

City of Hattiesburg, MS

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



Meeting Agenda - Final

Tuesday, August 2, 2016

4:00 PM

Council Chambers

City Council

I. Call to Order**II. Call to Prayer and Pledge of Allegiance****III. Agenda Order****IV. Approval of Minutes**

for the July 5th, 7th, 18th and 19th, 2016, City Council meetings.

V. PRESENTATION AGENDA**VI. POLICY AGENDA**

- VI.-1** [2016-2832](#) Adopt a resolution approving and authorizing certain costs for reimbursement to Whispering Pines Retirement Community, LLC (the "Developer") pursuant to the terms and conditions of that certain development agreement, dated March 13, 2013 by and between the city and the Developer; and for related purposes.

Attachments: [Developer Reimbursement Documentation 30645931 1](#)
[Developer Reimbursement Resolution](#)
[executed executed Developer Reimbursement Resolution RES#2016-111 \(Part](#)
[executed Developer Reimbursement Resolution RES#2016-111 \(Part 2 -reviser](#)

- VI.-2** [2016-2833](#) Adopt the August 2, 2016 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2016 and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

Attachments: [Memo 08-2-16](#)
[Amendments 08-02-16](#)
[executed Amendments 08-02-16 RES#2016-112](#)

- VI.-3** [2016-2814](#) Adopt a resolution declaring surplus certain equipment and vehicles (per attached list) and authorize the sale of said items at auction, and removal of said equipment and vehicles from the City's inventory of the Parks and Recreation Department, Recreation Maintenance Division.

Attachments: [Auction Memo August 2, 2016](#)
[Auction Resolution August 2, 2016](#)
[executed Auction Resolution August 2, 2016 RES#2016-113](#)

- VI.-4** [2016-475](#) Adopt a Resolution authorizing Disbursement No. 6 from the Project Fund Escrow Account in connection with certain Equipment Lease/Purchase Agreement, dated as of February 4, 2016, by and between Banc of America Public Capital Corp and the City of Hattiesburg.

Attachments: [Energy Performance Disbursement 6](#)
[executed Energy Performance Disbursement 6 RES#2016-114](#)

- VI.-5** [2016-476](#) Adopt a Resolution authorizing Requisition No. 54 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. 54](#)
[executed 2013 Bond Requisition No. 54 RES#2016-115](#)

- VI.-6** [2016-2820](#) Approve Supplemental Agreement to amend the Agreement for Professional Services between the City of Hattiesburg and Neel-Schaffer, Inc. to increase design phase services fees by Three Thousand Nine Hundred Seventy-Eight, and 00/100 Dollars (\$ 3,978.00) on the Shared-Use Pathway from Newman Buschman Neighborhood to Chain Park project; Authorize Mayor to execute in triplicate.

Attachments: [Neel-Schaffer Supplemental Agreement](#)
[executed Neel-Schaffer Supplemental Agreement](#)

- VI.-7** [2016-2815](#) Approve and authorize, in triplicate, a proposal from Neel-Schaffer for professional services to develop a Downtown Improvements Action Plan for an estimated fee of \$17,040.02.

Attachments: [Neel-Schaffer Letter of Proposal 7-1-2016](#)
[Action Plan](#)
[executed Neel-Schaffer Letter of Proposal 7-1-2016](#)

- VI.-8** [2016-2834](#) Approve and declare the purchase of Agenda Management Software from BIS Digital as a sole source purchase as provided for in Section 31-7-13 (viii) of the Mississippi Code of 1972;

Attachments: [BIS Sole Source Letter](#)
[BIS Vendor Letter](#)
[08-02-BIS Digital Agreement](#)
[executed 08-02-BIS Digital Agreement](#)

- VI.-9** [2016-2827](#) Acknowledge receipt of interest rate quotes for the financing of one 2015 Ferrara Fire Apparatus Ladder Truck for the City of Hattiesburg and accept the quote of Trustmark Bank; authorize Mayor to execute necessary lease-purchase financing documents.

Attachments: [Fire Truck Financing](#)
[executed Fire Truck Financing](#)

- VI.-10** [2016-2816](#) Ratify and confirm the Mayor's re-appointment of Eric Martin (W5) to the Planning Commission for a 5-year term (5/13/2016 to 5/12/2021).

Attachments: [Eric Martin Data Sheet](#)
[Eric Martin appoint agenda item memo](#)

- VI.-11** [2016-2817](#) Ratify and confirm the Mayor's re-appointment of Dick Conville (W3) to the Planning Commission for a 5-year term (5/13/2016 to 5/12/2021).

Attachments: [Dick Conville appoint agenda item](#)
[Dick Conville Data Sheet](#)

- VI.-12** [2016-2844](#) Rescind Resolution Number 2016-59, adopted April 28, 2016, approving the sale of Mississippi Development Bank Taxable Special Obligation Bonds, Series 2016, in the amount of \$25,000,000, to Regions Commercial Equipment Finance, LLC, to allow the negotiation of a more favorable financing structure for the Bank Bonds and the Bank's loan to the City.

- VI.-13** [2016-2842](#) Adopt Resolution terminating the City's efforts toward a Land Application Wastewater Treatment System (LAS) as its preferred solution for the City's future wastewater treatment needs, suspending all efforts toward implementation of the LAS, and authorizing the City to move forward with the development and construction of a mechanical wastewater treatment plant.

Attachments: [RES-Terminating LAS 8-2-16](#)
[executed RES-Terminating LAS 8-2-16 RES#2016-116](#)

- VI.-14** [2016-2843](#) Adopt Resolution terminating the City of Hattiesburg's existing contract with Carter & Sloope consulting engineers for engineering design and related services for the design of the LAS project.

Attachments: [RES-Terminate Carter Sloope Contract 8-2-16](#)
[executed RES-Terminate Carter Sloope Contract 8-2-16 RES#2016-117](#)

- VI.-15** [2016-2841](#) Acknowledge receipt of judgement, Case No. 2:13-CV- 8 KS-MTP Bivens et al versus City of Hattiesburg et al; authorize issuance of manual check in the amount of \$150,000.00 in accordance with judgement.

VII. ROUTINE AGENDA

- VII.-1** [2016-2828](#) Authorize Mayor to execute 2017 Sponsorship Agreement between City of Hattiesburg Parks and Recreation Department and Academy Sports and Outdoors for sponsorship of City of Hattiesburg Youth Sports.

Attachments: [Academy Sports Contract 2016-2017](#)
[executed Academy Sports Contract 2016-2017](#)

- VII.-2** [2016-2808](#) Authorize submission of documentation for the MS Dept of Public Safety Office of Highway Safety FY2017 154 Alcohol Grant Agreement in the amount of \$68,257.00.

Attachments: [MSDPS OHS FY2017 154 Alcohol grant](#)
[executed MSDPS OHS FY2017 154 Alcohol grant](#)

- VII.-3** [2016-2819](#) Acknowledge receipt and execution of engagement letter with Mr. M. Gregory King of Haddox Reid Eubanks Betts PLLC for an engagement related to the Municipal Court as authorized at MB 2016-157.

Attachments: [Municipal Court Engagement Letter](#)

- VII.-4** [2016-2823](#) Acknowledge receipt of the unadvertised bid purchase docket for the period of June 27, 2016 through July 26, 2016, as provided for in Section 37-1-13(b) of the Mississippi Code 1972.

Attachments: [UAB Memo Aug 2, 2016](#)
[UAB Docket Aug 2, 2016](#)

- VII.-5** [2016-2818](#) Acknowledge receipt of bid received on June 30, 2016 for one (1) Diesel Powered Generator at the Hattiesburg Intermodal Facility and reject bid due to exceeding the budgeted amount; Authorize publication of re-advertisement.

Attachments: [Generator - Hattiesburg Intermodal Facility 7 21 16](#)
[executed Generator - Hattiesburg Intermodal Facility 7 21 16](#)

- VII.-6** [2016-2824](#) Approve and authorize issuance of manual check for CDBG Program Claims per attached memorandum. {Entitlement CDBG}

Attachments: [Memorandum for CDBG Payments 8-2-2016](#)

- VII.-7** [2016-2830](#) Approve and authorize issuance of manual check for CDBG Program Claims per attached memorandum. {Entitlement CDBG}

Attachments: [Memorandum for CDBG Payment Magic Hands 8-2-2016](#)

- VII.-8** [2016-2826](#) Approve and authorize issuance of manual checks for HOME Program Claims per attached memorandum. {Entitlement HOME}

Attachments: [Memorandum for HOME Program Payments 8-2-2016](#)

- VII.-9** [2016-2822](#) Approve claims docket for the period ending July 31, 2016.

Attachments: [DOCKET 16.07-31](#)



City of Hattiesburg, MS

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

Master

File Number: 2016-2832

File ID: 2016-2832

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/26/2016

Brief Title: Approve Whispering Pines Eligible Costs

Final Action: 08/02/2016

Minute Book Number: MB2016-194

Title: Adopt a resolution approving and authorizing certain costs for reimbursement to Whispering Pines Retirement Community, LLC (the "Developer") pursuant to the terms and conditions of that certain development agreement, dated March 13, 2013 by and between the city and the Developer; and for related purposes.

Notes:

Sponsors:

Enactment Date:

Attachments: Developer Reimbursement Documentation_30645931_1, Developer Reimbursement Resolution, executed executed Developer Reimbursement Resolution RES#2016-111 (Part 1), executed Developer Reimbursement Resolution RES#2016-111 (Part 2 -revised)

Enactment Number:

Contact:

Meeting Date: 08/02/2016

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/02/2016	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Adopt a resolution approving and authorizing certain costs for reimbursement to Whispering Pines Retirement Community, LLC (the "Developer") pursuant to the terms and conditions of that certain development agreement, dated March 13, 2013 by and between the city and the Developer; and for related purposes.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Carroll, Dryden and Naylor							
Nays: 0							
Absent: 1 - Delgado							

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

TEL-No Vote: 0

Text of Legislative File 2016-2832

Title

Adopt a resolution approving and authorizing certain costs for reimbursement to Whispering Pines Retirement Community, LLC (the "Developer") pursuant to the terms and conditions of that certain development agreement, dated March 13, 2013 by and between the city and the Developer; and for related purposes.

Summary

Approve Whispering Pines Eligible costs

Whispering Pines Retirement Community

Tax Increment Financing Documentation

Whispering Pines Retirement Community, LLC

Cost Summary

Civil/Engineering

Clearpoint Consulting Engineers, P.A.	67,870.00	
Burns Cooley Dennis	2,560.00	
Neel-Schaffer	17,835.95	
		88,265.95

Legal/Organization

Trustmark	91.27	
Brunini	6,391.25	
Wise Carter	12,623.46	
Butler Snow	8,750.00	
		27,855.98

Additional Landscaping

Environmental Solutions	18,531.50	
		18,531.50

Other Professional Services

Trustmark	1,300.00	
TSI Title Service	5,267.50	
CR Properties	157,500.00	
Jimmy Gouras	30,000.00	
Jimmy Gouras-5% of total	155,000.00	
Pittman Environmental Services	1,600.00	
Plan Hour Printing and Graphics	591.09	
		351,258.59

Interest

Trustmark	84,525.79	
		84,525.79

Mississippi Power

Mississippi Power	161,822.16	
		161,822.16

Assisted Living Site

ICI Construction	780,757.98	
Materials	253,604.08	
		1,034,362.06

Independent Living Site

ICI Construction	1,109,669.00	
Materials	213,336.00	
		1,323,005.00

Median Cut

Warren Paving	172,757.09	
		172,757.09

Cost Through December 2015

(Original Submission)

3,262,384.12

Additional Interest Though 2/29

23,869.21

Total Costs to Date

3,286,253.33

Check Register				
Off Site Expenses	Date	Type	Amount	Memo
Pittman Environmental Services	6/15/2012	WP 1001	1,600.00	Environmental Survey
Miller Enterprises	6/4/2013	1006	5,145.00	
ICI Construction	6/27/2013	Wire	96,735.78	Construction Draw
Northshore Concrete	7/8/13	0001	52,555.00	Concrete Work
ICI Construction	7/18/2013	Drafted	84,521.70	Construction Draw
Foley Products	7/18/13	0002	15,760.28	
Con-Track	7/18/13	0003	3,962.00	
Mississippi Power	7/18/13	0004	137,497.16	Electricity Work on Site
Trustmark National Bank	7/18/13	0005	1,300.00	Loan Documents & Appraisal Review-
Interest	8/2/13	Drafted	422.13	Paid by WPRC
Warren Paving	8/8/13	0006	26,155.50	Concrete Work
Trustmark National Bank	9/5/2013	Drafted	1,054.50	Interest
Warren Paving	9/16/2013	WPRC 1001	769.68	
Miller Enterprises	9/16/2013	WPRC 1003	2,205.00	
ICI Construction	9/17/2013	Wire	93,510.00	Construction Draw
Deluxe Business Products	9/26/2013	Drafted	91.27	Checks
ICI Construction -	9/30/2013	Wire	40,660.43	Construction Draw
Trustmark National Bank	9/30/2013	Drafted	1,235.30	
Warren Paving	10/14/13	1001	13,684.72	Concrete Work
Trustmark/Brunini	10/29/2013	Drafted	6,391.25	Legal Fees
Trustmark National Bank	10/29/2013	Drafted	1,500.06	
Warren Paving	10/31/13	1003	514.92	Concrete Work
Ready-Mix	10/31/13	1004	32,653.60	Ash
ICI Construction	10/31/13	1005	74,035.35	Construction Draw
Trustmark National Bank	12/2/2013	Drafted	1,730.19	
Ready-Mix	12/3/13	1007	30,008.84	
Warren Paving	12/3/13	1008	2,765.00	
ICI Construction	12/3/13	1009	64,614.60	Construction Draw
Trustmark National Bank	1/8/2014	Drafted	2,001.09	
TSI Title	2/10/2014	1012	5,267.50	Title Insurance/Binder/Title Update
Burns Cooley Dennis	2/10/2014	1011	2,560.00	Professional Fee - Engineering
Trustmark National Bank	2/10/2014	Drafted	2,020.80	
Pine Belt Ready Mix	3/17/2014	1013	29,273.00	
Warren Paving	3/17/2014	1014	1,359.54	
ICI Construction	3/17/2014	1016	132,037.20	Construction Draw
Trustmark National Bank	3/17/2014	Drafted	1,829.29	
Pine Belt Ready Mix	4/14/2014	1017	36,792.00	March draw - Inv#409760-409766
ICI Construction	4/14/2014	1018	71,442.00	Construction Draw
Trustmark National Bank	4/14/2014	Drafted	2,276.50	
ICI Construction	5/5/2014	1019	66,454.20	Construction Draw
Trustmark National Bank	5/5/2014	Drafted	2,518.08	
Trustmark National Bank	6/11/2014	Drafted	2,852.38	
ICI Construction	6/12/2014	1020	102,793.50	Construction Draw
R&J Construction	6/12/2014	1022	24,290.00	Inv#588
Trustmark National Bank	7/10/2014	Drafted	3,004.47	Paid by WPRC
ICI Construction	7/17/2014	1023	204,624.00	Construction Draw
R&J Construction	7/17/2014	1024	14,575.00	Invoice #615
Warner Construction	7/17/2014	1025	51,225.00	Inv# 2
Trustmark National Bank	8/18/2014	Drafted	2,380.73	

ICI Construction	9/9/2014	1026	100,667.25	Construction Draw
ICI Construction	9/9/2014	1027	257,250.60	Construct Fee
Tech-Con Systems	9/10/2014	1028	4,325.00	#228096(302)
Mississippi Power	9/10/2014	1029	11,135.00	Underground Distribution
Warner Construction	9/10/2014	1030	36,172.00	Utilities Work)
R&J Construction	9/10/2014	1031	8,430.00	#643
Neel Schaffer	9/10/2014	1032	7,900.00	#1020070 - traffic study
Trustmark National Bank	9/10/2014	Drafted	2,647.52	
ICI Construction	10/8/2014	1033	127,095.08	Construction Draw
Trustmark National Bank	10/8/2014	Drafted	3,121.66	
Jimmy Gouras	10/24/2014	WP 1013	30,000.00	Invoice #9440
ICI Construction	11/5/2014	1036	40,727.74	Construction Draw
ICI Construction	11/5/2014	1034	14,745.82	Construction Draw
Mississippi Power	11/5/2014	1035	13,190.00	
Trustmark National Bank	11/5/2014	Drafted	3,711.46	
Trustmark National Bank	12/6/2014	Drafted	3,738.16	
ICI Construction	12/9/2014	1037	13,353.30	Construction Draw
ICI Construction		to be paid	82,473.18	Construction Draw
Trustmark National Bank	2/12/2015	Drafted	3,908.96	
Trustmark National Bank	2/12/2015	Drafted	3,944.89	
MMC Materials	4/6/2015	ILF 1147	74,319.00	
Warren Paving	5/22/2015	1038	81,099.90	Median Crossover
Trustmark National Bank	5/22/2015	Drafted	7,950.47	
Trustmark National Bank	5/22/2015	Drafted	4,180.93	
Warren Paving	6/17/2015	1039	74,531.19	Median Crossover
Trustmark National Bank	6/18/2015	Drafted	4,527.70	Interest Loan 60881 5/31/15
Trustmark National Bank	6/19/2015	Drafted	4,225.76	Interest Loan 60881 6/30/15
Trustmark National Bank	6/20/2015	Drafted	198.48	Interest Loan 82367 6/17/15
Warren Paving	7/14/2015	1040	17,126.00	Median Crossover
Trustmark National Bank	7/14/2015	Drafted	2,571.36	Interest
Trustmark National Bank	7/14/2015	Drafted	432.71	Interest
Neel-Schaffer	8/5/2015	1041	2,587.76	1026704
Neel-Schaffer	8/5/2015	1041	7,348.19	1028313
Trustmark National Bank	8/24/2015	Drafted	503.43	Interst as of 8/17/15 #82367
Trustmark National Bank	8/28/2015	Drafted	4,343.47	Interst as of 8/17/15 #60881
Trustmark National Bank	9/21/2015	Drafted	4,381.40	Interest
Trustmark National Bank	9/21/2015	Drafted	536.76	Interest
Environmental Solutions	10/14/2015	ILF 1337	18,531.50	Invoice 1449, 4499.80
ICI Construction	10/16/2015	1042	22,761.90	App # 9
ICI Construction	10/16/2015	1042	16,980.30	App # 11
ICI Construction	10/16/2015	1042	5,328.00	App # 13
Trustmark National Bank	10/16/2015	Drafted	4,241.02	Interest on Loan #60881
Trustmark National Bank	10/16/2015	Drafted	534.13	Interest on Loan #82367
ICI Construction		to be paid	177,615.05	Contractor Draw
Clear Point Consulting		\$	67,870.00	Off site portion per contract
Plan House Printing		\$	591.09	20% of related invoices
Butler Snow		\$	8,750.00	35% of Legal Fees
Jimmy Gouras		\$	155,000.00	5% of net reimburseable expenses
CR Properties		\$	157,500.00	Development fees
Wise Carter		\$	12,623.46	Legal fees
		\$	3,262,384.12	

TAX INCREMENT FINANCING PLAN

Whispering Pines Retirement Community Project

***City of Hattiesburg
Mississippi***

2012

JIMMY G. GOURAS
URBAN PLANNING CONSULTANTS, INC

**TAX INCREMENT FINANCING PLAN
WHISPERING PINES COMMUNITY RETIREMENT PROJECT
HATTIESBURG, MISSISSIPPI
2012**

ARTICLE I. PURPOSE AND INTENT.

Section 1.01 Preamble.

(a) The administration and implementation of this *Tax Increment Financing Plan, Whispering Pines Retirement Community Project, Hattiesburg, Mississippi, 2012* (this "**TIF Plan**"), will be a joint undertaking of the City of Hattiesburg, Mississippi (the "**City**"), and Forrest County, Mississippi, (the "**County**"). The City and the County will enter into an interlocal agreement or an economic development alliance agreement ("**Agreement**"), which will designate the City as the primary party in interest in carrying forward the development of the Whispering Pines Retirement Community Project, Hattiesburg, Mississippi, 2012 (referred to in this plan as the "**Project**") by the Whispering Pines Retirement Community, LLC, (the "**Developer**"). The development of this project is located in Hattiesburg, Mississippi. The issuance of bonds, notes, indentures or other debt obligations (the "**TIF Debt Obligations**") in one or more series to provide funds to finance the costs of acquiring real property and construction and installation of public infrastructure, related site improvements, and any other authorized funding expenses identified in this TIF Plan shall be a joint undertaking of the City and the County whereby the City will issue, in one or more series, TIF Debt Obligations as authorized herein to finance the Project as more fully described herein.

(b) The funds received from the TIF Debt Obligations and other funds as identified herein will be used to defray the costs of acquiring real property, construction and installation of public infrastructure, related site improvements, and other activities to serve the Project and the community as a whole.

(c) The total cost of the infrastructure, site improvements, and other activities making up the Project as defined below, is estimated to be approximately Fifty-Million, Five-Hundred Thousand Dollars (\$50,500,000), part of which will be funded through (i) Tax Increment Financing Revenue Bonds issued in an amount not to exceed Seven-Million Dollars (\$7,000,000) by the City pursuant to this TIF Plan and the Tax Increment Financing Act codified at Mississippi Code Annotated § 21-45-1, *et seq.*, as amended (the "**TIF Act**"), and (ii) the Economic Development Act codified at Mississippi Code Annotated § 57-64-1, *et seq.*, as amended (the "**REDA Act**").

(d) Whispering Pines Retirement Community, LLC, proposes to develop a high-quality continuing care retirement community with additional supporting commercial, retail, and medical service providers on the Highway 11 corridor in Hattiesburg, Mississippi (the "**Project**"). The Project will be completed in four (4) Phases on approximately 52± acres of land. The Phases are described below in detail. ***Phase I*** of the Project will include 44 assisted living units, 14 memory care units, with room for future expansion, and 12 independent living units. ***Phase II*** of the Project will include a 120 bed nursing home that will begin approximately at the same time as ***Phase I***. ***Phase III*** will be developed as a large apartment complex that will

begin development shortly after the completion of *Phases I & II*. *Phases I, II, and III* will be completed on 28.75± acres of land. After *Phases I, II, and III* are completed *Phase IV* of the Project will develop the remainder of the 52± acres, (23.24 acres) located in the entrance area of the proposed project. *Phase IV* includes five separate parcels/buildings with associated parking facilities and is directly accessible from Veterans Memorial Boulevard. *Phase IV* is currently designed to include approximately 100,000 square feet of commercial space. Included in the planning of *Phase IV* are retail shopping facilities, a small grocery store, pharmacy/retail, banking, professional and medically related service providers and offices. The descriptions of the Project and the tax revenue projections were developed for the City and the County with the assistance of the Developer and the Forrest County Tax Assessor.

Section 1.02 Statement of Intent. As provided in Section 1.01 of this TIF Plan, the City, acting on behalf of itself and on behalf of the County, proposes to issue Tax Increment Financing Revenue Bonds in one or more series, pursuant to the authority outlined hereinabove, in an amount not to exceed Seven Million Dollars (\$7,000,000), which will be secured by the City's pledge of up to one-hundred percent (100%) of the increased real and personal property ad valorem taxes generated by the Project in the Tax Increment Financing District ("**TIF District**") for 15 years and a pledge by the County of up to one-hundred percent (100%) of the increased real and personal property ad valorem taxes generated by the construction and development of the Project within the TIF District for 15 years proposed herein, to designate revenue funds that will be used to defray the costs of acquiring real property, construction and installation of public infrastructure, related site improvements, and other activities to serve the Project and the community as a whole, including but not limited to, installation of utilities such as water, sanitary sewer, natural gas lines, relocation of utilities, installation and relocation of electrical services, installation of storm drainage, construction of roadways with curb and gutter, sidewalks, installation of traffic signalization if needed and signage, grading, landscaping and lighting of parking areas and rights-of-way, purchase of rights-of-way necessary for the installation of the infrastructure improvements described hereinabove, capitalized interest, engineering, preparation fees for this TIF Plan, other incidental costs, and related professional fees. If deemed necessary and appropriate, the City and the County may require additional security from the Developer. The construction of the aforementioned improvements will be undertaken to provide for the public convenience, health, and welfare. A more detailed scope of work, along with budgets, will be identified in development agreements and security and reimbursement agreements between the Developer, and the City.

Section 1.03 Public Convenience and Necessity. The public convenience and necessity requires participation by the City and the County in this Project. The public interest will be served by the City and the County participation in the public infrastructure and other public improvements and facilities' costs of the Project. The Project will accomplish the following, which will provide for the public convenience and necessity and serve the best interests of the citizens of the City and the County:

(a) **Private Investment.** Construction of the Project is expected to represent a private investment in excess of Fifty-Million Five-Hundred Thousand Dollars (\$50,500,000).

(b) **Increase in City Ad Valorem Taxes.** Increased City real and personal property ad valorem taxes generated from the Project are anticipated to be as follows:

<u>Entity</u>	<u>Current Tax</u>	<u>Taxes After Improvements</u>	<u>Total Increase</u>
City (47.42 mils)			
Real Property	\$225	\$ 266,232.31	\$266,007.31

(c) **Increase in County Ad Valorem Taxes.** Increased County real and personal property ad valorem taxes generated from the Project are anticipated to be as follows:

<u>Entity</u>	<u>Current Tax</u>	<u>Taxes After Improvements</u>	<u>Total Increase</u>
County (55.09 mils)			
Real Property	\$270	\$309,294.45	\$309,024.45

(d) **Increase in School District Ad Valorem Taxes.** Increased School District real and personal property ad valorem taxes generated from the Project are anticipated to be as follows:

<u>Entity</u>	<u>Current Tax</u>	<u>Taxes After Improvements</u>	<u>Total Increase</u>
School Dist. (59.02 mils)			
Real Property	\$310	\$331,358.62	\$331,048.62

(e) Summary of Benefits

- Whispering Pines will significantly advance Hattiesburg and Forrest County's goal of improving and sustaining a better quality of life for senior residents of Hattiesburg.
- Construction of all Phases of the Project will represent a private investment of over \$50,500,000 and will have a significant impact on the economy of Hattiesburg and Forrest County.
- Increased real and personal property ad valorem taxes generated from the Project are projected to be a combined net increase to the County, City, and School District of \$906,885.38. This can be broken down by, the City receiving \$266,232, the County receiving \$309,294, and the School District receiving \$331,358.
- Phases I, II, and III of this Project will create 140 new full and part-time jobs with a payroll of in excess of \$4,300,000 annually thus having a long-term positive impact on the community.
- Phase IV of the project will create an estimated 237 new full and part-time jobs with an estimated payroll of \$6,771,429.
- The Project will establish a new development in the Hattiesburg and Forrest County market, thus enhancing the city and the county's competitive position as one of the State of Mississippi's certified retirement communities.
- The Project will attract new retailers, professional service providers, and restaurants to the Highway 11 corridor.
- The Project will provide needed retail and professional services to a growing area in the community that currently does not have similar retail, and services.
- The Project will meet part of the demand for assisted living units. Hattiesburg's current inventory of assisted living units versus what is needed shows there is a substantial demand for more units in the area.
- The development will provide a new high-quality retirement community giving Hattiesburg an opportunity to attract a new senior population base as well as to meet the needs of the existing senior community.
- The Project will enhance the ability of Forrest County families to keep their elderly loved ones in the Hattiesburg community for continuing care. Currently many are forced to relocate in other communities across the State because of the unavailability of residential units.
- Whispering Pines will strengthen Hattiesburg and Forrest County stature and strength as one of Mississippi's best regional medical centers broadening the full continuum of care in the community,

- Whispering Pines is a strong and viable economic development project creating an estimated 377 jobs, with a combined estimated payroll of \$11,071,429. It is a substantial project that will serve as a major catalyst for additional private investment in the Project area to support and enhance growth.

ARTICLE II. PROJECT AND DEVELOPER INFORMATION.

Section 2.01 Project Description.

Whispering Pines Retirement Community, LLC

Section 2.02 Developer Information.

(a) Name of Developer:

Rob Tatum

(b) Address of Company:

16 Bellegrass Blvd.

Hattiesburg, MS 39402

Local Contractors or Agents:

To be determined by the Developer using competitive bids/proposals processes

ARTICLE III. ECONOMIC DEVELOPMENT IMPACT DESCRIPTION.

Section 3.01 Job Creation.

(a) **Part-Time Construction Jobs.** The development of the Project will create 55-75 temporary construction jobs in Phase I and similar numbers for subsequent Phases. Phase I will result in a construction payroll in excess of \$1,500,000.00. The anticipated construction period is estimated to last approximately 11 months per Phase with some Phases being constructed with overlapping schedules. Although these jobs are temporary, much of this money will be spent in Hattiesburg and the Forrest County area.

Section 3.02 Permanent Full-Time and Part-Time Jobs. At completion of all phases of the development, it is expected that the Project will create approximately three hundred seventy-seven (377) new full-time and part-time jobs with an annual payroll of in excess of Eleven-Million Dollars (\$11,000,000).

Section 3.03 Financial Benefit To The Community. Phase IV, to be located at the entrance of the property, immediately adjacent to Veteran's Memorial Highway will consist of various specialty retailers such as a small grocery store, a full service pharmacy retailer, banking, restaurants, doctors offices, and medical suppliers. This Phase is expected to generate TWENTY-FIVE MILLION DOLLARS (\$25,000,000) in new retail sales based on the projected construction of square footage of 100,000 commercial space and should generate ONE-MILLION, SEVEN-HUNDRED AND FIFTY-THOUSAND DOLLARS (\$1,750,000) in sales tax for the State of Mississippi with an anticipated sales tax rebate of approximately THREE-HUNDRED, TWENTY-THREE THOUSAND, SEVEN HUNDRED AND FIFTY DOLLARS (\$323,750) for the citizens of Hattiesburg.

(a) **Ad Valorem Property Tax Increases.** The construction and development of all four phases of the project will generate significant increases in ad valorem property tax revenues for the City, the County, and the School District. The following are estimates of new ad valorem property tax revenues projected from the development when all four phases are completed.

AD VALOREM TAXES

<u>Entity</u>	<u>Current Tax</u>	<u>Taxes After Improvements</u>	<u>Total Increase</u>
City (47.42 mils)			
Real Property	\$225	\$266,007.31	\$21,923.21
County (55.09 mils)			
Real Property	\$270	\$309,024.45	\$31,162.04
School Dist. (59.02 mils)			
Real Property	\$310	\$331,048.62	\$36,989.81

The ad valorem real property revenue projections were developed for the County and the City with the assistance of Whispering Pines Retirement Community, LLC, and the Forrest County Tax Assessor.

Phases I and II also include in the tax revenue estimates above, an estimated Five Hundred, Fifty Thousand Dollars (\$550,000) of taxable personal property.

Section 3.04 Sales Taxes. Phase IV sales tax for the State of Mississippi are anticipated to total approximately One-Million, Seven Hundred Fifty-Thousand Dollars (\$1,750,000) of which Three Hundred Twenty-Three Thousand, Seven-Hundred Fifty Dollars (\$323,750.00) will be rebated to the Community. A summary of the increase in sales tax revenue is provided below:

<u>Estimated New Sales*</u>	<u>New State of Mississippi Retail Sales Tax*</u>	<u>New Retail Sales Tax Rebate To City*</u>
\$25,000,000	\$1,750,000	\$323,750

ARTICLE IV.

A STATEMENT OF THE OBJECTIVE OF THE TAX INCREMENT FINANCING PLAN

Section 4.01 Primary Objective.

(a) The primary objective of this TIF Plan is to serve the public convenience and necessity by participating in the Project. This TIF Plan will provide financing to acquire real property, to construct various public infrastructures, and other improvements to serve the Project as described in detail in the Preamble to this TIF Plan. The public and private parking facilities and the public infrastructure improvements will be constructed in accordance with standards, codes, and ordinances of the City.

(b) The improvements will provide for the health and welfare of the public by providing for public green spaces and recreational areas, safe and adequate utilities, which may include electrical, water, gas, sanitary sewer systems, and drainage systems. The area will be landscaped in a manner to accomplish the goals and objectives of the City as expressed in the City of Hattiesburg's zoning ordinances and other applicable ordinances.

ARTICLE V.

**Property Description. A STATEMENT INDICATING THE
NEED AND PROPOSED USE OF THE TAX INCREMENT
FINANCING PLAN IN RELATIONSHIP TO THE
DEVELOPMENT PLAN.**

The proposed use of this TIF Plan is to provide a financing mechanism for the acquisition of real property and construction of public infrastructure, and other improvements necessary to serve the public that will utilize the induced development.

ARTICLE VI. A STATEMENT CONTAINING THE COST ESTIMATE OF THE DEVELOPMENT PROJECT, PROJECTED SOURCES OF REVENUE TO MEET THE COSTS, AND TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED.

Section 6.01 Cost Estimate of Development Project. The development of the Project is expected to represent a private investment in excess of Fifty-Million, Five-Hundred Thousand Dollars (\$50,500,000). As set forth in Section 1.01 hereof, this TIF Plan will be a joint undertaking of the City of Hattiesburg and Forrest County, Mississippi, whereby the City and the County will enter into an interlocal agreement or an Economic Development Alliance Agreement, ("**Agreement**") which will designate the City as the primary party in interest in carrying the Project forward. The Agreement shall specifically provide for the burdens of the County and the City with regard to the payment of the TIF Debt Obligations and the proportions of the pledged taxes that will be used to service such TIF Debt Obligations. The City and the County propose that the City is to issue TIF Debt Obligations as authorized in the Preamble of this TIF Plan, in one or more series, in an amount not to exceed Seven-Million Dollars (\$7,000,000). The funds will be used to pay the cost of acquiring real property, and various public infrastructure improvements of the Project including, but not limited to, installation of utilities such as water, sanitary sewer, natural gas lines, relocation of utilities, installation and relocation of electrical services, installation of storm drainage, construction of roadways with curb and gutter, sidewalks, installation of traffic signalization and signage, grading, landscaping and lighting of parking areas and rights-of-way, purchase of rights-of-way necessary for the installation of the infrastructure improvements described hereinabove, capitalized interest, engineering, preparation fees for this TIF Plan, other incidental costs, and related professional fees. The construction of the aforementioned improvements will be undertaken to provide for the public convenience, health, and welfare. A more detailed scope of work including budgets will be identified in development agreements and security and reimbursement agreements between the Developer and the City. Proceeds of the TIF Debt Obligations may also be used to fund capitalized interest and a debt service reserve fund as may be permitted under Mississippi Code Annotated § 21-45-1, *et seq.*, as amended.

Section 6.02 Projected Sources of Revenue to Meet Costs. The Developer will secure financing for the private investment for the development of the Project. The City and the County will pledge up to one-hundred percent (100%) of the ad valorem tax increases from the real and personal property generated by the Project from within the TIF District, for a period of fifteen years to finance the TIF Debt Obligations. If deemed necessary and appropriate, the City and the County may require additional security from the Developer.

Section 6.03 Total Amount of Indebtedness to be Incurred. As set forth in Section 1.01 hereof, the City will issue up to Seven Million Dollars (\$7,000,000) in TIF Debt Obligations, in one or more series, which will be secured by the City with a pledge of up to one-hundred percent (100%) of the ad valorem tax increases of the real and personal ad valorem taxes generated by the Project, from within the TIF District. The County will pledge up to one hundred percent (100%) of the ad valorem tax increases from the real and personal property generated by the Project from within the TIF District. If deemed necessary and appropriate, the

City and County may require additional security generated by the Project from within the TIF District from the developers of the Project. *The Tax Increment Financing Redevelopment Plan, Hattiesburg, Mississippi; The Tax Increment Financing Redevelopment Plan, Forrest County, and the Tax Increment Financing Plan Whispering Pines Retirement Community Project, Hattiesburg, Mississippi, 2012, and the Tax Increment Finance Plan Whispering Pines Retirement Community Project, Forrest County, Mississippi 2012* shall be a joint undertaking by the City and the County including, but not necessarily limited to, the issuance of the TIF Debt Obligations to provide funds to defray the cost of the improvements.

Section 6.04 Description of Interest Rate and Required Payments on the TIF Debt Obligations. It is expected that TIF Debt Obligations can be obtained at an annual interest rate of not more than five percent (5.0%) with a repayment schedule of up to fifteen (15) years. Annual principal and interest payments are estimated to be up to approximately Four-Hundred, Sixty-Thousand and Twenty-Five Dollars (\$460,025), assuming a five percent (5.0%) interest rate and a repayment schedule of fifteen (15) years.

Section 6.05 Pledge of Taxes to Service the TIF Debt Obligations. The annual increase in ad valorem real and personal property tax revenues to be generated for the City after the Project is completed is estimated to be Two-Hundred Sixty-Six Thousand, Seven Dollars and Thirty-One Cents (\$266,007.31). The annual increase in ad valorem real and personal property tax revenues to be generated for the County after the Project is completed is estimated to be Three-Hundred and Nine Thousand, Twenty-Four Dollars and Forty-Five Cents (\$309,024.45). It is requested of the City that up to one-hundred percent (100%) of these increased ad valorem real and personal property taxes be pledged to the payment of the TIF Debt Obligations. The only obligation of the City with respect to the payment of the TIF Debt Obligations will be a pledge of up to one-hundred percent (100%) of the increased ad valorem real and personal property tax revenues of the City generated within the TIF District. The only obligation of the County with respect to the payment of the TIF Debt Obligations will be a pledge of up to one hundred percent (100%) of the increased ad valorem real and personal property tax revenues of the County generated within the TIF District. If deemed necessary and appropriate, the City and the County may require additional security from the developers of the Project.

Section 6.06 Excess Taxes to be Added to General Funds. Of the total estimated principal and interest payments of Two-Hundred Sixty Six Thousand, and Seven Dollars and Thirty-One Cents (\$266,007.31) on the TIF Debt Obligations, the City will pledge up to one-hundred percent (100%) of the added increments of ad valorem tax on the real and personal property within the TIF District to service the TIF Debt Obligations. Any surplus of ad valorem real and personal property tax received by the City that is not used or needed for the repayment of the TIF Debt Obligations is to be deposited in the general funds of the City, to be used for any lawful purpose. Of the total estimated principal and interest payments of Three Hundred Nine Thousand, Twenty-Four Dollars and Forty-Five Cents (\$309,024.45) on the TIF Debt Obligations, the County will pledge up to one hundred percent (100%) of the added increments of ad valorem tax on the real and personal property generated by the development of the Project within the TIF District to service the TIF Debt Obligations. Any surplus of ad valorem real and personal property tax received by the County that is not used or needed for the repayment of the

TIF Debt Obligations is to be deposited in the general funds of the County, to be used for any lawful purpose.

Section 6.07 TIF Debt Obligations to be Issued in an Amount that is Commensurate with Pledged Tax Revenue. The TIF Debt Obligations will be issued proportionate to the level of the City's and the County's pledged ad valorem real and personal property tax increases generated within the TIF District in amounts and percentages to be defined in the development agreements and the security and reimbursement agreements between the Developer and the City. If deemed necessary and appropriate, the City and the County may require additional security from the Developers. The amount of TIF Debt Obligations, the timing of the issuance, and the percentage of debt service to be repaid by the County and City shall be determined pursuant to further proceedings of the City and the County.

**ARTICLE VII. LIST OF ALL REAL PROPERTY TO BE INCLUDED IN TAX
INCREMENT FINANCING PLAN**

The real property to be included in the TIF District established by this TIF Plan, from which the increases in ad valorem real and personal property tax will be generated to finance the TIF Debt Obligations, will be in the TIF District as more particularly described on Exhibit A.

**ARTICLE VIII. DURATION OF THE TAX INCREMENT FINANCING
PLAN'S EXISTENCE.**

The duration of this *Tax Increment Financing Plan, Whispering Pines Project, Hattiesburg, Mississippi, 2012*, will not exceed twenty (20) years.

ARTICLE IX.

**A STATEMENT REQUIRING THAT A SEPARATE FUND BE
ESTABLISHED TO RECEIVE ADDED INCREMENTS OF AD
VALOREM TAXES AND THE PROCEEDS OF ANY
OTHER FINANCIAL ASSISTANCE.**

A separate fund entitled the "Tax Increment Financing Fund, *Whispering Pines Project, Hattiesburg, Mississippi, 2012*" shall be established by the City and County to receive real and personal property ad valorem taxes and the proceeds of any other financial assistance received in connection with this Tax Increment Financing Plan.

ARTICLE X.

THE GOVERNING BODY SHALL BY RESOLUTION FROM TIME TO TIME, DETERMINE (i) THE DIVISION OF AD VALOREM TAX RECEIPTS, IF ANY, THAT MAY BE USED TO PAY FOR THE COST OF ALL OR ANY PART OF A DEVELOPMENT PROJECT; (ii) THE DURATION OF TIME IN WHICH SUCH TAXES MAY BE USED FOR SUCH PURPOSES; (iii) IF THE GOVERNING BODY SHALL ISSUE BONDS FOR SUCH DEVELOPMENT PROJECT; AND (iv) SUCH OTHER RESTRICTIONS, RULES AND REGULATIONS AS IN THE SOLE DISCRETION OF THE GOVERNING BODY OF THE CITY SHALL BE NECESSARY IN ORDER TO PROMOTE AND PROTECT THE PUBLIC INTEREST.

Through the adoption of the *Tax Increment Financing Plan, Whispering Pines Retirement Community Project, Hattiesburg, Mississippi, 2012*, the Governing Body of the City acknowledges the above and shall adopt the necessary resolutions when deemed necessary and appropriate.

ARTICLE XI. PLAN OF FINANCING.

Section 11.01 Pledge of Increases in Taxes. This TIF Plan provides for the City, acting on behalf of itself and on behalf of the County, to issue the TIF Debt Obligations in one or more series, which will be secured by the City with the pledge of up to one-hundred percent (100%) of incremental increases in ad valorem taxes on real and personal property, generated by the Project within the TIF District, and by the County with the pledge of up to one-hundred percent (100%) of incremental increases in ad valorem taxes on real and personal property, generated by the Project within the TIF District. If deemed necessary and appropriate, the County and the City may require additional security from the Developer. Such decision on the most advantageous method for the County and City to incur the debt will be made pursuant to further proceedings of the County and the City.

Section 11.02 Funding Through Issuance of TIF Debt Obligations. The project may be funded in whole or in part through the following sources: Tax Increment Financing Revenue Bonds issued in, one or more series, in an amount not to exceed Seven-Million Dollars (\$7,000,000) by the City issued pursuant to this TIF Plan, the TIF Act, and the REDA Act.

Section 11.03 Amount, Timing and other Terms of TIF Debt Obligations. The amount of TIF Debt Obligations, the timing of the issuance, and the percentage of debt service to be repaid by the County and the City shall be determined pursuant to further proceedings of the County and the City.

EXHIBIT A

***Legal Descriptions of Whispering Pines
Retirement Community Project, Hattiesburg,
Mississippi, 2012 and Survey Map of the
Geographic Location of the Project:***

JIMMY G. GOURAS
URBAN PLANNING CONSULTANTS, INC

1100 Cherry Street • Vicksburg, Mississippi 39183 • (601) 638-7121 • Facsimile (601) 638-5292 • E-Mail: bill@jimmyggouras.com

Legal Description
for
Proposed Parcel 1

A parcel of land located in the NW 1/4 of the NW 1/4 of Section 32, and also in the SW 1/4 of the SW 1/4, the SE 1/4 of the SW 1/4, and the NE 1/4 of the SW 1/4, Section 29, all in Township 4 North, Range 13 West, Forrest County, Mississippi and being more particularly described as follows:

Commence at the Southwest corner of said Section 32; thence run North for 4906.11 feet; thence run East for 584.04 feet to and for the Point of Beginning, said point also being on the northwestern boundary of the property described in Deed Book 628 on Page 485; thence run along said boundary for the following calls: South 65 degrees 07 minutes 43 seconds East for 142.52 feet; thence run North 28 degrees 42 minutes 21 seconds East for 182.77 feet; thence run North 50 degrees 38 minutes 10 seconds East for 678.62 feet; thence run North 67 degrees 59 minutes 49 seconds East for 399.01 feet; thence leaving said boundary, run North 24 degrees 14 minutes 25 seconds East for 945.17 feet; thence run North 65 degrees 44 minutes 31 seconds West for 707.51 feet to a point on the east right-of-way of U.S. Highway 11; thence run along said right-of-way for the following calls: South 19 degrees 29 minutes 03 seconds West for 395.33 feet; thence run South 26 degrees 13 minutes 29 seconds West for 1503.80 feet; thence run South 27 degrees 34 minutes 47 seconds West for 127.46 feet back to the point of Beginning. Said parcel contains 23.24 acres more or less.

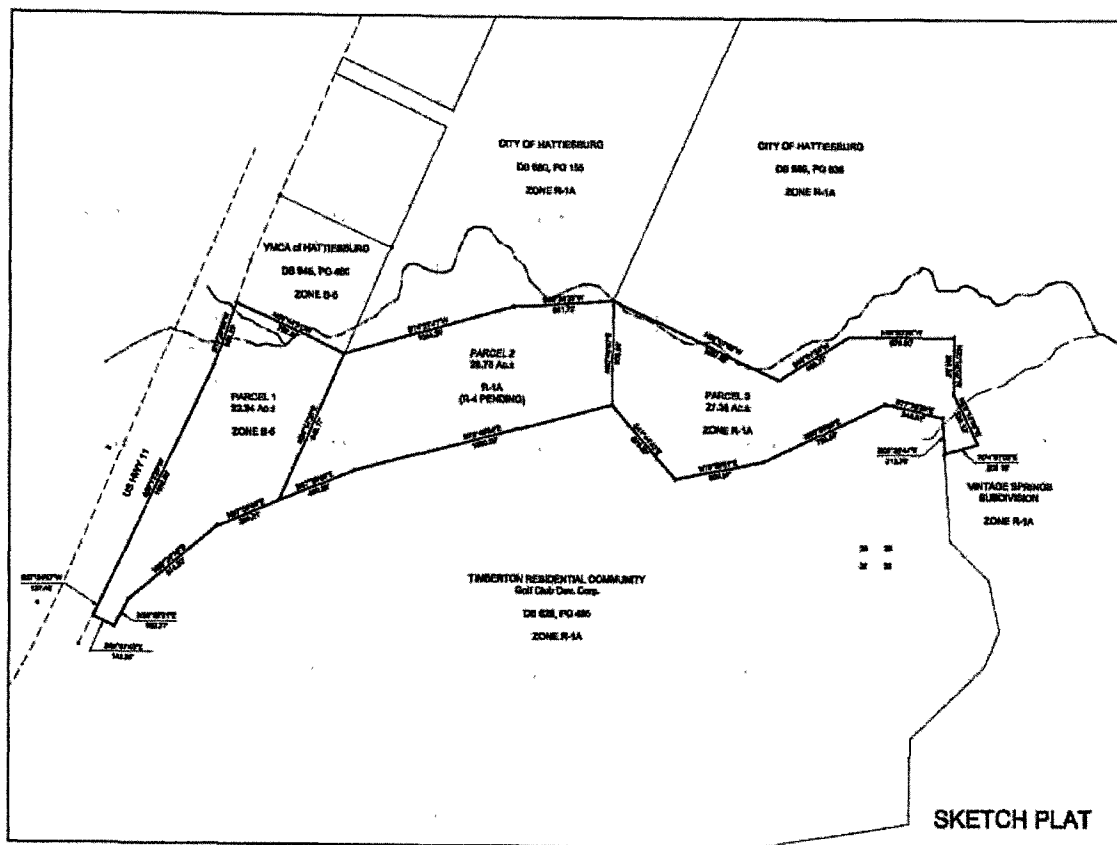
JIMMY G. GOURAS
URBAN PLANNING CONSULTANTS, INC

Legal Description
for
Rezoning Parcel
(Proposed Parcel 2)

A parcel of land located in the SE 1/4 of the SW 1/4, the SW 1/4 of the SE 1/4, the NW 1/4 of the SE 1/4, and in the NE 1/4 of the SW 1/4, all in Section 29 Township 4 North, Range 13 West, Forrest County, Mississippi and being more particularly described as follows:

Commence at the Southwest corner of Section 32; thence run North for 4906.11 feet; thence run East for 584.04 feet to a point on the northwestern boundary of the property described in Deed Book 628 on Page 425; thence run along said boundary for the following calls: South 65 degrees 07 minutes 43 seconds East for 142.52 feet; thence run North 28 degrees 42 minutes 21 seconds East for 182.77 feet; thence run North 50 degrees 38 minutes 10 seconds East for 678.62 feet; thence run North 67 degrees 59 minutes 49 seconds East for 399.01 feet to and for the Point of Beginning; thence continue along said boundary for the following calls: North 67 degrees 59 minutes 49 seconds East for 490.29 feet; thence run North 75 degrees 49 minutes 54 seconds East for 1590.09 feet; thence leaving said boundary, run North 00 degrees 46 minutes 00 seconds East for 608.99 feet; thence run South 86 degrees 25 minutes 23 seconds West for 601.72 feet to the south boundary of the property described in Deed Book 680 on Page 155; thence run South 74 degrees 27 minutes 41 seconds West along said boundary for 1054.39 feet; thence run South 24 degrees 14 minutes 25 seconds West for 945.17 feet back to the Point of Beginning. Said parcel contains 78.75 acres more or less.

JIMMY G. GOURAS
URBAN PLANNING CONSULTANTS, INC



JIMMY G. GOURAS
 URBAN PLANNING CONSULTANTS, INC

**WHISPERING PINES RETIREMENT COMMUNITY
PROJECT SUMMARY
HATTIESBURG, MISSISSIPPI 2012**

I. Project Description

Whispering Pines, LLC, proposes to develop a high-quality continuing care retirement community with additional supporting commercial, retail, and medical service providers on the Highway 11 corridor in Hattiesburg, Mississippi (the "**Project**"). The Project will be completed in four (4) Phases on approximately 52± acres of land. The Phases are described below in detail. **Phase I** of the Project will include 44 assisted living units, 14 memory care units with room for future expansion, and 12 independent living units. **Phase II** of the Project will include a 120 bed nursing home that will begin approximately at the same time as **Phase I**. **Phase III** will be developed as a large apartment complex that will begin shortly after the completion of **Phases I & II**. **Phases I, II, and III** will be completed on 28.75± acres of land. After **Phases I, II, and III** are completed **Phase IV** of the Project will develop the remainder of the 52± acres, (23.24 acres) located in the entrance area of the proposed project. **Phase IV** includes five separate parcels/buildings with associated parking facilities and is directly accessible from Veterans Memorial Boulevard. **Phase IV** is currently designed to include approximately 100,000 square feet of commercial space. Included in the planning of **Phase IV** are retail shopping facilities, a small grocery store, pharmacy/retail, banking, professional and medically related service providers and offices.

II. Private Investment in Excess of Fifty Million Dollars (\$50,500,000)

The development and construction of **Phases I & II** of the Project will be comprised of a private investment of approximately \$19,000,000 (includes \$550,000 for FF&E) in land, buildings, site improvements, and related costs. **Phase III** will encompass an estimated private investment of approximately \$16,000,000 (FF&E will be provided via a lease agreement with the management of the nursing home and taxes on personal property will be paid by the lease.) At this time, the initial planned development cost of **Phase IV** is expected to be in excess of \$15,500,000.

III. Job Creation

Construction Jobs: It is expected that the construction of the Project will create scores of construction jobs that will generate a significant construction payroll that will be spent locally and have a positive impact on the economy of Hattiesburg and Forrest County. Both Phase I and Phase II are each expected to take approximately 12 months of construction time to complete. The developer is expecting to begin Phase II before the completion of Phase I. Phase III will follow Phases I and II and will take an additional

12 months to complete. Construction for Phase IV will occur based on the market interest and time frames to compliment the overall development

Permanent Full and Part-Time Jobs: Upon completion of the **Phases I & II** of the Project, it is expected that approximately 140 new full and part-time jobs with an annual payroll in excess of \$4,000,000 will be created. **Phase III** will create approximately 10 more new full and part-time jobs. Although, specific design and details associated with **Phase IV** is unknown at this time, it is likely that it will create at least another 237 jobs, based on the foot print, and desired business model being developed and will result in an associated payroll also in excess of \$6,700,000 annually.

IV. Property Taxes

Currently, property taxes generated by the 52± acres on which the Project is located are negligible. As a result of the **first phase** of the Project, real and personal property ad valorem taxes could reach approximately \$906,885.38. The following table illustrates the estimated ad valorem taxes before and after construction of **Phases I, II, III, & IV** of the Project:

Phase I & II – Estimated AD VALOREM TAXES

<u>Entity</u>	<u>Current Tax*</u>	<u>Taxes After Improvements*</u>	<u>Total Increase*</u>
City (47.42mils)			
Real Property & Personal Property	\$225	\$90,896.31	\$90,671.31
County (55.09 mils)			
Real Property & Personal Property	\$270	\$105,598.45	\$105,328.45
School Dist.(59.02 mils)			
Real Property & Personal Property	<u>\$310</u>	<u>\$113,131.62</u>	<u>\$112,821.62</u>
Total	\$805	\$309,626.38	\$308,821.38

* The estimated taxes provided in the foregoing table are based on data provided by the Developer and the Forrest County Tax Assessor.

Phase III – Estimated AD VALOREM TAXES

<u>Entity</u>	<u>Taxes After Improvements*</u>
City (47.42mils)	
Real Property & Personal Property	\$84,645
County (55.09 mils)	
Real Property & Personal Property	\$98,336
School Dist.(59.02 mils)	
Real Property & Personal Property	<u>\$105,351</u>
Total	\$288,332

* The estimated taxes provided in the foregoing table are based on data provided by the Developer and the Forrest County Tax Assessor

Phase IV – Estimated AD VALOREM TAXES

<u>Entity</u>	<u>Taxes After Improvements*</u>
City (47.42mils)	
Real Property & Personal Property	\$90,691
County (55.09 mils)	
Real Property & Personal Property	\$105,360
School Dist.(59.02 mils)	
Real Property & Personal Property	<u>\$112,876</u>
Total	\$308,927

• The estimated taxes provided in the foregoing table are based on data provided by the Developer and the Forrest County Tax Assessor.

• Total Phases I-IV – Estimated AD VALOREM TAXES

<u>Entity</u>	<u>Net Increase Tax Estimated After all Improvements*</u>
City (47.42mils)	
Real Property & Personal Property	\$266,007.31
County (55.09 mils)	
Real Property & Personal Property	\$309,024.45
School Dist. (59.02 mils)	
Real Property & Personal Property	<u>\$331,048.62</u>
Total Project	\$906,080.38

* The estimated taxes provided in the foregoing table are based on data provided by the Developer and the Forrest County Tax Assessor.

V. Partial Listing of Project Benefits

- Whispering Pines will significantly advance Hattiesburg and Forrest County's goal of improving and sustaining a better quality of life for senior residents of Hattiesburg.
- Construction of all Phases of the Project will represent a private investment of over \$50,500,000 and will have a significant impact on the economy of Hattiesburg and Forrest County.
- Increased real and personal property ad valorem taxes generated from the Project are projected to be a combined net increase to the County, City, and School District of \$906,885.38. This can be broken down by, the City receiving \$266,232, the County receiving \$309,294, and the School District receiving \$331,358.
- Phases I, II, and III of this Project will create 140 new full and part-time jobs with a payroll of in excess of \$4,300,000 annually thus having a long-term positive impact on the community.
- Phase IV of the project will create an estimated 237 new full and part-time jobs with an estimated payroll of \$6,771,429.

- The Project will establish a new development in the Hattiesburg and Forrest County market, thus enhancing the city and the county's competitive position as one of the State of Mississippi's certified retirement communities.
- The Project will attract new retailers, professional service providers, and restaurants to the Highway 11 corridor.
- The Project will meet part of the demand for assisted living units. Hattiesburg's current inventory of assisted living units versus what is needed shows there is a substantial demand for more units in the area.
- The development will provide a new high-quality retirement community giving Hattiesburg an opportunity to attract a new senior population base as well as to meet the needs of the existing senior community.
- The Project will enhance the ability of Forrest County families to keep their elderly loved ones in the Hattiesburg community for continuing care. Currently many are forced to relocate in other communities across the State because of the unavailability of residential units.
- Whispering Pines will strengthen Hattiesburg and Forrest County stature and strength as one of Mississippi's best regional medical centers broadening the full continuum of care in the community,
- Whispering Pines is a strong and viable economic development project creating an estimated 377 jobs, with a combined estimated payroll of \$11,071,429. It is a substantial project that will serve as a major catalyst for additional private investment in the Project area to support and enhance growth.

VI. Project Feasibility/Assistance Needed

- The high cost of land and infrastructure require financial assistance from the City and County if the Project is to become a reality.
- Developers propose the City and County provide Tax Increment Financing to help defray some of the cost of infrastructure including a lighted and landscaped access road, as well as water, sewer, gas, drainage, landscaping, parking and related earth works. Estimated costs are approaching \$5,800,000.
- Main Road, drainage, curb and gutter, and additional related earth work, water lines \$2,057,841
- Assistant Living site:
 - Sewer, water and storm drain and related site work \$168,426
 - Main Boulevard and sidewalks \$821,754
- Independent Living site:
 - Sewer, water and storm drain and related site work \$108,342
 - Main Boulevard and sidewalks \$587,298
- Nursing Home site:
 - Sewer, water and storm drain and related site work \$208,342
 - Main Boulevard and sidewalks \$201,858
- Commercial Retail (Phase IV) site:
 - Sewer, water and storm drain and related site work \$110,284
 - Sidewalks \$204,025
 - Add'l Entrances and related road work \$457,296
- Street Lights \$35,000
- Wilmut Gas lines \$13,500
- Mississippi Power and Light \$80,000
- Landscaping \$350,000
- Detention Ponds \$40,000
- Engineering, Design and Professional Services \$347,848

Total:
\$5,791,814

Tax Increment Financing (TIF)

The following tables illustrate proposed tax increment financing scenarios for all Four (4) Phases:

<u>Term</u>	<u>TIF Bond Issue</u>	<u>Annual Payment (80%)</u>	<u>Net Increased Tax Available</u>
15 yrs. @5.0% (100% City/County)	\$4,847,715	\$460,025	\$575,032

NOTE: These estimates assume a 1.2 debt ratio on the net increase in taxes based on data estimates from the Developer, and the Forrest County Tax Assessor. Current millage rates that were used include (City – 47.42 & County – 55.09), with an allocated 100% commitment from the City and County for 15 years and 100% on the incremental tax increase designated towards the proposed TIF bond payments, less the required 20% holdback.

Phases I, II, and III Economic Impact summary:

Employment: 140

Payroll Estimated: \$4,300,000 (Avg. payroll per employee of \$28,571.43)

Phase IV Economic Impact Summary:

Phase IV specifically includes, various retail, office and professional services commercial space. Based on estimated values from various research guidelines it is estimated that the following employment and sales tax figures will be generated from Phase IV of the project.

Employment: 237

Payroll Estimated: \$6,771,429 (Avg. payroll per employee of \$28,571.43)

Total new estimated jobs are based on the simplified general formula footnoted below in exhibit A. Additional exhibits below are provided to demonstrate and to validate the estimates from separate sources. They generally reflect slightly higher employment estimates than provided above.

Estimated Annual Retail Sales Tax: \$1,750,000

Estimated Sales Tax Rebated to the City of Hattiesburg: \$323,750

EXHIBIT "A"

Land Use Designation	SF/Employee
Commercial Retail (CR)	500
Commercial Tourist (CT)	500
Commercial Office (CO)	300

Source: "Socioeconomic Build-Out Projections Assumptions & Methodology"

CVS operates retail drug stores which sell prescription drugs, over-the-counter drugs, beauty products and cosmetics, seasonal merchandise, greeting cards, and convenience foods, as well as provides film and photo finishing services. As of March 31, 2012 the company operated 7,352 retail drugstores in 41 U.S. states, Puerto Rico and Washington D.C., of which 7,295 operated a pharmacy, 29 onsite pharmacy stores, 570 retail health care clinics and CVS.com.

Square Feet (SF)/Employee factor: This factor indicates the number of square feet of building space per employee and is used to estimate the number of jobs for a given land use designation. These factors for the commercial land use designations are listed in the table above

Headquarters	Woonsocket, Rhode Island
Sector	Drug Stores
Primary NAICS Code	446110 – Pharmacies and Drug Stores
Primary SIC Code	5912 – Drug Stores and Proprietary Stores
Fiscal Year 2012 Ends on	Dec 31, 2012
2011 Net Sales	\$ 59.6 Billion
2011 Operating Income	\$ 4.91 Billion
Store Count*	7,352
Total Selling Sq Ft**	71,500,000
Employees**	202,000

*as of 3/31/12 **as of 12/31/11

CVS Retail Drug Store Example:

202,000 total employees divided by 7352 store averages, 27.46 employees per store. Our estimate above includes, based on a Square footage of 13,225, with each employee estimate attributed to 500 sq. ft. equals 26.45 employees.

The Fresh Market operates as a specialty grocery retailer, offering various perishable product categories, including meat, seafood, produce, deli, bakery, floral, sushi, and prepared foods; and non-perishable product categories, such as traditional grocery and dairy products, as well as specialty foods, which include bulk, coffee and candy, and beer and wine. As of May 30, 2012, the company operated 116 stores in 21 states, located in the Southeast, Midwest, Mid-Atlantic, and Northeast.

Headquarters	Greensboro, North Carolina
Sector	Grocery Stores
Primary NAICS Code	445110 – Supermarkets & Other Grocery (except Convenience) Stores
Primary SIC Code	5411 – Grocery Stores
Fiscal Year 2012 Ends on	Jan 27, 2013
2011 Net Sales	\$ 1.11 Billion
2011 Net Income	\$ 51.4 Million
Store Count*	116
Total Store Sq Ft*	2,446,075
Employees**	8,500

*as of 4/29/12 **as of 1/29/12

Fresh Market Grocery Retail Example:

8500 Employees, 116 stores equals 73.28 employees per store. Our estimate above based on one employee per 500 Sq. Ft. of a total of 30,125 Sq. Ft. equals 60.25 employees that is included in the estimate above.

Clearpoint Consulting Engineers, P.A.
Summary of Engineering & Surveying Fees
The Claiborne At Hattiesburg

July 7, 2015

Item	Building Pad & Parking (On-Site)	Off-Site & TIF Eligible Items	Totals
Assisted Living Facility	\$14,200.75	\$43,300.00	\$57,500.75
Independent Living Facility	\$9,370.00	\$24,570.00	\$33,940.00
Totals	\$23,570.75	\$67,870.00	\$91,440.75

The figures above are estimated based upon best available information with respect to the complexity of respective items of work.

Clearpoint

Consulting Engineers, P.A.

March 27, 2012

Mr. Rob Tatum
Tatum Capital, LLC
16 Bellegrass Boulevard
Hattiesburg, MS 39402

Re: Proposal for Surveying and Engineering Services
Proposed Assisting Living and Nursing Home Facilities
Veterans Memorial Boulevard
Hattiesburg, Mississippi

Dear Rob:

Thank you for selecting Clearpoint Consulting Engineers, P.A. (hereafter referred to as Clearpoint or Engineer) to provide the surveying and engineering services for the above referenced project. I would like to provide you with the following anticipated scope of work and fees for our services:

I. TOPOGRAPHIC AND PROPERTY BOUNDARY SURVEY:

Clearpoint will conduct a topographic and property boundary survey of the development area consisting of approximately 14 acres, more or less. This survey will comply with the State of Mississippi Minimum Standards for Property Boundary Surveys and will build upon the outer boundary survey performed by Clearpoint in 2011. Existing ground contours will be provided at a maximum of 2-foot vertical intervals. We will also perform a topographic survey of the proposed access road for use in planning and design.

Due to the dense underbrush that currently covers the site, we reserve the right to use mechanical clearing (i.e. bulldozer) to aid in gathering field information. Any costs that are associated with this limited clearing will be included in our price for survey services.

II. PHASE I ENVIRONMENTAL ASSESSMENT

Clearpoint will perform a Phase I Environmental Assessment of the subject property in accordance with the latest ASTM standard.

6652 U.S. Highway 98
Hattiesburg, MS 39402

Phone (601) 261-2609
Fax (601) 261-5573
www.clearpointengineers.com

III. COORDINATION OF OTHER ENVIRONMENTAL CONSULTANTS

Clearpoint will assist you in selecting a qualified wetlands consultant to delineate the extent of wetlands that may be affecting the subject property and will coordinate and provide drawings, surveys, etc. as needed to assist the wetlands consultant in his/her work.

IV. PRELIMINARY DESIGN AND UTILITY STUDY:

Utilizing the boundary and topographic survey, wetlands delineation and master development plan developed by your project architect, Clearpoint will provide preliminary infrastructure design and earthwork calculations to assist you with developing a project budget.

Upon finalization of the master plan, Clearpoint will coordinate utility service with the respective utility companies and/or municipalities (water, sewer, power, telephone and cable). Any easement descriptions and plats will be provided by Clearpoint.

Clearpoint will submit the preliminary development plans for review and approval of the City Planning Department, as needed.

Clearpoint will also prepare and submit to the MS Dept. of Environmental Quality in your company's name a Stormwater Pollution Prevention Plan. This plan will show Best Management Practices (BMP's) and how storm water runoff will be controlled during the construction phase. It will be the owner's responsibility to implement these BMP's and meet record keeping and site requirements as set forth by MDEQ.

The project site adjoins an area identified as flood zone "A". Hydrologic or flood studies are not included in this proposal. If required for regulatory or insurance purposes, Clearpoint will assist the Client in selecting a hydrologist and will provide the necessary topographic survey data for completion of a flood study.

V. CIVIL DESIGN AND PERMITTING:

Grading Plan/Water Distribution/Sanitary Sewer/Storm Drainage & Retention:

Clearpoint will provide an earthwork-grading plan of the referenced project site and access road that will include building finish floor elevations, selected spot elevations and finish grade contours necessary for construction.

In addition, we will provide the engineering functions necessary for the development of construction plans and specifications for the construction of streets, storm drainage and or retention, sewage collection and water distribution for the proposed facilities. This design will be based upon the final master plan as approved by the Client.

Clearpoint will assist the Client's geotechnical consultant with the location of boreholes. Paving structure and building pad preparation recommendations will be determined by the geotechnical firm with a copy of the geotechnical report to be provided to Clearpoint. Retaining walls, if required, shall be designed by the Client's structural engineer, with Clearpoint providing dimensioned elevation drawings for use by the structural engineer.

This phase will also include submitting the water and sanitary sewer construction plans to the appropriate governmental agencies for their approval.

Clearpoint will develop drawings and permit applications for the Mississippi Dept. of Transportation permit for the access road connection to Veterans Memorial Boulevard.

It is expected for there to be some minor modifications to the development layout. However, should the number of changes become excessive, or if major changes are made during or after the civil design phase, we reserve the right to request additional compensation for these changes prior to commencement.

VI. CONSTRUCTION PHASE:

Upon obtaining approvals of the plans and specifications, Clearpoint will assist the Client in the solicitation of bids for the various elements of work. Clearpoint will provide observations of construction of the access road and underground utilities as necessary for determining substantial compliance with construction plans and specifications. Inspections related to the general site development (building pad, parking lots, etc.) is not included. An engineer will be available for on-site consultation as needed.

During the development phase, the Client and/or his general contractor will be responsible for installing, monitoring, maintaining and reporting the erosion control measures in accordance with the approved Storm Water Pollution Prevention Plan.

Construction staking services are not included in this agreement and will be provided under separate agreement, if desired.

VII. CLOSE-OUT PHASE

Upon completion of construction, Clearpoint will develop as-built plans of the water, sewer and road for submission to the MSDOH, MDEQ and the water association and the City of Hattiesburg for final approval.

Clearpoint will also conduct an as-built ALTA/ASCM survey of the developed properties as needed for loan close-out and platting as required by the City of Hattiesburg.

VIII. EXCLUSIONS

This proposal does not include the following services:

- Landscaping/Irrigation Design
- Site Lighting Design
- Geotechnical Investigation/Report/Recommendations
- Structural Engineering (Foundation or Retaining Walls)
- Wetlands/Endangered Species/Archaeological Surveys
- Construction Quality Control Testing
- Hydrologic/Flood Studies
- Design of Off-Site Improvements/Utilities
- Construction Staking

IX. FEES FOR PROFESSIONAL SERVICES:

Stage	Amount
I. Topographic and Boundary Survey	\$ 5,800.00
II. Phase I Environmental Assessment	2,500.00
III. Coordination of Other Environmental Consultants	1,500.00
IV. Preliminary Design and Utility Study	4,800.00
V. Civil Design and Permitting	35,000.00
VI. Construction Observation (to be billed at hourly rates*)	10,000.00 * <u>5,000.00</u> RTB
VII. Close-Out Phase	<u>8,500.00</u>
	\$ 68,100.00
	<u>63,100.00</u> RTB

* Estimated Total Cost Shown. Hourly Rates for Construction Observation:

Principal Engineer	\$ 120.00 / hr.
Project Engineer	110.00/ hr.
Inspector	45.00 /hr.

Any additional engineering and surveying services required beyond the scope of this proposal will be invoiced at current hourly rates unless superceded by future agreements. Services provided prior to the date of this agreement shall be invoiced separately and are not included herein. See attached General Provisions for additional conditions.

Clearpoint Consulting Engineers, P.A. is a firm committed to providing high quality, professional service to our clients. I look forward to working with you to help make this project a reality.

I hope that you find the above scope of work and fee structure acceptable. Please let me know if you have any questions.

Sincerely,

Accepted:

Clearpoint Consulting Engineers, P.A.

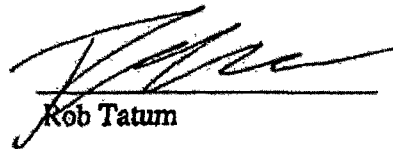
Tatum Capital, LLC



Ronald T. Blackwell, P.E.
President

March 27, 2013

Date



Rob Tatum

4-5-12

Date

GENERAL PROVISIONS

1.0 Payment of Invoices

The above financial arrangements are on the basis of prompt payment of our invoices and the orderly and continuous progress of the Project through construction. The Engineer's fees will be invoiced monthly as based upon percentage of the completed work of each of the respective phases. All invoices will be net 30 days. If Client fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's statement therefore, the amounts due Engineer will be increased at the rate of 1.5% per month from said thirtieth day. In addition, if payment is not received within 60 days after receipt of Engineer's statement, Engineer may, after giving seven days' written notice to Client, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses and charges. Engineer also reserves the right to attach liens against the subject property, in addition to other legal remedies.

2.0 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon seven day's 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. In the event of any termination, Engineer will be paid for all services rendered to the date of termination, all reimburseable expenses and termination expenses.

3.0 Budgetary Limitations and Third-Party Payments

It is necessary that you advise us in writing at an early date if you have budgetary limitations for the Project that may affect our services and design.

4.0 Successors and Assigns

Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Engineer (and the assigns of Client 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.

Neither Client or Engineer shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be 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. Nothing contained in this paragraph shall prevent the Engineer from employing such

independent professional associates and consultants as Engineer may deem appropriate to assist in the performance of services hereunder.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Engineer, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Engineer and not for the benefit of any other party.

5.0 Dispute Resolution

In the event there is a dispute among the parties to this agreement, Engineer and Client agree to attempt, in good faith, to resolve the dispute between the officers of each company within ten days. Thereafter the parties agree to attempt resolution through nonbinding mediation, splitting the cost of the mediator's fee equally. In the event a dispute remains unsettled, then the parties agree to resolve their dispute by bench trial in a court of competent jurisdiction.

Clearpoint Consulting Engineers, P.A.

Ronald T. Blackwell, P.E., President _____ (initial)

Client RF (initial)

VIII. EXCLUSIONS

This proposal does not include the following services:

- Landscaping/Irrigation Design
- Site Lighting Design
- Geotechnical Investigation/Report/Recommendations
- Structural Engineering (Foundation or Retaining Walls)
- Wetlands/Endangered Species/Archaeological Surveys
- Construction Quality Control Testing
- Hydrologic/Flood Studies
- Design of Off-Site Improvements/Utilities
- Construction Staking

IX. FEES FOR PROFESSIONAL SERVICES:

Stage	Amount
I. Topographic and Boundary Survey	\$ 5,800.00
II. Phase I Environmental Assessment	2,500.00
III. Coordination of Other Environmental Consultants	1,500.00
IV. Preliminary Design and Utility Study	4,800.00
V. Civil Design and Permitting	35,000.00
VI. Construction Observation (to be billed at hourly rates*)	10,000.00 *
VII. Close-Out Phase	<u>8,500.00</u>
	\$ 68,100.00

* *Estimated Total Cost Shown. Hourly Rates for Construction Observation:*

Principal Engineer	\$ 120.00 / hr.
Project Engineer	110.00/ hr.
Inspector	45.00 /hr.

Any additional engineering and surveying services required beyond the scope of this proposal will be invoiced at current hourly rates unless superceded by future agreements. Services provided prior to the date of this agreement shall be invoiced separately and are not included herein. See attached General Provisions for additional conditions.

Daniel,

Fees:

Below is our original proposal fees for both the AL and IL sites with what has been billed/paid to-date:
(This does not include any extra work/design changes that we billed for)

I.	Topo/Boundary Survey (initial):	\$ 5,800 (Paid 100%)	AL 44,850
II.	Phase I Env. Assessment:	\$ 2,500 (Paid 100%)	
III.	Coord. of Other Environ. Consultants:	\$ 1,500 (Paid 100%)	
IV.	Prel. Design & Utility Study:	\$ 4,800 (Paid 100%)	
V.	Civil Design & Permitting: (not including design changes/extra work)	\$ 35,000 (AL 60% @ \$ 21,000 Paid.)	
VI.	Construction Observation:	\$ 5,000 hourly (billed \$ 2,070 for AL -8/7)	
VII.	Close-Out Phase (As-Built ALTA)	\$ 8,500 (reserve \$ 4,250 for the AL)	

I've listed below what should be budgeted for the IL site now:

I.	Topo/Boundary Survey (initial):	\$ 0
II.	Phase I Env. Assessment:	\$ 450 (Updated ESA if required)
III.	Coord. of Other Environ. Consultants:	\$ 0
IV.	Prel. Design & Utility Study:	\$ 0
V.	Civil Design & Permitting: (not including design changes/extra work)	\$ 22,000 (IL 40% @ \$ 14k + \$ 8k cottages)
VI.	Construction Observation:	\$ 2,500 hourly
VII.	Close-Out Phase (As-Built ALTA)	\$ 4,250 (1/2 of original agreement fee)
Total IL:		\$ 29,200

Schedule:

1. Pre-App. Meeting with City: ASAP
2. 50% Preliminary Bid Set: 30 days
3. Permitting Set (~100% Subject to Permit Review & Comments): 60 days

WHISPERING PINES ALF LLC 06-10
10 HILLTOP DR
WYTHESVILLE, MO 65791

DATE 6/17/13

Pay to the order of Clearpoint

Ten Thousand 00/100 \$10000.00

10000 DOLLARS

FOR installment payment

1001008 40842012786 75441840

1008 06/20/2013 \$10000.00

Clearpoint
Installment Payment

\$10,000-

CLEARPOINT CONSULTING ENGINEERS, PA

6652 U.S. Highway 98
Hattiesburg, MS 39402

Invoice

Date	Invoice #
12/7/2011	7371

Bill To
Tatum Capital Attn: Rob Tatum 16 Bellegrass Blvd. Hattiesburg, MS 39402

Assisted Living Center Veterans's Blvd (Hwy 11)

Terms	Due Date	Job Number
Net 30	1/6/2012	<u>76722009</u>

Type	Date of Service	Professional Services	Hours	Amount
	10/25/2011	GPS Service CT / Control WK- Horiz. Only Boundary on property north of timberon	6	870.00
	10/25/2011	Principal Engineer / Gen. Misc/Conceptual Layout	1.5	195.00
	10/26/2011	Senior Survey Crew Party Chief/CT/Boundary	10.5	1,260.00
	10/26/2011	Engineering Tech YL/Drafting Plot Deeds	3	135.00
	10/27/2011	GPS Service CT / Control WK- Horiz. Only Boundary on property north of timberon	3.5	507.50
	10/27/2011	Draftsman/RS/Plat Drafting Plotting Hwy 11 R.O.W. with Ronnie	3	135.00
	10/27/2011	Principal Engineer / Gen. Misc/Boundary Determination	1	130.00
	10/28/2011	Draftsman/RS/Plat Drafting Plotted deeds, plat drafting	3.5	157.50
	10/28/2011	Principal Engineer / Gen. Misc	1.25	162.50
	11/1/2011	Field Survey RA / Gather Field Data located property corners	7.5	900.00
	11/2/2011	Field Survey RA / Gather Field Data located property corners. tied loop	11	1,320.00
	11/3/2011	Draftsman/RS/Plat Drafting Sketch Plat drafting and wrote legal description for Parcel 3	1.75	78.75
	12/6/2011	Prof Land Surveyor /PB/ Deed Plots and legals/West Parcels	7.5	675.00

Please include job number with payment.
Thank you for your business.

Total

Payments/Credits

Balance Due

Phone #	Fax #
(601) 261-2609	(601) 261-5573

CLEARPOINT CONSULTING ENGINEERS, PA

6652 U.S. Highway 98
Hattiesburg, MS 39402

Invoice

Date	Invoice #
12/7/2011	7371

Bill To
Tatum Capital Attn: Rob Tatum 16 Bellegrass Blvd. Hattiesburg, MS 39402

Assisted Living Center Veterans's Blvd (Hwy 11)

Terms	Due Date	Job Number
Net 30	1/6/2012	<u>76722009</u>

Type	Date of Service	Professional Services	Hours	Amount
	12/7/2011	Prof Land Surveyor /PB/ Deed Plots and Legals/ West parcels	3	270.00
	12/7/2011	Draftsman/RS/Legal Description	1.25	93.75

Please include job number with payment.
Thank you for your business.

