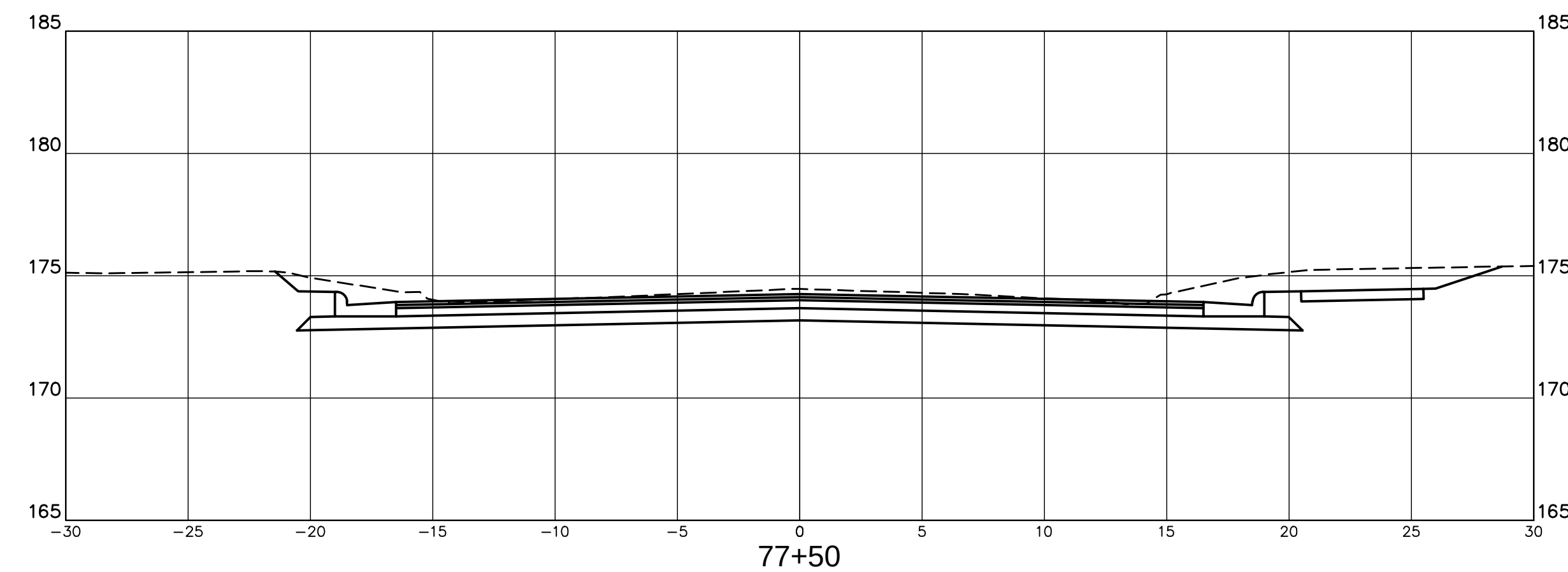
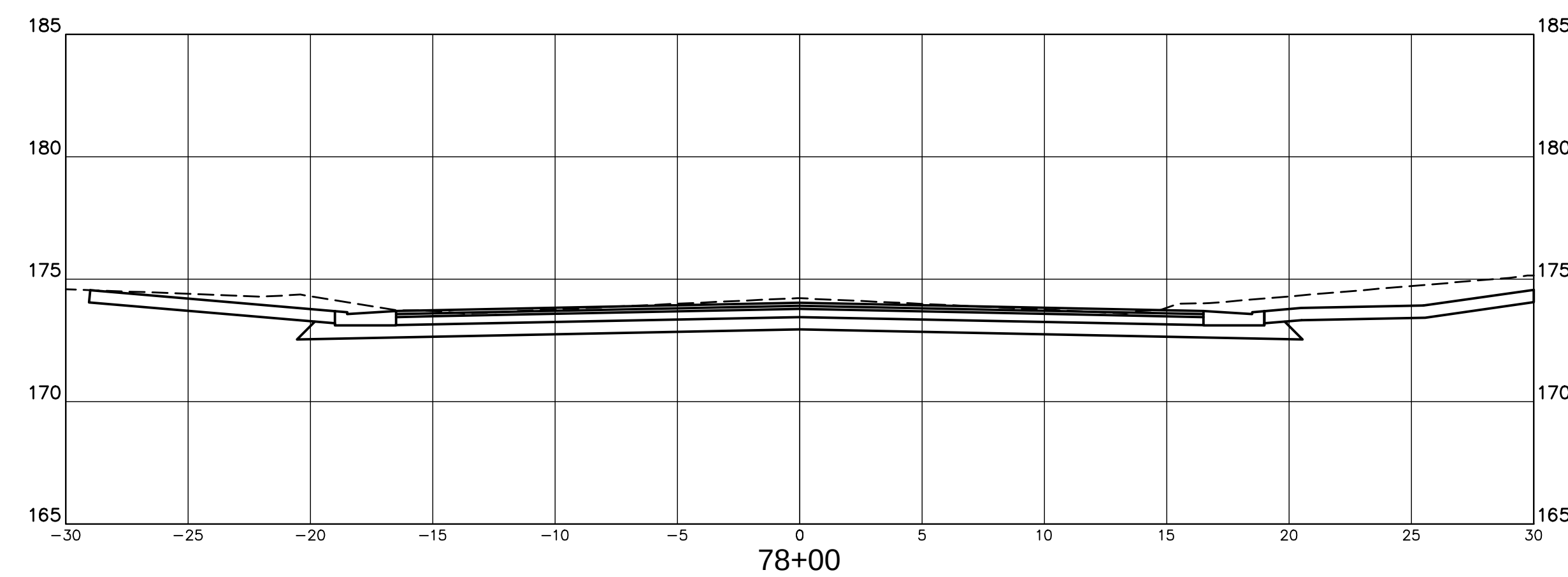
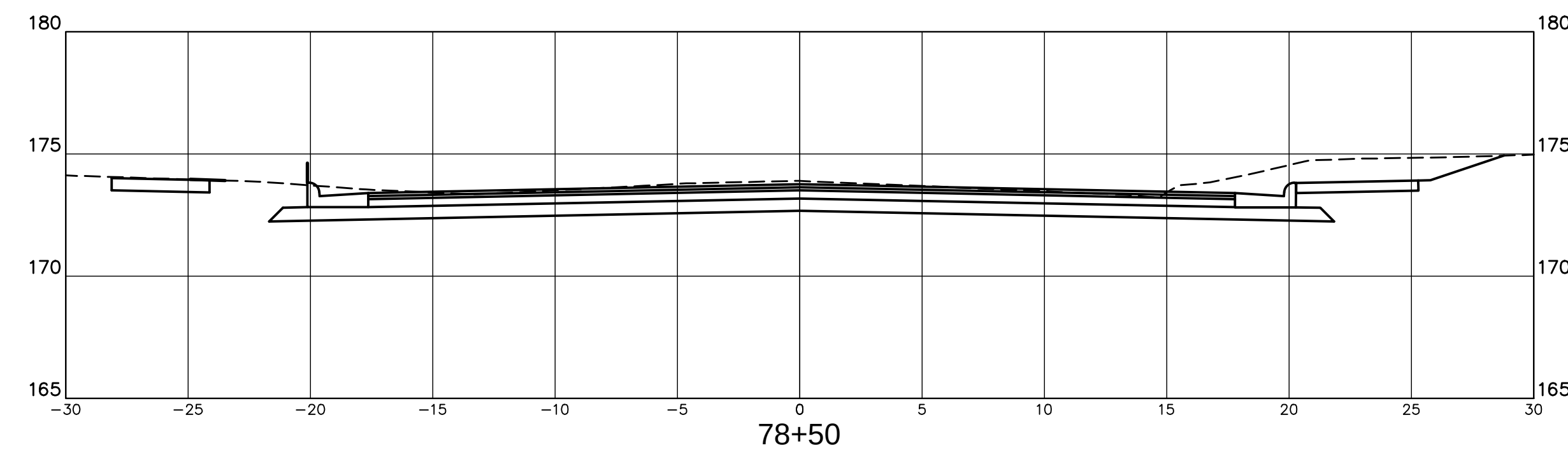
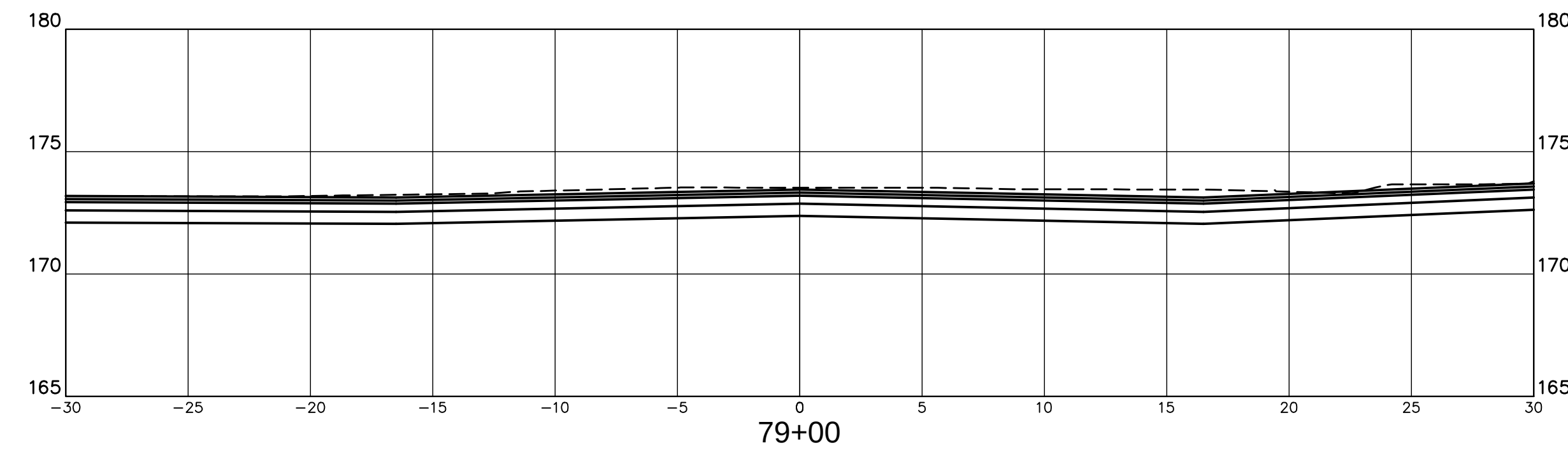
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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 7856.001					
					FILENAME: X-SECT.DWG					
					SCALE: 1" = 5'					
					SURVEYED BY: SHOWS, DEARMAN & WAITS					
					DSGN: GPC DATE: 06/2016					
					DRWN: GPC DATE: 06/2016					
					CHKD: DATE:				WORKING NUMBER:	DRAWING NUMBER:
					QA/QC: DATE:				XS-2	902



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		FOURTH STREET ROADWAY IMPROVEMENT PROJECT-PHASE II PROJECT NO. HPP-7194-00(003) LPA/105845-801000 CITY OF HATTIESBURG FORREST COUNTY, MS		FOURTH STREET CROSS SECTIONS	
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NOTICE TO DRAWING HOLDER NEEL-SCHAFER, 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		FOURTH STREET ROADWAY IMPROVEMENT PROJECT-PHASE II PROJECT NO. HPP-7194-00(003) LPA/105845-801000 CITY OF HATTIESBURG FORREST COUNTY, MS	 NEEL-SCHAFER <i>Solutions you can build upon</i>	FOURTH STREET CROSS SECTIONS	
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					DRWN: GPC	DATE: 06/2016				
					CHKD:	DATE:				
				QA/QC:	DATE:					

*SPECIAL PROVISIONS, PROPOSAL AND CONTRACT DOCUMENTS
FOR
THE CONSTRUCTION OF*

*FEDERAL AID PROJECT NO.
HPP 7194-00(003) LPA/105845-801000*

***FOURTH STREET ROADWAY
IMPROVEMENTS PROJECT – PHASE II
FOR THE
CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY***



2016

PREPARED BY



6/21/2016



NEEL-SCHAFER
Solutions you can build upon

**BIDDER CHECK LIST
(FOR INFORMATION ONLY)**

- _____ All unit prices and item totals have been entered in accordance with Subsection 102.06 of the Mississippi Standard Specifications for Road and Bridge Construction.
- _____ First sheet of SECTION 905--PROPOSAL has been completed.
- _____ Second sheet of SECTION 905--PROPOSAL has been completed and signed.
- _____ Addenda, if any, have been acknowledged. Second sheet of Section 905 listing the addendum number has been substituted for the original second sheet of Section 905. Substituted second sheet of Section 905 has been properly completed, signed, and added to the proposal.
- _____ DBE/WBE percentage, when required by contract, has been entered on last sheet of the bid sheets of SECTION 905--PROPOSAL.
- _____ Form OCR-485-LPA has been completed and signed.
- _____ The last sheet of the bid sheets of SECTION 905--PROPOSAL has been signed.
- _____ Equal Opportunity Clause Certification, when included in contract, has been completed and signed.
- _____ The Certification regarding Non-Collusion, Debarment and Suspension, etc. has been executed in duplicate.
- _____ A certified check, cashier's check or bid bond payable to the Local Public Agency in the principle amount of 5% of the bid has been included with project number identified on same. Bid bond has been signed by the bidder and has also been signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent for the Surety with Power of Attorney attached.
- _____ The Notice to Bidders regarding DUNS Requirements has been completed and included in the contract documents.

Return the proposal and contract documents in its entirety in a sealed envelope. DO NOT remove any part of the contract documents; exception – an addendum requires substitution of second sheet of Section 905. A stripped proposal is considered as an irregular bid and will be rejected.

Failure to complete any or all of the applicable requirements will be cause for the proposal to be considered irregular.

CONTENTS

**PROJECT: FOURTH STREET ROADWAY IMPROVEMENTS PROJECT
PROJECT – PHASE II
PROJECT NO. HPP-7194-00(003)LPA/105845-801000
CITY OF HATTIESBURG, MISSISSIPPI**

Bidder's Checklist

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Section 904 - Notice to Bidders

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	907-701-5:	Hydraulic Cement
	907-702-5:	Specifications for Bituminous Materials
	907-703-12:	Supplement to Aggregates
	907-703-12:	Aggregates
	907-711-4:	Synthetic Structural Fiber Reinforcement
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	907-714-8:	Miscellaneous Materials
	907-720-2:	Pavement Marking Materials
	907-804-19:	Supplement to Concrete Bridges and Structures
	907-804-19:	Concrete Bridges and Structures

Construction Progress Schedule

Section 905 - Proposal

- Proposal, Proposal Sheet
- Bid Sheets
- Certification of Performance – Prior Federal Aid Projects
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Section 902 - Contract Form

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Guidance for Federal Spending Transparency

OCR-481-LPA – Disadvantaged Business Enterprise List

OCR-485-LPA – List of Firms Submitting Quotes

(Revisions to the Above Will Be Indicated on the Second Sheet of Section 905 as Addenda)

SECTION 901 - ADVERTISEMENT FOR BIDS

**CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI**

NOTICE TO CONTRACTORS

**FOURTH STREET ROADWAY IMPROVEMENTS PROJECT-PHASE II
FEDERAL-AID PROJECT NO.
HPP 7194-00(003) LPA/105845-801000**

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, located at 200 Forrest Street, Hattiesburg, Mississippi 39401, until 10:00 a.m. local time, on Thursday, September 22, 2016 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. All bids so received will be publicly opened and read aloud.

Work consists of widening 4th Street from Hutchinson Avenue to North Street. Project includes, sidewalk, drainage improvements, landscaping, and traffic signal upgrades.

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 plant, labor, equipment and materials required by the specifications and the drawings referred to therein.

Plans, contract documents and special provisions and proposal forms are on file for public inspection in the office of the City of Hattiesburg, City Clerk's Office located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and in the office of Neel-Schaffer, Inc., Post Office Box 1487, Hattiesburg, MS 39403-1487 (704 Hardy Street, Telephone No. 601-545-1565). One copy of the contract documents and special provisions together with the contract plans may be procured from Neel-Schaffer, Inc. upon payment of \$150.00, none of which is refundable.

The attention of bidders is directed to the Special Provisions governing selection and employment of labor.

Minimum wage rates for Federal-Aid projects have been predetermined by the Secretary of Labor and are subject to Public Law 87-581 Work Hours Act of 1962, as set forth in the Special Provisions. Minimum wage rates for all other projects have been predetermined and set forth in advertised specifications.

The City of Hattiesburg 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 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 award of this contract will be contingent upon the Contractor satisfying the DBE/WBE requirements.

The 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction, adopted by the Mississippi Department of Transportation, as referred to herein, may be purchased from the Mississippi Department of Transportation.

Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the total bid price, payable to the City of Hattiesburg as bid security. Bidders shall also submit a current financial statement, if requested by the City. The successful bidder will be required to furnish a performance and payment bond in the amount of 100 percent of the contract amount. Both bonds shall be signed or countersigned by a Mississippi Resident Agent.

The proposal and contract documents in its entirety shall be submitted in a sealed envelope and deposited with the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi prior to the hour and date above designated.

The City of Hattiesburg reserves the right to reject any or all proposals, to waive technicalities or irregularities, or to advertise for new proposals, and the decision of the City of Hattiesburg to reject any bid or proposal shall not be cause for any liability or damages against the City of Hattiesburg, any officers or employees.

The bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within the Contract Time. The bidder must also agree to pay as liquidated damages the sum specified in the Standard Specifications per day for each calendar day of overrun in Contract Time that work is not completed.

Work to be performed shall be in accordance with the "Mississippi State Highway Standard Specifications for Road and Bridge Construction, 2004", together with all amendments and/or special provisions and/or addenda to the standards duly approved and adopted, unless otherwise noted in these specifications.

The attention of Bidders is directed to the provisions of Subsection 102.07 pertaining to irregular proposals and rejection of bids.

City Clerk
City of Hattiesburg, Mississippi

Dates of Publication:

August 21, 2016

August 28, 2016

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1

CODE: (IS)

DATE: 05/03/2004

SUBJECT: Governing Specifications

The current (2004) Edition of the Standard Specifications for Road and Bridge Construction adopted by the Mississippi Transportation Commission is made a part hereof fully and completely as if it were attached hereto, except where superseded by special provisions, or amended by revisions of the Specifications contained herein. Copies of the specification book may be purchased from the MDOT Construction Division.

A reference in any contract document to controlling requirements in another portion of the contract documents shall be understood to apply equally to any revision or amendment thereof included in the contract.

In the event the plans or proposal contain references to the 1990 Edition of the Standard Specifications for Road and Bridge Construction, it is to be understood that such references shall mean the comparable provisions of the 2004 Edition of the Standard Specifications.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904- NOTICE TO BIDDERS NO. 2 LPA

CODE: (SP)

DATE: 04/02/2015

SUBJECT: Designating Owner and Engineer (Hattiesburg, Mississippi)

PROJECT: HPP-7194-00(003)LPA /105845-801000, Forrest County

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 *City of Hattiesburg*, 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 City of Hattiesburg, Mississippi, Neel-Schaffer, Inc.*

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 3

CODE: (SP)

DATE: 05/03/2004

SUBJECT: Final Clean-Up

Immediately prior to final inspection for release of maintenance, the Contractor shall pick up, load, transport and properly dispose of all litter from the entire highway right-of-way that is within the termini of the project.

Litter shall include, but not be limited to, solid wastes such as glass, paper products, tires, wood products, metal, synthetic materials and other miscellaneous debris.

Litter removal is considered incidental to other items of work and will not be measured for separate payment.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 151

CODE: (IS)

DATE: 06/18/2004

SUBJECT: Gopher Tortoises

Bidders are hereby advised that the Contractor will be required to make special considerations regarding gopher tortoises on this project. In addition to the normal required documentation associated with borrow pits, the Contractor shall, for each site used to obtain or dispose of materials associated with this project, provide the Engineer with a letter from a qualified biologist certifying that the site was inspected prior to any clearing of vegetation or disposal of project materials and that the site is not inhabited by gopher tortoises, or appropriate avoidance measures have been installed. No individual lacking the proper State or Federal license shall touch or otherwise harass a gopher tortoise.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 640

CODE: (IS)

| DATE: 09/26/2005

SUBJECT: Fiber Reinforced Concrete

Bidders are hereby advised that synthetic structural fibers meeting the requirements of Subsection 907-711.04 may be used in lieu of wire mesh in some items of construction. Substitution of fibers for wire mesh will be allowed in the construction of paved ditches, paved flumes, paved inlet apron, driveways, guard rail anchors and pile encasements. Substitution in any other items of work must be approved by the State Construction Engineer prior to use.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1322

CODE: (SP)

DATE: 1/22/2007

SUBJECT: Non-Use of Precast Drainage Units

Bidders are hereby advised that the use of precast inlets and junction boxes will **NOT** be allowed on this project. Subsection 601.02.3 states that " the Contractor may request approval from the Engineer to furnish and install precast units in lieu of cast-in-place units". Should the Contractor make this request, the request will be denied.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1405

CODE: (IS)

DATE: 03/15/2007

SUBJECT: ERRATA AND MODIFICATIONS TO THE 2004 STANDARD SPECIFICATIONS

<u>Page</u>	<u>Subsection</u>	<u>Change</u>
101	201.01	In the second sentence of the first paragraph, change “salvable” to “salvageable”.
107	202.04	In the fourth sentence of the fourth paragraph, change “yard” to “feet”.
107	202.05	In the list of units measurements for 202-B, add “square foot”.
132	211.03.4	In the second sentence of the second paragraph, change “planted” to “plated”.
192	306.02.4	In the first line of the first paragraph, delete the word “be”.
200	307.03.7	In the fourth sentence of the second paragraph, change “lime-fly ash” to “treated”.
236	401.01	Change the header from “Section 403” to “Section 401”.
242	401.02.3.2	In the first sentence of the third full paragraph, add “1/8” in the blank before the inch mark.
250	401.02.6.3	In the second sentence of the first paragraph on page 250, change “rutting over ” ” to “rutting over 1/8" ”.
253	401.02.6.4.2	In the paragraph preceding the table, change “91.0” to “89.0”.
259	401.03.1.4	In the first paragraph, change “92.0 percent” to “the specified percentage (92.0 or 93.0)”.
269	403.03.2	In the table at the top of page 269, change the PI requirement from “ = ” to “ ≤ ”.

278	404.04	In the second sentence, change the subsection from "401.04" to "403.04".
283	409.02.2	Change "PG 64-22" to "PG 67-22".
294	413.02	In the first sentence of the second paragraph, change "707.02.1.3" to "Subsection 707.02.1.3".
340	511.04	In the second sentence of the second paragraph, change "412" to "512".
349	601.03.3	In the first sentence, change "804.03.2" to "804.03.5".
355	603.02	Change the subsection reference for Joint mortar from "707.03" to "714.11".
369	604.04	In the first sentence, change "601.04" to "Subsection 601.04".
427	619.04	Delete the second paragraph.
442	625.04	In the third paragraph, change "626.04" to "Subsection 626.04".
444	626.03.1.2	Delete the third sentence of the first paragraph.
464	631.02	Change the subsection reference for Water from "714.01.0" to "714.01.1".
570	682.03	Change the subsection number from "682-03" to "682.03".
575	683.10.4	Change the subsection number from "683.10.4" to "683.04".
575	683.10.5	Change the subsection number from "683.10.5" to "683.05".
596	701.02	In the table under the column titled "Cementations material required", change Class F, FA" to "Class F FA,".
603	702.11	In the first sentence, change "702.12" to "Subsection 702.12".
612	703.04.2	In the fifth paragraph, delete "Subsection 703.11 and".
616	703.07.2	In the Percentage By Weight Passing Square Mesh Sieves table, change the No. 10 requirement for Class 7 material from "30 - 10" to "30 - 100".

618	703.13.1	In the first sentence of the first paragraph, change “703.09” to “703.06”.
618	703.13.2	In the first sentence, change “703.09” to “703.06”.
671	712.06.2.2	In the first sentence, change “712.05.1” to “Subsection 712.05.1”.
689	714.11.2	In the first sentence, change “412” to “512”.
709	715.09.5	In the first sentence of the first paragraph, change “guage” to “gauge”.
717	717.02.3.4	In the top line of the tension table, change “1 1/2” to “1 1/8” and change “1 1/8” to “1 1/2”.
741	720.05.2.2	In the last sentence of this subsection, change “720.05.2.1” to “Subsection 720.05.2.1”.
827	803.03.2.3.7.5.2	In the first sentence of the second paragraph, change “803.03.5.4” to “803.03.2.3.4”.
833	803.03.2.6	In the first sentence, change “803.03.7” to “803.03.2.5”.
854	804.02.11	In the last sentence of the first paragraph, change “automatically” to “automatic”.
859	804.02.13.1.3	In the last sentence, change Subsection “804.02.12.1” to “804.02.12”.
879	804.03.19.3.2	In the first sentence of the third paragraph, change “listed on of Approved” to “listed on the Approved”.
879	804.03.19.3.2	In the last sentence of the last paragraph, change “804.03.19.3.1” to “Subsection 804.03.19.3.1”.
962	814.02.3	In the first sentence, change “710.03” to “Subsection 710.03”.
976	820.03.2.1	In the first sentence, change “803.02.6” to “803.03.1.7”.
976	820.03.2.2	In the first sentence, change “803.03.9.6” to “803.03.1.9.2”.
985	Index	Change the subsection reference for Petroleum Asphalt Cement from “702.5” to “702.05”.

985	Index	Change the subsection reference for the Definition of Asphaltic Cement or Petroleum Asphalt from “700.2” to “700.02”.
985	Index	Change the subsection reference for Automatic Batchers from “501.03.2.4” to “804.02.10.4”.
986	Index	Delete “501.03.2” as a subsection reference for Batching Plant & Equipment.
988	Index	Change the subsection reference for the Central Mixed Concrete from “501.03.3.2” to “804.02.11”.
988	Index	Change the subsection reference for the Concrete Batching Plant & Equipment from “501.03.2” to “804.02.11”.
999	Index	Delete “501.03.3.3” as a subsection reference for Truck Mixers.
1001	Index	Change the subsection reference for Edge Drain Pipes from “605.3.5” to “605.03.5”.
1002	Index	Change the subsection reference for Metal Posts from “713.05.2” to “712.05.2”.
1007	Index	Change the subsection reference for Coarse Aggregate of Cement Concrete Table from “703.3” to “703.03”.
1007	Index	Change the subsection reference for Composite Gradation for Mechanically Stabilized Courses Table from “703.8” to “703.08”.
1009	Index	Delete “501.03.3.3” as a subsection reference for Truck Mixers and Truck Agitators.
1010	Index	Delete reference to “Working Day, Definition of”.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1546

CODE: (SP)

DATE: 05/23/2007

SUBJECT: Advancement of Materials

Bidders are advised that **NO ADVANCEMENT OF MATERIALS**, as addressed in Subsection 109.06.2 of the Standard Specifications, will be allowed on this project.

CITY OF HATTIESBURG

SECTION 904 - NOTICE TO BIDDERS NO. 1595

CODE: (SP)

DATE: 04/03/2015

SUBJECT: Vibratory Roller

PROJECT: HPP-7194-00(003)LPA /105845-801000

Bidders are advised that the use of vibratory rollers **will not** be allowed and the lot density required in sections 401.02.6.4.1 and 401.03.1.4 of the 2004 Edition of the Mississippi Standard Specification for Road and Bridge Construction shall be reduced by **one percent**.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1902 LPA

CODE: (SP)

DATE: 02/26/2010

SUBJECT: Disadvantaged Business Enterprise (DBE) Forms

Anywhere in the plans, proposal and specifications where reference is made to Office of Civil Rights (OCR) Forms, it should be understood to mean Disadvantaged Business Enterprise (DBE) Forms.

The following are equivalent forms:

OCR-481	.....	OCR-481 LPA	.....	DBE-1
OCR-482	.....	OCR-482 LPA	.....	DBE-2
OCR-483	.....	OCR-483 LPA	.....	DBE-3
OCR-484	.....	OCR-484 LPA	.....	DBE-4
OCR-485	.....	OCR-485 LPA	.....	DBE-5
OCR-487	.....	OCR-487 LPA	.....	DBE-7

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 1928

CODE: (IS)

| DATE: 04/14/2008

SUBJECT: Federal Bridge Formula

Bidders are hereby advised that Federal Highway Administration Publication No. FHWA-MC-94-007, **BRIDGE FORMULA WEIGHTS**, dated January 1994, is made a part of this contract when applicable.

Prior to the preconstruction conference, the Contractor shall advise the Engineer, in writing, what materials, if any, will be delivered to the jobsite via Interstate route(s).

Copies of the **BRIDGE FORMULA WEIGHTS** publication may be obtained by contacting:

Federal Highway Administration
400 7th Street, SW
Washington, DC 20590
(202) 366-2212

or

| http://ops.fhwa.dot.gov/freight/sw/brdgcalc/calc_page.htm

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2168

CODE: (SP)

DATE: 11/03/2008

SUBJECT: Fuel and Material Adjustments

Bidders are advised that **NO FUEL OR MATERIAL ADJUSTMENT**, as addressed in Subsection 109.07 of the Standard Specifications, will be allowed on this project.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 2382

CODE: (IS)

| DATE: 02/12/2009

| SUBJECT: Status of Right-of-Way

Although it is desirable to have acquired all rights-of-way and completed all utility adjustments and work to be performed by others prior to receiving bids, sometimes it is not considered to be in the public interest to wait until each and every such clearance has been obtained. The bidder is hereby advised of possible unacquired rights-of-way, relocatees and utilities which have not been completed.

| The status of right-of-way acquisition, utility adjustments, encroachments, potentially contaminated sites and asbestos containment are set forth in the following attachments.

In the event right of entry is not available to ALL parcels of right-of-way and/or all work that is to be accomplished by others on the date set forth in the contract for the Notice to Proceed is not complete, the Department will issue a restricted Notice to Proceed.

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Charles R. Carr
Director
Office of Intermodal Planning



Melinda L. McGrath
Executive Director

Lisa M. Hancock
Deputy Executive Director/
Administration

Willie Huff
Director
Office of Enforcement

P. O. Box 1850 / Jackson, MS 39215-1850 / Telephone (601) 359-7001 / FAX (601) 359-7110 / GoMDOT.com

April 14, 2015

Mr. Andrew Hughes
Division Administrator
FHWA-Mississippi Division
100 West Capitol Street, Suite 1062
Jackson, MS 39269

RE: HPP-7194-00(003) LPA
105845-801000
Fourth Street Roadway Improvements Project
City of Hattiesburg
Forrest County

RIGHT-OF-WAY CERTIFICATION

Dear Mr. Hughes:

This is to certify that all necessary highway rights-of-way, including control of access has been acquired or legal Right of Entry obtained and rights-of-way were acquired in accordance with 49CFR Part 24, **except** as indicated on the Status of Right of Way.

This is to further certify that all individuals and families have been relocated to decent, safe and sanitary housing, or comparable relocatees and the steps relative to relocation advisory assistance administration of the Highway Relocation Assistance Program have been taken, **except** as indicated on the attached Status of Right of Way.

All improvements have been removed from the highway right of way, **except** the improvements to be removed by the Contractor as indicated in the contract plans and as indicated on the attached Status of Improvements.

This project was inspected and there were no visible indications of any Potentially Contaminated Sites on proposed Right of Way, **except** as indicated on the attached Status of Potentially Contaminated Sites. The status of the utilities to be adjusted or relocated is shown in the report attached.

Mr. Andrew Hughes
April 14, 2015
Page 2

Attached:

Right of Way Status
Encroachment Certification
Hazardous Waste Status
Asbestos Abatement Status
Utility Status

Sincerely,

RIGHT OF WAY DIVISION

A handwritten signature in cursive script, appearing to read "Stephen D. Downing".

Stephen D. Downing
Assistant Division Administrator

SDD:ar

Attachments

Pc: Chief Engineer (65-01)
LPA Division (77-01)
Construction Engineer (73-01)
District Six (26-01)
Project Engineer (26-01 PE)
Facility & Maintenance (89-20)

**STATUS OF RIGHT-OF-WAY
HPP-7194-00(003) LPA
105845-801000
Fourth Street Roadway Improvements Project
FORREST COUNTY
April 14, 2015**

All rights of way and legal rights of entry have been acquired except:

NONE.



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Mary Dryden

Council - Ward 5
Henry Naylor

RIGHT-OF-WAY STATUS REPORT/CERTIFICATION

Forrest County, Mississippi

Project No. HPP-7194-00(003) LPA/105845-801000

Fourth Street Roadway Improvements Project – Phase II

March 25, 2015

This is to certify that all necessary rights of way have been acquired, including legal and physical possession. Said rights of way have been acquired in accordance with Federal Highway Administration directives governing the acquisition of real property including CFR 49 Part 24.

This is to further certify that there are no relocations (Families, Businesses, or Tenants) involved in this project.

Signed:

Lamar Rutland, P.E.
Engineering Director, City of Hattiesburg



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Mary Dryden

Council - Ward 5
Henry Naylor

RIGHT-OF-WAY ENCROACHMENT REPORT/CERTIFICATION

Forrest County, Mississippi
Project No. HPP-7194-00(003) LPA/105845-801000
Fourth Street Roadway Improvements Project – Phase II

March 25, 2015

This is to certify that a physical survey of the right-of-ways to be used in the construction of this project revealed that there are no encroachments on the subject project.

Signed:

Lamar Rutland, P.E.
Engineering Director, City of Hattiesburg



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Mary Dryden

Council - Ward 5
Henry Naylor

HAZARDOUS WASTE SITE REPORT/CERTIFICATION

Forrest County, Mississippi
Project No. HPP-7194-00(003) LPA/105845-801000
Fourth Street Roadway Improvements Project – Phase II

March 25, 2015

This is to certify that a physical survey of the right-of-ways to be used in the construction of this project revealed that there are no areas suspected of having any hazardous waste or underground storage tanks.

Signed

A handwritten signature in dark ink, appearing to read "Lamar Rutland".

Lamar Rutland, P.E.
Engineering Director, City of Hattiesburg



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Mary Dryden

Council - Ward 5
Henry Naylor

ASBESTOS ABATEMENT REPORT/CERTIFICATION

Forrest County, Mississippi
Project No. HPP-7194-00(003) LPA/105845-801000
Fourth Street Roadway Improvements Project -- Phase II

March 25, 2015

This is to certify that the project components do not contain any known asbestos containing materials.

Signed:

A handwritten signature in dark ink, appearing to read "Lamar Rutland".

Lamar Rutland, P.E.
Engineering Director, City of Hattiesburg



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Mary Dryden

Council - Ward 5
Henry Naylor

UTILITY REPORT/CERTIFICATION

Forrest County, Mississippi
Project No. HPP-7194-00(003) LPA/105845-801000
Fourth Street Roadway Improvements Project -- Phase II

March 25, 2015

This is to certify that pre-construction utility adjustments required for the above reference project have all been adjusted, relocated, or removed.

There are no other known utilities in conflict with the proposed project.

The City of Hattiesburg understands that any claim by the contractor due to NOT having the utilities relocated will be a non-participating item. In the event the utility facilities are discovered to be in conflict, damaged, or otherwise impact the proposed construction, the City of Hattiesburg shall bear all responsibility and/or claims associated with these facilities.

Signed:

Lamar Rutland, P.E.
Engineering Director, City of Hattiesburg

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
Inter-Departmental Memorandum

TO: Mr. David Seyfarth
District LPA Engineer (16-10)

DATE: March 31, 2015

FROM: Mr. Jared Brogan
Hattiesburg Project Office (16-13)

SUBJECT OR PROJECT NO: HPP-7194-00(003)LPA/ 105845-801000
Fourth Street Roadway Improvements-Phase 2

INFORMATION COPY TO:

COUNTY: Forrest

Jeff Altman- State LPA Engineer (77-01)
Kelly Castleberry- District 6 Engineer (26-01)
Ashlyn Brock- Right of Way Officer (26-01)
Ronnie Shivers-Right of Way Officer (26-01)
Lamar Rutland- City of Hattiesburg
Geoff Crosby- Neel-Schaffer, Inc.
Project File (16-13)

STATUS OF UTILITY RELOCATION WORK

There are no known utility conflicts on the above mentioned project at this time.

This is to certify that adjustments to facilities owned by the above mentioned utility companies have been completed to the best of my knowledge and are acceptable, and in accordance with the terms of the agreement. Said adjustments are located within the limits of the above mentioned LPA project.

SEE DISCLAIMER



Jared Brogan
Utility Coordinator (16-13)

Disclaimer:

The utility facilities have been identified by representatives of the Local Public Agency (LPA), or their agents. The locations of the facilities are assumed to be approximate. The Mississippi Department of Transportation (MDOT) can only show approximate location and presence based upon investigation and discovery by the LPA and its agents; and consequently cannot certify the facilities location and presence. Therefore, In the event the utility facilities are discovered to be in conflict, damaged, or otherwise impact the proposed construction, the LPA shall bear all responsibility and/ or claims associated with these facilities. Furthermore, the LPA shall indemnify and hold harmless the Mississippi Department of Transportation, the Mississippi Transportation Commission, and its representatives in the event that damages and/ or claims should arise.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2677

CODE: (SP)

DATE: 06/18/2009

SUBJECT: Material Transfer Device

Bidders are advised that the use of a material transfer device as referenced in Subsection 401.03.9 of the specifications is not mandatory on the above project(s). The Contractor may use a material transfer device if desired, but it is not required.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2689 LPA

CODE: (SP)

DATE: 04/27/2016

SUBJECT: Asphalt Smoothness Requirement

Bidders are advised that Subsection 907-403.03.2.1—Smoothness Tolerances for Mean Roughness Index (MRI) is removed from this project. Any incentive or disincentive for asphalt smoothness associated with (MRI) is also hereby eliminated from this project.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| **SECTION 904 - NOTICE TO BIDDERS NO. 3067**

CODE: (SP)

| **DATE: 04/14/2010**

**SUBJECT: Storm Water Discharge Associated with Construction Activity
(≥ 1 and < 5 Acres)**

Construction Storm Water General NPDES Permit MSR 15 to discharge storm water associated with construction activity is required. This project is granted permission to discharge treated storm water into State waters. Copies of said permit and Storm Water Pollution Prevention Plan (SWPPP) are on file with the Department.

Prior to the execution of the contract, the successful bidder shall execute and deliver to the Executive Director an original signed copy of the completed Prime Contractor Certification (Form No. 1).

Failure of the bidder to execute and file the completed Prime Contractor Certification (Form No. 1) shall be just cause for the cancellation of the award.

The executed Prime Contractor Certification (Form No. 1) shall be prima facie evidence that the bidder has examined the permit, is satisfied as to the terms and conditions contained therein, and that the bidder has the primary responsibility for meeting all permit terms and conditions including, but not limited to, the inspection and reporting requirements of Part IV. For this project, the Contractor shall furnish, set up and read, as needed, an on-site rain gauge.

The Contractor must furnish the Project Engineer a completed copy of the Small Construction Notice of Intent (SCNOI) along with the Contractor's Erosion Control Plan.

| The Contractor shall make inspections in accordance with [condition No. S-4, Page 13](#), and shall furnish the Project Engineer with the results of each weekly inspection as soon as possible following the date of inspection. The weekly inspections must be documented monthly on the Inspection and Certification Form, [a copy of which is provided](#). The Contractor's representative and the Project Engineer shall jointly review and discuss the results of the inspections so that corrective action can be taken. The Project Engineer shall retain copies of the inspection reports.

The Engineer will have the authority to suspend all work and/or withhold payments for failure of the Contractor to carry out provisions of MDEQ's Storm Water Construction General Permit, the erosion control plan, updates to the erosion control plan, and /or proper maintenance of the BMPs.

Securing a permit (s) for storm water discharge associated with the Contractor's activity on any other regulated area the Contractor occupies, shall be the responsibility of the Contractor.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 3612

CODE: (SP)

DATE: 08/10/2011

SUBJECT: Additional Erosion Control Requirements

Bidders are hereby advised of the following requirements that relate to erosion control activities on the project.

THE MAXIMUM TOTAL ACREAGE THAT CAN BE DISTURBED, AT ONE TIME, ON THE PROJECT IS NINETEEN (19) ACRES. THE CONTRACTOR SHALL BE REQUIRED TO STABILIZE DISTURBED AREAS PRIOR TO OPENING UP ADDITIONAL SECTIONS OF THE PROJECT. STABILIZED SHALL BE WHEN THE DISTURBED AREA MEETS ONE OF THE FOLLOWING CRITERIA:

- THE AREA HAS BEEN GRASSED, EITHER TEMPORARY OR PERMANENT, AND MULCHED ACCORDING TO THE SPECIFICATIONS, OR
- A CRUSHED STONE COURSE OR A LIFT OF ASPHALT PAVEMENT HAS BEEN PLACED, OR
- THE AREA HAS BEEN CHEMICALLY TREATED USING PORTLAND CEMENT OR LIME-FLY ASH, AND SEALED.

DISTURBED AREAS INCLUDE THE ROADBED, SLOPES AND REMAINING AREA OUT TO THE ROW LINE.

Clearing and Grubbing: Prior to beginning any clearing and grubbing operations on the project, controls shall be in place to address areas such as drainage structures, wetlands, streams, steep slopes and any other sensitive areas as directed by the Engineer. Clearing and grubbing should be limited to the minimum area necessary to construct the project. Grubbing operations should be minimized in areas outside the construction limits and stumps should be cut off flush with the existing ground elevations. A buffer area of at least fifteen (15) feet shall be in place adjacent to the right-of-way line and at least five (5) feet adjacent to stream banks. The buffer area can either be the existing vegetation that is left undisturbed or re-established by planting new vegetation if clearing and grubbing was required.

Unclassified Excavation: Cut sections shall be graded in accordance with the typical sections and plan grades. Permanent erosion control BMP's should be placed as soon as possible after the cut material has been moved. Fill sections that are completed shall have permanent erosion control BMP's placed. Fill sections that are not completed will be either permanently or temporarily grassed until additional material is made available to complete these sections. All unclassified excavation on the project will still be required to be moved prior to incorporating any borrow excavation on the project. The contractor may have to stockpile unclassified excavation in order to comply with the nineteen (19) acre requirement. No additional compensation will be made for stockpiling operations.

Disturbed areas that remain inactive for a period of more than fourteen (14) days shall be temporary grassed and mulched. Temporary grassing and mulching shall only be paid one time for a given area.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 4214

CODE: (IS)

| DATE: 11/29/2012

SUBJECT: Safety Apparel

Bidders are advised that the Code of Federal Regulations CFR 23 Part 634 final rule was adopted November 24, 2006 with an effective date of November 24, 2008. This rule requires that "All workers within the right-of-way of a Federal-Aid Highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel". High-visibility safety apparel is defined in the CFR as "personnel protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled American National Standard for High-Visibility Safety Apparel and Headwear". All workers on Mississippi State Highway right-of-way shall comply with this Federal Regulation. Workers are defined by the CFR as "people on foot whose duties place them within the right-of way of a Federal-Aid Highway, such as highway construction and maintenance forces, survey crews, utility crews, responders to incidents within the highway right-of-way, and law enforcement personnel when directing traffic, investigating crashes, and handling lane closures, obstructed roadways, and disasters within the right-of-way of a Federal-Aid Highway".

| More information regarding high visibility safety apparel can be found at the following sites.

<http://www.gpo.gov/fdsys/pkg/CFR-2008-title23-vol1/pdf/CFR-2008-title23-vol1-sec634-1.pdf>

<http://ops.fhwa.dot.gov/wz/resources/policy.htm#hv>

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904- NOTICE TO BIDDERS NO. 4473

CODE: (SP)

DATE: 04/08/2013

SUBJECT: Alternate Crushed Stone Base Bid Items

Bidders are advised that the Crushed Stone Base used on this project will be bid as an alternate pay item: $\frac{3}{4}$ "-inch and Down Crushed Stone Base, Size 825B Crushed Stone Base, or Size 610 Crushed Stone Base. Bidders must select one of the alternates at the time of bid. **The Contractor must use the selected crushed stone base throughout the entire project.**

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4488 LPA

CODE: (IS)

DATE: 05/01/2013

SUBJECT: DBE Forms, Participation and Payment

Bidders are hereby advised that the participation of a DBE Firm cannot be counted towards the Prime Contractor's DBE goal until the amount being counted towards the goal has been paid to the DBE.

Form OCR-482-LPA has been developed to comply with this requirement. Bidders are hereby advised that at the end of the job, the Prime Contractor will submit this form to the Project Engineer before the final estimate is paid and the project is closed out. This form certifies payments to all DBE Subcontractors over the life of the contract.

Form OCR-484-LPA has also been developed to comply with this requirement. Bidders are hereby advised that each month, the Prime Contractors will submit this form to the Project Engineer no later than the last day of each month. This form certifies payments to all Subcontractors and shows all firms even if the Prime Contractor has paid no monies to the firm during that estimate period (negative report). The Project Engineer will attach this form to the monthly estimate before forwarding the estimate to the Local Public Agency (LPA) Division for processing.

Bidders are also advised that Form OCR-485-LPA will be completed by ALL BIDDERS submitting a bid proposal and must be signed and included in the bid proposal package. If at least one copy of this form is not signed and included as part of bid proposal, your bid will be deemed irregular.

DBE Forms, including Forms OCR-482-LPA, OCR-484-LPA and OCR-485-LPA, can be obtained from the Office of Civil Rights Division, MDOT Administration Building, 401 North West Street, Jackson, MS, or at www.gomdot.com under *Business, Disadvantaged Enterprise, Applications and Forms for the DBE Program, MDOT Forms*.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4565

CODE: (SP)

DATE: 06/27/2013

SUBJECT: Manual on Uniform Traffic Control Devices

Any reference in the Standard Specifications or contract documents to a particular Section of the Manual on Uniform Traffic Control Devices (MUTCD) it shall mean that Section of the latest version of the Manual on Uniform Traffic Control Devices.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 4566

CODE: (SP)

| DATE: 07/02/2013

SUBJECT: DUNS Requirement for Federal Funded Projects

Bidders are advised that the Prime Contractor must maintain current registrations in the Central Contractor Registration (<http://www.sam.gov>) at all times during this project. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

Bidders are also advised that the following information needs to be completed and included in the bid documents:

DUNS: _____

Company Name: _____

Company e-mail address: _____

By: _____

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 5053

CODE: (SP)

DATE: 06/03/2014

SUBJECT: Contractor Correspondence

Bidders are advised that all correspondence concerning this project, other than correspondence related to the execution of the contract and sub-contracting, shall be sent to the Project Engineer. The Project Engineer will then forward any necessary correspondence to the appropriate Division. This includes general correspondence, submittals, shop drawings, requests for advancement of materials, etc.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO NOTICE TO BIDDERS NO. 5266 LPA

DATE: 11/15/2014

The goal is 2% percent for the Disadvantaged Business Enterprise. The low bidder is required to submit Form OCR-481 for all DBEs.

Delete the third paragraph under CONTRACT GOAL on page 2, and substitute the following.

The apparent lowest responsive bidder shall submit to the LPA Form OCR-481, signed by the Prime Contractor and the DBE Subcontractors, **no later than the 3rd business day after opening of the bids.**

LPA Projects: Delete entire Pre-Bid Section at the top of page 6.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 5266

CODE: (IS)

| DATE: 11/12/2014

**SUBJECT: DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID
HIGHWAY CONSTRUCTION**

This contract is subject to the "Moving Ahead for Progress in the 21st Century Act (MAP-21)" and applicable requirements of "Part 26, Title 49, Code of Federal Regulations". Portions of the Act are set forth in this Notice as applicable to compliance by the Contractor and all of the Act, and the MDOT DBE Program, is incorporated by reference herein.

The Department has developed a Disadvantaged Business Enterprise Program that is applicable to this contract and is made a part thereof by reference.

Copies of the program may be obtained from:

Office of Civil Rights
Mississippi Department of Transportation
P. O. Box 1850
Jackson, Mississippi 39215-1850

POLICY

It is the policy of the Mississippi Department of Transportation to provide a level playing field, to foster equal opportunity in all federally assisted contracts, to improve the flexibility of the DBE Program, to reduce the burdens on small businesses, and to achieve that amount of participation that would be obtained in a non-discriminatory market place. In doing so, it is the policy of MDOT that there will be no discrimination in the award and performance of federally assisted contracts on the basis of race, color, sex, age, religion, national origin, or any handicap.

ASSURANCES THAT CONTRACTORS MUST TAKE

MDOT will require that each contract which MDOT signs with a sub-recipient or a Contractor, and each subcontract the Prime Contractor signs with a Subcontractor, includes the following assurances:

“The Contractor, subrecipient or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federally assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MDOT deems appropriate.”

DEFINITIONS

For purposes of this provision the following definitions will apply:

"Disadvantaged Business" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individual(s) or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individual(s); and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individual(s) who own it. It is important to note that the business owners themselves must control the operations of the business. Absentee ownership or title ownership by an individual who does not take an active role in controlling the business is not consistent with eligibility as a DBE under CFR 49 Part 26.71.

CONTRACTOR'S OBLIGATION

The Contractor and all Subcontractors shall take all necessary and reasonable steps to ensure that DBE firms can compete for and participate in the performance of a portion of the work in this contract and shall not discriminate on the basis of race, color, national origin, religion or sex. Failure on the part of the Contractor to carry out the DBE requirements of this contract constitutes a breach of contract and after proper notification the Department may terminate the contract or take other appropriate action as determined by the Department.

When a contract requires a zero percent (0%) DBE goal, the Contractor still has the responsibility to take all necessary and reasonable steps to ensure that DBE firms can compete for and participate in the performance of the work in the contract. In this case, all work performed by a certified DBE firm is considered to be a "race neutral" measure and the Department will receive DBE credit towards the overall State goals when the DBE firm is paid for their work. If the Prime Contractor is a certified DBE firm, the Department can receive DBE credit only for the work performed by the Prime Contractor's work force or any work subcontracted to another DBE firm. Work performance by a non-DBE Subcontractor is not eligible for DBE credit.

CONTRACT GOAL

The goal for participation by DBEs is established for this contract in the attached Supplement. The Contractor shall exercise all necessary and reasonable steps to ensure that participation is equal to or exceeds the contract goal.

The percentage of the contract that is proposed for DBEs (1% or greater) shall be so stated on the last bid sheet of the proposal.

The apparent lowest responsive bidder shall submit to the Office of Civil Rights Form OCR-481, signed by the Prime Contractor and the DBE Subcontractors, no later than the 3rd business day after opening of the bids.

Form OCR-481 is available on the MDOT website at GoMDOT.com, then Divisions, Civil Rights, Forms, DBE, MDOT Projects, or by calling 601-359-7466.

FORMS ARE AVAILABLE FROM THE OFFICE OF CIVIL RIGHTS

The OCR-481 Form must contain the following information:

The name and address of each certified DBE Contractor / Supplier;

The Reference Number, percent of work and the dollar amount of each item. If a portion of an item is subcontracted, a breakdown of that item including quantities and unit price must be attached, detailing what part of the item the DBE firm is to perform and who will perform the remainder of the item.

If the DBE Commitment shown on the last bid sheet of the proposal, does not equal or exceed the contract goal, the bidder must submit, with the proposal, information to satisfy the Department that adequate good faith efforts have been made to meet the contract goal.

Failure of the lowest bidder to furnish acceptable proof of good faith efforts, submitted with the bid proposal, shall be just cause for rejection of the proposal. Award may then be made to the next lowest responsive bidder or the work may be readvertised.

The following factors are illustrative of matters the Department will consider in judging whether or not the bidder has made adequate good faith effort to satisfy the contract goal.

- (1) Whether the bidder attended the pre-bid meeting that was scheduled by the Department to inform DBEs of subcontracting opportunities;
- (2) Whether the bidder advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
- (3) Whether the bidder provided written notice to a reasonable number of specific DBEs that their interest in the contract is being solicited;
- (4) Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested;
- (5) Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goal;
- (6) Whether the bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;
- (7) Whether the bidder negotiated in good faith with interested DBEs and did not reject them as unqualified without sound reasons based on a thorough investigation of their capabilities; and

- (8) Whether the bidder made efforts to assist interested DBEs in obtaining any required bonding or insurance.
- (9) Whether the bidder has written notification to certified DBE Contractors soliciting subcontracting for items of work in the contract.
- (10) Whether the bidder has a statement of why an agreement was not reached.

The bidder's execution of the signature portion of the proposal shall constitute execution of the following assurance:

The bidder hereby gives assurance pursuant to the applicable requirements of "Moving Ahead for Progress in the 21st Century Act (MAP-21)" and applicable requirements of "Part 26, Title 49, Code of Federal Regulations" that the bidder has made a good faith effort to meet the contract goal for DBE participation for which this proposal is submitted.

DIRECTORY

A list of "Certified DBE Contractors" which have been certified as such by the Mississippi Department of Transportation and other Unified Certification Partners (UPC) can be found on the Mississippi Department of Transportation website at www.gomdot.com. The DBE firm must be certified at the time the project is let and approved by MDOT to count towards meeting the DBE goal.

REPLACEMENT

If a DBE Subcontractor cannot perform satisfactorily, and this causes the OCR-481 commitment to fall below the contract goal, the Contractor shall take all necessary reasonable steps to replace the DBE with another certified DBE Subcontractor or submit information to satisfy the Mississippi Department of Transportation that adequate good faith efforts have been made to replace the DBE. The replacement DBE must be a DBE who was on the Department's list of "Certified DBE Contractors" when the job was let, and who is still active. All DBE replacements must be approved by the Department.

Under no circumstances shall the Prime or any Subcontractor perform the DBE's work (as shown on the OCR-481) without prior written approval from the Department. See "Sanctions" at the end of this document for penalties for performing DBE's work.

When a Contractor proposes to substitute/replace/terminate a DBE that was originally named on the OCR-481, the Contractor must obtain a release, in writing, from the named DBE explaining why the DBE Subcontractor cannot perform the work. A copy of the original DBE's release must be attached to the Contractor's written request to substitute/replace/terminate along with appropriate Subcontract Forms for the substitute/replacement/terminated Subcontractor, all of which must be submitted to the DBE Coordinator and approved, in advance, by MDOT.

GOOD FAITH EFFORTS

To demonstrate good faith efforts to replace any DBE that is unable to perform successfully, the Contractor must document steps taken to subcontract with another certified DBE Contractor. Such documentation shall include no less than the following:

- (1) Proof of written notification to certified DBE Contractors by certified mail that their interest is solicited in subcontracting the work defaulted by the previous DBE or in subcontracting other items of work in the contract.
- (2) If the Prime Contractor is a certified DBE firm, only the value of the work actually performed by the DBE Prime can be counted towards the project goal, along with any work subcontracted to a certified DBE firm.
- (3) If the Contractor is not a DBE, the work subcontracted to a certified DBE Contractor will be counted toward the goal.
- (4) The Contractor may count toward the goal a portion of the total dollar value of a contract with a joint venture eligible under the standards of this provision equal to the percentage of the DBE partner in the joint venture.
- (5) Expenditures to DBEs that perform a commercially useful function may be counted toward the goal. A business is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work and carries out its responsibilities by actually performing, managing, and supervising the work involved.
- (6) The Contractor may count 100% of the expenditures for materials and supplies obtained from certified DBE suppliers and manufacturers that produce goods from raw materials or substantially alters them for resale provided the suppliers and manufacturers assume the actual and contractual responsibility for the provision of the materials and supplies. The Contractor may count sixty percent (60%) of the expenditures to suppliers that are not manufacturers, provided the supplier performs a commercially useful function in the supply process. Within 30 days after receipt of the materials, the Contractor shall furnish to the DBE Coordinator invoices from the certified supplier to verify the DBE goal.
- (7) Any work that a certified DBE firm subcontracts or sub-subcontracts to a non-DBE firm will not count towards the DBE goal.
- (8) Only the dollars actually paid to the DBE firm may be counted towards the DBE goal.

Failure of the Contractor to demonstrate good faith efforts to replace a DBE Subcontractor that cannot perform as intended with another DBE Subcontractor, when required, shall be a breach of contract and may be just cause to be disqualified from further bidding for a period of up to 12 months after notification by certified mail.

PRE-BID MEETING

A pre-bid meeting will be held in Amphitheater 1 & 2 of the Hilton Jackson located at I-55 and County Line Road, Jackson, Mississippi at 2:00 P.M. on the day preceding the date of the bid opening.

This meeting is to inform DBE firms of subcontracting and material supply opportunities. Attendance at this meeting is considered of prime importance in demonstrating good faith effort to meet the contract goal.

PARTICIPATION / DBE CREDIT

Participation shall be counted toward meeting the goal in this contract as follows:

- (1) If the Prime Contractor is a certified DBE firm, only the value of the work actually performed by the DBE Prime can be counted towards the project goal, along with any work subcontracted to a certified DBE firm.
- (2) If the Contractor is not a DBE, the work subcontracted to a certified DBE Contractor will be counted toward the goal.
- (3) The Contractor may count toward the goal a portion of the total dollar value of a contract with a joint venture eligible under the standards of this provision equal to the percentage of the DBE partner in the joint venture.
- (4) Expenditures to DBEs that perform a commercially useful function may be counted toward the goal. A business is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work and carries out its responsibilities by actually performing, managing, and supervising the work involved.
- (5) The Contractor may count 100% of the expenditures for materials and supplies obtained from certified DBE suppliers and manufacturers that produce goods from raw materials or substantially alters them for resale provided the suppliers and manufacturers assume the actual and contractual responsibility for the provision of the materials and supplies. The Contractor may count sixty percent (60%) of the expenditures to suppliers that are not manufacturers, provided the supplier performs a commercially useful function in the supply process. Within 30 days after receipt of the materials, the Contractor shall furnish to the DBE Coordinator invoices from the certified supplier to verify the DBE goal.
- (6) Any work that a certified DBE firm subcontracts or sub-subcontracts to a non-DBE firm will not count towards the DBE goal.
- (7) Only the dollars actually paid to the DBE firm may be counted towards the DBE goal.

AWARD

Award of this contract to the low bidder will be contingent upon the following conditions:

- (1) Concurrence from Federal Highway Administration, when applicable.
- (2) Bidder must submit to the Office of Civil Rights for approval, Form OCR-481 (DBE Commitment) no later than the 3rd business day after opening of the bids, or submit information with the bid proposal to satisfy the Department and that adequate good faith efforts have been made to meet the contract goal. For answers to questions regarding Form OCR-481, contact the MDOT Office of Civil Rights at (601) 359-7466.
- (3) Bidder must submit an OCR-485 listing all firms that submitted quotes for material supplies or items to be subcontracted. Please make and add copies of this form when needed or attach additional sheets containing the information required by the form and add these sheets to the bid proposal. Form OCR-485 must be signed and submitted with the bid proposal. If at least one copy of this form is not signed and included as part of bid proposal, your bid will be deemed irregular.

Prior to the start of any work, the bidder must notify the Project Engineer, in writing, of the name of the designated "DBE Liaison Officer" for this project. This notification must be posted on the bulletin board at the project site.

DEFAULT

The contract goal established by MDOT in this proposal of 1% or greater must be met to fulfill the terms of the contract. The Contractor may list DBE Subcontractors and items that exceed MDOT's contract goal, but should unforeseen problems arise that would prevent a DBE from completing its total commitment percentage, the Contractor will meet the terms of the contract as long as it meets or exceeds MDOT's Contract Goal. For additional information, refer to "Replacement" section of this Notice.

DBE REPORTS

- (1) OCR-481: Refer to "CONTRACT GOAL" section of this Notice to Bidders for information regarding this form.
- (2) OCR-482: At the conclusion of the project the Contractor will submit to the Project Engineer for verification of quantities and further handling Form OCR-482 whereby the Contractor certifies to the amounts of payments made to each Contractor / Supplier. The Project Engineer shall submit the completed Form OCR-482 to the DBE Coordinator (Office of Civil Rights). Final acceptance of the project is dependent upon Contract Administration Division's receipt of completed Form OCR-482 which they will receive from the Office of Civil Rights.
- (3) OCR-483: The Project Engineer/Inspector will complete Form OCR-483, the Commercially Useful Function (CUF) Performance Report, in accordance with MDOT

S.O.P. No. OCR-03-09-01-483. Evaluations reported on this form are used to determine whether or not the DBE firm is performing a CUF. The Prime Contractor should take corrective action when the report contains any negative evaluations. DBE credit may be disallowed and/or other sanctions imposed if it is determined the DBE firm is not performing a CUF. This form should also be completed and returned to the DBE Coordinator (Office of Civil Rights).

- (4) OCR-484: Each month, the Contractor will submit to the Project Engineer OCR-484 certifying payments to all Subcontractors. This OCR-484 will be attached to the monthly estimate for further processing. Failure of the Contractor to submit the OCR-484 will result in the estimate not being processed or paid.
- (5) OCR-485: Bidder must submit signed form with bid proposal of all firms that submitted quotes for material supplies or items to be subcontracted. Please make and add copies of this form when needed or attach additional sheets containing the information required by the form and add these sheets to the bid proposal. If at least one copy of this form is not signed and included as part of bid proposal, your bid will be deemed irregular.
- (6) OCR-487: Only used by Prime Contractors that are certified DBE firms. This form is used in determining the exact percentage of DBE credit for the specified project. It should be returned to MDOT with the OCR-481 form, or can also be returned with the Permission to Subcontract Forms (CAD-720, CAD-725 and CAD-521).

SANCTIONS

The Department has the option to enforce any of the following penalties for failure of the Prime Contractor to fulfill the DBE goal as stated on the OCR-481 form or any violations of the DBE program guidelines:

- (1) Disallow credit towards the DBE goal
- (2) Withhold progress estimate payments
- (3) Deduct from the final estimate or recover an amount equal to the unmet portion of the DBE goal which may include additional monetary penalties as outlined below based on the number of offenses and the severity of the violation as determined by MDOT.

1 st Offense	10% of unmet portion of goal	or	\$5,000 lump sum payment	or	Both
2 nd Offense	20% of unmet portion of goal	or	\$10,000 lump sum payment	or	Both
3 rd Offense	40% of unmet portion of goal	or	\$20,000 lump sum payment	or	\$20,000 lump sum payment and debarment
- (4) Debar the Contractor involved from bidding on Mississippi Department of Transportation projects.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 5405

CODE: (SP)

| DATE: 02/11/2015

SUBJECT: Traffic Control Devices

Bidders are advised of the following two changes regarding traffic control devices.

Flashing Arrow Panels

| In Subsection 619.02.5 of the Standard Specifications, it states that flashing arrow panels shall meet the requirements of Section 6F.53 of the MUTCD. The new MUTCD has changed this reference to Section 6F.61. Flashing arrow panels on this project must meet the requirements of Section 6F.61 of the latest MUTCD.

Type III Barricade Rails

The use of 2-inch nominal thickness timber for rails on Type III barricades has not been approved by NCHRP as a crashworthy device. Therefore, the use of 2-inch nominal thickness timbers will not be allowed for rails on Type III Barricades. Timber rails for Type III Barricades shall be as follows.

- For barricades up to four feet (4') wide, the maximum thickness of timber rails shall be one inch (1") and the material shall be pine timber or ¾-inch ACX plywood.
- For barricades more than four feet (4') wide, timber rails shall be constructed of ¾-inch ACX plywood.

A list of crashworthy Type III Barricades can be found at the below FHWA website.

http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/wzd/

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

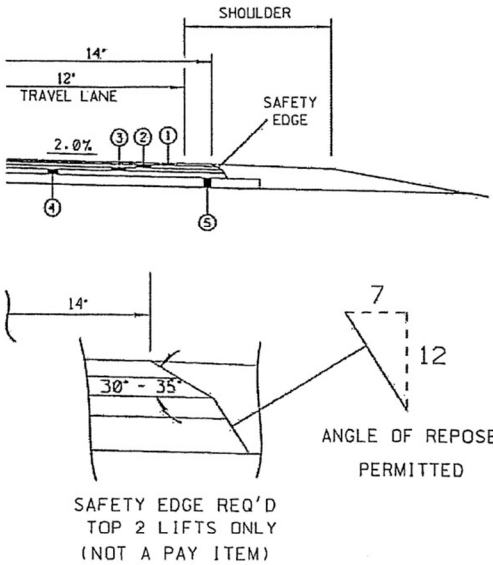
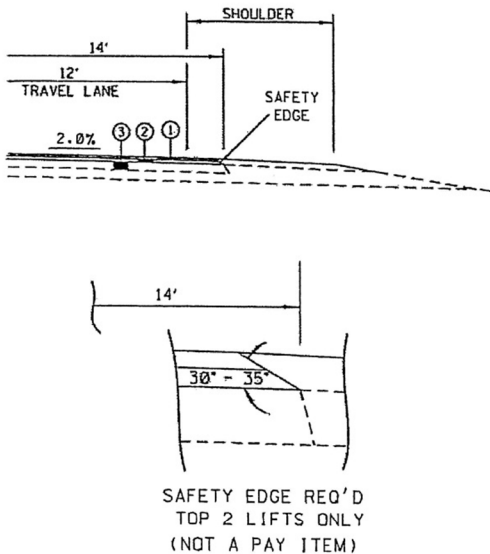
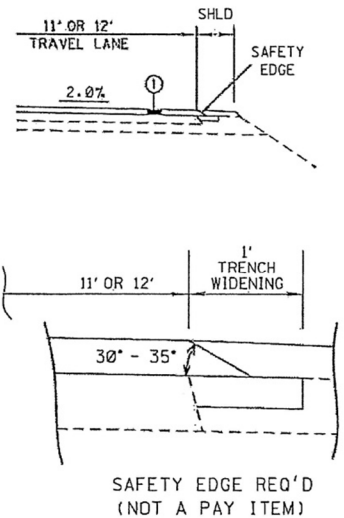
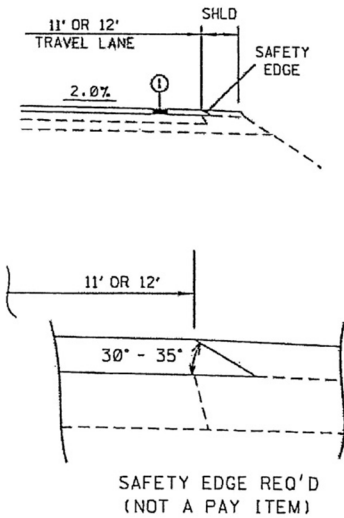
| SECTION 904 - NOTICE TO BIDDERS NO. **5411**

CODE: (SP)

| DATE: **02/17/2015**

SUBJECT: **Safety Edge**

| Bidders are hereby advised that the Shoulder Wedge (Safety Edge) specified in Special Provision 907-401, [Asphalt Pavements](#), shall only apply to the top two (2) lifts of asphalt. [Open Graded Friction Courses \(OGFC\)](#) are not to be considered a lift as it pertains to safety edge. Attached is a drawing showing the safety edge.

 NEW CONSTRUCTION	 OVERLAY 14' PAVEMENT
 OVERLAY 11' OR 12' PAVEMENT WITH TRENCH WIDENING	 OVERLAY 11' OR 12' PAVEMENT WITHOUT TRENCH WIDENING
SAFETY EDGE DETAILS 4/8/2011	

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 5412

CODE: (SP)

DATE: 02/18/2015

SUBJECT: Weight Limits

Bidders are hereby advised that all trucks hauling materials to and from this project shall comply with the legal weight limits as established by law. MDOT will not compensate the Contractor for any portion of a load delivered to the project in excess of the legal limit for that truck.

Vehicles relying on harvest permits are limited to hauling only those materials set forth in Section 27-19-81(4) of the Mississippi Code, as amended.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 5865 LPA

CODE: (SP)

DATE: 11/30/2015

SUBJECT: Sampling and Testing of Concrete on Small LPA Projects

Bidders are advised that the following concrete items will be tested at a reduced amount and will not be accepted based on the Quality Control / Quality Assurance (QC/QA) requirements of Section 804 of the specifications.

<u>Section</u>	<u>Description</u>
221	Paved Ditches
601	Minor Structures - manholes, inlets, catch basins, junction boxes, pipe headwalls, and pipe collars.
605	Edge Drain and Underdrain Outlet Pads
606	Guardrail Anchors
607	Fence Post Footings
608	Sidewalks
609	Curb and Gutter
614	Driveways
616	Median and Island Pavement
630	Sign Footings, except Overhead Sign Supports

The material requirements for the above pay items are as follows:

1. Cement and aggregates for concrete items shall be from approved sources. Concrete shall be produced from a concrete batch plant which has a current plant calibration. The Project Engineer shall furnish plant inspection as deemed necessary for control. The producer shall furnish with each load of concrete a delivery ticket containing the following information:
 - a. Project Number
 - b. Class Concrete
 - c. Weight of Cement
 - d. Free Water in Aggregate (gallons)
 - e. Weight of Fine Aggregate
 - f. Weight of Coarse Aggregate
 - g. Water in Mix (gallons)
 - h. Number of Revolutions Mixed
 - i. Time of Batching
2. The Contractor is required to submit mix designs to accomplish this work in accordance with Section 804.
3. A set of three cylinders, slump test, and air test will be performed on the first day of production for each mix design. The compressive strength test shall be the average of three cylinders.
4. An additional set of cylinders, slump test, and air test will be performed at a minimum of rate of one per 100 cubic yards of mix produced.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 5866 LPA

CODE: (SP)

| DATE: 10/28/2015

SUBJECT: Payroll Requirements

Bidders are hereby advised that the Contractor and Subcontractor(s) are required to submit payroll information to the Project Engineers on a weekly basis.

On Federal-Aid Projects, LPA-880, LPA-881 and certified payroll submissions are required each week the Contractor or a Subcontractor performs work on the project. This is addressed in Section IV of Form FHWA-1273.

On State-Funded Projects, LPA-880 is required each week the Contractor or a Subcontractor performs work on the project.

| When no work is performed on either Federal-Aid or State-Funded Projects, the Contractor should only submit LPA-880 showing no work activities.

The Contractor shall make all efforts necessary to submit this information to the Project Engineer in a weekly manner. The Engineer will have the authority to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to submit the required information. Submission of forms and payrolls shall be current through the first full week of the month for the estimate period in order for the Project Engineer to process an estimate.

Bidders are advised to review the requirements regarding payroll submissions in Section 110 of the Standard Specifications.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 7001

CODE: (SP)

DATE: 1/7/2015

SUBJECT: Contract Time

PROJECT: HPP-7194-00(003)LPA/105845-801000

The completion of work to be performed by the Contractor for this project will not be a specified date but shall be when all allowable working days are assessed, or any extension thereto as provided in Subsection 907-108.06.

The Notice of Award will be issued within 60 days of the bid opening date and the effective date of the Notice to Proceed / Beginning of Contract Time Date will be within two months following the Date of the Notice of Execution of Contract Letter.

The Contractor shall request a Notice to Proceed / Beginning of Contract Time Date **in writing** after receiving the Notice of Execution of Contract Letter and the date requested should be within the two month period following the Date of the Notice of Execution of Contract Letter. The Contractor's **written request** for the Notice to Proceed Date should be given a **minimum of seven (7) calendar days** in advance of the Notice to Proceed Date requested.

Should the Contractor not request a Notice to Proceed Date within the two months allowed, the date for the Notice to Proceed / Beginning of Contract Time will be two months after the Date of the Notice of Execution of Contract Letter.

120 Working Days have been allowed for the completion of work on this project.

A Preconstruction Conference as required by Subsection 907-108.03.2 should be held prior to commencement of any field work by the Contractor.

Any fabrication of needed materials can begin after the contract has been executed and submittals are approved.

It is understood that the Anticipated Notice to Proceed Date shown in the Progress Schedule in the Contract Documents will move based on the date requested by the Contractor. All work phases will also move accordingly but the starting and stopping working days and corresponding total working days for each phase will remain constant unless a different progress schedule is submitted by the Contractor and approved.

General Decision Number: MS160235 04/08/2016 MS235

Superseded General Decision Number: MS20150235

State: Mississippi

Construction Type: Highway

County: Forrest County in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	04/08/2016

* ELEC0903-006 12/01/2015

	Rates	Fringes
ELECTRICIAN.....	\$ 25.30	12.5%+4.00

SUMS2010-054 08/04/2014

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 12.00	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 11.54	1.63
HIGHWAY/PARKING LOT STRIPING:		
Truck Driver (Line Striping		
Truck).....	\$ 14.55	0.00
INSTALLER - SIGN.....	\$ 12.19	0.00
INSTALLER: Guardrail.....	\$ 12.39	0.00
IRONWORKER, REINFORCING.....	\$ 16.44	0.00
LABORER: Common or General,		
Including Asphalt Raking,		
Shoveling, Spreading.....	\$ 10.34	0.00
LABORER: Flagger.....	\$ 11.42	0.00
LABORER: Grade Checker.....	\$ 14.82	0.00
LABORER: Luteman.....	\$ 12.88	0.00

LABORER: Mason Tender -		
Cement/Concrete.....	\$ 10.57	0.00
LABORER: Pipelayer.....	\$ 14.50	0.00
LABORER: Laborer-Cones/ Barricades/Barrels -		
Setter/Mover/Sweeper.....	\$ 12.17	0.00
OPERATOR: Asphalt Spreader.....	\$ 14.71	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.20	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 11.86	0.00
OPERATOR: Broom/Sweeper.....	\$ 10.94	0.00
OPERATOR: Bulldozer.....	\$ 13.99	0.00
OPERATOR: Concrete Saw.....	\$ 13.93	0.00
OPERATOR: Crane.....	\$ 14.80	0.00
OPERATOR: Distributor.....	\$ 11.46	0.00
OPERATOR: Grader/Blade.....	\$ 16.09	0.00
OPERATOR: Loader.....	\$ 13.99	0.00

OPERATOR: Mechanic.....	\$ 13.00	0.00
OPERATOR: Milling Machine.....	\$ 16.96	0.00
OPERATOR: Oiler.....	\$ 12.22	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 11.56	0.00
OPERATOR: Roller (All Types)....	\$ 12.17	0.00
OPERATOR: Scraper.....	\$ 14.00	0.00
OPERATOR: Tractor.....	\$ 12.00	0.00
SURVEYOR (Staking, Marking and Brush Clearing).....	\$ 11.56	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.72	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 14.18	0.00
TRUCK DRIVER: Mechanic.....	\$ 12.31	0.00
TRUCK DRIVER: Water Truck.....	\$ 17.08	0.00
TRUCK DRIVER: Dump Truck (All Types).....	\$ 11.58	0.00
TRUCK DRIVER: Semi/Trailer Truck.....	\$ 14.36	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of

the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

SUPPLEMENT TO FORM FHWA-1273

DATE: 01/06/2016

SUBJECT: Final Certificate and Contract Provisions for Subcontracts

All subcontracts shall be in writing and contain all pertinent provisions and requirements of the prime contract.

Each "Request for Permission to Subcontract" (Mississippi Department of Transportation Form CAD-720) shall include a copy of subcontract upon request for review by the Mississippi Department of Transportation. The federal contract provisions may be omitted from the subcontract copy submitted for review provided the Contractor certifies that the provisions will be physically incorporated into the agreement furnished to the Subcontractor.

In lieu of submitting a copy of the subcontract for review, the Contractor may certify that the subcontract agreement is in writing and that it contains all the requirements and pertinent provisions of the prime contract.

Each Subcontractor will be required to provide a copy of the subcontract agreement for contract compliance reviews, along with physical evidence (copy of FHWA-1273) that requirements and pertinent provisions have been provided for review and adherence.

The Contractor is hereby advised of the requirements set forth in the following Attachment (Title 46 - Shipping) as it pertains to the implementation of Cargo Preference Act (CPA) requirements in the Federal-aid Highway Program.

By signing this contract, the Contractor agrees to conform to the requirements of the CPA.

Attachment

Title 46- Shipping

Volume: 8

Date: 2014-10-01

Original Date: 2014-10-01

Title: Section 381.7 - Federal Grant, Guaranty, Loan and Advance at Funds Agreements.

Context: Title 46- Shipping. CHAPTER II- MARITIME ADMINISTRATION, DEPARTMENT OF TRANSPORTATION. SUBCHAPTER J - MISCELLANEOUS. PART 381 - CARGO PREFERENCE-U.S.- FLAG VESSELS.

§ 381.7 Federal Grant, Guaranty, Loan and Advance of Funds Agreements.

In order to insure a fair and reasonable participation by privately owned United States-flag commercial vessels in transporting cargoes which are subject to the Cargo Preference Act of 1954 and which are generated by U.S. Government Grant, Guaranty, Loan and/or Advance of Funds Programs, the head of each affected department or agency shall require appropriate clauses to be inserted in those Grant, Guaranty, Loan and/or Advance of Funds Agreements and all third party contracts executed between the borrower/grantee and other parties, where the possibility exists for ocean transportation of items procured, contracted for or otherwise obtained by or on behalf of the grantee, borrower, or any of their contractors or subcontractors. The clauses required by this part shall provide that at least 50 percent of the freight revenue and tonnage of cargo generated by the U.S. Government Grant, Guaranty, Loan or Advance of Funds be transported on privately owned United States-flag commercial vessels. These clauses shall also require that all parties provide to the Maritime Administration the necessary shipment information as set forth in § 381.3. A copy of the appropriate clauses required by this part shall be submitted by each affected agency or department to the Secretary, Maritime Administration, for approval no later than 30 days after the effective date of this part. The following are suggested acceptable clauses with respect to the use of United States-flag vessels to be incorporated in the Grant, Guaranty, Loan and/or Advance of Funds Agreements as well as contracts and subcontracts resulting therefrom:

(a) *Agreement Clauses.* "Use of United States-flag vessels:

"(1) Pursuant to Pub. L 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

"(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."

(b) *Contractor and Subcontractor Clauses.* "Use of United States-flag vessels: The contractor agrees --

"(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

"(2) To furnish within 20 days following the date of loading for shipments originating within the United

States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

"(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

(Reorganization Plans No.21 of 1950(64 Stat. 1273) and No. 7 of 1961 (75 Stat. 840) as amended by Pub. L 91.469 (84 Stat 1036) and Department of Commerce Organization Order 10-8 (38 FR 19707, July 23, 1973)) (42 FR 57126, Nov. 1, 1977]

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**NOTICE OF REQUIREMENTS FOR AFFIRMATIVE
ACTION TO ENSURE EQUAL EMPLOYMENT
OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goal for female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work, is 6.9%.

Until further notice	Goals for minority participation for each trade (percent)
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SHSA Cities:

Pascagoula - Moss Point -----	16.9
Biloxi - Gulfport -----	19.2
Jackson -----	30.3

SMSA Counties:

Desoto -----	32.3
Hancock, Harrison, Stone-----	19.2
Hinds, Rankin -----	30.3
Jackson -----	16.9

Non-SMSA Counties:

George, Greene-----	26.4
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Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Clay, Coahoma, Grenada, Itawamba, Lafayette, Lee, Leflore, Marshall, Monroe, Montgomery, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Washington, Webster, Yalobusha -----	26.5
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Attala, Choctaw, Claiborne, Clarke, Copiah, Covington, Franklin, Holmes, Humphreys, Issaquena, Jasper, Jefferson, Jefferson Davis, Jones Kemper, Lauderdale, Lawrence, Leake, Lincoln, Lowndes, Madison, Neshoba, Newton, Noxubee, Oktibbeha, Scott, Sharkey, Simpson, Smith, Warren, Wayne, Winston, Yazoo-----	32.0
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Forrest, Lamar, Marion, Pearl River, Perry, Pike, Walthall-----	27.7
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Adams, Amite, Wilkinson -----	30.4
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These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in CFR Part 60-4 shall be based on its implementation of the Equal Opportunity clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4.2(d). Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is to the county and city (if any), stated in the advertisement.

5. The notification required in Paragraph 3 shall be addressed to the following:

Contract Compliance Officer
Mississippi Department of Transportation
P.O. Box 1850
Jackson, Mississippi 39215-1850

(06/28/2012)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-101-4

CODE: (IS)

DATE: 11/05/2008

SUBJECT: Definitions

Section 101, Definitions and Terms, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-101.02--Definitions. Replace the following definitions in Subsection 101.02 on pages 3 through 13.

Contract - The written agreement between the Mississippi Transportation Commission and the Contractor setting forth the obligations of the parties thereunder, including but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment.

The contract includes the invitation for bids, proposal, contract form and contract bonds, specifications, supplemental specifications, interim specifications, general and detailed plans, special provisions, notices to bidders, notice to proceed, and also any agreements that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.

Contract Bonds - The approved form of security, executed by the Contractor and the Contractor's Surety(ies), guaranteeing complete execution of the contract and all supplemental agreements pertaining thereto and the payment of all legal debts pertaining to the construction of the project. This term includes Performance and Payment Bond(s).

Surety - A corporate body, qualified under the laws of Mississippi, which is bound with and for the successful bidder by "contract bond(s)" to guarantee acceptable performance of the contract and payment of all legal taxes and debts pertaining to the construction of the project, including payment of State Sales Tax as prescribed by law, and any overpayment made to the Contractor.

Add the following to the list of definitions in Subsection 101.02 on pages 3 through 13.

Performance Bond - The approved form of security, executed by the Contractor and issued by the Contractor's Surety(ies), guaranteeing satisfactory completion of the contract and all supplemental agreements pertaining thereto.

Payment Bond - The approved form of security, executed by the Contractor and issued by the Contractor's Surety(ies), guaranteeing the payment of all legal debts pertaining to the construction of the project including, but not limited to, the labor and materials of subcontractors and suppliers to the prime contractor.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-102-4 LPA

CODE: (SP)

DATE: 04/29/2014

SUBJECT: Bidding Requirements and Conditions

907-102.06--Preparation of Proposal. Delete the fifth, sixth, seventh, eighth, and ninth paragraphs of Subsection 102.06 on page 18.

907-102.08--Proposal Guaranty. Delete the two paragraphs in Subsection 102.08 on page 20 and substitute the following:

No proposal will be considered unless accompanied by certified check, cashier's check or bid bond, made payable to the LPA listed in the contract, in an amount of not less than five percent (5%) of the total amount of the proposal offered. The guaranty shall be evidence of good faith that, if awarded the contract, the bidder will execute the contract and give performance and payment contract bond(s) as stipulated in Subsection 907-103.05.1, 907-103.05.2, and as required by law.

If a bid bond is offered as guaranty, the bond must be on a form approved by the Chief LPA Official, made by a Surety acceptable to the Chief LPA Official and signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent and the Bidder. Such bid bond shall also conform to the requirements and conditions stipulated in Subsection 907-103.05.2 as applicable.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-103-11

CODE: (SP)

| DATE: 07/22/2015

SUBJECT: Award and Execution of Contract

Section 103, Award and Execution of Contract, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-103.04--Return of Proposal Guaranty. Delete the second paragraph of Subsection 103.04 on page 23 and substitute the following:

Certified checks or cashier's checks submitted as proposal guaranties, except those of the two lowest bidders, will be returned within 10 days of contract award. The retained proposal guaranty of the unsuccessful of the two lowest bidders will be returned within ten days following the execution of a contract with the successful low bidder. The retained proposal guaranty of the successful bidder will be returned after satisfactory performance and payment bonds have been furnished and the contract has been executed.

In the event all bids are rejected by the Commission, certified checks or cashier's checks submitted as proposal guaranty by all bidders will be returned within 10 days of rejection.

Delete Subsection 103.05 on page 23 and substitute the following:

907-103.05--Contract Bonds.

907-103.05.1--Requirement of Contract Bonds. Prior to the execution of the contract, the successful bidder shall execute and deliver to the Executive Director a performance and payment bond(s), in a sum equal to the full amount of the contract as a guaranty for complete and full performance of the contract and the protection of the claimants and the Department for materials and equipment and full payment of wages in accordance with Section 65-1-85 Miss. Code Ann. (1972 as amended). In the event of award of a joint bid, each individual, partnership, firm or corporation shall assume jointly the full obligations under the contract and the contract bond(s).

907-103.05.2--Form of Bonds. The form of bond(s) shall be that provided by or acceptable to the Department. These bonds shall be executed by a Mississippi agent or qualified nonresident agent and shall be accompanied by a certification as to authorization of the attorney-in-fact to commit the Surety company. A power of attorney exhibiting the Surety's original seal supporting the Mississippi agent or the qualified nonresident agent's signature shall be furnished with each bond. The Surety company shall be currently authorized and licensed in good standing to conduct business in the State of Mississippi with a minimum rating by A.M. Best of (A-) in the latest printing "Best's Key Rating Guide" to write individual bonds up to ten percent of the policy holders' surplus or listed on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as

published by the United States Department of the Treasury, Financial Management Service, Circular 570 (latest revision as published and supplemented on the Financial Management Service Web site and in the Federal Register) within the underwriting limits listed for that Surety. The Mississippi agent or qualified nonresident agent shall be in good standing and currently licensed by the Insurance Commissioner of the State of Mississippi to represent the Surety company(ies) executing the bonds.

Surety bonds shall continue to be acceptable to the Commission throughout the life of the Contract and shall not be canceled by the Surety without the consent of the Department. In the event the Surety fails or becomes financially insolvent, the Contractor shall file a new Bond in the amount designated by the Executive Director within thirty (30) days of such failure, insolvency, or bankruptcy. Subsequent to award of Contract, the Commission or the Department may require additional security for any supplemental agreements executed under the contract or replacement security in the event of the surety(ies) loss of the ratings required above. Suits concerning bonds shall be filed in the State of Mississippi and adjudicated under its laws without reference to conflict of laws principles.

907-103.08--Failure to Execute Contract. In the first sentence of Subsection 103.08 on page 24, change “bond” to “performance and payment bonds”.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-104-5

CODE: (IS)

DATE: 05/01/2013

SUBJECT: Scope of Work

Section 104, Scope of Work, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-104.05--Removal and Disposal of All Materials From the Project. Delete the second sentence of the first full paragraph of Subsection 104.05 on page 30 and substitute the following:

The Contractor shall also furnish the Engineer a certified letter stating that the area of disposal is not in a wetland or in Waters of the U.S.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-105-8

CODE: (SP)

DATE: 11/20/2014

SUBJECT: Control of Work

Section 105, Control of Work, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is modified as follows.

907-105.04--Coordination of Plans, Specifications, Interim Specifications, Special Provisions and Notice to Bidders. Delete the second full paragraph of Subsection 105.04 on page 35, and substitute the following.

In case of a conflict between plan quantities, advertisement quantities, and/or bid sheet quantities, the bid sheet quantities shall prevail.

907-105.05--Cooperation by Contractor. Delete Subsection 105.05 on page 35 and substitute the following.

907-105.05--Cooperation by Contractor. The Contractor shall give the work the attention necessary to expedite its progress, and shall cooperate with the Engineer, inspectors and other Contractors in every possible way.

907-105.05.1--Project Superintendent. The Contractor shall have a competent and experienced full time resident superintendent who is capable of reading and understanding the plans and specifications for the particular work being performed. The superintendent shall be on the project site at any time work is being performed by the Prime Contractor or any Subcontractors. The superintendent shall advise the Project Engineer of an intended absence from the work and designate a person to be in charge of the work during such absence. The superintendent shall receive instructions from the Engineer or authorized representative. Upon issuance of the Notice to Award, the Contractor or duly appointed agent authorized to bind the Contractor shall file with the Executive Director the name and address of the superintendent who will supervise the work with copies to the Construction Engineer, Contract Administration Engineer, District Engineer and Project Engineer. The Executive Director shall be immediately notified in writing with copies to those stated when a change is made in the Contractor's superintendent or superintendent's address. The superintendent shall have full authority to execute orders or directives of the Engineer without delay and to promptly supply materials, equipment, labor and incidentals as may be required. Such superintendence shall be furnished irrespective of the amount of work sublet.

907-105.05.2--Certified Erosion Control Person. On projects that require an erosion control plan, the Contractor shall also designate a responsible person whose primary duty shall be to monitor and maintain the effectiveness of the erosion control plan, including NPDES permit

requirements. This responsible person must be a Certified Erosion Control Person certified by an organization approved by the Department. Prior to or at the pre-construction conference, the Contractor shall designate in writing the Certified Erosion Control Person to the Project Engineer. The designated Certified Erosion Control Person shall be assigned to only one (1) project. When special conditions exist, such as two (2) adjoining projects or two (2) projects in close proximity, the Contractor may request in writing that the State Construction Engineer approve the use of one (1) Certified Erosion Control Person for both projects. The Contractor may request in writing that the Engineer authorize a substitute Certified Erosion Control Person to act in the absence of the Certified Erosion Control Person. The substitute Certified Erosion Control Person must also be certified by an organization approved by the Department. A copy of the Certified Erosion Control Person's certification must be included in the Contractor's Protection Plan as outlined in Subsection 907-107.22.1. This in no way modifies the requirements regarding the assignment and availability of the superintendent.

907-105.14--Maintenance During Construction. Before the first sentence Subsection 105.14 on page 39, add the following.

The Contractor will be responsible for the maintenance of existing roadways within the limits of this project starting on the date of the Notice To Proceed / Beginning of Contract Time. Anytime work is performed in a travel lane, the Contractor shall install portable lane closure signs meeting the requirement of the MDOT Standard Drawing or MUTCD.

907-105.16--Acceptance. Delete Subsection 105.16 on pages 40 and 41, and substitute the following.

907-105.16--Acceptance.

907-105.16.1--Partial Acceptance of a Unit. When the Contractor has completed a unit of the work such as an interchange, a structure, a portion of the road or pavement or one project of a multi-project contract, the Contractor may request the Engineer to make a final inspection of that unit; or the Executive Director may order a final inspection of the unit if it is in the public's interest. If the Engineer finds upon inspection that the unit has been completed in compliance with the contract and it is a complete facility which can be made available to the public or made available for the prosecution of work under another contract, the Executive Director may conditionally accept the unit and conditionally relieve the Contractor of certain contractual responsibilities as defined in the release.

In the event items of work covered by such release are found to be defective or deficient as evidenced by unsatisfactory test reports of materials incorporated in the work or other engineering determination, the release shall terminate upon written notification to the Contractor. The Contractor shall make all corrections, restorations, constructions or reconstructions deemed necessary and shall resume all contractual responsibilities until all corrective measures have been made in accordance with the terms of the contract.

Partial acceptance does not constitute final acceptance of the work, or any part thereof, nor in any way void or alter any of the terms of the contract.