Total \$6,890.00

Payments/Credits \$0.00

Balance Due \$6,890.00

Phone #	Fax #
(601) 261-2609	(601) 261-5573

CLEARPOINT CONSULTING ENGINEERS, PA

6652 U.S. Highway 98
Hattiesburg, MS 39402

Invoice

Date	Invoice #
10/3/2012	7759

PD
10/20/12

Bill To
Tatum Capital Attn: Daniel Jussely 16 Bellegrass Blvd. Hattiesburg, MS 39402

Assisted Living Center Veterans's Blvd (Hwy 11)

Terms	Due Date	Job Number
	6/1/2012	<u>76722009</u>

Type	Date of Service	Professional Services	Hours	Amount
		Topographic & Boundary Survey Coordinate with Environmental Consultants Preliminary Design & Utility Study Civil Design and Permitting(60% of Total Contract of \$35,000.00)		5,800.00 1,500.00 4,800.00 21,000.00

Please include job number with payment.
Thank you for your business.

Total \$33,100.00

Payments/Credits \$0.00

Balance Due \$33,100.00

Phone #	Fax #
(601) 261-2609	(601) 261-5573

CLEARPOINT CONSULTING ENGINEERS, PA

6652 U.S. Highway 98
Hattiesburg, MS 39402

Invoice

Date	Invoice #
11/28/2012	8313

Bill To
Whispering Pines LLC Attn: Rob Tatum 16 Bellegrass Blvd. Hattiesburg, MS 39402

Phase I Environmental Assissment Assisted Living Center Veterans's Blvd

Terms	Due Date	Job Number
	11/28/2012	<u>76722009</u>

Type	Date of Service	Professional Services	Hours	Amount
		Lump Sum - Engineering Phase I Environmental Assessment		2,500.00

Please include job number with payment.
Thank you for your business.

Total \$2,500.00

Payments/Credits \$0.00

Balance Due \$2,500.00

Phone #	Fax #
(601) 261-2609	(601) 261-5573

CLEARPOINT CONSULTING ENGINEERS, PA

6652 U.S. Highway 98
Hattiesburg, MS 39402

Invoice

Date	Invoice #
6/11/2013	8714

Bill To
ICI Construction, Inc. 5057 Keller Springs Road, Suite 200 Addison, Texas 75001

Construction Staking Whispering Pines Assisted Living Facility and Cottages P.O. # 290-003

Terms	Due Date	Job Number
	6/11/2013	<u>82182001</u>

Type	Date of Service	Professional Services	Hours	Amount
	6/1/2013	Lump Sum Construction Staking progress billing on Purchase Order 290-003		5,000.00
CL20290 VENDOR # <u>CL20</u> JOB NAME _____ PM <u>945</u> DPT MGR _____ APPR \$ _____ JUN 18 2013 <u>290</u> <u>12054</u> _____				

Please include job number with payment.
Thank you for your business.

Total	\$5,000.00
Payments/Credits	\$0.00
Balance Due	\$5,000.00

Phone #	Fax #
(601) 261-2609	(601) 261-5573

CLEARPOINT CONSULTING ENGINEERS, PA

6652 U.S. Highway 98
Hattiesburg, MS 39402

Invoice

Date	Invoice #
10/25/2013	9091

Bill To
Tatum Capital Attn: Daniel Jussely 16 Bellegrass Blvd. Hattiesburg, MS 39402

Assisted Living Center Veterans's Blvd (Hwy 11) Construction Phase Services) Water & Sewer Installation

Terms	Due Date	Job Number
Due on receipt	10/25/2013	<u>76722009</u>

Type	Date of Service	Professional Services	Hours	Amount
	4/30/2013	Lump Sum - Engineering Construction Administration-April 2013	1	120.00
	6/30/2013	Lump Sum - Engineering Construction Administration-June 2013	1	1,170.00
	7/31/2013	Lump Sum - Engineering Construction Administration-July 2013	1	450.00
	8/31/2013	Lump Sum - Engineering Construction Administration-August 2013	1	270.00
	9/30/2013	Lump Sum - Engineering Construction Administration-September 2013	1	213.75
	10/25/2013	Lump Sum - Engineering Construction Administration-October 2013	1	585.00

Please include job number with payment. Thank you for your business.	Total	\$2,808.75
	Payments/Credits	\$0.00
	Balance Due	\$2,808.75

Phone #	Fax #
(601) 261-2609	(601) 261-5573

Whispering Pines 1LF

CLEARPOINT CONSULTING ENGINEERS, PA

6652 U.S. Highway 98
Hattiesburg, MS 39402

Invoice

Date	Invoice #
10/25/2013	8896

Bill To
Tatum Development Corporation Tatum Capital Attn: Daniel Jussely 11 Parkway Blvd. Hattiesburg, MS 39401

Nursing Home Parcel- Whispering Pines
--

Terms	Due Date	Job Number
Due on receipt	10/25/2013	<u>26722018</u>

Type	Date of Service	Professional Services	Hours	Amount
	7/1/2013	Prof. Land Surveyor/MM/Plat Drafting revised lot A-3 and access easement for Whispering Pines, finalized plat and created new legals	3	270.00
	7/2/2013	Prof. Land Surveyor/MM/Plat Drafting revised lot A-3 and access easement for Whispering Pines, finalized plat and created new legals	3	270.00
	7/2/2013	Senior Project Engineer JCA / Legal Descriptions plat & legal desc (A-3 & survey	2	240.00
	7/15/2013	Senior Project Engineer JCA / Gen. Misc revise plat	1	130.00
	7/17/2013	Senior Project Engineer JCA / Gen. Misc revise plat	2	260.00
	7/2/2013	Principal Engineer / Gen. Misc Review plat and legals for Nursing Home site and easements	0.75	97.50
	10/7/2013	Principal Engineer / Master/Conceptural Planning Nursing home master plan	1.5	195.00
	10/15/2013	Principal Engineer / Master/Conceptural Planning-Available property plat	0.5	65.00
	10/16/2013	Principal Engineer / Master/Conceptural Planning- bank release parcel and sketch plat	0.5	65.00

Please include job number with payment.
Thank you for your business.

Total \$1,592.50

Payments/Credits \$0.00

Balance Due \$1,592.50

Phone #	Fax #
(601) 261-2609	(601) 261-5573

1040

WHISPERING PINES ILF 09/13

16 BELLEGRASS BLVD
HATTIESBURG, MS 39402-1904

85-27-653

DATE 2/5/14

PAY
TO THE
ORDER OF

Clearpoint Consulting

\$ 1592⁵⁰/₁₀₀

One thousand five hundred ninety two⁵⁰/₁₀₀

DOLLARS

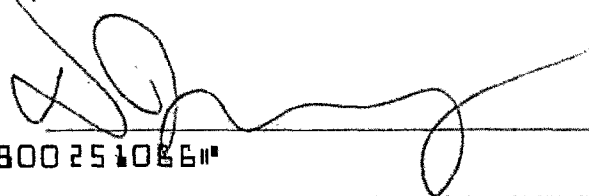
 Security Features
Included.
Details on back.



Trustmark
National Bank

FOR

Inv # 8896



⑈001040⑈ ⑆065300279⑆ ⑈4800251066⑈

CLEARPOINT CONSULTING ENGINEERS, PA

6652 U.S. Highway 98
Hattiesburg, MS 39402

Invoice

Date	Invoice #
11/22/2013	9250

Bill To
Daniel Jussely ISIS Development Group LLC 16 Bellegras Blvd. Hattiesburg, MS 39402

Whispering Pines Independent Living Center(Civil Design)
--

Terms	Due Date	Job Number
Due on receipt	11/22/2013	<u>76722016</u>

Type	Date of Service	Professional Services	Hours	Amount
	11/22/2013	Lump Sum - Engineering Civil Design and Permitting; Total Fee \$22000. Partial Pay Request 7500.00	1	7,500.00
<i>paid \$10,000 on 1/3/14 ck # 1029</i> <i>22,000</i> <i>- 10,000</i> <i>- 7,500</i> <i>4500 - remaining bal after this payment</i> <i>** Please update address to:</i> <i>11 Parkway Blvd</i> <i>Hattiesburg MS 39401</i>				

Please include job number with payment.
Thank you for your business.

Total	\$7,500.00
Payments/Credits	\$0.00
Balance Due	\$7,500.00

Phone #	Fax #
(601) 261-2609	(601) 261-5573

WHISPERING PINES ILF 09/13

16 BELLEGRASS BLVD
HATTIESBURG, MS 39402-1904

1033

DATE 1/9/14

85-27-653

PAY
TO THE
ORDER OF

Clearpoint Consulting

\$ 7500-

Seven thousand five hundred ⁰⁰/₁₀₀

DOLLARS



Security Features
Printed on Back



Trustmark

National Bank

FOR Inv # 9250

⑈001033⑈ ⑆065300279⑆ ⑈4800251066⑈

CLEARPOINT CONSULTING ENGINEERS, PA

6652 U.S. Highway 98
Hattiesburg, MS 39402

Invoice

Date	Invoice #
12/13/2013	9106

Bill To
Daniel Jussely ISIS Development Group LLC 16 Bellegrass Blvd. Hattiesburg, MS 39402

Whispering Pines Independent Living Center (Civil Design)
ILF

Terms	Due Date	Job Number
Due on receipt	12/13/2013	76722016

Type	Date of Service	Professional Services	Hours	Amount
	12/13/2013	Lump Sum - Engineering Civil Design & Permitting Total Fee \$22,000.00 (\$7,500.00 previous invoice) This	1	10,000.00

WHISPERING PINES ILF 09/13 16 BELLEGRASS BLVD HATTIESBURG, MS 39402-1904		1029
PAY TO THE ORDER OF <u>ClearPoint Consulting</u> <u>Ten thousand 00/100</u>		DATE <u>1/2/14</u> 85-27-653
		\$ <u>10,000</u> DOLLARS
FOR <u>ILF 9106</u>		
⑈001029⑈ ⑆065300279⑆ ⑈4800251066⑈		

Please include job number with payment. Thank you for your business	Total	\$10,000.00
	Payments/Credits	\$0.00
	Balance Due	\$10,000.00

Phone #	Fax #
(601) 261-2609	(601) 261-5573

CLEARPOINT CONSULTING ENGINEERS, PA

6652 U.S. Highway 98
Hattiesburg, MS 39402

Invoice

Date	Invoice #
3/10/2014	9472

Bill To
Daniel Jussely ISIS Development Group LLC 11 Parkway Blvd Hattiesburg, MS 39401

ALTA Survey Pre-Construction

Terms	Due Date	Job Number
Due on receipt	3/10/2014	<u>76722016</u>

Type	Date of Service	Professional Services	Hours	Amount
	11/5/2013	Surveyor Intern /MM/Plat Drafting- preparing exhibit for Independent Living Lot	2	180.00
	2/27/2014	Surveyor Intern /MM/Office Preparation- check legal description	0.5	45.00
	2/28/2014	Surveyor Intern /MM/Office Preparation- check legal description	0.5	45.00
	2/6/2014	Survey Tech CH / Plat Drafting- exhibit drawing and 2 legals on Whispering Pines	3	225.00
	2/19/2014	Survey Tech CH / Plat Drafting- exhibit drawing and legal for nursing facility, requested by Robert Tatum	2	150.00
	2/21/2014	Survey Tech CH / Plat Drafting ALTA for assisted living parcel	7	525.00
	2/25/2014	Survey Tech CH / Plat Drafting- Whispering Pines Assisted Living ALTA plat	8	600.00
	2/26/2014	Survey Tech CH / Plat Drafting- Whispering Pines Assisted Living ALTA plat	2	150.00
	2/28/2014	Survey Tech CH / Plat Drafting Plot overlap deed and write legal for overlap	2	150.00
	3/3/2014	Survey Tech CH / Plat Drafting- update ALTA drawing, as per Scott Noblitt	1	75.00
	3/4/2014	Survey Tech CH / Plat Drafting update ALTA drawing, as per Scott Noblitt	8	600.00
	2/24/2014	Draftsman/GG/Plat Drafting-plotting deeds, typing easements	3	135.00

Please include job number with payment.
Thank you for your business.

Total

Payments/Credits

Balance Due

Phone #	Fax #
(601) 261-2609	(601) 261-5573

CLEARPOINT CONSULTING ENGINEERS, PA

6652 U.S. Highway 98
Hattiesburg, MS 39402

Invoice

Date	Invoice #
3/10/2014	9472

Bill To
Daniel Jussely ISIS Development Group LLC 11 Parkway Blvd Hattiesburg, MS 39401

ALTA Survey Pre-Construction

Terms	Due Date	Job Number
Due on receipt	3/10/2014	<u>76722016</u>

Type	Date of Service	Professional Services	Hours	Amount
	2/25/2014	Draftsman/GG/Plat Drafting-plotting deeds, typing easements	0.5	22.50
	2/26/2014	Draftsman/GG/Plat Drafting-plotting deeds, typing easements	0.5	22.50
	3/4/2014	Senior Project Engineer JCA / Gen. Misc - Review Survey	2	240.00
	3/5/2014	Senior Project Engineer JCA / Gen. Misc- finalize survey	2	240.00
	3/6/2014	Senior Project Engineer JCA / Gen. Misc- Field Survey crew set pins	4	480.00

Please include job number with payment.
Thank you for your business.

Total	\$3,885.00
Payments/Credits	\$0.00
Balance Due	\$3,885.00

Phone #	Fax #
(601) 261-2609	(601) 261-5573

CLEARPOINT CONSULTING ENGINEERS, PA

6652 U.S. Highway 98
Hattiesburg, MS 39402

Invoice

Date	Invoice #
3/10/2014	9471

Bill To
Daniel Jussely ISIS Development Group LLC 11 Parkway Blvd Hattiesburg, MS 39401

Whispering Pines Independent Living Center(Civil Design) ILF \$22,000.00

Terms	Due Date	Job Number
Due on receipt	3/10/2014	<u>76722016</u>

Type	Date of Service	Professional Services	Hours	Amount
	3/9/2014	Lump Sum - Engineering- Civil Design & Permitting Total Fee= \$22,000.00 less previous paid invoices 17,500.00=4500.00	1	4,500.00

Please include job number with payment.
Thank you for your business.

Total \$4,500.00

Payments/Credits \$0.00

Balance Due \$4,500.00

Phone #	Fax #
(601) 261-2609	(601) 261-5573

1064

WHISPERING PINES ILF 09/13

16 BELLEGRASS BLVD
HATTIESBURG, MS 39402-1904

DATE 5/5/14

85-27-653

PAY
TO THE
ORDER OF

Clearpoint Consulting

\$ 8385⁰⁰/₁₀₀

Eight thousand three hundred eighty five⁰⁰/₁₀₀

DOLLARS

 Security Features
Included.
Details on back.



Trustmark
National Bank

FOR #9472 | #9471



⑈001064⑈ ⑆065300279⑆ ⑈480025106⑈

CLEARPOINT CONSULTING ENGINEERS, PA

Invoice

6652 U S Highway 98
Hattiesburg, MS 39402-8441

Date	Invoice #
6/20/2014	9794

Bill To
Daniel Jussely ISIS Development Group LLC 11 Parkway Blvd Hattiesburg, MS 39401

Whispering Pines Independent Living Center Revisions to Civil Drawings (Extra Work)
--

Terms	Due Date	Job Number
Due on receipt	6/20/2014	<u>76722016</u>

Type	Date of Service	Professional Services	Hours	Amount
	6/5/2014	Inspection Whispering Pines-Sewer lines and services	2	90.00

Please include job number with payment.
Thank you for your business.

Total	\$90.00
Payments/Credits	\$0.00
Balance Due	\$90.00

Phone #	Fax #
6012612609	(601) 261-5573

CLEARPOINT CONSULTING ENGINEERS, PA

6652 U S Highway 98
Hattiesburg, MS 39402-8441

Invoice

Date	Invoice #
7/20/2014	9865

Bill To
Daniel Jussely ISIS Development Group LLC 11 Parkway Blvd Hattiesburg, MS 39401

Whispering Pines Independent Living Center Construction Phase Services
--

Terms	Due Date	Job Number
Due on receipt	7/20/2014	<u>76722016</u>

Type	Date of Service	Professional Services	Hours	Amount
	7/1/2014	Inspection Whispering Pines- water lines	3	135.00
	7/3/2014	Inspection Whispering Pines- water lines	3	135.00
	7/7/2014	Inspection Whispering Pines- water line test and laying line. Pulled mandrell in sewer line	3	135.00
	7/8/2014	Inspection Whispering Pines- water line test and laying line. Pulled mandrell in sewer line	3	135.00
	7/9/2014	Inspection Whispering Pines- water line test and laying line. Pulled mandrell in sewer line	2	90.00
	5/22/2014	Inspection- Sewer Line Whispering Pines. Wasn't billed in May 2014	4	180.00
	5/23/2014	Inspection- Sewer Line Whispering Pines. Wasn't billed in May 2014	3	135.00

Please include job number with payment. Thank you for your business.	Total	\$945.00
	Payments/Credits	\$0.00
	Balance Due	\$945.00

Phone #	Fax #
6012612609	(601) 261-5573

CLEARPOINT CONSULTING ENGINEERS, PA

6652 U.S. Highway 98
Hattiesburg, MS 39402

Invoice

Date	Invoice #
3/4/2014	9336

Bill To
Daniel Jussely ISIS Development Group LLC 11 Parkway Blvd Hattiesburg, MS 39401

Whispering Pines Independent Living Center Revisions to Civil Drawings (Extra Work)
--

Terms	Due Date	Job Number
Due on receipt	3/4/2014	<u>76722016</u>

Type	Date of Service	Professional Services	Hours	Amount
	2/5/2014	Professional Engineer SW /Site Plan update master plan for angled parking (T); update master plan for perpendicular parking on west and north sides (W); site plan for City submittal (W)	7	840.00
	2/6/2014	Senior Project Engineer JCA / Site Plan Whispering Pines IL- review front entrance port @ cocher	1	120.00
	2/7/2014	Professional Engineer SW /Grading Plan set proposed spot elevations for grading plan	7.5	900.00
	2/10/2014	Professional Engineer SW /Grading Plan set proposed spot elevations for grading plan (M, T); finished contours for grading plan (T)	4	480.00
	2/10/2014	Professional Engineer SW /Gen. Misc miscellaneous e-mail correspondence (M); conference call with John Thompson and Daniel Jussely (T); telephone correspondence with John Anglin regarding lowering FFE to 250.0 (T); civil plans for City submittal based on FFE = 250.5 (W)	1	120.00
	2/10/2014	Senior Project Engineer JCA / Project Correspondence Whispering Pines IL- submittal to city	2	240.00
	2/10/2014	Senior Project Engineer JCA / Site Plan Whispering Pines IL- revise dumpster enclosure	1	120.00

Please include job number with payment. Thank you for your business.	Total
	Payments/Credits
	Balance Due 7020 ⁰⁰ / ₁₀₀

Phone #	Fax #
(601) 261-2609	(601) 261-5573

CLEARPOINT CONSULTING ENGINEERS, PA

6652 U.S. Highway 98
Hattiesburg, MS 39402

Invoice

Date	Invoice #
3/4/2014	9336

Bill To
Daniel Jussely ISIS Development Group LLC 11 Parkway Blvd Hattiesburg, MS 39401

Whispering Pines Independent Living Center Revisions to Civil Drawings (Extra Work)
--

Terms	Due Date	Job Number
Due on receipt	3/4/2014	<u>76722016</u>

Type	Date of Service	Professional Services	Hours	Amount
	2/11/2014	Professional Engineer SW /Gen. Misc miscellaneous e-mail correspondence (M); conference call with John Thompson and Daniel Jussely (T); telephone correspondence with John Anglin regarding lowering FFE to 250.0 (T); civil plans for City submittal based on FFE = 250.5 (W)	2.5	300.00
	2/11/2014	Professional Engineer SW /Grading Plan set proposed spot elevations for grading plan (M, T); finished contours for grading plan (T)	4.5	540.00
	2/12/2014	Professional Engineer SW /Gen. Misc miscellaneous e-mail correspondence (M); conference call with John Thompson and Daniel Jussely (T); telephone correspondence with John Anglin regarding lowering FFE to 250.0 (T); civil plans for City submittal based on FFE = 250.5 (W)	8	960.00
	2/12/2014	Senior Project Engineer JCA / Site Plan Whispering Pines IL- site plan submittal grading	1	120.00
	2/14/2014	Senior Project Engineer JCA/ Project Meetings Whispering Pines IL- site plan meeting	1	120.00

Please include job number with payment. Thank you for your business.	Total
	Payments/Credits
	Balance Due

Phone #	Fax #
(601) 261-2609	(601) 261-5573

CLEARPOINT CONSULTING ENGINEERS, PA

6652 U.S. Highway 98
Hattiesburg, MS 39402

Invoice

Date	Invoice #
3/4/2014	9336

Bill To
Daniel Jussely ISIS Development Group LLC 11 Parkway Blvd Hattiesburg, MS 39401

Whispering Pines Independent Living Center Revisions to Civil Drawings (Extra Work)
--

Terms	Due Date	Job Number
Due on receipt	3/4/2014	26722016

Type	Date of Service	Professional Services	Hours	Amount
	2/17/2014	Professional Engineer SW /Gen. Misc final changes to civil plans for angled parking and FFE=250.5 (M, T); transmit dwgs; discuss with John Anglin; Misc e-mail correspondence (W); telephone correspondence with Contractors/suppliers (Th); e-mail correspondence with John Thompson (Th); telephone correspondence with John Anglin (Th)	7	840.00
	2/18/2014	Professional Engineer SW /Gen. Misc final changes to civil plans for angled parking and FFE=250.5 (M, T); transmit dwgs; discuss with John Anglin; Misc e-mail correspondence (W); telephone correspondence with Contractors/suppliers (Th); e-mail correspondence with John Thompson (Th); telephone correspondence with John Anglin (Th)	9.5	1,140.00
	2/19/2014	Professional Engineer SW /Gen. Misc- final changes to civil plans for angled parking and FFE=250.5 (M,T); transmit dwgs; discuss with John Anglin; Misc e-mail correspondence with Contractors/suppliers (Th); telephone correspondence with John Anglin (Th).	1.5	180.00

Please include job number with payment. Thank you for your business.	Total	\$7,020.00
	Payments/Credits	\$0.00
	Balance Due	\$7,020.00

Phone #	Fax #
(601) 261-2609	(601) 261-5573

WHISPERING PINES ALF 07/13
16 BELLEGRASS BLVD
HATTIESBURG, MS 39402-1904

1015

DATE 3/17/14

85-27-653

PAY
TO THE
ORDER OF

Clearpoint Consulting

Seven Thousand twenty & 00/100

\$ 7020⁰⁰/₁₀₀

DOLLARS



Trustmark
National Bank

FOR

INV # 933p

[Handwritten signature]

⑈001015⑈ ⑈065300279⑈ ⑈4800252528⑈

BURNS COOLEY DENNIS, INC.
GEOTECHNICAL AND MATERIALS ENGINEERING CONSULTANTS

Corporate Office
551 Sunnybrook Road
Ridgeland, MS 39157
Phone: (601) 856-9911
Fax: (601) 856-9774

Mailing Address
Post Office Box 12828
Jackson, MS 39236

www.bcdgeo.com

Materials Laboratory
278 Commerce Park Drive
Ridgeland, MS 39157
Phone: (601) 856-2332
Fax: (601) 856-3552

September 28, 2013
Project No: 000H12048.000
Invoice No: 24414

ISIS Development Group, Inc.
Attn: Daniel Jussely
16 Bellegrass Boulevard
Hattiesburg, MS 39402

Project 000H12048.000 **Whispering Pines**
Geotechnical Investigation
Professional Services from February 01, 2013 to September 28, 2013
Professional Personnel

	Hours	Rate	Amount
Senior Project Engineer	17.00	130.00	2,210.00
Staff Engineer	3.50	100.00	350.00
Totals	20.50		2,560.00
Total Labor			2,560.00

Total this Invoice

2,560.00

2,560.00

WHISPERING PINES ALF 07/13
16 BELLEGRASS BLVD
HATTIESBURG, MS 39402-1904

1011

PAY TO THE ORDER OF Burns Cooley Dennis DATE 2/10/14 85-27-653

Two thousand five hundred sixty 00/100 \$ 2560

Trustmark
National Bank

FOR Inv# 24414

001011 065300279 480025258

email DJ 10/24/13

RIDGELAND ■ HATTIESBURG ■ GULFPORT ■ MEMPHIS

July 31, 2014

Project No:

NS.12100.000

Invoice No:

1020070

Whispering Pines

CR Properties, LLC

Attn: Robert Tatum

11 Parkway Blvd

Hattiesburg, MS 39401

Project NS.12100.000 Whispering Pines

Professional Services from July 01, 2014 to July 31, 2014

Phase 001 Traffic Study
Fee

Total Fee 7,900.00

Percent Complete 100.00

Total Earned 7,900.00

Previous Fee Billing 0.00

Current Fee Billing 7,900.00

Total Fee 7,900.00

Total this Invoice \$7,900.00

Email City Cullen 8/13

1032

WHISPERING PINES ALF 07/13

16 BELLEGRASS BLVD
HATTIESBURG, MS 39402-1804

DATE 9/10/14

85-27-853

PAY
TO THE
ORDER OF

Neel-Schaffer

\$ 7900⁰⁰/₁₀₀

Seven Thousand nine hundred ⁰⁰/₁₀₀

DOLLARS



Trustmark
National Bank

FOR \$1020070

[Signature]

⑈001032⑈ ⑆065300279⑆ ⑈4800292528⑈

April 30, 2015

Project No: NS.12294.000

Invoice No: 1026704

CR Properties, LLC
 Attn: Daniel Jussely
 11 Parkway Blvd
 Hattiesburg, MS 39401

Project NS.12294.000 Highway 11 Median Cross-over

Professional Services from April 01, 2015 to April 30, 2015

Phase 002 Bidding / Contracting Phase

Professional Personnel

	Hours	Rate	Amount	
Administrative Services Manager				
Nobles, Jennifer	1.50	66.08	99.12	
Engineer Intern II				
Arrington, Thomas	10.50	67.20	705.60	
Project Manager				
Crosby, Geoffrey	1.00	103.04	103.04	
Senior Engineer Manager				
Essary, Michael	10.00	168.00	1,680.00	
Totals	23.00		2,587.76	
Total Labor				2,587.76

Total this Invoice \$2,587.76

PAID

CK. NO. 1041
 DATE August 5, 2015

*Mailed 5-26
 e-mailed 7-22-15*



June 30, 2015

Project No: NS.12294.000

Invoice No: 1028313

CR Properties, LLC
Attn: Daniel Jussely
11 Parkway Blvd
Hattiesburg, MS 39401

Project NS.12294.000 Highway 11 Median Cross-over

Professional Services from May 01, 2015 to June 30, 2015

Phase 003 Construction Engineering

Professional Personnel

	Hours	Rate	Amount
Administrative Services Manager			
Nobles, Jennifer	1.00	66.08	66.08
Engineer Intern II			
Arrington, Thomas	18.00	67.20	1,209.60
Project Manager			
Crosby, Geoffrey	1.50	103.04	154.56
Senior Engineer Manager			
Essary, Michael	11.00	168.00	1,848.00
Inspector II			
Shaffer, Gary	56.00	67.20	3,763.20
Engineering Technician IV			
Furr, Patrick	3.00	78.79	236.37
Totals	90.50		7,277.81
Total Labor			7,277.81

Reimbursable Expenses

Mileage		70.38	
Total Reimbursables	1.0 times	70.38	70.38

Total this Invoice \$7,348.19

PAID

CK. NO. 1041
DATE August 5, 2015

Small
7-22-15



Post Office Box 291, Jackson, Mississippi 39205.

Customer Service 1-800-243-2524 or 1-601-961-6000

Free Business Checking

Page 2 of 7

Statement Period
From 9/01/2013 To 9/30/2013Account Number
480-025-2528**Checks and Other Withdrawals****Checks Paid**

Number of images included in this statement: 3

Number	Date Paid	Amount	Number	Date Paid	Amount	Number	Date Paid	Amount
★	9/5	1,054.50	★	9/16	2,974.68	★	9/30	1,235.30

Total of Checks Paid: \$5,264.48

Indicates a break in the check number sequence before this check.

★ Represents an unnumbered check or a non-check item.

Other Electronic Transactions

Date	Amount	Description
9/17	93,510.00	WIRE TRANSFER DEBIT FED REF NBR 000109 BENF-ICI CONSTRUCT <i>construction fee</i>
9/26	91.27	ACH DEBIT DELUXE BUS SYS. BUS PRODS CCD 67175061 <i>check order</i>
9/30	40,660.43	WIRE TRANSFER DEBIT FED REF NBR 000037 BENF-ICI CONSTRUCT <i>construction fee</i>

Total of Other Electronic Transactions: \$134,261.70

Service Charges

Date	Amount	Description
9/6	- 36.00	OD/NSF FEE OD FEE
9/26	- 36.00	OD/NSF FEE OD FEE
9/30	- 40.00	MAINTENANCE FEE

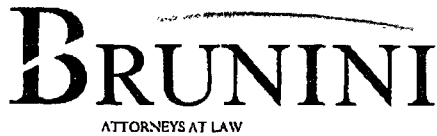
Total of Service Charges: \$112.00

Aggregate Overdraft and Returned Item Fees

	Total for This Period	Total Year-to-Date
Total Overdraft Fees	\$72.00	\$72.00
Total Returned Item Fees	\$0.00	\$0.00

Thank you for banking with us.

175.806



P. David Andress

E-mail: dandress@brunini.com
Direct: 601.960.6892

The Pinnacle Building, Suite 100
248 East Capitol Street
Jackson, Mississippi 39201
Telephone: 601.948.3101

Post Office Drawer 119
Jackson, Mississippi 39205
Facsimile: 601.960.6902

September 24, 2013

Ms. Gretchen Ware
First Vice President
Commercial Real Estate Division
Trustmark National Bank
248 E. Capitol Street
Jackson, MS 39201

Re: Statements for Services Rendered – Whispering Pines Retirement Community, LLC

Dear Gretchen:

Enclosed is the firm's statement for services rendered in the above referenced matter.
Should you have questions or concerns, please don't hesitate to contact me.

Very truly yours,

Brunini, Grantham, Grower & Hewes, PLLC

P. David Andress

PDA/cgs
Enclosure

10/15/13
TM to pay in next draw

01640437

\$6391.25



P. DAVID ANDRESS

E-mail: dandress@brunini.com
Direct: 601.960.6892

The Pinnacle Building, Suite 100
190 East Capitol Street
Jackson, Mississippi 39201
Telephone: 601.948.3101

Post Office Drawer 119
Jackson, Mississippi 39205
Facsimile: 601.960.6902

September 24, 2013

STATEMENT

Tax ID#: 64-0527877

Invoice 192121

Ms. Gretchen Ware
First Vice President
Trustmark National Bank
Commercial Real Estate Division
248 E. Capitol Street
Jackson, MS 39201

ID: 6186-26267

Re: Whispering Pines Retirement Community, LLC

For Services Rendered And Cash Advances Made In Connection With The Above-Referenced Matter

<u>DATE</u>	<u>DESCRIPTION</u>
05/30/13	Initial review of commitment letter for loan to Whispering Pines Retirement Community, LLC; initial review of organizational documents, property documents and development documents; preparation of notes regarding same.
05/31/13	Further review of correspondence and documents related to loan to Whispering Pines Retirement Community, LLC; initial preparation of loan documents.
06/03/13	Preparation of loan agreement and related loan documents.
06/06/13	Finalize initial draft of loan agreement for Whispering Pines Retirement Community, LLC.
06/07/13	Further preparation of loan documents; finalize initial drafts of deed of trust, security agreement, guaranties and promissory note.
06/10/13	Work on loan agreement and promissory note; correspondence with G. Ware regarding same.

06/26/13	Work on promissory note, guaranties, loan agreement, deed of trust and security agreement.
06/27/13	Continue work on loan documents; conference and correspondence with G. Ware regarding same.
06/28/13	Work on revisions to loan documents; correspondence with G. Ware regarding same.
07/10/13	Work on revisions to loan documents requested by borrower; conference and correspondence with G. Ware regarding same.
07/11/13	Continue work on revisions to loan documents; review proposed resolutions; correspondence with G. Ware regarding same.
07/16/13	Review title commitment and resolutions; conference and correspondence with G. Ware regarding same.
07/17/13	Study Secretary of State records online regarding status of Whispering Pines Retirement Community, LLC, Whispering Pines Development, LLC, TICA, LLC and Whispering Pines ALF, LLC; preparation of UCC-1 Financing Statement.
07/29/13	Report to Secretary of State regarding filing of UCC-1 financing statement.
07/29/13	Work on UCC.
08/05/13	Request recording fees, prepare letter to clerk and send deed of trust to be re-recorded in Forrest County.
08/05/13	Review recorded deed of trust; correspondence with G. Ware regarding same.
08/16/13	Receive re-recorded deed of trust; prepare letter to Gretchen Ware and attention to delivery of deed of trust.

David Andress - 11.00 hours at \$275.00 per hour \$3,025.00

Regina A. Proctor - .75 hours at \$125.00 per hour \$93.75

Robert B. Harwell - 14.50 hours at \$215.00 per hour \$3,117.50

Cynthia R. Palmer - 1.00 hours at \$125.00 per hour \$125.00

TOTAL FEES

\$6,361.25

Trustmark National Bank - Whispering Pines Retirement Community, LLC
September 24, 2013
Page 3

<u>DATE</u>	<u>CASH ADVANCES</u>	<u>AMOUNT</u>
07/29/13	Filing Fees Filing of UCC-1 Secretary of State of Mississippi	10.00
08/05/13	Recording Fees Recording Fees - Deed of Trust Re-record Chancery Clerk, Forrest County	<u>20.00</u>
	TOTAL CASH ADVANCES	\$ 30.00
	TOTAL FEES AND CASH ADVANCES	<u>\$ 6,391.25</u>
	AMOUNT DUE	\$ 6,391.25

BUTLER | SNOW

November 25, 2015

Rob Tatum
CR Properties, LLC
11 Parkway Blvd.
Hattiesburg, MS 39401

Re: Road Work Legal Fees on Whispering Pines, ILF Project

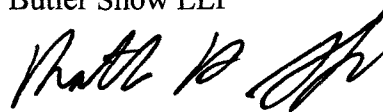
Dear Rob:

This letter is to document our discussion re: the legal work associated with the negotiation and closing of the conveyance of the real property and finance of Whispering Pines ILF, LLC ("ILF"). Whispering Pines Retirement Community ("WPRC") owned a lot within the Whispering Pines development in Hattiesburg, Mississippi. WPRC conveyed the lot to ILF. At the closing, ILF also entered into a loan with Trustmark National Bank to finance the construction of the independent living facility to be located thereon. Since a different entity owned the road leading from Highway 11 to the ILF property, our firm had to spend a considerable amount of time to review surveys, draft easement agreements with the owner of the road, negotiate subordinations with the lender of the road, and work with engineers and other professionals to document the transaction. For the closing of the above referenced transaction, ILF has paid approximately \$25,000 in legal fees. We estimate that 35% of the total bill was spent on the legal work associated with the road as set forth above. Therefore, about \$8,750 of the total amount paid by ILF is associated with road legal work and related issues.

Please let me know if you need anything further.

Very truly yours,

Butler Snow LLP



Matthew H. Grenfell

MHG: hb

28741925v1

*Post Office Box 6010
Ridgeland, MS 39158-6010*

MATTHEW H. GRENFELL
601.985.4592
matt.grenfell@butlersnow.com

*Suite 1400
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BUTLER SNOW LLP

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Fax (601) 985-4500

Mr. Robert O. Tatum
Whispering Pines ILF, LLC
16 Bellgrass Boulevard
Hattiesburg, MS 39042

November 20, 2013
Statement: 10010283
Matter: 041950.126712
Billing Attorney: Gene Magee

Due Date: December 5, 2013

STATEMENT SUMMARY

For Services Rendered Through October 31, 2013

Client: Whispering Pines ILF, LLC
Matter: Economic Development Incentives

TOTAL FEES FOR CURRENT BILLING PERIOD	\$7,169.50
TOTAL COSTS FOR CURRENT BILLING PERIOD	\$0.00
TOTAL CURRENT BILLING FOR THIS MATTER	\$7,169.50
Total of Unpaid Balances From Prior Statements*	\$0.00
TOTAL AMOUNT DUE FOR THIS MATTER	\$7,169.50

AGING OF ACCOUNTS RECEIVABLE

<u>CURRENT</u>	<u>31-60 DAYS</u>	<u>61-90 DAYS</u>	<u>91-120 DAYS</u>	<u>OVER 120 DAYS</u>
\$7,169.50	\$0.00	\$0.00	\$0.00	\$0.00

*UNPAID BALANCES FROM PRIOR
STATEMENTS

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Post Office Box 6010
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Mr. Robert Tatum
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16 Bellgrass Boulevard
Hattiesburg, MS 39042

November 20, 2013
Statement: 10010283
Matter: 041950.126712
Billing Attorney: Gene Magee

Due Date: December 5, 2013

STATEMENT

For Services Rendered Through October 31, 2013

Client: Whispering Pines ILF, LLC

Matter: Economic Development Incentives

PROFESSIONAL FEES

<u>DATE</u>		<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
08/21/13	Gene Magee	E-mails from/to Tatum and research regarding ILFs and CCRCs generally; e-mails to/from and v-mail to and telephone call from Tatum regarding status of ILF application with MDA; reviewing and letter to MDA regarding ILF application	1.90	345.00	655.50
08/22/13	Gene Magee	E-mails to/from Klauser at MDA regarding consideration of application for Health Care Zone; e-mails to/from Tatum and Jussely regarding qualification under Health Care Zone Act; reviewing MDA filings.	1.00	345.00	345.00
08/26/13	Gene Magee	E-mails from/to Tatum regarding status; opening file.	0.10	345.00	34.50
08/28/13	Gene Magee	Reviewing information from Tatum and Jussely and drafting memorandum to MDA regarding HCIF application.	4.40	345.00	1,518.00
08/29/13	Gene Magee	Reviewing and revising and e-mail to Jussely/Tatum and from Tatum regarding Memo to MDA.	1.40	345.00	483.00
08/30/13	Gene Magee	E-mails to/from Tatum and to	0.30	345.00	103.50

		Klauser at MDA regarding Memo.			
10/04/13	Gene Magee	E-mails from Klauser and to Tatum and Hairston regarding MDA response.	0.20	345.00	69.00
10/04/13	Kentray Hairston	Review Whispering Pine ILF, LLC - Health Care Industry Facility Application to the Mississippi Development Authority, position memorandum, and e-mail correspondence between G. Magee and Billy Klauser; draft e-mail regarding same as to strategy going forward	2.00	185.00	370.00
10/07/13	Gene Magee	E-mails to/from Tatum and Hairston and conference with Hairston regarding approach to Governor's staff.	0.70	345.00	241.50
10/07/13	Kentray Hairston	Phone conference with Rob Tatum regarding Health Care Zone application for Whispering Pines CCRC	0.30	185.00	55.50
10/07/13	Kentray Hairston	Review e-mail correspondence from G. Magee regarding Health Care Zone application for Whispering Pines CCRC, Memo to Billy Klauser, and other correspondence.	0.30	185.00	55.50
10/08/13	Kentray Hairston	Review e-mail attachments from Rob Tatum regarding Whispering Pines Health Care Zone Application.	1.00	185.00	185.00
10/14/13	Kentray Hairston	e-mail correspondence with Governor's Staff regarding potential meeting with Rob Tatum and CR Properties on Health Care Zones.	0.10	185.00	18.50
10/20/13	Kentray Hairston	Draft memorandum to Governor Office regarding the treatment of Continuing Care Retirement Communities as health care industry zone	7.00	185.00	1,295.00

		facilities for the purpose of receiving incentives from the Mississippi Development Authority.			
10/21/13	Gene Magee	Conference call with Hairston/Tatum regarding meeting with Governor's economic development staff advisor.	0.30	345.00	103.50
10/21/13	Kentray Hairston	Prepare for phone conference with Rob Tatum and G. Magee regarding Health Care Industry Zone application and meeting with Governor's Office staffer Joey Songy.	0.50	185.00	92.50
10/21/13	Kentray Hairston	Phone conference with Rob Tatum regarding Health Care Industry Zone application and meeting with Governor's Office staffer Joey Songy.	0.50	185.00	92.50
10/22/13	Gene Magee	E-mails to/from Hairston; finalizing draft of engagement letter.	0.40	345.00	138.00
10/22/13	Kentray Hairston	Draft e-mail to M. Garriga regarding Continuous Care Retirement Community and CON requirements in preparation for meeting on 10/23/2013 with Rob Tatum and Joey Songy, Governor's Office staff.	0.50	185.00	92.50
10/22/13	Kentray Hairston	Prepare letter and attachments for The Claiborne Health Care Zone application to Mississippi Development.	1.50	185.00	277.50
10/23/13	Kentray Hairston	Prepare for and attend meeting with M. Garriga, Rob Tatum, and Joey Songy regarding Whispering Pines CCRC.	2.50	185.00	462.50
10/23/13	Kentray Hairston	Phone conference with Rob Tatum regarding feedback from M. Garriga on CCRCs.	0.20	185.00	37.00
10/30/13	Kentray	Review Whispering Pines	0.60	185.00	111.00

	Hairston	figures and capital investment for Health Care Zone application and draft e-mail to Rob Tatum regarding same.			
10/30/13	Kentray Hairston	Phone conference with Rob Tatum regarding Whispering Pines Health Care Zone application.	0.10	185.00	18.50
10/31/13	Kentray Hairston	Draft proposed health care zone regulation amendment.	0.50	185.00	92.50
10/31/13	Kentray Hairston	e-mail draft of Amendment to Health Care Zone regulations to M. Garriga for review.	0.20	185.00	37.00
10/31/13	Kentray Hairston	Lunch with Joey Songy regarding amendment to health care zone regulations for Whispering Pines.	1.00	185.00	185.00
Sub-total of Fees:					<u>7,169.50</u>

Rate Summary					
Gene Magee	10.70	hours at	\$345.00/hr		3,691.50
Kentray Hairston	18.80	hours at	\$185.00/hr		<u>3,478.00</u>
Subtotal:	29.50				7,169.50

TOTAL CURRENT BILLING FOR THIS MATTER

\$7,169.50

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Fax (601) 985-4500

Mr. Robert O. Tatum
Whispering Pines ILF, LLC
~~16 Bellgrass Boulevard~~
Hattiesburg, MS 39042

updated 2/17

February 10, 2014
Statement: 10017475
Matter: 041950.126712
Billing Attorney: Gene Magee

Due Date: February 25, 2014

STATEMENT SUMMARY

For Services Rendered Through January 31, 2014

Client: Whispering Pines ILF, LLC

Matter: Economic Development Incentives

TOTAL FEES FOR CURRENT BILLING PERIOD	\$6,390.00
TOTAL COSTS FOR CURRENT BILLING PERIOD	\$42.06
TOTAL CURRENT BILLING FOR THIS MATTER	\$6,432.06
Total of Unpaid Balances From Prior Statements*	\$7,169.50
TOTAL AMOUNT DUE FOR THIS MATTER	\$13,601.56

AGING OF ACCOUNTS RECEIVABLE

<u>CURRENT</u>	<u>31-60 DAYS</u>	<u>61-90 DAYS</u>	<u>91-120 DAYS</u>	<u>OVER 120 DAYS</u>
\$6,432.06	\$0.00	\$7,169.50	\$0.00	\$0.00

*UNPAID BALANCES FROM PRIOR STATEMENTS

11/20/13 10010283

\$7,169.50 - *copy requested 2/17*
attached

Tax I.D. 64-0331849

These invoices to be paid @ closing

Mr. Robert Tatum
Whispering Pines ILF, LLC
16 Bellgrass Boulevard
Hattiesburg, MS 39042February 10, 2014
Statement: 10017475
Matter: 041950.126712
Billing Attorney: Gene Magee

Due Date: February 25, 2014

STATEMENT

For Services Rendered Through January 31, 2014

Client: Whispering Pines ILF, LLC**Matter:** Economic Development Incentives**PROFESSIONAL FEES**

<u>DATE</u>		<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
11/01/13	Kentray Hairston	Review email from M. Garriga and make changes to draft language for proposed amendment to health care zone regulations.	1.00	185.00	185.00
11/04/13	Kentray Hairston	Email to Joey Songy in the Governor's Office with proposed language to amend Health Care Industry Zone regulations.	0.20	185.00	37.00
11/14/13	Kentray Hairston	Email to Rob Tatum regarding proposed rule change to the health care industry zone incentive program.	1.00	185.00	185.00
11/14/13	Kentray Hairston	Email to Sally Williams regarding proposed rule change to the health care industry zone incentive program.	0.50	185.00	92.50
01/02/14	Kentray Hairston	Email to Brent Christensen providing notice of meeting in Governor's Office on 12/3/2014 and outlining arguments why the independent living component of planned campus CCRCs should be incentivized by the Health Care Zone program.	1.00	195.00	195.00
01/02/14	Kentray	Phone conference with Rob	0.50	195.00	97.50

	Hairston	Tatum regarding health care zone economic development project , project renderings, and meeting in the Governor's Office.			
01/03/14	Kentray Hairston	Prepare for meeting in Governor's Office with Brent Christensen and Joey Songy.	1.00	195.00	195.00
01/03/14	Kentray Hairston	Attend meeting in Governor's Office with Rob Tatum, Brent Christensen, and Joey Songy regarding Whispering Pines ILF, LLC.	2.00	195.00	390.00
01/06/14	Kentray Hairston	Review file and revise and draft Mississippi Health Care Industry Zone Regulations for Whispering Pines Independent Living facility.	1.50	195.00	292.50
01/08/14	Kentray Hairston	Phone conference with Joey Deason regarding Tatum Starkville Development.	0.50	195.00	97.50
01/10/14	Kentray Hairston	Phone conference with Brent Christensen regarding amendment to healthcare industry zone regulations.	0.50	195.00	97.50
01/13/14	Kentray Hairston	Meeting with Rob Tatum to view Whispering Pines development.	1.00	195.00	195.00
01/15/14	Kentray Hairston	Draft email to Rob Tatum regarding City of Hattiesburg TIF and relevant time line for issuance of bonds as it pertains to ad valorem taxes for health care zone regulation amendments.	1.00	195.00	195.00
01/20/14	Kentray Hairston	Phone conference with Joey Songy regarding healthcare zone regulation amendment.	0.50	195.00	97.50
01/23/14	Kentray Hairston	Research to determine the rules regarding MDOT "median cross overs" and conference with Gene Magee.	3.00	195.00	585.00
01/27/14	Gene Magee	E-mails to and from Tatum,	1.60	360.00	576.00

		conference with Greenfeld, and reviewing file and begin drafting construction agreement and purchasing procedures.			
01/27/14	Kentray Hairston	Phone conference with Joey Songy regarding MDA Health Care Zone regulation amendment.	0.50	195.00	97.50
01/27/14	Kentray Hairston	Phone conference with Brent Christensen regarding MDA Health Care Zone regulation amendment.	0.50	195.00	97.50
01/27/14	Kentray Hairston	Phone conference with Rob Tatum regarding MDA Health Care Zone incentive update.	0.50	195.00	97.50
01/27/14	Kentray Hairston	Review email and attachments from Daniel Jussely regarding MDOT project (median opening) for Whispering Pines.	1.50	195.00	292.50
01/28/14	Gene Magee	Continue drafting construction contract and incorporating purchase procedures therein.	3.10	360.00	1,116.00
01/28/14	Kentray Hairston	Preparation for meeting in Governor's Office regarding health care zone amendment for Whispering Pines Project.	1.00	195.00	195.00
01/28/14	Kentray Hairston	Meeting in Governor's Office and State Capitol with Jack Wilson and Joey Songy regarding Health Care Zone Amendment for Whispering Pines Project.	2.00	195.00	390.00
01/28/14	Kentray Hairston	Phone conference with Joey Songy regarding Health Care Zone Amendment for Whispering Pines Project.	1.00	195.00	195.00
01/29/14	Gene Magee	Reviewing, revising and finalizing and e-mails to Tatum regarding final drafts of A101 and A201 construction documents; e-mails to/from	0.50	360.00	180.00

01/30/14	Gene Magee	Tatum regarding final versions of ALF construction documents for comparison Comparing and reviewing and e-mail to Tatum regarding compared construction documents.	0.60	360.00	216.00
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Sub-total of Fees: 6,390.00

	Rate Summary		
Gene Magee	5.80 hours at \$360.00/hr		2,088.00
Kentray Hairston	19.50 hours at \$195.00/hr		3,802.50
Kentray Hairston	2.70 hours at \$185.00/hr		499.50
Subtotal:	28.00		<u>6,390.00</u>

EXPENSES

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
10/31/13	Cash Disbursement – Tray Hairston: Lunch with Joey Songy re: Whispering Pines.	42.06

Sub-total of Expenses: 42.06

TOTAL CURRENT BILLING FOR THIS MATTER \$6,432.06

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Ridgeland, MS 39158-6010
Main (601) 948-5711
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Rob Tatum
11 Parkway Boulevard
Hattiesburg, MS 39401

April 14, 2014
Statement: 10024277
Matter: 041666.116412
Billing Attorney: Jordan Monsour

Due Date: April 29, 2014

STATEMENT SUMMARY

For Services Rendered Through March 31, 2014

Client: Tatum, Jr. R.

Matter: Whispering Pines Assisted Living Facility

ALF

TOTAL FEES FOR CURRENT BILLING PERIOD

\$11,725.50

TOTAL COSTS FOR CURRENT BILLING PERIOD

\$15.78

TOTAL CURRENT BILLING FOR THIS MATTER

\$11,741.28

Total of Unpaid Balances From Prior Statements*

~~\$296.00~~

TOTAL AMOUNT DUE FOR THIS MATTER

\$12,037.28

12305

AGING OF ACCOUNTS RECEIVABLE

<u>CURRENT</u>	<u>31-60 DAYS</u>	<u>61-90 DAYS</u>	<u>91-120 DAYS</u>	<u>OVER 120 DAYS</u>
\$11,741.28	\$66.00	\$0.00	\$0.00	\$230.00

*UNPAID BALANCES FROM PRIOR
STATEMENTS

11/06/13 10008567
03/06/14 10019908

\$230.00 - ILF

~~\$66.00~~

- changed in error

Tax I.D. 64-0331849

\$ 11,741.28

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Main (601) 948-5711
Fax (601) 985-4500

Whispering Pines ALF, LLC
16 Bellegrass Boulevard
Hattiesburg, MS 39042

November 20, 2013
Statement: 10010282
Matter: 041700.116961
Billing Attorney: Gene Magee

Due Date: December 5, 2013

STATEMENT

For Services Rendered Through October 31, 2013

Client: Whispering Pines ALF, LLC
Matter: Economic Development Incentives

PROFESSIONAL FEES

<u>DATE</u>		<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
06/06/13	Gene Magee	Telephone call from Robert Tatum regarding owner direct purchasing.	0.30	345.00	103.50
06/10/13	Gene Magee	Reviewing ICI e-mails and construction contract; e-mails from/to and telephone call from Rob and conference call with Rob and Sidwa re purchasing procedures; e-mail to DOR re possible contact from Sidwa; e-mail to and telephone call from Fuller re possible representation of ICI.	3.90	345.00	1,345.50
06/11/13	Gene Magee	E-mails to/from Rob regarding copies of certificate and DPP; begin drafting purchasing procedures addendum for ICI construction contract.	6.10	345.00	2,104.50
06/12/13	Gene Magee	Continue drafting purchasing procedures.	5.10	345.00	1,759.50
06/13/13	Gene Magee	Reviewing and revising Purchasing Procedures Addendum.	5.60	345.00	1,932.00
06/14/13	Gene Magee	E-mails from/to Tatum regarding status and Fuller regarding type of purchasing procedures; reviewing and finalizing and e-mails to Tatum and Fuller regarding	3.40	345.00	1,173.00

		initial draft of purchasing procedures.			
06/17/13	Gene Magee	E-mails from/to Tatum regarding ICI response to purchasing procedures.	0.40	345.00	138.00
06/18/13	Gene Magee	E-mails from/to Jussely regarding opening accounts with vendors and from Tatum regarding entity structure; drafting and e-mail to Tatum regarding DOR incentive certification application.	1.50	345.00	517.50
06/19/13	Gene Magee	Opening file.	0.30	345.00	103.50
06/20/13	Gene Magee	V-mail to and telephone call from Fuller and e-mails from/to Tatum regarding receipt of comments from ICI; e-mails from/to Tatum and from Jussely regarding scope of listed items.	1.00	345.00	345.00
06/25/13	Gene Magee	E-mails from/to Jussely and to DOR and revising and completing application for incentive certification; e-mails from Fuller and to Tatum/Jussely regarding receipt of ICI mark-ups of purchasing procedures and initial comments with respect thereto; begin review of ICI comments.	3.20	345.00	1,104.00
06/28/13	Gene Magee	E-mails from/to and telephone call from Tatum regarding ICI comments/revisions and begin revising purchasing procedures amendment.	3.90	345.00	1,345.50
07/01/13	Gene Magee	Continuing revision of purchasing procedures regarding ICE comments; e-mails from/to Tatum, Jussely, and Fuller regarding status of and transmitting revised draft; reviewing proposed purchase order.	6.00	345.00	2,070.00

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Whispering Pines ALF, LLC
November 20, 2013
10010282
Page:3

07/02/13	Gene Magee	Revising and e-mail to Jussely regarding purchase orders; e-mails from/to Tatum regarding additional work for purchasing procedures	1.80	345.00	621.00
07/03/13	Gene Magee	E-mails from/to Jussely, Sidwa, and Fuller/Surratt regarding Purchase Order Form; e-mails from/to Fuller and conference call with Fuller/Surratt; conference call with Fuller/Surratt and reviewing and revising purchasing procedures; e-mails to/from Fuller/Surratt regarding final purchasing procedure revisions; e-mails from/to Tatum regarding final business issues for purchasing procedures.	4.90	345.00	1,690.50
07/05/13	Gene Magee	E-mail from Surratt and telephone call from Fuller; finalizing and e-mails to/from Surratt/Fuller and to Tatum regarding final purchasing procedures with exhibits.	1.00	345.00	345.00
07/08/13	Gene Magee	Reviewing and e-mail to Sidwa regarding purchase order revisions.	0.30	345.00	103.50
07/10/13	Gene Magee	E-mail to Tatum regarding engagement letter.	0.10	345.00	34.50
07/11/13	Gene Magee	E-mails from/to Tatum regarding and reviewing execution copy of Amendment supplied by ICI.	0.70	345.00	241.50
08/01/13	Gene Magee	E-mails from/to Sidwa and Tatum regarding electrical materials purchase order and subcontract	0.60	345.00	207.00

Sub-total of Fees: 17,284.50

Rate Summary

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Whispering Pines ALF, LLC
November 20, 2013
10010282
Page:4

Gene Magee	50.10	hours at	\$345.00/hr	17,284.50
Subtotal:	50.10			17,284.50

EXPENSES

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
06/10/13	Image Reproduction 33 Page(s)	3.30
06/10/13	No Charge Image Reproduction 50 Page(s)	0.00
06/11/13	No Charge Image Reproduction 0 Page(s)	0.00
06/11/13	No Charge Image Reproduction 0 Page(s)	0.00
06/25/13	No Charge Image Reproduction 0 Page(s)	0.00
07/01/13	No Charge Image Reproduction 0 Page(s)	0.00
07/01/13	No Charge Image Reproduction 0 Page(s)	0.00
07/01/13	No Charge Image Reproduction 0 Page(s)	0.00
	Sub-total of Expenses:	3.30

TOTAL CURRENT BILLING FOR THIS MATTER

\$17,287.80

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Post Office Box 6010
Ridgeland, MS 39158-6010
Main (601) 948-5711
Fax (601) 985-4500

Whispering Pines ALF, LLC
16 Bellegrass Boulevard
Hattiesburg, MS 39042

November 20, 2013
Statement: 10010282
Matter: 041700.116961
Billing Attorney: Gene Magee

Due Date: December 5, 2013

STATEMENT SUMMARY

For Services Rendered Through October 31, 2013

Client: Whispering Pines ALF, LLC
Matter: Economic Development Incentives

TOTAL FEES FOR CURRENT BILLING PERIOD	\$17,284.50
TOTAL COSTS FOR CURRENT BILLING PERIOD	\$3.30
TOTAL CURRENT BILLING FOR THIS MATTER	\$17,287.80
Total of Unpaid Balances From Prior Statements*	\$0.00
TOTAL AMOUNT DUE FOR THIS MATTER	\$17,287.80

Applying 20% to offsite

3,457.56

WHISPERING PINES ALF LLC
16 BELLEGRASS BLVD
HATTIESBURG, MS 39402

04-13

1047

95-127/842
506

DATE 11/27/13

PAY
TO THE
ORDER OF

Butler Snow

\$ 17287.80

Seventeen thousand two hundred eighty seven ⁸⁰/₁₀₀ DOLLARS



BancorpSouth

Right Where You Are

INFOLINE 1-888-797-7711

FOR DEPOSIT ONLY * 10010282

⑈001047⑈ ⑈084201278⑈ 75441840⑈

Tax I.D. 64-0331849

17287.80

Rob Tatum
11 Parkway Boulevard
Hattiesburg, MS 39401April 14, 2014
Statement: 10024277
Matter: 041666.116412
Billing Attorney: Jordan Monsour

Due Date: April 29, 2014

STATEMENT

For Services Rendered Through March 31, 2014

Client: Tatum, Jr. R.**Matter:** Whispering Pines Assisted Living Facility**PROFESSIONAL FEES**

<u>DATE</u>		<u>DESCRIPTION</u>	<u>HOURS</u>
02/11/14	CPT	Conference with R. Tatum, J. Monsour and S. Hoffert re proposed management agreement.	0.80
02/12/14	CPT	Work on comprehensive revisions to proposed management agreement.	1.10
02/13/14	CPT	Work on comprehensive revisions to management agreement; to R. Tatum re same; conference with R. Tatum re same.	7.40
02/14/14	CPT	Work on comprehensive revisions to draft management agreement.	3.40
02/15/14	CPT	Continue work on comprehensive revisions to draft management agreement.	9.20
02/17/14	CPT	Continue comprehensive revisions to management agreement for Whispering Pines ALF; multiple correspondence to R. Tatum re same; conference with R. Tatum re same.	3.30
02/18/14	CPT	Correspondence with R. Tatum re status of management agreement; multiple conferences with B. Clark re proposed revisions to management agreement.	0.80
02/19/14	CPT	Multiple conferences with B. Clark re proposed management agreement; with R. Tatum re same; conference with B. Clark re same; correspondence to B. Clark re same.	0.80

02/21/14	CPT	Multiple correspondence with B. Clark and R. Tatum re status of management agreement; with J. Hedrick, counsel for management agent, re same.	0.50
02/25/14	CPT	Conference with B. Clark re status of management agreement; multiple correspondence with R. Tatum re same; correspondence with J. Monsour re same.	0.40
02/26/14	CPT	Work on revisions to draft management agreement for Whispering Pines ALF; correspondence to R. Tatum re same.	3.30
02/27/14	CPT	Multiple with R. Tatum re revisions to draft management agreement; conference with R. Tatum re same; correspondence to J. Monsour re same.	0.60
02/28/14	CPT	Multiple correspondence with R. Tatum re revisions to management agreement; conference with R. Tatum re same.	0.40
03/03/14	CPT	Conference with R. Tatum re revisions to management agreement for Whispering Pines ALF.	0.30
03/05/14	JBM	Conference with C. Tanner re management agreement.	0.10
03/13/14	CPT	Review of revisions to management agreement; correspondence with R. Tatum re same; correspondence with J. Monsour re same.	0.90
03/14/14	CPT	Correspondence with R. Tatum re draft management agreement.	0.20
03/18/14	JBM	Meeting with C. Tanner to discuss residents agreements at project and issues to address; Receipt and review of copies of the same; Various correspondence with C. Tanner, G. Magee and T. Hairston re same.	0.40
03/19/14	JBM	Conference with C. Tanner re management agreement and residential end user agreements.	0.10
03/25/14	SMH	Worked on draft Residents Agreement	4.50

		template	
03/26/14	MIM	Review proposed contract re. arbitration provision	0.30
03/27/14	MIM	Study arbitration agreement and draft revisions to same	1.40
03/28/14	SMH	Completed revisions to Residents Agreement and submitted updated copy to R. Tatum for review.	1.30
03/31/14	SMH	Worked on review of Personal Care Home Independent Living regulations for MSA; drafted revisions to Management Fee.	1.30

Rate Summary			
Clay Tanner	33.40	hours at \$280.00/hr	9,352.00
Jordan Monsour	0.60	hours at \$330.00/hr	198.00
Melody McAnally	1.70	hours at \$340.00/hr	578.00
Shannon Hoffert	7.10	hours at \$225.00/hr	1,597.50
Subtotal:	42.80		11,725.50

EXPENSES

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
02/11/14	Conference Call – Conference Call	15.78
Sub-total of Expenses:		15.78

TOTAL CURRENT BILLING FOR THIS MATTER	\$11,741.28
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Post Office Box 6010
Ridgeland, MS 39158-6010
Main (601) 948-5711
Fax (601) 985-4500

Rob Tatum
16 Bellegrass Blvd.
Hattiesburg, MS 39402

July 3, 2013
Statement: 541430
Matter: 041666.116412
Billing Attorney: Jordan Monsour

Due Date: July 18, 2013

STATEMENT SUMMARY

For Services Rendered Through June 30, 2013

Client: Tatum, Rob

Matter: Whispering Pines Assisted Living Facility

OK

TOTAL FEES FOR CURRENT BILLING PERIOD	\$928.50
TOTAL COSTS FOR CURRENT BILLING PERIOD	\$0.00
TOTAL CURRENT BILLING FOR THIS MATTER	\$928.50
Total of Unpaid Balances From Prior Statements*	\$0.00
TOTAL AMOUNT DUE FOR THIS MATTER	\$928.50

AGING OF ACCOUNTS RECEIVABLE

<u>CURRENT</u>	<u>31-60 DAYS</u>	<u>61-90 DAYS</u>	<u>91-120 DAYS</u>	<u>OVER 120 DAYS</u>
\$928.50	\$0.00	\$0.00	\$0.00	\$0.00

*UNPAID BALANCES FROM PRIOR
STATEMENTS

paid 7/11/13
ck # 1010

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Rob Tatum
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July 3, 2013
Statement: 541430
Matter: 041666.116412
Billing Attorney: Jordan Monsour

Due Date: July 18, 2013

STATEMENT

For Services Rendered Through June 30, 2013

Client: Tatum, Rob

Matter: Whispering Pines Assisted Living Facility

PROFESSIONAL FEES

<u>DATE</u>		<u>DESCRIPTION</u>	<u>HOURS</u>
03/14/13	JBM	Correspondence with T. Parker and R. Tatum re calculation of HUD rent restrictions based on area AML.	0.10
04/17/13	JBM	Conference with R. Tatum re project status, financing and proforma analysis; Correspondence with R. Tatum re sample proforma.	0.10
06/10/13	JBM	Conference with T. Parker re management agreement and various issues to address; Receipt and review of correspondence from T. Parker and R. Tatum re same.	0.20
06/12/13	JBM	Conference and correspondence with T. Parker re management agreement.	0.10
06/17/13	SMH	Reviewed MS department of health regulations and drafted email to client regarding compliance	0.30
06/27/13	SMH	Researched MS ALF and alzheimer disease unit regulations for analysis of MSA provisions.	1.30
06/28/13	SMH	Drafted revisions to MSA for compliance with MS department of health regulations	2.00

Rate Summary

Jordan Monsour	0.50	hours at	\$345.00/hr	172.50
Shannon Hoffert	3.60	hours at	\$210.00/hr	756.00
Subtotal:	4.10			928.50

TOTAL CURRENT BILLING FOR THIS MATTER

\$928.50

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Post Office Box 6010
Ridgeland, MS 39158-6010
Main (601) 948-5711
Fax (601) 985-4500

Mr. Robert O. Tatum
Whispering Pines ILF, LLC
11 Parkway Blvd.
Hattiesburg, MS 39401

March 24, 2014
Statement: 10022038
Matter: 041950.136547
Billing Attorney: Matt Grenfell

Due Date: April 8, 2014

STATEMENT SUMMARY

For Services Rendered Through March 24, 2014

Client: Whispering Pines ILF, LLC

Matter: Development and Financing of Independent Living Facility in Hattiesburg, Mississippi

TOTAL FEES FOR CURRENT BILLING PERIOD	\$36,972.50
TOTAL COSTS FOR CURRENT BILLING PERIOD	\$338.14
TOTAL CURRENT BILLING FOR THIS MATTER	\$37,310.64
Total of Unpaid Balances From Prior Statements*	\$0.00
TOTAL AMOUNT DUE FOR THIS MATTER	\$37,310.64

AGING OF ACCOUNTS RECEIVABLE

<u>CURRENT</u>	<u>31-60 DAYS</u>	<u>61-90 DAYS</u>	<u>91-120 DAYS</u>	<u>OVER 120 DAYS</u>
\$37,310.64	\$0.00	\$0.00	\$0.00	\$0.00

*UNPAID BALANCES FROM PRIOR
STATEMENTS

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Post Office Box 6010
Ridgeland, MS 39158-6010
Main (601) 948-5711
Fax (601) 985-4500

Mr. Robert Tatum
Whispering Pines ILF, LLC
11 Parkway Blvd.
Hattiesburg, MS 39401

March 24, 2014
Statement: 10022038
Matter: 041950.136547
Billing Attorney: Matt Grenfell

Due Date: April 8, 2014

STATEMENT

For Services Rendered Through March 24, 2014

Client: Whispering Pines ILF, LLC

Matter: Development and Financing of Independent Living Facility in Hattiesburg, Mississippi

PROFESSIONAL FEES

<u>DATE</u>		<u>DESCRIPTION</u>	<u>HOURS</u>
12/31/13	MHG	Review emails re: Whispering Pines ILF	0.40
01/02/14	MHG	Review operating agreements from R. Tatum; review title commitment and DT on nursing home property	1.10
01/03/14	MHG	Meeting with R. Tatum re: ILF; review title documents; meeting with R. O'Beirne re: operating agreements; meeting with G. Magee re: construction contract	2.60
01/03/14	RJO	Interoffice conference with M. Grenfell to discuss operating agreements for ILF and ALF and best way to structure equity contributions in anticipation of refinancing.	0.50
01/06/14	RJO	Work on Operating Agreement and capital structure issues for Whispering Pines ILF, LLC related to conversion of debt to equity for CR Properties and priority payments to TICA and CR.	3.10
01/06/14	SHN	Analyze plat to determine proper title insurance needed and meet with M. Grenfell re: the same	1.50
01/06/14	MHG	Telephone conference with J. Anglin and D. Jussely re: survey and descriptions; emails re: same; review LA purchase agreement; make comments to same and send out.	2.30
01/07/14	SHN	Meeting with title company to discuss	0.60

		title issues	
01/07/14	SHN	Begin drafting memo regarding title issues	0.60
01/07/14	MHG	Work on operating agreement issues with R. O'Beirne; review closing agenda; email to M. Moody re: same.	0.70
01/07/14	RJO	Interoffice conference with Ben Roberson to discuss structure of operating agreement to provide for allocations of profits and losses to correspond to liquidation distribution preferences; work on research related to target capital accounts in operating agreements.	3.20
01/07/14	BWR	Analysis of operating agreement allocation provisions.	0.40
01/10/14	RJO	Work on operating agreement for Whispering Pines ILF, LLC; confer with B. Roberson re: same.	1.40
01/10/14	BWR	Analysis of operating agreement provisions with Ryan O'Beirne.	0.40
01/13/14	SHN	Work on memo re: title and ownership explanation	0.30
01/14/14	RJO	Work on operating agreement for Whispering Pines ILF, LLC.	2.40
01/15/14	RJO	Work on profit and loss allocation provisions in Operating Agreement for Whispering Pines ILF, LLC; phone call with Rob Tatum re: same.	3.80
01/15/14	BWR	Work on allocation issues with Ryan O'Beirne.	0.30
01/16/14	RJO	Work on revisions to operating agreement and chart of economic terms in preparation for call with Chris Leonard.	0.80
01/17/14	RJO	Phone call with Chris Leonard regarding structure of WP ILF, LLC.	1.50
01/24/14	MHG	Discuss TIF reimbursement issues with S. Keyes	0.50
01/29/14	RJO	Conference call with Chris Leonard regarding allocation of profits and losses for Whispering Pines ILF; work	1.10

		on draft allocation provision and e-mail to Chris.	
02/05/14	RJO	Work on e-mail correspondence with Chris Leonard regarding proposed economic terms of ILF.	0.40
02/06/14	MHG	Review legal descriptions plats; emails to R. Tatum re: same	0.60
02/07/14	RJO	Work on e-mail correspondence with Chris Leonard regarding ownership percentages in Tatum entities and profit/loss allocations.	0.40
02/10/14	SHN	Review updated plat; Meeting with First American to discuss title insurance needs and plan of development; Cause title reports to be ordered	2.30
02/11/14	TMH	Draft agreement between Whispering Pines ALF and Whispering Pines ILF for food purchases	1.60
02/11/14	SHN	Follow up with Title Company; Review e-mail from R. Tatum re: closing agenda	0.20
02/11/14	MHG	Work on Agreement with ALF re: food service; send to R. Tatum for review	1.20
02/11/14	RJO	Conference call with Chris Leonard to discuss his meeting with Rob Tatum re: Whispering Pines ILF, LLC; work on operating agreement for ILF.	3.40
02/12/14	SHN	Review closing checklist; Work on obtaining zoning confirmation letter	1.10
02/13/14	MDD	Review closing checklist; check status of Borrower and guarantors with MS Secretary of State	0.30
02/14/14	MDD	Work on LLC certificates; obtain certificates of existence from MS Secretary of State	2.30
02/14/14	RJO	Work on revisions to Operating Agreement for Whispering Pines ILF, LLC; work on e-mail correspondence to and from Rob Tatum re: same; interoffice conference with M. Grenfell to discuss same.	4.40

02/14/14	MHG	Work on operating agreement matters with R. Tatum	0.40
02/17/14	RJO	Work on email correspondence with Rob Tatum regarding Operating Agreement; work on review of Rob's comments to Operating Agreement; phone call with Rob re: same.	1.80
02/18/14	RJO	Work on revisions to Operating Agreement based on comments from Rob Tatum.	0.80
02/19/14	RJO	Work on revisions to operating agreement for Whispering Pines ILF, LLC based on comments from Rob Tatum; work on certificate of formation for LD Properties, LLC; work on debt conversion agreement for conversion of Note to equity for CR Properties, LLC.	2.40
02/20/14	RJO	Work on debt conversion agreement for CR Properties and Whispering Pines ILF; work on e-mail correspondence with Rob Tatum re: same.	0.80
02/20/14	SHN	Review title report; Phone conference with M. Grenfell, D. Hardin, R. Tatum discussing title issues	3.00
02/20/14	MHG	Work on items on closing checklist; telephone conference with R. Tatum; B. Williams and M. Jeffcoat re: checklist items; review title work; telephone conference with surveyor re: ALTA survey; work on title issues	6.40
02/24/14	SHN	Draft two special warranty deeds and two easements for Closing	2.70
02/25/14	SHN	E-mail with M. Jeffcoat re: status of survey; Work with Clearpoint to locate all documents necessary for completion of survey; Draft special warranty deeds and easements; Begin work on opinion	3.10
02/25/14	MHG	Work on title and survey issues; work on opinion of counsel; work on resolutions and corporate certificates	2.90

02/25/14	MDD	Online UCC search on Whispering Pines ILF with MS Secretary of State; work on LLC certificate	1.70
02/26/14	MDD	Work on minutes and resolutions	1.30
02/26/14	SHN	Work on title, survey, and closing documents	5.40
02/26/14	MHG	Work on title and survey issues; telephone conference with R. Tatum re: same	1.20
02/27/14	SHN	Work on outstanding title issues; Discussion with Lender's counsel concerning the same	3.60
02/27/14	MHG	Work on title and survey issues; telephone conference with M. Moody and B. Williams re: same;	2.30
02/28/14	SHN	Work on conveyance documents, title, and survey issues	3.10
03/02/14	MHG	Review Loan Agreement and all ancillary documents; telephone conference with R. Tatum to discuss same	4.20
03/03/14	SHN	Work on title, survey, and closing documents and correspondence with client and lender's counsel concerning the same	10.70
03/03/14	MHG	Review closing documents; telephone conference with M. Moody and Ben Williams re: same; review title documents; work on opinion; review equity statement; review closing statement and disbursements; work on all closing issues	6.20
03/03/14	RGT	Conferences with M. Grenfell and S. Noblitt regarding execution of transaction documents and opinion.	0.50
03/03/14	MDD	Work on closing documents and minutes	2.60
03/04/14	RGT	Review and revisions to opinion letter, conference with S. Noblitt regarding same.	1.00
03/04/14	MDD	Work on closing documents; prepare for closing	1.90

03/04/14	SHN	Work on title, survey, and closing documents and correspondence with client and lender's counsel concerning the same	10.00
03/04/14	DBC	Email Scott Noblitt and Matt Grenfell regarding Bancorp South subordination and nondisturbance issues.	0.30
03/04/14	MHG	Work on closing matters; review revised loan documents; work on subordination and easement agreements; review all documents to be executed and prepare closing redrope; travel to and from Hattiesburg; attend closing	9.40
03/05/14	SHN	Word on remaining closing issues and closing documents	7.90
03/05/14	MHG	Work on title issue re: partial release of DT; telephone conference with D. Ogden re: same; work with Lawyer's Title re: backup plan; several emails and telephone conferences with R. Tatum;	4.20
03/06/14	SHN	Review updated proforma; Work to resolve final issues for closing	3.20
03/06/14	MHG	Work on final opinion; send out	1.40
03/07/14	MHG	Work on Assignment of Construction K documents; telephone conference with GC's lawyer and B. Williams re: same; discuss same with R. Tatum; send out final pro forma	2.30
03/10/14	SHN	Compile closing documents, determine recording order, insert all legal descriptions and attachments in preparation for recording	1.00

Rate Summary

Ben Roberson	1.10	hours at	\$350.00/hr	385.00
Don B. Cannada	0.30	hours at	\$565.00/hr	169.50
Marcie Davant	10.10	hours at	\$200.00/hr	2,020.00
Matt Grenfell	49.90	hours at	\$270.00/hr	13,473.00
Matt Grenfell	0.40	hours at	\$240.00/hr	96.00

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Whispering Pines ILF, LLC
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Ron Taylor	1.50	hours at	\$365.00/hr	547.50
Ryan OBeirne	32.20	hours at	\$255.00/hr	8,211.00
Scott Noblitt	60.30	hours at	\$195.00/hr	11,758.50
Thomas Hewitt	1.60	hours at	\$195.00/hr	312.00
Subtotal:	157.40			36,972.50

EXPENSES

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
02/10/14	No Charge Image Reproduction 0 Page(s)	0.00
02/10/14	No Charge Image Reproduction 0 Page(s)	0.00
02/12/14	No Charge Image Reproduction 7 Page(s)	0.00
02/14/14	No Charge Image Reproduction 3 Page(s)	0.00
02/14/14	No Charge Image Reproduction 1 Page(s)	0.00
02/14/14	No Charge Image Reproduction 2 Page(s)	0.00
02/14/14	No Charge Image Reproduction 2 Page(s)	0.00
02/14/14	Delivery Expense - Messenger – Delivery to Drop Off Mail Downtown	25.00
02/18/14	Cash Disbursement – PAYEE: Mississippi Secretary of State; REQUEST#: 166994; DATE: 2/18/2014. certificate of existence.	100.00
02/24/14	Cash Disbursement – PAYEE: Department of Urban Planning; REQUEST#: 167298; DATE: 2/24/2014. Zoning compliance letter.	25.00
02/24/14	Postage - No Charge – Postage - No Charge	0.00
02/25/14	No Charge Image Reproduction 16 Page(s)	0.00
02/25/14	No Charge Image Reproduction 21 Page(s)	0.00
02/25/14	No Charge Image Reproduction 13 Page(s)	0.00
02/26/14	Image Reproduction 70 Page(s)	7.00
02/26/14	No Charge Image Reproduction 50 Page(s)	0.00
02/28/14	Image Reproduction 54 Page(s)	5.40
02/28/14	No Charge Image Reproduction 50 Page(s)	0.00
03/03/14	No Charge Image Reproduction 18 Page(s)	0.00
03/03/14	No Charge Image Reproduction 0 Page(s)	0.00
03/03/14	No Charge Image Reproduction 18 Page(s)	0.00
03/04/14	Image Reproduction 108 Page(s)	10.80
03/04/14	No Charge Image Reproduction 50 Page(s)	0.00
03/05/14	Image Reproduction 87 Page(s)	8.70
03/05/14	No Charge Image Reproduction 50 Page(s)	0.00
03/05/14	Delivery Expense - Messenger – Delivery to 400 Capitol St	25.00
03/06/14	No Charge Image Reproduction 3 Page(s)	0.00
03/10/14	FedEx Shipping – 798170333339	21.24
03/10/14	Cash Disbursement – PAYEE: Forrest County Chancery Clerk;	110.00

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Whispering Pines ILF, LLC
March 24, 2014
10022038
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REQUEST#: 168607; DATE: 3/10/2014. Recording fees.

Sub-total of Expenses: 338.14

TOTAL CURRENT BILLING FOR THIS MATTER

\$37,310.64

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Post Office Box 6010
Ridgeland, MS 39158-6010
Main (601) 948-5711
Fax (601) 985-4500

Robert O. Tatum
CR Properties, LLC
11 Parkway Blvd.
Hattiesburg, MS 39401

March 21, 2014
Statement: 10021620
Matter: 041648.115948
Billing Attorney: Matt Grenfell

Due Date: April 5, 2014

STATEMENT SUMMARY

For Services Rendered Through February 28, 2014

Client: CR Properties, LLC
Matter: Formation of Entity and General Matters

TOTAL FEES FOR CURRENT BILLING PERIOD	\$1,907.50
TOTAL COSTS FOR CURRENT BILLING PERIOD	\$51.40
TOTAL CURRENT BILLING FOR THIS MATTER	\$1,958.90
Total of Unpaid Balances From Prior Statements*	\$1,776.00
TOTAL AMOUNT DUE FOR THIS MATTER	\$3,734.90

AGING OF ACCOUNTS RECEIVABLE

<u>CURRENT</u>	<u>31-60 DAYS</u>	<u>61-90 DAYS</u>	<u>91-120 DAYS</u>	<u>OVER 120 DAYS</u>
\$3,734.90	\$0.00	\$0.00	\$0.00	\$0.00

*UNPAID BALANCES FROM PRIOR STATEMENTS

02/25/14	10018996	\$1,776.00
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Post Office Box 6010
Ridgeland, MS 39158-6010
Main (601) 948-5711
Fax (601) 985-4500

Robert Tatum
CR Properties, LLC
11 Parkway Blvd.
Hattiesburg, MS 39401

March 21, 2014
Statement: 10021620
Matter: 041648.115948
Billing Attorney: Matt Grenfell

Due Date: April 5, 2014

STATEMENT

For Services Rendered Through February 28, 2014

Client: CR Properties, LLC

Matter: Formation of Entity and General Matters

PROFESSIONAL FEES

<u>DATE</u>		<u>DESCRIPTION</u>	<u>HOURS</u>
01/31/14	SHN	Research multi family housing and HUD issues for services agreement	0.80
02/17/14	MHG	Work on draft of Purchase Agreement	2.90
02/19/14	MHG	Telephone conference with R. Tatum re: restrictive covenants previously drafted and not recorded; review same; discuss deed restriction and approval of plans; work on same	2.30
02/19/14	MDD	Prepare certificate of formation for LD Properties, LLC; file same with MS Secretary of State	0.70
02/20/14	MHG	Research deed restrictions; work on same in purchase agreement	0.40
02/21/14	MHG	Work on revisions to Purchase Agreement of nursing home property; send to R. Tatum for review	1.40

	Rate Summary			
Marcie Davant	0.70	hours at	\$175.00/hr	122.50
Matt Grenfell	7.00	hours at	\$235.00/hr	1,645.00
Scott Noblitt	0.80	hours at	\$175.00/hr	140.00
Subtotal:	8.50			1,907.50

EXPENSES

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CR Properties, LLC
March 21, 2014
10021620
Page:2

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
02/19/14	Cash Disbursement – PAYEE: Mississippi Secretary of State; REQUEST#: 167146; DATE: 2/19/2014. Certificate of formation - LD Properties, LLC	50.00
02/19/14	No Charge Image Reproduction 0 Page(s)	0.00
02/19/14	No Charge Image Reproduction 1 Page(s)	0.00
02/19/14	No Charge Image Reproduction 2 Page(s)	0.00
02/19/14	No Charge Image Reproduction 2 Page(s)	0.00
02/26/14	No Charge Image Reproduction 12 Page(s)	0.00
02/26/14	No Charge Image Reproduction 7 Page(s)	0.00
02/27/14	Image Reproduction 14 Page(s)	1.40
02/27/14	No Charge Image Reproduction 50 Page(s)	0.00
02/28/14	No Charge Image Reproduction 1 Page(s)	0.00
02/28/14	No Charge Image Reproduction 9 Page(s)	0.00
02/28/14	No Charge Image Reproduction 2 Page(s)	0.00
Sub-total of Expenses:		<u>51.40</u>

TOTAL CURRENT BILLING FOR THIS MATTER

\$1,958.90

LAW OFFICES
WISE CARTER CHILD & CARAWAY

May 21, 2012
Invoice # 155449

Tatum Capital, LLC

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Re: Senior Adult PUD
I.D. 10040-36972 - JDS

Date	Description of Services	Atty	Hours
02-21-12	Phone conference with Rob Tatum re: PUD and need for lease	JDS	0.20
02-22-12	Office conference with Rob Tatum re: PUD and possible construction of Nursing Home facility to be leased	JDS	1.20
02-22-12	Email from Rob Tatum re: Bedford Lease; Reply email	JDS	0.10
02-24-12	Conflict check and open file; Email from Rob Tatum; Reply email	JDS	0.30
02-27-12	Research on TIF and CON issues; Phone conference with Betty Collins	JDS	0.50
02-27-12	Research on CON issue relating to nursing home beds	JDS	0.30
02-28-12	Review Lease Agreement for Marion County facility; Prep checklist of items to address with HMP	JDS	1.30
02-28-12	Email to Rob Tatum re: checklist	JDS	0.10
02-29-12	Phone conference with Rob Tatum re: checklist	JDS	0.20
03-01-12	Email from Rob Tatum; Reply email re: CON checklist	JDS	0.10
03-01-12	Work on nursing home CON checklist with informational summary.	BTC	0.70
03-02-12	Receive and review CON checklist; forward same to Rob Tatum; Phone conference with Rob Tatum re: CON	JDS	0.20
03-02-12	Email from Rob Tatum; Reply; Review Rob Tatum email to HMP representative	JDS	0.10
03-02-12	(Tatum) Finalize background summary and relevant questions regarding CON issues with respect to nursing homes. Emails to and from Joe Stevens.	BTC	0.80
03-19-12	Email from Rob Tatum; Reply email concerning meeting	JDS	0.10
03-20-12	Office conference with Rob Tatum and with him to meeting with HMP representatives re: possible construction and lease of skilled nursing facility	JDS	1.40
04-20-12	Email from R. Tatum re: Operating Agreement	JDS	0.10

Total Fees \$ 1,785.00

112.50-TIF

LAW OFFICES
WISE CARTER CHILD & CARAWAY

May 21, 2012
Invoice # 155449

Tatum Capital, LLC

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Re: Senior Adult PUD
I.D. 10040-36972 - JDS

Timekeeper	Hours	Rate/Hour	Amount
Joe D. Stevens	6.20	225.00	1,395.00
Betty T. Collins	1.50	260.00	390.00

WISE CARTER CHILD & CARAWAY

Tatum Capital, LLC
I.D. 10040-36972 - JDS
Re: Whispering Pines Retirement Community

May 17, 2013
Invoice 162942
Page 2

Fee Recap

	Hours	Rate/Hour	Amount
Joe D. Stevens	22.10	225.00	4,972.50
Damon G. Carpenter	2.50	190.00	475.00

Fees

Date	Atty	Description	Hours
04/01/13	JDS	Revise Loan & Security Agreement	0.80 ON
04/01/13	JDS	Email to S. Murray and G. Walker re: Loan & Security Agreement; Email from Scott Murray X	0.10
04/01/13	JDS	Emails from R. Tatum, D. Surratt and Damon Carpenter re: AIA documents	0.10 ON
04/01/13	JDS	Email from R. Tatum re: Title; Reply email; Email from S. Murray re: Flood Certificate	0.10 ON
04/01/13	JDS	Emails from S. Murray re: Note and Deed of Trust; Emails from Damon Carpenter and D. Surratt re: AIA documents X	0.10
04/01/13	JDS	Email from C. Sidwa; Emails from Damon Carpenter and R. Tatum; Email from C. Sidwa re: invoice dates and insurance	0.10 ON
04/01/13	DGC	Revise AIA draft documents and email correspondence re: same	1.50 1/2
04/02/13	JDS	Returned call to Scott Murray re: loan and security agreement; other documents needed X	0.10
04/02/13	JDS	Email from Rob Tatum re: AIA document, final issue resolution; Email from B. Presley re: insurance certificates	0.10 ON
04/02/13	JDS	Review proposed Deed of Trust to insure Assignment of Leases and Rents Language present; Email to Scott Murray; Review reply	0.10 ON
04/02/13	JDS	Prep legal for submission to Title Company; Email to TSI	0.20 ON
04/02/13	JDS	Office conference with Daniel Jussely re: building permits; Status update; Email to Daniel Jussely re: building permits; Email to Scott Murray and G. Walker re: same	0.10 ON
04/02/13	JDS	Email from D. Stringer at TSI; Reply; Email from Scott Murray re: liens; Reply email	0.10 ON
04/02/13	JDS	Phone conference with Scott Murray re: lien; loan documents X	0.10
04/02/13	JDS	Phone conference with Scott Murray and Grant Walker re: loan agreement; loan documents X	0.60
04/02/13	JDS	Phone conference with Bobby Tatum re: insurance	0.10 ON
04/02/13	JDS	Emails from Rob Tatum re: AIA; Status; Reply email	0.10 ON
04/02/13	JDS	Email from D. Jussely re: Building permits; Reply email; Email from R. Tatum re: AIA contract	0.10 ON
04/03/13	DGC	Review AIA documents and revise language re: contract price and sales tax savings; Emails and phone calls with client re: same	1.00 ON
04/03/13	JDS	Email from Scott Murray re: Development Agreement date; Email to S. Keyes; Review email from S. Keyes X	0.10
04/03/13	JDS	Phone conference with S. Murray re: loan documents; plans and specs X	0.20
04/03/13	JDS	Revise Loan & Security Agreement	0.50 ON
04/03/13	JDS	Email from Scott Murray re: Bank prepped loan docs X	0.10
04/03/13	JDS	Email to R. Tatum and D. Jussely re: plans and specs; Development Agreement; Review	0.10 ON

WISE CARTER CHILD & CARAWAY

Tatum Capital, LLC
I.D. 10040-36972 - JDS
Re: Whispering Pines Retirement Community

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Date	Atty	Description	Hours
		reply emails; Reply email	
04/03/13	JDS	Prep Deed of Trust (Construction loan)	1.00 <i>ON</i>
04/03/13	JDS	Phone conference with R. Tatum re: status; Email from R. Tatum re: contract amount; Email from B. Presley; Email from R. Tatum	0.10 <i>ON</i>
04/03/13	JDS	Email from Grant Walker re: ILF site size; Reply email; Email from R. Tatum re: executed Development Agreement	0.10 <i>ON</i>
04/03/13	JDS	Email to Bank re: revised Loan & Security Agreement; Email to Bank re: Deed of Trust <i>X</i>	0.10
04/03/13	JDS	Email from C. Siden; Email from R. Tatum; Email from S. Murray re: TIF loan bank docs	0.10 <i>ON</i>
04/03/13	JDS	Email to Bank re: loan docs for review; Email to S. Keyes re: Development Agreement; Email to S. Murray	0.10
04/03/13	JDS	Promissory Notes; Email to Bank <i>X</i>	0.50
04/03/13	JDS	Deed of Trust (TIF)	1.00 <i>off</i>
04/03/13	JDS	Emails from C. Siden and Damon Carpenter; Emails from Grant Walker <i>X</i>	0.10
04/03/13	JDS	Email from B. Tatum re: insurance analysis	0.10 <i>ON</i>
04/04/13	JDS	Emails from Grant Walker and S. Murray re: loan agreement; Reply email <i>X</i>	0.10
04/04/13	JDS	Email from Scott Murray re: title and agreement on sales tax savings; Review Certificate from MDA; Reply email <i>X</i>	0.10
04/04/13	JDS	Phone conference with S. Murray re: Sales tax savings issue; Title and loan documents status <i>X</i>	0.10 <i>ON</i>
04/04/13	JDS	Email to Rob Tatum et al re: Warranty Deed	0.10 <i>ON</i>
04/04/13	JDS	Revise Assignment of Development Agreement; Email to S. Murray	0.30 <i>ON</i>
04/04/13	JDS	Review BancorpSouth prepared documents and note needed revisions; Email to Scott Murray and Grant Walker re: same <i>X</i>	0.50
04/04/13	JDS	Email from S. Keyes; Reply email; Email from R. Tatum; Reply email	0.10 <i>ON</i>
04/04/13	JDS	Office conference with R. Tatum re: Warranty Deed and status; appraisal	0.20 <i>ON</i>
04/04/13	JDS	To Chancery Clerk's office to file Warranty Deed	0.30 <i>ON</i>
04/04/13	JDS	Email to TSI re: Warranty Deed; need title commitments; Review reply; Email to R. Tatum and Scott Murray re: Title Commitment status; Email from S. Murray re: Assignments	0.10 <i>ON</i>
04/04/13	JDS	Phone conference with R. Tatum re: BancorpSouth now wants additional guaranty from Whispering Pines Retirement Community, LLC; Call to Grant Walker - left message to return call	0.10 <i>ON</i>
04/04/13	JDS	Email from TSI re: legal; Reply email	0.10 <i>ON</i>
04/04/13	JDS	Phone conference with Scott Murray re: guaranty; documents; Emails from Scott Murray re: bank documents for review; Email from TSI re: legal <i>X</i>	0.10
04/04/13	JDS	Review Bank documents; Email to Scott Murray re: guaranty language <i>X</i>	0.30
04/04/13	JDS	Phone conference with Scott Murray, Grant Walker and Benny Waddle re: corporate guaranty <i>X</i>	0.20
04/04/13	JDS	Phone conference with Bobby Tatum re: corporate guaranty	0.10 <i>ON</i>
04/04/13	JDS	Email from R. Tatum; Reply email; Email from Scott on guaranty	0.10 <i>ON</i>
04/04/13	JDS	Phone conference with Rob Tatum; Revise Loan & Security Agreement	0.40 <i>ON</i>

WISE CARTER CHILD & CARAWAY

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Date	Atty	Description	Hours
04/04/13	JDS	Phone conference with R. Tatum re: corporate guaranty	0.10 <i>on</i>
04/04/13	JDS	Emails from Grant Walker re: revision needed in Loan Agreement <i>X</i>	0.10
04/04/13	JDS	Office conference with Bobby Tatum and Rob Tatum re: BancorpSouth Bank position on corporate guaranties; ILF property	0.50 <i>on</i>
04/04/13	JDS	Phone conference with Ted Webb re: loan deal <i>X</i>	0.20
04/04/13	JDS	Phone conference with Bobby Tatum	0.10 <i>on</i>
04/04/13	JDS	Email from TSI re: Title Commitments; Reply email; Email to Grant Walker and Scott Murray	0.10
04/04/13	JDS	Email from Grant Walker re: Title commitments issue; Phone conference with Bobby Tatum; Phone conference with Ted Webb	0.20 <i>on</i>
04/04/13	JDS	Phone conference with Rob Tatum	0.10 <i>on</i>
04/04/13	JDS	Emails from Rob Taum; Reply emails	0.10 <i>on</i>
04/04/13	JDS	Revise loan agreement; Email to Bank <i>X</i>	1.40
04/05/13	JDS	Phone conference with Scott Murray re: status update; Closing documents <i>X</i>	0.10
04/05/13	JDS	Email from Scott Murray re: title commitment; Email from TSI; Reply email re: title update request	0.10
04/05/13	JDS	Email from G. Walker re: additional language; Reply email; Email from G. Walker <i>X</i>	0.10
04/05/13	JDS	Email from Alisha Freeman re: Closing documents for construction loan <i>X</i>	0.10
04/05/13	JDS	Email from S. Murray re; move sales tax savings language; Phone conference with S. Murray	0.10
04/05/13	JDS	Revise Loan & Security Agreement; Email to Scott Murray etal <i>X</i>	0.30
04/05/13	JDS	Prep Sales Tax Reimbursement Agreement	0.20 <i>on</i>
04/05/13	JDS	Email to Scott Murray and Grant Walker re: Sales Tax Agreement <i>X</i>	0.10
04/05/13	JDS	Office conference with R. Tatum, B. Tatum, D. Jussely and C. Tatum re: overview of documents; Discussion transaction; Execution loan documents	1.80 <i>on</i>
04/05/13	JDS	Phone conference with Ted Webb re: transaction <i>X</i>	0.20
04/05/13	JDS	Phone conference with Ted Webb, Grant Walker, Benny Waddle and Scott Murray <i>X</i>	0.20
04/05/13	JDS	Phone conference with Ted Webb etal re: loan committee; options <i>X</i>	0.10
04/05/13	JDS	Email to R. Tatum etal re: options	0.10 <i>on</i>
04/05/13	JDS	Phone conference with B. Tatum re: options	0.10 <i>on</i>
04/05/13	JDS	Email from R. Tatum; Phone conference with R. Tatum re: options accepted; Email to R. Tatum etal	0.20 <i>on</i>
04/05/13	JDS	Email to Scott Murray etal re: Option selected by Whispering Pines <i>X</i>	0.10
04/05/13	JDS	Revise Loan & Security Agreement; Revise legal description	0.90 <i>on</i>
04/05/13	JDS	Email from G. Walker; Reply email; Email from R. Tatum; Reply email	0.10 <i>on</i>
04/05/13	JDS	Calls to Chancery Clerk and City Hall re: Performance Board	0.10 <i>on</i>
04/05/13	JDS	Office conference with Scott Murray and Allison Freeman re: final execution of documents	0.60
04/05/13	JDS	Email to R. Tatum etal re: closed; Email to R. Tatum etal re: Closing documents	0.10 <i>on</i>
04/05/13	JDS	Email to R. Tatum re: documents to be signed by Contractor	0.10 <i>on</i>
04/08/13	JDS	Email from Scott Murray re: Promissory Note and Sales Tax Rebate issues <i>X</i>	0.10

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Tatum Capital, LLC
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Re: Whispering Pines Retirement Community

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Date	Atty	Description	Hours
04/08/13	JDS	Email from R. Tatum re: Title Insurance inquiry; Email from D. Jussely re: Performance Bond	0.10 <i>on</i>
04/08/13	JDS	Email to Scott Murray and Grant Walker re: Note and Sales Tax; Email from Grant Walker re: Note; Reply	0.10
04/08/13	JDS	File Deed of Trust with Chancery Clerk; Attempt filing of Performance and Payment Bonds; Phone conference with R. Tatum and B. Presley re: bonds; Email to all re: Deed of Trust filing	0.80 <i>on</i>
04/08/13	JDS	Email from S. Murray re: TIF	0.10
04/08/13	JDS	Revise Sales Tax Agreement; Email to Scott Murray, Grant Walker, Ted Webb and Benny Waddle	0.10
04/10/13	JDS	Email from TSI re: updated title commitments	0.10 <i>on</i>
04/10/13	JDS	Email to S. Murray and G. Walker re: language in Note and Sales Tax Agreement	0.10
04/15/13	JDS	Receive and review filed original Warranty Deed from Clerk; Letter to Rob Tatum re: Warranty Deed	0.20 <i>on</i>
04/15/13	JDS	Email to TSI re: revised invoice needed due to TIF loan not being made	0.10 <i>on</i>
04/16/13	JDS	Phone conference with Scott Murray re: title insurance	0.10
04/16/13	JDS	Email from S. Murray; Phone conference with S. Murray	0.10
04/17/13	JDS	Receive and review filed stamped original of Deed of Trust from Clerk; Letter to Grant Walker and Scott Murray re: same; Email to Rob Tatum re: TSI invoice	0.30 <i>on</i>
04/18/13	JDS	Email to R. Tatum re: TSI invoice for title insurance; Pay supplemental invoice to TSI for title update; Letter to TSI	0.10 <i>or</i>
04/25/13	JDS	Email from Grant Walker re: documents	0.10
04/29/13	JDS	Email from G. Walker re: revisions; Reply email	0.10
Total Fees			5,447.50

Disbursements		
Date	Description	Amount
	Photocopies	18.00
	Postage	3.42
04/05/13	Filing Fee; filing fee for Warranty Deed; Forrest Co. Chancery Clerk	11.00
04/09/13	Filing Fee; filing fee for Deed of Trust ; Forrest Co. Chancery Clerk	31.00
04/18/13	Title Update; title update fee; TSI-Title Services, LLC	75.00
Total Disbursements		138.42

Total Current Fees and Disbursements	5,585.92
Total Current Charges	5,585.92
Balance Forward	4,586.26
Total Amount Due	10,172.18

off site 9.45 hrs

*0.75 * 190 = 142.50
8.70 * 225 = 1957.50
30% of Dish. 41.53
\$ 2,141.03*

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Tatum Capital, LLC
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Re: Whispering Pines Retirement Community

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Fee Recap

	Hours	Rate/Hour	Amount
Joe D. Stevens	14.90	240.00	3,576.00
Damon G. Carpenter	1.50	190.00	285.00

Fees

Date	Atty	Description	Hours
06/03/13	JDS	Conference call with R. Tatum, C. Sidwa, B. Presley, etal re: Tax exemption procedures	0.30 1/2 off/on
06/03/13	JDS	Phone conference with S. Rogers re: Po's to vendors and delivery tickets; Email to R. Tatum and ICI personnel re: contact with Department of Revenue	0.30 1/2 off/on
06/11/13	JDS	Email from Daniel Jussely re: Authorized Signatory Resolution needed; Reply email	0.10 on
06/11/13	JDS	Draft Written Consent naming Authorized Signatory	0.60 on
06/12/13	JDS	Email from G. Ware at Trustmark re: title commitment need; Reply; Email to Perry Phillips re: title	0.10 off
06/12/13	JDS	Finalize Written Consent/Resolution for Authorized Representative; Email to D. Jussely	0.20 on
06/12/13	JDS	Emails from P. Phillips at TSI re: Title update; legal description; Email to G. Ware at Trustmark	0.10 off
06/20/13	JDS	Email from B. Waddle at BancorpSouth re: title update; Reply email	0.10 on
06/25/13	JDS	Email from R. Tatum re: Title Commitment; Survey; Reply email	0.10 on
07/02/13	JDS	Email from R. Tatum re: Trustmark TIF loan; Email to R. Tatum re: TIF; Email from R. Tatum re: closing date	0.10 off
07/03/13	JDS	Review Loan Agreement, Promissory Note, Security Agreement, Guaranty and Deed of Trust; note corrections	3.00 off
07/03/13	JDS	Prep Written Consent Adopting Resolution Authorizing Borrowing and Designating Signatories	1.20 off
07/03/13	JDS	Prep Written Consent Authorizing Pledge of Real Estate and Designating Signatory	0.80 off
07/03/13	JDS	Email to Rob Tatum re: overview of loan documents	1.00 off
07/09/13	JDS	Emails from R. Tatum re: property ownership issue; Reply email; Search file and survey; Email to R. Tatum	0.20 off
07/09/13	JDS	Email from R. Tatum re: access easements; Review legal description	0.20 off
07/09/13	JDS	Email to R. Tatum re: easements	0.10 off
07/09/13	JDS	Emails from R. Tatum and G. Ware at Trustmark	0.10 off
07/10/13	JDS	Phone conference with B. Waddle re: Corp Resolutions for other entities needed	0.10 off
07/10/13	JDS	Revise loan documents	0.30 off
07/11/13	JDS	Finalize Resolutions for Trustmark TIF loan; Email to R. Tatum and G. Ware re: Resolutions	0.10 off
07/15/13	JDS	Email from B. Waddle re: Resolution; Reply email	0.10 on
07/15/13	JDS	Phone conference with Rob Tatum re: title issues need to be addressed	0.10 off
07/15/13	JDS	Emails from G. Ware re: title commitment correction needed	0.10 off
07/15/13	JDS	Email from R. Tatum re: title commitment	0.10 off

WISE CARTER CHILD & CARAWAY

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Date	Atty	Description	Hours
07/15/13	JDS	Email from R. Tatum re: loan documents	0.10 off
07/15/13	JDS	Gather documents to explain access easement; Email to Perry Phillips and J. Scott at TSI re: documents	0.20 off
07/15/13	JDS	Emails from R. Tatum re: loan documents; Title commitment; Reply email	0.10 off
07/15/13	JDS	Phone conference with P. Phillips re: Title	0.20 off
07/16/13	JDS	Email from R. Tatum re: indemnity	0.10 off
07/16/13	JDS	Review redlined loan documents and email to R. Tatum	0.30 off
07/16/13	JDS	Emails from B. Tatum	0.10 on
07/16/13	JDS	Email from J. Scott re: title commitment (revised version); Review same	0.10 off
07/16/13	JDS	Email to J. Scott re: access easements; Email from J. Scott re: survey supplied to her	0.10 off
07/16/13	JDS	Email from G. Ware re: Resolution; Reply email	0.10 off
07/16/13	JDS	Emails from G. Ware and R. Tatum	0.10 off
07/16/13	JDS	Email to R. Tatum re: survey	0.10 off
07/16/13	JDS	Phone conference with R. Tatum and surveyor re: survey revisions needed; Email from R. Tatum	0.10 off
07/16/13	JDS	Revise Resolution (Whispering Pines Retirement Community, LLC)	0.10 off
07/16/13	JDS	Email to G. Ware re: Resolution	0.10 off
07/16/13	JDS	Emails from G. Ware re: Resolutions under review; Title Affidavits	0.10 off
07/16/13	JDS	Email to G. Ware re: Resolution will be revised as requested; legal description; Email from G. Ware	0.10 off
07/16/13	JDS	Email from R. Tatum; Email to R. Tatum	0.10 off
07/16/13	JDS	Email from G. Ware re: loan documents; Email from R. Tatum re: survey; Email from J. Anglin	0.10 off
07/16/13	JDS	Email to J. Anglin re: legal description and drawings; Email from J. Anglin	0.10 off
07/16/13	JDS	Prep Exhibit A legal description	0.10 off
07/16/13	JDS	Phone conference with J. Anglin re: legal	0.10 off
07/16/13	JDS	Email from R. Tatum; Reply email; Emails to R. Tatum re: Resolutions	0.10 off
07/16/13	JDS	Email to R. Tatum re: BancorpSouth Resolution	0.10 on
07/17/13	JDS	Review and reply to email from R. Tatum re: legal description	0.10 off
07/17/13	JDS	Review Gap Indemnity and Owner/Seller Affidavit submitted by title company; Email to J. Scott at TSI as to what facts led to Gap Indemnity request; Email from J. Scott; Reply email	0.30 off
07/17/13	JDS	Emails from J. Anglin re: revised survey and legal description; Reply email	0.10 off
07/17/13	JDS	Phone conference with R. Tatum re: loan document execution; affidavit; Email to R. Tatum	0.10 off
07/17/13	JDS	Phone conference with R. Tatum re: UPS package of loan documents not received; documents needed by title company	0.10 off
07/17/13	JDS	Email from R. Tatum re: executed Gap Indemnity and Owner Affidavit	0.10 off
07/18/13	JDS	Email from R. Tatum re: Easement; Email to J. Scott re: Easements; Email to R. Tatum	0.10 off
07/18/13	JDS	Email from G. Ware; Email from J. Scott re: revised title commitment	0.10 off
07/18/13	JDS	Review executed Deed of Trust and affix proper legal description	0.20 off

WISE CARTER CHILD & CARAWAY

Tatum Capital, LLC
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Date	Atty	Description	Hours
07/18/13	JDS	Review indemnity and affidavits; Review Resolutions	0.10 off
07/18/13	JDS	Begin prep of Easement from ALF to Retirement Community	0.20 off
07/18/13	JDS	Email from Damon Carpenter; Email to R. Tatum re: execution of Easement; Review report of execution; order filing	0.10 off
07/18/13	JDS	Review filed documents; Email to J. Scott and G. Ware re: Deed of Trust; Revise acknowledgement for Easement; Emails to R. Tatum re: BancorpSouth Resolution	0.30 off
07/18/13	JDS	Email from J. Scott; Email from R. Tatum; Reply email	0.10 off
07/18/13	DGC	Draft easement and arrange for recording; Meeting with client to execute documents	1.50 off
07/19/13	JDS	Office conference with B. Tatum re: Resolution	0.10 off
07/19/13	JDS	Receive filed stamped copy of Easement; Email to Trustmark and TSI	0.10 off
07/30/13	JDS	Email from TSI re: Title Policy; Reply email; Review same	0.20 off
07/31/13	JDS	Email to Perry Phillips at TSI re: Title Policy legal description doesn't match legal in Deed of Trust; Email from TSI re: Title Policy legal description	0.10 off
07/31/13	JDS	Email from D. Stringer at TSI; Email to D. Stringer re: legal description	0.10 off
Total Fees			3,861.00

Disbursements		
Date	Description	Amount
	Photocopies	0.60
07/25/13	Filing Fee; Deed of Trust; Forrest Co. Chancery Clerk	20.00
07/25/13	Filing Fee; easement; Forrest Co. Chancery Clerk	12.00
Total Disbursements		32.60

Total Current Fees and Disbursements	3,893.60
Total Current Charges	3,893.60
Balance Forward	11,754.18
Total Amount Due	15,647.78

offsite 14.70
 1.5 * 190 = 285.00
 13.20 * 240 = 3168.00
 3453.00
 + 30% of Disb 9.78
 \$ 3462.78

WISE CARTER CHILD & CARAWAY

Tatum Capital, LLC
I.D. 10040-36972 - JDS
Re: Whispering Pines Retirement Community

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Fee Recap

	Hours	Rate/Hour	Amount
Joe D. Stevens	0.90	240.00	216.00

BANCORP

Fees

Date	Atty	Description	Hours
08/01/13	JDS	Phone conference with B. Waddle re: Corp Resolution; Met with B. Waddle to deliver Resolution	0.20
08/07/13	JDS	Receive and review correspondence from Chancery Clerk re: Easements for ALF ingress/egress	0.10 ON
08/07/13	JDS	Review correspondence from TSI re: Title Policy (ALF)	0.10 ON
08/07/13	JDS	Letter to R. Tatum re: original Easement	0.20 ON
08/08/13	JDS	Deliver Title Policy to B. Waddle at BancorpSouth; Email to B. Waddle	0.10 ON
08/13/13	JDS	Email from J. Scott at TSI re: final title work; inquiry about easements; Reply email re: easement	0.20 ON

Total Fees

216.00

-43.20

Disbursements

Date	Description	Amount
	Photocopies	5.80
	Postage	0.46

Total Disbursements

6.26

Total Current Fees and Disbursements

222.26

Total Current Charges

222.26

Balance Forward

15,647.78

Total Amount Due

15,870.04

2 hrs * 240 = 48⁰⁰
30% of Dish. 1.88

49.88

WISE CARTER CHILD & CARAWAY

Tatum Capital, LLC
I.D. 10040-36972 - JDS
Re: Whispering Pines Retirement Community

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Fee Recap

	Hours	Rate/Hour	Amount
M. Kathleen Sullivan	0.30	150.00	45.00
Joe D. Stevens	6.30	240.00	1,512.00

Fees

Date	Atty	Description	Hours
05/02/13	JDS	Conference with G. Walker at BancorpSouth re: status X	0.30
05/02/13	JDS	Phone conference with Ted Webb, Grant Walker and Benny Waddle re: agreement X reached on sales tax savings and Development Fee; front end equity	0.20
05/02/13	JDS	Phone conference with S. Murray re: Sales tax savings; equity X	0.10
05/07/13	JDS	Revise Agreement relating to sales tax savings and Development Fee; Email to Grant Walker re: Agreement	0.10 ON
05/08/13	JDS	Emails from Grant Walker re: loan details agreed to with R. Tatum; Reply	0.20 ON
05/15/13	JDS	Email from R. Tatum re: TIF loan commitment by Trustmark; Reply email	0.10 off
05/15/13	JDS	Email from R. Tatum re: Operating Agreements; Reply email; Review loan commitment letter	0.10 off
05/15/13	JDS	Collect requested documents and order Certificate of Existence; Email to Sam Keyes re: Interlocal Agreement	0.50 ON
05/15/13	JDS	Email to R. Tatum re: legal description; Email from R. Tatum re: no interlocal agreement; Review legal description	0.20 ON
05/15/13	MKS	Receive and review e-mail from JDS regarding obtaining Certificate of Existence and several telephone calls to MS Secretary of State regarding same.	0.20 ON
05/16/13	JDS	Email from R. Tatum re: Interlocal Agreement; Email from S. Keyes re: Interlocal Agreement; Reply email	0.10 ON
05/16/13	JDS	Email to R. Tatum et al; re: Certificate of Existence; Interlocal Agreement status	0.10 ON
05/16/13	JDS	Email from Gretchen Ware at Trustmark re: legal description; Email to R. Tatum re: legal	0.10 off
05/16/13	JDS	Phone conference with D. Jussely	0.10 ON
05/16/13	JDS	Review file for legal, TICA; Email to Surveyor; Email to Bobby Tatum re: TICA; Email from B. Tatum	0.40 ON
05/16/13	MKS	Telephone call to MS Secretary of State's office regarding Certificate of Existence not being available/ready for pick up when ordered previous afternoon.	0.10 ON
05/17/13	JDS	Email from R. Blackwell re: legal for NH site; Reply email	0.10 off
05/17/13	JDS	Email from Jeremy Ryals re: legal description for NH site; Reply email	0.10 off
05/17/13	JDS	Email to G. Ware at Trustmark re: legal description	0.10 off
05/17/13	JDS	Email from J. Ryals re: drawing; Reply email; Email to G. Ware	0.10 off
05/20/13	JDS	Email from S. Murray re: Draws and draw schedule X	0.10 ON
05/24/13	JDS	Email from R. Tatum re: Tax exemption issue; Reply email	0.10 ON
05/28/13	JDS	Phone conference with R. Tatum re: sales tax issue	0.20 1/2
05/28/13	JDS	Phone conference with Chris Swida re: sales tax credit situation; Email to R. Tatum re:	0.20 1/2

*He was hitting, or taking his son
we were at blackberry*

WISE CARTER CHILD & CARAWAY

Tatum Capital, LLC
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Re: Whispering Pines Retirement Community

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Date	Atty	Description	Hours
		status	
05/29/13	JDS	Emails from R. Tatum re: contact with ICI; Stephanie Rogers and Mark Mitchell; Reply email	.05 (0.10) 1/2
05/29/13	JDS	Phone conference with Rob Tatum re: Sales Tax Credit issues	.05 (0.10) 1/2
05/29/13	JDS	Phone conference with Stephanie Rogers at Department of Revenue re: sales tax incentives for healthcare zone	.10 (0.20) 1/2
05/29/13	JDS	Review Sales Tax Incentive materials from Department of Revenue	.15 (0.30) 1/2
05/29/13	JDS	Email to R. Tatum re: sales tax; Email from R. Tatum	.05 (0.10) 1/2
05/30/13	JDS	Phone conference with R. Tatum re: Sales Tax issue	.15 (0.30) 1/2
05/30/13	JDS	Phone conference with Chris Sidwa with ICI re: Sales Tax documentation needs	.15 (0.30) 1/2
05/30/13	JDS	Phone conference with R. Tatum re: ICI's position on sales tax issue	.05 (0.10) 1/2
05/30/13	JDS	Draft procedures for ICI to use in purchasing materials	.20 (0.40) 1/2
05/30/13	JDS	Draft Procedures for Subcontractors to use in purchasing materials	.15 (0.30) 1/2
05/30/13	JDS	Emails to R. Tatum re: Procedures	.05 (0.10) 1/2
05/30/13	JDS	Email from C. Sidwa	.05 (0.10) 1/2
05/31/13	JDS	Email from R. Tatum; Phone conference with R. Tatum re: Tax Exemption Procedures	.05 (0.10) 1/2
05/31/13	JDS	Email to C. Sidwa re: procedures	.05 (0.10) 1/2
05/31/13	JDS	Email from B. Presley re: Tax procedure concern	.05 (0.10) 1/2
Total Fees			1,557.00

Disbursements

Date	Description	Amount
05/15/13	Certificate of Existence; Certificate of Existence for Whispering Pines Retirement Community, LLC; Secretary of State	25.00
Total Disbursements		25.00

Total Current Fees and Disbursements 1,582.00

Total Current Charges	1,582.00
Balance Forward	10,172.18
Total Amount Due	11,754.18

Handwritten:
3.2 hrs. 5/24 - 5/31
16 6/3

Handwritten calculations:
 $2.85 \times 240 = \$684.00$
 $30\% \text{ of Disbursements} = 7.50$
 $\$691.50$

WISE CARTER CHILD & CARAWAY

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Fee Recap

	Hours	Rate/Hour	Amount
M. Kathleen Sullivan	0.60	140.00	84.00
Joe D. Stevens	20.20	225.00	4,545.00
Damon G. Carpenter	13.20	190.00	2,508.00

Fees

Date	Atty	Description	Hours
03/01/13	JDS	Email from R. Tatum re: EIN; Reply email; Email from D. Jussely	0.10
03/01/13	JDS	Email from S. Murray re: executed copy of updated loan commitment letter	0.10
03/03/13	JDS	Review loan package received from Scott Murray	0.50
03/04/13	JDS	Email from Rob Tatum re: Operating Agreement; Development Agreement; Status inquiry; Reply email; Email from D. Jussely re: EIN for ALF obtained	0.10
03/05/13	JDS	Email from R. Tatum; Reply email re: Craigs entity and participants	0.10
03/05/13	JDS	Email from R. Tatum; Reply email re: W. P. Development	0.10
03/05/13	JDS	Email from R. Tatum re: individual vs. entity membership; Email to R. Tatum re: individual membership; Email from R. Tatum re: entities	0.10
03/06/13	JDS	Emails from R. Tatum re: Contractor Agreement; ownership interests; Email to Damon Carpenter; Email from R. Tatum re: Development Agreement	0.20
03/06/13	JDS	Email from S. Keys re; Development Agreement approved	0.10
03/06/13	JDS	Email to R. Tatum re: LLC Agreements	0.10
03/06/13	JDS	Email from R. Tatum to Grant Walker at BancorpSouth re: TIF status	0.10
03/07/13	JDS	Emails from R. Tatum re: Operating Agreement/TIF	0.10
03/07/13	DGC	Review revised AIA contract documents received from contractor and email correspondence re: same	1.50
03/08/13	JDS	Email from R. Tatum re: AIA contracts and operating agreements	0.10
03/09/13	JDS	Email to R. Tatum; Review reply; Email to R. Tatum	0.80
03/09/13	JDS	Email from Rob Tatum re: sales tax; Reply email	0.10
03/09/13	JDS	Email from Rob Tatum; Reply email	0.10
03/11/13	DGC	Review revised draft LLC Operating Agreement and separate Member Distribution Agreement; Email correspondence re: drafts; Call with Scott Murray re: title work for closing; Revise AIA documents and email comments to client re: same	2.00
03/11/13	JDS	Email from R. Tatum re: Development Agreement; Reply; Email from Damon Carpenter re: S. Murray from BancorpSouth Bank called; Reply email	0.10
03/11/13	JDS	Email from Damon Carpenter to R. Tatum re: updated LLC Operating Agreement and Additional Agreement on Development Fees	0.10
03/11/13	JDS	Email from Damon Carpenter re: Murray; Reply; Email from R. Tatum; Email from Damon Carpenter	0.10
03/11/13	JDS	Email from S. Keyes re: Development Agreement; Email from Damon Carpenter re: percentages; Email from R. Tatum re: Litigation vs. Arbitration	0.10
03/11/13	JDS	Email from Damon Carpenter re: redlined AIA documents	0.10

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Date	Atty	Description	Hours
03/12/13	DGC	Call with counsel for contractor ICI re: AIA documents	0.70
03/13/13	JDS	Email from Damon Carpenter re: AIA contracts; Reply email	0.10
03/13/13	JDS	Emails from Rob Tatum; Email from Damon Carpenter	0.10
03/15/13	JDS	Receive and review Title Opinion; Email to TSI re: last page missing; Review reply email with last page; Email to BancorpSouth Bank	0.10
03/15/13	JDS	Email from S. Murray re: title insurance; Reply email; Email from S. Murray re: legal description; Reply; Email from G. Walker	0.10
03/15/13	DGC	Work on AIA contractor document issues; Conference with JDS and call with client re: same	1.00
03/18/13	JDS	Phone conference with Debbie at TSI re: loan amount for title commitment	0.10
03/18/13	JDS	Review emails between Damon Carpenter and attorney for contractor; Email to R. Tatum re: status inquiry	0.10
03/18/13	JDS	Phone conference with R. Tatum re: status	0.20
03/18/13	JDS	Email from R. Tatum re: Title Insurance; Reply email	0.10
03/18/13	JDS	Email from TSI re: Title Insurance; Email from R. Tatum; Email to R. Tatum	0.10
03/19/13	JDS	Phone conference with Debbie at TSI re: Title Commitment	0.10
03/19/13	JDS	Review Bank commitment; Call to S. Murray - left message to return call; Call to Debbie at TSI re: liens	0.20
03/19/13	JDS	Email from R. Tatum re: MDA	0.10
03/20/13	JDS	Email from TSI re: title commitments; Email to BancorpSouth Bank re: same	0.10
03/20/13	JDS	Phone conference with B. Waddle re: title policy	0.10
03/20/13	JDS	Email from TSI re: premises; Reply email; Email from S. Murray re: title policy	0.10
03/21/13	JDS	Email from R. Tatum re: title insurance status; Email to R. Tatum re: status of title insurance	0.10
03/21/13	JDS	Phone conference with S. Murray re: loans; plat of project	0.10
03/21/13	JDS	Phone conference with R. Tatum re: Sales tax exemption; MDA; Structural option	0.20
03/21/13	JDS	Phone conference with L. Leyens re: MDA tax exemption option	0.20
03/21/13	JDS	Emails from R. Tatum and C. Thomas; Reply email	0.10
03/21/13	JDS	Emails from C. Thomas and R. Tatum re: meeting to discuss entities and sales tax exemptions; Reply email	0.10
03/22/13	JDS	Email from Debbie Stringer at TSI re: title insurance issues; Email to BancorpSouth re: title premium split between 3 commitments	0.10
03/22/13	JDS	Emails from S. Murray to B. Waddle re: title commitments	0.10
03/22/13	JDS	Phone conference with S. Murray re: structure	0.10
03/22/13	JDS	Email from S. Murray re: plat; Office conference with Rob Tatum for conference call with C. Thomas et al	0.80
03/22/13	JDS	Emails from R. Tatum re: ALF; Survey/legals needed	0.10
03/24/13	JDS	Certificate of Formation and Exhibit A for Whispering Pines Nursing Home, LLC	0.30
03/25/13	MKS	Review e-mail from JDS regarding certificate of formation.	0.10
03/25/13	MKS	Travel to MS Secretary of State's office to file Certificate of Formation.	0.40
03/25/13	JDS	Review emails from R. Tatum re: ICI AIA Contracts; ALF Operating Agreement	0.10
03/25/13	JDS	Email to Kathy Sullivan re: filing of Certificate of Formation for Whispering Pines	0.10

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Date	Atty	Description	Hours
		Nursing Home, LLC	
03/25/13	JDS	Email from R. Blackwell re: common area land; Email from R. Tatum	0.10
03/25/13	JDS	Prep Operating Agreement for ALF	1.50
03/25/13	JDS	Email from S. Murray re: Contractor's consent; Email from R. Tatum re: Nursing Home; Reply email	0.10
03/25/13	JDS	Email to R. Tatum re: common area; Email from R. Tatum; Email from Kathy Sullivan re: Certificate of Formation; Email to R. Tatum	0.10
03/25/13	JDS	Email from R. Tatum re: EINs for entities; Email to R. Tatum re: ALF Operating Agreement	0.10
03/25/13	JDS	Email from R. Tatum re: R. Blackwell; Reply email; Email from R. Tatum re: AIA	0.10
03/26/13	JDS	Phone conference with Ronnie Blackwell re: legal description needed	0.10
03/26/13	JDS	Review prior survey and deed; Call to Ronnie Blackwell - left message on roadway issue; Phone conference with Ronnie Blackwell re: roadway; Email from R. Tatum; Email from L. Leyens	0.10
03/26/13	JDS	Email from S. Murray re: consent form; Email from R. Tatum re: title	0.10
03/26/13	JDS	Email to R. Tatum re: title status	0.10
03/26/13	JDS	Phone conference with Scott Murray at BancorpSouth re: status update	0.20
03/26/13	JDS	Receive report from Damon Carpenter re: ICI AIA documents; Email from Damon Carpenter re: AIA documents; Review reply from R. Tatum	0.10
03/26/13	JDS	Email from R. Tatum re: Operating Agreement; Reply email; Emails from R. Tatum and B. Tatum	0.10
03/26/13	DGC	Call with Daniel re: AIA documents and revisions to operating agreements	3.00
03/27/13	JDS	Email from D. Stringer at TSI re: title commitments found; Reply	0.10
03/27/13	JDS	Phone conference with Scott Murray re: ILF site and possibility of non-inclusive of same in deed of trust	0.10
03/27/13	JDS	Email from Damon Carpenter re: AIA documents; Reply email; Email from Damon Carpenter to D. Surratt re: AIA documents	0.10
03/27/13	JDS	Email from S. Murray re: checklist; Email from R. Tatum re: AIA documents	0.10
03/27/13	JDS	Finalize Retirement LLC Operating Agreement; Member Agreement; and Development LLC Operating Agreement; Email to R. Tatum; Emails re: ILF site	0.30
03/27/13	JDS	Email from P. Ball re: legal description; Email to R. Tatum re: legals; Email to TSI	0.10
03/27/13	JDS	Prep Development Services Agreement; Email to R. Tatum	0.70
03/27/13	JDS	Prep Warranty Deed; Email to R. Tatum	0.60
03/27/13	JDS	Emails re: legal description; Email from Damon Carpenter re: AIA	0.10
03/27/13	JDS	Email from Damon Carpenter re: ICI attorney's comments to AIA documents; Email from TSI; Reply	0.10
03/27/13	DGC	Continue revising AIA draft documents; Revise LLC Operating Agreement; Call with clients re: status of documents	2.20
03/28/13	DGC	Revise AIA drafts and email correspondence re: same; Review conditional release exhibits	2.80
03/28/13	JDS	Email from D. Jussely re: executed Operating Agreements; Email from R. Tatum re: legal description	0.10

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Date	Atty	Description	Hours
03/28/13	JDS	Email from R. Tatum re: Warranty Deed; Reply email	0.10
03/28/13	JDS	Emails from Damon Carpenter and R. Tatum re: AIA documents	0.10
03/28/13	JDS	Emails from R. Tatum and Damon Carpenter re: gross max price issue	0.10
03/28/13	JDS	Phone conference with Scott Murray re: ILF	0.10
03/28/13	JDS	Office conference with Scott Murray and Grant Walker at BancorpSouth re: loan issue; organization and ownership	1.50
03/28/13	JDS	Email from Damon Carpenter re: Contractor Consent; Email from D. Surratt re: AIA documents	0.10
03/28/13	JDS	Email from Damon Carpenter re: revisions to AIA; Email from D. Jussely re: revision to Development Services Agreement	0.10
03/28/13	JDS	Emails from R. Tatum and D. Surratt re: audit rights and pricing issues	0.10
03/28/13	JDS	Email to Scott Murray re: legal description	0.10
03/28/13	JDS	Email to S. Murray re: changes to Contractor's Consent	0.10
03/28/13	JDS	Phone conference with R. Tatum re: status	0.10
03/29/13	MKS	UCC searches re: Whispering Pines ALF, LLC and Whispering Pines Retirement Community, LLC.	0.10
03/29/13	JDS	Email to Kathy Sullivan re: UCC Search request; Review reply	0.10
03/29/13	JDS	Review emails from D. Summitt, R. Tatum and D. Summitt re: ICI	0.10
03/29/13	JDS	Continue drafting of Loan and Security Agreement	4.30
03/29/13	JDS	Phone conference with D. Jussely re: D of Rev. form; loan issues	0.10
03/29/13	JDS	Phone conference with S. Murray re: full legal needed for Flood Certificate	0.10
03/29/13	JDS	Email to S. Murray; Review reply	0.10
03/29/13	JDS	Email from S. Murray re: closing requirements; Reply email; Email from S. Murray re: Verification of financing	0.10
03/29/13	JDS	Receive UCC Search results; Email to S. Murray	0.10
Total Fees			7,137.00

Disbursements			
Date	Description		Amount
03/25/13	Filing Fee; certificate of formation; Secretary of State		50.00
03/28/13	Title Update; title update; TSI-Title Services, LLC		75.00
	Photocopies		0.60
	Postage		0.46
Total Disbursements			126.06

Total Current Fees and Disbursements	7,263.06
Total Current Charges	7,263.06
Balance Forward	7,323.20
Total Amount Due	14,586.26

15.80

7.20 * 190
8.60 * 225
209 126.06

3,340.82

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Fee Recap

	Hours	Rate/Hour	Amount
M. Kathleen Sullivan	0.20	140.00	28.00
Joe D. Stevens	6.80	225.00	1,530.00
Damon G. Carpenter	3.00	190.00	570.00

Fees

Date	Atty	Description	Hours	
02/01/13	JDS	Phone conference with Sam Keyes re: Development Agreement; Amendment of TIF Plan	0.30	✓
02/01/13	JDS	Emails from Rob Tatum re: contracts; Development Agreement; Phone conference with Rob Tatum - left message to return call	0.10	✓
02/06/13	JDS	Emails from Daniel Jussley and R. Tatum; Reply emails	0.20	
02/06/13	DGC	Review AIA draft contract for retirement facility construction	2.00	
02/07/13	JDS	Review AIA Contracts notes	0.30	
02/08/13	JDS	Email from R. Tatum; Reply email; Email from R. Tatum re: AIA docs; Reply	0.10	
02/12/13	JDS	Email from R. Tatum; Reply email; Met with Damon Carpenter re: AAA contract revision	0.10	
02/12/13	JDS	Review changes made to AIA documents; Note additional revisions needed	0.30	
02/12/13	DGC	Revise AIA drafts	0.60	
02/13/13	JDS	Revise Development Agreement	0.20	✓
02/13/13	JDS	Revise AIA documents	0.20	
02/14/13	JDS	Office conference with R. Tatum, C. Tatum and D. Jussley re: Development Agreement; Assisted Living facility; Independent Living facility and related topics	1.00	✓
02/14/13	JDS	Prep Certificate of Formation for Whispering Pines ALF, LLC and Exhibit A	0.20	
02/14/13	JDS	Prep Certificate of Formation for Whispering Pines ILF, LLC and Exhibit A	0.20	
02/14/13	JDS	Email Certificates of Formation to Kathy Sullivan for filing with Secretary of State	0.10	
02/15/13	DGC	Research re: Health Care Incentive tax issue; Call to Mississippi Development Authority re: same	0.40	
02/15/13	JDS	Research on Health Care Industry zone qualifications criteria	0.20	
02/15/13	JDS	Met with Damon Carpenter re: AIA documents	0.10	
02/15/13	JDS	Review redline changes to AIA documents; Make revisions	0.80	
02/15/13	JDS	Revise Development Agreement	0.10	✓
02/15/13	JDS	Email to S. Keyes re: Development Agreement; Review reply	0.10	✓
02/15/13	JDS	Email from D. Jussley re: new LLC's ; Reply email re: LLC's filed	0.10	
02/15/13	JDS	Email to R. Tatum and D. Jussley re: Development Agreement status; Review and reply from R. Tatum	0.10	✓
02/15/13	JDS	Email from R. Tatum; Reply email re: AIA documents; Email to R. Tatum and D. Jussley re: AIA Construction Contracts.	0.10	
02/15/13	MKS	Travel to MS Secretary of State's Office to file Certificates of Formation for Whispering	0.20	

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Date	Atty	Description	Hours
		Pines ILF, LLC and Whispering Pines ALF, LLC.	
02/19/13	JDS	Email from R. Tatum; Reply email re: Development Agreement	0.10 ✓
02/20/13	JDS	Phone conference with S. Keyes re: Development Agreement	0.30 ✓
02/20/13	JDS	Email to Rob Tatum and D. Jussely re: Development Agreement approved	0.10 ✓
02/20/13	JDS	Email from S. Keyes re: Development Agreement; Reply email; Email from S. Keyes re: Development Agreement.	0.10 ✓
02/21/13	JDS	Email from R. Tatum; Review Secretary of State's website; Email to R. Tatum	0.10
02/21/13	JDS	Email from D. Jussely; Review data on Secretary of State website; Email to D. Jussely, R. Tatum and C. Tatum re: filed docs for ALF and ILF, LLCs	0.10
02/22/13	JDS	Email from R. Tatum re: change in % interest ownership; Reply email	0.10
02/22/13	JDS	Phone conference with S. Keyes re: estimated completion date for Phase I needed	0.10
02/22/13	JDS	Email to R. Tatum and D. Jussely re: ALF completion estimate needed	0.10
02/22/13	JDS	Phone conference with D. Jussely re: number of Members in LLC; Email from Rob Tatum re: completion date estimate; Email to S. Keyes.	0.10
02/22/13	JDS	Email from S. Keyes re: submission to City; Email to R. Tatum et al	0.10 ✓
02/25/13	JDS	Email from R. Tatum re: which entity to borrow money for TIF and which for construction of ALF	0.10 ✓
02/27/13	JDS	Phone conference with Sam Keyes re: Development Agreement Exhibit A	0.10 ✓
02/27/13	JDS	Prep Exhibit A for Development Agreement; E mail to D. Jussely and R. Tatum; Email from D. Jussely re: Exhibit A; EIN; Reply email.	0.20 ✓
02/27/13	JDS	Email to Sam Keyes re: Exhibit A; Review reply	0.10
02/28/13	JDS	Email from S. Murray re: loan packet for Retirement Community loan	0.10
Total Fees			2,128.00

Disbursements		
Date	Description	Amount
02/15/13	Filing Fee; certificate of formation; Secretary of State	25.00
02/15/13	Filing Fee; certificate of formation; Secretary of State	50.00
02/15/13	Filing Fee; certificate of formation; Secretary of State	50.00
Total Disbursements		125.00

Total Current Fees and Disbursements	2,253.00
Total Current Charges	2,253.00
Balance Forward	5,070.20
Total Amount Due	7,323.20

3.00 hrs @ 225-675⁰⁰
30% of disb. 37.50
712.50

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Fee Recap

	Hours	Rate/Hour	Amount
Joe D. Stevens	11.90	225.00	2,677.50
Damon G. Carpenter	1.20	190.00	228.00

Fees

Date	Atty	Description	Hours
12/03/12	JDS	Email from J. Scott at TSI re: title opinion status	0.10
12/03/12	JDS	Review Development Agreement; Email to Sam Keyes re: Development Agreement	0.20 ✓
12/04/12	JDS	Email from Rob Tatum re: TIF Development Agreement; Reply email	0.10 ✓
12/04/12	JDS	Phone conference with Rob Tatum re: land closing status	0.10
12/05/12	JDS	Email from Rob Tatum re: title inquiry; Reply email; Email to TSI re: title status; Email from Rob Tatum	0.10
12/05/12	JDS	Email from Perry Phillips re: title status; Reply emails re: commitment form requested; Email from Perry Phillips; Reply	0.10
12/05/12	JDS	Email to Rob Tatum re: status	0.10
12/06/12	JDS	Email from Rob Tatum; Email to J. Rodgers at TSI; Review email ; Email to R. Tatum	0.10
12/06/12	JDS	Email from Rob Tatum; Reply email; Email from Rob Tatum	0.10
12/06/12	JDS	Email from Jay Rodgers re: Title Commitment; Email to R. Tatum	0.10
12/07/12	JDS	Review proposed title commitment received from TSI; Email to J. Rodgers re: comments	0.20
12/07/12	JDS	Email from J. Rodgers; Reply email; Email to Rob Tatum	0.10
12/07/12	JDS	Email from Rob Tatum re: purchase of property and financing clarified; Reply email; Email from Rob Tatum	0.10
12/07/12	JDS	Email to J. Rodgers re: title opinion; Email from J. Rodgers re: title opinion; Email to J. Rodgers re: correction needed	0.10
12/07/12	JDS	Email from J. Rodgers re: corrected title opinion; Email to Rob Tatum and Chip Tatum; Email from Rob Tatum; Reply email; Call to Stephanie in Chip's office	0.10
12/07/12	JDS	Email to Rob Tatum; Email from Rob Tatum re: Development Agreement	0.10
12/07/12	JDS	Email to Rob Tatum re: TIF Development Plan Agreement; Email from L. Lyers re: Development Agreement ✓	0.10
12/10/12	JDS	Phone conference with Chip Tatum re: legal description	0.10
12/10/12	JDS	Phone conference with Bobby Tatum re: survey	0.10
12/10/12	JDS	Email from Rob Tatum re: access road; Email to Chip Tatum re: survey	0.10
12/10/12	JDS	Emails from Rob Tatum re: Clearpoint; Email from Rob Tatum re: acreage; Reply email	0.10
12/10/12	JDS	Email from Rob Tatum re: survey work to be done by noon tomorrow; Email to Rob Tatum; Email from Donna Reid re: closing	0.10
12/10/12	JDS	Emails to Rob Tatum re: access road; Email from Rob Tatum re: property lines; Reply email	0.10
12/10/12	JDS	Email from Rob Tatum re: access road drawing; Email to Rob Tatum re: discrepancy; Email from Rob Tatum	0.10

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Date	Atty	Description	Hours
12/11/12	JDS	Email from Rob Tatum re: roadway legal description; Email to Chip Tatum	0.10✓
12/11/12	JDS	Emails from Rob Tatum re: legal description; Reply emails	0.10
12/11/12	JDS	Proof legal description for roadway against survey for Whispering Pines; Email to Rob Tatum re: same	0.20✓
12/11/12	JDS	Phone conference with Rob Tatum re: EIN; signature form; Email to Rob Tatum re: signature form	0.10
12/11/12	JDS		0.10
12/11/12	JDS	Email from D. Reid re: Closing Statement and Warranty Deed; Review same; check legal; Email to all re: corrections; Check data on Secretary of State website; Email from R. Tatum	0.60
12/12/12	JDS	Email from Stephanie Sellers re: revised Warranty Deed; general partners of Land Management	0.10
12/12/12	JDS	Review and proof Warranty Deed; Email to Stephanie Sellers re: corrections	0.30
12/12/12	JDS	Email from Stephanie Sellers re: third draft of Warranty Deed; Closing date inquiry; Review Warranty Deed	0.10
12/12/12	JDS	Email to Stephanie Sellers re: Warranty Deed ok; Email from Rob Tatum	0.10
12/12/12	JDS	Email to Rob Tatum re: survey	0.10
12/13/12	JDS	Email from Rob Tatum re: revised plat	0.10
12/13/12	JDS	Email from Rob Tatum re: Development Agreement; Reply	0.10
12/14/12	JDS	Email from R. Tatum re: closing; Email from R. Tatum re: entity; Reply email	0.10
12/14/12	JDS	Email from R. Tatum re: survey; Proof survey; Email to S. Sellers	0.10
12/14/12	JDS	Email from R. Tatum re: purchase price delivered; Warranty Deed signed; Email from R. Tatum re: developer agent; Reply	0.10
12/14/12	JDS	Emails from R. Tatum re: dev. agree	0.10
12/17/12	JDS	Email to Sam Keyes re: Development Agreement	0.20
12/17/12	JDS	Receive correspondence from Perry Phillips re: Title Opinion and invoice	0.10
12/17/12	JDS	Review proposed Development Services Agreement	0.20
12/18/12	JDS	Review invoice, issue check; Letter to TSI re: payment for title opinion	0.10
12/19/12	JDS	Email to S. Keyes; Review reply; Reply and email to R. Tatum	0.10
12/20/12	JDS	Phone conference with Sam Keyes re: Development Agreement	0.30✓
12/20/12	JDS	Emails from S. Keyes re: Development Agreement; Reply email	0.10
12/20/12	JDS	Email to Rob Tatum re: Development Agreement; Review reply	0.10
12/20/12	JDS	Email to R. Tatum re: Phases limitation; Review reply email	0.10
12/21/12	JDS	Continue revision to Development Agreement; Create Exhibit B to same	0.90
12/21/12	JDS	Email to R. Tatum re: Development Agreement; Email from R. Tatum re: questions	0.10
12/21/12	JDS		0.10
12/27/12	JDS	Work on Development Agreement	0.40
01/04/13	JDS	Email from Rob Tatum re: Development Agreement; Construction contract; HUD Sec 221(d)(4) loan program	0.10
01/04/13	JDS	Email to R. Tatum; Review reply	0.10
01/07/13	JDS	Email from R. Tatum re: Construction contract; Reply email	0.10

WISE CARTER CHILD & CARAWAY

Tatum Capital, LLC
I.D. 10040-36972 - JDS
Re: Whispering Pines Retirement Community

February 15, 2013

Invoice 161423

Page 4

Date	Atty	Description	Hours
01/08/13	DGC	Review proposed/draft AIA forms from contractor	0.50
01/08/13	JDS	Email from Rob Tatum re: AIA form contract; Reply email; Email to Damon Carpenter	0.10
01/08/13	JDS	Email from Rob Tatum; Email to Damon Carpenter re: Contractor comment	0.10
01/08/13	JDS	Email from Damon Carpenter; Email to R. Tatum re: AIA forms	0.10
01/08/13	JDS	Further revise Development Agreement; Email to Rob Tatum re: revised Development Agreement	0.70 ✓
01/10/13	JDS	Emails from Rob Tatum and L. Leyens; Reply email; Revise Exhibit B	0.20 ✓
01/10/13	JDS	Phone conference with Scott Murray at BancorpSouth re: Infrastructure loan	0.40 ✓
01/10/13	JDS	Email to Rob Tatum re: revised Development Agreement; contact with Scott Murray at BancorpSouth	0.20
01/10/13	JDS	Email from Rob Tatum re: changes to Exhibit B; Reply email	0.10
01/10/13	JDS	Review Exhibit B; Email from R. Tatum	0.10
01/10/13	JDS	Review changes; Email to Sam Keyes re: Development Agreement	0.10 ✓
01/11/13	JDS	Emails from R. Tatum re: L. Leyens comments; Review docs	0.10
01/11/13	JDS	Email to R. Tatum re: TIF Plan	0.20 ✓
01/11/13	JDS	Email from R. Tatum re: construction contract language; Reply email	0.10
01/11/13	JDS	Phone conference with R. Tatum re: TIF	0.10
01/11/13	JDS	Email from L. Leyens re: TIF	0.10 ✓
01/11/13	DGC	Review proposed AIA contractor agreement and email correspondence re: same	0.70
01/16/13	JDS	Email from Sam Keyes re: Development Agreement; Reply email	0.10 ✓
01/17/13	JDS	Email from Sam Keyes re: Development Agreement; Email to S. Keyes re: redline does not reflect modifications	0.10 ✓
01/17/13	JDS	Email from S. Keyes office; Reply email; Email to Rob Tatum	0.10 ✓
01/17/13	JDS	Phone conference with Sam Keyes re: Development Agreement; 20 vs. 25 year issue	0.20 ✓
01/17/13	JDS	Email to Rob Tatum re: Development Agreement with S. Keyes' revisions	0.10 ✓
01/22/13	JDS	Phone conference with S. Murray at BancorpSouth re: Development Agreement assignment discussions pre-loan committee meeting	0.10 ✓
01/22/13	JDS	Review redline revisions make to Development Agreement by Sam Keyes	0.10 ✓
01/28/13	JDS	Email from Rob Tatum re: Development Agreement; Status of plans	0.10 ✓
01/31/13	JDS	Phone message from S. Keyes; Email to S. Keyes; Review email from S. Keyes	0.10 ✓

Total Fees **2,905.50**

Disbursements

Date	Description	Amount
12/18/12	Title Update; title opinion fee; TSI- Title Services, LLC	450.00
Total Disbursements		450.00

Total Current Fees and Disbursements **3,355.50**

Total Current Charges **3,355.50**

WISE CARTER CHILD & CARAWAY

Tatum Capital, LLC
 I.D. 10040-36972 - JDS
 Re: Whispering Pines Retirement Community

October 23, 2012

Invoice 158370

Page 2

Fee Recap

	Hours	Rate/Hour	Amount
Joe D. Stevens	3.00	225.00	675.00
Damon G. Carpenter	0.60	190.00	114.00

Fees

Date	Atty	Description	Hours
07/09/12	JDS	Revise Operating Agreement for Whispering Pines Retirement Community, LLC	0.60
07/09/12	JDS	Email correspondence to Rob Tatum re: LLC Agreement; Email from Rob Tatum	0.10
07/19/12	JDS	Review emails from Rob Tatum and Bobby Tatum; Reply email	0.20
07/20/12	JDS	Email from Rob Tatum re: distribution language for no capital call participation	0.10
07/24/12	JDS	Review dilution spreadsheet	0.20
07/30/12	JDS	Phone conference with Rob Tatum re: LLC	0.20
07/31/12	DGC	Begin revising Operating Agreement	0.50
08/01/12	JDS	Conference with Damon Carpenter re: structure of LLC	0.10
08/01/12	DGC	Conference with Joe Stevens re: structure of entities and revisions to operating agreement	0.10
09/20/12	JDS	Email from Rob Tatum re: Development Agreement; Reply email	0.10 ✓
09/21/12	JDS	Review Development Agreement	0.60 ✓
09/21/12	JDS	Make redline changes to Development Agreement; Email to Rob Tatum re: Development Agreement; Email from R. Tatum	0.30 ✓
09/25/12	JDS	Email from R. Tatum; Email from L. Leyens re: TIF Plan	0.10 ✓
09/26/12	JDS	Phone conference with Sam Keyes re: TIF Plan and Development Agreement	0.20 ✓
09/27/12	JDS	Email to Sam Keyes re: Development Agreement; Email from Sam Keyes re: TIF Plan status; Reply email	0.10 ✓
09/28/12	JDS	Email to Rob Tatum and Bobby Tatum re: TIF Development Agreement; LLC meeting	0.10 ✓
Total Fees			789.00

offset - 337.5

Disbursements

Date	Description	Amount
	Photocopies	1.20
	Postage	1.80
Total Disbursements		3.00

Total Current Fees and Disbursements 792.00

Total Current Charges 792.00

30% of Disbursements .90

offset

337.50

338.40

WISE CARTER CHILD & CARAWAY

Tatum Capital, LLC
I.D. 10040-36972 - JDS
Re: Senior Adult PUD

July 17, 2012
Invoice 156347
Page 2

Fee Recap

	Hours	Rate/Hour	Amount
Joe D. Stevens	3.70	225.00	832.50

Fees

Date	Atty	Description	Hours
05/01/12	JDS	Review and reply to email from Rob Tatum re: operating agreement	0.10
05/02/12	JDS	Outline items to address in Operating Agreement	0.20
05/03/12	JDS	Draft LLC Operating Agreement	1.80
05/03/12	JDS	Email to Robert Tatum re: LLC Operating Agreement	0.10
06/05/12	JDS	Email from Rob Tatum; Reply email	0.10
06/21/12	JDS	Email to Rob Tatum re: LLC Agreement review, need to discuss	0.10
06/22/12	JDS	Phone conference with Rob Tatum re: LLC and loan: Email from Rob Tatum; Reply email	0.20
06/25/12	JDS	Office conference with Rob Tatum on LLC structures for retirement community project	1.00
06/26/12	JDS	Review and reply to email from Daniel Jussley re: Whispering Pines	0.10
Total Fees			832.50

Total Current Fees and Disbursements 832.50

Total Current Charges 832.50

General matters
Apply 30%

249.75

WISE CARTER CHILD & CARAWAY

Tatum Capital, LLC
 I.D. 10040-36972 - JDS
 Re: Whispering Pines Retirement Community

November 21, 2012
 Invoice 159263
 Page 2

Fee Recap

	Hours	Rate/Hour	Amount
Joe D. Stevens	3.70	225.00	832.50

Fees

Date	Atty	Description	Hours
10/04/12	JDS	Office conference with Bobby Tatum, Rob Tatum, D. Jussley and C. Tatum	0.90
10/04/12	JDS	Email from Rob Tatum re: bank commitment letter; Reply email	0.10
10/04/12	JDS	Email from Rob Tatum re: Purchase Agreement	0.10
10/05/12	JDS	Review BancorpSouth Loan Commitment letter; Review Purchase Agreement (Land Management); Review TIF Plan	0.80 ✓
10/05/12	JDS	Email to Rob Tatum and Bobby Tatum and D. Jussely re: TIF Project	0.30 ✓
10/05/12	JDS	Email from Rob Tatum re: loan commitment extension; Reply email	0.10
10/05/12	JDS	Conference call with Rob Tatum and L. Leyens re: TIF Plan	0.50 ✓
10/15/12	JDS	Email from Rob Tatum; Reply email; Review TIF materials; Email from Rob Tatum	0.30 ✓
10/16/12	JDS	Revise LLC Operating Agreement; Email to Rob Tatum re: LLC Operating Agreement	0.40
10/16/12	JDS	Email to Rob Tatum re: LLC Operating Agreement	0.10
10/29/12	JDS	Email to S. Keyes re: Development Agreement; Email from Sam Keyes; Reply email	0.10 ✓

Total Fees **832.50**

TIF 427.50

Total Current Fees and Disbursements **832.50**

Total Current Charges **832.50**

Balance Forward **792.00**

Total Amount Due **1,624.50**

WISE CARTER CHILD & CARAWAY

Tatum Capital, LLC
I.D. 10040-37195 - JDS
Re: Whispering Pines Development, LLC

November 21, 2012
Invoice 159264
Page 2

Fee Recap

	Hours	Rate/Hour	Amount
Joe D. Stevens	0.40	225.00	90.00
Damon G. Carpenter	1.40	190.00	266.00

Fees

Date	Atty	Description	Hours
10/18/12	JDS	Review and receive LLC Operating Agreement	0.20
10/18/12	DGC	Revise Whispering Pines Development operating agreement	1.40
10/19/12	JDS	Email to Rob Tatum re: Operating Agreement Draft	0.10
10/23/12	JDS	Email from R. Tatum re: Jussely; Reply e mail; Email from R. Tatum	0.10
Total Fees			356.00

Total Current Fees and Disbursements 356.00

Total Current Charges 356.00

Balance Forward 326.50

Total Amount Due 682.50

general matters
30% 106.80

WISE CARTER

WISE CARTER CHILD & CARAWAY, P.A.
ATTORNEYS AT LAW

401 E. Capitol Street, Ste 600
P.O. Box 651
Jackson, MS 39205
601-968-5500
Fed. Tax I.D. #64-0647492

PD 10/18

Tatum Capital, LLC
Attn: Robert O. Tatum, Jr., member
16 Bellegrass Blvd.
Hattiesburg, MS 39402

Invoice 157703
September 24, 2012

ID: 10040-37195 - JDS

Re: Whispering Pines Development, LLC

For Services Rendered Through 8/31/2012

Current Fees	676.00	
Current Disbursements	51.05	
Total Current		727.05
Total Due		727.05

10/18/12
CK# 1014
727.50

Environmental Solutions LLC

PO Box 2068
Gulfport, MS 39505
(850)393-0777
mattl@environmentalsolutionsllc.org



BILL TO

CR Properties LLC
11 Parkway Blvd
Hattiesburg, MS 39401

INVOICE 1449

DATE 09/22/2015 TERMS Due on receipt

DUE DATE 09/22/2015

ACTIVITY	QTY	RATE	AMOUNT
Kill existing weeds/turf, grade and install turf b/w sidewalk and back of curb	750	3.75	2,812.50
Grade prep and install turf from back of curb to approx. 7' along Whispering pines blvd at entry monument for ALF to fence at entry to ILF	560	3.68	2,060.80
Grade prep and install turf on hill side behind cottages	720	3.68	2,649.60
Grade prep and install turf along backside of cottages to holly hedge at south property line	585	3.68	2,152.80
Grade prep and install seed from western property line to entrance approx 1 acre	1	4,356.00	4,356.00

TOTAL DUE

\$14,031.70

Environmental Solutions LLC

PO Box 2068
Gulfport, MS 39505
(850)393-0777
mattl@environmentalsolutionsllc.org



BILL TO

CR Properties
11 Parkway Blvd
Hattiesburg

INVOICE 1450

DATE 09/22/2015 TERMS Net 30

DUE DATE 10/22/2015

ACTIVITY	QTY	RATE	AMOUNT
CR Properties			
Add sod from back of curb to trees on north side of Whispering Pines Blvd.	985	3.68	3,624.80
Optional irrigation at sod includes one additional valve and 20 ea 4" rotors and all plumbing materials and labor	1	875.00	875.00
SUBTOTAL - CR Properties			4,499.80

TOTAL DUE

\$4,499.80

INVOICE

INTEGRATION 4.0 INC

9111 CROSS PARK DR

SUITE E-130

KNOXVILLE TN 37923

PHONE: (865) 531-0488

FAX: (865) 531-7551

Date	06/13/2013
Invoice #	4008471421
Sub No.	40-00002010

TRUSTMARK BANK
TRUSTMARK BANK MAIN
P.O. BOX 291
JACKSON MS 39205
SUBSCRIBER FAX NO: () -

GENERATED BY: CHAD

Re
TATUMROB

WHISPERING PINES BLVD
HATTIESBURG MS 39401

County
FORREST

Order Number	Order Date	Deal Number	Invoice Number	Invoice Date	Invoice Amount
40-00847142	06/13/2013	40-00413039	4008471421	06/13/2013	\$150.00

Product
Commercial Appraisal Mgmt/QC

Contact
GRETCHEN WARE

Loan Number

!! PLEASE DO NOT PAY INTEGRATION 4.0 DIRECTLY FOR THESE SERVICES !!
!! YOU NEED TO DEPOSIT APPRAISAL FEES TO TMK LOAN EXPENSE APPRAISAL FEE-NET GL ACCOUNT #6935-1070 !!

PLEASE REMIT PAYMENT TO:

INTEGRATION 4.0 INC
NO PAYMENT NECESSARY-I40 INC. BILLS MONTHLY

TRUSTMARK BANK
TRUSTMARK BANK MAIN
P.O. BOX 291
JACKSON MS 39205
SUBSCRIBER FAX NO: () -

GENERATED BY: CHAD

Re
TATUMROB

WHISPERING PINES BLVD
HATTIESBURG MS 39401

County
FORREST

Order Number	Order Date	Deal Number	Invoice Number	Invoice Date	Invoice Amount
40-00847142	06/13/2013	40-00413039	4008471421	06/13/2013	\$150.00

Product
Commercial Appraisal Mgmt/QC

Contact
GRETCHEN WARE

Loan Number

4008471421

847142

2010

INVOICE

INTEGRATION 4.0 INC

9111 CROSS PARK DR

SUITE E-130

KNOXVILLE TN 37923

PHONE: (865) 531-0488

FAX: (865) 531-7551

Date	06/13/2013
Invoice #	4008435741
Sub No.	40-00002010

TRUSTMARK BANK
TRUSTMARK BANK MAIN
P.O. BOX 291
JACKSON MS 39205
SUBSCRIBER FAX NO: () -

GENERATED BY: CHAD

Re

TATUMROB

WHISPERING PINES BLVD
HATTIESBURG MS 39401

County

FORREST

Order Number	Order Date	Deal Number	Invoice Number	Invoice Date	Invoice Amount
40-00843574	05/17/2013	40-00413039	4008435741	06/13/2013	\$950.00

Product	Contact	Loan Number
Commercial Land Appraisal	GRETCHEN WARE	

!! PLEASE DO NOT PAY INTEGRATION 4.0 DIRECTLY FOR THESE SERVICES !!
!! YOU NEED TO DEPOSIT APPRAISAL FEES TO TMK LOAN EXPENSE APPRAISAL FEE-NET GL ACCOUNT #6935-1070 !!

PLEASE REMIT PAYMENT TO:

INTEGRATION 4.0 INC
NO PAYMENT NECESSARY-I40 INC. BILLS MONTHLY

TRUSTMARK BANK
TRUSTMARK BANK MAIN
P.O. BOX 291
JACKSON MS 39205
SUBSCRIBER FAX NO: () -

GENERATED BY: CHAD

Re
TATUMROB

WHISPERING PINES BLVD
HATTIESBURG MS 39401

County

FORREST

Order Number	Order Date	Deal Number	Invoice Number	Invoice Date	Invoice Amount
40-00843574	05/17/2013	40-00413039	4008435741	06/13/2013	\$950.00

Product	Contact	Loan Number
Commercial Land Appraisal	GRETCHEN WARE	

4008435741

843574

2010



Trustmark National Bank

Invoice No. 20041231

Trustmark

INVOICE

Customer

Name Whispering Pines Development
Address 16 Bellegrass Blvd.
City Hattiesburg State MS ZIP 39402
Phone _____

Date 7/18/2013
Order No. _____
Rep _____
FOB _____

Qty	Description	Unit Price	TOTAL
1	Loan Prep Fee for Infrastructure loan related to TIF.	\$200.00	\$200.00

SubTotal \$200.00

Payment Details

- ☐ Cash
☒ Check
☐ Credit Card

Taxes \$0.00

TOTAL \$200.00

Name _____
CC # _____
Expires _____

Office Use Only

Thank you for your business!

TSI - Title Services, LLC

Invoice

TSI Title Services LLC
Post Office Box 1978
P.O. Box 1978, MS 39475
(601)264-3500

Date	Invoice No.
09/26/2013	12476
Terms	
Due on receipt	

Bill To

Rob Tatum

Amount Due Enclosed

\$5,267.50

Please detach top portion and return with your payment.

TSI File #	Sales Rep
12-12-13860	Debbie

Description	Quantity	Rate	Amount
• Title Update - for Commitment for Whispering Pines Retirement Community	1	75.00	75.00
• Title Insurance Premium	1	4,417.50	4,417.50
• Binder	1	700.00	700.00
• Update - for Policy	1	75.00	75.00

WHISPERING PINES ALF 07/13
16 BELLEGRASS BLVD
HATTIESBURG, MS 39402-1904

1012

DATE 2/10/14 85-27-853

PAY TO THE ORDER OF

TSI Title

\$ 5267.50

Five thousand two hundred sixty seven ⁵⁰/₁₀₀ DOLLARS



FOR Inv# 12476

⑈001012⑈ ⑈065300279⑈ ⑈4800252528⑈

Total

\$5,267.50

Thank you for allowing us to serve YOU. To learn more about the services we offer, please visit our website at www.tsititle.com



November 30, 2015

Re: Development Fees

This letter is to document the allocation of Development Fees related to the Whispering Pines Retirement Community, LLC off-site project. A considerable amount of time has been spent by CR Properties, LLC to insure the proper development of the infrastructure associated with the off-site project.