Relief from "certain contractual responsibilities" as indicated herein may, or may not, include:

- (a) Further maintenance of the defined limits of the partially accepted work.
- (b) Further public liability for the defined limits of the partially accepted work.
- (c) Further liability for liquidated damages as applicable to the value of the partially accepted work when the quantities for the partially accepted work are separate quantities listed on the Summary of Quantities sheet of the plans, and the separate quantities and the total amounts thereof are listed on the Engineer's Estimate. Otherwise, no reduction in liquidated damages will be made because of such partial acceptance.

Unless specifically provided in the contract, the liability for liquidated damages shall not be reduced to less than that applicable under the contract for an amount of such work equal to at least fifty percent (50%) of the total amount of work under the contract.

907-105.16.2--Partial Maintenance Release of a Project. Upon written notice from the Contractor of presumptive completion of all the work and upon due notice from the Resident or Project Engineer, the Engineer will make an inspection.

If the inspection discloses any work as being unsatisfactory or incomplete, the Engineer will discuss in detail with the Contractor all discrepancies in the work. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed.

However, if during the final inspection the Engineer determines that all work has been satisfactorily completed save that of growth and coverage of plant establishment on all or part of the work, the Engineer may recommend partial release of all work except items related to growth and coverage. Upon such recommendation, the Contractor will be given a partial release of maintenance and shall be released from further contractual liabilities for the completed work. The Contractor will retain responsibility for plant establishment and all maintenance and repairs appurtenant thereto until satisfactory growth and coverage is achieved.

907-105.16.3--Final Maintenance Release of a Project. Upon written notice from the Contractor of presumptive completion of all the work and upon due notice from the Resident or Project Engineer, the Engineer will make an inspection. If all work provided by the contract has been completed to the Engineer's satisfaction, the inspection will constitute the final inspection, and the Engineer will conditionally release the Contractor of maintenance.

As provided in the contract, in the event items of work are found to be deficient or defective as evidenced by unsatisfactory test reports of material incorporated into the work, the Contractor shall assume full responsibility for corrective measures, and shall reassume maintenance and public liability until such corrective measures are completed to the satisfaction of the Engineer.

907-105.16.4.--Final Acceptance of a Project. Upon evidence that the Contractor has fulfilled all obligations under the contract, the Executive Director will make final acceptance and notify the Contractor in writing. Final acceptance of the project will not be given until all obligations imposed under the contract, including but not limited to the final reporting of payrolls, final reporting of DBE payments, acceptable certifications and test reports of materials used, etc., have been fulfilled.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-107-13

DATE: 11/17/2015

SUBJECT: Permits, Licenses and Taxes

After the second paragraph of Subsection 907-107.02 on page 1, add the following.

Prior to commencing work on any Project, the Contractor shall obtain a Material Purchase Certificate number (MPC#) from the Mississippi Department of Revenue, pursuant to Miss. Code Ann. § 27-65-21, and Miss. Admin. Code 35.IV.10.01. Upon receipt of the MPC#, the Contractor must immediately provide the MPC# to the Contract Administration Division of the Department. Failure to obtain and submit a MPC# prior to commencing work shall result in the withholding of payment to the Contractor until such time that a MPC# is obtained and submitted to the Department.

Delete the last sentence of the last paragraph of Subsection 907-107.02 on page 1, and substitute the following.

The Department will notify the Mississippi Department of Revenue of the names and addresses of any Contractors or Subcontractors.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-107-13

CODE: (IS)

| DATE: 05/01/2013

SUBJECT: Legal Relations and Responsibility to Public

Section 107, Legal Relations and Responsibility to Public, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-107.02--Permits, Licenses and Taxes. Delete in toto Subsection 107.02 on page 49 and substitute the following.

The Contractor or any Subcontractor shall have the duty to determine any and all permits and licenses required and to procure all permits and licenses, pay all charges, fees and taxes and issue all notices necessary and incidental to the due and lawful prosecution of the work. At any time during the life of this contract, the Department may audit the Contractor's or Subcontractor's compliance with the requirements of this section.

The Contractor or any Subcontractor is advised that the "Mississippi Special Fuel Tax Law", Section 27-55-501, et seq. and the Mississippi Use Tax Law, Section 27-67-1, et seq., and their requirements and penalties, apply to any contract or subcontract for construction, reconstruction, maintenance or repairs, for contracts or subcontracts entered into with the State of Mississippi, any political subdivision of the State of Mississippi, or any Department, Agency, Institute of the State of Mississippi or any political subdivision thereof.

The Contractor or any Subcontractor will be subject to one or more audits by the Department during the life of this contract to make certain that all applicable fuel taxes, as outlined in Section 27-55-501, et seq., and any sales and/or use taxes, as outlined in Section 27-67-1, et seq. are being paid in compliance with the law. The Department will notify the Mississippi State Tax Commission of the names and addresses of any Contractors or Subcontractors.

907-107.14--Damage Claims and Insurance.

| **907-107.14.2--Liability Insurance.** Delete Subsection 107.14.2 beginning on page 60 and substitute the following.

907-107.14.2.1--General. The Contractor shall carry Contractor's liability, including subcontractors and contractual, with limits not less than: \$500,000 each occurrence; \$1,000,000 aggregate; automobile liability - \$500,000 combined single limit - each accident; Workers' Compensation and Employers' Liability - Statutory & \$100,000 each accident; \$100,000 each employee; \$500,000 policy limit. Each policy shall be signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent of the Insurance Company.

The Contractor shall have certificates furnished to the Department from the insurance companies providing the required coverage. The certificates shall be on the form furnished by the Department and will show the types and limits of coverage.

907-107.14.2.2--Railroad Protective. The following provisions are applicable to all work performed under a contract on, over or under the rights-of-way of each railroad shown on the plans.

The Contractor shall assume all liability for any and all damages to work, employees, servants, equipment and materials caused by railroad traffic.

Prior to starting any work on railroad property, the Contractor shall furnish satisfactory evidence to the Department that insurance of the forms and amounts set out herein in paragraphs (a) and (b) has been obtained. Also, the Contractor shall furnish similar evidence to the Railroad Company that insurance has been obtained in accordance with the Standard Provisions for General Liability Policies and the Railroad Protective Liability Form as published in the Code of Federal Regulations, 23 CFR 646, Subpart A. Evidence to the Railroad Company shall be in the form of a Certificate of Insurance for coverages required in paragraph (b), and the original policy of the Railroad Protective Liability Insurance for coverage required in paragraph (a).

All insurance herein specified shall be carried until the contract is satisfactorily complete as evidenced by a release of maintenance from the Department.

The Railroad Company shall be given at least 30 days notice prior to cancellation of the Railroad Protective Liability Insurance policy.

For work within the limits set out in Subsection 107.18 and this subsection, the Contractor shall provide insurance for bodily injury liability, property damage liability and physical damage to property with coverages and limits no less than shown in paragraphs (a) and (b). Bodily injury shall mean bodily injury, sickness, or disease, including death at anytime resulting therefrom. Property damage shall mean damages because of physical injury to or destruction of property, including loss of use of any property due to such injury or destruction. Physical damage shall mean direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment.

(a) **Railroad Protective Liability Insurance** shall be purchased on behalf of the Railroad Company with limits of \$2,000,000 each occurrence; \$6,000,000 aggregate applying separately to each annual period for lines without passenger trains. If the line carries passenger train(s), railroad protective liability insurance shall be purchased on behalf of the Railroad Company with limits of \$5,000,000 each occurrence; \$10,000,000 aggregate applying separately to each annual period.

Coverage shall be limited to damage suffered by the railroad on account of occurrences arising out of the work of the Contractor on or about the railroad right-of-way, independent of the railroad's general supervision or control, except as noted in paragraph 4 below.

Coverage shall include:

- (1) death of or bodily injury to passengers of the railroad and employees of the railroad not covered by State workmen's compensation laws,
- (2) personal property owned by or in the care, custody or control of the railroads,
- (3) the Contractor, or any of the Contractor's agents or employees who suffer bodily injury or death as a result of acts of the railroad or its agents, regardless of the negligence of the railroads, and
- (4) negligence of only the following classes of railroad employees:
 - (i) any supervisory employee of the railroad at the job site
 - (ii) any employee of the railroad while operating, attached to, or engaged on, work trains or other railroad equipment at the job site which are assigned exclusively to the Contractor, or
 - (iii) any employee of the railroad not within (i) or (ii) above who is specifically loaned or assigned to the work of the Contractor for prevention of accidents or protection of property, the cost of whose services is borne specifically by the Contractor or Governmental authority.

(b) **Contractor's Liability - Railroad**, including subcontractors, XCU and railroad contractual with limits of \$1,000,000 each occurrence; \$2,000,000 aggregate. **Automobile** with limits of \$1,000,000 combined single limit any one accident; **Workers' Compensation and Employer's Liability** - statutory and \$100,000 each accident; \$100,000 each employee; \$500,000 policy limit. **Excess/Umbrella Liability** \$5,000,000 each occurrence; \$5,000,000 aggregate. All coverage to be issued in the name of the Contractor shall be so written as to furnish protection to the Contractor respecting the Contractor's operations in performing work covered by the contract. Coverage shall include protection from damages arising out of bodily injury or death and damage or destruction of property which may be suffered by persons other than the Contractor's own employees.

In addition, the Contractor shall provide for and on behalf of each subcontractor by means of a separate and individual liability and property damage policy to cover like liability imposed upon the subcontractor as a result of the subcontractor's operations in the same amounts as contained above; or, in the alternative each subcontractor shall provide same.

907-107.15--Third Party Beneficiary Clause. In the first sentence of the first paragraph of Subsection 107.15 on page 61, change "create the public" to "create in the public".

907-107.17--Contractor's Responsibility for Work. Delete the fifth sentence of the fifth paragraph of Subsection 107.17 on page 63 and substitute the following.

The eligible permanent items shall be limited to traffic signal systems, changeable message signs, roadway signs and sign supports, lighting items, guard rail items, delineators, impact

attenuators, median barriers, bridge railing or pavement markings. The eligible temporary items shall be limited to changeable message signs, guard rail items, or median barriers.

907-107.18--Contractor's Responsibility for Utility Property and Services. After the first sentence of Subsection 107.18 on page 63, add the following:

Prior to any excavation on the project, the Contractor shall contact MS 811 and advise them to mark all known utilities in the area of the excavation.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-107-14

DATE: 06/03/2014

SUBJECT: Contractor's Protection Plan

907-107.22.1--Contractor's Erosion Control Plan. Delete the first sentence of the second paragraph of Subsection 907-107.22.1 on page 1, and substitute the following.

The time between the Notice of Award and Notice to Proceed/Beginning of Contract Time in the proposal, has been allowed for the submittal and concurrence of the Contractor's erosion control plan, MDOT's review of the plan, and any revisions that may be necessary.

After the last paragraph of Subsection 907-107.22.1 on page 2, add the following.

As soon as the ECP has been approved, a copy of the SWPPP (Narrative, ECP with updates) shall be available on the project at all times. The Contractor shall provide and install a weatherproof enclosure, such as a mailbox, on the project at a location that will be readily accessible to the Engineer or others who may want to review the project ECP. The cost of installing and maintaining this enclosure shall be included in the prices bid for the various erosion control pay items and no direct payment will be made for this work.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-107-14

CODE: (IS)

DATE: 05/22/2013

SUBJECT: Contractor's Protection Plan

Section 107, Legal Relations and Responsibility to Public, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

Delete in toto Subsection 107.22.1 on pages 65 and 66, and substitute the following.

907-107.22.1--Contractor's Erosion Control Plan. At the preconstruction conference or prior to starting any work on the project, the Contractor shall submit to the Project Engineer for concurrence a comprehensive erosion and siltation control plan. The plan shall utilize temporary measures and permanent erosion control features to provide acceptable controls during all stages of construction. If an early Notice to Proceed is desired, the Contractor's Erosion Control Plan should be submitted to the Engineer as soon as possible after award since an approved erosion control plan is required for an early Notice to Proceed.

Approximately 60 calendar days, the time between the Notice of Award and Notice to Proceed/Beginning of Contract Time in the proposal, has been allowed for the submittal and concurrence of the Contractor's erosion control plan, MDOT's review of the plan, and any revisions that may be necessary. The original contract time shall not be adjusted unless delays are caused solely by the Department for the submission, review, and concurrence of the Contractor's erosion control plan.

As a minimum, the plan shall include the following:

1. Erosion Control Plan (ECP) sheets or the plan profile sheets, 11" x 17" or larger, of all areas within the rights-of-way from the Beginning of the Project (BOP) to the End of the Project (EOP) showing the location of all temporary erosion control devices. Erosion control devices should be identified by exact type, temporary or permanent, configuration, and placement of each item to prevent erosion and siltation. A narrative of the Contractor's temporary erosion control plan shall be submitted in a format similar to the form attached to this special provision, but must include the heading and sub-heading information. As a minimum, the narrative shall include the following:
 - A detailed description, including locations (station numbers) of the Contractor's proposed sequence of operations including, but not limited to, clearing and grubbing, excavation, drainage, and structures.
 - A detailed description, including locations, and best management practices (BMP) that will be used to prevent siltation and erosion from occurring during the Contractor's proposed sequence of operations.

2. A copy of the certification for the Contractor's Certified Erosion Control Person whose primary duty shall be monitoring and maintaining the effectiveness of the erosion control plan, BMPs, and compliance with the NPDES permit requirements.
3. A plan for the disposal of waste materials on the project right-of-way which shall include but not be limited to the following:
 - containment and disposal of materials resulting from the cleaning (washing out) of concrete trucks that are delivering concrete to the project site.
 - containment and disposal of fuel / petroleum materials at staging areas on the project.

The erosion and siltation control plan shall be maintained on the project site at all times, updated as work progresses to show changes due to revisions in the sequences of construction operations, replacement of inadequate BMPs, and the maintenance of BMPs. Work shall not be started until an erosion control plan has been concurred with by the MDOT. The Engineer will have the authority to suspend all work and/or withhold payments for failure of the Contractor to carry out provisions of MDEQ's Storm Water Construction General Permit, the erosion control plan, updates to the erosion control plan, and /or proper maintenance of the BMPs.

907-107.22.2--Clearing and Grubbing, Haul Roads, Waste Areas, Plant Sites or Other Areas Occupied by the Contractor. Delete the fourth paragraph of Subsection 107.22.2 on page 66 and substitute the following.

Unless otherwise determined by the Engineer from a study of overall job conditions, the exposed surface area of erodible material at any one time on this project shall not exceed 19 acres without prior approval by the Engineer.

EXAMPLE
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
Storm Water Pollution Prevention Plan (SWPPP)
Narrative

General Permit Coverage No: MSR_____

Project Number: _____

County: _____

Route: _____

SITE INFORMATION

This project consists of grading and installing drainage structures necessary to construct approximately 6 miles of parallel lanes on SR 31 between the Hinds County Line and the Rankin County Line.

SEDIMENT AND EROSION CONTROLS

VEGETATIVE CONTROLS: Clearing and grubbing areas will be minimized to comply with the buffer zones (minimum of 15 feet along the ROW lines and 5 feet along creeks) as per the contract documents. A combination of temporary and permanent grassing will be used to protect slopes as construction progresses. **Should a disturbed area be left undisturbed for 14 days or more, temporary or permanent vegetation will be placed within 7 calendar days.**

STRUCTURAL CONTROLS: Gravel construction entrance/exit will be installed near Stations 145+50, 159+50, 164+50 & 172+50. Riprap ditch checks will be constructed at Stations 144+50, 151+75, 162+00 & 166+25. The Concrete washout area will be at Stations 140+25, 152+00 & 168+50.

HOUSEKEEPING PRACTICES: Structural BPM's will be cleaned out when sediment reaches 1/3 to 1/2 of the height of the BMP. Maintenance and repair of equipment will be performed off-site, material wash out will occur either off-site or within designated wash out areas.

POST-CONSTRUCTION CONTROL MEASURES: As construction is completed, permanent vegetative growth will be established on disturbed soils to improve soil stability and provide a buffer zone for loose material. Paved ditches and flumes will be placed as specified in the ECP to reduce erosion in concentrated flow areas and rip rap will be placed as specified to dissipate flow energy and reduce flow velocity.

IMPLEMENTATION SEQUENCE

Perimeter controls will be installed first. Clearing and grubbing will be performed in 19-acre sections beginning at the BOP and temporary grassing will be installed as needed. Temporary erosion control BMP's will be installed at the drainage structures prior/during construction of the drainage structures. Grading activities will commence at the BOP and proceed towards the EOP, fill slopes will be permanently grassed in stages for fill heights that exceed 5 feet. Base materials will be installed on completed grading sections with the paving to follow.

MAINTENANCE PLAN

All erosion and sediment control practices will be checked for stability and operation following every rainfall but in no case less than once every week. Any needed repairs will be made immediately to maintain all practices as designed. Sediment basins will be cleaned out when the level of sediment reaches 2.0 feet below the top of the riser. Sediment will be removed from behind BMP's when it becomes about 1/3 to 1/2 height of BMP.

Prime Contractor's Signature

Date

Printed Name

Title

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-108-37LPA

DATE: 12/17/2015

SUBJECT: Prosecution and Progress

Delete the first paragraph of Subsection 907-108.03.1 on pages 1 and 2, and substitute the following.

907-108.03.1--Progress Schedule. On working day projects, the LPA will furnish the Contractor a progress schedule developed for the determination of contract time which may be used as the contract progress schedule, or the Contractor's own proposed progress schedule may be submitted for approval. If the Contractor elects to furnish a progress schedule for approval by the Engineer, it should be furnished promptly after award of the contract.

On completion date projects **which include A + B projects**, the Contractor shall furnish a progress schedule and be prepared to discuss both its proposed methodologies for fulfilling the scheduling requirements and its sequence of operations.

The Engineer will review Contractor prepared progress schedules and approve schedules as it relates to compliance with the specifications and logic. The progress schedule must be approved by the Engineer prior to commencing work. The progress schedule shall be a computer generated bar-chart type schedule meeting the below minimum requirements. These activities shall be significantly detailed enough to communicate the Contractor's understanding of the construction sequencing and phasing of the project.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-108-37LPA

CODE: (SP)

DATE: 6/25/2015

SUBJECT: Prosecution and Progress

Section 108, Prosecution and Progress, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-108.01--Subletting of Contract.

907-108.01.1--General. At the end of the last paragraph of Subsection 108.01.1 on page 73, add the following.

The Engineer will have the authority to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to make prompt payment within 15 calendar days as required above, or failure to submit the required OCR-484-LPA Form, Certification of Payments to Subcontractors, which is also designed to comply with prompt payment requirements.

907-108.02--Notice To Proceed. Delete the second paragraph of Subsection 108.02 on page 75.

Delete the fourth paragraph of Subsection 108.02 on page 75 and substitute the following.

Upon written request from the Contractor and if circumstances permit, the Notice to Proceed may be issued at an earlier date subject to the conditions stated therein. The Contractor shall not be entitled to any monetary damages or extension of contract time for any delay claim or claim of inefficiency occurring between the early issuance Notice to Proceed date and the Notice to Proceed date stated in the contract.

907-108.03--Prosecution and Progress. Delete Subsection 108.03.1 on pages 75 & 76, and substitute the following.

907-108.03.1--Progress Schedule. On working day and completion date projects, the LPA will furnish the Contractor a progress schedule developed for the determination of contract time which may be used as the contract progress schedule, or the Contractor's own proposed progress schedule may be submitted for approval. If the Contractor elects to furnish a progress schedule for approval by the Engineer, it should be furnished promptly after award of the contract.

The Engineer will review the schedule and approve the schedule as it relates to compliance with the specifications and logic. The progress schedule must be approved by the Engineer and MDOT LPA Coordinator prior to commencing work. The progress schedule shall be a computer generated bar-chart type schedule meeting the below minimum requirements. These activities shall be significantly detailed enough to communicate the Contractor's understanding of the construction sequencing and phasing of the project.

When preparing the progress schedule, the Contractor shall include the following:

- Show a time scale to graphically show the completion of the work within contract time.
- Define and relate activities to the contract pay items.
- Show all activities in the order the work is to be performed including submittals, submittal reviews, fabrication and delivery.
- Show all activities that are controlling factors in the completion of the work.
- Show the time needed to perform each activity and its relationship in time to other activities.

This progress schedule shall provide a bar for each major phase of construction such as, but not limited to, clearing and grubbing, grading, drainage structures, bridges, base, shoulders, paving, etc. with an estimated start working day and completion working day for each bar, all within the specified contract time.

A revised progress schedule may be required within ten days of the occurrence of any one of the following conditions:

- when a major change occurs in the work
- when a time extension is granted
- when the progress schedule becomes unrealistic

The Engineer's approval of the aforementioned Progress Schedules does not waive any contract requirements.

In the event the Contractor has not submitted an approvable progress schedule by the beginning of contract time, the progress schedule prepared by the LPA shall be the approved progress schedule and used to assess contract time.

An approved progress schedule shall be in effect until the date on which a revised schedule is approved. The approved progress schedule will be the basis for contract time assessment.

When a Critical Path Method (CPM) schedule is required in the proposal, this schedule will be used in lieu of the bar graph progress schedule in evaluating work progress. In such case, the same time frame noted in this subsection for the original submittal along with the update requirements will apply.

907-108.03.2--Preconstruction Conference. Delete the first paragraph of Subsection 108.03.2 on page 76 and substitute the following.

Prior to commencement of the work, a preconstruction conference shall be held for the purpose of discussing with the Contractor essential matters pertaining to the prosecution and satisfactory completion of the work. The Contractor will be responsible for scheduling the preconstruction conference. The Contractor will advise the Project Engineer in writing 14 days prior to the requested date that a conference is requested. The preconstruction conference will be coordinated through the MDOT LPA Coordinator to insure that the proper MDOT representatives are in

attendance. When the contract requires the Contractor to have a certified erosion control person, the Contractor's certified erosion control person shall be at the preconstruction conference. The local public agency will arrange for utility representatives and other affected parties to be present.

Delete the third paragraph of Subsection 108.03.2 on page 76.

907-108.06--Determination and Extension of Contract Time. Delete Subsections 108.06.1 and 108.06.2 on pages 79 thru 85 and substitute the following.

907-108.06.1--Based on **Working Day Completion.**

907-108.06.1.1--General. Contract Time will be established on the basis of an allowable number of Working Days, as indicated in the contract. A working day is defined as a day the Contractor worked or could have worked in accordance with the conditions set forth in Subsection 907-108.06.1.2, Subparagraphs (a) and (b), except during the months of December, January, and February.

During the months of December, January, and February, time will be assessed in the miscellaneous phase regardless of whether or not the Contractor actually works. The value for the time on any particular day will be determined by dividing the number of anticipated working day shown in the following table by the number of days in the particular month. This number will be expressed to three decimal places (0.000)

The span of time allowed for the completion of the work included in the contract will be indicated in the contract documents and will be known as "Contract Time".

907-108.06.1.2--Contract Time. The following TABLE OF ANTICIPATED WORKING DAYS indicates an average/anticipated number of working days per month.

TABLE OF ANTICIPATED **WORKING** DAYS

Month	WORKING Days
January	6
February	7
March	11
April	15
May	19
June	20
July	21
August	21
September	20
October	16
November	11
December	5
Calendar Year	172

NOTE: The above Table is for informational purposes only. The actual working day total as assessed by the Project Engineer on Form CSD-765 shall govern.

Available **working** days will start being assessed at the original Notice to Proceed/Beginning of Contract Time date set in accordance with the contract, regardless of whether or not the Contractor has been issued an early Notice to Proceed.

Available **working** days will be based on soil and weather conditions and other specific conditions cited in the contract. The Engineer will determine on each applicable day the extent to which work in progress could have been productive, regardless of whether the Contractor actually worked.

An available **working** day will be assessed as follows:

(a) Any day of the week, Monday through Friday, exclusive of legal holidays recognized by the Department in Subsection 108.04.1, in which the Contractor works or could have worked for six (6) or more consecutive hours on the controlling item(s) of work, as determined by the Engineer from the Contractor's approved progress schedule. When the Contractor works or could work four but less than six consecutive hours, one-half (0.5) of an available work day will be charged for that day. When the Contractor works or could work six or more consecutive hours during the day, one (1.0) available work day will be charged for that day, **and**

(b) Any Saturday, exclusive of legal holidays recognized by the Department in Subsection 108.04.1, in which the Contractor works for six (6) or more consecutive hours on the controlling item(s) of work, as determined by the Engineer from the Contractor's approved progress schedule. When the Contractor works less than four consecutive hours during the day, no time will be charged for that day. When the Contractor works four but less than six consecutive hours,

one-half (0.5) of an available work day will be charged for that day. When the Contractor works six or more consecutive hours during the day, one (1.0) available work day will be charged for that day.

Should the weather or other conditions be such that four (4) consecutive satisfactory hours are not available prior to noon (for daytime operations) or midnight (for nighttime operations), no time will be assessed for that day regardless of the above conditions. However, if the Contractor elects to work, time will be assessed in accordance with the previous paragraphs.

Time will not be charged during any required waiting period for placement of permanent pavement markings as set forth in Subsection 618.03 provided all other work is complete except growth and coverage of vegetative items as provided in Subsection 210.01.

Each month the Engineer will complete, and furnish to the Contractor, an "Assessment Report of Working Days" (CSD-765). This report shows the number of working days assessed during the estimate period and the cumulative working days assessed to date. The Contractor should review the Engineer's report as to the accuracy of the assessment and confer with the Resident or Project Engineer to rectify any differences. Each should make a record of the differences, if any, and conclusions reached. In the event mutual agreement cannot be reached, the Contractor will be allowed a maximum of 15 calendar days following the ending date of the monthly report in question to file a protest Notice of Claim in accordance with the provisions of Subsection 105.17. Otherwise, the Engineer's assessment shall be final unless mathematical errors of assessment are subsequently found to exist, and any claim of the Contractor as to such matter shall be waived.

The Contractor's progress will be determined monthly at the time of each progress estimate and will be based on the percentage of money earned by the Contractor compared to the percentage of elapsed time.

The percentage of money earned will be determined by comparing the total money earned to date by the Contractor, minus any payment for advancement of materials, to the total dollar amount of the contract. The percentage of time elapsed will be determined by comparing the working days assessed to-date on Form CSD-765 to the total allowable working days for the contract.

When the "percent complete" lags more than 20 percent behind the "percentage of elapsed time", the Contractor shall immediately submit a written statement and revised progress schedule indicating any additional equipment, labor, materials, etc. to be assigned to the work to ensure completion within the specified contract time. When the "percent complete" lags more than 40 percent behind the "percentage of elapsed time", the contract may be terminated.

907-108.06.1.3--Extension of Time. The Contractor may, prior to the expiration of the Contract Time, make a written request to the Engineer for an extension of time with a valid justification for the request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time.

An extension of contract time may be granted for unforeseen utility delays, abnormal delays caused solely by the State or other governmental authorities, or unforeseeable disastrous phenomena of nature of the magnitude of earthquakes, hurricanes, named tropical storms,

tornadoes, or flooded essential work areas which are deemed to unavoidably prevent prosecuting the work.

The span of time allowed in the contract as awarded is based on the quantities used for comparison of bids. If satisfactory fulfillment of the contract requires performance of work in greater quantities than those set forth in the proposal, the time allowed for completion shall be increased in Working Days in the same ratio that the cost of such added work, exclusive of the cost of work altered by Supplemental Agreement for which a time adjustment is made for such altered work in the Supplemental Agreement, bears to the total value of the original contract unless it can be established that the extra work was of such character that it required more time than is indicated by the money value.

Any extension of contract time will be on a working day basis.

The Contractor shall provide sufficient materials, equipment and labor to guarantee the completion of the work in the contract in accordance with the plans and specifications within the Contract Time.

If the **contract time** of the project is extended into a season of the year in which completion of certain items of work would be prohibited or delayed because of seasonal or temperature limitations, the Engineer may waive the limitations provided the completion of the work will not result in a reduction in quality. When determined that the completion of the out-of-season items will cause a reduction in the quality of the work, the completion of the project will be further extended so the items may be completed under favorable weather conditions. In either case, the Engineer will notify the Contractor in writing.

Liquidated damages as set forth in Subsection 907-108.07 under the heading "Daily Charge Per Calendar Day" in the Table titled "Schedule of Deductions for Each Day of Overrun in Contract Time", shall be applicable to each calendar day after the **working days are exhausted**, or authorized extension thereof, and until all work under the contract is completed.

907-108.06.1.4--Cessation of Contract Time. When the Engineer by written notice schedules a final inspection, time will be suspended until the final inspection is conducted and for an additional 14 calendar days thereafter. If after the end of the 14-day suspension all necessary items of work have not been completed, time charges **for the remaining working days** will resume. If a project is on liquidated damages at the time a final inspection is scheduled, liquidated damages will be suspended until the final inspection is conducted and for seven (7) calendar days thereafter. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the Engineer as prescribed in Subsection 105.16 and all items of work have been completed, the daily time charge will cease.

907-108.06.2--Based on Specified Completion Date.

907-108.06.2.1--General. Contract Time will be established on the basis of a Specified Completion Date indicated in the Contract, or as determined by the Contractor in accordance with the contract documents. The span of time allowed for the completion of the work included in the contract will be known as "Contract Time".

For contracts in which a Specified Completion Date is indicated in the Contract, the span of Contract Time shall be the number of Calendar Days specified in the Contract.

For contracts in which a Completion Date is determined by the Contractor (A + B Contracts), the span of Contract Time shall be between the date of the Notice to Proceed and the date representing the number of Calendar Days determined by the Contractor to complete the work.

The Contractor shall provide sufficient materials, equipment and labor to guarantee the completion of the work in the contract in accordance with the plans and specifications within the Contract Time.

At any given date, the ratio of the accumulated monetary value of that part of the work actually accomplished to the total contract bid amount adjusted to reflect approved increases or decreases shall determine the "percent complete" of the work.

The Contractor's progress will be determined monthly at the time of each progress estimate and will be based on the percentage of money earned by the Contractor compared to the percentage of elapsed time.

The percentage of money earned will be determined by comparing the total money earned to date by the Contractor, minus any payment for advancement of materials, to the total dollar amount of the contract. The percentage elapsed time shall be calculated as a direct ratio of the expired Calendar Days to the total Calendar Days provided for in the contract.

When the "percent complete" lags more than 20 percent behind the "percentage of elapsed time", the Contractor shall immediately submit a written statement and revised progress schedule indicating any additional equipment, labor, materials, etc. to be assigned to the work to ensure completion within the specified contract time. When the "percent complete" lags more than 40 percent behind the "percentage of elapsed time", the contract may be terminated.

907-108.06.2.2--Extension of Time. The Contractor may, prior to the expiration of the Contract Time, make a written request to the Engineer for an extension of time with a valid justification for the request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time.

On all completion date contracts, an extension of contract time may be granted for unforeseen utility delays, abnormal delays caused solely by the State or other governmental authorities, or unforeseeable disastrous phenomena of nature of the magnitude of earthquakes, hurricanes,

named tropical storms, tornadoes, or flooded essential work areas which are deemed to unavoidably prevent prosecuting the work.

The span of time allowed in the contract as awarded is based on the quantities used for comparison of bids. If satisfactory fulfillment of the contract requires performance of work in greater quantities than those set forth in the proposal, the time allowed for completion shall be increased in Calendar Days in the same ratio that the cost of such added work, exclusive of the cost of work altered by Supplemental Agreement for which a time adjustment is made for such altered work in the Supplemental Agreement, bears to the total value of the original contract unless it can be established that the extra work was of such character that it required more time than is indicated by the money value.

Any extension of contract time will be based on a calendar day basis, excluding Saturdays, Sundays or legal holidays recognized by the Department in Subsection 108.04.1.

If the contract time of the project is extended into a season of the year in which completion of certain items of work would be prohibited or delayed because of seasonal or temperature limitations, the Engineer may waive the limitations provided the completion of the work will not result in a reduction in quality. When determined that the completion of the out-of-season items will cause a reduction in the quality of the work, the completion of the project will be further extended so the items may be completed under favorable weather conditions. In either case, the Engineer will notify the Contractor in writing.

Liquidated damages as set forth in Subsection 907-108.07 under the heading "Daily Charge Per Calendar Day" in the Table titled "Schedule of Deductions for Each Day of Overrun in Contract Time", shall be applicable to each calendar day after the specified completion date, or authorized extension thereof, and until all work under the contract is completed.

907-108.06.2.3--Cessation of Contract Time. When the Engineer by written notice schedules a final inspection, time will be suspended until the final inspection is conducted and for an additional 14 calendar days thereafter. If after the end of the 14-day suspension all necessary items of work have not been completed, time charges will resume. If the specified completion date had not been reached at the time the Contractor called for a final inspection, the calendar day difference between the specified completion date and the date the Contractor called for a final inspection will be added after the 14-day period before starting liquidation damages. If a project is on liquidated damages at the time a final inspection is scheduled, liquidated damages will be suspended until the final inspection is conducted and for seven (7) calendar days thereafter. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the Engineer as prescribed in Subsection 105.16 and all items of work have been completed, the daily time charge will cease.

907-108.07--Failure to Complete the Work on Time. Delete the Schedule of Deductions table in Subsection 108.07 on page 85, and substitute the following.

Schedule of Deductions for Each Day of Overrun in Contract Time

Original Contract Amount		Daily Charge
From More Than	To and Including	Per Calendar Day
\$ 0	100,000	\$ 150
100,000	500,000	360
500,000	1,000,000	540
1,000,000	5,000,000	830
5,000,000	10,000,000	1,200
10,000,000	20,000,000	1,800
20,000,000	-----	3,500

907-108.10--Termination of Contractor's Responsibility. In the last sentence of Subsection 108.10 on page 88, change “bond” to “performance and payment bond(s)”.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-109-8

CODE: (SP)

| DATE: 09/10/2015

SUBJECT: Measurement and Payment

Section 109, Measurement and Payment, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-109.01--Measurement of Quantities. Delete the third full paragraph of Subsection 109.01 on page 90 and substitute the following.

When requested by the Contractor, 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 District Materials Engineer and agreed to by the Contractor. The conversion of the materials along with the conversion factor will be incorporated into the contract by supplemental agreement. The supplemental agreement must be executed before such method of measurement is used.

After the second sentence of the fourth full paragraph of Subsection 109.01 on page 90, add the following.

Where loose vehicle measurement (LVM) is used, the capacity will be computed to the nearest one-tenth cubic yard and paid to the whole cubic yard. Measurements greater than or equal to nine-tenths of a cubic yard will be rounded to the next highest number. Measurements less than nine-tenths of a cubic yard will not be rounded to the next highest number. Example: A vehicle measurement of 9.9 cubic yards will be classified as a 10-cubic yard vehicle. A vehicle measurement of 9.8 cubic yards will be classified as a 9-cubic yard vehicle.

907-109.04--Extra and Force Account Work. Delete the first paragraph under Subsection 109.04 on page 91, and substitute the following.

When extra work results for any reason and is not handled as prescribed elsewhere herein, the Engineer and the Contractor will attempt to agree on equitable prices. When such prices are agreed upon, a Supplemental Agreement will be issued by the Engineer.

When the Supplemental Agreement process is initiated, the Contractor will be required to submit to the Engineer a detailed breakdown for Material, Labor, Equipment, Profit and Overhead. The total allowable markup (which includes Prime Contractor and Subcontractor work, if applicable) for Supplemental Agreement work shall not exceed 20%, which also includes tax and bond.

The requirement for detailed cost breakdowns may be waived when a Department's Bid Item History exists for the proposed item(s), and the Contractor's requested price, including mark-up, is within 20% of the Department's Bid History cost for that item(s). In any case, the Department reserves the right to request detailed cost breakdowns from the Contractor on any Supplemental Agreement request.

When equitable prices cannot be agreed upon mutually by the Engineer and the Contractor, the Engineer will issue a written order that work will be completed on a force account basis to be compensated in the following manner:

In the last sentence of subparagraph (b) in Subsection 109.04 on page 91, change "bond" to "bond(s)".

Delete the first and second paragraphs of subparagraph (d) in Subsection 109.04 on page 92 and substitute the following.

Equipment. For any machinery or special equipment, other than small tools, authorized by the Engineer, the Contractor will use the rates shown in the book entitled "Rental Rate Blue Book For Construction Equipment" as published by EquipmentWatch® and is current at the time the force account work is authorized, unless otherwise allowed by the Engineer. This book shall be used to determine equipment ownership and operating expense rates. These rates do not include allowances for operating labor, mobilization or demobilization costs, overhead or profit, and do not represent rental charges for those in the business of renting equipment. Operating labor and overhead cost will be allowed. Subject to advance approval of the Engineer, actual transportation cost for a distance of not more than 200 miles will be reimbursed for equipment not already on the project. The cost of transportation after completion of the force account work will be reimbursed except it cannot exceed the allowance for moving the equipment to the work.

907-109.06--Partial Payment.

907-109.06.1--General. Delete the fourth and fifth sentences of the third paragraph of Subsection 109.06.1 on page 94, and substitute the following.

In the event mutual agreement cannot be reached, the Contractor will be allowed a maximum of 25 calendar days following the Contractor's receipt of the monthly estimate in question to file in writing, a protest Notice of Claim in accordance with the provisions Subsection 105.17. Otherwise, the Engineer's estimated quantities shall be considered acceptable pending any changes made during the checking of final quantities.

907-109.06.2--Advancement on Materials. Delete Subsection 109.06.2 on pages 94 & 95, and substitute the following.

907-109.06.2--Advancement on Materials. Partial payments may include advance payment for certain nonperishable or durable materials such as base aggregates, reinforcing steel, bridge piling, structural steel, prefabricated bridge components, traffic signal equipment, electrical equipment, fencing materials, and sign materials with approval of the Engineer. Advance payment may be requested for structural steel members provided fabrication has been completed and the members have been declared satisfactory for storage by a Department representative. The Contractor must make a written request to the Project Engineer for advanced payment and furnish written consent of the Surety. To qualify for advance payment, materials must be stored or stockpiled on or near the project or at other locations approved by the Engineer; or in the case of precast concrete members, treated timber, guard posts and other approved preprocessed durable and bulky materials, the materials may be stored at the commercial producer's yard provided it is located in Mississippi; or in the case of prestressed concrete members that may

require being produced at an out-of-state location, the prestress members shall be produced and may be stored at the commercial manufacturer's yard provided it is a PCI certified plant on the Department's List of Approved Prestress & Precast Plants and it is located within the continental United States; or in the case of structural steel members that may require fabrication at an out-of-state location, the fabricated members may be stored at the location of the commercial fabricator's yard provided it is located within the continental United States.

Advancements will not be allowed until the Project Engineer has received copies of material invoices and certified test reports or acceptable certificates of conformance, and in the case of materials stored at the commercial producer's/fabricator's yard, the material shall be positively identified for the specific project and a Certificate of Storage issued by the Department or a designated representative of the Department. Requests for advancements on fabricated structural steel members and prestress concrete members stored out-of-state will be denied when the Department does not have available a designated representative to issue a Certificate of Storage.

The Contractor shall make suitable arrangements to the satisfaction of the Engineer for storage and protection at approved sites or, in the case of materials stored at the commercial producer's yard located in Mississippi or, in the case of fabricated structural steel members stored at the commercial fabricator's yard or prestress concrete members stored at a commercial manufacturer's yard located within the continental United States, the Contractor shall make arrangements with the producer/fabricator for suitable storage and protection. If advanced payment is allowed and the materials are damaged, lost, destroyed or for any reason become unacceptable, the previous payments will be deducted from subsequent estimates until the materials are replaced or restored to an acceptable condition. In all cases, the Contractor shall save harmless the Commission in the event of loss or damage, regardless of cause.

An invoice or an accumulation of invoices for each eligible material must total \$10,000 or more before consideration will be given for making advanced payment. When allowed, advance payment will be based on verified actual material cost plus transportation charges to the point of storage. Sales tax, local haul and handling costs shall not be included as material cost.

Advanced payment shall not exceed 100% of the invoice price or 75% of the total contract bid price for the pay item, whichever is less.

Advanced payment for a component of a pay item shall not exceed 95% of the invoice price or 75% of the total contract bid price for the pay item of which the material is a part, whichever is less.

Advanced payment will be made only on materials that will be incorporated permanently in the project.

No advanced payment will be made on minor material items, hardware, etc.

No advanced payment will be made for materials when it is anticipated that those materials will be incorporated into the project within 60 calendar days.

Advanced payment will be paid for those materials which are not readily available, and which can be easily identified and secured for a specific project and for which lengthy stockpiling periods would not be detrimental.

Where a storage area is used for more than one project, material for each project shall be segregated from material for other projects, identified, and secured. Adequate access for auditing shall be provided. All units shall be stored in a manner so that they are clearly visible for counting and/or inspection of the individual units.

Unless specifically provided for in the contract, advance payment will not be made on materials, except for fabricated structural steel members or prestress concrete members, stored or stockpiled outside of the State of Mississippi.

Materials for which an advanced payment has been allowed must be paid for by the Contractor within 60 days of the estimate on which the advanced payment was first allowed and proof of said payment must be verified by the supplier. If proof of payment is not furnished within the allowable 60 days, the advanced payment will be deducted on subsequent current estimates until such time proof of payment is furnished.

As the materials are incorporated into the work, proportionate reductions for advance payments shall be made from monthly estimates covering the work performed. Calculation of percentage of completion, or rate of progress, shall be based on completed work and no consideration will be given to stockpiled materials.

907-109.07--Changes in Material Costs. Delete the third full paragraph of Subsection 109.07 on page 96 and substitute the following.

A link to the established base prices for bituminous products and fuels will be included in the contract documents under a Notice to Bidders entitled "Petroleum Products Base Prices."

Delete the last paragraph of Subsection 109.07 on pages 97 & 98, and substitute the following.

Adjustments herein provided shall not apply to fuels consumed or materials incorporated into the work during any monthly estimate period falling wholly after the expiration of contract time as defined in Subsection 101.02 of the applicable Mississippi Standard Specifications for Road and Bridge Construction, and as determined by checked final quantities.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-110-2

CODE: (SP)

| DATE: 04/02/2010

SUBJECT: Wage Rates

Section 110, Required Contract Provisions, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-110.02--Application. Delete Subsection 110.02.2 on page 100 and substitute the following.

907-110.02.2--Wage Rates. All persons employed or working upon the site of the work will be paid at wage rates not less than those contained in the wage determination decision of the Secretary of Labor in effect 10 days prior to taking bids.

| Bidders are advised that regardless of the wage rates listed in the Supplement to FHWA 1273 in the contract, minimum federal wage rates must be paid.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-216-1

CODE: (IS)

DATE: 05/22/2013

SUBJECT: Solid Sodding

Section 216, Solid Sodding, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-216.04--Method of Measurement. Delete the third and fourth paragraphs of Subsection 216.04 on page 144.

907-216.05--Basis of Payment. Delete the first paragraph of Subsection 216.05 on pages 144 and 145, and substitute the following.

Solid sodding will be paid for at the contract unit price per square yard, which price shall be full compensation for all labor, equipment, materials, tools, ground preparation, fertilization, and all incidentals necessary to complete the work.

Add the "907" prefix to the pay items listed on page 145.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-230-11

CODE: (SP)

| DATE: 11/24/2014

SUBJECT: Tree and Shrub Planting

Section 230, Tree and Shrub Planting, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-230.2--Materials. Delete Subsection 230.02.14 on page 165 and substitute the following:

907-230.02.14--Mulch. Tree Bark Mulch shall meet the requirements of Subsection 907-233.02.

907-230.02.15--Bed Edging. Bed edging shall be steel edging, 3/16-inch by 4-inch in size, green in color with steel stakes, manufactured by Ryerson, an Inland Steel Company, St. Louis, Mo., or an approved equal.

907-230.03--Construction Requirements.

907-230.03.7--Planting, Backfilling, and Watering. After the first paragraph of Subsection 230.03.7 on page 166, add the following:

Plant pits are plant bed areas which are bound all around by bed edging and/or paving, or as noted on the drawings. Bed preparation shall be required within plant pits, which shall consist of stripping the proposed bed area of existing grass or plant material, unless designated to remain; removal and disposal of existing soil in order that finished grade of bed, not including surface mulch, is no higher than surrounding grades/pavement edges unless noted otherwise on the drawings; spreading a 4-inch layer of Tree Bark Mulch, Type III throughout the area, and tilling in the Tree Bark Mulch, Type III to a depth of six inches uniformly throughout the area; and excavating plant holes in accordance with this special provision. The entire bed area shall receive Tree Bark Mulch, Type V as a surface mulch.

Within plant pits, additional Tree Bark Mulch, Type III for each tree, shrub and groundcover plant hole is not necessary beyond the uniform layer of application tilled into the soil as noted on the vegetation schedule. Within each tree and shrub plant hole within a plant pit, backfill with a 50/50 mix of existing soil amended with Type III mulch and topsoil. Groundcover plant holes do not require any other backfill material other than the amended existing soil with Type III mulch incorporated.

Backfill for tree and shrub plant holes outside of plant pits shall be a 50/50 mix of existing soil and topsoil, after applying the 4-inch layer of Tree Bark Mulch, Type III.

907-230.04--Method of Measurement. After the sixth paragraph of Subsection 230.04 on page 169, add the following:

Bed edging, complete in place and accepted, will be measured per linear foot. Excavation, backfilling, and miscellaneous fittings will not be measured for separate payment.

Bed preparation within plant pits, complete in place and accepted, will be measured per square foot. Stripping of existing vegetation, excavation of existing soil, and weeding will not be measured for separate payment.

Tree Bark Mulch will be measured for payment in accordance with Subsection 233.04.

Delete the last five paragraphs of Subsection 230.04 on pages 169 & 170 regarding the sequence for measurement of payment and substitute the following:

Measurement for payment will be made in the following sequence:

When plants have been planted and are in a healthy condition in accordance with the contract, seventy-five percent (75%) of the bid price for that species of plant material meeting the requirements of the contract will be allowed.

When the inspection of plants at the end of the growing season has been conducted and the replacement of any dead or unsatisfactory plant material has been made, ninety percent (90%) of the bid price for that species of plant material meeting the requirements of the contract will be allowed.

When the final inspection of the project has been conducted and the replacement of any dead or unsatisfactory plant material has been made, and upon final release of maintenance, one-hundred percent (100%) of the bid price will be allowed for plant material meeting the requirements of the contract.

The Plant Establishment Period shall begin upon the date that the Engineer determines plant material installation has been acceptably completed, including staking/guying and mulching, and continues through the dates noted below:

PLANT ESTABLISHMENT PERIOD

Date of Installation Completion, From and Including	Establishment Period Beyond Installation Completion, (Growing Season) To and Including
August 2 nd - November 1 st	240 calendar days
November 2 nd - January 1 st	180 calendar days
January 2 nd - May 1 st	120 calendar days
May 2 nd - August 1 st	90 calendar days

Where feasible in the opinion of the Engineer, the Contractor may install plant material well in advance of project completion, in order that the Plant Establishment Period may run concurrent

with the Contract Time. However, no matter what date the Plant Establishment Period concluded, the Contractor will be required to maintain healthy plants until final inspection of the entire project.

No contract time or liquidated damages will be charged during the plant establishment period if, and only if, all items of work on the project have been completed.

907-230.05--Basis of Payment. After the first paragraph of Subsection 230.05 on page 170, add the following:

Accepted quantities for bed edging and bed preparation will be paid for at the contract unit price per linear foot and square foot, respectively. Prices paid shall be full compensation for completing the work.

Delete the pay items list at the end of Subsection 230.05 on page 170, and substitute the following.

907-230-A: Shrub Planting, Description - per each

907-230-B: Tree Planting, Description - per each

907-230-C: Bed Edging - per linear foot

907-230-D: Bed Preparation - per square foot

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-233-1

CODE: (SP)

DATE: 02/01/2005

SUBJECT: Tree Bark Mulch

Section 233, Mulch for Woody Plant Material, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-233.02--Materials. After the first paragraph of Subsection 233.02 on page 176, add the following:

Tree Bark Mulch, Type III used for plant pits (multiple plants in one bed area) and plant holes outside of plant pit areas shall meet the requirements of Subsection 715.07. Tree Bark Mulch, Type V used for the surface mulching plant holes and plant pits shall be shredded cedar, cypress, pine, or hardwood bark strip (pole peelings), commercial type, with no pieces larger than 1½ inches across the surface. Once or twice hammered material is not acceptable for Tree Bark Mulch, Type V. The Contractor shall submit samples of all mulches to the Engineer and receive approval prior to delivery to site.

907-233.04--Method of Measurement. After the first paragraph of Subsection 233.04 on page 176, add the following:

Tree Bark Mulch, Type III, complete in place and accepted, will be measured per cubic yard for tree plant holes and for shrub plant holes outside of plant pit areas.

Tree Bark Mulch, Type V, complete in place and accepted, will be measured per cubic yard for tree and shrub plant holes outside of plant pit areas requiring bed preparation; and in unplanted areas where the mulch is utilized as a surface treatment. Tree Bark Mulch, Type V within plant pit areas will not be measured for payment.

907-233.05--Basis of Payment. After the first paragraph of Subsection 233.04 on page 176, add the following:

Accepted quantities for Tree Bark Mulch, Type V used as a surface mulch for tree and shrub plant holes not within plant pit areas, and in unplanted areas as a surface treatment will be paid for at the contract unit price per cubic yard. Prices paid shall be full compensation for completing the work.

Delete the first pay item listed on page 176, and substitute the following:

907-233-A: Tree Bark Mulch, Type - per cubic yard

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-237-4

CODE: (SP)

| DATE: 03/13/2012

SUBJECT: Wattles

Section 907-237, Wattles, is hereby added to and made a part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

SECTION 907-237 - WATTLES

907-237.01--Description. This work consists of furnishing, constructing and maintaining wattles for the retention of soil around inlets, swale areas, small ditches, sediment basins and other areas as necessary. Also, the work includes removing and disposing of the wattles and silt accumulations.

Measurement and payment for wattles will be made only when a pay item is included in the bid schedule of the proposal. The quantity is estimated for bidding purposes only and will be dependent upon actual conditions which occur during construction of the project.

| **907-237.02--Materials.** Wattles used around inlets shall have a diameter of twelve inches (12") and a length adequate to meet field conditions. Wattles used at other locations shall have a diameter of twenty inches (20") and a length adequate to meet field conditions. The minimum diameter for the above wattle sizes shall be one inch (1") less than the specified diameter.

The stakes used in securing the wattles in place shall be placed approximately three feet (3') apart throughout the length of the wattle. Stakes shall be wooden and of adequate size to stabilize the wattles to the satisfaction of the Engineer.

In addition to the requirements of this specifications, wattles shall be listed on the Department's "Approved Sources of Materials".

907-237.03--Construction Requirements.

907-237.03.1--General. The wattles shall be constructed at the locations and according to the requirements shown on the erosion control plan.

907-237.03.2--Maintenance and Removal. The Contractor shall maintain the wattles and remove and dispose of silt accumulations.

When the wattles are no longer needed, they shall be removed and the Contractor shall dispose of silt accumulations and treat the disturbed areas in accordance with the contract requirements.

907-237.04--Method of Measurement. Wattles of the size specified will be measured per linear foot.

907-237.05--Basis of Payment. Wattles, measured as prescribed above, will be paid for at the contract unit price per linear foot, which price shall be full compensation for installation, maintaining and removal of the wattles, the removal and disposal of silt accumulations and any required restoration of the disturbed areas.

Payment will be made under:

907-237-A: Wattles, Size

- per linear foot

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-246-3

CODE: (SP)

DATE: 11/08/2010

SUBJECT: Sandbags and Rockbags

Section 907-246, Sandbags and Rockbags, is hereby added to and made a part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

SECTION 907-246 -- SANDBAGS AND ROCKBAGS

907-246.01--Description. This item of work shall consist of the furnishing, installing, and maintaining sandbags and rockbags for the purpose of temporary erosion control by intercepting and slowing the flow of sediment-laden runoff water, or for use as a temporary dam.

907-246.02--Materials. The filler material for sandbags shall consist of a fine aggregate meeting the requirements of Subsection 703.02. The filler material for rockbags shall consist of a size 57 aggregate meeting the requirements of Subsection 703.03.

The bag material shall be woven polypropylene, polyethylene or polyamide fabric with a minimum unit weight of four (4) ounces per square yard. The bags shall be a minimum of 21 inches in length, 12 inches in width, and four (4) in thickness when filled.

907-246.03--Construction Requirements. Sandbags and rockbags shall be used to construct a berm/dam which will intercept sediment-laden storm water runoff from disturbed areas, create a retention pond, detain sediment, and release water in sheet flow. Sand or rock shall be placed in the bag so that at least the top six (6) inches of the bag is unfilled to allow for proper tying of the open end. Any subsequent rows of bags shall be offset one-half the length of the preceding row to provide a layered brick-type arrangement.

The sandbag and rockbag berm/dam installation shall be maintained in good condition by the Contractor. All necessary work and materials to maintain the integrity of the installation shall be provided until earthwork construction is complete and permanent erosion-control features are in place. The maintenance of the bags will not be paid for separately and will be included in the cost for sandbags or rockbags.

907-246.04--Method of Measurement. Sandbags and rockbags will be measured per linear foot or each.

Sandbags and rockbags measured by the linear foot shall be in accordance with the details in the erosion control drawing. The length of the sandbag or rockbag berm/dam will be measured end-to-end along the cross-section of the ditch in accordance with the erosion control drawing.

907-246.05--Basic of Payment. Sandbags and rockbags, measured as prescribed above, will be

paid for per linear foot or each, which prices shall be full compensation for furnishing bags, fine aggregate, size 57 aggregate, placement of bags, maintenance of the installation, removal and disposal of the sediment deposits and removal after construction has been completed, and for all labor, tools, equipment and incidentals necessary to complete the work.

Payment will be made under:

907-246-A: Sandbags - per linear foot or each

907-246-B: Rockbags - per linear foot or each

CITY OF HATTIESBURG

SPECIAL PROVISION NO. 907-265-1LPA

CODE: (SP)

DATE: 12/01/08

SECTION 265 - WATER MAINS AND APPURTENANCES

265.01 - Description. The work covered by this section consists of furnishing all labor, equipment and materials and performing all operations in connection with the installation of potable water lines, as indicated on the drawings and as specified herein. The work includes clearing, grubbing, trenching, bedding, pipe laying, backfilling, pipe fittings, valves, hydrants, and all incidental items including testing and disinfection of the completed water lines, which are necessary for installation of the mains and connections to hydrants and existing mains and meters.

265.02 - Materials.

265.02.1 – Bedding/Backfill Material. Class 6, Group C Granular Material for bedding shall be in accordance with Section 703.07 of the *Mississippi Standard Specifications for Road and Bridge Construction, 2004 Edition*. Class 9, Group C Granular Material for select backfill shall be in accordance with Section 703.07 of the *Mississippi Standard Specifications for Road and Bridge Construction, 2004 Edition*.

265.02.2 - Concrete. Concrete shall be MDOT Standard Class B concrete.

265.02.3 - Polyvinyl Chloride (PVC) Pipe. PVC water lines shall be "Blue Brute" (blue in color), or equal, Class 150, DR 18 polyvinyl chloride pipe manufactured in accordance with AWWA C-900 (latest edition) and shall be U.L. listed. Pipe shall be furnished in standard lengths (minimum 20 feet) with integrally cast bells or couplings using elastomeric gaskets that meet the requirements of ASTM D 1869 and F-477. All necessary adapters for connection to fittings shall be provided.

265.02.4 - Ductile Iron Pipe. Ductile iron pipe shall be designed in accordance with AWWA Specification C150 and manufactured in accordance with AWWA Specification C151. Joints shall conform with AWWA Specification C111 or C115 as applicable and shall be of the push on or mechanical type except where flanged joints are indicated on the plans. Where designated on the plans, pipe joints shall be restrained with mechanical restraint devices. Pipe interior shall be cement mortar lined per ANSI A21.4 (AWWA C104). Ductile iron pipe 4" and less in diameter shall be of thickness Class 51. Ductile iron pipe 6" and greater in diameter shall be of thickness Class 50, except pipe with threaded flanges shall be Class 53.

265.02.5 - Fire Hydrants. Hydrants shall be three-way M & H Model 129, Mueller Super Centurion 250, or American Flow Control B-84-B-5, with four and one-half inch (4 1/2") valve opening. The length of the lower barrel on each hydrant shall be appropriate for the depth of the water main. The color shall be chosen by the City conforming to the requirements of AWWA C-502.

265.02.6 - Water Valves. Water valves shall be "resilient seat" or "resilient wedge" type gate valves complying with the requirements of AWWA C509 or AWWA C515. Valves shall be epoxy coated inside and outside in conformance with the requirements of AWWA C550. Valves shall be rated for zero leakage to 200 psi and 400 psi hydrostatic test pressure. Valves shall be furnished with a non-rising stem and shall open by turning a 2 inch square operating nut counterclockwise. Gates shall be encapsulated in rubber where exposed to line velocity and shall be field replaceable. Valve ends shall be flanged or mechanical joint, as appropriate for the connection. Mechanical joints shall be recommended by the manufacturer for use with AWWA C-900 PVC or ductile iron pipe and shall be furnished with MJ retainer glands.

Insertion valves shall be installed in the location determined by the Engineer. Insertion valves shall be opened in the open position under pressure and flow conditions without interruption of water service. Final assembly shall provide for the complete shutoff of the flow of water. Sleeve shall be capable of installation on cast iron, ductile iron, asbestos cement and C900 PVC pipe. Sleeve shall be fabricated in two pieces and shall provide a 360 degree seal around the pipe under all working pressures of the system.

265.02.7 - Valve Boxes. Valve boxes shall be of cast or ductile iron as manufactured by Mueller, Kennedy, M & H or equal. Covers shall be cast or ductile iron with a designation of "WATER" embossed on the topside and shall be of the screw down type. Valve boxes shall be the three-piece type, adjustable in length and suitable for installation in roadway surfaces. Stack pipe for valve box adjustment shall be class 150 DR 18 manufactured in accordance with AWWA C-900 PVC or ductile iron pipe. Adjustment risers shall be cast iron and approved prior to use by the Engineer or his authorized representative.

265.02.8 - Fittings. Fittings for water mains of four inch (4") diameter and larger shall be seal coated cast iron or ductile iron with flanged or mechanical joint ends, as appropriate for each connection. All fittings shall be cement mortar lined per ANSI A21.4 (AWWA C104). Mechanical joints shall be recommended by the manufacturer for use with AWWA C-900 PVC or ductile iron pipe and shall be furnished with MJ retainer glands. Fittings shall be manufactured in accordance with AWWA C110. Fittings for use with ductile iron pipe may be of the push-on type. Fittings for connections between new main and existing mains and pipes shall be specifically designed for interconnection of the lines being joined and will be subject to the approval of the City's Engineer or his authorized representative.

265.02.9 – Water Service Tubing. Water service tubing shall be polyethylene "PE" tubing having copper tube O.D. sizes and complying with ASTM D2737, NSF approved, dimensions to fit standard CTS fittings, SDR 9, 200 psi.

265.02.10 – Water Service Appurtenances. Corporation stops, curb stops, wye fittings, and other required service fittings shall conform to AWWA C800. All connections to service tubing shall be by approved compression type fitting, with stainless steel tubing inserts as recommended by the fitting manufacturer.

Curb valves shall employ a one-piece integral plug with full-opening port and tee head, turning on a plastic thrust washer at the top and sealed by an "O"-ring. Typically, curb valves shall have a CTS x FIP connection for non-metered services. For any existing, metered connection, Contractor shall supply a curb valve having the appropriate fitting to reconnect to the existing meter. Existing meters shall be kept in service until after short/long service connection is complete. See plans for typical installation of water services. The valve body shall be a one-piece brass casting with closed bottom. The inlet and/or outlet port shall be sealed by a second "O"-ring. The design shall include a locking ring designed to permit locking the valve in the closed position, using a standard padlock.

Service saddles are required for all service line connections and shall be ductile iron or brass with double stainless steel bands. Saddles shall be specifically recommended for use with the type of pipe being connected to.

265.02.11 – Water Meter Boxes. Service valve boxes shall be plastic structural foam boxes with plastic lid with hinged reader lid. Box shall measure not less than 10" x 16" (at the top) by 12" deep. Where meters boxes must be located in paved areas (concrete or asphalt), provide cast iron meter boxes similar to Vulcan model V-8402.

265.02.12 – Water Meters. Existing water meter to be relocated unless damaged. Water meters that need replacing to be provided by the City of Hattiesburg.

265.02.13 – Filter Fabric. Geotextile fabric shall be non-woven, needle punched, and weigh a minimum of four ounces (4 oz.) per square yard.

265.02.14 – Mechanical Joint Retainer Glands. MJ retainer glands shall be used for all connections of pipe to fittings, valves, or fire hydrants, and shall be made with a suitable restrained joint system, meeting any one of the following specifications:

1. For Ductile or PVC Pipe, a suitable ductile iron retainer gland, designed and recommended by the gland manufacturer, for the type of pipe used. Gland shall be manufactured entirely of 60-42-10 ductile iron conforming to ASTM A536-80. Glands shall attach to the pipe barrel through a plurality of individually activated gripping surfaces (wedges).
2. For PVC Pipe, a heavy ductile iron or fused epoxy coated structural steel (ASTM A36) clamp which employs serrations on its inside surface to firmly grip the outside of the PVC pipe barrel. Clamp shall be specifically designed and recommended for use with the size and thickness class of pipe used. All hardware shall be ductile iron.
3. For Ductile Pipe only, a ductile iron mechanical joint retainer gland employing cupped-end threaded set screws which conform with the pipe manufacturer's guidelines as to number of set screws and torque to be applied to properly restrain the joint to a rating of not less than 250 p.s.i.

265.02.15 – Pipe Joint Restraints. Pipe Joint Restraints shall be installed where applicable as designated on the Drawings, in all pipe encasements, and for pipe joints within specified distances from fittings per the schedule in Drawings. Use two glands similar in design and materials to the joint retainer glands previously specified, one immediately behind the joint bell and one on the pipe spigot, connected by two or more ductile iron rods spanning across the pipe joint. For ductile iron pipe, it is also permissible to use mechanical joint pipe with restrained retainer gland, or special "lock-ring" pipe joints.

265.02.16 – Locator Wire & Utility Marker Tape. Locator wire for attachment to all non-detectable pipe materials shall be a No. 12 coated solid copper wire.

Underground utility marker tape for burial with all types of pipe shall be a minimum of 5 mils thick and 3 inches in width. Minimum tensile strength shall be 35 pounds and tape shall elongate not less than 80 percent before breaking. Tape shall be permanently imprinted with an appropriate legend to identify the contents of the pipe (e.g. "Water Main Below").

265.02.17 – Tapping Sleeves & Valves. Tapping sleeves shall be fabricated from heavy Type 304 stainless steel, with a full circumferential seal to the run pipe provided by a rubber gasket resistant to water, salt solutions, mild acids, gases, and sewage. Multiple stainless steel bolts shall ensure uniform sealing. Outlet flange shall conform with ANSI 150 pound drilling, recessed for tapping valve per MSS-SP 60. A 3/4 inch NPT test plug shall be provided. O.D. range of body must match the actual measured O.D. of the pipe being tapped.

Tapping valves shall conform with the requirements for Gate Valves and Valve Boxes on Water Mains, except that the inlet shall be Class 125 Flange and the outlet, Mechanical Joint. The valve opening shall be oversized to permit a cutter head to pass which is 1/2" smaller than the nominal branch pipe size. Valves shall be furnished complete with cast iron sectional valve box, as is specified under "Gate Valves & Valve Boxes" in these Specifications. A retainer gland as is specified under "Water Pipe & Fittings" is required for the connection of the new pipe to the tapping valve.

265.02.18 – Line Stopping. Line stopping shall include all components of the type and size required to plug the existing water main to be tapped. This will be done to facilitate the tap without losing pressure along the existing water main that is to remain in place.

The line stop fitting shall be split mechanical bolt-on type, fabricated from ASTM A-36 carbon steel, epoxy coated with 18-8 type 304 stainless steel nuts, bolts, and washers, and be complete with equalization fittings, blind flange with gaskets, nuts and bolts. Flanges are AWWA 207 Class D, ANSI 150# drilling. Gaskets are compounded for use with water, salt solutions, and mild acids.

265.03 - Construction Requirements.

265.03.1 – Excavation – General. Excavation shall include the clearing of the site of the work, the loosening, loading, removing, transporting and disposing of all pavements, obstructions, and any other materials, wet or dry, above or below ground necessary to be removed to construct all pipes included in this contract to the lines, grades and locations shown on the Drawings. No burying or burning of trees, stumps, roots, or other debris will be allowed.

It is intended that areas designated as “Easement” be cleared only as necessary to allow construction of the facilities. Any trees or shrubs designated on the plans or directed by the Engineer to remain shall be protected from damage.

Low hanging and unsound or unsightly branches on trees or shrubs designated to remain shall be removed as directed. All trimming shall be done by skilled workman and in accordance with good tree surgery practices. An approved asphaltum base paint prepared specifically for tree surgery shall be furnished and applied by Contractor to cut or scarred surfaces on trees or shrubs selected to remain.

Where required, the Contractor shall remove with care all shrubbery, plants, flower planters, flower bed borders, set aside, watered, and kept alive and reset as before construction work. The Contractor shall furnish and install replacement plants which die as a result of construction operations.

In areas where water main will be installed in close proximity to trees designated to remain or any Live Oak trees, the major root systems and the limbs of the trees shall be protected from damage. Where necessary, contractor shall install water main by tunneling or boring underneath the tree roots, with no additional compensation for materials, labor, or otherwise. If, in the opinion of the Engineer, any damage to the tree does occur, Contractor shall, at his own expense, obtain the services of a certified tree surgeon to perform any and all actions necessary to mitigate or repair the damage.

The Contractor shall, at his own expense, furnish and install all temporary sheeting, timbering and bracing required to maintain the excavation in a condition to furnish safe working conditions and to permit the safe and efficient installation of all items of contract work. The Contractor shall further, at his own expense, shore up or otherwise protect all fences, buildings, walls, walks, curbs, or other property adjacent to any excavation which might be disturbed during the progress of the work, except for such facilities which are within the allowable trench limits and are designated for removal and restoration.

Temporary supports must be removed by the Contractor at his own expense after or concurrently with the completion of the permanent facility.

The Contractor shall do all ditching, pumping, well pointing and bailing, build all drains, and do all other work necessary to keep the excavation clear of ground water, sewage or storm water during the progress of the work and until the finished work is safe from injury. Where the excavation is wet sand, and suitable construction conditions cannot be obtained by other methods, the Contractor shall install and operate, at his own expense, a pumping system connected with well points, so as to drain the same effectually. All well point holes shall be backfilled with sand after removal. No masonry or pipe shall be laid in water, and water shall not be allowed to rise over masonry until concrete or masonry has set at least 48 hours. All water pumped or drained from the work shall be disposed of in a manner that will not damage adjacent property or other work under construction. Necessary precautions shall be taken to protect all construction against flooding.

Whenever the excavation is carried beyond the lines and grades shown on the drawings, the Contractor shall, at this own expense, refill all such excavated space with such material and in such manner as may be directed.

Unsuitable and surplus excavated material not incorporated in the work shall be disposed of by the Contractor at his own expense.

In the event that any existing gas pipe, water pipes, conduits, sewers, storm drains or poles are blocked or interfered with by the excavation required on this project, the Contractor shall maintain them in

continuous operation, and restore them to the same condition as they were prior to the start of construction of this project. Gas pipes or electrical power distribution facilities or any other utilities which are disturbed in any way shall be inspected and repaired (if necessary) by the utility owner, all at no additional compensation from the Owner.

Any culvert pipe joint exposed by excavation shall be wrapped with an approved geotextile filter fabric, three feet in width, before backfilling, at no additional compensation.

265.03.2 – Trench Excavation. The ground shall be excavated in open trenches, of sufficient width and depth to provide ample room within the limits of the excavation, or lines of sheeting and bracing, for the proper construction of the water main.

Mechanical excavation of trenches shall be stopped above the final invert grade elevation so that the pipe may be laid on a firm, undisturbed native earth bed.

The width of the trench at the top of the pipe shall not exceed the outside diameter of the pipe plus two feet. The maximum allowable trench width at the ground surface shall not exceed the outside diameter of the pipe, plus twice the depth of cut. Restoration of disturbed facilities as a pay item will only be allowed within these limits. Facilities disturbed outside the allowable restoration limits shall be restored as detailed in “Restoration of Disturbed Facilities” in these Specifications, but at Contractor’s expense.

The minimum depth of excavation shall be as required for a cover over the completed water main of not less than 30 inches on city and county roads and 36 inches on MDOT rights-of-way. Where water pipes cross under existing drainageways, provide not less than 30 inches under ditches or 18” clearance between the top of the pipe and the bottom of existing storm drain pipes or structures.

265.03.3 – Bedding. Trenches shall be dry when the trench bottom is prepared. A continuous trough shall be pared or excavated to receive the bottom quadrant of the pipe barrel. In addition, bell holes shall be excavated so that after placement, only the barrel of the pipe receives bearing pressure from the trench bottom.

Preparation of the trench bottom and placement of the pipe shall be carefully made so that when in final position, the pipe is true to line and grade.

265.03.4 – Laying Pipe. All nonmetallic pipes shall be installed with a No. 12 coated solid copper wire attached to the top of the pipe. The locator wire shall be permanently secured to the pipe at six foot increments. The locator wire shall be continuous along the length of each pipe segment between access points and be accessible at every valve box, including valves for fire hydrants. Splices shall be made with waterproof connectors. Locator wire assemblies shall also be installed at the locations shown on the plans to provide a maximum spacing of not more than 500 feet between access points to the locator wire. Upon completion of all piping, locator wire, assemblies, and other access points, the Contractor shall coordinate with the Owner for testing. The Owner’s representative will use his locator to test the locator wiring system.

Pipe shall be protected during handling against impact shocks and free fall. Pipe shall be clean at all times, and no pipe shall be used in the work that does not conform to the appropriate specifications.

Pipe shall be laid accurately, to the line and grades with fittings and valves at the required locations as designated in the Drawings. Preparatory to making pipe joints all surfaces of the portions of the pipe to be jointed or of the factory-made jointing material shall be clean and dry. Lubricants, primers, adhesives, etc., shall be used as recommended by the pipe or joint manufacturer's specifications. The jointing materials or factory fabricated joints shall then be placed, fitted, joined, and adjusted in such a workmanlike manner as to obtain the degree of water-tightness required.

If dirt enters the pipe, it shall be removed and the interior pipe surface swabbed with a 1 percent hypochlorite disinfecting solution.

Trenches shall be kept water-free and as dry as possible during bedding, laying, and jointing and for as long a period as required. As soon as possible after the joint is made, sufficient backfill material shall be placed along each side of the pipe to offset conditions that might tend to move the pipe off line and grade.

If pipe and fittings are not kept dry during installation, Contractor shall ensure that any water entering the pipe contains an available-chlorine concentration of approximately 25 mg/l by adding calcium hypochlorite granules or tablets to each length of pipe.

Wherever necessary to deflect pipe from a straight line, either in the horizontal or vertical plane, the degree of deflection shall not exceed maximum permissible deflections as recommended by pipe manufacturer.

265.03.5 – Backfilling. All trenches and excavation shall be backfilled as soon as the work has developed sufficient strength to resist backfilling loads and forces and the work shall be prosecuted expeditiously after it has commenced.

No pipe shall be backfilled above the top of the pipe until the pipe elevations, alignment and the pipe joints have been checked, inspected, and approved by the Engineer.

All pipes as soon as laid shall have the space between the pipe and the bottom and the sides of the trench backfilled to the spring line of the pipe with a select material. This material shall be thoroughly compacted by hand or mechanical means.

Backfill shall then proceed with the placement of select material in 6 inch layers to one foot above the top of the pipe. This backfill shall be compacted by mechanical compactor to not less than 95 percent Standard Proctor Maximum Dry Density.

If pipe trench is under or immediately adjacent to existing or proposed road or drive surfaces, the remainder of the trench shall be backfilled with select material in 8 inch layers to not less than 95 percent Standard Proctor Maximum Dry Density, using a mechanical compactor.

Where the native excavated is not considered suitable by the Engineer, the Engineer may authorize the replacement for such unsuitable material with contractor-furnished select backfill, and shall not be measured for a separate payment. All surplus or unsuitable material not used in backfilling shall be disposed of offsite by Contractor at his own expense.

265.03.6 – Utility Marking. All pipe installations require that utility marker tape (in addition to locator wire attached to nonconductive pipe) be buried in the backfill approximately 12 inches above the top of the pipe. Tape shall be permanently imprinted with an appropriate legend to identify the contents of the pipe (e.g. "Water Main Below".)

265.03.7 – General Requirements. All connections between pipe and fittings shall be made with an approved restrained joint system. In addition, all pipe joints within a distance which is tabulated in the Drawings from a fitting must also employ an approved restrained joint system. The assembly and installation of each restrained joint system shall be in strict accordance with the manufacturer's printed instructions and in the presence of a representative of the Engineer.

For all pipe sizes and types, install only full lengths of pipe adjacent to fittings, except in unusual circumstances.

Contractor must use care to prevent the entry of ground water or other contaminants into the water pipe, fittings, valves and appurtenances, either before, during, or after construction. Pipe delivered for construction shall be stored so as to minimize the entrance of foreign materials. All openings in the pipeline shall be closed with watertight plugs when pipe laying is stopped.

Connections to existing distribution system shall be made in a manner approved by the Engineer and shall be scheduled during times with the least inconvenience to customers and shall be accomplished in a timely manner with a minimum interruption of service. Contractor will be required to provide a minimum of 24 hours advance notification to customers where service will be interrupted. Contractor shall also provide advance notification to the Owner's water department and fire department.

Contractor shall verify size and type of existing water mains prior to connection of the new system. Necessary adapter fittings, glands, or special gaskets shall be furnished as needed to properly connect to the type of existing pipe or fitting encountered.

Where the project requires connection, removal, or any type of contact with existing asbestos cement pipe, Contractor shall comply with all local, state, and federal requirements for the cutting, handling, and disposal of asbestos cement pipe.

Contractor must coordinate the use of domestic water with the Owner. The Owner may allow Contractor to utilize water from the distribution system for the filling of the new water mains and a reasonable amount of water for wellpointing and initial flushing, without compensation. If, in the opinion of the Engineer and Owner, the Contractor did not take proper precautions in preventing debris and contaminants from entering the new system during construction or does not follow proper disinfection procedures as described in the latest revision of AWWA C651, the Owner reserves the right to assess charges to the Contractor for any excessive use of domestic water.

The new water mains shall be kept isolated from the active distribution system until satisfactory bacteriological testing has been completed and the disinfected water flushed out. All valves which separate existing in-service water mains from new water mains constructed under this contract shall remain closed at all times except when opened to fill or flush the new mains. A water-proof plastic tag shall be placed in each separation valve box, with the notice "Keep Closed at All Times." When valves are opened for filling or flushing, only one valve shall be opened at any one time, and only after a suitable flush point has been opened in the new system to relieve pressure and positively prevent the backflow of water from the new mains into the in-service mains.

Contractor shall be responsible for the proper handling and disposal of water discharged during flushing operations. All water discharged from the water system shall be disposed of in a manner that will not damage adjacent property, other work under construction, or adversely affect traffic or the general public. No water shall be discharged to the sanitary sewer collection system. Contractor shall advise and coordinate flushing of water mains with the Owner's water department and fire department and shall be performed in a manner that will not result in less than acceptable water pressure in the existing system. In case of fire or emergency, Contractor shall temporarily cease flushing operations.

265.03.8 – Hydrostatic Testing. Pressure and leakage testing shall be conducted on all pipe and appurtenances, including hydrants and water services, by the Contractor at his expense and in the presence of the Engineer or his representative. The hydrostatic test procedure used shall conform with the requirements of AWWA C-600, Section 4. The test shall be conducted by filling the pipe with clean water under a minimum pressure of 100 p.s.i. There shall be no visible leakage, nor shall the leakage exceed 9.5 gallons per 24 hours per inch diameter per mile as measured over a period of two hours. The Engineer reserves the right to select the line segments to be tested together as a unit, and may choose to separately test small segments if the test result for a larger segment is marginal.

265.03.9 – Disinfection. After completion of the construction and pressure testing of water distribution lines, hydrants, and water services, they shall be flushed and disinfected using at least a 50 mg/l free chlorine solution for 24 hours or as described in the latest revision of AWWA C651, Standard for Disinfecting Water Mains, and in a manner acceptable to the Mississippi State Department of Health. Disposal of heavily chlorinated water may require the Contractor to obtain a permit from the Department of Environmental Quality/Office of Pollution Control.

After final flushing and before the new water mains are connected to the distribution system, the Contractor shall arrange for microbiological water samples to be collected by a Certified Operator of the system, a representative of the Mississippi State Department of Health, or a certified technician of a laboratory certified by the Mississippi State Department of Health. At least one sample shall be collected from every 1200 feet of looped lines and from every dead-end line. No hose or fire hydrant shall be used in the collection of samples.

Water being collected for testing shall not have a chlorine residual higher than is normally maintained in other parts of the distribution system. No chlorine, which is a result of line disinfection, shall be present. A sample showing "No Coliform Present" shall constitute a satisfactory sample when analyzed by the Mississippi State Department of Health environmental laboratory or a laboratory certified by the Mississippi State Department of Health. The costs for all bacteriological sampling and testing shall be the responsibility of the Contractor.

If trench water has entered the new mains during construction or, if in the opinion of the Engineer, excessive quantities of dirt or debris have entered the new mains, bacteriological samples shall be taken at intervals of approximately 200 feet. Samples shall be taken of water that has stood in the new mains for at least 16 hours after final flushing has been completed.

If the initial disinfection fails to produce satisfactory bacteriological results, the new mains shall be reflushed and resampled. If check samples also fail to produce acceptable results, the mains shall be rechlorinated by the continuous-feed or slug method of chlorination as described in the latest revision of AWWA C651 until satisfactory results are obtained.

265.03.10 – Wastewater Disposal Method. The construction contractor shall submit for review and approval the method proposed for disposal of wastewater from hydrostatic tests and disinfection, prior to performing hydrostatic tests. Hydrostatic test and disinfection wastewater discharged to the storm sewer, sanitary sewer, or natural water stream shall not have a chlorine residual greater than 0.01mg/L.

265.03.11 – Separation of Water and Sewer Mains. Water mains should be laid at least 10 feet horizontally and 18 inches vertically from any sanitary sewer or manhole. The bottom of the water line should be at least 18" above the top of the sewer line. Water and sewer lines shall be constructed in separate trenches with adequate space for maintenance.

Where adequate horizontal separation cannot be maintained, the water main should be constructed of ductile iron with joints located at the maximum distance possible from sewer line joints.

Where the horizontal and vertical separation cannot be maintained, then the sewer main must be constructed to water main standards, in addition to the use of ductile iron for the water main.

Where water lines cross over sewer lines, the above requirements will be waived if pipe segments are centered to provide maximum spacing of the joints of both the water and sewer lines and the 18 inch vertical separation (water over sewer) is provided.

265.03.12 – Water Main Removal and Disposal Method. Contractor shall submit for review and approval a proposed schedule and method for the removal of sections or subsections of the existing water system. Also, Contractor shall submit for review and approval a proposed method of documenting the removal and disposal of existing mains in accordance with all applicable laws. Contractor shall maintain records and submit said records prior to any payment for removal of water mains.

265.03.13 – Gate Valves. Gate Valves shall be installed as detailed in the Drawings and in strict accordance with manufacturer's recommendations, along with restrained joint retainer glands and thrust blocking as indicated in the Drawings.

Where any gate valve shall be installed at a depth equal to or greater than 3.5 feet below finished grade, Contractor shall supply and install a valve key extension on the valve. The extension shall be securely

bolted or otherwise attached to the gate valve key per the recommendations of the manufacturer and as approved by the Engineer. Valve key extensions shall be installed plumb in the valve box and at a normal depth to allow easy operation of deep valves with a standard valve key.

265.03.14 – Fire Hydrants. Hydrants shall be installed as shown in the detailed drawings and in a manner that will provide complete accessibility and will prevent damage from vehicles. All hydrants shall stand plumb and shall have their pumper connections at right angles to the centerline of the road. Thrust block backings shall be constructed in strict accordance with manufacturer's recommendations.

Crushed stone or gravel shall be placed at the base of the hydrant to provide drainage.

After installation and prior to final acceptance the fire hydrants shall be painted above the ground line in accordance with AWWA Standard C-502. Color shall match existing hydrants in the project area, or as directed by the City's Engineer or his authorized representative. Multiple coats may be required to achieve uniform appearance if the hydrants are supplied by the manufacturer in a different color than desired.

It should be anticipated that some hydrants designed for bury depths greater than the standard 36 inches will be required, due to existing utility lines and/or ditch flowline elevations. Contractor may choose to utilize manufactured hydrant barrel extensions for some or all of the long-barrel hydrants.

265.03.15 – Water Services.

Where an existing residence or business is currently being serviced by an existing water service, it is Contractor's responsibility to physically locate the point where the existing service pipe crosses the property line (approximate location only - no surveys required). The existing water meter shall then be installed to this point. All work to locate the existing service and to make the final connection to it is included in "Long Service Connection"/"Short Service Connection".

Installation of all service line components (service saddle, corporation stop, tubing, and curb valve) shall be in strict accordance with manufacturer's recommendations. Service lines shall be laid deep enough to prevent damage from freezing, or during routine road or street maintenance, but not so deep as to require installing the line at an excessive angle in the meter box.

Service location reports will be furnished by the Engineer. Forms will be completed and submitted to Engineer by Contractor prior to any progress payments for water services.

It shall be Contractor's responsibility to keep active water service to any and all parcels which are in use or may be in use. Expenses associated with keeping the water service active at necessary lots shall be absorbed by Contractor. Damages to the newly constructed water services by the removal of the existing water mains shall be repaired at Contractor's expense.

265.03.16 – Line Stop Procedure. The contractor shall clean the exterior of the main to remove debris, corrosion deposits and other surface irregularities that might interfere with proper seating and sealing of the line stop fitting against the main.

Line stop fittings installed on slip joints or mechanical joint pipe require at least three standard lengths of pipe remain buried from the point of the line stop to where the line will be cut open. An alternate method is to anchor the line stop fitting in concrete. Line stop fittings shall be installed and pressure tested at 150 psi for 15-30 minutes prior to tapping the main.

Concrete support/anchor shall be installed after pressure test. Concrete support should extend to the "BEAM POINT or CENTER LINE" of the pipe main. This method should prevent movement laterally where the line is isolated and cut open.

Temporary line stop valve shall be installed into the line stop fittings (flanged tee may be mounted to the valve for temporary bypass). Drilling machine shall then be mounted to line stop valve, and the wet tap should be performed.

Once the coupon from the tap is retracted into the machine, the stop valve can be closed and the drilling machine can be de-pressurized and removed. Coupon shall be measured to verify pipe I.D. for sizing adjustments of the folding head stop sealing element.

Line stop machine shall then be mounted on stopping valve and line stop assembly, valve opened, and assembly entered into the pipe and the line stop performed.

Once the pipe main is de-pressurized, alterations can begin.

After alterations are completed, and the new line shall be sanitized. The line stop shall be re-pressurized, and the stopper head removed from the line stop and the valve closed.

Drilling machine with closure plug is mounted to stop valve. Valve is opened and the assembly is installed and locked into position inside the neck of the stop fitting.

The drilling machine shall then be removed, and blind flange shall be installed to the line stop fitting for completion of the job.

265.03.17 – Connection to Existing Water Mains. It is the intent of this contract that the new segments of water mains be constructed and pressure tested prior to connecting them to existing pipes. Temporary plugs and water service-type connections will be required to allow this.

Tapping Sleeves and Valves:

1. Installation of tapping sleeves shall fully conform with manufacturer's recommendations. The pipe barrel to be tapped shall be fully and carefully cleaned. Asbestos cement pipe shall be smoothed with a wire brush to ensure a tight seal of the gaskets against the pipe.
2. Before each sleeve is installed, the pipe barrel to be tapped shall be measured and the actual measured pipe O.D. shall be within the range recommended for the sleeve used.
3. The actual size of the hole cut in the pipe barrel shall be not more than 1/2 inch smaller than the nominal size of the branch connection (e.g., not less than 5 1/2 inches for a 6 inch tap). The drilling machine and shell cutter head used shall be specifically recommended for the type of pipe being tapped.
4. After the tap is complete and the tapping valve closed, the sleeve shall be bled of air and then visually checked for leakage before backfilling.

Connections made to existing water mains (other than those connections made with a tapping sleeve and valve), fittings, or stubs shall be made according to all the requirements in these Specifications. Necessary adapter fittings, glands, or special gaskets shall be furnished as needed to properly connect to the type of existing pipe or fitting encountered. Any cast or ductile iron fittings so used will be measured for separate payment as "Ductile Iron Fittings".

The Owner will assist Contractor by locating existing valves necessary to turn off the water pressure for a short period necessary to make the connection. Contractor shall provide at least 48 hours notice to the Owner for any outages. The Contractor may be requested to schedule some connections for a specific time of day or night, to reduce inconvenience to customers. The Owner and the Engineer do not guarantee that any specific sections of the water system can be isolated by closing existing valves.

After the new water main system is in service and all service connections are transferred, then the existing water mains replaced as a part of this Work shall be physically removed and disposed of in accordance with these Specifications.

Notice is given that some connections to and between the existing water mains which are to be abandoned may exist other than as shown in the Drawings. It is Contractor's obligation to find and disconnect all points of connection between the water mains to be removed and water mains which are to remain, whether shown in the Drawings or not.

The plans indicate certain existing fire hydrants and water valves which are to be removed. Fire hydrants so designated shall be removed in their entirety, including base elbow and bolted-on shut-off valve if so equipped. Valves may be "removed" by removing the 2" operating nut from the top of the valve and removing the valve box -- the entire valve need not be completely removed, unless this is needed to disconnect the water main. All materials removed shall remain the property of the Owner. They shall be delivered in good condition and unloaded at a location determined by the owner.

Where insertion valves or tapping valves are installed deeper than 3.5 feet below finished grade, Contractor shall supply and install valve key extensions in accordance with the requirements of "Gate Valves & Valve Boxes" in these Specifications.

265.03.17 – Separation of Water and Sewer Mains. Water mains should be laid at least 10 feet horizontally and 18 inches vertically from any sanitary sewer or manhole. The bottom of the water line should be at least 18" above the top of the sewer line. Water and sewer lines shall be constructed in separate trenches with adequate space for maintenance.

1. Where adequate horizontal separation cannot be maintained, the water main should be constructed of ductile iron with joints located at the maximum distance possible from sewer line joints.
2. Where the horizontal and vertical separation cannot be maintained, then the sewer main must be constructed to water main standards, in addition to the use of ductile iron for the water main.
3. Where water lines cross over sewer lines, the above requirements will be waived if pipe segments are centered to provide maximum spacing of the joints of both the water and sewer lines and the 18 inch vertical separation (water over sewer) is provided.

265.04 - Method of Measurement. Water distribution pipe, regardless of material type, will be measured as the number of linear feet of pipe in place, field measure, including locator wire and marker tape, regardless of depth, select bedding, select and general backfill, structure excavation, cleaning and disinfection, pumping, and testing. Contractor shall restore trenches and disturbed areas, dispose of unsuitable materials and perform grading and cleanup operations during the course of construction. Areas which are not properly cleaned up and maintained will not be approved for payment.

Where ductile iron pipe is required by the Drawings or directed by the Engineer, payment will also be measured as the number of linear feet of ductile iron pipe installed, field measure, including any necessary locator wire and marker tape, regardless of depth, select bedding, select and general backfill, structure excavation, cleaning and disinfection, pumping, and testing. Contractor shall restore trenches and disturbed areas, dispose of unsuitable materials and perform grading and cleanup operations during the course of construction. Areas which are not properly cleaned up and maintained will not be approved for payment.

Restrained pipe joints will not be measured separately for payment. Carrier pipe in pipe encasements shall be ductile iron, restrained joint pipe.

Removal of all water items shall be included in "Removal of Obstructions".

Distribution pipe fittings will be measured by the pound of fittings in place, including glands, bolts, and gaskets computed upon unit weights listed in AWWA C-110. This applies even if the fittings used are compact ductile iron fittings conforming to AWWA C-153.

Gate Valves will be measured per each. Valves used as fire hydrant isolation valves will not be measured under this item. Payment made for gate valves will be inclusive of all associated costs, including any

required valve key extensions. Where required, valve key extensions will not be measured for separate payment.

Long/Short Service Connections shall be measured per each, for each respective diameter, as the number of actual services connected, regardless of the main's size. Service connections shall include all labor and materials necessary to result in a fully functioning water service, including but not limited to location and connection to existing water service, location and connection to existing/proposed water main, water service tubing, excavation, bedding and backfill, service saddles, corporation stops, curb stops, relocation of water meter, purchase of water meter due to damage by contractor, meter boxes, structure excavation, select bedding, and select or general backfill.

Location of and connection to existing water services will not be measured separately for payment.

Where directed by Engineer and in accordance with these Specifications, Contractor shall wash, bore, or jack water services under existing or proposed improvements. Such work shall be considered incidental to the installation of the new water services and shall not be measured for separate payment.

Fire hydrants shall be measured as the number of units in place, per each, including but not limited to mainline tee, excavation, bedding, concrete and reinforcement, saddle, sleeve, joint restraints, 6-inch gate valve and all appurtenances. No separate payment will be made for hot tapping.

Insertion valve shall be measured per each and shall include furnishing and installing valve and sleeve components, and all equipment, tools, labor, and incidentals necessary to complete the work.

Line stop valve shall be measured per each and include furnishing and installing all fittings, nuts, bolts, washers, blind flange, gasket, tapping sleeve, plugging after completion of the work and all equipment, tools, labor, and incidentals necessary to complete the work.

265.05 - Basis of Payment. This work will be paid for at the contract unit prices per unit specified, complete in place, which shall be full compensation for completing the work. Materials or work for which a pay item is not included and are necessary to complete the work under this section shall be furnished or performed and shall be considered incidental to the completed construction.