The retirement community paid a total of \$1,050,000 in development fees consisting of \$750,000 for the Whispering Pines ILF, LLC and \$300,000 for the Whispering Pines ALF, LLC.

We estimate that 15% of the total costs spent on development was in direct correlation to the off-site construction. Therefore, about \$157,500 of the total amount paid by the ILF and ALF are development fees of the off-site project.

Yours truly,

A handwritten signature in black ink, appearing to read 'Robert Tatum, Jr.', with a long horizontal flourish extending to the right.

Robert Tatum, Jr
Principal

WHISPERING PINES
RETIREMENT COMMUNITY PROJECT

TAX INCREMENT FINANCING

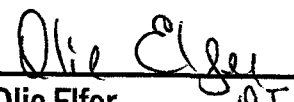
HATTIESBURG, MS

September 19, 2012

Invoice # 9440

Services rendered in connection with the Tax Increment Financing of the Whispering Pines Retirement community project, Hattiesburg, MS and Forrest County, MS.

TOTAL DUE \$30,000


Olie Elfer

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net

Pittman Environmental Services, LLC

P O Box 1926

Purvis, MS 39475-1926

Invoice #:

5/29/2012

PES-12-39

Bill To:

Whispering Pines LLC
16 Bellegrass Blvd.
Hattiesburg, MS 39402

Due Date:

Project:

6/29/2012

Whispering Pines
Assited Living Site
Forrest County, MS

Item	Description	Amount
Preliminary Wetland Delineation	Preliminary Wetland Delineation of 52 acres for proposed assisted living development. All wetland boundary flagged and sub-meter GPS mapped. Report completed (not sent to COE).	1,600.00
Total		\$1,600.00
Payments/Credits		\$0.00
Balance Due		\$1,600.00

Phone #
(601) 297-2487

Plan House Printing and Graphics

1A Churchill Steet
Hattiesburg, Ms 39402
Ph: 601-336-6378
Fx: 601-336-6379

Invoice

Date	Invoice #
11/8/2012	2721

Bill To
ISIS Development Group 16 Bellegrass Blvd Hattiesburg, MS 39402

P.O. No.	Terms	Rep	Project
Daniel	Net 30		

Quantity	Description	Rate	Amount
640	B/W 8.5 x 11 copies	0.12	76.80T
1	Spec Book Cover w/Image	2.50	2.50T
1	Spec Book Cover w/Blank	2.00	2.00T
1	GBC binding up to 2"	3.50	3.50T
1	digital file setup fee	1.00	1.00T
	Whispering Pines		
	Daniel		
	Sales Tax	7.00%	6.01
		Total	\$91.81

Plan House Printing and Graphics

1A Churchill Steet
Hattiesburg, Ms 39402
Ph: 601-336-6378
Fx: 601-336-6379

Invoice

Date	Invoice #
11/5/2012	2707

Bill To
ISIS Development Group 16 Bellegrass Blvd Hattiesburg, MS 39402

PD
12/21 w/ OTHER INVOICE
2721

P.O. No.	Terms	Rep	Project
Daniel	Net 30		

Quantity	Description	Rate	Amount
888	B/W 24" x 36" Prints (4 sets)	0.90	799.20T
231	B/W 24" x 36" Prints (3 sets)	0.90	207.90T
7	Binders	2.00	14.00T
1,280	B/W 8.5 x 11 copies (2 sets)	0.10	128.00T
2	Spec Book Cover w/Image	2.50	5.00T
2	Spec Book Cover w/Blank	2.00	4.00T
2	GBC binding up to 2"	3.50	7.00T
1	digital file setup fee	1.00	1.00T
	Whispering Pines		
	Daniel		
	Sales Tax	7.00%	81.63
		Total	\$1,247.73

Plan House Printing and Graphics

1A Churchill Steet
Hattiesburg, Ms 39402

Ph: 601-336-6378

Fx: 601-336-6379

Statement

Date
2/28/2013

To:
ISIS Development Group 16 Bellegrass Blvd Hattiesburg, MS 39402

		Amount Due	Amount Enc.
		\$1,576.01	
Date	Transaction	Amount	Balance
1/31/2013	Balance forward		827.81
2/04/2013	INV #3065. Due 03/06/2013.	520.29	1,348.10
2/08/2013	INV #3084. Due 03/10/2013.	227.91	1,576.01

**WHISPERING PINES RETIREMENT
COMMUNITY LLC**
16 BELLEGRASS BLVD
HATTIESBURG, MS 39402

05-12

1033

85-127/842
506

DATE 3/25/13

OF PLAN HOUSE PRINTING + GRAPHICS \$ 1576.01

THOUSAND FIVE HUNDRED SEVENTY-SIX + 01/100 DOLLARS

BancorpSouth
Right Where You Are
INFOLINE 1-888-787-7711

INV # 3034; 3065; 3084

[Signature]

⑈001033⑈ ⑆084201278⑆ 75065573⑈

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
1,576.01	0.00	0.00	0.00	0.00	\$1,576.01

Whispering Pines

Plan House Printing and Graphics

Invoice

1A Churchill Steet
Hattiesburg, Ms 39402
Ph: 601-336-6378
Fx: 601-336-6379

Date	Invoice #
1/31/2013	3034

Bill To
ISIS Development Group 16 Bellegrass Blvd Hattiesburg, MS 39402

P.O. No.	Terms	Rep	Project
Daniel	Net 30		

Quantity	Description	Rate	Amount
807	B/W 24" x 36" Prints	0.95	766.65T
3	Binders	2.00	6.00T
1	digital file setup fec	1.00	1.00T
	Whispering Pines AL/MC		
	Daniel		
	Sales Tax	7.00%	54.16
		pd	
		Total	\$827.81

Plan House Printing and Graphics

1A Churchill Steet
Hattiesburg, Ms 39402
Ph: 601-336-6378
Fx: 601-336-6379

Invoice

Date	Invoice #
2/4/2013	3065

Bill To
ISIS Development Group 16 Bellegrass Blvd Hattiesburg, MS 39402

P.O. No.	Terms	Rep	Project
Daniel	Net 30		

Quantity	Description	Rate	Amount
116	B/W 24" x 36" Prints	1.25	145.00T
1	Binders	2.00	2.00T
269	B/W 24" x 36" Prints	1.25	336.25T
1	Binders	2.00	2.00T
1	digital file setup fee	1.00	1.00T
	Whispering Pines Cottages & Assisted Living		
	Daniel		
	Sales Tax	7.00%	34.04
		<i>pd</i>	
Total			\$520.29

Plan House Printing and Graphics

1A Churchill Steet
Hattiesburg, Ms 39402
Ph: 601-336-6378
Fx: 601-336-6379

Invoice

Date	Invoice #
2/8/2013	3084

Bill To
ISIS Development Group 16 Bellegrass Blvd Hattiesburg, MS 39402

P.O. No.	Terms	Rep	Project
daniel	Net 30		

Quantity	Description	Rate	Amount
140	B/W 24" x 36" Prints	1.50	210.00T
1	Binders	2.00	2.00T
1	digital file setup fee	1.00	1.00T
	Whispering Pines Assisted Living		
	Daniel		
	Sales Tax	7.00%	14.91
			
		Total	\$227.91

Plan House Printing and Graphics

1A Churchill Steet
Hattiesburg, Ms 39402
Ph: 601-336-6378
Fx: 601-336-6379

Invoice

Date	Invoice #
3/25/2014	5040

Bill To
C R Properties 11 Parkway Boulevard Hattiesburg, MS 39401

P.O. No.	Terms	Rep	Project
Daniel	Net 30		

Quantity	Description	Rate	Amount
16	B/W 24" x 36" Prints	2.40	38.40T
1	staple only binding	0.50	0.50T
1	digital file setup fee	1.00	1.00T
	Whispering Pines AL Daniel Out-of-state sale, exempt from sales tax	0.00%	0.00
Total			\$39.90

WHISPERING PINES ALF LLC
16 BELLEGRASS BLVD
HATTIESBURG, MS 39402

04-13

1130

85-127/842
508

DATE 5/5/14

PAY
TO THE
ORDER OF

Plan House Printing

\$ 39⁰⁰/100

Thirty nine 00/100

DOLLARS

Security
Features
Details on
Back



BancorpSouth

Right Where You Are

INFOLINE 1-888-787-7711

FOR

Inv # 5040

⑈001130⑈ ⑆084201278⑆ 75441840⑈

Plan House Printing and Graphics	
Invoice	Amount
2721	91.81
2707	1,247.73
3034	827.81
3065	520.29
3084	227.91
5040	39.90
	2,955.45
*	20%
	591.09

*20% of printing and design costs determined to be associated with off site

PLEASE DETACH AND RETURN WITH YOUR PAYMENT

TIF cost



Trustmark

ACCOUNT NO. 00028668861
NOTE NO. 60881

AMOUNT PAID \$

BILL DUE ON 07-31-13

LOAN INFORMATION
BILL DATE
CURRENT BALANCE

07-25-13
\$397,476.92

LOAN BILL INFORMATION
INTEREST TO 07-31-13

\$422.13

TOTAL AMOUNT DUE

\$422.13

⑆5610⑈1000⑆ ⑈0028668861⑈ 60881

CUSTOMER COPY RETAIN FOR YOUR RECORDS

TRUSTMARK NATIONAL BANK
LOAN OPERATIONS
POST OFFICE BOX 1182
JACKSON, MISSISSIPPI 39215-1182

RELATED TO PRIME

ACCOUNT NO. 00028668861
NOTE NO. 60881

2.941000

\$2,245,000.00 07-17-15 992

BILL DUE ON 07-31-13

LOAN INFORMATION
BILL DATE
CURRENT BALANCE

07-25-13
\$397,476.92

LOAN BILL INFORMATION
INTEREST TO 07-31-13

\$422.13

TOTAL AMOUNT DUE

\$422.13

Whispering Pines Retirement Community
16 Bellegrass Blvd
Hattiesburg MS 39402

1001

DATE 7/31/13

85-27/653

PAY TO THE ORDER OF Trustmark

\$ 422 13/100

Four hundred twenty-two 13/100

DOLLARS



Security Features
Included.
Details on Back.



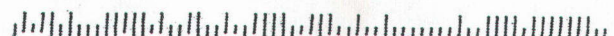
Trustmark
National Bank

FOR 00028668861

[Signature]

MP

⑆065300279⑆ ⑈4800252460⑈



PLEASE DETACH AND RETURN WITH YOUR PAYMENT



ACCOUNT NO. NOTE NO.
00028668861 60881

AMOUNT PAID \$ _____

BILL DUE ON 08-31-13

LOAN INFORMATION
BILL DATE
CURRENT BALANCE

08-21-13
\$424,054.55

LOAN BILL INFORMATION
INTEREST TO 08-31-13

\$1,054.50

TOTAL AMOUNT DUE

\$1,054.50

⑆5610⑈1000⑆ ⑈0028668861⑈ 60881

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TRUSTMARK NATIONAL BANK
LOAN OPERATIONS
POST OFFICE BOX 1182
JACKSON, MISSISSIPPI 39215-1182

Bretcher will draft

RELATED TO PRIME

ACCOUNT NO. NOTE NO.
00028668861 60881

2.936000

\$2,245,000.00 07-17-15 992

BILL DUE ON 08-31-13

LOAN INFORMATION
BILL DATE
CURRENT BALANCE

08-21-13
\$424,054.55

LOAN BILL INFORMATION
INTEREST TO 08-31-13

\$1,054.50

TOTAL AMOUNT DUE

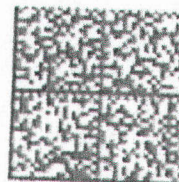
\$1,054.50

SEE REVERSE SIDE FOR OPENING INSTRUCTIONS



TRUSTMARK NATIONAL BANK
POST OFFICE BOX 291
JACKSON, MISSISSIPPI 39205-0291

LN
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FIRST CLASS



049J82038664

\$00.360

08/22/2013

Mailed From 39201
US POSTAGE



WHISPERING PINES RETIREMENT COMMUNITY
16 BELLEGRASS BLVD
HATTIESBURG MS 39402-1904

FAJR5B 39402



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Trustmark

ACCOUNT NO. 00028668861
NOTE NO. 60881

AMOUNT PAID \$ _____

*9/24 Draw
interest amt*

BILL DUE ON 09-30-13

LOAN INFORMATION
BILL DATE
CURRENT BALANCE

09-20-13
\$521,698.86

LOAN BILL INFORMATION
INTEREST TO 09-30-13

\$1,235.30

TOTAL AMOUNT DUE

\$1,235.30

⑆5610⑈1000⑆ ⑈0028668861⑈ 60881

CUSTOMER COPY RETAIN FOR YOUR RECORDS

TRUSTMARK NATIONAL BANK
LOAN OPERATIONS
POST OFFICE BOX 1182
JACKSON, MISSISSIPPI 39215-1182

*TM to transfer
payment*

RELATED TO PRIME

ACCOUNT NO. 00028668861
NOTE NO. 60881

2.933000

\$2,245,000.00

07-17-15 992

BILL DUE ON 09-30-13

LOAN INFORMATION
BILL DATE
CURRENT BALANCE

09-20-13
\$521,698.86

LOAN BILL INFORMATION
INTEREST TO 09-30-13

\$1,235.30

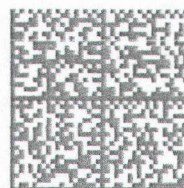
TOTAL AMOUNT DUE

\$1,235.30

SEE REVERSE SIDE FOR OPENING INSTRUCTIONS

TRUSTMARK NATIONAL BANK
POST OFFICE BOX 291
JACKSON, MISSISSIPPI 39205-0291

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\$00.360

09/23/2013

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Trustmark



WHISPERING PINES RETIREMENT COMMUNITY
16 BELLEGRASS BLVD
HATTIESBURG MS 39402-1904

H4JR5EB 39402



PLEASE DETACH AND RETURN WITH YOUR PAYMENT



ACCOUNT NO. NOTE NO.
00028668861 60881

AMOUNT PAID \$ _____

BILL DUE ON 10-31-13

LOAN INFORMATION
BILL DATE
CURRENT BALANCE

10-21-13
\$588,113.68

LOAN BILL INFORMATION
INTEREST TO 10-31-13

\$1,500.06

TOTAL AMOUNT DUE

\$1,500.06

⑈5610⑈1000⑈⑈0028668861⑈ 60881

*T. M. Drafted
Account*

CUSTOMER COPY RETAIN FOR YOUR RECORDS

TRUSTMARK NATIONAL BANK
LOAN OPERATIONS
POST OFFICE BOX 1182
JACKSON, MISSISSIPPI 39215-1182

RELATED TO PRIME

ACCOUNT NO. NOTE NO.
00028668861 60881

2.930000

\$2,245,000.00 07-17-15 992

B DUE ON 10-31-13

LOAN INFORMATION
BILL DATE
CURRENT BALANCE

10-21-13
\$588,113.68

LOAN BILL INFORMATION
INTEREST TO 10-31-13

\$1,500.06

TOTAL AMOUNT DUE

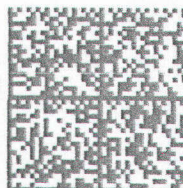
\$1,500.06

SEE REVERSE SIDE FOR OPENING INSTRUCTIONS



TRUSTMARK NATIONAL BANK
POST OFFICE BOX 291
JACKSON, MISSISSIPPI 39205-0291

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FIRST CLASS



049J82038684

\$00.360

10/22/2013

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US POSTAGE



WHISPERING PINES RETIREMENT COMMUNITY
16 BELLEGRASS BLVD
HATTIESBURG MS 39402-1904

1A-JRSEB 39402



PLEASE DETACH AND RETURN WITH YOUR PAYMENT

**Trustmark**ACCOUNT NO.
00028668861NOTE NO.
60881

AMOUNT PAID \$ _____

BILL DUE ON 11-30-13

LOAN INFORMATION
BILL DATE
CURRENT BALANCE11-20-13
\$703,875.26LOAN BILL INFORMATION
INTEREST TO 11-30-13

\$1,730.19

TOTAL AMOUNT DUE

\$1,730.19

⑆5610⑆⑆000⑆⑆0028668861⑆60881

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TRUSTMARK NATIONAL BANK
LOAN OPERATIONS
POST OFFICE BOX 1182
JACKSON, MISSISSIPPI 39215-1182

RELATED TO PRIME

ACCOUNT NO. NOTE NO.
00028668861 60881

2.918000

\$2,245,000.00 07-17-15 992

BILL DUE ON 11-30-13

LOAN INFORMATION
BILL DATE
CURRENT BALANCE11-20-13
\$703,875.26LOAN BILL INFORMATION
INTEREST TO 11-30-13

\$1,730.19

TOTAL AMOUNT DUE

\$1,730.19

SEE REVERSE SIDE FOR OPENING INSTRUCTIONS

**Trustmark**TRUSTMARK NATIONAL BANK
POST OFFICE BOX 291
JACKSON, MISSISSIPPI 39205-0291PRESORTED
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049062030064

\$00.360

11/21/2013

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16 BELLEGRASS BLVD
HATTIESBURG MS 39402-1904

JAJR55B 39402



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Trustmark

BILL DUE ON 12-31-13

ACCOUNT NO. 00028668861 NOTE NO. 60881

AMOUNT PAID \$

Draw #9

LOAN INFORMATION
BILL DATE
CURRENT BALANCE

12-20-13
\$802,467.65

LOAN BILL INFORMATION
INTEREST TO 12-31-13

\$2,001.09

TOTAL AMOUNT DUE

\$2,001.09

⑆5610⑉1000⑆ ⑈0028668861⑈ 60881

CUSTOMER COPY RETAIN FOR YOUR RECORDS

TRUSTMARK NATIONAL BANK
LOAN OPERATIONS
POST OFFICE BOX 1182
JACKSON, MISSISSIPPI 39215-1182

RELATED TO PRIME

ACCOUNT NO. 00028668861 NOTE NO. 60881

2.919000

\$2,245,000.00 07-17-15 992

BILL DUE ON 12-31-13

LOAN INFORMATION
BILL DATE
CURRENT BALANCE

12-20-13
\$802,467.65

LOAN BILL INFORMATION
INTEREST TO 12-31-13

\$2,001.09

TOTAL AMOUNT DUE

\$2,001.09

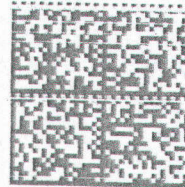
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POST OFFICE BOX 291
JACKSON, MISSISSIPPI 39205-0291

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\$00.360

12/23/2013

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WHISPERING PINES RETIREMENT COMMUNITY
11 PARKWAY BLVD
HATTIESBURG MS 39401-8893

NIXIE 392 FE 1260 0012/26/13

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

BC: 39205029191 *2866-60102-26-35

392050291
KAURSB 01

PLEASE DETACH AND RETURN WITH YOUR PAYMENT



Trustmark

ACCOUNT NO. 00028668861
NOTE NO. 60881

AMOUNT PAID \$ _____

Interest Payment

BILL DUE ON 01-31-14

LOAN INFORMATION
BILL DATE
CURRENT BALANCE

01-21-14
\$804,468.74

LOAN BILL INFORMATION
INTEREST TO 01-31-14

\$2,020.80

TOTAL AMOUNT DUE

\$2,020.80

⑆5610⑉1000⑆ ⑈0028668861⑈ 60881

CUSTOMER COPY RETAIN FOR YOUR RECORDS

TRUSTMARK NATIONAL BANK
LOAN OPERATIONS
POST OFFICE BOX 1182
JACKSON, MISSISSIPPI 39215-1182

RELATED TO PRIME

ACCOUNT NO. 00028668861
NOTE NO. 60881

2.919000

\$2,245,000.00 07-17-15 992

BILL DUE ON 01-31-14

LOAN INFORMATION
BILL DATE
CURRENT BALANCE

01-21-14
\$804,468.74

LOAN BILL INFORMATION
INTEREST TO 01-31-14

\$2,020.80

TOTAL AMOUNT DUE

\$2,020.80

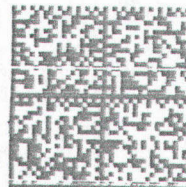
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TRUSTMARK NATIONAL BANK
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JACKSON, MISSISSIPPI 39205-0291

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\$00.360

01/22/2014

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WHISPERING PINES RETIREMENT COMMUNITY
11 PARKWAY BLVD
HATTIESBURG MS 39401-8893

11 mail DS 1/27/14

LAJ888 99401



PLEASE DETACH AND RETURN WITH YOUR PAYMENT

**Trustmark**ACCOUNT NO. NOTE NO.
00028668861 60881

AMOUNT PAID \$

Trustmark Interest
Feb Draw

BILL DUE ON 02-28-14

LOAN INFORMATION
BILL DATE
CURRENT BALANCE02-18-14
\$810,453.80LOAN BILL INFORMATION
INTEREST TO 02-28-14

\$1,829.29

TOTAL AMOUNT DUE

\$1,829.29

⑆5610⑈1000⑆ ⑈0028668861⑈ 60881

CUSTOMER COPY RETAIN FOR YOUR RECORDS

TRUSTMARK NATIONAL BANK
LOAN OPERATIONS
POST OFFICE BOX 1182
JACKSON, MISSISSIPPI 39215-1182

RELATED TO PRIME

ACCOUNT NO. NOTE NO.
00028668861 60881

2.910000

\$2,245,000.00 07-17-15 992

BILL DUE ON 02-28-14

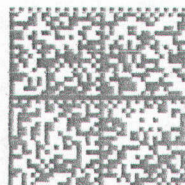
LOAN INFORMATION
BILL DATE
CURRENT BALANCE02-18-14
\$810,453.80LOAN BILL INFORMATION
INTEREST TO 02-28-14

\$1,829.29

TOTAL AMOUNT DUE

\$1,829.29

SEE REVERSE SIDE FOR OPENING INSTRUCTIONS

TRUSTMARK NATIONAL BANK
POST OFFICE BOX 291
JACKSON, MISSISSIPPI 39205-0291PRESORTED
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neopost

049J82038684

\$00.381

02/19/2014

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US POSTAGE**Trustmark**WHISPERING PINES RETIREMENT COMMUNITY
11 PARKWAY BLVD
HATTIESBURG MS 39401-8893

AAJRSEB 39401



PLEASE DETACH AND RETURN WITH YOUR PAYMENT

**Trustmark**
 ACCOUNT NO. 00028668861
 NOTE NO. 60881

 Trustmark Interest
 AMOUNT PAID \$
 March Draw

BILL DUE ON 03-31-14

 LOAN INFORMATION
 BILL DATE
 CURRENT BALANCE

 03-21-14
 \$981,972.83

 LOAN BILL INFORMATION
 INTEREST TO 03-31-14

\$2,276.50

TOTAL AMOUNT DUE

\$2,276.50

⑈5610⑈1000⑈⑈0028668861⑈60881

CUSTOMER COPY RETAIN FOR YOUR RECORDS

 TRUSTMARK NATIONAL BANK
 LOAN OPERATIONS
 POST OFFICE BOX 1182
 JACKSON, MISSISSIPPI 39215-1182

RELATED TO PRIME

 ACCOUNT NO. 00028668861
 NOTE NO. 60881

2.905000

\$2,245,000.00 07-17-15 992

BILL DUE ON 03-31-14

 LOAN INFORMATION
 BILL DATE
 CURRENT BALANCE

 03-21-14
 \$981,972.83

 LOAN BILL INFORMATION
 INTEREST TO 03-31-14

\$2,276.50

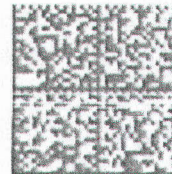
TOTAL AMOUNT DUE

\$2,276.50

⑈5610⑈1000⑈⑈0028668861⑈60881

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**Trustmark**
 TRUSTMARK NATIONAL BANK
 POST OFFICE BOX 291
 JACKSON, MISSISSIPPI 39205-0291

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049J82038684

\$00.381

03/24/2014

 Mailed From 39201
 US POSTAGE

 WHISPERING PINES RETIREMENT COMMUNITY
 11 PARKWAY BLVD
 HATTIESBURG MS 39401-8893

CAJRS66 39401

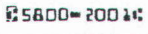


Date: 01/14/15 Bank/Location: 0217/REAL ESTATE		DDA Debit/Savings Debit	
Description of Charge			Amount
WE DEBIT YOUR ACCOUNT TO PAY INTEREST ON LOAN #28668861-60881.			\$3,908.96
We Charge Account Of: WHISPERING PINES ALF, LLC			10-Digit Account No: 4800252528 Approved By: <i>[Signature]</i> 
			Total: \$3,908.96

Ck Ref 400172299 Pd 1/14

\$3908.96

\$ 7,853.85

Date: 02/17/15 Bank/Location: 0217/REAL ESTATE		DDA Debit/Savings Debit	
Description of Charge			Amount
WE DEBIT YOUR ACCOUNT TO PAY INTEREST ON LOAN #28668861-60881.			\$3,944.89
We Charge Account Of: WHISPERING PINES ALF, LLC			10-Digit Account No: 4800252528 Approved By: <i>[Signature]</i> 
			Total: \$3,944.89

Ck Ref 900101927 Pd 2/17

\$3944.89

PLEASE DETACH AND RETURN WITH YOUR PAYMENT



Trustmark

ACCOUNT NO.	NOTE NO.	AMOUNT PAID \$
00028668861	60881	_____

BILL DUE ON 04-30-14

LOAN INFORMATION		LOAN BILL INFORMATION	
BILL DATE	04-18-14	INTEREST TO 04-30-14	\$2,518.08
CURRENT BALANCE	\$1,092,483.33		

TOTAL AMOUNT DUE	-----	\$2,518.08
------------------	-------	------------

⑆5610⑈1000⑆ ⑈0028668861⑈ 60881

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TRUSTMARK NATIONAL BANK
LOAN OPERATIONS
POST OFFICE BOX 1182
JACKSON, MISSISSIPPI 39215-1182

RELATED TO PRIME

ACCOUNT NO.	NOTE NO.				
00028668861	60881	2.903000	\$2,245,000.00	07-17-15	992

BILL DUE ON 04-30-14

LOAN INFORMATION		LOAN BILL INFORMATION	
BILL DATE	04-18-14	INTEREST TO 04-30-14	\$2,518.08
CURRENT BALANCE	\$1,092,483.33		

TOTAL AMOUNT DUE	-----	\$2,518.08
------------------	-------	------------



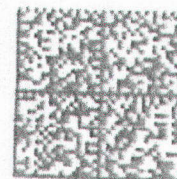
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Trustmark

TRUSTMARK NATIONAL BANK
POST OFFICE BOX 291
JACKSON, MISSISSIPPI 39205-0291

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049JB2038684

\$00.480

04/23/2014

Mailed From 39201
US POSTAGE



WHISPERING PINES RETIREMENT COMMUNITY
11 PARKWAY BLVD
HATTIESBURG MS 39401-8893



TRUSTMARK NATIONAL BANK
 COMMERCIAL LOAN DEPARTMENT
 POST OFFICE BOX 1182
 JACKSON, MISSISSIPPI 39215-1182

LOAN NOTICE

YOUR ATTENTION IS CALLED TO A LOAN PAYMENT WHICH WAS DUE 05-31-14.

DATE: 06-10-14

ACCOUNT 00028668861
 OFFICER 992
 LOAN 60881
 BRANCH 0000021

LOAN INTEREST \$2,852.38

TOTAL DUE ----- \$2,852.38

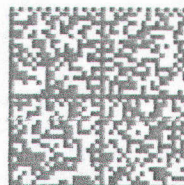
PLEASE DISREGARD THIS NOTICE IF PAYMENT HAS BEEN MAILED.

SEE REVERSE SIDE FOR OPENING INSTRUCTIONS



TRUSTMARK NATIONAL BANK
 POST OFFICE BOX 291
 JACKSON, MISSISSIPPI 39205-0291

LN
 PRESORTED
 FIRST CLASS



049J82038684

\$00.381

06/12/2014

Mailed From 39201
 US POSTAGE



WHISPERING PINES RETIREMENT COMMUNITY
 11 PARKWAY BLVD
 HATTIESBURG MS 39401-8893



PLEASE DETACH AND RETURN WITH YOUR PAYMENT



ACCOUNT NO. NOTE NO.
00028668861 60881

AMOUNT PAID \$ _____

BILL DUE ON 06-30-14

LOAN INFORMATION
BILL DATE
CURRENT BALANCE

06-20-14
\$1,291,391.49

LOAN BILL INFORMATION
INTEREST TO 06-30-14

\$3,004.47

TOTAL AMOUNT DUE

\$3,004.47

⑈5610⑈1000⑈⑈0028668861⑈ 60881

CUSTOMER COPY RETAIN FOR YOUR RECORDS

TRUSTMARK NATIONAL BANK
LOAN OPERATIONS
POST OFFICE BOX 1182
JACKSON, MISSISSIPPI 39215-1182

RELATED TO PRIME

ACCOUNT NO. NOTE NO.
00028668861 60881

2.901000

\$2,245,000.00 07-17-15 992

BILL DUE ON 06-30-14

LOAN INFORMATION
BILL DATE
CURRENT BALANCE

06-20-14
\$1,291,391.49

LOAN BILL INFORMATION
INTEREST TO 06-30-14

\$3,004.47

TOTAL AMOUNT DUE

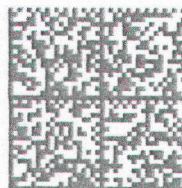
\$3,004.47

SEE REVERSE SIDE FOR OPENING INSTRUCTIONS



TRUSTMARK NATIONAL BANK
POST OFFICE BOX 291
JACKSON, MISSISSIPPI 39205-0291

PRESORTED
FIRST CLASS



neopost

049J82038684

\$00.381

06/23/2014

Mailed From 39201
US POSTAGE



WHISPERING PINES RETIREMENT COMMUNITY
11 PARKWAY BLVD
HATTIESBURG MS 39401-8893

E4JR558 39401



PLEASE DETACH AND RETURN WITH YOUR PAYMENT



ACCOUNT NO. NOTE NO.
00028668861 60881

AMOUNT PAID \$ _____

BILL DUE ON 07-31-14

LOAN INFORMATION
BILL DATE
CURRENT BALANCE

07-21-14
\$991,391.49

LOAN BILL INFORMATION
INTEREST TO 07-31-14

\$2,380.73

TOTAL AMOUNT DUE

\$2,380.73

⑈5610⑈1000⑈⑈0028668861⑈ 60881

CUSTOMER COPY RETAIN FOR YOUR RECORDS

TRUSTMARK NATIONAL BANK
LOAN OPERATIONS
POST OFFICE BOX 1182
JACKSON, MISSISSIPPI 39215-1182

RELATED TO PRIME

ACCOUNT NO. NOTE NO.
00028668861 60881

2.902000

\$2,245,000.00 07-17-15 992

BILL DUE ON 07-31-14

LOAN INFORMATION
BILL DATE
CURRENT BALANCE

07-21-14
\$991,391.49

LOAN BILL INFORMATION
INTEREST TO 07-31-14

\$2,380.73

TOTAL AMOUNT DUE

\$2,380.73

SEE REVERSE SIDE FOR OPENING INSTRUCTIONS



TRUSTMARK NATIONAL BANK
POST OFFICE BOX 291
JACKSON, MISSISSIPPI 39205-0291

LN

RESORTED
FIRST CLASS

049J82038684

\$00.381

Mailed From 39201
US POSTAGE



WHISPERING PINES RETIREMENT COMMUNITY
11 PARKWAY BLVD
HATTIESBURG MS 39401-8893

FAJREBB 39401



PLEASE DETACH AND RETURN WITH YOUR PAYMENT



ACCOUNT NO. 00028668861
NOTE NO. 60881

AMOUNT PAID \$

off Site Draw #6

any

August
Bill

BILL DUE ON 08-31-14

LOAN INFORMATION
BILL DATE
CURRENT BALANCE

08-21-14
\$1,060,226.21

LOAN BILL INFORMATION
INTEREST TO 08-31-14

\$2,552.29

LATE FEE

\$95.23

TOTAL AMOUNT DUE

\$2,647.52

⑈5610⑈1000⑈⑈0028668861⑈6088⑈

CUSTOMER COPY RETAIN FOR YOUR RECORDS

TRUSTMARK NATIONAL BANK
LOAN OPERATIONS
POST OFFICE BOX 1182
JACKSON, MISSISSIPPI 39215-1182

RELATED TO PRIME

ACCOUNT NO. 00028668861
NOTE NO. 60881

2.905000

\$2,245,000.00

07-17-15 992

B DUE ON 08-31-14

LOAN INFORMATION
BILL DATE
CURRENT BALANCE

08-21-14
\$1,060,226.21

LOAN BILL INFORMATION
INTEREST TO 08-31-14

\$2,552.29

LATE FEE

\$95.23

TOTAL AMOUNT DUE

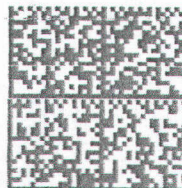
\$2,647.52

SEE REVERSE SIDE FOR OPENING INSTRUCTIONS



TRUSTMARK NATIONAL BANK
POST OFFICE BOX 291
JACKSON, MISSISSIPPI 39205-0291

LN
PRESORTED
FIRST CLASS



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049J82038684

\$00.381

08/22/2014

Mailed From 39201
US POSTAGE



WHISPERING PINES RETIREMENT COMMUNITY
11 PARKWAY BLVD
HATTIESBURG MS 39401-8893

FAJR65B 39401



PLEASE DETACH AND RETURN WITH YOUR PAYMENT

**Trustmark**ACCOUNT NO. 00028668861
NOTE NO. 60881

AMOUNT PAID \$

1LF
Trustmark
Interest

Draw #7 Sept

BILL DUE ON 09-30-14

LOAN INFORMATION
BILL DATE
CURRENT BALANCE09-19-14
\$1,388,086.33LOAN BILL INFORMATION
INTEREST TO 09-30-14

\$3,121.66

TOTAL AMOUNT DUE

\$3,121.66

⑈5610⑈1000⑈⑈0028668861⑈60881

CUSTOMER COPY RETAIN FOR YOUR RECORDS

TRUSTMARK NATIONAL BANK
LOAN OPERATIONS
POST OFFICE BOX 1182
JACKSON, MISSISSIPPI 39215-1182

RELATED TO PRIME

ACCOUNT NO. 00028668861
NOTE NO. 60881

2.904500

\$2,245,000.00 07-17-15 992

BILL DUE ON 09-30-14

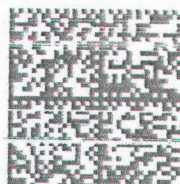
LOAN INFORMATION
BILL DATE
CURRENT BALANCE09-19-14
\$1,388,086.33LOAN BILL INFORMATION
INTEREST TO 09-30-14

\$3,121.66

TOTAL AMOUNT DUE

\$3,121.66

SEE REVERSE SIDE FOR OPENING INSTRUCTIONS

**Trustmark**TRUSTMARK NATIONAL BANK
POST OFFICE BOX 291
JACKSON, MISSISSIPPI 39205-0291LN
PRESORTED
FIRST CLASS

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049J82038684

\$00.381

09/22/2014

Mailed From 39201
US POSTAGEWHISPERING PINES RETIREMENT COMMUNITY
11 PARKWAY BLVD
HATTIESBURG MS 39401-8893

HAJREB 39401



PLEASE DETACH AND RETURN WITH YOUR PAYMENT

**Trustmark**ACCOUNT NO. 00028668861
NOTE NO. 60881

AMOUNT PAID \$ _____

*Whispering Pines
ILF**October Draw*

BILL DUE ON 10-31-14

LOAN INFORMATION
BILL DATE
CURRENT BALANCE10-21-14
\$1,518,303.07LOAN BILL INFORMATION
INTEREST TO 10-31-14

\$3,711.46

TOTAL AMOUNT DUE

Interest

\$3,711.46

⑆5610⑆1000⑆⑆0028668861⑆60881

CUSTOMER COPY RETAIN FOR YOUR RECORDS

TRUSTMARK NATIONAL BANK
LOAN OPERATIONS
POST OFFICE BOX 1182
JACKSON, MISSISSIPPI 39215-1182

RELATED TO PRIME

ACCOUNT NO. 00028668861
NOTE NO. 60881

2.903000

\$2,245,000.00 07-17-15 992

BILL DUE ON 10-31-14

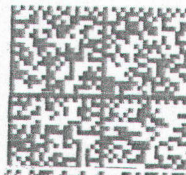
LOAN INFORMATION
BILL DATE
CURRENT BALANCE10-21-14
\$1,518,303.07LOAN BILL INFORMATION
INTEREST TO 10-31-14

\$3,711.46

TOTAL AMOUNT DUE

\$3,711.46

SEE REVERSE SIDE FOR OPENING INSTRUCTIONS

**Trustmark**TRUSTMARK NATIONAL BANK
POST OFFICE BOX 291
JACKSON, MISSISSIPPI 39205-0291PRESORTED
FIRST CLASS

neopost

049J82038684

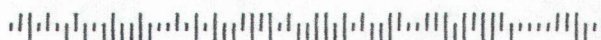
\$00.38 1

10/22/2014

Mailed From 39201

WHISPERING PINES RETIREMENT COMMUNITY
11 PARKWAY BLVD
HATTIESBURG MS 39401-8893

1A JRS55 39401



PLEASE DETACH AND RETURN WITH YOUR PAYMENT

W.P. 1LF



Trustmark

ACCOUNT NO. 00028668861
NOTE NO. 60881

AMOUNT PAID \$ _____

BILL DUE ON 11-30-14

LOAN INFORMATION
BILL DATE
CURRENT BALANCE

11-20-14
\$1,549,950.34

LOAN BILL INFORMATION
INTEREST TO 11-30-14 \$3,738.16

TOTAL AMOUNT DUE ----- \$3,738.16

⑆5610⑈1000⑆ ⑈0028668861⑈ 60881

CUSTOMER COPY RETAIN FOR YOUR RECORDS

TRUSTMARK NATIONAL BANK
LOAN OPERATIONS
POST OFFICE BOX 1182
JACKSON, MISSISSIPPI 39215-1182

RELATED TO PRIME

ACCOUNT NO. 00028668861
NOTE NO. 60881

2.904000

\$2,245,000.00 07-17-15 992

BILL DUE ON 11-30-14

LOAN INFORMATION
BILL DATE
CURRENT BALANCE

11-20-14
\$1,549,950.34

LOAN BILL INFORMATION
INTEREST TO 11-30-14 \$3,738.16

TOTAL AMOUNT DUE ----- \$3,738.16

⑆5610⑈1000⑆ ⑈0028668861⑈ 60881

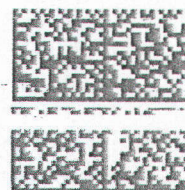
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TRUSTMARK NATIONAL BANK
POST OFFICE BOX 291
JACKSON, MISSISSIPPI 39205-0291

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\$00.38

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US POSTAGE



WHISPERING PINES RETIREMENT COMMUNITY
11 PARKWAY BLVD
HATTIESBURG MS 39401-8893

JAJRSEB 39401



PLEASE DETACH AND RETURN WITH YOUR PAYMENT

ACCOUNT NO.
00028668861NOTE NO.
60881

AMOUNT PAID \$ _____

BILL DUE ON 03-31-15

LOAN INFORMATION
BILL DATE
CURRENT BALANCE03-20-15
\$1,653,928.90LOAN BILL INFORMATION
INTEREST TO 03-31-15
PAST DUE INTEREST\$4,161.57
\$3,643.17

LATE FEE

\$145.73

TOTAL AMOUNT DUE

\$7,950.47

⑆5610⑈1000⑆ ⑈0028668861⑈ 60881

CUSTOMER COPY RETAIN FOR YOUR RECORDS

TRUSTMARK NATIONAL BANK
LOAN OPERATIONS
POST OFFICE BOX 1182
JACKSON, MISSISSIPPI 39215-1182

RELATED TO PRIME

ACCOUNT NO. NOTE NO.
00028668861 60881

2.922000

\$2,245,000.00 07-17-15 992

BILL DUE ON 03-31-15

LOAN INFORMATION
BILL DATE
CURRENT BALANCE03-20-15
\$1,653,928.90LOAN BILL INFORMATION
INTEREST TO 03-31-15
PAST DUE INTEREST\$4,161.57
\$3,643.17

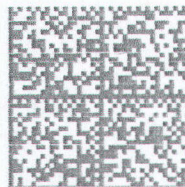
LATE FEE

\$145.73

TOTAL AMOUNT DUE

\$7,950.47

SEE REVERSE SIDE FOR OPENING INSTRUCTIONS

TRUSTMARK NATIONAL BANK
POST OFFICE BOX 291
JACKSON, MISSISSIPPI 39205-0291PRESORTED
FIRST CLASS

049J82038684

\$00.381

03/23/2015

Mailed From 39201
US POSTAGEWHISPERING PINES RETIREMENT COMMUNITY
11 PARKWAY BLVD
HATTIESBURG MS 39401-8893

BAJR55B 39401





Trustmark

TRUSTMARK NATIONAL BANK
COMMERCIAL LOAN DEPARTMENT
POST OFFICE BOX 1182
JACKSON, MISSISSIPPI 39215-1182

LOAN NOTICE

YOUR ATTENTION IS CALLED TO A LOAN PAYMENT WHICH WAS DUE 04-30-15.

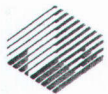
DATE: 05-11-15

ACCOUNT 00028668861
OFFICER 992
LOAN 60881
BRANCH 0000021

LOAN INTEREST \$4,180.93

TOTAL DUE \$4,180.93

PLEASE DISREGARD THIS NOTICE IF PAYMENT HAS BEEN MAILED.



Trustmark

TRUSTMARK NATIONAL BANK
POST OFFICE BOX 291
JACKSON, MISSISSIPPI 39205-0291

LN

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neopost

U49J82038684

\$00.38 1

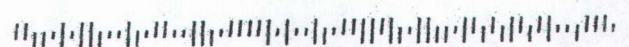
05/12/2015

Mailed From 3920
US POSTAGE



WHISPERING PINES RETIREMENT COMMUNITY LL
11 PARKWAY BLVD
HATTIESBURG MS 39401-8893

DAJRSEB 39401



PLEASE DETACH AND RETURN WITH YOUR PAYMENT



Trustmark

 ACCOUNT NO. 00028668861
 NOTE NO. 60881

AMOUNT PAID \$ _____

BILL DUE ON 05-31-15

 LOAN INFORMATION
 BILL DATE
 CURRENT BALANCE

 05-21-15
 \$1,728,247.90

 LOAN BILL INFORMATION
 INTEREST TO 05-31-15
 PAST DUE INTEREST

 \$4,360.46
~~\$4,180.93~~

LATE FEE

\$167.24

TOTAL AMOUNT DUE

\$8,708.63

⑆5610⑈1000⑆ ⑈0028668861⑈ 60881

CUSTOMER COPY RETAIN FOR YOUR RECORDS

 TRUSTMARK NATIONAL BANK
 LOAN OPERATIONS
 POST OFFICE BOX 1182
 JACKSON, MISSISSIPPI 39215-1182

RELATED TO PRIME

 ACCOUNT NO. 00028668861
 NOTE NO. 60881

2.930000

\$2,245,000.00 07-17-15 992

BILL DUE ON 05-31-15

 LOAN INFORMATION
 BILL DATE
 CURRENT BALANCE

 05-21-15
 \$1,728,247.90

 LOAN BILL INFORMATION
 INTEREST TO 05-31-15
 PAST DUE INTEREST

 \$4,360.46
 \$4,180.93

LATE FEE

\$167.24

TOTAL AMOUNT DUE

\$8,708.63



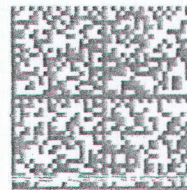
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 JACKSON, MISSISSIPPI 39205-0291

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\$00.38

05/22/20

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 US POSTA

 WHISPERING PINES RETIREMENT COMMUNITY LL
 11 PARKWAY BLVD
 HATTIESBURG MS 39401-8893

DAJRE5B 35401



PLEASE DETACH AND RETURN WITH YOUR PAYMENT

ACCOUNT NO.
00028668861NOTE NO.
60881

AMOUNT PAID \$ _____

BILL DUE ON 07-17-15

LOAN INFORMATION
BILL DATE
CURRENT BALANCE07-07-15
\$1,728,247.90LOAN BILL INFORMATION
FINAL PAYMENT \$1,728,247.90
INTEREST TO 07-17-15 \$2,396.94
PAST DUE INTEREST \$4,225.76

LATE FEE

\$174.42

TOTAL AMOUNT DUE

\$1,735,045.02

⑈5610⑈1000⑈⑈0028668861⑈60881

CUSTOMER COPY RETAIN FOR YOUR RECORDS

TRUSTMARK NATIONAL BANK
LOAN OPERATIONS
POST OFFICE BOX 1182
JACKSON, MISSISSIPPI 39215-1182

RELATED TO PRIME

ACCOUNT NO. NOTE NO.
00028668861 60881

2.937000

\$2,245,000.00 07-17-15 992

B DUE ON 07-17-15

LOAN INFORMATION
BILL DATE
CURRENT BALANCE07-07-15
\$1,728,247.90LOAN BILL INFORMATION
FINAL PAYMENT \$1,728,247.90
INTEREST TO 07-17-15 \$2,396.94
PAST DUE INTEREST \$4,225.76

LATE FEE

\$174.42

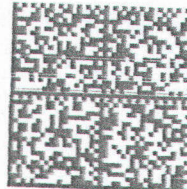
TOTAL AMOUNT DUE

\$1,735,045.02

SEE REVERSE SIDE FOR OPENING INSTRUCTIONS

TRUSTMARK NATIONAL BANK
POST OFFICE BOX 291
JACKSON, MISSISSIPPI 39205-0291

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049J82038684

\$00.391

07/08/2015

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US POSTAGEWHISPERING PINES RETIREMENT COMMUNITY LL
11 PARKWAY BLVD
HATTIESBURG MS 39401-8893

FAURSEB 39401



PLEASE DETACH AND RETURN WITH YOUR PAYMENT



Trustmark

ACCOUNT NO. NOTE NO.
00028668861 82367

AMOUNT PAID \$ _____

BILL DUE ON 06-17-15

LOAN INFORMATION
BILL DATE
CURRENT BALANCE

06-05-15
\$93,431.30

LOAN BILL INFORMATION
INTEREST TO 06-17-15

\$198.48

TOTAL AMOUNT DUE

\$198.48

⑆5610⑈1000⑆ ⑈0028668861⑈ 82367

CUSTOMER COPY RETAIN FOR YOUR RECORDS

TRUSTMARK NATIONAL BANK
LOAN OPERATIONS
POST OFFICE BOX 1182
JACKSON, MISSISSIPPI 39215-1182

RELATED TO PRIME

ACCOUNT NO. NOTE NO.
00028668861 82367

2.933000

\$291,750.00 07-17-15 992

BILL DUE ON 06-17-15

LOAN INFORMATION
BILL DATE
CURRENT BALANCE

06-05-15
\$93,431.30

LOAN BILL INFORMATION
INTEREST TO 06-17-15

\$198.48

TOTAL AMOUNT DUE

\$198.48



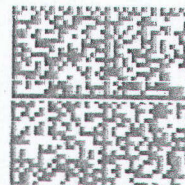
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Trustmark

TRUSTMARK NATIONAL BANK
POST OFFICE BOX 291
JACKSON, MISSISSIPPI 39205-0291

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FIRST CLASS



neopost

049J8203868

\$00.39

06/08/2015

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US POSTAGE



WHISPERING PINES RETIREMENT COMMUNITY LL
11 PARKWAY BLVD
HATTIESBURG MS 39401-8893

EXJRSB 68401



PLEASE DETACH AND RETURN WITH YOUR PAYMENT

ACCOUNT NO.
00028668861NOTE NO.
82367

AMOUNT PAID \$ _____

BILL DUE ON 07-17-15

LOAN INFORMATION
BILL DATE
CURRENT BALANCE07-07-15
\$176,914.43LOAN BILL INFORMATION
FINAL PAYMENT
INTEREST TO 07-17-15\$176,914.43
\$432.71

TOTAL AMOUNT DUE

\$177,347.14

⑈5610⑈1000⑈⑈0028668861⑈82367

CUSTOMER COPY RETAIN FOR YOUR RECORDS

TRUSTMARK NATIONAL BANK
LOAN OPERATIONS
POST OFFICE BOX 1182
JACKSON, MISSISSIPPI 39215-1182

RELATED TO PRIME

ACCOUNT NO. NOTE NO.
00028668861 82367

2.935000

\$291,750.00 07-17-15 992

B DUE ON 07-17-15

LOAN INFORMATION
BILL DATE
CURRENT BALANCE07-07-15
\$176,914.43LOAN BILL INFORMATION
FINAL PAYMENT
INTEREST TO 07-17-15\$176,914.43
\$432.71

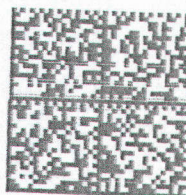
TOTAL AMOUNT DUE

\$177,347.14

SEE REVERSE SIDE FOR OPENING INSTRUCTIONS

TRUSTMARK NATIONAL BANK
POST OFFICE BOX 291
JACKSON, MISSISSIPPI 39205-0291

LN

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neopost

049J82038684

\$00.391

07/08/2015

Mailed From 39201
US POSTAGEWHISPERING PINES RETIREMENT COMMUNITY LL
11 PARKWAY BLVD
HATTIESBURG MS 39401-8893

FAJR55B 39401



Jessica Williams

From: Gretchen Ware <GWare@trustmark.com>
Sent: Thursday, August 06, 2015 3:21 PM
To: jwilliams@crpropertiesllc.com
Subject: Re: Off Site Loan Interest

Jessica

The interest due on both loans as of 8/17/15 are as follows:

#60881	\$4,343.47
#82367	\$ 503.43

I received the approval to renew both loans until 03/01/16 today and am in process of getting the paperwork done. Hopefully can get it out early next week so we can fund the draw. Thanks and let me know if you need anything else.

Gretchen Ware
Senior Vice President
Commercial Real Estate Division
Trustmark National Bank
Phone # 601 208-6460
Fax # 601 208-6823

From: "Jessica Williams" <jwilliams@crpropertiesllc.com>
To: "Gretchen Ware" <GWare@trustmark.com>
Date: 08/06/2015 12:21 PM
Subject: Off Site Loan Interest

Gretchen,

I will be submitting a draw request for the off-site portion of Whispering Pines to cover interest and engineering fees. Can I please have the total interest due for this month and any portion that is past due?

Thanks,

Jessica Williams
Controller
CR Properties
P 601-336-5050
F 601-336-5509

Jessica Williams

From: Gretchen Ware <GWare@trustmark.com>
Sent: Tuesday, September 15, 2015 5:29 PM
To: jwilliams@crpropertiesllc.com
Cc: Marcy Carder
Subject: Re: Whispering Pines Interest

#60881 is \$4,381.40
#82367 is 536.76

Gretchen Ware
Senior Vice President
Commercial Real Estate Division
Trustmark National Bank
Phone # 601 208-6460
Fax # 601 208-6823

From: "Jessica Williams" <jwilliams@crpropertiesllc.com>
To: "Gretchen Ware" <GWare@trustmark.com>
Cc: "Marcy Carder" <mcader@trustmark.com>
Date: 09/15/2015 03:52 PM
Subject: Whispering Pines Interest

Gretchen,

Can you please give me the interest amounts due for the Whispering Pines Retirement Community loans? We need to draw on the offsite loan for our interest payments.

Thanks,

Jessica Williams
Controller
CR Properties
P 601-336-5050
F 601-336-5509
jwilliams@crpropertiesllc.com

PLEASE DETACH AND RETURN WITH YOUR PAYMENT



ACCOUNT NO. NOTE NO.
00028668861 82367

AMOUNT PAID \$ _____

BILL DUE ON 09-17-15

LOAN INFORMATION
BILL DATE
CURRENT BALANCE

09-04-15
\$212,057.35

LOAN BILL INFORMATION
INTEREST TO 09-17-15

\$536.76

LATE FEE

\$7,076.58

TOTAL AMOUNT DUE

\$7,613.34

⑈5610⑈1000⑈⑈0028668861⑈82367

CUSTOMER COPY RETAIN FOR YOUR RECORDS

TRUSTMARK NATIONAL BANK
LOAN OPERATIONS
POST OFFICE BOX 1182
JACKSON, MISSISSIPPI 39215-1182

RELATED TO PRIME

ACCOUNT NO. NOTE NO.
00028668861 82367

2.950000

\$291,950.00 03-01-16 992

B DUE ON 09-17-15

LOAN INFORMATION
BILL DATE
CURRENT BALANCE

09-04-15
\$212,057.35

LOAN BILL INFORMATION
INTEREST TO 09-17-15

\$536.76

LATE FEE

\$7,076.58

TOTAL AMOUNT DUE

\$7,613.34

SEE REVERSE SIDE FOR OPENING INSTRUCTIONS



TRUSTMARK NATIONAL BANK
POST OFFICE BOX 291
JACKSON, MISSISSIPPI 39205-0291

LN

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FIRST CLASS MAIL
U.S. POSTAGE PAID
JACKSON, MISSISSIPPI
PERMIT NO. 121



WHISPERING PINES RETIREMENT COMMUNITY LL
11 PARKWAY BLVD
HATTIESBURG MS 39401-8893

HAJFSP1 39401



Jessica Williams

From: Gretchen Ware <GWare@trustmark.com>
Sent: Tuesday, October 06, 2015 2:49 PM
To: jwilliams@crpropertiesllc.com
Subject: Re: Off Site

The bill has not dropped yet but I can give you a good estimate:

\$534.13 on #82367
\$4,241.02 on #60881

Gretchen Ware
Senior Vice President
Commercial Real Estate Division
Trustmark National Bank
Phone # 601 208-6460
Fax # 601 208-6823

From: "Jessica Williams" <jwilliams@crpropertiesllc.com>
To: "Gretchen Ware" <GWare@trustmark.com>
Date: 10/06/2015 02:43 PM
Subject: Off Site

Gretchen,

We are preparing another draw on the offsite. Is it too soon to draw for this month's interest?

Thanks,

Jessica Williams
Controller
CR Properties
P 601-336-5050
F 601-336-5509
jwilliams@crpropertiesllc.com

PLEASE DETACH AND RETURN WITH YOUR PAYMENT

ACCOUNT NO.
00028668861NOTE NO.
82367

AMOUNT PAID \$ _____

BILL DUE ON 10-17-15

LOAN INFORMATION
BILL DATE
CURRENT BALANCE10-07-15
\$216,975.51LOAN BILL INFORMATION
INTEREST TO 10-17-15

\$534.13

LATE FEE

\$7,076.58

TOTAL AMOUNT DUE

\$7,610.71

⑈5610⑈1000⑈⑈0028668861⑈82367

CUSTOMER COPY RETAIN FOR YOUR RECORDS

TRUSTMARK NATIONAL BANK
LOAN OPERATIONS
POST OFFICE BOX 1182
JACKSON, MISSISSIPPI 39215-1182

RELATED TO PRIME

ACCOUNT NO. NOTE NO.
00028668861 82367

2.963000

\$291,950.00 03-01-16 992

B DUE ON 10-17-15

LOAN INFORMATION
BILL DATE
CURRENT BALANCE10-07-15
\$216,975.51LOAN BILL INFORMATION
INTEREST TO 10-17-15

\$534.13

LATE FEE

\$7,076.58

TOTAL AMOUNT DUE

\$7,610.71

SEE REVERSE SIDE FOR OPENING INSTRUCTIONS

TRUSTMARK NATIONAL BANK
POST OFFICE BOX 291
JACKSON, MISSISSIPPI 39205-0291

LN

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JACKSON, MISSISSIPPI
PERMIT NO. 121WHISPERING PINES RETIREMENT COMMUNITY LL
11 PARKWAY BLVD
HATTIESBURG MS 39401-8893

IAJRSPI 39401



MISSISSIPPI POWER
A SOUTHERN COMPANY

Customer Name
WHISPERING PINES ALF LLC

Billing Date
July 2, 2013

Account Number
17712-83018

Please Pay Upon Receipt

Total Due **\$ 9,250.00**

Service Address
NESB VETERANS BOULEVARD

Final Bill

This is your final bill.

Billing Summary

Previous Bill Amount		\$ 9,250.00
Payment Received	No Payment Received	- 0.00
Past Due Underground Distribution Facility		\$ 9,250.00
		Total Due \$ 9,250.00

Contact Us 24 hours a day, 7 days a week



mississippipower.com

Account Number	Web Access Code
17712-83018	295298



Customer Service	Power Outage Reporting
1-877-656-1836	1-800-487-3275

Payment Options

Online Just visit mississippipower.com/mypayment
Login to your account using the following:
Account number: 17712-83018
Web access code: 295298

By Mail

Mississippi Power Payments
PO Box 245
Birmingham, AL 35201-0245

Local Office The Mississippi Power local office for your service address is:
420 West Pine St
Hattiesburg, MS 39401

Off site
(Road)

email baele
7/16

PLEASE KEEP THIS PORTION FOR YOUR RECORDS

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT, MAKING SURE THE RETURN ADDRESS SHOWS IN THE ENVELOPE WINDOW

Final Bill

MISSISSIPPI POWER
A SOUTHERN COMPANY

420 West Pine St
Holttsburg, MS 39401

Account Number 17712-83018

Please Pay Upon Receipt**Total Due \$ 9,250.00**

☐ **Correct phone number and email?** Details on back

[illegible]

Mail To:
PO BOX 245
BIRMINGHAM AL
35201-0245

WHISPERING PINES ALF LLC
DANIEL JUSSÉLY
16 BELLEGRASS BLVD
HATTIESBURG MS 39402



Customer Name
WHISPERING PINES ALF LLC

Billing Date
May 14, 2013

Account Number
03072-52026

Delinquent After

May 28, 2013

Total Due

\$ 128,247.16

Service Address
NESB VETERANS MEMORIAL DR

Final Bill

This is your final bill.

Billing Summary

Previous Bill Amount	\$ 0.00
Payment Received	No Payment Received - 0.00
Underground Distribution Facility	+128,247.16
Total Due	\$128,247.16

Contact Us 24 hours a day, 7 days a week



mississippipower.com

Account Number

03072-52026

Web Access Code

980248



Customer Service

1-877-656-1836

Power Outage Reporting

1-800-487-3275

Payment Options

Online Just visit mississippipower.com/mypayment

Login to your account using the following:

Account number: 03072-52026

Web access code: 980248

By Mail

Mississippi Power Payments

PO Box 245

Birmingham, AL 35201-0245

Local Office The Mississippi Power local office for your

service address is:

420 West Pine St.

Hattiesburg, MS 39401

For current billing details, turn page over

03072-52026 19

PLEASE KEEP THIS PORTION FOR YOUR RECORDS.

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT, MAKING SURE THE RETURN ADDRESS SHOWS IN THE ENVELOPE WINDOW



420 West Pine St
Hattiesburg, MS 39401

**Final
Bill**

Account Number 03072-52026

Delinquent After

May 28, 2013

Total Due

\$ 128,247.16

☐ Correct phone number and email? Details on back.

04030725202629001282471600000000000128247160000000000

Mail To:
PO BOX 245
BIRMINGHAM AL
35201-0245

WHISPERING PINES ALF LLC
DANIEL JUSSERLY
16 BELLEGRASS BLVD
HATTIESBURG MS 39402



Customer Name
WHISPERING PINES ALF LLC

Billing Date
May 14, 2013

Account Number
03072-52026

Delinquent After

May 28, 2013

Total Due

\$ 128,247.16

Underground Distribution Facility

CAMERON, ROBIN W /601-545-4161/0000301613/COST TO PROVIDE U/G
SERVICE TO NEW ASSISTED LIVING

\$ 128,247.16

Underground Distribution Facility Installment \$128,247.16

Convenient Payment Programs

Paperless Billing Pay your electric bill with a mouse click. It's quick, easy, and convenient. To sign up, call 1-800-532-1502 or visit mississippipower.com/paperless

Auto Pay Save time and effort. Auto pay is a free bill payment option—you can authorize your bill amount to be automatically debited from your checking or savings account. To sign up, call 1-800-532-1502 or visit mississippipower.com/autopay

Credit Card Credit card payments are only accepted through BillMatrix, an authorized independent automated payment service. BillMatrix is not affiliated with Mississippi Power or Southern Company, and a service fee will be charged to handle the payment. To pay by phone: 1-800-834-2073 or visit our website and select Pay My Bill for the credit card option.

Consumer Check Conversion - When you pay your bill by check, you authorize us to make a one-time electronic debit from your banking account.

Do we have your correct primary phone number and email?

Why? When you call to report a power outage, our automated systems identify your address by your phone number. We may occasionally want to contact you via email with important information.

If your phone number or email address has changed, please update our records in the box below and mark the box on the front of the stub if you have entered a correction.

Primary Phone Number on file: 000-000-0000 at NESB VETERANS MEMORIAL DR

Email Address

Whispering Pines ALF LLC

0004

85-27/653

DATE

7/18/13

PAY TO THE
ORDER OF

Mississippi Power

\$ 137,497.16

100 DOLLARS

One hundred thirty seven thousand four hundred ninety seven and 16/100

Trustmark

Act # 171112-83018 = 9250

Act # 03072-52026 = 128247.16

[Signature]

⑆065300279⑆ ⑈1800252528⑈



A SOUTHERN COMPANY

Customer Name
WHISPERING PINES ILF LLC

Billing Date
Aug 19, 2014

Account Number
00425-41033

Delinquent After	Sep 2, 2014
Total Due	\$ 11,135.00

Service Address
NESB VETERANS BOULEVARD

Final Bill

This is your final bill.

Billing Summary

Previous Bill Amount		\$ 0.00
Payment Received	No Payment Received	- 0.00
Underground Distribution Facility		+11,135.00

Total Due \$11,135.00

Contact Us 24 hours a day, 7 days a week



mississippipower.com

Account Number	Web Access Code
00425-41033	841400



Customer Service	Power Outage Reporting
1-877-656-1836	1-800-487-3275

Payment Options

Online Just visit mississippipower.com/mypayment
Login to your account using the following:
Account number: 00425-41033
Web access code: 841400

By Mail

Mississippi Power Payments
PO Box 245
Birmingham, AL 35201-0245

Local Office The Mississippi Power local office for your service address is:
420 West Pine St
Hattiesburg, MS 39401

For current billing details, turn page over

104Z5-41033 b1

PLEASE KEEP THIS PORTION FOR YOUR RECORDS

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT, MAKING SURE THE RETURN ADDRESS SHOWS IN THE ENVELOPE WINDOW



420 West Pine St
Hattiesburg, MS 39401

Final Bill

Account Number 00425-41033

Delinquent After	Sep 2, 2014
Total Due	\$ 11,135.00

☐ **Correct phone number and email?** Details on back

04004254103339000111350000000000000011135000000000000

Mail To:
PO BOX 245
BIRMINGHAM AL
35201-0245

WHISPERING PINES ILF LLC
WHISPERING PINES ILF LLC
DANIEL JUSSÉLY
11 PARKWAY BLVD
HATTIESBURG MS 39401

R00001985

01



A SOUTHERN COMPANY

Customer Name
WHISPERING PINES ILF LLC

Billing Date
Aug 19, 2014

Account Number
00425-41033

Delinquent After

Sep 2, 2014

Total Due

\$ 11,135.00

Underground Distribution Facility

COOK, JOHNNY R /601-484-2616/0000479714/DIFF COST TO INSTALL
URD FACILITIES TO SERVE LIGHTING

\$ 11,135.00

Underground Distribution Facility installment \$ 11,135.00**Convenient Payment Programs**

Paperless Billing Pay your electric bill with a mouse click. It's quick, easy, and convenient. To sign up, call 1-800-532-1502 or visit mississippipower.com/paperless

Auto Pay Save time and effort. Auto pay is a free bill payment option—you can authorize your bill amount to be automatically debited from your checking or savings account. To sign up, call 1-800-532-1502 or visit mississippipower.com/autopay

Credit Card Credit card payments are only accepted through BillMatrix, an authorized independent automated payment service. BillMatrix is not affiliated with Mississippi Power or Southern Company, and a service fee will be charged to handle the payment. To pay by phone: 1-800-834-2073 or visit our website and select Pay My Bill for the credit card option

Consumer Check Conversion - When you pay your bill by check, you authorize us to make a one-time electronic debit from your banking account

Do we have your correct primary phone number and email?

Why? When you call to report a power outage, our automated systems identify your address by your phone number. We may occasionally want to contact you via email with important information.

If your phone number or email address has changed, please update our records in the box below and mark the box on the front of the stub if you have entered a correction.

Primary Phone Number on file: 000-000-0000 at NESB VETERANS BOULEVARD

Email Address

1029

WHISPERING PINES ALF 07/13
16 BELLEGRASS BLVD
HATTIESBURG, MS 39402-1804

DATE 9/10/2014

85-27-653

PAY
TO THE
ORDER OF

Mississippi Power

\$ 11,135⁰⁰

Eleven thousand one hundred thirty-five⁰⁰

DOLLARS



Trustmark
National Bank

FOR

00425-41033

[Signature]

⑈001029⑈ ⑈065300279⑈ ⑈4800252528⑈

1035

WHISPERING PINES ALF 07/13

16 BELLEGRASS BLVD
HATTIESBURG, MS 39402-1904

DATE

11/5/14

85-27-653

PAY
TO THE
ORDER OF

Mississippi Power

\$ 13,190.71

Thirteen thousand one hundred ninety ⁰⁰/₁₀₀

DOLLARS



Trustmark
National Bank

FOR

Offsite Draw # 7/35831-04002

[Signature]

MP

⑈001035⑈ ⑈065300279⑈ ⑈480025252⑈

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF FOUR PAGES

TO OWNER:	Whispering Pines ALF, LLC 16 Bedegrass Boulevard Hattiesburg, Mississippi 39402	PROJECT:	Whispering Pines Hattiesburg, Mississippi
FROM CONTRACTOR:	ICI Construction, Inc. 5057 Keller Springs Road, Ste. 200 Addison, Texas 75001	VIA ARCHITECT:	Galler Tolson French 2344 Highway 121, Suite 100 Bedford, Texas 76021
APPLICATION NO:	Two (2) OFF-SITE	DISTRIBUTION TO:	☒ OWNER
INVOICE #	290-2 OFF-SITE	PERIOD TO:	☒ ARCHITECT
PROJECT NO:	290 OFF-SITE	CONTRACTOR	☒ CONTRACTOR
CONTRACT DATE:	3-Apr-13		

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$ 1,178,056.00
2. Net change by Change Orders	\$ -
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 1,178,056.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 126,443.20

5. RETAINAGE:	\$ 12,644.32
a. 10 % of Completed Work (Column D + E on G703)	
b. 10 % of Stored Material (Column F on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 12,644.32

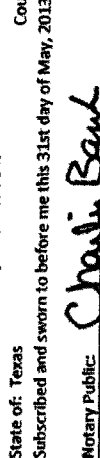
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 1,165,411.80
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 17,063.10
8. CURRENT PAYMENT DUE	\$ 96,735.78
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 1,068,257.12

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

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

CONTRACTOR: ICI CONSTRUCTION, INC.

By: 
Steve Williams, Vice President
State of: Texas
Subscribed and sworn to before me this 31st day of May, 2013.

Notary Public: 
Charlie Bank
My Commission Expires 01/06/2017

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

By: _____ Date: _____

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

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO:

Two (2)

Contractor's signed certification is attached.

APPLICATION DATE:

5/31/2013

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO:

5/25/2013

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO:

Whispering Pines

A Item No.	B Description of Work	C Scheduled Value	D Revised Scheduled Value	E Work Completed		F This Period	G Materials Presently Stored	H Total Completed And Stored to Date	I % (G/C)	J Balance To Finish	K Retainage
				Previous Application							
1	1611 Payroll and Burden	\$ 39,014.00	\$ 39,014.00	\$ -		\$ -	\$ -	\$ -	0.00%	\$ 39,014.00	\$ -
2	18032 Payment & Performance Bonds	\$ 18,011.00	\$ 18,011.00	\$ 18,011.00		\$ -	\$ -	\$ 18,011.00	100.00%	\$ -	\$ 1,801.10
3	18042 Sales Tax	\$ 41,232.00	\$ 41,232.00	\$ -		\$ 4,276.00	\$ -	\$ 4,276.00	10.37%	\$ 36,956.00	\$ 427.60
4	22004 Earthwork	\$ 227,603.00	\$ 227,603.00	\$ -		\$ 98,081.20	\$ -	\$ 98,081.20	43.09%	\$ 129,521.80	\$ 9,808.12
5	26004 Site Storm Drainage	\$ 144,316.00	\$ 144,316.00	\$ -		\$ -	\$ -	\$ -	0.00%	\$ 144,316.00	\$ -
6	27804 Utility Taps, Connections, Meters	\$ 31,000.00	\$ 31,000.00	\$ -		\$ -	\$ -	\$ -	0.00%	\$ 31,000.00	\$ -
7	27864 Underground Electrical Distribution	\$ 210,000.00	\$ 210,000.00	\$ -		\$ -	\$ -	\$ -	0.00%	\$ 210,000.00	\$ -
8	29004 Landscape & Irrigation	\$ 7,200.00	\$ 7,200.00	\$ -		\$ -	\$ -	\$ -	0.00%	\$ 7,200.00	\$ -
9	33004 Building Concrete	\$ 398,559.00	\$ 398,559.00	\$ -		\$ -	\$ -	\$ -	0.00%	\$ 398,559.00	\$ -
10	General Contractor's Overhead/Profit	\$ 61,121.00	\$ 61,121.00	\$ 948.00		\$ 5,127.00	\$ -	\$ 6,075.00	9.94%	\$ 55,046.00	\$ 607.50
11		\$ 1,178,056.00	\$ 1,178,056.00	\$ 18,959.00		\$ 107,484.20	\$ -	\$ 126,443.20	10.73%	\$ 1,051,612.80	\$ 12,644.32

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF FOUR PAGES

TO OWNER:		Whispering Pines ALF, LLC 16 Bellegrass Boulevard Hattiesburg, Mississippi 39402	PROJECT:	Whispering Pines Hattiesburg, Mississippi	APPLICATION NO:	Three (3) OFF-SITE	Distribution to:
FROM CONTRACTOR:		ICI Construction, Inc. 5057 Keller Springs Road, Ste. 200 Addison, Texas 75001	VIA ARCHITECT:	Gallier Tolson French 2344 Highway 121, Suite 100 Bedford, Texas 76021	INVOICE #	290-3 OFF-SITE	☒ OWNER
					PERIOD TO:	25-Jun-13	☒ ARCHITECT
					PROJECT NO:	290 OFF-SITE	☒ CONTRACTOR
Contract For:		Whispering Pines Assisted Living Facility and Cottages			CONTRACT DATE:	3-Apr-13	

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$ 1,178,056.00
2. Net change by Change Orders	\$ -
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 1,178,056.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 220,356.20
5. RETAINAGE:	
a. 10 % of Completed Work (Column D + E on G703)	\$ 22,035.62
b. 10 % of Stored Material (Column F on G703)	\$ -
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 22,035.62
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 198,320.58
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 113,798.88
8. CURRENT PAYMENT DUE	\$ 84,521.70
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 979,735.42

CONTRACTOR: ICI CONSTRUCTION, INC.

By:  Steve Williams, Vice President

State of: Texas

Subscribed and sworn to before me this 26th day of June, 2013.

Notary Public:  Charlie Bank

County of:

Texas

Date:

5/26/2013

CHARLIE BANK

Notary Public, State of Texas

My Commission Expires

1-6-14/6/2017

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

ARCHITECT: GALLIER TOLSON FRENCH

By:

Date:

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

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

CONTINUATION SHEET

AIA Document G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Three (3)

APPLICATION DATE: 6/26/2013

PERIOD TO: 6/25/2013

ARCHITECT'S PROJECT NO: Whispering Pines

A Item No.	B Description of Work	C Scheduled Value	D Revised Scheduled Value	E Work Completed		F This Period	G Materials Presently Stored	H Total Completed And Stored to Date	I % (G/C)	J Balance To Finish	K Retainage
				Previous Application							
1	1611 Payroll and Burden	\$ 39,014.00	\$ 39,014.00	\$ -	\$ -	\$ 7,025.00	\$ -	\$ 7,025.00	18.01%	\$ 31,989.00	\$ 702.50
2	18032 Payment & Performance Bonds	\$ 18,011.00	\$ 18,011.00	\$ 18,011.00	\$ -	\$ -	\$ -	\$ 18,011.00	100.00%	\$ -	\$ 1,801.10
3	18042 Sales Tax	\$ 41,232.00	\$ 41,232.00	\$ 4,276.00	\$ -	\$ -	\$ -	\$ 4,276.00	10.37%	\$ 36,956.00	\$ 427.60
4	22004 Earthwork	\$ 227,603.00	\$ 227,603.00	\$ 98,081.20	\$ -	\$ 35,100.00	\$ -	\$ 133,181.20	58.51%	\$ 94,421.80	\$ 13,318.12
5	26004 Site Storm Drainage	\$ 144,316.00	\$ 144,316.00	\$ -	\$ -	\$ 15,695.00	\$ -	\$ 15,695.00	10.88%	\$ 128,621.00	\$ 1,569.50
6	27804 Utility Taps, Connections, Meters	\$ 31,000.00	\$ 31,000.00	\$ -	\$ -	\$ 31,000.00	\$ -	\$ 31,000.00	100.00%	\$ -	\$ 3,100.00
7	27864 Underground Electrical Distribution	\$ 210,000.00	\$ 210,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 210,000.00	\$ -
8	29004 Landscape & Irrigation	\$ 7,200.00	\$ 7,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 7,200.00	\$ -
9	33004 Building Concrete	\$ 398,559.00	\$ 398,559.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 398,559.00	\$ -
10	General Contractor's Overhead/Profit	\$ 61,121.00	\$ 61,121.00	\$ 6,075.00	\$ -	\$ 5,093.00	\$ -	\$ 11,168.00	18.27%	\$ 49,953.00	\$ 1,116.80
11		\$ 1,178,056.00	\$ 1,178,056.00	\$ 126,443.20	\$ -	\$ 93,913.00	\$ -	\$ 220,356.20	18.71%	\$ 957,699.80	\$ 22,035.62

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF FOUR PAGES

TO OWNER: Whispering Pines ALF, LLC
16 Bellegrass Boulevard
Hattiesburg, Mississippi 39402

PROJECT:

Whispering Pines
Hattiesburg, Mississippi

APPLICATION NO: Five (5) OFF-SITE

Distribution to:

16 Bellegrass Boulevard
Hattiesburg, Mississippi 39402

INVOICE #

290-5 OFF-SITE

☒ OWNER**FROM CONTRACTOR:**

ICI Construction, Inc.
5057 Keller Springs Road, Ste. 200
Addison, Texas 75001

VIA ARCHITECT:

Gallier Tolson French
2344 Highway 121, Suite 100
Bedford, Texas 76021

PERIOD TO:

25-Aug-13

☒ ARCHITECT**PROJECT NO:**

290 OFF-SITE

☐

Contract For: Whispering Pines Assisted Living Facility and Cottages

CONTRACT DATE: 3-Apr-13**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

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

1. ORIGINAL CONTRACT SUM \$ 1,178,056.00
2. Net change by Change Orders \$ (243,828.54)
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 934,227.46
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 324,256.20

5. RETAINAGE:

- a. 10 % of Completed Work
(Column D + E on G703)
b. 10 % of Stored Material
(Column F on G703)

\$ 32,425.62
\$ -

Total Retainage (Lines 5a + 5b or

Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE \$ 32,425.62

\$ 291,830.58

7. LESS PREVIOUS CERTIFICATES FOR

PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE**9. BALANCE TO FINISH, INCLUDING RETAINAGE**

(Line 3 less Line 6)

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED\$

93,510.00

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

ARCHITECT: GALIER TOLSON-FRENCH

By:

Date:

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

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

Five (5)

APPLICATION DATE:

8/27/2013

PERIOD TO:

8/25/2013

ARCHITECT'S PROJECT NO:

Whispering Pines

A Item No	B Description of Work	C Original Scheduled Value	D Revised Scheduled Value	E Material Cost Deductions	F Current Scheduled Value	G Work Completed		I Materials Presently Stored	J Total Completed And Stored to Date	K % (S/C)	L Balance To Finish	M Retainage
						Previous Application	This Period					
1	1611 Payroll and Burden	\$ 39,014.00	\$ 39,014.00	\$ -	\$ 39,014.00	\$ 7,025.00	\$ -	\$ -	\$ 7,025.00	18.01%	\$ 31,989.00	\$ 702.50
2	18032 Payment & Performance Bonds	\$ 18,011.00	\$ 18,011.00	\$ -	\$ 18,011.00	\$ 18,011.00	\$ -	\$ -	\$ 18,011.00	100.00%	\$ -	\$ 1,801.10
3	18042 Sales Tax	\$ 41,232.00	\$ 41,232.00	\$ -	\$ 41,232.00	\$ 4,276.00	\$ -	\$ -	\$ 4,276.00	10.37%	\$ 36,956.00	\$ 427.60
4	22004 Earthwork	\$ 227,603.00	\$ 371,919.00	\$ (106,330.54)	\$ 265,588.46	\$ 148,876.20	\$ 94,470.00	\$ -	\$ 243,346.20	91.63%	\$ 22,242.26	\$ 24,334.62
5	26004 Site Storm Drainage	\$ 144,316.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
6	27804 Utility Taps, Connections, Meters	\$ 31,000.00	\$ 31,000.00	\$ -	\$ 31,000.00	\$ 31,000.00	\$ -	\$ -	\$ 31,000.00	100.00%	\$ -	\$ 3,100.00
7	27864 Underground Electrical Distribution	\$ 210,000.00	\$ 210,000.00	\$ (137,498.00)	\$ 72,502.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 72,502.00	\$ -
8	29004 Landscape & Irrigation	\$ 7,200.00	\$ 7,200.00	\$ -	\$ 7,200.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 7,200.00	\$ -
9	33004 Building Concrete	\$ 398,559.00	\$ 398,559.00	\$ -	\$ 398,559.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 398,559.00	\$ -
10	General Contractor's Overhead/Profit	\$ 61,121.00	\$ 61,121.00	\$ -	\$ 61,121.00	\$ 11,168.00	\$ 9,430.00	\$ -	\$ 20,598.00	33.70%	\$ 40,523.00	\$ 2,059.80
11		\$ 1,178,056.00	\$ 1,178,056.00	\$ (243,828.54)	\$ 934,227.46	\$ 270,356.20	\$ 103,900.00	\$ -	\$ 324,256.20	34.71%	\$ 609,971.26	\$ 32,425.62

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF FOUR PAGES

TO OWNER: Whispering Pines ALF, LLC
16 Bellegrass Boulevard
Hattiesburg, Mississippi 39402

PROJECT:

Whispering Pines
Hattiesburg, Mississippi

APPLICATION NO:**Six (6) OFF-SITE****Distribution to:**

16 Bellegrass Boulevard
Hattiesburg, Mississippi 39402

Whispering Pines
Hattiesburg, Mississippi

INVOICE #**290-6 OFF-SITE**☒ **OWNER**

16 Bellegrass Boulevard
Hattiesburg, Mississippi 39402

Whispering Pines
Hattiesburg, Mississippi

PERIOD TO:**25-Sep-13**☒ **ARCHITECT****FROM CONTRACTOR:****VIA ARCHITECT:**

ICI Construction, Inc.
5057 Keller Springs Road, Ste. 200
Addison, Texas 75001

Gallier Tolson French
2344 Highway 121, Suite 100
Bedford, Texas 76021

PROJECT NO:**290 OFF-SITE**

Contract For: Whispering Pines Assisted Living Facility and Cottages

CONTRACT DATE:**3-Apr-13****CONTRACTOR'S APPLICATION FOR PAYMENT**

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

1. ORIGINAL CONTRACT SUM \$ 1,178,056.00
2. Net change by Change Orders \$ (243,828.54)
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 934,227.46
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 369,434.46

5. RETAINAGE:
a. 10 % of Completed Work (Column D + E on G703) \$ 36,943.45
b. 10 % of Stored Material (Column F on G703) \$ -
Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 36,943.45

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 332,491.01

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 291,830.58

8. CURRENT PAYMENT DUE \$ 40,660.43

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 601,736.45

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved		
In previous months by Owner	\$0.00	\$243,828.54
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$243,828.54
NET CHANGES by Change Order	(\$243,828.54)	

CONTRACTOR: ICI CONSTRUCTION, INC.By:  Steve Williams, Vice President

State of: Texas

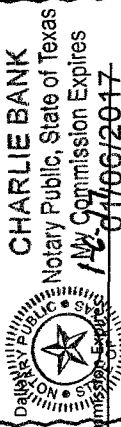
County of:

Subscribed and sworn to before me this 24th day of September, 2013.