Payment will be made under:

907-265-A: 6" C-900 PVC Water Main	-per linear foot
907-265-B: 6" Ductile Iron Water Main	-per linear foot
907-265-A: 8" C-900 PVC Water Main	-per linear foot
907-265-B: 8" Ductile Iron Water Main	-per linear foot
907-265-C: Ductile Iron Fittings	- per pound
907-265-D: 8" Insertion Valve	- per each
907-265-D: 6" Insertion Valve	- per each
907-265-F: Fire Hydrant Assembly	- per each
907-265-K: 6" Line Stop	- per each
907-265-M: Short Service Connection	- per each
907-265-M: Long Service Connection	- per each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-304-13

CODE: (SP)

DATE: 06/06/2012

SUBJECT: Granular Courses

Section 907-304, Granular Courses, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-304.02--Materials. After the first paragraph of Subsection 304.02.1 on page 183, add the following.

Crushed concrete meeting the requirements of Subsection 907-703.04.3 may be used in lieu of granular courses or crushed stone courses specified in the contract. This applies to base courses, shoulders, or other required construction on a prepared foundation.

907-304.03--Construction Requirements.

907-304.03.5--Shaping, Compacting and Finishing. Delete the sixth paragraph of Subsection 304.03.5 on page 185.

Delete the first table in Subsection 304.03.5 on page 186 and substitute the following.

Granular Material	Lot	Individual
<u>Class</u>	<u>Average</u>	<u>Test</u>
7,8,9 or 10	97.0	93.0
5 or 6	99.0	95.0
3 or 4	100.0	96.0
1 or 2	102.0	98.0
Crushed Courses*	99.0	95.0

* When placed on filter fabric on untreated subgrade, the individual tests and the average of the five (5) tests shall equal or exceed the following values.

<u>Lot Average</u>	<u>Individual Test</u>
96.0	92.0

907-304.05--Basis of Payment. Add the “907” prefix to the pay items listed on page 187.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-401-7

DATE: 03/22/2016

SUBJECT: Asphalt Pavements

Delete subparagraph 4 of Subsection 907-401.02.6.4.1 on page 16, and substitute the following.

4. For all pavements on new construction except shoulders that are untreated, the required lot density for all lifts shall be 93.0 percent of maximum density. For all pavements on shoulders that are untreated, the required lot density for all lifts shall be 92.0 percent of maximum density.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-401-7

CODE: (SP)

DATE: 12/02/2014

SUBJECT: Asphalt Pavements

Section 401, Hot Mix Asphalt (HMA) - General, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby deleted and replaced as follows.

SECTION 907-401 - ASPHALT PAVEMENT -- GENERAL

907-401.01--Description. These specifications include general requirements that are applicable to all types of asphalt whether producing Hot Mix Asphalt (HMA) mixtures or Warm Mix Asphalt (WMA) mixtures. These specifications also include the specific requirements for each particular mixture when deviations from the general requirements are necessary.

This work consists of the construction of one or more lifts of asphalt pavement in accordance with these specifications and the specific requirements for the mixture to be produced and in reasonably close conformity with the lines, grades, thicknesses and typical sections shown on the plans or established by the Engineer.

907-401.01.1--Definitions.

Maximum Sieve Size - Maximum sieve size is the smallest sieve size at which 100 percent of the aggregate passes.

Nominal Maximum Sieve Size - The nominal maximum sieve size is one sieve size larger than the first sieve to retain more than 10 percent of the aggregate.

Maximum Density Line - The maximum density line is a straight line plot on the FHWA 0.45 power gradation chart which extends from the zero origin point of the chart through the plotted point of the combined aggregate gradation curve on the nominal maximum sieve size.

Mechanically Fractured Face - An angular, rough, or broken surface of an aggregate particle created by crushing as determined by ASTM Designation: D 5821.

907-401.02--Materials.

907-401.02.1--Component Materials.

907-401.02.1.1--General. Component materials will be conditionally accepted at the plant subject to later rejection if incorporated in a mixture or in work which fails to meet contract requirements.

907-401.02.1.2--Aggregates. The source of aggregates shall meet the applicable requirements of Section 703.

907-401.02.1.2.1--Coarse Aggregate Blend. Mechanically fractured faces by weight of the combined mineral aggregate coarser than the No. 4 sieve:

<u>Mixture</u>	<u>Percent Fractured Faces, minimum</u>
25-mm	70, one-face
19-mm *	80, one-face
12.5-mm	90, two-face
9.5-mm	90, two-face
4.75-mm	90, two-face

- * When used on routes requiring polymer modified asphalt, the top intermediate lift (19-mm mixture), including travel lane and adjacent lane, shall have at least 90 percent two fractured faces minimum. When placed on an existing Portland Cement Concrete surface, all intermediate lifts (19-mm mixture) shall have at least 90 percent fractured two faces minimum.

The maximum percentage by weight of flat and elongated particles, for all mixes other than 4.75-mm, maximum to minimum dimension greater than 5, shall not exceed 10% for all mixtures. This shall be determined in accordance with ASTM Designation: D 4791, Section 8.4, on the combined mineral aggregate retained on the 3/8" sieve.

907-401.02.1.2.2--Fine Aggregate Blend. Of all the material passing the No. 8 sieve and retained on the No. 200 sieve, not more than 60 percent shall pass the No. 30 sieve.

Uncrushed natural sand shall pass the 3/8" sieve and may be used, excluding the content in RAP, in the percentages of the total mineral aggregate by weight set out in the following table:

Mixture	Maximum Percentage of Natural Sand by Total Weight of Mineral Aggregate		
	HT	MT	ST
25-mm	10	10	20
19-mm	10	10	20
12.5-mm	10	10	20
9.5-mm	10	10	10
4.75-mm	25	30	35

907-401.02.1.2.3--Combined Aggregate Blend.**Design Master Range**

Mixture:	25-mm	19-mm	12.5-mm	9.5-mm	4.75-mm
Nominal Maximum Sieve Size:	1 inch	3/4 inch	1/2 inch	3/8 inch	1/4 inch
Sieve Size	Percent Passing				
1½ inch	100				
1 inch	90-100	100			
¾ inch	89 max.	90-100	100		
½ inch	-	89 max.	90-100	100	100
3/8 inch	-	-	89 max.	90-100	95-100
No. 4	-	-	-	89 max.	90-100
No. 8	16-50	18-55	20-60	22-70	-
No. 16	-	-	-	-	30-60
No. 200	4.0-9.0	4.0-9.0	4.0-9.0	4.0-9.0	6.0-12.0

For MT and HT mixtures, the combined aggregate gradation of the job mix formula, when plotted on FHWA 0.45 power chart paper, shall fall entirely below the Maximum Density Line on all sieve sizes smaller than the No. 4 sieve. However, MT and HT mixtures having a minimum fine aggregate angularity index of 44.0, per ASTM Designation: C1252, Method A, may be designed above the maximum density line.

The 9.5-mm mixtures shall have a minimum fine aggregate angularity of 44.0 for HT and MT mixtures and 40.0 for ST mixtures when tested on combined aggregate in accordance with ASTM Designation: C1252 Method A. The 4.75-mm mixtures shall have a minimum fine aggregate angularity of 45.0 for all design levels when tested on combined aggregate in accordance with ASTM Designation: C 1252, Method A.

The minus No. 40 fraction of the combined aggregate shall be non-plastic when tested according to AASHTO Designation: T 90. The clay content for the combined aggregate for underlying layers shall not exceed 1.0 percent, and for the top layer shall not exceed 0.5 percent by weight of the total mineral aggregate when tested according to AASHTO Designation: T 88.

907-401.02.1.3--Bituminous Materials. Bituminous materials shall meet the applicable requirements of Section 702 for the grade specified.

Tack coat shall be the same neat grade asphalt cement used in the mixture being placed or those materials specified for tack coat in Table 410-A on the last page of Section 410. Emulsified asphalt shall not be diluted without approval of the Engineer.

907-401.02.1.4--Blank.

907-401.02.1.5--Hydrated Lime. Hydrated lime shall meet the requirements of Subsection

714.03.2 for lime used in soil stabilization.

907-401.02.1.6--Asphalt Admixtures. Additives for liquid asphalt, when required or permitted, shall meet the requirements of Subsection 702.08.

907-401.02.1.7--Polymers. Polymers for use in polymer modified asphalt pavements shall meet the requirements of Subsection 702.08.3.

907-401.02.2--WMA Products and Processes. The Department will maintain a list of qualified WMA products and processes. No product or process shall be used unless it appears on this list.

The Contractor may propose other products or processes for approval by the Product Evaluation Committee. Documentation shall be provided to demonstrate laboratory performance, field performance, and construction experience.

907-401.02.3--Composition of Mixtures.

907-401.02.3.1--General. Unless otherwise specified or permitted, the asphalt shall consist of a uniform mixture of asphalt, aggregate, hydrated lime and, when required or necessary to obtain desired properties, antistripping agent and/or other materials.

The total amount of crushed limestone aggregate for mixtures, excluding shoulders, when used in the top lift, shall not exceed 50 percent of the total combined aggregate by weight.

Hydrated lime shall be used in all asphalt at the rate of one percent (1%) by weight of the total dry aggregate including aggregate in RAP, if used. The aggregate, prior to the addition of the hydrated lime, shall contain sufficient surface moisture. If necessary, the Contractor shall add moisture to the aggregate according to the procedures set out in Subsection 907-401.03.2.1.2.

The Contractor shall obtain a shipping ticket for each shipment of hydrated lime. The Contractor shall provide the District Materials Engineer with a copy of each shipping ticket from the supplier, including the date, time and weight of hydrated lime shipped and used in hot mix asphalt production. An amount equal to twenty-five percent (25%) of the total value of asphalt items performed during the initial estimate period in which the Contractor fails to submit the hydrated lime shipping tickets to the District Materials Engineer will be withheld from the Contractor's earned work. Non-conformance with this specification for successive estimate period(s) will result in the total value (100%) of asphalt items performed during this period(s) being withheld from the Contractor's earned work. Monies withheld for this non-conformance will be released for payment on the next monthly estimate following the date the submittal of hydrated lime shipping tickets to the District Materials Engineer is brought back into compliance with this specification.

Mixtures will require the addition of an antistripping agent when the Tensile Strength Ratio (MT-63) and/or the Boiling Water Test (MT-59) fail to meet the following criteria.

Tensile Strength Ratio (TSR - MT-63)

Wet Strength / Dry Strength 85 percent minimum

Interior Face Coating 95 percent minimum

Boiling Water Test (MT-59)

Particle Coating 95 percent minimum

Reclaimed asphalt pavement (RAP) materials may be used in the production of asphalt in the percentages of the total mix by weight set out in the following table:

Asphalt Mixture	Maximum Percentage of RAP by total weight of mix
4.75-mm	0
9.5-mm	20 *
12.5-mm Surface Lift	20 *
12.5-mm Underlying Lift	30
19-mm	30
25-mm	30

- * At a minimum, RAP shall be processed and/or screened such that the RAP material size does not exceed the nominal maximum sieve size for the mixture specified.

During asphalt production, the RAP shall pass through a maximum 2-inch square sieve located in the asphalt plant after the RAP cold feed bin and prior to the RAP weighing system.

Crushed reclaimed concrete pavement may be used as an aggregate component of all asphalt pavements. When crushed reclaimed concrete pavement is used as an aggregate component, controls shall be implemented to prevent segregation. Crushed reclaimed concrete pavement aggregate shall be separated into coarse and fine aggregate stockpiles using the 3/8-inch or 1/2-inch sieve as a break-point unless otherwise approved by the Engineer in writing.

907-401.02.3.1.1--Mixture Properties.

<u>ALL MIXTURES</u>	<u>Percent of Maximum Specific Gravity (Gmm)</u>
N _{Design}	96.0
N _{Initial}	Less than 90.0
N _{Maximum}	Less than 98.0
<u>VMA CRITERIA</u>	<u>Minimum percent</u>
25-mm mixture	12.0
19-mm mixture	13.0
12.5-mm mixture	14.0
9.5-mm mixture	15.0
4.75-mm mixture	16.0

Mixtures with VMA more than two percent higher than the minimum may be susceptible to

flushing and rutting; therefore, unless satisfactory experience with high VMA mixtures is available, mixtures with VMA greater than two percent above the minimum should be avoided.

The specified VFA range for 4.75-mm nominal maximum size mixtures for design traffic levels >3 million ESAL's (HT Mixtures) shall be 75 to 78 percent, for design traffic levels of 1.0 to 3 million ESAL's (MT mixtures) 65 to 78 percent, and for design traffic levels of <1.0 million ESAL's (ST mixtures) 65 to 78 percent.

DUST/BINDER RATIO for 4.75-mm mixtures

Percent Passing No.200 / Effective Binder Percent 0.9 to 2.0

DUST/BINDER RATIO for 9.5-mm, 12.5-mm, 19-mm & 25-mm mixtures

Percent Passing No.200 / Effective Binder Percent 0.8 to 1.6

907-401.02.3.2--Job Mix Formula. The job mix formula shall be established in accordance with Mississippi Test Method: MT-78, where N represents the number of revolutions of the gyratory compactor.

Compaction Requirements:	N _{Initial}	N _{Design}	N _{Maximum}
High Type (HT) Mixtures			
19-mm, 12.5-mm, 9.5-mm & 4.75-mm	7	85	130
Medium Type (MT) Mixtures			
19-mm, 12.5-mm, 9.5-mm & 4.75-mm	7	65	100
All Standard Type (ST) Mixtures;			
25-mm HT & MT Mixtures	6	50	75

At least 10 working days prior to the proposed use of each mixture, the Contractor shall submit in writing to the Engineer a proposed job-mix formula or request the transfer of a verified job-mix formula as set forth in the latest edition of MDOT's Field Manual for HMA and SOP TMD-11-78-00-000. The proposed job-mix formula shall indicate whether the mixture will be produced as HMA or WMA. The process or product used to produce WMA should also be noted on the proposed documentation for the job-mix formula. The job-mix formula shall be signed by a Certified Mixture Design Technician (CMDT).

The Department will perform the tests necessary for review of a proposed job-mix formula for each required mixture free of charge one time only. A charge will be made for additional job-mix formulas submitted by the Contractor for review.

Review of the proposed job-mix formula will be based on percent maximum specific gravity at N_{Initial}, N_{Design}, and N_{Maximum}, VMA @ N_{Design}, resistance to stripping, and other criteria specified for the mixture.

The mixture shall conform thereto within the range of tolerances specified for the particular

mixture. No change in properties or proportion of any component of the job-mix formula shall be made without permission of the Engineer. The job-mix formula for each mixture shall be in effect until revised in writing by the Engineer.

A job-mix formula may be transferred to other contracts in accordance with conditions set forth in the Department's Field Manual for HMA.

The Contractor shall not place any asphalt prior to receiving "tentative" approval and a MDOT design number from the Central Laboratory.

When a change in source of materials, unsatisfactory mixture production results (such as segregation, bleeding, shoving, rutting over $\frac{1}{8}$ ", raveling & cracking) or changed conditions make it necessary, a new job-mix formula will be required. The conditions set out herein for the original job-mix formula are applicable to the new job-mix formula.

In the event the Contractor wishes to change from an approved HMA job-mix formula to WMA or an approved WMA job-mix formula to HMA, the Contractor shall submit the proposed change in writing to the Engineer at least 10 working days prior to the proposed change. If no changes (other than the plant production temperature) are to be made to the job-mix formula, a new MDOT design number will be assigned by the MDOT Central Laboratory.

907-401.02.4--Substitution of Mixture. The substitution of a one (1) size finer mixture for an underlying lift shall require written permission of the State Construction Engineer, except no substitution of a 4.75-mm mixture will be allowed. A 9.5-mm mixture may be substituted for the 12.5-mm mixture designated on the plans as the top lift or pre-leveling. The 19-mm mixture may be substituted for the 25-mm mixture in trench widening work. Any substitution of mixtures shall be of the same type. No other substitutions will be allowed. The quantity of substituted mixture shall be measured and paid for at the contract unit price for the mixture designated on the plans. The substitution of any mixture will be contingent on meeting the required total structure thickness and maintaining the minimum and/or maximum laying thickness for the particular substituted mixture as set out in the following table.

Mixture	Single Lift Laying Thickness Inches	
	Minimum	Maximum
25-mm	3	4
19-mm	2 $\frac{1}{4}$	3 $\frac{1}{2}$
12.5-mm	1 $\frac{1}{2}$	2 $\frac{1}{2}$
9.5-mm	1	1 $\frac{1}{2}$
4.75-mm	$\frac{1}{2}$	$\frac{3}{4}$

907-401.02.5--Contractor's Quality Management Program.

907-401.02.5.1--General. The Contractor shall have full responsibility for quality management

and maintain a quality control system that will furnish reasonable assurance that the mixtures and all component materials incorporated in the work conform to contract requirements. The Contractor shall have responsibility for the initial determination and all subsequent adjustments in proportioning materials used to produce the specified mixture. Adjustments to plant operation and spreading and compaction procedures shall be made immediately when results indicate that they are necessary. Mixture produced by the Contractor without the required testing or personnel on the project shall be subject to removal and replacement by the Contractor at no additional cost to the State.

907-401.02.5.2--Personnel Requirements. The Contractor shall provide at least one Certified Asphalt Technician-I (CAT-I) full-time during asphalt production at each plant site used to furnish material to the project. Sampling shall be conducted by a certified technician or by plant personnel under the direct observation of a certified technician. All testing, data analysis and data posting will be performed by the CAT-I or by an assistant under the direct supervision of the CAT-I. The Contractor shall have a Certified Asphalt Technician-II (CAT-II) available to make any necessary process adjustments. Technician certification shall be in accordance with MDOT SOP TMD-22-10-00-000, MDOT HMA Technician Certification Program. An organizational chart, including names, telephone numbers and current certification, of all those responsible for the quality control program shall be posted in the Contractor's laboratory while the asphaltic paving work is in progress.

907-401.02.5.3--Testing Requirements. As a minimum, the Contractor's quality management program shall include the following:

- (a) Bituminous Material. Provide Engineer with samples in a sealed one quart metal container at the frequency given in MDOT SOP TMD-20-04-00-000.
- (b) Mechanically Fractured Face. Determine mechanically fractured face content of aggregates retained on the No. 4 sieve, at a minimum of one test per day of production.
- (c) Mixture Gradation. Conduct extraction tests for gradation determination on the mixture. Sample according to the frequency in paragraph (i) and test according to Mississippi Test Method MT-31.
- (d) Total Voids and VMA. Determine total voids and voids in mineral aggregate (VMA), at N_{Design} , from the results of bulk specific gravity tests on laboratory compacted specimens. Sample according to the sampling frequency in paragraph (i) and test according to the latest edition of MDOT's Field Manual for HMA.
- (e) Asphalt Content. Sample according to the sampling frequency in paragraph (i). Determine the asphalt content using one of the following procedures.
 - (1) Nuclear gauge per Mississippi Test Method MT-6.
 - (2) Incinerator oven per AASHTO Designation: T 308, Method A.
- (f) Stripping Tests. Conduct a minimum of one stripping test at the beginning of each job-

mix production and thereafter, at least once per each two weeks of production according to Mississippi Test Method: MT-63 and one stripping test per day of production according to Mississippi Test Method: MT-59. Should either the TSR (MT-63) or the boiling water (MT-59) stripping tests fail, a new antistrip additive or rate shall be established or other changes made immediately that will result in a mixture which conforms to the specifications; otherwise, production shall be suspended until corrections are made.

- (g) Density Tests. For 25-mm, 19.5-mm, 12.5-mm & 9.5-mm mixtures, conduct density tests as necessary to control and maintain required compaction according to Mississippi Test Method: MT-16, Method C (nuclear gauge), or AASHTO Designation: T 166. Note - The nuclear gauge may be correlated, at the Contractor's option, with the average of a minimum of five pavement sample densities. For 4.75-mm mixtures, conduct density tests as necessary to control and maintain required compaction according to AASHTO Designation: T 166.
- (h) Quality Control Charts. Plot the individual test data, the average of the last four tests and the control limits for the following items as a minimum:

Mixture Gradation (Percent Passing) Sieves:
 1/2-inch, 3/8-inch, No. 8, No. 16, No. 30 and No. 200.
 Asphalt Content, Percent
 Maximum Specific Gravity, G_{mm}
 Total Voids @ N_{Design} , Percent
 VMA @ N_{Design} , Percent

NOTE: For 4.75-mm mixtures, Quality Control Charts for mixture gradation are not required on the No. 8 and No. 30 sieves. For 4.75-mm mixtures, as a minimum, Quality Control Charts for mixture gradation shall be kept on the 3/8-inch, No. 16 and No. 200 sieves. For all mixtures other than 4.75-mm, Quality Control Charts for mixture gradation are not required on the No. 16 sieve.

Keep charts up-to-date and posted in a readily observable location. Charts may be kept on a computer, however, the charts shall be printed out a minimum of once each production day and displayed in the laboratory. Note any process changes or adjustments on the Air Voids chart.

- (i) Sampling Frequency. Conduct those tests as required above at the following frequency for each mixture produced based on the estimated plant tonnage at the beginning of the day.

<u>Total Estimated Production, tons</u>	<u>Number of Tests</u>
50-800	1
801-1700	2
1701-2700	3
2701+	4

NOTE: Material placed in a storage silo from a previous day's production shall be randomly sampled and tested when removed for placement on the roadway. Such sample(s) shall be independent of the day's production sampling frequency and shall be used in calculating the four (4) sample running average.

- (j) Sample Requirements. Obtain the asphalt mixture samples from trucks at the plant. Obtain aggregate samples from cold feed bins or aggregate stockpile. Save a split portion of all mixture samples at the laboratory site in a dry and protected location for 14 calendar days. At the completion of the project, the remaining samples may be disposed of with the approval of the Engineer.

The above testing frequencies are for the estimated plant production for the day. If production is discontinued or interrupted, the tests will be conducted at the previously established sample tonnage points for the materials that are actually produced. If the production exceeds the estimated tonnage, sampling and testing will continue at the testing increments previously established for the day. A testing increment is defined as the estimated daily tonnage divided by the required number of tests from the table in Subsection 907-401.02.5.3 paragraph (i).

In addition to the above program, the following tests shall be conducted on the first day of production and once for every eight production samples thereafter, with a minimum of one test per production week.

Aggregate Stockpile Gradations per AASHTO Designations: T-11 and T-27.

Reclaimed Asphalt Pavement (RAP) Gradation per Mississippi Test Method MT-31.

Fine Aggregate Angularity for all 4.75-mm and 9.5-mm mixtures and all MT and HT mixtures designed above the maximum density line per ASTM Designation: C 1252, Method A.

Testing of the aggregate and RAP stockpiles during production will be waived provided the Contractor provides the Engineer with gradation test results for the materials in the stockpile determined during the building of the stockpiles. The test results provided shall represent a minimum frequency of one per one thousand tons of material in the stockpile. If the Contractor continues to add materials to the stockpile during asphalt production, the requirements for gradation testing during production are not waived.

907-401.02.5.4--Documentation. The Contractor shall document all observations, records of inspection, adjustments to the mixture, and test results on a daily basis. All tests conducted by the Contractor in accordance with Subsection 907-401.02.5.3(h) shall be included in the running average calculations. If single tests are performed as a check on individual asphalt properties, between regular samples, without performing all tests required in Subsection 907-401.02.5.3(h), the results of those individual tests shall not be included in the running average calculations for that particular property. The Contractor shall record the results of observations and records of inspection as they occur in a permanent field record. The Contractor shall record all process

adjustments and job mix formula (JMF) changes on the air void charts. The Contractor shall provide copies of all test data sheets and the daily summary reports on the appropriate Mississippi DOT forms to the Engineer on a daily basis. The Contractor shall provide a written description of any process change, including blend proportions, to the Engineer as they occur. Information provided to the Engineer must be received in the Engineer's office by no later than 9:00 AM the day after the asphalt is produced. Fourteen days after the completion of the placement of the asphalt, the Contractor shall provide the Engineer with the original testing records and control charts in a neat and orderly manner.

907-401.02.5.5--Control Limits. The following control limits for the job mix formula (JMF) and warning limits are based on a running average of the last four data points.

<u>Item</u>	<u>JMF Limits</u>	<u>Warning Limits</u>
Sieve - % Passing		
1/2-inch	± 5.5	± 4.0
3/8-inch	± 5.5	± 4.0
No. 8	± 5.0	± 4.0
No. 16, for 4.75-mm mixtures ONLY	± 4.0	± 3.0
No. 30	± 4.0	± 3.0
No. 200	± 1.5	± 1.0
Asphalt Content, %	-0.3 to +0.5	-0.2 to + 0.4
Total Voids @ N _{Design} , %	± 1.3	± 1.0
VMA @ N _{Design} , %	- 1.5	- 1.0

907-401.02.5.6--Warning Bands. Warning bands are defined as the area between the JMF limits and the warning limits.

907-401.02.5.7--Job Mix Formula Adjustments. A request for a JMF adjustment signed by a CAT-II may be made to the Engineer by the Contractor. Submit sufficient testing data with the request to justify the change. The requested change will be reviewed by the State Materials Engineer for the Department. If current production values meet the mixture design requirements, a revised JMF will be issued. Adjustments to the JMF shall conform to the latest edition of MDOT's Field Manual for HMA. Adjustments to the JMF to conform to actual production shall not exceed the tolerances specified for the JMF limits. Regardless of such tolerances, any adjusted JMF gradation shall be within the design master range for the mixture specified. The JMF asphalt content may only be reduced if the production VMA meets or exceeds the minimum design VMA requirements for the mixture being produced.

907-401.02.5.8--Actions and Adjustments. Based on the process control test results for any property in question, the following actions shall be taken or adjustments made when appropriate:

- (a) When the running average trends toward the warning limits, the Contractor shall consider taking corrective action. The corrective action, if any, shall be documented. All tests shall be part of the contract files and shall be included in the running average

calculations.

- (b) The Contractor shall notify the Engineer whenever the running average exceeds the warning limits.
- (c) If two consecutive running averages exceed the warning limit, the Contractor shall stop production and make adjustments. Production shall only be restarted after notifying the Engineer of the adjustments made.
- (d) If the adjustment made under (c) improves the process such that the running average after four additional tests is within the warning limits, the Contractor may continue production with no reduction in payment.
- (e) If the adjustment made under (c) does not improve the process and the running average after four additional tests stays in the warning band, the mixture will be considered unsatisfactory. Reduced payment for unsatisfactory mixtures will be applied starting from the stop point to the point when the running average is back within the warning limits in accordance with Subsection 907-401.02.6.3.
- (f) Failure to stop production and make adjustments when required shall subject all mixture produced from the stop point to the point when the running average is back within the warning limits to be considered unsatisfactory. Reduced payment for unsatisfactory mixtures will be applied in accordance with Subsection 907-401.02.6.3.
- (g) If the running average exceeds the JMF limits, the Contractor shall stop production and make adjustments. Production shall only be restarted after notifying the Engineer of the adjustments made.
- (h) All materials for which the running average exceeds the JMF limits will be considered unacceptable and shall be removed and replaced by the Contractor at no additional cost to the State. The Engineer will determine the quantity of material to be replaced based on a review of the individual testing data which make up the running average in question and an inspection of the completed pavement. If the Engineer decides to leave the mixture in place because of special circumstances, the quantity of mixture, as defined above, will be paid for in accordance with Subsection 907-401.02.6.3.
- (i) Single test results shall be compared to 1.7 times the warning and JMF limits. If the test results verified by QA testing (within allowable differences in Subsection 907-401.02.6.2) exceed these limits, the pay factor provided in Subsection 907-401.02.6.3 will apply for the quantity of material represented by the test(s). Single test limits will be used for the acceptance of projects when insufficient tonnage is produced to require four (4) Contractor's tests.
- (j) The above corrective action will also apply for a mixture when the Contractor's testing data has been proven incorrect. The Contractor's data will be considered incorrect when;
1) the Contractor's tests and the Engineer's tests do not agree within the allowable differences given in Subsection 907-401.02.6.2 and the difference can not be resolved, or
2) the Engineer's tests indicates that production is outside the JMF limits and the results have been verified by the Materials Division. The Engineer's data will be used in place of the Contractor's data to determine the appropriate pay factor.

907-401.02.6--Standards of Acceptance.

907-401.02.6.1--General. Acceptance for mixture quality (VMA and total voids @ N_{Design} , gradation, and asphalt content) will be based on random samples tested in accordance with the

latest edition of MDOT's Field Manual for HMA. Pavement densities and smoothness will be accepted by lots as set out in Subsections 907-401.02.6.4 and 907-401.02.6.5.

907-401.02.6.2--Assurance Program for Mixture Quality. The Engineer will conduct a quality assurance program. The quality assurance program will be accomplished as follows:

- 1) Conducting verification tests.
- 2) Validate Contractor test results.
- 3) Periodically observing Contractor quality control sampling and testing.
- 4) Monitoring required quality control charts and test results.
- 5) Sampling and testing materials at any time and at any point in the production or laydown process.

The rounding of all test results will be in accordance with Subsection 700.04.

The Engineer will conduct verification tests on samples taken by the Contractor under the direct supervision of the Engineer at a time specified by the Engineer. The frequency will be equal to or greater than ten percent (10%) of the tests required for Contractor quality control and the data will be provided to the Contractor within two asphalt mixture production days after the sample has been obtained by the Engineer. At least one sample shall be tested from the first two days of production. All testing and data analysis shall be performed by a Certified Asphalt Technician-I (CAT-I) or by an assistant under the direct supervision of the CAT-I. Certification shall be in accordance with the *MDOT HMA Technician Certification Program* chapter in the Materials Division Inspection, Testing, and Certification Manual. The Department shall post a chart giving the names and telephone numbers for the personnel responsible for the assurance program.

The Engineer shall be allowed to inspect Contractor testing equipment and equipment calibration records to confirm both calibration and condition. The Contractor shall calibrate and correlate all testing equipment in accordance with the latest versions of the Department's Test Methods and AASHTO Designation: R 18.

Random differences between the Engineer's verification tests and the current running average of four quality control tests at the time of obtaining the verification sample will be considered acceptable if within the following limits:

Item	Allowable Differences
Sieve - % Passing	
3/8-inch and above	6.0
No. 4	5.0
No. 8	4.0
No. 16, for 4.75-mm mixtures ONLY	3.5
No. 30	3.5
No. 200	2.0
AC Content	0.4
Specimen Bulk SG, Gmb @ N_{Design}	0.030
Maximum SG, Gmm	0.020

If four quality control tests have not been tested prior to the time of the first verification test, the verification test results will be compared to the average of the preceding quality control tests. If the verification test is the first material tested on the project or if a significant process adjustment was made just prior to the verification test, the verification test results will be compared to the average of four subsequent quality control test results. For all other cases after a significant process adjustment, the verification test results will be compared to the average of the preceding quality control tests (taken after the adjustment) as in the case of a new project start-up when four quality control tests are not available.

In the event that; 1) the comparison of the Contractor's running average quality control data and Engineer's quality assurance verification test results are outside the allowable differences in the above table, or 2) if a bias exists between the results, such that one of the results is predominately higher or lower than the other, and the Engineer's results fail to meet the JMF control limits, the Engineer will investigate the reason immediately. As soon as the need for an investigation becomes known, the Engineer will increase the quality assurance sampling rate to the same frequency required for Contractor testing. The additional samples obtained by the Engineer may be used as part of the investigation process or for routine quality assurance verification tests. The Engineer's investigation may include testing of the remaining quality control split samples, review and observation of the Contractor's testing procedures and equipment, and a comparison of split sample test results by the Contractor quality control laboratory, Department quality assurance laboratory and the Materials Division laboratory. The procedures outlined in the latest edition of MDOT's Field Manual for HMA may be used as a guide for the investigation. In the event that the Contractor's results are determined to be incorrect, the Engineer's results will be used for the quality control data and the appropriate payment for the mixture will be based on the procedures specified in Subsection 907-401.02.5.8(j).

The Engineer will periodically witness the sampling and testing being performed by the Contractor. The Engineer, both verbally and in writing, will promptly notify the Contractor of any observed deficiencies. When differences exist between the Contractor and the Engineer which cannot be resolved, a decision will be made by the State Materials Engineer, acting as the referee. The Contractor will be promptly notified in writing of the decision. If the deficiencies are not corrected,

the Engineer will stop production until corrective action is taken.

907-401.02.6.3--Acceptance Procedure for Mixture Quality. All obviously defective material or mixture will be subject to rejection by the Engineer. Such defective material or mixture shall not be incorporated into the finished work. If the defective material has already been placed in the work, the material shall be removed and replaced at no additional cost to the State.

The Engineer will base final acceptance of the asphalt mixture production on the results of the Contractor's testing for total voids and VMA @ N_{Design} , gradation, and asphalt content as verified by the Engineer in the manner hereinbefore described and the uniformity and condition of the completed pavement. Areas of pavement that exhibit non-uniformity or failures, materials or construction related, such as but not limited to segregation, bleeding, shoving, rutting over $\frac{1}{8}$ ", raveling, slippage, or cracking will not be accepted. Such areas will be removed and replaced at no additional cost to the State.

Bituminous mixture placed prior to correction for deficiencies in VMA and total voids @ N_{Design} , gradation, or asphalt content, as required in Subsection 907-401.02.5.8 and determined by the Engineer satisfactory to remain in place will be paid for in accordance with the following pay factors times the contract unit price per ton.

Pay Factor for Mixture Quality *

Item	Produced in Warning Bands	Produced Outside JMF Limits, Allowed to Remain in Place
Gradation	0.90	0.75
Asphalt Content	0.85	0.75
Total Voids @ N_{Design}	0.70	0.50
VMA @ N_{Design}	0.90	0.75

* The minimum single payment will apply.

907-401.02.6.4--Acceptance Procedure for Density. Each completed lift will be accepted with respect to compaction on a lot to lot basis from density tests performed by the Department. For normal production days, divide the production into approximately equal lots as shown in the following table. When cores are being used for the compaction evaluation, randomly obtain one core from each lot. When the nuclear density gauge is being used for compaction evaluation, obtain two random readings from each lot and average the results. See Chapter 7 of the latest edition of MDOT's Field Manual for HMA for more details. Additional tests may be required by the Engineer to determine acceptance of work appearing deficient. The Contractor shall furnish and maintain traffic control for all compaction evaluations, including coring, required in satisfying specified density requirements.

Lot Determination

<u>Daily Production - Tons</u>	<u>Number of Lots</u>
0 - 300	1
301 - 600	2
601 - 1000	3
1001 - 1500	4
1501 - 2100	5
2101 - 2800	6
2801+	7

907-401.02.6.4.1--Roadway Density. The density requirement for each completed lift on a lot to lot basis from density tests performed by the Department shall be as follows:

1. For all leveling lifts, when full lane width and with a thickness as specified in the table in Subsection 907-401.02.4, the required lot density shall be 92.0 percent of maximum density.
2. For all single lift overlays, with or without leveling and/or milling, the required lot density shall be 92.0 percent of maximum density.
3. For all multiple lift overlays of two (2) or more lifts excluding leveling lifts, the required lot density of the bottom lift shall be 92.0 percent of maximum density. The required lot density for all subsequent lifts shall be 93.0 percent of maximum density.
4. For all pavements on new construction, the required lot density for all lifts shall be 93.0 percent of maximum density.

When it is determined that the density for a lot is below the required density (93.0 percent or 92.0 percent) but not lower than 91.0 or 90.0 percent of maximum density, respectively, the Contractor will have the right to remove and replace the lot(s) not meeting the specified density requirements in lieu of accepting reduced payment for the lot(s).

When it is determined that the density for a lot is above 96.0 percent, the Engineer shall notify the Contractor who will make plant adjustments to resolve the problem.

When it is determined that the density for a lot is below 91.0 or 90.0 percent, respectively, the lot(s), or portions thereof shall be removed and replaced in accordance with Chapter 7 of the latest edition of MDOT's Field Manual for HMA at no additional cost to the State. A corrected lot will be retested for approval. No resampling will be performed when pavement samples are used for determining density.

At any time the average daily compaction (the total of the percent compaction for the lots produced in one day divided by the total number of lots for the day) does not meet the required percent compaction or more for two consecutive days, the Contractor shall notify the Engineer of proposed changes to the compactive effort. If the average daily compaction does not meet the

required percent compaction or more for a third consecutive day, the Contractor shall stop production until compaction procedures are established to meet the specified density requirements.

Each lot of work found not to meet the density requirement of 92.0% or 93% of maximum density, respectively, may remain in place with a reduction in payment as set out in the following tables:

**PAYMENT SCHEDULE FOR COMPACTION
OF 92.0 PERCENT OF MAXIMUM DENSITY**

<u>Pay Factor</u>	<u>Lot Density ** % of Maximum Density</u>
1.00	92.0 and above
0.90	91.0 - 91.9
0.70	90.0 - 90.9

** Any lot or portion thereof with a density of less than 90.0 percent of maximum density shall be removed and replaced at no additional cost to the State.

**PAYMENT SCHEDULE FOR COMPACTION
OF 93.0 PERCENT OF MAXIMUM DENSITY**

<u>Pay Factor</u>	<u>Lot Density *** % of Maximum Density</u>
1.00	93.0 and above
0.90	92.0 - 92.9
0.70	91.0 - 91.9

*** Any lot or portion thereof with a density of less than 91.0 percent of maximum density shall be removed and replaced at no additional cost to the State.

The compaction pay factors and mixture quality pay factor, as described in Subsection 907-401.02.6.3, will each apply separately. However, the combined pay factor shall not be less than 0.50 for any mixture allowed to remain in place.

907-401.02.6.4.2--Trench Widening Density. The density for trench widening on a lot to lot basis shall be determined from density tests performed by the Department using pavement samples (cores).

When it is determined that the density for a trench widening lot is below 89.0 percent but not lower than 88.0 percent of maximum density, the Contractor will have the right to remove and replace the lot(s) not meeting the specified density requirements in lieu of accepting reduced payment for the lot(s).

When it is determined that the density for a trench widening lot is above 95.0 percent, the Engineer shall notify the Contractor who will make plant adjustments to resolve the problem.

When it is determined that the density for a trench widening lot is below 88.0 percent, the lot(s), or portions thereof shall be removed and replaced in accordance with Chapter 7 of the latest edition of MDOT's Field Manual for HMA at no additional cost to the State. A corrected lot will be retested for approval. No resampling will be performed when pavement samples are used for determining density.

At any time the daily compaction (the total of the percent compaction for the lots produced in one day divided by the total number of lots for the day) does not meet 89.0 percent compaction or more for two consecutive days, the Contractor shall notify the Engineer of proposed changes to the compactive effort. If the average daily compaction does not meet 89.0 percent compaction or more for a third consecutive day, the Contractor shall stop production until compaction procedures are established to meet the specified density requirement.

Each lot of trench widening work found not to meet the density requirement of 91.0 percent of maximum density may remain in place with a reduction in payment as set out in the following table:

**PAYMENT SCHEDULE FOR COMPACTION
TRENCH WIDENING WORK**

<u>Pay Factor</u>	<u>Lot Density *** % of Maximum Density</u>
1.00	89.0 and above
0.50	88.0 - 88.9

*** Any lot or portion thereof with a density of less than 88.0 percent of maximum density shall be removed and replaced at no additional cost to the State.

The compaction pay factors and mixture quality pay factor, as described in Subsection 907-401.02.6.3, will each apply separately. However, the combined pay factor shall not be less than 0.50 for any mixture allowed to remain in place.

907-401.02.6.5--Blank.

907-401.02.6.6--Blank.

907-401.02.6.7--Surface Correction. Corrective work to sections exceeding short continuous interval thresholds reported by ProVal, as described in Subsection 907-403.03.2.1, shall consist of diamond grinding in accordance with these specifications or methods approved by the Engineer. All surface areas corrected by grinding shall be sealed with a sealant approved by the Engineer.

907-401.02.6.7.1--Diamond Grinding. Grinding of asphalt surfaces shall consist of diamond

grinding the existing asphalt pavement surface to remove surface distortions to achieve the specified surface smoothness requirements.

907-401.02.6.7.2--Equipment. The grinding equipment shall be a power driven, self-propelled machine that is specifically designed to smooth and texture pavement surfaces with diamond blades. The effective wheel base of the machine shall not be less than 12.0 feet. It shall have a set of pivoting tandem bogey wheels at the front of the machine and the rear wheels shall be arranged to travel in the track of the fresh cut pavement. The center of the grinding head shall be no further than 3.0 feet forward from the center of the back wheels.

The equipment shall be of a size that will cut or plane at least two feet (2') wide. It shall also be of a shape and dimension that does not encroach on traffic movement outside of the work area. The equipment shall be capable of grinding the surface without causing spalls at joints, or other locations.

907-401.02.6.7.3--Construction. The construction operation shall be scheduled and proceed in a manner that produces a uniform finish surface. Grinding will be accomplished in a manner to provide positive lateral drainage by maintaining a constant cross-slope between grinding extremities in each lane.

The operation shall result in pavement that conforms to the typical cross-section and the requirements specified in Subsection 907-401.02.6.7.4. It is the intent of this specification that the surface smoothness characteristics be within the limits specified.

The Contractor shall establish positive means for removal of grinding residue. Solid residue shall be removed from pavement surfaces before it is blown by traffic action or wind. Residue shall not be permitted to flow across lanes used by public traffic or into gutters or drainage facilities, but may be allowed to flow into adjacent ditches.

907-401.02.6.7.4--Finished Pavement Surface. The grinding process shall produce a pavement surface that is smooth and uniform in appearance with a longitudinal line type texture. The line type texture shall contain parallel longitudinal corrugations that present a narrow ridge corduroy type appearance. The peaks of the ridges shall not be more than 1/16 inch higher than the bottoms of the grooves.

The finished pavement surface will be measured for riding quality. The grinding shall produce a riding surface which does not exceed either the specified profile index or the specified bump and dip limit.

907-401.02.6.8--Acceptance Procedure for Pavement Smoothness Using Mean Roughness Index (MRI). When compaction is completed, the lift shall have a uniform surface and be in reasonably close conformity with the line, grade and cross section shown on the plans.

The smoothness of the surface lift will be determined by using an Inertial Profiling System (IPS) to measure and record roughness data in each designated location. Roughness data for each longitudinal profile will be reported as a Mean Roughness Index (MRI). MRI is calculated by

averaging the International Roughness Index (IRI) values from the two individual wheelpath profiles. The surface shall be tested and corrected to a smoothness index as described herein with the exception of those locations or specific projects that are excluded from smoothness testing with an IPS.

The smoothness of the surface lift will be determined for traffic lanes, auxiliary lanes, climbing lane and two-way turn lanes. Areas excluded from a smoothness test with the IPS are acceleration and deceleration lanes, tapered sections, transition sections for width, shoulders, crossovers, ramps, side street returns, etc. The roadway pavement on bridge replacement projects having 1,000 feet or less of pavement on each side of the structure will be excluded from a smoothness test. Pavement on horizontal curves having a radius of less than 1,000 feet at the centerline and pavement within the super elevation transition of such curves are excluded from smoothness testing. Smoothness testing shall terminate 264 feet from each transverse joint that separates the pavement from a bridge deck, bridge approach slab or existing pavement not constructed under the contract. This shall apply to any other exceptions including, but not limited to, railroad crossings and manholes. Segments containing a considerable amount of encroachments such as intersections, manholes, curb and gutter sections, etc. may be excluded at the Project Engineer's discretion.

Initial smoothness measurements shall take place no more than 72 hours following placement of surface and must be performed at the posted speed limit or 50 miles per hour (± 5 mile per hour), whichever is lower. This speed requirement will be waived for all lightweight profilers. Measurements will be made in both wheel paths of exterior and interior lanes. The wheel paths shall be designated as being located three feet (3') and nine feet (9') from centerline or longitudinal joint, respectively. Beginning and ending latitude and longitude coordinates shall be required on each smoothness surface test. Testing will also be required on sections that have been surface corrected. No smoothness testing shall be performed when there is moisture of any kind on the pavement surface. Any additional testing shall meet the requirements of Subsection 907-403.03.2.

The surface lift will be accepted on a continuous interval basis for pavement smoothness. Continuous reporting is based upon all MRI values for a specified running interval. These values are averaged and presented at the midpoint of the specified running interval. The last 15 feet of a day's lift may not be obtainable until the lift is continued and for this reason may be included in the subsequent section.

Areas of localized roughness exceeding the continuous 25-foot interval threshold described in Subsection 907-403.03.2.1 shall be corrected regardless of the 528-foot interval MRI value of the section. Surface correction by grinding shall be performed in accordance with Subsection 907-401.02.6.7. The Contractor shall also make other necessary surface corrections to ensure that the final mean roughness index of the section meets the requirements of Subsection 907-403.03.2.

Continuous sections exceeding the accepted long interval MRI value shall be corrected as specified in Subsection 403.03.4. All such corrections shall be performed at no additional costs to the State. Scheduling and traffic control will be the responsibility of the Contractor with

approval of the Engineer. All tests and corrections shall be in accordance with AASHTO R 54-10, Accepting Pavement Ride Quality When Measured Using Inertial Profiling Systems.

907-401.02.6.9--High Speed Inertial Profiling System.

907-401.02.6.9.1--General. The IPS, furnished and operated by the Contractor under the supervision of the Engineer or the Engineer's representative, shall be a dual laser high speed or lightweight vehicle meeting the requirements of AASHTO M 328-10, Standard Specification for Inertial Profiler.

907-401.02.6.9.2--Mechanical Requirements. The IPS should function independent of vehicle suspension and speed with an operational range of 15-70 mph (for high speed profilers only) and must collect data at a sample interval of no more than three inches (3"). All IPSs, operators, and combinations thereof shall be verified in accordance with AASHTO R 56-10, Standard Practice for Certification of Inertial Profiler Systems and AASHTO R 57-10, Operating Inertial Profiler Systems.

907-401.02.6.9.3--Computer Requirements. The computer measurement program must be menu driven, Windows compatible, and able to produce unfiltered profiler runs in any one of the following file formats: University of Michigan's Transportation Research Institute's (UMTRI) Engineering Research Division (*.erd) file, ProVAL's Pavement Profile (*.ppf) file, or Ames Engineering's (*.adf) file format. The computer shall have the ability to display and print data on site for verification and shall have the ability to save and transfer data via Universal Serial Bus (USB) flash drive, which shall be provided by the Contractor.

All profiler runs must be named in the following format for acceptance by the Project Engineer:

- County_Route_Direction_Lane_BeginStation_EndStation

In addition to manufacturers software; the latest version of FHWA's ProVAL software shall be installed on the IPS computer. ProVAL software is available for free download at <http://www.roadprofile.com>.

907-401.02.7--Nuclear Gauges.

907-401.02.7.1--Nuclear Moisture-Density Gauge. The nuclear gauge unit used to monitor density shall contain a full data processor which holds all calibration constants necessary to compute and directly display wet density, moisture, and dry density in pounds per cubic foot. The data processor shall compute and display the percent moisture and percent density based on dry weight.

907-401.02.7.2--Nuclear Asphalt Content Gauge. The Contractor shall furnish and calibrate, unless designated otherwise in the contract, a Troxler Nuclear Asphalt Content Gauge Model 3241 or updated model, or a Campbell Nuclear Asphalt Content Gauge Model AC-2 or an approved equal.

907-401.03--Construction Requirements. Mississippi DOT has adopted the "Hot-Mix Asphalt

Paving Handbook” as the guideline for acceptable asphalt construction practices.

907-401.03.1--Specific Requirements.

907-401.03.1.1--Weather Limitations - General. The mixture shall not be placed when weather conditions prevent the proper handling and finishing or the surface on which it is to be placed is wet or frozen.

When paving operations are discontinued because of rain, the mixture in transit shall be protected until the rain ceases. The surface on which the mixture is to be placed shall be swept to remove as much moisture as possible and the mixture may then be placed subject to removal and replacement at no additional cost to the State if contract requirements are not met.

907-401.03.1.1.1--Weather Limitations For HMA. At the time of placement, the air and pavement surface temperature limitations shall be equal to or exceed that specified in the following table.

TEMPERATURE LIMITATIONS

Compacted Thickness	Temperature
Less than 1½ inches	55°F
1½ inches to 2 inches	50°F
2¼ inches to 3 inches	45°F
Greater than 3 inches	40°F

907-401.03.1.1.2--Weather Limitations For WMA. The air and pavement temperature at the time of placement shall equal or exceed 40°F, regardless of compacted lift thickness.

907-401.03.1.2--Tack Coat. Tack coat shall be applied to previously placed asphalt and between lifts, unless otherwise directed by the Engineer. Tack coat shall be applied with a distributor spray bar. A hand wand will only be allowed for applying tack coat on ramp pads, irregular shoulder areas, median crossovers, turnouts, or other irregular areas. Bituminous materials and application rates for tack coat shall be as specified in Table 410-A on page 293. Construction requirements shall be in accordance with Subsection 407.03 of the Standard Specifications.

907-401.03.1.3--Blank.

907-401.03.1.4--Density. The lot density for all dense graded pavement lifts, except as provided below for preleveling, wedging [less than fifty percent (50%) of width greater than minimum lift thickness], ramp pads, irregular shoulder areas, median crossovers, turnouts, or other areas where the established rolling pattern cannot be performed, shall not be less than the specified percent (92.0% or 93.0%) of the maximum density based on AASHTO Designation: T 209 for the day’s production. For all leveling lifts, when full lane width and with a thickness as specified in the table in Subsection 907-401.02.4, the required lot density shall be 92.0 percent of maximum

density. If a job-mix formula adjustment is made during the day which affects the maximum specific gravity, calculate a new average maximum density for the lot(s) placed after the change.

Pavement core samples obtained for determining density which has a thickness less than two times the maximum size aggregate permitted by the job-mix formula will not be used as a representative sample.

Preleveling, wedging (less than fifty percent of width greater than minimum lift thickness), ramp pads, irregular shoulder areas, median crossovers, turnouts, and other areas where an established rolling pattern cannot be obtained shall be compacted to refusal densification.

907-401.03.2--Bituminous Mixing Plants.

907-401.03.2.1--Plant Requirements.

907-401.03.2.1.1--Cold Aggregate Storage. The cold storage for hydrated lime shall be a separate bulk storage bin with a vane feeder or other approved feeder system which can readily be calibrated. The system shall provide a means for easy sampling of the hydrated lime additive and verifying the quantity of lime dispensed. The feeder system shall require a totalizer.

The hydrated lime additive equipment shall be interlocked and synchronized with the cold feed controls to operate concurrently with the cold feed operation which will automatically adjust the hydrated lime feed to variations in the cold aggregate feed. A positive signal system shall be installed which will automatically shut the plant down when malfunctions cause an improper supply of hydrated lime or water.

The plant shall not operate unless the entire hydrated lime system is functioning properly.

907-401.03.2.1.2--Cold Aggregate Feed. The hydrated lime shall be dispensed dry or as a slurry directly onto the composite aggregate between the cold feed and the dryer. The slurry shall consist of 1 part hydrated lime to 3 parts water.

When hydrated lime is introduced dry, a spray bar or other approved system capable of spraying all aggregate with water shall be installed in order to maintain all aggregate at the moisture condition set out in Subsection 907-401.02.3.1 prior to addition of the hydrated lime. An alternate system for spraying the coarse aggregate stockpiles may be allowed when approved by the Engineer. The approved equipment and methods shall consistently maintain the aggregate in a uniform, surface wet condition. The moisture content of the aggregate-hydrated lime mixture, following spraying and mixing, shall be introduced into the automatic moisture controls of the plant.

The aggregate-hydrated lime mixture shall be uniformly blended by some mechanical means such as a motorized "on the belt" mixer or pug mill located between the cold feed and the dryer. Other mixing devices may be used subject to approval by the Engineer.

A maximum of forty five (45) percent of the total aggregate blend may be fed through any single

cold feed bin. If the JMF calls for more than forty five (45) percent of a specific aggregate, that aggregate must be fed through two (2) or more separate cold feed bins.

907-401.03.2.1.3--Dryer. The efficiency of drying aggregates shall be such that the moisture content of the top asphalt mixture shall not exceed 0.50 percent by weight of the total mixture, and the moisture content of all the underlying mixtures shall not exceed 0.75 percent by weight of the total mixture being produced.

907-401.03.2.1.4--Blank.

907-401.03.2.1.5--Control of Bituminous Material and Antistripping Agent. Specified bituminous materials from different manufacturers or from different refineries of a single manufacturer shall not be mixed in the plant's asphalt cement supply system storage tank and used in the work without prior written approval of the Engineer. Approval is contingent upon the Engineer's receipt of three copies of the manufacturer's certified test report(s) from the Contractor showing that the bituminous material blend conforms to the specifications.

A satisfactory method of weighing or metering shall be provided to ensure the specified quantity of bituminous material. Provisions shall be provided for checking the quantity or rate of flow. Weighing or metering devices shall be accurate within plus or minus one-half percent.

The antistripping agent shall be injected into the bituminous material immediately prior to the mixing operation with an approved in-line injector system capable of being calibrated so as to ensure the prescribed dosage.

An in-line spigot for sampling of asphalt shall be located between the asphalt storage tank and the antistripping agent in-line injector.

907-401.03.2.1.6--Thermometric Equipment. An armored thermometer of adequate range and calibrated in 5°F increments shall be fixed at a suitable location in the bituminous line near the charging valve of the mixer unit.

The plant shall be equipped with an approved dial-scale, mercury-actuated thermometer, pyrometer or other approved thermometric instrument placed at the discharge chute of the dryer to measure the temperature of the material.

When the temperature control is unsatisfactory, the Engineer may require an approved temperature-recording apparatus for better regulation of the temperature.

907-401.03.2.1.7--Screens. A scalping screen shall be used.

907-401.03.2.1.8--Dust Collector. The plant shall be equipped with a dust collector constructed to waste or return collected material. When collected material is returned, it shall be returned through a controlling device which will provide a uniform flow of material into the aggregate mixture.

907-401.03.2.1.9--Safety Requirements. A platform or other suitable device shall be provided so the Engineer will have access to the truck bodies for sampling and mixture temperature data.

907-401.03.2.1.10--Blank.

907-401.03.2.1.11--Truck Scales. The specifications, tolerances and regulations for commercial weighing and measuring devices as recommended by the National Bureau of Standards [National Institute of Standards and Technology (NIST) Handbook 44] shall govern truck scales used in the State of Mississippi, except weighing devices with a capacity of ten thousand (10,000) pounds or more used to weigh road construction materials (i.e. sand, gravel, asphalt, fill dirt, topsoil and concrete) shall have a tolerance of one-half of one percent (1/2 of 1%) in lieu of the requirements of Handbook 44 and shall be regulated by the Mississippi Department of Transportation.

Scales shall be checked and certified by a scale company certified in heavy truck weights by the Mississippi Department of Agriculture and Commerce. In the case of scales used for measurement of materials on Department of Transportation projects, certification shall be performed in the presence of an authorized representative of the Department or a copy of the certification may be furnished for scales that have been checked and certified within the last six months for use on other Department of Transportation projects and are still in the position where previously tested. Scales that have not been checked and certified under NIST Handbook 44 guidelines, except for the herein modified tolerances allowed, shall be so checked and certified prior to use for measurement of materials on Department of Transportation projects. Tests shall be continued on six month intervals with the test conducted in the presence of an authorized representative of the Department.

Truck scales shall be accurate to one-half of one percent of the applied load, shall be sensitive to 20 pounds, and shall have a graduation of not more than 20 pounds.

The Contractor may use an electronic weighing system approved by the Engineer in lieu of truck scales. The system shall be equipped with an automatic print out system which will print a ticket for each load with the following information:

MDOT, Contractor's name, project number, county, ticket number, load number, pay item number, item description of the material delivered, date, time of day, haul vehicle number, gross weight, tare weight, net weight and total daily net weight.

When approved by the Engineer and materials are measured directly from a storage bin equipped with load cells, exceptions may be made to the gross and tare weight requirements.

The ticket shall also have a place for recording the temperature of asphalt mixtures, if applicable, and the signatures of MDOT's plant and roadway inspectors. The load numbers for each project shall begin with load number one (1) for the first load of the day and shall be numbered consecutively without a break until the last load of the day. The Contractor shall provide MDOT with an original and one copy of each ticket. When the ticket information provided by the Contractor proves to be unsatisfactory, MDOT will use imprinter(s) and imprinter tickets to

record load information. All recorded weights shall be in pounds and shall be accurate to within one-half of one percent of the true weight, and the system shall be sensitive to 20 pounds. The Engineer will require random loads to be checked on certified platform scales at no cost to the Department.

When an electronic weighing system utilizes the plant scales of a batch plant, the system may be used only in conjunction with a fully automatic batching and control system.

907-401.03.2.2--Additional Requirements for Batching Plants.

907-401.03.2.2.1--Plant Scales. The plant batch scale weight shall not exceed the platform scale weight by more than one percent (1.0%).

907-401.03.2.3--Additional Requirements for Drum Mixing Plants.

907-401.03.2.3.1--Plant Controls. The plant shall be operated with all the automatic controls as designed and provided by the plant manufacturer. If the automatic controls malfunction, brief periods of manual operations to complete the day's work or to protect the work already placed may be conducted with the approval of the Engineer. During manual operation, the Contractor must continue to produce a uniform mixture meeting all contract requirements.

907-401.03.2.3.2--Aggregate Handling and Proportioning. A screening unit shall be placed between the bins and the mixer to remove oversized aggregate, roots, clayballs, etc.

907-401.03.2.4--Surge or Storage Bins. Surge and/or storage systems may be used at the option of the Contractor provided each system is approved by the Department prior to use. Surge bins shall be emptied at the end of each day's operation. Storage silos may be used to store mixtures as follows:

19-mm & 25-mm mixtures	24 hours
9.5-mm & 12.5-mm mixtures	36 hours

The storage silos must be well sealed, completely heated and very well insulated. The mixture when removed from the storage silo shall be tested to ensure that it meets all the same specifications and requirements as the mixture delivered directly to the paving site. See Subsection 907-401.02.5.3, subparagraph (i) for sampling and testing requirements.

907-401.03.3--Hauling Equipment. The inside surfaces of each vehicle bed shall be coated with a light application of water and thin oil, soap solution, lime water solution or other approved material to prevent the mixture from sticking. Diesel fuel or gasoline shall not be used to lubricate vehicle beds. Truck beds shall be raised to drain excessive lubricants before placing mixture in the bed. An excess of lubricant will not be permitted.

907-401.03.4--Bituminous Pavers. The screed or strikeoff assembly shall be capable of vibrating and heating the full width of the mixture being placed and shall lay the lift with an automatic control device to the specified slope and grade without tearing, pulling or gouging the

mixture surface.

907-401.03.5--Rollers. All rollers shall be self-propelled units capable of maintaining a smooth and uniform forward and reverse speed as required for proper compaction. They shall be equipped with adjustable scrapers, water tanks, mats and a device for wetting the wheels or tires to prevent the mixture from sticking. Adhesion of the mixture to the rollers will not be permitted. The use of diesel fuel or gasoline for cleaning roller wheels or tires or to aid in preventing the mixture from sticking to the wheels or tires is prohibited.

All rollers shall be in good mechanical condition, free from leaking fuels and lubricants, loose link motion, faulty steering mechanism, worn king bolts and bearings. They shall be operational at slow speeds to avoid displacement of the mixture and capable of reversing direction smoothly and without backlash.

907-401.03.6--Preparation of Grade. The foundation upon which asphalt pavement is to be placed shall be prepared in accordance with the applicable Section of the Standard Specification.

Unless otherwise directed, tack coat shall be applied to the underlying surface on which the mixture is to be placed. Emulsions, if used, must be allowed to "break" prior to placement of the bituminous mixture.

Bituminous mixture shall not be placed against the edge of pavements, curbs, gutters, manholes and other structures until sprayed with a thin uniform tack coating. The tack coat shall be protected until the mixture has been placed.

Existing asphalt pavements that require preliminary leveling or patching in advance of placing the bituminous mixture shall be sprayed with a tack coat material and then brought as nearly as practicable to uniform grade and cross section. The material shall be placed by hand or machine in one or more compacted layers approximately two (2) inches or less in compacted thickness.

907-401.03.7--Blank.

907-401.03.8--Preparation of Mixture.

907-401.03.8.1--Preparation of Mixture For HMA. The temperature of the mixture, when discharged from the mixer, shall not exceed 340°F.

907-401.03.8.2--Preparation of Mixture For WMA. Warm mix asphalt is defined as a plant produced asphalt mixture that can be produced and constructed at lower temperatures than typical hot mix asphalt. Typical temperature ranges of non-polymer modified, WMA produced by foaming the asphalt binder at the plant are typically 270°F to 295°F at the point of discharge of the plant. Typical temperature ranges of polymer modified, WMA produced by foaming the asphalt binder at the plant are typically 280°F to 305°F at the point of discharge of the plant. WMA produced by addition of a terminal blended additive may allow the producer to reduce the temperatures below 270°F as long as all mixture quality and field density requirements are met. Production temperatures at the plant may need to be increased or decreased due to factors such as

material characteristics, environmental conditions, and haul time to achieve mixture temperatures at the time of compaction in which uniform mat density can be achieved.

907-401.03.9--Material Transfer Equipment. Excluding the areas mentioned below, the material transferred from the hauling unit when placing the top lift, or the top two (2) lifts of a multi-lift asphalt pavement with density requirements, shall be remixed prior to being placed in the paver hopper or insert by using an approved Materials Transfer Device. Information on approved devices can be obtained from the State Construction Engineer. Areas excluded from this requirement include: leveling courses, temporary work of short duration, detours, bridge replacement projects having less than 1,000 feet of pavement on each side of the structure, acceleration and deceleration lanes less than 1,000 feet in length, tapered sections, transition sections for width, shoulders less than 10 feet in width, crossovers, ramps, side street returns and other areas designated by the Engineer.

907-401.03.10--Spreading and Finishing. Grade control for asphalt pavements shall be established by stringline at least 500 feet ahead of spreading, unless placement is adjacent to curb and gutter, concrete pavement, or other allowed grade control.

The mixture shall be spread to the depth and width that will provide the specified compacted thickness, line, grade and cross section. Placing of the mixture shall be as continuous as possible. On areas where mechanical spreading and finishing is impracticable, the mixture may be spread, raked and luted by hand tools.

Immediately after screeding and prior to compaction, the surface shall be checked by the Contractor and irregularities adjusted. When the edge is feathered as in a wedge lift, it may be sealed by rolling. Irregularities in alignment and grade along the edges shall be corrected before the edges are rolled.

Hauling, spreading and finishing equipment shall be furnished that is capable of and operated in such a manner that the rolling operation will satisfactorily correct any surface blemishes.

The longitudinal joint in the subsequent lift shall offset that in the underlying lift by approximately six (6) inches. However, the joint in the top lift shall be at the centerline or lane line.

907-401.03.11--Compaction. After the mixture has been spread and surface irregularities corrected, it shall be thoroughly and uniformly compacted to the required line, grade, cross section and density.

907-401.03.12--Joints. Joints between previously placed pavement and pavement being placed shall be so formed as to insure thorough and continuous bond.

Transverse construction joints shall be formed by cutting the previously placed mixture to expose the full depth of the lift.

The contact surface of transverse joints and longitudinal joints, except hot joints, shall be sprayed

with a thin uniform tack coating before additional mixture is placed against the previously placed material.

Longitudinal joints shall be formed by overlapping the screed on the previously placed material for a width of at least one (1) inch and depositing the quantity of mixture to form a smooth, tight joint.

Joint Sealant. When a pay item for 907-403-S, Joint Sealant, is included in the contract, the contact surface of transverse joints and longitudinal joints in the surface lift, except hot joints, shall be sealed by spraying a thin, uniform coat of PavonTM, CrafcoTM Pavement Joint Adhesive No. 34524, Dura-Fill Cold Joint Adhesive, or approved equal, prior to placement of additional asphalt against the previously placed material. Manufacturer's recommendations shall be followed if the material needs to be re-heated, and when placing the thin, uniform coat.

Prior to application of the sealant, the face of the joint shall be thoroughly dry and free from dust or any other material that would prevent proper sealing. All joints shall be swept or blown free of loose material, dirt, vegetation, and other debris by means of compressed air or a power sweeper.

Truck and vehicle traffic shall not drive across a sealed joint until it has dried sufficient to prevent damage from tracking.

The Contractor shall furnish the Engineer three copies of the manufacturer's certification stating that the material used meets the requirement of the specifications.

907-401.03.13--Pavement Samples. The Contractor shall cut samples from each lift of asphalt at the time and locations designated by the Engineer. The samples shall be taken for the full depth of each lift and shall be of a size approved by the Engineer but not to exceed 120 square inches. Tools used for cutting or coring of samples shall be of the revolving blade type such as saw or core drill. Cores shall be taken using a 4.0 to 6.0-inch inside diameter coring bit. The sample hole shall be filled, compacted and finished by the Contractor to conform with the surrounding area. No additional compensation will be allowed for furnishing samples and repairing the areas with new pavement.

907-401.03.14--Shoulder Wedge. The Contractor shall attach a device to the screed of the paver that confines the material at the end gate and extrudes the asphalt material in such a way that results in a compacted wedge shape pavement edge of approximately 30 degrees, but not steeper than 35 degrees. The device shall maintain contact between itself and the road shoulder surface and allow for automatic transition to cross roads, driveways, and obstructions. The device shall be used to constrain the asphalt head reducing the area by 10% to 15% increasing the density of the extruded profile. Conventional single plate strike off shall not be used.

The device shall be TransTech Shoulder Wedge Maker, the Advant-Edge, or a similar approved equal device that produces the same wedge consolidation results. Contact information for these wedge shape compaction devices is the following.

1. TransTech Systems, Inc.
1594 State Street
Schenectady, NY 12304
800-724-6306
www.transtechsys.com
2. Advant-Edge Paving Equipment, LLC
P.O. Box 9163
Niskayuna, NY 12309-0163
518-280-6090
Contact; Gary D. Antonelli
Cell: 518-368-5699
email: garya@nycap.rr.com
Website: www.advantedgepaving.com

Before using a similar device, the Contractor shall provide proof that the device has been used on previous projects with acceptable results, or construct a test section prior to the beginning of work and demonstrate wedge compaction to the satisfaction of the Engineer. Short sections of handwork will be allowed when necessary for transitions and turnouts, or otherwise authorized by the Engineer.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-403-14

CODE: (SP)

DATE: 12/02/2014

SUBJECT: Asphalt Pavements

Section 403, Asphalt Pavements, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is deleted and replaced as follows.

SECTION 907-403 - ASPHALT PAVEMENTS

907-403.01--Description. This work consists of constructing one or more lifts of asphalt pavement meeting the requirements of Section 907-401 on a prepared surface in accordance with the requirements of this section and in reasonably close conformity with the lines, grades, thicknesses, and typical cross sections shown on the plans or established by the Engineer. This work shall also include applicable in-grade preparation of the underlying course in accordance with Section 321.

The Contractor must select one of the asphalt mixture processes (HMA or WMA) to be used on this project.

907-403.02--Material Requirements. Materials and their use shall conform to the applicable requirements of Subsection 907-401.02.

907-403.03--Construction Requirements.

907-403.03.1--General. Construction requirements shall be as specified in Subsection 907-401.03, except as otherwise indicated in this section or applicable special provisions.

907-403.03.2--Smoothness Tolerances. Except as noted herein, the finished smoothness of each lift shall conform to the designated grade and cross section within the following tolerances from grade stakes or other grade reference points set at 25-foot intervals:

	Lower* & Leveling Lifts	Lower* Intermediate Lift	Top Intermediate Lift	Surface Lift
Maximum deviation from grade and cross section at any point	1/2"	3/8"	1/4"	1/4"
Maximum deviation from A 10 foot straight edge.....	3/8"	1/4"	1/8"	1/8"

Note: Where more than four (4) lifts of asphalt are required, all lifts, excluding the top three (3) lifts, shall meet the requirements of the lower lift.

- * When tested longitudinally from a stringline located equidistant above points 50 feet apart, the distance from the stringline to the surface at any two points located 12½ feet apart shall not vary one from the other more than the maximum deviation allowed above from a 10-foot straight edge.

Grade stakes or other grade reference points set at 25-foot intervals and maximum deviation from grade and cross section will not be required provided an approved profile averaging device is furnished and properly used for the four conditions set forth herein; however, all other surface requirements are applicable.

- (a) Overlays with one overall lift.
- (b) Overlays with two or more overall lifts -- for each lift above the first overall lift provided each underlying overall lift is within the allowable tolerances.
- (c) Surface lift of new construction provided the underlying lift is within the allowable tolerances.
- (d) Full-depth asphalt construction for lifts above the lower lift provided the lower lift is within the specified tolerances for the lower intermediate lift.

In the placement of full depth asphalt pavement, where the chemically treated base is constructed, graded and/or trimmed, full lane width, to a surface tolerance of $\pm 3/8$ inches from design grade, stringline grade controls may be eliminated for the placement of the asphalt drainage course and all asphalt lifts. In addition, where the base course is crushed stone or crushed concrete and is constructed to a surface tolerance of $\pm 3/8$ inches from design grade using a stringline controlled spreader, stringline grade controls may be eliminated for the placement of the asphalt drainage course and all asphalt lifts.

All other tolerances as specified in Section 321 are applicable, except for bases, when tested longitudinally, the maximum deviation when measured at the 12½-foot midpoint shall be $\pm 3/8$ inches.

Acceptance and payment of asphalt will be determined on a lot to lot basis by cores taken from the completed pavement as outlined in Subsection 907-403.03.3.

Approved contacting type profile averaging devices are those devices capable of working in conjunction with a taut string or wire set to grade, or ski-type device with extreme contact points with the surface at least 30 feet apart. Approved non-contacting type profile averaging devices are laser type ski devices with at least four referencing mobile stations at a minimum length of 24 feet, or an approved equal.

When approved by the Engineer, a short ski or shoe may be substituted for a long ski on the

second paving operation working in tandem.

During the finishing and compacting of pavement lifts, it shall be the responsibility of the Contractor to check the surface and joints for progress toward conformance to surface requirements set forth herein. Variations from surface requirements exceeding the allowable tolerances shall be corrected at the Contractor's expense.

When a portland cement concrete pavement is to be placed on an asphalt lift, the finished top of the asphalt lift shall meet the requirements of Sections 32l and 50l.

Sections(s) or portions thereof representing areas excluded from a smoothness test with the High Speed Inertial Profiling System (IPS) shall also be excluded from consideration for a contract price adjustment for rideability.

Any contract price adjustment for rideability will be applied on a continuous basis to the pay tonnage, determined in accordance with Subsections 907-401.02.6.8 and 907-403.04, for the section(s) or portions thereof for which an adjustment is warranted.

Contract price adjustments for rideability shall only be applicable to the surface lift and furthermore to only the long continuous section(s) or portions of the long continuous section(s) of the surface lift that require smoothness be determined by using a profiling device.

907-403.03.2.1--Smoothness Tolerances for Mean Roughness Index (MRI). Smoothness tolerances shall be applied to asphalt pavements based on the following pavement categories.

Category A applies to the following pavement constructions:

- New construction
- Construction with three (3) or more lifts
- Mill and two (2) or more lifts

Category B applies to the following pavement constructions:

- Mill and one (1) lift
- Two (2) lift overlays without milling

Category C applies to the following pavement constructions:

- Single lift overlay without milling
- All 57,650-pound routes regardless of the pavement construction

Additional projects may qualify for Category C construction at the department's discretion. Spot Leveling does not count as a lift. Full width / continuous leveling courses that have a minimum thickness of $\frac{3}{4}$ " across the entire lane width will be considered a lift.

Category A projects shall have a long continuous interval (528-foot) surface MRI of not more than 60 inches per mile.

Category B projects shall have a long continuous interval (528-foot) surface MRI of not more than 70 inches per mile.

Category C projects shall have the existing surface profiled at no additional cost to the State. These projects shall be measured by a long fixed interval (528-foot) surface MRI and meet the higher value of the following requirements:

A 50% improvement in MRI from the existing surface
OR
80 inches per mile

In the case that 50% of the existing surface MRI is greater than 80 inches per mile, the short continuous threshold shall be increased from 160 inches per mile by the difference between 50% of the existing surface MRI and 80 inches per mile.

For all projects, areas of the surface lift with localized roughness greater than 160 inches per mile as determined by the continuous short interval (25') report will be identified for correction by the Project Engineer.

When a project has multiple lifts, the lift underlying the surface lift shall have a MRI of no more than 10 inches/mile more than the surface lift threshold for both long and short continuous intervals. Category B projects containing multiple lifts must meet the Category C percent improvement requirement for the underlying lift. Corrective action must be taken on those segments that do not meet this requirement. No unit price adjustment will be applied on any underlying lift.

For Category A and B projects, a unit price increase will be added when the MRI for the final surface lift, prior to any required localized roughness (short interval) corrective action, is less than or equal to fifty inches per mile (50.0 inches / mile) on the long interval report. These Projects will be considered for incentive pay based on the following guidelines for the long interval surface lift MRI.

Mean Roughness Index inches / mile	Contract Price Adjustment Percent of Asphalt Unit Bid Price
Less than 35.0	108
35.1 to 40.0	106
40.1 to 45.0	104
45.1 to 50.0	102
50.1 to Required Surface MRI	100

In addition to the above pay incentive factors, a project may be subject to a disincentive when the Long Continuous Interval MRI for the surface exceeds the allowable tolerance.

Mean Roughness Index (inches / mile)	Contract Price Adjustment Percent of Asphalt Unit Bid Price
Above 20.0 Over	REMOVE AND REPLACE
15.1 to 20.0 Over	80
10.1 to 15.0 Over	85
5.1 to 10.0 Over	90
0.1 to 5.0 Over	95
Required Surface MRI	100

For Category C projects, segments may be subject to a disincentive when the Fixed Interval MRI for the surface does not meet the minimum requirements.

Percent Improvement MRI (inches/mile)	Contract Price Adjustment Percent of Asphalt Unit Bid Price
Below 30 Percent	REMOVE AND REPLACE
30.1 to 35.0 Percent	80
35.1 to 40.0 Percent	85
40.1 to 45.0 Percent	90
45.1 to 50.0 Percent	95
Above 50%	100

Segment(s) or portions thereof representing areas excluded from a smoothness test shall also be excluded from consideration for a contract price adjustment for rideability. Where a segment less than 528 feet occurs at the end of a section, it will be combined with the preceding 528-foot segment for calculation of MRI. Corrective action must be taken on those sections that exceed the 'Remove and Replace' threshold as directed by the Project Engineer. The minimum remove and replace length will be 528 feet (0.1 mile). Additional smoothness testing shall be required on sections following replacement and will be required to meet *at least* the maximum surface MRI short of 'Remove and Replace' tolerance.

The above pay factors will be applied in conjunction with the Long Continuous Histogram Chart from ProVAL's Smoothness Assurance Module. The price adjustments for rideability will be tabulated in MDOT's Pay Incentive spreadsheet on the basis of a theoretical tonnage of 110 lbs/yd² * inch thickness (pounds per square yard * inch thickness) determined in accordance with Subsections 907-401.02.6.5 and 907-403.04, for the segment(s) or portions thereof for which an adjustment is warranted.

907-403.03.3--Thickness Requirements. Asphalt overlay lifts shall be constructed as nearly in accordance with the thickness shown on the plans as the underlying pavement and foundation will permit. Periodic and cumulative yield tests will be made to determine practicable conformity to the thickness of each lift. The Engineer may order modifications in placement thicknesses to prevent unwarranted variations in plan quantities.

When the paver is operating off an established grade line, no thickness determination will be

required for the various lifts of pavement. It is understood that the tolerances from design grade will control the thickness requirements.

When grade stakes are eliminated by Notice to Bidders or as outlined in Subsection 907-403.03.2(d) and where resulting in the placement of two (2) or more lifts, acceptance and payment will be determined on a lot to lot basis by cores taken from the completed pavement. Lots will be coincidental with acceptance lots for the surface lift as provided in Subsection 907-401.02.6.4, except that only lots resulting from the placement of mainline surface lift will be used for thickness assessment. One core will be obtained at random from each lot. Irregular areas will not be cored.

When the average thickness of all the cores from the lots representing a day's production, excluding any discarded by the Engineer for justifiable reason, is within three-eighths of an inch ($3/8''$) of the total pavement thickness shown on the plans, excluding lift(s) placed using an established grade line, corrective action will not be required and a price adjustment will not be made for non-conformity to specified thickness.

When the average thickness of all the cores from the lots representing a day's production is deficient in thickness by more than three eighths of an inch ($3/8''$) of the total pavement thickness shown on the plans, excluding lift(s) placed using an established grade line, the deficiency shall be corrected by overlaying the entire length of the day's production. The thickness of the overlay shall be equal to the thickness deficiency but no less than the minimum single lift laying thickness for the specified mixture.

When the thickness of all the cores from the lots representing a day's production is more than three eighths of an inch ($3/8''$) thicker than the total thickness shown on the plans, excluding lift(s) placed using an established grade line, a price adjustment will be made in accordance with Subsection 907-403.05.1.

The cores shall be cut and removed by the Contractor in the presence of the Engineer's representative and turned over to the Engineer's representative for further handling. The Contractor shall fill each core hole with surface lift mixture and compact to the satisfaction of the Engineer within 24 hours after coring.

907-403.03.4--Lift Corrections. Pavement exceeding the allowable surface tolerances shall be corrected at the Contractor's expense by the following methods:

Lower, Leveling and Lower Intermediate Lifts:

- (a) Removal or addition of mixture by skin patching, feather edging, wedge lift construction or full depth patching where appropriate and can be completed in a satisfactory manner.
- (b) Superimposing an additional layer which shall be an approved grade raise for the full roadway width and length of the area to be corrected.

Top Intermediate Lift:

- (a) Removal and the addition of sufficient mixture to provide the specified thickness. Corrections by this method shall be square or rectangular in shape and shall completely cover the area to be corrected.
- (b) Superimposing an additional layer of minimum lift thickness for mixture being used which shall be an approved grade raise for full roadway width of the area to be corrected. Transverse joints shall be perpendicular to the centerline of the pavement.

Surface Lift:

- (a) Removal and the addition of sufficient mixture to provide new material of at least minimum single lift laying thickness for full lane width of the area to be corrected. Transverse joints shall be perpendicular to the centerline of the lane.
- (b) Superimposing an additional layer (minimum lift thickness for mixture being used) which shall be an approved grade raise for full roadway width of the area to be corrected. Transverse joints shall be perpendicular to the centerline of the pavement.

All mixtures used in the correction of unacceptable pavement shall be approved by the Engineer prior to use.

907-403.03.5--Overlays or Widening and Overlays. In addition to the requirements of Subsections 907-403.03.1 through 907-403.03.4, the following requirements will be applicable when an existing pavement is to be overlaid or widened and overlaid.

907-403.03.5.1--Blank.

907-403.03.5.2--Sequence of Operations. In order to expedite the safe movement of traffic and to protect each phase of the work as it is performed, a firm sequence of operations is essential. Unless otherwise provided in the traffic control plan and/or the contract, the following appropriate items of work shall be begun and continually prosecuted in the order listed:

- (a) In sections designated by the Engineer, trim the shoulders along the pavement edges to provide drainage from the pavement.
- (b) Perform pre-rolling to locate areas of pavement with excessive movement per Section 511.
- (c) Perform selective undercutting and patching as directed per Subsection 907-403.03.5.4.
- (d) Perform pressure grouting as specified in Section 512.
- (e) Clean and seal joints per Section 413.
- (f) Complete preparation on one side of roadway to be widened and place widening

materials.

- (g) Reconstruct shoulders to elevation necessary to assure traffic safety.
- (h) Open the widened section to traffic.
- (i) Complete above work for other side of roadway.
- (j) Perform preliminary leveling as directed.
- (k) Apply interlayer as specified.
- (l) Place the first overall leveling lift.
- (m) After the first overall leveling lift, reconstruct shoulders as necessary to eliminate vertical differentials which may be hazardous to traffic.
- (n) Place first intermediate lift.
- (o) Construct shoulders to the contiguous elevation of the first intermediate lift.
- (p) Place remaining intermediate lift, if required.
- (q) Place surface lift.
- (r) Complete construction of shoulders.
- (s) Apply permanent traffic marking.
- (t) Final cleanup.

The above operations shall be performed in such a manner that traffic will be maintained on a paved surface at all times. Two-lane, two-way highways should not be restricted to a single lane in excess of a 3,000-foot section.

907-403.03.5.3--Widening of Pavement. The foundation for widening shall be formed by trenching or excavating to the required depth and constructing a smooth, firm and compacted foundation. It shall have sufficient density and stability to withstand the placement and compaction of subsequent lifts. Soft, yielding and other unsuitable material which the Engineer determines will not compact readily shall be removed and backfilled with granular material or asphalt as directed.

Except as provided herein, excavation for widening, undercutting or other required excavation shall be spread along the edge of the shoulders, foreslopes or other adjacent areas as directed and will be an absorbed item. When the quantity is in excess of what may be used satisfactorily on adjacent areas, the Engineer may direct that the material be loaded, hauled and spread uniformly

on other designated areas. In this case, compensation for handling surplus material will be in accordance with the appropriate pay items as provided in the contract or as extra work.

If the plans require widening of the shoulders or embankment with Contractor furnished material, all suitable material obtained from widening excavation may be used and will be measured and paid for as Contractor furnished materials. No measurement for payment of haul will be made.

Removal and disposal of old stakes, forms and other debris encountered in excavating shall be in accordance with Section 201 and shall be considered as incidental to and included in the unit prices bid for other items. No separate measurement will be made therefor. Pavement edges and surfaces shall be cleaned prior to final shaping and compaction of adjacent trenching or undercut areas.

Granular material for widening shall be placed on a previously prepared, smooth, firm and unyielding foundation in accordance with the typical section. Density of the granular material shall be as specified.

Asphalt for widening, including trench widening, shall meet the applicable requirements of Section 907-401, Section 907-403, and shall be placed in one or more layers as shown on the plans or directed. The surface of the mixture shall be finished as a continuation of the adjacent pavement slope.

Trench rollers or other compaction equipment shall be used to compact the foundation, granular material and bituminous mixtures for widening when standard width rolling equipment cannot be used.

907-403.03.5.4--Patching. Existing pavement which has failed or unsatisfactorily stabilized shall be removed as directed. Removal of pavement will be measured and paid for under the appropriate pay items as provided in the contract.

Backfill shall consist of asphalt or a combination of compacted layers of aggregate material and asphalt. Unless otherwise specified, the Engineer will make this determination based on depth and field conditions.

Asphalt used for backfilling will be measured and paid for at the contract unit price for the mixture designated on the plans as the lowest lift. Aggregate will be measured and paid for under the appropriate pay item as provided in the contract or as extra work.

907-403.03.5.5--Preliminary Leveling. All irregularities of the existing pavement, such as ruts, cross-slope deficiencies, etc., shall be corrected by spot leveling, skin patching, feather edging or a wedge lift in advance of placing the first overall lift.

907-403.03.5.6--Placement of Lifts. The leveling lift shall be placed in a layer, or layers, not exceeding approximately two and one-half inches compacted thickness.

When single lane construction is required, placement of a lift on the adjacent lane may be performed by an approved profile averaging device provided the lane previously placed is within the allowable tolerances for all surface requirements. When any of the tolerances are exceeded, the Contractor shall reestablish the control stringline for laying the adjacent lane should the Contractor elect to perform this work prior to correcting the deficiencies of the lane previously placed. In no case shall a "matching shoe" be used to control the grade of an adjacent lane.

In instances where there are only minor deviations from the allowable tolerances in the first overall lift, the Engineer may permit the Contractor to place the next higher lift by graded stringline in lieu of making the corrections.

Single lane placement of leveling, intermediate and surface lifts shall be limited to the distance covered in one and one-half days in advance of that placed in the adjacent lane.

907-403.03.5.7--Protection of Pavement. The pavement shall be protected and properly maintained until it has been compacted and cooled sufficiently for use by traffic.

907-403.04--Method of Measurement. Asphalt pavement, of the type specified, will be measured by the ton. The weight of the composite mixture shall be determined in accordance with the provisions of Subsection 907-401.03.2.1.11.

The pay quantities for each individual job mix formula (JMF) will be calculated using the approved JMF maximum specific gravity (Gmm) and the following formulas.

When the composite mixture has a maximum specific gravity of 2.540 or less,

$$T_p = T_w$$

When the composite mixture has a maximum specific gravity greater than 2.540,

$$T_p = T_w((100 - (((Gmm * A * B) - C) / (Gmm * A * B)) * 100)) / 100$$

Where:

- T_p = Total tonnage for payment
- T_w = Total tonnage weighed, used and accepted
- Gmm = Maximum Specific Gravity of the approved composite asphalt mixture
- A = 46.725 lbs/yd²/in
- B = 0.93 = 93% density
- C = 110.374 lbs/yd²/in = Theoretical density at 2.540 Gmm

Unless shown as a separate pay item, the furnishing and application of the tack coat will not be measured for payment. When payment is provided, tack coat will be measured as set out in Section 407.

Joint sealant will be measured by the linear foot for each joint sealed.

The quantity of bituminous mixture required to correct the work, when made at the expense of the Contractor, will not be measured for payment.

Any trenching required for widening will not be measured for payment, such cost thereof shall be included in other items of work.

Undercut required by the Engineer will be measured for payment under the appropriate excavation item as provided in the contract or as extra work. Pavement removal and any required trenching will not be included in the measurement for undercut.

Class "B" structural concrete base substituted for asphalt under portland cement concrete bridge end pavement, as per Subsection 502.03.1, will be paid for as asphalt calculated as follows:

Square yards of portland cement concrete bridge end pavement x concrete base thickness in inches x 0.055 = tons of asphalt.

907-403.05--Basis of Payment. Subject to the adjustments set out in Subsections 907-401.02.6.3, 907-401.02.6.4, 907-401.02.6.5 & 907-403.03.2, asphalt pavement, measured as prescribed above, will be paid for at the contract unit price per ton for each lift of pavement specified in the bid schedule and shall be full compensation for completing the work.

Joint sealant will be paid for at the contract unit price per linear foot for each joint which shall be full compensation for furnishing the joint sealant material, cleaning the joint, applying the sealant, and for all equipment, tools, labor, and incidentals necessary to complete the work.

907-403.05.1--Price Adjustment for Thickness Requirement. When grade stakes are eliminated as provided in Subsection 907-403.03.3 and the average thickness of all cores from lots representing a day's production is more than three eighths of an inch (3/8") thicker than the total specified thickness of the pavement, excluding lift(s) placed using an established grade line, a lump sum reduction in payment for the surface lift of lots representing a day's production will be made as follows:

Individual Day's = (Monetary Value of the Day's x $\frac{(D - 3/8)}{ST}$)
L.S. Reduction Surface Lift Production)

Where:

D = The day's average deviation from total pavement thickness shown on the plans, excluding lift(s) placed using an established grade line.

ST = Specified thickness for surface lift.

The total L.S. reduction for the project is the summation of the individual day's reductions in payment.

907-403.05.2--Pay Items.

Payment will be made under:

907-403-A:	<u>(1)</u> , <u>(4)</u> , Asphalt Pavement	- per ton
907-403-B:	<u>(2)</u> , <u>(4)</u> , Asphalt Pavement, Leveling	- per ton
907-403-C:	<u>(3)</u> , <u>(4)</u> , Asphalt Pavement, Trench Widening	- per ton
907-403-D:	<u>(2)</u> , HT, Asphalt Pavement, Polymer Modified	- per ton
907-403-E:	<u>(2)</u> , HT, Asphalt Pavement, Polymer Modified, Leveling	- per ton
907-403-S:	Joint Sealant	- per linear foot or mile

- (1) 4.75-mm mixture, 9.5-mm mixture, 12.5-mm mixture, 19-mm mixture, or 25-mm mixture
- (2) 4.75-mm mixture, 9.5-mm mixture, 12.5-mm mixture, or 19-mm mixture
- (3) 19-mm mixture or 25-mm mixture
- (4) ST, MT or HT

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-407-2

CODE: (SP)

| DATE: 07/22/2014

SUBJECT: Tack Coat

Section 407, Tack Coat, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-407.02.1--Bituminous Material. Delete the second sentence of the first paragraph of Subsection 407.02.1 on page 281, and substitute the following:

When not specified, the materials shall be as specified in Table 410-A on page 293.

907-407.03.3--Application of Bituminous Material. Delete the first paragraph of Subsection 407.03.3 on page 281, and substitute the following.

Tack coat shall be applied with a distributor spray bar. A hand wand will only be allowed for applying tack coat on ramp pads, irregular shoulder areas, median crossovers, turnouts, or other irregular areas. Bituminous materials and application rates for tack coat shall be as specified in Table 410-A on page 293. Tack coat shall not be applied during wet or cold weather, or to a wet surface. Emulsions shall be allowed to "break" prior to superimposed construction.

907-407.05--Basis of Payment. Delete the pay item at the end of Subsection 407.05 on page 282, and substitute the following:

907-407-A: Asphalt for Tack Coat *

- per gallon

* Grade may be specified

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-601-1

CODE: (IS)

DATE: 08/29/2007

SUBJECT: Structural Concrete

Division 600, Incidental Construction, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

After the heading **DIVISION 600 - INCIDENTAL CONSTRUCTION**, add the following:

Unless otherwise specified, all testing of Portland cement concrete in Division 600 shall be in accordance with the requirements of Subsection 907-601.02.1.

907-601.02--Materials.

907-601.02.1--General. Delete the second and third sentence of the first paragraph of Subsection 601.02.1 on page 348, and substitute the following:

Sampling and testing will be in accordance with TMD-20-04-00-000 or TMD-20-05-00-000, as applicable.

907-601.03.6.3--Removal of Falsework, Forms, and Housing. Delete the first paragraph, the table and second paragraph of Subsection 601.03.6.3 on pages 349 and 350, and substitute the following:

The removal of falsework, forms, and the discontinuance of heating, shall be in accordance with the provisions and requirements of Subsection 907-804.03.15, except that the concrete shall conform to the following compressive strength requirements:

Wingwall and Wall Forms not Under Stress	1000 psi
Wall Forms under Stress	2200 psi
Backfill and Cover clear	2400 psi

In lieu of using concrete strength cylinders to determine when falsework, forms, and housings can be removed, an approved maturity meter may be used to determine concrete strengths by inserting probes into concrete placed in a structure. The minimum number of maturity meter probes required for each structural component shall be in accordance with Subsection 907-804.03.15. Procedures for using the maturity meter and developing the strength/maturity relationship shall follow the requirements of Subsection 907-804.03.15. Technicians using the maturity meter or calculating strength/maturity graphs shall meet the requirements of Subsection 907-804.03.15.