Notary Public:

 Charlie Bank

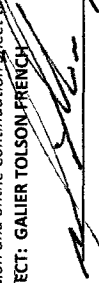
Date: 9/24/2013

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

AMOUNT CERTIFIED\$ 40,660.43

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

ARCHITECT: GALIER TOLSON FRENCHBy: 

Date:

7-24-13

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



CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO: **Slk (6)**
 APPLICATION DATE: **9/24/2013**
 PERIOD TO: **9/25/2013**
 ARCHITECT'S PROJECT NO: **Whispering Pines**

A Item No.	B Description of Work	C Original Scheduled Value	D Revised Scheduled Value	E Material Cost Deductions	F Current Scheduled Value	G Work Completed		I Materials Presently Stored	J Total Completed And Stored to Date	K % (G/C)	L Balance To Finish	M Retainage
						Previous Application	This Period					
1	1611 Payroll and Burden	\$ 39,014.00	\$ 39,014.00	\$ -	\$ 39,014.00	\$ 7,025.00	\$ 7,500.00	\$ -	\$ 14,525.00	37.23%	\$ 24,489.00	\$ 1,452.50
2	18032 Payment & Performance Bonds	\$ 18,011.00	\$ 18,011.00	\$ -	\$ 18,011.00	\$ 18,011.00	\$ -	\$ -	\$ 18,011.00	100.00%	\$ -	\$ 1,801.10
3	18042 Sales Tax	\$ 41,232.00	\$ 41,232.00	\$ -	\$ 41,232.00	\$ 4,276.00	\$ 12,054.00	\$ -	\$ 16,330.00	39.61%	\$ 24,902.00	\$ 1,633.00
4	22004 Earthwork	\$ 227,603.00	\$ 371,919.00	\$ (106,330.54)	\$ 265,588.46	\$ 243,346.20	\$ 22,242.26	\$ -	\$ 265,588.46	100.00%	\$ -	\$ 26,558.85
5	26004 Site Storm Drainage	\$ 144,316.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
6	27804 Utility Taps, Connections, Meters	\$ 31,000.00	\$ 31,000.00	\$ -	\$ 31,000.00	\$ 31,000.00	\$ -	\$ -	\$ 31,000.00	100.00%	\$ -	\$ 3,100.00
7	27864 Underground Electrical Distribution	\$ 210,000.00	\$ 210,000.00	\$ (137,498.00)	\$ 72,502.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 72,502.00	\$ -
8	29004 Landscape & Irrigation	\$ 7,200.00	\$ 7,200.00	\$ -	\$ 7,200.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 7,200.00	\$ -
9	33004 Building Concrete	\$ 398,559.00	\$ 398,559.00	\$ -	\$ 398,559.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 398,559.00	\$ -
10	General Contractor's Overhead/Profit	\$ 61,121.00	\$ 61,121.00	\$ -	\$ 61,121.00	\$ 20,598.00	\$ 3,382.00	\$ -	\$ 23,980.00	39.23%	\$ 37,141.00	\$ 2,398.00
11		\$ 1,178,056.00	\$ 1,178,056.00	\$ (243,828.54)	\$ 934,227.46	\$ 324,256.20	\$ 45,178.26	\$ -	\$ 369,434.46	39.54%	\$ 564,793.00	\$ 36,943.45

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF FOUR PAGES

TO OWNER:

Whispering Pines ALF, LLC
16 Bellegrass Boulevard
Hattiesburg, Mississippi 39402

PROJECT:

Whispering Pines
Hattiesburg, Mississippi

APPLICATION NO:

Seven (7) OFF-SITE

Distribution to:

INVOICE

290-7 OFF-SITE

☒ OWNER

PERIOD TO:

25-Oct-13

☒ ARCHITECT

FROM CONTRACTOR:

ICI Construction, Inc.
5057 Keller Springs Road, Ste. 200
Addison, Texas 75001

VIA ARCHITECT:

Galler Tolson French
2344 Highway 121, Suite 100
Bedford, Texas 76021

PROJECT NO:

290 OFF-SITE

Contract For:

Whispering Pines Assisted Living Facility and Cottages

CONTRACT DATE:

3-Apr-13

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM

2. Net change by Change Orders

3. CONTRACT SUM TO DATE (Line 1 ± 2)

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)

5. RETAINAGE:

a. 10 % of Completed Work (Column D + E on G703)

b. 10 % of Stored Material (Column F on G703)

Total Retainage (Lines 5a + 5b or (Line 4 less Line 5 Total))

Total in Column I of G703

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

\$ 1,178,056.00

\$ (243,828.54)

\$ 934,227.46

\$ 451,695.96

\$ 45,169.60

\$ -

\$ 45,169.60

\$ 406,526.36

\$ 291,830.58

\$ 144,695.78

\$ 527,701.10

\$ 332,491.01

\$ 74,035.35

Date: 10/22/2013

By: 
Steve Williams, Vice President
State of: Texas

Notary Public: 
Charlie Bank
Notary Public, State of Texas
My Commission Expires 10/26/2017

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

\$ 74,035.35

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

ARCHITECT: GALLER TOLSON FRENCH

By:


Date: 10-22-13

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

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

AIA DOCUMENT G703

APPLICATION NO: Seven (7)

APPLICATION DATE: 10/22/2013

PERIOD TO: 10/25/2013

ARCHITECT'S PROJECT NO: Whispering Pines

A	B	C	D	E	F	G	H	I	J	K	L	M
Item No.	Description of Work	Original Scheduled Value	Revised Scheduled Value	Material Cost Deductions	Current Scheduled Value	Previous Application	Work Completed This Period	Materials Presently Stored	Total Completed And Stored to Date	% (I/J)	Balance To Finish	Retainage
1	1611 Payroll and Burden	\$ 39,034.00	\$ 39,034.00	\$ -	\$ 39,034.00	\$ 14,325.00	\$ -	\$ -	\$ 14,325.00	37.25%	\$ 24,489.00	\$ 1,452.50
2	18032 Payment & Performance Bonds	\$ 18,011.00	\$ 18,011.00	\$ -	\$ 18,011.00	\$ 18,011.00	\$ -	\$ -	\$ 18,011.00	100.00%	\$ -	\$ 1,801.10
3	18042 Sales Tax	\$ 41,232.00	\$ 41,232.00	\$ -	\$ 41,232.00	\$ 16,330.00	\$ 3,669.00	\$ -	\$ 19,999.00	48.50%	\$ 21,233.00	\$ 2,895.90
4	22004 Earthwork	\$ 227,603.00	\$ 371,919.00	\$ (106,390.54)	\$ 265,588.46	\$ 265,588.46	\$ -	\$ -	\$ 265,588.46	100.00%	\$ -	\$ 26,558.85
5	26004 Site Storm Drainage	\$ 249,336.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
6	27804 Utility Taps, Connections, Meters	\$ 31,000.00	\$ 31,000.00	\$ -	\$ 31,000.00	\$ 31,000.00	\$ -	\$ -	\$ 31,000.00	100.00%	\$ -	\$ 3,100.00
7	27864 Underground Electrical Distribution	\$ 210,000.00	\$ 210,000.00	\$ (137,498.00)	\$ 72,502.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 72,502.00	\$ -
8	28004 Landscapes & Irrigation	\$ 7,200.00	\$ 7,200.00	\$ -	\$ 7,200.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 7,200.00	\$ -
9	39004 Building Concrete	\$ 398,559.00	\$ 398,559.00	\$ (70,000.00)	\$ 328,559.00	\$ -	\$ 73,075.50	\$ -	\$ 73,075.50	22.24%	\$ 255,483.50	\$ 7,307.55
30	General Contractor's Overhead/Profit	\$ 61,121.00	\$ 61,121.00	\$ -	\$ 61,121.00	\$ 29,980.00	\$ 5,517.00	\$ -	\$ 35,497.00	48.26%	\$ 31,624.00	\$ 2,945.70
31		\$ 1,178,056.00	\$ 1,178,056.00	\$ (313,828.54)	\$ 864,227.46	\$ 864,227.46	\$ 82,261.50	\$ -	\$ 451,695.96	52.27%	\$ 412,531.50	\$ 45,169.60

1005

WHISPERING PINES ALF 07/13
16 BELLEGRASS BLVD
HATTIESBURG, MS 39402-1904

85-27-653

DATE 10/31/2013

PAY TO THE ORDER OF

IC1 Construction

Seventy four thousand thirty five 35/100

\$ 74035 35/100

DOLLARS



FOR Draw #7 off Site

#001005# #065300279# #480025252#

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: **Eight (8)**
 APPLICATION DATE: **11/26/2013**
 PERIOD TO: **11/25/2013**
 ARCHITECT'S PROJECT NO: **Whispering Pines**

A Item No.	B Description of Work	C Original Scheduled Value	D Revised Scheduled Value	E Material Cost Deductions	F Current Scheduled Value	G Work Completed		H This Period	I Materials Presently Stored	J Total Completed And Stored to Date	K % (G/C)	L Balance To Finish	M Retainage
						Previous Application							
1	1611 Payroll and Burden	\$ 39,014.00	\$ 39,014.00	\$ -	\$ 39,014.00	\$ 14,525.00	\$ 10,000.00	\$ -	\$ -	\$ 24,525.00	62.86%	\$ 14,489.00	\$ 2,452.50
2	18032 Payment & Performance Bonds	\$ 18,011.00	\$ 18,011.00	\$ -	\$ 18,011.00	\$ 18,011.00	\$ -	\$ -	\$ -	\$ 18,011.00	100.00%	\$ -	\$ 1,801.10
3	18042 Sales Tax	\$ 41,232.00	\$ 41,232.00	\$ -	\$ 41,232.00	\$ 19,999.00	\$ 4,741.00	\$ -	\$ -	\$ 24,740.00	60.00%	\$ 16,492.00	\$ 2,474.00
4	22004 Earthwork	\$ 227,603.00	\$ 371,919.00	\$ (106,330.54)	\$ 265,588.46	\$ 265,588.46	\$ -	\$ -	\$ -	\$ 265,588.46	100.00%	\$ -	\$ 26,558.85
5	26004 Site Storm Drainage	\$ 144,316.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
6	27804 Utility Taps, Connections, Meters	\$ 31,000.00	\$ 31,000.00	\$ -	\$ 31,000.00	\$ 31,000.00	\$ -	\$ -	\$ -	\$ 31,000.00	100.00%	\$ -	\$ 3,100.00
7	27864 Underground Electrical Distribution	\$ 210,000.00	\$ 210,000.00	\$ (137,498.00)	\$ 72,502.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 72,502.00	\$ -
8	29004 Landscape & Irrigation	\$ 7,200.00	\$ 7,200.00	\$ -	\$ 7,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 7,200.00	\$ -
9	33004 Building Concrete	\$ 398,559.00	\$ 398,559.00	\$ (70,000.00)	\$ 328,559.00	\$ 73,075.50	\$ 50,000.00	\$ -	\$ -	\$ 123,075.50	37.46%	\$ 205,483.50	\$ 12,307.55
10		\$ 61,121.00	\$ 61,121.00	\$ -	\$ 61,121.00	\$ 29,497.00	\$ 7,053.00	\$ -	\$ -	\$ 36,550.00	59.80%	\$ 24,571.00	\$ 3,655.00
11	General Contractor's Overhead/Profit	\$ 1,178,056.00	\$ 1,178,056.00	\$ (313,828.54)	\$ 864,227.46	\$ 451,695.96	\$ 71,794.00	\$ -	\$ -	\$ 523,489.96	60.57%	\$ 340,737.50	\$ 52,349.00

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF FOUR PAGES

TO OWNER: Whispering Pines ALF, LLC
16 Bellegrass Boulevard
Hattiesburg, Mississippi 39402

Whispering Pines
Hattiesburg, Mississippi

PROJECT:

APPLICATION NO: Eleven (11) OFF-SITE

Distribution to:

16 Bellegrass Boulevard
Hattiesburg, Mississippi 39402

INVOICE #

☒ OWNER

FROM CONTRACTOR:

VIA ARCHITECT:

PERIOD TO: 25-Feb-14

☒ ARCHITECT

FROM CONTRACTOR:

VIA ARCHITECT:

ICI Construction, Inc.
5057 Keller Springs Road, Ste. 200
Addison, Texas 75001

Gallier Tolson French
2344 Highway 121, Suite 100
Bedford, Texas 76021

PROJECT NO: 290 OFF-SITE

Contract For: Whispering Pines Assisted Living Facility and Cottages

CONTRACT DATE: 3-Apr-13

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM \$ 1,178,056.00
2. Net change by Change Orders \$ (243,828.54)
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 934,227.46
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 670,197.96

5. RETAINAGE:
 - a. 10 % of Completed Work (Column D + E on G703) \$ 67,019.80
 - b. 10 % of Stored Material (Column F on G703) \$ -

Total Retainage (Lines 5a + 5b or

6. TOTAL EARNED LESS RETAINAGE

Total in Column I of G703)	\$ 67,019.80
(Line 4 Less Line 5 Total)	\$ 603,178.16

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 471,140.96
8. CURRENT PAYMENT DUE \$ 132,037.20
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 331,049.30

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$243,828.54
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$243,828.54
NET CHANGES by Change Order	(\$243,828.54)	

CONTRACTOR: ICI CONSTRUCTION, INC.

By:  Steve Williams, Vice President
State of: Texas
Subscribed and sworn to before me this 25th day of February, 2014
Notary Public:  Charlie French
Date: 01/06/2014
My Commission Expires: 01/06/2017
Commission Expires: 01/06/2017

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

ARCHITECT: GALLIER TOLSON FRENCH

By:  Date: 2-25-14

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

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO. Eleven (11)
APPLICATION DATE: 2/25/2014
PERIOD TO: 2/25/2014
ARCHITECT'S PROJECT NO: Whispering Pines

A Item No	B Description of Work	C Original Scheduled Value	D Revised Scheduled Value	E Material Cost Deductions	F Current Scheduled Value	G Work Completed		I Materials Presently Stored	J Total Completed And Stored to Date	K % (G/C)	L Balance To Finish	M Retainage
						Previous Application	This Period					
1	1611 Payroll and Burden	\$ 39,014.00	\$ 39,014.00	\$ -	\$ 39,014.00	\$ 24,525.00	\$ -	\$ -	\$ 24,525.00	62.86%	\$ 14,489.00	\$ 2,452.50
2	18032 Payment & Performance Bonds	\$ 18,011.00	\$ 18,011.00	\$ -	\$ 18,011.00	\$ 18,011.00	\$ -	\$ -	\$ 18,011.00	100.00%	\$ -	\$ 1,801.10
3	18042 Sales Tax	\$ 41,232.00	\$ 41,232.00	\$ -	\$ 41,232.00	\$ 24,740.00	\$ -	\$ -	\$ 24,740.00	60.00%	\$ 16,492.00	\$ 2,472.00
4	22004 Earthwork	\$ 227,603.00	\$ 371,919.00	\$ (106,330.54)	\$ 265,588.46	\$ 265,588.46	\$ -	\$ -	\$ 265,588.46	100.00%	\$ -	\$ 26,558.85
5	26004 Site Storm Drainage	\$ 144,316.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
6	27804 Utility Taps, Connections, Meters	\$ 31,000.00	\$ 31,000.00	\$ -	\$ 31,000.00	\$ 31,000.00	\$ -	\$ -	\$ 31,000.00	100.00%	\$ -	\$ 3,100.00
7	27864 Underground Electrical Distribution	\$ 210,000.00	\$ 210,000.00	\$ (137,498.00)	\$ 72,502.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 72,502.00	\$ -
8	29004 Landscape & Irrigation	\$ 7,200.00	\$ 7,200.00	\$ -	\$ 7,200.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 7,200.00	\$ -
9	33004 Building Concrete	\$ 398,559.00	\$ 398,559.00	\$ (70,000.00)	\$ 328,559.00	\$ 123,075.50	\$ 136,000.00	\$ -	\$ 259,075.50	78.85%	\$ 69,483.50	\$ 25,907.55
10	General Contractor's Overhead/Profit	\$ 61,121.00	\$ 61,121.00	\$ -	\$ 61,121.00	\$ 36,550.00	\$ 10,708.00	\$ -	\$ 47,258.00	77.32%	\$ 13,863.00	\$ 4,725.80
11		\$ 1,178,056.00	\$ 1,178,056.00	\$ (313,828.54)	\$ 864,227.46	\$ 523,489.96	\$ 146,708.00	\$ -	\$ 670,197.96	77.55%	\$ 194,029.50	\$ 67,019.80

WHISPERING PINES ALF 87113 1016

DATE 2/17/14

TO IC Construction

FOR DEPOSITED THIRTYTHREE THOUSAND THIRTY SEVEN 20/100 \$ 132037.20

Pay to the order of

IC Construction Development (Sik)

Signature

1001016 1055300779 1480025678

Ck 1016 Ref 401286082 Pd 3/21

\$132037.20

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF FOUR PAGES

TO OWNER: Whispering Pines ALF, LLC
16 Bellegrass Boulevard
Hattiesburg, Mississippi 39402

PROJECT: Whispering Pines
Hattiesburg, Mississippi

APPLICATION NO: Twelve (12) OFF-SITE

Distribution to:

INVOICE # 290-12 OFF-SITE ☒ OWNER

PERIOD TO: 25-Mar-14 ☒ ARCHITECT

☒ CONTRACTOR

FROM CONTRACTOR: VIA ARCHITECT:

ICI Construction, Inc.
5057 Keller Springs Road, Ste. 200
Addison, Texas 75001

Galler Tolson French
2344 Highway 121, Suite 100
Bedford, Texas 76021

PROJECT NO: 290 OFF-SITE

CONTRACT DATE: 3-Apr-13

Contract For: Whispering Pines Assisted Living Facility and Cottages

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM \$ 1,178,056.00
2. Net change by Change Orders \$ (243,828.54)
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 934,227.46
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 749,577.96

5. RETAINAGE:
 - a. 10 % of Completed Work (Column D + E on G703) \$ 74,957.80
 - b. 10 % of Stored Material (Column F on G703) \$ -

Total Retainage (Lines 5a + 5b or

6. TOTAL EARNED LESS RETAINAGE

Total in Column I of G703) \$ 74,957.80

(Line 4 Less Line 5 Total) \$ 674,620.16

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 603,178.16
8. CURRENT PAYMENT DUE \$ 71,442.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 259,607.30

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$243,828.54
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$243,828.54
NET CHANGES by Change Order	(\$243,828.54)	

CONTRACTOR: ICI CONSTRUCTION, INC.

By: 

Steve Williams, Vice President

State of: Texas

Subscribed and sworn to before me this 26th day of March, 2014.

Notary Public: Charlie Bank

My Commission Expires 07-17-17

Date: 3/26/2014

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED\$

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

ARCHITECT: GALIER TOLSON FRENCH

By: 

Date:

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

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: **Twelve (12)**
APPLICATION DATE: **3/26/2014**
PERIOD TO: **3/25/2014**
ARCHITECT'S PROJECT NO: **Whispering Pines**

A Item No.	B Description of Work	C Original Scheduled Value	D Revised Scheduled Value	E Material Cost Deductions	F Current Scheduled Value	G Work Completed		H This Period	I Materials Presently Stored	J Total Completed And Stored to Date	K % (G/C)	L Balance To Finish	M Retainage
						Previous Application							
1	1611 Payroll and Burden	\$ 39,014.00	\$ 39,014.00	\$ -	\$ 39,014.00	\$ 24,525.00	\$ 14,489.00	\$ -	\$ -	\$ 39,014.00	100.00%	\$ -	\$ 3,901.40
2	18032 Payment & Performance Bonds	\$ 18,011.00	\$ 18,011.00	\$ -	\$ 18,011.00	\$ 18,011.00	\$ -	\$ -	\$ -	\$ 18,011.00	100.00%	\$ -	\$ 1,801.10
3	18042 Sales Tax	\$ 41,232.00	\$ 41,232.00	\$ -	\$ 41,232.00	\$ 24,740.00	\$ 10,719.00	\$ -	\$ -	\$ 35,459.00	86.00%	\$ 5,773.00	\$ 3,545.90
4	22004 Earthwork	\$ 227,603.00	\$ 371,919.00	\$ (106,330.54)	\$ 265,588.46	\$ 265,588.46	\$ -	\$ -	\$ -	\$ 265,588.46	100.00%	\$ -	\$ 26,558.85
5	26004 Site Storm Drains	\$ 144,316.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
6	27804 Utility Taps, Connections, Meters	\$ 31,000.00	\$ 31,000.00	\$ -	\$ 31,000.00	\$ 31,000.00	\$ -	\$ -	\$ -	\$ 31,000.00	100.00%	\$ -	\$ 3,100.00
7	27864 Underground Electrical Distribution	\$ 210,000.00	\$ 210,000.00	\$ (137,498.00)	\$ 72,502.00	\$ -	\$ 48,576.00	\$ -	\$ -	\$ 48,576.00	67.00%	\$ 23,926.00	\$ 4,857.60
8	29004 Landscape & Irrigation	\$ 7,200.00	\$ 7,200.00	\$ -	\$ 7,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 7,200.00	\$ -
9	33004 Building Concrete	\$ 398,559.00	\$ 398,559.00	\$ (70,000.00)	\$ 328,559.00	\$ 259,075.50	\$ -	\$ -	\$ -	\$ 259,075.50	78.85%	\$ 69,483.50	\$ 25,907.55
10	General Contractor's Overhead/Profit	\$ 61,121.00	\$ 61,121.00	\$ -	\$ 61,121.00	\$ 47,258.00	\$ 5,596.00	\$ -	\$ -	\$ 52,854.00	86.47%	\$ 8,267.00	\$ 5,285.40
11		\$ 1,178,056.00	\$ 1,178,056.00	\$ (313,828.54)	\$ 864,227.46	\$ 670,197.96	\$ 79,380.00	\$ -	\$ -	\$ 749,577.96	86.75%	\$ 114,649.50	\$ 74,957.80

1018
WHISPERING PINES ALF 07/13
18 BELLEGRASS BLVD
HATTIESBURG, MS 39402-1904

DATE 4/14/2014
86-27-853

PAY TO THE ORDER OF ICL Construction
Seventy-one four hundred forty-two ⁰⁰/₁₀₀ DOLLARS
FOR March Office Draw
11001018 1106530029111480025252811

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF FOUR PAGES

TO OWNER: Whispering Pines ALF, LLC
16 Bellegrass Boulevard
Hattiesburg, Mississippi 39402

PROJECT:

Whispering Pines
Hattiesburg, Mississippi

APPLICATION NO:

Sixteen (16) OFF-SITE

Distribution to:

INVOICE # 290-16 OFF-SITE ☒ OWNER

PERIOD TO: 25-Jul-14 ☒ ARCHITECT

☒ CONTRACTOR

VIA ARCHITECT:

Gallier Tolson French
2344 Highway 121, Suite 100
Bedford, Texas 76021

ICI Construction, Inc.
5057 Keller Springs Road, Ste. 200
Addison, Texas 75001

PROJECT NO: 290 OFF-SITE

CONTRACT DATE: 3-Apr-13

Contract For: Whispering Pines Assisted Living Facility and Cottages

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM \$ 1,178,056.00

2. Net change by Change Orders (\$383,225.00)

3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 794,831.00

4. TOTAL COMPLETED & STORED TO \$ 794,831.00

DATE (Column G on G703)

5. RETAINAGE:

a. 10 % of Completed Work (Column D + E on G703)

b. 10 % of Stored Material (Column F on G703)

Total Retainage (Lines 5a + 5b or

Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE

(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR

PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)

AMOUNT CERTIFIED\$

40,727.74

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved		
in previous months by Owner	\$0.00	\$383,225.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$383,225.00
NET CHANGES by Change Order	(\$383,225.00)	

CONTRACTOR: ICI CONSTRUCTION, INC.

State of: Texas
County of: Dallas
Subscribed and sworn to before me this 29th day of July, 2014.
Notary Public: Heidi Martinez
Steve Williams, Vice President
Date: 7/29/14
My Commission Expires 09/02/2015

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

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

ARCHITECT: GALLIER TOLSON FRENCH

By:

Date: 7-29-14

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

CONTINUATION SHEET

AA DOCUMENT 6703

AA Document 6702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainerage for line items may apply.

APPLICATION NO: **Shirten (16)**
 APPLICATION DATE: **7/29/2014**
 PERIOD TO: **7/25/2014**
 ARCHITECT'S PROJECT NO: **Whispering Pines**

Item No.	Description of Work	C Original Scheduled Value	D Revised Scheduled Value	E Material Cost Deductions	F Current Scheduled Value	G Work Completed		H This Period	I Materials Presently Stored	J Total Completed And Stored to Date	K % (G/C)	L Balance To Finish	M Retainage
						Previous Application							
1	1611 Payroll and Burden	\$ 39,014.00	\$ 39,014.00	\$ -	\$ 39,014.00	\$ 39,014.00	\$ -	\$ -	\$ -	\$ 39,014.00	100.00%	\$ -	\$ 3,901.40
2	28022 Payment & Performance Bonds	\$ 18,011.00	\$ 18,011.00	\$ -	\$ 18,011.00	\$ 18,011.00	\$ -	\$ -	\$ -	\$ 18,011.00	100.00%	\$ -	\$ 1,801.10
3	18042 Sales Tax	\$ 41,232.00	\$ 41,232.00	\$ -	\$ 41,232.00	\$ 35,459.00	\$ -	\$ 5,773.00	\$ -	\$ 41,232.00	100.00%	\$ -	\$ 4,123.20
4	22004 Earthwork	\$ 227,603.00	\$ 383,105.20	\$ (117,516.74)	\$ 265,588.46	\$ 265,588.46	\$ -	\$ -	\$ -	\$ 265,588.46	100.00%	\$ -	\$ 26,558.85
5	26004 Site Storm Drainage	\$ 344,316.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
6	27804 Utility Taps, Connections, Meters	\$ 31,000.00	\$ 31,000.00	\$ -	\$ 31,000.00	\$ 31,000.00	\$ -	\$ -	\$ -	\$ 31,000.00	100.00%	\$ -	\$ 3,100.00
7	27864 Underground Electrical Distribution	\$ 210,000.00	\$ 210,000.00	\$ (137,498.00)	\$ 72,502.00	\$ 48,576.00	\$ -	\$ 23,926.00	\$ -	\$ 72,502.00	100.00%	\$ -	\$ 7,250.20
8	29004 Landscape & Irrigation	\$ 7,200.00	\$ 7,200.00	\$ -	\$ 7,200.00	\$ -	\$ -	\$ 7,200.00	\$ -	\$ 7,200.00	100.00%	\$ -	\$ 720.00
9	33004 Building Concrete	\$ 396,559.00	\$ 387,372.80	\$ (128,210.25)	\$ 259,162.54	\$ 259,075.50	\$ -	\$ 87.04	\$ -	\$ 259,162.54	100.00%	\$ -	\$ 25,916.25
10	General Contractor's Overhead/Profit	\$ 61,121.00	\$ 61,121.00	\$ -	\$ 61,121.00	\$ 52,854.00	\$ -	\$ 8,267.00	\$ -	\$ 61,121.00	100.00%	\$ -	\$ 6,112.10
11		\$ 1,176,056.00	\$ 1,176,056.00	\$ (383,225.00)	\$ 794,831.00	\$ 749,577.95	\$ -	\$ 45,253.04	\$ -	\$ 794,831.00	100.00%	\$ -	\$ 79,483.10

WHISPERING PINES ALF 07/13

16 BELLEGLASS BLVD
 HATTIESBURG, MS 39402-1904

PAY TO THE ORDER OF

ICL Construction

Fourty thousand seven hundred twenty seven

\$ 40727

DATE 11/19/2014 85-27-653



FOR Off-Site Draw # 16 (7/14/14)

⑈001036⑈ ⑈065300279⑈ ⑈4800252528⑈

1036

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF FOUR PAGES

TO OWNER: Whispering Pines ALF, LLC
16 Bellegrass Boulevard
Hattiesburg, Mississippi 39402

PROJECT: Whispering Pines
Hattiesburg, Mississippi

APPLICATION NO: Seventeen (17) OFF-SITE Distribution to:

INVOICE # 290-17 OFF-SITE REVISED ☒ OWNER

PERIOD TO: 10-Feb-15 ☒ ARCHITECT

FROM CONTRACTOR:

VIA ARCHITECT:

ICI Construction, Inc.
5057 Keller Springs Road, Ste. 200
Addison, Texas 75001

Gallier Tolson French
2344 Highway 121, Suite 100
Bedford, Texas 76021

☒ CONTRACTOR

PROJECT NO: 290 OFF-SITE

CONTRACT DATE: 3-Apr-13

Contract For: Whispering Pines Assisted Living Facility and Cottages

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM \$ 1,178,056.00
2. Net change by Change Orders (\$381,729.96)
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 796,326.04
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 796,326.04

5. RETAINAGE:
a. 10 % of Completed Work (Column D + E on G703)
b. 10 % of Stored Material (Column F on G703)
Total Retainage (Lines 5a + 5b or

Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE

(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR

PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$381,729.96
Total approved this Month	\$1,495.04	\$0.00
TOTALS	\$1,495.04	\$381,729.96
NET CHANGES by Change Order	(\$381,729.96)	

CONTRACTOR: ICI CONSTRUCTION, INC.

By:

Steve Williams, Vice President

State of: Texas

County of:

Subscribed and sworn to before me this 10th day of February, 2015.

Notary Public

Commission Expires

2/10/2015

Carol Poirier
My Commission Expires
11/04/2017

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

80,978.14

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

ARCHITECT: GALLIER TOLSON FRENCH

By:

Date:

2-12-15

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

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

AIA DOCUMENT G702, APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - G702-92

CONTINUATION SHEET

AIA Document G702

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application NO:

Seventeen (17)

2/10/2015

2/10/2015

Whispering Pines

Period TO:

ARCHITECT'S PROJECT NO:

% (E/C)

Total Completed And Stored to Date

Materials Presently Stored

Balance To Finish

Retainage

Item No.	Description of Work	C Original Scheduled Value	D Revised Scheduled Value	E Material Cost Deductions	F Current Scheduled Value	G Work Completed		I Materials Presently Stored	J Total Completed And Stored to Date	K % (E/C)	L Balance To Finish	M Retainage
						Previous Application	This Period					
1	1631 Payroll and Burden	\$ 39,014.00	\$ 39,014.00	\$ -	\$ 39,014.00	\$ 39,014.00	\$ -	\$ -	\$ 39,014.00	100.00%	\$ -	\$ -
2	16032 Payment & Performance Bonds	\$ 18,011.00	\$ 18,011.00	\$ -	\$ 18,011.00	\$ 18,011.00	\$ -	\$ -	\$ 18,011.00	100.00%	\$ -	\$ -
3	16042 Sales Tax	\$ 41,232.00	\$ 41,232.00	\$ -	\$ 41,232.00	\$ 41,232.00	\$ -	\$ -	\$ 41,232.00	100.00%	\$ -	\$ -
4	21004 Earthwork	\$ 227,603.00	\$ 363,105.20	\$ -	\$ 267,083.50	\$ 267,083.50	\$ 1,495.04	\$ -	\$ 267,083.50	100.00%	\$ -	\$ -
5	26004 Site Storm Drainage	\$ 144,316.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
6	27804 Utility Taps, Connections, Meters	\$ 31,000.00	\$ 31,000.00	\$ -	\$ 31,000.00	\$ 31,000.00	\$ -	\$ -	\$ 31,000.00	100.00%	\$ -	\$ -
7	27864 Underground Electrical Distribution	\$ 210,000.00	\$ 210,000.00	\$ (137,498.00)	\$ 72,502.00	\$ 72,502.00	\$ -	\$ -	\$ 72,502.00	100.00%	\$ -	\$ -
8	25004 Landscape & Irrigation	\$ 7,200.00	\$ 7,200.00	\$ -	\$ 7,200.00	\$ 7,200.00	\$ -	\$ -	\$ 7,200.00	100.00%	\$ -	\$ -
9	33004 Building Concrete	\$ 398,559.00	\$ 387,372.80	\$ (128,210.26)	\$ 259,162.54	\$ 259,162.54	\$ -	\$ -	\$ 259,162.54	100.00%	\$ -	\$ -
10		\$ 61,121.00	\$ 61,121.00	\$ -	\$ 61,121.00	\$ 61,121.00	\$ -	\$ -	\$ 61,121.00	100.00%	\$ -	\$ -
11	General Contractor's Overhead/Profit	\$ 1,128,056.00	\$ 1,128,056.00	\$ (383,729.90)	\$ 796,326.04	\$ 796,326.04	\$ 1,495.04	\$ -	\$ 796,326.04	100.00%	\$ -	\$ -

R & J Construction, Inc.

PO Box 6

Laurel, MS 39441

601-426-1042



R&J CONSTRUCTION
LAUREL, MISSISSIPPI

Invoice

Date	Invoice #
6/4/2014	588

Bill To ALF - offsite
Whispering Pines LLC , LLC 11 Parkway Boulevard Hattiesburg, MS 39401

Ship To
Whispering Pines 300 Whispering Pines Blvd. Hattiesburg, MS 39401

P.O. Number		Terms	Rep	Ship	Via	F.O.B.	Project	
302-001		Net 30		6/4/2014			72A Whispering Pines	
Quantity	Item Code	Description				U/M	Price Each	Amount
18,918	Fill Dirt Yd	Fill Dirt - Imported				Cu Yd	2.50	47,295.00
Approved @ \$24,290 ⁰⁰ (see attached) partial payment								
						24,290 ⁻		
						Total		\$47,295.00

1022

WHISPERING PINES ALF 07/13

16 BELLEGRASS BLVD
HATTIESBURG, MS 39402-1904

DATE 6/12/14

85-27-653

PAY
TO THE
ORDER OF

R + J Construction

\$ 24,290⁰⁰/₁₀₀

Twenty four thousand two hundred ninety

DOLLARS

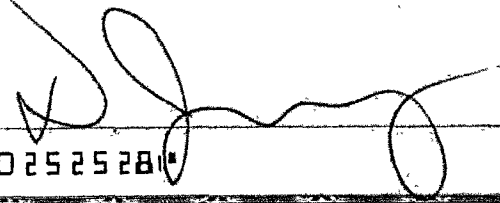
 Security Features
Inkjet or Laser
Printed on Back



Trustmark
National Bank

FOR

Inv# 588 - May Draw - ALF Offsite



⑈001022⑈ ⑆065300279⑆ ⑈4800252528⑈

R & J Construction, Inc.

PO Box 6
Laurel, MS 39441



Invoice

Date	Invoice #
7/17/2014	615

Bill To
Whispering Pines ALF, LLC 11 Parkway Boulevard Hattiesburg, MS 39401

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project	
302-001	Net 30		7/17/2014			72A Whispering Pines	
Quantity	Item Code	Description			U/M	Price Each	Amount
5,830	Fill Dirt Yd	Fill Dirt			Cu Yd	2.50	14,575.00

1024

WHISPERING PINES ALF 07/13

16 BELLEGRASS BLVD
HATTIESBURG, MS 39402-1904

DATE 7/17/14

85-27-653

PAY
TO THE
ORDER OF

R+J Construction

\$ 14575.00

Fourteen thousand five hundred seventy five

00/100 DOLLARS



Trustmark
National Bank

FOR

Inv # 615

⑈001024⑈ ⑆065300279⑆ ⑈4800252528⑈

WARNER CONSTRUCTION CO. OF MS., LLC

JAMES L. (BURR) WARNER

WATER, SEWER, STORM DRAINS • BUILDING CONSTRUCTION • COMMERCIAL & RESIDENTIAL • CONCRETE FINISHING

July 17, 2014

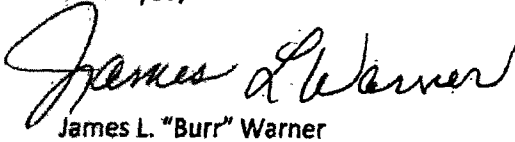
Whispering Pines ALF (off site)
11 Parkway Boulevard
Hattiesburg MS 39401

Hattiesburg, Ms.
WPALE
Invoice # 2

Water, Sewer, Storm Drain

\$ 51,225.00

Thank you,


James L. "Burr" Warner

1025

WHISPERING PINES ALF 07/13

16 BELLEGRASS BLVD
HATTIESBURG, MS 39402-1904

DATE

7/17/14

85-27-653

PAY
TO THE
ORDER OF

Warner Construction

\$ 51,225⁰⁰/₁₀₀Fifty one thousand two hundred twenty five ⁰⁰/₁₀₀ DOLLARS**Trustmark**
National Bank

FOR

Inv #2

MP

⑈001025⑈ ⑆065300279⑆ ⑈4800252528⑈

Invoice

TECH-CON SYSTEMS, INC.

57362 Allen Road
Slidell, LA 70461
Phone (985) 641-1212
Fax (985) 641-1239

DATE

INVOICE #

7/29/2014

228096 - 302

BILL TO:

WHISPERING PINES ~~LLC~~ **1LF**
16 BELLEGRASSE BLVD
HATTIESBURG, MS 39402

SHIP TO:

BURRIS CONTRACTING
WHISPERING PINES ~~ASST. LIVING~~ **1LF**
300 ~~200~~ WHISPERING PINES BLVD
HATTIESBURG, MS 39402

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
-------------	-------	-----	------	-----	--------	---------

433-14

Due on receipt

7/29/2014

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
----------	-----------	-------------	------------	--------

MATERIAL BID

FOR POST TENSION MATERIALS LISTED BELOW ON
THE ABOVE REFERENCED PROJECT.

17,300.00

17,300.00T

5,320 #3 REBAR

#3 REBAR 20' ROD

300 #4 REBAR

#4 REBAR 20' ROD

Sales Tax

0.00%

0.00

(302) offsite \$4,325.00 PO# 302-004 4,325.00

#3 1330

#4 75

(303) on site \$12,975 PO# 303-020

#3 3990

#4 225

\$ 17,300

#3 5320

#4 300

1.5% Interest per month may be charged on all unpaid balances after due date. All fees required to collect monies due will be added to balance.

TOTAL

\$ 4,325.00

\$17,300.00

1028

WHISPERING PINES ALF 07/13

16 BELLEGRASS BLVD
HATTIESBURG, MS 39402-1904

DATE 9/10/2014

85-27-853

PAY
TO THE
ORDER OF

Tech-Con Systems

\$ 4325⁰⁰/100

Four thousand three hundred twenty-five⁰⁰/100

DOLLARS



Trustmark
National Bank

FOR

2286096-303 Offsite

⑈001028⑈ ⑈065300279⑈ ⑈4800252528⑈

WARNER CONSTRUCTION CO. OF MS., LLC

JAMES L. (BURR) WARNER

WATER, SEWER, STORM DRAINS • BUILDING CONSTRUCTION • COMMERCIAL & RESIDENTIAL • CONCRETE FINISHING

Inv# 8/19/2014

August 19, 2014

Whispering Pines ILF
11 Parkway Boulevard
Hattiesburg, Ms. 39401

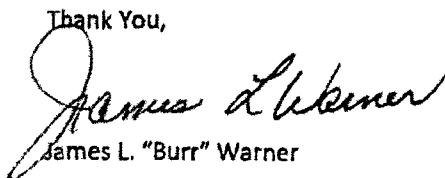
Attn: Lisa Odom

Re: Whispering Pines
Hattiesburg, Ms.
WPIOF
Draw # 2 Off Site Utilities

Water, Sewer, Storm Drain

\$ 36,172.00

Thank You,


James L. "Burr" Warner

WHISPERING PINES ALF 07/13

16 BELLEGRASS BLVD
HATTIESBURG, MS 39402-1904

1030

DATE 9/10/2014

85-27-853

PAY
TO THE
ORDER OF

Warner Construction

\$ 36172⁰⁰/₁₀₀

Thirty six thousand one hundred seventy two

⁰⁰/₁₀₀ DOLLARS



Trustmark
National Bank

FOR

off site utilities

[Signature]

⑈001030⑈ ⑆065300279⑆ ⑈4800252528⑈

R & J Construction, Inc.

PO Box 6
Laurel, MS 39441



Invoice

Date	Invoice #
8/18/2014	643

Bill To
Whispering Pines <i>ALF</i> , LLC 11 Parkway Boulevard Hattiesburg, MS 39401

Ship To
Whispering Pines 300 Whispering Pines Blvd. Hattiesburg, MS 39401 <i>Off-site Claborn</i>

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project	
302-001	Net 30		8/18/2014			72A Whispering Pines	
Quantity	Item Code	Description			U/M	Price Each	Amount
3,372	Fill Dirt Yd	Fill Dirt			Cu Yd	2.50	\$8,430.00

WHISPERING PINES ALF 07/13
16 BELLEGRASS BLVD
HATTIESBURG, MS 39402-1904

1031

PAY
TO THE
ORDER OF

R+J Construction

DATE 9/10/2014

85-27-853

Eight Thousand four hundred thirty ⁰⁰/₁₀₀

\$ 8430⁻

DOLLARS



Trustmark
National Bank

FOR

#643

⑈001031⑈ ⑈065300279⑈ ⑈4800252528⑈



INVOICE

Invoice #:	335377
Date:	8/20/14
Customer No:	5050
Job:	HH113
PO:	303-021

From: MMC Materials, Inc. - Hattiesburg Area
P. O. Box 16474
Hattiesburg, MS 39404
Inquiries: (601)268-3005

Sold To: WHISPERING PINES ILF LLC
11 PARKWAY BLVD
HATTIESBURG, MS 39401

Delivered To: HWY 11

Sale Date	Ticket	Description	Location	Units	UM	Unit Price	Matl Total	Tax Code	Tax	Total
8/20/14	70115685	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/20/14	70115686	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/20/14	70115688	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/20/14	70115690	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/20/14	70115691	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/20/14	70115692	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/20/14	70115693	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/20/14	70115694	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/20/14	70115695	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/20/14	70115696	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/20/14	70115697	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/20/14	70115698	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/20/14	70115699	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/20/14	70115700	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/20/14	70115701	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/20/14	70115703	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/20/14	70115704	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/20/14	70115712	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/20/14	70115713	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/20/14	70115721	4000PSI EXTERIOR COM.	30701	4.000	CY	76.00 E	304.00	FOR	0.00	304.00
8/20/14	70115687	9 SK GROUT	30701	2.000	CY	84.00 E	168.00	FOR	0.00	168.00
8/20/14	70115707	-9 SK GROUT	30701	1.000	CY	84.00 E	-84.00	FOR	0.00	-84.00
Total: Ready Mix Concrete				178.000	CY		13,552.00		0.00	13,552.00

Total Invoice:

13,552.00 0.00 13,552.00

= 123,710⁰⁰

Payment Type: On Account

Total: 13,552.00



INVOICE

Invoice #:	335396
Date:	8/21/14
Customer No:	5050
Job:	HH113
PO:	303-021

From: MMC Materials, Inc. - Hattiesburg Area
P. O. Box 16474
Hattiesburg, MS 39404
Inquiries: (601)268-3005

Sold To: WHISPERING PINES ILF LLC
11 PARKWAY BLVD
HATTIESBURG, MS 39401

Delivered To: HWY 11

Sale Date	Ticket	Description	Location	Units UM	Unit Price	Matl Total	Tax Code	Tax	Total
8/21/14	70115767	4500 EXTERIOR	30701	9.000 CY	78.00 E	702.00	FOR	0.00	702.00
8/21/14	70115768	4500 EXTERIOR	30701	9.000 CY	78.00 E	702.00	FOR	0.00	702.00
8/21/14	70115770	4500 EXTERIOR	30701	9.000 CY	78.00 E	702.00	FOR	0.00	702.00
8/21/14	70115772	4500 EXTERIOR	30701	9.000 CY	78.00 E	702.00	FOR	0.00	702.00
8/21/14	70115773	4500 EXTERIOR	30701	9.000 CY	78.00 E	702.00	FOR	0.00	702.00
8/21/14	70115774	4500 EXTERIOR	30701	9.000 CY	78.00 E	702.00	FOR	0.00	702.00
8/21/14	70115775	4500 EXTERIOR	30701	9.000 CY	78.00 E	702.00	FOR	0.00	702.00
8/21/14	70115776	4500 EXTERIOR	30701	9.000 CY	78.00 E	702.00	FOR	0.00	702.00
8/21/14	70115777	4500 EXTERIOR	30701	9.000 CY	78.00 E	702.00	FOR	0.00	702.00
8/21/14	70115778	4500 EXTERIOR	30701	9.000 CY	78.00 E	702.00	FOR	0.00	702.00
8/21/14	70115779	4500 EXTERIOR	30701	9.000 CY	78.00 E	702.00	FOR	0.00	702.00
8/21/14	70115781	4500 EXTERIOR	30701	9.000 CY	78.00 E	702.00	FOR	0.00	702.00
8/21/14	70115784	4500 EXTERIOR	30701	9.000 CY	78.00 E	702.00	FOR	0.00	702.00
8/21/14	70115769	9 SK GROUT	30701	2.000 CY	86.00 E	172.00	FOR	0.00	172.00
Total: Ready Mix Concrete				119.000 CY		9,298.00		0.00	9,298.00

Total Invoice:

9,298.00 0.00 9,298.00

Payment Type: On Account

Total: 9,298.00



INVOICE

Invoice #:	337160
Date:	8/26/14
Customer No:	5050
Job:	HH113
PO:	303-021

From: MMC Materials, Inc. - Hattiesburg Area
P. O. Box 16474
Hattiesburg, MS 39404
Inquiries: (601)268-3005

Sold To: WHISPERING PINES ILF LLC
11 PARKWAY BLVD
HATTIESBURG, MS 39401

Delivered To: HWY 11

Sale Date	Ticket	Description	Location	Units	UM	Unit Price	Matl Total	Tax Code	Tax	Total
8/26/14	70115912	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/26/14	70115913	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/26/14	70115915	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/26/14	70115916	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/26/14	70115917	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/26/14	70115918	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/26/14	70115919	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/26/14	70115920	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/26/14	70115921	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/26/14	70115922	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/26/14	70115923	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/26/14	70115924	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/26/14	70115925	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/26/14	70115926	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/26/14	70115928	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/26/14	70115932	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/26/14	70115934	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/26/14	70115935	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/26/14	70115936	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/26/14	70115938	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/26/14	70115942	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/26/14	70115943	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/26/14	70115944	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/26/14	70115945	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/26/14	70115947	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/26/14	70115948	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/26/14	70115950	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/26/14	70115954	4000PSI EXTERIOR COM.	30701	1.500	CY	76.00 E	114.00	FOR	0.00	114.00
8/26/14	70115912	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/26/14	70115914	9 SK GROUT	30701	2.000	CY	86.00 E	172.00	FOR	0.00	172.00
8/26/14	70115927	9 SK GROUT	30701	2.000	CY	86.00 E	172.00	FOR	0.00	172.00
8/26/14	70115939	9 SK GROUT	30701	1.000	CY	86.00 E	86.00	FOR	0.00	86.00
Total: Ready Mix Concrete				258.500	CY		19,696.00		0.00	19,696.00

Total Invoice: 19,696.00 0.00 19,696.00

Payment Type: On Account

Total: 19,696.00



INVOICE

Invoice #:	337177
Date:	8/27/14
Customer No:	5050
Job:	HH113
PO:	303-021

From: MMC Materials, Inc. - Hattiesburg Area
P. O. Box 16474
Hattiesburg, MS 39404
Inquiries: (601)268-3005

Sold To: WHISPERING PINES ILF LLC
11 PARKWAY BLVD
HATTIESBURG, MS 39401

Delivered To: HWY 11

Sale Date	Ticket	Description	Location	Units	UM	Unit Price	Matl Total	Tax Code	Tax	Total
8/27/14	70115976	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/27/14	70115977	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/27/14	70115978	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/27/14	70115980	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/27/14	70115981	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/27/14	70115982	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/27/14	70115987	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/27/14	70115991	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/27/14	70115994	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/27/14	70115998	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/27/14	70116005	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/27/14	70116016	4000PSI EXTERIOR COM.	30701	5.000	CY	76.00 E	380.00	FOR	0.00	380.00
8/27/14	70115978	9 SK GROUT	30701	2.000	CY	86.00 E	172.00	FOR	0.00	172.00
Total: Ready Mix Concrete				106.000	CY		8,076.00		0.00	8,076.00
Total Invoice:							8,076.00		0.00	8,076.00

Payment Type: On Account

Total: 8,076.00



INVOICE

Invoice #:	337206
Date:	8/29/14
Customer No:	5050
Job:	HH113
PO:	303-021

From: MMC Materials, Inc. - Hattiesburg Area
P. O. Box 16474
Hattiesburg, MS 39404
Inquiries: (601)268-3005

Sold To: WHISPERING PINES ILF LLC
11 PARKWAY BLVD
HATTIESBURG, MS 39401

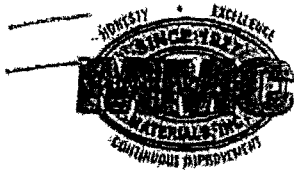
Delivered To: HWY 11

Sale Date	Ticket	Description	Location	Units	UM	Unit Price	Matl Total	Tax Code	Tax	Total
8/29/14	70116140	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/29/14	70116141	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/29/14	70116145	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/29/14	70116146	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/29/14	70116151	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/29/14	70116152	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/29/14	70116153	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/29/14	70116155	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/29/14	70116157	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/29/14	70116159	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/29/14	70116160	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/29/14	70116161	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/29/14	70116162	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/29/14	70116163	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/29/14	70116164	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/29/14	70116166	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/29/14	70116167	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/29/14	70116168	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/29/14	70116170	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/29/14	70116171	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/29/14	70116172	4000PSI EXTERIOR COM.	30701	9.000	CY	76.00 E	684.00	FOR	0.00	684.00
8/29/14	70116176	4000PSI EXTERIOR COM.	30701	6.000	CY	76.00 E	456.00	FOR	0.00	456.00
8/29/14	70116142	9 SK GROUT	30701	2.000	CY	86.00 E	172.00	FOR	0.00	172.00
Total: Ready Mix Concrete				187.000	CY		14,992.00		0.00	14,992.00

Total Invoice: 14,992.00 0.00 14,992.00

Payment Type: -On Account

Total: 14,992.00



INVOICE

Invoice #:	340329
Date:	9/18/14
Customer No:	5050
Job:	HH113
PO:	303-021

From: MMC Materials, Inc. - Hattiesburg Area
P. O. Box 16474
Hattiesburg, MS 39404
Inquiries: (601)268-3005

Sold To: WHISPERING PINES ILF LLC
11 PARKWAY BLVD
HATTIESBURG, MS 39401

Delivered To: HWY 11

Sale Date	Ticket	Description	Location	Units	UM	Unit Price	Matl Total	Tax Code	Tax	Total
9/18/14	70116659	4000PSI EXTERIOR COM.	30701	8.000	CY	76.00 E	608.00	FOR	0.00	608.00
9/18/14	70116660	4000PSI EXTERIOR COM.	30701	8.000	CY	76.00 E	608.00	FOR	0.00	608.00
9/18/14	70116662	4000PSI EXTERIOR COM.	30701	8.000	CY	76.00 E	608.00	FOR	0.00	608.00
9/18/14	70116663	4000PSI EXTERIOR COM.	30701	8.000	CY	76.00 E	608.00	FOR	0.00	608.00
9/18/14	70116664	4000PSI EXTERIOR COM.	30701	8.000	CY	76.00 E	608.00	FOR	0.00	608.00
9/18/14	70116667	4000PSI EXTERIOR COM.	30701	8.000	CY	76.00 E	608.00	FOR	0.00	608.00
9/18/14	70116670	4000PSI EXTERIOR COM.	30701	8.000	CY	76.00 E	608.00	FOR	0.00	608.00
9/18/14	70116674	4000PSI EXTERIOR COM.	30701	4.000	CY	76.00 E	304.00	FOR	0.00	304.00
9/18/14	70116661	9 SK GROUT	30701	1.500	CY	86.00 E	129.00	FOR	0.00	129.00
Total: Ready Mix Concrete				61.500	CY		4,689.00		0.00	4,689.00
Total Invoice:							4,689.00		0.00	4,689.00

Payment Type: On-Account

Total: 4,689.00



INVOICE

Invoice #:	340345
Date:	9/19/14
Customer No:	5050
Job:	HH113
PO:	303-021

From: MMC Materials, Inc. - Hattiesburg Area
P. O. Box 16474
Hattiesburg, MS 39404
Inquiries: (601)268-3005

Sold To: WHISPERING PINES ILF LLC
11 PARKWAY BLVD
HATTIESBURG, MS 39401

Delivered To: HWY 11

Sale Date	Ticket	Description	Location	Units	UM	Unit Price	Matl Total	Tax Code	Tax	Total
9/19/14	70116707	4500 EXTERIOR	30701	8.000	CY	78.00 E	624.00	FOR	0.00	624.00
9/19/14	70116708	4500 EXTERIOR	30701	8.000	CY	78.00 E	624.00	FOR	0.00	624.00
9/19/14	70116710	4500 EXTERIOR	30701	8.000	CY	78.00 E	624.00	FOR	0.00	624.00
9/19/14	70116711	4500 EXTERIOR	30701	8.000	CY	78.00 E	624.00	FOR	0.00	624.00
Total: Ready Mix Concrete				32.000	CY		2,496.00		0.00	2,496.00

Total Invoice: 2,496.00 0.00 2,496.00

Payment Type: On Account

Total: 2,496.00



INVOICE

Invoice #:	340779
Date:	9/24/14
Customer No:	5050
Job:	HH113
PO:	303-021

From: MMC Materials, Inc. - Hattiesburg Area
P. O. Box 16474
Hattiesburg, MS 39404
Inquiries: (601)268-3005

Sold To: WHISPERING PINES ILF LLC
11 PARKWAY BLVD
HATTIESBURG, MS 39401

Delivered To:
HWY 11

Sale Date	Ticket	Description	Location	Units UM	Unit Price	Matl Total	Tax Code	Tax	Total
9/24/14	70116874	4000PSI EXTERIOR COM.	30701	6.000 CY	76.00 E	456.00	FOR	0.00	456.00
9/24/14	70116881	4000PSI EXTERIOR COM.	30701	2.000 CY	76.00 E	152.00	FOR	0.00	152.00
Total: Ready Mix Concrete				8.000 CY		608.00		0.00	608.00
Total Invoice:						608.00		0.00	608.00

Payment Type: On-Account

Total:	608.00
--------	--------



INVOICE

Invoice #:	341994
Date:	9/26/14
Customer No:	5050
Job:	HH113
PO:	303-021

From: MMC Materials, Inc. - Hattiesburg Area
P. O. Box 16474
Hattiesburg, MS 39404
Inquiries: (601)268-3005

Sold To: WHISPERING PINES ILF LLC
11 PARKWAY BLVD
HATTIESBURG, MS 39401

Delivered To: HWY 11

Sale Date	Ticket	Description	Location	Units	UM	Unit Price	Matl Total	Tax Code	Tax	Total
9/26/14	70117003	4000PSI EXTERIOR COM.	30701	8.000	CY	76.00 E	608.00	FOR	0.00	608.00
9/26/14	70117007	4000PSI EXTERIOR COM.	30701	4.000	CY	76.00 E	304.00	FOR	0.00	304.00
Total: Ready Mix Concrete				12.000	CY		912.00		0.00	912.00
Total Invoice:							912.00		0.00	912.00

Payment Type: On Account

Total: 912.00

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF FOUR PAGES

TO OWNER: Whispering Pines ALE, LLC
11 Parkway Boulevard
Hattiesburg, Mississippi 39402

PROJECT: Claiborne at Whispering Pines
Hattiesburg, Mississippi

APPLICATION NO: One (1)

INVOICE # 302-1

PERIOD TO: 25-Apr-14

DISTRIBUTION TO: ☒ OWNER ☒ ARCHITECT ☒ CONTRACTOR

FROM CONTRACTOR: ICI Construction, Inc.
5057 Keller Springs Road, Ste. 200
Addison, Texas 75001

VIA ARCHITECT: Galler Tolson French
2344 Highway 121, Suite 100
Bedford, Texas 76021

Contract For: Claiborne at Whispering Pines - Off-Site

PROJECT NO: 302

CONTRACT DATE: 4-Mar-14

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 1,341,987.00
2. Net change by Change Orders \$ -
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,341,987.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 73,838.00

5. RETAINAGE:
a. 10 % of Completed Work (Column D + E on G703) \$ 7,383.80
b. 10 % of Stored Material (Column F on G703) \$ -
Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 7,383.80

6. TOTAL EARNED LESS RETAINAGE \$ 66,454.20

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ -

8. CURRENT PAYMENT DUE \$ 66,454.20

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 1,275,532.80

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

CONTRACTOR: ICI CONSTRUCTION, INC.

BY: 
Steve Williams, Vice President
State of: Texas
Notary Public: Charlie Bank
Subscribed and sworn to before me this 29th day of April, 2014.
My Commission Expires 04/06/2017
Date: 4/29/2014
COUNTY OF HARRIS, TEXAS
CHARLIE BANK
Notary Public, State of Texas

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$66,454.20

AMOUNT CERTIFIED: \$

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

By: J. Marc Tolson, AIA Date: 4-30-2014

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

ICI Construction
4/29/14
5/5/14

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: One (1)

Contractor's signed certification is attached.

APPLICATION DATE: 4/29/2014

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 4/25/2014

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: Claiborne at Whispering Pines

A Item No.	B Description of Work	C Scheduled Value	D Revised Scheduled Value	E Work Completed		F Total Completed And Stored to Date	G Materials Presently Stored	H Total Completed And Stored to Date	I % (G/C)	J Balance To Finish	K Retainage
				Previous Application	This Period						
1	1611 Payroll and burden	\$ 51,030.00	\$ 51,030.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 51,030.00	\$ -
2	11020 Consultant Fees	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 5,000.00	\$ -
3	11831 General Labor	\$ 8,500.00	\$ 8,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 8,500.00	\$ -
4	12053 Surveying	\$ 17,502.00	\$ 17,502.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 17,502.00	\$ -
5	13023 Laboratory Testing	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 25,000.00	\$ -
6	13042 Plan Reproduction	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 1,500.00	\$ -
7	13134 Concrete Quality Control	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 2,500.00	\$ -
8	14073 Barricades	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 1,000.00	\$ -
9	18012 Payment and Performance Bond	\$ 12,838.00	\$ 12,838.00	\$ -	\$ 12,838.00	\$ 12,838.00	\$ -	\$ 12,838.00	100.00%	\$ -	\$ 1,283.80
10	18042 Gross Receipts Tax	\$ 45,381.00	\$ 45,381.00	\$ -	\$ 2,550.00	\$ 2,550.00	\$ -	\$ 2,550.00	5.62%	\$ 42,831.00	\$ 255.00
11	21444 SWPPP Permit & Program	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 7,500.00	\$ -
12	22004 Earthwork	\$ 352,423.00	\$ 352,423.00	\$ -	\$ 54,470.00	\$ 54,470.00	\$ -	\$ 54,470.00	15.46%	\$ 297,953.00	\$ 5,447.00
13	22504 Erosion Control	\$ 16,988.00	\$ 16,988.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 16,988.00	\$ -
14	25754 Concrete Repair	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 2,500.00	\$ -
15	26004 Storm/Utilities	\$ 285,657.00	\$ 285,657.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 285,657.00	\$ -
16	27864 Site Electrical Distribution	\$ 11,135.00	\$ 11,135.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 11,135.00	\$ -
17	29004 Landscaping and Irrigation	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 30,000.00	\$ -
18	33004 Building Concrete	\$ 392,850.00	\$ 392,850.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 392,850.00	\$ -
19	General Contractor's Overhead/Profit	\$ 72,683.00	\$ 72,683.00	\$ -	\$ 3,980.00	\$ 3,980.00	\$ -	\$ 3,980.00	5.48%	\$ 68,703.00	\$ 398.00
20		\$ 1,341,987.00	\$ 1,341,987.00	\$ -	\$ 73,838.00	\$ 73,838.00	\$ -	\$ 73,838.00	5.50%	\$ 1,268,149.00	\$ 7,383.80

WHISPERING PINES ALF 07/13

16 BELLEGRASS BLVD
HATTIESBURG, MS 39402-1904

1019

DATE 5/5/14

85-27-653

PAY
TO THE
ORDER OF

ICI Construction

\$ 66,454²⁰/₁₀₀

Sixty six thousand four hundred fifty four

DOLLARS

 Security Features
Included
On All
Checks



Trustmark
National Bank

FOR Phase 2 offsite const draw

⑈001019⑈ ⑆065300279⑆ ⑈4800252528⑈

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF FOUR PAGES

TO OWNER: Whispering Pines ALE, LLC
11 Parkway Boulevard
Hattiesburg, Mississippi 39402

PROJECT: Claiborne at Whispering Pines
Hattiesburg, Mississippi

APPLICATION NO: Two (2)

Distribution to:

VIA ARCHITECT:

FROM CONTRACTOR: ICI Construction, Inc.
5057 Keller Springs Road, Ste. 200
Addison, Texas 75001

INVOICE # 302-2

☒ OWNER

PERIOD TO: 25-May-14

☒ ARCHITECT

☒ CONTRACTOR

Galler Tolson French
2344 Highway 121, Suite 100
Bedford, Texas 76021

PROJECT NO: 302

CONTRACT DATE: 4-Mar-14

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM \$ 1,341,987.00

2. Net change by Change Orders \$ (46,950.00)

3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 1,295,037.00

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 188,053.30

5. RETAINAGE:
a. 10 % of Completed Work (Column D + E on G703) \$ 18,805.30
b. 10 % of Stored Material (Column F on G703) \$ -

Total Retainage (Lines 5a + 5b or Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

\$ 1,233,789.20

\$ 18,805.30

\$ -

\$ 18,805.30

\$ 169,247.70

\$ 56,454.20

\$ 1,177,335.00

\$ 1,123,789.20

CONTRACTOR: ICI CONSTRUCTION, INC.

By: 
Steve Williams, Vice President
State of: Texas
Subscribed and sworn to before me this 27th day of May, 2014

Notary Public: 

My Commission Expires 01/06/2017

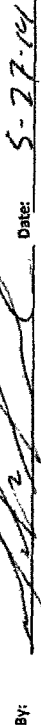
ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 1,123,789.20

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

ARCHITECT: GALLER TOLSON FRENCH

By:  Date: 5-27-14

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	46,950.00
TOTALS	\$0.00	46,950.00
NET CHANGES by Change Order		46,950.00

CK # 1020
12/28/14

CONTINUATION SHEET

AIA Document G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

Two (2)

APPLICATION DATE:

5/27/2014

PERIOD TO:

5/25/2014

ARCHITECT'S PROJECT NO:

Chabonne at Whispering Pines

Item No.	Description of Work	C Scheduled Value	D Revised Scheduled Value	E Material Deductions	F Current Scheduled Value	G		I Materials Presently Stored	J Total Completed And Stored to Date	K % (g/c)	L Balance To Finish	M Retainage
						Work Completed This Period	Previous Application					
1	1611 Payroll and Burden	\$ 51,030.00	\$ 51,030.00	\$ -	\$ 51,030.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 51,030.00	\$ -
2	11020 Consultant Fees	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 5,000.00	\$ -
3	11891 General Labor	\$ 8,500.00	\$ 8,500.00	\$ -	\$ 8,500.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 8,500.00	\$ -
4	12053 Surveying	\$ 17,502.00	\$ 17,502.00	\$ -	\$ 17,502.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 17,502.00	\$ -
5	13023 Laboratory Testing	\$ 25,000.00	\$ 25,000.00	\$ -	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	2.47%	\$ 24,400.00	\$ 60.00
6	13042 Plan Reproduction	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 1,500.00	\$ -
7	13134 Concrete Quality Control	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 2,500.00	\$ -
8	14073 Barricades	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 1,000.00	\$ -
9	18012 Payment and Performance Bond	\$ 12,838.00	\$ 12,838.00	\$ -	\$ 12,838.00	\$ -	\$ -	\$ -	\$ -	100.00%	\$ -	\$ 1,283.80
10	18042 Gross Receipts Tax	\$ 45,981.00	\$ 45,981.00	\$ (1,655.00)	\$ 49,726.00	\$ -	\$ -	\$ -	\$ -	5.62%	\$ 41,175.00	\$ 255.00
11	21444 SWPPP Permit & Program	\$ 7,500.00	\$ 7,500.00	\$ -	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 7,500.00	\$ -
12	22004 Earthwork	\$ 352,423.00	\$ 352,423.00	\$ (47,295.00)	\$ 305,128.00	\$ 54,470.00	\$ -	\$ -	\$ 161,944.00	45.95%	\$ 148,184.00	\$ 16,194.40
13	22504 Erosion Control	\$ 16,988.00	\$ 16,988.00	\$ -	\$ 16,988.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 16,988.00	\$ -
14	25754 Concrete Repair	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 2,500.00	\$ -
15	26004 Storm/Utilities	\$ 285,657.00	\$ 285,657.00	\$ -	\$ 285,657.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 285,657.00	\$ -
16	27864 Site Electrical Distribution	\$ 11,135.00	\$ 11,135.00	\$ -	\$ 11,135.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 11,135.00	\$ -
17	29004 Landscaping and Irrigation	\$ 30,000.00	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 30,000.00	\$ -
18	33004 Building Concrete	\$ 392,850.00	\$ 392,850.00	\$ -	\$ 392,850.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 392,850.00	\$ -
19	General Contractor's Overhead/Profit	\$ 72,683.00	\$ 72,683.00	\$ -	\$ 72,683.00	\$ 3,980.00	\$ -	\$ -	\$ 10,171.00	13.92%	\$ 62,565.00	\$ 1,012.10
20		\$ 1,341,987.00	\$ 1,341,987.00	\$ (48,950.00)	\$ 1,293,037.00	\$ 73,838.00	\$ -	\$ -	\$ 188,053.00	14.01%	\$ 1,104,984.00	\$ 18,805.30

1020

WHISPERING PINES ALF 07/13
16 BELLEGRASS BLVD
HATTIESBURG, MS 39402-1904

DATE 6/12/2014

85-27-653

PAY
TO THE
ORDER OF

ICI Construction

\$ 102,793⁵⁰

One hundred two thousand seven hundred ninety three ⁵⁰/₁₀₀ DOLLARS



Trustmark
National Bank

FOR ALF Offsite - Construction Fee - May

⑈001020⑈ ⑈065300279⑈ ⑈4800252528⑈

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF FOUR PAGES

TO OWNER:

Whispering Pines ALF, LLC
11 Parkway Boulevard
Hattiesburg, Mississippi 39402

PROJECT:

Claiborne at Whispering Pines
Hattiesburg, Mississippi

APPLICATION NO: Three (3)

Distribution to:

INVOICE #

☒ OWNER

PERIOD TO:

☒ ARCHITECT

FROM CONTRACTOR:

VIA ARCHITECT:

ICI Construction, Inc.
5057 Keller Springs Road, Ste. 200
Addison, Texas 75001

Gallier Tolson French
2344 Highway 121, Suite 100
Bedford, Texas 76021

PROJECT NO: 302

Contract For: Claiborne at Whispering Pines - Off-Site

CONTRACT DATE: 4-Mar-14

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM

2. Net change by Change Orders

3. CONTRACT SUM TO DATE (Line 1 ± 2)

4. TOTAL COMPLETED & STORED TO

DATE (Column G on G703)

5. RETAINAGE:

a. 10 % of Completed Work
(Column D + E on G703)

b. 10 % of Stored Material
(Column F on G703)

Total Retainage (Lines 5a + 5b or

Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE

(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR

PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)

\$ 1,341,987.00
\$ (48,950.00)
\$ 1,293,037.00
\$ 415,413.00

\$ 41,541.30
\$ -

\$ 41,541.30
\$ 373,871.70

\$ 169,247.70
\$ 204,624.00
\$ 919,165.30

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$48,950.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$48,950.00
NET CHANGES by Change Order		(\$48,950.00)

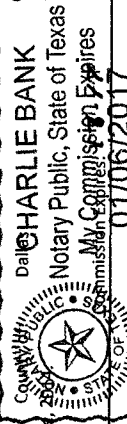
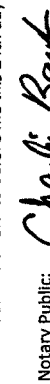
CONTRACTOR: ICI CONSTRUCTION, INC.

By: 

Steve Williams, Vice President

State of: Texas

Subscribed and sworn to before me this 24th day of June, 2014

Notary Public: 

Date: 6/24/2014

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

ARCHITECT: GALLIER TOLSON FRENCH

By: 

Date: 6-24-14

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

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Three (3)

APPLICATION DATE: 6/25/2014

PERIOD TO: 6/25/2014

ARCHITECT'S PROJECT NO: Calabone at Whispering Pines

Item No.	Description of Work	C		D	E	F	G		H	I	J	K	L		M
		Scheduled Value		Revised Scheduled Value	Material Deductions	Current Scheduled Value	Previous Application	Work Completed This Period		Materials Presently Stored	Total Completed And Stored to Date	% (G/C)	Balance To Finish	Retainage	
1	1611 Payroll and Burden	\$ 51,030.00		\$ 51,030.00	\$ -	\$ 51,030.00	\$ -	\$ 5,896.00	\$ -	\$ -	\$ 5,896.00	11.55%	\$ 45,134.00	\$ -	\$ 589.60
2	11020 Consultant Fees	\$ 5,000.00		\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 5,000.00	\$ -	\$ -
3	11831 General Labor	\$ 8,500.00		\$ 8,500.00	\$ -	\$ 8,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 8,500.00	\$ -	\$ -
4	12053 Surveying	\$ 17,502.00		\$ 17,502.00	\$ -	\$ 17,502.00	\$ -	\$ 1,250.00	\$ -	\$ -	\$ 1,250.00	7.14%	\$ 16,252.00	\$ -	\$ 125.00
5	13023 Laboratory Testing	\$ 25,000.00		\$ 25,000.00	\$ -	\$ 25,000.00	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00	2.40%	\$ 24,400.00	\$ -	\$ 600.00
6	13042 Plan Reproduction	\$ 1,500.00		\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 1,500.00	\$ -	\$ -
7	13134 Concrete Quality Control	\$ 2,500.00		\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 2,500.00	\$ -	\$ -
8	14073 Barricades	\$ 1,000.00		\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 1,000.00	\$ -	\$ -
9	18012 Payment and Performance Bond	\$ 12,838.00		\$ 12,838.00	\$ -	\$ 12,838.00	\$ 12,838.00	\$ -	\$ -	\$ -	\$ 12,838.00	100.00%	\$ -	\$ -	\$ 1,283.80
10	18042 Gross Receipts Tax	\$ 45,381.00		\$ 45,381.00	\$ (1,655.00)	\$ 43,726.00	\$ 2,550.00	\$ 11,130.00	\$ -	\$ -	\$ 13,680.00	31.29%	\$ 30,046.00	\$ -	\$ 1,368.00
11	21444 SWPPP Permit & Program	\$ 7,500.00		\$ 7,500.00	\$ -	\$ 7,500.00	\$ -	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	46.67%	\$ 4,000.00	\$ -	\$ 350.00
12	22004 Earthwork	\$ 352,423.00		\$ 638,080.00	\$ (47,295.00)	\$ 590,785.00	\$ 161,944.00	\$ 189,500.00	\$ -	\$ -	\$ 351,444.00	59.49%	\$ 239,341.00	\$ -	\$ 35,144.40
13	22504 Erosion Control	\$ 16,988.00		\$ 16,988.00	\$ -	\$ 16,988.00	\$ -	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	23.55%	\$ 12,988.00	\$ -	\$ 400.00
14	25754 Concrete Repair	\$ 2,500.00		\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 2,500.00	\$ -	\$ -
15	26004 Storm/Utilities	\$ 285,657.00		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -
16	27864 Site Electrical Distribution	\$ 11,135.00		\$ 11,135.00	\$ -	\$ 11,135.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 11,135.00	\$ -	\$ -
17	29004 Landscaping and Irrigation	\$ 30,000.00		\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 30,000.00	\$ -	\$ -
18	33004 Building Concrete	\$ 392,850.00		\$ 392,850.00	\$ -	\$ 392,850.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 392,850.00	\$ -	\$ -
19	General Contractor's Overhead/Profit	\$ 72,683.00		\$ 72,683.00	\$ -	\$ 72,683.00	\$ 10,121.00	\$ 12,084.00	\$ -	\$ -	\$ 22,205.00	30.55%	\$ 50,478.00	\$ -	\$ 2,220.50
20		\$ 1,341,987.00		\$ 1,341,987.00	\$ (48,950.00)	\$ 1,293,037.00	\$ 188,053.00	\$ 227,360.00	\$ -	\$ -	\$ 415,413.00	30.96%	\$ 877,624.00	\$ -	\$ 41,541.30

AL #2528

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF FOUR PAGES

TO OWNER: Whispering Pines ALF, LLC
11 Parkway Boulevard
Hattiesburg, Mississippi 39402

PROJECT: Claiborne at Whispering Pines
Hattiesburg, Mississippi

APPLICATION NO: Four (4)

Distribution to:

FROM CONTRACTOR: ICI Construction, Inc.
5057 Keller Springs Road, Ste. 200
Addison, Texas 75001

VIA ARCHITECT: Gallier Tolson French
2344 Highway 121, Suite 100
Bedford, Texas 76021

INVOICE # 302-4

☒ OWNER

PERIOD TO: 25-Jul-14

☒ ARCHITECT

CONTRACTOR:

ARCHITECT:

☒ CONTRACTOR

PROJECT NO: 302

☐

Contract For: Claiborne at Whispering Pines - Off-Site

CONTRACT DATE: 4-Mar-14

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM \$ 1,341,987.00
2. Net change by Change Orders \$ (216,317.00)
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,125,670.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 527,265.50

5. RETAINAGE:
a. 10 % of Completed Work (Column D + E on G703) \$ 52,726.55
b. 10 % of Stored Material (Column F on G703) \$ -

Total Retainage (Lines 5a + 5b or

6. TOTAL EARNED LESS RETAINAGE
Total in Column I of G703) \$ 52,726.55
(Line 4 Less Line 5 Total) \$ 474,538.95

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 373,871.70
8. CURRENT PAYMENT DUE \$ 100,667.25
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 651,131.05

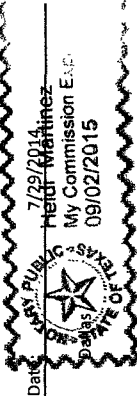
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$216,317.00
TOTALS	\$0.00	\$216,317.00
NET CHANGES by Change Order	(\$216,317.00)	

CONTRACTOR: ICI CONSTRUCTION, INC.

Signature: Steve Williams, Vice President

Date: Texas
Subscribed and sworn to before me this 29th day of July, 2014.

Notary Public: David M. ... Commission Expires: ...