907-601.05--Basis of Payment. Add the "907" prefix to the pay items listed on page 352.

CITY OF HATTIESBURG

SPECIAL PROVISION NO. 907-608-1

CODE: (XX)

DATE: 8/07/2009

SUBJECT: ASPHALT PAVEMENT TEXTURING

608.01-Description. This work consist of elevating the temperature of an asphalt pavement surface and then pressing a metal template into the surface to replicate, in relief, the grout depressions common to hand-laid brick or cobblestone, or any other design as shown on the drawings or described in the specifications. The imprinted asphalt pavement surface is then coated with a coating or system of coatings specifically formulated for asphalt pavement. It shall include the furnishing and application of coating or system of coatings.

608.02-References

608.02.1. ASTM D-4541 Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Tester.

608.02.2. ASTM D-4060 Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser.

608.02.3. ASTM D522-93A Standard Test Method for Mandrel Bend Test of Attached Organic Coatings.

608.02.4. ASTM G-155 QUV Accelerated Weathering Environment. Standard Practice for Operating Fluorescent Light Apparatus for UV Exposure of Nonmetallic Materials.

608.02.5. ASTM D-2486 MEK rub test for chemical resistance.

608.02.6. ASTM E-303 British Pendulum test for friction.

608.02.7. EPA 24 ASTM D3960-05 Volatile Organic Compounds.

608.03-Definitions

608.03.1. "Qualified Applicator" is a contractor or applicator who has completed asphalt pavement texturing work and can provide certification and references upon request.

608.03.2. "Textured asphalt Pavement" is asphalt pavement that has been subjected to imprinting or stamping in a specific pattern.

608.04-Submittals. The documents required shall be submitted within 10 days after Notice of Award is issued. The documents are as follows:

608.04.1 Proof of applicator's ability. A copy of the current year license as provided to the proposed applicator issued by a recognized authority in the execution of asphalt pavement texturing work. Failing that, at least 3 reference sites and written references from 3 previous customers for work performed by this applicator.

608.04.2 A list of the major equipment to be used in the execution of the Work. This list will include the asphalt pavement reheat machinery, spray equipment, compactor(s) and templates.

608.04.3 The name of the coating(s) and the coating supplier's name.

608.04.4 Certified performance test results of the coating materials as outlined in Table 1.

608.04.5 Confirmation of coating color(s).

608.05-Construction Requirements

608.05.1 Coatings. Properly designed asphalt pavement coatings have been scientifically formulated to provide the optimal balance of performance properties for a durable, long lasting color and texture to asphalt pavement surfaces. The asphalt pavement coating shall be environmentally safe and meet EPA requirements for Volatile Organic Compounds (VOC). Only asphalt pavement coatings from qualified pavement coating suppliers shall be used. The coating supplier shall provide proof of these required performance properties in Table 1.

608.05.2 Minimum Performance Properties of Asphalt Coatings. The following table outlines the minimum required performance properties of the asphalt pavement coating. These performance properties must be ascertained by a Certificate of Analysis issued by an approved testing facility.

TABLE 1: Required Performance Properties of Asphalt Pavement Coating

Characteristic	Test Specification	Minimum Required result
Durability Taber Abrasion (cycles to wear-through)	ASTM D-4060 Abrasion Resistance of Organic Coatings (wet wear) 7 day cure, 24 hour soak;H-10 wheel	Wear Index (WI) < 5.0
Color stability	ASTM G-155 QUV 2,000 hours (CIE units)	Brick color ΔE < 1.5
Flexibility: Mandrel Bend	ASTM D522-93A Flexibility as measured by Mandrel bend 0.5mm thick sample passes 10 mm at 21°C 0.5mm thick sample passes 125mm at -18°C	
Chemical resistance	ASTM D-2486 Modified MEK scrubs 16 dry mils, number of scrubs until 50% substrate exposed	>5000
Adhesion to Asphalt	ASTM D-4541	Substrate Failure
Friction Wet	ASTM E-303 British Pendulum Tester	>55
Environmental Sensitivity	EPA 24 ASTM D3960-05 Volatile Organic Compounds	VOC < 150

608.05.3 Equipment. The following specialized equipment shall be used in the execution of the Work.

608.05.3.1 Metal wire rope templates are used to create the desired imprint pattern. Metal wire rope shall be $\frac{3}{8}$ " in diameter. Only use templates that have been supplied by a manufacturer who has the proven expertise in manufacturing these templates for this type of application.

608.05.3.2 Only asphalt pavement reheat equipment specifically designed for asphalt pavement texturing shall be used in the execution of this work. The primary asphalt pavement re-heat equipment must cycle the heat application and must allow the equipment operator to check the pavement surface temperature during the heating process. These controls are necessary to enable the pavement temperature to be elevated gradually, giving the operator the ability to ensure that the pavement is not overheated or adversely affected. Heaters without these controls are strictly prohibited as the primary re-heat equipment.

608.05.3.3 Hand-held portable heating devices may be used only for areas where it is difficult to operate the re-heat machine. These may not be used as the primary pavement re-heating device.

608.05.3.4 Finishing tools that are designed to enable the applicator to complete the imprinting of the asphalt pavement in areas which may be inaccessible to the template such as curbs and manhole covers are permitted.

608.05.3.5 Vibratory Plate Compactors shall be used for pressing the templates into the heated asphalt pavement to create the specified pattern.

608.05.3.6 Specialized coating spray equipment must be used in the application of the coating and must be capable of applying the coating to the asphalt pavement surface in a thin, controlled film which will optimize the drying and curing time of the coating. More specifically, the spray equipment pump must be capable of providing a continuous recirculation of the coating in order to keep the solids within the coating in suspension.

608.05.4 Execution

608.05.4.1 General. The pavement texturing system shall be supplied and installed by a Qualified Applicator in accordance with the plans and specifications or as directed by the Owner. Do not begin the Work until confirmation of the Applicator's qualifications is provided in accordance with 608.04.

608.05.4.2 Pre-Conditions – Asphalt Pavement. A highly stable asphalt pavement free of defects is a pre-requisite for the installation of a pavement texturing system. Do not install the pavement texturing system over poor quality asphalt pavement.

608.05.4.2.1 Pre-requisites for new asphalt pavement. A durable and stable asphalt pavement mix design installed according to best practices over a properly prepared and stable substrate is a pre-requisite for all long-lasting asphalt pavement surfaces. The application of a pavement texturing system does not change this requirement.

608.05.4.2.2 Pre-requisites for existing asphalt pavement. Depending upon the condition and age, existing asphalt pavement may or may not be suitable for the successful application of a pavement texturing system. Minimally, the asphalt pavement must be in excellent condition and not have any defects including cracks, ruts or potholes nor demonstrate any flushing, raveling or like deficiencies.

608.05.4.2.3 Pavement Marking Removal: recommended guidelines. Pavement markings may be removed by sandblasting, water-blasting, grinding, or other approved mechanical methods. The removal methods shall, cause no damage to the pavement surface. The Owner shall determine if the removal of the markings is satisfactory for the application of the pavement texturing system. Work shall not proceed until this approval is granted.

608.05.4.2.4 Surface Preparation. The asphalt pavement surface shall be dry and free from all foreign matter, including but not limited to dirt, dust, de-icing materials, and chemical residue.

608.05.4.3 Layout. Layout of the pattern for imprinting into the surface of the asphalt pavement shall be as per the drawings and specifications.

608.05.4.4 Heating the Asphalt Pavement. The Applicator shall use asphalt pavement reheat equipment as described in Section 608.05.3.

The optimal pavement temperature for imprinting the template is dependent upon mix design, modifiers used in the mix, the age of the pavement and weather. The surface temperature of the pavement should not exceed 325°F as determined by an infra-red thermometer reading taken after the heat is applied to the asphalt pavement.

In order to achieve the proper depth of imprint it is important to elevate the asphalt pavement temperature to a minimum depth of 1/2 inch (12.5mm) without burning the pavement surface. This shall be accomplished using asphalt pavement reheat equipment that is specifically designed for this Work.

608.05.4.5 Surface Imprinting. The pavement surface shall be dry and free from all foreign matter, including but not limited to dirt, dust, de-icing materials, and chemical residue.

Once the asphalt pavement has reached imprinting temperature, the templates shall be placed in position and pressed into the surface using vibratory plate compactors. The top of the template is to be flush with the surrounding asphalt pavement and can then be removed. Areas that have an imprint depth less than 3/8 inch shall be re-heated and re-stamped prior to applying the coatings. Hand tooling is a permitted method to achieve proper imprint depth in areas difficult to get at with the template.

608.05.4.6 Application of Asphalt Pavement Coating.

608.05.4.6.1 Application Guidelines. The qualified applicator shall refer to the asphalt pavement coating supplier's recommendations for methods of application. Special care and attention must be paid to ensure asphalt pavement coatings are applied in environmental conditions that permit proper cure.

The coating application shall proceed as soon as possible upon completion of the imprinting of the asphalt pavement.

The pavement surface shall be completely dry and thoroughly cleaned prior to application of the asphalt pavement coating(s).

The qualified applicator shall use spray equipment specifically designed for the application of the coating(s) as outlined in 608.05.3.

Refer to the asphalt pavement coating supplier's recommendations for coating coverage rate, number of recommended passes and recommended film thickness.

608.05.4.7 Opening to Traffic. The surface coating shall be 100% dry before traffic is permitted.

608.06 Method of Measurement. The measured area is the actual area that has received the asphalt pavement texturing. No deduction will be made for the area(s) occupied by manholes, inlets, drainage structures, bollards or by any public utility appurtenances within the area.

608.07 Payment. Asphalt Pavement Texturing will be paid for at the contract unit price per unit specified in the bid schedule of the contract, which shall be full compensation for completing the work.

Payment will be made under:

907-608-E: Asphalt Pavement Texturing

- per square foot

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 border used along the perimeter of all proposed concrete islands and median end noses. 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. 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, 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-C: Colored and Imprinted Concrete Median and
Island Pavement, Thickness

- per square foot or
square yard

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-618-13

CODE: (SP)

DATE: 06/03/2014

SUBJECT: Temporary Construction Signs

Section 618, Maintenance of Traffic and Traffic Control Plan, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-618.03--Construction Requirements.

907-618.03.2--Barricades, Signs, and Flaggers. Delete the second paragraph of Subsection 618.03.2 on page 414, and substitute the following.

Flaggers shall be stationed at such points as may be deemed necessary.

Temporary construction signs shall be removed as their use becomes inapplicable. However, placing temporary signs and their supports flat on the ground outside the shoulder break line will be allowed.

907-618.05--Basis of Payment. Delete the first two pay items listed on page 418, and substitute the following.

907-618-A: Maintenance of Traffic - lump sum

907-618-B: Additional Construction Signs - per square foot

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-626-25

CODE: (IS)

DATE: 11/13/2012

SUBJECT: Thermoplastic Traffic Markings

Section 626, Thermoplastic Traffic Markings, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-626.01--Description. After the last sentence of the first paragraph of Subsection 626.01 on page 443, add the following.

All pavement marking material, excluding edge lines over rumble strips, shall be applied using the extrusion/ribbon method. Edge lines placed over rumble strips shall be applied using the atomization/spray method.

907-626.03.1.1--Equipment. After the second paragraph of Subsection 626.03.1.1 on page 444, add the following.

When edge lines are placed over rumble strips, the equipment must be able to apply the marking material using the atomization/spray method instead of extrusion/ribbon method.

907-626.03.1.2--Construction Details. Delete the second sentence of the first full paragraph of Subsection 626.03.1.2 on page 445, and substitute the following.

Unless otherwise specified in the plans or contract documents, the thickness shall be 90 mils for edge lines, center lines, lane lines, barrier lines and detail stripe including gore markings, and 120 mils for crosswalks, stop lines, and railroad, word and symbol markings.

After the last sentence of the third full paragraph of Subsection 626.03.1.2 on page 445, add the following.

When double drop thermoplastic stripe is called for in the contract, additional beads by the drop-on method shall be applied as follows.

Class A glass beads at a rate of not less than three pounds of beads per 100 feet of six-inch stripe.
Class B glass beads at a rate of not less than three pounds of beads per 100 feet of six-inch stripe.

The Class B glass beads shall be applied to the newly placed stripe first, followed by the application of the Class A glass beads.

907-626.05--Basis of Payment. Delete the pay items listed on page 446 and substitute the following.

907-626-A: 6" Thermoplastic* Traffic Stripe, Skip White	- per linear foot or mile
907-626-B: 6" Thermoplastic* Traffic Stripe, Continuous White	- per linear foot or mile
907-626-C: 6" Thermoplastic* Edge Stripe, Continuous White	- per linear foot or mile
907-626-D: 6" Thermoplastic* Traffic Stripe, Skip Yellow	- per linear foot or mile
907-626-E: 6" Thermoplastic* Traffic Stripe, Continuous Yellow	- per linear foot or mile
907-626-F: 6" Thermoplastic* Edge Stripe, Continuous Yellow	- per linear foot or mile
907-626-G: Thermoplastic* Detail Stripe, <u>Color</u>	- per linear foot
907-626-H: Thermoplastic* Legend, White	- per linear foot or square foot

* Indicate Double Drop if applicable

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-639-8

CODE: (SP)

DATE: 10/28/2014

SUBJECT: Traffic Signal and ITS Equipment Poles

Section 639, Traffic Signal Equipment Poles, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby deleted and replaced as follows.

SECTION 907-639 - TRAFFIC SIGNAL AND ITS EQUIPMENT POLES

907-639.01--Description. This work consists of furnishing all component materials required to form completed independent signal equipment poles and extensions of the types specified and assembling, constructing, erecting and installing same in conformity with these specifications to ensure support poles in accordance with the design(s) and at the lines and grades shown on the plans or as directed.

This work also consists of furnishing and installing support poles and foundations for Intelligent Transportation Systems (ITS) equipment. This work shall consist of assembling, constructing, erecting and installing ground mounted equipment poles with foundations, and equipment poles attached to existing or proposed structures, in conformity with these specifications and in accordance with the design(s) shown on the plans or as directed.

907-639.02--Materials. The materials used in this construction shall conform with the general requirements of these specifications and the specific requirements set out herein.

907-639.02.1--Poles.

907-639.02.1.1--Traffic Signal Poles. Traffic signal poles shall meet the requirements of Subsection 722.02. The traffic signal equipment pole shaft extension shall meet the requirements of the plan.

907-639.02.1.2--Galvanized Steel Poles for Cameras. Ground mounted camera poles and foundations, conduits, connections, clamps, anchor bolts, shoe bases and all other members shall be designed and fabricated in accordance with the standards and requirements listed below. Design and materials documentation shall be furnished as part of the approval request submittal. Certifications will be furnished upon request by the Engineer.

- 1) Poles shall be designed in accordance with the AASHTO "Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals", current edition, including all interims and updates. Design life shall be 50 years for all poles. The design wind speed for all parts of the structure shall be as shown in the design specifications with a minimum of 90 mph. For projects that are in areas with higher wind standards, the higher standard shall be used. The pole shall meet design wind loading with camera(s) installed.

- 2) The Contractor shall submit manufacturer's shop drawings, layout drawings and specifications for equipment and appurtenances for approval by the Engineer no later than ninety (90) days after notice to proceed.
- 3) Pole fabricator shall be certified under Category I, "Conventional Steel Structures" as set forth by the American Institute of Steel Construction Quality Certification Program. Proof of this certification will be required.
- 4) All welding shall be in accordance with Sections 1 through 8 of the American Welding Society (AWS) D1. 1 Structural Welding Code. Tackers and welders shall be qualified in accordance with the American Welding Society Structural Welding code. Tube longitudinal seam welds shall be free of cracks and excessive undercut, performed with automatic processes, and be visually inspected. Longitudinal welds suspected to contain defects shall be magnetic particle inspected. All circumferential butt welded pole and arm splices shall be ultrasonically and radio graphically inspected. All inspection records will be furnished to the Engineer.
- 5) Camera pole system shall consist of a pole, anchor bolts, base plate, ground rod array, communication and power conduits to nearest pull box, grounding conduit, spare conduit and foundation.
- 6) Design computations for the camera poles shall be complete and shall include but not be limited to the following:
 - Consideration shall be given for all parts of the structure.
 - Consideration shall be given for all possible loading combinations including wind and ice loads.
 - Computations shall include design stresses and allowable stresses for all components which comprise the proposed structure.
 - Top of pole deflection shall not exceed 1-inch deflection from center due to 30 mph (non-gust) winds for the 50-foot poles.
 - All complete shop drawings and design computations shall bear the stamp of a Professional Engineer registered in the State of Mississippi.
 - Shop drawings shall be approved by the Engineer prior to fabrication. Approval of the shop drawings does not relieve the Contractor of responsibility for the design, fabrication and erection of the structure.
 - The Engineer reserves the right to reject a pole design if the calculated deflection exceeds that specified herein.
 - The foundation design shall be based on actual soil conditions from soil borings conducted by the Contractor. The cost of the soil borings shall be included in the cost of the pole.
 - The calculations shall include a pole, base plate, and anchor bolt analysis. The pole calculations shall be analyzed at the pole base, 5-foot pole intervals, and at each slip joint splice.
- 7) For each pole shown in the Plans, the following information shall be given:
 - Top/bottom diameter, taper rate, wall thickness, section modulus, moment of inertia, and cross sectional area for each pole section.
 - The centroid, weight, projected area, drag coefficient, velocity pressure, and wind force of each trapezoidal pole section.

- The axial force, shear force, primary moment, total moment, axial stress, bending stress, allowable axial stress, allowable bending stress, allowable shear stress and combined stress ratio (CSR) at each pole section.
 - The pole's angular and linear deflection at each section.
- 8) Pole Mounted Cabinet Access Conduit Nipple:
- Each pole will be manufactured with a 2-inch diameter rigid threaded nipple for conduit connection to a pole-mounted cabinet.
 - The height of this nipple above the base of the pole shall be such that a cabinet mounting height of three (3) feet above ground can be provided.
- 9) Hand Holes:
- Hand hole openings shall be reinforced with 2-inch wide hot rolled steel bar. The opening shall be rectangular and 5" x 8" nominal.
 - The cover shall be 11-gauge steel and shall be secured to a clip-on lock with a tamper-proof screw.
 - The reinforcing rim shall be provided with a 1/2-inch tapped hole and 1/2-inch hex head cap screw for grounding.
 - Hand holes on poles with pole-mounted cabinets and transformers shall be placed toward oncoming traffic. For all other poles, hand holes shall face away from traffic.
 - Section at hand hole to be reinforced to have equivalent section modulus as the section without the hand hole.
- 10) Cable Supports (J-Hooks & Eyelets): Top and bottom J-hooks and eyelets shall be located within the pole directly aligned with each other.
- 11) Base Plate:
- Base plates shall conform to ASTM A572 (50 ksi min. yield).
 - Plates shall be integrally welded to the tubes with a telescopic welded joint or a full penetration butt weld with backup bar.
 - Plates shall be hot dip galvanized.
- 12) Anchor Bolts:
- Anchor bolts shall conform to the requirements of AASHTO M314-90 (105 ksi min. yield.) The upper 12 inches of the bolts shall be hot dip galvanized per ASTM A153.
 - Each anchor bolt shall be supplied with two (2) hex nuts and two (2) hardened washers.
 - The strength of the nuts shall equal or exceed the proof load of the bolts.
 - The top nut shall be torqued so as to produce 60% yield stress of anchor bolt.
 - The Contractor shall not grout between bottom of base plate and top of concrete foundation.
- 13) Pole heights shall be as indicated on the plans.

907-639.02.1.3--Galvanized Steel Poles for Detectors. Ground mounted detector poles and foundations, conduits, connections, clamps, anchor bolts, shoe bases and all other members shall be designed and fabricated in accordance with the standards and requirements listed below. Design and materials documentation shall be furnished as part of the approval request submittal. Certifications will be furnished upon request by the Engineer.

- 1) Poles shall be designed in accordance with the AASHTO "Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals", current edition,

including all interims and updates. Design life shall be 50 years for all poles. Poles shall be designed to withstand the specified forces including those produced by a 100 mph wind with a 1.14 gust effect factor.

- 2) The Contractor shall submit manufacturer's shop drawings, layout drawings and specifications for equipment and appurtenances for approval by the Engineer no later than ninety (90) days after notice to proceed.
- 3) Pole fabricator shall be certified under Category I, "Conventional Steel Structures" as set forth by the American Institute of Steel Construction Quality Certification Program. Proof of this certification will be required.
- 4) Poles shall be formed from a single sheet of hot rolled weldable grade steel, galvanized in accordance with ASTM Designation: A 123. Unless otherwise noted on the plans, poles shall be made from steel meeting the requirements of ASTM Designation: A 572 Grade 55, or A 595 Grade A. Minimum yield strength shall be 48,000 psi after fabrication. Design wind loading shall be as indicated on the plans. The pole shall meet design wind loading with detector(s) installed.
- 5) Poles shall have a constant taper of 0.14 inch nominal per foot.
- 6) All poles shall be equipped with a breakaway device which conforms to the latest AASHTO and FHWA requirements, which have been approved by same. The Contractor shall submit a manufacturer's certification with the pole shop plans stating that the device meets, or exceeds, these standards.
- 7) Pole heights shall be as indicated on the plans.
- 8) Detector pole system shall consist of, but not be limited to a pole, anchor bolts, breakaway base, base plate, ground rod array, communication and power conduit to nearest pull box, grounding conduit, spare conduit and foundation as shown on the Plans.
- 9) Anchor bolts, washers and hex nuts shall be made of steel in accordance with ASTM Designation: F 1554, Grade 55, and shall be galvanized as per ASTM Designation: A 153. Anchor bolts shall be provided for each pole with two (2) hex nuts and washers per bolt. Anchor bolts shall be "L" shaped; minimum yield strength shall be 50,000 psi. A bolt layout template shall be provided by the manufacturer for proper bolt installation. The number of anchor bolts and design yield strength shall be as recommended by the manufacturer.

907-639.02.1.4--Aluminum Poles for Detectors. Ground mounted detector poles and foundations, conduits, connections, clamps, anchor bolts, breakaway bases and all other members shall be designed and fabricated in accordance with the standards and requirements listed below. Design and materials documentation shall be furnished as part of the approval request submittal. Certifications will be furnished upon request by the Engineer.

- 1) Poles shall be designed in accordance with the AASHTO "Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals", current edition, including all interims and updates. Design life shall be 50 years for all poles. The design wind speed for all parts of the structure shall be as shown in the design specifications with a minimum of 90 mph. The pole shall meet design wind loading with detector(s) installed.
- 2) The Contractor shall submit manufacturer's shop drawings, layout drawings and specifications for equipment and appurtenances for approval by the Engineer no later than ninety (90) days after notice to proceed.

- 3) Poles shall be spun or formed from aluminum seamless tubing meeting requirements of ASTM Designation: B 210, Alloy 6063-T4 and after fabrication shall have mechanical properties not less than those specified for Alloy 6063-T6. The poles may also be formed from aluminum plates or sheets meeting the requirements of ASTM Designation: B 209, Alloys 5052-H34 or 5086-H34.
- 4) External surface of poles shall have a satin-type finish, clean and smooth, with all details defined and true to pattern.
- 5) Poles shall have a constant taper of 0.14 inch nominal per foot.
- 6) All poles shall be equipped with a breakaway device which conforms to the latest AASHTO and FHWA requirements, which have been approved by same. The Contractor shall submit a manufacturer's certification with the pole shop plans stating that the device meets, or exceeds, these standards.
- 7) Pole heights shall be as indicated on the plans.
- 8) Detector pole system shall consist of, but not be limited to a pole, anchor bolts, breakaway base, base plate, ground rod array, communication and power conduit to nearest pull box, grounding conduit, spare conduit and foundation as shown on the Plans.
- 9) Anchor bolts, washers and hex nuts shall be made of steel in accordance with ASTM Designation: F 1554, Grade 55, and shall be galvanized as per ASTM Designation: A 153. Anchor bolts shall be provided for each pole with two (2) hex nuts and washers per bolt. Anchor bolts shall be "L" shaped; minimum yield strength shall be 50,000 psi. A bolt layout template shall be provided by the manufacturer for proper bolt installation. The number of anchor bolts and design yield strength shall be as recommended by the manufacturer.

907-639.02.1.5--Structure-Mounted ITS Equipment Poles. Structure-mounted equipment poles and conduits, connections, clamps, mounting hardware and all other members shall be designed and fabricated in accordance with the standards and requirements listed below. Design and materials documentation shall be furnished as part of the approval request submittal. Certifications will be furnished upon request by the Engineer.

- 1) Poles shall be designed in accordance with the AASHTO "Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals", current edition, including all interims and updates. Design life shall be 50 years for all poles. The design wind speed for all parts of the structure shall be as shown in the design specifications with a minimum of 90 mph. For projects that are in areas with higher wind standards, the higher standard is required. The pole shall meet design wind loading with all equipment installed.
- 2) The Contractor shall submit manufacturer's shop drawings, layout drawings and specifications for equipment and appurtenances for approval by the Engineer no later than ninety (90) days after notice to proceed.
- 3) Pole fabricator shall be certified under Category I, "Conventional Steel Structures" as set forth by the American Institute of Steel Construction Quality Certification Program. Proof of this certification will be required.
- 4) All welding shall be in accordance with Sections 1 through 8 of the American Welding Society (AWS) D1. 1 Structural Welding Code. Tackers and welders shall be qualified in accordance with the American Welding Society Structural Welding code. Tube longitudinal seam welds shall be free of cracks and excessive undercut, performed with

automatic processes, and be visually inspected. Longitudinal welds suspected to contain defects shall be magnetic particle inspected. All circumferential butt welded pole and arm splices shall be ultrasonically and radio graphically inspected. All inspection records will be furnished to the Engineer.

- 5) ITS equipment pole system shall consist of a pole, connectors, clamps, mounting hardware, ground wires and rods, grounding conduit, and communication and power conduits to nearest pull box.
- 6) Design computations for structure-mounted poles shall be complete and shall include but not be limited to the following:
 - Consideration shall be given for all parts of the structure.
 - Consideration shall be given for all possible loading combinations including wind and ice loads.
 - Computations shall include design stresses and allowable stresses for all components which comprise the proposed structure.
 - Top of pole deflection shall not exceed 1-inch deflection from center (2-inch deflection diameter) due to 30 mph (non-gust) winds.
 - All complete shop drawings and design computations shall bear the stamp of a Professional Engineer registered in the State of Mississippi.
 - Shop drawings shall be approved by the Engineer prior to fabrication. Approval of the shop drawings does not relieve the Contractor of responsibility for the design, fabrication and erection of the structure.
 - The Engineer reserves the right to reject a pole design if the calculated deflection exceeds that specified herein.
 - The calculations shall include a pole, base plate, and anchor bolt analysis. The pole calculations shall be analyzed at the pole base, 5-foot pole intervals, and at each slip joint splice.
- 7) For each pole shown in the Plans, the following information shall be given:
 - Top/bottom diameter, taper rate, wall thickness, section modulus, moment of inertia, and cross sectional area for each pole section.
 - The centroid, weight, projected area, drag coefficient, velocity pressure, and wind force of each trapezoidal pole section.
 - The axial force, shear force, primary moment, total moment, axial stress, bending stress, allowable axial stress, allowable bending stress, allowable shear stress and combined stress ratio (CSR) at each pole section.
 - The pole's angular and linear deflection at each section.
- 8) Hand Holes:
 - Hand hole openings shall be reinforced with 2-inch wide hot rolled steel bar. The opening shall be rectangular and 5" x 8" nominal.
 - The cover shall be 11-gauge steel and shall be secured to a clip-on lock with a tamper-proof screw.
 - The reinforcing rim shall be provided with a 1/2-inch tapped hole and 1/2-inch hex head cap screw for grounding.
 - Section at hand hole to be reinforced to have equivalent section modulus as the section without the hand hole.

- 9) Cable Supports (J-Hooks & Eyelets): Top and bottom J-hooks and eyelets shall be located within the pole directly aligned with each other.
- 10) Pole heights shall be as indicated on the plans.

907-639.02.2--Traffic Signal Mast Arms. Traffic signal mast arms and mast arm extensions shall be steel meeting the requirements of Subsection 722.16.

907-639.02.3--Foundations.

907-639.02.3.1--Foundations for Traffic Signal Poles. Cast-in-place foundations for concrete, steel, and/or aluminum shafts shall be as specified on plans, and shall be cast of reinforced Class "B" Concrete conforming to the requirements of Sections 601 and 602. Anchor bolts, washers, and hexagon bolts for use in the foundation shall conform to Subsections 722.11 and 722.12. The anchor bolt shall be galvanized only through the threaded section and a minimum of six inches below the top of the concrete foundation. The foundation bolts shall be set in the concrete foundation to fit the bolt circle of each type of pole. Conduit for electric cable shall comply with the requirements for such materials as set out in Subsection 722.05.

907-639.02.3.2--Foundations for ITS Poles. Cast-in-place foundations for ground mounted equipment poles shall be Contractor Designed in accordance with this specification and the plans. It shall be cast with reinforced Class "B" Concrete conforming to the requirements of Sections 601 and 602. Anchor bolts, washers and hex nuts for use in the foundation shall conform to requirements set forth in these specifications. Conduit for electric cable and fiber optic cable shall comply with the requirements for such materials as set out in Subsection 722.05.

907-639.03--Construction Requirements.

907-639.03.1--Installation of ITS Equipment. All equipment shall be installed according to the manufacturer's recommendations. Materials and associated accessories/adapters shall not be applied contrary to the manufacturer's recommendations and standard practices. ITS equipment pole systems shall be installed as indicated on the Plans and shall conform to the following requirements:

- 1) All poles shall be installed in accordance with the National Electric Safety Code and the latest AASHTO standards.
- 2) Foundations for ground mounted poles:
 - The Contractor shall submit a design for each pole foundation that has been sealed by a Professional Engineer registered in the State of Mississippi.
 - Excavation for concrete foundations shall be opened vertically in accordance with the methods of Section 206 with a tolerance of plus two inches from neat lines and grades as shown on the Plans or required by local conditions. Adjacent earth shall be compacted sufficiently to withstand the loadings set out in Subsections 907-639.02.1 and 907-639.02.2.

- If soil conditions require the use of any shoring, casings, or sonotube for proper installation of the foundations, the cost of the shoring, casings or sonotube shall be included in the cost of the pole and foundation.
- Before placing concrete, the Contractor shall place reinforcing bars, conduit and anchor bolts, all in accordance with plan details, and held rigidly in place by approved methods.
- Concrete foundations shall be formed, cast and cured in accordance with the provisions of Section 601. The top surface shall be finished smooth, and sloped to drain.
- Concrete shall cure a minimum of seven (7) days before any load is applied to the foundation.
- Conduit shall be installed in the pole foundation for access and includes conduit to the nearest pull box as shown in the Plans.
- A minimum of one 2-inch spare conduit shall be installed in all pole foundations as shown in the Plans. Spare conduits in pole foundations shall be sealed with blank duct plugs.

3) Grounding System:

- The Contractor shall supply and install a grounding system with ground rod array at the base of all poles as shown on the Plans.
- The ground rod array system shall be connected to the pole through an appropriate ground clamp.
- A #6 AWG copper stranded bonding wire shall be installed between the pole and the field cabinet providing a common ground system for each site.
- All ground bonding wires shall be un-spliced.

4) The installation method for the CCTV poles and cameras shall be such that the camera can be rotated as needed around the pole for optimum placement.

907-639.03.2--Foundations. In some instances, it may be necessary to use slip casing to keep the foundation holes open. Casing may be required in portions of the holes that are not stable. Casings authorized by the Engineer shall be of suitable size and strength to accommodate the drilling equipment and to withstand ground-pressures and removal operations without deformation of the poured shaft. When removed, the casings shall revert to the Contractor for disposal.

Due to the soil conditions in certain areas, the plans may indicate locations where the concrete shall be placed with a tremie. When a tremie is used, it shall perform in accordance with the requirements in Subsection 907-804.03.9 of the Standard Specifications.

907-639.03.2.1--Foundations for Traffic Signal Poles. Excavation for concrete foundations or butts shall be opened vertically in accordance with the methods of Section 801 with a tolerance of plus two inches from neat lines and grades as shown on the plans or required by local conditions. Adjacent earth shall be compacted sufficiently to withstand the loadings set out under Subsection 722.02.1.3. Before placing concrete, the Contractor shall place reinforcing bars, conduit and anchor bolts, all in accordance with plan details, and held rigidly in place by approved methods. Concrete foundations shall be formed, cast and cured in accordance with the provisions of Section 601. The top surface shall be finished smooth, and sloped to drain.

907-639.03.2.2--Foundations for Ground Mounted ITS Poles. Pole foundations shall be constructed as per the details on the plans, these specifications, and Section 803 of the Standard Specifications. Casings, if required, will be in accordance with Section 803 of the Standard Specifications.

907-639.03.3--Setting and Aligning Traffic Signal Poles. Traffic signal poles anchored to the concrete foundation or with precast butts shall have sufficient rake so as to assume a vertical position when the load is applied. Poles with precast butt shall be wet-tamped in place with crushed aggregate, concrete or satisfactory cement stabilized soil, as directed. Poles set on concrete foundations may use leveling nuts to align poles. After alignment of pole on the concrete foundation is completed, the entire area between the bottom of the pole and the top of the concrete foundation shall be filled with grout meeting the requirements of Subsection 714.11. Careful aligning of the poles shall be considered a most essential feature of the installation of the assembly and shall be as nearly perfect as practicable.

907-639.04--Method of Measurement. Traffic signal equipment pole of the type specified will be measured as a unit quantity per each, which measurement shall include the pole, mast arms and all other incidentals necessary to complete the equipment pole.

Traffic signal equipment pole shaft extension of the type specified will be measured as a unit quantity per each, which measurements shall include the pole attachment, shaft, and all other mounting attachments necessary to extend a shaft as required in the plans.

Traffic signal equipment pole mast arm extension, as indicated, will be measured as a unit quantity per each, which measurements shall include the mast arm extension and all other mounting attachments necessary to extend the arm as indicated.

Traffic signal 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.

Camera pole with foundation and detector pole with foundation will be measured as a unit quantity per each. No separate payment will be made for camera and detector pole foundations. Measurement for progress payments for camera and detector poles may be made as follows.

- 1) 25% of the contract unit price upon complete installation of foundations;
- 2) Additional 45% of the contract unit price upon delivery of poles or structure to the site; and
- 3) Final 30% of the contract unit price upon complete installation of pole system

Structure-mounted equipment pole will be measured as a unit quantity per each. Measurement for progress payments for Structure-mounted equipment pole may be made as follows.

- 1) 70% of the contract unit price upon delivery of poles or structure to the site; and
- 2) Final 30% of the contract unit price upon complete installation of pole system

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.

907-639.05--Basis of Payment. Traffic signal equipment pole and traffic signal equipment pole extension of the type specified, measured as provided in above, will be paid for at the contract unit price per each, which price shall be full compensation for furnishing all materials, erecting, installing, connecting and testing poles, pole bases, mast arms, caps, covers, ground wire, ground rods, hardware and for all equipment, tools, labor and incidentals necessary to complete the equipment pole.

Traffic signal equipment pole mast arm extension, measured as provided above, will be paid for at the contract unit price per each, which price shall be full compensation for furnishing all materials, for installing the mast arm extension and for all equipment, tools, labor, and incidentals necessary to complete the work.

Traffic signal pole foundations, measured as prescribed above, will be paid for at the contract unit price per cubic yard, which price shall include full compensation for structure excavation, reinforcing steel, anchor bolts; for placing, curing, and installing concrete; for replacing sod and final clean-up; and for all equipment, labor, tools and incidentals necessary to complete the foundation.

Camera pole with foundation and detector pole with foundation, measured as prescribed above, will be paid for at the contract unit price per each, which price shall be full compensation for furnishing all materials, for excavating, backfilling, replacing sod, and for all constructing, placing, curing, erecting, installing, connecting and testing; for foundations, poles, pole bases, conduit inside foundation and to nearest pull box as indicated on the Plans, wiring between camera and field cabinet, connections to support structures, caps, covers, ground wire, ground rods, hardware and for all equipment, tools, labor and incidentals necessary to complete the work, including remote and local control of the camera site complete in place and ready for use.

Structure-mounted equipment pole, measured as prescribed above, will be paid for at the contract unit price per each, which price shall be full compensation for furnishing all materials, for all constructing, placing, erecting, installing, connecting and testing, for poles, conduit between structure attachment location and nearest pull box as indicated on the Plans; wiring between pole-mounted devices and field cabinet; all structure-mounting hardware indicated on the Plans, caps, covers, ground wire, ground rods, hardware and for all equipment, tools, labor and incidentals necessary to complete the work, including remote and local control of the camera site complete in place and ready for use.

No separate payment will be made for camera and detector pole foundations.

Slip casings, measured as prescribed above, will be paid for at the contract price per linear foot, which price shall be full compensation for all materials, tools, equipment, labor, and incidentals necessary to complete to work.

Payment will be made under:

- | | |
|---|-------------------|
| 907-639-A: Traffic Signal Equipment Pole, Type ____ | - per each |
| 907-639-B: Traffic Signal Equipment Pole Shaft Extension * | - per each |
| 907-639-C: Pole Foundations, ____ Diameter | - per cubic yard |
| 907-639-D: Slip Casing, ____ Diameter | - per linear foot |
| 907-639-E: Camera Pole with Foundation, ____' Pole | - per each |
| 907-639-F: Detector Pole with Foundation, ____' Pole | - per each |
| 907-639-G: Traffic Signal Equipment Pole Mast Arm Extension * | - per each |
| 907-639-H: ITS Equipment Pole, Structure Mounted, ____' Pole | - per each |

* Additional information may be indicated

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-649-5

CODE: (SP)

| DATE: 10/29/2013

SUBJECT: Video Vehicle Detection

Section 649, Video Vehicle Detection, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

Delete in total Subsection 649 beginning on page 533, and substitute the following.

SECTION 907-649 -- VIDEO VEHICLE DETECTION

907-649.01--Description. This special provision specifies the minimum requirements for Video Detection Systems (VDS) and Multi-Sensor Detection Systems (MSDS) furnished and installed in accordance with the design(s) for the location(s) designated on the project plans, in any related notice to bidders, or as directed. The work shall consist of providing all labor, materials, equipment, and incidentals necessary to furnish, install, test, and operate VDS and/or MSDS that are integrated with MDOT's Traffic Management/Operations Centers (TMC).

The Type 1 Video Detection System will provide roadway monitoring capabilities via digitized video images transmitted over an Ethernet network and will provide traffic data collection of vehicle parameters including, but not limited to, speed, presence, occupancy, volume, video snapshots and MPEG-4 streaming video of the intersection. All of the real-time data shall be reported locally or remotely and be viewable from a customized secure user-friendly website hosted by the VDS vendor. The Type 1 Video Detection System will be used at all intersections where traffic data collection is required. The work shall consist of providing all labor, materials, equipment, and incidentals necessary to furnish, install, and test Video Detection Systems. This work consists of furnishing and installing video detection system equipment complete and ready for service.

The Type 2 Video Detection System will provide presence or pulse detection for Traffic Signal Controller inputs. The Type 2 Detection Systems will be used at intersections that only require presence detection for traffic signal control. The work shall consist of providing all labor, materials, equipment, and incidentals necessary to furnish, install, and test Video Detection Systems. This work consists of furnishing and installing video detection system equipment complete and ready for service.

The Multi-Sensor Detection System (MSDS) will provide detection of vehicles on a roadway using a multi-sensor detection system for Traffic Signal Controller inputs. The multi-sensor system shall utilize two different sensors of different technologies, video imaging and radar, to detect and track vehicles. The module shall process information from both video imaging and radar sensors simultaneously in real-time. The work shall consist of providing all labor, materials, equipment, and incidentals necessary to furnish, install, and test the Multi-Sensor

Detection Systems. This work consists of furnishing and installing multi-sensor detection system equipment complete and ready for service.

907-649.02--Materials.

907-649.02.1--Materials Type 1 Vehicle Detection System.

907-649.02.1.1--General. The video detection system hardware will typically consist of two major components:

- 1) Video Camera Sensors (color) with zoom lens (one sensor in each direction)
- 2) Video Detection System Processor (inside the sensor for Type 1 system)

907-649.02.1.2--Functional Requirements for Type 1 Detection System. The VDS shall be capable of monitoring vehicles on a roadway via processing of video images and providing discrete detection of vehicles and functional detection parameters on a per lane basis for each of the following:

- 1) Presence of moving or stopped vehicles (a vehicle that has not moved for a user-definable length of time)
- 2) Traffic volume (absolute number of discrete vehicles per time interval per lane)
- 3) Speed (average lane speed in mph)
- 4) Occupancy (individual lane occupancy measured in percent of time)
- 5) Density (average lane density volume/speed)
- 6) Headway (average time interval between vehicles by lane in seconds)
- 7) Vehicle classification and volumes per lane by user-selectable vehicle lengths (minimum four (4) bins)
- 8) Wrong Way vehicle detection
- 9) Alarms for the following:
 - a. wrong-way vehicles
 - b. speed threshold
 - c. vehicle classifications
- 10) Loop Emulation based on single or dual loops for a minimum of four (4) lanes.
- 11) Provide direct real-time iris and shutter speed control and be equipped with an integrated auto zoom/auto focus lens that can be changed using computer software.
- 12) Shall be fully IP-enabled and addressable from the video detection system processor, with all configuration, detection data, and encoded video stream available on a single Ethernet interface.
- 13) Shall provide MPEG-4 streaming video output.
- 14) Shall provide all data and video communications over the power supply conductors as shown on the Plans.

907-649.02.1.3--System Features. As a minimum, the system shall include the following features:

- 1) Shall be capable of detecting and storing discrete lane data for either approaching or

- receding vehicles in at least four (4) lanes and two (2) shoulders / emergency lanes.
- 2) When this function is required in the Plans, shall provide a contact closure interface to a traffic controller or other device, this interface shall accept eight (8) contact closure inputs (usually red and green control signals) and provide sixteen (16) contact closure outputs to a traffic signal controller. For a SDLC interface to a NEMA T52 traffic controller, this interface shall display 32 phase colors and emulate up to four (4) bus interface units (BIU).
- 3) Shall include software with the capability to define detectors through interactive graphics by placing lines and/or boxes or polygons defined by a minimum of four points.
- 4) Shall be a tracking based system or a system of detection zones (lines and/or boxes) which may assign logical functions to one detector or a group of detectors to accomplish directionality or classification.
- 5) Shall be capable of programming the expected flow direction of traffic to facilitate alarm generation for vehicles traveling in the wrong direction.
- 6) Shall be capable of operating as a stand-alone unit when communication to the central system is lost, calculating traffic parameters in real-time and storing data in its own non-volatile memory.
- 7) Shall be capable of compensating for camera movement attributable to temperature effects, wind shifts, pole sway, pole expansion, or vibration of the mount when attached to bridges, sign structures or other structures.
- 8) Shall allow for detection zone calibration for accommodating perspective variations due to varying camera heights and angles.
- 9) Shall provide for day and night operation.
- 10) Shall provide for communications interface to the video detection system processor through a cabinet-mounted interface panel that terminates the power/communications conductors to the processor and provides the Ethernet interface to the processor.

907-649.02.1.4--Detection Configurations. The VDS shall be programmable for the following detector configurations; at a minimum they shall perform the following functions:

- 1) Count Detector
- 2) Presence Detector
- 3) Speed Detector
- 4) Station Detector
- 5) Speed Alarm
- 6) Lane Detector
- 7) Tunnel Detector

The Speed Detector shall report vehicle speed and vehicle classification based on five user-defined length categories, satisfying the four generalized category requirement recommended by FHWA.

907-649.02.1.5--VDS Software Requirements. The VDS sensor shall store cumulative traffic statistics, internally in non-volatile memory, for later retrieval and analysis. The VDS sensor shall have at least 5 Mb of memory for data storage. Data collection shall not require additional modules or extra software.

The real-time traffic data and color video shall be viewable through a standard web browser using a data collection and management service (DCMS). The DCMS license will be for a twenty-four month period and start from the date of acceptance of the Final Inspection. The manufacturer shall display the data and streaming video real-time on a custom web-site which can be linked to MDOT's internal web-sites, MSTraffic.com & GoMDOT.com. The DCMS provider must guarantee 95% uptime. All collected data (except video) shall be archived once a month and two electronic copies sent to MDOT. MDOT requires the ability to create and print custom data reports in Excel or HTML by accessing the manufacturer website and filtering data using reporting parameters. In addition, MDOT requires the capability of having all "raw" data sent directly to an MDOT owned data collection server.

The VDS shall have the capability of polling any and all video detector sensors through communication interfaces, including but not limited to, fiber, wireless, leased broad-band, and leased point to point T1.

The DCMS Server shall be able to generate details including, but not limited to the following:

- 1) Microsoft Excel, SQL, XML, Jscript database technology
- 2) Microsoft .NET Framework, including support for ASP.NET
- 3) Custom, automated reports, alarms, ftp, and e-mail services.
- 4) Report Manager Graphic User interface (GUI) to customize data distribution and reporting.

907-649.02.1.6--Detection Requirements. Unless otherwise shown in the Plans, the Video Detection System shall detect vehicle passage and presence when the VDS camera assembly is mounted 40 feet or higher above the roadway, when the camera is located adjacent to or over the desired coverage area, and when the distance to the farthest detection zone locations are not greater than ten (10) times the mounting height of the camera.

Optimum accuracy shall be achieved when the length of the detection area or field of view is not greater than four (4) times the mounting height of the image sensor.

The camera shall not be required to be directly over the roadway to achieve minimum accuracy requirements.

The video detection system shall be able to use a single camera to view either approaching and/or receding traffic in the same field of view.

907-649.02.1.7--Accuracy Requirements and Measurement Methods. The accuracy will be measured under normal weather conditions (i.e., not during rain, snow, fog etc.) when the VDS sensor camera is mounted 40 feet or higher, or as otherwise shown in the Plans, above the travel lanes, when the image sensor is adjacent to desired coverage areas, and when the distance to the farthest detection zone is less than four (4) times the mounting height measured in a straight line along the center axis of the field of view.

The Video Detection System shall provide a level of accuracy of less than 5% error rate based on volume counts for the entire field of view compiled over multiple time intervals that contain a minimum of 300 vehicles.

Volume - The volume (count) of vehicles in each lane collected by the video detection system must be within five percent ($\pm 5\%$) of the manually counted volume for that lane. These levels of accuracy must be provided during both day and night conditions. A minimum of three hundred (300) vehicles must be used as a sample size for the entire field of view for volume counting accuracy checking.

Vehicle Classification - The vehicle classification feature must classify at least eighty percent (80%) of the vehicles correctly by classifying vehicles into one of four bins (FHWA categories) by vehicle length. This feature will be tested by manually classifying vehicles into cars, light trucks or tractor trailer or larger trucks using an observer (who does the classification) and video tape using the same samples as collected for the volume test. The manually collected classification data will be compared to the data collected by the system for each lane and the percent error will be calculated for the entire field of view.

Stopped Vehicle Detection - The vehicle detection system shall be capable of detecting 95% of all vehicles stopped on the shoulders or in lanes and triggering an alarm. Because of the possible dangers to motorists and workers during this test, the test will be completed after operation has been enabled. A vehicle will be sent to the location and stopped on a shoulder in an active detection zone. An inspector or TMC operator will observe to verify the detection of the stopped vehicle. This test will be performed on all of the video detection system installations up to five, or on a random sample of five if the total number of video detection system installations is greater than this. If all parameters are met for all locations tested, all that are installed on the project will be considered acceptable. If one or more locations fail, a second set of five locations will be examined. If a failure in the second set is recorded, the Contractor will be required to take remedial action until a pass of five locations is achieved.

Speed - The system shall provide an average vehicle speed measurement within ten percent ($\pm 10\%$) of actual speeds. These levels of accuracies shall be provided for traffic traveling between 20 and 75 mph. These levels of accuracies shall be provided during both day and night conditions. Personnel participating in and observing these tests will use either radar detectors or probe vehicles to conduct this accuracy demonstration. This test will be performed after the system is in operation as described in the stopped vehicle tests. Failure to achieve accuracy will require remedial/corrective action by the Contractor and repeated testing until accuracy is achieved.

Other Parameters (Occupancy, Flow Rate, Headway, Density) - If the measurements of speed and volume as described above fall within acceptable specified limits of accuracy, and the system is demonstrated to be able to provide the calculated values for these parameters, no further testing will be required. The formulas/algorithms used for the calculations by the system will be provided to the MDOT State Traffic Engineer as part of the documentation of the system.

907-649.02.1.8--Video Camera Sensor. The video camera sensor shall be compatible with the

Video Detection System processor and as a minimum meet the following requirements:

- 1) Lens: The video camera sensor will be equipped with a 16X to 22X motor driven variable focal length zoom lens.
- 2) Image Sensor: Minimum resolution of 470H X 350V TV lines.
- 3) The Sensor's picture element shall be 768H pixels X 494V pixels or greater.
- 4) Input power: 115 VAC $\pm$ 15%, 60 Hz $\pm$ 10% single phase power. Any required power conversion shall be contained within the VDS, the chassis, or facilitated by a power adapter provided.
- 5) Electromagnetic interference (EMI): The video camera sensor and associated connected equipment will comply with FCC Part 15, Subpart J, Class A device requirements.
- 6) Video camera sensor enclosure: The video camera sensor shall be installed in an enclosure:
 - a. The enclosure shall meet NEMA 250 Type 4 enclosure standards and shall be available un-pressurized or optionally pressurized types.
 - b. If the enclosure is pressurized, it shall be pressurized to at least 5 psi $\pm$ 1 psi and a low pressure sensor with an alarm output to the Video Detection System processor and cabinet assembly will be provided.
 - c. Provide a sun shield visor on the front of the enclosure, which is sufficiently adjustable to divert water away from the video camera sensor lens and also to prevent direct sunlight from entering the iris when mounted in its installed position.
 - d. Install the sun shield so that it does not impede operation or performance accuracy of the video camera sensor or require removal of the video camera sensor enclosure for adjustment.
 - e. Use an enclosure that allows the video camera sensor horizon to be rotated in the field during installation.
- 7) Weight: The standard video camera sensor will not weigh more than 10 lbs., including the mount, shield and camera. If a pressurized video camera sensor and housing is used, the unit including a standard mount, shield and camera will not weigh more than 13 lbs.
- 8) Mounting: The video camera sensor assembly mounting and hardware shall be included as part of the system.
 - a. The video camera sensor horizon shall be adjustable without removing the camera, mounting bracket and enclosure, or sun shield.
 - b. The video camera sensor assembly shall be capable of sustained wind loading of 90 mph with a 30% gust factor.
- 9) The video camera sensor assembly shall include all cabling, mounts, fasteners, conduit, connectors, etc., to provide power and connectivity to the VDS cabinet equipment for a fully functional system. The connection for the power and video cable shall be the connection type recommended by the manufacturer.

907-649.02.1.9--Video Detection System Processor. The Video Detection System processor shall meet the following requirements:

- 1) Shall be contained/integrated in the VDS sensor enclosure.
- 2) Shall process and make available for transmission (upload) to the TMC data stored in operator selectable time periods of 10, 20, or 30 seconds and 1, 5, 10, 15, 30, or 60

- minutes (default setup by Contractor shall be 1 minute).
- 3) Shall be password protected to prohibit unauthorized changes, if enabled by user. A minimum of ten (10) different users may be authorized with different levels of authority.
- 4) Observation of detection operation only, without ability to edit configurations, may be allowed with no password. The VDS shall record time and date of each password usage.
- 5) Shall provide the data and MPEG-4 encoded video through a communications interface device via an Ethernet version 2.0 IEEE 802.3 compliant 10/100 Base-T Auto Sensing port in real-time.
- 6) The processor shall be IP-addressable using the user datagram protocol/IP or UDP/IP message packet and routing standard.
- 7) A communications address shall be automatically assignable or manually configured to the unit during setup.
- 8) Upon receiving a command with the appropriate address from the TMC central computer, the unit shall respond with the accumulated traffic parameter measurements from the period since the last request.
- 9) Shall operate reliably in a typical roadway aerial mounting and under the following conditions:
 - a. Shall have an operating ambient temperature range: -29°F to 140°F (-2034~ C to 60°C)
 - b. Shall have an operating humidity tolerance of: 5% -- 95% humidity per NEMA TS 1-1989 (R 1994).
 - c. Vibration: Provide a video camera sensor and enclosure that maintains its functional capability and physical integrity when subjected to a vibration of 5 to 30 Hz up to 0.5 gravity applied to each of three mutually perpendicular axes (NEMA TS 1-1989 (R 1994)).
 - d. Shock: Ensure the video camera sensor and enclosure can withstand a minimum 9G shock. Neither permanent physical deformation nor inoperability of the video camera sensor and enclosure shall be sustained from this shock level.
 - e. Acoustic Noise: Provide a video camera sensor and enclosure that can withstand a 150 dB for 30 minutes continuously, with no reduction in function or accuracy.
- 10) Shall be capable of storing data for an extended period of time.
 - a. All traffic parameter data shall be stored in non-volatile memory within the video detection system processor.
 - b. All traffic parameter data shall be capable of being retrieved using the central computer and by means of an automatic polling client application.
 - c. Upon loss of communications, the system shall automatically store no less than seven (7) days of data in 30 second increments based on the default set-up required. At a minimum, data storage requirements apply to volume, speed and occupancy requirements.
- 11) Shall be powered by input power: 115 VAC $\pm$ 15%, 60 Hz $\pm$ 10% single phase power. Any required power conversion shall be contained within the VDS, the chassis, or facilitated by a power adapter provided Total power for a single video camera sensor and the processor shall not exceed 15 watts with the camera heater in operation.
- 12) Shall have transient protection that meets the requirements of NEMA TS 1-1989 (R 1994) and NEMA T52-1992 standards.
- 13) Shall recover from power interruptions. Momentary interruptions in power to the

- processor shall not result in loss of function upon restoration of power.
- 14) In the event of an interruption of power, the equipment shall automatically recover when power is restored. All detection zones, stations, and parameters shall be returned to their last configurations.
 - 15) Each VDS location shall be capable of simultaneously processing data and images from four separate video camera sensor installations for detection and analysis.
 - 16) The system shall be capable of detecting objects in EIA-170 (monochrome) and NTSC (color), or CCIR (monochrome) and PAL (color) video signals.
 - 17) Shall allow still image capture (snapshot) from any of the video detection system processor's active video inputs and provide for downloading the image to the central computer for display or storage as a picture file; capture and transmit the still image to the central computer in one minute or less.

907-649.02.2--Materials Type 2 Vehicle Detection System. The Type 2 video detection system shall consist of power supply, video cameras, all necessary video and power cabling with end connectors, mounting brackets, lightning protection as recommended by the manufacturer, video detection processors/extension modules capable of processing the number of camera and phase combination video sources shown on the project plans or in the purchase order. A sufficient number of cameras shall be provided to process vehicle presence, passage and system detection zones as shown on the project plans or listed on the purchase order.

907-649.02.2.1--Functional Requirements for Type 2 Vehicle Detection System. The video detection system configuration shall utilize video processors with one or more video inputs and one video output, responding to specific site applications, camera locations and detection zones shown on the project plans. Video processors or interface modules shall be provided which plug directly into TS-1 and TS-2 detector racks without adapters. Extension modules which allow detection zones from one camera to be routed to other card slots shall also be provided. Remote programming and monitoring capability from a distant Traffic Management Center shall be mandatory. The system shall be Ethernet compatible with an RJ4S port.

907-649.02.2.2--Interface Type 2 Video Detection System. The Contractor shall provide the following:

- 1) video inputs that accept RS 170 (NTSC) signals from an external video source. A BNC type interface connector shall be provided and located on the front of the video processing unit.
- 2) a LED indicator to indicate the presence of the video signal. The LED shall illuminate upon valid video synchronization and turn off when the presence of a valid video signal is removed.
- 3) one video output per processor module. The video output shall be RS 170 compliant and shall pass through the input video signal. The video output shall have the capability to show text and graphical overlays to aid in system setup. The overlays shall display real-time actuation of detection zones upon vehicle detection or presence. Control of the overlays and video switching shall also be provided through the serial communications port. The video output interface connector shall be BNC or RCA type. If RCA connector is used, an RCA to BNC adapter shall be provided.

- 4) a serial communications port on the front panel. The serial port shall be compliant with RS-232 or RS-422 electrical interfaces and shall use a DB9 or RJ4S type connector. The serial communications interface shall allow the user to remotely configure the system and/or to extract calculated vehicle/roadway information.
- 5) interface software. The interface protocol shall support multi-drop or point-to-multipoint communications. Each video detection system shall have the capability to be individually IP addressable either built in or with third party video server units.
- 6) open collector contact closure outputs meeting NEMA T52 requirements. The open collector output will be used for vehicle detection indicators as well as discrete outputs for alarm conditions.
- 7) LED status indicators on the front panel. The LED's shall illuminate when a contact closure output occurs. Provide one output LED for each contact closure output.
- 8) a mouse compatible port (PS-2 or USB) on the front panel of the video processing unit. The mouse port shall be used as part of the system setup and configuration. A compatible mouse shall be provided with each video detection system.

907-649.02.2.3--Functionality. Detection zones shall be programmed via an on-board menu displayed on a video monitor and a pointing device connected to the video detection processor. The menu shall facilitate placement of detection zones and setting of zone parameters or to view system parameters. The video detection processor shall detect vehicles in real time as they travel across each detection zone. The video detection processor shall have an RS-232 (DB9 or RJ4S) port for communications with an external computer. The video detection processor port shall be multi-drop capable.

It shall be possible to upload and save all configuration data including loop placement and save the file on a computer. It shall be possible to download a configuration file from a computer to the detection device.

The video detection processor shall accept new detection patterns from an external computer through the RS-232 port when the external computer uses the correct communications protocol for downloading detection patterns.

A WindowsTM based software designed for local and remote connection shall be provided for video capture, real-time detection indication and detection zone modification capability.

The video detection processor shall send its detection patterns to an external computer through the RS-232 port.

The video detection processor shall default to a safe condition, such as minimum recall, fixed recall or a constant call on each active detection channel, in the event of unacceptable interference with the video signal, low visibility conditions, or power failure.

A user-selected output shall be active during the low-visibility condition that can be used to modify the controller operation if connected to the appropriate controller input modifier(s). The system shall automatically revert to normal detection mode when the low-visibility condition no longer exists.

907-649.02.2.4--Vehicle Detection. A minimum of 24 detection zones per camera input shall be possible, and each detection zone shall be capable of being sized to suit the site and the desired vehicle detection area.

A single detection zone shall be able to replace multiple inductive loops and the detection zones shall be OR'ed as the default or may be ANDed together to indicate vehicle presence on a single phase of traffic movement.

Placement of detection zones shall be done by using only a pointing device, and a graphical interface built into the video detection processor and displayed on a video monitor, to draw the detection zones on the video image from each video camera. Detection zones created in this manner shall be compatible with the PC-based software provided with the system.

The video detection processor's memory shall be non-volatile to prevent data loss during power outages.

When a vehicle is detected crossing a detection zone, the corners or entire zone of the detection zone shall flash/change color on the video overlay display to confirm the detection of the vehicle. It shall be possible to record the operation of the unit in real time with the detection zones operating.

Detection shall be at least 98% accurate in all weather conditions, with slight degradation acceptable under adverse weather conditions (e.g. rain, snow, or fog) which reduce visibility.

The video detection processor shall maintain normal operation of existing detection zones when one zone is being added or modified.

The video detection processor shall output a constant call on any detector channel corresponding to a zone being modified and shall resume normal operation upon completion.

Detection zones shall be directional to reduce false detections from objects traveling in directions other than the desired direction of travel in the detection area.

The video detection processor shall process the video input from each camera using a microprocessor at 30 frames per second at one volt peak to peak 75 ohms or EIA 170 NTSC video standard.

The video detection processor shall output minimum recall, fixed recall or constant call for each enabled detector output channel if a loss of video signal occurs. The recall behavior shall be user selectable for each output. The video detection processor shall output a constant call during the background "learning" period.

Detection zone outputs shall be configurable to allow the selection of presence, pulse, extend, and delay outputs. Timing parameters of pulse extend, and delay outputs shall be user definable between 0.1 to 25.0 seconds in increments of 0.1 seconds.

Up to six detection zones per camera view shall have the capability to count the number of vehicles detected, measure classification and speed. The data values shall be internally stored within the processor module for later retrieval through the RS-232 port. The data collection interval shall be user definable in periods of 5, 15, 30, or 60 minutes or by intersection cycle. Real-time data shall be retrieved from the PC-based software provided with the system.

907-649.02.2.5--Camera. Cameras shall be completely compatible with the video detection processor and shall be certified by the manufacturer to ensure proper system operation.

The detection system shall produce accurate detector outputs under all roadway lighting conditions, regardless of time of day. The minimum range of scene luminance over which the camera shall produce a useable video image shall be the minimum range from nighttime to daytime, but not less than the range 0.009 to 930 foot-candles (0.1 lux to 10,000 lux).

The camera shall use a color CCD sensing element with resolution of not less than 470 lines horizontal and 400 lines vertical.

The camera shall include mechanisms to compensate for changing of lighting by using an electronic shutter and/or auto-iris lens.

The camera shall include a variable focal length lens with factory preset focus that requires no field adjustment. Zooming of the camera lens to suit the site geometry by means of a portable interface device designed for that purpose. The horizontal field of view shall be adjustable from 8.1 to 44.3 degrees. Camera configuration shall be customized for each approach based on field site conditions and the project plans.

The camera electronics shall include automatic gain control (AGC) to produce a satisfactory image at night.

The camera shall be housed in a weather-tight sealed enclosure. The housing shall be field rotatable to allow proper alignment between the camera and the traveled road surface.

The camera enclosure shall be equipped with a sunshield. The sunshield shall include a provision for water diversion to prevent water from flowing in the camera's field of view.

The camera enclosure shall include a thermostatically controlled heater to assure proper operation of the lens shutter at low temperatures and prevent moisture condensation on the optical faceplate of the enclosure. The heater shall directly heat the glass lens and require less than 5 watts over the temperature range.

Power consumption of the camera shall be 15 watts or less under all conditions.

The camera enclosure shall be equipped with separate, weather-tight connections for power and setup video cables at the rear of the enclosure. These connections shall allow diagnostic testing and viewing of video at the camera while the camera is installed on a mast arm or pole using a

lens adjustment module furnished under this bid item.

The video signal output by the camera shall in accordance with NTSC standards.

All necessary mounting brackets shall be mounted to pole shafts, mast arms, or other structures to mount cameras as indicated on the project plans. Mounting brackets shall result in a fixed-position mounting. Mounting Brackets shall be included at no additional cost.

907-649.02.2.6--Video Cable. The cable provided shall be as recommended by the manufacturer for optimal video detection performance. The cable shall be either multi-paired jacketed cable or coaxial cable. Coaxial cable can be used between the camera and the video detection processor in the traffic signal controller cabinet and shall be Belden 8281 or equivalent. The signal attenuation shall not exceed 0.78 dB per 100 feet at 10 MHz. Nominal outside diameter shall be approximately 0.305 inch. Coaxial cable shall be suitable for installation in conduit and in exposed sunlight environment. 75-ohm BNC plug connectors shall be used at both the camera and cabinet ends. The coaxial cable, BNC connector, and crimping tool recommended by the manufacturer of the video detection system shall be used and installed per the manufacturer's recommended instructions to ensure proper connection.

Multi-paired jacketed cable shall include a minimum of four individually paired No. 19 AWG communication cables with an overall shield. Pairs shall not be individually shielded. Paired cable and power cables may be installed under the same outer jacket.

907-649.02.2.7--Power Cable. Power cable for 120VAC cameras shall be rated for 90°C, 300 volt, 16 AWG, stranded, three-conductor cable with a nominal outside diameter of approximately 0.330 inch. Conductor insulation color code shall be black, white and green. Outside jacket shall be black.

Power cable for 24 Volt or other low voltage cameras shall be the cable recommended by the manufacturer.

Camera power cable shall be suitable for installation in conduit and in exposed sunlight environment, and UL listed.

The power and video cable may be installed under the same outer jacket.

907-649.02.2.8--Surge Protection. Surge protection devices shall be provide for all new or added video detection devices as recommended by the manufacturer.

Coaxial cable shall be protected with an inline surge suppressor as recommended by the manufacturer or a panel mounted surge suppressor as recommended by the manufacturer or approved equal, installed and grounded per video detection manufacturer's recommendations.

907-649.02.2.9--Physical and Environmental Specifications.

Video Detection System Processor: The video detection system processor shall operate reliably

in a typical roadside traffic cabinet environment. Internal cabinet equipment and a video detection system processor shall be provided that meets the environmental requirements of NEMA T52-2003 Section 2. If the processor is located in the sensor, it shall meet the same requirements.

Video Camera Sensor: The operating ambient temperature range shall be -30°F to 140°F. Additionally, a heater shall be included to prevent the formation of ice and condensation in cold weather. Do not allow the heater to interfere with the operation of the video camera sensor electronics, or cause interference with the video signal.

Vibration: Vibrations shall meet the requirements of TS-2 2003 section 2.1.9.

Shock: Shock shall meet the requirements of TS-2 2003 section 2.1 .10.

Acoustic Noise: A video camera sensor and enclosure shall be provided that can withstand 150 dB for 30 minutes continuously, with no reduction in function or accuracy.

907-649.02.3--Materials Multi-Sensor Vehicle Detection System.

907-649.02.3.1--General. The multi-sensor system shall utilize two different sensors of different technologies, video imaging and radar, to detect and track licensed and unlicensed vehicles at distances up to 600 feet. The sensor system shall fuse vehicle information from the two sensors to provide highly accurate and precise detection for special or advanced applications.

The multi-sensor system shall use a primary detector rack mounted processor to interface with the traffic control cabinet. The module shall process information from both video imaging and radar sensors simultaneously in real-time.

907-649.02.3.2--System Configurations. The multi-sensor detection system (MSDS) shall consist of up to four video cameras and radar units, detection processors (DP) capable of processing from one to four intersection approaches, output extension modules, surge suppressors, a setup tool and a pointing device.

The proposed MSDS shall be available in various configurations to allow maximum deployment flexibility. Each configuration shall have an identical user interface for system setup and configuration. The communications protocol to each configuration shall be identical and shall be hardware platform independent.

The system shall include software that detects vehicles in multiple lanes. Video imaging detection zones shall be defined using only an on-board video menu and a pointing device to place the zones on a video image. Up to 24 video detection zones per camera view shall be available. Two additional trigger zones for the radar sensor shall be available and be configurable by using the same system setup menu on the DP. A separate computer shall not be required to program the detection zones. A pre-programmed setup tool is required to align and input radar information and set the camera field of view (zoom and focus).

907-649.02.3.3--Multi-Sensor Detection System Hardware. The MSDS hardware shall consist of the following four elements:

- 1) Video Imaging Camera Sensor
- 2) Radar Sensor
- 3) Sensor Data Combiner
- 4) Detection Processor

907-649.02.3.3.1--Video Imaging Camera Sensor. The video imaging camera sensor shall meet the following minimum requirements:

To accommodate deployment flexibility, the MSDS camera sensor shall be compatible with the Data Processor platforms. The MSDS camera sensor shall be supplied by the MSDS manufacturer.

The advanced camera enclosure shall utilize Indium Tin Oxide (ITO) technology for the heating element of the front glass. The transparent coating shall not impact the visual acuity and shall be close to optically clear.

Cable terminations at the data combiner for video and power shall not require crimping or special tools.

The camera sensor shall allow the user to set the focus and field of view via Wi-Fi connectivity.

The camera shall produce a useable video image of the bodies of vehicles under all roadway lighting conditions, regardless of time of day. The minimum range of scene luminance over which the camera shall produce a useable video image shall be the minimum range from nighttime to daytime, but not less than the range 1.0 lux to 10,000 lux.

The camera electronics shall include automatic gain control (AGC) to produce a satisfactory image at night.

The imager luminance signal to noise ratio (S/N) shall be more than 50 dB with the automatic gain control (AGC) disabled.

The imager shall employ three dimensional dynamic noise reduction (3D-DNR) to remove unwanted image noise.

The camera imager shall employ wide dynamic range (WDR) technology to compensate for wide dynamic outdoor lighting conditions. The dynamic range shall be greater than 100 dB.

The camera shall be digital signal processor (DSP) based and shall use a CCD sensing element and shall output color video with resolution of not less than 550 TV lines.

The camera sensor shall include an electronic shutter control based upon average scene luminance and shall be equipped with an auto-iris lens that operates in tandem with the electronic shutter. The electronic shutter shall operate between the range of 1/1 to 1/10,000th second.

The camera sensor shall utilize automatic white balance.

The camera sensor shall include a variable focal length lens with variable focus that can be adjusted, without opening up the camera housing, to suit the site geometry by means of a portable interface device designed for that purpose and manufactured by the detection system supplier.

The horizontal field of view shall be adjustable from 4.6 to 53.6 degrees. This camera configuration may be used for the majority of detection approaches in order to minimize the setup time and spares required by the user. The lens shall be a 12x zoom lens with a focal length of 3.7mm to 44.0mm.

The lens shall also have an auto-focus feature with a manual override to facilitate ease of setup.

The camera shall incorporate the use of preset positioning that store zoom and focus positioning information. The camera shall have the capability to recall the previously stored preset upon application of power.

The camera shall be housed in a weather-tight sealed enclosure conforming to IP-67 specifications. The housing shall allow the camera to be rotated to allow proper alignment between the camera and the traveled road surface.

The camera enclosure shall be equipped with a sunshield. The sunshield shall include a provision for water diversion to prevent water from flowing in the camera's field of view.

The camera enclosure shall be designed so that the pan, tilt and rotation of the camera assembly can be accomplished independently without affecting the other settings.

The camera enclosure shall include a proportionally controlled Indium Tin Oxide heater design that maximizes heat transfer to the lens. The output power of the heater shall vary with temperature, to assure proper operation of the lens functions at low temperatures and prevent moisture condensation on the optical faceplate of the enclosure.

The glass face on the front of the enclosure shall have an anti-reflective coating to minimize light and image reflections.

When mounted outdoors in the enclosure, the camera shall operate in a temperature range from -34°C to +74°C and a humidity range from 0% RH to 100% RH. Measurement of satisfactory video shall be based upon DP system operation.

The camera sensor shall acquire its power from the sensor data combiner.

Recommended camera placement height shall be 18 - 33 feet above the roadway, and over the traveled way on which vehicles are to be detected. For optimum detection the camera should be centered above the traveled roadway. The camera shall view approaching vehicles at a distance not to exceed 350 feet for reliable detection (height to distance ratio of 10:100). Camera placement and field of view (FOV) shall be unobstructed and as noted in the installation documentation provided by the supplier.

The video signal shall be fully isolated from the camera enclosure and power cabling

A weather-proof protective cover shall be provided to protect all terminations at the camera.

907-649.02.3.3.2--Radar Sensor. The radar sensor shall meet the following minimum requirements:

The radar sensor shall operate in the 24 GHz frequency band.

The radar detection range shall be 600 feet minimum, +/- 5%.

The radar sensor shall be able to track up to 20 independent objects simultaneously.

Object speed detection shall be within a range of 0 to 150 miles per hour +/- 1.0 miles per hour.

The radar sensor shall be able to detect vehicles in 1 to 4 traffic lanes.

The radar sensor shall be housed in a weather-tight sealed enclosure conforming to IP-67 specifications. The housing shall allow the radar to be adjusted to allow proper alignment between the sensor and the traveled road surface.

When mounted outdoors in the enclosure, the radar shall operate in a temperature range from - 34°C to +74°C and a humidity range from 0% RH to 100% RH.

The radar sensor shall communicate with the sensor data combiner.

The radar sensor shall acquire its power from the sensor data combiner.

Data and power cables between the radar sensor and sensor data combiner shall be fully isolated from the sensor enclosure.

Multi-Sensor Assembly

Both camera and radar sensors shall be housed in an overall, single enclosure assembly.

The overall size of the multi-sensor enclosure shall not exceed 14 inches x 15 inches x 17 inches.

The overall weight of the multi-sensor unit shall not exceed 11 pounds.

The effective projected area (EPA) shall not exceed 2.0 square feet.

The maximum power consumption for the multi-sensor assembly shall be less than 10 watts typical, 20 watts peak.

907-649.02.3.3.3--Sensor Data Combiner. The sensor data combiner shall meet the following minimum requirements:

A sensor data combiner that combines sensor information from both video and radar sensors shall be employed.

The sensor data combiner shall supply primary power to each sensor unit.

The sensor data combiner shall facilitate digital communications between the sensor data combiner and each of the sensor units.

The sensor data combiner shall get its primary power from an AC power source using industry standard 3-conductor cabling.

The sensor data combiner shall communicate with the detection processor using a single coax cable. Both video imaging and radar data shall use the single coax cable.

The sensor data combiner shall also employ industry standard Wi-Fi connectivity for remote sensor system setup using a mobile programming device such as a netbook or tablet computer. Video camera and radar sensor shall be able to be configured independently.

The sensor data signal shall be fully isolated from the mechanical enclosure and power cabling

Cable terminations at the sensor data combiner shall not require crimping tools.

The Sensor Data Combiner shall be housed in a weather-tight sealed enclosure conforming to IP-67 specifications.

907-649.02.3.3.4--Detection Processor. The detection processor shall meet the following minimum requirements:

Each sensor input shall accept RS170 (NTSC) or CCIR (PAL) signals from an external video source. The interface connector shall be BNC type and shall be located on the front of the processing unit. The sensor input shall have the capability to be terminated into 75-ohms or high impedance (Hi-Z) using dip switches or software control from the user menu. The sensor input shall also facilitate the data from the radar sensor.

A LED indicator shall be provided to indicate the presence of the sensor signal. The LED shall

illuminate upon valid sensor synchronization and turn off when the presence of a valid sensor signal is removed.

One video output shall be provided. The video output shall be RS170 or CCIR compliant and shall pass through the input video signal. For multi-channel video input configurations, a momentary push-button shall be provided on the front panel to cycle through each input video channel. In the absence of a valid sensor signal, the channel shall be skipped and the next valid sensor signal shall be switched. The real time video output shall have the capability to show text and graphical overlays to aid in system setup. The overlays shall display real-time actuation of detection zones upon vehicle detection or presence. Overlays shall be able to be turned off by the user. Control of the overlays and sensor switching shall also be provided through the serial communications port. The video output interface connector shall be positive locking BNC type. Friction type (e.g. RCA type) connectors shall not be allowed.

A serial communications port shall be provided on the front panel. The serial port shall comply with EIA232 electrical interfaces and shall use a DB9 type connector mounted on the front panel of the DP. The serial communications interface shall allow the user to remotely configure the system and/or to extract calculated vehicle/roadway information. The interface protocol shall be documented or interface software shall be provided. The interface protocol shall support multi-drop or point-to-multipoint communications. Each MSDS shall have the capability to be addressable. The DP shall support data rates of 1200 bps to 230,400 bps, inclusive.

Open collector (contact closure) outputs shall be provided. Four (4) open collector outputs shall be provided for the single or dual channel rack-mount configuration. Additionally, the DP shall allow the use of extension modules to provide up to 24 open collector contact closures per camera input. Each open collector output shall be capable of sinking 30 mA at 24 VDC. Open collector outputs will be used for vehicle detection indicators as well as discrete outputs for alarm conditions. The DP outputs shall be compatible with industry standard detector racks assignments.

Logic inputs such as delay/extend or delay inhibit shall be supported through the appropriate detector rack connector pin or front panel connector in the case of the I/O module. For DPs and extension modules, 4 inputs shall be supported via detector rack interface. The I/O module shall accommodate eight (8) inputs through a 15-pin "D" connector.

Detection status LEDs shall be provided on the front panel. The LEDs shall illuminate when a contact closure output occurs. Rack-mounted detection processors shall have a minimum of four (4) LEDs. Rack-mounted extension modules shall have two (2), four (4) or eight (8) LEDs (depending upon extension module type) to indicate detection.

The front panel of the DP shall have detector test switches to allow the user to manually place calls on each DP output channel. The test switch shall be able to place either a constant call or a momentary call depending on the position of the switch.

A USB mouse port shall be provided on the front panel of the rack mount detection processing unit. The mouse port shall not require special mouse software drivers. The mouse port shall be used as part of system setup and configuration. A mouse shall be provided with each detection processor.

Extension modules shall be connected to the DP by an 8-wire twisted-pair cable with modular RJ45 connectors. DP and EM communications shall be accommodated by methods using differential signals to reject electrically coupled noise.

Extension modules (EM) shall be available to eliminate the need of rewiring the detector rack, by enabling the user to plug an extension module into the appropriate slot in the detector rack to provide additional open collector outputs. The extension module shall be available in both 2- and 4-channel configurations. EM configurations shall be programmable from the DP. A separate I/O module with 32 outputs through a 37-pin "D" connector on the front panel and eight (8) inputs through a 15-pin "D" connector using an external wire harness for expanded flexibility shall also be available.

The DP and EM shall be specifically designed to mount in a standard detector rack, using the edge connector to obtain power, provide contact closure outputs and accept logic inputs (e.g. delay/extend). No adapters shall be required to mount the DP or EM in a standard detector rack. Detector rack rewiring shall not be required.

The DP shall utilize non-volatile memory technology to store on-board firmware and operational data.

The DP shall enable the loading of modified or enhanced software through the EIA232 or USB port (using a USB thumb drive) and without modifying the DP hardware.

The DP and EM shall be powered by 12 or 24 volts DC. DP and EM modules shall automatically compensate for either 12 or 24 VDC operation. DP power consumption shall not exceed 7.5 watts. The EM power consumption shall not exceed 3 watts.

The DP shall operate satisfactorily in a temperature range from -34°C to +74°C and a humidity range from 0%RH to 95%RH, non-condensing as set forth in NEMA specifications.

An Edco CX-06M video surge suppresser shall be provided for each sensor input. The surge suppresser shall be appropriately grounded to the cabinet ground rod using 14 AWG minimum.

907-649.02.3.4--System Software. The system software shall meet the following general system functions:

Detection zones shall be programmed via an on board menu displayed on a video monitor and a pointing device connected to the DP. The menu shall facilitate placement of detection zones and setting of zone parameters or to view system parameters. A separate computer shall not be required for programming detection zones or to view system operation.

The DP shall store up to three different detection zone patterns in non-volatile memory. The DP can switch to any one of the three different detection patterns within one (1) second of user request via menu selection with the pointing device. Each configuration shall be uniquely labeled and able to be edited by the user for identification. The currently active configuration indicator shall be displayed on the monitor.

The DP shall detect vehicles in real time as they travel across each detection zone.

The DP shall accept new detection patterns from an external computer through the EIA232 port when the external computer uses the correct communications protocol for downloading detection patterns. A Windows™-based software designed for local or remote connection and providing video capture, real-time detection indication and detection zone modification capability shall be provided with the system.

The DP system shall have the capability to automatically switch to any one of the stored configurations based on the time of day which shall be programmable by the user.

The DP shall send its detection patterns to an external computer through the EIA232 port when requested when the external computer uses the appropriate communications protocol for uploading detection patterns.

The DP shall default to a safe condition, such as a constant call on each active detection channel, in the event of unacceptable interference or loss of the sensor signal.

The system shall be capable of automatically detecting a low-visibility condition such as fog and respond by placing all effected detection zones in a constant call mode. A user-selected alarm output shall be active during the low-visibility condition that can be used to modify the controller operation if connected to the appropriate controller input modifier(s). The system shall automatically revert to normal detection mode when the low-visibility condition no longer exists.

Up to 24 detection zones per camera input shall be supported and each detection zone can be sized to suit the site and the desired vehicle detection region.

The DP shall support two (2) independent trigger points for radar outputs for dilemma zone applications.

The DP shall provide up to 24 open collector output channels per sensor input using one or more extension modules.

A single detection zone shall be able to replace multiple inductive loops and the detection zones shall be OR'ed as the default or may be AND'ed together to indicate vehicle presence on a single approach of traffic movement.

Placement of detection zones shall be done by using only a pointing device, and a graphical

interface built into the DP and displayed on a video monitor, to draw the detection zones on the video image from each video camera. No separate computer shall be required to program the detection zones.

When a vehicle is detected within a detection zone, a visual indication of the detection shall activate on the video overlay display to confirm the detection of the vehicle for the zone.

Detection shall be at least 98% accurate in good weather conditions, with slight degradation possible under adverse weather conditions (e.g. rain, snow, or fog) which reduce visibility. Detection accuracy is dependent upon site geometry, camera placement, camera quality and detection zone location, and these accuracy levels do not include allowances for occlusion or poor video due to camera location or quality.

The DP shall provide dynamic zone reconfiguration (DZR). DZR enables normal operation of existing detection zones when one zone is being added or modified during the setup process. The new zone configuration shall not go into effect until the configuration is saved by the operator.

Detection zone setup shall not require site specific information such as latitude and longitude to be entered into the system.

The DP shall process the video input from each camera at 30 frames per second. Multiple camera processors shall process all video inputs simultaneously.

The DP shall output a constant call during the background learning period of no more than three (3) minutes.

Detection zone outputs shall be configurable to allow the selection of presence, pulse, extend, and delay outputs. Timing parameters of pulse, extend, and delay outputs shall be user definable between 0.1 to 25.0 seconds.

Up to six video detection zones per sensor input shall have the capability to count the number of vehicles detected. The count value shall be internally stored for later retrieval through the EIA232 port. The zone shall also have the capability to calculate and store average speed and lane occupancy at bin intervals of 10 seconds, 20 seconds, 1 minute, 5 minutes, 15 minutes, 30 minutes and 60 minutes. One of the radar sensor zones (the Near Zone) will also count vehicles and calculate and store the average speed and lane occupancy across the approach.

In addition to the count type zone, the DP shall be able to calculate and/or acquire average speed and lane occupancy using both video and radar sensors. These values shall be stored in non-volatile memory for later retrieval.

The DP shall have an "advance" zone type where detection outputs to the traffic controller is compensated for angular occlusion and distance.

The DP shall employ color overlays on the video output.

The DP shall have the ability to show phase status (green, yellow, or red) for up to eight (8) phases. These indications shall also be color coded.

The user shall have the ability to enable or disable the display of the phase information on the video output.

The DP shall have the capability to change the characteristics of a detection zone based on external inputs such as signal phase. Each detection zone shall be able to switch from one zone type (i.e. presence, extension, pulse, etc.) to another zone type based on the signal state. For example, a zone may be a "count" zone when the phase is green but change to a "presence" zone type when the phase is not green. Another application would be zone type of "extension" when the signal phase is green and then "delay" when red.

For alpha numeric user inputs, the DP shall utilize a virtual keyboard on the video overlay system to ease user input. The virtual keyboard shall use the standard QWERTY keyboard layout.

The DP shall aid the user in drawing additional detection zones by automatically drawing and placing zones at appropriate locations with only a single click of the mouse. The additional zone shall utilize geometric extrapolation of the parent zone when creating the child zone. The process shall also automatically accommodate lane marking angles and zone overlaps.

When the user wishes to modify the location of a zone, the DP shall allow the user move a single zone, multiple zones or all zones simultaneously.

When the user wishes to modify the geometric shape of the zone, the DP shall allow the user to change the shape by moving the zone corner or zone sides.

On screen zone identifiers shall be modifiable by the user. The user shall be allowed to select channel output assignments, zone type, input status, zone labels or zone numbers to be the identifier.

For multiple camera input DPs, the user shall have the ability to enable automatic video output switching. The dwell time for each sensor input shall be user programmable.

For the radar sensor zones the output can be triggered by presence of a vehicle only or by presence of a vehicle above a speed defined by the user.

907-649.02.3.5--Multi-Sensor Cable. The multi-sensor cable shall meet the following minimum requirements:

The coaxial cable to be used between the multi-sensor assembly and the DP in the traffic cabinet shall be Belden 8281. This cable shall be suitable for installation in conduit or overhead with appropriate span wire. BNC plug connectors shall be used where applicable. The coaxial cable, BNC connector, and crimping tool shall be approved by the supplier of the MSDS, and the

manufacturer's instructions must be followed to ensure proper connection.

907-649.02.3.6--Power Cable. The power cabling shall be 16 AWG three-conductor cable with a minimum outside diameter of 0.325 inch and a maximum diameter of 0.490 inch. The cabling shall comply with the National Electric Code, as well as local electrical codes. Cameras may acquire power from the luminaire if necessary.

907-649.03--Construction Requirements. The Construction and testing requirements for Type 1 and Type 2 Video Detection Systems are the same.

907-649.03.1--General Requirements. The Contractor shall:

- 1) Install all video camera sensors, video detection system processors and associated enclosures and equipment at the locations specified in the Plans, in any related notice to bidders, or as directed.
- 2) Install all cabinet-mounted equipment in the intersection equipment cabinet or as specified in the Plans.
- 3) Cabling from video camera sensors shall be provided and installed in accordance with the video detection system manufacturer's recommendations.
- 4) Make all necessary adjustments and modifications to the total VDS prior to requesting inspection for system/device acceptance.
- 5) Mount the camera approximately two (2) feet below the top of the extension pole or separate pole or as shown in the Plans.
- 6) The camera shall be mounted so as to view approaching traffic unless otherwise directed.
- 7) The camera location and zone of detection shall be optimized as directed by the MDOT State Traffic Engineer, or authorized designee.
- 8) Adjust the video camera sensor zoom lens to match the width of the road/detection area, and minimize lane vehicle occlusion.
- 9) Fasten all other cabinet components, with hex-head or Phillips-head machine screws insulated with nuts (with locking washer or insert) or into tapped and threaded holes. Do not use self-tapping or self-threading fasteners.
- 10) Provide electrical cables for video, communications signaling and power supply between the cabinet and the VDS image sensor cameras as recommended by the video detection system manufacturer, and as required for a fully functional VDS.

907-649.03.2--Contractor Training. Installation of the video detection system shall be as recommended by the supplier and performed by a Contractor trained and certified by the supplier. Where time does not reasonably permit training of the installing Contractor, a supplier factory representative shall supervise and assist a Contractor during installation of the video detection system.

Installation of the multi-sensor detection system shall be as recommended by the supplier and performed by a Contractor with factory-certified installers and documented in installation materials provided by the supplier. Proof of factory certification shall be provided.

907-649.03.3--Test Requirements. The Contractor shall conduct a Project Testing Program as required below. All costs associated with the Project Testing Program shall be included in overall contract prices; no separate payment will be made for any testing.

907-649.03.3.1--General Requirements. The Contractor is responsible for planning, coordinating, conducting and documenting all aspects of the Project Testing Program. The Project Engineer and/or authorized representatives are only responsible for attending and observing each test, and reviewing and approving the Contractor's test results documentation. The Project Engineer and/or authorized representatives reserve the right to attend and observe all tests.

Each test shall fully demonstrate that the equipment being tested is clearly and definitely in full compliance with all project requirements.

Test procedures shall be submitted and approved for each test as part of the project submittals. Test procedures shall include every action necessary to fully demonstrate that the equipment being tested is clearly and definitely in full compliance with all project requirements. Test procedures shall cross-reference to these Technical Specifications or the Project Plans. Test procedures shall contain documentation regarding the equipment configurations and programming.

No testing shall be scheduled until approval of all project submittals and approval of the test procedures for the given test.

The Contractor shall provide all ancillary equipment and materials as required in the approved test procedures.

The Contractor shall request in writing the Project Engineer's approval for each test occurrence a minimum of 14 days prior to the requested test date. Test requests shall include the test to be performed and the equipment to be tested. The Project Engineer reserves the right to reschedule test request if needed.

All tests shall be documented in writing by the Contractor in accordance with the test procedure and submitted to the Project Engineer within seven (7) days of the test. Any given test session is considered incomplete until the Project Engineer has approved the documentation for that test session.

All tests deemed by the Project Engineer to be unsatisfactorily completed shall be repeated by the Contractor. In the written request for each test occurrence that is a repeat of a previous test, the Contractor shall summarize the diagnosis and correction of each aspect of the previous test, that was deemed unsatisfactory. The test procedures for a repeated test occurrence shall meet all the requirements of the original test procedures, including review and approval by the Project Engineer and ITS Manager.

The satisfactory completion of any test shall not relieve the Contractor of responsibility to provide a completely acceptable and operating system that meets all requirements of this project.

907-649.03.3.2--Factory Acceptance Test (FAT). Factory Acceptance Tests shall be conducted at the Manufacturer or Contractor facility or at a facility acceptable to all parties. All equipment to be utilized for this project shall be subject to tests that demonstrate the suitability of the design and compliance with the contract requirements, unless an exception for an equipment item is granted by the Project Engineer. The tests shall be performed on production units identified to be delivered under this contract.

The FAT procedure shall demonstrate all requirements defined in these specifications are met, including, but not limited to: functional/system performance requirements, electrical requirements, data transmission/communication requirements, safety/password requirements, environmental requirements, and interface requirements with other components of the project system.

The Project Engineer reserves the right to waive FATs which are deemed to be unnecessary and reserves the right to witness all FATs that are determined to be critical to the project. At a minimum, the Project Engineer and/or authorized representative will be in attendance at the FAT for the first three (3) units tested. The FAT for the first three (3) units shall be conducted during the same period. The Project Engineer shall be notified a minimum of forty-five (45) calendar days in advance of such tests. Salary and travel expenses of the Project Engineer and authorized representatives will be the responsibility of MDOT. In case of equipment or other failures that make a retest necessary, travel expenses of the Project Engineer and authorized representatives shall be the responsibility of the Contractor. These costs shall be deducted from payment due the Contractor.

The vendor must complete the FAT on all remaining units on their own and submit documentation to the Project Engineer that the FATs were completed. The Project Engineer reserves the right to randomly attend those FAT tests.

No equipment for which a FAT is required shall be shipped to the project site without successful completion of factory acceptance testing as approved by the Project Engineer and the Engineer's approval to ship.

907-649.03.3.3--Standalone Acceptance Test (SAT). The Contractor shall perform a complete SAT on all equipment and materials associated with the field device site, including but not limited to electrical service, conduit, pull boxes, communication links (fiber, leased copper, wireless), control cables, poles, etc. A SAT shall be conducted at every field device site. Where applicable, a SAT shall be conducted for a fully installed and completed connection to the designated Traffic Management Center (TMC) or central data/video collection site.

The SAT shall demonstrate that all equipment and materials are in full compliance with all project requirements and fully functional as installed and in final configuration. The SAT shall also demonstrate full compliance with all operational and performance requirements of the project. All SATs will include a visual inspection of the cabinet and all construction elements at the site to ensure they are compliant with the specifications.

All SATs will include videos of the approach with detection zones overlaid showing detector activations.

- 1) One hour videos shall be made of each approach and compared to actual detection calls.
- 2) Thirty minute videos shall be made starting 15 minutes prior to sunrise and sunset for each approach and compared to actual detection calls.
- 3) All videos shall be date and time stamped.
- 4) Provide all videos to the Engineer with a summary of the results included total calls, missed calls and false calls.
- 5) All test results must meet a 98% accuracy requirement.

After a sixty (60) day burn-in period, the Contractor must demonstrate the accuracy requirements specified in Subsection 907-649.02.1.7 at selected intersections. The intersections to be tested will be randomly selected by the Project Engineer.

907-649.03.4--Warranty. The video detection system shall be warranted to be free of manufacturer defects in materials and workmanship for a period of one year from the date of final acceptance. Equipment covered by the manufacturer's warranties shall have the registration of that component placed in MDOT's name prior to final inspection. The Contractor is responsible for ensuring that the vendors and/or manufacturers supplying the components and providing the equipment warranties recognize MDOT as the original purchaser and owner/end user of the components from new. During the warranty period, the supplier shall repair or replace with new or refurbished material, at no additional cost to the State, any product containing a warranty defect, provided the product is returned postage-paid by the Department to the supplier's factory or authorized warranty site. Products repaired or replaced under warranty by the supplier shall be returned prepaid by the supplier.

The multi-sensor detection system shall be warranted to be free of manufacturer defects in materials and workmanship for a period of three years from the date of final acceptance.

During the warranty period, technical support shall be available from the supplier via telephone within four hours of the time a call is made by the Department, and this support shall be available from factory certified personnel. During the warranty period, updates and corrections to control unit software shall be made available to the Department by the supplier at no additional cost.

907-649.03.5--MDOT Employee Training. The Contractor shall submit to the Project Engineer for approval a detailed Training Plan including course agendas, detailed description of functions to be demonstrated and a schedule. The Contractor must also submit the Trainer's qualifications to the Project Engineer for approval prior to scheduling any training. The training must include both classroom style training and hands-on training in the field of the maintenance and troubleshooting procedures required for each component. The training should also consist of a hands-on demonstration of all software configuration and functionality where applicable.

The supplier of the detection system shall, at a minimum, provide a sixteen-hour operations and maintenance training class with suitable documentation for up to eight (8) persons selected by

the Department. The operations and maintenance class shall be scheduled at a mutually acceptable time and location.

907-649.03.6--Maintenance and Technical Support. The supplier shall maintain an adequate inventory of parts to support maintenance and repair of the detection system. Spare parts shall be available for delivery within 30 days of placement of an acceptable order at the supplier's then current pricing and terms of sale of said spare parts.

The suppliers shall maintain an ongoing program of technical support for the detection system. This technical support shall be available via telephone or via personnel sent to the installation site upon placement of an acceptable order at the supplier's then current pricing and terms of sale of said technical support services.

The installation or training support shall be provided by a factory-authorized representative and shall be a minimum IMSA-Level II Certified Traffic Signal Technician.

All product documentation shall be written in the English language.

907-649.04--Method of Measurement. Video Detection System, 1 Sensor, of the Type specified, and Video Detection-Data Collection and Reporting Tool License will be measured as a unit per each.

Multi-Sensor Detection System, 1 Sensor will be measured as a unit per each.

Video Detection Training will be measured per lump sum after the completion of all training.

907-649.05--Basis of Payment. Video Detection System, 1 Sensor, of the Type specified, and Video Detection-Data Collection and Reporting Tool License, measured as prescribed above, will be paid for at the contract price per each, which price shall include installation, system integration, documentation, and testing of a complete video detection system site including video camera sensor/processor, the sensor environmental enclosure, five (5) space card rack including installation, minimum 175 Watt power supply card, all cables between cameras and the cabinet, attachment hardware and brackets, completion of all testing requirements and all work, equipment and appurtenances as required to provide and install a complete video detection system. The price bid shall also include all system documentation including: shop drawings, operations and maintenance manuals, wiring diagrams, block diagrams and other materials necessary to document the operation of the video detection system. This price shall be full compensation for all labor, tools, materials, equipment and incidentals necessary to complete the work.

Multi-Sensor Detection System, 1 Sensor, measured as prescribed above, will be paid for at the contract price per each, which price shall include installation, system integration, documentation, and testing of a complete multi-sensor detection system site including video imaging camera sensor, radar sensor, sensor data combiner, detection processor, the sensor environment enclosure, five (5) space card rack including installation, minimum 175 Watt power supply card, all cables between sensors and the cabinet, attachment hardware and brackets, completion of all

testing requirements and all work, equipment and appurtenances as required to provide and install a complete multi-sensor detection system. The price bid shall also include all system documentation including: shop drawings, operations and maintenance manuals, wiring diagrams, block diagrams and other materials necessary to document the operation of the multi-sensor detection system. This price shall be full compensation for all labor, tools, materials, equipment and incidentals necessary to complete the work.

Video Detection Training, measured as prescribed above, will be paid for at the contract lump sum price, which price shall be full compensation for all training costs.

Payment will be made under:

907-649-A: Video Detection System, 1 Sensor, Type ____	- per each
907-649-B: Video Detection-Data Collection and Reporting Tool License	- per each
907-649-C: Video Detection Training	- lump sum
907-649-D: Multi-Sensor Detection System, 1 Sensor	- per each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-699-5

CODE: (SP)

DATE: 12/17/2013

SUBJECT: Construction Stakes

Section 699, Construction Stakes, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby deleted and replaced as follows.

SECTION 907-699 - CONSTRUCTION STAKES

907-699.01--Description. This work consists of performing all calculations and other work necessary to establish and/or verify all horizontal and vertical control data; and furnishing, placing and maintaining roadway construction stakes or bridge construction stakes, or both, necessary for the proper prosecution of all features and items of the work under contract. This shall include, but not be limited to, grades and drainage structure locations, lengths, elevations and skews. When the contract includes a pay item for roadway construction stakes as provided herein, any references in other sections of the Standard Specifications to establishment of control points or construction staking "by the Department" shall be construed to mean "by the Contractor".

This work may be performed utilizing Automated Machine Guidance technologies and systems in accordance with the standard specifications and contract documents. Automated Machine Guidance (AMG) is defined as the utilization of positioning technologies such as Global Positioning Systems (GPS), Robotic Total Stations, lasers, and sonic systems to automatically guide and adjust construction equipment according to the intended design requirements. Global Positioning Systems (GPS) shall NOT be used for determining any points above the subgrade line. The Contractor may use any type of AMG system(s) that result in compliance with the contract documents and applicable Standard Specifications.

Automated Machine Guidance (AMG) is not a mandatory requirement. Automated Machine Guidance (AMG), conventional staking, or a combination of both may be used at the Contractor's option for staking on this project.

907-699.02--Materials. The Contractor shall furnish all personnel, materials, equipment and devices necessary for determining, establishing, setting, checking and maintaining points, lines, grades and layout of the work. All surveying equipment shall be properly adjusted and suited for performing the work required. Traffic control necessary for the proper execution of the work shall be furnished by the Contractor without separate measurement for payment. Stakes shall be of sufficient length, thickness and quality to serve the purpose for which they are being used.

All equipment required to accomplish automated machine guidance shall be provided by the Contractor. The Contractor may use any type of AMG equipment that achieves compliance with the contract documents and applicable Standard Specifications.

The Contractor shall provide the Department with an acceptable portable grade-verification device (Rover) to be used by the Department during the duration of the contract. On large projects with high production rates, the Contractor may have to provide more than one device. At the end of the contract, the device will be returned to the Contractor. This device shall have the same capabilities as the unit used by the Contractor.

907-699.03--Construction Requirements.

907-699.03.1--General. The Department will establish, one time only, secondary control points with elevations at distances not to exceed 1500 feet or that minimum distance necessary to maintain inter-visibility. For bridge work, the Engineer's field control will consist of a stationed baseline reference point near each end of the bridge(s) and one accessible bench mark near each bridge site. For the purpose of determining responsibility for construction stakes, lines and grades, a box bridge will not be considered as a bridge. The Contractor shall verify the accuracy of the control points before proceeding with the layout for construction.

When errors are discovered and control points do not agree with the plans, the Contractor shall promptly notify the Engineer in writing, and explain the problem in detail. The Engineer will advise the Contractor within five (5) working days of any corrective actions which may be deemed necessary.

The Contractor will be responsible for verifying and modifying, as necessary to best fit existing field conditions, lengths, locations, elevations and skew angles of all drainage structures shown on the construction plans. All junction box and inlet locations and heights shall also be verified and modified as necessary to fit existing field conditions. Modifications to the plans shall not be made without the consent of the Project Engineer. The Contractor will not be responsible for determining the size of drainage structures, but should immediately report any suspected error to the Engineer. Heights of fill over drainage structures shall be checked to verify class of pipe, bedding and the appropriate standard and/or modified standard drawing(s) required in the construction with any differences from the plans being reported to the Engineer.

The Contractor shall perform work necessary to verify alignment and plan grades on all roadway intersections and tie-ins. Any discrepancies in grades, alignment, location and or dimension detected by the Contractor shall immediately be brought to the attention of the Project Engineer.

The Contractor shall employ sufficient qualified personnel experienced in highway surveying and layout to complete the work accurately. The Contractor shall also determine and provide all additional grade controls and staking operations necessary to secure a correct layout and construction of the work. All minor variations in layout and grades required to meet field conditions shall be resolved with the Engineer and shall not be considered justification for adjusting contract price or time.

Examples of minor variations in layout and grades are:

- (a) Adjustment of drainage or other structure length, alignment, and flow line elevation.

(b) The adjustment of grades and alignment at roadway intersections, cross-overs, railroad crossings, interchanges, existing bridges and roadways.

(c) Adjustment of curve data.

The Contractor will be responsible for calculating and laying out all additional lines, grades, elevations and dimensions necessary to construct the work required in the plans. All grades and other layout data computed by the Contractor shall be recorded and a copy of this data shall be furnished, with sufficient time for checking, to the Engineer before field work is started. The originals of all data shall be furnished to the Engineer on or before final inspection for the Department's permanent file. The Contractor shall also furnish personnel to assist the Engineer in taking tolerance verification checks or other notes to determine whether specified tolerances are met. Any inspection or checking of the Contractor's layout by the Engineer and the approval of all or any part of it will not relieve the Contractor of the responsibility to secure proper dimensions, grades, and elevations of the several parts of the work.

Prior to beginning construction on any structure which is referenced to an existing structure or topographical feature, the Contractor shall check the pertinent location and grades of the existing structures or topographical features to determine whether the location and grade shown on the plans are correct.

The Contractor shall stake centerline control at each station, BOP, EOP, PC, PT, SC, CS, TS, ST, and equations just before field cross sectioning by the Department for both original and final cross sections.

The Contractor shall furnish "as built" finish centerline elevations to the Project Engineer prior to final inspection of the project.

The Contractor shall set stakes and/or flags on the right-of-way line at each station and right-of-way break or as directed by the Engineer before clearing operations are started on any section of roadway.

Regardless of the method used, the Contractor shall meet the surface tolerances addressed in Section 321.

The Contractor shall exercise care in the preservation of stakes and bench marks and shall reset them when they are damaged, lost, displaced or removed. The Contractor shall use competent personnel and suitable equipment for the layout work required and shall provide that it be performed under the supervision of, or directed by, a Registered Professional Engineer or Registered Land Surveyor who is duly registered and entitled to practice as a Professional Engineer or Professional Land Surveyor in the State of Mississippi. The duties performed by said Registrant shall conform to the definitions under the "practice of engineering" and practice of "land surveying" in Mississippi Law and the latest edition of the MDOT Survey Manual. The MDOT Survey Manual can be obtained online at the following address.

<http://sp.mdot.ms.gov/RoadwayDesign/Pages/MDOT-Survey-Manual.aspx>

The Contractor shall not engage the services of any person in the employ of the Department for the performance of any of the work covered by this Section or any person who has been employed by the Department within the past six months except those who have legitimately retired from service with the Department during this period.

All cross sections, measurements, and tickets required for determining pay quantities will be the responsibility of the Department.

The Department reserves the right to check for accuracy any or all of the Contractor's layout work and shall be assisted by the Contractor's personnel in such checking. When errors or discrepancies are found, the Contractor will take measures necessary to correct, at no expense to the State, any construction that has been performed using the improper layout. Any inspection, checking and approval thereof by the Engineer of work for which the Contractor is responsible will not relieve the Contractor of responsibility to secure correct dimensions, grades, elevations, alignments and locations of the work for satisfactory completion of the project and as a condition for final acceptance by the Department.

907-699.03.2--Conventional Staking. In addition to the requirements set forth in Subsection 907-699.03.1, the following shall be required when using the conventional staking method.

On grading projects, the Contractor shall set slope stakes at each station and at the beginning and end of spirals and curves. Closer intervals will be required for sharp changes in grades or alignment, widening and certain other geometric details.

The Contractor shall set subgrade blue tops on centerline, break points and at the left and right subgrade shoulder lines at intervals of not more than 100 feet on tangents and intervals of not more than 50 feet in curves. Closer intervals will be required for sharp changes in grades or alignment, widening, or super elevation.

The Contractor shall furnish personnel to assist the Engineer in taking stringline and other notes to determine whether specified tolerances are met.

On paving contracts, the Contractor shall set subgrade, base and paving blue tops. The base and pavement grade stakes shall be set on intervals in accordance with the applicable requirements of Sections 321, 403 and 501.

907-699.03.3--Automated Machine Guidance. In addition to the requirements set forth in Subsection 907-699.03.1, the following shall be required when using the automated machine grading method.

907-699.03.3.1--Automated Machine Guidance Work Plan. The Contractor shall submit a comprehensive written Automated Machine Guidance Work Plan to the Engineer for review at least 30 days prior to use. The Project Engineer will have to concur with the Plan prior to the Contractor performing any AMG work. The submittal of an AMG Work Plan shall be an indication of the Contractor's intention to utilize AMG instead of conventional methods on the

project areas and elements stated in the Work Plan. The Engineer shall review the Automated Machine Guidance Work Plan to ensure that the requirements of this special provision are addressed. The Contractor shall assume total responsibility for the performance of the system utilized in the Work Plan. Any update or alteration of the Automated Machine Guidance Work Plan in the course of the work shall be approved and submitted to MDOT for determination of conformance with requirements of this special provision.

The Automated Machine Guidance Work Plan shall describe how the automated machine guidance technology will be integrated into other technologies employed on the project. This shall include, but not limited to, the following:

1. A description of the manufacturer, model, and software version of the AMG equipment.
2. Information on the Contractor's experience in the use of Automated Machine Guidance system (or Related Technologies) to be used on the project, including formal training and field experience of project staff.
3. A single onsite staff person as the primary contact, and up to one alternate contact person for Automated Machine Guidance technology issues.
4. A definition of the project boundaries and scope of work to be accomplished with the AMG system.
5. A description of how the project proposed secondary control(s) is to be established. It shall also include a list and map detailing control points enveloping the site.
6. A description of site calibration procedures including, but not limited to, equipment calibration and the frequency of calibration as well as how the equipment calibration and information will be documented to MDOT and the Project Engineer. The documentation shall contain a complete record of when and where the tests were performed and the status of each equipment item tested within or out of the ranges of required tolerances.
7. A description of the Contractor's quality control procedures for checking mechanical calibration and maintenance of equipment. It shall also include the frequency and type of checks to be performed.
8. A description of the method and frequency of field verification checks and the submission schedule of results to the Project Engineer.
9. A description of the Contractor's contingency plan in the event of failure/outage of the AMG system.
10. A schedule of Digital Terrain Models (DTM) intended for use on the project. This shall be submitted to the Engineer for review, feedback, and communication.

907-699.03.3.2--State's Responsibilities. The District Surveyor will set the primary horizontal and vertical control points in the field for the project as per latest edition of the MDOT Survey Manual. The control points shall be in Mississippi State Plane coordinate system.

MDOT will provide an electronic alignment file and primary control file for the project. This file will be based on the appropriate Mississippi State Plane Coordinate Zone either West or East. These files will be created with the computer software applications MicroStation (CADD software) and GEOPAK (civil engineering software). The data files will be provided in the native formats. The Contractor shall perform necessary conversion of the files for their selected grade control equipment, field verify the data for accuracy, and immediately report any errors to

MDOT.

MDOT will provide design data, if available, in an electronic format to the Contractor. These files will be created with the computer software applications MicroStation (CADD software) and GEOPAK (civil engineering software). The data files will be provided in the native formats as specified in the Data Format section of this specification. No guarantee is made to the data accuracy or completeness, or that the data systems used by MDOT will be directly compatible with the systems used by the Contractor. Information shown on the paper plans marked with the seal (official plans as advertised) shall govern.

The Engineer will perform spot checks as necessary of the Contractor's machine control grading results, surveying calculations, records, field procedures, and actual staking. If the Engineer determines that the work is not being performed in accordance with the Specifications, the Engineer shall order the Contractor to re-construct the work to the requirements of the contract documents at no additional cost to the Department.

907-699.03.3--Contractor's Responsibilities. The Contractor shall provide formal training, as requested, on the use of the Automated Machine Guidance Equipment, including Rover, and the Contractor's systems to MDOT project personnel prior to the start of construction activities utilizing AMG. This training is for providing MDOT project personnel with an understanding of the equipment, software, and electronic data being used by the Contractor.

The Contractor shall use the alignment and control data provided by MDOT.

The Contractor shall bear all costs, including but not limited to the cost of actual reconstruction work that may be incurred due to errors in application of Automated Machine Guidance techniques or manipulation of MDOT design data in Digital Terrain Models (DTM). The Contractor shall also bear all costs associated with any graphical grading outside the model / typical section, such as tying to existing grades at the beginning or end of a project.

The Contractor shall be responsible for converting the information on the plans and/or electronic data file provided by MDOT into a format compatible with the Contractor's AMG system.

The Contractor shall establish secondary control points at locations along the length of the project and outside the project limits and/or where work is performed beyond the project limits as required by the Automated Machine Guidance system utilized. The Contractor shall establish this secondary control using survey procedures as outlined in the latest edition of the MDOT Survey Manual. A copy of all new control point information shall be provided to the Engineer prior to construction activities. The Contractor shall be responsible for all errors resulting from their efforts and shall correct deficiencies to the satisfaction of the Engineer and at no additional cost to the State.

The Contractor shall preserve all reference points and monuments that are established by the District Surveyor outside the construction limits. If the Contractor fails to preserve these items, they shall be re-established by the Contractor to their original quality at no additional cost to the State.

The Contractor shall set grade stakes at the top of the finished sub-grade and base course at all hinge points on the typical sections at 1000-foot maximum intervals on mainline, critical points such as, but not limited to, PC's, PT's, beginning and ending super elevation transition sections, middle of the curve, and at least two locations on each of the side roads and ramps, and at the beginning and end of each cross slope transition where Automated Machine Guidance is used. These grade stakes shall be established using conventional survey methods for use by the Engineer to check the accuracy of the construction.

On grading projects, the Contractor shall set slope stakes and centerline stationing every 500 feet and at the beginning and end of spirals and curves. Closer intervals will be required for sharp changes in grades or alignment, widening and certain other geometric details.

The staking requirements for pavement grade stakes addressed in Sections 403 and 501 will not apply. The Contractor shall furnish an acceptable portable grade-verification device(s) (Rover) to verify grade tolerances.

The Contractor will be required to set 20 grade points (hubs) per mile at locations determined by the Engineer for field verification. If tolerances are not met, additional grade points may be required by the Engineer.

The Contractor shall furnish personnel to assist the Engineer in taking tolerance verification checks as necessary to determine whether specified tolerances are met.

The Contractor shall meet the same accuracy requirements as detailed in the Mississippi Standard Specifications for Road and Bridge Construction.

The Contractor shall be responsible for implementing the AMG system using the Mississippi State Plane Coordinate System. No localization methods will be accepted.

907-699.03.3.4--Data Format. It is the Contractor's responsibility to produce the Digital Terrain Model(s) and/or 3D line work needed for Automated Machine Guidance. MDOT does not produce this data in its design process. MDOT does provide CADD files created in the design process to the Contractor. The CADD files provided by MDOT are provided in the native software application formats in which they are created with no conversions, and their use in developing 3D data for machine guidance is at the discretion of the Contractor. The CADD files that may be available are listed below. Cross-Sections are one of the items provided but are not necessarily created at critical design locations. Therefore their use in Digital Terrain Models (DTM) for AMG is limited.

1. Project Control - Microstation DGN file and ASCII file
2. Existing Topographic Data - Microstation DGN file(s)
3. Preliminary Surveyed Ground Surface - GeoPak TIN, if available
4. Horizontal and Vertical alignment information - GeoPak GPK file and/or Microstation DGN file(s)
5. 2D Design line work (edge of pavement, shoulder, etc.) - Microstation DGN file(s)

6. Cross sections - Microstation DGN file(s), GeoPak format
7. Superelevation - Microstation DGN file(s), GeoPak format
8. Form Grades - Microstation DGN file(s)
9. Design Drainage - Microstation DGN file(s)

It is expressly understood and agreed that MDOT assumes no responsibility in respect to the sufficiency or accuracy of these CADD files. These files are provided for convenience only and the contract plans are the legal document for constructing the project.

907-699.04--Method of Measurement. Construction stakes will be measured as a lump sum quantity. When Pay Item No. 907-699-A, Roadway Construction Stakes, is provided in the contract, measurement shall include the staking of all bridges, including detour bridges, which are a part of the contract.

907-699.04.1--Roadway Construction Stakes. Roadway Construction Stakes will be measured for payment in accordance with the following schedule:

- (a) When one percent of the original contract amount is earned from all direct pay items, 10 percent of the amount bid for Roadway Construction Stakes will be paid.
- (b) When five percent of the original contract amount is earned from all direct pay items, 25 percent of the amount bid for Roadway Construction Stakes will be paid.
- (c) When 20 percent of the original contract amount is earned from all direct pay items, 50 percent of the amount bid for Roadway Construction Stakes will be paid.
- (d) After the Contractor has earned 50 percent of the original value of all direct pay items, the amount paid will be based on the contract percent complete.

907-699.04.2--Bridge Construction Stakes. Bridge Construction Stakes will be measured for payment in accordance with the following schedule:

- (a) When one percent of the original contract value of all bridge items is earned, 10 percent of the amount bid for Bridge Construction Stakes will be paid.
- (b) When five percent of the original contract value of all bridge items is earned, 25 percent of the amount bid for Bridge Construction Stakes will be paid.
- (c) When 20 percent of the original contract value of all bridge items is earned, 50 percent of the amount bid for Bridge Construction Stakes will be paid.
- (d) After the Contractor has earned 50 percent of original contract value of all bridge items, the amount paid will be based on the percentage of work completed on all bridge items.

907-699.05--Basis of Payment. Construction stakes, measured as prescribed above, will be paid for at the contract lump sum price, which shall be full compensation for completing the work.

Payment will be made under:

907-699-A: Roadway Construction Stakes - lump sum

907-699-B: Bridge Construction Stakes - lump sum

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-701-5

DATE: 09/17/2014

SUBJECT: Hydraulic Cement

In the last paragraph of Subsection 907-701.04.1.1 on page 3, change “AASHTO Designation: M 240, Table 3” to “AASHTO Designation: M 240, Table 4”.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-701-5

CODE: (SP)

| DATE: 08/20/2014

SUBJECT: Hydraulic Cement

Section 701, Hydraulic Cement, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

Delete Subsection 701.01 on pages 595 & 596, and substitute the following:

907-701.01--General. The following requirements shall be applicable to hydraulic cement:

Only hydraulic cements conforming to Section 701 shall be used. Hydraulic cements shall not be listed or designated as meeting more than one AASHTO or Department type.

Different brands of hydraulic cement, or the same brand of hydraulic cement from different mills, shall not be mixed or used alternately in any one class of construction or structure, without written permission from the Engineer; except that this requirement will not be applicable to hydraulic cement treatment of design soils, or bases.

The Contractor shall provide suitable means for storing and protecting the hydraulic cement against dampness. Hydraulic cement, which for any reason, has become partially set or which contains lumps of caked hydraulic cement will be rejected. Hydraulic cement salvaged from discarded or used bags shall not be used.

The temperature of bulk hydraulic cement shall not be greater than 165°F at the time of incorporation in the mix.

Acceptance of hydraulic cement will be based on the certification program as described in the Department's Materials Division Inspection, Testing, and Certification Manual and job control sampling and testing as established by Department SOP.

Retests of hydraulic cement may be made for soundness and expansion within 28 days of test failure and, if the hydraulic cement passes, it may be accepted. Hydraulic cement shall not be rejected due to failure to meet the fineness requirements if upon retests after drying at 212°F for one hour, it meets such requirements.

Delete Subsection 701.02 on page 596, and substitute the following:

907-701.02--Portland Cement.

907-701.02.1--General.

907-701.02.1.1--Types of Portland Cement. Portland cement (cement) shall be either Type I or Type II conforming to AASHTO Designation: M85. Type III cement conforming to AASHTO Designation: M85 or Type III (MS), as defined by the description below Table 1, may be used for the production of precast or precast-prestressed concrete members.

907-701.02.1.2--Alkali Content. All cement types in this Subsection shall meet the Equivalent alkali content requirement for low-alkali cements listed in AASHTO Designation: M85, Table 2.

907-701.02.2--Replacement by Other Cementitious Materials. The maximum replacement of cement by weight is 25% for fly ash or 50% for ground granulated blast furnace slag (GGBFS). The minimum tolerance for replacement shall be 5% below the maximum replacement content. Replacement contents below this minimum tolerance by fly ash or GGBFS may be used, but shall not be given any special considerations, like the maximum acceptance temperature for portland cement concrete containing pozzolans. Special considerations shall only apply for replacement of cement by fly ash or GGBFS.

907-701.02.2.1--Portland Cement Concrete Exposed to Soluble Sulfate Conditions or Seawater. When portland cement concrete is exposed to moderate or severe soluble sulfate conditions, or to seawater, cement types and replacement of cement by Class F fly ash, GGBFS, or silica fume shall be as follows in Table 1.

Table 1- Cementitious Materials for Soluble Sulfate Conditions

Sulfate Exposure	Water-soluble sulfate (SO ₄) in soil, % by mass	Sulfate (SO ₄) in water, ppm	Cementitious material required*
Moderate and Seawater	0.10 - 0.20	150 - 1,500	Type II **, ***, **** cement, or Type I cement with one of the following replacements of cement by weight: 25% Class F fly ash, 50% GGBFS, or 8% silica fume
Severe	0.20 - 2.00	1,500 - 10,000	Type I cement with a replacement by weight of 50% GGBFS, or Type II cement with one of the following replacements of cement by weight: 25% Class F fly ash, 50% GGBFS, or 8% silica fume

* The values listed in this table for replacement of portland cement by the cementitious materials listed are maximums and shall not be exceeded. The

minimum tolerance for replacement shall be 0.5% below the maximum replacement content. Replacement contents below this minimum tolerance by the cementitious materials listed in this table do not meet the requirements for the exposure conditions listed and shall not be allowed.

** Type III cement conforming to AASHTO Designation: M85 with a maximum 8% tricalcium aluminate (C_3A) may be used in lieu of Type II cement as allowed in Subsection 907-701.02.1; this cement is given the designation "Type III(MS)".

*** Blended cement meeting the sulfate resistance requirements of Subsection 907-701.04 may be used in lieu of Type II as allowed in Subsection 907-701.04.

**** Class F fly ash or GGBFS may be added as a replacement for cement as allowed in Subsection 907-701.02.2.

Class C fly ash shall not be used as a replacement for cement in any of the sulfate exposure conditions listed above.

907-701.02.2.2--Cement for Soil Stabilization Exposed to Soluble Sulfate Conditions or Seawater. When portland cement for use in soil stabilization is exposed to moderate or severe soluble sulfate conditions, or to seawater, cement types and replacement of cement by Class F fly ash or GGBFS shall meet the requirements of Subsection 907-701.02.2.1. Silica fume shall be used to bring the cementitious materials into compliance with the requirements of Table 1.

Delete Subsection 701.03 on page 596, and substitute the following:

907-701.03--Masonry Cement. Masonry cement shall conform to ASTM Designation: C 91 and shall only be used in masonry applications.

Delete Subsection 701.04 on page 596, and substitute the following:

907-701.04--Blended Hydraulic Cement.

907-701.04.1--General.

907-701.04.1.1--Types of Blended Cement. Blended hydraulic cements (blended cements) shall be of the following types and conform to AASHTO Designation: M 240:

Type IS – Portland blast-furnace slag cement

Type IP – Portland-pozzolan cement

Type IL – Portland-limestone cement

Blended cement Types IS and IP for use in portland cement concrete or soil stabilization exposed to the moderate soluble sulfate condition or exposure to seawater as defined in Table 1 shall meet the Sulfate resistance requirement listed in AASHTO Designation: M 240, Table 3 and the "(MS)" suffix shall be added to the type designation.

907-701.04.1.2--Alkali Content. All blended cement shall be made with clinker that would result in cement meeting the requirements of Subsection 907-701.02.1.2 when used in the production of AASHTO Designation: M 85, Type I or Type II cement.

907-701.04.2--Replacement by Other Cementitious Materials. The maximum replacement of blended cement Type IL by weight is 35% for fly ash or 50% for GGBFS. Replacement contents below 20% fly ash or 45% GGBFS may be used, but shall not be given any special considerations, like the maximum acceptance temperature for portland cement concrete containing pozzolans. Special considerations shall only apply for replacement of blended cement by fly ash or GGBFS. No additional cementitious materials, such as Portland cement, performance hydraulic cement, fly ash, GGBFS, metakaolin, or others, shall be added to or as a replacement for blended cement Types IS and IP.

907-701.04.3--Exposure to Soluble Sulfate Conditions or Seawater. When portland cement concrete or blended cement for soil stabilization is exposed to moderate soluble sulfate conditions or to seawater, where the moderate soluble sulfate condition is defined in Table 1, the blended cement shall meet the sulfate resistance requirement listed in AASHTO Designation: M 240, Table 3.

When portland cement concrete or blended cement for soil stabilization is exposed to severe soluble sulfate conditions, where the severe soluble sulfate condition is defined in Table 1, blended cements shall not be used.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-702-5

CODE: (SP)

DATE: 08/12/2014

SUBJECT: Specifications for Bituminous Materials

Section 702, Bituminous Materials, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-702.05--Petroleum Asphalt Cement. Delete the third paragraph of Subsection 702.05 on page 598, and substitute the following.

The bituminous material used in all types of asphalt mixtures shall conform to AASHTO Designation: M 320, Performance Grade PG 67-22, as modified in the table below, except that Polyphosphoric Acid (PPA) may be used at low dosage rates as a modifier to enhance the physical properties of a base binder to meet the requirements for Performance Grade PG 67-22. In addition, PPA may be used as a catalyst or mixing agent at low dosage rates in the production of Polymer Modified, Performance Grade PG 76-22.

When PPA is used as a modifier, in no case shall the PPA modifier be used to adjust the physical properties of the binder a full binder grade. For example: the base binder (unmodified) is graded as a PG 64-22 and should only be modified by the addition of PPA to a modified binder grade of PG 67-22.

When petroleum asphalt cement is modified by PPA, the following dosage limits shall be applied.

Grade	Dosage Limit
PG 67-22	0.75% by weight of binder
PG 76-22	0.50% by weight of binder

907-702.07--Emulsified Asphalt.

907-702.07.2--Anionic and Cationic. After the last paragraph of Subsection 702.07.2 on page 600, add the following.

LockDown (LD-7) and CQS-1h shall conform to the requirements of Table V.

907-702.07.3--Polymer Modified Cationic Emulsified Asphalt (CRS-2P). Delete the paragraph in Subsection 702.07.3 on page 600, and substitute the following.

Polymer Modified Cationic Emulsified Asphalt shall conform to the requirements of AASHTO Designation: M 316, with the following exception:

In Table 1, the Ductility, 25 °C, 5 cm/min, shall be a minimum of 100 cm.

907-702.12--Tables. After the last Table of Subsection 702.12 on page 606, add the following.

**TABLE V
SPECIFICATION FOR FOG SEAL**

Test Requirements	LD-7		CQS-1h		Test Method
	Min.	Max.	Min.	Max.	
Viscosity, Saybolt Furol, @ 25°C, Sec.	15	100	20	150	AASHTO T 72
Storage Stability Test, 24 hr, %	-	1	-	1	AASHTO T 59
Settlement, 5 day, %	-	5	-	-	AASHTO T 59
Particle Charge	-	-	Positive		AASHTO T 59
Oil Distillate, %	-	1	-	-	AASHTO T 59
Sieve Test, % *	-	0.3	-	0.1	AASHTO T 59
Residue by Distillation, %	40	-	60	-	AASHTO T 59
Test on Residue from Distillation					
Penetration @ 25°C	-	20	-	-	AASHTO T 49
Penetration @ 25°C, 100g, 5s	-	-	60	110	AASHTO T 49
Softening Point, °C	65	-	-	-	ASTM 36
Solubility in trichloroethylene, %	97.5	-	97.5	-	AASHTO T 44
Ductility @ 25°C, cm	-	-	40	-	AASHTO T 51
Original DSR @ 82° (G*/Sinδ, 10 rad/sec)	1	-	-	-	AASHTO T 111

* The Sieve result is tested for reporting purpose only, and it may be waived if no application problems are present in the field.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-703-12

DATE: 01/29/2015

SUBJECT: Aggregates

In the title of Subsection 907-703.06 on page 2, delete “Hot Mix”.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-703-12

CODE: (IS)

DATE: 10/28/2014

SUBJECT: Aggregates

Section 703, Aggregates, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-703.03.2.4--Gradation. Delete the table in Subsection 703.03.2.4 on page 611 and substitute the following.

**Table of Sizes and Gradation of Coarse Aggregate
for Portland Cement Concrete**

Square Mesh Sieves	Percent Passing by Weight						
	Size No. 467	Size No. 57	Size No. 67	Size No. 7	Size No. 78	Size No. 8	Size No. 89
2 inch	100						
1½ inch	95-100	100					
1 inch		80-100	100				
¾ inch	35-70		80-100	100	100	100	
½ inch		25-60		90-100	90-100	95 100	100
⅜ inch	10-30		20-55	40-70	40-75	75-100	85 100
No. 4	0-5	0-10	0-10	0-15	5-25	5-30	20-40
No. 8		0-5	0-5	0-5	0-10	0-10	0-10
No. 16					0-5	0-5	0-5

Delete the last sentence of the last paragraph of Subsection 703.03.2.4 on page 611.

907-703.04--Aggregate for Crushed Stone Courses.

907-703.04.1--Coarse Aggregate. Delete the first paragraph of Subsection 703.04.1 on page 611, and substitute the following.

Coarse aggregate, defined as material retained on No. 8 sieve, shall be either crushed limestone, steel slag, granite, concrete, or combination thereof. Crushed concrete is defined as recycled concrete pavement, structural concrete, or other concrete sources that can be crushed to meet the gradation requirements for Size No. 825B as modified below. In no case shall waste from concrete production (wash-out) be used as a crushed stone base.

907-703.04.2--Fine Aggregate. Delete the first sentence of the first paragraph of Subsection 703.04.2 on page 612, and substitute the following.

Fine aggregate, defined as material passing the No. 8 sieve, shall be material resulting from the crushing of limestone, steel slag, granite, concrete, or combination thereof.

Delete the third paragraph of Subsection 703.04.2 on page 612.

907-703.04.3--Gradation. In the table of Subsection 703.04.3 on page 613, change the requirement for the 1-inch sieve under Size No. 825 B from “75 - 98” to “75 - 100”.

After the table in Subsection 703.04.3 on page 613, add the following.

If crushed concrete is used, the crushed material shall meet the gradation requirements of Size No. 825 B with the exception that the percent passing by weight of the No. 200 sieve shall be 2 – 18.

907-703.06--Aggregates for Hot Mix Asphalt.

907-703.06.1--Coarse Aggregates. Delete the third paragraph of Subsection 703.06.1 on page 613, and substitute the following.

When tested in accordance with AASHTO Designation: T 19, the dry rodded unit weight of all aggregates except expanded clay and shale shall not be less than 70 pounds per cubic foot.

907-703.06.1.2--Fine Aggregates. Delete the last sentence of Subsection 703.06.1.2 on page 614.

907-703.14--Aggregates for Bituminous Surface Treatments.

907-703.14.2--Detail Requirements.

907-703.14.2.1--Gradation. In the table entitled “Gradation Requirements For Cover Aggregate” in Subsection 703.14.2.1 on page 622, delete the requirement for the No. 16 sieve for Size No. 7 under the column “Slag or Expanded Clay”.

Delete Subsection 703.19 on page 624, and substitute the following.

907-703.19--Lightweight Aggregate for Concrete.

907-703.19.1--Lightweight Aggregate for Structural Concrete. Lightweight aggregate for structural concrete shall meet the requirements of AASHTO Designation: M 195.

907-703.19.2--Lightweight Aggregate for Internal Curing of Concrete. Lightweight aggregate for internal curing of concrete shall meet the requirements of ASTM Designation: C 1761. The lightweight aggregate shall meet the gradation requirements listed in Table 1 for either “9.5 mm to 2.36 mm (3/8 in. to No. 8)” Coarse aggregate, “9.5 mm to 0 (3/8 in. to 0)” Combined fine and coarse aggregate, or “4.75 mm to 0 (No. 4 to 0)” Fine aggregate. The fineness modulus of the lightweight aggregate shall not be less than 2.70.

907-703.20--Aggregate for Stabilizer.

907-703.20.3--Gradation. Delete the table and notes in Subsection 703.20.3 at the top of page 626, and substitute the following.

PERCENT PASSING BY WEIGHT

Square Mesh Sieves	Shell	Coarse			Medium	Fine
		Size I	Size II Note (1)	Size III Note (3)		
3 inch	90-100			100		
2 1/2 inch				90-100		
2 inch		100				
1 1/2 inch		90-100	100	25-60		
1 inch		80-100	97-100			
3/4 inch		55-100	55-100	0-10		
1/2 inch		35-85	35-85	0-5	100	
3/8 inch		12-65	12-65		97-100	
No. 4, Note (2)		0-30	0-30		92-100	
No. 10		0-8	0-8		80-100	100
No. 40	0-5				10-40	80-100
No. 60					0-20	30-100
No. 100						15-80
No. 200		0-4	0-4		0-5	0-30
PI Material Passing No. 40					6 or less	0

Note (1): Size II is intended for use in bases in which portland cement is used.

Note (2): Ground shell shall contain at least 97% passing the No. 4 sieve.

Note (3): Size III is intended for use in stabilized construction entrances.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-711-4

CODE: (IS)

DATE: 06/26/2009

SUBJECT: Synthetic Structural Fiber Reinforcement

Section 711, Reinforcement and Wire Rope, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

After Subsection 711.03.4.3 on page 665, add the following:

907-711.04--Synthetic Structural Fiber. The synthetic structural fibers shall be approved for listing in the Department's "Approved Sources of Materials" prior to use. The synthetic structural fibers shall be added to the concrete and mixed in accordance with the manufacturer's recommended methods.

907-711.04.1--Material Properties. The fibers shall meet the requirements of ASTM Designation: C 1116, Section 4.1.3. The fibers shall be made of polypropylene, polypropylene/polyethylene blend, nylon, or polyvinyl alcohol (PVA).

907-711.04.2--Minimum Dosage Rate. The dosage rate shall be such that the average residual strength ratio ($R_{150,3.0}$) of fiber reinforced concrete beams is a minimum of 20.0 percent when the beams are tested in accordance with ASTM Designation: C 1609. The dosage rate for fibers shall be determined by the following.

The fiber manufacturer shall have the fibers tested by an acceptable, independent laboratory acceptable to the Department and regularly inspected by the Cement and Concrete Reference Laboratory of the National Institutes of Standards and Technology and approved to perform ASTM Designations: C 39, C 78, and C192.

The laboratory shall test the fibers following the requirements of ASTM Designation: C 1609 in a minimum of three (3) test specimens cast from the same batch of concrete, molded in 6 x 6 x 20-inch standard beam molds meeting the requirements of ASTM Designation: C 31. The beams shall be tested on an 18-inch span. The tests for $R_{150,3.0}$ shall be performed when the average compressive strength of concrete used to cast the beams is between 3500 and 4500 psi. The tests for compressive strength shall follow the requirements of ASTM Designation: C 39. The average compressive strength shall be determined from a minimum of two (2) compressive strength cylinders.

The value for $R_{150,3}$ shall be determined using the following equation:

$$R_{150,3.0} = \frac{f_{150,3.0}}{f_1} \times 100$$

The residual flexural strength ($f_{150,3.0}$) shall be determined using the following equation:

$$f_{150,3.0} = \frac{P_{150,3.0} \times L}{b \times d^2}$$

where:

$f_{150,3.0}$ is the residual flexural strength at the midspan deflection of $L/150$, (psi),

$P_{150,3.0}$ is the residual load capacity at the midspan deflection of $L/150$, (lbf),

L is the span, (in),

b is the width of the specimen at the fracture, (in), and

d is the depth of the specimen at the fracture, (in).

For a 6 x 6 x 20-inch beam, the $P_{150,3.0}$ shall be measured at a midspan deflection of 0.12 inch.

Additionally, $R_{150,3.0}$, $f_{150,3.0}$, and $P_{150,3.0}$ may also be referred to as R_{150}^{150} , f_{150}^{150} , and P_{150}^{150} respectively.

At the dosage rate required to achieve the minimum $R_{150,3}$, the mixture shall both be workable and the fibers shall not form clumps.

The manufacturer shall submit to the State Materials Engineer certified test reports from the independent laboratory showing the test results of each test specimen.

907-711.04.3--Job Control Requirements. The synthetic structural fibers shall be one from the Department's "Approved Sources of Materials."

At the required dosage rate, the mixture shall both be workable and the fibers shall not form clumps to the satisfaction of the Engineer. If the mixture is determined by the Engineer to not be workable or have clumps of fibers, the mixture may be rejected.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-713-6

CODE: (SP)

DATE: 03/17/2016

SUBJECT: Admixtures for Concrete

Section 713, Concrete Curing Materials and Admixtures, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

After the second paragraph of Subsection 713.01.2 on page 676, add the following.

Type 1-D compound may be used on bridge rails, median barriers, and other structures requiring a spray finish. When Type 1-D compound is used, it will be the responsibility of the Contractor to assure that the compound has dissipated from the structure prior to applying the spray finish and that the spray finish adheres soundly to the structure.

Delete Subsection 713.02 on pages 676 & 677, and substitute the following.

907-713.02--Admixtures for Concrete. Air-entraining admixtures used in Portland cement concrete shall comply with AASHTO Designation: M 154. Set-retarding, accelerating, and/or water-reducing admixtures shall comply with AASHTO Designation: M 194. Water-reducing admixture shall meet the minimum requirements for Type A. Set-retarding admixtures shall meet the minimum requirements for Type D. Admixtures providing a specific performance characteristic(s) other than those of water reduction or set retardation shall meet the minimum requirements for Type S. For admixtures meeting the requirements for Type S, the manufacturer shall provide data to substantiate the specific performance characteristic(s) to the satisfaction of the State Materials Engineer.

In order to obtain approval of an admixture, the State Materials Engineer shall have been furnished certified test reports, made by an acceptable independent laboratory regularly inspected by the Cement and Concrete Reference Laboratory of the National Institutes of Standards and Technology, which show that the admixture meets all the requirements of the applicable AASHTO Standard Specification.

The Department reserves the right to sample, for check tests, any shipment or lot of admixture delivered to a project.

The Department reserves the right to require tests of the material to be furnished, using the specific cement and aggregates proposed for use on the project, as suggested in AASHTO Designation: M 154 and outlined in AASHTO Designation: M 194.

After an admixture has been approved, the Contractor shall submit to the State Materials Engineer, with each new lot of material shipped, a certification from the manufacturer in accordance with the requirements of Subsection 700.05.1 and stating the material is of the same composition as

originally approved and has not been changed or altered in any way. The requirement in Subsection 700.05.1(b) is not required on the certification from the manufacturer.

Admixtures containing chlorides will not be permitted.

Failure to maintain compliance with any requirement of these specifications shall be cause for rejection of any previously approved source or brand of admixture.

Admixtures shall only be used in accordance with the manufacturer's recommended dosage range as set forth in the manufacturer's approval request correspondence. When an admixture is used in Portland cement concrete, it shall be the responsibility of the Contractor to produce satisfactory results.

907-713.02.1--Source Approval. In order to obtain approval of an admixture, the Producer/Suppliers shall submit to the State Materials Engineer the following for review: certified test reports, made by an acceptable independent laboratory regularly inspected by the Cement and Concrete Reference Laboratory of the National Institutes of Standards and Technology, which show that the admixture meets all the requirements of the applicable AASHTO or Department Specification for the specific type and the dosage range for the specific type of admixture.

907-713.02.2--Specific Requirements. Admixtures containing chlorides will not be permitted.

907-713.02.3--Acceptance. The Department reserves the right to sample, for check tests, any shipment or lot of admixture delivered to a project.

The Department reserves the right to require tests of the material to be furnished, using the specific cement and aggregates proposed for use on the project, as suggested in AASHTO Designation: M 154 and outlined in AASHTO Designation: M 194.

Failure to maintain compliance with any requirement of these specifications shall be cause for rejection of any previously approved source or brand of admixture.

With each new lot of material shipped the Contractor shall submit to the State Materials Engineer, a notarized certification from the manufacturer showing that the material complies with the requirements of the applicable AASHTO or Department Specification.

When an admixture is used, it shall be the responsibility of the Contractor to produce satisfactory results.

907-713.02.4--Waterproofing Admixture. This product is used as a waterproofing admixture for cast in place concrete bridge decks and bridge deck topping.

The Contractor shall submit manufacturer's product data and installation methods for each type of the products required to demonstrate the product complies with specifications.

The materials shall be installed in accordance with manufacturer's instructions.

The waterproofing admixture shall be one of the following, or an approved equal.

- Xypex Admix
- Everdure Caltite
- Hycrete W1000

The dosage rate for the above admixtures shall be as follows:

- Xypex Admix shall be 15 pounds per cubic yard.
- Everdure Caltite shall be a minimum of 1.5% by weight of cement.
- Hycrete W1000 shall be a minimum one (1) gallon per cubic yard.

Any retardation of set that occurs will depend upon the concrete mix design and the dosage rate of the admixture.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-714-8

CODE: (IS)

| DATE: 05/01/2013

SUBJECT: Miscellaneous Materials

Section 714, Miscellaneous Materials, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-714.05--Fly Ash. Delete Subsections 714.05.1 & 714.05.2 on pages 680 & 681, and substitute the following.

907-714.05.1--General. The fly ash source must be approved for listing in the Department's "Approved Sources of Materials" prior to use. The acceptance of fly ash shall be based on certified test reports, certification of shipment from the supplier, and tests performed on samples obtained after delivery in accordance with the Department's Materials Division Inspection, Testing, and Certification Manual and Department SOP.

Different classes of fly ash or different sources of the same class shall not be mixed or used in the construction of a structure or unit of a structure without written permission from the Engineer.

The Contractor shall provide suitable means for storing and protecting the fly ash from dampness. Separate storage silos, bins, or containers shall be provided for fly ash. Fly ash which has become partially set or contains lumps of caked fly ash shall not be used.

The temperature of the bulk fly ash shall not be greater than 165°F at the time of incorporation into the work.

All classes of fly ash shall meet the supplementary option chemical requirement for available alkalis listed in AASHTO Designation: M 295, Table 2. Class F fly ash shall have a calcium oxide (CaO) content of less than 6.0%. Class C fly ash shall have a CaO content of greater than or equal to 8.0%.

The replacement of Portland cement with fly ash shall be in accordance with the applicable replacement content specified in Subsection 907-701.02.2.

In addition to these requirements, fly ash shall meet the following specific requirements for the intended use.

907-714.05.2--Fly Ash for Use in Concrete. When used with Portland cement in the production of concrete or grout, the fly ash shall meet the requirements of AASHTO Designation: M 295, Class C or F, with the following exception:

The loss on ignition shall not exceed 6.0 percent.

No additional cementitious materials, such as blended hydraulic cement, GGBFS, metakaolin, or others, shall be added to or as a replacement for Portland cement when used with fly ash.

907-714.06--Ground Granulated Blast Furnace Slag (GGBFS). Delete Subsection 714.06.1 on page 681, and substitute the following.

907-714.06.1--General. The GGBFS source must be approved for listing in the Department's "Approved Sources of Materials" prior to use. The acceptance of GGBFS shall be based on certified test reports, certification of shipment from the supplier, and tests performed on samples obtained after delivery in accordance with the Department's Materials Division Inspection, Testing, and Certification Manual and Department SOP.

The Contractor shall provide suitable means for storing and protecting the GGBFS against dampness and contamination. Separate storage silos, bins, or containers shall be provided for GGBFS. GGBFS which has become partially set, caked or contains lumps shall not be used.

The State Materials Engineer shall be notified in writing of the nature, amount and identity of any processing or other additions made to the GGBFS during production.

GGBFS from different mills shall not be mixed or used alternately in any one class of construction or structure without written permission from the Engineer; except that this requirement will not be applicable to cement treatment of design soils or bases.

No additional cementitious materials, such as blended hydraulic cement, fly ash, metakaolin, or others, shall be added to or as a replacement for Portland cement when used with GGBFS in the production of concrete. The replacement of Portland cement with GGBFS shall be in accordance with the applicable replacement content specified in Subsection 907-701.02.2.

Delete Subsection 714.07 on page 682, and substitute the following.

907-714.07--Additional Cementitious Materials.

907-714.07.1--Metakaolin.

907-714.07.1.1--General. Metakaolin shall only be used as a supplementary cementitious material in Portland cement concrete for compliance with the requirements for cementitious materials exposed to soluble sulfate conditions. Metakaolin from different sources shall not be mixed or used alternately in any one class of construction or structure without written permission from the Engineer. No additional cementitious materials, such as blended hydraulic cement, fly ash, GGBFS, or others, shall be added to or as a replacement for Portland cement when used with metakaolin in the production of concrete.

The State Materials Engineer shall be notified in writing of the nature, amount and identity of any processing, or other additions made to the metakaolin during production.

907-714.07.1.2--Source Approval. The approval of each metakaolin source shall be on a case

by case basis as determined by the State Materials Engineer. In order to obtain approval of a metakaolin source, the Producer/Suppliers shall submit to the State Materials Engineer the following for review: certified test reports, made by an acceptable, independent laboratory regularly inspected by the Cement and Concrete Reference Laboratory of the National Institutes of Standards and Technology, which show that the metakaolin meets all the requirements of AASHTO Designation: M295, including the Effectiveness in contributing to sulfate resistance, Procedure A, listed in AASHTO Designation: M295, Table 4 for Supplementary Optional Physical Requirements, and other requirements listed herein.

In order to demonstrate effectiveness in contributing to sulfate resistance, included in this test data shall be results of metakaolin from the proposed source tested in accordance with ASTM Designation: C 1012. There shall be two sets of test specimens per the following:

- a. One set of test specimens shall be prepared using a Type I Portland cement meeting the requirements of AASHTO Designation: M85 and having a tricalcium aluminate (C_3A) content of more than 8.0%,
- b. One set of test specimens shall be prepared using a Type II Portland cement meeting the requirements of AASHTO Designation: M85.
- c. The proposed metakaolin shall be incorporated at the rate of 10% cement replacement in each set of test specimens and shall meet both of the acceptance criteria listed below for source approval.

The requirement for acceptance of the test sample using Type I Portland cement is an expansion of 0.10% or less at the end of six months. The requirement for acceptance of the test sample using Type II Portland cement is an expansion of 0.05% or less at the end of six months.

907-714.07.1.3--Storage. The Contractor shall provide suitable means for storing and protecting the metakaolin against dampness and contamination. Metakaolin which has become partially set, caked, or contains lumps shall not be used.

907-714.07.1.4--Specific Requirements. Metakaolin shall meet the requirements of AASHTO Designation: M 295, Class N with the following modifications:

1. The sum of $SiO_2 + Al_2O_3 + Fe_2O_3$ shall be at least 85%. The Material Safety Data Sheet shall indicate that the amount of crystalline silica, as measured by National Institute of Occupation Safety and Health (NIOSH) 7500 method, after removal of the mica interference, is less than 1.0%.
2. The loss on ignition shall be less than 3.0%.
3. The available alkalies, as equivalent Na_2O , shall not exceed 1.0%.
4. The amount of material retained on a No. 325 mesh sieve shall not exceed 1.0%.
5. The strength activity index at seven (7) days shall be at least 85%.

907-714.07.1.5--Acceptance. With each new lot of material shipped the Contractor shall submit to the State Materials Engineer a certified test report from the manufacturer showing that the material meets the requirements AASHTO Designation: M295, Class N and the requirements of this Subsection.

The Department reserves the right to sample, for check tests, any shipment or lot of metakaolin delivered to a project.

907-714.07.2--Silica Fume.

907-714.07.2.1--General. Silica fume shall only be used as a supplementary cementitious material in Portland cement concrete for compliance with the requirements for cementitious materials exposed to soluble sulfate conditions. Silica fume from different sources shall not be mixed or used alternately in any one class of construction or structure without written permission from the Engineer. No additional cementitious materials, such as blended hydraulic cement, performance hydraulic cement, fly ash, GGBFS, or others, shall be added to or as a replacement for Portland cement when used with silica fume in the production of concrete.

The State Materials Engineer shall be notified in writing of the nature, amount and identity of any processing, or other additions made to the silica fume during production.

907-714.07.2.2--Source Approval. The approval of each silica fume source shall be on a case by case basis as determined by the State Materials Engineer. In order to obtain approval of a silica fume source, the Producer/Suppliers shall submit to the State Materials Engineer the following for review: certified test reports, made by an acceptable, independent laboratory regularly inspected by the Cement and Concrete Reference Laboratory of the National Institutes of Standards and Technology, which show that the silica fume meets all the requirements of AASHTO Designation: M307, Table 3, including the Sulfate resistance expansion, listed in the table for Optional Physical Requirements, and other requirements listed herein.

In order to demonstrate effectiveness in contributing to sulfate resistance, included in this test data shall be results of silica fume from the proposed source tested in accordance with ASTM Designation: C 1012. There shall be two sets of test specimens per the following:

- a. One set of test specimens shall be prepared using a Type I Portland cement meeting the requirements of AASHTO Designation: M85 and having a tricalcium aluminate (C_3A) content of more than 8.0%,
- b. One set of test specimens shall be prepared using a Type II Portland cement meeting the requirements of AASHTO Designation: M85.
- c. The proposed silica fume shall be incorporated at the rate of 8% cement replacement in each set of test specimens and shall meet both of the acceptance criteria listed below for source approval.

The requirement for acceptance of the test sample using Type I Portland cement is an expansion of 0.10% or less at the end of six months. The requirement for acceptance of the test sample using Type II Portland cement is an expansion of 0.05% or less at the end of six months.

907-714.07.2.3--Storage. The Contractor shall provide suitable means for storing and protecting the silica fume against dampness and contamination. Silica fume which has become partially set, caked, or contains lumps shall not be used.

907-714.07.2.4--Acceptance. With each new lot of material shipped, the Contractor shall submit to the State Materials Engineer a certified test report from the manufacturer showing that the material meets the Chemical and Physical Requirements of AASHTO Designation: M307.

The Department reserves the right to sample, for check tests, any shipment or lot of silica fume delivered to a project.

Delete Subsection 714.11.6 on pages 690 and 691, and substitute the following.

907-714.11.6--Rapid Setting Cementitious Patching Compounds for Concrete Repair. Rapid setting concrete patching compounds must be approved for listing in the Department's "Approved Sources of Materials" prior to use. Upon approval, a product must be recertified every four (4) years to remain on the "Approved Sources of Materials" list. Each product shall be pre-measured and packaged dry by the manufacturer. All liquid solutions included by the manufacturer as components of the packaged material shall be packaged in a watertight container. The manufacturer may include aggregates in the packaged material or recommend the addition of Contractor furnished aggregates.

The type, size and quantity of aggregates, if any, to be added at the job site shall be in accordance with the manufacturer's recommendations and shall meet the requirements of Subsection 703.02 for fine aggregate and Subsection 703.03 for coarse aggregate. Required mixing water to be added at the job site shall meet the requirements of Subsection 714.01.2.

Only those bonding agents, if any, recommended by the manufacturer of the grout or patching compounds may be used for increasing the bond to old concrete or mortar surfaces.

Patching compounds containing soluble chlorides will not be permitted when in contact with steel.

Site preparation, proportioning of materials, mixing, placing and curing shall be performed in accordance with the manufacturer's recommendation for the specific type of application, and the Contractor shall furnish a copy of these recommendations to the Engineer.

Rapid setting cementitious concrete patching compounds, including components to be added at the job site, shall conform to the following physical requirements:

Non-shrink cementitious grouts shall not be permitted for use.

Compressive strength shall equal or exceed 3000 psi in 24 hours in accordance with ASTM C 928 for Type R2 concrete or mortar.

Bond strength shall equal or exceed 1000 psi in 24 hours in accordance with ASTM C 928 for Type R2 concrete or mortar.

The material shall have a maximum length change of $\pm 0.15\%$ in accordance with ASTM C 928 for Type R2 concrete or mortar.

The Contractor shall furnish to the Engineer three copies of the manufacturer's certified test report(s) showing results of all required tests and certification that the material meets the specifications when mixed and placed in accordance with the manufacturer's instructions. When the mixture is to be placed in contact with steel, the certification shall further state that the packaged material contains no chlorides. Certified test report(s) and certification shall be furnished for each lot in a shipment.

The proportioning of materials must be approved by the State Materials Engineer and any subsequent change in proportioning must also be approved. A sample of each component shall be submitted to the Engineer along with the quantity or percentage of each to be blended. At least 45 days must be allowed for initial approval.

The proportioning of materials for subsequent lots may be approved by the State Materials Engineer upon receipt of certification from the manufacturer that the new lot of material is the same composition as that originally approved by the Department and that the material has not been changed or altered in any way.

907-714.11.7--Commercial Grout for Anchoring Doweled Tie Bars in Concrete. Before Subsection 714.11.7.1 on page 691, add the following.

Approved Non-“Fast Set” Epoxy anchor systems as specified below may be used for the repair of concrete pavements that do not involve permanent sustained tension applications or overhead applications.

“***Fast Set Epoxy***” may not be used for any Adhesive Anchor Applications. Adhesive Anchor Systems (Fast Set epoxy or otherwise) shall not be used for permanent sustained tension applications or overhead applications. “Fast Set Epoxy” refers to an epoxy produced by the Sika Corporation called Sikadur AnchorFix-3 and repackaged for sale under a variety of names/companies listed at the Federal Highway Administration web site at the following link:

<http://www.fhwa.dot.gov/Bridge/adhesives.cfm>

907-714.11.7.4--Acceptance Procedure. After the last sentence of the first paragraph of Subsection 714.11.4 on page 691, add the following.

Upon approval, a product must be recertified every four (4) years to remain on the “Approved Sources of Materials” list.

907-714.11.8--Epoxy Joint Repair System.

907-714.11.8.1--General. After the last sentence of the first paragraph of Subsection 714.11.8.1 on page 692, add the following.

Upon approval, a product must be recertified every four (4) years to remain on the “Approved Sources of Materials” list.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-720-2

CODE: (IS)

| DATE: 05/01/2013

| SUBJECT: Pavement Marking Materials

Section 720, Pavement Marking Materials, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

| **907-720.01--Glass Beads.** After the first sentence of Subsection 720.01 on page 729, add the following.

The glass beads shall contain no more than 200 ppm (mg/kg) total concentration for lead, arsenic, or antimony. The manufacture shall furnish the Engineer with a certified test report indicating that the glass beads meet the above requirement.

907-720.02--Thermoplastic Pavement Markings. Delete the first paragraph of Subsection 720.02 on page 730 and substitute the following.

The thermoplastic material shall be lead free and conform to AASHTO Designation: M 249 except the glass beads shall be moisture resistant coated.

After the first sentence of the second paragraph of Subsection 720.02 on page 730, add the following.

In addition, the certification for the thermoplastic material shall state that the material is lead free.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-804-19

DATE: 03/22/2016

SUBJECT: Concrete Bridges and Structures

Delete the second and third paragraphs of Subsection 907.804.03.16.2 on page 37, and substitute the following.

For bridge decks when the ambient temperature is above 90°F, the forms, reinforcing steel, steel beam flanges, and other surfaces which will come in contact with the concrete shall be cooled to below 90°F by means of a water spray or other approved methods. Additionally, when the atmospheric temperature is predicted to be 90°F or above based on the latest information available from the National Weather Service any time during the day of placement or day after placement, the time of placement shall not begin until 5:00 p.m. on the day of placement and shall be completed by 6:00 a.m. the following day.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-804-19

CODE: (SP)

DATE: 11/10/2015

SUBJECT: Concrete Bridges and Structures

Section 804, Concrete Bridges and Structures, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby deleted and replaced as follows.

SECTION 907-804--CONCRETE BRIDGES AND STRUCTURES

907-804.01--Description. This work consists of constructing concrete bridges and structures in accordance with these specifications and in reasonably close conformity with the dimensions, designs, lines, and grades indicated on the plans or established.

Construction of box bridges shall be in accordance with Sections 601 and 602.

907-804.02--Materials.

907-804.02.1--General. Concrete produced and controlled from this specification shall be accepted upon proper certification of concrete production through an approved quality control program and verification by job site acceptance criteria. The Contractor shall develop and implement a quality control program which shall be used to maintain the required properties of concrete. For projects with 1000 cubic yards and more, quality control and acceptance shall be achieved through statistical evaluation of test results. For projects of more than 200 but less than 1000 cubic yards, quality control and acceptance shall be achieved by individual test results. For projects less than or equal to 200 cubic yards, refer to the requirements of TMD-20-05-00-000 "Sampling and Testing of Small Quantities of Miscellaneous Materials" for mixture design and testing requirements.

The materials for concrete bridges and structures, when sampled and tested in accordance with Subsection 700.03, shall meet the requirements of the following Subsections:

Portland Cement	701.01 and 701.02
Blended Cement	907-701.01 and 907-701.04
Admixtures	713.02
Fly Ash	714.05
Ground Granulated Blast Furnace Slag (GGBFS)	907-714.06
Silica Fume	907-714.07.2
Water	714.01.1 and 714.01.2
Fine Aggregate	703.02
Coarse Aggregate	703.03
Lightweight Aggregate	907-703.19
Curing Materials	713.01

Joint Materials	707.01, 707.02, and 707.07
Structural Steel Joints and Bearing Devices	717.01
Bearing Pads	714.10
Wire Rope or Wire Cable for Prestressed Concrete	700.01 and 711.03
Sprayed Finish for Concrete Surface	714.12
Reinforcing Steel	711.02

907-804.02.2--Use, Care, and Handling. The use, care, and handling of materials shall conform to the applicable requirements of Subsection 501.03.10 and the specific requirements of Subsections 907-804.02.4 and 907-804.02.5. Unless otherwise authorized, only fine aggregate or coarse aggregate of one type and from the same source shall be used in the construction of any one unit of a structure. Should the Contractor, with written permission of the Engineer, elect to substitute high early strength cement for cement of the type specified, the Contractor will not receive additional compensation for the substitution.

907-804.02.3--Blank.

907-804.02.4--Care and Storage of Concrete Aggregates. The handling and storage of aggregates shall be such as to prevent segregation or contamination with foreign materials. The Engineer may require that aggregates be stored on separate platforms at satisfactory locations.

When specified, coarse aggregates shall be separated into two or more sizes in order to secure greater uniformity of the concrete mixture. Different sizes of aggregate shall be stored in separate stock piles sufficiently removed from each other to prevent the material at the edges of the piles from becoming intermixed.

907-804.02.5--Storage of Cementitious Materials. All cementitious materials shall be stored in suitable weather-proof buildings or bins. These buildings or bins shall be placed in locations approved by the Engineer. Provision for storage shall be ample, and the shipments of cementitious materials as received shall be stored separately or other provisions made to the satisfaction of the Engineer for easy access for the identification, inspection, and sampling of each shipment as deemed desirable. Stored cementitious materials shall meet the test requirements at any time after storage when a retest is ordered by the Engineer.

On small jobs, open storage consisting of a raised platform and ample waterproof covering may be permitted by written authorization from the Engineer.

When specified, the Contractor shall keep accurate records of deliveries of cementitious materials and of their use in the work. Copies of these records shall be supplied in the form required by the Engineer.

907-804.02.6--Classification and Uses of Concrete. When a specific class of concrete is not specified on the plans or in the contract documents, the structure or parts thereof shall be constructed with the class of concrete as directed by the Engineer.

The classes and their uses are as follows:

- (1) Class AA - Concrete for bridge construction and concrete exposed to seawater.
- (2) Class A - Concrete shown as Class A shall herein be classified as and required to meet the performance criteria of Class AA.
- (3) Class B - General use, heavily reinforced sections, cast-in-place concrete piles, and conventional concrete piles.
- (4) Class C - Massive sections or lightly reinforced sections.
- (5) Class D - Massive unreinforced sections and riprap.
- (6) Class F - Concrete for prestressed members.
- (7) Class FX - Extra strength concrete for prestressed members, as shown on plans.
- (8) Class S - For all seal concrete deposited under water.
- (9) Class DS - Drilled Shaft

907-804.02.7--Blank.

907-804.02.8--Laboratory Accreditation. The Contractor shall be responsible for furnishing the laboratory used to perform concrete quality control tests. The laboratory may be the Contractor's facility, the concrete producer's facility, or a certified independent testing laboratory.

Only laboratories certified by the Mississippi Department of Transportation are qualified to perform material testing. Certification by AASHTO Accreditation Program (AAP) will be acceptable if the laboratory is listed in the latest AAP publication and maintains accreditation to completion of concrete work.

The Contractor's laboratory designated for quality control testing shall have equipment necessary to test aggregates and concrete for the test methods listed in Table 1.

Table 1

AASHTO: R 39	Making and Curing Concrete Test Specimens in the Laboratory
AASHTO: R 60	Sampling Freshly Mixed Concrete
AASHTO: T 2	Sampling Aggregates
AASHTO: T 19	Bulk Density ("Unit Weight") and Voids in Aggregates
AASHTO: T 22	Compressive Strength of Cylindrical Concrete Specimens
AASHTO: T 23	Making and Curing Concrete Test Specimens in the Field
AASHTO: T 27	Sieve Analysis of Fine and Coarse Aggregates
AASHTO: T 84	Specific Gravity and Absorption of Fine Aggregate
AASHTO: T 85	Specific Gravity and Absorption of Coarse Aggregate
AASHTO: T 119	Slump of Hydraulic Cement Concrete
AASHTO: T 121	Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete
AASHTO: T 152	Air Content of Freshly Mixed Concrete by Pressure Method *
AASHTO: T 196	Air Content of Freshly Mixed Concrete by the Volumetric Method *
AASHTO: T 231	Capping Cylindrical Concrete Specimens
AASHTO: T 248	Reducing Field Samples of Aggregate to Testing Size
AASHTO: T 255	Total Evaporable Moisture Content of Aggregate by Drying

AASHTO: T 325	Standard Method of Test for Estimating the Strength of Concrete in Transportation Construction by Maturity Tests **
ASTM: C 1064	Standard Test Method for Temperature of Freshly Mixed Hydraulic Cement Concrete
ASTM: C 1074	Standard Practice for Estimating Concrete Strength by the Maturity Method **

* Equipment necessary for either pressure or volumetric air content.

** Equipment necessary for estimating concrete strength following the maturity method.

Testing equipment shall have been inspected by the Department or through the AASHTO Accreditation Program. Testing equipment calibration files shall be made available upon request by the Department.

907-804.02.9--Testing Personnel. Technicians testing portland cement concrete, for either acceptance or production control purposes, shall be certified by an accepted certification program. Recertification is required for each Class after five years. Certification requirements are listed in Table 2.

Table 2

Concrete Technician's Tasks	Test Method Required	Certification Required**
Sampling or Testing of Plastic Concrete	AASHTO Designation: R 60, T 23, T 119, T 121, T 152, T 196, and ASTM Designation: C 1064	MDOT Class I certification
Compressive Strength Testing of Concrete Cylinders	AASHTO Designation: T 22 and T 231	MDOT Concrete Strength Testing Technician certification
Sampling of Aggregates	AASHTO Designation: T 2	Work under the supervision of a MDOT Class II certified technician
Testing of Aggregates	AASHTO Designation: T 19, T 27, T 84, T 85, T 248, and T 255	MDOT Class II certification
Proportioning of Concrete Mixtures*	AASHTO Designation: M 157 and R 39	MDOT Class III certification
Interpretation and Application of Maturity Meter Readings	AASHTO Designation: T 325 and ASTM Designation: C 1074	MDOT Class III certification or Two hours maturity method training

* Technicians making concrete test specimens for meeting the requirements of Subsection 907-804.02.10.1.2 shall be MDOT Class I certified and under the direct supervision of an MDOT Class III certified technician.

** MDOT Class I certification encompasses the same test procedures and specifications as ACI Concrete Field Testing Technician-Grade I. MDOT Class II certification encompasses the same test procedures and specifications as ACI Aggregate Testing Technician-Level 1. MDOT Concrete Strength Testing Technician encompasses the same test procedures and specifications as ACI Concrete Strength Testing certification.

Specific requirements for each level of certification are in the latest edition of the Department's *Concrete Field Manual*. Current MDOT Class I, MDOT Class II, and/or MDOT Class III certifications shall be acceptable until those certifications expire. Upon expiration of a current certification, recertification with the certifications listed in Table 2 shall be required. Technicians performing either specific gravity testing of aggregates or compressive strength tests shall be required to either:

- have the required MDOT certification listed in Table 2, or
- have a current MDOT Class III certification or work under the direct supervision of current MDOT Class III technician, and have demonstrated the specific gravity and/or compressive strength test during the inspection of laboratory equipment by the Materials Division, Concrete Section.

907-804.02.10--Portland Cement Concrete Mixture Design. At least 10 days prior to production of concrete, the Contractor shall submit to the Engineer proposed concrete mixture designs complying with the Department's *Concrete Field Manual*. Materials shall be from approved sources meeting the requirements of the Standard Specifications. Proportions for the mixture designs shall be for the class concrete required by the contract plans and shall meet the requirements of the "Master Proportion Table for Structural Concrete Design" listed in Table 3. The concrete producer shall assign a permanent unique mixture number to each mixture design. Each mixture design shall be field verified as required in Subsection 907-804.02.10.3. Acceptable field verification data shall be required for final approval of a mixture design.

All concrete mixture designs will be reviewed by the Materials Division prior to use. Concrete mixture designs disapproved will be returned to the Contractor with a statement explaining the disapproval.

If the Contractor chooses to cure the concrete in accordance with the requirements listed under **Length of Time Defined by Development of Compressive Strength** in Subsection 907-804.03.17, the compressive strength/maturity relationship shall be developed for the mixture design for a minimum of 28 days following the requirements of Subsection 907-804.03.15. The compressive strength/maturity relationship information shall be submitted with the mixture design information.

Table 3
MASTER PROPORTION TABLE FOR STRUCTURAL CONCRETE DESIGN

Class	Coarse Aggregate Size No.*	Maximum Water/Cementitious** Ratio	Specified Compressive Strength (f'_c) psi	Maximum Permitted Slump*** inches	Nominal Total Air Content**** %
AA*****	57 or 67	0.45**	4000	3***	4.5*****
B	57 or 67	0.50	3500	4	4.5
C	57 or 67	0.55	3000	4	4.5
D	57 or 67	0.70	2000	4	4.5
F	67	0.40	5000	3	*****
FX	67	(As per mixture design)	(As shown on plans)	3	*****
S	57 or 67	0.45	3000	8	4.5
DS	67	0.45	4000	***	*****

* Maximum size aggregate shall conform to the concrete mixture design for the specified aggregate. Other smaller coarse aggregate sizes meeting the requirements of Subsection 907-703.03.2.4 may also be used in conjunction with the coarse aggregate sizes listed. Lightweight aggregate (LWA) meeting the requirements of Subsection 907-703.19.2 may also be used as a partial replacement for fine aggregate.

** The replacement limits of portland cement by weight by other cementitious materials (such as fly ash, GGBFS, silica fume, or others) shall be in accordance with the values in Subsection 907-701.02. Other hydraulic cements may be used in accordance with the specifications listed in Section 701.

For Class AA concrete for concrete bridge decks, the water / cementitious ratio range shall be 0.43 – 0.45 and the maximum cementitious material content shall be 550 pounds per cubic yard. The “maximum cementitious material content” refers to the total weight of Portland cement, blended hydraulic cement, GGBFS, silica fume, and fly ash.

*** Unless otherwise specified, minus slump requirements shall meet those set forth in Table 3 of AASHTO Designation: M157.

For Class AA concrete for concrete bridge decks the maximum permitted slump may be increased to five (5) inches. Also, for each additional pound of fibers per cubic yard added in excess of the requirement in Note ***** , an additional inch of slump will be allowed up to a maximum permitted slump of eight (8) inches.

For Class AA not used in bridge decks and all other Classes of concrete, the maximum permitted slump may be increased to eight (8) inches.

For Class DS concrete for drilled shafts the slump range shall be 8 inches $\pm$ 1 inch.

***** The tolerance on total air content shall be $\pm$ 1.5%. For Class AA concrete for concrete bridge decks, the nominal total air content may be increased to 6.5%.

***** For Class AA concrete for concrete bridge decks, an approved synthetic structural fiber meeting the requirements of Special Provision 907-711, Synthetic Structural Fiber Reinforcement, shall be incorporated into the mixture at 1.25 times the approved dosage rate.

***** Entrained air is not required except for concrete exposed to seawater. For concrete not exposed to seawater, the total air content shall not exceed 6.0%. For concrete exposed to seawater, the nominal total air content shall be 4.5%.

At least one water-reducing admixture or water-reducing/set-retarding admixture shall be used in all classes of concrete in accordance with the manufacturer's recommended dosage range. Admixtures providing a specific performance characteristic other than those of water reduction or set retardation may be used in accordance with the manufacturer's recommended dosage range. Mixture designs containing accelerating admixtures will not be approved. Any combinations of admixtures shall be approved by the Engineer before their use.

907-804.02.10.1--Proportioning of Portland Cement Concrete Mixture Design. Proportioning of portland cement concrete shall be based on an existing mixture of which the producer has field experience and documentation or based on a recently batched laboratory mixture tested according to the required specifications.

907-804.02.10.1.1--Proportioning on the Basis of Previous Field Experience of Trial Mixtures. Where a concrete production facility has a record, based on at least 10 consecutive strength tests from at least 10 different batches within the past 12 months from a mixture not previously used on Department projects, the standard deviation shall be calculated. The record of tests from which the standard deviation is calculated shall:

- a) Represent similar materials and conditions to those expected. Changes in materials and proportions within the test record shall not have been more closely restricted than those for the proposed work.
- b) Represent concrete produced to meet a specified strength.
- c) Consist of 10 consecutive tests, average of two cylinders per test, tested at 28 days.

The standard deviation, s , shall be calculated as:

$$s = \left[\sum (X_i - \bar{X})^2 \div (N - 1) \right]^{1/2}$$

where:

X_i = the strength result of an individual test

$\bar{X}$ = the average of individual tests in the series

N = number of tests in the series

When the concrete production facility does not have a record of tests for calculation of standard deviation, as required in the above formula, the requirements of Subsection 907-804.02.10.1.2 shall govern.

The required average compressive strength (f'_{cr}) used as the basis for selection of concrete proportions shall conform to the inequality listed below, while using a standard deviation, s , calculated as shown above.

$$\bar{X} \geq f'_{cr}$$

where:

$$f'_{cr} = f'_c + 1.43s$$

where:

f'_c = specified compressive strength of concrete, psi

f'_{cr} = required average compressive strength of concrete, psi

s = standard deviation, psi

1.43 represents the Lower Quality Index necessary to assure that 93% of compressive strength tests are above f'_c .

907-804.02.10.1.2--Proportioning on the Basis of Laboratory Trial Mixtures. When an acceptable record of field test results is not available, concrete proportions shall be established based on laboratory trial mixtures meeting the following restrictions:

- a) The combination of materials shall be those intended for use in the proposed work.
- b) Trial mixtures having proportions and consistencies suitable for the proposed work shall be made using the ACI 211.1 as a guide to proportion the mixture design.
- c) Trial mixtures shall be designed to produce a slump within $\pm 3/4$ inch of the maximum permitted, and for air-entrained concrete, ± 0.5 percent of the maximum total air content. The temperature of freshly mixed concrete in trial mixtures shall be reported.
- d) For each proposed mixture, at least three compressive test cylinders shall be made and cured in accordance with AASHTO Designation: R 39. Each change of water-cement ratio shall be considered a new mixture. The cylinders shall be tested for strength in accordance with AASHTO Designation: T 22 and shall be tested at 28 days.
- e) The required average strength of laboratory trial mixes shall exceed f'_c by 1200 psi for concrete mixture designs less than 5000 psi and by 1400 psi for concrete mixture designs of 5000 psi or more.

- f) The laboratory trial batch mixtures shall have been made within the previous 12 months before being submitted for approval and shall not have been previously used on Department projects.

907-804.02.10.2--Documentation of Average Strength. Documentation that the proposed concrete proportions will produce an average strength equal to or greater than the required average shall consist of the strength test records from field tests or results from laboratory trial mixtures.

907-804.02.10.3--Field Verification of Concrete Mixture Design. Concrete mixture designs will only be tentatively approved pending field verification. The requirements for yield, slump, or total air content shall be successfully met within the first three (3) production days. Mixture designs may be transferred to other projects without additional field verification testing, once the mixture design has passed the field verification process.

The Contractor's Certified Quality Control Technicians shall test each concrete mixture design upon the first placement of the mix. Aggregates and concrete tests during the first placement shall be as follows.

<u>Aggregates</u>	<u>Concrete</u>
Bulk Specific Gravity	Water Content
Moisture	Slump
Gradation	Air Content
	Unit Weight
	Yield

For all Classes of concrete, the mixture shall be verified to yield within 2.0% of the correct volume when all the mix water is added to the batch.

For all Classes of concrete other than DS, F, and FX, the mixture shall produce a slump within a minus 1½-inch tolerance of the maximum permitted for mixtures with a maximum permitted slump of three inches (3") or less or within a minus 2½-inch tolerance of the maximum permitted for mixtures with a maximum permitted slump of greater than three inches (3"), and producing a total air content within a minus 1½ percent tolerance of the maximum allowable air content in Table 3.

For Class DS, the slump shall be within the requirements in Note *** below Table 3. For Class DS exposed to seawater, the total air content shall be within a minus 1½ percent tolerance of the maximum allowable air content in Note ***** below Table 3. For Class DS not exposed to seawater the total air content shall be within the requirements in Note ***** below Table 3.

For Classes F and FX, the slump shall be within a minus 1½-inch tolerance of the maximum permitted for mixtures with a maximum permitted slump of three inches (3") or less or within a minus 2½-inch tolerance of the maximum permitted for mixtures with a maximum permitted slump of greater than three inches (3"). For Classes F and FX exposed to seawater, the total air content shall be within a minus 1½ percent tolerance of the maximum allowable air content in

Note ***** below Table 3. For Classes F and FX not exposed to seawater the total air content shall be within the requirements in Note ***** below Table 3.

The mixture shall be adjusted and retested, if necessary, on subsequent placements until the above mentioned properties are met.

If the requirements for yield, slump, or total air content are not met within the first three (3) production days, subsequent field verification testing shall not be permitted on Department projects, and the mixture design shall not be used until the requirements listed above are met. Any mixture design adjustments, changes in the mixture proportions, are to be made by a Class III Certified Technician representing the Contractor. After the mixture design has been verified and adjustments made, verification test results will be reviewed by the Engineer.

907-804.02.10.3.1--Slump Retention of Class DS Concrete Mixture Designs. Prior to concrete placement, the Contractor shall provide test results of a slump loss test using approved methods to demonstrate that the mixture meets the four hour requirement in Subsection 907-803.02.7.1. These tests shall be conducted successfully by an approved testing laboratory within 30 days prior to installation of the trial shaft, with personnel from the Materials Division present. The slump loss test shall be conducted at temperatures and conditions similar to those expected at the job site at the time of the installation of the trial shaft. The sample for the slump loss test shall be from a minimum batch size of four (4) cubic yards of concrete. If the time between the previous successful slump loss test and the installation of the trial shaft exceeds 30 days, another successful slump loss test shall be performed on the first truckload of concrete as part of the installation of the trial shaft. This requirement limiting the time between the previous slump loss test and an installation of the trial shaft also applies to Class DS concrete mixture designs being transferred from another project. During any shaft installation a slump loss test shall be conducted by the Contractor at the direction of the Engineer from the concrete at the site for verification of slump loss requirements using a sample from a minimum batch size of four cubic yards of concrete.

907-804.02.10.4--Adjustments of Mixtures. The mixture design may be adjusted by the Class III Certified Technician representing the Contractor in accordance with the allowable revisions listed in the Department's *Concrete Field Manual*, paragraph 5.7. Written notification shall be submitted to the Engineer a minimum of seven (7) days prior to any source or brand of material change, aggregate size change, allowable material type change, or decrease in any cementitious material content. Any adjustments of the concrete mixture design shall necessitate repeat of field verification procedure as described in Subsection 907-804.02.10.3 and approval by the Engineer.

907-804.02.11--Concrete Batch Plants. The concrete batch plant shall meet the requirements of the National Ready Mixed Concrete Association *Quality Control Manual, Section 3, Plant Certification Checklist* as outlined in the latest edition of the Department's *Concrete Field Manual*. The Contractor shall submit a copy of the approved checklist along with proof of calibration of batching equipment, i.e., scales, water meter, and admixture dispenser, to the Engineer 30 days prior to the production of concrete.

For projects with 1000 cubic yards and more, the concrete batch plant shall meet the requirements for an automatic system capable of recording batch weights. It shall also have automatic moisture

compensation for the fine aggregate. For projects of more than 200 but less than 1000 cubic yards the plant can be equipped for manual batching with a fine aggregate moisture meter visible to the plant operator.

The concrete batch plant shall have available adequate facilities to cool concrete during hot weather.

Mixer trucks to be used on the project are to be listed in the checklist and shall meet the requirements of the checklist.

907-804.02.12--Contractor's Quality Control. The Contractor shall provide and maintain a quality control program that will provide reasonable assurance that all materials and products submitted to the Department for acceptance will conform to the contract requirements, whether manufactured or processed by the Contractor or procured from suppliers, subcontractors, or vendors.

The Contractor's Quality Control program shall implement the minimum quality control requirements shown in Table 4, "CONTRACTOR'S MINIMUM REQUIREMENTS FOR QUALITY CONTROL". The quality control activities shown in the table are considered to be normal activities necessary to control the production and placing of a given product or material at an acceptable quality level. To facilitate the Department's activities, all completed gradation samples shall be retained for a maximum of sixty (60) days by the Contractor until further disposition is designated by the Department.

The Contractor shall perform, or have performed, the tests required to substantiate product conformance to contract document requirements and shall also perform, or have performed, all tests otherwise required.

The Contractor's Quality Control program shall encompass the requirements of AASHTO Designation: M 157 into concrete production and control, equipment requirements, testing, and batch ticket information. The requirement of AASHTO Designation: M 157, Section 11.7 shall be followed except, on arrival to the job site, a maximum of 1½ gallons per cubic yard shall be allowed to be added. Water shall not be added at a later time. Job site adjustment of a batch using chemical admixtures or the mechanical adjustment of a batch may be performed by the Contractor if the requirements of Subsection 907-804.02.12.1.1 have been satisfactorily addressed in the Quality Control Plan. If either the maximum permitted slump is exceeded or the total air content is not within the required range after all adjustments are made at the job site, the concrete shall be rejected.

The Contractor's quality control tests shall be documented and shall be available for review by the Engineer throughout the life of the contract.

As set out in these specifications, quality control sampling and testing performed by the Contractor will be used by the Department for determination of acceptability of the concrete.

The Contractor shall maintain standard equipment and qualified personnel as required to assure conformance to contract requirements.

907-804.02.12.1--Quality Control Plan. The Contractor shall prepare a Quality Control Plan which shall identify the personnel responsible for the Contractor's quality control including the company official who will act as liaison with Department personnel. The Quality Control Plan shall be submitted in writing to the Engineer for approval 30 days prior to the production of concrete.

The class(es) of concrete involved will be listed separately. If an existing mixture design(s) is to be used, the mixture design number(s) as previously approved shall be listed.

It is intended that sampling and testing be in accordance with standard methods and procedures, and that measuring and testing equipment be standard and properly calibrated. If alternative sampling methods and procedures, and inspection equipment are to be used, they shall be detailed in the Quality Control Plan.

907-804.02.12.1.1--Elements of Plan. The Plan shall address all elements that affect the quality of the structural concrete including, but not limited to, the following items:

- 1) Stockpile Management
- 2) Procedures for Corrective Actions for Non Compliance of Specifications
- 3) Procedure for Controlling Concrete Temperatures
- 4) Job Site Batch Adjustments by Addition of Chemical Admixtures:

The Plan shall address if the Contractor intends to adjust either the slump and/or total air content of a batch on the job site by adding chemical admixture(s) to a batch. The Contractor shall include the names of the personnel designated to perform this batch adjustment, the equipment used to add the chemical admixture(s), and the procedure by which the batch adjustment will be accomplished. Only the Contractor's designated personnel shall adjust a batch. Only calibrated dispensing equipment shall be used to add chemical admixture(s) to a batch. Only the procedure described in this section of the Plan shall be utilized.

If either the maximum permitted slump is exceeded or the total air content is not within the required range after all adjustments are made at the job site, the concrete shall be rejected.

If the Contractor elects to utilize Job Site Batch Adjustments by Addition of Chemical Admixture within Item 2, Procedures for Corrective Actions for Non Compliance of Specifications, to adjust batches which do not meet the minimum specification requirements for slump and/or total air content, no more than three batches on any one project shall be allowed to be adjusted regardless of the number of mixtures associated with the project.

- 5) Construction of Concrete Bridge Decks, including the following:

- the description of the equipment used for placing concrete on the bridge deck in accordance with Subsection 907-804.03.6 and, as applicable, Subsections 907-804.03.7 and 907-804.03.8 including any accessories added to the pump to ensure the entrained air in the concrete mixture remains entrained during pumping and depositing of the concrete mixture,
- the description of and the number of pieces of equipment used to consolidate the concrete in accordance with Subsection 907-804.03.6.2,
- the description of the equipment used to finish the bridge deck in accordance with Subsection 907-804.03.19.7,
- the plan for ensuring a continuous rate of finishing the bridge deck without delaying the application of curing materials within the time specified in Subsection 907-804.03.17, including ensuring a continuous supply of concrete throughout the placement with an adequate quantity of concrete to complete the deck and filling diaphragms and end walls in advance of deck placement,
- the plan for applying the curing materials within the time specified in Subsection 907-804.03.17,
- the description of the powered fogging equipment in accordance with Subsection 907-804.03.17,
- a sample of the documentation used as the daily inspection report for ensuring maintenance of the continuous wet curing in accordance with Subsection 907-804.03.17, as required,
- the description of the equipment used to apply the liquid membrane, including but not limited to, the nozzles, pumping/pressurization equipment, and liquid membrane tanks, in accordance with Subsection 907-804.03.17,
- the method for determining the rate of applied liquid membrane meets the application rate requirements in accordance with Subsection 907-804.03.17,
- a sample of the documentation used for the application rate verification of the liquid membrane in accordance with Subsection 907-804.03.17.

6) Mechanical Adjustment of Trucks

907-804.02.12.2--Personnel Requirements. The Contractor's Designated Certified Technician shall perform and use quality control tests and other quality control practices to assure that delivered materials and proportioning meet the requirements of the mixture design including temperature, slump, air content, and strength and shall periodically inspect all equipment used in transporting, proportioning, and mixing.

The Contractor's Designated Technician shall periodically inspect all equipment used placing, consolidating, finishing, and curing to assure it is operating properly and that placement, consolidation, finishing, and curing conform to the mixture design and other contract requirements.

907-804.02.12.3--Documentation. The Contractor shall maintain adequate records of all inspections and tests. The records shall indicate the nature and number of observations made, the number and type of deficiencies found, date and time of samples taken, the quantities approved and rejected, and the nature of corrective action taken as appropriate. The Contractor's

documentation procedures will be subject to approval of the Department prior to the start of the work and to compliance checks during the progress of the work.

All conforming and non-conforming results shall be kept complete and shall be available at all times to the Department during the performance of the work. Forms shall be on a computer-acceptable medium. Batch tickets and gradation data shall be documented in accordance with Department requirements.

Batch tickets shall contain all the information in AASHTO Designation: M157, Section 16 including the additional information in Subsection 16.2 with the following exception: the information listed in paragraphs 16.2.7 and 16.2.8 is not required. All material added to a batch by both the batch plant or added manually shall be documented on the ticket. Batch tickets shall also contain the concrete producer's permanent unique mixture number assigned to the concrete mixture design. Copies shall be submitted to the Department as the work progresses.

Test data for portland cement concrete, including gradation, shall be charted in accordance with the applicable requirements.

The Contractor may use additional control charts as deemed appropriate. It is normally expected that testing and charting will be completed within 24 hours after sampling.

All records documenting the Contractor's quality control tests shall become the property of the Department upon completion of the work.