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 100,667.25

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

ARCHITECT: GALIER TOLSON FRENCH

By: Signature Date: 7-29-14

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

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
7/29/2014
APPLICATION DATE:
7/25/2014
PERIOD TO:

Four (4)
7/29/2014
7/25/2014

ARCHITECT'S PROJECT NO: Claiborne at Whispering Pines

A Item No.	B Description of Work	C Scheduled Value	D Revised Scheduled Value	E Material Deductions	F Current Scheduled Value	G Work Completed		H This Period	I Materials Presently Stored	J Total Completed And Stored to Date	K % (G/C)	L Balance To Finish	M Retainage
						Previous Application							
1	1611 Payroll and Burden	\$ 51,030.00	\$ 51,030.00	\$ -	\$ 51,030.00	\$ 5,896.00	\$ 5,896.00	\$ 5,896.00	\$ -	\$ 11,792.00	23.11%	\$ 39,238.00	\$ 1,179.20
2	11020 Consultant Fees	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 5,000.00	\$ -
3	11821 General Labor	\$ 8,500.00	\$ 8,500.00	\$ -	\$ 8,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 8,500.00	\$ -
4	12059 Surveying	\$ 17,502.00	\$ 17,502.00	\$ -	\$ 17,502.00	\$ 1,250.00	\$ 1,250.00	\$ -	\$ -	\$ 1,250.00	7.14%	\$ 16,252.00	\$ 125.00
5	13023 Laboratory Testing	\$ 25,000.00	\$ 25,000.00	\$ -	\$ 25,000.00	\$ 600.00	\$ 600.00	\$ 5,217.50	\$ -	\$ 5,817.50	23.27%	\$ 19,182.50	\$ 581.75
6	13042 Plan Reproduction	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 1,500.00	\$ -
7	13134 Concrete Quality Control	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 2,500.00	\$ -
8	14073 Barricades	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 2,000.00	\$ -
9	18012 Payment and Performance Bond	\$ 12,838.00	\$ 12,838.00	\$ -	\$ 12,838.00	\$ 12,838.00	\$ 12,838.00	\$ -	\$ -	\$ 12,838.00	100.00%	\$ -	\$ 1,283.80
10	18042 Gross Receipts Tax	\$ 45,981.00	\$ 45,981.00	\$ (7,315.00)	\$ 38,666.00	\$ 13,680.00	\$ 13,680.00	\$ 3,810.00	\$ -	\$ 17,490.00	45.95%	\$ 20,576.00	\$ 1,749.00
11	21444 SWPPP Permit & Program	\$ 7,500.00	\$ 7,500.00	\$ -	\$ 7,500.00	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	46.67%	\$ 4,000.00	\$ 350.00
12	22004 Earthwork	\$ 352,423.00	\$ 639,080.00	\$ (134,692.00)	\$ 503,388.00	\$ 351,444.00	\$ 351,444.00	\$ 90,788.00	\$ -	\$ 442,232.00	87.85%	\$ 61,156.00	\$ 44,223.20
13	22504 Erosion Control	\$ 16,988.00	\$ 16,988.00	\$ -	\$ 16,988.00	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	23.55%	\$ 12,988.00	\$ 400.00
14	25754 Concrete Repair	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 2,500.00	\$ -
15	26004 Storm/Utilities	\$ 285,657.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
16	27864 Site Electrical Distribution	\$ 11,135.00	\$ 11,135.00	\$ -	\$ 11,135.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 11,135.00	\$ -
17	29004 Landscaping and Irrigation	\$ 30,000.00	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 30,000.00	\$ -
18	33004 Building Concrete	\$ 392,850.00	\$ 992,850.00	\$ (74,310.00)	\$ 318,540.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 318,540.00	\$ -
19	General Contractor's Overhead/Profit	\$ 72,683.00	\$ 72,683.00	\$ -	\$ 72,683.00	\$ 22,205.00	\$ 22,205.00	\$ 6,141.00	\$ -	\$ 28,346.00	39.00%	\$ 44,337.00	\$ 2,834.60
20		\$ 1,341,987.00	\$ 1,341,987.00	\$ (216,317.00)	\$ 1,125,670.00	\$ 415,413.00	\$ 415,413.00	\$ 111,852.50	\$ -	\$ 577,265.50	39.29%	\$ 598,404.50	\$ 52,726.55

1026

WHISPERING PINES ALF 07/13

16 BELLEGRASS BLVD
HATTIESBURG, MS 39402-1904

DATE 9/10/2014

85-27-653

PAY
TO THE
ORDER OF

ICI Construction

\$ 100,667²⁵

One hundred thousand six hundred sixty-seven²⁵/100

DOLLARS



Trustmark
National Bank

FOR Draw #4 (July) Contractor's Fee

⑈001026⑈ ⑆065300279⑆ ⑈4800252528⑈

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF FOUR PAGES

TO OWNER: Whispering Pines ALF, LLC
11 Parkway Boulevard
Hattiesburg, Mississippi 39402

PROJECT:

Claiborne at Whispering Pines
Hattiesburg, Mississippi

APPLICATION NO: Five (5)

Distribution to:

INVOICE # 302-5

☒ OWNER

PERIOD TO: 25-Aug-14

☒ ARCHITECT

FROM CONTRACTOR:

ICI Construction, Inc.
5057 Keller Springs Road, Ste. 200
Addison, Texas 75001

VIA ARCHITECT:

Gallier Tolson French
2344 Highway 121, Suite 100
Bedford, Texas 76021

PROJECT NO: 302

Contract For: Claiborne at Whispering Pines - Off-Site

CONTRACT DATE: 4-Mar-14

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM \$ 1,341,987.00
2. Net change by Change Orders \$ (216,317.00)
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,125,670.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 813,099.50

5. RETAINAGE:

- a. 10 % of Completed Work (Column D + E on G703)
b. 10 % of Stored Material (Column F on G703)

Total Retainage (Lines 5a + 5b or

Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE

(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)

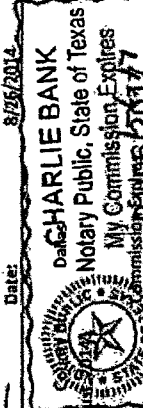
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$216,317.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$216,317.00
NET CHANGES by Change Order	(\$216,317.00)	

CONTRACTOR: ICI CONSTRUCTION INC.

Steve Williams, Vice President
State of: Texas

Subscribed and sworn to before me this 26th day of August, 2014

Notary Public: Charlie Bank



Date: 8/26/2014

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED\$

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

ARCHITECT: GALLIER TOLSON FRENCH

By:

Date: 8-26-14

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

CONTINUATION SHEET

AMA DOCUMENT G703

AMA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

Call home at Whaling Pines

Five (5)

8/26/2014

8/25/2014

Call home at Whaling Pines

Line No.	Description of Work	C Scheduled Value	D Revised Scheduled Value	E Material Deductions	F Current Scheduled Value	G Work Completed		I Materials Presently Stored	J Total Completed And Stored to Date	K % (G/I)	L Balance To Finish		M Retainage
						Previous Application	This Period						
1	1611 Payroll and Burden	\$ 51,030.00	\$ 47,030.00	\$ -	\$ 47,030.00	\$ 11,792.00	\$ 4,257.00	\$ -	\$ 16,049.00	34.13%	\$ 30,981.00	\$ -	\$ 1,604.50
2	11020 Consultant Fees	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 5,000.00	\$ -	\$ -
3	11831 General Labor	\$ 8,500.00	\$ 8,500.00	\$ -	\$ 8,500.00	\$ -	\$ 2,200.00	\$ -	\$ 2,200.00	25.88%	\$ 6,300.00	\$ -	\$ 220.00
4	12053 Surveying	\$ 17,502.00	\$ 17,502.00	\$ -	\$ 17,502.00	\$ 1,750.00	\$ 5,000.00	\$ -	\$ 6,750.00	35.71%	\$ 11,252.00	\$ -	\$ 625.00
5	13023 Laboratory Testing	\$ 25,000.00	\$ 25,000.00	\$ -	\$ 25,000.00	\$ 5,817.50	\$ -	\$ -	\$ 5,817.50	23.27%	\$ 19,182.50	\$ -	\$ 581.75
6	13042 Plan Reproduction	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ 500.00	\$ -	\$ 500.00	33.33%	\$ 1,000.00	\$ -	\$ 50.00
7	13134 Concrete Quality Control	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00	40.00%	\$ 1,500.00	\$ -	\$ 100.00
8	14079 Barriacles	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 1,000.00	\$ -	\$ -
9	18012 Payment and Performance Bond	\$ 12,838.00	\$ 12,838.00	\$ -	\$ 12,838.00	\$ 12,838.00	\$ -	\$ -	\$ 12,838.00	100.00%	\$ -	\$ -	\$ 1,283.80
10	18042 Gross Receipts Tax	\$ 45,381.00	\$ 45,381.00	\$ 17,315.00	\$ 38,066.00	\$ 17,490.00	\$ 6,002.00	\$ -	\$ 23,492.00	61.71%	\$ 14,574.00	\$ -	\$ 2,349.20
11	21444 SWPPP Permit & Program	\$ 7,500.00	\$ 7,500.00	\$ -	\$ 7,500.00	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	46.67%	\$ 4,000.00	\$ -	\$ 350.00
12	22004 Earthwork	\$ 352,723.00	\$ 655,068.00	\$ 129,469.00	\$ 520,276.00	\$ 442,732.00	\$ 63,644.00	\$ -	\$ 505,876.00	97.21%	\$ 14,508.00	\$ -	\$ 50,587.60
13	22504 Erosion Control	\$ 16,988.00	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	100.00%	\$ -	\$ -	\$ 400.00
14	25754 Concrete Repair	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 2,500.00	\$ -	\$ -
15	26004 Storm/Utilities	\$ 285,657.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -
16	27661 Site Electrical Distribution	\$ 11,135.00	\$ 11,135.00	\$ -	\$ 11,135.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 11,135.00	\$ -	\$ -
17	29004 Landscaping and Irrigation	\$ 30,000.00	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 30,000.00	\$ -	\$ -
18	34004 Building Concrete	\$ 292,850.00	\$ 292,850.00	\$ 174,310.00	\$ 118,540.00	\$ -	\$ 187,967.00	\$ -	\$ 187,967.00	59.01%	\$ 130,573.00	\$ -	\$ 18,796.70
19	General Contractor's Overhead/Profit	\$ 72,683.00	\$ 72,683.00	\$ -	\$ 72,683.00	\$ 28,346.00	\$ 15,264.00	\$ -	\$ 43,610.00	60.00%	\$ 29,073.00	\$ -	\$ 4,361.00
20		\$ 2,341,987.00	\$ 1,341,987.00	\$ 1216,317.00	\$ 1,125,670.00	\$ 527,265.50	\$ 285,834.00	\$ -	\$ 813,099.50	66.59%	\$ 312,570.50	\$ -	\$ 81,309.95

1027

WHISPERING PINES ALF 07/13

16 BELLEGRASS BLVD
HATTIESBURG, MS 39402-1904

DATE 9/10/2014

85-27-653

PAY
TO THE
ORDER OF

ICI Construction

\$ 257250⁶⁰

Two hundred Fifty seven Thousand two hundred Fifty

⁶⁰/₁₀₀

DOLLARS



Trustmark

National Bank

FOR

Draw #5 (Aug) Construction Fee

⑈001027⑈ ⑆065300279⑆ ⑈4800252528⑈

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF FOUR PAGES

TO OWNER: Whispering Pines ALF, LLC
11 Parkway Boulevard
Hattiesburg, Mississippi 39402

PROJECT: Claiborne at Whispering Pines
Hattiesburg, Mississippi

APPLICATION NO: Six (6)

Distribution to:

INVOICE #

☒ OWNER

PERIOD TO: 25-Sep-14

☒ ARCHITECT

FROM CONTRACTOR:

VIA ARCHITECT:

ICI Construction, Inc.
5057 Keller Springs Road, Ste. 200
Addison, Texas 75001

Gallier Tolson French
2344 Highway 121, Suite 100
Bedford, Texas 76021

PROJECT NO: 302

Contract For: Claiborne at Whispering Pines - Off-Site

CONTRACT DATE: 4-Mar-14

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 1,341,987.00

2. Net change by Change Orders \$ (232,318.00)

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,109,669.00

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 954,316.25

5. RETAINAGE:

a. 10 % of Completed Work (Column D + E on G703)

b. 10 % of Stored Material (Column F on G703)

Total Retainage (Lines 5a + 5b or

Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

\$ 95,431.63

\$

\$ 95,431.63

\$ 858,884.63

\$ 731,789.55

\$ 137,095.08

\$ 250,784.38

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$216,317.00
Total approved this Month	\$0.00	\$16,001.00
TOTALS	\$0.00	\$232,318.00
NET CHANGES by Change Order	(\$232,318.00)	

CONTRACTOR: ICI CONSTRUCTION, INC.

[Signature]
Steve Williams, Vice President

State of: Texas

County of: Dallas

Subscribed and sworn to before me this 30th day of September, 2014.

Notary Public:

Commission Expires: 11/4/17

Date: 9/30/2014

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 427,095.08

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

ARCHITECT: GAUER TOLSON FRENCH

By:

Date: 9-30-14

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

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

[Signature]
Carol Poirier
My Commission Expires 11/04/2017

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 54 (6)
APPLICATION DATE: 9/30/2014
PERIOD TO: 9/25/2014

ARCHITECT'S PROJECT NO: Claiborne at Whispering Pines

Item No.	Description of Work	C Scheduled Value	D Revised Scheduled Value	E Material Deductions	F Current Scheduled Value	G Work Completed		I Materials Presently Stored	J Total Completed And Stored to Date	K % (G/C)	L Balance To Finish	M Retainage
						Previous Application	This Period					
1	1611 Payroll and Burden	\$ 51,030.00	\$ 47,030.00	\$ -	\$ 47,030.00	\$ 16,049.00	\$ 5,890.00	\$ -	\$ 21,939.00	46.69%	\$ 25,091.00	\$ 2,193.90
2	11020 Consultant Fees	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00	100.00%	\$ -	\$ 500.00
3	11831 General Labor	\$ 8,500.00	\$ 8,500.00	\$ -	\$ 8,500.00	\$ 2,200.00	\$ 3,220.00	\$ -	\$ 7,690.00	90.00%	\$ 850.00	\$ 765.00
4	12053 Surveying	\$ 17,502.00	\$ 17,502.00	\$ -	\$ 17,502.00	\$ 6,250.00	\$ 5,000.00	\$ -	\$ 11,250.00	64.28%	\$ 6,252.00	\$ 1,125.00
5	13023 Laboratory Testing	\$ 25,000.00	\$ 25,000.00	\$ -	\$ 25,000.00	\$ 5,817.50	\$ 5,773.75	\$ -	\$ 11,541.25	46.17%	\$ 13,458.75	\$ 1,154.13
6	13042 Plan Reproduction	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 500.00	\$ 1,000.00	\$ -	\$ 1,500.00	100.00%	\$ -	\$ 150.00
7	13134 Concrete Quality Control	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 1,000.00	\$ 1,250.00	\$ -	\$ 2,250.00	90.00%	\$ 250.00	\$ 225.00
8	14073 Barricades	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00	100.00%	\$ -	\$ 100.00
9	18012 Permit and Performance Bond	\$ 12,838.00	\$ 12,838.00	\$ -	\$ 12,838.00	\$ 12,838.00	\$ -	\$ -	\$ 12,838.00	100.00%	\$ -	\$ 1,283.80
10	18042 Gross Receipts Tax	\$ 45,381.00	\$ 45,381.00	\$ -	\$ 45,381.00	\$ 23,497.00	\$ 3,138.00	\$ -	\$ 26,635.00	71.02%	\$ 10,875.00	\$ 2,665.00
11	21444 Swampy Permit & Program	\$ 7,500.00	\$ 7,500.00	\$ -	\$ 7,500.00	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	46.67%	\$ 4,000.00	\$ 350.00
12	22004 Earthwork	\$ 352,473.00	\$ 655,068.00	\$ (134,692.00)	\$ 520,376.00	\$ 505,876.00	\$ 4,750.00	\$ -	\$ 510,626.00	98.13%	\$ 9,750.00	\$ 51,062.60
13	22504 Erosion Control	\$ 16,368.00	\$ 4,900.00	\$ -	\$ 4,900.00	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	100.00%	\$ -	\$ 400.00
14	25754 Concrete Repair	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 2,500.00	\$ -
15	26004 Storm/Utilities	\$ 285,657.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
16	27864 Site Electrical Distribution	\$ 11,135.00	\$ 11,135.00	\$ (11,135.00)	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
17	29004 Landscaping and Irrigation	\$ 30,000.00	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 30,000.00	\$ -
18	33004 Building Concrete	\$ 392,850.00	\$ 392,850.00	\$ (78,435.00)	\$ 314,215.00	\$ 187,567.00	\$ 95,000.00	\$ -	\$ 282,567.00	90.06%	\$ 31,448.00	\$ 28,296.70
19	General Contractor's Overhead/Profit	\$ 72,663.00	\$ 72,663.00	\$ -	\$ 72,663.00	\$ 43,610.00	\$ 7,995.00	\$ -	\$ 51,605.00	71.00%	\$ 21,078.00	\$ 5,160.50
20		\$ 1,341,987.00	\$ 1,341,987.00	\$ (232,318.00)	\$ 1,109,669.00	\$ 813,099.50	\$ 141,216.75	\$ -	\$ 954,316.25	71.11%	\$ 155,352.75	\$ 95,431.63

WHISPERING PINES ALF 07/13
16 BELLEGRASS BLVD
HATTIESBURG, MS 39402-1904

1033

DATE 10/8/14

85-27-653

PAY
TO THE
ORDER OF

ICI Construction

\$ 127,005⁰⁰/₁₀₀

One hundred twenty seven thousand
ninety-five⁰⁰/₁₀₀

DOLLARS



Trustmark

National Bank

September

FOR Contractor's Fee Draw #6 Off Site

⑈001033⑈ ⑈065300279⑈ ⑈4800252528⑈

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF FOUR PAGES

TO OWNER: Whispering Pines ALF, LLC
11 Parkway Boulevard
Hattiesburg, Mississippi 39402

PROJECT:

Clalborne at Whispering Pines
Hattiesburg, Mississippi

Seven (7)

Distribution to:

☒ OWNER

INVOICE #

302-7

☒ ARCHITECT

PERIOD TO:

25-Oct-14

☒ CONTRACTOR

VIA ARCHITECT:

FROM CONTRACTOR:

ICI Construction, Inc.
5057 Keller Springs Road, Ste. 200
Addison, Texas 75001

Galler Tolson French
2344 Highway 121, Suite 100
Bedford, Texas 76021

PROJECT NO: 302

CONTRACT DATE: 4-Mar-14

Contract For: Clalborne at Whispering Pines - Off-Site

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM \$ 1,341,987.00
2. Net change by Change Orders \$ (232,318.00)
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,109,669.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 970,700.50

5. RETAINAGE:
a. 10 % of Completed Work (Column D + E on G703) \$ 97,070.05
b. 10 % of Stored Material (Column F on G703) \$ -

Total Retainage (Lines 5a + 5b or Total in Column I of G703)
6. TOTAL EARNED LESS RETAINAGE \$ 97,070.05
\$ 873,630.45

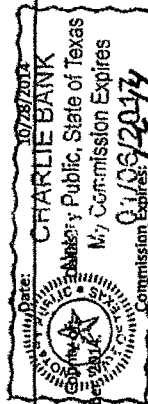
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 858,884.63
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 236,038.55

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved		
In previous months by Owner	\$0.00	\$232,318.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$232,318.00
NET CHANGES by Change Order	(\$232,318.00)	

CONTRACTOR: ICI CONSTRUCTION, INC.

Steve Williams, Vice President
State of Texas
Subscribed and sworn to before me this 28th day of October 2014.

Notary Public: Charlie Bank



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 14,745.82

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

ARCHITECT: GALLER TOLSON FRENCH

By:

Date: 10-31-14

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

CONTINUATION SHEET

AIA Document G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Seven (7)

APPLICATION DATE: 10/25/2014

PERIOD TO: 10/25/2014

ARCHITECT'S PROJECT NO: Claiborne at Whispering Pines

Item No.	Description of Work	C Scheduled Value	D Revised Scheduled Value	E Material Deductions	F Current Scheduled Value	G Work Completed		H This Period	I Materials Presumably Stored	J Total Completed And Stored to Date	K % (s/c)	L Balance To Finish		M Retainage
						Previous Application	Application					Balance To Finish	Retainage	
1	1611 Payroll and Burden	\$ 51,080.00	\$ 47,080.00	\$ -	\$ 47,080.00	\$ 21,595.00	\$ 4,258.00	\$ -	\$ -	\$ 26,197.00	55.70%	\$ 20,833.00	\$ -	\$ 2,619.70
2	11020 Consultant Fees	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	100.00%	\$ -	\$ -	\$ 500.00
3	11831 General Labor	\$ 8,500.00	\$ 8,500.00	\$ -	\$ 8,500.00	\$ 7,850.00	\$ -	\$ -	\$ -	\$ 7,850.00	90.00%	\$ 850.00	\$ -	\$ 765.00
4	12053 Surveying	\$ 17,502.00	\$ 17,502.00	\$ -	\$ 17,502.00	\$ 11,250.00	\$ 3,750.00	\$ -	\$ -	\$ 15,000.00	85.70%	\$ 2,502.00	\$ -	\$ 1,500.00
5	13023 Laboratory Testing	\$ 25,000.00	\$ 25,000.00	\$ -	\$ 25,000.00	\$ 11,541.25	\$ 5,881.25	\$ -	\$ -	\$ 18,222.50	72.89%	\$ 6,777.50	\$ -	\$ 1,822.25
6	13042 Plan Reproduction	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	100.00%	\$ -	\$ -	\$ 150.00
7	13134 Concrete Quality Control	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,250.00	\$ -	\$ -	\$ -	\$ 2,250.00	90.00%	\$ 250.00	\$ -	\$ 225.00
8	14073 Bar/Rebar	\$ 2,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	100.00%	\$ -	\$ -	\$ 100.00
9	18012 Payment and Performance Bond	\$ 12,838.00	\$ 12,838.00	\$ -	\$ 12,838.00	\$ 12,838.00	\$ -	\$ -	\$ -	\$ 12,838.00	100.00%	\$ -	\$ -	\$ 1,283.80
10	18042 Gross Receipts Tax	\$ 45,381.00	\$ 45,381.00	\$ -	\$ 45,381.00	\$ 26,650.00	\$ 780.00	\$ -	\$ -	\$ 27,430.00	73.10%	\$ 10,955.00	\$ -	\$ 2,783.00
11	21444 SWPPP Permit & Program	\$ 7,500.00	\$ 7,500.00	\$ -	\$ 7,500.00	\$ 3,500.00	\$ -	\$ -	\$ -	\$ 3,500.00	46.67%	\$ 4,000.00	\$ -	\$ 350.00
12	22004 Earthwork	\$ 352,423.00	\$ 655,098.00	\$ (134,892.00)	\$ 520,376.00	\$ 510,626.00	\$ -	\$ -	\$ -	\$ 510,626.00	98.13%	\$ 9,750.00	\$ -	\$ 51,062.60
13	22504 Erosion Control	\$ 16,988.00	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00	100.00%	\$ -	\$ -	\$ 400.00
14	25734 Concrete Repair	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 2,500.00	\$ -	\$ -
15	26004 Storm/Utilities	\$ 285,657.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -
16	27854 Site Electrical Distribution	\$ 11,135.00	\$ 11,135.00	\$ (11,135.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -
17	29004 Landscaping and Irrigation	\$ 30,000.00	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 30,000.00	\$ -	\$ -
18	33004 Building Concrete	\$ 392,850.00	\$ 392,850.00	\$ (78,695.00)	\$ 314,215.00	\$ 282,967.00	\$ -	\$ -	\$ -	\$ 282,967.00	90.06%	\$ 31,248.00	\$ -	\$ 28,366.70
19	General Contractor's Overhead/Profit	\$ 72,683.00	\$ 72,683.00	\$ -	\$ 72,683.00	\$ 51,605.00	\$ 915.00	\$ -	\$ -	\$ 52,520.00	72.26%	\$ 20,163.00	\$ -	\$ 5,252.00
20		\$ 1,341,987.00	\$ 1,341,987.00	\$ (232,318.00)	\$ 1,109,669.00	\$ 954,316.25	\$ 16,984.25	\$ -	\$ -	\$ 970,700.50	72.83%	\$ 138,986.50	\$ -	\$ 97,070.05

WHISPERING PINES ALF 07/13

16 BELLEGRASS BLVD
HATTIESBURG, MS 39402-1904

1034

DATE 11/5/14

85-27-653

PAY
TO THE
ORDER OF

ICI Construction

\$ 14,745⁸²

Fourteen thousand seven hundred forty five ⁸²/₁₀₀

DOLLARS



MP



Trustmark
National Bank

FOR Off Site Draw #7

⑈001034⑈ ⑆065300279⑆ ⑈4800252528⑈

ALF #8

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF FOUR PAGES

TO OWNER: Whispering Pines ALF, LLC
11 Parkway Boulevard
Hattiesburg, Mississippi 39402

PROJECT: Claiborne at Whispering Pines
Hattiesburg, Mississippi

APPLICATION NO:

INVOICE # 302-8

Distribution to:

☒ OWNER

☒ ARCHITECT

☒ CONTRACTOR

FROM CONTRACTOR: VIA ARCHITECT:

ICI Construction, Inc.
5057 Keller Springs Road, Ste. 200
Addison, Texas 75001

Gallier Tolson French
2344 Highway 121, Suite 100
Bedford, Texas 76021

Contract For: Claiborne at Whispering Pines - Off-Site

CONTRACT DATE: 4-Mar-14

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM \$ 1,341,987.00
2. Net change by Change Orders \$ (232,318.00)
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,109,669.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 985,537.50

5. RETAINAGE: a. 10 % of Completed Work (Column D + E on G703) \$ 98,553.75
b. 10 % of Stored Material (Column F on G703) \$ -

Total Retainage (Lines 5a + 5b or Total in Column I of G703)
6. TOTAL EARNED LESS RETAINAGE \$ 98,553.75
(Line 4 Less Line 5 Total) \$ 886,983.75

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 873,630.45
8. CURRENT PAYMENT DUE \$ 13,353.30
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 222,685.25

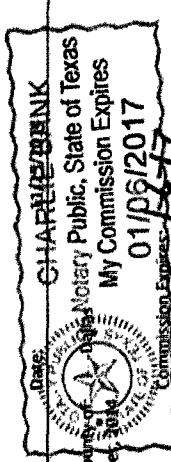
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$232,318.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$232,318.00
NET CHANGES by Change Order	(\$232,318.00)	

CONTRACTOR: ICI CONSTRUCTION, INC.

Steve Williams, Vice President
State of: Texas

Subscribed and sworn to before me this 25th day of November, 2014.

Notary Public: Charles Bank



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 13,353.30

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

ARCHITECT: GALLIER TOLSON FRENCH

By: [Signature] Date: 11-25-14

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

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO:

Eight (8)

11/25/2014

APPLICATION DATE:

11/25/2014

PERIOD TO:

ARCHITECT'S PROJECT NO:

Chabonne at Whispering Pines

A	B	C	D	E	F	G	H	I	J	K	L	M
Item No.	Description of Work	Scheduled Value	Revised Scheduled Value	Material Deductions	Current Scheduled Value	Previous Application	Work Completed This Period	Materials Presently Stored	Total Completed And Stored to Date	% (G/C)	Balance To Finish	Retainage
1	1611 Payroll and Burden	\$ 51,030.00	\$ 47,030.00	\$ -	\$ 47,030.00	\$ 26,197.00	\$ 10,835.00	\$ -	\$ 37,032.00	78.74%	\$ 9,998.00	\$ 3,703.20
2	11020 Consultant Fees	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	100.00%	\$ -	\$ 500.00
3	11831 General Labor	\$ 8,500.00	\$ 8,500.00	\$ -	\$ 8,500.00	\$ 7,550.00	\$ -	\$ -	\$ 7,550.00	90.00%	\$ 850.00	\$ 765.00
4	12053 Surveying	\$ 17,502.00	\$ 17,502.00	\$ -	\$ 17,502.00	\$ 15,000.00	\$ 2,502.00	\$ -	\$ 17,502.00	100.00%	\$ -	\$ 1,750.20
5	13023 Laboratory Testing	\$ 25,000.00	\$ 25,000.00	\$ -	\$ 25,000.00	\$ 18,222.50	\$ 685.00	\$ -	\$ 18,907.50	75.63%	\$ 6,092.50	\$ 1,890.75
6	13042 Plan Reproduction	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	100.00%	\$ -	\$ 150.00
7	13134 Concrete Quality Control	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	90.00%	\$ 250.00	\$ 225.00
8	14073 Barricades	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	100.00%	\$ -	\$ 100.00
9	18012 Payment and Performance Bond	\$ 12,838.00	\$ 12,838.00	\$ -	\$ 12,838.00	\$ 12,838.00	\$ -	\$ -	\$ 12,838.00	100.00%	\$ -	\$ 1,283.80
10	18042 Gross Receipts Tax	\$ 45,381.00	\$ 45,381.00	\$ (7,856.00)	\$ 37,525.00	\$ 27,830.00	\$ -	\$ -	\$ 27,830.00	73.10%	\$ 10,095.00	\$ 2,743.00
11	21444 SWPPP Permit & Program	\$ 7,500.00	\$ 7,500.00	\$ -	\$ 7,500.00	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	46.67%	\$ 4,000.00	\$ 350.00
12	22004 Earthwork	\$ 352,423.00	\$ 655,068.00	\$ (134,692.00)	\$ 520,376.00	\$ 510,626.00	\$ -	\$ -	\$ 510,626.00	98.13%	\$ 9,750.00	\$ 51,062.60
13	22504 Erosion Control	\$ 16,988.00	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	100.00%	\$ -	\$ 400.00
14	25754 Concrete Repair	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 2,500.00	\$ -
15	26004 Storm/Utilities	\$ 285,657.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
16	27864 Site Electrical Distribution	\$ 11,135.00	\$ 11,135.00	\$ (11,135.00)	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
17	29004 Landscaping and Irrigation	\$ 30,000.00	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 30,000.00	\$ -
18	33004 Building Concrete	\$ 392,850.00	\$ 392,850.00	\$ (78,695.00)	\$ 314,155.00	\$ 282,967.00	\$ -	\$ -	\$ 282,967.00	90.06%	\$ 31,248.00	\$ 28,296.70
19	General Contractor's Overhead/Profit	\$ 72,683.00	\$ 72,683.00	\$ -	\$ 72,683.00	\$ 52,520.00	\$ 815.00	\$ -	\$ 53,335.00	73.38%	\$ 19,348.00	\$ 5,333.50
20		\$ 1,341,987.00	\$ 1,341,987.00	\$ (232,318.00)	\$ 1,109,669.00	\$ 970,700.50	\$ 14,837.00	\$ -	\$ 985,537.50	73.44%	\$ 124,131.50	\$ 98,553.75

1037

WHISPERING PINES ALF 07/13

16 BELLEGRASS BLVD
HATTIESBURG, MS 39402-1904

DATE 12/9/14

85-27-653

PAY
TO THE
ORDER OF

ICI Construction

\$ 13,353³⁰

Thirteen thousand three hundred f. fty - three ³⁰/₁₀₀

DOLLARS

Security Features
Indicated
Details on Back



Trustmark
National Bank

FOR

Contractor's Fee (Draw #8-Nbr)

MP

⑈001037⑈ ⑈065300279⑈ ⑈4800252528⑈

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF FOUR PAGES

TO OWNER: Whispering Pines ALF, LLC
11 Parkway Boulevard
Hattiesburg, Mississippi 39402

PROJECT: Claiborne at Whispering Pines
Hattiesburg, Mississippi

APPLICATION NO: Nine (9)

Distribution to:

INVOICE #

☒ OWNER

PERIOD TO:

25-Dec-14

☒ ARCHITECT

FROM CONTRACTOR:

ICI Construction, Inc.
5057 Keller Springs Road, Ste. 200
Addison, Texas 75001

VIA ARCHITECT:

Gallier Tolson French
2344 Highway 121, Suite 100
Bedford, Texas 76021

PROJECT NO: 302

Contract For: Claiborne at Whispering Pines - Off-Site

CONTRACT DATE: 4-Mar-14

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM \$ 1,341,987.00
2. Net change by Change Orders \$ (232,318.00)
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,109,669.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,010,828.50

5. RETAINAGE:
a. 10 % of Completed Work (Column D + E on G703) \$ 101,082.85
b. 10 % of Stored Material (Column F on G703) \$ -
Total Retainage (Lines 5a + 5b or Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 101,082.85
\$ 909,745.65

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 886,983.75
8. CURRENT PAYMENT DUE \$ 22,761.90

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 199,923.35

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved		
In previous months by Owner	\$0.00	\$232,318.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$232,318.00
NET CHANGES by Change Order	(\$232,318.00)	

By: Steve Williams, Vice President Date: 3/25/2015

State of: Texas County of: Dallas
Subscribed and sworn to before me this 25th day of March, 2015.

Notary Public: Commission Expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

ARCHITECT: GALLIER TOLSON FRENCH

By: Date:

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

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retentage for line items may apply.

APPLICATION NO: Nine (9)
APPLICATION DATE: 3/25/2015
PERIOD TO: 3/25/2015
ARCHITECT'S PROJECT NO: Claiborne at Whispering Pines

A Item No.	B Description of Work	C Scheduled Value	D Revised Scheduled Value	E Material Deductions	F Current Scheduled Value	G		H Work Completed This Period	I Materials Presently Stored	J Total Completed And Stored to Date	K % (G/C)	L Balance To Finish	M Retainage
						Previous Application	Work Completed Previous Application						
1	1611 Payroll and Burden	\$ 51,030.00	\$ 47,030.00	\$ -	\$ 47,030.00	\$ 37,032.00	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 42,032.00	89.37%	\$ 4,998.00	\$ 4,203.20
2	11020 Consultant Fees	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	100.00%	\$ -	\$ 500.00
3	11831 General Labor	\$ 8,500.00	\$ 8,500.00	\$ -	\$ 8,500.00	\$ 7,650.00	\$ 850.00	\$ 850.00	\$ -	\$ 8,500.00	100.00%	\$ -	\$ 850.00
4	12053 Surveying	\$ 17,502.00	\$ 17,502.00	\$ -	\$ 17,502.00	\$ 17,502.00	\$ -	\$ -	\$ -	\$ 17,502.00	100.00%	\$ -	\$ 1,750.20
5	13023 Laboratory Testing	\$ 25,000.00	\$ 25,000.00	\$ -	\$ 25,000.00	\$ 18,907.50	\$ 3,250.00	\$ 3,250.00	\$ -	\$ 22,157.50	88.63%	\$ 2,842.50	\$ 2,715.75
6	13042 Plan Reproduction	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	100.00%	\$ -	\$ 150.00
7	13134 Concrete Quality Control	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,250.00	\$ 250.00	\$ -	\$ -	\$ 2,250.00	90.00%	\$ 250.00	\$ 225.00
8	14073 Barricades	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	100.00%	\$ -	\$ 100.00
9	18012 Payment and Performance Bond	\$ 12,838.00	\$ 12,838.00	\$ -	\$ 12,838.00	\$ 12,838.00	\$ -	\$ -	\$ -	\$ 12,838.00	100.00%	\$ -	\$ 1,283.80
10	18042 Gross Receipts Tax	\$ 45,381.00	\$ 45,381.00	\$ (7,856.00)	\$ 37,525.00	\$ 27,430.00	\$ 901.00	\$ 901.00	\$ -	\$ 28,331.00	75.50%	\$ 9,194.00	\$ 2,833.10
11	21444 SWPPP Permit & Program	\$ 7,500.00	\$ 7,500.00	\$ -	\$ 7,500.00	\$ 3,500.00	\$ 4,000.00	\$ 4,000.00	\$ -	\$ 7,500.00	100.00%	\$ -	\$ 750.00
12	22004 Eriwork	\$ 952,423.00	\$ 655,068.00	\$ (134,692.00)	\$ 520,376.00	\$ 510,626.00	\$ 9,750.00	\$ 9,750.00	\$ -	\$ 520,376.00	100.00%	\$ -	\$ 52,037.60
13	22504 Erosion Control	\$ 16,988.00	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00	100.00%	\$ -	\$ 400.00
14	25754 Concrete Repair	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 2,500.00	\$ -
15	26004 Storm/Utilities	\$ 285,657.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
16	27864 Site Electrical Distribution	\$ 11,135.00	\$ 11,135.00	\$ (11,135.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
17	29004 Landscaping and Irrigation	\$ 30,000.00	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 30,000.00	\$ -
18	33004 Building Concrete	\$ 392,850.00	\$ 392,850.00	\$ (78,635.00)	\$ 314,215.00	\$ 282,967.00	\$ 31,248.00	\$ 31,248.00	\$ -	\$ 282,967.00	90.06%	\$ 31,248.00	\$ 28,296.70
19	General Contractor's Overhead/Profit	\$ 72,683.00	\$ 72,683.00	\$ -	\$ 72,683.00	\$ 59,395.00	\$ 13,288.00	\$ 13,288.00	\$ -	\$ 54,875.00	75.50%	\$ 17,808.00	\$ 5,487.50
20		\$ 1,341,987.00	\$ 1,341,987.00	\$ (232,318.00)	\$ 1,109,669.00	\$ 985,537.50	\$ 25,291.00	\$ 25,291.00	\$ -	\$ 1,010,828.50	75.32%	\$ 98,840.50	\$ 101,082.85

TO OWNER: Whispering Pines ALF, LLC
11 Parkway Boulevard
Hattiesburg, Mississippi 39402

Clalborne at Whispering Pines
Hattiesburg, Mississippi

APPLICATION NO: Eleven (11)

INVOICE # 302-11

PERIOD TO: 25-Jun-15

Distribution to:

☒ OWNER

☒ ARCHITECT

☒ CONTRACTOR

FROM CONTRACTOR:

ICI Construction, Inc.
5057 Keller Springs Road, Ste. 200
Addison, Texas 75001

Gallier Tolson French
2344 Highway 121, Suite 100
Bedford, Texas 76021

VIA ARCHITECT:

PROJECT NO: 302

CONTRACT DATE: 4-Mar-14

Contract For: Clalborne at Whispering Pines - Off-Site

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM \$ 1,341,987.00
2. Net change by Change Orders \$ (232,318.00)
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 1,109,669.00
4. TOTAL COMPLETED & STORED TO \$ 1,029,695.50

DATE (Column G on G703)
5. RETAINAGE: a. 10 % of Completed Work (Column D + E on G703) \$ 102,969.55
b. 10 % of Stored Material (Column F on G703) \$ -

Total Retainage (Lines 5a + 5b or Total in Column I of G703)
6. TOTAL EARNED LESS RETAINAGE \$ 102,969.55
\$ 926,725.95

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 909,745.65
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)
\$ 18,980.30
\$ 182,943.05

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$0.00	\$232,318.00
Total approved this Month		\$0.00	\$0.00
TOTALS		\$0.00	\$232,318.00
NET CHANGES by Change Order			(\$232,318.00)

CONTRACTOR: ICI CONSTRUCTION, INC.

By: Steve Williams, Vice President Date: 6/24/2015

State of: Texas County of: Dallas
Subscribed and sworn to before me this 24th day of June, 2015.

Notary Public: Commission Expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$

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

By: Date:

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

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Twelve (12)
APPLICATION DATE: 6/24/2015
PERIOD TO: 6/25/2015
ARCHITECT'S PROJECT NO: Cialborne at Whispering Pines

Use Accounting Software to Minimize Retainage (Leave for my review only, please)													
A Item No.	B Description of Work	C Scheduled Value	D Revised Scheduled Value	E Material Deductions	F Current Scheduled Value	G		H Work Completed This Period	I Materials Presently Stored	J Total Completed And Stored to Date	K % (G/C)	L Balance To Finish	M Retainage
						Previous Application	Work Completed This Period						
1	1611 Payroll and Burden	\$ 51,030.00	\$ 47,030.00	\$ -	\$ 47,030.00	\$ 42,032.00	\$ -	\$ -	\$ -	\$ 42,032.00	89.37%	\$ 4,998.00	\$ 4,205.20
2	11020 Consultant Fees	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	100.00%	\$ -	\$ 500.00
3	11831 General Labor	\$ 8,500.00	\$ 8,500.00	\$ -	\$ 8,500.00	\$ 8,500.00	\$ -	\$ -	\$ -	\$ 8,500.00	100.00%	\$ -	\$ 850.00
4	12053 Surveying	\$ 17,502.00	\$ 17,502.00	\$ -	\$ 17,502.00	\$ 17,502.00	\$ -	\$ -	\$ -	\$ 17,502.00	100.00%	\$ -	\$ 1,750.20
5	13023 Laboratory Testing	\$ 25,000.00	\$ 25,000.00	\$ -	\$ 25,000.00	\$ 22,157.50	\$ -	\$ -	\$ -	\$ 22,157.50	88.63%	\$ 2,842.50	\$ 2,215.75
6	13042 Plan Reproduction	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	100.00%	\$ -	\$ 150.00
7	13134 Concrete Quality Control	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,250.00	\$ -	\$ -	\$ -	\$ 2,250.00	90.00%	\$ 250.00	\$ 225.00
8	14073 Barricades	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	100.00%	\$ -	\$ 100.00
9	18012 Payment and Performance Bond	\$ 12,838.00	\$ 12,838.00	\$ -	\$ 12,838.00	\$ 12,838.00	\$ -	\$ -	\$ -	\$ 12,838.00	100.00%	\$ -	\$ 1,283.80
10	18042 Gross Receipts Tax	\$ 45,381.00	\$ 45,381.00	\$ (7,856.00)	\$ 37,525.00	\$ 28,331.00	\$ -	\$ -	\$ -	\$ 28,331.00	75.50%	\$ 9,194.00	\$ 2,835.10
11	21444 SWPPP Permit & Program	\$ 7,500.00	\$ 7,500.00	\$ -	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -	\$ -	\$ 7,500.00	100.00%	\$ -	\$ 750.00
12	22004 Earthwork	\$ 352,423.00	\$ 655,068.00	\$ (134,692.00)	\$ 520,376.00	\$ 520,376.00	\$ -	\$ -	\$ -	\$ 520,376.00	100.00%	\$ -	\$ 52,037.60
13	22504 Erosion Control	\$ 16,988.00	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00	100.00%	\$ -	\$ 400.00
14	25754 Concrete Repair	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 2,500.00	\$ -
15	26004 Storm/Utilities	\$ 285,657.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
16	27864 Site Electrical Distribution	\$ 11,135.00	\$ 11,135.00	\$ (11,135.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
17	29004 Landscaping and Irrigation	\$ 30,000.00	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ -	\$ 18,011.00	\$ -	\$ 18,011.00	60.04%	\$ 11,989.00	\$ 1,801.10
18	33004 Building Concrete	\$ 392,850.00	\$ 392,850.00	\$ (78,635.00)	\$ 314,215.00	\$ 282,967.00	\$ -	\$ -	\$ -	\$ 282,967.00	90.06%	\$ 31,248.00	\$ 28,296.70
19	General Contractor's Overhead/Profit	\$ 72,683.00	\$ 72,683.00	\$ -	\$ 72,683.00	\$ 54,875.00	\$ -	\$ 856.00	\$ -	\$ 55,731.00	76.68%	\$ 16,952.00	\$ 5,573.10
20		\$ 1,341,987.00	\$ 1,341,987.00	\$ (232,318.00)	\$ 1,109,669.00	\$ 1,010,828.50	\$ -	\$ 18,867.00	\$ -	\$ 1,029,695.50	76.73%	\$ 79,973.50	\$ 102,969.55

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF FOUR PAGES

TO OWNER: Whispering Pines ALF, LLC
11 Parkway Boulevard
Hattiesburg, Mississippi 39402

Clalborne at Whispering Pines
Hattiesburg, Mississippi

Thirteen (13)

APPLICATION NO:

INVOICE #

☒ OWNER

PERIOD TO:

☒ ARCHITECT

☒ CONTRACTOR

VIA ARCHITECT:

FROM CONTRACTOR: ICI Construction, Inc.
5057 Keller Springs Road, Ste. 200
Addison, Texas 75001

Gallier Tolson French
2344 Highway 121, Suite 100
Bedford, Texas 76021

PROJECT NO: 302

CONTRACT DATE: 4-Mar-14

Contract For: Clalborne at Whispering Pines - Off-Site

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM \$ 1,341,987.00
2. Net change by Change Orders \$ (232,318.00)
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,109,669.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,035,615.50

5. RETAINAGE: a. 10 % of Completed Work (Column D + E on G703) \$ 103,561.55
b. 10 % of Stored Material (Column F on G703) \$ -

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 103,561.55
TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 932,053.95

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 976,725.95
8. CURRENT PAYMENT DUE \$ 5,328.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 177,615.05

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

ARCHITECT: GALLIER TOLSON FRENCH

By: _____ Date: _____

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$232,318.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$232,318.00
NET CHANGES by Change Order	(\$232,318.00)	

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO: **Thirteen (13)**
APPLICATION DATE: **7/29/2015**
PERIOD TO: **7/25/2015**
ARCHITECT'S PROJECT NO: **Clalborne at Whispering Pines**

A Item No.	B Description of Work	C Scheduled Value	D Revised Scheduled Value	E Material Deductions	F Current Scheduled Value	G Work Completed		I Materials Presently Stored	J Total Completed And Stored to Date	K % (G/C)	L Balance To Finish	M Retainage
						Previous Application	This Period					
1	1611 Payroll and Burden	\$ 51,030.00	\$ 47,030.00	\$ -	\$ 47,030.00	\$ 42,032.00	\$ 4,998.00	\$ -	\$ 47,030.00	100.00%	\$ -	\$ 4,703.00
2	11020 Consultant Fees	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	100.00%	\$ -	\$ 500.00
3	11831 General Labor	\$ 8,500.00	\$ 8,500.00	\$ -	\$ 8,500.00	\$ 8,500.00	\$ -	\$ -	\$ 8,500.00	100.00%	\$ -	\$ 850.00
4	12053 Surveying	\$ 17,502.00	\$ 17,502.00	\$ -	\$ 17,502.00	\$ 17,502.00	\$ -	\$ -	\$ 17,502.00	100.00%	\$ -	\$ 1,750.20
5	13023 Laboratory Testing	\$ 25,000.00	\$ 25,000.00	\$ -	\$ 25,000.00	\$ 22,157.50	\$ -	\$ -	\$ 22,157.50	88.63%	\$ 2,842.50	\$ 2,215.75
6	13042 Plan Reproduction	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	100.00%	\$ -	\$ 150.00
7	13134 Concrete Quality Control	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,250.00	\$ -	\$ -	\$ 2,250.00	90.00%	\$ 250.00	\$ 225.00
8	14073 Barricades	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	100.00%	\$ -	\$ 100.00
9	18012 Payment and Performance Bond	\$ 12,838.00	\$ 12,838.00	\$ -	\$ 12,838.00	\$ 12,838.00	\$ -	\$ -	\$ 12,838.00	100.00%	\$ -	\$ 1,283.80
10	18042 Gross Receipts Tax	\$ 45,381.00	\$ 45,381.00	\$ (7,855.00)	\$ 37,525.00	\$ 28,931.00	\$ 610.00	\$ -	\$ 28,941.00	77.12%	\$ 8,584.00	\$ 2,894.10
11	21444 SWPPP Permit & Program	\$ 7,500.00	\$ 7,500.00	\$ -	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00	100.00%	\$ -	\$ 750.00
12	22004 Earthwork	\$ 352,423.00	\$ 655,068.00	\$ (134,691.00)	\$ 520,376.00	\$ 520,376.00	\$ -	\$ -	\$ 520,376.00	100.00%	\$ -	\$ 52,037.60
13	22504 Erosion Control	\$ 16,988.00	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	100.00%	\$ -	\$ 400.00
14	25754 Concrete Repair	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 2,500.00	\$ -
15	26004 Storm/Utilities	\$ 285,637.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
16	27864 Site Electrical Distribution	\$ 11,135.00	\$ 11,135.00	\$ (11,135.00)	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
17	29004 Landscaping and Irrigation	\$ 30,000.00	\$ 30,000.00	\$ -	\$ 30,000.00	\$ 18,011.00	\$ -	\$ -	\$ 18,011.00	60.04%	\$ 11,989.00	\$ 1,801.10
18	33004 Building Concrete	\$ 392,850.00	\$ 392,850.00	\$ (78,635.00)	\$ 314,215.00	\$ 282,967.00	\$ -	\$ -	\$ 282,967.00	90.06%	\$ 31,248.00	\$ 28,296.70
19	General Contractor's Overhead/Profit	\$ 72,683.00	\$ 72,683.00	\$ -	\$ 72,683.00	\$ 55,731.00	\$ 312.00	\$ -	\$ 56,043.00	77.11%	\$ 16,640.00	\$ 5,604.30
20		\$ 1,341,987.00	\$ 1,341,987.00	\$ (232,318.00)	\$ 1,109,669.00	\$ 1,029,695.50	\$ 5,920.00	\$ -	\$ 1,035,615.50	77.17%	\$ 74,053.50	\$ 103,561.55

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF FOUR PAGES

TO OWNER: Whispering Pines ALF, LLC
11 Parkway Boulevard
Hattiesburg, Mississippi 39402

PROJECT:

Claiborne at Whispering Pines
Hattiesburg, Mississippi

Fifteen (15)

Distribution to:

INVOICE #

302-15

☒ OWNER

PERIOD TO:

25-Sep-15

☒ ARCHITECT

FROM CONTRACTOR:

ICI Construction, Inc.
5057 Keller Springs Road, Ste. 200
Addison, Texas 75001

VIA ARCHITECT:

Gallier Tolson French
2344 Highway 121, Suite 100
Bedford, Texas 76021

☒ CONTRACTOR

PROJECT NO:

302

Contract For: Claiborne at Whispering Pines - Off-Site

CONTRACT DATE:

4-Mar-14

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM

2. Net change by Change Orders

3. CONTRACT SUM TO DATE (Line 1 + 2)

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)

5. RETAINAGE:

a. 10 % of Completed Work
(Column D + E on G703)

b. 10 % of Stored Material
(Column F on G703)

Total Retainage (Lines 5a + 5b or

Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE

(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)

\$ 1,341,987.00
\$ (232,318.00)
\$ 1,109,669.00
\$ 1,109,669.00

\$ 110,966.90
\$ -

\$ 110,966.90
\$ 998,702.10

\$ 932,053.95
\$ 66,648.15
\$ 110,966.90

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$232,318.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$232,318.00
NET CHANGES by Change Order		(\$232,318.00)

CONTRACTOR: ICI CONSTRUCTION, INC.

By:

Steve Williams, Vice President

Date:

9/26/2015

State of: Texas

County of: Dallas

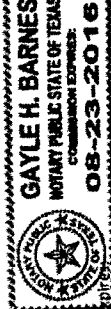
Subscribed and sworn to before me this 29th day of July, 2015.

Notary Public:

Gallier

Commission Expires:

08-23-2016



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

66,648.15

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

ARCHITECT: GALLIER TOLSON FRENCH

By:

Date: 10-6-15

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

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO: **PHceer (12)**
 APPLICATION DATE: **9/26/2015**
 PERIOD TO: **9/25/2015**
 ARCHITECT'S PROJECT NO: **Chalbone at Whispering Pines**

Item No.	Description of Work	C	D	E	F	G		H	I	J	K	L	M
						Previous Application	Work Completed This Period						
1	1611 Payroll and Burden	\$ 51,030.00	\$ 47,030.00	\$ -	\$ 47,030.00	\$ 47,030.00	\$ -	\$ -	\$ -	\$ 47,030.00	100.00%	\$ -	\$ 4,703.00
2	11020 Consultant Fees	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	100.00%	\$ -	\$ 500.00
3	11871 General Labor	\$ 8,500.00	\$ 8,500.00	\$ -	\$ 8,500.00	\$ 8,500.00	\$ -	\$ -	\$ -	\$ 8,500.00	100.00%	\$ -	\$ 850.00
4	12053 Surveying	\$ 17,502.00	\$ 17,502.00	\$ -	\$ 17,502.00	\$ 17,502.00	\$ -	\$ -	\$ -	\$ 17,502.00	100.00%	\$ -	\$ 1,750.20
5	13023 Laboratory Testing	\$ 25,000.00	\$ 25,000.00	\$ -	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ -	\$ 25,000.00	100.00%	\$ -	\$ 2,500.00
6	13042 Plan Reproduction	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	100.00%	\$ -	\$ 150.00
7	13134 Concrete Quality Control	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	100.00%	\$ -	\$ 250.00
8	14073 Barricades	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	100.00%	\$ -	\$ 100.00
9	18012 Payment and Performance Bond	\$ 12,838.00	\$ 12,838.00	\$ -	\$ 12,838.00	\$ 12,838.00	\$ -	\$ -	\$ -	\$ 12,838.00	100.00%	\$ -	\$ 1,283.80
10	18042 Gross Receipts Tax	\$ 45,381.00	\$ 45,381.00	\$ (7,866.00)	\$ 37,515.00	\$ 28,941.00	\$ 8,574.00	\$ -	\$ -	\$ 37,515.00	100.00%	\$ -	\$ 3,751.50
11	21444 SWPPP Permit & Program	\$ 7,500.00	\$ 7,500.00	\$ -	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -	\$ -	\$ 7,500.00	100.00%	\$ -	\$ 750.00
12	22004 Earthwork	\$ 352,473.00	\$ 352,473.00	\$ (134,692.00)	\$ 217,781.00	\$ 217,781.00	\$ -	\$ -	\$ -	\$ 217,781.00	100.00%	\$ -	\$ 21,778.10
13	27004 Erosion Control	\$ 16,988.00	\$ 16,988.00	\$ -	\$ 16,988.00	\$ 16,988.00	\$ -	\$ -	\$ -	\$ 16,988.00	100.00%	\$ -	\$ 1,698.80
14	25754 Concrete Repair	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	100.00%	\$ -	\$ 250.00
15	26004 Storm/Utilities	\$ 285,657.00	\$ 285,657.00	\$ -	\$ 285,657.00	\$ 285,657.00	\$ -	\$ -	\$ -	\$ 285,657.00	100.00%	\$ -	\$ 28,565.70
16	27864 Site Electrical Distribution	\$ 11,135.00	\$ 11,135.00	\$ (11,135.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
17	29004 Landscaping and Irrigation	\$ 30,000.00	\$ 30,000.00	\$ -	\$ 30,000.00	\$ 18,011.00	\$ 11,989.00	\$ -	\$ -	\$ 30,000.00	100.00%	\$ -	\$ 3,000.00
18	33004 Building Concrete	\$ 392,850.00	\$ 392,850.00	\$ (78,695.00)	\$ 314,155.00	\$ 282,967.00	\$ 31,188.00	\$ -	\$ -	\$ 314,155.00	100.00%	\$ -	\$ 31,415.50
19	General Contractor's Overhead/Profit	\$ 72,683.00	\$ 72,683.00	\$ -	\$ 72,683.00	\$ 56,043.00	\$ 16,640.00	\$ -	\$ -	\$ 72,683.00	100.00%	\$ -	\$ 7,268.30
20		\$ 1,341,987.00	\$ 1,341,987.00	\$ (232,318.00)	\$ 1,109,669.00	\$ 1,035,615.50	\$ 74,053.50	\$ -	\$ -	\$ 1,109,669.00	100.00%	\$ -	\$ 110,966.90



Northshore Concrete Products, LLC

P.O. Box 1630
Albany, LA 70711
(225) 209-3336 Ph
(225) 209-3339 Fax

Invoice

Date	Invoice No.
5/21/2013	NCP9317

Bill To
Whispering Pines Assisted Living Facility 16 Bellegrass Blvd. Hattiesburg, MS 39402

Ship To
Whispering Pines Access Road Hattiesburg, MS

Project
Whispering Pines Access Rd-Hattiesburg,MS

	Ship Via	
	Bennett	
P.O. No.	Terms	Due Date
	Net 30	6/20/2013

Qty	Type	Item	Description	Price Each	Total
1	CI3	Curb Inlet	SS2 Type Precast Single Curb Inlet with top, ring & cover.	1,350.00	1,350.00
2	CI1, CI2	Curb Inlet	SS2 Type Precast Double Curb Inlet with top, ring & Cover, and extension top only. Bottom of wing poured in field by others. Pay online at: https://ipn.intuit.com/gwxb5brh	1,525.00	3,050.00

Subtotal	\$4,400.00
Sales Tax (0.0%)	\$0.00
Total	\$4,400.00



Northshore Concrete Products, LLC

P.O. Box 1630
Albany, LA 70711
(225) 209-3338 Ph
(225) 209-3339 Fax

Invoice

Date	Invoice No.
5/24/2013	NCP9337

Bill To
Whispering Pines Assisted Living Facility 16 Bellegrass Blvd. Hattiesburg, MS 39402

Ship To
Whispering Pines Access Road Hattiesburg, MS

Project
Whispering Pines Access Rd-Hattiesburg, MS

	Ship Via	
	Bennett	
P.O. No.	Terms	Due Date
	Net 30	6/23/2013

Qty	Type	Item	Description	Price Each	Total
4 0	4,5,6,7	Curb Inlet Curb Inlet	SS2 Type Precast Single Curb Inlet with top, ring & cover. SS2 Type Precast Double Curb Inlet with top, ring & Cover, and extension top only. Bottom of wing poured in field by others. Pay online at: https://ipn.intuit.com/b4v825mw	1,350.00 1,525.00	5,400.00 0.00

Subtotal	\$5,400.00
Sales Tax (0.0%)	\$0.00
Total	\$5,400.00



Northshore Concrete Products, LLC

P.O. Box 1630
Albany, LA 70711
(225) 209-3338 Ph
(225) 209-3339 Fax

Invoice

Date	Invoice No.
5/31/2013	NCP9365

Bill To
Whispering Pines Assisted Living Facility 16 Bellegrass Blvd. Hattiesburg, MS 39402

Ship To
Whispering Pines Access Road Hattiesburg, MS

Project
Whispering Pines Access Rd-Hattiesburg,MS

	Ship Via	
	Capital Truck	
P.O. No.	Terms	Due Date
	Net 30	6/30/2013

Qty	Type	Item	Description	Price Each	Total
3 0	8,9,10	Curb Inlet Curb Inlet	SS2 Type Precast Single Curb Inlet with top, ring & cover. SS2 Type Precast Double Curb Inlet with top, ring & Cover, and extension top only. Bottom of wing poured in field by others. Pay online at: https://ipn.intuit.com/m7tmsnj	1,350.00 1,525.00	4,050.00 0.00

Subtotal	\$4,050.00
Sales Tax (0.0%)	\$0.00
Total	\$4,050.00



Northshore Concrete Products, LLC

P.O. Box 1630
Albany, LA 70711
(225) 209-3338 Ph
(225) 209-3339 Fax

Invoice

Date	Invoice No.
6/6/2013	NCP9394

Bill To
Whispering Pines Assisted Living Facility 16 Bellegrass Blvd. Hattiesburg, MS 39402

Ship To
Whispering Pines Bldg Site Hattiesburg, MS

Project
Whispering Pines Bldg Site-Hattiesburg, MS

Ship Via		
P.O. No.	Terms	Due Date
	Net 30	7/8/2013

Qty	Type	Item	Description	Price Each	Total
1		Grease Trap	1000 Gallon Precast Grease Trap with flat top, (2) baffles, (2) ring & covers.	2,770.00	2,770.00
6		Curb Inlet	SS2 Type Precast Single Curb Inlet with top, ring & cover.	1,225.00	7,350.00
2		Curb Inlet	SS2 Type Precast Double Curb Inlet with wing extension, top, ring & cover.	1,375.00	2,750.00
3		Junction Box	Precast Junction Box with flat top, ring & cover cast in.	1,115.00	3,345.00
1		Inlet	Precast Inlet with flat top, SS3 frame & grate.	1,595.00	1,595.00
7		Inlet	Precast Grate Inlet with 2'x2' frame & grate cast in.	765.00	5,355.00
5		Inlet	Precast Grate Inlet with 3'x3' frame & grate cast in.	1,230.00	6,150.00
6		Manholes	48" Diameter Precast Sewer Manhole with extended base, steps, boots, coal tar epoxy coating inside, 25" diameter ring & cover.	1,555.00	9,330.00
			Pay online at: https://lph.intuit.com/9d352mpx		

Subtotal	\$38,705.00
Sales Tax (0.0%)	\$0.00
Total	\$38,705.00

Whispering Pines ALF LLC

0001

PAY TO THE
ORDER OF

North Shore Concrete

Fifty two thousand five hundred fifty five and 00/100

DATE 7/18/13

65-27/653

\$ 52,555.00

DOLLARS

Trustmark

NCP9317/NCP9337/NCP9365

FOR NCP9394

⑆065300279⑆ ⑈4800252528⑈

Northshore Concrete
Total Paid = 52,555.00



Foley Products Company
P.O. Box 2447
Columbus, GA 31902
Phone: (706) 563-7882
Fax: (706) 569-4452

INVOICE 111747
Invoice Date: 5/16/2013

Sold to: WHISPERING PINES
C/O MILLER ENTERPRISES
136 WILSON ROAD
HATTIESBURG MS 39402

Job Number: 13-2227
Ship to: Whispering Pines
Forrest Co, Ms

SHIP DATE	TRUCK DRIVER	PURCHASE ORDER #	TERMS	PAGE
5/16/2013	C-Ron Ives		NET 30 DAYS	1
LOAD	TRAILER	SALES REP	EXEMPT #	TICKET NO.
AM 32084		JB	Yes-MPC Pending	111747

Qty	Unit	Item	Description	Weight	Unit Price	TX	Extension
Structure: 36"							
72	LF	363BLH	36" Class 3 Concrete Pipe B-Wall w/Lift Holes (8' Section)	37,260	\$34.75	☐	\$2,502.00
9	Each	36G	36" Pipe Gasket	0	\$0.00	☐	\$0.00
Structure Total							\$2,502.00
Structure: Freight							
1	Each	FUEL	Fuel Service Charge	0	\$35.00	☐	\$35.00
Structure Total							\$35.00

PlantID: 250 Tax Code: MS,Forrest Total Weight 37,260

A finance charge of 1-1/2% (18% per annum) will be charged on all past due accounts. 15% attorney's fees will be added if necessary for collection.

Taxable	\$0.00
Non-Taxable	\$2,537.00
Sub Total	\$2,537.00
Tax	\$0.00
Invoice Total	\$2,537.00
Less Deposit:	\$0.00
Invoice Balance	\$2,537.00



Foley Products Company
P.O. Box 2447
Columbus, GA 31902
Phone: (706) 563-7882
Fax: (706) 569-4452

INVOICE 111750
Invoice Date: 5/16/2013

Sold to: WHISPERING PINES
C/O MILLER ENTERPRISES
136 WILSON ROAD
HATTIESBURG MS 39402

Job Number: 13-2227
Ship to: Whispering Pines
Forrest Co, Ms

SHIP DATE	TRUCK DRIVER	PURCHASE ORDER #	TERMS	PAGE
5/16/2013	C-Wayne Griffen		NET 30 DAYS	1
LOAD	TRAILER	SALES REP	EXEMPT #	TICKET NO.
AM 32083		JB	Yes-MPC Pending	111750

Qty	Unit	Item	Description	Weight	Unit Price	TX	Extension
Structure: 18"							
40	LF	183BLH	18" Class 3 Concrete Pipe B-Wall w/Lift Holes (8' Section)	7,400	\$12.75	☐	\$510.00
18	Each	18G	18" Pipe Gasket	0	\$0.00	☐	\$0.00
1	Each	18FES.MSB	18" FES MDOT Bell	2,080	\$300.00	☐	\$300.00
Structure Total							\$810.00
Structure: 30"							
32	LF	303BLH	30" Class 3 Concrete Pipe B-Wall w/Lift Holes (8' Section)	12,800	\$25.75	☐	\$824.00
4	Each	30G	30" Pipe Gasket	0	\$0.00	☐	\$0.00
1	Each	30FES.MSB	30" FES MDOT Bell	3,300	\$400.00	☐	\$400.00
1	Each	30FES.MSS	30" FES MDOT Spigot	3,300	\$400.00	☐	\$400.00
Structure Total							\$1,624.00
Structure: 36"							
1	Each	LUBE	Lube	0	\$12.32	☐	\$12.32
2	Each	36FES.MSB	36" FES MDOT Bell	8,960	\$735.00	☐	\$1,470.00
Structure Total							\$1,482.32
Structure: Freight							
1	Each	FUEL	Fuel Service Charge	0	\$35.00	☐	\$35.00
Structure Total							\$35.00

PlantID: 250 Tax Code: MS,Forrest Total Weight 37,640

A finance charge of 1-1/2% (18% per annum) will be charged on all past due accounts. 15% attorney's fees will be added if necessary for collection.

Taxable	\$0.00
Non-Taxable	\$3,951.32
Sub Total	\$3,951.32
Tax	\$0.00
Invoice Total	\$3,951.32
Less Deposit	\$0.00
Invoice Balance	\$3,951.32



Foley Products Company
P.O. Box 2447
Columbus, GA 31902
Phone: (706) 563-7882
Fax: (706) 569-4452

INVOICE 113103
Invoice Date: 6/7/2013

Sold to: WHISPERING PINES
C/O MILLER ENTERPRISES
136 WILSON ROAD
HATTIESBURG MS 39402

Job Number: 13-2227
Ship to: Whispering Pines
Forrest Co, Ms

SHIP DATE 6/7/2013	TRUCK DRIVER C-David Johnson	PURCHASE ORDER #	TERMS NET 30 DAYS	PAGE 1
LOAD AM 33482	TRAILER	SALES REP JB	EXEMPT # Yes-MPC Pending	TICKET NO. 113103

Qty	Unit	Item	Description	Weight	Unit Price	TX	Extension
Structure: 6/6 rep							
40	LF	183BLH	18" Class 3 Concrete Pipe B-Wall w/Lift Holes (8'Section)	7,400	\$12.75	☐	\$510.00
6	Each	18G	18" Pipe Gasket	0	\$0.00	☐	\$0.00
112	LF	243BLH	24" Class 3 Concrete Pipe B-Wall w/Lift Holes (8'Section)	30,800	\$19.25	☐	\$2,156.00
14	Each	24G	24" Pipe Gasket	0	\$0.00	☐	\$0.00
16	LF	303BLH	30" Class 3 Concrete Pipe B-Wall w/Lift Holes (8'Section)	6,300	\$25.75	☐	\$412.00
2	Each	30G	30" Pipe Gasket	0	\$0.00	☐	\$0.00
2	Each	LUBE	Lube	0	\$15.00	☐	\$30.00
Structure Total							\$3,108.00

Structure: Freight							
1	Each	FUEL	Fuel Service Charge	0	\$35.00	☐	\$35.00
Structure Total							\$35.00

PlantID: 250 Tax Code: MS.Forrest Total Weight: 44,500

A finance charge of 1-1/2% (18% per annum) will be charged on all past due accounts. 15% attorney's fees will be added if necessary for collection.

Taxable	\$0.00
Non-Taxable	\$3,143.00
Sub Total	\$3,143.00
Tax	\$0.00
Invoice Total	\$3,143.00
Less Deposit	\$0.00
Invoice Balance	\$3,143.00



Foley Products Company
P.O. Box 2447
Columbus, GA 31902
Phone: (706) 563-7882
Fax: (706) 569-4452

INVOICE 111139
Invoice Date: 5/7/2013

Sold to: WHISPERING PINES
C/O MILLER ENTERPRISES
136 WILSON ROAD
HATTIESBURG MS 39402

Job Number: 13-2227
Ship to: Whispering Pines
Forrest Co, Ms

SHIP DATE	TRUCK DRIVER	PURCHASE ORDER #	TERMS	PAGE
5/7/2013	C-Wayne Griffen		NET 30 DAYS	1
LOAD	TRAILER	SALES REP	EXEMPT #	TICKET NO.
AM 31480		JB	Yes-MPC Pending	111139

Qty	Unit	Item	Description	Weight	Unit Price	TX	Extension
Structure: 18"							
1	Each	LUBE	Lube	0	\$12.32	☐	\$12.32
1	Each	18FES.MSS	18" FES MDOT Spigot	2,080	\$300.00	☐	\$300.00
104	LF	183BLH	18" Class 3 Concrete Pipe B-Wall w/Lift Holes (8' Section)	19,240	\$12.75	☐	\$1,326.00
1	Each	18FES.MSB	18" FES MDOT Bell	2,080	\$300.00	☐	\$300.00
Structure Total							\$1,938.32

Structure: 30"							
40	LF	303BLH	30" Class 3 Concrete Pipe B-Wall w/Lift Holes (8' Section)	15,750	\$25.75	☐	\$1,030.00
5	Each	30G	30" Pipe Gasket	0	\$0.00	☐	\$0.00
1	Each	LUBE	Lube	0	\$12.32	☐	\$12.32
Structure Total							\$1,042.32

Structure: Freight							
1	Each	FUEL	Fuel Service Charge	0	\$35.00	☐	\$35.00
Structure Total							\$35.00

PlantID: 250 Tax Code: MS.Forrest Total Weight 39,150

A finance charge of 1-1/2% (18% per annum) will be charged on all past due accounts. 15% attorney's fees will be added if necessary for collection.

Taxable	\$0.00
Non-Taxable	\$3,015.64
Sub Total	\$3,015.64
Tax	\$0.00
Invoice Total	\$3,015.64
Less Deposit	\$0.00
Invoice Balance	\$3,015.64



Foley Products Company
P.O. Box 2447
Columbus, GA 31902
Phone: (706) 563-7882
Fax: (706) 569-4452

INVOICE 111107

Invoice Date: 5/7/2013

Sold to: WHISPERING PINES
C/O MILLER ENTERPRISES
136 WILSON ROAD
HATTIESBURG MS 39402

Job Number: 13-2227
Ship to: Whispering Pines
Forrest Co, Ms

SHIP DATE	TRUCK DRIVER	PURCHASE ORDER #	TERMS	PAGE
6/7/2013	C-Hired Hauler - Ezey		NET 30 DAYS	1
LOAD	TRAILER	SALES REP	EXEMPT #	TICKET NO.
AM 31482		JB	Yes-MPC Pending	111107

Qty	Unit	Item	Description	Weight	Unit Price	TX	Extension
Structure: 30"							
1	Each	LUBE	Lube	0	\$12.32	☐	\$12.32
1	Each	30FES.MSB	30" FES MDOT Bell	3,300	\$400.00	☐	\$400.00
80	LF	303BLH	30" Class 3 Concrete Pipe B-Wall w/Lift Holes (8'Section)	31,600	\$25.75	☐	\$2,080.00
10	Each	30G	30" Pipe Gasket	0	\$0.00	☐	\$0.00
8	LF	303BLH	30" Class 3 Concrete Pipe B-Wall w/Lift Holes (8'Section)	3,150	\$25.75	☐	\$206.00
1	Each	30G	30" Pipe Gasket	0	\$0.00	☐	\$0.00
1	Each	30FES.MSS	30" FES MDOT Spigot	3,300	\$400.00	☐	\$400.00
Structure Total							\$3,078.32

Structure: Freight

1	Each	FUEL	Fuel Service Charge	0	\$35.00	☐	\$35.00
Structure Total							\$35.00

PlantID: 250

Tax Code: MS.Forrest

Total Weight

41,250

A finance charge of 1-1/2% (18% per annum) will be charged on all past due accounts. 15% attorney's fees will be added if necessary for collection.

Taxable	\$0.00
Non-Taxable	\$3,113.32
Sub Total	\$3,113.32
Tax	\$0.00
Invoice Total	\$3,113.32
Less Deposit	\$0.00
Invoice Balance	\$3,113.32



2002

DATE 7/18/13

85-271653

\$15,760.²⁴/₁₀₀

Fifteen thousand seven hundred Sixty dollars and ⁰⁰/₁₀₀ DOLLARS @

Trustmark

111139/111747

FOR 111750/113103

48252520087 16220055301

\$3143⁰⁰ pd on PD # 290-007
\$12617⁰⁰ pd on PD # 290-003

INVOICE

From: Con-Track, LLC P.O.Box 15776 Hattiesburg, MS 39404 601-582-9181(office) 601-584-7677 (fax)	INVOICE# 1002 INVOICE DATE: 7-10-13
Billed To: Whispering Pines Assisted Living Facility LLC. 16 Bellegrass Blvd.Hattiesburg, MS 39402	ATTN: Russell Miller

Date Worked Completed:
Purchase Order No.:
Job Location: Hattiesburg, MS

For the purchase of 3,962 yards of select fill for \$1.00/yd.