907-804.02.12.4--Corrective Action. The Contractor shall take prompt action to correct conditions that have resulted, or could result, in the submission to the Department of materials and products that do not conform to the requirements of the contract documents. All corrective actions shall be documented.

907-804.02.12.5--Non-Conforming Materials. The Contractor shall establish and maintain an effective and positive system for controlling non-conforming material, including procedures for its identification, isolation and disposition. Reclaiming or reworking of non-conforming materials shall be in accordance with procedures acceptable to the Department.

All non-conforming materials and products shall be positively identified to prevent use, shipment, and intermingling with conforming materials and products. Holding areas, mutually agreeable to the Department and the Contractor, shall be provided by the Contractor.

TABLE 4
CONTRACTOR'S MINIMUM REQUIREMENTS FOR QUALITY CONTROL

Portland Cement Concrete		
Control Requirement	Frequency	AASHTO/ASTM Designation
A. PLANT AND TRUCKS 1. Mixer Blades 2. Scales a. Tared b. Calibrate c. Check Calibration 3. Gauges & Meters - Plant & Truck a. Calibrate b. Check Calibration 4. Admixture Dispenser a. Calibrate b. Check Operation & Calibration	Monthly Daily Every 6 months Weekly Every 6 months Weekly Every 6 months Daily	
B. AGGREGATES 1. Sampling 2. Fine Aggregate a. Gradation / FM b. Moisture c. Specific Gravity / Absorption 3. Coarse Aggregates a. Gradation b. Moisture c. Specific Gravity / Absorption	250 yd ³ concrete Check meter against test results weekly 2500 yd ³ concrete 250 yd ³ concrete Minimum of once daily or more as needed to control production. Check meter against test results weekly. 2500 yd ³ Concrete	T 2 T 27 T 255 T 84 T 27 T 255 T 85
C. PLASTIC CONCRETE 1. Sampling 2. Air Content 3. Slump 4. Compressive Strength 5. Yield 6. Temperature	First load then one per 50 yd ³ First load then one per 50 yd ³ A minimum of one set (three cylinders) for each 100 yd ³ inclusive and one set for each additional 100 yd ³ or fraction thereof for each class concrete delivered and placed on a calendar day from a single supplier. A test shall be the average of three cylinders. Each 400 yd ³ With each sample	T 141 T 152 or T 196 T 119 T 22, T 23, T 231 T 121 C 1064

907-804.02.13--Quality Assurance Sampling and Testing. Quality Assurance (QA) inspection and testing will be provided by the Department to assure that the Contractor's Quality Control (QC) testing meets the requirements of these specifications.

Acceptance of the material is based on the inspection of the construction, monitoring of the Contractor's QC program, QC and QA test results per Subsection 907-804.02.13.1, and the comparison of the QA test results with the QC test results. The Department may use the results of the Contractor's QC tests as a part of the acceptance procedures instead of the results of QA tests, provided:

- a) The Department's inspection and monitoring activities indicate that the Contractor is following the approved QC program and, respectively,
- b) For aggregates, the results from the Contractor's QC and the Department's QA testing of aggregate gradations compare by both meeting the aggregate type's gradation requirements;
- c) For concrete, the Contractor's QC and Department's QA testing of concrete compressive strengths compare when using the data comparison computer program with an alpha value of 0.01 for projects with 1000 cubic yards and more; or, strength comparisons are within 990 psi for projects of more than 200 but less than 1000 cubic yards.

The minimum frequency for QA testing of aggregate and plastic concrete by the Department will follow the frequencies listed in Table 5, "DEPARTMENT'S MINIMUM REQUIREMENTS FOR QUALITY ASSURANCE".

TABLE 5
DEPARTMENT'S MINIMUM REQUIREMENTS FOR QUALITY ASSURANCE

Quality Assurance Tests	Frequency	AASHTO/ASTM Designation
A. AGGREGATES		
1. Sampling		T 2
2. Fine Aggregate Gradation and FM	250 yd ³ concrete	T 27
3. Coarse Aggregates Gradation	250 yd ³ concrete	T 27
B. PLASTIC CONCRETE		
1. Sampling		T 141
2. Air Content	Every 100 yd ³	T 152 or T 196
3. Slump	Every 100 yd ³	T 119
4. Compressive Strength	One set (three cylinders) for every 100 yd ³ inclusive. A test shall be the average of three cylinders.	T 22, T 23, T 231
5. Temperature	With each sample	C 1064

Periodic inspection by the Department of the Contractor's QC testing and production will continue through the duration of the project. Weekly reviews will be made of the Contractor's QC records and charts.

For aggregates, comparison of data of the Contractor's QC aggregate gradation test results to those of the Department's QA aggregate gradation test results will be made monthly during concrete

production periods according to Department Standard Operating Procedures. When it is determined that the Contractor's QC test results of aggregate gradations are comparative to that of the Department's QA test results, then the Department will use the Contractor's QC results as a basis for acceptance of the aggregates and the Department's QA testing frequency of aggregates may be reduced to a frequency of no less than three QA tests to every 10 QC tests. If the Contractor's QC aggregate gradation test results fail to compare to those of the Department's QA aggregate gradation test results, Department testing for aggregate gradations will revert to the frequency shown in Table 5 for aggregates until the Contractor's and Department's aggregate gradation test data compare.

For concrete compressive strength, comparison of data of the Contractor's QC compressive strength test results to those of the Department's QA compressive strength test results will be made monthly during concrete production periods according to Department's *Concrete Field Manual*. When it is determined that the Contractor's QC test results of concrete compressive strengths are comparative to that of the Department's QA test results, then the Department will use the Contractor's QC results as a basis for acceptance of the concrete and the Department's QA testing frequency of concrete compressive strengths may be reduced to a frequency of no less than three QA tests to every 10 QC tests. If the Contractor's QC compressive strength test results fail to compare to those of the Department's QA compressive strength test results, Department testing will revert to the frequency shown in Table 5 for plastic concrete until the Contractor's and Department's compressive strength test data compare.

907-804.02.13.1--Job Control Testing.

907-804.02.13.1.1--Sampling. Sampling of concrete mixture shall be performed in accordance with the latest edition of the Department's *Concrete Field Manual*.

907-804.02.13.1.2--Slump. Slump of plastic concrete shall meet the requirements of Table 3: MASTER PROPORTION TABLE FOR STRUCTURAL CONCRETE DESIGN. A check test shall be made on another portion of the sample before rejection of any load.

907-804.02.13.1.3--Air. Total air content of concrete shall be within the specified range for the class of concrete listed in Table 3: MASTER PROPORTION TABLE FOR STRUCTURAL CONCRETE DESIGN. A check test shall be made on another portion of the sample before rejection of any load.

907-804.02.13.1.4--Yield. If the yield of the concrete mix design is more than plus or minus three percent ($\pm 3\%$) of the designed volume, the mix shall be adjusted by a Class III Certified Technician representing the Contractor to yield the correct volume plus or minus three percent ($\pm 3\%$). If batching of the proportions of the mixture design varies outside the batching tolerance range of the originally approved proportions by more than the tolerances allowed in Subsection 907-804.02.12, the new proportions shall be field verified per Subsection 907-804.02.10.3.

907-804.02.13.1.5--Temperature. Cold weather concreting shall follow the requirements of Subsection 907-804.03.16.1. Hot weather concreting shall follow the requirements of Subsection

907-804.03.16.2. Concrete with a temperature more than the maximum allowable temperature shall be rejected and not used in Department work.

The maximum acceptance temperature for Class DS concrete mixtures is 95°F.

The maximum acceptance temperature of Class C concrete mixtures is 100°F for mixtures meeting the cement replacement requirements of Subsection 907-701.02.2. For Class C concrete mixtures that do not meet the cement replacement requirements of Subsection 907-701.02.2, the maximum acceptance temperature is 95°F.

The maximum acceptance temperature for all other concrete mixtures meeting the cement replacement requirements of Subsection 907-701.02.2 is 95°F. The maximum acceptance temperature for all other concrete mixtures which do not meet the cement replacement requirements of Subsection 907-701.02.2 is 90°F.

907-804.02.13.1.6--Compressive Strength. Standard cured concrete compressive strength tests shall conform to the specified strength (f'_c) listed in the specifications. Concrete represented by compressive strength test below the specified strength (f'_c) may be removed and replaced by the Contractor. If the Contractor elects not to remove the material, it will be evaluated by the Department as to the adequacy for the use intended. All concrete evaluated as unsatisfactory for the intended use shall be removed and replaced by the Contractor at no additional cost to the Department. For concrete allowed to remain in place, reduction in payment will be as follows:

Projects with 1000 Cubic Yards and More. When the evaluation indicates that the work may remain in place, a statistical analysis will be made of the QC and QA concrete test results. If this statistical analysis indicates at least 93% of the material would be expected to have a compressive strength equal to or greater than the specified strength (f'_c) and 99.87% of the material would be expected to have a compressive strength at least one standard deviation above the allowable design stress (f_c), the work will be accepted. If the statistical analysis indicates that either of the two criteria are not met, the Engineer will provide for an adjustment in pay as follows for the material represented by the test result.

Total Pay on Material in Question = Unit Price - (Unit Price x % Reduction)

$$\% \text{ Reduction} = \frac{(f'_c - X)}{f'_c - (f_c + s)} \times 100 \times M$$

where:

f'_c = Specified 28-day compressive strength, psi

X = Individual compressive strength below f'_c , psi

s = standard deviation, psi*

f_c = allowable design stress, psi

M = pay reduction multiplier, per the *Concrete Field Manual*, paragraph 7.3

* Standard deviation used in the above reduction of pay formula shall be calculated from the applicable preceding compressive strengths test results plus the individual compressive strength below f'_c . If below f'_c strengths occur during the project's first ten compressive strength tests, the standard deviation shall be calculated from the first ten compressive strength tests results.

Projects of More Than 200 but Less Than 1000 Cubic Yards. When the evaluation indicates that the work may remain in place, a percent reduction in pay will be assessed based on a comparison of the deficient 28-day test result to the specified strength. The Engineer will provide for an adjustment in pay as follows for the material represented by the test result.

Total Pay on Material in Question = Unit Price - (Unit Price x % Reduction)

$$\% \text{ Reduction} = \frac{(f'_c - X)}{f'_c} \times 100 \times M$$

where:

f'_c = Specified 28-day compressive strength, psi

X = Individual compressive strength below f'_c , psi

M = pay reduction multiplier, per the *Concrete Field Manual*, paragraph 7.3

907-804.02.14--Dispute Resolution. Disputes over variations between Contractor's QC test results and the Department's QA test results shall be resolved at the lowest possible level using the latest edition of the Department's *Concrete Field Manual*. When there are significant discrepancies between the QC test results and the QA test results, the Contractor's QC Manager, the Project Engineer, and/or the District Materials Engineer shall look for differences in the procedures, and correct the inappropriate procedure before requesting a third party resolution.

If the dispute cannot be resolved at the project or District level, the Department's Materials Division will serve as a third party to resolve the dispute. The Materials Division's decision shall be binding.

The Contractor shall be responsible for the cost associated with the third party resolution if the final decision is such that the Department's QA test results were correct. Likewise, the Department will be responsible for the cost when the final decision is such that the Contractor's QC test results were correct.

907-804.03--Construction Requirements.

907-804.03.1--Measurement of Materials.

907-804.03.1.1--General. The accuracy for measuring materials shall be in accordance with AASHTO Designation: M 157.

907-804.03.1.2--Measurement by Weighing. Except when otherwise specified or authorized, the materials shall be measured by weighing. The apparatus provided for weighing materials shall be

suitably designed and constructed for this purpose. Cementitious materials and aggregates shall be weighed separately. Cement in standard bags need not be weighed, but bulk cement and other cementitious materials shall be weighed. The mixing water shall be measured by volume or by weight. All measuring devices shall be subject to approval.

907-804.03.2--Blank.

907-804.03.3--Blank.

907-804.03.4--Hand Mixing. Hand mixing of concrete will not be allowed.

907-804.03.5--Delivery. The plant supplying concrete shall have sufficient capacity and transporting apparatus to ensure continuous delivery at the rate required. The rate of delivery shall be such as to provide for the proper continuity in handling, placing, and furnishing of the concrete. The rate shall be such that the interval between batches shall not exceed 20 minutes. The methods of delivering and handling the concrete shall be that which will facilitate placing with minimum re-handling and without damage to the structure or the concrete.

907-804.03.6--Handling and Placing Concrete.

907-804.03.6.1--General. Prior to placing concrete, all reinforcement shall have been accurately placed in the position shown on the plans and fastened as set out in Section 805. All sawdust, chips, and other construction debris and extraneous matter shall have been removed from the interior of the forms. Temporary struts, braces, and stays holding the forms in correct shape and alignment shall be removed when the concrete placing has reached an elevation rendering their service unnecessary. These temporary members shall be entirely removed from the forms and shall not be buried in the concrete.

No concrete shall be placed until the forms and reinforcement have been inspected.

Except as provided for truck mixers and truck agitators, concrete shall be placed in the forms within 30 minutes after the time that the cement is first added to the mixture.

Concrete shall be placed so as to avoid segregation of materials and displacement of reinforcement. The use of troughs, chutes, and pipes over 25 feet in length for gravity conveyance of concrete to the forms, will not be permitted except when authorized by the Engineer and subject to the production of quality concrete.

Only approved mechanical conveyors will be permitted.

Open troughs and chutes shall be metal or metal lined. The use of aluminum pipes, chutes, or other devices made of aluminum that come into direct contact with the concrete shall not be used. Where steep slopes are required, the chutes shall be equipped with baffles or be in short sections that change the direction of movement.

All chutes, troughs, and pipes shall be kept clean and free from coatings of hardened concrete by thoroughly flushing with water after each run. Water used for flushing shall be discharged clear of the structure.

When placing operations involve dropping the concrete more than five feet, it shall be deposited through sheet metal or other approved pipes to prevent segregation and unnecessary splashing. The pipes shall be made in sections to permit discharging and raising as the placement progresses. A non-jointed pipe may be used if sufficient openings of the proper size are provided to allow for the flow of the concrete into the shaft. As far as practicable, the pipes shall be kept full of concrete during placing, and their ends shall be kept buried in the newly placed concrete.

Except as herein provided, concrete shall be placed in horizontal layers not more than 12 inches thick. When, with the Engineer's approval, less than the complete length of a layer is placed in one operation, it shall be terminated in a vertical bulkhead. Each layer shall be placed and compacted before the preceding layer has taken its initial set and shall be compacted so as to avoid the formation of a construction joint with the preceding layer.

If the Department determines that there is an excessive number of projections, swells, ridges, depressions, waves, voids, holes, honeycombs, or other defects in the completed structure, removal of the entire structure may be required as set out in Subsection 105.12.

907-804.03.6.2--Consolidation. Immediately after depositing the concrete mixture, the concrete mixture shall be thoroughly consolidated by the use of approved mechanical vibrators and suitable spading tools. Only concrete mixture which has not achieved initial set shall be consolidated. Hand spading alone will be permitted on small structural members such as railing, small culvert headwalls, and as necessary to ensure smooth surfaces and dense concrete along form surfaces, in corners, and in locations impossible to reach with vibrators. When hand spading is used for consolidation, a sufficient number of workmen with spading tools shall be provided. For hand spading, flush a thin layer of mortar to all the surfaces and thoroughly and satisfactorily consolidate the concrete.

The Contractor shall conduct operations of depositing and consolidating the concrete mixture such that the operation produces concrete which is uniformly smooth and dense, having no honeycombing or pockets of segregated aggregate.

Movement of personnel through the consolidated concrete shall not be permitted. If it is determined it is necessary to step into previously consolidated concrete, the concrete in the stepped into area shall be consolidated again.

907-804.03.6.2.1--Requirements for Vibrators. Mechanical vibrators shall be subject to the following:

1. To verify compliance with these requirements, the Contractor shall provide the Engineer with a copy of the manufacturer's specifications for each type and brand of vibrator used on the project.

2. The Contractor shall provide a sufficient number of personnel with vibrators to properly consolidate each batch immediately after the concrete is placed in the forms. The Contractor shall provide at least one stand-by vibrator and required power source.
3. Concrete having been consolidated shall not be walked in or through. If it is determined it is necessary to step into previously consolidated concrete, the concrete in the stepped into area shall be consolidated again.
4. Internal vibrators shall be of the spud or tube type, meeting the following characteristics and performance:
 - a. The diameter of the head of the vibrator shall be 1¼ to 2½ inches.
 - b. The frequency of vibration shall be 8000 to 12000 vibrations per minute (Hz) while operating in the concrete.
 - c. The average amplitude shall be 0.025 to 0.05 inch while operating in air.
 - d. The minimum radius of influence shall be seven (7) inches.
 - e. The length of the vibrator head shall be nearly equal to the depth of the layer of concrete placed.
5. When the reinforcing steel is coated with epoxy, internal vibrators with heads of rubber or other resilient material shall be used. Rubber covers securely fastened over steel heads shall be acceptable.
6. For consolidation of concrete used in concrete bridge decks, the following additional requirements shall apply:
 - a. Only internal vibration shall be used.
 - b. Internal vibrators shall all be of the same type and size.
 - c. The configuration of the internal vibrators shall meet the requirements of Subsection 907-804.03.6.2.3.

907-804.03.6.2.2--Operation of Internal Vibration. Mechanical vibrators used for internal vibration shall be operated as follows:

1. Vibrators shall not be dragged or moved laterally through the concrete to transport concrete. Vibrators shall not be used in such a manner that the concrete segregates or forms pockets of grout. Vibrators shall not be applied directly or through the reinforcement to sections or layers of concrete which have taken initial set.
2. Vibrators shall only be inserted into the concrete while operating and at the point of placement to consolidate the concrete for such a length of time that there is a general cessation in the escape of large entrapped air bubbles at the surface.
3. Vibrators shall be inserted slowly into the concrete and allowed to penetrate into the concrete under their own weight.
4. Vibrators shall be inserted into the concrete while they are in a vertical position with enough flexibility to work themselves around the reinforcing steel.
5. The head of the vibrator shall be completely submerged in the concrete for a time of consolidation between 3 and 15 seconds prior to removal, unless otherwise defined by the Engineer.
6. For consolidation of two or more layers of concrete, the vibrator shall be inserted into the bottom most layer at least six (6) inches. The vibrator shall be manipulated in a series of up-and-down motions to knit the layers together.

7. Vibrators shall be removed slowly from the concrete after the consolidation has been accomplished. However, once the head of the vibrator has become only partially immersed in the concrete, vibrators shall be removed rapidly.
8. The insertions of the vibrators shall be systematically spaced such that the entire surface of the concrete comes under the influence of the vibrator during consolidation. This includes areas around the reinforcing steel, imbedded fixtures, the corners and angles of forms, and any irregular areas. The distance between insertions shall not exceed 1.5 times the radius of influence such that the area visibly affected by the vibrator overlaps the adjacent, just-vibrated area.
9. For additional information, refer to ACI 309-07, Chapter 7, Sections 7.1 through 7.3

907-804.03.6.2.3--Method of Consolidation. It is anticipated the Contractor will accomplish consolidation by internal vibration using one of the following two methods: vibrators mounted on a mechanical device or an orchestrated effort utilizing personnel. Regardless of the chosen method, the method shall be included in the QCP in accordance with Subsection 907-804.02.12.1.1.5 and shall only receive tentative approval until the method is demonstrated as effectively meeting the requirements of Subsection 907-804.03.6.2.

907-804.03.6.3--Discontinuance of Placing. When placing is temporarily discontinued, the concrete, after becoming firm enough to retain its form, shall be cleaned of laitance and other objectionable material to a sufficient depth to expose sound concrete. To avoid visible joints insofar as possible upon exposed faces, the top surface of the concrete adjacent to the forms shall be smoothed with a trowel. Where a "feather edge" might be produced at a construction joint, such as in the sloped top surface of a wing wall, an inset form work shall be used in the preceding layer to produce a blocked out portion that will provide an edge thickness of at least six inches (6") in the succeeding layer. Work shall not be discontinued within 18 inches of the top of any face unless provision has been made for a coping less than 18 inches thick. In this case and if permitted by the Engineer, the construction joint may be made at the underside of the coping.

Immediately following the discontinuance of placing concrete, all accumulations of mortar splashed on the reinforcement and the surface of forms shall be removed. Dried mortar chips and dust shall not be puddled into the unset concrete. If the accumulations are not removed prior to the concrete becoming set, care shall be exercised not to break or injure the concrete-steel bond at and near the surface of the concrete while cleaning the reinforcement. After initial set the forms shall not be jarred, and no strain shall be placed on the ends of projecting reinforcement until the concrete has sufficiently set to ensure against any damage by such jarring or strain.

907-804.03.6.4--Placing Bridge Concrete. The method and sequence of placing concrete shall conform to the provisions and requirements set forth for the particular type of construction.

907-804.03.6.4.1--Foundations and Substructures. Concrete seals shall be placed in accordance with Subsection 907-804.03.9. All other concrete for foundations shall be poured in the dry unless otherwise stipulated or authorization is given in writing by the Engineer to do otherwise. Concrete shall not be placed in foundations until the foundation area has been inspected and approved.

Unless otherwise specified, the placement of concrete in the substructure shall be in accordance with the general requirements of Subsection 907-804.03.6.

Unless otherwise directed, concrete in columns shall be placed in one continuous operation, and shall be allowed to set at least 12 hours before the caps are placed.

907-804.03.6.4.2--Superstructure. For simple spans, concrete shall preferably be deposited by beginning at the center of the span and working toward the ends. For continuous spans, concrete shall be deposited as shown on the plans. Concrete in girders shall be uniformly deposited for the full length of the girder and brought up evenly in horizontal layers. Concrete in areas below the bridge deck but being deposited at the same time as concrete for the bridge deck, like a diaphragm, shall be placed and consolidated sufficiently ahead of placing the concrete for the bridge deck such that the placing, consolidating, finishing, and curing of concrete for the bridge deck shall not be impeded or slowed.

Unless otherwise permitted by the Engineer, concrete shall not be placed in the superstructure until the column forms have been stripped sufficiently to determine the character of the concrete in the columns. Unless otherwise permitted by the Engineer, the load of the superstructure shall not be placed on pile bents until the caps have been in place at least seven (7) days and shall not be placed on other types of bents until the bents have been in place at least 14 days.

In placing concrete around steel shapes, it shall be placed on one side of the shape until it flushes up over the bottom flange of the shape on the opposite side, after which it shall be placed on both sides to completion.

Concrete in girder haunches less than three feet (3') in height shall be placed at the same time as that in the girder stem. Whenever a haunch or fillet has a height of three feet (3') or more at the abutment or columns, the haunch and the girder shall be poured in three successive stages: first, up to the lower side of the haunch; second, to the lower side of the girder; and third, to completion.

Except when intermediate construction joints are specified, concrete in slab, T-beam, or deck-girder spans shall be placed in one continuous operation for each span.

The floors and girders of through-girder superstructures shall be placed in one continuous operation unless otherwise specified, in which case special shear anchorage shall be provided to ensure monolithic action between girder and floor.

Concrete in box girders shall be placed as shown on the plans.

Concrete shall not be chuted directly into the forms of the span and shall be placed continuously with sufficient speed to be monolithic and to allow for finishing before initial set.

907-804.03.6.4.3--Bridge Deck. When using the Transverse Method in accordance with Subsection 907-804.03.19.7.3, the period of time between concrete placement and completion of the final curing shall be kept to a minimum, as directed by the Engineer.

907-804.03.7--Pneumatic Placing. Pneumatic placing of concrete will be permitted only if specified in the contract or if authorized by the Engineer. The equipment shall be so arranged that no vibrations result which might damage freshly placed concrete.

Where concrete is conveyed and placed by pneumatic means the equipment shall be suitable in kind and adequate in capacity for the work. The machine shall be located as close as practicable to the place of deposit. The position of the discharge end of the line shall not be more than 10 feet from the point of deposit. The discharge lines shall be horizontal or inclined upwards from the machine. At the conclusion of placement the entire equipment shall be thoroughly cleaned.

907-804.03.8--Pumping Concrete. Placement of concrete by pumping will be permitted only if specified in the contract or if authorized in writing by the Engineer. If used, the equipment shall be arranged so that no vibrations result which might damage freshly placed concrete.

Where concrete mixture is conveyed and placed by mechanically applied pressure (pumping), the equipment shall be suitable in kind and adequate in capacity for the work. The Contractor shall select concrete mixture proportions such that the concrete mixture is pumpable and placeable with the selected equipment.

The pumping equipment shall be thoroughly cleaned prior to concrete placement. Excess form release agent shall be removed from the concrete pump hopper. The Contractor shall prime the pump at no additional cost to the Department by pumping and discarding enough concrete mixture to produce a uniform mixture exiting the pump. At least 0.25 cubic yard of concrete mixture shall be pumped and discarded to prime the pump. Only concrete mixture shall be added directly into the concrete pump hopper after placement has commenced. If anything other than concrete mixture is added to the concrete pump hopper, all concrete mixture in the concrete pump hopper and pump line shall be discarded and the pump re-primed at no additional cost to the Department.

The discharge end of the pump shall be of such a configuration that the concrete does not move in the pump line under its own weight. The intent of this requirement is to ensure that entrained air in the concrete mixture remains entrained during pumping and depositing the concrete mixture. This shall be accomplished with one or both of the following:

- a minimum 10-foot flexible hose attached to the discharge end of a steel reducer having a minimum length of three (3) feet and a minimum reduction in area of 20% which is attached to the discharge end of the pump line, or
- a flexible reducing hose to the discharge end of the pumpline with a minimum reduction in area of 20% over a minimum 10-foot hose length.

Regardless of the configuration chosen, the Contractor shall ensure that the concrete is pumped and does not free-fall more than five (5) feet within the entire length of pump line and after discharge from the end of pump line.

The Contractor shall not have any type of metal elbow, metal pipe, or other metal fitting within five (5) feet of any person during discharge of concrete mixture.

Boom pumps shall have a current Concrete Pump Manufacturers Association's ASME/ANSI B30.27 certification. Equipment added to the boom and pump line shall meet the pump manufacturer's specifications and shall not exceed the manufacturer's maximum recommended weight limit for equipment added to the boom and pump line.

The operation of the pump shall be such that a continuous stream of concrete without air pockets is produced. When pumping is completed, the concrete remaining in the pipe line, if it is to be used, shall be ejected in such a manner that there will be no contamination of the concrete or separation of the ingredients. After this operation, the entire equipment shall be thoroughly cleaned.

The use of aluminum pipe as a conveyance for the concrete will not be permitted.

907-804.03.9--Depositing Concrete Under Water. Concrete shall not be deposited in water except with the approval of the Engineer.

Concrete deposited under water shall be Class S.

Concrete deposited under water shall be carefully placed in a compact mass in its final position by means of a tremie, a bottom dump bucket, or other approved method and shall not be disturbed after being deposited. Special care shall be exercised to maintain still water at the point of deposit. No concrete shall be placed in running water and all form work designed to retain concrete under water shall be water-tight. The consistency of the concrete shall be carefully regulated, and special care shall be exercised to prevent segregation of materials.

Concrete seals shall be placed continuously from start to finish, and the surface of the concrete shall be kept as nearly horizontal as practicable at all times. To ensure thorough bonding, each succeeding layer of a seal shall be placed before the preceding layer has taken initial set.

When a tremie is used, it shall consist of a tube having a diameter of at least 10 inches and constructed in sections having flanged couplings fitted with gaskets. The means of supporting the tremie shall be such as to permit the free movement of the discharge over the entire top surface of the work and to permit it to be lowered rapidly when necessary to choke off or retard the flow of concrete. The discharge end shall be closed at the start of the work so as to prevent water entering the tube and shall be entirely sealed. The tremie tube shall be kept full to the bottom of the hopper. When a batch is dumped into the hopper, the flow of concrete shall be induced by slightly raising the discharge end, always keeping it in the deposited concrete. The flow is then stopped by lowering the tremie. The flow shall be continuous until the work is completed.

Depositing of concrete by the drop bottom bucket method shall conform to the following: The top of the bucket shall be open. The bottom doors shall open freely downward and outward when tripped. The bucket shall be completely filled and slowly lowered to avoid backwash. It shall not be dumped until it rests on the surface upon which the concrete is to be deposited and when discharged shall be withdrawn slowly until well above the concrete.

Dewatering may proceed when the concrete seal is sufficiently hard and strong. As a general rule, this time will be 48 hours for concrete made with high-early-strength cement and three days for concrete made with other types of cement. All laitance and other unsatisfactory material shall be removed from the exposed surface by scraping, chipping, or other means which will not injure the surface of the concrete.

907-804.03.10--Construction Joints.

907-804.03.10.1--General. Unless otherwise approved by the Engineer, construction joints shall be made only where located on the plans or shown in the pouring schedule. If not detailed on the plans, or in the case of emergency, construction joints shall be placed as directed by the Engineer. Shear keys or inclined reinforcement shall be used where necessary to transmit shear or to bond the two sections together.

For continuous spans, bridge deck concrete shall be deposited as shown on the plans. Deviation from the pouring schedule shown in the plans is not permitted.

907-804.03.10.2--Bonding. Before depositing new concrete on or against concrete which has hardened, the forms shall be retightened. The surface of the hardened concrete shall be roughened as required by the Engineer and in a manner that will not leave loosened particles of aggregate or damaged concrete at the surface. It shall be thoroughly cleaned of foreign matter and laitance and saturated with water. When directed by the Engineer, the cleaned and saturated surfaces, including vertical and inclined surfaces, shall first be thoroughly covered with a coating of mortar or neat cement grout against which the new concrete shall be placed before the grout has attained its initial set.

The placing of concrete shall be carried continuously from joint to joint. The face edges of all joints which are exposed to view shall be carefully finished, true to line and elevation.

In order to bond successive courses suitable depressed or raised keys of the designated size shall be constructed. Raised keys shall be monolithic with the concrete of the lower course.

907-804.03.11--Concrete Exposed to Seawater. Unless otherwise specifically provided, concrete for structures exposed to seawater shall be Class AA concrete as referenced in Subsection 907-804.02.10. The clear distance from the face of the concrete to the nearest face of reinforcing steel shall be at least four inches. The mixing time and the water content shall be carefully controlled and regulated so as to produce concrete of maximum impermeability. The concrete shall be thoroughly compacted, and stone pockets shall be avoided. No construction joints shall be formed between the levels of extreme low water and extreme high water as determined by the Engineer. Between these levels, seawater shall not come in direct contact with the new concrete until at least 30 days have elapsed. The surface concrete as left by the forms shall be left undisturbed.

907-804.03.12--Blank.

907-804.03.13--Falsework. The Contractor shall submit to the Engineer four copies of structural design analysis and detail drawings, which show the method of falsework or centering. These designs and detail plans shall be prepared and bear the seal of a Registered Professional Engineer with experience in falsework design.

Falsework plans shall include falsework elevations together with all other dimensions and details which is considered necessary for the construction. Other pertinent data needed is size and spacing of all falsework members and minimum bearing requirements for false piles.

Upon completion of falsework erection, the Registered Professional Engineer shall certify that the erected falsework is capable of supporting the load for construction.

Falsework piling shall be spaced and driven so that the bearing value of each pile is sufficient to support the load that will be imposed upon it. The bearing value of the piles should be calculated according to the appropriate formula given in Section 803.

For designing falsework and centering, a weight of 150 pounds per cubic foot shall be assumed for green concrete. All falsework shall be designed and constructed to provide the necessary rigidity and to support the loads without appreciable settlement or deformation. The Contractor may be required to employ screw jacks or hardwood wedges to take up slight settlement in the falsework either before or during the placing of concrete. An allowance shall be made for anticipated compressibility of falsework and for the placement of shims, wedges, or jacks to produce the permanent structural camber shown on the plans. If during construction, any weakness develops and the falsework shows any undue settlement or distortion, the work shall be stopped, the part of the structure affected removed, and the falsework strengthened before work is resumed. Falsework which cannot be founded on a satisfactory footing shall be supported on piling, which shall be spaced, driven, and removed, as referenced in Subsection 907-804.03.15, in a manner approved by the Engineer.

All structures built across a public street or highway on which maintenance of traffic is required, shall have falsework so arranged that a vertical clearance of at least 12' 6" is provided. Unless otherwise specified, a horizontal clearance of at least the width of the traveled way shall be provided at all times. If the vertical clearance is less than 13' 6" or the horizontal clearance is less than the full crown width of the roadway, the Contractor shall install and maintain appropriate safety devices, clearance signs and warning lights, and shall notify the Engineer sufficiently in advance of restricting the clearance for the Engineer to advise both the Traffic Engineering and the Maintenance Divisions. All traffic control and safety devices shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).

907-804.03.14--Forms.

907-804.03.14.1--General. Forms shall be wood, metal, or other material approved by the Engineer. All forms shall be built mortar-tight and sufficiently rigid to prevent distortion due to pressure of the concrete and other loads incident to the construction operations. Forms shall be constructed and maintained so as to prevent warping and the opening of joints due to shrinkage. The forms shall be substantial and unyielding and shall be so designed that the finished concrete

will conform to the proper dimensions and contours. The design of the forms shall take into account the effect of vibration of concrete as it is placed.

Minimum requirements for slab overhang forms shall be 3/4-inch plywood supported on 2-inch x 6-inch S4S wood timbers placed flatwise on 16-inch centers.

Adjustable brackets for support of slab overhang forms shall be spaced at a maximum distance of 3' 0" center to center unless specifically approved otherwise. Grade points for forms shall coincide with the location of the adjustable form brackets.

Forms for surfaces exposed to view shall be of uniform thickness with a smooth inside surface of an approved type. Joints in forms for exposed surfaces shall be closely fitted to eliminate fins, stone pockets, or other variations in the surface of the concrete which would mar a smooth and uniform texture.

Forms shall be filleted at all sharp corners and shall be given a bevel or draft in the case of all projections, such as girders and copings, to ensure easy removal.

Metal ties or anchorages within the forms shall be so constructed as to permit their removal, without injury to the concrete, to a depth of at least the reinforcing steel clearance shown on the plans. In case ordinary wire ties are permitted, all wires, upon removal of the forms, shall be cut back at least 1/4 inch from the face of the concrete with chisels or nippers. Nippers shall be used for green concrete. All fittings for metal ties shall be designed so that upon their removal the cavities which are left will be the smallest practicable size. The cavities shall be filled with cement mortar and the surface left sound, smooth, even, and uniform in color.

Forms shall be set and maintained to the lines designated until the concrete is sufficiently cured for form removal. Forms shall remain in place for periods which shall be determined as hereinafter specified. If forms are deemed to be unsatisfactory in any way, either before or during the placing of concrete, the Engineer will order the work stopped until the defects have been corrected.

The shape, strength, rigidity, water-tightness, and surface smoothness of reused forms shall be maintained at all times. Warped or bulged lumber shall be resized before being reused. Forms which are unsatisfactory in any respect shall not be reused.

Access to the lower portions of forms for narrow walls and columns shall be provided for cleaning out extraneous material immediately before placing the concrete.

All forms shall be treated with an approved oil or saturated with water immediately before placing the concrete. For rail members or other members with exposed faces, the forms shall be treated only with an approved oil to prevent the adherence of concrete. Any material which will adhere to or discolor the concrete shall not be used.

When metal forms are used they shall be kept free from rust, grease, or other foreign matter which will discolor the concrete. They shall be of sufficient thickness and so connected that they will remain true to shape and line, and shall conform in all respects as herein prescribed for mortar

tightness, filleted corners, beveled projections, etc. They shall be constructed so as to ensure easy removal without injury to concrete. All inside bolt and rivet heads shall be countersunk.

All chamfer strips shall be dressed, straight, and of uniform width and shall be maintained as such at all times.

907-804.03.14.2--Stay-In-Place Metal Forms. Stay-in-place (SIP) metal forms are corrugated metal sheets permanently installed between the supporting superstructure members. After the concrete has cured, these forms shall remain in place as permanent, non-structural members of the bridge.

Pay quantities for deck concrete will be computed from the dimensions shown in the Contract Plans with no allowance for changes in deflection and /or changes in dimensions necessary to accommodate the SIP metal forms.

There will be no direct payment for the cost of the forms and form supports, or any material, tools, equipment, or labor incidental thereto, but the cost shall be considered absorbed in the contract unit price for concrete.

Before fabricating any material, three (3) complete sets of SIP metal form shop drawings and design calculations, bearing the Design Engineer's Seal, shall be submitted to the Director of Structures, State Bridge Engineer, through the Engineer, for review. The Contractor's SIP metal form Design Engineer shall be a MS Registered Professional Engineer who is knowledgeable in the field of structural design.

In no case shall additional dead load produced by the use of SIP metal forms overstress any bridge component. Design calculations shall indicate any additional dead load from SIP metal form self-weight, form support hangers, concrete in flutes, concrete due to form deflection, etc. not included in the Contract Plans. The additional dead loads shall be clearly labeled and tabulated on the shop drawings. Bridge Division will evaluate the additional load for overstress of the bridge components. In the event that the additional dead load produces an overstress in any bridge component, Bridge Division will reject the Contractor's design. Deflection and loads produced by deflection of the SIP metal forms shall be considered and indicated in the design calculations.

The cambers and deflections provided in the Contract Plans do not consider the effects of SIP metal forms. The Contractor's Engineer shall take into account the weight of the forms and any additional dead load when developing the "Bridge Superstructure Construction Plan".

For the purpose of reducing any additional dead load produced by the SIP metal forms, the flutes of SIP metal forms may be filled with polystyrene foam. When polystyrene foam is used to fill the forms, the form flutes shall be filled completely; no portion of the polystyrene foam shall extend beyond the limits of the flutes. The Contractor shall ensure that the polystyrene foam remains in its required position within flutes during the entire concrete placement process. The Contractor shall not use reinforcing steel supports or other accessories in such a manner as to cause damage to the polystyrene foam. All damaged polystyrene foam shall be replaced to the

satisfaction of the Engineer. All welding of formwork shall be completed prior to placement of polystyrene foam.

For bridges not located in horizontal curves, the Contractor may reduce the additional dead load by matching the flute spacing with the transverse steel spacing of the bottom layer. The bottom longitudinal layer of steel shall have one (1) inch of minimum concrete cover measured from the bottom of the reinforcing to the top of the flute. The Contractor will not be allowed to vary the reinforcing steel spacing or size from the Contract Plans for the purpose of matching flute spacing.

907-804.03.14.2.1--Materials. SIP metal forms and supports shall meet the requirements of ASTM Designation: A653 having a coating designation G165. Form materials that are less than 0.03-inch uncoated thickness shall not be allowed.

907-804.03.14.2.2--Certification. The Contractor shall provide written certification from the manufacturer stating the product meets the requirements of this specification to the Engineer along with the delivery of the coated forms to the job site.

907-804.03.14.2.3--Polystyrene Foam. The polystyrene foam shall be comprised of expanded polystyrene manufactured from virgin resin of sufficient density to support the weight of concrete without deformation. The polystyrene foam shall be extruded to match the geometry of the flutes and provide a snug fit. The polystyrene foam shall have a density of not less than 0.8 pounds per cubic foot. The polystyrene foam shall have water absorption of less than 2.6% when tested according to ASTM Designation: C272. The Contractor shall provide written certification from the manufacturer stating the polystyrene foam product meets the requirements of this specification to the Engineer along with the delivery of the coated forms to the job site.

907-804.03.14.2.4--Design. The design of the SIP metal forms shall meet the following criteria.

1. The maximum self-weight of the stay in place metal forms, plus the weight of the concrete or expanded polystyrene required to fill the form flutes (where used), shall not exceed 20 psf.
2. The forms shall be designed on the basis of dead load of form, reinforcement, and plastic concrete plus 50 pounds per square foot for construction loads. The design shall use a unit working stress in the steel sheet of not more than 0.725 of the specified minimum yield strength of the material furnished, but not to exceed 36,000 psi.
3. Deflection under the weight of the forms, reinforcement, and plastic concrete shall not exceed 1/180 of the form span or 1/2 inch, whichever is less, for form spans of 10 feet or less, or 1/240 of the form span or 3/4 inch, whichever is less, for form spans greater than 10 feet.
4. The design span of the form shall equal the clear span of the form plus two (2) inches. The span shall be measure parallel to the form flutes.

5. Physical design properties shall be computed in accordance with requirements of the AISI Specifications for the Design of Cold Formed Steel Structural Members, latest published edition.
6. The design concrete cover required by the plans shall be maintained for all reinforcement.
7. The plan dimensions of both layers of primary deck reinforcement from the top surface of the concrete deck shall be maintained.
8. The SIP metal form shall not be considered as lateral bracing for compression flanges of supporting structural members.
9. SIP metal forms shall not be used under closure pours or in bays where longitudinal slab construction joints are located. SIP metal forms shall not be used under cantilevered slabs such as the overhang outside of fascia members.
10. Forms shall be secured to the supporting members by means other than welding directly to the member. Welding to the top flanges of steel stringers and/or girders shall not be allowed. Alternate installation procedures shall be submitted addressing this condition.

907-804.03.14.2.5--Construction. SIP metal form sheets shall not rest directly on the top of the stringer or floor beam flanges. Sheets shall be fastened securely to form supports, and maintain a minimum bearing length of one (1) inch at each end for metal forms. Form supports shall be placed in direct contact with the flange of the stringer or floor beam. All attachments for coated metal forms shall be made by bolts, clips, screws, or other approved means.

907-804.03.14.2.6--Form Galvanizing Repairs. Where forms or their installation are unsatisfactory in the opinion of the Engineer, either before or during placement of the concrete, the Contractor shall correct the defects before proceeding with the construction work. The cost of such corrective work shall be at the sole expense of the Contractor. Minor heat discoloration in areas of welds shall not be touched up.

907-804.03.14.2.7--Concrete. The Contractor shall ensure concrete placement does not damage the SIP metal forms. Approved pouring sequences shall be used. The completed SIP metal form system shall be sufficiently tight to prevent leakage of mortar or concrete. The concrete shall be consolidated to avoid honeycomb and voids, especially at construction joints, expansion joints, valleys, and ends of form sheets. Calcium chloride or any other admixture containing chloride salts shall not be used in the concrete.

907-804.03.14.2.8--Inspection. The Engineer will observe the Contractor's method of construction during all phases of the construction of the bridge deck slab, including the installation of the SIP metal form system; location and fastening of the reinforcement; composition of concrete items; mixing procedures, concrete placement, and vibration; and finishing of the bridge deck. Should the Engineer determine that the procedures used during the placement of the concrete warrant inspection of the underside of the deck, at least one section of the metal forms shall be removed in each span for this purpose. This shall be done as soon after placing the concrete as

practical in order to provide visual evidence that the concrete mix and the procedures are obtaining the desired results. An additional section shall be removed in any span if the Engineer determines that there has been any change in the concrete mix or in the procedures warranting additional inspection.

If, in the Engineer's judgment, inspection is needed to check for defects in the bottom of the deck or to verify soundness, the SIP metal forms shall be sounded with a hammer after the deck concrete has been in place a minimum of two days. If sounding discloses areas of doubtful soundness to the Engineer, the SIP metal forms shall be removed from such areas for visual inspection after the concrete has attained adequate strength. The SIP metal bridge deck forms shall be removed at no expense to the State.

At locations where sections of the metal forms have been removed, the Engineer will not require the Contractor to replace the metal forms. The adjacent metal forms and supports shall be repaired to present a neat appearance and to ensure their satisfactory retention. As soon as the form is removed, the Engineer will examine the concrete surfaces for cavities, honeycombing, and other defects. If irregularities are found and the Engineer determines that these irregularities do not justify rejection of the work, the concrete shall be repaired as directed by the Engineer. If the Engineer determines that the concrete where the form is removed is unsatisfactory, additional metal forms as necessary shall be removed to inspect and repair the slab, and the Contractor's method of construction shall be modified as required to obtain satisfactory concrete in the slab. All unsatisfactory concrete shall be removed and replaced as directed at no expense to the State.

If the method of construction and the results of the inspections as outlined above indicate that sound concrete has been obtained throughout the slabs, the amount of sounding and form removal may be reduced when approved by the Engineer.

The Contractor shall provide a safe and convenient means of conducting of the inspection.

907-804.03.15--Removal of Falsework, Forms, and Housing. In the determination of the time for the removal of falsework, forms, and housing and the discontinuance of heating, consideration shall be given to the location and character of the structure, the weather and other conditions influencing the setting of the concrete, and the materials used in the mix. No forms or supports shall be removed prior to approval by the Engineer. During cold weather, removal of housing and the discontinuance of heating shall be in accordance with Subsection 907-804.03.16.1.

Concrete in the last pour of a continuous superstructure shall have attained a compressive strength of 2,400 psi, as determined by cylinder tests or maturity meter probe, prior to striking any falsework. It is important that falsework be removed as evenly as possible to prevent excessive deflection stresses in the spans.

At the Contractor's option and with the approval of the Engineer, the time for removal of forms may be determined by cylinder tests, in accordance with the requirements listed in Table 6, in which case the Contractor shall furnish facilities for testing the cylinders. The facilities shall include an approved concrete testing machine of sufficient capacity and calibrated by an acceptable commercial laboratory. Tests shall be conducted in the presence of a Department representative

to witness and record strengths obtained on each break or performed by a Department certified technician in an approved testing laboratory.

[a1]The cylinders shall be cured under conditions which are not more favorable than those existing for the portions of the structure which they represent.

Table 6
Minimum Compressive Strength Requirements for Form Removal

Forms:

Columns	1000 psi
Side of Beams	1000 psi
Walls not under pressure	1000 psi
Floor Slabs, overhead	2000 psi
Floor Slabs, between beams	2000 psi
Slab Spans	2400 psi
Other Parts	1000 psi

Centering:

Under Beams	2400 psi
Under Bent Caps	2000 psi

Limitation for Placing Beams on:

Pile Bents, pile under beam	2000 psi
Frame Bents, two or more columns	2200 psi
Frame Bents, single column	2400 psi

For bridges, non-SIP metal forms for bridge deck slabs overhead and bridge deck slabs between beams shall be removed with the approval of the Engineer, between two weeks and four weeks after the removal of the wet burlap applied in accordance with Subsection 907-804.03.17.1, or application of liquid membrane applied in accordance with Subsection 907-804.03.17.2.

In lieu of using concrete strength cylinders to determine when falsework, forms, and housings can be removed, an approved maturity meter may be used to determine concrete strengths by inserting probes into concrete placed in a structure. The minimum number of maturity meter probes required for each structural component shall be in accordance with Table 7. Falsework, forms, and housings may be removed when maturity meter readings indicate that the required concrete strength is achieved. Procedures for using the maturity meter and developing the strength/maturity relationship shall follow the requirements of AASHTO Designation: T 325 and ASTM Designation: C 1074 specifications. Technicians using the maturity meter or calculating strength/maturity graphs shall be required to have at least two hours of training prior to using the maturity equipment.

Table 7
Requirements for use of Maturity Meter Probes

Structure Component	Quantity of Concrete	No. of Probes
Slabs, beams, walls, & miscellaneous items	0 - 30 yd ³	2
	> 30 to 60 yd ³	3
	> 60 to 90 yd ³	4
	> 90 yd ³	5
Footings, Columns & Caps	0 - 13 yd ³	2
	> 13 yd ³	3
Pavement, Pavement Overlays	1200 yd ²	2
Pavement Repairs	Per repair or 900 yd ² Whichever is smaller	2

Methods of form removal likely to cause overstressing of the concrete shall not be used. Forms and supports shall be removed in a manner that will permit the concrete to uniformly and gradually take the stresses due to its own weight. Centers shall be gradually and uniformly lowered in a manner that will avoid injurious stresses in any part of the structure.

As soon as concrete for railings, ornamental work, parapets and vertical faces which require a rubbed finish has attained a safe strength, the forms shall be carefully removed without marring the surfaces and corners, the required finishing performed, and the required curing continued.

Prior to final inspection of the work, the Contractor shall remove all falsework, forms, excavated material or other material placed in the stream channel during construction. Falsework piles may be cut or broken off at least one foot below the mudline or ground line unless the plans specifically indicate that they are to be pulled and completely removed from the channel.

907-804.03.16--Cold or Hot Weather Concreting.

907-804.03.16.1--Cold Weather Concreting. In cold weather, the temperature of the concrete when delivered to the job site shall conform to the temperature limitations of "Temperature Limitations on Concrete when Delivered to Job Site" listed in Table 8 below. Cold weather is defined as three consecutive days when there is a probability that the daily average of the highest and lowest ambient temperatures is expected to be less than 40°F. This three-day forecast shall be based on the latest information available from the National Weather Service.

When the Contractor proposes to place concrete during seasons when there is a probability of ambient temperatures lower than 40°F, the Contractor shall have available on the project the approved facilities necessary to enclose uncured concrete and to keep the temperature of the air inside the enclosure within the ranges and for the minimum periods specified herein.

When there are indications of temperatures of less than 40°F during the first four days after placement of the concrete, the concrete shall be protected from cold temperatures by maintaining a temperature between 50°F and 100°F for at least four days after placement and between 40°F and 100°F for at least three additional days. The Contractor shall use such heating equipment such as stoves, salamanders, or steam equipment as deemed necessary to protect the concrete. When dry heat is used, means of maintaining atmospheric moisture shall be provided.

At the option of the Contractor with the approval of the Engineer, when concrete is placed during cold weather and there is a probability of ambient temperatures lower than 40°F, an approved maturity meter may be used to determine concrete strengths by inserting probes into concrete placed in a structure. The minimum number of maturity meter probes required for each structural component shall be in accordance with Table 7. An approved insulating blanketing material shall be used to protect the work when ambient temperatures are less than 40°F and shall remain in place until the required concrete strength in Table 6 is achieved. Procedures for using the maturity meter and developing the strength/maturity relationship shall follow the requirements of AASHTO Designation: T 325 and ASTM Designation: C 1074 specifications. Technicians using the maturity meter or calculating strength/maturity graphs shall be required to have at least two hours of training prior to using the maturity equipment.

One or more of the aggregates and/or mixing water may be heated. The aggregates may be heated by steam, dry heat, or by placing in the mixing water which has been heated. Frozen aggregates shall not be used. When either aggregates or water are heated above 100°F, the aggregates and water shall be combined first in the mixer before the cement is added to avoid flash set. Cement shall not be mixed with water or with a mixture of water and aggregate having a temperature greater than 100°F.

The use of salt or other chemical admixtures in lieu of heating will not be permitted.

Before placing concrete, all ice or frost shall be removed from the forms and reinforcement.

In the case of concrete placed directly on or in the ground, such as for footings or bottom slabs, protection and curing during cold weather may be provided as set for concrete pavement under Subsection 501.03.20.3.

The Contractor shall assume all risk and added cost connected with the placing and protecting of concrete during cold weather. Permission given by the Engineer to place concrete during such time will in no way relieve the Contractor of responsibility for satisfactory results. Should it be determined at any time that the concrete placed under such conditions is unsatisfactory, it shall be removed and replaced with satisfactory concrete by the Contractor without extra compensation.

TABLE 8
COLD WEATHER TEMPERATURE LIMITATIONS ON CONCRETE WHEN
DELIVERED TO JOB SITE

Section thickness in the least dimension inches	Jobsite Acceptance Temperature Range °F
Less than 12	55 to 75
12 to 36	50 to 70
36 to 72	45 to 65
Greater than 72	40 to 60

907-804.03.16.2--Hot Weather Concreting. The manufacture, placement, and protection of concrete during hot weather requires special attention to ensure that uniform slump ranges and satisfactory placement qualities are maintained, that surface cracking is held to a minimum, and that design strengths are produced.

When the ambient temperature is above 90°F, the forms, reinforcing steel, steel beam flanges, and other surfaces which will come in contact with the concrete shall be cooled to below 90°F by means of a water spray or other approved methods.

When the atmospheric temperature is predicted to be 90°F or above based on the latest information available from the National Weather Service any time during the day of placement or day after placement, the time of placement shall not begin until 5:00 p.m. on the day of placement and shall be completed by 6:00 a.m. the following day.

907-804.03.17--Curing Concrete. Curing is defined as all actions taken to ensure the moisture and temperature conditions of freshly placed concrete exist so the concrete may develop its potential properties. Curing shall take place from the time of placement until its potential properties have developed. The Contractor shall use the guidance in ACI 308R-01 to:

- a) cure the concrete in such a manner as to prevent premature moisture loss from the concrete,
- b) supply additional moisture to the concrete as required in order to ensure sufficient moisture within the concrete, and
- c) maintain a concrete temperature beneficial to the concrete.

Curing in accordance with the requirements in either Subsection 907-804.03.17.1 or Subsection 907-804.03.17.2 shall be completely established within 20 minutes after finishing, except as noted for bridge decks. Finishing is complete when the pan drag, burlap drag, or other finishing method is complete.

When stay-in-place (SIP) metal forms are used in accordance with Subsection 907-804.03.14.2 in conjunction with the Transverse Method in accordance with Subsection 804.03.19.7.3, if the concrete mixture contains lightweight aggregate (LWA) meeting the requirements of Subsection 907-703.19.2 and an internal curing water content of 8.0 pounds or greater per 100 pounds of total cementitious materials, curing shall be accomplished in accordance with either Subsection 907-804.03.17.1 or Subsection 907-804.03.17.2. The minimum amount of LWA shall be established following the information in the Department's *Concrete Field Manual*, Paragraph 5.5.5. If the concrete mixture does not meet or exceed this internal curing water content, curing shall be accomplished in accordance with Subsection 907-804.03.17.1.

When SIP metal forms are not used or used in conjunction with the Longitudinal Method in accordance with Subsection 804.03.19.7.2, curing shall be accomplished in accordance with either Subsection 907-804.03.17.1 or Subsection 907-804.03.17.2.

The length of time for curing shall be maintained in accordance with either of the following:

- 1. Prescribed Length of Time:**

- a) Curing following the requirements of Subsection 907-804.03.17.1 shall continue uninterrupted for at least 14 days.
- b) Curing following the requirements of Subsection 907-804.03.17.2 shall continue uninterrupted for at least 10 days.

OR

2. Length of Time Defined by Development of Compressive Strength:

Curing following the application requirements of Subsection 907-804.03.17.1 or Subsection 907-804.03.17.2 shall continue uninterrupted for each day's production until the compressive strength of the concrete exceeds 75% of the 28-day compressive strength submitted as the Basis of Proportioning per Subsection 907-804.02.10.1. Therefore, if an area is being cured in accordance with Subsection 907-804.03.17.1, the curing by wet burlap shall continue until the concrete in that area has attained a minimum of 75% of the 28-day compressive strength submitted as the Basis of Proportioning per Subsection 907-804.02.10.1. Likewise, if an area is being cured in accordance with Subsection 907-804.03.17.2, the curing by liquid membrane shall continue until the concrete in that area has attained a minimum of 75% of the 28-day compressive strength submitted as the Basis of Proportioning per Subsection 907-804.02.10.1.

The compressive strength of the concrete may be determined by the use of maturity meter in accordance with Subsection 907-804.03.15.

907-804.03.17.1--Water With Waterproof Cover. All burlap shall be completely saturated and wet prior to placing it on the concrete. The burlap shall have been fully soaked in water for a minimum of 12 hours prior to placement on the concrete.

For bridge decks, the Contractor shall apply one (1) layer of saturated burlap within 20 minutes of the initial strike-off for bridges without a skew and 25 minutes of the initial strike-off for bridges with a skew. For all other concrete, the Contractor shall apply one (1) layer of saturated burlap within 20 minutes of completing finishing.

For bridge decks, following the first layer of burlap, the Contractor shall apply a second layer of saturated burlap within five (5) minutes of applying the first layer.

The applied burlap shall completely cover all exposed concrete surfaces. In areas where the burlap may not be directly applied due to the concrete surface, for example, in areas where reinforcing steel protrudes thru the concrete surface, like in the areas of a bridge deck where the bridge railing will be constructed at a later time, the saturated burlap shall be draped over the steel. The concrete surface shall not be allowed to dry after strike-off or at any time during the curing period.

The Contractor shall maintain the burlap in a fully wet condition using powered fogging equipment capable of producing a fog spray of atomized droplets of water until the concrete has gained sufficient strength to allow foot traffic without the foot traffic marring the surface of the concrete. Burlap shall not be maintained in the fully wet condition using equipment which does not produce a fog spray of atomized droplets of water or by use of manually pressurized sprayers.

For bridge decks, once the concrete has gained sufficient strength to allow foot traffic which does not mar the surface of the concrete, soaker hoses shall be placed on the burlap. The soaker hoses shall then be supplied with running water continuously to maintain continuous saturation of all burlap and the entire concrete surface.

If there is a delay in the placement of the first layer of saturated burlap outside the time limit, the struck-off and finished concrete shall be kept wet by use of the powered fogging equipment used to keep the burlap wet.

White polyethylene sheets shall be placed on top of the wet burlap and, as applicable, soaker hoses, covering the entire concrete surface as soon as practical and not more than 12 hours after the placement of the concrete. White polyethylene sheets of the widest practical width shall be used, overlapping adjacent sheets a minimum of six inches (6") and tightly sealed with an adhesive like pressure sensitive tape, mastic, glue, or other approved methods to form a complete waterproof cover of the entire concrete surface. White polyethylene sheets which overlap a minimum of two feet (2') may be held in place using means other than an adhesive. The white polyethylene sheets shall be secured so that wind will not displace them. The Contractor shall immediately repair the broken or damaged portions or replace sections that have lost their waterproof qualities.

If burlap and/or white polyethylene sheets are temporarily removed for any reason during the curing period, the Contractor shall keep the entire exposed area continuously wet. The saturated burlap and white polyethylene sheets shall be replaced, resuming the specified curing conditions, as soon as possible.

The Contractor shall inspect the bridge deck surface once every eight (8) hours for the entirety of the curing period, so that all areas remain wet for the entire curing period and all curing requirements are satisfied and document the inspection in accordance with Subsection 907-804.03.17.1.1.

At the end of the curing period, one coating of liquid membrane shall be applied following the requirements of Subsection 907-804.03.17.1.2. The purpose of the coating of liquid membrane is to allow for slow drying of the concrete. The application of liquid membrane to any area shall be complete within 30 minutes of the beginning of removal of the white polyethylene sheets, soaker hoses, and burlap from this area.

907-804.03.17.1.1--Documentation for Bridge Decks. The Contractor shall provide the Engineer with a daily inspection report that includes:

- documentation that identifies any deficiencies found (including location of deficiency);
- documentation of corrective measures taken;
- a statement of certification that all areas are wet and all curing material is in place on the entire bridge deck;
- documentation showing the time and date of all inspections and the inspector's signature;
- documentation of any temporary removal of curing materials including location, date and time, length of time curing was removed, and means taken to ensure exposed area was kept continuously wet.

907-804.03.17.1.2--Liquid Membrane. At the end of the 14-day wet curing period the wet burlap and polyethylene sheets shall be removed and within 30 minutes, the Contractor shall apply white liquid membrane to the deck. The liquid membrane shall be thoroughly mixed within the time recommended by the liquid membrane producer but no more than an hour before use. If the use of liquid membrane results in a streaked or blotched appearance, the method shall be stopped and water curing applied until the cause of defective appearance is corrected.

The liquid membrane shall be applied when no free water remains on the surface but while the surface is still wet. The liquid membrane shall be applied according to the manufacturer's instructions with a minimum spreading rate per coat of one (1) gallon per 200 square feet of concrete surface. If the concrete is dry or becomes dry, the Contractor shall thoroughly wet it with water applied as a fog spray by means of approved equipment.

The application of liquid membrane shall be accomplished by the use of power applied spray equipment using nozzles and other equipment recommended by the liquid membrane producer. Manually pressurized or manual pump-up type sprayers shall not be used to apply the first application of liquid membrane.

As a visual guide, the color of concrete covered with the required amount of liquid membrane should be indistinguishable from a sheet of commercially available standard "letter" size white copier paper placed on top of it when viewed from a distance of about five feet (5') away horizontally if standing on the same grade as the concrete. The appearance of the concrete does not supersede applying the minimum spreading rate.

The coating shall be protected against marring for at least seven (7) days after the application of the curing compound. The coating on bridge decks shall receive extra attention and may require additional protection as required by the Engineer. All membrane marred or otherwise disturbed shall be given an additional coating. Manually pressurized or manual pump-up type sprayers may be used for giving marred areas the required additional application of liquid membrane. Should the surface coating be subjected repeatedly to injury, the Engineer may require that the water curing method be applied at once.

The 7-day period during which the liquid membrane is applied and protected shall not be reduced even if the period of wet curing is extended past the required 14 days.

907-804.03.17.1.2.1--Liquid Membrane Documentation. The Contractor shall make available to the Engineer an application rate verification method and any information necessary during application of the liquid membrane to verify that the rate of application meets the prescribed rate for the various surfaces of the concrete, including, but not limited to, the top surface of the bridge deck and exposed sides of the bridge deck after any forms are removed. The Contractor shall submit this application verification method to the Engineer in accordance with Subsection 907-804.02.12.1.1.

One method of verifying the rate of application is as follows:

1. Determine the volume of liquid membrane in the container. For a container with a uniform cross-sectional area, for example a 55-gallon drum, determine the area of the cross-section. Determine the height of the surface of the liquid membrane from the bottom of the container. This may be accomplished by inserting a sufficiently long, clean dip-stick parallel with the axis of the container into the liquid membrane until the inserted end of the dip-stick contacts the bottom of the container. On removing the dip-stick, measure the length from the end which was inserted to the point on the dip-stick where the liquid membrane ceases to coat the dip-stick. Multiply the area of the cross-section by the height of the level of liquid membrane, maintaining consistent units, to determine the volume.
2. Perform step 1 prior to beginning applying the liquid membrane to establish the initial volume.
3. During the period of application, perform step 1 each 100 square feet of bridge deck.
4. In order to meet the required application rate of one (1) gallon per 200 square feet, the amount in the container shall be at least 0.5 gallon less than the previous volume in the previous 100 square feet. Other changes in volume may apply depending on the manufacturer's recommended application rate.
5. Additional applications to an area shall be applied until the required rate is satisfied. Areas which are not visually satisfactory to the Engineer shall have additional liquid membrane applied as directed by the Engineer.

The amount of liquid membrane applied shall be determined each day using the application verification method. This information shall be submitted to the Engineer within 24 hours of applying the liquid membrane.

907-804.03.17.2--Liquid Membrane Method. All surfaces on which curing is to be by liquid membrane shall be given the required surface finish prior to the application of liquid membrane. Concrete surfaces cured by liquid membrane shall receive two applications of white liquid membrane. Neither application shall be made from a position supported by or in contact with the freshly placed concrete. Both applications shall be applied perpendicularly to the surface of the concrete.

When using liquid membrane, the liquid membrane shall be thoroughly mixed within the time recommended by the liquid membrane producer but no more than an hour before use. If the use of liquid membrane results in a streaked or blotched appearance, the method shall be stopped and water curing applied until the cause of defective appearance is corrected.

The application of liquid membrane shall be accomplished by the use of power applied spray equipment using nozzles and other equipment recommended by the liquid membrane producer. Manually pressurized or manual pump-up type sprayers shall not be used to apply the first two applications of liquid membrane.

The liquid membrane shall be applied when no free water remains on the surface but while the surface is still wet. The liquid membrane shall be applied according to the manufacturer's instructions with a minimum spreading rate per coat of one (1) gallon per 200 square feet of concrete surface. If the concrete is dry or becomes dry, the Contractor shall thoroughly wet it with water applied as a fog spray by means of approved equipment.

The first application of the liquid membrane shall be made as the work progresses. For bridge decks, the first application shall be completed in each area of the deck, including the area in which the bridge railing will be later constructed, within 20 minutes of initial strike-off for bridges with no skew and within 25 minutes of initial strike-off for bridges with skew. For all other concrete, the first application of the liquid membrane shall be completed within 20 minutes of finishing.

The second application shall be applied within 30 minutes after the first application. The liquid membrane shall be uniformly applied to all exposed concrete surfaces.

As a visual guide, the color of concrete covered with the required amount of liquid membrane should be indistinguishable from a sheet of commercially available standard "letter" size white copier paper placed on top of it when viewed from a distance of about five feet (5') away horizontally if standing on the same grade as the concrete. The appearance of the concrete does not supersede applying the minimum spreading rate.

The Contractor shall make available to the Engineer an application rate verification in accordance with Subsection 907-804.03.17.1.2.1.

The coating shall be protected against marring for at least 10 days after the application of the curing compound. The coating on bridge decks shall receive extra attention and may require additional protection as required by the Engineer. All membrane marred or otherwise disturbed shall be given an additional coating. Manually pressurized or manual pump-up type sprayers may be used for giving marred areas the required additional application of liquid membrane. Should the surface coating be subjected repeatedly to injury, the Engineer may require that the water curing method be applied at once.

After the specified time for curing, but prior to constructing the bridge railing, all liquid membrane shall be removed from both the exposed surfaces of the reinforcing steel and the concrete surfaces on which bridge rail will be constructed. This removal of liquid membrane may be accomplished by high pressure washing or other methods approved by the Engineer.

907-804.03.18--Expansion and Fixed Joints, Bearings, Anchor Bolts, Plates, Castings, Pipes, Drains, Conduits, Etc. All joints shall be constructed according to details shown on the plans. The edges of the concrete at open or filled joints shall be chamfered or edged as indicated on the plans.

907-804.03.18.1--Open Joints. Open joints shall be placed in the locations shown on the plans and shall be constructed by the insertion and subsequent removal of a wood strip, metal plate, or other approved material. The insertion and removal of the template shall be accomplished without chipping or breaking the corners of the concrete. Reinforcement shall not extend across an open joint unless so specified on the plans.

907-804.03.18.2--Filled Joints. Poured expansion joints and joints to be sealed with premolded materials shall be constructed similar to open joints. When premolded types are specified, the filler shall be placed in correct position as the concrete on one side of the joint is placed. When

the form is removed, the concrete on the other side shall be placed. Adequate water stops of metal, rubber, or plastic shall be carefully placed as shown on the plans.

907-804.03.18.3--Premolded and Preformed Joint Seals. When preformed elastomeric compressive joint seals are specified, the previously formed and cured open joint shall be thoroughly cleaned of all foreign matter, the required adhesive uniformly applied, and the seal installed in accordance with the recommendations of the manufacturer of the seal.

When premolded filler is used for the joints in the roadway slab, the tops shall be adequately sealed with poured joint filler in accordance with details on the plans. Premolded filler shall be permanently fastened to an adjacent concrete surface by appropriate use of copper wire, copper nails, or galvanized nails.

907-804.03.18.4--Steel Joints. The plates, angles, or other structural shapes shall be accurately shaped at the shop to conform to the section of the concrete floor. Fabrication and painting shall conform to the specifications covering those items. When called for on the plans or in the special provisions, the material shall be galvanized in lieu of painting. Care shall be taken to ensure that the surface in the finished plane is true and free of warping. Positive methods shall be employed in placing the joints to keep them in correct position during the placing of the concrete. The opening at expansion joints shall be that designated on the plans at normal temperature, and care shall be taken to avoid impairment of the clearance in any manner.

907-804.03.18.5--Water Stops. Adequate water stops of metal, rubber, or plastic shall be placed as shown on the plans. Where movement at the joint is provided for, the water stops shall be of a type permitting movement without injury. They shall be spliced, welded, or soldered to form continuous watertight joints.

907-804.03.18.6--Bearing Devices. Bearing plates, rockers, and other bearing devices shall be constructed according to details shown on the plans. Unless otherwise specified or set in plastic concrete, they shall be set in grout to insure uniform bearing. Structural steel and painting shall conform to the requirements of Sections 810 and 814. When specified, the material shall be galvanized in lieu of painting. The rockers or other expansion bearing devices shall be set, considering the temperature at the time of erection, so that the required position of the device is provided.

At all points of bearing contact, concrete members shall be separated from underlying members by dimensioned bearing pads or by methods and/or materials specified on the plans.

When not otherwise specifically provided, contact areas between concrete super-structures and substructures shall be separated by three layers of No. 15, Type I, roofing felt.

907-804.03.18.7--Friction Joints. Metal friction joints shall consist of plates as indicated on the plans and shall be securely anchored in correct position. All sliding surfaces shall be thoroughly coated with an approved graphite grease. Movement shall not be impeded by the concrete in which the plates are embedded.

907-804.03.18.8--Placing Anchor Bolts, Plates, Castings, Grillage, Conduits, Etc. All anchor bolts, plates, castings, grillage, conduits, etc. indicated on the plans to be placed in or on the concrete shall be placed, set, or embedded as indicated or as directed. These items of the construction shall be set in portland cement mortar as referenced in Subsection 714.11.5, except that anchor bolts may, as permitted by the Engineer, be built into the masonry, set in drilled holes, or placed as the concrete is being constructed by inserting encasing pipe or oiled wooden forms of sufficient size to allow for adjustment of the bolts. After removal of the pipe or forms, the space around the bolts shall be filled with portland cement mortar completely filling the holes. The bolt shall be set accurately and perpendicular to the plane of the seat.

Anchor bolts which are to be set in the masonry prior to the erection of the superstructure shall be carefully set to proper location and elevation with a template or by other suitable means.

When bed plates are set in mortar, no superstructure or other load shall be placed thereon until this mortar has been allowed to set for a period of at least 96 hours, subject to the restrictions for cold weather concreting in Subsection 907-804.03.16.1. The mortar shall be kept well moistened during this period.

Weep hole drains shall be installed in abutments and retaining walls, and roadway drains or scuppers shall be installed in the roadway slabs in accordance with the details shown on the plans.

Where backfill is to be made at weep holes or openings in the structure, sand or stone chimneys or French drains shall be constructed as specified and shall extend through the portion of the backfill to be drained. Except as otherwise provided, the sand, stone, or slag used in this construction shall meet the requirements of Subsection 704.04.

907-804.03.19--Finishing Concrete Surfaces.

804.03.19.1--Classes of Finishes. Surface finishes of exposed concrete surfaces shall be classified as follows:

- Class 1 - Ordinary Surface Finish
- Class 2 - Rubbed or spray Finish
- Class 3 - Tooled Finish
- Class 4 - Sand-Blast Finish
- Class 5 - Wirebrush or Scrubbed Finish
- Class 6 - Floated Surface Finish

907-804.03.19.2--Class 1, Ordinary Surface Finish. Immediately following the removal of forms, all fins and irregular projections shall be removed from all surfaces except from those which are not to be exposed or not to be waterproofed. On all surfaces, the cavities produced by form ties and all other holes, honeycomb spots, broken corners or edges, and other defects shall be thoroughly cleaned, and after having been kept saturated with water for at least three hours shall be carefully pointed and trued with a mortar of cement and fine aggregate mixed in the proportions used in the class of the concrete being finished. Mortar used in pointing shall be not more than one hour old. The mortar patches shall be cured as specified under Subsection 907-804.03.17. All

construction and expansion joints shall be left carefully tooled and free of mortar and concrete. The joint filler shall be left exposed for its full length with clean and true edges.

The resulting surfaces shall be true and uniform. All surfaces which cannot be repaired to the satisfaction of the Engineer shall be given a Class 2 rubbed finish.

907-804.03.19.3--Class 2, Rubbed or Spray Finish.

907-804.03.19.3.1--Rubbed Finish. After removal of forms, the Class 1 finish shall be completed and the rubbing of concrete shall be started as soon as its condition will permit. Immediately before starting this work, the concrete shall be kept thoroughly saturated with water for at least three hours. Surfaces shall be rubbed with a medium course Carborundum stone using a small amount of mortar on its face. The mortar shall be composed of cement and sand mixed in the proportions used in the concrete being finished. Rubbing shall be continued until all form marks, projections, and irregularities have been removed, all voids are filled, and a uniform surface has been obtained. The paste produced by this rubbing shall be left in place at this time.

After all concrete above the surface being treated has been cast, the final finish shall be obtained by rubbing with a fine Carborundum stone and water. This rubbing shall continue until the entire surface is of a smooth texture and uniform color.

After the final rubbing is completed and the surface has dried, it shall be rubbed with burlap to remove loose powder and objectionable marks.

907-804.03.19.3.2--Spray Finish. Prior to the spray finish, the concrete shall be given a Class 1 finish in accordance with Subsection 907-804.03.19.2, supplemented if necessary with a grout meeting the requirements of Subsection 714.11 with fine aggregate modified to require 100 percent passing the No. 16 Sieve.

Grout shall be applied with burlap pads or float sponges, and as soon as the grout has dried the surface shall be brushed to remove all loose grout and the surface left smooth and free of air holes. Surfaces to be sprayed shall be free of efflorescence, flaking coatings, dirt, oil, and other foreign substances. Prior to application of the spray finish, the surfaces shall be free of moisture, as determined by sight and touch, and in a condition consistent with the manufacturer's published recommendations.

The spray finish material shall meet the requirements of Subsection 714.12 and shall be listed on of Approved Sources of Materials. The spray finish shall be applied with heavy duty spray equipment capable of maintaining a constant pressure as necessary for proper application. The material shall be applied as recommended by the manufacturer except the rate of application shall not be less than one gallon per 50 square feet of surface area without prior written approval of the Engineer.

The completed finish shall be tightly bonded to the structure and present a uniform appearance and texture equal to or better than a rubbed finish. If necessary, additional coats shall be sprayed to produce the desired surface texture and uniformity. Upon failure to adhere positively to the

structure without chipping or cracking or to attain the desired surface appearance, the coatings shall be completely removed and the surface given a rubbed finish in accordance with 907-804.03.19.3.1, or other approved methods shall be used to obtain the desired surface finish to the satisfaction of the Engineer without additional cost to the State.

907-804.03.19.4--Classes 3, 4, and 5 Finishes. If required, specifications for these finishes will be contained in the special provisions.

907-804.03.19.5--Class 6, Floated Surface Finish. After the concrete has been deposited in place, it shall be consolidated and the surface shall be struck off by means of a strike board and floated with a wooden or cork float. An edging tool shall be used on edges and expansion joints. The surface shall not vary more than 1/8 inch under a 10-foot straightedge. The surface shall have a granular or matte texture which will not be slick when wet.

907-804.03.19.6--Required Finishes for Various Surfaces.

907-804.03.19.6.1--General. Unless otherwise specified, the top surface of sidewalks, the top horizontal surfaces of footings, and top slabs of box bridges, box culverts, or other structures shall be given a Class 6 finish. All formed concrete surfaces shall be given a Class 1 finish, except on surfaces which are completely enclosed, such as the inside surfaces of cells of box girders, the removal of fins and form marks and the rubbing of mortared surfaces to a uniform color will not be required.

In reference to finishing, exposed surfaces are surfaces or faces which may be seen after all backfill has been placed. Exposed surfaces requiring a Class 2 finish shall be finished at least one foot below the ground line or the low water elevation, whichever is higher.

The Class 2 finish shall be made upon a Class 1 finish. After the removal of forms the Class 1 finish shall be completed and the rubbing of concrete shall be started as soon as the condition of the concrete will permit.

Bridge floors shall be finished in accordance with Subsection 907-804.03.19.7.

907-804.03.19.6.2--Finishing Formed Concrete Surfaces of Box Bridges, Box Culverts, Pipe Headwalls, and Minor Structures. The exposed surfaces of wing walls and parapets of box bridges and box culverts to be used as vehicular or pedestrian underpasses shall be given a Class 2 finish. Exposed surfaces of other box culverts or box bridges, pipe culvert headwalls, and other minor structures shall be given a Class 1 finish unless otherwise indicated on the plans.

The exposed surfaces of retaining walls including copings and parapets shall receive a Class 2 finish.

907-804.03.19.6.3--Finishing Formed Concrete Surface of Bridges. All formed concrete bridge surfaces which are exposed shall have a Class 1 or 2 finish as set forth herein unless designated otherwise on the plans.

Bridges with designated surfaces for Class 2 finish are classified as follows:

- Group A - Bridges over highways, roads and streets.
- Group B - Bridges over waterways and railroads.
- Group BB - Twin or adjacent bridges of Group B category.

When a Group B or BB bridge also spans a highway, road or street, exposed concrete surfaces shall be finished in accordance with Group A requirements.

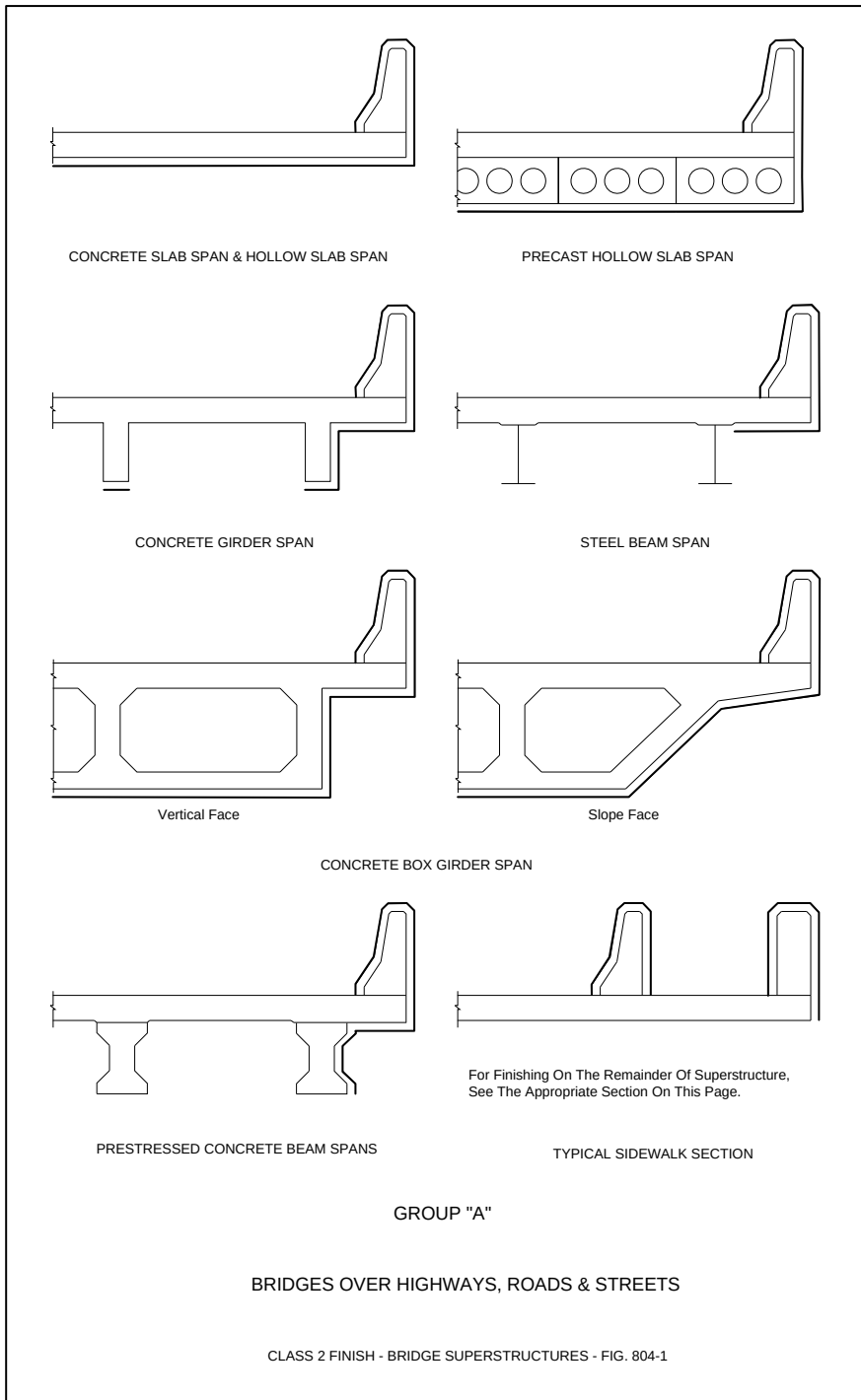
(A) Superstructures. Concrete surfaces to be given a Class 2 finish shall be the exposed surfaces of wings and rails and other exposed surfaces indicated by a double line in Figures 804-1, 804-2, and 804-3.

When a Group B or BB also spans a highway, road or street, the superstructure of spans over and extending one span in each direction beyond the lower level highway, road or street shall be given a Class 2 finish as shown for Group A.

(B) Substructures. Concrete surfaces to be given a Class 2 finish are as follows:

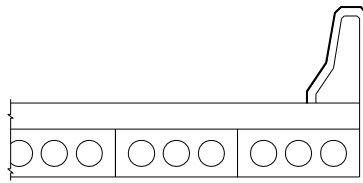
Group A. Exposed surfaces of abutments, end bents, end bent posts, wing walls, railing, retaining walls, parapets, copings, piers, columns, piles, caps, struts or walls between columns or piles, encasement of steel piles, arch rings and spandrel walls.

Group B and BB. Exposed surfaces of abutments, wing walls, end bent posts, railing, retaining walls, parapets and copings.

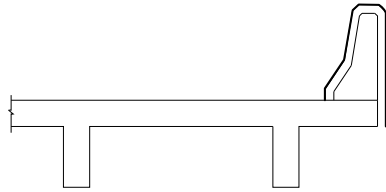




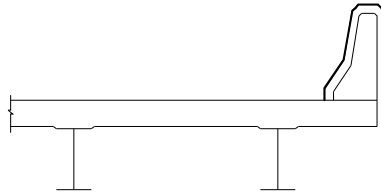
CONCRETE SLAB SPAN & HOLLOW SLAB SPAN



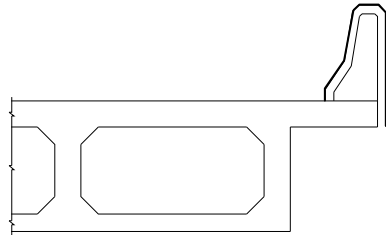
PRECAST HOLLOW SLAB SPAN



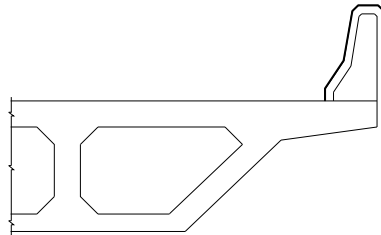
CONCRETE GIRDER SPAN



STEEL BEAM SPAN

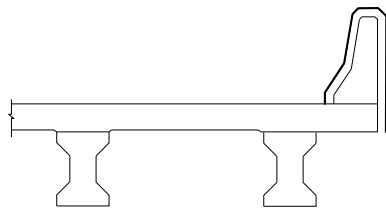


Vertical Face

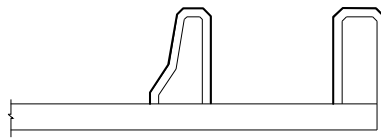


Slope Face

CONCRETE BOX GIRDER SPAN



PRESTRESSED CONCRETE BEAM SPANS

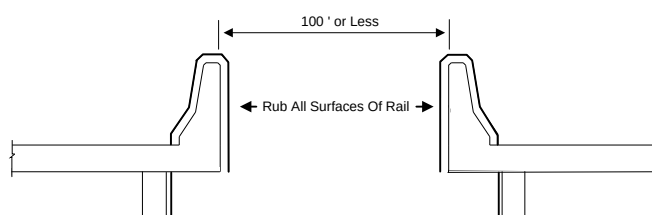


For Finishing On The Remainder Of Superstructure,
See The Appropriate Section On This Page.

TYPICAL SIDEWALK SECTION

GROUP "B"

BRIDGES OVER WATERWAYS AND BRIDGES OVER RAILROAD TRACKS



GROUP "B B" - ADJACENT BRIDGES

GROUP "B B"

TWIN or DUAL BRIDGES

CLASS 2 FINISH - BRIDGE SUPERSTRUCTURES - FIG. 804-3

907-804.03.19.7--Finishing Bridge Decks.

907-804.03.19.7.1--General. Concrete bridge decks shall be struck off and finished by the method(s) designated on the plans.

In the event a method is not designated, the Contractor may use either the longitudinal or transverse method subject to the requirements contained in these specifications.

Except when indicated otherwise on the plans, the finish of the bridge deck shall be either a belt finish, a broom finish, or one of the following drag methods: pan, double pan, burlap, or pan and burlap. Manual finishing of the bridge deck shall be performed only in areas inaccessible by the finishing equipment mounted to the strike-off screed, but shall not hinder the requirements for curing in accordance with Subsection 907-804.03.17.1. The surface texture specified and surface requirements shall be in accordance with the applicable requirements of Subsections 501.03.17 and 501.03.18 modified only as the Engineer deems necessary for bridge deck construction operations.

At no time shall water on the surface of the concrete from bleeding, fogging, curing, or other sources be worked into the concrete or used as an aid for finishing.

Regardless of the method of finishing selected, requirements for curing per Subsection 907-804.03.17 shall be completed within the specified time limits. If the requirements in Subsection 907-804.03.17 are not completed within the specific time limits, the Contractor shall cease operations, revise his operations up to and including acquiring new or additional equipment or additional personnel in order to satisfy the requirements in Subsection 907-804.03.17, and, on approval from the Engineer, resume operations

907-804.03.19.7.2--Longitudinal Method. The longitudinal method may be used for repairs to bridge decks or bridge widening projects. For bridge widening projects, curing in accordance with Subsections 907-804.03.17 shall be completed within 30 minutes of initial strike-off for bridges without skew and within 35 minutes of initial strike-off for bridges with skew.

The longitudinal method requires that the strike-off screed be supported on accurately graded and supported bulkheads or templates placed across the full width at the end(s) of the pour. Before the concrete is placed, approved fixed templates or wooden bulkheads of not less than 1¼-inch lumber shall be placed perpendicular to the centerline of the roadway, or in the case of skew bridges at the angle of skew. At least one dry run shall be made the length of each pour with a "tell-tale" device attached to the screed to assure the specified clearance to the reinforcing steel. The upper surface of the template or bulkheads shall be accurately set to conform to the required grade and crown.

Special attention shall be given to the gutter lines where the strike-off screed cannot reach. The gutters shall be finished by hand and tested with the straight edge. Floor drains shall be set lower than the finished gutter line and finished over. After initial set, the concrete shall be dished out and finished around the drains to form an outlet.

After the concrete has been deposited and rough graded, it shall be struck off by means of a strike-off screed resting on the bulkheads or fixed templates. The strike-off screed shall be of a type satisfactory to the Engineer and shall have sufficient strength to retain its shape under all working conditions. The final surface shall comply with the applicable requirements of Subsections 501.03.17.6 and 501.03.18, and unless otherwise specified in the contract, the final finish under this method shall be the belt finish.

In general, the overall strike-off screed should be trussed, with bracing heavy enough to support the weight of a man without deflecting, and should be adjustable for camber and correction of sag.

The strike-off screed will ride on the bulkheads or fixed templates at the ends of the section being finished. Care shall be taken to see that the bulkhead or fixed template elevations are accurately set since the entire span surface will be controlled by them. The manipulation of the screed shall be such that neither end is raised from the bulkheads or templates during the process.

The concrete shall be struck off by beginning at one curb and proceeding entirely across the span. A slight excess of concrete shall be kept in front of the cutting edge at all times. This operation shall be repeated at least three times. In each case, the strike-off screed shall be picked up and carried back to the point of beginning. No backward strokes will be allowed. The strike-off screed shall be moved along the bulkheads or fixed templates with a combined longitudinal and transverse motion. This operation may be manual or mechanical. Standing or walking in the fresh concrete ahead of the strike-off screed will not be permitted.

907-804.03.19.7.3--Transverse Method. The transverse method requires that the screeding equipment be supported on accurately graded and supported rails placed beyond the gutter lines and parallel with the centerline of the bridge.

The machine shall be so constructed and operated as to produce a bridge deck of uniform density with minimum manipulation of the fresh concrete and achieved in the shortest possible time. Manual transverse methods of screeding will not be permitted.

The finishing machine shall be supported on vertically adjustable rails set a sufficient distance from the gutter line to allow free movement of the screed from gutter line to gutter line. Satisfactory means of load distribution with minimum rail deflection shall be provided. The screed rails for a deck pour shall be completely in place for the full length of the pour and shall be firmly secured prior to placing concrete. The screed rails shall be adjusted as necessary to compensate for settlement and deflection occurring during the screeding operations. Supports for the screed rail shall be located directly over slab overhang support brackets as referenced in Subsection 907-804.03.14.1.

At least one dry run shall be made the length of each pour with a "tell-tale" device attached to the screed carriage to assure the specified clearance to the reinforcing steel.

The screed shall be equipped with a metal cutting edge or other approved mechanical means for accurately fine grading the plastic concrete to the required grade and surface smoothness and shall be supported by a bridging structure sufficiently rigid and heavy to perform operations

satisfactorily on concrete of minimum slump without vibration, distortion, and wrecking of forms. The screed shall be mechanically actuated to deliver the screeding action and for travel in a longitudinal direction at a uniform rate along the bridge deck.

The screed shall complete sufficient passes to strike off all of the excess concrete with ample mortar along the entire leading edge to assure filling of low spots. Care shall be taken to remove all objectionable material from the gutters where final hand finishing will be required.

The selection of the transverse method may require the Contractor to furnish bridge deck concrete which contains an approved water-reducing set-retarding admixture in the quantities approved by the Engineer at no additional cost to the State. See Subsection 713.02 for more information.

Other finishing requirements shall be in accordance with the general requirements in Subsection 907-804.03.19.7.1 and as specified on the plans.

907-804.03.19.7.4--Acceptance Procedure for Bridge Deck Smoothness. After the bridge decks and bridge end slabs are completed and preferably before the construction of the bridge railing, they shall be tested for ride quality using a Contractor furnished profilograph. Profile Index Values shall be determined in accordance with Department SOPs and these specifications. The profilograph shall meet the requirements of Subsection 907-804.03.19.7.5. Profiles will be obtained in the wheel paths of the main thru lanes and, where conditions allow, in the wheel paths of any auxiliary lanes or tapers. Profile Index Values for bridge decks and bridge end slabs shall be obtained for all state roads with four lanes or more, on state roads three lanes or less where the current traffic count is 2000 ADT or higher, or as designated on the plans. Ride quality tests will begin at a point where the rearmost wheel of the profilograph is as close to the beginning of the bridge end slab as possible and shall proceed forward across the remainder of the bridge end slab, across the bridge deck and continue across the next bridge end slab to a point where the front-most wheel of the profilograph reaches the far-most edge of the bridge end slab. Bridges and bridge end slabs not requiring a ride quality test must meet a 1/8 inch in 10-foot straightedge requirement in longitudinal and transverse directions. Bridges in horizontal curves having a radius of less than 1000 feet at the centerline and bridges within the superelevation transition of such curves are excluded from a test with the profilograph.

The Profile Index Value for bridge decks including the bridge end slabs shall be averaged for the left and right wheel path for each lane and where applicable, each auxiliary lane and taper, and shall not exceed 65 inches per mile for each lane. Auxiliary lanes, tapers, shoulders and other areas that are not checked with the profilograph, shall meet a 1/8 inch in 10-foot straightedge check made transversely and longitudinally across the deck or slab. In addition, individual bumps or depressions exceeding 0.3 of an inch, when measured from a chord length of 25 feet, shall be corrected and the surface shall meet a 1/8 inch in 10-foot straightedge check made transversely across the deck or slab.

Bridge decks and bridge end slabs not meeting the preceding requirements shall be corrected. Corrective work shall be done at no additional cost to the Department. Corrective work shall consist of grinding the bridge deck in accordance with this specification. All corrective work shall precede final surface texturing. After completion of final surface texturing, all surface areas

corrected by grinding shall be sealed with a nonstaining 40% minimum alkylalkoxysilane penetrating sealant applied per the manufacturer's directions.

In case the bridge end slabs are to be constructed on a future project, the bridge deck(s) alone shall be tested for ride quality using the acceptance procedure outlined above, except that the ride quality test will begin at a point where the rearmost wheel of the profilograph is as close to the beginning of the bridge as possible and shall proceed forward across the bridge deck to a point where the front-most wheel of the profilograph reaches the far-most edge of the bridge.

Expansion joint installation shall be delayed and the joint temporarily bridged to facilitate operation of the profilograph and grinding equipment across the joint wherever feasible.

It shall be the Contractor's responsibility to schedule profilograph testing. The Contractor shall notify the Department at least five (5) days in advance of profilograph testing. The Contractor shall ensure that the area to be tested has been cleaned and cleared of all obstructions. Profilograph testing of bridge decks and bridge end slabs shall be performed by the Contractor under supervision of the Engineer. All profilograph testing shall be performed at no additional cost to the Department. The Contractor will be responsible for traffic control associated with this testing operation.

907-804.03.19.7.4.1--Grinding Bridge Decks.

907-804.03.19.7.4.1.1--Equipment. The grinding equipment shall be a power driven, self-propelled machine that is specifically designed to smooth and texture portland cement concrete pavement with diamond blades. The effective wheel base of the machine shall not be less than 12.0 feet. It shall have a set of pivoting tandem bogey wheels at the front of the machine and the rear wheels shall be arranged to travel in the track of the fresh cut pavement. The center of the grinding head shall be no further than 3.0 feet forward from the center of the back wheels.

The equipment shall be of a size that will cut or plane at least 3.0 feet wide. It shall also be of a shape and dimension that does not encroach on traffic movement outside of the work area. The equipment shall be capable of grinding the surface without causing spalls at cracks, joints, or other locations.

907-804.03.19.7.4.1.2--Grinding. The grinding areas will be determined by the Contractor and approved by the Engineer. The Contractor shall develop and submit to the Engineer for approval a Grinding Plan. The Contractor shall allow up to 45 days for the Department to review the Plan prior to starting any grinding operations. This plan shall include as a minimum:

- 1) Name of the project superintendent in responsible charge of the grinding operation.
- 2) List and description of all equipment to be used.
- 3) Maximum depth of each pass allowed by the grinding equipment.
- 4) Maximum width of each pass allowed by the grinding equipment.
- 5) Details of a sequence of the grinding operation.
- 6) Complete data from Profilograph runs, based on a 0.3 inch bump height, for each wheel path over the entire bridge including bridge end slabs, which shall include profile index,

bump locations (in stations), bump heights and proposed final cross-slopes. When a computerized profilograph is used, a complete printout of the profile including the header information for each wheel path will be required.

- 7) Data showing reinforcing steel clearance in all areas to be ground.
- 8) A detailed drawing of the deck showing areas to be ground with station numbers and grinding depths clearly indicated.
- 9) A description of grinding in areas where drains are in conflict with grind areas.
- 10) Details of any changes in deck drainage, anticipated ponding, etc.

The Engineer will evaluate the grinding plan for conformance with the plans and specifications, after which the Engineer will notify the Contractor of any additional information required and/or changes that may be needed. Any part of the plan that is unacceptable will be rejected and the Contractor shall submit changes for reevaluation. All approvals given by the Engineer shall be subject to trial and satisfactory performance in the field, and shall not relieve the Contractor of the responsibility to satisfactorily complete the work.

The construction operation shall be scheduled and proceed in a manner that produces a uniform finished surface. Grinding will be accomplished in a manner that eliminates joint or crack faults while providing positive lateral drainage by maintaining a constant cross-slope between grinding extremities in each lane. Auxiliary or ramp lane grinding shall transition as required from the mainline edge to provide positive drainage and acceptable riding surface.

The operation shall result in a finished surface that conforms as close as possible to the typical cross-section and the requirements specified in Subsection 907-804.03.19.7.4.1.3.

The Contractor shall establish positive means for removal of grinding residue. Residue shall not be permitted to flow across lanes used by public traffic or into gutters or drainage facilities.

907-804.03.19.7.4.1.3--Final Surface Texture. The grinding process shall produce a finish surface that is as close as possible to grade and uniform in appearance with a longitudinal line type texture. The line type texture shall contain parallel longitudinal corrugations that present a narrow ridge corduroy type appearance. The peaks of the ridges shall be approximately 1/16 inch higher than the bottoms of the grooves with approximately 53 to 57 evenly spaced grooves per foot. Grinding chip thickness shall be a minimum of 0.080 inches thick.

The finished bridge decks and bridge end slabs shall be retested for riding quality using a Contractor furnished profilograph meeting the requirements of Subsection 907-804.03.19.7.5. The finished results shall meet the following conditions:

- (a) Individual bumps or depressions shall not exceed 0.3 inches when measured from a chord length of 25 feet.
- (b) The final index value for the bridge deck and bridge end slabs shall be an average of both the right and left wheel paths of each lane and shall not exceed 65 inches per mile.

The final profilogram will be furnished to the Engineer for informational purposes.

907-804.03.19.7.5--Profilograph Requirements. The smoothness of the bridge deck will be determined by using a California Profilograph to produce a profilogram (profile trace) at each designated location. The surface shall be tested and corrected to a smoothness index as described herein with the exception of those locations or specific projects that are excluded from a smoothness test with the profilograph.

The profilograph, furnished and operated by the Contractor under supervision of the Engineer, shall consist of a frame at least 25 feet in length supported upon multiple wheels having no common axle. The wheels shall be arranged in a staggered pattern so that no two wheels will simultaneously cross the same bump. A profile is to be recorded from the vertical movement of a sensing mechanism. This profile is in reference to the mean elevation of the contact points established by the support wheels. The sensing mechanism, located at the mid-frame, may consist of a single bicycle-type wheel or a dual-wheel assembly consisting of either a bicycle-type (pneumatic tire) or solid rubber tire vertical sensing wheel and a separate bicycle-type (pneumatic tire) longitudinal sensing wheel. The wheel(s) shall be of such circumference(s) to produce a profilogram recorded on a scale of one (1) inch equal to 25 feet longitudinally and one (1) inch equal to one (1) inch (full scale) vertically. Motive power may be provided manually or by the use of a propulsion unit attached to the center assembly. In operation, the profilograph shall be moved longitudinally along the pavement at a speed no greater than 3 MPH so as to reduce bounce as much as possible. The testing equipment and procedure shall comply with the requirements of Department SOP.

The Contractor may elect to use a computerized version of the profilograph in lieu of the standard profilograph. If the computerized version of the profilograph is used, it shall meet the requirements of Subsection 907-804.03.19.7.5.1.

907-804.03.19.7.5.1--Computerized Profilograph.

907-804.03.19.7.5.1.1--General The computerized profilograph, furnished and operated by the Contractor under the supervision of the Engineer, shall be equipped with an on-board computer capable of meeting the following conditions.

Vertical displacement shall be sampled every three (3) inches or less along the bridge deck. The profile data shall be bandpass filtered in the computer to remove all spatial wavelengths shorter than two (2) feet. This shall be accomplished by a third order, low pass Butterworth filter. The resulting band limited profile will then be computer analyzed according to the California Profilograph reduction process to produce the required inches per mile index. This shall be accomplished by fitting a linear regression line to the length of bridge. This corresponds to the perfect placement of the blanking band bar by a human trace reducer. Scallop above and below the blanking band are then detected and totaled according to the California protocol. Bump/Dip analysis shall take place according to the California Profilograph reduction process.

The computerized profilograph shall be capable of producing a plot of the profile and a printout which will give the following data: Stations every twenty five (25) feet, bump/dip height and bump/dip length of specification (3/10 of an inch and 25 feet respectively), the blanking band width, date of measurement, total profile index in inches per mile for the measurement, total length

of the measurement, and the raw inches for each segment.

907-804.03.19.7.5.1.2--Mechanical Requirements. The profilograph shall consist of a frame twenty five (25) feet long supported at each end by multiple wheels. The frame shall be constructed to be easily dismantled for transporting. The profilograph shall be constructed from aluminum, stainless steel and chromed parts. The end support wheels shall be arranged in a staggered pattern such that no two wheels cross a transverse joint at the same time. The relative smoothness shall be measured by the vertical movement of an eight (8) inch or larger diameter sensing wheel at the midpoint of the 25-foot frame. The horizontal distance shall be measured by a twenty (20) inch or larger diameter pneumatic wheel. This profile shall be the mean elevation referenced to the twelve points of contact with the pavement established by the support wheels. Recorded graphical trace of the profile shall be on a scale of one inch equals one inch (full scale) vertical motion of the sensing wheel and one inch equals 25 feet horizontal motion of the profilograph.

907-804.03.19.7.5.1.3--Computer Requirements. The computer shall have the ability to produce output on sight for verification. The computerized output shall indicate the profile index for each specified section of bridge deck. Variable low and high pass third-order Butterworth filtering options shall be available. The printout shall be capable of showing station marks automatically on the output. Blanking band positioning for each specified section of the bridge deck shall be placed according to the least squares fit line of the collected data. Variable bump and dip tests shall be available to show “must correct” locations on the printout. The computer must have the ability to display on screen “must correct” conditions and alert the user with an audible warning when a “must correct” location has been located. The computer must have the ability to store profile data for later reanalysis. The measurement program must be menu driven and PC compatible. User selected options, identification, calibration factors, and time and date stamps shall be printed at the top of each printed report for verification. The control software must be upgradeable. A power source shall be included for each profilograph and be capable of supplying all power needs for a full days testing.

907-804.03.19.8--Finishing Horizontal Surfaces of Footings or Top Slabs of Box Bridges, Culverts, or Other Structures. The finishing of horizontal surfaces of footing or top slabs of box bridges, culverts, or other structures shall be achieved by placing an excess of material in the form and removing or striking off the excess with a template, forcing the coarse aggregate below the mortar surface. After the concrete has been struck off the surface shall be given a Class 6 finish.

907-804.03.19.9--Finishing Exposed Surfaces of Sidewalks. After the concrete has been deposited in place it shall be consolidated and the exposed surface shall be given a Class 6 finish. An edging tool of the required radius shall be used on all edges and at all expansion joints. The surface shall have a granular texture which will not be slick when wet.

Sidewalk surfaces shall be laid out in blocks with an approved grooving tool as shown on the plans or as directed.

907-804.03.20--Opening Bridges.

907-804.03.20.1--Public Traffic. Unless otherwise specified, concrete bridge decks shall be closed to public highway traffic for a period of at least 21 days after placing concrete.

907-804.03.20.2--Construction Traffic. Unless otherwise specified, concrete bridge decks shall be closed to construction traffic for the time required for curing in Subsection 907-804.03.17 and the minimum required compressive strength for the concrete placed is obtained.

907-804.03.21--Final Cleanup. Upon completion of the work all equipment, surplus materials, forms, and waste material shall be removed, the bridge cleaned, and the site of the work given a final cleanup.

907-804.03.22--Precast-Prestressed Concrete Bridge Members.

907-804.03.22.1--General. All installations and plants for the manufacture of precast-prestressed bridge members shall be PCI (Precast / Prestressed Concrete Institute) Certified. Bridge members manufactured in plants or installations not so approved will not be accepted for use in the work. The Contractor or other manufacturer shall employ a technician skilled in the adopted system of prestressing to supervise the manufacturing operations. This technician shall be certified according to the guidelines of this specification. The Contractor shall develop and implement a Quality Control Program as per Division I of PCI Quality Control Manual, 4th Edition. The Quality Control Program shall be submitted to the District Materials Engineer for approval.

907-804.03.22.2--Stressing Requirements. The jacks for stressing shall be equipped with accurate calibrated gauges for registering the jacking pressure. Means shall be provided for measuring elongation of strands to at least the nearest 1/16 inch.

Prior to beginning work, the Contractor or manufacturer shall have all jacks to be used, together with their gauges, calibrated by an approved laboratory. All jacks and gauges shall have an accuracy of reading within two percent. The testing agency shall furnish the Engineer a statement certifying that the jacks and gauges meet this requirement. During the progress of the work, if a gauge appears to be giving erratic results or if the gauge pressure and elongations indicate materially differing stresses, recalibration will be required.

Calibration of jacks and gauges shall be repeated at intervals deemed necessary by the Engineer. These intervals for calibration shall not exceed one year.

Shop drawings of prestressed beams, including an erection plan, shall be submitted in duplicate to the Bridge Engineer for approval prior to manufacture of members.

907-804.03.22.2.1--Methods. Plans for the particular bridge members will show prestressing by one of the following methods:

(A) Pretensioning. The prestressing strands are stressed initially. After the concrete is placed, cured, and has attained the compressive strength shown on the plans, the stress is transferred to the member. The method used for pretensions shall be in accordance to Division V of PCI Quality Control Manual, 4th Edition.

(B) Posttensioning. The posttensioning tendons are installed in voids or ducts and are stressed and anchored after development of the compressive strength specified on the plans. The voids or ducts are then pressure grouted.

(C) Combined Method. Part of the reinforcing is pretensioned and part posttensioned. Under this method all applicable requirements for the two methods specified shall apply to the respective stressing elements being used.

907-804.03.22.2.2--Alternate Details for Prestressed Members. In the event that the Contractor / Manufacturer desires to use materials or methods that differ in any respect from those shown on the plans or described in these specifications, the Contractor shall submit for approval full plan details on acceptable tracings suitable for reproduction and specifications which shall become the property of the Department. In order for alternate materials and/or methods to be considered, they will be required to comply fully with the following:

- A. Provisions equal to those stipulated in these specifications.
- B. Current AASHTO Specifications.
- C. Recommendations of materials manufacturer.
- D. Camber tolerance of beams and spans shown on plans.

Note: Alternate materials and methods will not be authorized on Federal-Aid Projects.

The Engineer shall be the sole judge as to the adequacy and propriety of any variation of materials or methods.

907-804.03.22.2.3--Stressing Procedure.

(A) General. Stressing shall be performed by suitable jacks working against unyielding anchorages and capable of maintaining the required stress for an indefinite period without movement or yielding. Strands may be stressed singularly or in a group.

The tension to be applied to each strand shall be as shown on the plans. The tension shall be measured by both jacking gauges and elongations in the strands and the result shall check within close limits.

It is anticipated that there will possibly be a difference in indicated tension between jack pressure and elongation of about five (5) percent. In this event, the discrepancy shall be placed on the side of slight overstress rather than understress.

In the event of an apparent discrepancy between gauge pressure and elongation of as much as five (5) percent, the entire operation shall be carefully checked, and the source of error determined before proceeding further.

Elongation is to be measured after the strands have been suitably anchored, and all possible slippage at the anchorages has been eliminated.

In all stressing operations, the stressing force shall be kept as nearly symmetrical about the vertical axis of the member as practicable.

(B) Pretensioning. All strands to be prestressed shall be brought to a uniform initial tension prior to being given their full pretensioning. This uniform initial tension of approximately 1000 to 2000 pounds shall be measured by suitable means such as a dynamometer so that its value can be used as a check against elongation computed and measured.

After the initial tensioning, the strand or group shall be stressed until the required elongation and jacking pressure is within the limits specified.

When the strands are stressed in accordance with the plan requirements and these specifications and all other reinforcing is in place, the concrete shall be placed in the prepared forms.

Strand stress shall be maintained until the concrete between anchorages has attained the required compressive strength as determined by cylinder tests, after which the strands shall be cut off flush with the ends of column members, and cut as shown on the plans for beams, girders, etc. Strands shall be cut or released in such a manner that eccentricity of prestress will be kept to a minimum and no damage to the member will result. The strand cutting pattern shall be as shown on the plans or as approved by the Bridge Engineer.

(C) Posttensioning. For all posttensioning tendons/bars the anchor plates shall set exactly normal in all directions to the axis of the tendon/bar. Parallel wire anchorage cones shall be recessed within the beams. Tensioning shall not take place until the concrete has reached the compressive strength shown on the plans.

Elongation and jacking pressures shall make appropriate allowance for all possible slippage or relaxation of the anchorage. Posttensioning tendons/bars shall be stressed in the order and manner shown on the plans.

The units shall be tensioned until the required elongations and jacking pressures are attained and reconciled within the limits specified in Subsection 907-804.03.22.2.3(A) with such overstresses as approved by the Engineer for anchorage relaxation.

Independent references shall be established adjacent to each anchorage to indicate any yielding or slippage that may occur between the time of initial stressing and final release of the strands.

Straight tendons/bars may be tensioned from one end. Unless otherwise specified, curved tendons shall be stressed by jacking from both ends of the tendons.

(D) Combined Method. In the event that girders are manufactured with part of the reinforcement pretensioned and part posttensioned, the applicable portions of the requirements listed herein shall apply to each type.

907-804.03.22.3--Manufacture.

907-804.03.22.3.1--Forms. The forms used for precast-prestressed bridge members shall meet the requirements of Division II of the PCI Quality Control Manual, 4th Edition.

907-804.03.22.3.2--Placing and Fastening Steel. Placing and fastening of all steel used for precast-prestressed bridge members shall meet the requirements of Division V of the PCI Quality Control Manual, 4th Edition.

907-804.03.22.3.3--Holes for Prestressing Tendons/Bars. Holes provided in girders for prestressing tendons/bars shall be formed by means of inflatable rubber tubing, flexible metal conduit, metal tubing, or other approved means.

907-804.03.22.4--Placing and Curing Concrete.

907-804.03.22.4.1--Placing. The placing of concrete shall meet the applicable requirements of Division III of PCI Quality Control Manual, 4th Edition.

907-804.03.22.4.2--Curing. Initial and accelerated curing of all members shall meet the applicable requirements of Division IV of PCI Quality Control Manual, 4th Edition except for the following listed requirements.

The source of heat for accelerated cure shall be steam. Calibrated thermocouples shall be implanted into the concrete members to monitor areas expected to have maximum and minimum heat. Curing methods and procedures listed in the prestress producer's PCI Quality System Manual shall be approved by the Department before their implementation.

907-804.03.22.4.3--Removal of Side Forms. Side forms may be removed after the concrete has attained sufficient strength to maintain a true section. In order to obtain "sufficient strength", it may be necessary to cure members for 12 hours or more as prescribed in Subsection 907-804.03.22.4.2, or to attain a minimum compressive strength of 1000 psi.

If high-early-strength concrete is obtained by use of low slump (0 to 1.5-inch) concrete, vacuum process, or other approved methods, side forms may be removed earlier; however, approval of the methods and revision from normal schedules will be made only after inspections by the District Materials Engineer and Materials Division have determined that satisfactory results will be attained by the methods and schedules proposed.

907-804.03.22.4.4--Grouting. The holes through posttensioned members in which the tendons are installed shall be equipped with approved grouting vents. All prestressing tendons to be bonded shall be free of dirt, loose rust, grease, or other deleterious substances. Before grouting, the ducts shall be free of water, dirt, and other foreign substances. The ducts shall be blown out with compressed air until no water comes through the ducts. For long members with draped tendons an open tap at low points may be necessary. After completion of stressing, the annular space between sides of tendon and sides of hole shall be grouted as set in the following paragraphs.

With the grouting vent open at one end of the core hole, grout shall be applied continuously under moderate pressure at the other end until all entrapped air is forced out through the open grout vent, as evidenced by a steady stream of grout at the vent. Whereupon, the open vent shall be closed under pressure. The grouting pressure shall be gradually increased to a refusal of at least 75 psi and held at this pressure for approximately 10 seconds, and the vent shall then be closed under this pressure.

Portland cement grout shall consist of a mixture of:

- 1 part Type 1 portland cement
- 1/4 part fly ash
- 3/4 part washed sand *
- 4 to 6 gallons of water per bag of cement.

* all passing No. 16 sieve and not more than 5% retained on No. 30

Water-reducing admixtures, subject to approval by the Engineer, shall be used in accordance with the manufacturer's recommendations.

The grout shall be mixed in a mechanical mixer, shall have the consistency of heavy paint, and shall be kept agitated until placed.

Members shall not be moved before the grout has set, ordinarily at least 24 hours at 80°F or higher.

907-804.03.22.5--Finishing and Marking. Units shall be given a Class 1 finish at the plant and shall be given a Class 2 finish after erection when required.

Recesses in girders at end of diaphragm bars, holes left by form ties, and other surface irregularities shall be carefully cleaned and patched with an approved non-shrink commercial grout or a non-shrinkage mortar of the following composition:

- 1 part Type 1 portland cement
- 1 1/2 to 2 parts fine sand
- 1/2 to 3/4 ounces aluminum powder per bag of cement
- Approved admixture per Subsection 713.02.
- Sufficient water to produce a workable but rather stiff mix.

The units shall be clearly marked in accordance with Department's *Materials Division Inspection, Certification and Testing Manual*.

907-804.03.22.6--Handling, Storage, and Installation. Posttensioned members may be handled immediately after completion of stressing and grout has set. Pretensioned members may be handled immediately after release of tensioning. In either case, the members shall have developed a minimum compressive strength of 4000 psi prior to handling. In the event stressing is not done in a continuous operation, members shall not be handled before they are sufficiently stressed, as determined by the Engineer, to sustain all forces and bending moments due to handling. In the

handling, storage, and transporting of beams or girders, they shall be maintained in an upright position (position as cast) at all times and shall be picked up from points within distance from beam ends equal to beam depth or at pick-up points designated on the plans. Disregard of this requirement and dropping of units may be cause for rejection, whether or not injury to the unit is apparent. Piles shall be picked up and loaded for shipment at points shown by the suspension diagram on the plans. Extreme care shall be used in handling and storing piles to prevent damage. The dropping of a pile may be cause for rejection of same, whether or not there is apparent injury to the member.

Care shall be exercised during the storage, hoisting, and handling of precast units to prevent damage. Damaged units shall be replaced by the Contractor at no additional costs to the State.

When members are stacked for storage, each layer shall be supported at or near the pick-up points. Supports shall be carefully placed in a vertical line in order that the weight of any member will not stress an underlying member. To prevent damage in moving members it is suggested that rigid supports be covered with a cushion of wood or other resilient material.

Members shall not be transported until at least one day after the concrete has reached a compressive strength of 5000 psi or greater strength when shown on the plans.

Piles used in salt water shall not be driven until concrete is seven days old, and air-entrained concrete shall be used in such piles.

After prestressed concrete voided slab units are set, doweled and bolted in their final position the keyways and dowel holes shall be filled with an approved non-shrink grout. Traffic shall not be permitted on the spans for 24 hours after grouting, and heavy construction equipment exceeding 15 tons will not be permitted on the spans for a period of 72 hours after grouting.

Adjacent slab units that mismatch more than one-fourth inch shall be adjusted prior to grouting of the shear keys. The maximum deviation from cross-section and grade (exclusive of camber) at any point shall not exceed one-fourth inch; and when the surface is checked with a ten-foot straightedge applied both parallel and perpendicular to the centerline, the variance shall not exceed one-fourth inch.

In addition to the requirements set out in this section, the applicable requirements of Section 803 shall apply.

907-804.03.22.7--Tolerances for Accepting Precast Prestressed Concrete. Member shall meet the dimension tolerances set by Division VII of PCI Quality Control Manual, 4th Edition.

907-804.03.22.8--Testing of Materials. Concrete and aggregate testing shall meet the requirements of Division VI of PCI Quality Control Manual, 4th Edition, except that the concrete mixture design shall meet the requirements of Subsection 907-804.02.10. Also, in addition to concrete compressive tests samples made for detensioning and 28-day strength, test samples shall be made and tested in order to prove compliance to the requirements of Subsection 907-804.03.22.6 for handling and shipping prestressed members. Compressive strength test cylinders

for detensioning, handling and shipping shall receive the same type curing as the prestressed members for which they represent. Compressive strength samples shall be made each day for each prestress casting bed.

907-804.03.22.9--Testing Personnel. Technicians testing portland cement concrete used in the production of precast-prestressed members shall be PCI Quality Control Technician/Inspector Certified. Each producer of precast-prestressed members shall have at least one PCI Level II certified technician on site during production for Department projects.

907-804.03.22.10--Documentation. The Precast-Prestressed Producer for each precast-prestressed concrete bridge member shall maintain documentation as set forth in the Department's *Materials Division Inspection, Certification and Testing Manual*. Testing and inspection record forms shall be approved by the Central Laboratory and as a minimum contain information listed in Division VI of PCI Quality Control Manual, 4th Edition.

907-804.03.22.11--Use in the Work. Before any precast-prestressed member is incorporated into the work, documentation as described in Subsection 907-804.03.22.10 is required along with visual inspection of the member at the bridge construction site. Project Office personnel as per the Department's *Materials Division Inspection, Certification and Testing Manual* will make visual inspection of the precast-prestressed member at the bridge construction site.

907-804.04--Method of Measurement. Concrete, complete and accepted, will be measured in cubic yards. The concrete volume will be computed from the neat dimensions shown on the plans, except for such variations as may be ordered in writing by the Engineer. The quantity of concrete involved in fillets, scorings, and chamfers one square inch or less in cross-sectional area will be neglected. Deductions shall be made for the following:

- (1) The volume of structural steel, including steel piling encased in concrete.
- (2) The volume of timber piles encased in concrete, assuming the volume to be 0.80 cubic foot per linear foot of pile.
- (3) The volume of concrete piles encased in concrete.

No deduction will be made for the volume of concrete displaced by steel reinforcement, floor drains, or expansion joint material that is one inch or less in width normal to the centerline of the joint. Where railing is bid as a separate item, that portion of the railing above the top of the curb, above the surface of the sidewalk, or above the bridge roadway, as the case may be, will not be included in the measurement of concrete, but will be measured as railing. Massive pylons or posts which are to be excepted from payment for railing and are intended to be measured for as concrete will be so noted on the plans.

When shown on the plans or directed by the Engineer, concrete placed as a seal for cofferdams will be measured by the cubic yard actually in place, except that no measurement will be made of seal concrete placed outside of an area bounded by vertical planes 18 inches outside the neat lines of the footing as shown on the plans or as directed and parallel thereto.

Reinforcing steel will be measured and paid for in pounds as set out in Section 805.

Unless otherwise specified, structural steel will be measured and paid for as set out in Section 810.

Excavation for bridges will be measured and paid for as in Section 801.

Piling will be measured and paid for as set out in Sections 802 and 803.

Railing will be measured and paid for as set out in Section 813.

Prestressed concrete beams and plank will be measured by the linear foot.

Prestressed concrete voided slab units, interior and exterior with railing, and precast concrete caps, intermediate and end cap with winged abutment wall, of the size and type specified will be measured by the unit complete in place and accepted. Railing, winged abutment walls, grout, tie rods, nuts, washers, bearing pads and other appurtenances will not be measured for separate payment.

907-804.05--Basis of Payment. Concrete will be paid for at the contract unit price per cubic yard for the class or classes specified, complete in place. Prestressed concrete beams and plank will be paid for at the contract unit per linear foot of specified size and type.

Prestressed concrete voided slab units and precast caps will be paid for at the contract unit price per each for the specified types and sizes, complete in place and accepted; which price shall be full compensation for furnishing, hauling and erecting the members; including all prestressing reinforcement and other reinforcement in the members. Payment at the contract unit prices bid shall be full compensation for furnishing all materials, equipment, tools, labor and incidentals necessary to complete the work.

Payment will be made under:

907-804-A: Bridge Concrete, Class ____	- per cubic yard
907-804-B: Box Bridge Concrete, Class ____	- per cubic yard
907-804-C: <u>Length</u> Prestressed Concrete Beam, Type ____	- per linear foot
907-804-D: <u>Length</u> Prestressed Concrete Plank	- per linear foot
907-804-E: <u>Length</u> Prestressed Concrete Voided Slab, <u>Size</u> Interior	- per each
907-804-F: <u>Length</u> Prestressed Concrete Voided Slab, <u>Size</u> Exterior	- per each
907-804-G: <u>Length</u> Precast Concrete Caps, End Unit with Wall	- per each
907-804-H: <u>Length</u> Precast Concrete Caps, Intermediate Unit	- per each

Contract Progress Schedule
Fourth Street Roadway Improvements - Phase II
 HPP-7194-00(003) LPA/105845-801000
 City of Hattiesburg, Forrest County

[illegible]

SECTION 905 PROPOSAL

Date _____

Forrest County _____, Mississippi

Sirs: The following proposal is made on behalf of _____
of _____
for constructing the following designated project(s) within the time(s) hereinafter specified.

The plans are composed of drawings and blue prints on file in the offices of:

The Specifications are the current Standard Specifications of the Mississippi Department of Transportation approved by the Federal Highway Administration, except where superseded or amended by the plans, Special Provisions and Notice(s) to Bidders attached hereto and made a part thereof.

I (We) certify that I (we) possess a copy of said Standard and Supplemental Specifications.

Evidence of my (our) authority to submit the Proposal is hereby furnished. The proposal is made without collusion on the part of any person, firm or corporation. I (We) certify that I (we) have carefully examined the Plans, the Specifications, including the Special Provisions and Notice(s) to Bidders, herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Notice(s) to Bidders, and Plans, I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (We) understand that the quantities mentioned herein 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, in accordance with the above.

Attached hereto is a certified check, cashier's check or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law).

INSTRUCTION TO BIDDERS: Alternate and Optional Items on Bid Schedule.

1. Two or more items entered opposite a single unit quantity WITHOUT DEFINITE DESIGNATION AS "ALTERNATE ITEMS" are considered as "OPTIONAL ITEMS". Bidders may or may not indicate on bids the Optional Item proposed to be furnished or performed WITHOUT PREJUDICE IN REGARD TO IRREGULARITY OF BIDS.
2. Items classified on the bid schedule as "ALTERNATE ITEMS" and/or "ALTERNATE TYPES OF CONSTRUCTION" must be preselected and indicated on bids. However, "Alternate Types of Construction" may include Optional Items to be treated as set out in Paragraph 1, above.
3. Optional items not preselected and indicated on the bid schedule MUST be designated in accordance with Subsection 102.06 prior to or at the time of execution of the contract.
4. Optional and Alternate items designated must be used throughout the project.

I (We) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Specifications and to give such work my (our) personal attention in order to see that it is economically performed.

SECTION 905 PROPOSAL (Continued)

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

I (We) enclose a certified check, cashier's check or bid bond for **five percent (5%) of the total bid** and hereby agree that in case of my (our) failure to execute the contract and furnish bonds within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the Local Public Agency as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

Bidder acknowledges receipt of and has added to and made a part of the proposal and contract documents the following addendum (addenda):

ADDENDUM NO. _____	DATED _____	ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____	ADDENDUM NO. _____	DATED _____

TOTAL ADDENDA: _____
(Must agree with total addenda issued prior to opening of bids)

Respectfully Submitted,

DATE _____

Contractor

BY _____
Signature

TITLE _____

ADDRESS _____

(To be filled in if a corporation)

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

Address

Secretary

Address

Treasurer

Address

The following is my (our) itemized proposal.

Revised 11/2008

SECTION 905 PROPOSAL (Bid Sheet No. 3-7)

PROJECT NUMBER: HPP-7194-00(003) LPA / 105845-801000

COUNTY: FORREST

PROJECT DESCRIPTION: FOURTH STREET ROADWAY IMPROVEMENTS PROJECT - PHASE II

I (We) agree to complete the entire project within the specified contract time.

*** SPECIAL NOTICE TO BIDDERS ***

BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED.

BIDS WILL NOT BE CONSIDERED UNLESS THE BID CERTIFICATE LOCATED AT THE END OF THE BID SHEETS IS SIGNED.

BID SCHEDULE					
PAY ITEM NO.	PLAN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	ITEM TOTAL
201-A001	1	LS	CLEARING AND GRUBBING	XXXX	
202-A001	1	LS	REMOVAL OF OBSTRUCTIONS	XXXX	
202-B005	2,615	SY	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS		
202-B030	585	SY	REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS		
202-B035	290	SY	REMOVAL OF CONCRETE SIDEWALK		
202-B038	3165	LF	REMOVAL OF CURBS, ALL TYPES		
202-B057	6	EACH	REMOVAL OF INLETS, ALL SIZES		
202-B064	405	LF	REMOVAL OF PIPE, 8" AND ABOVE		
203-A003	200	CY	UNCLASSIFIED EXCAVATION, FM, AH		
203-EX038	600	CY	BORROW EXCAVATION, AH, FME, CLASS B7-6		
203-G003	750	CY	EXCESS EXCAVATION, FM, AH		
206-A001	960	CY	STRUCTURE EXCAVATION		
209-A004	3,430	SY	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN		
211-B001	375	CY	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED		
211-D001	45	CY	TOPSOIL FOR PLANT PITS, CONTRACTOR FURNISHED		
907-216-B001	2,100	SY	SOLID SODDING, CENTIPEDE		
219-A001	350	KGAL	WATERING	\$20.00	\$7,000.00
220-A001	1	ACRE	INSECT PEST CONTROL		
907-230-A044	245	EACH	SHRUB PLANTING, PARSONS JUNIPER		
907-230-B076	5	EACH	TREE PLANTING, SAVANNAH HOLLY		
907-230-B087	12	EACH	TREE PLANTING, CRAPE MYRTLE 'SIOUX'		
907-230-D001	975	SF	BED PREPARATION		
232-A003	1	K	FERTILIZER FOR WOODY PLANT MATERIAL, TABLET, 10 G		
234-A001	500	LF	TEMPORARY SILT FENCE		

BID SCHEDULE					
PAY ITEM NO.	PLAN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	ITEM TOTAL
907-237-A002	200	LF	WATTLES, 12"		
907-246-A001	200	LF	SANDBAGS		
			ALTERNATE GROUP AA NUMBER 1		
907-304-G001	850	CY	SIZE 825B CRUSHED STONE BASE, AEA		
			ALTERNATE GROUP AA NUMBER 2		
907-304-G003	850	CY	3/4" AND DOWN CRUSHED STONE BASE, AEA		
			ALTERNATE GROUP AA NUMBER 3		
907-304-G002	850	CY	SIZE 610 CRUSHED STONE BASE, AEA		
907-403-A023	515	TON	12.5-mm, MT, ASPHALT PAVEMENT		
907-403-A024	610	TON	19-mm, MT, ASPHALT PAVEMENT		
907-403-A022	550	TON	9.5-mm, MT, ASPHALT PAVEMENT		
907-403-B017	1,100	TON	12.5-mm, MT, ASPHALT PAVEMENT, LEVELING		
406-A001	1,025	SY	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS		
907-407-A001	500	GAL	ASPHALT FOR TACK COAT		
907-601-B003	57	CY	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES		
907-601-B004	1	CY	CLASS "C" STRUCTURAL CONCRETE, MINOR STRUCTURES		
602-A001	4,680	LBS	REINFORCING STEEL		
603-A039	10	LF	14" STEEL PIPE, WALL THICKNESS 0.375"		
603-B002	20	LF	4" CAST IRON PIPE, CLASS I		
603-CA088	8	LF	18" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS		
603-CA089	14	LF	24" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS		
603-CA129	12	LF	15" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS		
603-CE039	1,415	LF	22"x13" CONCRETE ARCH PIPE, CLASS A III, FLEXIBLE TYPE GASKETS		
603-CE041	193	LF	29"x18" CONCRETE ARCH PIPE, CLASS A III, FLEXIBLE TYPE GASKETS		
603-CF002	1	EACH	29"x18" CONCRETE ARCH PIPE END SECTION		
604-A001	1,343	LBS	CASTINGS		
604-B001	340	LBS	GRATINGS		
907-604-PP005	56	LF	TRENCH DRAIN, PER PLANS		
608-A001	790	SY	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT		
907-608-E002	1,520	SF	ASPHALT PAVEMENT TEXTURING		
609-B001	94	LF	CONCRETE CURB, HEADER		
609-D008	3,225	LF	COMBINATION CONCRETE CURB AND GUTTER, TYPE 3A		
613-D005	5	EACH	ADJUSTMENT OF MANHOLES		

BID SCHEDULE					
PAY ITEM NO.	PLAN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	ITEM TOTAL
614-B002	703	SY	CONCRETE DRIVEWAY, WITH REINFORCEMENT, 6-INCH THICKNESS		
907-616-C003	180	SF	COLORLED AND IMPRINTED CONCRETE MEDIAN AND/OR ISLAND PAVEMENT, 10-INCH THICKNESS		
907-618-A001	1	LS	MAINTENANCE OF TRAFFIC	XXXX	
907-618-B001	1	SF	ADDITIONAL CONSTRUCTION SIGNS	\$10.00	\$10.00
620-A001	1	LS	MOBILIZATION	XXXX	
630-A001	69	SF	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS		
630-A002	9	SF	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" THICKNESS		
630-C004	168	LF	STEEL U-SECTION POSTS, 3.0 TO 3.5 LB/FT		
653-B001	50	SF	STREET NAME SIGN, ENCAPSULATED LENS		
907-699-A002	1	LS	ROADWAY CONSTRUCTION STAKES	XXXX	
815-B001	40	SY	GROUTED RIPRAP		
815-E001	40	SY	GEOTEXTILE UNDER GROUTED RIPRAP, TYPE V, NON-WOVEN		
907-626-D004	1,150	LF	6" THERMOPLASTIC TRAFFIC STRIPE, SKIP YELLOW		
907-626-E003	2,575	LF	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW		
907-626-G004	325	LF	THERMOPLASTIC DETAIL STRIPE, WHITE		
907-626-G005	117	LF	THERMOPLASTIC DETAIL STRIPE, YELLOW		
907-626-H004	989	LF	THERMOPLASTIC LEGEND, WHITE		
907-626-H005	291	SF	THERMOPLASTIC LEGEND, WHITE		
627-K001	16	EACH	RED-CLEAR REFLECTIVE HIGH PERFORMANCE RAISED MARKERS		
627-L001	161	EACH	TWO-WAY YELLOW REFLECTIVE HIGH PERFORMANCE RAISED MARKERS		
907-265-A008	220	LF	6" C900 PVC WATER LINE		
907-265-B006	220	LF	6" DUCTILE IRON WATER MAIN		
907-265-A007	60	LF	8" C900 PVC WATER LINE		
907-265-B007	60	LF	8" DUCTILE IRON WATER MAIN		
907-265-C002	1,850	LBS	DUCTILE IRON FITTINGS		
907-265-F001	3	EACH	FIRE HYDRANT ASSEMBLY		
907-265-D017	1	EACH	8" INSERTION VALVE		
907-265-D027	2	EACH	6" INSERTION VALVE		
907-265-K007	2	EACH	6" LINE STOP		
907-265-M005	10	EACH	SHORT SERVICE CONNECTION		
907-265-M006	15	EACH	LONG SERVICE CONNECTION		
907-639-A025	1	EACH	TRAFFIC SIGNAL EQUIPMENT POLE, TYPE IV, 30' SHAFT, 30' & 55' ARMS		
907-639-A028	1	EACH	TRAFFIC SIGNAL EQUIPMENT POLE, TYPE IV, 30' SHAFT, 30' ARM		

BID SCHEDULE					
PAY ITEM NO.	PLAN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	ITEM TOTAL
907-639-A034	2	EACH	TRAFFIC SIGNAL EQUIPMENT POLE, TYPE VI, 8' SHAFT		
907-639-C002	9	CY	POLE FOUNDATIONS, 36" DIAMETER		
907-639-C003	2	CY	POLE FOUNDATIONS, 24" DIAMETER		
640-A016	4	EACH	TRAFFIC SIGNAL HEADS, TYPE 1 LED		
640-A018	1	EACH	TRAFFIC SIGNAL HEADS, TYPE 3 LED		
640-A034	4	EACH	TRAFFIC SIGNAL HEADS, TYPE 6 LED COUNTDOWN		
640-A056	1	EACH	TRAFFIC SIGNAL HEADS, TYPE 2 FYA LED		
907-642-A003	1	EACH	SOLID STATE TRAFFIC ACTUATED CONTROLLERS, TYPE 8A		
644-A001	3	EACH	OPTICAL DETECTOR		
644-B001	360	LF	OPTICAL DETECTOR CABLE		
644-C002	1	EACH	PHASE SELECTOR, 4 CHANNEL		
646-A001	1	LS	REMOVAL OF EXISTING TRAFFIC SIGNAL EQUIPMENT	XXXX	
647-A001	1	EACH	PULLBOX, TYPE 1		
647-A002	1	EACH	PULLBOX, TYPE 3		
647-A005	2	EACH	PULLBOX, TYPE 2		
907-649-A004	3	EACH	VIDEO DETECTION SYSTEM, 1 SENSOR, TYPE 2		
653-A001	15	SF	TRAFFIC SIGN, ENCAPSULATED LENS		
666-B015	520	LF	ELECTRIC CABLE, UNDERGROUND IN CONDUIT, IMSA 20-1, AWG 14, 5 CONDUCTOR		
666-B054	240	LF	ELECTRIC CABLE, UNDERGROUND IN CONDUIT, IMSA 20-1, AWG 14, 8 CONDUCTOR		
666-B040	30	LF	ELECTRIC CABLE, UNDERGROUND IN CONDUIT, THHN, AWG #8, 3 CONDUCTOR		
666-B049	215	LF	ELECTRIC CABLE, UNDERGROUND IN CONDUIT, THHN, AWG #10, 2 CONDUCTOR		
666-C017	115	LF	ELECTRIC CABLE, AERIAL SUPPORTED, IMSA 20-1, AWG 14, 8 CONDUCTOR		
668-A018	100	LF	TRAFFIC SIGNAL CONDUIT, UNDERGROUND, TYPE 4, 2"		
668-A020	130	LF	TRAFFIC SIGNAL CONDUIT, UNDERGROUND, TYPE 4, 3"		
668-B024	150	LF	TRAFFIC SIGNAL CONDUIT, UNDERGROUND DRILLED OR JACKED, ROLLED PIPE, 2"		
TOTAL BID					

SECTION 905 PROPOSAL (Bid Sheet No. 7-7)

PROJECT NUMBER: HPP-7194-00(003) LPA / 105845-801000

COUNTY: FORREST

PROJECT DESCRIPTION: FOURTH STREET ROADWAY IMPROVEMENTS PROJECT – PHASE II

COMPLETE ITEM NOS. 1, 2 AND/OR 3 AS APPROPRIATE, SEE NOTICE TO BIDDERS NO. 5266 AND SUPPLEMENT.

1. I/We agree that no less than _____ percent shall be expended with small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE and WBE).
2. Classification of Bidder: Small Business (DBE) ☐ Small Business (WBE) ☐
3. A joint venture with a Small Business (DBE/WBE): YES ☐

*** SIGNATURE STATEMENT***

BIDDER ACKNOWLEDGES THAT HE/SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY AND CERTIFY THAT THE FIGURES SHOWN THERIN CONSTITUTE THEIR OFFICIAL BID.

BIDDER'S SIGNATURE

**Certification with regard to the Performance of Previous
Contracts or Subcontracts subject to the Equal Opportunity
Clause and the filing of Required Reports**

The Bidder _____, proposed Subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he has _____, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

(COMPANY)

BY _____

(TITLE)

DATE: _____

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and Subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such Contractors submit a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION**NON-COLLUSION AFFIDAVIT**
(Execute in duplicate)

State of Mississippi

County of _____

I, _____,
(Name of person signing certification)individually, and in my capacity as _____ of
(Title)_____ do hereby certify under
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that _____

_____, Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. _____

in _____ County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and
- d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on _____

Signature

(11/23/92F)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION**NON-COLLUSION AFFIDAVIT**
(Execute in duplicate)

State of Mississippi

County of _____

I, _____,
(Name of person signing certification)individually, and in my capacity as _____ of
(Title)_____ do hereby certify under
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that _____

_____, Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. _____

in _____ County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and
- d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

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The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

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- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on _____

Signature

(11/23/92F)

LOCAL PUBLIC AGENCY (LPA)

SECTION 902

CONTRACT FOR _____
LOCATED IN THE COUNTY OF _____
STATE OF MISSISSIPPI,

This contract entered into by and between the Local Public Agency _____
_____ (hereinafter "LPA") on one hand, and the undersigned contractor, on the other
witnesseth;

That, in consideration of the payment by the LPA of the prices set out in the proposal hereto attached, to the undersigned contractor, such payment to be made in the manner and at the time of times specified in the specifications and the special provisions, if any, the undersigned contractor hereby agrees to accept the prices stated in the proposal in full compensation for the furnishing of all materials and equipment and the executing of all the work contemplated in this contract.

It is understood and agreed that the advertising according to law, the Advertisement, the instructions to bidders, the proposal for the contract, the specifications, the revisions of the specifications, the special provisions, and also the plans for the work herein contemplated, said plans showing more particularly the details of the work to be done, shall be held to be, and are hereby made a part of this contract by specific reference thereto and with like effect as if each and all of said instruments had been set out fully herein in words and figures.

It is further agreed that for the same consideration the undersigned contractor shall be responsible for all loss or damage arising out of the nature of the work aforesaid; or from the action of the elements and unforeseen obstructions or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work, exceptions being those specifically set out in the contract; and for faithfully completing the whole work in good and workmanlike manner according to the approved Plans, Specifications, Special Provisions, Notice(s) to Bidders and requirements of the LPA.

It is further agreed that the work shall be done under the direct supervision and to the complete satisfaction of the LPA or their authorized representatives, and when Federal Funds are involved subject to inspection at all times and approval by the Mississippi Department of Transportation or Federal Highway Administration, or its agents as the case may be, or the agents of any other Agency whose funds are involved in accordance with those Acts of the Legislature of the State of Mississippi approved by the Governor and such rules and regulations issued pursuant thereto by the Mississippi Transportation Commission and the authorized Federal Agencies.

The Contractor agrees that all labor as outlined in the Special Provisions may be secured from list furnished by

Manager, WIN Job Center nearest the project

It is agreed and understood that each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and, if through mere mistake or otherwise any such provision is not inserted, then upon the application of either party hereto, the contract shall forthwith be physically amended to make such insertion.

The Contractor agrees that he has read each and every clause of this Contract, and fully understands the meaning of same and that he will comply with all the terms, covenants and agreements therein set forth.

Witness our signatures this the ____ day of _____, 20____.

Contractor(s)

By _____

Title _____

Signed and sealed in the presence of:
(Names and address of witnesses)

By _____

LPA Official

LPA Clerk

Award authorized by the LPA in session on the ____ day of _____, 20____, as recorded _____

LOCAL PUBLIC AGENCY (LPA)

S E C T I O N 9 0 3
PERFORMANCE AND PAYMENT BOND

CONTRACT BOND FOR _____

LOCATED IN THE COUNTY OF _____

STATE OF MISSISSIPPI,

Know all men by these presents: that we, _____
(Contractor)

(hereinafter "Principal"), a _____

residing at _____ in the State of _____

and _____
(Surety)

residing at _____ in the State of _____

authorized to do business in the State of Mississippi, under the laws thereof, as surety, are held and firmly bound

unto the Local Public Agency _____, (hereinafter

"LPA"), in the sum of _____

(\$ _____) Dollars, lawful money of the United States of America, to be

paid to it for which payment well and truly to be made, we bind ourselves, our heirs, administrators, successors, or

assigns jointly and severally by these presents.

The conditions of this bond are such, that whereas the said Principal, has (have) entered into a contract with the

LPA, bearing the date of _____ day of _____ A.D. _____ hereto annexed, for the

construction of certain project(s) in the State of Mississippi as mentioned in said contract in accordance with the

Contract Documents therefor, on file in the offices of the LPA.

Now therefore, if the above bounden Principal in all things shall stand to and abide by and well and truly observe, do keep and perform all and singular the terms, covenants, conditions, guarantees and agreements in said contract, contained on his (their) part to be observed, done, kept and performed and each of them, at the time and in the manner and form and furnish all of the material and equipment specified in said contract in strict accordance with the terms of said contract which said plans, specifications and special provisions are included in and form a part of said contract and shall maintain the said work contemplated until its final completion and acceptance as specified in Subsection 109.11 of the approved specifications, and save harmless said LPA from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said principal (s), his (their) agents, servants, or employees in the performance of said work or in any manner connected therewith, and shall be liable and responsible in a civil action instituted by the LPA at the instance of any officer of the LPA authorized in such cases, for double any amount in money or property, the LPA may lose or be overcharged or otherwise defrauded of, by reason of wrongful or criminal act, if any, of the

LOCAL PUBLIC AGENCY (LPA)

Contractor(s), his (their) agents or employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages, any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the LPA Official, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

_____	_____
(Contractors) Principal	Surety
By _____	By _____
	(Signature) Attorney in Fact
	Address: _____

Title _____	_____
(Contractor's Seal)	(Printed) Mississippi Agent

	(Signature) Mississippi Agent
	Address: _____

	(Surety Seal)

	Mississippi Insurance ID Number

10/8/15
Date

**Guidance for Federal Spending Transparency:
Subaward and Executive Compensation Data
Reporting Requirements for FFATA Implementation**

Summary

1. Prime awardees and sub awardees of Federal financial assistance must report executive compensation data if they meet the statutory reporting thresholds. For the Federal-aid Highway Program, this means that the State, and any subawardees of Federal-aid funds through the State, is subject to the executive compensation reporting requirement.

- names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

Background

Beginning October 1, 2010, guidance directs compliance with the Transparency Act to report prime and first-tier subaward data. Federal agencies and prime awardees will report to ensure disclosure of Federal contract and grant subaward and executive compensation data.

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and sub-grants.

Specifically, the Transparency Act's section 2(b)(1) requires the Office of Management and Budget ("OMB") to ensure the establishment of a publicly available website that contains the following information about each Federal award:

- name of the entity receiving the award;
- amount of the award;
- information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number, program source, award title descriptive of the purpose of each funding action;

- location of the entity receiving the award and primary location of performance under the award, including city, State, congressional district, and country;
- unique identifier of the entity receiving the award and the parent entity of the recipient, should the entity be owned by another entity; and
- names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

LPA PROJECT

DISADVANTAGED BUSINESS ENTERPRISE LIST

PROJECT NUMBER :

NAME OF DBE FIRM:

☐ RACE CONSCIOUS ☐ RACE NEUTRAL

COUNTY:

CITY :

A	B	C
REFERENCE NUMBER OF ITEMS	PERCENT WORK SUBCONTRACTED , (SEE NOTE 4 & 5 BELOW)	VALUE OF ITEM (SUBCONTRACTED , MANUFACTURED OR SUPPLIED)
TOTAL		
PER CENT OF TOTAL BID		

*** I ACKNOWLEDGE AND COMMIT TO THE ITEMS AND PRICES STATED ABOVE. ***

SIGNATURE OF DBE

SIGNATURE OF PRIME

DATE APPROVED: _____

Prime Contractor Firm Name

APPROVED BY: _____

LPA Project Director Name (Printed)

Submitted By Name

LPA Project Director (Signature)

TITLE

I AGREE TO SUBCONTRACT OR PURCHASE MATERIAL FROM THE DBE FIRM LISTED ABOVE AND I MAKE THIS COMMITMENT WITH THE UNDERSTANDING THAT IF I FAIL FOR GOOD REASON TO FULFILL THIS COMMITMENT I HAVE LISTED I WILL FULFILL THE TERMS OF MY CONTRACT AS LONG AS I REACH OR EXCEED THE CONTRACT GOAL OF _____ %.

INSTRUCTIONS :

1. SUBMIT THIS FORM TO THE **LPA Project Director** **FOR THEIR SIGNATURE** NO LATER THAN THE THIRD (3) CALENDER DAY AFTER THE OPENING OF THE BIDS.
2. 60 % CREDIT IS ALLOWED TOWARD THE DBE GOAL FOR SUPPLIERS.
3. THE ACTUAL SUBCONTRACT AGREEMENT MUST EQUAL OR EXCEED THE DOLLAR AMOUNT SHOWN IN COLUMN " C " .
4. IF THE DBE FIRM PERFORMS " ALL OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM ENTER 100 % IN COLUMN " B " .
5. IF THE DBE FIRM PERFORMS " A PORTION OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM THE PERCENTAGE IS CALCULATED BASED ON THE TOTAL VALUE OF THE ITEM AND ENTERED IN COLUMN " B " . A BREAKDOWN OF THE COST MUST ACCOMPANY THIS SITUATION.

LPA PROJECT

DISADVANTAGED BUSINESS ENTERPRISE LIST

PROJECT NUMBER :

NAME OF DBE FIRM:

☐ RACE CONSCIOUS ☐ RACE NEUTRAL

COUNTY:

CITY :

A	B	C
REFERENCE NUMBER OF ITEMS	PERCENT WORK SUBCONTRACTED , (SEE NOTE 4 & 5 BELOW)	VALUE OF ITEM (SUBCONTRACTED , MANUFACTURED OR SUPPLIED)
TOTAL		
PER CENT OF TOTAL BID		

*** I ACKNOWLEDGE AND COMMIT TO THE ITEMS AND PRICES STATED ABOVE. ***

SIGNATURE OF DBE

SIGNATURE OF PRIME

DATE APPROVED: _____

Prime Contractor Firm Name

APPROVED BY: _____

LPA Project Director Name (Printed)

Submitted By Name

LPA Project Director (Signature)

TITLE

I AGREE TO SUBCONTRACT OR PURCHASE MATERIAL FROM THE DBE FIRM LISTED ABOVE AND I MAKE THIS COMMITMENT WITH THE UNDERSTANDING THAT IF I FAIL FOR GOOD REASON TO FULFILL THIS COMMITMENT I HAVE LISTED I WILL FULFILL THE TERMS OF MY CONTRACT AS LONG AS I REACH OR EXCEED THE CONTRACT GOAL OF _____ %.

INSTRUCTIONS :

1. SUBMIT THIS FORM TO THE **LPA Project Director** **FOR THEIR SIGNATURE** NO LATER THAN THE THIRD (3) CALENDER DAY AFTER THE OPENING OF THE BIDS.
2. 60 % CREDIT IS ALLOWED TOWARD THE DBE GOAL FOR SUPPLIERS.
3. THE ACTUAL SUBCONTRACT AGREEMENT MUST EQUAL OR EXCEED THE DOLLAR AMOUNT SHOWN IN COLUMN " C " .
4. IF THE DBE FIRM PERFORMS " ALL OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM ENTER 100 % IN COLUMN " B " .
5. IF THE DBE FIRM PERFORMS " A PORTION OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM THE PERCENTAGE IS CALCULATED BASED ON THE TOTAL VALUE OF THE ITEM AND ENTERED IN COLUMN " B " . A BREAKDOWN OF THE COST MUST ACCOMPANY THIS SITUATION.

LPA PROJECT

DISADVANTAGED BUSINESS ENTERPRISE LIST

PROJECT NUMBER :

NAME OF DBE FIRM:

☐ RACE CONSCIOUS ☐ RACE NEUTRAL

COUNTY:

CITY :

A	B	C
REFERENCE NUMBER OF ITEMS	PERCENT WORK SUBCONTRACTED , (SEE NOTE 4 & 5 BELOW)	VALUE OF ITEM (SUBCONTRACTED , MANUFACTURED OR SUPPLIED)
TOTAL		
PER CENT OF TOTAL BID		

*** I ACKNOWLEDGE AND COMMIT TO THE ITEMS AND PRICES STATED ABOVE. ***

SIGNATURE OF DBE

SIGNATURE OF PRIME

DATE APPROVED: _____

Prime Contractor Firm Name

APPROVED BY: _____

LPA Project Director Name (Printed)

Submitted By Name

LPA Project Director (Signature)

TITLE

I AGREE TO SUBCONTRACT OR PURCHASE MATERIAL FROM THE DBE FIRM LISTED ABOVE AND I MAKE THIS COMMITMENT WITH THE UNDERSTANDING THAT IF I FAIL FOR GOOD REASON TO FULFILL THIS COMMITMENT I HAVE LISTED I WILL FULFILL THE TERMS OF MY CONTRACT AS LONG AS I REACH OR EXCEED THE CONTRACT GOAL OF _____ %.

INSTRUCTIONS :

1. SUBMIT THIS FORM TO THE **LPA Project Director** **FOR THEIR SIGNATURE** NO LATER THAN THE THIRD (3) CALENDER DAY AFTER THE OPENING OF THE BIDS.
2. 60 % CREDIT IS ALLOWED TOWARD THE DBE GOAL FOR SUPPLIERS.
3. THE ACTUAL SUBCONTRACT AGREEMENT MUST EQUAL OR EXCEED THE DOLLAR AMOUNT SHOWN IN COLUMN " C " .
4. IF THE DBE FIRM PERFORMS " ALL OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM ENTER 100 % IN COLUMN " B " .
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LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: _____
County: _____

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
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Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

SUBMITTED BY (Signature)

FIRM NAME

Submit this form to the **LPA as a part of your bid package**. If this form is not **signed** and included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504.

Please make copies of this form when needed and also add those copies to the bid package.

LPA PROJECT

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Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
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Phone Number: _____
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Please make copies of this form when needed and also add those copies to the bid package.

Melinda L. McGrath
Executive Director

P. O. Box 1850
Jackson, MS 39215-1850
Telephone (601) 359-7001
FAX (601) 359-7110
GoMDOT.com



Mark C. McConnell
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Willie Huff
Director, Office of Enforcement
Charles R. Carr
Director, Office of Intermodal Planning

August 8, 2016

Honorable Johnny Dupree
Mayor, City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

RE: HPP-7194-00(003)LPA/105845-801000 - Authority to Advertise
Forrest County

Dear Mayor Dupree:

This letter confirms that the Federal Highway Administration and the Mississippi Department of Transportation have received and approved the PS&E Package submitted and hereby authorize the advertisement for receipt of bids on the subject project which is for 4th Street Roadway Improvements from Hutchinson Avenue to North Street. No changes are to be made to the proposal before advertising without submission and approval by MDOT and FHWA, as applicable. Additionally, all Addenda must also be approved. Any unapproved changes will result in non-participating costs in the contract.

In the advertisement, receipt of bids and opening of bids, the following criteria must be met:

1. The date of the first ad must be within 60 days from the date of this letter. Failure to advertise within this time frame will result in the funding authority being de-obligated and authority to advertise is rescinded.
2. The advertisement must be published in a newspaper having statewide distribution, once a minimum of three weeks prior to the scheduled receipt of bids, and the second time a minimum of two weeks prior to the scheduled receipt of bids. One **Sworn Proof** of Publication is furnished us. At the present time, the only newspaper with Statewide distribution is the Clarion-Ledger in Jackson. Refer to the first paragraph of the PDM in Chapter 6, and consult your District LPA Coordinator for guidance in setting these dates.
3. Bidding procedures on a nondiscriminatory basis must be afforded to all qualified bidders regardless of State boundaries. You can not require any license or certificate that would restrict competition, or prevent submission of a bid or prohibit consideration of a bid submitted by any responsible contractor, whether resident or nonresident of Mississippi. Please see the attached copy of Page 9 Federal-Aid Policy Guide (Transmittal 2) dated April 7, 1992, 23 CFR 635A Section 635.110 – Licensing and qualification of contractors.
4. Proposals must be opened and read publicly at the time and at the place indicated in the proposal and/or advertisement. Do not accept a stripped proposal. The bidders must return the entire proposal that you sold to them, plus any addendums and their bid bond. Proposals received after the time for opening of bids must be returned to the bidder unopened.
5. All proposals opened must be filed prior to the time and at the place specified in the proposal and/or in the advertisement.
6. Before award, the successful bidder must have obtained a State Privilege License from the State Tax Commission.

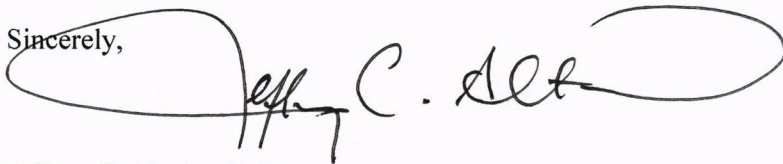
7. Notice to Bidders No. 5266 (DBE's in Federal-Aid Highway Construction) and Supplement to Notice to Bidders 5266 are a part of this contract. The Section titled 'Directory' refers to the current list of Certified DBE Contractors and Certified DBE Suppliers/Manufacturers published monthly by MDOT on the website www.gomdot.com. The DBE firm must be on the Department's list of "Certified DBE Contractors" that is posted online at the time the job is let and approved by MDOT to count towards meeting the DBE goal.
8. The DBE Goal for this project is 2%.
9. Refer to Chapter 6: MDOT Authorization and LPA Selection of a Contractor, in the on-line PDM (www.gomdot.com, Projects, Local Public Agencies), for guidance to request concurrence in the award or to reject bids and re-advertise.
10. The award of the contract or the rejection of all bids submitted is subject to the concurrence of the Mississippi Department of Transportation. Awarded projects shall not be executed prior to concurrence by MDOT.

When the dates for advertisement and receipt of bids in accordance with the foregoing are established, please furnish this information to the District LPA Coordinator, David Seyfarth, 16499#B Highway 49 North Trailer, Saucier, MS 39574, and District Engineer, Mr. Kelly Castleberry, P.O. Box 551, Hattiesburg, Mississippi 39403. This notification is essential in order that representatives of the Department may be present at this opening of bids.

For your information, Chapter 474, General Laws of Mississippi as amended by Chapter 393, General Laws of Mississippi provides that nothing therein shall apply to highway construction, highway bridges, overpasses, and any other project incidental to the construction of highways which are designated as federal aid projects and federal funds are involved; therefore the Certificate of Responsibility requirements of this law are not applicable to a Local Public Agency (LPA) Project designated as a federal aid project where federal funds are involved.

The LPA's prorated share of the project cost will be based on the low bid, estimated cost of the contingencies and construction engineering, if applicable, and that share amount will be provided by MDOT in the Concurrence in Award Letter.

Sincerely,



Jeffrey C. Altman, P. E.
State Engineer for Local Public Agencies

JCA:phm

cc: Commissioner Tom King
Chief Engineer
Asst. Chief Engr.-Operations
Construction Division
Central File
Federal Highway Administration

LPA Administrator (Baker)
District LPA Coordinator (Seyfarth, Starita)
District Engineer
Neel-Schaffer, Inc.

SECTION 901 - ADVERTISEMENT FOR BIDS

**CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI**

NOTICE TO CONTRACTORS

**FOURTH STREET ROADWAY IMPROVEMENTS PROJECT-PHASE II
FEDERAL-AID PROJECT NO.
HPP 7194-00(003) LPA/105845-801000**

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, located at 200 Forrest Street, Hattiesburg, Mississippi 39401, until 10:00 a.m. local time, on Thursday, September 22, 2016 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. All bids so received will be publicly opened and read aloud.

Work consists of widening 4th Street from Hutchinson Avenue to North Street. Project includes, sidewalk, drainage improvements, landscaping, and traffic signal upgrades.

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 plant, labor, equipment and materials required by the specifications and the drawings referred to therein.

Plans, contract documents and special provisions and proposal forms are on file for public inspection in the office of the City of Hattiesburg, City Clerk's Office located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and in the office of Neel-Schaffer, Inc., Post Office Box 1487, Hattiesburg, MS 39403-1487 (704 Hardy Street, Telephone No. 601-545-1565). One copy of the contract documents and special provisions together with the contract plans may be procured from Neel-Schaffer, Inc. upon payment of \$150.00, none of which is refundable.

The attention of bidders is directed to the Special Provisions governing selection and employment of labor.

Minimum wage rates for Federal-Aid projects have been predetermined by the Secretary of Labor and are subject to Public Law 87-581 Work Hours Act of 1962, as set forth in the Special Provisions. Minimum wage rates for all other projects have been predetermined and set forth in advertised specifications.

The City of Hattiesburg 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 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 award of this contract will be contingent upon the Contractor satisfying the DBE/WBE requirements.

The *2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction*, adopted by the Mississippi Department of Transportation, as referred to herein, may be purchased from the Mississippi Department of Transportation.

Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the total bid price, payable to the City of Hattiesburg as bid security. Bidders shall also submit a current financial statement, if requested by the City. The successful bidder will be required to furnish a performance and payment bond in the amount of 100 percent of the contract amount. Both bonds shall be signed or counter-signed by a Mississippi Resident Agent.

The proposal and contract documents in its entirety shall be submitted in a sealed envelope and deposited with the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi prior to the hour and date above designated.

The City of Hattiesburg reserves the right to reject any or all proposals, to waive technicalities or irregularities, or to advertise for new proposals, and the decision of the City of Hattiesburg to reject any bid or proposal shall not be cause for any liability or damages against the City of Hattiesburg, any officers or employees.

The bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within the Contract Time. The bidder must also agree to pay as liquidated damages the sum specified in the Standard Specifications per day for each calendar day of overrun in Contract Time that work is not completed.

Work to be performed shall be in accordance with the "Mississippi State Highway Standard Specifications for Road and Bridge Construction, 2004", together with all amendments and/or special provisions and/or addenda to the standards duly approved and adopted, unless otherwise noted in these specifications.

The attention of Bidders is directed to the provisions of Subsection 102.07 pertaining to irregular proposals and rejection of bids.

City Clerk
City of Hattiesburg, Mississippi

Dates of Publication:

August 21, 2016

August 28, 2016

SECTION 901 - ADVERTISEMENT FOR BIDS

**CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI**

NOTICE TO CONTRACTORS

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The attention of Bidders is directed to the provisions of Subsection 102.07 pertaining to irregular proposals and rejection of bids.



City Clerk
City of Hattiesburg, Mississippi

Dates of Publication:

August 21, 2016

August 28, 2016



City of Hattiesburg, MS

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

Master

File Number: 2016-2851

File ID: 2016-2851

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/05/2016

Brief Title: Claims docket.

Final Action:

Minute Book Number: MB2016-214

Title:

Approve claims docket for the period ending August 12, 2016.

Notes:

Sponsors:

Enactment Date:

Attachments: DOCKET 16.08-12

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/16/2016					
1	City Council - Special Called Meeting	08/22/2016					

Text of Legislative File 2016-2851

Title

Approve claims docket for the period ending August 12, 2016.

Summary

Claims docket.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

- 08/11/16

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 AARON OIL COMPANY INC	276887-S	00163384	15006878	WASTE OIL RMVL POLICE SHOP	08/12/16	252592	31.35-
AARON OIL COMPANY INC							
Sum							31.35-
00001 ACUITY GROUP OF MISSISSI	11232	00163324	15006793	MONTHLY CONTRACT	08/12/16	252593	1,104.00-
ACUITY GROUP OF MISSISSI							
Sum							1,104.00-
00001 AFFORDABLE EMERGENCY LIG	894	00163126	15006710	SIREN/LIGHT REPR U#18331	08/12/16	252594	202.50-
AFFORDABLE EMERGENCY LIG							
Sum							202.50-
00001 ALLBRITTON CHAIN SAW & L	45448	00163165	15006790	REPR PTS CEMETERY MOWERS	08/12/16	252596	56.50-
00001 ALLBRITTON CHAIN SAW & L	45445	00163151	15006791	CHAINSAW PTS TREE CREW	08/12/16	252596	110.90-
ALLBRITTON CHAIN SAW & L							
Sum							167.40-
00001 ALLIANCE BUS GROUP INC	115782	00163004	15006671	PASSENGER BUS U#20492 D/T USE	08/12/16	252597	49,900.00-
ALLIANCE BUS GROUP INC							
Sum							49,900.00-
00001 AMERICAN PLANNING ASSN (	113091-1673	00163463	15006961	MBRSHP DUES BRANTLEY	08/12/16	252598	415.00-
AMERICAN PLANNING ASSN (							
Sum							415.00-
00001 ANDERSON RETAIL INC	120371	00161720	15006952	INSTALL CARPET 3 M/ADM OFFCS	08/12/16	252599	4,820.00-
ANDERSON RETAIL INC							
Sum							4,820.00-
00001 ANOINTED HANDS SERVICES,	2570	00163295	15006761	SERVS 8/16 EMP HEALTH CLINIC	08/12/16	252601	280.00-
ANOINTED HANDS SERVICES,							
Sum							280.00-
00001 ARNOLD LINE WATER ASSN I	2145 7/23/16	00201611	15006672	SERV 6/20-7/23/16 #8 FIRE STA	08/12/16	252604	32.00-
ARNOLD LINE WATER ASSN I							
Sum							32.00-
00001 AT&T	601M23905500	00201611	15006830	VEHICLE LOCATOR 7/28-8/27/16	08/12/16	252605	202.00-
AT&T							
Sum							202.00-
00001 AUTO ARMATURE SERVICE IN	05852	00163132	15006775	STARTER U#13062 STREET	08/12/16	252606	99.95-
AUTO ARMATURE SERVICE IN							
Sum							99.95-

00001	AUTOMOTIVE GLASS SPECIAL I207811	00162354	15006684	WINDSHIELD U#19707 POLICE	08/12/16	252607	295.00-	
00001	AUTOMOTIVE GLASS SPECIAL I207760	00162432	15006685	WINDOW REPR U#17319 POLICE	08/12/16	252607	185.00-	
00001	AUTOMOTIVE GLASS SPECIAL I208269	00162971	15006686	SIDE WINDOW U#16955 P/F ACDMY	08/12/16	252607	195.00-	
00001	AUTOMOTIVE GLASS SPECIAL I207770	00162481	15006695	W/SHLD REPR U#20939 ANIMAL CN	08/12/16	252607	50.00-	
00001	AUTOMOTIVE GLASS SPECIAL I208437	00157252	15006767	WINDSHIELD U#18325 POLICE	08/12/16	252607	295.00-	
00001	AUTOMOTIVE GLASS SPECIAL I208252	00163012	15006768	DOOR REPR U#16655 POLICE	08/12/16	252607	370.00-	
00001	AUTOMOTIVE GLASS SPECIAL I208534	00163227	15006807	WINDOW U#17017 STREET	08/12/16	252607	225.00-	
00001	AUTOMOTIVE GLASS SPECIAL I208530	00163224	15006880	BACK GLASS U#17837 POLICE	08/12/16	252607	283.00-	

AUTOMOTIVE GLASS SPECIAL								
Sum							1,898.00-	
00001	BEECH, JANET	TRAV ADVANCE	00163198	15006699	TRAV ADV NIGP CLASS JACKSON	08/12/16	252609	625.00-

BEECH, JANET								
Sum							625.00-	
00001	BENECOM TECHNOLOGIES INC 217633	00162690	15006872	AS400 REPLACEMENT DRIVES	08/12/16	252610	403.00-	
00001	BENECOM TECHNOLOGIES INC 217658	00163367	15006873	REPLACE AS400 BACKUP DRIVE	08/12/16	252610	1,278.75-	

BENECOM TECHNOLOGIES INC								
Sum							1,681.75-	
00001	BOURNE BROTHERS PRINTING 57850	00162791	15006715	VARI STAMPS FOR COURT	08/12/16	252614	74.75-	
00001	BOURNE BROTHERS PRINTING 58002	00163169	15006951	STEP STAKES TAX DOLLAR SIGNS	08/12/16	252614	40.00-	
00001	BOURNE BROTHERS PRINTING 58001	00163091	15006968	TAX DOLLARS AT WORK SIGNS	08/12/16	252614	200.00-	

BOURNE BROTHERS PRINTING								
Sum							314.75-	
00001	BRACKMAN MOWER WAREHOUSE 16096	00162909	15006665	REPR PTS U#19280 STREET	08/12/16	252615	201.13-	

BRACKMAN MOWER WAREHOUSE								
Sum							201.13-	
00001	BROWN, VINCENT	TRAV ADVANCE	00163342	15006802	TRAV ADV INTRNL AFFAIRS CLASS	08/12/16	252618	207.00-

BROWN, VINCENT								
Sum							207.00-	
00001	C SPIRE (MEGAGATE) 205876-00 7/	00163366	15006871	INET/NETWORK 7/16 INFO TECH	08/12/16	252619	14,437.40-	

C SPIRE (MEGAGATE)								
Sum							14,437.40-	
00001	C SPIRE WIRELESS (CELLUL 6/23-7/22/16	02016680	15006950	CELL SERV 7/16 GENERAL	08/12/16	252620	7,587.32-	

C SPIRE WIRELESS (CELLUL								
Sum							7,587.32-	
00001	CARQUEST AUTO PARTS STOR 14758-73792	00163069	15006664	REPR PTS U#18907 STREET	08/12/16	252623	51.00-	
00001	CARQUEST AUTO PARTS STOR 14758-73507	00162889	15006703	REPR PTS U#17895 POLICE	08/12/16	252623	350.25-	
00001	CARQUEST AUTO PARTS STOR 14758-73521	00162889	15006704	REPR PTS U#18204 POLICE	08/12/16	252623	203.35-	
00001	CARQUEST AUTO PARTS STOR 14758-73524	00162889	15006705	REPR PTS POLICE SHOP	08/12/16	252623	360.00-	
00001	CARQUEST AUTO PARTS STOR 14758-73530	00162889	15006706	REPR PTS DODGE CHARGER	08/12/16	252623	18.23-	
00001	CARQUEST AUTO PARTS STOR 14758-73527	00162889	15006707	REPR PTS POLICE STOCK	08/12/16	252623	66.10-	
00001	CARQUEST AUTO PARTS STOR 14758-73526	00162889	15006708	REPR PTS SHOP STOCK	08/12/16	252623	42.78-	

00001	CARQUEST AUTO PARTS STOR 14758-73521(	00163078	15006709	ADDL AMT DUE PO#162889	08/12/16	252623	57.95-	

00001	CARQUEST AUTO PARTS STOR	14758-74017	00163131	15006771	REPR PTS U#14497 TRAFFIC	08/12/16	252623	148.17-
00001	CARQUEST AUTO PARTS STOR	14758-73975	00163131	15006772	REPR PTS U#9605 SHOP	08/12/16	252623	37.58-
00001	CARQUEST AUTO PARTS STOR	14758-74019	00163131	15006773	REPR PTS SANIT STOCK	08/12/16	252623	31.32-
00001	CARQUEST AUTO PARTS STOR	14758-73071	00162794	15006776	REPR PTS U#15515 STREET	08/12/16	252623	27.46-
00001	CARQUEST AUTO PARTS STOR	14758-73072	00162794	15006777	REPR PTS U#15515 STREET	08/12/16	252623	13.30-
00001	CARQUEST AUTO PARTS STOR	14758-74103	00163228	15006778	REPR PTS U#15516 STREET	08/12/16	252623	146.29-
00001	CARQUEST AUTO PARTS STOR	14758-74104	00163228	15006779	REPR PTS U#15516 STREET	08/12/16	252623	35.78-
00001	CARQUEST AUTO PARTS STOR	14758-74157	00163036	15006781	OIL FILTERS VARI SANIT UNITS	08/12/16	252623	379.36-
00001	CARQUEST AUTO PARTS STOR	14758-74193	00163229	15006782	REPR PTS U#15892 SANIT	08/12/16	252623	21.52-
00001	CARQUEST AUTO PARTS STOR	14758-74492	00163413	15006974	REPR PTS U#9608 SANIT	08/12/16	252623	161.52-

CARQUEST AUTO PARTS STOR								
Sum								2,151.96-
00001	CARR, RIGGS & INGRAM	16145382	00163162	15006676	COMPLETION BILL 2014 AUDIT	08/12/16	252624	59,820.00-

CARR, RIGGS & INGRAM								
Sum								59,820.00-
00001	CENTER FOR GOVERNMENT AN	REG LUU 10/1	00163449	15006904	REG LUU CLERK TRAINING	08/12/16	252626	200.00-

CENTER FOR GOVERNMENT AN								
Sum								200.00-
00001	CERTIFIED LABORATORIES	2380196	00162684	15006774	CHEMICALS CITY WIDE USE	08/12/16	252627	4,867.50-
00001	CERTIFIED LABORATORIES	2368935	00162397	15006786	CHEMICALS PUBLIC WORKS	08/12/16	252627	2,934.25-
00001	CERTIFIED LABORATORIES	2368940	00162419	15006811	MOTOR OIL/SOAP POLICE SHOP	08/12/16	252627	1,499.25-
00001	CERTIFIED LABORATORIES	2405498	00163211	15006827	CHEMICALS HEALTH DIV	08/12/16	252627	4,881.25-
00001	CERTIFIED LABORATORIES	2396824	00162965	15006888	CHEMICALS FOR CEMETERIES	08/12/16	252627	2,447.35-

CERTIFIED LABORATORIES								
Sum								16,629.60-
00001	CHUNKY RIVER HARLEY DAVI	36168	00160861	15006914	TIRE U#20113 POLICE	08/12/16	252629	428.45-

CHUNKY RIVER HARLEY DAVI								
Sum								428.45-
00001	CITY OF HATTIESBURG FUND	TRF 1ST 8/16	02016682	15006696	TRF 1ST 8/16 PAYROLL	08/03/16	111091	905,345.44-

CITY OF HATTIESBURG FUND								
Sum								905,345.44-
00001	COMCAST CABLEVISION OF H	095777456110	00163261	15006721	CONVERTER BOX 7/28-8/27	08/12/16	252633	23.21-
00001	COMCAST CABLEVISION OF H	095776209390	00163343	15006799	CABLE 7/30-8/29 EMP CLINIC	08/12/16	252633	128.35-

COMCAST CABLEVISION OF H								
Sum								151.56-
00001	COMSOUTH	183696	00163191	15006688	FLEET TRACKING VARI FIRE UNITS	08/12/16	252636	200.00-

COMSOUTH								
Sum								200.00-
00001	COURTESY MOTORS INC	451018	00163340	15006922	REPR PTS U#14498 STREET	08/12/16	252640	235.13-

COURTESY MOTORS INC								
Sum								235.13-
00001	COVINGTON SALES & SERVIC	73083	00162682	15006730	REPR PTS U#18907 ST CLEAN	08/12/16	252641	364.87-

COVINGTON SALES & SERVIC

Sum							364.87-
00001 D P S CRIME LAB	90052875	00163385	15006879	ANALYTICAL FEES	08/12/16	252644	240.00-

D P S CRIME LAB

Sum							240.00-
00001 DABBS STREET CENTER, LLC PO#162553 7/		00162553	15006697	BOUNCE HOUSES NNO KICK-OFF	08/12/16	252645	150.00-

DABBS STREET CENTER, LLC

Sum							150.00-
00001 DATALINE ASSOCIATES	PCM31797	00163117	15006759	PRINTER SUPP INFO TECH	08/12/16	252646	833.95-

DATALINE ASSOCIATES

Sum							833.95-
00001 DONALDSON, DENISE	TRAVEL RIMB	00163432	15006917	MEALS STATE FIRE ACDMY CLASS	08/12/16	252649	125.58-

DONALDSON, DENISE

Sum							125.58-
00001 EATON, ALVIN K	PETTY CASH 6	00163452	15006905	PETTY CASH VARI DEPTS	08/12/16	252652	380.08-

EATON, ALVIN K

Sum							380.08-
00001 ECONOMY SUPPLY CO	256141	00163335	15006924	HAND TOOLS CONSTR DEPT	08/12/16	252653	585.45-
00001 ECONOMY SUPPLY CO	256293	00163416	15006928	HARDWARE CLOTH COURTHOUSE	08/12/16	252653	125.00-

ECONOMY SUPPLY CO

Sum							710.45-
00001 EG SYSTEMS INC	12799	00157672	15006955	W-2/1099 UPDATE/LASER ENGINE	08/12/16	252654	119.00-

EG SYSTEMS INC

Sum							119.00-
00001 EMERGENCY EQUIPMENT PROF 421306		00163152	15006770	REPR PTS U#13933 FIRE DEPT	08/12/16	252656	387.56-
00001 EMERGENCY EQUIPMENT PROF 421308		00163099	15006820	REPR PTS U#13933 FIRE DEPT	08/12/16	252656	1,229.20-
00001 EMERGENCY EQUIPMENT PROF 421349		00163140	15006884	FIREFIGHTER HELMET BADGE	08/12/16	252656	39.64-
00001 EMERGENCY EQUIPMENT PROF 421343		00161347	15006916	REPR PTS FIRE STOCK	08/12/16	252656	67.10-

EMERGENCY EQUIPMENT PROF

Sum							1,723.50-
00001 EMPIRE TRUCK SALES (H'BU CE006112687:		00163257	15006783	REPR PTS U#15892/15893 SANIT	08/12/16	252657	682.16-
00001 EMPIRE TRUCK SALES (H'BU CE006112599:		00163258	15006784	REPR PTS U#15893 SANIT	08/12/16	252657	104.82-
00001 EMPIRE TRUCK SALES (H'BU CE006112402:		00163032	15006785	FILTERS VARI SANIT UNITS	08/12/16	252657	1,327.00-

EMPIRE TRUCK SALES (H'BU

Sum							2,113.98-
00001 FARRELL-CALHOUN	14925	00163415	15006929	PAINT COURTHOUSE RAILING	08/12/16	252662	205.01-

FARRELL-CALHOUN

Sum							205.01-
00001 FEDERAL EXPRESS	5-493-19770	00163174	15006691	SERV 7/22/16 ENGR DEPT	08/12/16	252663	13.56-
00001 FEDERAL EXPRESS	5-501-14297	00163474	15006972	SERV 7/28/16 ENGR DEPT	08/12/16	252663	20.12-

FEDERAL EXPRESS

Sum								33.68-
00001	FERGUSON ENTERPRISES INC	5955566	00163098	15006789	WTR FOUNTAIN BREAKRM HILND CM	08/12/16	252664	394.99-

FERGUSON ENTERPRISES INC								
Sum								394.99-
00001	FLOYDS FORMALS	4379 2843	00158822	15006957	BLACK TIES RECRUIT GRADUATIO	08/12/16	252666	72.00-

FLOYDS FORMALS								
Sum								72.00-
00001	FORREST GENERAL HOSPITAL	EAP CHARGE 8	00163212	15006698	EAP CHARGE 8/16	08/12/16	252668	1,785.00-

FORREST GENERAL HOSPITAL								
Sum								1,785.00-
00001	FUELMAN OF MS	BG127044 NP4	00163188	15006677	FUEL CHGS 7/11-17/16 POLICE	08/12/16	252670	59.42-
00001	FUELMAN OF MS	BG127044 NP4	00163190	15006678	FUEL CHGS 7/18-24/16 POLICE	08/12/16	252670	74.33-

FUELMAN OF MS								
Sum								133.75-
00001	FV RECYCLING	2016-1693	00163267	15006831	RECYCLE FEES 6/16 SANIT	08/12/16	252672	77.75-
00001	FV RECYCLING	2016-1694	00163267	15006832	RECYCLE FEES 6/16 SANIT	08/12/16	252672	37.00-
00001	FV RECYCLING	2016-1723	00163267	15006833	RECYCLE FEES 6/16 SANIT	08/12/16	252672	110.50-
00001	FV RECYCLING	2016-1747	00163267	15006834	RECYCLE FEES 6/16 SANIT	08/12/16	252672	77.00-
00001	FV RECYCLING	2016-1746	00163267	15006835	RECYCLE FEES 6/16 SANIT	08/12/16	252672	39.25-
00001	FV RECYCLING	2016-1895	00163267	15006836	RECYCLE FEES 7/08 SANIT	08/12/16	252672	69.75-
00001	FV RECYCLING	2016-1897	00163267	15006837	RECYCLE FEES 7/16 SANIT	08/12/16	252672	33.25-
00001	FV RECYCLING	2016-1896	00163267	15006838	RECYCLE FEES 7/16 SANIT	08/12/16	252672	78.75-
00001	FV RECYCLING	2016-2038	00163267	15006839	RECYCLE FEES 7/16 SANIT	08/12/16	252672	86.00-
00001	FV RECYCLING	2016-2039	00163267	15006840	RECYCLE FEES 7/16 SANIT	08/12/16	252672	44.00-
00001	FV RECYCLING	2016-2069	00163267	15006841	RECYCLE FEES 7/16 SANIT	08/12/16	252672	101.50-
00001	FV RECYCLING	2016-2068	00163267	15006842	RECYCLE FEES 7/16 SANIT	08/12/16	252672	57.25-
00001	FV RECYCLING	2016-2103	00163267	15006843	RECYCLE FEES 7/16 SANIT	08/12/16	252672	99.00-

FV RECYCLING								
Sum								911.00-
00001	G & K SERVICES	1035745812	00163122	15006666	MATS 7/25 TRAFFIC	08/12/16	252677	6.40-
00001	G & K SERVICES	1035745829	00163122	15006667	MOP/MAT 7/25 GO&FS	08/12/16	252677	24.80-
00001	G & K SERVICES	1035745830	00163122	15006668	MOP/MAT 7/25 SANIT	08/12/16	252677	16.65-
00001	G & K SERVICES	1035745831	00163122	15006669	MATS 7/25 AIRPORT	08/12/16	252677	4.70-
00001	G & K SERVICES	1035748044	00163250	15006735	UNIFORMS 8/01 TRAFFIC	08/12/16	252677	23.40-
00001	G & K SERVICES	1035748043	00163250	15006736	UNIFORMS 8/01 CONSTR	08/12/16	252677	48.92-
00001	G & K SERVICES	1035748059	00163250	15006737	UNIFORMS 8/01 PUBLIC WORKS	08/12/16	252677	67.02-
00001	G & K SERVICES	1035748056	00163250	15006738	UNIFORMS 8/01 PUBLIC WORKS	08/12/16	252677	27.30-
00001	G & K SERVICES	1035748058	00163250	15006739	UNIFORMS 8/01 PUBLIC WORKS	08/12/16	252677	68.41-
00001	G & K SERVICES	1035748060	00163250	15006740	UNIFORMS 8/01 SHOP	08/12/16	252677	50.52-
00001	G & K SERVICES	1035748057	00163250	15006741	UNIFORMS 8/01 SANIT	08/12/16	252677	166.89-
00001	G & K SERVICES	1035748061	00163250	15006742	UNIFORMS 8/01 HEALTH	08/12/16	252677	61.88-
00001	G & K SERVICES	1035748045	00163252	15006743	MATS 8/01 TRAFFIC	08/12/16	252677	6.40-
00001	G & K SERVICES	1035748062	00163252	15006744	MOP/MAT 8/01 GO&FS	08/12/16	252677	24.80-
00001	G & K SERVICES	1035748063	00163252	15006745	MOP/MAT 8/01 SANIT	08/12/16	252677	16.65-
00001	G & K SERVICES	1035748064	00163252	15006746	MATS 8/01 AIRPORT	08/12/16	252677	4.70-
00001	G & K SERVICES	1035750268	00163451	15006939	UNIFORMS 8/08 TRAFFIC	08/12/16	252677	23.40-
00001	G & K SERVICES	1035750267	00163451	15006940	UNIFORMS 8/08 CONSTR	08/12/16	252677	76.92-

00001 G & K SERVICES	1035750280	00163451 15006941	UNIFORMS 8/08 PUBLIC WORKS	08/12/16	252677	27.30-
00001 G & K SERVICES	1035750283	00163451 15006942	UNIFORMS 8/08 PUBLIC WORKS	08/12/16	252677	70.92-
00001 G & K SERVICES	1035750284	00163451 15006943	UNIFORMS 8/08 SANIT	08/12/16	252677	78.52-
00001 G & K SERVICES	1035750281	00163451 15006944	UNIFORMS 8/08 SANIT	08/12/16	252677	159.89-
00001 G & K SERVICES	1035750285	00163451 15006945	UNIFORMS 8/08 HEALTH	08/12/16	252677	61.88-
00001 G & K SERVICES	1035750269	00163450 15006946	MATS 8/08 TRAFFIC	08/12/16	252677	6.40-
00001 G & K SERVICES	1035750286	00163450 15006947	MOP/MAT 8/08 PUBLIC WORKS	08/12/16	252677	24.80-
00001 G & K SERVICES	1035750287	00163450 15006948	MOP/MAT 8/08 SANIT	08/12/16	252677	16.65-
00001 G & K SERVICES	1035750288	00163450 15006949	MATS 8/08 AIRPORT	08/12/16	252677	4.70-
00001 G & K SERVICES	1035689493	00163465 15006962	UNIFORMS 7/31 MPO DEPT	08/12/16	252677	4.17-
00001 G & K SERVICES	1035741369	00163465 15006963	UNIFORMS 7/31 MPO DEPT	08/12/16	252677	4.55-
00001 G & K SERVICES	1035743582	00163465 15006964	UNIFORMS 7/31 MPO DEPT	08/12/16	252677	4.55-
00001 G & K SERVICES	1035745809	00163465 15006965	UNIFORMS 7/31 MPO DEPT	08/12/16	252677	4.55-
00001 G & K SERVICES	1035748042	00163465 15006966	UNIFORMS 8/01 MPO DEPT	08/12/16	252677	19.53-
00001 G & K SERVICES	1035750266	00163465 15006967	UNIFORMS 8/08 MPO DEPT	08/12/16	252677	4.55-

G & K SERVICES						
Sum						1,212.72-
00001 GALL'S LLC	005797837	00163128 15006885	EVIDENCE TAPE FIRE INSPECTOR	08/12/16	252678	98.65-

GALL'S LLC						
Sum						98.65-
00001 GARNER LUMLEY ELECTRIC S	527097	00162994 15006661	ELEC SUPP #2 FIRE STA	08/12/16	252679	234.54-
00001 GARNER LUMLEY ELECTRIC S	527249	00163141 15006813	ELEC SUPP POLICE DEPT	08/12/16	252679	62.29-