\$3,962.00

Sales and Use Tax Direct pay Permit

Permit #6082

Account #118-03045-1

Whispering Pines ALF LLC

0003

DATE 7/18/13

06-27/053

PAY TO THE
ORDER OF

Con-Track

Three thousand nine hundred fifty three and 00/100

\$ 3,953.00
DOLLARS



FOR #1002

⑆065300279⑆ ⑈4800252528⑈

Con-Track
Total Paid = 3962-

Miller Enterprises, LLC

136 Wilson Road
Hattiesburg, MS 39402
Phone 601-264-1060

Invoice

Date	Invoice #
5/31/2013	1134

Bill To
Whispering Pines Assisted living Facility 16 Bellegrass Blvd. Hattiesburg, MS 39402

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
0.7	Clearing and grubbing MDOT ROW project 70% completed	7,350.00 0.00%	5,145.00T 0.00
Total			\$5,145.00

Total 26,135.50
paid chkd 0006
Draw P1-1 materials

Remit To:

WARREN PAVING, INC.
P.O. BOX 572
HATTIESBURG, MS 39403
601-544-7811

Bill To: 1483 WHISPERING PINES ALF LLC 16 BELLEGRASS BLVD HATTIESBURG, MS 39402	Job: 13335 ASSISTED LIVING PO 290-001	
Invoice: 13622MB	Plant: HATTIESBURG PLANT	Page 1 of 2

Project No 13335	Invoice Date 06/30/13	Purchase Order	Payment Terms Net 30 Days
---------------------	--------------------------	----------------	------------------------------

Date	Ticket	Product	Quantity	U/M	Unit Price	Tax	Total
06/05	00038376	Crushed Conc	21.7200	TONS	28.0000	0.00	608.16
06/05	00038377	Crushed Conc	22.2700	TONS	28.0000	0.00	623.56
06/05	00038379	Crushed Conc	20.0200	TONS	28.0000	0.00	560.56
06/05	00038383	Crushed Conc	21.9700	TONS	28.0000	0.00	615.16
06/05	00038384	Crushed Conc	21.5200	TONS	28.0000	0.00	602.56
06/05	00038385	Crushed Conc	20.2800	TONS	28.0000	0.00	567.84
06/05	00038387	Crushed Conc	21.6300	TONS	28.0000	0.00	605.64
06/05	00038388	Crushed Conc	22.3000	TONS	28.0000	0.00	624.40
06/05	00038389	Crushed Conc	20.7000	TONS	28.0000	0.00	579.60
06/05	00038393	Crushed Conc	21.6600	TONS	28.0000	0.00	606.48
06/05	00038396	Crushed Conc	21.5600	TONS	28.0000	0.00	603.68
06/05	00038398	Crushed Conc	20.5500	TONS	28.0000	0.00	575.40
06/05	00038404	Crushed Conc	21.5200	TONS	28.0000	0.00	602.56
06/05	00038406	Crushed Conc	20.3600	TONS	28.0000	0.00	570.08
06/05	00038408	Crushed Conc	20.0900	TONS	28.0000	0.00	562.52
06/05	00038409	Crushed Conc	20.6200	TONS	28.0000	0.00	577.36
06/05	00038413	Crushed Conc	19.9100	TONS	28.0000	0.00	557.48
06/05	00038414	Crushed Conc	19.0200	TONS	28.0000	0.00	532.56
06/05	00038418	Crushed Conc	21.3500	TONS	28.0000	0.00	597.80
06/05	00038419	Crushed Conc	20.4300	TONS	28.0000	0.00	572.04
06/05	00038421	Crushed Conc	20.9400	TONS	28.0000	0.00	586.32
06/05	00038423	Crushed Conc	20.6900	TONS	28.0000	0.00	579.32
06/05	00038426	Crushed Conc	21.0400	TONS	28.0000	0.00	589.12
06/05	00038427	Crushed Conc	22.0000	TONS	28.0000	0.00	616.00
06/05	00038431	Crushed Conc	21.2300	TONS	28.0000	0.00	594.44
06/05	00038432	Crushed Conc	22.4400	TONS	28.0000	0.00	628.32

- Continued on the Next Page -

Remit To:

WARREN PAVING, INC.
P.O. BOX 572
HATTIESBURG, MS 39403
601-544-7811

Bill To: 1483 WHISPERING PINES ALF LLC 16 BELLEGRASS BLVD HATTIESBURG, MS 39402	Job: 13335 ASSISTED LIVING PO 290-001	
Invoice: 13622MB	Plant: HATTIESBURG PLANT	Page 2 of 2

Project No 13335	Invoice Date 06/30/13	Purchase Order	Payment Terms Net 30 Days
---------------------	--------------------------	----------------	------------------------------

Date	Ticket	Product	Quantity	U/M	Unit Price	Tax	Total
06/05	00038436	Crushed Conc	21.8200	TONS	28.0000	0.00	610.96
06/05	00038437	Crushed Conc	21.8300	TONS	28.0000	0.00	611.24
06/11	00038819	Crushed Conc	13.4800	TONS	28.0000	0.00	377.44
06/11	00038820	Crushed Conc	14.0100	TONS	28.0000	0.00	392.28
06/11	00038821	Crushed Conc	14.4300	TONS	28.0000	0.00	404.04
06/11	00038822	Crushed Conc	22.6200	TONS	28.0000	0.00	633.36
06/11	00038825	Crushed Conc	23.6000	TONS	28.0000	0.00	660.80
06/11	00038828	Crushed Conc	14.9000	TONS	28.0000	0.00	417.20
06/11	00038830	Crushed Conc	15.0200	TONS	28.0000	0.00	420.56
06/11	00038831	Crushed Conc	16.2000	TONS	28.0000	0.00	453.60
06/11	00038833	Crushed Conc	22.8600	TONS	28.0000	0.00	640.08
06/11	00038834	Crushed Conc	23.7400	TONS	28.0000	0.00	664.72
06/11	00038835	Crushed Conc	15.6400	TONS	28.0000	0.00	437.92
06/11	00038836	Crushed Conc	16.1200	TONS	28.0000	0.00	451.36
06/11	00038838	Crushed Conc	15.1300	TONS	28.0000	0.00	423.64
06/11	00038840	Crushed Conc	22.7400	TONS	28.0000	0.00	636.72

Product Summary

Product	Description	Quantity	UOM
9980	Crushed Conc	841.9600	TONS
D	TRUCKING FRT	841.9600	TONS

Material	Transp.	Misc.	Tax	Invoice Amt	Receipt Amt	Balance Due
\$21,049.00	\$0.00	\$2,525.88	\$0.00	\$23,574.88	\$0.00	\$23,574.88

Remit To:

WARREN PAVING, INC.
P.O. BOX 572
HATTIESBURG, MS 39403
601-544-7811

Bill To: 1483 WHISPERING PINES ALF LLC 16 BELLEGRASS BLVD HATTIESBURG, MS 39402	Job: 13334 ASSISTED LIVING PO 290-001	
Invoice: 13621MB	Plant: HATTIESBURG PLANT	Page 1 of 1

Project No 13334	Invoice Date 06/30/13	Purchase Order	Payment Terms Net 30 Days
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Date	Ticket	Product	Quantity	U/M	Unit Price	Tax	Total
06/14	00371562	200 LB Rip Rap	15.4000	TONS	42.0000	0.00	646.80
06/14	00371565	200 LB Rip Rap	17.3500	TONS	42.0000	0.00	728.70

Product Summary

Product	Description	Quantity	UOM
200	200 LB Rip Rap	32.7500	TONS

Material	Transp.	Misc.	Tax	Invoice Amt	Receipt Amt	Balance Due
\$1,375.50	\$0.00	\$0.00	\$0.00	\$1,375.50	\$0.00	\$1,375.50

Remit To:

WARREN PAVING, INC.
P.O. BOX 572
HATTIESBURG, MS 39403
601-544-7811

Bill To: 1483 WHISPERING PINES ALF LLC 16 BELLEGRASS BLVD HATTIESBURG, MS 39402	Job: 1333 ASSISTED LIVING PO 290-001	
Invoice: 13620MB	Plant: HATTIESBURG PLANT	Page 1 of 1

Project No 1333	Invoice Date 06/30/13	Purchase Order	Payment Terms Net 30 Days
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Date	Ticket	Product	Quantity	U/M	Unit Price	Tax	Total
06/24	00372054	Crushed Conc	22.4600	TONS	28.0000	0.00	628.88
06/24	00372055	Crushed Conc	20.5800	TONS	28.0000	0.00	576.24

Product Summary

Product	Description	Quantity	UOM
9980	Crushed Conc	43.0400	TONS
D	TRUCKING FRT	43.0400	TONS

Material	Transp.	Misc.	Tax	Invoice Amt	Receipt Amt	Balance Due
\$1,076.00	\$0.00	\$129.12	\$0.00	\$1,205.12	\$0.00	\$1,205.12

Whispering Pines ALF
16 Bellegrass Blvd
Hattiesburg MS 39402

0006

PAY TO THE
ORDER OF

Warren Paving

DATE 08/20/2013

86-27/653

Twenty six Thousand one hundred fifty five ⁵⁰/₁₀₀ \$ 26,155 ⁵⁰/₁₀₀

DOLLARS 00

Trustmark

IN# 13622MB = 23574.88

FOR# 21MB = 1375.50 # 13620MB = 1205.12

⑆065300279⑆ ⑆1800252528⑆

Warren Paving
Total = 45,249.36

Miller Enterprises, LLC

136 Wilson Road
Hattiesburg, MS 39402
Phone 601-264-1060

Invoice

Date	Invoice #
8/30/2013	1188

Bill To
Whispering Pines Assisted living Facility 16 Bellegrass Blvd. Hattiesburg, MS 39402

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
		7,350.00	2,205.00

TRUE WATERMARK PAPER... HOLD TO LIGHT TO VIEW... HEAT SENSITIVE RED IMAGE DISAPPEARS WITH HEAT... MP

WHISPERING PINES RETIREMENT
16 BELLEGRASS BLVD
HATTIESBURG, MS 39402-1904

1003

DATE 9/5/13 85-27-653

PAY TO THE ORDER OF Miller Enterprises \$ 2205⁰⁰/₁₀₀

Two Thousand two hundred five ⁰⁰/₁₀₀ DOLLARS

FOR #1188 

Security Features

0001003006530027904800252460

TM

Total

\$2,205.00

Remit To:

WARREN PAVING, INC.
P.O. BOX 572
HATTIESBURG, MS 39403
601-544-7811

Bill To: 1483 WHISPERING PINES ALF LLC 16 BELLEGRASS BLVD HATTIESBURG, MS 39402	Job: 14831 WHISPERING PINES , MS
Invoice: 13645MB Plant: HATTIESBURG PLANT Page 1 of 1	

Project No 14831	Invoice Date 07/20/13	Purchase Order 290-001	Payment Terms Net 30 Days
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Date	Ticket	Product	Quantity	U/M	Unit Price	Tax	Total
07/19	00041273	Crushed Conc	15.0600	TONS	28.0000	0.00	421.68

Product Summary

Product	Description	Quantity	UOM
9980	Crushed Conc	15.0600	TONS
D	TRUCKING FRT	15.0600	TONS

off date

Material	Transp.	Misc.	Tax	Invoice Amt	Receipt Amt	Balance Due
\$376.50	\$0.00	\$45.18	\$0.00	\$421.68	\$0.00	\$421.68

Remit To:

WARREN PAVING, INC.
P.O. BOX 572
HATTIESBURG, MS 39403
601-544-7811

Bill To: 1483
WHISPERING PINES ALF LLC
16 BELLEGRASS BLVD
HATTIESBURG, MS 39402

Job: 14831
WHISPERING PINES
, MS

Invoice: 13720MB

Plant: HATTIESBURG PLANT

Page 1 of 1

Project No
14831

Invoice Date
07/27/13

Purchase Order
290-001

Payment Terms
Net 30 Days

Date	Ticket	Product	Quantity	U/M	Unit Price	Tax	Total
07/25	00041494	Crushed Conc	13.9200	TONS	25.0000	0.00	348.00

Product Summary

Product	Description	Quantity	UOM
9980	Crushed Conc	13.9200	TONS

080 site

Material	Transp.	Misc.	Tax	Invoice Amt	Receipt Amt	Balance Du
\$348.00	\$0.00	\$0.00	\$0.00	\$348.00	\$0.00	\$348.00

1001

WHISPERING PINES RETIREMENT

16 BELLEGRASS BLVD
HATTIESBURG, MS 39402-1904

85-27-653

DATE 9/5/2013

PAY TO THE ORDER OF Warren Paving
Seven hundred sixty-nine 68/100 \$ 769.68/100 DOLLARS

Trustmark
National Bank

FOR #13646MB-421.68
#13720MB-348

⑈001001⑈ ⑆065300279⑆ ⑈4800252460⑈

Security Features

Details on back



TRUE WATERMARK PAPER. HOLD TO LIGHT TO VIEW. HEAT SENSITIVE REG IMAGE DISAPPEARS WITH HEAT. MP

13684.72
paid check # 1001

Remit To:

WARREN PAVING, INC.
P.O. BOX 572
HATTIESBURG, MS 39403
601-544-7811

Bill To: 1483 WHISPERING PINES ALF LLC 16 BELLEGRASS BLVD HATTIESBURG, MS 39402	Job: 14831 WHISPERING PINES , MS	
Invoice: 14086MB	Plant: HATTIESBURG PLANT	Page 1 of 1

Project No 14831	Invoice Date 08/31/13	Purchase Order 290-001	Payment Terms Net 30 Days
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Date	Ticket	Product	Quantity	U/M	Unit Price	Tax	Total
08/29	00043617	Crushed Conc	15.6200	TONS	28.0000	0.00	437.36
08/29	00043618	Crushed Conc	16.2200	TONS	28.0000	0.00	454.16
08/29	00043622	Crushed Conc	15.6800	TONS	28.0000	0.00	439.04
08/29	00043623	Crushed Conc	15.7400	TONS	28.0000	0.00	440.72
08/29	00043624	Crushed Conc	15.3000	TONS	28.0000	0.00	428.40
08/29	00043625	Crushed Conc	15.5100	TONS	28.0000	0.00	434.28
08/29	00043629	Crushed Conc	15.3900	TONS	28.0000	0.00	430.92
08/29	00043630	Crushed Conc	14.9200	TONS	28.0000	0.00	417.76
08/29	00043631	Crushed Conc	15.3000	TONS	28.0000	0.00	428.40
08/29	00043632	Crushed Conc	15.2500	TONS	28.0000	0.00	427.00
08/29	00043634	Crushed Conc	14.8200	TONS	28.0000	0.00	414.96
08/29	00043635	Crushed Conc	14.8900	TONS	28.0000	0.00	416.92
08/29	00043637	Crushed Conc	15.8800	TONS	28.0000	0.00	444.64
08/29	00043640	Crushed Conc	15.6700	TONS	28.0000	0.00	438.76

road-offsite

Product Summary

Product	Description	Quantity	UOM
9980	Crushed Conc	216.1900	TONS
D	TRUCKING FRT	216.1900	TONS

Material	Transp.	Misc.	Tax	Invoice Amt	Receipt Amt	Balance Due
\$5,404.75	\$0.00	\$648.57	\$0.00	\$6,053.32	\$0.00	\$6,053.32

email Gayle/Bobbie/Daniel 9/11/13

Remit To:

WARREN PAVING, INC.
P.O. BOX 572
HATTIESBURG, MS 39403
601-544-7811

Bill To: 1483 WHISPERING PINES ALF LLC 16 BELLEGRASS BLVD HATTIESBURG, MS 39402	Job: 14831 WHISPERING PINES , MS	
Invoice: 14184MB	Plant: GULFPORT STONE YARD	Page 1 of 1

Project No 14831	Invoice Date 09/07/13	Purchase Order 290-001	Payment Terms Net 30 Days
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Date	Ticket	Product	Quantity	U/M	Unit Price	Tax	Total
09/03	00367813	Crushed Conc	22.3500	TONS	28.0000	0.00	625.80
09/03	00367817	Crushed Conc	23.2100	TONS	28.0000	0.00	649.88
09/03	00367818	Crushed Conc	22.5000	TONS	28.0000	0.00	630.00
09/03	00367819	Crushed Conc	21.5300	TONS	28.0000	0.00	602.84
09/03	00367821	Crushed Conc	22.8100	TONS	28.0000	0.00	638.68
09/03	00367838	Crushed Conc	22.4600	TONS	28.0000	0.00	628.88
09/03	00367842	Crushed Conc	22.5900	TONS	28.0000	0.00	632.52
09/03	00367843	Crushed Conc	23.0200	TONS	28.0000	0.00	644.56
09/03	00367845	Crushed Conc	22.3200	TONS	28.0000	0.00	624.96
09/03	00367846	Crushed Conc	23.2400	TONS	28.0000	0.00	650.72
09/03	00367849	Crushed Conc	23.4300	TONS	28.0000	0.00	656.04
09/03	00367850	Crushed Conc	23.0900	TONS	28.0000	0.00	646.52

Product Summary

Product	Description	Quantity	UOM
9980	Crushed Conc	272.5500	TONS
D	TRUCKING FRT	272.5500	TONS

Material	Transp.	Misc.	Tax	Invoice Amt	Receipt Amt	Balance Due
\$5,178.45	\$0.00	\$2,452.95	\$0.00	\$7,631.40	\$0.00	\$7,631.40

WHISPERING PINES ALF 07/13

16 BELLEGRASS BLVD
HATTIESBURG, MS 39402-1904

1001

PAY
TO THE
ORDER OF

Warren Paving

DATE 10/17/2013

85-27-653

Thirteen thousand six hundred eighty-four

12/100

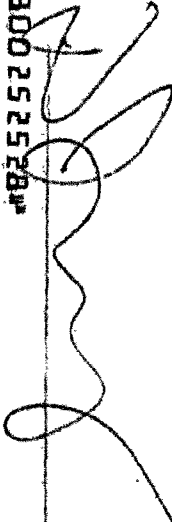
\$ 13,684.10

DOLLARS

Trustmark

#14086 HB-6055.52
#0914184 HB-71631.10

#001001# #065300279# #1,800 252528#





AMITE READY-MIX * BROOKHAVEN READY-MIX * GULF STATES READY-MIX
PIKE COUNTY READY-MIX * SIMPSON COUNTY READY-MIX * WALTHALL READY-MIX
OSBORN READY-MIX * YAZOO READY-MIX * SOUTH CENTRAL READY MIX
STATE READY-MIX * JACKSON READY-MIX

INVOICE

CUSTOMER NO	DATE	INVOICE NO	PAGE
011520	10/12/2013	400523	1

WHISPERING PINES ALF, LLC
% BURRIS CONTRACTING LLC
P. O. BOX 766

A FINANCE CHARGE WILL BE IMPOSED ON PAST DUE ACCOUNTS. THE
FINANCE CHARGE IS COMPUTED BY A 'PERIODIC RATE' OF 1 1/2% PER
MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18%

DATE	JOB NUMBER - JOB LOCATION - ADDRESS			UNIT PRICE	TAX	TOTAL
	QUANTITY	UNIT	DESCRIPTION			
001000 WHISPERING PINES ASSISTED LIVING FACILIT						
PO NUMBER: 290-014						
10/12/13	490.00	CY 5 SK 3000 20% ASH INT 3/		68.000	0.00	33320.00
TICKET DATE TOTALS:					0.00	33320.00
TICKETS:	084-7510	084-7511	084-7512	084-7513		
084-7514	084-7515	084-7516	084-7517	084-7518		
084-7519	084-7520	084-7521	084-7522	084-7523		
084-7524	084-7525	084-7526	084-7527	084-7528		
084-7529	084-7530	084-7531	084-7532	084-7533		
084-7534	084-7535	084-7536	084-7537	084-7538		
084-7540	084-7541	084-7542	084-7543	084-7546		
084-7547	084-7548	084-7549	084-7550	084-7551		
084-7552	084-7553	084-7554	084-7555	084-7556		
084-7557	084-7558	084-7559	084-7560	084-7562		
084-7563	084-7564	084-7565	084-7566	084-7567		
084-7568	084-7570	084-7572	084-7573	084-7575		
JOB TOTALS				33320.00	0.00	33320.00
IF PAYMENT IS MADE BY 11/10/2013, DISCOUNT FOR INVOICE IS 666.40.						
Paid 32,653.60						
AMOUNT DUE						33320.00

Remit To:

WARREN PAVING, INC.
P.O. BOX 572
HATTIESBURG, MS 39403
601-544-7811

Bill To: 1483 WHISPERING PINES ALF LLC 16 BELLEGRASS BLVD HATTIESBURG, MS 39402	Job: 14831 WHISPERING PINES , MS	
Invoice: 14326MB	Plant: HATTIESBURG PLANT	Page 1 of 1

Project No 14831	Invoice Date 09/21/13	Purchase Order 290-001	Payment Terms Net 30 Days
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Date	Ticket	Product	Quantity	U/M	Unit Price	Tax	Total
09/19	00375911	100 LB Rip Rap	12.2600	TONS	42.0000	0.00	514.92

Product Summary

Product	Description	Quantity	UOM
101	100 LB Rip Rap	12.2600	TONS

WHISPERING PINES ALF 07/13
16 BELLEGRASS BLVD
HATTIESBURG, MS 39402-1904

1003

PAY TO THE ORDER OF Warren Paving
Five hundred fourteen 92/100

DATE 10/31/13 85-27-653

\$ 514⁹²/100

DOLLARS

FOR INV# 14326MB

Trustmark
National Bank

"001003" 10653002791 "4800252528"

Material	Transp.	Misc.	Tax	Invoice Amt	Receipt Amt	Balance Due
\$514.92	\$0.00	\$0.00	\$0.00	\$514.92	\$0.00	\$514.92



Delta Industries, Inc.

Pine Belt



P.O. BOX 1202
PHONE 601-354-3601
JACKSON, MISSISSIPPI 39215-1202

LAUREL • COLLINS • BAY SPRINGS • TAYLORSVILLE

INVOICE

CUSTOMER NO.	DATE	INVOICE NO.	PAGE
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011520

10/25/2013 402059

1

WHISPERING PINES ALF, LLC
% BURRIS CONTRACTING LLC
P. O. BOX 766
MADISON, MS 39130

A FINANCE CHARGE WILL BE IMPOSED ON PAST DUE ACCOUNTS. THE FINANCE CHARGE IS COMPUTED BY A "PERIODIC RATE" OF 1% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18%.

DATE	JOB NUMBER - JOB LOCATION - ADDRESS			UNIT PRICE	TAX	TOTAL
	QUANTITY	UNIT	DESCRIPTION			
001000 WHISPERING PINES ASSISTED LIVING FACILIT						
PO NUMBER: 290-014						
10/25/13	229.00	CY	4500 20% ASH EXT 3/4 GVL	73.000	0.00	16717.00
TICKET DATE TOTALS:					0.00	16717.00
TICKETS:	084-7696	084-7697	084-7698	084-7699		
084-7700	084-7701	084-7702	084-7703	084-7704		
084-7705	084-7706	084-7707	084-7708	084-7709		
084-7710	084-7711	084-7712	084-7713	084-7714		
084-7715	084-7716	084-7717	084-7718	084-7719		
084-7722	084-7727	084-7729	084-7733	084-7735		
JOB TOTALS				16717.00	0.00	16717.00

IF PAYMENT IS MADE BY 11/10/2013, DISCOUNT FOR INVOICE IS 334.34.

VENDOR # _____ JOB NAME _____
PM _____ DPT MGR. _____
APPR \$ _____ CS _____

NOV 18 2013

JOB _____ CO _____ DISTRIB _____

AMOUNT DUE 16717.00



Delta Industries, Inc.

Pine Bolt



P.O. BOX 1992
PHONE 601-354-3601
JACKSON, MISSISSIPPI 39216-1992

LAUREL • COLLINS • BAY SPRINGS • TAYLORESVILLE

INVOICE

CUSTOMER NO.	DATE	INVOICE NO.	PAGE
011520	10/31/2013	402755	1

WHISPERING PINES ALF, LLC
& BURRIS CONTRACTING LLC
P. O. BOX 766
MADISON, MS 39130

A FINANCE CHARGE WILL BE IMPOSED ON PAST DUE ACCOUNTS. THE FINANCE CHARGE IS COMPUTED BY A "PERIODIC RATE" OF 1 1/2% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18%.

DATE	JOB NUMBER - JOB LOCATION - ADDRESS			UNIT PRICE	TAX	TOTAL
	QUANTITY	UNIT	DESCRIPTION			
001000 WHISPERING PINES ASSISTED LIVING FACILIT						
PO NUMBER: 290-014						
10/31/13	88.00	CY	4500 20% ASH EXT 3/4 GVL	73.000	0.00	6424.00
TICKET DATE TOTALS:					0.00	6424.00
TICKETS:	084-7842	084-7843	084-7844	084-7845		
084-7846	084-7847	084-7851	084-7853	084-7855		
084-7858	084-7866					
JOB TOTALS				6424.00	0.00	6424.00
IF PAYMENT IS MADE BY 11/10/2013, DISCOUNT FOR INVOICE IS 128.48.						
VENDOR # _____ JOB NAME _____						
PM. _____ DPT. MGR. _____						
APPR \$ _____ CS _____						
NOV 18 2013						
JOB	CC	DISTRIB				
_____	_____	_____				
_____	_____	_____				
_____	_____	_____				
AMOUNT DUE						6424.00



Delta Industries, Inc.

Pine Belt



P.O. BOX 1292
PHONE 601-354-3801
JACKSON, MISSISSIPPI 39215-1292

LAUREL • COLLINS • BAY SPRINGS • TAYLORSVILLE

INVOICE

CUSTOMER NO.	DATE	INVOICE NO.	PAGE
011520	11/05/2013	403005	1

WHISPERING PINES ALF, LLC
% BURRIS CONTRACTING LLC
P. O. BOX 766
MADISON, MS 39130

A FINANCE CHARGE WILL BE IMPOSED ON PAST DUE ACCOUNTS. THE FINANCE CHARGE IS COMPUTED BY A "PERIODIC RATE" OF 11% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 13%.

DATE	JOB NUMBER - JOB LOCATION - ADDRESS			UNIT PRICE	TAX	TOTAL												
	QUANTITY	UNIT	DESCRIPTION															
001000 WHISPERING PINES ASSISTED LIVING FACILIT																		
PO NUMBER: 290-014																		
11/05/13	96.00	CY 4500 20% ASH EXT 3/4 GVL	73.000	0.00		7008.00												
TICKET DATE TOTALS:					0.00	7008.00												
TICKETS:	084-7904	084-7905	084-7906	084-7907														
	084-7908	084-7909	084-7910	084-7911	084-7912													
	084-7913	084-7916	084-7917															
JOB TOTALS				7008.00	0.00	7008.00												
IF PAYMENT IS MADE BY 12/10/2013, DISCOUNT FOR INVOICE IS 140.16.																		
<i>Bul All</i> <u> 140.16 </u> 6867.84																		
VENDOR # _____ JOB NAME _____ PM _____ DPT. MGR _____ APPR \$ _____ NOV 11 2013 <table border="1"> <tr> <td>JOB</td> <td>CC</td> <td>QUANTITY</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>							JOB	CC	QUANTITY									
JOB	CC	QUANTITY																
AMOUNT DUE						7008.00												

6867.84

PO# 290-014

1007

WHISPERING PINES ALF 07/13
16 BELLEGRASS BLVD
HATTIESBURG, MS 39402-1904

DATE 12/3/13

85-27-853

PAY TO THE ORDER OF Pine Belt Ready Mix

\$ 30,008⁸⁴/₁₀₀

Thirty thousand and eight⁸⁴/₁₀₀

DOLLARS



Trustmark
National Bank

FOR See attached invoices

⑈001007⑈ ⑈065300279⑈ ⑈4800252528⑈

Warren Paving Inc

P.O. BOX 572
HATTIESBURG, MS 39403

October 16, 2013
INVOICE # 101613
FOR: CRUSHED CONCRETE
ASSISTED LIVING PO 290-001

Bill To: 1483
WHISPERING PINES
16 BELLEGRASS BLVD
HATTIESBURG, MS 39402

DESCRIPTION	AMOUNT
CRUSHED CONCRETE 98 75 TONS @ \$28.00/TON DELIVERED	\$2,765.00

1008

WHISPERING PINES ALF 07/13
16 BELLEGRASS BLVD
HATTIESBURG, MS 39402-1904

DATE 12/3/13 85-27-653

PAY TO THE ORDER OF Warren Paving \$ 2765 ⁰⁰/₁₀₀

Two thousand seven hundred sixty five ⁰⁰/₁₀₀ DOLLARS

FOR #101613

 **Trustmark**
National Bank

⑈001008⑈ ⑆065300279⑆ ⑈4800252528⑈

Warren Paving
PO Box 572
HATTIESBURG, MS 39403

TOTAL \$2,765.00

THANK YOU FOR YOUR BUSINESS!

email Gayle Bobba DJ 11/16



Delta Industries, Inc.

Jackson



P.O. BOX 1292
PHONE: 601-354-3801
JACKSON, MISSISSIPPI 39215-1292

AMITE READY-MIX * BROOKHAVEN READY-MIX * GULF STATES READY-MIX
PIKE COUNTY READY-MIX * SIMPSON COUNTY READY-MIX * WALTHALL READY-MIX
VICKSBURG READY-MIX * YAZOO READY-MIX * SOUTH CENTRAL READY MIX
STATE READY-MIX * JACKSON READY-MIX

INVOICE

CUSTOMER NO	DATE	INVOICE NO.	PAGE
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011520

02/08/2014

409421

1

WHISPERING PINES ALF, LLC
% BURRIS CONTRACTING LLC
P. O. BOX 766

A FINANCE CHARGE WILL BE IMPOSED ON PAST DUE ACCOUNTS. THE
FINANCE CHARGE IS COMPUTED BY A 'PERIODIC RATE' OF 1 1/2% PER
MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18%

DATE	JOB NUMBER - JOB LOCATION - ADDRESS			UNIT PRICE	TAX	TOTAL
	QUANTITY	UNIT	DESCRIPTION			
001000 WHISPERING PINES ASSISTED LIVING FACILIT						
PO NUMBER: 290-014						
02/08/14	251.00	CY 4500	20% ASH EXT 3/4 GVL	73.000	0.00	18323.00
TICKET DATE TOTALS:					0.00	18323.00
TICKETS:	084-8499	084-8500	084-8501	084-8502		
084-8503	084-8504	084-8505	084-8506	084-8507		
084-8508	084-8509	084-8510	084-8511	084-8512		
084-8513	084-8514	084-8515	084-8516	084-8517		
084-8518	084-8519	084-8520	084-8521	084-8522		
084-8523	084-8524	084-8525	084-8526	084-8527		
084-8528	084-8529	084-8530				
JOB TOTALS				18323.00	0.00	18323.00

IF PAYMENT IS MADE BY 03/10/2014, DISCOUNT FOR INVOICE IS 366.46.

- 366.46

Bal Due

\$17,956⁵⁴

AMOUNT DUE	18323.00
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Delta Industries, Inc.

Pine Belt



P.O. BOX 1292
PHONE 601-354-3801
JACKSON, MISSISSIPPI 39215-1292

LAUREL • COLLINS • BAY SPRINGS • TAYLORSVILLE

INVOICE

CUSTOMER NO.	DATE	INVOICE NO.	PAGE
011520	02/18/2014	410046	1

WHISPERING PINES ALF, LLC
% BURRIS CONTRACTING LLC
P. O. BOX 766
MADISON, MS 39130

A FINANCE CHARGE WILL BE IMPOSED ON PAST DUE ACCOUNTS. THE FINANCE CHARGE IS COMPUTED BY A "PERIODIC RATE" OF 1 1/2% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18%.

DATE	JOB NUMBER JOB LOCATION ADDRESS			UNIT PRICE	TAX	TOTAL
	QUANTITY	UNIT	DESCRIPTION			
001000 WHISPERING PINES ASSISTED LIVING FACILIT						
PO NUMBER: 290-014						
02/18/14	150.00	CY 4500	20% ASH EXT 3/4 GVL	73.000	0.00	10950.00
TICKET DATE TOTALS:					0.00	10950.00
TICKETS:	084-8542	084-8543	084-8544	084-8546		
084-8547	084-8548	084-8550	084-8551	084-8552		
084-8553	084-8555	084-8556	084-8557	084-8559		
084-8562	084-8563	084-8564	084-8565	084-8566		
JOB TOTALS				10950.00	0.00	10950.00

IF PAYMENT IS MADE BY 03/10/2014, DISCOUNT FOR INVOICE IS 219.00.

- 219⁰⁰

Bal Due \$10,731⁰⁰

AMOUNT DUE	10950.00
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1013

WHISPERING PINES ALF 07/13

16 BELLEGRASS BLVD
HATTIESBURG, MS 39402-1904

DATE 3/17/14

85-27-653

PAY
TO THE
ORDER OF

Pine Belt + Ready-Mix

\$ 29,273⁰⁰/₁₀₀

Twenty-nine thousand two hundred seventy-three ⁰⁰/₁₀₀

DOLLARS



Trustmark
National Bank

FOR

409421/410046

[Signature]

⑈001013⑈ ⑆065300279⑆ ⑈4800252528⑈

Remit To:

WARREN PAVING, INC.
P.O. BOX 572
HATTIESBURG, MS 39403
601-544-7811

Bill To: 1483 WHISPERING PINES ALF LLC 16 BELLEGRASS BLVD HATTIESBURG, MS 39402	Job: 13310 WHISPERING PINES	
Invoice: 14743MB	Plant: HATTIESBURG PLANT	Page 1 of 1

Project No 13310	Invoice Date * 11/09/13	Purchase Order	Payment Terms Net 30 Days
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Date	Ticket	Product	Quantity	U/M	Unit Price	Tax	Total
11/05	00013310	100 LB Rip Rap	12.9000	TONS	42.0000	0.00	541.80

Product Summary

Product	Description	Quantity	UOM
101	100 LB Rip Rap	12.9000	TONS

*originally billed to Miller
Enterprises; re billed to
Whisp Pines 2/11/14

Material	Transp.	Misc.	Tax	Invoice Amt	Receipt Amt	Balance Due
\$541.80	\$0.00	\$0.00	\$0.00	\$541.80	\$0.00	\$541.80

Remit To:

WARREN PAVING, INC.
P.O. BOX 572
HATTIESBURG, MS 39403
601-544-7811

Bill To: 1483
WHISPERING PINES ALF LLC
HATTIESBURG, MS 39402

Job: 14832
Order 14832 - Added by ticket

Invoice: 14875MB

Plant: HATTIESBURG PLANT

Page 1 of 1

Project No
14832

Invoice Date
* 11/23/13

Purchase Order

Payment Terms
Net 30 Days

Date	Ticket	Product	Quantity	U/M	Unit Price	Tax	Total
11/21	00047114	100 LB Rip Rap	19.4700	TONS	42.0000	0.00	817.74

Product Summary

Product	Description	Quantity	UOM
101	100 LB Rip Rap	19.4700	TONS

* originally billed to Miller
Enterprise; rebilled to
Whisp Pine 2/11/14

135954

Material	Transp.	Misc.	Tax	Invoice Amt	Receipt Amt	Balance Due
\$817.74	\$0.00	\$0.00	\$0.00	\$817.74	\$0.00	\$817.74

WHISPERING PINES ALF 07/13
16 BELLEGRASS BLVD
HATTIESBURG, MS 39402-1904

1014

DATE 3/17/14

85-27-658

PAY
TO THE
ORDER OF

Warren Paving

One thousand three hundred fifty nine 54/100

\$ 1359 54/100

DOLLARS



Trustmark
National Bank

FOR

14875MB/14743MB

[Handwritten signature]

⑈001014⑈ ⑆065300279⑆ ⑈4800252528⑈



Delta Industries, Inc.

Jackson



P.O. BOX 1282
PHONE 601-354-3801
JACKSON, MISSISSIPPI 39215-1282

AMITE READY-MIX • BROOKHAVEN READY-MIX • GULF STATES READY-MIX
PIKE COUNTY READY-MIX • BIRMINGHAM COUNTY READY-MIX • WALTHAM READY-MIX
VICKSBURG READY-MIX • YAZOO READY-MIX • SOUTH CENTRAL READY-MIX
TRI-STATE READY-MIX • JACKSON READY-MIX

INVOICE

CUSTOMER NO.	DATE	INVOICE NO.	PAGE
011520	02/15/2014	409766	1

WHISPERING PINES ALF, LLC
% BURRIS CONTRACTING LLC
P. O. BOX 766
MADISON, MS 39130

A FINANCE CHARGE WILL BE IMPOSED ON PAST DUE ACCOUNTS. THE FINANCE CHARGE IS COMPUTED BY A PERIODIC RATE OF 1 1/2% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18%.

DATE	JOB NUMBER . JOB LOCATION . ADDRESS				UNIT PRICE	TAX	TOTAL
	QUANTITY	UNIT	DESCRIPTION				
001000 WHISPERING PINES ASSISTED LIVING FACILIT							
PO NUMBER: 290-014							
02/15/14	256.00	CY	4500	20% ASH EXT 3/4 GVL	73.000	0.00	18688.00
TICKET DATE TOTALS:						0.00	18688.00
TICKETS: 084-824762 084-824763 084-824764 084-824765							
084-824766 084-824767 084-824768 084-824769 084-824770							
084-824771 084-824772 084-824773 084-824774 084-824775							
084-824776 084-824777 084-824778 084-824779 084-824780							
084-824781 084-824782 084-824783 084-824784 084-824785							
084-824786 084-824787 084-824788 084-824789 084-824790							
084-824791 084-824792 084-824793							
JOB TOTALS					18688.00	0.00	18688.00
IF PAYMENT IS MADE BY 03/10/2014, DISCOUNT FOR INVOICE IS 373.76.							
1st rec 3/12/14							
						AMOUNT DUE	18688.00



Delta Industries, Inc.

Jackson



P.O. BOX 1292
PHONE 601-354-3601
JACKSON, MISSISSIPPI 39215-1292

AMITE READY-MIX • BROOKHAVEN READY-MIX • GULF STATES READY-MIX
PIKE COUNTY READY-MIX • SIMPSON COUNTY READY-MIX • WALTHALL READY-MIX
VICKSBURG READY-MIX • YAZOO READY-MIX • SOUTH CENTRAL READY-MIX
TRI-STATE READY-MIX • JACKSON READY-MIX

INVOICE

CUSTOMER NO.	DATE	INVOICE NO.	PAGE
011520	02/14/2014	409760	1

WHISPERING PINES ALF, LLC
% BURRIS CONTRACTING LLC
P. O. BOX 766
MADISON, MS 39130

A FINANCE CHARGE WILL BE IMPOSED ON PAST DUE ACCOUNTS THE
FINANCE CHARGE IS COMPUTED BY A "PERIODIC RATE" OF 11% PER
MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18%

DATE	JOB NUMBER • JOB LOCATION • ADDRESS			UNIT PRICE	TAX	TOTAL
	QUANTITY	UNIT	DESCRIPTION			
	001000 WHISPERING PINES ASSISTED LIVING FACILIT					
	PO NUMBER: 290-014					
02/14/14	248.00	CY 4500	20% ASH EXT 3/4 GVL	73.000	0.00	18104.00
	TICKET DATE TOTALS:				0.00	18104.00
	TICKETS: 084-814728 084-814729 084-814730 084-824731					
	084-824732 084-824733 084-824734 084-824735 084-824736					
	084-824737 084-824738 084-824739 084-824740 084-824741					
	084-824742 084-824743 084-824744 084-824745 084-824746					
	084-824747 084-824748 084-824749 084-824750 084-824751					
	084-824752 084-824754 084-824755 084-824756 084-824758					
	084-824759 084-824760					
	JOB TOTALS			18104.00	0.00	18104.00

IF PAYMENT IS MADE BY 03/10/2014, DISCOUNT FOR INVOICE IS 362.08.

1st rec 3/12/2014

AMOUNT DUE

18104.00

3/24

967107 - bal due ✓

WHISPERING PINES ALF 07/13
16 BELLEGRASS BLVD
HATTIESBURG, MS 39402-1904

1017

DATE 4/14/2014

85-27-653

PAY
TO THE
ORDER OF

Pine Belt Ready Mix

\$ 36,792⁰⁰/₁₀₀

Thirty six thousand seven hundred ninety-two

⁰⁰/₁₀₀

DOLLARS



Trustmark
National Bank

FOR

Inv # 409760/409766

⑈001017⑈ ⑆065300279⑆ ⑈4800252528⑈

Application and Certificate for Payment

115017

TO: **WHIPPLE PINES ALF, LLC**
16 BELLEGRASS BLVD
HATTIESBURG, MS 39402

APPLICATION NO: 03/15/2015
PERIOD TO:

Distribution to:

OWNER ☐ ARCHITECT ☐
CONTRACTOR ☐ FIELD ☐
OTHER ☐

FROM CONTRACTOR:

PO Box 572
Hattiesburg, MS 39403

VIA ARCHITECT:

CONTRACT FOR: 03/29/2015
CONTRACT DATE:
PROJECT NO: 017

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$ 196,796.00
2. NET CHANGE BY CHANGE ORDERS	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 196,796.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 81,099.90
5. RETAINAGE:	
a. 0.00 % of Completed Work (Column D + E on G703)	\$ 0.00
b. 0.00 % of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$ 0.00
6. TOTAL EARNED LESS RETAINAGE	\$ 81,099.90
(Line 4 minus Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 0.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 81,099.90
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	\$ 115,696.10

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

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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

CONTRACTOR: Warren Paying, Inc.

By: Henry Anderson

State of Mississippi

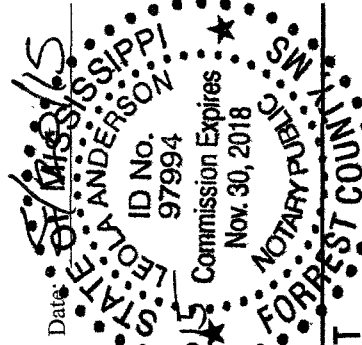
County of: Forrest

Subscribed and sworn to before me this

20th day of May 2015

Notary Public

My commission expires: 11-30-18



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 81,099.90
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: Henry Anderson Date: 5-20-15

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

Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, dated 05/15/2015, Application and Certificate for Payment, Construction Manager as Adviser Edition, dated 05/15/2015, containing Contractor's signed certification is attached.
 In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 05/15/2015
 APPLICATION DATE: 05/15/2015
 PERIOD TO: 115017
 ARCHITECT'S PROJECT NO:

A	B	C	D	E		F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (If variable rate)	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
1	CLEARING & GRUBBING	\$10,350.00	\$0.00	\$10,350.00	\$0.00	\$10,350.00	100%	\$0.00		
2	REMOVAL OF OBSTRUCTIONS	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	100%	\$0.00		
3	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	\$2,760.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,760.00		
4	UNCLASSIFIED EXCAVATION, FM,AH	\$2,000.00	\$0.00	\$3,656.00	\$0.00	\$3,656.00	183%	(\$1,656.00)		
5	BORROW EXCAVATION, AH, FME, CLASS B7-6	\$11,250.00	\$0.00	\$3,450.00	\$0.00	\$3,450.00	31%	\$7,800.00		
6	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$10,000.00		
7	AGRICULTURAL LIMESTONE	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$100.00		
8	GRASSING	\$6,445.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$6,445.00		
9	WATERING	\$400.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$400.00		
10	CONCRETE PAVED DITCH	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,500.00		
11	TEMPORARY SILT FENCE	\$1,200.00	\$0.00	\$450.00	\$0.00	\$450.00	38%	\$750.00		
12	WATTLES	\$2,400.00	\$0.00	\$1,200.00	\$0.00	\$1,200.00	50%	\$1,200.00		
13	SIZE 825 CRUSHED STONE BASE, AEA	\$25,650.00	\$0.00	\$22,766.40	\$0.00	\$22,766.40	89%	\$2,883.60		
	GRAND TOTAL	\$76,055.00	\$0.00	\$43,872.40	\$0.00	\$43,872.40	58%	\$32,182.60		

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, Whispering Pines Highway 11, Median Crossover

APPLICATION NO: 05/15/2015

APPLICATION DATE: 05/15/2015

PERIOD TO: 115017

ARCHITECT'S PROJECT NO:

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
14	HMA, MT, 12.5-MM MIXTURE	\$21,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$21,000.00	
15	HMA, MT, 19-MM MIXTURE	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$30,000.00	
16	HMA, MT, 9.5-MM MIXTURE	\$18,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$18,000.00	
17	24" REINFORCED CONCRETE PIPE, CLASS III	\$5,720.00	\$0.00	\$5,720.00	\$0.00	\$5,720.00	100%	\$0.00	
18	24" CONCRETE PIPE END SECTION	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	100%	\$0.00	
19	MAINTENANCE OF TRAFFIC	\$13,350.00	\$0.00	\$6,007.50	\$0.00	\$6,007.50	45%	\$7,342.50	
20	MOBILIZATION	\$22,500.00	\$0.00	\$22,500.00	\$0.00	\$22,500.00	100%	\$0.00	
21	THERMO DETAIL STRIPE, WHITE	\$860.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$860.00	
22	THERMO DETAIL STRIPE, YELLOW	\$2,410.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,410.00	
23	THERMO LEGEND, WHITE 6" EQUIVALENT	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$600.00	
24	RED-CLEAR REFL HIGH PERF RAISED MARKERS	\$275.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$275.00	
25	TWO-WAY YELLOW REFL HIGH PERF RAISED MARKERS	\$250.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$250.00	
26	STANDARD ROADSIDE SIGNS, SHEET ALUM, 0.080" THICK	\$1,008.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,008.00	
	GRAND TOTAL	\$195,028.00	\$0.00	\$81,099.90	\$0.00	\$81,099.90	42%	\$113,928.10	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



AIA Document G703™ - 1992

Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, 1992 Edition, is incorporated by reference into this document.
Application and Certificate for Payment, Construction Manager as Adviser Edition, is incorporated by reference into this document.
Containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 05/15/2015
APPLICATION DATE: 05/15/2015
PERIOD TO: 115017
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
27	STANDARD ROADSIDE SIGNS, SHEET ALUM, 0.125" THICK	\$756.00	\$0.00	\$0.00	\$0.00	\$0.00	\$756.00	
28	STEEL U-SECTION POSTS, 3.0 TO 3.5 LB/FT	\$1,012.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,012.00	
	GRAND TOTAL	\$196,796.00	\$0.00	\$81,099.90	\$0.00	\$81,099.90	\$115,696.10	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Application and Certificate for Payment

115017

TO: **OWNER**
WHISKEY PINES ALF, LLC
16 BELLEGRASS BLVD
HATTIESBURG, MS 39402

WHISKEY PINES HIGHWAY 11 MEDIAN CROSSOVER

APPLICATION NO: 06/16/2015

PERIOD TO:

Distribution to:

OWNER ☐ ARCHITECT ☐
CONTRACTOR ☐ FIELD ☐
OTHER ☐

FROM: **CONTRACTOR:**

PO Box 572

Hattiesburg, MS 39403

VIA ARCHITECT:

CONTRACT FOR 3/29/2015

CONTRACT DATE:

PROJECT NOS: 115017

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$ 196,796.00
2. NET CHANGE BY CHANGE ORDERS	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 196,796.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 155,631.09

5. RETAINAGE:

- a. 0.00 % of Completed Work
(Columns D + E on G703)
- b. 0.00 % of Stored Material
(Column F on G703)

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 155,631.09

(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 81,099.90

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 74,531.19

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 minus Line 6)

\$ 41,164.91

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

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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

CONTRACTOR:

By: *Warren Payton, Inc.*

State of: Mississippi

County of: Forrest

Subscribed and sworn to before

me this

Date:

6/16/15

OFFICE OF MISSISSIPPI

NOTARY PUBLIC

STATE ID NO. 97994

Commission Expires

Nov. 30, 2018

NOTARY PUBLIC

STATE OF MISSISSIPPI

16th day of June 2015

Notary Public: *Leola Anderson*

My commission expires: 11-30-18

ARCHITECT'S CERTIFICATE FOR PAYMENT - REST COUNTY, MS

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

AMOUNT CERTIFIED \$ 74,531.19

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

ARCHITECT:

By: *Leola Anderson*

Date:

6-16-15

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

Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, is hereby incorporated by reference into this Application and Certificate for Payment, Construction Manager as Adviser Edition, WHISPERING PINES HIGHWAY 11, MEDIAN CROSSOVER, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

06/16/2015

APPLICATION DATE:

115017

PERIOD TO:

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)		
1	CLEARING & GRUBBING	\$10,350.00	\$10,350.00	\$0.00	\$0.00	\$10,350.00	100%	\$0.00	
2	REMOVAL OF OBSTRUCTIONS	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00	
3	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	\$2,760.00	\$0.00	\$3,582.24	\$0.00	\$3,582.24	130%	(\$822.24)	
4	UNCLASSIFIED EXCAVATION, FM/AH	\$2,000.00	\$3,656.00	\$0.00	\$0.00	\$3,656.00	183%	(\$1,656.00)	
5	BORROW EXCAVATION, AH, FME, CLASS B7-6	\$11,250.00	\$3,450.00	\$1,450.00	\$0.00	\$4,900.00	44%	\$6,350.00	
6	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$10,000.00	
7	AGRICULTURAL LIMESTONE	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$100.00	
8	GRASSING	\$6,445.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$6,445.00	
9	WATERING	\$400.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$400.00	
10	CONCRETE PAVED DITCH	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,500.00	
11	TEMPORARY SILT FENCE	\$1,200.00	\$450.00	\$0.00	\$0.00	\$450.00	38%	\$750.00	
12	WATTLES	\$2,400.00	\$1,200.00	\$0.00	\$0.00	\$1,200.00	50%	\$1,200.00	
13	SIZE 825 CRUSHED STONE BASE, AEA	\$25,650.00	\$22,766.40	\$1,390.50	\$0.00	\$24,156.90	94%	\$1,493.10	
	GRAND TOTAL	\$76,055.00	\$43,872.40	\$6,422.74	\$0.00	\$50,295.14	66%	\$25,759.86	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Continuation Sheet

2

AIA Document G703™-1992, Application and Certificate for Payment, Construction Manager as Adviser Edition, 06/16/2015
 Application and Certificate for Payment, Construction Manager as Adviser Edition, 06/16/2015
 containing Contractor's signed certification is attached.
 In tabulations below, amounts are in US dollars.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 06/16/2015

APPLICATION DATE: 06/16/2015

PERIOD TO: 115017

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD \$17,113.95	F MATERIALS PRESENTLY STORED (Not in D or E) \$0.00	G TOTAL COMPLETED AND STORED TO DATE (D+E+F) \$17,113.95	H BALANCE TO FINISH (C - G) \$3,886.05	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD \$17,113.95					
14	HMA, MT, 12.5-MM MIXTURE	\$21,000.00	\$0.00	\$17,113.95	\$0.00	\$0.00	\$17,113.95	\$3,886.05	
15	HMA, MT, 19-MM MIXTURE	\$30,000.00	\$0.00	\$25,703.00	\$0.00	\$0.00	\$25,703.00	\$4,297.00	
16	HMA, MT, 9.5-MM MIXTURE	\$18,000.00	\$0.00	\$19,284.00	\$0.00	\$0.00	\$19,284.00	(\$1,284.00)	
17	24" REINFORCED CONCRETE PIPE, CLASS III	\$5,720.00	\$5,720.00	\$0.00	\$0.00	\$0.00	\$5,720.00	\$0.00	
18	24" CONCRETE PIPE END SECTION	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	\$0.00	
19	MAINTENANCE OF TRAFFIC	\$13,350.00	\$6,007.50	\$6,007.50	\$0.00	\$0.00	\$12,015.00	\$1,335.00	
20	MOBILIZATION	\$22,500.00	\$22,500.00	\$0.00	\$0.00	\$0.00	\$22,500.00	\$0.00	
21	THERMO DETAIL STRIPE, WHITE	\$860.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$860.00	
22	THERMO DETAIL STRIPE, YELLOW	\$2,410.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,410.00	
23	THERMO LEGEND, WHITE 6" EQUIVALENT	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600.00	
24	RED-CLEAR REFL HIGH PERF RAISED MARKERS	\$275.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$275.00	
25	TWO-WAY YELLOW REFL HIGH PERF RAISED MARKERS	\$250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250.00	
26	STANDARD ROADSIDE SIGNS, SHEET ALUM, 0.080" THICK	\$1,008.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,008.00	
	GRAND TOTAL	\$195,028.00	\$81,099.90	\$74,531.19	\$0.00	\$0.00	\$155,631.09	\$39,396.91	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, 1992, 1999, 2009, 2015, 2019, 2024, 2029, 2034, 2039, 2044, 2049, 2054, 2059, 2064, 2069, 2074, 2079, 2084, 2089, 2094, 2099, 2104, 2109, 2114, 2119, 2124, 2129, 2134, 2139, 2144, 2149, 2154, 2159, 2164, 2169, 2174, 2179, 2184, 2189, 2194, 2199, 2204, 2209, 2214, 2219, 2224, 2229, 2234, 2239, 2244, 2249, 2254, 2259, 2264, 2269, 2274, 2279, 2284, 2289, 2294, 2299, 2304, 2309, 2314, 2319, 2324, 2329, 2334, 2339, 2344, 2349, 2354, 2359, 2364, 2369, 2374, 2379, 2384, 2389, 2394, 2399, 2404, 2409, 2414, 2419, 2424, 2429, 2434, 2439, 2444, 2449, 2454, 2459, 2464, 2469, 2474, 2479, 2484, 2489, 2494, 2499, 2504, 2509, 2514, 2519, 2524, 2529, 2534, 2539, 2544, 2549, 2554, 2559, 2564, 2569, 2574, 2579, 2584, 2589, 2594, 2599, 2604, 2609, 2614, 2619, 2624, 2629, 2634, 2639, 2644, 2649, 2654, 2659, 2664, 2669, 2674, 2679, 2684, 2689, 2694, 2699, 2704, 2709, 2714, 2719, 2724, 2729, 2734, 2739, 2744, 2749, 2754, 2759, 2764, 2769, 2774, 2779, 2784, 2789, 2794, 2799, 2804, 2809, 2814, 2819, 2824, 2829, 2834, 2839, 2844, 2849, 2854, 2859, 2864, 2869, 2874, 2879, 2884, 2889, 2894, 2899, 2904, 2909, 2914, 2919, 2924, 2929, 2934, 2939, 2944, 2949, 2954, 2959, 2964, 2969, 2974, 2979, 2984, 2989, 2994, 2999, 3004, 3009, 3014, 3019, 3024, 3029, 3034, 3039, 3044, 3049, 3054, 3059, 3064, 3069, 3074, 3079, 3084, 3089, 3094, 3099, 3104, 3109, 3114, 3119, 3124, 3129, 3134, 3139, 3144, 3149, 3154, 3159, 3164, 3169, 3174, 3179, 3184, 3189, 3194, 3199, 3204, 3209, 3214, 3219, 3224, 3229, 3234, 3239, 3244, 3249, 3254, 3259, 3264, 3269, 3274, 3279, 3284, 3289, 3294, 3299, 3304, 3309, 3314, 3319, 3324, 3329, 3334, 3339, 3344, 3349, 3354, 3359, 3364, 3369, 3374, 3379, 3384, 3389, 3394, 3399, 3404, 3409, 3414, 3419, 3424, 3429, 3434, 3439, 3444, 3449, 3454, 3459, 3464, 3469, 3474, 3479, 3484, 3489, 3494, 3499, 3504, 3509, 3514, 3519, 3524, 3529, 3534, 3539, 3544, 3549, 3554, 3559, 3564, 3569, 3574, 3579, 3584, 3589, 3594, 3599, 3604, 3609, 3614, 3619, 3624, 3629, 3634, 3639, 3644, 3649, 3654, 3659, 3664, 3669, 3674, 3679, 3684, 3689, 3694, 3699, 3704, 3709, 3714, 3719, 3724, 3729, 3734, 3739, 3744, 3749, 3754, 3759, 3764, 3769, 3774, 3779, 3784, 3789, 3794, 3799, 3804, 3809, 3814, 3819, 3824, 3829, 3834, 3839, 3844, 3849, 3854, 3859, 3864, 3869, 3874, 3879, 3884, 3889, 3894, 3899, 3904, 3909, 3914, 3919, 3924, 3929, 3934, 3939, 3944, 3949, 3954, 3959, 3964, 3969, 3974, 3979, 3984, 3989, 3994, 3999, 4004, 4009, 4014, 4019, 4024, 4029, 4034, 4039, 4044, 4049, 4054, 4059, 4064, 4069, 4074, 4079, 4084, 4089, 4094, 4099, 4104, 4109, 4114, 4119, 4124, 4129, 4134, 4139, 4144, 4149, 4154, 4159, 4164, 4169, 4174, 4179, 4184, 4189, 4194, 4199, 4204, 4209, 4214, 4219, 4224, 4229, 4234, 4239, 4244, 4249, 4254, 4259, 4264, 4269, 4274, 4279, 4284, 4289, 4294, 4299, 4304, 4309, 4314, 4319, 4324, 4329, 4334, 4339, 4344, 4349, 4354, 4359, 4364, 4369, 4374, 4379, 4384, 4389, 4394, 4399, 4404, 4409, 4414, 4419, 4424, 4429, 4434, 4439, 4444, 4449, 4454, 4459, 4464, 4469, 4474, 4479, 4484, 4489, 4494, 4499, 4504, 4509, 4514, 4519, 4524, 4529, 4534, 4539, 4544, 4549, 4554, 4559, 4564, 4569, 4574, 4579, 4584, 4589, 4594, 4599, 4604, 4609, 4614, 4619, 4624, 4629, 4634, 4639, 4644, 4649, 4654, 4659, 4664, 4669, 4674, 4679, 4684, 4689, 4694, 4699, 4704, 4709, 4714, 4719, 4724, 4729, 4734, 4739, 4744, 4749, 4754, 4759, 4764, 4769, 4774, 4779, 4784, 4789, 4794, 4799, 4804, 4809, 4814, 4819, 4824, 4829, 4834, 4839, 4844, 4849, 4854, 4859, 4864, 4869, 4874, 4879, 4884, 4889, 4894, 4899, 4904, 4909, 4914, 4919, 4924, 4929, 4934, 4939, 4944, 4949, 4954, 4959, 4964, 4969, 4974, 4979, 4984, 4989, 4994, 4999, 5004, 5009, 5014, 5019, 5024, 5029, 5034, 5039, 5044, 5049, 5054, 5059, 5064, 5069, 5074, 5079, 5084, 5089, 5094, 5099, 5104, 5109, 5114, 5119, 5124, 5129, 5134, 5139, 5144, 5149, 5154, 5159, 5164, 5169, 5174, 5179, 5184, 5189, 5194, 5199, 5204, 5209, 5214, 5219, 5224, 5229, 5234, 5239, 5244, 5249, 5254, 5259, 5264, 5269, 5274, 5279, 5284, 5289, 5294, 5299, 5304, 5309, 5314, 5319, 5324, 5329, 5334, 5339, 5344, 5349, 5354, 5359, 5364, 5369, 5374, 5379, 5384, 5389,

Application and Certificate for Payment, Construction Manager as Adviser Edition, WHISPERING PINES HIGHWAY 11

containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 06/16/2015

APPLICATION DATE: 06/16/2015

APPLICATION DATE: 11/50/17

ARCHITECT'S PROJECT NO:

A	B	C	D	E		F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (If variable rate)	
			FROM PREVIOUS APPLICATION (D + F)	THIS PERIOD						
27	STANDARD ROADSIDE SIGNS, SHEET ALUM, 0.425" THICK	\$756.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$756 00	
28	STEEL U-SECTION POSTS, 3.0 TO 3.5 LB/FT	\$1,012.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,012.00	
		\$196,796.00	\$81,099.90	\$74,531.19	\$0.00	\$155,631.09	79%	\$41,164.91		
	GRAND TOTAL									

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Application and Certificate for Payment 115017

TO: **WORKING PINES, LLC** 16 BELLEGRASS BLVD HATTIESBURG, MS 39402
 FROM: **CONTRACTOR** 16 BELLEGRASS BLVD HATTIESBURG, MS 39402
 APPLICATION NO. 17/16/2015
 PERIOD TO: OWNER ☐ ARCHITECT ☐ CONTRACTOR ☐ FIELD ☐ OTHER ☐

VIA ARCHITECT:
 CONTRACT DATE: 7/13/2015
 PROJECT NOS: 15017

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$ 196,796.00
2. NET CHANGE BY CHANGE ORDERS	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 196,796.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 172,757.09
5. RETAINAGE:	
a. 0.00 % of Completed Work (Columns D + E on G703)	\$ 0.00
b. 0.00 % of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$ 172,757.09
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 155,631.09
8. CURRENT PAYMENT DUE	\$ 17,126.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	\$ 24,038.91

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

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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

CONTRACTOR: *Working Pines, LLC*
 By: *Leola Anderson*
 State of: *Mississippi*
 County of: *Forrest*
 Subscribed and sworn to before me this *13th* day of *July* 2015.
 Notary Public: *Leola Anderson*
 My commission expires: *11-30-18*
 Date: *7/13/15*
 ID No. 97994
 Commission Expires Nov. 30, 2018
 OF MISSISSIPPI
 LEOLA ANDERSON
 NOTARY PUBLIC
 FORREST COUNTY

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

AMOUNT CERTIFIED \$ *17,126.00*
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: *William W. Graham*
 Date: *7-14-15*
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Continuation Sheet

3

AIA Document G702™-1992, Application and Certificate for Payment, Construction Manager as Adviser Edition, 07/16/2015
 Application and Certificate for Payment, Construction Manager as Adviser Edition, 07/16/2015
 containing Contractor's signed certification is attached.
 In tabulations below, amounts are in US dollars.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 07/16/2015

APPLICATION DATE: 07/16/2015

PERIOD TO: 115017

ARCHITECT'S PROJECT NO:

ITEM NO.	DESCRIPTION OF WORK	C	D		E	F	G		H	I
			SCHEDULED VALUE	WORK COMPLETED						
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE (If variable rate)
1	CLEARING & GRUBBING	\$10,350.00	\$10,350.00		\$0.00	\$0.00	\$10,350.00	100%	\$0.00	
2	REMOVAL OF OBSTRUCTIONS	\$2,000.00	\$2,000.00		\$0.00	\$0.00	\$2,000.00	100%	\$0.00	
3	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	\$2,760.00	\$3,582.24		\$0.00	\$0.00	\$3,582.24	130%	(\$822.24)	
4	UNCLASSIFIED EXCAVATION, FM/AH	\$2,000.00	\$3,656.00		\$0.00	\$0.00	\$3,656.00	183%	(\$1,656.00)	
5	BORROW EXCAVATION, AH, FME, CLASS B7-6	\$11,250.00	\$4,900.00		\$0.00	\$0.00	\$4,900.00	44%	\$6,350.00	
6	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	\$10,000.00	\$0.00		\$0.00	\$0.00	\$0.00	0%	\$10,000.00	
7	AGRICULTURAL LIMESTONE	\$100.00	\$0.00		\$0.00	\$0.00	\$0.00	0%	\$100.00	
8	GRASSING	\$6,445.00	\$0.00		\$6,445.00	\$0.00	\$6,445.00	100%	\$0.00	
9	WATERING	\$400.00	\$0.00		\$0.00	\$0.00	\$0.00	0%	\$400.00	
10	CONCRETE PAVED DITCH	\$1,500.00	\$0.00		\$2,175.00	\$0.00	\$2,175.00	145%	(\$675.00)	
11	TEMPORARY SILT FENCE	\$1,200.00	\$450.00		\$0.00	\$0.00	\$450.00	38%	\$750.00	
12	WATTLES	\$2,400.00	\$1,200.00		\$0.00	\$0.00	\$1,200.00	50%	\$1,200.00	
13	SIZE 825 CRUSHED STONE BASE, AEA	\$25,650.00	\$24,156.90		\$0.00	\$0.00	\$24,156.90	94%	\$1,493.10	
	GRAND TOTAL	\$76,055.00	\$50,295.14		\$8,620.00	\$0.00	\$58,915.14	77%	\$17,139.86	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Continuation Sheet

AIA Document G703™-1992, Application and Certificate for Payment, Construction Manager as Adviser Edition, 07/16/2015
 Application and Certificate for Payment, Construction Manager as Adviser Edition, 07/16/2015
 containing Contractor's signed certification is attached.
 In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 07/16/2015
 APPLICATION DATE: 07/16/2015
 PERIOD TO: 115017
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION						
14	HMA, MT, 12.5-MM MIXTURE	\$21,000.00	\$17,113.95		\$0.00	\$0.00	\$17,113.95	\$3,886.05	81%
15	HMA, MT, 19-MM MIXTURE	\$30,000.00	\$25,703.00		\$0.00	\$0.00	\$25,703.00	\$4,297.00	86%
16	HMA, MT, 9.5-MM MIXTURE	\$18,000.00	\$19,284.00		\$0.00	\$0.00	\$19,284.00	(\$1,284.00)	107%
17	24" REINFORCED CONCRETE PIPE, CLASS III	\$5,720.00	\$5,720.00		\$0.00	\$0.00	\$5,720.00	\$0.00	100%
18	24" CONCRETE PIPE END SECTION	\$3,000.00	\$3,000.00		\$0.00	\$0.00	\$3,000.00	\$0.00	100%
19	MAINTENANCE OF TRAFFIC	\$13,350.00	\$12,015.00		\$1,335.00	\$0.00	\$13,350.00	\$0.00	100%
20	MOBILIZATION	\$22,500.00	\$22,500.00		\$0.00	\$0.00	\$22,500.00	\$0.00	100%
21	THERMO DETAIL STRIPE, WHITE	\$860.00	\$0.00		\$860.00	\$0.00	\$860.00	\$0.00	100%
22	THERMO DETAIL STRIPE, YELLOW	\$2,410.00	\$0.00		\$2,410.00	\$0.00	\$2,410.00	\$0.00	100%
23	THERMO LEGEND, WHITE 6" EQUIVALENT	\$600.00	\$0.00		\$600.00	\$0.00	\$600.00	\$0.00	100%
24	RED-CLEAR REFL HIGH PERF RAISED MARKERS	\$275.00	\$0.00		\$275.00	\$0.00	\$275.00	\$0.00	100%
25	TWO-WAY YELLOW REFL HIGH PERF RAISED MARKERS	\$250.00	\$0.00		\$250.00	\$0.00	\$250.00	\$0.00	100%
26	STANDARD ROADSIDE SIGNS, SHEET ALUM, 0.080" THICK	\$1,008.00	\$0.00		\$1,008.00	\$0.00	\$1,008.00	\$0.00	100%
GRAND TOTAL		\$195,028.00	\$155,631.09		\$15,358.00	\$0.00	\$170,989.09	\$24,038.91	88%

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, and Certificate for Payment, Construction Manager as Adviser Edition 11-2009, containing Contractor's signed certification is attached. In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

A	B	C	D	E		F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (If variable rate)	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
27	STANDARD ROADSIDE SIGNS, SHEET ALUM, 0.425" THICK	\$756.00	\$0.00	\$756.00	\$0.00	\$756.00	100%	\$0.00		
28	STEEL U-SECTION POSTS, 3.0 TO 3.5 LB/FT	\$1,012.00	\$0.00	\$1,012.00	\$0.00	\$1,012.00	100%	\$0.00		
	GRAND TOTAL	\$196,796.00	\$155,631.09	\$17,126.00	\$0.00	\$172,757.09	88%	\$24,038.91		

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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1012104C034

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") APPROVING AND AUTHORIZING CERTAIN COSTS FOR REIMBURSEMENT TO WHISPERING PINES RETIREMENT COMMUNITY, LLC (THE "DEVELOPER") PURSUANT TO THE TERMS AND CONDITIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT, DATED MARCH 13, 2013 BY AND BETWEEN THE CITY AND THE DEVELOPER; AND FOR RELATED PURPOSES.

WHEREAS, he Mayor and City Council (the "**Governing Body**") of the City of Hattiesburg, Mississippi (the "**City**"), acting for and on behalf of the City, hereby finds, determines, adjudicates and declares as follows:

1. Capitalized words and terms used herein shall have the meaning as same are defined in the City's Bond Resolution approved and adopted on July 5, 2016 (the "**Bond Resolution**") in connection with the sale and issuance of the not to exceed \$4,000,000 Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project)(the "**Bonds**").

2. On September 18, 2012, in accordance with the Act, the City approved and adopted the Tax Increment Financing Plan and on March 5, 2013, the City approved an amended and restated tax increment plan entitled "First Addendum to City of Hattiesburg, Mississippi Tax Increment Financing Plan (Whispering Pines Retirement Community Project) 2012." On September 6, 2012, in accordance with the Act, the County approved and adopted its Tax Increment Financing Plan, Whispering Pines Retirement Community Project, Forrest County, Mississippi, 2012 (together, the "**TIF Plans**").

3. As authorized by the Act and as provided in the TIF Plans, on March 13, 2013 the City entered into a Development Agreement with the Developer, later amended by Addendum on July 5, 2016, whereby the Developer agreed to acquire and construct the Developer's Project and the Infrastructure Improvements, all as defined in the TIF Plans, Development Agreement and Bond Resolution, and the City agreed to reimburse the Developer for certain costs incurred in connection with acquisition and construction of the Infrastructure Improvements in accordance with the terms and provisions of the Development Agreement and as authorized by the Act.

4. The Developer has completed several phases of the Redevelopment Project including 132 independent living units, 12 independent living cottages, 44 assisted living units (4 of which are 2 bedroom units), and 24 memory care units, and in accordance with the Development Agreement has submitted to the City the necessary supporting documentation and request for reimbursement of its costs incurred for the related Infrastructure Improvements in the amount of \$3,262,384.12 (the "**Reimbursement Request**"), same being on file with the Clerk of the City.

5. As provided in the TIF Plans and the Development Agreement, the City adopted the Bond Resolution authorizing the sale and issuance of the Bonds for the purposes of financing of the Infrastructure Improvements, funding the 2016 Bonds Reserve Fund and paying the costs of issuance for the Bonds, having determined that the Redevelopment Project was completed at a level that the Tax

Increment collected within the Tax Increment Financing District will be in an amount sufficient for the payment of principal of and interest on the Bonds and other related costs.

6. It is anticipated the Bonds will close and be funded on August 10, 2016 or a date subsequent thereto.

7. The City finds that it is in the best interest of the City, in accordance with its obligations under the Development Agreement, to accept the Reimbursement Request, authorize and direct reimbursement to the Developer for such Infrastructure Improvement costs as requested in the Reimbursement Request; provided; however, that the payment of such amounts shall be contingent on closing the Bonds and Bond proceeds being deposited into the 2016 Construction Fund, Developer's Project Account as provided for herein and in the Bond Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. The Governing Body of the City has reviewed the Reimbursement Request, consulted with the City's engineering consultants and determined that the Reimbursement Request and supporting documentation are confirmed and hereby approve \$3,262,384.12 in Infrastructure Improvement Costs as qualified and eligible for reimbursement (the "**Approved Eligible Costs**").

SECTION 2. The Governing Body of the City hereby approves and authorizes disbursement from the 2016 Construction Fund, Developer's Project Account, established pursuant to Section 15 of the Bond Resolution, for the purpose of reimbursing the Developer for the Approved Eligible Costs. Such approval and disbursement shall be contingent on the closing of the Bonds and the deposit of Bond proceeds into the 2016 Construction Fund, Developer's Project Account, and shall in no event exceed the Approved Eligible Costs (the "**Initial Reimbursement**").

SECTION 3. Upon the final maturity of the Bonds and provided amounts on deposit in the 2016 Bonds Reserve Fund and the Tax Increment Surplus Fund established pursuant to Section 16 of the Bond Resolution are not necessary to make the debt service payment for the Bonds on the next Interest Payment Date for the Bonds, the City shall pay to the Developer only from available monies on deposit in the 2016 Bonds Reserve Fund and Tax Increment Surplus Fund an amount that shall not exceed the unreimbursed difference between the Approved Eligible Costs and the Initial Reimbursement (the "**Unreimbursed Difference**"). If the Unreimbursed Difference of Approved Eligible Costs exceeds the amount available in the 2016 Bonds Reserve Fund and Tax Increment Surplus Fund, the City shall only pay to the Developer the amount in 2016 Bonds Reserve Fund and Tax Increment Surplus Fund and shall not owe the Developer any further amounts.

SECTION 3. This Resolution shall become effective upon the adoption hereof.

Councilmember _____ offered and moved for the adoption of the forgoing resolution, and Councilperson _____ seconded the motion and the question being put to a roll call vote, the result was as follows:

YEAS:

NAYS:

ABSENT:

The Mayor thereby declared the motion carried and the Bond Resolution adopted, this the 2nd 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 2st day of August, 2016.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") APPROVING AND AUTHORIZING CERTAIN COSTS FOR REIMBURSEMENT TO WHISPERING PINES RETIREMENT COMMUNITY, LLC (THE "DEVELOPER") PURSUANT TO THE TERMS AND CONDITIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT, DATED MARCH 13, 2013 BY AND BETWEEN THE CITY AND THE DEVELOPER; AND FOR RELATED PURPOSES.

WHEREAS, he Mayor and City Council (the "Governing Body") of the City of Hattiesburg, Mississippi (the "City"), acting for and on behalf of the City, hereby finds, determines, adjudicates and declares as follows:

- 1.** Capitalized words and terms used herein shall have the meaning as same are defined in the City's Bond Resolution approved and adopted on July 5, 2016 (the "Bond Resolution") in connection with the sale and issuance of the not to exceed \$4,000,000 Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project)(the "Bonds").
- 2.** On September 18, 2012, in accordance with the Act, the City approved and adopted the Tax Increment Financing Plan and on March 5, 2013, the City approved an amended and restated tax increment plan entitled "First Addendum to City of Hattiesburg, Mississippi Tax Increment Financing Plan (Whispering Pines Retirement Community Project) 2012." On September 6, 2012, in accordance with the Act, the County approved and adopted its Tax Increment Financing Plan, Whispering Pines Retirement Community Project, Forrest County, Mississippi, 2012 (together, the "TIF Plans").
- 3.** As authorized by the Act and as provided in the TIF Plans, on March 13, 2013 the City entered into a Development Agreement with the Developer, later amended by Addendum on July 5, 2016, whereby the Developer agreed to acquire and construct the Developer's Project and the Infrastructure Improvements, all as defined in the TIF Plans, Development Agreement and Bond Resolution, and the City agreed to reimburse the Developer for certain costs incurred in connection with acquisition and construction of the Infrastructure Improvements in accordance with the terms and provisions of the Development Agreement and as authorized by the Act.
- 4.** The Developer has completed several phases of the Redevelopment Project including 132 independent living units, 12 independent living cottages, 44 assisted living units (4 of which are 2 bedroom units), and 24 memory care units, and in accordance with the Development Agreement has submitted to the City the necessary supporting documentation and request for reimbursement of its costs incurred for the related Infrastructure Improvements in the amount of \$3,262,384.12 (the "Reimbursement Request"), same being on file with the Clerk of the City.
- 5.** As provided in the TIF Plans and the Development Agreement, the City adopted the Bond Resolution authorizing the sale and issuance of the Bonds for the purposes of financing of the Infrastructure Improvements, funding the 2016 Bonds Reserve Fund and paying the costs of issuance for the Bonds, having determined that the Redevelopment Project was completed at a level that the Tax

Increment collected within the Tax Increment Financing District will be in an amount sufficient for the payment of principal of and interest on the Bonds and other related costs.

6. It is anticipated the Bonds will close and be funded on August 10, 2016 or a date subsequent thereto.

7. The City finds that it is in the best interest of the City, in accordance with its obligations under the Development Agreement, to accept the Reimbursement Request, authorize and direct reimbursement to the Developer for such Infrastructure Improvement costs as requested in the Reimbursement Request; provided; however, that the payment of such amounts shall be contingent on closing the Bonds and Bond proceeds being deposited into the 2016 Construction Fund, Developer's Project Account as provided for herein and in the Bond Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. The Governing Body of the City has reviewed the Reimbursement Request, consulted with the City's engineering consultants and determined that the Reimbursement Request and supporting documentation are confirmed and hereby approve \$3,262,384.12 in Infrastructure Improvement Costs as qualified and eligible for reimbursement (the "Approved Eligible Costs").

SECTION 2. The Governing Body of the City hereby approves and authorizes disbursement from the 2016 Construction Fund, Developer's Project Account, established pursuant to Section 15 of the Bond Resolution, for the purpose of reimbursing the Developer for the Approved Eligible Costs. Such approval and disbursement shall be contingent on the closing of the Bonds and the deposit of Bond proceeds into the 2016 Construction Fund, Developer's Project Account, and shall in no event exceed the Approved Eligible Costs (the "Initial Reimbursement").

SECTION 3. Upon the final maturity of the Bonds and provided amounts on deposit in the 2016 Bonds Reserve Fund and the Tax Increment Surplus Fund established pursuant to Section 16 of the Bond Resolution are not necessary to make the debt service payment for the Bonds on the next Interest Payment Date for the Bonds, the City shall pay to the Developer only from available monies on deposit in the 2016 Bonds Reserve Fund and Tax Increment Surplus Fund an amount that shall not exceed the unreimbursed difference between the Approved Eligible Costs and the Initial Reimbursement (the "Unreimbursed Difference"). If the Unreimbursed Difference of Approved Eligible Costs exceeds the amount available in the 2016 Bonds Reserve Fund and Tax Increment Surplus Fund, the City shall only pay to the Developer the amount in 2016 Bonds Reserve Fund and Tax Increment Surplus Fund and shall not owe the Developer any further amounts.

SECTION 3. This Resolution shall become effective upon the adoption hereof.

Councilmember Carroll offered and moved for the adoption of the forgoing resolution, and Councilperson Dryden seconded the motion and the question being put to a roll call vote, the result was as follows:

YEAS: Bradley
Carroll
Dryden
Naylor

NAYS: None

ABSENT: Delgado

The Mayor thereby declared the motion carried and the Bond Resolution adopted, this the 2nd day of August, 2016.

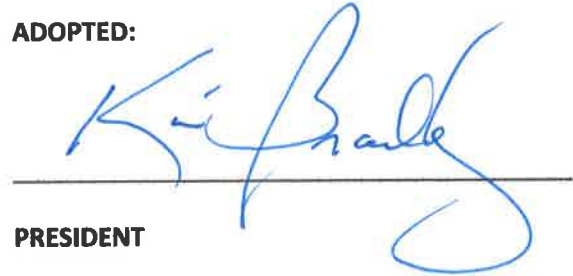
(SEAL)

ATTEST:



CLERK OF COUNCIL

ADOPTED:



PRESIDENT

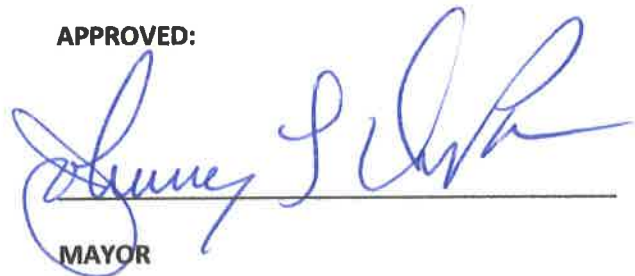
The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2st day of August, 2016.

ATTEST:



CITY CLERK

APPROVED:



MAYOR

A RESOLUTION AUTHORIZING AND APPROVING AN AMENDMENT TO PARAGRAPH 1 AND SECTIONS 4 AND 7 OF THE BOND RESOLUTION APPROVED BY THE MAYOR AND CITY COUNCIL ON JULY 5, 2016, IN CONNECTION WITH THE SALE AND ISSUANCE OF \$3,021,000 TAXABLE TAX INCREMENT LIMITED OBLIGATION BONDS, SERIES 2016 OF THE CITY OF HATTIESBURG, MISSISSIPPI.

WHEREAS, the Mayor and City Council (the "Governing Body") of the City of Hattiesburg, Mississippi (the "City"), acting for and on behalf of the City, hereby find, determine, adjudicate and declare as follows:

1. The Governing Body has determined it necessary to amend the bond resolution approved on July 5, 2016, by the Governing Body (the "Bond Resolution") in connection with the sale and issuance of the \$3,021,000 Taxable Tax Increment Limited Obligation Bonds, Series 2016 of the City of Hattiesburg, Mississippi (the "Bonds").

2. The Governing Body now finds and determines that it is necessary, advisable and in the public interest of the City that Paragraph 1 and Sections 4 and 7 of the Bond Resolution be amended as hereinafter provided to revise the principal and interest payment dates of the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY AS FOLLOWS:

SECTION 1. Paragraph 1 of the Bond Resolution is hereby amended to revise the definition of Bond Year as follows:

Bond Year" shall mean year ending August 1 each year.

SECTION 2. Section 4 (b) of the Bond Resolution is hereby amended to read as follows:

(b) The Bonds shall be registered as to both principal and interest; shall be dated the date of delivery, shall be issued in the principal denomination of \$1,000 each, or integral multiples thereof up to the amount of a single maturity; shall be numbered from one upward in the order of issuance; shall bear interest from the date thereof, payable on February 1 and August 1 (each an "**Interest Payment Date**") in the years and at the rate or rates specified in the Bond Purchase Agreement; and shall mature and become due and payable on April 1 in the years and in the principal amounts as set forth in the Bond Purchase Agreement of the Underwriter.

SECTION 3. Section 7 of the Bond Resolution is hereby deleted and replaced with the following:

Unless this 2016 Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Paying Agent or its agent for registration of transfer, exchange, or payment, and any 2016 Bond is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI
CITY OF HATTIESBURG
TAXABLE TAX INCREMENT LIMITED OBLIGATION BOND
SERIES 2016
(Whispering Pines Retirement Community Project)

NO. _____ \$ _____

<u>Rate of Interest</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP NO.</u>
4.00%	August 1, 20__	_____, 2016	_____

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS

The City of Hattiesburg, State of Mississippi (the "City"), a body politic existing under the Constitution and laws of the State of Mississippi (the "State"), acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America (the "United States") to the Registered Owner identified above, upon the presentation and surrender of this 2016 Bond, at the principal office of _____, _____, or its successor, as paying agent (the "Paying Agent") for the Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project) (the "Bonds"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this 2016 Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by _____, _____, or its successor, as transfer agent for the Bonds (the "Transfer Agent"), as of the 15th day of the calendar month preceding the maturity date hereof.

Capitalized terms not defined herein shall be as defined in the Bond Resolution, as hereinafter defined.

The City further promises to pay interest on such principal amount from the date of this 2016 Bond or from the most recent Interest Payment Date to which interest has been paid, on February 1 and August 1 of each year (each a "Interest Payment Date"), in the amounts and at the rate or rates specified in the Bond Purchase Agreement, until said principal sum is paid, to the Registered Owner hereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the 15th day of the calendar month preceding the applicable Interest Payment Date.

Payments of principal of and interest on this 2016 Bond shall be made by check or draft mailed on each Interest Payment Date to such Registered Owner at his address as it appears on such registration records. The Registered Owner hereof may change such address by written notice to the Transfer Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Transfer Agent, such notice to be received by the Transfer

Agent not later than the 15th day of the calendar month preceding the applicable principal or Interest Payment Date.

This 2016 Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to denomination, number, rate of interest and date of maturity, issued in the aggregate authorized principal amount of Not to Exceed Four Million Dollars (\$4,000,000) to raise money for the purpose of paying the costs of constructing the Infrastructure Improvements, funding the 2016 Bonds Reserve Fund and paying costs of issuance for the Bonds (as hereinafter defined).