GARNER LUMLEY ELECTRIC S						
Sum						296.83-
00001 GHOLSON, MELINDA (REFUND DAMAGE DEP R	02016693	15006844	DAMAGE DEPOSIT REFUND	08/12/16	252680	200.00-
00001 GHOLSON, MELINDA (REFUND DAMAGE DEP R	02016693	15006845	DAMAGE DEPOSIT REFUND	08/12/16	252680	300.00-

GHOLSON, MELINDA (REFUND						
Sum						500.00-
00001 GILLILANDS ELECTRONICS S	62059	00163187 15006681	COMPUTER CABLE SERV POLICE	08/12/16	252681	75.00-

GILLILANDS ELECTRONICS S						
Sum						75.00-
00001 GLADDEN LAW OFFICE PLLC	0099	00163352 15006797	SRVS PLANNING/ZONING/CODE	08/12/16	252682	1,100.25-
00001 GLADDEN LAW OFFICE PLLC	0100	00163352 15006798	SRVS SHARON MARK VS CITY	08/12/16	252682	11,837.75-

GLADDEN LAW OFFICE PLLC						
Sum						12,938.00-
00001 GREGER, KRISTIN NOELLE	CRS FLOOD PR	00163370 15006868	CONSULT CRS FLOOD PROGRAM	08/12/16	252684	2,000.00-

GREGER, KRISTIN NOELLE						
Sum						2,000.00-
00001 GROVER BROS RESTAURANT &	9878 & 9879	00163143 15006711	COOKWARE P/F ACADEMY EVENTS	08/12/16	252687	338.18-

GROVER BROS RESTAURANT &						
Sum						338.18-
00001 GULF COAST OFFICE PRODUC	26207-0	00162888 15006923	PRINTER PUBLIC WORKS	08/12/16	252688	184.90-

GULF COAST OFFICE PRODUC						

Sum								184.90-
00001 H'BURG COCA COLA BOTTLIN	1097210549	00162822	15006651	BOTTLES WATER NNO/LUNCH&LEARN	08/12/16	252690		299.25-

H'BURG COCA COLA BOTTLIN								
Sum								299.25-
00001 H'BURG HYDRAULICS INC	65439	00163129	15006726	REPR PTS U#16076 STREET	08/12/16	252691		63.36-
00001 H'BURG HYDRAULICS INC	65440	00163129	15006727	REPR PTS U#14406 SANIT	08/12/16	252691		166.87-
00001 H'BURG HYDRAULICS INC	65441	00163129	15006728	REPR PTS U#19887 SANIT	08/12/16	252691		193.35-
00001 H'BURG HYDRAULICS INC	65442	00163129	15006729	REPR PTS SHOP STOCK	08/12/16	252691		26.27-

H'BURG HYDRAULICS INC								
Sum								449.85-
00001 HANSON, LISA		TRAV ADVANCE	00163364	15006876 TRAV ADV GOV ACCT CONF JKSN	08/12/16	252693		435.50-

HANSON, LISA								
Sum								435.50-
00001 HATTIESBURG AMERICAN-ACC	H12998 55657	00163470	15006960	CITY WIDE ADS AND NOTICES	08/12/16	252689		1,118.19-

HATTIESBURG AMERICAN-ACC								
Sum								1,118.19-
00001 HAVARD PEST CONTROL INC	1029389	00163118	15006915	BED BUG KILLER FIRE DEPT	08/12/16	252694		119.70-
00001 HAVARD PEST CONTROL INC	1016772	02016697	15006979	SRV 8/16 POLICE RANGE	08/12/16	252694		48.00-
00001 HAVARD PEST CONTROL INC	1016770	02016697	15006980	SRV 8/16 PAVILION LAKEVIEW	08/12/16	252694		50.00-
00001 HAVARD PEST CONTROL INC	1016792	02016697	15006981	SRV 8/16 CITY MEDICAL CNTR	08/12/16	252694		48.00-
00001 HAVARD PEST CONTROL INC	1022889	00163113	15006982	INSTALL SENTRICON MCKINLEY	08/12/16	252694		780.00-

HAVARD PEST CONTROL INC								
Sum								1,045.70-
00001 HICKS LAW FIRM, LLC	7896	00163356	15006875	SRV BIVENS VS COH/R HOWELL	08/12/16	252695		11,900.00-

HICKS LAW FIRM, LLC								
Sum								11,900.00-
00001 HOOK-FAST SPECIALTIES IN	310663	00161236	15006819	NAME TAG BATTALION CHIEF	08/12/16	252696		21.38-

HOOK-FAST SPECIALTIES IN								
Sum								21.38-
00001 ICE PLANT INC	24-620311	00162964	15006663	BAGS OF ICE PUBLIC WORKS	08/12/16	252698		297.50-

ICE PLANT INC								
Sum								297.50-
00001 INDOFF INC	2833946	00163095	15006788	OFFICE SUPP CEMETERY	08/12/16	252699		58.42-
00001 INDOFF INC	2833980	00163102	15006803	OFFICE SUPP FIRE DEPT	08/12/16	252699		41.95-
00001 INDOFF INC	2836329	00163096	15006921	OFFICE SUPP PUBLIC WORKS	08/12/16	252699		141.73-

INDOFF INC								
Sum								242.10-
00001 INDUSTRIAL ORGANIZATIONA	C37376A	00163317	15006804	TEST/GRADE FIREFIGHTER SELECT	08/12/16	252701		551.00-

INDUSTRIAL ORGANIZATIONA								
Sum								551.00-
00001 IRBY, STUART C CO	S009686524.0	00162779	15006658	ELEC SUPP LAKEVIEW RANGE	08/12/16	252703		96.28-
00001 IRBY, STUART C CO	S009686524.0	00162779	15006659	ELEC SUPP LAKEVIEW RANGE	08/12/16	252703		361.58-

00001 IRBY, STUART C CO	S009686524.0	00162779	15006660	ELEC SUPP LAKEVIEW RANGE	08/12/16	252703	15.30-

IRBY, STUART C CO							
Sum							473.16-
00001 JACKSON COMMUNICATIONS	W19010	00158412	15006969	CHECK HEADSETS VARI TRUCKS	08/12/16	252704	620.00-

JACKSON COMMUNICATIONS							
Sum							620.00-
00001 JACKSON, SCOTT & ASSOCIA	333	00163475	15006971	SULTURAL RESOURCES SURVEY	08/12/16	252705	1,500.00-

JACKSON, SCOTT & ASSOCIA							
Sum							1,500.00-
00001 JOHNNIE WRIGHT RADIATOR	77070	00163239	15006724	REPRS U#18098 FIRE DEPT	08/12/16	252706	125.00-

JOHNNIE WRIGHT RADIATOR							
Sum							125.00-
00001 JOHNSON, W WESLEY PHD	#6 4/16-6/16	00163376	15006866	JAIL DIV GRANT 4/16-6/16	08/12/16	252707	900.00-

JOHNSON, W WESLEY PHD							
Sum							900.00-
00001 JUST PROMOS USA	2160634 PO#1	00162845	15006906	PROMO ITEMS HBURG READS	08/12/16	252709	202.81-
00001 JUST PROMOS USA	2160634 PO#1	00162883	15006907	SET UP FEE PO#162324	08/12/16	252709	120.00-
00001 JUST PROMOS USA	2160634 PO#1	00162324	15006908	PROMO/AD ITEMS HBRG READS	08/12/16	252709	3,383.45-

JUST PROMOS USA							
Sum							3,706.26-
00001 KEELING COMPANY (HATTIES	S2993859.001	00161056	15006959	DRAINAGE PIPE STOCK	08/12/16	252710	9,835.00-

KEELING COMPANY (HATTIES							
Sum							9,835.00-
00001 KONE INC (MONTGOMERY KON	949366377	00163271	15006760	MAINT 7-9/16 CITY HALL ELEV	08/12/16	252713	1,136.76-

KONE INC (MONTGOMERY KON							
Sum							1,136.76-
00001 L E A DATA TECHNOLOGIES	07-0198-06	00162454	15006882	TRAINING DATABASE UPGRADE	08/12/16	252715	100.00-

L E A DATA TECHNOLOGIES							
Sum							100.00-
00001 LARD OIL COMPANY	0791596-IN	00163254	15006889	GREASE FOR MOWERS	08/12/16	252717	285.52-

LARD OIL COMPANY							
Sum							285.52-
00001 LAW ENFORCEMENT SEMINARS	847214703328	00163294	15006769	REG BROWN CLASS 8/29-30/16	08/12/16	252718	325.00-

LAW ENFORCEMENT SEMINARS							
Sum							325.00-
00001 LINEBARGER GOGGAN BLAIR	6/30/2016	02016669	15006673	POLICE FINES COLL.FEE	08/12/16	252721	76.19-

LINEBARGER GOGGAN BLAIR							
Sum							76.19-
00001 LOWE'S OF HATTIESBURG IN	924470	00162738	15006689	SHOP LIGHTS P/F ACADEMY	08/12/16	252723	17.28-
00001 LOWE'S OF HATTIESBURG IN	924469	00162738	15006690	KITCHEN FAUCET P/F ACADEMY	08/12/16	252723	152.48-

[illegible]

00001 MS POLICE SUPPLY CO INC	I-974	00161798 15006812	STREAMLIGHTS POLICE STOCK	08/12/16	252740	1,875.00-

MS POLICE SUPPLY CO INC						
Sum						1,875.00-
00001 MS POWER COMPANY	8/16 GENERAL	00201621 15006865	MNTHLY ELEC-GENERAL	08/12/16	252741	6,082.33-

MS POWER COMPANY						
Sum						6,082.33-
00001 MS STATE DEVELOPMENT AUT GRANT#R-103-		02016691 15006977	HCL LEVERAGE LENDER LLC	08/11/16	111105	10,117.67-

MS STATE DEVELOPMENT AUT						
Sum						10,117.67-
00001 MS STATE TAX COMMISSION/ PO#163192 8/		00163192 15006679	RPLCMNT TITLE U#19307 POLICE	08/12/16	252742	9.00-

MS STATE TAX COMMISSION/						
Sum						9.00-
00001 MS STATE/TAX COMM/UNDERC PO#163270 8/		00163270 15006765	NEW TAGS U#20463 & 20464	08/12/16	252744	32.00-

MS STATE/TAX COMM/UNDERC						
Sum						32.00-
00001 MS STATE/TREASURER/FINAN FINE COLLECT		02016674 15006751	FINE COLLECTIONS 7/16	08/04/16	111092	60,456.62-

MS STATE/TREASURER/FINAN						
Sum						60,456.62-
00001 MULTITECH OFFICE MACHINE 16080127		00163216 15006870	PRINTER SUPP INFO TECH	08/12/16	252745	267.80-

MULTITECH OFFICE MACHINE						
Sum						267.80-
00001 NAPA AUTO PARTS	548840	00162805 15006662	REPR PTS STREET/SANIT UNITS	08/12/16	252746	188.08-

NAPA AUTO PARTS						
Sum						188.08-
00001 NEEL-SCHAFFER INC	1038879-16-3	00163476 15006970	SRV 16TH AVE REALIGNMENT	08/12/16	252747	1,329.36-

NEEL-SCHAFFER INC						
Sum						1,329.36-
00001 NEWELL PAPER COMPANY	876834	00163075 15006650	PAPER TOWELS ACCTG/PURCH	08/12/16	252748	204.00-

NEWELL PAPER COMPANY						
Sum						204.00-
00001 NORTHERN SAFETY & INDUST 902042358		00163154 15006816	SAFETY/MEDICAL SUPP P/F ACDMY	08/12/16	252749	351.36-

NORTHERN SAFETY & INDUST						
Sum						351.36-
00001 OFFICE DEPOT INC	1959851979	00162538 15006652	PIN SYTLE BADGE COLEMAN	08/12/16	252750	10.98-
00001 OFFICE DEPOT INC	1961529569 &	00162726 15006808	OFFICE SUPP M/ADM	08/12/16	252750	390.16-
00001 OFFICE DEPOT INC	1959087848	00162830 15006810	COMPUTER SUPP INFO TECH	08/12/16	252750	2,226.78-
00001 OFFICE DEPOT INC	853162893001	00162780 15006817	STATION LOG BOOKS FIRE DEPT	08/12/16	252750	399.90-
00001 OFFICE DEPOT INC	853163361001	00162799 15006818	OFFICE CHAIR/CUSHION	08/12/16	252750	204.98-
00001 OFFICE DEPOT INC	1961033780	00162998 15006823	RULERS NNO PROMO	08/12/16	252750	43.00-
00001 OFFICE DEPOT INC	851923738001	00162726 15006828	CREDIT PO#162295 FIRE DEPT	08/12/16	252750	149.99

OFFICE DEPOT INC								-----
Sum								3,125.81-
00001	ORION PLANNING GROUP	2076	00163303	15006794	CONSULTING 7/16	PLANNING	08/12/16 252751	1,969.75-

ORION PLANNING GROUP								
Sum								1,969.75-
00001	OVERHEAD DOOR CO OF HBUR	76723	00162979	15006821	TRUCK MOUNTED REMOTE CONTROL		08/12/16 252752	55.00-

OVERHEAD DOOR CO OF HBUR								
Sum								55.00-
00001	OWENS BUSINESS MACHINES	313431	00163189	15006683	COPIER 8/16-7/17	COMM RELA	08/12/16 252753	690.00-
00001	OWENS BUSINESS MACHINES	313481	00163453	15006909	COPIER 8/16	M/ADM	08/12/16 252753	187.00-
00001	OWENS BUSINESS MACHINES	313482	00163453	15006910	COPY OVERAGE 7/16	M/ADM	08/12/16 252753	62.46-

OWENS BUSINESS MACHINES								
Sum								939.46-
00001	PALM PROPERTY DEVELOPMEN	MC#2014/198-	02016690	15006933	DL RENEWAL STATION LEASE PYMT		08/12/16 252754	1,100.00-

PALM PROPERTY DEVELOPMEN								
Sum								1,100.00-
00001	PEARL RIVER VALLEY EPA (	8/16 GENERAL	00201621	15006864	MNTHLY 8/16	PUBLIC SERVICES	08/12/16 252757	6,497.65-

PEARL RIVER VALLEY EPA (								
Sum								6,497.65-
00001	PENNEY, J C	COMMERCIAL	P911900JL00Y	00162765	15006953	CLOTH ALLOW BICE POLICE DEPT	08/12/16 252758	306.37-
00001	PENNEY, J C	COMMERCIAL	P911900JK00Y	00162759	15006956	CLOTH ALLOW MYERS-MITCHELL	08/12/16 252758	104.96-

PENNEY, J C COMMERCIAL								
Sum								411.33-
00001	PHOTO ARTS IMAGING PROFE	16-348	00162846	15006874	PRESERV HARDY LAND GRANT DOC		08/12/16 252760	616.50-

PHOTO ARTS IMAGING PROFE								
Sum								616.50-
00001	PINE BELT INDUSTRIAL SUP	4144379-0001	00163166	15006890	MOWER BELTS CEM STOCK		08/12/16 252761	60.87-

PINE BELT INDUSTRIAL SUP								
Sum								60.87-
00001	PINE BELT MENTAL HEALTHC	JUL-16	00163486	15006976	JAIL DIV GRANT 7/16		08/12/16 252762	653.42-

PINE BELT MENTAL HEALTHC								
Sum								653.42-
00001	PINE BELT OIL COMPANY IN	POLICE 7/1-7	00163268	15006755	REMOTE SITE FUEL CHGS 7/16		08/12/16 252763	506.33-
00001	PINE BELT OIL COMPANY IN	FIRE 7/1-7/3	00163268	15006756	REMOTE SITE FUEL CHGS 7/16		08/12/16 252763	1,196.10-
00001	PINE BELT OIL COMPANY IN	EMG MGT 7/1-	00163268	15006757	REMOTE SITE FUEL CHGS 7/16		08/12/16 252763	605.88-
00001	PINE BELT OIL COMPANY IN	1034328	00162858	15006895	GAS FOR FUEL STATION		08/12/16 252763	9,448.48-
00001	PINE BELT OIL COMPANY IN	1036396	00162858	15006896	DIESEL FOR FUEL STATION		08/12/16 252763	5,838.14-
00001	PINE BELT OIL COMPANY IN	1034337	00163007	15006897	GAS FOR FUEL STATION		08/12/16 252763	9,863.02-
00001	PINE BELT OIL COMPANY IN	1039107	00163007	15006898	DIESEL FOR FUEL STATION		08/12/16 252763	5,732.54-

PINE BELT OIL COMPANY IN								
Sum								33,190.49-

00001 PINE BELT READY MIX CONC	486276	00161373 15006732	CONCRETE CITY WIDE USE	08/12/16	252764	666.25-
00001 PINE BELT READY MIX CONC	486267	00161373 15006733	CONCRETE CITY WIDE USE	08/12/16	252764	1,998.75-
00001 PINE BELT READY MIX CONC	486930	00161373 15006734	CONCRETE CITY WIDE USE	08/12/16	252764	410.00-

PINE BELT READY MIX CONC						
Sum						3,075.00-
00001 PITMAN COMPANY	4637142-00	00163158 15006822	PLOTTER PAPER ENGR DEPT	08/12/16	252765	147.93-

PITMAN COMPANY						
Sum						147.93-
00001 PRECISION FAB & REFURBIS	535065	00162914 15006973	BRIDGE MODIFICATIONS	08/12/16	252769	1,955.86-

PRECISION FAB & REFURBIS						
Sum						1,955.86-
00001 RAYNER, JACK	000011	00163079 15006913	POLYGRAPHS FOR LATERALS	08/12/16	252770	600.00-

RAYNER, JACK						
Sum						600.00-
00001 REGIONS CARDHOLDER SERVI	7079 7/29/16	00162180 15006846	TRAV ADV CARROLL MML 6/27-29	08/12/16	252772	57.00-
00001 REGIONS CARDHOLDER SERVI	7079 7/29/16	00162173 15006847	TRAV ADV NAYLOR MML,MBC-LEO	08/12/16	252772	903.69-
00001 REGIONS CARDHOLDER SERVI	7079 7/29/16	00162638 15006848	HOTEL ARCHER APA CONF 9/14-15	08/12/16	252772	143.98-
00001 REGIONS CARDHOLDER SERVI	7079 7/29/16	00162753 15006849	HOTEL BRANTLEY APA 9/14-16/16	08/12/16	252772	143.98-
00001 REGIONS CARDHOLDER SERVI	7079 7/29/16	00162609 15006850	REG MADDOX APA CONF 9/14-16	08/12/16	252772	225.00-
00001 REGIONS CARDHOLDER SERVI	7079 7/29/16	00162611 15006851	REG ARCHER APA CONF 9/14-16	08/12/16	252772	225.00-
00001 REGIONS CARDHOLDER SERVI	7079 7/29/16	00162749 15006852	REG BRANTLEY APA CONF 9/14-16	08/12/16	252772	225.00-
00001 REGIONS CARDHOLDER SERVI	7079 7/29/16	00162851 15006853	JANIT SUPP CITY HALL WALMART	08/12/16	252772	88.28-
00001 REGIONS CARDHOLDER SERVI	7079 7/29/16	00163391 15006854	FINANCE CHARGE	08/12/16	252772	129.80-
00001 REGIONS CARDHOLDER SERVI	7079 7/29/16	00163382 15006855	BENSON HAZMAT TRNG 7/25 PEARL	08/12/16	252772	50.31-
00001 REGIONS CARDHOLDER SERVI	7079 7/29/16	00162681 15006856	EXPNS PRESLEY ACDMY 7/15-17	08/12/16	252772	287.13-
00001 REGIONS CARDHOLDER SERVI	7079 7/29/16	00162681 15006857	EXPNS WILSON ACDMY 7/15-17	08/12/16	252772	287.12-
00001 REGIONS CARDHOLDER SERVI	7079 7/29/16	00162459 15006858	CLOTH ALLOW SIMS POLICE DEPT	08/12/16	252772	398.87-
00001 REGIONS CARDHOLDER SERVI	7079 7/29/16	00162790 15006859	TRAV HARRIS 7/18-20 WATCHGRD	08/12/16	252772	812.65-
00001 REGIONS CARDHOLDER SERVI	7079 7/29/16	00162656 15006860	PICTURES ACDMY ASSEMBLY ROOM	08/12/16	252772	249.61-
00001 REGIONS CARDHOLDER SERVI	7079 7/29/16	00163378 15006861	MEALS HARRIS 7/24 COMMAND CLG	08/12/16	252772	100.96-
00001 REGIONS CARDHOLDER SERVI	7079 7/29/16	00163379 15006862	MEALS COOK 7/24 COMMAND CLG	08/12/16	252772	81.55-
00001 REGIONS CARDHOLDER SERVI	7079 7/29/16	00161877 15006863	TRVL MCKINLEY MML 6/26-29	08/12/16	252772	23.53-

REGIONS CARDHOLDER SERVI						
Sum						4,433.46-
00001 RICOH CORP	5043537098 G	00163236 15006717	PRODUCTION PRINTER CHARGES	08/12/16	252773	445.53-

RICOH CORP						
Sum						445.53-
00001 RJ YOUNG COMPANY	455554	00163243 15006716	COPIER 6/25-7/24 MUN COURT	08/12/16	252774	335.00-
00001 RJ YOUNG COMPANY	INV1464536	00163347 15006805	COPIER 6/28-7/27 FIRE DEPT	08/12/16	252774	219.35-
00001 RJ YOUNG COMPANY	INV1457930	00163386 15006881	COPIER 6/28-7/27 DETECTIVES	08/12/16	252774	492.00-
00001 RJ YOUNG COMPANY	INV1464535	00163362 15006883	COPIER 6/28-7/27 P/F ACADEMY	08/12/16	252774	374.41-

RJ YOUNG COMPANY						
Sum						1,420.76-
00001 RJM MCQUEEN CONTRACTING	1102	00163119 15006670	HOOD DRIVEWAY	08/12/16	252775	7,035.95-

RJM MCQUEEN CONTRACTING

Sum									7,035.95-
00001	ROGERS-DABBS CHEVROLET H	65020(A)	00163008	15006654	DELIVERY FEE U#20463 POLICE	08/12/16	252776		135.00-
00001	ROGERS-DABBS CHEVROLET H	65020(B)	00163008	15006655	DELIVERY FEE U#20464 POLICE	08/12/16	252776		135.00-
00001	ROGERS-DABBS CHEVROLET H	65014	00159159	15006656	2016 TAHOE U#20463 POLICE	08/12/16	252776		36,939.95-
00001	ROGERS-DABBS CHEVROLET H	65013	00159159	15006657	2016 TAHOE U#20464 POLICE	08/12/16	252776		36,939.95-

ROGERS-DABBS CHEVROLET H

Sum									74,149.90-
00001	ROGERS, KEVIN & ASSOCIAT	TITLE OPINIO	00163300	15006919	5 TITLE OPINIONS LAND CODE	08/12/16	252777		1,150.00-

ROGERS, KEVIN & ASSOCIAT

Sum									1,150.00-
00001	ROUSE, DORIS B (REFUND)	CEMETERY SPA	02016683	15006754	BUY BACK CEMETERY SPACES	08/04/16	111095		350.00-

ROUSE, DORIS B (REFUND)

Sum									350.00-
00001	SACKS OUTDOOR SUPPLY	21573	00163256	15006912	CLOTH ALLOW MCLEMORE POLICE	08/12/16	252778		164.97-

SACKS OUTDOOR SUPPLY

Sum									164.97-
00001	SALVATION ARMY	BGC2016-11	00160262	15006954	AD/SPONSOR FORE KIDS GOLF	08/12/16	252779		1,000.00-

SALVATION ARMY

Sum									1,000.00-
00001	SCOTT, CLYDE C INSURANCE	3E7091216	00163186	15006682	MOTORCYCLE INS 5/16-5/17	08/12/16	252780		17,060.00-

SCOTT, CLYDE C INSURANCE

Sum									17,060.00-
00001	SHERWIN-WILLIAMS COMPANY	1595-7	00163112	15006886	MARKING PAINT TRAFFIC DEPT	08/12/16	252783		3,119.05-
00001	SHERWIN-WILLIAMS COMPANY	1660-9	00163203	15006887	PAINT MCKINLEY OFFICE PUB WRK	08/12/16	252783		184.64-
00001	SHERWIN-WILLIAMS COMPANY	4403-9	00163112	15006891	MARKING PAINT TRAFFIC DEPT	08/12/16	252783		4,247.90-
00001	SHERWIN-WILLIAMS COMPANY	1555-1	00163112	15006892	CREDIT	08/12/16	252783		4,247.90
00001	SHERWIN-WILLIAMS COMPANY	1558-5	00163112	15006893	MARKING PAINT TRAFFIC DEPT	08/12/16	252783		3,797.70-
00001	SHERWIN-WILLIAMS COMPANY	1592-4	00163112	15006894	CREDIT	08/12/16	252783		3,797.70

SHERWIN-WILLIAMS COMPANY

Sum									3,303.69-
00001	SHOWS DEARMAN & WAITS IN	19218	00163183	15006692	SRV GORDON CRK REPRS	08/12/16	252784		1,375.00-
00001	SHOWS DEARMAN & WAITS IN	19205	00163184	15006693	SRV TOPO/EXPAN WAREHSE PLT#2	08/12/16	252784		1,265.00-
00001	SHOWS DEARMAN & WAITS IN	19204	00163185	15006694	SRV SWR HOLD SEPTIC TANK RMVL	08/12/16	252784		225.00-

SHOWS DEARMAN & WAITS IN

Sum									2,865.00-
00001	SIGNS FIRST	H-55463	00163147	15006725	EMT PARKING SIGNS	08/12/16	252785		109.32-

SIGNS FIRST

Sum									109.32-
00001	SOLAR SUPPLY INC	3482311	00163094	15006718	HVAC REPR SUPP TRAIN DEPOT	08/12/16	252788		110.83-
00001	SOLAR SUPPLY INC	3482610	00163334	15006927	HAND TOOLS CONSTR DEPT	08/12/16	252788		161.78-

SOLAR SUPPLY INC

Sum								272.61-
00001	SOUNDOFF SIGNAL	3532	00162439	15006814	LIGHTS/SIRENS NEW POLICE UNITS	08/12/16	252789	17,883.00-
00001	SOUNDOFF SIGNAL	3570	00162439	15006815	SPEAKER BRACKET KITS	08/12/16	252789	374.40-

SOUNDOFF SIGNAL

Sum								18,257.40-
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00001	SOUTHERN FINANCIAL SYSTE	CMCHAT2 7/5-	02016670	15006674	POLICE FINES COLL.FEE	08/12/16	252790	2,749.90-
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT3 7/5-	02016671	15006675	POLICE FINES COLL.FEE	08/12/16	252790	2,420.50-
00001	SOUTHERN FINANCIAL SYSTE	CMAHT 7/5-8/	02016698	15006934	POLICE FINES COLL.FEE	08/12/16	252790	203.63-
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT2 7/19	02016699	15006935	POLICE FINES COLL.FEE	08/12/16	252790	3,112.69-
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT3 7/16	02016700	15006936	POLICE FINES COLL.FEE	08/12/16	252790	1,201.30-

SOUTHERN FINANCIAL SYSTE

Sum								9,688.02-
00001	SOUTHERN PINE ELECTRIC P	8/16 GENERAL	00201621	15006937	MNTHLY 8/16 PUBLIC SERVICES	08/12/16	252792	1,218.68-

SOUTHERN PINE ELECTRIC P

Sum								1,218.68-
00001	SOUTHERN PINES ANIMAL SH	9/16	00163287	15006787	HANDLING/HOUSING 9/16	08/12/16	252793	9,716.00-

SOUTHERN PINES ANIMAL SH

Sum								9,716.00-
00001	SOUTHERN TIRE MART LLC	11117526	00163127	15006826	TIRES U#20373 ST CLEAN	08/12/16	252795	1,357.70-

SOUTHERN TIRE MART LLC

Sum								1,357.70-
00001	SOUTHGROUP (HATTIESBURG	52558 BRADLE	00163444	15006899	BOND RNWL BRADLEY 2016-2017	08/12/16	252796	350.00-
00001	SOUTHGROUP (HATTIESBURG	52537 DELGAD	00163444	15006900	BOND RNWL DELGADO 2016-2017	08/12/16	252796	350.00-
00001	SOUTHGROUP (HATTIESBURG	52529 CARROL	00163444	15006901	BOND RNWL CARROLL 2016-2017	08/12/16	252796	350.00-
00001	SOUTHGROUP (HATTIESBURG	52611 DRYDEN	00163444	15006902	BOND RNWL DRYDEN 2016-2017	08/12/16	252796	350.00-
00001	SOUTHGROUP (HATTIESBURG	52548 NAYLOR	00163444	15006903	BOND RNWL NAYLOR 2016-2017	08/12/16	252796	350.00-

SOUTHGROUP (HATTIESBURG

Sum								1,750.00-
00001	SOUTHWEST PROMOTIONAL SO	3072	00163265	15006723	CHALLENGE COINS POLICE/FIRE	08/12/16	252797	389.00-

SOUTHWEST PROMOTIONAL SO

Sum								389.00-
00001	STALLINGS, CHARLES	CRS FLOOD PR	00163326	15006795	CONSULT CRS FLOOD PROGRAM	08/12/16	252801	2,000.00-

STALLINGS, CHARLES

Sum								2,000.00-
00001	STANDARD OFFICE SUPPLY C	0063740-001	00163208	15006809	OFFICE SUPP RISK MGMT	08/12/16	252802	110.50-
00001	STANDARD OFFICE SUPPLY C	0063768-001	00163253	15006911	OFFICE SUPP POLICE DEPT	08/12/16	252802	342.70-

STANDARD OFFICE SUPPLY C

Sum								453.20-
00001	STATE FIRE ACADEMY	24597 DUNCAN	00163157	15006687	REG DUNCAN 6/20-23 CLASSES	08/12/16	252803	68.00-

[illegible]

00001 WATCH GUARD VIDEO	ACCINV000825 00162223 15006764 VIDEO CONTROL PANEL U#18202	08/12/16	252829	765.00-

WATCH GUARD VIDEO				
Sum				765.00-
00001 WATERS INTERNATIONAL TRU 08P816217	00162896 15006713 REPR PTS/SUPP U#11302/STOCK	08/12/16	252831	361.66-
00001 WATERS INTERNATIONAL TRU 08P816036	00163280 15006825 WHEEL KITS SANIT STOCK	08/12/16	252831	179.76-

WATERS INTERNATIONAL TRU				
Sum				541.42-
00001 WATTS BROTHERS TRACTOR C 01-16394	00162661 15006780 REPR PTS STREET STOCK	08/12/16	252833	27.75-

WATTS BROTHERS TRACTOR C				
Sum				27.75-
00001 WILLIAMS, TERESA	PETTY CASH 5 00163348 15006824 PETTY CASH TRAFFIC/CONSTR	08/12/16	252837	577.28-

WILLIAMS, TERESA				
Sum				577.28-
00001 WILLMUT GAS & OIL COMPAN 8/16 GENERAL 00201621	15006938 MNTHLY GAS-GENERAL	08/12/16	252839	314.31-

WILLMUT GAS & OIL COMPAN				
Sum				314.31-
00001 WILSON, EDDIE	TRAVEL REIMB 00163422 15006918 MEALS STATE FIRE ACDMY CLASS	08/12/16	252840	77.72-

WILSON, EDDIE				
Sum				77.72-
00001 1ST SOURCE SERVALL	GG8402412 00163123 15006712 WTR COOLER MOTOR CONSTR DEPT	08/12/16	252843	57.21-

1ST SOURCE SERVALL				
Sum				57.21-

Sum				1,495,226.69-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 08/11/16

PERIOD ENDING AUGUST 12, 2016

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND							
00002 A & R FARM AND GARDEN	287428	00163233	15001670	INSECTICIDE FOR FIRE ANTS	08/12/16	252590	168.00-

A & R FARM AND GARDEN							
Sum							168.00-
00002 AGRI-AFC LLC	5265003	00163232	15001667	HERBICIDE	08/12/16	252595	84.00-

AGRI-AFC LLC							
Sum							84.00-
00002 ALLBRITTON CHAIN SAW & L	45367	00162974	15001659	WEEDEATERS/BLOWERS/EDGERS	08/12/16	252596	11,055.00-

ALLBRITTON CHAIN SAW & L							
Sum							11,055.00-
00002 ANOINTED HANDS SERVICES, 2580		00163284	15001673	SERVS 8/16 GRNDS MAINT	08/12/16	252601	250.00-

ANOINTED HANDS SERVICES,							
Sum							250.00-
00002 BRACKMAN MOWER WAREHOUSE	16292	00162932	15001662	AGRI EQUIP REPR PTS/SUPP	08/12/16	252615	391.50-
00002 BRACKMAN MOWER WAREHOUSE	16943	00163052	15001663	REPR PTS U#18867 MOWER	08/12/16	252615	58.70-
00002 BRACKMAN MOWER WAREHOUSE	16942	00163130	15001664	REPR PTS U#17997 MOWER	08/12/16	252615	166.89-
00002 BRACKMAN MOWER WAREHOUSE	17216	00163167	15001671	REPRS U#19465 MOWER	08/12/16	252615	352.44-
00002 BRACKMAN MOWER WAREHOUSE	17117	00163234	15001672	AGRI EQUIP PTS/SUPP	08/12/16	252615	1,591.10-
00002 BRACKMAN MOWER WAREHOUSE	17544	00163419	15001714	REPRS U#15517 MOWER	08/12/16	252615	233.11-
00002 BRACKMAN MOWER WAREHOUSE	17549	00163421	15001715	REPRS U#19464 MOWER	08/12/16	252615	122.73-
00002 BRACKMAN MOWER WAREHOUSE	17550	00163430	15001716	REPRS U#19303 MOWER	08/12/16	252615	135.92-

BRACKMAN MOWER WAREHOUSE							
Sum							3,052.39-
00002 BRADDOCK, ARETHA	OFFICIAL 7/2	02016695	15001684	OFFICIAL-ADULT SOFTBALL	08/12/16	252616	440.00-

BRADDOCK, ARETHA							
Sum							440.00-
00002 C SPIRE WIRELESS (CELLUL	6/23-7/22/16	02016680	15001712	CELL SERV 7/16 PARKS & REC	08/12/16	252620	198.96-

C SPIRE WIRELESS (CELLUL							
Sum							198.96-
00002 CAWTHON, ANDREW C	OFFICIAL 7/2	02016695	15001685	OFFICIAL-ADULT SOFTBALL	08/12/16	252625	560.00-

CAWTHON, ANDREW C							
Sum							560.00-
00002 CITY OF HATTIESBURG FUND	TRF 1ST 8/16	02016682	15001661	TRF 1ST 8/16 PAYROLL	08/03/16	311057	69,551.63-

CITY OF HATTIESBURG FUND							
Sum							69,551.63-
00002 CLEMTS HARDWARE	115615	00163114	15001654	EXTENSION CORDS CITY WIDE USE	08/12/16	252631	85.90-
00002 CLEMTS HARDWARE	115691	00163441	15001713	TOOL SET/WATER COOLER	08/12/16	252631	131.99-

00002 CLEMTS HARDWARE	115696	00163454 15001717 TIE DOWN STRAPS	08/12/16	252631	134.95-

CLEMTS HARDWARE					
Sum					352.84-
00002 COMMERCIAL STATIONERY CO 390450-0		00163210 15001703 OFFICE SUPP MCNAIR CNTR	08/12/16	252634	62.29-
00002 COMMERCIAL STATIONERY CO 390570-0		00163299 15001709 FOOTBALL PROGRAM BINDERS	08/12/16	252634	44.85-

COMMERCIAL STATIONERY CO					
Sum					107.14-
00002 CURTIS, KELLSEY D	SPORTS SERVS 02016696	15001695 SPORTS SUPPORT SERVICES	08/12/16	252643	120.00-

CURTIS, KELLSEY D					
Sum					120.00-
00002 DIXON, TIMOTHY	OFFICIAL 7/2 02016695	15001686 OFFICIAL-ADULT SOFTBALL	08/12/16	252647	120.00-

DIXON, TIMOTHY					
Sum					120.00-
00002 ELKINS WHOLESALE INC	286215-00	00163231 15001669 JANIT SUPP GRNDS MAINT	08/12/16	252655	249.05-

ELKINS WHOLESALE INC					
Sum					249.05-
00002 ESTERS, WILLARD (BUTCH)	OFFICIAL 7/2 02016695	15001687 OFFICIAL-ADULT SOFTBALL	08/12/16	252658	340.00-

ESTERS, WILLARD (BUTCH)					
Sum					340.00-
00002 EVERETT, RAYFORD	OFFICIAL 7/2 02016695	15001688 OFFICIAL-ADULT SOFTBALL	08/12/16	252660	460.00-

EVERETT, RAYFORD					
Sum					460.00-
00002 EXCEL INDUSTRIES INC	1613134	00162423 15001711 COMMERICAL MOWERS GRNDS MAINT	08/12/16	252661	22,678.18-

EXCEL INDUSTRIES INC					
Sum					22,678.18-
00002 GRIFFIN, GABRIEL	OFFICIAL 7/2 02016695	15001689 OFFICIAL-ADULT SOFTBALL	08/12/16	252685	230.00-

GRIFFIN, GABRIEL					
Sum					230.00-
00002 HAVARD PEST CONTROL INC	1016777	02016697 15001721 SRV 8/16 BOYS BROTHERHOOD	08/12/16	252694	48.00-

HAVARD PEST CONTROL INC					
Sum					48.00-
00002 JONES, ANN	PETTY CASH 7 00163286	15001677 PETTY CASH GRNDS MAINT	08/12/16	252708	55.24-

JONES, ANN					
Sum					55.24-
00002 KETTLEY, ANNETTE	SPORTS SERVS 02016696	15001696 SPORTS SUPPORT SERVICES	08/12/16	252711	232.00-

KETTLEY, ANNETTE					
Sum					232.00-
00002 LANCASTER'S MACHINE & WE 22763		00162647 15001658 REPR FERTILIZER SPREADER	08/12/16	252716	150.00-

00002 LANCASTER'S MACHINE & WE 22800	00163397 15001708 WELD REPR U#15557 MOWER	08/12/16	252716	90.00-

LANCASTER'S MACHINE & WE				
Sum				240.00-
00002 LIGHTNING PROTECTION SYS 8CTP(A)	00162645 15001705 LIGHT SYS REPR TATUM PARK	08/12/16	252720	311.00-
00002 LIGHTNING PROTECTION SYS 8CTP(B)	00162744 15001706 LIGHT SYS BATTERY BACKUP	08/12/16	252720	125.00-
00002 LIGHTNING PROTECTION SYS 8CTP(C)	00163414 15001707 LIGHT SYS REPR TATUM PARK	08/12/16	252720	404.80-

LIGHTNING PROTECTION SYS				
Sum				840.80-
00002 LOWE'S OF HATTIESBURG IN 953400	00162648 15001655 CEILING FAN CAMERON BLEACHERS	08/12/16	252723	72.18-

LOWE'S OF HATTIESBURG IN				
Sum				72.18-
00002 MCMULLAN EQUIPMENT CO 3703153C	00163125 15001680 REPRS U#18559 TRUCK	08/12/16	252730	237.00-

MCMULLAN EQUIPMENT CO				
Sum				237.00-
00002 MILLER, CLIFF OFFICIAL 7/2	02016695 15001690 OFFICIAL-ADULT SOFTBALL	08/12/16	252733	100.00-

MILLER, CLIFF				
Sum				100.00-
00002 MOORE'S LOCK AND KEY LLC 20795	00163077 15001678 CHANGE FACILITY LOCKS TATUM	08/12/16	252736	201.00-

MOORE'S LOCK AND KEY LLC				
Sum				201.00-
00002 MS POWER COMPANY 8/16	PKS/REC 00201621 15001701 MNTHLY ELEC-PARKS & REC	08/12/16	252741	1,307.16-

MS POWER COMPANY				
Sum				1,307.16-
00002 NEEL-SCHAFFER INC 1038879-15-1	00154569 15001700 E HARDY ST PARK SITE TESTING	08/12/16	252747	3,117.62-

NEEL-SCHAFFER INC				
Sum				3,117.62-
00002 NEWELL PAPER COMPANY 877350	00163202 15001704 INSECTICIDE	08/12/16	252748	288.00-

NEWELL PAPER COMPANY				
Sum				288.00-
00002 PLAY IT AGAIN SPORTS PO#162973 8/	00162973 15001668 SHIRTS ADULT SOFTBALL CHAMPS	08/12/16	252767	2,965.00-

PLAY IT AGAIN SPORTS				
Sum				2,965.00-
00002 POWELL, RANDY SPORTS SERVS	02016696 15001697 SPORTS SUPPORT SERVICES	08/12/16	252768	280.00-

POWELL, RANDY				
Sum				280.00-
00002 SHERWIN-WILLIAMS COMPANY 1487-7	00163097 15001702 BALLFIELD MARKING PAINT	08/12/16	252783	1,056.00-

SHERWIN-WILLIAMS COMPANY				
Sum				1,056.00-
00002 SMITH, CARLTON L OFFICIAL 7/2	02016695 15001691 OFFICIAL-ADULT SOFTBALL	08/12/16	252787	520.00-

SMITH, CARLTON L								
Sum								520.00-
00002	SOLAR SUPPLY INC	3482310	00163051	15001679	ELEC SUPP TIMBERTON CONCESSNS	08/12/16	252788	126.90-

SOLAR SUPPLY INC								
Sum								126.90-
00002	SOUTHERN TIRE MART #9 (M	9012107	00163073	15001656	TIRE U#9484 TRAILER	08/12/16	252794	50.00-
00002	SOUTHERN TIRE MART #9 (M	9012129	00163083	15001657	TIRE REPR U#18867 MOWER	08/12/16	252794	26.00-
00002	SOUTHERN TIRE MART #9 (M	9012306	00163214	15001665	TIRE U#17050 TRAILER	08/12/16	252794	72.37-
00002	SOUTHERN TIRE MART #9 (M	9011950	00162961	15001681	TIRE U#18866 MOWER	08/12/16	252794	97.00-

SOUTHERN TIRE MART #9 (M								
Sum								245.37-
00002	SPORTS ILLUSTRATED PLAY	247087	00163237	15001666	REG 2016 HPR FOOTBALL	08/12/16	252798	241.75-

SPORTS ILLUSTRATED PLAY								
Sum								241.75-
00002	STACO MANUFACTURING	4746	00163308	15001718	BENCH FOUNDATION REPR C HALL	08/12/16	252799	2,000.00-

STACO MANUFACTURING								
Sum								2,000.00-
00002	STACO MANUFACTURING CO	4744	00160074	15001675	FAB FOUNTAIN BENCH CITY HALL	08/12/16	252800	7,000.00-

STACO MANUFACTURING CO								
Sum								7,000.00-
00002	TERRELL, WINSTON	OFFICIAL 7/2	02016695	15001692	OFFICIAL-ADULT SOFTBALL	08/12/16	252806	430.00-

TERRELL, WINSTON								
Sum								430.00-
00002	TROTTER, COREY	OFFICIAL 7/2	02016695	15001693	OFFICIAL-ADULT SOFTBALL	08/12/16	252811	200.00-

TROTTER, COREY								
Sum								200.00-
00002	VARNADO, ALEXANDRIA	SPORTS SERVS	02016696	15001698	SPORTS SUPPORT SERVICES	08/12/16	252820	184.00-

VARNADO, ALEXANDRIA								
Sum								184.00-
00002	VARNADO, UNDREA	SPORTS SERVS	02016696	15001699	SPORTS SUPPORT SERVICES	08/12/16	252821	312.00-

VARNADO, UNDREA								
Sum								312.00-
00002	VULCAN MATERIALS CO	50196524	00160273	15001683	CRUSHED STONE TATUM ROADWAY	08/12/16	252823	994.95-

VULCAN MATERIALS CO								
Sum								994.95-
00002	W.A.POWE AQUATICS, LLC	6/18/16	00163467	15001719	LIFEGUARD TRAINING	08/12/16	252825	600.00-
00002	W.A.POWE AQUATICS, LLC	5/25/16 REC	00163467	15001720	LIFEGUARD TRAINING	08/12/16	252825	1,500.00-

W.A.POWE AQUATICS, LLC								
Sum								2,100.00-

00002 WATER FLOW PRODUCTIONS I 9805	00161188 15001674 IRRIGATION ASSMNT DIXIE MAJOR	08/12/16	252830	153.03-

WATER FLOW PRODUCTIONS I				
Sum				153.03-
00002 WATTS BROTHERS TRACTOR C 01-17290	00163193 15001682 REPR PTS TRACTOR	08/12/16	252833	137.00-

WATTS BROTHERS TRACTOR C				
Sum				137.00-
00002 WILLIAMS. CHRISTY M	OFFICIAL 7/2 02016695 15001694 OFFICIAL-ADULT SOFTBALL	08/12/16	252835	300.00-

WILLIAMS. CHRISTY M				
Sum				300.00-
00002 WILLMUT GAS & OIL COMPAN 8/16 PKS/REC 00201621 15001710 MNTHLY GAS-PARKS & REC		08/12/16	252839	12.66-

WILLMUT GAS & OIL COMPAN				
Sum				12.66-

Sum				136,014.85-

PERIOD ENDING AUGUST 12, 2016

Date - 08/11/16

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

Check
No.

Check
Amount

HATT.MUNICIPAL FIRE PROTECTION

00005	MOTOROLA	CUSTOMER	CONNEC	13120888	00162618	15000061	RADIO ACCESSORIES	08/12/16	252737	1,122.90-
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MOTOROLA CUSTOMER CONNEC

Sum

00005	TRUSTMARK NATIONAL BANK/	A/C	28401107	02016694	15000062	FIRE TRUCK LEASE NOTE#33523	08/09/16	21961	14,340.60-
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TRUSTMARK NATIONAL BANK/

Sum

14,340.60-

Sum

15,463.50-

00009 CITY OF HATTIESBURG FUND TRF 1ST 8/16 02016682 15001543 TRF 1ST 8/16 PAYROLL	08/03/16	21960	84,973.96-

CITY OF HATTIESBURG FUND			84,973.96-
Sum			
00009 CONTROL SYSTEMS INC 52729 00163168 15001578 ELEC REPR WESLEY ET	08/12/16	252639	941.94-

CONTROL SYSTEMS INC			941.94-
Sum			4.48-
00009 EATON, ALVIN K PETTY CASH 6 00163452 15001581 PETTY CASH W&SO&M	08/12/16	252651	

EATON, ALVIN K			4.48-
Sum			14.40-
00009 G & K SERVICES 1035748052 00163241 15001548 MOP/MAT 8/01 PLANT	08/12/16	252677	50.51-
00009 G & K SERVICES 1035748051 00163241 15001549 UNIFORMS 8/01 PLANT	08/12/16	252677	97.40-
00009 G & K SERVICES 1035748049 00163241 15001550 UNIFORMS 8/01 SEWER	08/12/16	252677	29.42-
00009 G & K SERVICES 1035748050 00163241 15001551 UNIFORMS 8/01 LAGOON	08/12/16	252677	54.08-
00009 G & K SERVICES 1035748048 00163241 15001552 UNIFORMS 8/01 TRANS	08/12/16	252677	14.40-
00009 G & K SERVICES 1035750276 00163458 15001593 MOP/MAT 8/08 PLANT	08/12/16	252677	50.51-
00009 G & K SERVICES 1035750275 00163458 15001594 UNIFORMS 8/08 PLANT	08/12/16	252677	149.50-
00009 G & K SERVICES 1035750273 00163458 15001595 UNIFORMS 8/08 SEWER	08/12/16	252677	29.42-
00009 G & K SERVICES 1035750274 00163458 15001596 UNIFORMS 8/08 LAGOON	08/12/16	252677	57.62-
00009 G & K SERVICES 1035750272 00163458 15001597 UNIFORMS 8/08 TRANS	08/12/16	252677	

G & K SERVICES			547.26-
Sum			687.50-
00009 GARNER LUMLEY ELECTRIC S 527094 00162829 15001569 ELEC SUPP PUMP #1 PLT #2	08/12/16	252679	

GARNER LUMLEY ELECTRIC S			687.50-
Sum			2,500.00-
00009 GRINER DRILLING SERVICE R40388 00162848 15001598 REPRS PUMP #1 PLANT #1	08/12/16	252686	

GRINER DRILLING SERVICE			2,500.00-
Sum			98.07-
00009 H'BURG HYDRAULICS INC 65489 00163249 15001547 HOSE ASSY TRANS DEPT	08/12/16	252691	

H'BURG HYDRAULICS INC			98.07-
Sum			625.00-
00009 INDUSTRIAL ELECTRIC MOTO FRI-1587 00162936 15001571 REPR BACKWASH PUMP JAMES ST	08/12/16	252700	

INDUSTRIAL ELECTRIC MOTO			625.00-
Sum			25,440.00-
00009 L & A CONTRACTING CO 483-060 00163319 15001566 AERATOR MNT 7/1-15 LAGOONS	08/12/16	252714	24,670.00-
00009 L & A CONTRACTING CO 483-061 00163319 15001567 AERATOR MNT 7/18-29 LAGOONS	08/12/16	252714	

L & A CONTRACTING CO			50,110.00-
Sum			18.95-
00009 MCELHANEY PLUMBING INC 243702 00160036 15001540 PLUMB SUPP TRANS DEPT	08/12/16	252729	37.70-
00009 MCELHANEY PLUMBING INC 247266 00163410 15001584 FAUCETS PLT #2	08/12/16	252729	

MCELHANEY PLUMBING INC			56.65-
Sum			

00009 MS POWER COMPANY	8/16 W&SO&M	00201621 15001576 MNTHLY ELEC-W&SO&M	08/12/16	252741	31,155.10-

MS POWER COMPANY					
Sum					31,155.10-
00009 OVERHEAD DOOR CO OF HBUR	76864	00161945 15001573 REPR SERVICE DOOR SEWER DEPT	08/12/16	252752	439.95-

OVERHEAD DOOR CO OF HBUR					
Sum					439.95-
00009 PEARL RIVER VALLEY EPA (	8/16 W&SO&M	00201621 15001575 MNTHLY 8/16 PUBLIC SERVICES	08/12/16	252757	8,619.87-

PEARL RIVER VALLEY EPA (					
Sum					8,619.87-
00009 PINE BELT INDUSTRIAL SUP	4143259-01	00162290 15001556 REDUCERS SOUTH LAGOON	08/12/16	252761	20,250.00-

PINE BELT INDUSTRIAL SUP					
Sum					20,250.00-
00009 REGIONS CARDHOLDER SERVI	7079 7/29/16	00162850 15001574 OFFICE SUPP WTR BILLING OFFC	08/12/16	252772	79.36-

REGIONS CARDHOLDER SERVI					
Sum					79.36-
00009 RICOH CORP	5043537098 W	00163236 15001546 PRODUCTION PRINTER CHARGES	08/12/16	252773	121.21-

RICOH CORP					
Sum					121.21-
00009 RJM MCQUEEN CONTRACTING	1098	00163311 15001557 SEWER #16-S28TH ARCADIA PROJ	08/12/16	252775	24,746.85-
00009 RJM MCQUEEN CONTRACTING	1099	00163312 15001558 SEWER 25-E SHORT & 7TH PROJ	08/12/16	252775	13,472.00-
00009 RJM MCQUEEN CONTRACTING	1110	00163313 15001559 BYPASS PUMP PIEDMONT APTS	08/12/16	252775	8,765.00-
00009 RJM MCQUEEN CONTRACTING	1109	00163314 15001560 METER CHANGE OUT USA YEAST	08/12/16	252775	2,302.06-
00009 RJM MCQUEEN CONTRACTING	1091	00163318 15001561 SWR REPR METHODIST-WEATHERSBY	08/12/16	252775	42,085.00-
00009 RJM MCQUEEN CONTRACTING	1092	00163318 15001562 SWR SRV HWY 98 ROLLINGWOOD	08/12/16	252775	9,330.00-

RJM MCQUEEN CONTRACTING					
Sum					100,700.91-
00009 SOUTHERN HOSE	084127	00162831 15001538 PLUMB SUPP SEWER DEPT	08/12/16	252791	2,864.93-

SOUTHERN HOSE					
Sum					2,864.93-
00009 SOUTHERN PINE ELECTRIC P	8/16 W&SO&M	00201621 15001586 MNTHLY 8/16 PUBLIC SERVICES	08/12/16	252792	606.88-

SOUTHERN PINE ELECTRIC P					
Sum					606.88-
00009 THE SPECTRUM GROUP INC	7064	00162667 15001568 CHLORINE MONITOR WTR PLT	08/12/16	252807	2,964.58-

THE SPECTRUM GROUP INC					
Sum					2,964.58-
00009 TRUCK SERVICE & EQUIPMEN	164-0004582	00157576 15001592 REPR PTS U#15916 SEWER	08/12/16	252812	40.17-

TRUCK SERVICE & EQUIPMEN					
Sum					40.17-

00009 UNITED FENCE COMPANY	00017605	00161936 15001579 BLDG MATLS SEWER DEPT	08/12/16	252815	149.40-

UNITED FENCE COMPANY					
Sum					149.40-
00009 USA BLUEBOOK	017402	00163065 15001582 RAIN GEAR WTR SERVICE MEN	08/12/16	252817	134.71-

USA BLUEBOOK					
Sum					134.71-
00009 WARREN PAVING INC	24267MB	00162649 15001588 LIMESTONE TRANS DEPT	08/12/16	252827	2,253.98-
00009 WARREN PAVING INC	24429MB	00162649 15001589 LIMESTONE TRANS DEPT	08/12/16	252827	5,488.63-
00009 WARREN PAVING INC	24349MB	00162649 15001590 LIMESTONE TRANS DEPT	08/12/16	252827	3,634.20-

WARREN PAVING INC					
Sum					11,376.81-
00009 WATKINS & EAGAR	373328	00163351 15001563 SRVS GULF RESTORATION	08/12/16	252832	745.32-
00009 WATKINS & EAGAR	373329	00163351 15001564 SRVS ROBERT ABRAHMS VS CITY	08/12/16	252832	8,448.55-
00009 WATKINS & EAGAR	373327	00163351 15001565 SRVS ENVIRO WASTEWTR COMP	08/12/16	252832	45,117.06-

WATKINS & EAGAR					
Sum					54,310.93-
00009 WILLMUT GAS & OIL COMPAN 8/16 W&SO&M	00201621	15001587 MNTHLY GAS-W&SO&M	08/12/16	252839	10.05-

WILLMUT GAS & OIL COMPAN					
Sum					10.05-
00009 XYLEM WATER SOLUTIONS US 3556913380	00162605	15001572 CONTROL SYS REPR WTR PLANTS	08/12/16	252842	4,000.00-

XYLEM WATER SOLUTIONS US					
Sum					4,000.00-

Sum					384,385.43-

00011 INTERIOR EXTERIOR BLDNG	METER DEP RF 02016666 15000706 METER DEP RFD	08/12/16	252702	31.86-

INTERIOR EXTERIOR BLDNG				31.86-
Sum				5.28-
00011 KEYS, IRIS LETONIA	METER DEP RF 02016667 15000716 METER DEP RFD	08/12/16	252712	5.28-

KEYS, IRIS LETONIA				5.28-
Sum				75.00-
00011 LEBLANC, ARTHUR	METER DEP RF 02016666 15000705 METER DEP RFD	08/12/16	252719	75.00-

LEBLANC, ARTHUR				75.00-
Sum				75.00-
00011 LONDON AND STETELMAN REA	METER DEP RF 02016666 15000712 METER DEP RFD	08/12/16	252722	75.00-

LONDON AND STETELMAN REA				75.00-
Sum				7.84-
00011 MAPSON, SEAN	METER DEP RF 02016666 15000708 METER DEP RFD	08/12/16	252725	7.84-

MAPSON, SEAN				7.84-
Sum				33.32-
00011 MAYLE, CODY R	METER DEP RF 02016666 15000713 METER DEP RFD	08/12/16	252726	33.32-

MAYLE, CODY R				33.32-
Sum				75.00-
00011 PHILLIPS, VICTORIA	METER DEP RF 02016666 15000714 METER DEP RFD	08/12/16	252759	75.00-

PHILLIPS, VICTORIA				75.00-
Sum				75.00-
00011 SLATON, GLENN	METER DEP RF 02016666 15000700 METER DEP RFD	08/12/16	252786	75.00-

SLATON, GLENN				75.00-
Sum				13.32-
00011 TURVEY, ZAN E	METER DEP RF 02016666 15000707 METER DEP RFD	08/12/16	252813	13.32-

TURVEY, ZAN E				13.32-
Sum				40.00-
00011 UHER, BEATRICE	METER DEP RF 02016666 15000699 METER DEP RFD	08/12/16	252814	40.00-

UHER, BEATRICE				40.00-
Sum				16.62-
00011 WAGNER,WILLIE1	METER DEP RF 02016666 15000715 METER DEP RFD	08/12/16	252826	16.62-

WAGNER,WILLIE1				16.62-
Sum				75.00-
00011 WEEKS, MARY	METER DEP RF 02016666 15000709 METER DEP RFD	08/12/16	252834	75.00-

WEEKS, MARY				75.00-
Sum				75.00-

00011 WILLIAMS, JEREMY C	METER DEP RF 02016667 15000722 METER DEP RFD	08/12/16	252836	12.64-

WILLIAMS, JEREMY C				12.64-
Sum				31.32-
00011 WILLIAMS, TOMMIESENA	METER DEP RF 02016666 15000703 METER DEP RFD	08/12/16	252838	31.32-

WILLIAMS, TOMMIESENA				31.32-
Sum				31.32-
00011 WIMSATT, LESLIE C	WTR OVRPMT R 02016668 15000723 WTR OVRPMT RFD	08/12/16	252841	31.32-

WIMSATT, LESLIE C				31.32-
Sum				31.32-

Sum				500,257.95-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date

- 08/11/16

PERIOD ENDING AUGUST 12, 2016

Vendor

Invoice
NumberPurchase
OrderClaims
NumberItem
DescriptionCheck
DateCheck
No.Check
Amount

CITY B & I

00013 PEOPLES BANK

#3160 '07 GO 02016702 15000014 07 GO REF INT DUE 9/1/16

08/11/16

111108

27,900.00-

PEOPLES BANK

Sum

27,900.00-

Sum

27,900.00-

PERIOD ENDING AUGUST 12, 2016

Date - 08/11/16

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

Check
No.

Check
Amount

POLICE FORFEITURES FUND

00019 SYMBOL ARTS

0253375-IN

00158557

15000042

CHALLENGE COINS COMM RELA

08/12/16

252805

1,240.00-

SYMBOL ARTS

Sum

1,240.00-

Sum

1,240.00-

Date - 08/11/16

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

Check
No.

Check
Amount

2002 TIF B&I-SOUTHERN POINTE

00020	TRUSTMARK NATIONAL BANK/	ISSUE 5652	'	02016703	15000003	ISSUE 5652	'14	SO	POINTE P&I	08/11/16	111107	56,987.50-
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TRUSTMARK NATIONAL BANK/

Sum

56,987.50-

Sum

56,987.50-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date

- 08/11/16

PERIOD ENDING AUGUST 12, 2016

Vendor

Invoice
NumberPurchase
OrderClaims
NumberItem
DescriptionCheck
DateCheck
No.Check
Amount

TAX COLLECTOR'S FUND

00027 LIBRARY, THE

7/16 MILAAGE 02016673 15000101 7/16 MILAAGE DIST 8/16

08/01/16

311049

16,022.18-

LIBRARY, THE

Sum

16,022.18-

Sum

16,022.18-

PERIOD ENDING AUGUST 12, 2016

Date - 08/11/16

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

Check
No.

Check
Amount

AIRPORT IMPROVEMENT FUND
00039 ARE CONSULTANTS INC

160607E

00163353

15000047

SRV PRE DESIGN PRL TAXIWAY

08/12/16

252602

11,904.30-

ARE CONSULTANTS INC
Sum

11,904.30-

Sum

11,904.30-

PERIOD ENDING AUGUST 12, 2016

Date _____

- 08/11/16

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

Check
No.

Check
Amount

MUNICIPAL ROAD & BRIDGE

00072	NEEL-SCHAFFER INC	1038878	00163477	15000141	SRSVS FOURTH ST PHASE II	08/12/16	252747	750.90-
00072	NEEL-SCHAFFER INC	1038879-16-4	00163478	15000142	SRV EDWARDS TO RONIE PATHWAY	08/12/16	252747	5,644.34-
00072	NEEL-SCHAFFER INC	1038902	00163479	15000143	SRVS MAIN/FRONT ST PARKING	08/12/16	252747	2,200.00-

NEEL-SCHAFFER INC

Sum

00072	SHOWS	DEARMAN & WAITS	IN 19220	00163175	15000136	SRV BUSCHMAN ST SIDEWALK	08/12/16	252784	2,970.00-
00072	SHOWS	DEARMAN & WAITS	IN 19223	00163177	15000137	SRVS PROJECT SQUARE MARK	08/12/16	252784	5,390.00-
00072	SHOWS	DEARMAN & WAITS	IN 19224	00163178	15000138	SRV PKS/REC INFRASTRUCTURE	08/12/16	252784	2,182.50-
00072	SHOWS	DEARMAN & WAITS	IN 19221	00163176	15000139	SRV 34TH AVE SIDEWALK	08/12/16	252784	360.49-
00072	SHOWS	DEARMAN & WAITS	IN EST #7	00163226	15000140	SRV LONG LEAF TRACE PH III	08/12/16	252784	1,648.49-

SHOWS DEARMAN & WAITS IN

Sum

12,551.48-

Sum

21,146.72-

PERIOD ENDING AUGUST 12, 2016

Date - 08/11/16

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MASS TRANSIT FUND							
00073 AUTOMOTIVE GLASS SPECIAL	I208238	00162940	15000493	GLASS REPR U#2009	08/12/16	252607	185.00-
00073 AUTOMOTIVE GLASS SPECIAL	I208402	00162946	15000494	RE-APPLY WINDOW FILM U#2009	08/12/16	252607	60.00-
AUTOMOTIVE GLASS SPECIAL							
Sum							245.00-
00073 C SPIRE WIRELESS (CELLUL	6/23-7/22/16	02016680	15000512	CELL SERV 7/16 MASS TRANSIT	08/12/16	252620	106.63-
C SPIRE WIRELESS (CELLUL							
Sum							106.63-
00073 CITY OF HATTIESBURG FUND	TRF 1ST 8/16	02016682	15000509	TRF 1ST 8/16 PAYROLL	08/03/16	111091	23,509.06-
CITY OF HATTIESBURG FUND							
Sum							23,509.06-
00073 COMSOUTH	183663	00162980	15000491	INSTALL LIGHTS U#20461/20462	08/12/16	252636	1,250.00-
00073 COMSOUTH	183405	00163101	15000492	FLEET TRACKING CHARGE	08/12/16	252636	975.00-
COMSOUTH							
Sum							2,225.00-
00073 CONGRESSIONAL BLACK CAUC	REG WHITE 8/	00163333	15000511	REG WHITE MS POLICY CONF	08/12/16	252637	300.00-
CONGRESSIONAL BLACK CAUC							
Sum							300.00-
00073 G & K SERVICES	1035739098	00163171	15000496	UNIFORMS 7/04 DRIVERS	08/12/16	252677	42.90-
00073 G & K SERVICES	1035741368	00163171	15000497	UNIFORMS 7/11 DRIVERS	08/12/16	252677	42.90-
00073 G & K SERVICES	1035743595	00163171	15000498	UNIFORMS 7/18 DRIVERS	08/12/16	252677	56.90-
00073 G & K SERVICES	1035745822	00163171	15000499	UNIFORMS 7/25 DRIVERS	08/12/16	252677	42.90-
00073 G & K SERVICES	1035739097	00163172	15000500	UNIFORMS 7/04 MECHANICS	08/12/16	252677	11.70-
00073 G & K SERVICES	1035741367	00163172	15000501	UNIFORMS 7/11 MECHANICS	08/12/16	252677	11.70-
00073 G & K SERVICES	1035743593	00163172	15000502	UNIFORMS 7/18 MECHANICS	08/12/16	252677	11.70-
00073 G & K SERVICES	1035745820	00163172	15000503	UNIFORMS 7/25 MECHANICS	08/12/16	252677	11.70-
00073 G & K SERVICES	1035739059	00163173	15000504	MATS 7/04	08/12/16	252677	5.10-
00073 G & K SERVICES	1035741330	00163173	15000505	MATS 5/11	08/12/16	252677	5.10-
00073 G & K SERVICES	1035743594	00163173	15000506	MATS 7/18	08/12/16	252677	5.10-
00073 G & K SERVICES	1035745821	00163173	15000507	MATS 7/25	08/12/16	252677	5.10-
G & K SERVICES							
Sum							252.80-
00073 HALO BRANDED SOLUTIONS I	2740209	00161894	15000513	LANYARDS TRY TRANSIT DAY SUPP	08/12/16	252692	296.76-
HALO BRANDED SOLUTIONS I							
Sum							296.76-
00073 MS STATE/TAX COMM/TAX EX	PO#163161 8/	00163161	15000495	TAG U#20492 BUS	08/12/16	252743	12.00-
MS STATE/TAX COMM/TAX EX							
Sum							12.00-

00073 PINE BELT OIL COMPANY IN 12320008 350 00163100 15000489 FUEL U#19552	08/12/16	252763	60.30-
00073 PINE BELT OIL COMPANY IN 12320008 350 00163100 15000490 FUEL U#16235	08/12/16	252763	47.03-
00073 PINE BELT OIL COMPANY IN 12320008 350 00163100 15000510 FUEL CHG U#16234	08/12/16	252763	48.06-

PINE BELT OIL COMPANY IN
Sum

155.39-

Sum

27,102.64-

Date - 08/11/16

Check
Amount

76,519.80-

76,519.80-

1,400.00-

6,626.73-

8,887.00-

18,016.23-

94,536.03-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

PERIOD ENDING AUGUST 12, 2016

Date

- 08/11/16

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND							
00077 BISHOP, DANIELLE (REFUND CULTURAL CEN	02016692	15000449	DAMAGE DEPOSIT REFUND	08/12/16	252612	300.00-	

BISHOP, DANIELLE (REFUND							300.00-
Sum							49.74-
00077 C SPIRE WIRELESS (CELLUL 6/23-7/22/16	02016680	15000462	CELL SERV 7/16 COMM CNTRS	08/12/16	252620	49.74-	

C SPIRE WIRELESS (CELLUL							49.74-
Sum							100.00-
00077 CHAPMAN, REGINALD (REFUN SHERRILL CEN	02016692	15000455	DAMAGE DEPOSIT REFUND	08/12/16	252628	100.00-	

CHAPMAN, REGINALD (REFUN							100.00-
Sum							16,977.49-
00077 CITY OF HATTIESBURG FUND TRF 1ST 8/16	02016682	15000443	TRF 1ST 8/16 PAYROLL	08/03/16	311057	16,977.49-	

CITY OF HATTIESBURG FUND							16,977.49-
Sum							100.00-
00077 CRAFT, JR, ARTWELL (REFU SHERRILL CEN	02016692	15000458	DAMAGE DEPOSIT REFUND	08/12/16	252642	100.00-	

CRAFT, JR, ARTWELL (REFU							100.00-
Sum							30.29-
00077 EATON, ALVIN K	PETTY CASH 6	00163452	15000460	PETTY CASH COMM CNTRS	08/12/16	252650	30.29-

EATON, ALVIN K							30.29-
Sum							43.46-
00077 G & K SERVICES	1035739084	00163201	15000445	UNIFORMS 7/04 COMM CNTRS	08/12/16	252677	43.46-
00077 G & K SERVICES	1035741354	00163201	15000446	UNIFORMS 7/11 COMM CNTRS	08/12/16	252677	43.46-
00077 G & K SERVICES	1035743580	00163201	15000447	UNIFORMS 7/18 COMM CNTRS	08/12/16	252677	43.46-
00077 G & K SERVICES	1035745807	00163201	15000448	UNIFORMS 7/25 COMM CNTRS	08/12/16	252677	43.46-

G & K SERVICES							173.84-
Sum							100.00-
00077 GREEN, LINDAB (REFUND)	CE ROY CENTE	02016692	15000450	DAMAGE DEPOSIT REFUND	08/12/16	252683	100.00-

GREEN, LINDAB (REFUND)							100.00-
Sum							48.00-
00077 HAVARD PEST CONTROL INC	1016781	02016697	15000463	SRV 8/16 SIGLER BLDG	08/12/16	252694	48.00-
00077 HAVARD PEST CONTROL INC	1016782	02016697	15000464	SRV 8/16 REC CNTR	08/12/16	252694	48.00-

HAVARD PEST CONTROL INC							96.00-
Sum							50.00-
00077 HOWARD, PATRINA (REFUND) SHERRILL CEN	02016692	15000456	DAMAGE DEPOSIT REFUND	08/12/16	252697	50.00-	

HOWARD, PATRINA (REFUND)							50.00-
Sum							

00077 LUCKETT, COBBIE (REFUND) CE ROY CENTE 02016692 15000453 DAMAGE DEPOSIT REFUND	08/12/16	252724	150.00-

LUCKETT, COBBIE (REFUND)			
Sum			150.00-
00077 MOORE'S LOCK AND KEY LLC 21102 00163206 15000444 REPR BROKEN KEY SHERRILL CNTR	08/12/16	252736	62.50-

MOORE'S LOCK AND KEY LLC			
Sum			62.50-
00077 MS LEGAL SERVICE CORP (R SHERRILL CEN 02016692 15000457 DAMAGE DEPOSIT REFUND	08/12/16	252739	100.00-

MS LEGAL SERVICE CORP (R			
Sum			100.00-
00077 MS POWER COMPANY 8/16 COMM CN 00201621 15000459 MNTHLY ELEC-COMM CNTRS	08/12/16	252741	5,003.27-

MS POWER COMPANY			
Sum			5,003.27-
00077 PARKER, ROBIN (REFUND) CULTURAL CEN 02016692 15000452 DAMAGE DEPOSIT REFUND	08/12/16	252755	250.00-

PARKER, ROBIN (REFUND)			
Sum			250.00-
00077 PITTMAN, PATRICIA (REFUN SIGLER CENTE 02016692 15000451 DAMAGE DEPOSIT REFUND	08/12/16	252766	100.00-

PITTMAN, PATRICIA (REFUN			
Sum			100.00-
00077 SCOTT, DERRICKA (REFUND) SHERRILL CEN 02016692 15000454 DAMAGE DEPOSIT REFUND	08/12/16	252781	100.00-

SCOTT, DERRICKA (REFUND)			
Sum			100.00-
00077 WILLMUT GAS & OIL COMPAN 8/16 COMM CN 00201621 15000461 MNTHLY GAS-COMM CNTRS	08/12/16	252839	193.20-

WILLMUT GAS & OIL COMPAN			
Sum			193.20-

Sum			23,936.33-

PERIOD ENDING AUGUST 12, 2016

Date _____

- 08/11/16

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

Check
No.

Check
Amount

COMMUNITY DEVELOP. BLOCK GRANT

00082	BRADLEY HOME IMPROVEMENT	8/2/16	00163426	15000179	408	JC KILLINGSWORTH	FINAL DR	08/10/16	311063	13,604.50-
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BRADLEY HOME IMPROVEMENT

Sum

13,604.50-

00082 C SPIRE WIRELESS (CELLUL 6/23-7/22/16 02016680 15000176 CELL SERV 7/16 CDBG

08/12/16 252620

33.06-

C SPIRE WIRELESS (CELLUL

Sum

33.06-

00082 CITY OF HATTIESBURG FUND TRF 1ST 8/16 02016682 15000175 TRF 1ST 8/16 PAYROLL

08/03/16 311058

7,095.25-

CITY OF HATTIESBURG FUND

Sum

7,095.25-

00082 HOLLIMON CONSTRUCTION 08/02/16 00163427 15000180 308 KIMBALL AVE FINAL DRAW

08/10/16 311064

11,800.00-

HOLLIMON CONSTRUCTION

Sum

11,800.00-

00082 MAGIC HANDS HAIR SALON 08/02/16 00163423 15000181 MEA DRAW #1

08/10/16 311065

7,681.21-

MAGIC HANDS HAIR SALON

Sum

7,681.21-

00082 MILLENNIUM CONSTRUCTION 08/02/16 00163425 15000178 1203 DABBS ST FINAL

08/10/16 311062

46,800.00-

MILLENNIUM CONSTRUCTION

Sum

46,800.00-

Sum

87,014.02-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

PERIOD ENDING AUGUST 12, 2016

Date - 08/11/16

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
TIF CONSTRUCTION							
00091 AMOS, ANNIE L. LAW OFFIC	WHISPERING P	00163489	15000018	WHISPERING PINES TIF BOND ISSU	08/11/16	111109	9,000.00-

AMOS, ANNIE L. LAW OFFIC							9,000.00-
Sum							90,500.00-
00091 BUTLER, SNOW, O'MARA, STEVE	WHISPERING P	00163488	15000017	WHISPERING PINES TIF BOND ISSU	08/11/16	111104	90,500.00-

BUTLER, SNOW, O'MARA, STEVE							90,500.00-
Sum							500.00-
00091 FIRST NATIONAL BANK OF C	WHISPERING P	00163491	15000020	WHISPERING PINES TIF BOND ISSU	08/11/16	111111	500.00-

FIRST NATIONAL BANK OF C							500.00-
Sum							60,000.00-
00091 GOVERNMENT CONSULTANTS I	WHISPERING P	00163490	15000019	WHISPERING PINES TIF BOND ISSU	08/11/16	111110	60,000.00-

GOVERNMENT CONSULTANTS I							60,000.00-
Sum							2,583,771.64-
00091 WHISPERING PINES RETIREM 8/2/16		00163468	15000016	DEVELOPER REIMB FOR INFRASTRUC	08/10/16	111103	2,583,771.64-

WHISPERING PINES RETIREM							2,583,771.64-
Sum							2,743,771.64-
Sum							-----
Grand Total Level							5,645,914.78-
Sum							

City of Hattiesburg, MS

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



Meeting Agenda - Final

Tuesday, August 16, 2016

5:00 PM

Council Chambers

City Council - Amendments to the Agenda

Remove Policy Agenda Items V. - 4 and V. - 5 at the request of the Administration, and,

Add Policy Agenda Item V. - 25 at the request of the Administration as follows:

- V. - 25** [2016-2880](#) Authorize Mayor to execute letter of agreement with Carr, Riggs and Ingram to certify Combined Water & Sewer System net revenues available for debt services as of July 31, 2016, to assist the City in issuing its Taxable Special Obligation Bonds, Series 2016. (nunc pro tunc)

Attachments: [Engagement Letter](#)

And, add Routine Agenda Item VI. - 10 at the request of the Administration as follows:

- VI. - 10** [2016-2878](#) Acknowledge receipt of request filed by Norman Beasley, Lamar Advertising Co., to appeal the Planning Commission's recommendation for the petition filed by Leonard Busby, III, Capturion Network, LLC, Applicant, on behalf of Mississippi Oil, LLC , Owner, to request a Use Permit Upon Review for a "Digital Billboard" as provided in Article 5, Section 95.10(3.1)(3) for certain property located on 4041 Old Hwy 11 (Latitude/Longitude: 31.314740, -89.411141) (Parcel 055D-16-035.000, PPIN 18771, Ward 3); (Hattiesburg Planning Commission recommended to APPROVE on August 3, 2016); Set a public hearing before City Council on September 19, 2016 at 4:00 p.m. and authorize publication of Public Notice setting an Appeal Public Hearing.

Attachments: [PUBLIC HEARING - APPEAL \(Busby Lamar\)](#)
[Appeal of HPC August 3rd 2016 Norman Beasley Filed with the Clerk](#)



City of Hattiesburg, MS

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

Master

File Number: 2016-2880

File ID: 2016-2880

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/16/2016

Brief Title: Letter of engagement with Carr, Riggs and Ingrams.

Final Action: 08/16/2016

Minute Book Number: MB2016-213

Title:

Authorize Mayor to execute letter of agreement with Carr, Riggs and Ingram to certify Combined Water & Sewer System net revenues available for debt services as of July 31, 2016, to assist the City in issuing its Taxable Special Obligation Bonds, Series 2016. (nunc pro tunc)

Notes:

Sponsors:

Enactment Date:

Attachments: Engagement Letter

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	08/16/2016					
1	City Council	08/16/2016	Authorize				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Authorize Mayor to execute letter of agreement with Carr, Riggs and Ingram to certify Combined Water & Sewer System net revenues available for debt services as of July 31, 2016, to assist the City in issuing its Taxable Special Obligation Bonds, Series 2016. (nunc pro tunc)							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2016-2880

Title

Authorize Mayor to execute letter of agreement with Carr, Riggs and Ingram to certify Combined Water & Sewer System net revenues available for debt services as of July 31, 2016, to assist the City in issuing its Taxable Special Obligation Bonds, Series 2016. (nunc pro tunc)

Summary

Engagement Letter.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



Carr, Riggs & Ingram, LLC
282 Commerce Park Drive
Ridgeland, MS 39157

Mailing Address:
P.O. Box 2418
Ridgeland, MS 39158-2418

(601) 853-7050
(601) 853-9331 (fax)
www.cricpa.com

August 8, 2016

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

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for the City of Hattiesburg, Mississippi ("the City").

We will apply the agreed-upon procedures which the City has specified, listed in the attached schedule, to the Combined Water & Sewer System net revenues available for debt service, as further described in the attached schedule, of the City as of July 31, 2016 (prepared in accordance with the cash basis of accounting, net of specified adjustments related to the applicable parity debt covenant). This engagement is solely to assist the City in its issuance of Taxable Special Obligation Bonds, Series 2016. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

Because the agreed-upon procedures listed in the attached schedule do not constitute an examination, we will not express an opinion on the City's compliance with revenue rate coverage requirements in its issuance of Taxable Special Obligation Bonds, Series 2016. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

We will submit a report listing the procedures performed and our findings. This report is intended solely for the use of the City, and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

You are responsible for the presentation of the Combined Water & Sewer System net revenues available for debt service in accordance with the cash basis of accounting, net of specified adjustments related to the applicable parity debt covenant); and for selecting the criteria and procedures and determining that such criteria and procedures are appropriate for your purposes.

Elton Sims is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We plan to begin our procedures on approximately August 8, 2016 and, unless unforeseeable problems are encountered, the engagement should be completed by August 18, 2016. At the conclusion of our engagement, we will require a representation letter from management that, among other things, will confirm management's responsibility for the presentation of the Combined Water & Sewer System net revenues available for debt service in accordance with revenue debt rate coverage requirements regarding additional revenue bond issues. Our fees will be based on hourly rates and will be invoiced upon completion of the engagement.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their responsibility for the sufficiency of procedures.

Very truly yours,

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of the City of Hattiesburg, Mississippi.

By: _____

Title: _____

Date: _____

[Signature]
Mayor

**Attachment -
Schedule of Agreed-Upon Procedures – Combined Water & Sewer System
Revenue Bond Debt Service Coverage Ratio**

The following procedures have been specified by the City of Hattiesburg:

1. For an appropriate twelve-month period within the eighteen-month period from February 1, 2015 through July 31, 2016, calculate the Net Revenues available for Debt Service Payments, as hereinafter defined, of the City of Hattiesburg Combined Water & Sewer System, in accordance with the cash basis of accounting.
 - Cash basis Net Revenues available for Debt Service Payments, of the City of Hattiesburg Combined Water & Sewer System will be derived from appropriate interim reports provided by the City of Hattiesburg.
2. Calculate the highest required annual Combined Water & Sewer System revenue bond Debt Service Payments in any Note Year succeeding July 31, 2016 for debt outstanding as of July 31, 2016. Annual Debt Service Payments will be derived from amortization schedules included in debt issuance agreements and documents provided by the City.
3. Calculate the highest required annual Debt Service Payments based on the proposed amortization schedule for pending issuance of \$25,000,000 Taxable Special Obligation Bonds, Series 2016.
 - Amortization schedules for the proposed debt issuance will be provided by the City of Hattiesburg.
4. Calculate rate coverage ratio of Net Revenues available for Debt Service Payments, as determined above, to highest annual total revenue bond debt service requirements, as determined above, for outstanding debt as of July 31, 2016, and pending Taxable Special Obligation Bonds, Series 2016 of \$25,000,000.
5. Determine whether calculated rate coverage ratio determined above meets or exceeds 105%.
6. If initial rate coverage ratio test per step #5 is not met, perform additional procedures below related to alternative rate coverage ratio determination as appropriate.
 - a. Apply currently enacted service rates to historical customer service data to calculate net operating revenue for period February 1, 2015 through July 31, 2016 that would have resulted had currently enacted service rates been in effect for the entirety of that period, subject to the following provisions, stipulations and assumptions by the City:
 - Currently enacted service rates will exclude rate increases enacted April 2016, which are currently under contest.
 - The City has will provide relevant stipulations and assumptions regarding customer service data before procedures related to the alternative rate coverage ration determination.

**Attachment -
Schedule of Agreed-Upon Procedures – Combined Water & Sewer System
Revenue Bond Debt Service Coverage Ratio**

- b. Using amounts determined in steps #2, #3, and #5.a above, calculate rate coverage ratio of net revenues available for debt service payments as if currently enacted rates had been enacted historically to the highest annual total revenue bond debt service requirements for outstanding debt as of July 31, 2016, and pending Taxable Special Obligation Bonds, Series 2016 of \$25,000,000.
- c. Determine whether calculated rate coverage ratio determined above meets or exceeds 105%.

Stipulations and Assumptions:

1. The cash basis of accounting utilized by the City in its general ledger is an appropriate basis for determining revenue coverage ratios under relevant parity debt agreement compliance requirements.
2. Mississippi Development Bank Special Obligation Bonds, Series 2006 Combined Water and Sewer System Bonds will be appropriately excluded from revenue coverage determination because they will be refunded simultaneously with proposed issuance of additional debt under parity provisions and will therefore no longer be subject to relevant provisions.
3. Operating expenses for revenue coverage ratio purposes exclude depreciation and amortization.
4. Operating expenses for revenue coverage ratio purposes include trustee fees.
5. The following definitions are applicable for revenue coverage ratio determination purposes:
 - Net Revenues - gross revenues of the Combined Water and Sewer System (the System) less Operating Expenses for the operation and maintenance of the System and less debt service payments for the Parity Debt of the City.
 - Debt Service Payments - the aggregate of the interest and principal payable on any Parity Indebtedness.
 - Parity Indebtedness - the following indebtedness of the City, the payments of which are secured by a lien on System Revenues on a parity basis:
 - Series 2012 Note
 - Series 2013 Note
 - Operating Expenses - the City's operation and maintenance expenses in connection with the System which include the following: expenses for operation, maintenance, repairs, ordinary replacement and ordinary reconstruction of the System and shall include, without limiting the generality of the foregoing, administrative expenses, salaries for employees, utilities, labor, material, supplies and equipment necessary for the operation and maintenance of the System, and transportation cost from the delivery point to the System, or alternative delivery point, insurance premiums, legal, engineering and other consulting expenses, payments to pension, retirement, group life insurance, health and hospitalization funds, or other employee benefit funds, and other applicable System expenses.

**Attachment -
Schedule of Agreed-Upon Procedures – Combined Water & Sewer System
Revenue Bond Debt Service Coverage Ratio**

NOTE: Operating expenses have been stipulated as excluding depreciation and including trustee fees paid to fiscal agents for parity debt funds.

- System Revenues - all revenues derived from the System or a pledge of income or revenues, funds or monies of the City from any source whatsoever.
- Note Year – each 12-month period ending on the annual date consistent with the final maturity date or initial period from the closing date through such annual date.



City of Hattiesburg, MS

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

Master

File Number: 2016-2878

File ID: 2016-2878

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/16/2016

Brief Title: Set Appeal Hearing - 4041 Old Hwy 11

Final Action:

Minute Book Number: MB2016-214

Title: Acknowledge receipt of request filed by Norman Beasley, Lamar Advertising Co., to appeal the Planning Commission's recommendation for the petition filed by Leonard Busby, III, Capturion Network, LLC, Applicant, on behalf of Mississippi Oil, LLC, Owner, to request a Use Permit Upon Review for a "Digital Billboard" as provided in Article 5, Section 95.10(3.1)(3) for certain property located on 4041 Old Hwy 11 (Latitude/Longitude: 31.314740, -89.411141) (Parcel 055D-16-035.000, PPIN 18771, Ward 3); (Hattiesburg Planning Commission recommended to APPROVE on August 3, 2016); Set a public hearing before City Council on September 19, 2016 at 4:00 p.m. and authorize publication of Public Notice setting an Appeal Public Hearing.

Notes:

Sponsors:

Enactment Date:

Attachments: PUBLIC HEARING - APPEAL (Busby Lamar),
Appeal of HPC August 3rd 2016 Norman Beasley
Filed with the Clerk

Enactment Number:

Contact:

Meeting Date: 08/16/2016

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	08/16/2016					
1	City Council	08/16/2016					
1	City Council - Special Called Meeting	08/22/2016					

Text of Legislative File 2016-2878

Title

Acknowledge receipt of request filed by Norman Beasley, Lamar Advertising Co., to appeal the Planning Commission's recommendation for the petition filed by Leonard Busby, III, Capturion Network, LLC, Applicant, on behalf of Mississippi Oil, LLC , Owner, to request a Use Permit Upon Review for a “Digital Billboard” as provided in Article 5, Section 95.10(3.1)(3) for certain property located on 4041 Old Hwy 11 (Latitude/Longitude: 31.314740, -89.411141) (Parcel 055D-16-035.000, PPIN 18771, Ward 3); (Hattiesburg Planning Commission recommended to APPROVE on August 3, 2016); Set a public hearing before City Council on September 19, 2016 at 4:00 p.m. and authorize publication of Public Notice setting an Appeal Public Hearing.

Summary

Set Appeal Hearing - 4041 Old Hwy 11

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Public Notice to set hearing to publish in Hattiesburg American on August 30, 2016 (20 days prior to September 19, 2016 hearing).

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Leonard Busby, III, Capturion Network, LLC, Applicant, on behalf of Mississippi Oil, LLC , Owner, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, to request a Use Permit Upon Review for a “Digital Billboard” as provided in Article 5, Section 95.10(3.1)(3) for certain property located on 4041 Old Hwy 11 (Lat/Lon: 31.314740, -89.411141) (Parcel 055D-16-035.000, PPIN 18771, Ward 3). Said property being more particularly described as follows, to-wit:

Commence at the Northeast corner of the Northwest ¼ of the Northeast ¼ of Section 16, Township 4 North, Range 14 West, Lamar County, Mississippi, and run South for 659.11 feet; thence run West for 2341.25 feet to a 1/2” rebar and the point of beginning. From the point of beginning run S21°21’51”E for 369.50 feet to a 1/2”; thence run N89°59’57”W for 300.00 feet to a 1” iron pipe and the East right-of-way line of the Oak Grove paved public road; thence run N17°39’50”W on and along said right-of-way for 117.58 feet to a 1/2” rebar; thence run N22°03’18”W on said right-of-way line for 100.24 feet to a 1” iron pipe; thence run N27°24’45”W on and along said right-of-way line for 142.27 feet to a 1” iron pipe; thence run N30°51’23”W on and along said right-of-way line for 55.76 feet to a 1” iron pipe; thence run N85°38’41”E for 310.79 feet to a 1/2” rebar; thence run S21°21’51” E for 62.90 feet back to the point of beginning. Said parcel of land is part of the Northwest ¼ of Section 16, Township 4 North, Range 14 West, Lamar County, Mississippi, and contains 2.69 acres, more or less.

After hearing, the Hattiesburg Planning Commission recommended that the petition be APPROVED, and Norman Beasley, Lamar Advertising Co., being aggrieved with the recommendation, filed a request for hearing before the Mayor and City Council of the City of Hattiesburg, as provided by law.

NOW, THEREFORE, NOTICE IS GIVEN that a public hearing in relation to the petition as hereinabove set forth will be held at 4:00 p.m., Monday, September 19, 2016, in the City Hall Building, Second Floor, City Council Room, 200 Forrest Street, Hattiesburg, Mississippi, at which time and at which said hearing all parties of interest and citizens shall have an opportunity to be heard.

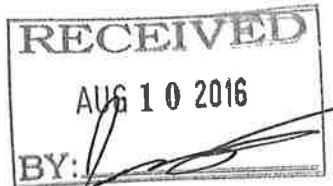
WITNESS my signature and the official seal of said City on this, the 17th day of August, 2016.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton /s/
CITY CLERK

(SEAL)

Publish (1) Tuesday, August 30, 2016
City of Hattiesburg
Return PROOF to City Clerk’s Office
P.O. Box 1898
Hattiesburg, MS 39403-1898



CITY OF HATTIESBURG
Dept. of Urban Development
REQUEST TO APPEAL PLANNING COMMISSION RECOMMENDATION

Today's Date:	8/10/2016
Planning Commission Meeting Date:	8/3/2016
<i>(Appeals must be made within ten consecutive days of the recommendation)</i>	
Name of Property Owner/Petitioner:	Leonard Busby, III, Capturion Network, LLC,
Petitioner's Request of the Planning Commission:	Use Permit Upon Review for a "Digital Billboard" as provided in Article 5, Section 95.10(3.1)(3)
Address of Petitioned Property:	4041 Old Hwy 11 (Latitude/Longitude: 31.314740, -89.411141) (Parcel 055D-16-035.000, PPIN 18771, Ward 3)
Planning Commission's Recommendation:	☒ Approve or Deny
Name of Person Requesting Appeal Hearing:	Norman Beasley, Lamar Advertising Co. of Hattiesburg
Mailing Address of Person Requesting Appeal Hearing:	2055 Oak Grove Rd Hattiesburg, MS 39402

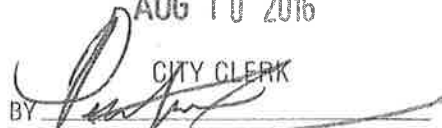
I/We hereby APPEAL the Planning Commission Recommendation for the above referenced petition and request to hold a Public Hearing before the Hattiesburg City Council.


Appellant (signature) Norman Beasley 8/10/16

Send to:
Armendia Esters, Planning
Division
P.O. Box 1898
Hattiesburg, MS 39403
601.545.4599 or fax 601.545.1962

Appellant (signature)

FILED

AUG 10 2016
CITY CLERK
BY 
DEPUTY CLERK