This 2016 Bond is issued under the authority of the Constitution and statutes of the State, including Sections 21-45-1 through 21-45-21, Mississippi Code of 1972, as amended and/or supplemented from time to time, and by the further authority of proceedings duly had by the Governing Body of the City, including a resolution adopted on July 5, 2016 (the "Bond Resolution").

The Bonds are subject to mandatory redemption on any Interest Payment Date, in inverse order of maturity, from funds transferred to the 2016 Bond Fund from the 2016 Construction Fund representing excess funds not utilized for the Infrastructure Improvements remaining in the 2016 Construction Fund; provided, however, if the moneys transferred from the 2016 Construction Fund to the 2016 Bond Fund total less than \$1,000, such moneys shall be used on the following Interest Payment Date for the Bonds to pay interest or principal and interest due on the Bonds.

The Bonds are subject to optional redemption prior to their stated dates of maturity to the extent provided in the Bond Purchase Agreement.

Notice of redemption identifying the numbers of Bonds or portions thereof to be redeemed shall be given to the Registered Owners thereof by first class mail at least thirty (30) days (or such shorter period approved by the Registered Owners) and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.

The Bonds are registered as to both principal and interest. The Bonds are to be issued or reissued in the denomination of \$1,000 each, or integral multiples thereof up to the amount of a single maturity.

This 2016 Bond may be transferred or exchanged by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal office of the Transfer Agent, but only in the manner, subject to the limitations in the Bond Resolution, and upon surrender and

cancellation of this 2016 Bond. Upon such transfer or exchange, a new 2016 Bond or Bonds of like aggregate principal amount in authorized denominations of the same maturity will be issued.

The City and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds are and will continue to be payable as to principal and interest out of and secured by the incremental increase in the ad valorem tax revenues generated by the ad valorem tax levied by the City and Forrest County, Mississippi ("Forrest County"), on the real and personal property thereon that constitutes a part of the Redevelopment Project and District Property. **THE BONDS WILL CONSTITUTE LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE TAX INCREMENT, AS DEFINED IN THE BOND RESOLUTION, AND FROM OTHER MONIES PLEDGED THEREFOR. NEITHER THE FAITH, CREDIT, OR TAXING POWER OF THE CITY NOR THE FAITH, CREDIT, OR TAXING POWER OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS.**

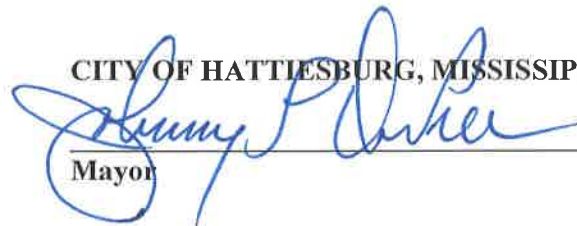
The City has further pledged funds available in the 2016 Bonds Reserve Fund and Tax Increment Surplus Fund.

This 2016 Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Bond Resolution until the certificate of registration and authentication hereon shall have been signed by the Transfer Agent.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds, in order to make the same legal and binding limited obligations of the City, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law.

IN WITNESS WHEREOF, the City has caused this 2016 Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, countersigned by the manual or facsimile signature of the Clerk of the City, under the manual or facsimile seal of the City, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal.

CITY OF HATTIESBURG, MISSISSIPPI



Mayor

COUNTERSIGNED:



City Clerk
(seal)

There shall be printed in the lower left portion of the face of, or attached to, the Bonds a registration and authentication certificate in substantially the following form:

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This 2016 Bond is one of the Bonds described in the within mentioned Bond Resolution and is one of the City of Hattiesburg, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project).

_____ as Transfer Agent

BY: _____ Authorized Officer

Date of Registration and Authentication: _____

There shall be printed on the reverse of, or attached to, the Bonds a registration and validation certificate and an assignment form in substantially the following form:

REGISTRATION AND VALIDATION CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF FORREST

CITY OF HATTIESBURG

I, the undersigned City Clerk of the City of Hattiesburg, Mississippi, do hereby certify that the within 2016 Bond has been duly registered by me as an obligation of said City pursuant to law in a record kept in my office for that purpose, and has been validated and confirmed by Decree of the Chancery Court of Forrest County, Mississippi, rendered on the ____ day of _____, 2016.

(seal)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

the within 2016 Bond and does hereby irrevocably constitute and appoint _____, _____, Mississippi, as Transfer Agent to transfer the said 2016 Bond on the records kept for registration thereof with full power of substitution in the premises.

NOTICE: The signature to this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within 2016 Bond in every particular, without any alteration whatever.

Signatures guaranteed:

NOTICE: Signature(s) must be guaranteed by an approved eligible guarantor institution, an institution that is a participant in a Securities Transfer Association recognized signature guarantee program.

(Authorized Officer)

Date of Assignment: _____

Insert Social Security Number or Other

Tax Identification Number of Assignee: _____

SECTION 4. If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provision hereof.

SECTION 5. All resolutions or parts thereof in conflict with this resolution, to the extent of such conflict only, are hereby repealed.

SECTION 6. The preparation of the Bonds for delivery being now immediately necessary, this resolution shall become effective immediately upon the adoption hereof.

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
Carroll
Dryden
Naylor

NAYS: None

ABSENT: Delgado

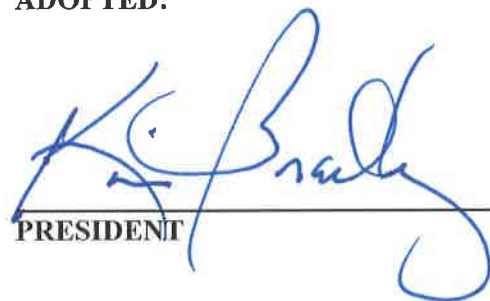
The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 2nd day of August, 2016.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd 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: 2016-2833

File ID: 2016-2833

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/27/2016

Brief Title: Budget Amendments, August 2, 2016

Final Action: 08/02/2016

Minute Book Number: MB2016-194

Title:

Adopt the August 2, 2016 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2016 and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

Notes:

Sponsors:

Enactment Date:

Attachments: Memo 08-2-16, Amendments 08-02-16, executed
Amendments 08-02-16 RES#2016-112

Enactment Number:

Contact:

Meeting Date: 08/02/2016

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/02/2016	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Adopt the August 2, 2016 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2016 and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.							
Following discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Carroll, Dryden and Naylor							
Nays: 0							
Absent: 1 - Delgado							
Yea: 4 Council Member Bradley Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2016-2833

Title

Adopt the August 2, 2016 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2016 and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

Summary

Budget Amendments, August 2, 2016

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

To: Mayor DuPree; Members of City Council
From: Sharon Waits, CFO
Date: August 2, 2016
Subject: Proposed Budget Amendments

Most of the adjustments below are moving funds from one category to another to cover anticipated expenses to make it through the end of the fiscal year. One item of note is the recognition of the \$3,000,000 settlement received from Hercules. While this amendment includes the revenue, the expense side of this transaction is not yet budgeted. The administration is working on a proposal for the use of these funds. The recognition of this item skews the ending cash balance. Without this item, the ending cash balance would be \$1,892,634.

Please call me at 601-545-4680 if you have any questions.

Budgeted Ending Cash:		\$	1,897,134
Revenue Adjustments:			
Homeland Security Grant	40,000		
Special Duty Reimbursements	83,300		
Hercules Settlement	3,000,000		
		\$	3,123,300
Expenditure Adjustments:			
Urban Development - Computer, additional consultant fees	(11,545)		
General Gov't Building - increase repairs & maintenance for roof repairs	(13,600)		
General Gov't Insurance & Other Ser. - decrease budget for settlement of claims	105,000		
Police - budget for Homeland Sec grant, decrease supplies budget to help cover special duty overtime expenses	10,000		
Fire - shift funds between supplies and other services as requested, nets to zero	-		
Contractual Services Public Safety - budget for special duty overtime expenses	(132,155)		
Parking - purchase shuttle bus, budget for 2 part time drivers	(55,500)		
Transfer to Parks & Rec	(30,000)		
			(127,800)
Amended Ending Cash - General Fund		\$	4,892,634
Parks & Recreation Fund:			
Pressure washing in downtown area		\$	50,000
Municipal Fire Protection			
Budget for fire truck lease payments		\$	32,775
Water & Sewer Operations			
Water Billing - budget for meter locks		\$	7,000
Sewer - Increase budget for repairs and maintenance, chemicals		\$	300,000
Lagoon - Increase budget for repairs and maintenance for aerators, legal fees		\$	400,000
Water & Sewer Construction			
Increase budget for engineering and legal services		\$	500,000
TIF Construction Fund			
Budget for sale of bonds, issuance costs, contractor reimbursement for Whispering Pines TIF		\$	2,794,000

RESOLUTION

WHEREAS, the Mayor and City Council of the City of Hattiesburg, Mississippi, have determined that expenditures within the City will exceed the original budget appropriation; and

WHEREAS, the additional appropriation needed is in excess of ten percent (10%) of the original appropriation, and in accordance with Section 21-35-25 of the Mississippi Code of 1972, as amended, shall be published;

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

Section 1. That the following budget amendments are hereby authorized to be made in the City’s General Fund Fire Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$284,740	\$31,878	\$316,618	Adjust for prior yr purchase orders, increase budget for equipment repair & maintenance

Section 2. That the following budget amendments are hereby authorized to be made in the City’s General Fund Contractual Services Public Safety Personal Services Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$0	\$166,000	\$166,000	Budget for Special Duty overtime for Police

Section 3. That the following budget amendments are hereby authorized to be made in the City’s General Fund Public Services Capital Outlays Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$254,310	\$49,831	\$304,141	Budget for purchase of used Kubota boom mower

Section 4. That the following budget amendments are hereby authorized to be made in the City’s General Fund Parking Garages Capital Outlays Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$0	\$51,000	\$51,000	Budget for purchase of small bus for downtown shuttle

Section 5. That the following budget amendments are hereby authorized to be made in the City’s Parks and Recreation Maintenance Other Services and Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$758,999	\$30,000	\$862,713	Budget for pressure washing downtown sidewalks

Section 6. That the following budget amendments are hereby authorized to be made in the City’s Municipal Fire Protection Fund Capital Leases Principal Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$161,260	\$30,985	\$192,245	Budget for Firetruck lease

Section 7. That the following budget amendments are hereby authorized to be made in the City’s Municipal Fire Protection Fund Capital Leases Interest Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$10,825	\$1,790	\$12,615	Budget for Firetruck lease

Section 8. That the following budget amendments are hereby authorized to be made in the City’s Water and Sewer Operations and Maintenance Other Services and Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$4,859,150	\$681,891	\$5,541,041	Increase budget for sewer repairs

Section 9. That the following budget amendments are hereby authorized to be made in the City’s Water and Sewer Operations and Maintenance Capital Outlays Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$820,000	\$169,961	\$989,961	Budget for prior yr purchase orders, increase budget for aerator repair contract

Section 10. That the following budget amendments are hereby authorized to be made in the City’s Water and Sewer Construction Fund Other Services and Charges Unappropriated Fund

Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$1,208,000	\$1,000,000	\$2,208,000	Increase budget for engineering and legal services

Section 11. That the following budget amendments are hereby authorized to be made in
the City’s TIF Construction Fund Other Services and Charges Unappropriated Fund

Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$0	\$333,001	\$333,001	Budget issuance costs for Hattiesburg Clinic TIF, Midtown TIF, Whispering Pines TIF

Section 12. That the following budget amendments are hereby authorized to be made in
the City’s TIF Construction Fund Capital Outlays Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$0	\$4,558,164	\$4,558,164	Budget bond proceeds for Hattiesburg Clinic TIF, Midtown TIF, Whispering Pines TIF

Section 13. That the following budget amendments are hereby authorized to be made in
the City’s Series 2013 Water & Sewer Revenue Construction Fund Other Services & Charges

Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$4,000,000	\$4,000,000	\$8,000,000	Increase Engineering budget

Section 14. That the following budget amendments are hereby authorized to be made in
the City’s Series 2013 Water & Sewer Revenue Construction Fund Capital Outlays

Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$10,927,400	\$3,737,186	\$7,190,214	Decrease Capital budget

Section 15. That public interest and necessity requiring same, this resolution shall become
effective immediately from and after passage, but nevertheless to be published according to law.

The above and foregoing Resolution, after having been first reduced to writing, was

introduced by Councilperson _____, seconded by Councilperson _____, and was adopted by the following, to wit;

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 2nd day of August, 2016.

(S E A L)

ATTEST:	ADOPTED:
_____	_____
CLERK OF COUNCIL	PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of August, 2016.

ATTEST:	APPROVED:
_____	_____
CITY CLERK	MAYOR

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Amended Budgets	Feb Amend'ts	Amended Budgets	Proposed May Amend'ts	Proposed Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
<u>Revenues & Beg. Cash Balance:</u>											
Taxes -Other	\$28,000		\$28,000		\$28,000		\$28,000		\$28,000		\$28,000
Licenses & Permits	4,514,300		4,514,300		\$4,514,300		\$4,514,300		\$4,514,300		\$4,514,300
Intergovernmental Revenues:							\$0		\$0		\$0
Federal	569,012		569,012		\$569,012		\$569,012	25,662	\$594,674	40,000	\$634,674
State	193,953		193,953		\$193,953		\$193,953		\$193,953		\$193,953
State-Shared	22,494,000		22,494,000		\$22,494,000		\$22,494,000		\$22,494,000		\$22,494,000
County/City Shared	69,147		69,147		\$69,147		\$69,147	1,801	\$70,948		\$70,948
Charges for Services:					\$0		\$0		\$0		\$0
Public Safety	42,000		42,000		\$42,000		\$42,000		\$42,000	83,300	\$125,300
Streets	7,000		7,000		\$7,000		\$7,000		\$7,000		\$7,000
Sanitation	2,250,000		2,250,000		\$2,250,000		\$2,250,000		\$2,250,000		\$2,250,000
Misc.	0		0		\$0		\$0	69,704	\$69,704	3,000,000	\$3,069,704
Fines & Forf.	1,851,000		1,851,000		\$1,851,000		\$1,851,000		\$1,851,000		\$1,851,000
Misc. Revenues	161,700	3,000	164,700		\$164,700		\$164,700		\$164,700		\$164,700
Transfers-In	623,000		623,000		\$623,000		\$623,000		\$623,000		\$623,000
Non-Revenue Receipts	3,030,860		3,030,860		\$3,030,860		\$3,030,860		\$3,030,860		\$3,030,860
TOTAL REVENUES EXCLUSIVE OF PROPERTY TAXES	\$35,833,972	\$3,000	\$35,836,972	\$0	\$35,836,972	\$0	\$35,836,972	\$97,167	\$35,934,139	\$3,123,300	\$39,057,439
Beg. Fund Balance	6,000,000	263,592	6,263,592		\$6,263,592		6,263,592		6,263,592		6,263,592
Property Tax Levy	14,278,000	0	14,278,000		\$14,278,000		14,278,000		14,278,000		14,278,000
TOTAL AVAIL. REVENUES	\$56,111,972	\$266,592	\$56,378,564	\$0	\$56,378,564	\$0	\$56,378,564	\$97,167	\$56,475,731	\$3,123,300	\$59,599,031
<u>THE GENERAL FUND EXPENDITURE BUDGETS:</u>											
City Council											
Personnel	\$253,555		\$253,555		\$253,555		253,555		253,555		253,555
Supplies & Expenses	3,400		3,400		\$3,400		3,400		3,400		3,400
Other Services & Charges	125,285	1,347	126,632		\$126,632		126,632		126,632		126,632
Capital Outlays	0		0		\$0		0		0		0
Total - City Council	\$382,240	\$1,347	\$383,587	\$0	\$383,587	\$0	\$383,587	0	\$383,587	0	\$383,587
City Court											
Personnel	\$986,490		\$986,490		\$986,490		986,490		986,490		986,490
Supplies & Expenses	14,550	5,000	19,550		\$19,550		19,550		19,550		19,550
Other Services & Charges	524,850	-5,000	519,850		\$519,850		519,850	50,000	569,850		569,850
Capital Outlays	0		0		\$0		0		0		0
Total - City Court	\$1,525,890	\$0	\$1,525,890	\$0	\$1,525,890	\$0	\$1,525,890	50,000	\$1,575,890	0	\$1,575,890

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Amended Budgets	Feb Amend'ts	Amended Budgets	Proposed May Amend'ts	Proposed Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
Mayor/Admin.											
Personnel	\$570,755		\$570,755		\$570,755		570,755		570,755		570,755
Supplies & Expenses	28,324	558	28,882		\$28,882		28,882	-13,855	15,027		15,027
Other Services & Charges	215,865	37,341	253,206		\$253,206		253,206	13,855	267,061		267,061
Capital Outlays	1,500	500	2,000		\$2,000	1,700	3,700		3,700		3,700
Total - Mayor/Admin.	\$816,444	\$38,399	\$854,843	\$0	\$854,843	\$1,700	\$856,543	0	\$856,543	0	\$856,543
Elections											
Personnel	\$0		\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0		0
Other Services & Charges	0		0		\$0		0		0		0
Capital Outlays	0		0		\$0		0		0		0
Total - Elections	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0
Muni. Clerk											
Personnel	\$170,650		\$170,650		\$170,650		\$170,650		\$170,650		\$170,650
Supplies & Expenses	4,080	736	4,816		\$4,816		4,816		4,816		4,816
Other Services & Charges	28,175		28,175		\$28,175		28,175		28,175		28,175
Capital Outlays	0		0		\$0		0		0		0
Total - Muni Clerk	\$202,905	\$736	\$203,641	\$0	\$203,641	\$0	\$203,641	0	\$203,641	0	\$203,641
Accounting											
Personnel	\$246,584		\$246,584		\$246,584		\$246,584		\$246,584		\$246,584
Supplies & Expenses	4,638	879	5,517		\$5,517		5,517		5,517	-1,100	4,417
Other Services & Charges	3,020		3,020		\$3,020		3,020		3,020	1,100	4,120
Capital Outlays	0		0		\$0		0		0		0
Total - Accounting	\$254,242	\$879	\$255,121	\$0	\$255,121	\$0	\$255,121	0	\$255,121	0	\$255,121
Purchasing											
Personnel	\$159,464		\$159,464		\$159,464		\$159,464		\$159,464		\$159,464
Supplies & Expenses	7,500		7,500		\$7,500		7,500		7,500		7,500
Other Services & Charges	1,480		1,480		\$1,480		1,480		1,480		1,480
Capital Outlays			0		\$0		0		0		0
Total - Purchasing	\$168,444	\$0	\$168,444	\$0	\$168,444	\$0	\$168,444	0	\$168,444	0	\$168,444
City Attorney											
Personnel	\$101,285		\$101,285		\$101,285		\$101,285		\$101,285		\$101,285
Supplies & Expenses	0		0		\$0		0		0		0
Other Services & Charges	9,100		9,100		\$9,100		9,100		9,100		9,100
Capital Outlays	0		0		\$0		0		0		0
Total - City Attorney	\$110,385	\$0	\$110,385	\$0	\$110,385	\$0	\$110,385	0	\$110,385	0	\$110,385

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Amended Budgets	Feb Amend'ts	Amended Budgets	Proposed May Amend'ts	Proposed Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
Human Resources											
Personnel	\$181,754		\$181,754		\$181,754		\$181,754		\$181,754		\$181,754
Supplies & Expenses	7,391		7,391		\$7,391		7,391	3,600	10,991		10,991
Other Services & Charges	6,395		6,395		\$6,395		6,395	6,610	13,005		13,005
Capital Outlays	0		0		\$0		0		0		0
Total - Human Resources	\$195,540	\$0	\$195,540	\$0	\$195,540	\$0	\$195,540	10,210	\$205,750	0	\$205,750
Loss Control											
Personnel	\$109,927		\$109,927		\$109,927		\$109,927		\$109,927		\$109,927
Supplies & Expenses	8,190		8,190		\$8,190		8,190		8,190		8,190
Other Services & Charges	2,860		2,860		\$2,860		2,860		2,860		2,860
Capital Outlays	0		0		\$0		0		0		0
Total - Loss Control	\$120,977	\$0	\$120,977	\$0	\$120,977	\$0	\$120,977	0	\$120,977	0	\$120,977
Urban Development											
Personnel	\$532,320		\$532,320		\$532,320	\$4,936	\$537,256		\$537,256		\$537,256
Supplies & Expenses	27,374	134	27,508		\$27,508		27,508		27,508	1,200	28,708
Other Services & Charges	75,681	1,058	76,739		\$76,739	8,000	84,739		84,739	10,345	95,084
Capital Outlays	0		0		\$0		0		0		0
Total - Urban Dev.	\$635,375	\$1,192	\$636,567	\$0	\$636,567	\$12,936	\$649,503	0	\$649,503	11,545	\$661,048
Information Systems											
Personnel	\$402,717		\$402,717		\$402,717		\$402,717		\$402,717		\$402,717
Supplies & Expenses	47,650		47,650		\$47,650		47,650		47,650		47,650
Other Services & Charges	432,310	13,866	446,176		\$446,176		446,176	60,000	506,176		506,176
Capital Outlays	280,000	5,640	285,640		\$285,640		285,640		285,640		285,640
Total - Inf. Systems	\$1,162,677	\$19,506	\$1,182,183	\$0	\$1,182,183	\$0	\$1,182,183	60,000	\$1,242,183	0	\$1,242,183
Gen. Gov't Building											
Personnel			\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	23,330	2,136	25,466		\$25,466		25,466		25,466		25,466
Other Services & Charges	176,624	1,055	177,679		\$177,679		177,679		177,679	13,600	191,279
Capital Outlays	500,000		500,000		\$500,000		500,000	347,518	847,518		847,518
Total - Gen. Gov't Building	\$699,954	\$3,191	\$703,145	\$0	\$703,145	\$0	\$703,145	347,518	\$1,050,663	13,600	\$1,064,263
Intermodal Facility (Depot) O & M:											
Personnel	\$0		\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	8,750		8,750		\$8,750		8,750		8,750		8,750
Other Services & Charges	176,200		176,200		\$176,200		176,200	-100,000	76,200		76,200
Capital Outlays	0		0		\$0		0	100,000	100,000		100,000
Total - Depot O & M	\$184,950	\$0	\$184,950	\$0	\$184,950	\$0	\$184,950	0	\$184,950	0	\$184,950

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Amended Budgets	Feb Amend'ts	Amended Budgets	Proposed May Amend'ts	Proposed Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
Metro Planning											
Personnel	\$256,497		\$256,497		\$256,497		\$256,497	894	\$257,391		\$257,391
Supplies & Expenses	14,500		14,500		\$14,500		14,500		14,500		14,500
Other Services & Charges	89,500		89,500		\$89,500		89,500		89,500		89,500
Capital Outlays	24,000		24,000		\$24,000		24,000		24,000		24,000
Total - Metro Planning	\$384,497	\$0	\$384,497	\$0	\$384,497	\$0	\$384,497	894	\$385,391	0	\$385,391
Gen. Gov't Insurance/Other serv.											
Personnel	\$3,211		\$3,211		\$3,211		\$3,211		\$3,211		\$3,211
Supplies & Expenses	1,200		1,200		\$1,200		1,200		1,200		1,200
Other Services & Charges	3,939,050	1,310	3,940,360		\$3,940,360		3,940,360	2,500	3,942,860	-105,000	3,837,860
Capital Outlays			0		\$0		0		0		0
Total - Gen. Gov't Insur/other Serv.	\$3,943,461	\$1,310	\$3,944,771	\$0	\$3,944,771	\$0	\$3,944,771	2,500	\$3,947,271	-105,000	\$3,842,271
Federal Programs Administration											
Personnel	\$318,065		318,065		\$318,065	-\$70,559	247,506	-894	246,612		246,612
Supplies	5,000		5,000		\$5,000		5,000		5,000		5,000
Other Services & Charges	45,000		45,000		\$45,000		45,000		45,000		45,000
Capital Outlay	0		0		\$0		0		0		0
Total - Federal Programs Admin.	\$368,065	\$0	\$368,065	\$0	\$368,065	-\$70,559	\$297,506	-\$894	\$296,612	\$0	\$296,612
Recap - General Government Cost Centers											
Personnel	\$4,293,274	\$0	\$4,293,274	\$0	\$4,293,274	-\$65,623	\$4,227,651	\$0	\$4,227,651	\$0	\$4,227,651
Supplies & Expenses	\$205,877	\$9,443	\$215,320	\$0	\$215,320	\$0	\$215,320	-\$10,255	\$205,065	\$100	\$205,165
Other Services & Charges	\$5,851,395	\$50,977	\$5,902,372	\$0	\$5,902,372	\$8,000	\$5,910,372	\$32,965	\$5,943,337	-\$79,955	\$5,863,382
Capital Outlays	\$805,500	\$6,140	\$811,640	\$0	\$811,640	\$1,700	\$813,340	\$447,518	\$1,260,858	\$0	\$1,260,858
Total - Gen. Government	\$11,156,046	\$66,560	\$11,222,606	\$0	\$11,222,606	-\$55,923	\$11,166,683	470,228	\$11,636,911	-79,855	\$11,557,056
Police											
Personnel	\$10,575,835		\$10,575,835		\$10,575,835		\$10,575,835		\$10,575,835		\$10,575,835
Supplies & Expenses	712,000	33,782	745,782		\$745,782		745,782		745,782	-50,000	695,782
Other Services & Charges	493,824	22,719	516,543		\$516,543		516,543	5,000	521,543		521,543
Capital Outlays	800,998		800,998		\$800,998		800,998		800,998	40,000	840,998
Total - Police	\$12,582,657	\$56,501	\$12,639,158	\$0	\$12,639,158	\$0	\$12,639,158	5,000	\$12,644,158	-10,000	\$12,634,158
Police & Fire Training											
Personnel	\$35,810		\$35,810		\$35,810		\$35,810		\$35,810		\$35,810
Supplies & Expenses	130,000	\$12,647	142,647		\$142,647		142,647	-4,500	138,147		138,147
Other Services & Charges	79,600	2,340	81,940		\$81,940		81,940	32,728	114,668		114,668
Capital Outlays	0	0	0		\$0		0		0		0
Total - Police & Fire Training	\$245,410	\$14,987	\$260,397	\$0	\$260,397	\$0	\$260,397	28,228	\$288,625	0	\$288,625

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Amended Budgets	Feb Amend'ts	Amended Budgets	Proposed May Amend'ts	Proposed Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
Fire											
Personnel	\$7,321,758		\$7,321,758		\$7,321,758		\$7,321,758		\$7,321,758		\$7,321,758
Supplies & Expenses	306,508	2,651	309,159		\$309,159		309,159		309,159	-24,000	285,159
Other Services & Charges	284,740	11,878	296,618		\$296,618		296,618		296,618	20,000	316,618
Capital Outlays	0		0		\$0		0		0	4,000	4,000
Total - Fire Dept.	\$7,913,006	\$14,529	\$7,927,535	\$0	\$7,927,535	\$0	\$7,927,535	0	\$7,927,535	0	\$7,927,535
Code Enforcement											
Personnel	\$607,436		\$607,436		\$607,436		\$607,436	2,110	\$609,546		\$609,546
Supplies & Expenses	25,938	1,965	27,903		\$27,903		27,903		27,903		27,903
Other Services & Charges	115,592	1,053	116,645		\$116,645		116,645		116,645		116,645
Capital Outlays	0	2,503	2,503		\$2,503		2,503		2,503		2,503
Total - Code Enforcement	\$748,966	\$5,521	\$754,487	\$0	\$754,487	\$0	\$754,487	2,110	\$756,597	0	\$756,597
Contractual Services - Public Safety											
Personnel	\$0		\$0		\$0		\$0		\$0	166,000	\$166,000
Supplies & Expenses	0		0		\$0		0		0		0
Other Services & Charges	1,501,000		1,501,000		\$1,501,000		1,501,000		1,501,000	-33,845	1,467,155
Capital Outlays			0		\$0		0		0		0
Total - Cont. Serv. - Public Safety	\$1,501,000	\$0	\$1,501,000	\$0	\$1,501,000	\$0	\$1,501,000	0	\$1,501,000	132,155	\$1,633,155
<u>Public Services Cost Centers:</u>											
Traffic Maint.											
Personnel	\$438,006		\$438,006		\$438,006		\$438,006		\$438,006		\$438,006
Supplies & Expenses	143,570		143,570		\$143,570		143,570		143,570		143,570
Other Services & Charges	50,400		50,400		\$50,400		50,400		50,400		50,400
Capital Outlays	25,000		25,000		\$25,000		25,000		25,000		25,000
Total - Traffic Maint.	\$656,976	\$0	\$656,976	\$0	\$656,976	\$0	\$656,976	0	\$656,976	0	\$656,976
Streets											
Personnel	\$1,838,623		\$1,838,623		\$1,838,623		\$1,838,623		\$1,838,623		\$1,838,623
Supplies & Expenses	485,700	7,263	492,963		\$492,963		492,963		492,963		492,963
Other Services & Charges	1,501,500	102,265	1,603,765		\$1,603,765		1,603,765		1,603,765	-38,831	1,564,934
Capital Outlays	110,000		110,000		\$110,000		110,000		110,000	38,831	148,831
Total - Streets	\$3,935,823	\$109,528	\$4,045,351	\$0	\$4,045,351	\$0	\$4,045,351	0	\$4,045,351	0	\$4,045,351

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Amended Budgets	Feb Amend'ts	Amended Budgets	Proposed May Amend'ts	Proposed Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
Street Lights											
Personnel			\$0		\$0		\$0		\$0		\$0
Supplies & Expenses			0		\$0		0		0		0
Other Services & Charges	1,170,000		1,170,000		\$1,170,000		1,170,000		1,170,000		1,170,000
Capital Outlays	0		0		\$0		0		0		0
Total - Street Lights	\$1,170,000	\$0	\$1,170,000	\$0	\$1,170,000	\$0	\$1,170,000	0	\$1,170,000	0	\$1,170,000
Engineering											
Personnel	\$381,530		\$381,530		\$381,530	\$1,846	\$383,376		\$383,376		\$383,376
Supplies & Expenses	9,600		9,600		\$9,600		9,600		9,600		9,600
Other Services & Charges	298,900	2,565	301,465		\$301,465	8,500	309,965		309,965		309,965
Capital Outlays	26,100		26,100		\$26,100		26,100		26,100		26,100
Total - Engineering	\$716,130	\$2,565	\$718,695	\$0	\$718,695	\$10,346	\$729,041	0	\$729,041	0	\$729,041
Shop											
Personnel	\$511,757		\$511,757		\$511,757		\$511,757		\$511,757		\$511,757
Supplies & Expenses	45,000	1,899	46,899		\$46,899		46,899		46,899		46,899
Other Services & Charges	47,000		47,000		\$47,000		47,000		47,000		47,000
Capital Outlays	0		0		\$0		0		0		0
Total - Shop	\$603,757	\$1,899	\$605,656	\$0	\$605,656	\$0	\$605,656	0	\$605,656	0	\$605,656
GOFS											
Personnel	\$270,708		\$270,708		\$270,708		\$270,708		\$270,708		\$270,708
Supplies & Expenses	9,900		9,900		\$9,900		9,900		9,900		9,900
Other Services & Charges	15,000	1,500	16,500		\$16,500		16,500		16,500		16,500
Capital Outlays	0		0		\$0		0		0		0
Total - GOFS	\$295,608	\$1,500	\$297,108	\$0	\$297,108	\$0	\$297,108	0	\$297,108	0	\$297,108
Drainage											
Personnel	\$193,495		\$193,495		\$193,495	\$6,813	\$200,308		\$200,308		\$200,308
Supplies & Expenses	55,500	16,250	71,750		\$71,750		71,750		71,750		71,750
Other Services & Charges	245,000		245,000		\$245,000		245,000		245,000		245,000
Capital Outlays	13,210		13,210		\$13,210		13,210	11,000	24,210		24,210
Total - Drainage	\$507,205	\$16,250	\$523,455	\$0	\$523,455	\$6,813	\$530,268	11,000	\$541,268	0	\$541,268

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Amended Budgets	Feb Amend'ts	Amended Budgets	Proposed May Amend'ts	Proposed Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
Construction											
Personnel	\$723,870		\$723,870		\$723,870		\$723,870		\$723,870		\$723,870
Supplies & Expenses	185,000	1,929	186,929		\$186,929		186,929		186,929		186,929
Other Services & Charges	148,000	1,432	149,432		\$149,432		149,432		149,432		149,432
Capital Outlays	25,000	0	25,000		\$25,000		25,000		25,000		25,000
Total - Construction	\$1,081,870	\$3,361	\$1,085,231	\$0	\$1,085,231	\$0	\$1,085,231	0	\$1,085,231	0	\$1,085,231
Sanitation											
Personnel	\$1,460,225		1,460,225		\$1,460,225		\$1,460,225		\$1,460,225		\$1,460,225
Supplies & Expenses	310,090	1,052	311,142		\$311,142		311,142		311,142		311,142
Other Services & Charges	1,194,050	5,598	1,199,648		\$1,199,648		1,199,648	2,500	1,202,148		1,202,148
Capital Outlays	0		0		\$0		0		0		0
Total - Sanitation	\$2,964,365	\$6,650	\$2,971,015	\$0	\$2,971,015	\$0	\$2,971,015	2,500	\$2,973,515	0	\$2,973,515
Street Cleaning											
Personnel	\$81,577		\$81,577		\$81,577		\$81,577		\$81,577		\$81,577
Supplies & Expenses	19,200		19,200		\$19,200		19,200		19,200		19,200
Other Services & Charges	4,600		4,600		\$4,600		4,600		4,600		4,600
Capital Outlays	0		0		\$0		0		0		0
Total - Street Cleaning	\$105,377	\$0	\$105,377	\$0	\$105,377	\$0	\$105,377	0	\$105,377	0	\$105,377
Health											
Personnel	\$477,936		\$477,936		\$477,936		\$477,936		\$477,936		\$477,936
Supplies & Expenses	151,000		151,000		\$151,000		151,000		151,000		151,000
Other Services & Charges	8,700		8,700		\$8,700		8,700		8,700		8,700
Capital Outlays	55,000		55,000		\$55,000		55,000		55,000		55,000
Total - Health	\$692,636	\$0	\$692,636	\$0	\$692,636	\$0	\$692,636	0	\$692,636	0	\$692,636
Recap - Public Services:											
Personnel	\$6,377,727	\$0	\$6,377,727	\$0	\$6,377,727	\$8,659	\$6,386,386	0	\$6,386,386	0	\$6,386,386
Supplies & Expenses	\$1,414,560	28,393	1,442,953	0	\$1,442,953	0	1,442,953	0	1,442,953	0	1,442,953
Other Services & Charges	\$4,683,150	113,360	4,796,510	0	\$4,796,510	8,500	4,805,010	2,500	4,807,510	-38,831	4,768,679
Capital Outlays	\$254,310	0	254,310	0	\$254,310	0	254,310	11,000	265,310	38,831	304,141
Total - Public Services	\$12,729,747	\$141,753	\$12,871,500	\$0	\$12,871,500	\$17,159	\$12,888,659	13,500	\$12,902,159	0	\$12,902,159
Animal Control											
Personnel	\$157,382		\$157,382		\$157,382		\$157,382		\$157,382		\$157,382
Supplies & Expenses	20,400		20,400		\$20,400		20,400		20,400		20,400
Other Services & Charges	124,883		124,883		\$124,883		124,883		124,883		124,883
Capital Outlays	44,000		44,000		\$44,000		44,000		44,000		44,000
Total - Animal Control	\$346,665	\$0	\$346,665	\$0	\$346,665	\$0	\$346,665	0	\$346,665	0	\$346,665

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Amended Budgets	Feb Amend'ts	Amended Budgets	Proposed May Amend'ts	Proposed Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
Human/Social Assist.											
Personnel			\$0		\$0		\$0		\$0		\$0
Supplies & Expenses			0		\$0		0		0		0
Other Services & Charges	199,500		199,500		\$199,500		199,500	2,500	202,000		202,000
Capital Outlays			0		\$0		0		0		0
Total - Human/Social Assist.	\$199,500	\$0	\$199,500	\$0	\$199,500	\$0	\$199,500	2,500	\$202,000	0	\$202,000
Economic Dev.											
Personnel			\$0		\$0		\$0		\$0		\$0
Supplies & Expenses			0		\$0		0		0		0
Other Services & Charges	230,000		230,000		\$230,000		230,000		230,000		230,000
Capital Outlays			0		\$0		0		0		0
Total - Economic Dev.	\$230,000	\$0	\$230,000	\$0	\$230,000		\$230,000	0	\$230,000	0	\$230,000
Debt Service											
Principal	\$1,066,494		\$1,066,494		\$1,066,494		\$1,066,494		\$1,066,494		\$1,066,494
Interest	87,960		\$87,960		\$87,960		\$87,960		\$87,960		\$87,960
Total Debt Service	\$1,154,454	\$0	\$1,154,454	\$0	\$1,154,454	\$0	\$1,154,454	0	\$1,154,454	0	\$1,154,454
Airport											
Personnel	\$79,355		\$79,355		\$79,355		\$79,355		\$79,355		\$79,355
Supplies & Expenses	38,000		38,000		\$38,000		38,000		38,000		38,000
Other Services & Charges	85,000	958	85,958		\$85,958		85,958		85,958		85,958
Capital Outlays	0		0		\$0		0		0		0
Total - Airport	\$202,355	\$958	\$203,313	\$0	\$203,313	\$0	\$203,313	0	\$203,313	0	\$203,313
Cemetery											
Personnel	\$757,203		\$757,203		\$757,203		\$757,203		\$757,203		\$757,203
Supplies & Expenses	88,700		88,700		\$88,700		88,700		88,700		88,700
Other Services & Charges	50,300		50,300		\$50,300		50,300		50,300		50,300
Capital Outlays	102,500		102,500		\$102,500	15,000	117,500		117,500		117,500
Total - Cemetery	\$998,703	\$0	\$998,703	\$0	\$998,703	\$15,000	\$1,013,703	0	\$1,013,703	0	\$1,013,703
Parking Garages											
Personnel	\$217,157		\$217,157		\$217,157		\$217,157		\$217,157	4,500	\$221,657
Supplies & Expenses	7,170		7,170		\$7,170		7,170		7,170		7,170
Other Services & Charges	87,050	100	87,150		\$87,150		87,150		87,150		87,150
Capital Outlays	0		0		\$0	0	0		0	51,000	51,000
Total - Parking Garages	\$311,377	\$100	\$311,477	\$0	\$311,477	\$0	\$311,477	0	\$311,477	55,500	\$366,977

CITY OF HATTIESBURG, MS. - GENERAL FUND
 Analysis of Revenue and Expenditure Budgets
 Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Amended Budgets	Feb Amend'ts	Amended Budgets	Proposed May Amend'ts	Proposed Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
Transfers to Other Funds	\$3,460,000		\$3,460,000		\$3,460,000		\$3,460,000		\$3,460,000	30,000	\$3,490,000
EXPENDITURES & TRANSFERS	\$53,779,886	\$300,909	\$54,080,795	\$0	\$54,080,795	-\$23,764	\$54,057,031	521,566	\$54,578,597	127,800	\$54,706,397
Recap - General Fund											
Personnel	\$30,422,937	\$0	\$30,422,937	\$0	\$30,422,937	-\$56,964	\$30,365,973	2,110	\$30,368,083	170,500	\$30,538,583
Supplies & Expenses	2,949,153	88,881	3,038,034	0	3,038,034	0	3,038,034	-14,755	3,023,279	-73,900	2,949,379
Other Services & Charges	13,786,034	203,385	13,989,419	0	13,989,419	16,500	14,005,919	75,693	14,081,612	-132,631	13,948,981
Capital Outlays	2,007,308	8,643	2,015,951	0	2,015,951	16,700	2,032,651	458,518	2,491,169	133,831	2,625,000
Principal Payments	1,066,494	0	1,066,494	0	1,066,494	0	1,066,494	0	1,066,494	0	1,066,494
Interest Payments	87,960	0	87,960	0	87,960	0	87,960	0	87,960	0	87,960
Total - Gen. Fund Cost Centers	\$50,319,886	\$300,909	\$50,620,795	\$0	\$50,620,795	-\$23,764	\$50,597,031	521,566	\$51,118,597	97,800	\$51,216,397
Transfers to Other Funds	3,460,000	0	3,460,000	0	3,460,000	0	3,460,000	0	3,460,000	30,000	3,490,000
Total - Expenditures & Transfers	\$53,779,886	\$300,909	\$54,080,795	\$0	\$54,080,795	-\$23,764	\$54,057,031	\$521,566	\$54,578,597	\$127,800	\$54,706,397
Ending Cash Budget	\$2,332,086	-\$34,317	\$2,297,769	\$0	\$2,297,769	\$23,764	\$2,321,533	-\$424,399	\$1,897,134	\$2,995,500	\$4,892,634
ADMINISTRATIVE	\$11,156,046		\$11,222,606		\$11,222,606		\$11,166,683		\$11,636,911		\$11,557,056
POLICE & ACADEMY	\$12,828,067		\$12,899,555		\$12,899,555		\$12,899,555		\$12,932,783		\$12,922,783
FIRE	\$7,913,006		\$7,927,535		\$7,927,535		\$7,927,535		\$7,927,535		\$7,927,535
CODE ENFORCEMENT	\$748,966		\$754,487		\$754,487		\$754,487		\$756,597		\$756,597
PUBLIC WORKS	\$12,729,747		\$12,871,500		\$12,871,500		\$12,888,659		\$12,902,159		\$12,902,159
DEBT SERVICE	\$1,154,454		\$1,154,454		\$1,154,454		\$1,154,454		\$1,154,454		\$1,154,454
OTHER	\$3,789,600		\$3,790,658		\$3,790,658		\$3,805,658		\$3,808,158		\$3,995,813
TRANSFERS	\$3,460,000		\$3,460,000		\$3,460,000		\$3,460,000		\$3,460,000		\$3,490,000
PERSONNEL	\$30,422,937		\$30,422,937		\$30,422,937		\$30,365,973		\$30,368,083		\$30,538,583
SUPPLIES	\$2,949,153		\$3,038,034		\$3,038,034		\$3,038,034		\$3,023,279		\$2,949,379
OTHER SERVICES & CHARGES	\$13,786,034		\$13,989,419		\$13,989,419		\$14,005,919		\$14,081,612		\$13,948,981
CAPITAL OUTLAY	\$2,007,308		\$2,015,951		\$2,015,951		\$2,032,651		\$2,491,169		\$2,625,000
DEBT SERVICE	\$1,154,454		\$1,154,454		\$1,154,454		\$1,154,454		\$1,154,454		\$1,154,454
TRANSFERS	\$3,460,000		\$3,460,000		\$3,460,000		\$3,460,000		\$3,460,000		\$3,490,000

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Amended Budgets	Feb Amend'ts	Amended Budgets	Proposed May Amend'ts	Proposed Amended Budgets	Proposed June Amend'ts	Proposed Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
Parks & Recreation (Fund #2):													
Recreation Maint. Cost Center													
Personnel	\$1,303,492		\$1,303,492		\$1,303,492		\$1,303,492		\$1,303,492		\$1,303,492		\$1,303,492
Supplies & Expenses	355,371	54	355,425		\$355,425		355,425		355,425		355,425		355,425
Other Services & Charges	261,049	79,564	340,613		\$340,613	-21,794	318,819	15,000	333,819		333,819	50,000	383,819
Capital Outlays	245,500		245,500		\$245,500	54,794	300,294	-2,000	298,294		298,294		298,294
Total - Recreation Maint.	\$2,165,412	\$79,618	\$2,245,030	\$0	\$2,245,030	\$33,000	\$2,278,030	13,000	\$2,291,030	0	\$2,291,030	50,000	\$2,341,030
Recreation Admin.													
Personnel	\$464,453		\$464,453		\$464,453		\$464,453		\$464,453		\$464,453		\$464,453
Supplies & Expenses	88,550	122	88,672		\$88,672		88,672		88,672		88,672	20,000	108,672
Other Services & Charges	497,950	944	498,894		\$498,894		498,894		498,894		498,894	-20,000	478,894
Capital Outlays	30,000		30,000		\$30,000		30,000	42,000	72,000		72,000		72,000
Total - Recreation Admin.	\$1,080,953	\$1,066	\$1,082,019	\$0	\$1,082,019	\$0	\$1,082,019	42,000	\$1,124,019	0	\$1,124,019	0	\$1,124,019
Kamper Park Zoo													
Personnel	\$0		\$0		\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0		0		0
Other Services & Charges	0		0		\$0		0		0		0		0
Capital Outlays	0		0		\$0		0		0		0		0
Total - Kamper Park	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	0	\$0
Recap - Parks & Recreation Fund:													
Personnel	\$1,767,945	\$0	\$1,767,945	\$0	\$1,767,945	\$0	\$1,767,945	0	\$1,767,945	0	\$1,767,945	0	\$1,767,945
Supplies & Expenses	443,921	176	444,097	0	\$444,097	0	444,097	0	444,097	0	444,097	20,000	464,097
Other Services & Charges	758,999	80,508	839,507	0	\$839,507	-21,794	817,713	15,000	832,713	0	832,713	30,000	862,713
Capital Outlays	275,500	0	275,500	0	\$275,500	54,794	330,294	40,000	370,294	0	370,294	0	370,294
Total - Recreation Maint.	\$3,246,365	\$80,684	\$3,327,049	\$0	\$3,327,049	\$33,000	\$3,360,049	\$55,000	\$3,415,049	\$0	\$3,415,049	\$50,000	\$3,465,049
Municipal Fire Protection (Fund #5):													
Personnel	\$0		\$0		\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	68,861		68,861		\$68,861		68,861		68,861		68,861		68,861
Other Services & Charges	26,450	1,045	27,495		\$27,495		27,495		27,495		27,495		27,495
Capital Outlays	272,953	787,299	1,060,252		\$1,060,252		1,060,252		1,060,252		1,060,252		1,060,252
Principal Payments	161,260		161,260		\$161,260		161,260		161,260		161,260	30,985	192,245
Interest Payments	10,825		10,825		\$10,825		10,825		10,825		10,825	1,790	12,615
Total - Municipal Fire Prot. Fund	\$540,349	\$788,344	\$1,328,693	\$0	\$1,328,693	\$0	\$1,328,693	\$0	\$1,328,693	\$0	\$1,328,693	\$32,775	\$1,361,468

CITY OF HATTIESBURG, MS
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	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Amended Budgets	Feb Amend'ts	Amended Budgets	Proposed May Amend'ts	Proposed Amended Budgets	Proposed June Amend'ts	Proposed Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
Special Streets (Fund #8):													
Personnel	\$0		\$0		\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0		0		0
Other Services & Charges	120,200	6,968	127,168		\$127,168		127,168		127,168		127,168		127,168
Capital Outlays	0		0		\$0		0		0		0		0
Total - Special Streets	\$120,200	\$6,968	\$127,168	\$0	\$127,168	\$0	\$127,168	0	\$127,168	0	\$127,168	0	\$127,168
Water & Sewer Operation & Maint. (Fund #9):													
Customer Accounts Cost Center													
Personnel	\$460,572		\$460,572		\$460,572		\$460,572		\$460,572		\$460,572		\$460,572
Supplies & Expenses	29,580	1,293	30,873		\$30,873		30,873		30,873		30,873	7,000	37,873
Other Services & Charges	142,950		142,950		\$142,950		142,950		142,950		142,950		142,950
Capital Outlays	0	19,961	19,961		\$19,961		19,961		19,961		19,961		19,961
Total - Customer Accounts	\$633,102	\$21,254	\$654,356	\$0	\$654,356	\$0	\$654,356	0	\$654,356	0	\$654,356	7,000	\$661,356
Water Transmission Cost Center													
Personnel	\$806,161		\$806,161		\$806,161		\$806,161		\$806,161		\$806,161		\$806,161
Supplies & Expenses	225,500	2,716	228,216		\$228,216		228,216		228,216		228,216		228,216
Other Services & Charges	766,500	1,837	768,337		\$768,337		768,337		768,337		768,337		768,337
Capital Outlays	90,000		90,000		\$90,000		90,000		90,000		90,000		90,000
Total - Water Trans.	\$1,888,161	\$4,553	\$1,892,714	\$0	\$1,892,714	\$0	\$1,892,714	0	\$1,892,714	0	\$1,892,714	0	\$1,892,714
Plant Cost Center													
Personnel	\$638,411		\$638,411		\$638,411		\$638,411		\$638,411		\$638,411		\$638,411
Supplies & Expenses	138,500	64	138,564		\$138,564		138,564		138,564		138,564		138,564
Other Services & Charges	1,116,500	436	1,116,936		\$1,116,936		1,116,936		1,116,936		1,116,936		1,116,936
Capital Outlays	150,000		150,000		\$150,000		150,000		150,000		150,000		150,000
Total - Plant	\$2,043,411	\$500	\$2,043,911	\$0	\$2,043,911	\$0	\$2,043,911	0	\$2,043,911	0	\$2,043,911	0	\$2,043,911
Sewer Cost Center													
Personnel	\$770,792		\$770,792		\$770,792		\$770,792		\$770,792		\$770,792		\$770,792
Supplies & Expenses	301,800	7,255	309,055		\$309,055		309,055		309,055		309,055	50,000	359,055
Other Services & Charges	1,233,200	19,579	1,252,779		\$1,252,779		1,252,779		1,252,779		1,252,779	250,000	1,502,779
Capital Outlays	40,000		40,000		\$40,000		40,000		40,000		40,000		40,000
Total - Water Trans.	\$2,345,792	\$26,834	\$2,372,626	\$0	\$2,372,626	\$0	\$2,372,626	0	\$2,372,626	0	\$2,372,626	300,000	\$2,672,626
Lagoon Cost Center													
Personnel	\$308,844		\$308,844		\$308,844		\$308,844		\$308,844		\$308,844		\$308,844
Supplies & Expenses	349,700	28,763	378,463		\$378,463		378,463		378,463		378,463		378,463
Other Services & Charges	1,600,000	10,039	1,610,039		\$1,610,039		1,610,039	150,000	1,760,039		1,760,039	250,000	2,010,039
Capital Outlays	540,000		540,000		\$540,000		540,000		540,000		540,000	150,000	690,000
Principal Payments	0		0		\$0		0		0		0		0
Interest Payments	0		0		\$0		0		0		0		0
Total - Lagoon Cost Center	\$2,798,544	\$38,802	\$2,837,346	\$0	\$2,837,346	\$0	\$2,837,346	150,000	\$2,987,346	0	\$2,987,346	400,000	\$3,387,346

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	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Amended Budgets	Feb Amend'ts	Amended Budgets	Proposed May Amend'ts	Proposed Amended Budgets	Proposed June Amend'ts	Proposed Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
Recap: Water & Sewer O & M Fund:													
Personnel	\$2,984,780	\$0	\$2,984,780	\$0	\$2,984,780	\$0	\$2,984,780	\$0	\$2,984,780	\$0	\$2,984,780	\$0	\$2,984,780
Supplies & Expenses	1,045,080	40,091	1,085,171	0	\$1,085,171	0	1,085,171	0	1,085,171	0	1,085,171	57,000	1,142,171
Other Services & Charges	4,859,150	31,891	4,891,041	0	\$4,891,041	0	4,891,041	150,000	5,041,041	0	5,041,041	500,000	5,541,041
Capital Outlays	820,000	19,961	839,961	0	\$839,961	0	839,961	0	839,961	0	839,961	150,000	989,961
Principal Payments	0	0	0	0	\$0	0	0	0	0	0	0	0	0
Interest Payments	0	0	0	0	\$0	0	0	0	0	0	0	0	0
Total - Water & Sewer O & M Fund	\$9,709,010	\$91,943	\$9,800,953	\$0	\$9,800,953	\$0	\$9,800,953	\$150,000	\$9,950,953	\$0	\$9,950,953	\$707,000	\$10,657,953
Water & Sewer Bond & Int. (Fund #10):													
Principal Payments	\$2,370,000		\$2,370,000		\$2,370,000		\$2,370,000		\$2,370,000		\$2,370,000		\$2,370,000
Interest Payments	\$2,165,016		\$2,165,016		\$2,165,016		\$2,165,016		\$2,165,016		\$2,165,016		\$2,165,016
Paying Agent Fees	\$8,000		\$8,000		\$8,000		\$8,000		\$8,000		\$8,000		\$8,000
Total - W & S Bond & Int. Fund	\$4,543,016	\$0	\$4,543,016	\$0	\$4,543,016	\$0	\$4,543,016	\$0	\$4,543,016	\$0	\$4,543,016	\$0	\$4,543,016
Water & Sewer Revenue (Fund #11):													
Principal Payments	\$397,000		\$397,000		\$397,000		\$397,000		\$397,000		\$397,000		\$397,000
Interest Payments	22,700		22,700		\$22,700		22,700		22,700		22,700		22,700
other services & charges	52,900		52,900		\$52,900		52,900		52,900		52,900		52,900
Transfers to other funds	16,902,600		16,902,600		\$16,902,600		16,902,600		16,902,600		16,902,600		16,902,600
Total - W & S Revenue Fund	\$17,375,200	\$0	\$17,375,200	\$0	\$17,375,200	\$0	\$17,375,200	\$0	\$17,375,200	\$0	\$17,375,200	\$0	\$17,375,200
1999 Tax Increment (Walmart) Bond & Int (Fund #12):													
Principal Payments	\$0		\$0		\$0		\$0		\$0		\$0		\$0
Interest Payments	0		0		\$0		\$0		0		0		0
Paying Agent Fees	0		0		\$0		\$0		0		0		0
Total - 1999 TIF Bond & Int Fund	\$0	0	\$0	0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City Bond & Interest (Fund #13):													
Principal Payments	\$2,805,000		\$2,805,000		\$2,805,000		\$2,805,000		\$2,805,000		\$2,805,000		\$2,805,000
Interest Payments	367,388		367,388		\$367,388		367,388		367,388		367,388		367,388
Other Services & Charges	39,000		39,000		\$39,000		39,000		39,000		39,000		39,000
Paying Agent Fees	15,000		15,000		\$15,000		15,000		15,000		15,000		15,000
Total - 1999 TIF Bond & Int Fund	\$3,226,388	\$0	\$3,226,388	\$0	\$3,226,388	\$0	\$3,226,388	\$0	\$3,226,388	\$0	\$3,226,388	\$0	\$3,226,388
USA Yeast Bond & Interest (Fund #15):													
Principal Payments	\$0	\$0	\$0		\$0		\$0		\$0		\$0		\$0
Interest Payments	0	0	0		\$0		0		0		0		0
Transfers Out	0	0	0		\$0		0		0		0		0
other services & charges	0		0		\$0		0		0		0		0
Total - 1999 TIF Bond & Int Fund	\$0	0	\$0	0	\$0	0	0	0	0	0	0	0	0

CITY OF HATTIESBURG, MS
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	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Amended Budgets	Feb Amend'ts	Amended Budgets	Proposed May Amend'ts	Proposed Amended Budgets	Proposed June Amend'ts	Proposed Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
Police Fines & Forfeitures (Fund #19):													
Personnel	\$0		\$0		\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	169,355		169,355		\$169,355		169,355		169,355		169,355		169,355
Other Services & Charges	26,100		26,100		\$26,100		26,100		26,100		26,100		26,100
Capital Outlays	51,900		51,900		\$51,900		51,900	69,704	121,604		121,604		121,604
Transfers	0		0		\$0		0		0		0		0
Total - Fines & Forf. Fund	\$247,355	\$0	\$247,355	\$0	\$247,355	\$0	\$247,355	\$69,704	\$317,059	\$0	\$317,059	\$0	\$317,059
Series 2002 TIF Bond & Int (Southern Pointe, Fund #20):													
Principal Payments	\$130,000		\$130,000		\$130,000		\$130,000		\$130,000		\$130,000		\$130,000
Interest Payments	117,128		117,128		\$117,128		117,128		117,128		117,128		117,128
other services & charges	2,000		2,000		\$2,000		2,000		2,000		2,000		2,000
Total - 1999 TIF Bond & Int Fund	\$249,128	0	\$249,128	0	\$249,128	0	\$249,128	0	\$249,128	0	\$249,128	0	\$249,128
Series 2004 TIF Bond & Int (Home Depot, Fund #21):													
Principal Payments	\$0		\$0		\$0		\$0		\$0		\$0		\$0
Interest Payments	0		0		\$0		0		0		0		0
other services & charges	0		0		\$0		0		0		0		0
Total - 2004 TIF Bond & Int Fund	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Series 2003 TIF Bond & Int (Chauvet Sq., Fund #22):													
Principal Payments	\$110,000		\$110,000		\$110,000		\$110,000		\$110,000		\$110,000		\$110,000
Interest Payments	82,688		82,688		\$82,688		82,688		82,688		82,688		82,688
other services & charges	2,000		2,000		\$2,000		2,000		2,000		2,000		2,000
Transfers to other Funds	0		0		\$0		0		0		0		0
Total - 2003 TIF Bond & Int Fund	\$194,688	\$0	\$194,688	\$0	\$194,688	\$0	\$194,688	0	\$194,688	0	\$194,688	0	\$194,688
Series 2007 TIFBond & Int (Turtle Creek Fund 23):													
Principal Payments	345,000		345,000		\$345,000		345,000		345,000		345,000		345,000
Interest Payments	107,689		107,689		\$107,689		107,689		107,689		107,689		107,689
Other Services & Charges	5,000		5,000		\$5,000		5,000		5,000		5,000		5,000
Total - 2007 TIF Bond & Int Fund	\$457,689		\$457,689		\$457,689	\$0	\$457,689	\$0	\$457,689	\$0	\$457,689	\$0	\$457,689
Series 2008 TIF Bond & Int (Lincoln Center Fund 24):													
Principal Payments	\$40,000		40,000		\$40,000		40,000		40,000		40,000		40,000
Interest Payments	\$14,800		14,800		\$14,800		14,800		14,800		14,800		14,800
Other Services & Charges	\$1,000		1,000		\$1,000		1,000		1,000		1,000		1,000
Total - 2008 TIF Bond & Int Fund	\$55,800	\$0	\$55,800	\$0	\$55,800	\$0	\$55,800	\$0	\$55,800	\$0	\$55,800	\$0	\$55,800
Series 2011 TIF Bond & Int (Turtle Creek Commons/Kohl's Fund 25):													
Principal Payments	\$65,000		65,000		\$65,000		65,000		65,000		65,000		65,000
Interest Payments	\$22,750		22,750		\$22,750		22,750		22,750		22,750		22,750
Other Services & Charges	\$2,000		2,000		\$2,000		2,000		2,000		2,000		2,000
Total - 2008 TIF Bond & Int Fund	\$89,750	\$0	\$89,750	\$0	\$89,750	\$0	\$89,750	\$0	\$89,750	\$0	\$89,750	\$0	\$89,750

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Airport Imp. (Fund #39):													
Personnel	\$0		\$0		\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0		0		0
Other Services & Charges			0		\$0	32,415	32,415	31,328	63,743		63,743		63,743
Capital Outlays	2,508,767		2,508,767		\$2,508,767		2,508,767		2,508,767		2,508,767		2,508,767
Total - Airport Imp. Fund	\$2,508,767	\$0	\$2,508,767	\$0	\$2,508,767	\$32,415	\$2,541,182	\$31,328	\$2,572,510	\$0	\$2,572,510	\$0	\$2,572,510
Rename as Series 2015A & Series 2015B TIF Bond & Int (The Ridge at Turtle Creek and Midtown Market) (Old Name: 2009 Gen.Oblig.Refunding Bonds (Fund #50))													
Principal Payments	0		0		0		0	70,000	70,000		70,000		70,000
Interest Payments	0		0		0		0	72,568	72,568		72,568		72,568
Paying Agent Fees	0		0		0		0	2,000	2,000		2,000		2,000
Other Services & Charges	0		0		0		0		0		0		0
Total - 2007 G.O.Refunding	0	0	0		0	0	0	144,568	144,568	0	144,568	0	144,568
Municipal Road & Bridge (Fund #72):													
Personnel	\$0		\$0		\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0		0		0
Other Services & Charges	1,148,000	400	1,148,400		\$1,148,400	25,000	1,173,400		1,173,400		1,173,400		1,173,400
Capital Outlays	5,835,888	85,353	5,921,241		\$5,921,241	951,368	6,872,609		6,872,609		6,872,609		6,872,609
Principal	115,074		115,074		\$115,074		115,074		115,074		115,074		115,074
Interest	2,095		2,095		\$2,095		2,095		2,095		2,095		2,095
Total - Municipal Road & Bridge	\$7,101,057	\$85,753	\$7,186,810	\$0	\$7,186,810	\$976,368	\$8,163,178	\$0	\$8,163,178	\$0	\$8,163,178	\$0	\$8,163,178
Mass Transit (Fund #73):													
Personnel	\$773,705		\$773,705		\$773,705		\$773,705		\$773,705		\$773,705		\$773,705
Supplies & Expenses	217,400	61	217,461		\$217,461		217,461		217,461		217,461		217,461
Other Services & Charges	239,300	372,288	611,588		\$611,588		611,588		611,588		611,588		611,588
Capital Outlays	467,418		467,418		\$467,418		467,418		467,418		467,418		467,418
Total - Mass Transit Fund	\$1,697,823	\$372,349	\$2,070,172	\$0	\$2,070,172	\$0	\$2,070,172	\$0	\$2,070,172	\$0	\$2,070,172	\$0	\$2,070,172
Water & Sewer Construction (Fund #75):													
Personnel	\$0		\$0		\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0		0		0
Other Services & Charges	1,208,000		1,208,000		\$1,208,000		1,208,000		1,208,000	500,000	1,708,000	500,000	2,208,000
Capital Outlays	2,400,000		2,400,000		\$2,400,000		2,400,000		2,400,000		2,400,000		2,400,000
Total - W & S Construction Fund	\$3,608,000	\$0	\$3,608,000	\$0	\$3,608,000	\$0	\$3,608,000	\$0	\$3,608,000	\$500,000	\$4,108,000	\$500,000	\$4,608,000

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Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Amended Budgets	Feb Amend'ts	Amended Budgets	Proposed May Amend'ts	Proposed Amended Budgets	Proposed June Amend'ts	Proposed Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
Community Centers (Fund #77):													
Personnel	\$553,280		\$553,280		\$553,280		\$553,280		\$553,280		\$553,280		\$553,280
Supplies & Expenses	66,350	73	66,423		\$66,423		66,423		66,423		66,423		66,423
Other Services & Charges	190,450	2,281	192,731		\$192,731		192,731		192,731		192,731		192,731
Capital Outlays	207,500	192,829	400,329		\$400,329		400,329		400,329		400,329		400,329
Total - Community Centers Fund	\$1,017,580	\$195,183	\$1,212,763	\$0	\$1,212,763	\$0	\$1,212,763	\$0	\$1,212,763	\$0	\$1,212,763	\$0	\$1,212,763
Community Dev. Block Grant (Fund #82):													
Personnel	\$96,267		\$96,267		\$96,267	\$71,759	\$168,026		\$168,026		\$168,026		\$168,026
Supplies & Expenses	7,100		7,100		\$7,100	300	7,400		7,400		7,400		7,400
Other Services & Charges	147,791		147,791		\$147,791	81,598	229,389		229,389		229,389		229,389
Capital Outlays	791,662		791,662		\$791,662	369,987	1,161,649		1,161,649		1,161,649		1,161,649
Transfers	0		0		\$0		0		0		0		0
Total - CDBG Fund	\$1,042,820	\$0	\$1,042,820	\$0	\$1,042,820	\$523,644	\$1,566,464	\$0	\$1,566,464	\$0	\$1,566,464	\$0	\$1,566,464
Series 2009 G.O. Bonds - AMR Project (Fund #78)													
Supplies	\$0		0		\$0		0		0		0		0
Other Services & Charges	\$0		0		\$0		0		0		0		0
Transfers Out	\$0		0		\$0		0		0		0		0
Capital Outlay	0		0		\$0		0		0		0		0
Total - Series 2009 G.O. Bonds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Public Safety/Recreation Construction (Fund #88):													
Personnel	\$0		\$0		\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0		0		0
Other Services & Charges	2,800,000		2,800,000		\$2,800,000		2,800,000		2,800,000		2,800,000		2,800,000
Capital Outlays	22,200,000		22,200,000		\$22,200,000		22,200,000		22,200,000		22,200,000		22,200,000
Transfers to other Funds	0		0		\$0		0		0		0		0
Total - Series 2002 Const. Fund	\$25,000,000	\$0	\$25,000,000	\$0	\$25,000,000	\$0	\$25,000,000	\$0	\$25,000,000	\$0	\$25,000,000	\$0	\$25,000,000
MDA Energy Efficiency Capital Projects (Fund 89):													
Personnel	\$0		\$0		\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0		0		0
Other Services & Charges	0		0		\$0		0		0		0		0
Capital Outlays	7,449,713		7,449,713		\$7,449,713		7,449,713		7,449,713		7,449,713		7,449,713
Transfers	0		0		\$0		0		0		0		0
Total - Series 2004 Const. Fund	\$7,449,713	\$0	\$7,449,713	\$0	\$7,449,713	\$0	\$7,449,713	\$0	\$7,449,713	\$0	\$7,449,713	\$0	\$7,449,713
Series 2008 G.O. Note (Downtown Lighting)(Fund # 90):													
Personnel	\$0		\$0		\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0		0		0
Other Services & Charges	0		0		\$0		0		0		0		0
Capital Outlays			0		\$0		0		0		0		0
Transfers	0		0		\$0		0		0		0		0
Total - Series 2004 Const. Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Amended Budgets	Feb Amend'ts	Amended Budgets	Proposed May Amend'ts	Proposed Amended Budgets	Proposed June Amend'ts	Proposed Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
TIF Construction (Fund # 91):													
Personnel	\$0		\$0		\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0		0		0
Other Services & Charges	0		0	128,001	\$128,001	45,000	173,001		173,001		173,001	160,000	333,001
Capital Outlays	0		0	1,174,392	\$1,174,392	800,000	1,974,392		1,974,392		1,974,392	2,583,772	4,558,164
Transfers	0		0	132,607	\$132,607		132,607		132,607		132,607	140,072	272,679
Total - Series 2004 Const. Fund	\$0	\$0	\$0	\$1,435,000	\$1,435,000	\$845,000	\$2,280,000	\$0	\$2,280,000	\$0	\$2,280,000	\$2,883,844	\$5,163,844
Series 2001 G.O. Bond Construction (Fund # 95):													
Personnel	\$0		\$0		\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0		0		0
Other Services & Charges	0		0		\$0		0		0		0		0
Capital Outlays	175	-2	173		\$173		173		173		173		173
Transfers	0		0		\$0		0		0		0		0
Total - Series 2001 Const. Fund	\$175	-\$2	\$173	\$0	\$173	\$0	\$173	\$0	\$173	\$0	\$173	\$0	\$173
Mississippi Dev. Bank Construction (Fund # 96):													
Personnel	\$0		\$0		\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0		0		0
Other Services & Charges	0		0		\$0		0		0		0		0
Transfers			0		\$0		0		0		0		0
Capital Outlays	0		0		\$0		0		0		0		0
Total - MDB Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Kamper Park Imp. (Fund #98):													
Personnel	\$0		\$0		\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0		0		0
Other Services & Charges	0		0		\$0		0		0		0		0
Capital Outlays	2,245	-4	2,241		\$2,241		2,241		2,241		2,241		2,241
Total - Kamper Park Imp. Fund	\$2,245	-\$4	\$2,241	\$0	\$2,241	\$0	\$2,241	\$0	\$2,241	\$0	\$2,241	\$0	\$2,241
Series 2010 Water & Sewer G.O. Constr. (Fund #99):													
Personnel					\$0								
Supplies & Expenses					\$0								
Other Services & Charges			0		\$0		0		0		0		0
Capital Outlay	\$0		0		\$0		0		0		0		0
Transfers out	\$0		0		\$0		\$0		\$0		\$0		\$0
Total - Series 2010 Constr.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

CITY OF HATTIESBURG, MS
 Analysis of Expenditure Budgets - Funds Other Than General
 Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Amended Budgets	Feb Amend'ts	Amended Budgets	Proposed May Amend'ts	Proposed Amended Budgets	Proposed June Amend'ts	Proposed Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
Series 2013 Water & Sewer Revenue Constr. (Fund #105):													
Personnel			0		\$0		0		0		0		0
Supplies & Expenses			0		\$0		0		0		0		0
Other Services & Charges	\$4,000,000	\$3,500,000	7,500,000		\$7,500,000		7,500,000		7,500,000		7,500,000	\$500,000	8,000,000
Capital Outlay	\$10,927,400	-\$3,237,186	7,690,214		\$7,690,214		7,690,214		7,690,214		7,690,214	-\$500,000	7,190,214
Transfers			0		\$0		0		0		0		0
Total - Series 2013 Constr.	\$14,927,400	\$262,814	\$15,190,214	\$0	\$15,190,214	\$0	\$15,190,214	\$0	\$15,190,214	\$0	\$15,190,214	\$0	\$15,190,214
Series 2012 Water & Sewer Const. (Fund #94):													
Personnel	\$0		\$0		\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0		0		0
Other Services & Charges	0		0		\$0		0		0		0		0
Capital Outlays	21,244		21,244		\$21,244		21,244		21,244		21,244		21,244
Transfers Out	0		0		\$0		0		0		0		0
Total - Series 2012 Const.	\$21,244	\$0	\$21,244	\$0	\$21,244	\$0	\$21,244	\$0	\$21,244	\$0	\$21,244	\$0	\$21,244
GRAND TOTAL - FUNDS OTHER THAN THE GENERAL FUND													
	\$104,431,762	\$1,884,032	\$106,315,794	\$1,435,000	\$107,750,794	\$2,410,427	\$110,161,221	\$450,600	\$110,611,821	\$500,000	\$111,111,821	\$4,173,619	\$115,285,440
General Fund	\$53,779,886	\$300,909	\$54,080,795	\$0	\$54,080,795	-\$23,764	\$54,057,031	\$521,566	\$54,578,597	\$127,800	\$54,706,397	\$0	\$0
TOTAL EXPENDITURES & TRANSFERS	\$158,211,648	\$2,184,941	\$160,396,589	\$1,435,000	\$161,831,589	\$2,386,663	\$164,218,252	\$972,166	\$165,190,418	\$627,800	\$165,818,218	\$4,173,619	\$115,285,440
Less: Interfund Transfers	-20,362,600	0	-20,362,600	-132,607	-20,495,207	0	-20,495,207	0	-20,495,207	-30,000	-20,525,207	-170,072	-17,175,279
TOTAL EXPENDITURES	\$137,849,048	\$2,184,941	\$140,033,989	\$1,302,393	\$141,336,382	\$2,386,663	\$143,723,045	\$972,166	\$144,695,211	\$597,800	\$145,293,011	\$4,003,547	\$98,110,161
Recap of City-Wide Expenditure Budgets:													
Personnel	\$36,598,914	\$0	\$36,598,914	\$0	\$36,598,914	\$14,795	\$36,613,709	\$2,110	\$36,615,819	\$170,500	\$36,786,319	\$0	\$6,247,736
Supplies & Expenses	\$4,967,220	\$129,282	\$5,096,502	\$0	\$5,096,502	\$300	\$5,096,802	-\$14,755	\$5,082,047	-\$73,900	\$5,008,147	\$77,000	\$2,135,768
Other Services & Charges	\$29,437,374	\$4,198,766	\$33,636,140	\$128,001	\$33,764,141	\$178,719	\$33,942,860	\$274,021	\$34,216,881	\$367,369	\$34,584,250	\$1,690,000	\$22,325,269
Capital Outlays	\$56,239,673	-\$2,143,107	\$54,096,566	\$1,174,392	\$55,270,958	\$2,192,849	\$57,463,807	\$568,222	\$58,032,029	\$133,831	\$58,165,860	\$2,233,772	\$57,774,632
Principal Payments	7,604,828	0	7,604,828	0	7,604,828	0	7,604,828	70,000	7,674,828	0	7,674,828	30,985	6,639,319
Interest Payments	3,001,039	0	3,001,039	0	3,001,039	0	3,001,039	72,568	3,073,607	0	3,073,607	1,790	2,987,437
Total Expenditure Budgets	\$137,849,048	\$2,184,941	\$140,033,989	\$1,302,393	\$141,336,382	\$2,386,663	\$143,723,045	\$972,166	\$144,695,211	\$597,800	\$145,293,011	\$4,033,547	\$98,110,161

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2016

GENERAL FUND:

REVENUES & BEG. CASH:

Taxes - Other	\$28,000
Licenses & Permits	4,514,300
Inter-governmental Revenues:	
Federal Grants	634,674
State Grants	193,953
State-Shared Revenues	22,494,000
County Shared Revenues	70,948
Charges for Services:	
Public safety	125,300
Streets	7,000
Sanitation	2,250,000
Misc.	3,069,704
Fines & Forfeits	1,851,000
Miscellaneous	164,700
Transfers-In	623,000
Non-Revenue Receipts	3,030,860
Total From All Sources	
Other Than taxation	39,057,439
Beginning Cash and	
Investment Balance	6,263,592
Amount to be Raised by Tax Levy	14,278,000
TOTAL FROM ALL SOURCES	<u><u>\$59,599,031</u></u>

EXPENDITURES & ENDING CASH:

General Government:	
Personnel	4,227,651
Supplies & Expenses	205,165
Other services & Charges	5,863,382
Capital Outlays	1,260,858
Total - General Government	<u>11,557,056</u>
Police Dept.:	
Personnel	10,575,835
Supplies & Expenses	695,782
Other services & Charges	521,543
Capital Outlays	840,998
Total - Police Dept.	<u>12,634,158</u>
Police & Fire Training:	
Personnel	35,810
Supplies & Expenses	138,147
Other services & Charges	114,668
Capital Outlays	0
Total - Police & Fire Training	<u>288,625</u>
Fire Dept.:	
Personnel	7,321,758
Supplies & Expenses	285,159
Other services & Charges	316,618
Capital Outlays	4,000
Total - Fire Dept.	<u>7,927,535</u>
Land Development Administration:	
Personnel	609,546
Supplies & Expenses	27,903
Other services & Charges	116,645
Capital Outlays	2,503
Total - Land Dev. Admin.	<u>756,597</u>

Public Safety Contractual Services:	
Personnel	166,000
Other services & Charges	1,467,155
Total - Pub. Safety Cont. Serv.	<u>1,633,155</u>
Public Services:	
Personnel	6,386,386
Supplies & Expenses	1,442,953
Other services & Charges	4,768,679
Capital Outlays	304,141
Total - Public Services	<u>12,902,159</u>
Animal Control	
Personnel	157,382
Supplies & Expenses	20,400
Other services & Charges	124,883
Capital Outlays	44,000
Total - Animal Control	<u>346,665</u>
Human/Social	
Other services & Charges	202,000
Total - Human/Social	<u>202,000</u>
Economic Development	
Personnel	
Supplies & Expenses	
Other services & Charges	230,000
Capital Outlays	0
Total - Eco. Dev.	<u>230,000</u>
Debt Service:	
Principal Payments	1,066,494
Interest Payments	87,960
Total - Debt service	<u>1,154,454</u>
Airport	
Personnel	79,355
Supplies & Expenses	38,000
Other services & Charges	85,958
Capital Outlays	0
Total - Airport	<u>203,313</u>
Cemetery	
Personnel	757,203
Supplies & Expenses	88,700
Other services & Charges	50,300
Capital Outlays	117,500
Total - Cemetery	<u>1,013,703</u>
Parking Garages	
Personnel	217,157
Supplies & Expenses	7,170
Other services & Charges	87,150
Capital Outlays	51,000
Total - Parking Garages	<u>362,477</u>
Operating Transfers Out	3,490,000
Total Expenditures & Transfers	<u>54,701,897</u>
Ending Cash Balance	<u>\$4,897,134</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$59,599,031</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2016

PARKS & RECREATION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants

State Grants

County Shared Revenues 15,000

Misc. grants

Charges for Services:

Culture & Recreation 24,750

Miscellaneous 26,300

Transfers-In 2,270,000

Non-Revenue Receipts

Total From All Sources

Other Than taxation 2,336,050

Beginning Cash and

Investment Balance 303,220

Amount to be Raised by Tax Levy 845,000

TOTAL FROM ALL SOURCES \$3,484,270

EXPENDITURES & ENDING CASH:

Culture & Recreation:

Personnel 1,767,945

Supplies & Expenses 464,097

Other services & Charges 862,713

Capital Outlays 370,294

Total Expenditures \$3,465,049

Cash balance at End of Year 19,221

TOTAL EXPENDITURES AND

ENDING CASH BALANCE \$3,484,270

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2016

MUNICIPAL FIRE PROTECTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
State-Shared Revenues	\$294,952
Charges for Services	95,652
Fines & Forfeits	1,000
Miscellaneous	4,000
Transfers In	0
Non-Revenue Receipts	765,000
Total From All Sources	
Other Than taxation	<u>1,160,604</u>
Beginning Cash and	
Investment Balance	<u>803,045</u>
TOTAL FROM ALL SOURCES	<u><u>\$1,963,649</u></u>

EXPENDITURES & ENDING CASH:

Public Safety:	
Personnel	\$0
Supplies & Expenses	68,861
Other services & Charges	27,495
Capital Outlays	1,060,252
Lease Debt Service - Principal	192,245
Lease Debt Service - Interest	12,615
Total Expenditures	<u>\$1,361,468</u>
Cash balance at End of Year	<u>602,181</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$1,963,649</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2016

***WATER & SEWER OPERATION
AND MAINTENANCE FUND:***

REVENUES & BEG. CASH:

Charges for Services	\$25,000
Transfers-In	9,750,000
Miscellaneous	1,200
Non-Revenue Receipts	
Total From All Sources	
Other Than taxation	9,776,200
Beginning Cash and	
Investment Balance	1,338,217
TOTAL FROM ALL SOURCES	\$11,114,417

EXPENDITURES & ENDING CASH:

Personnel	2,984,780
Supplies & Expenses	1,142,171
Other services & Charges	5,541,041
Capital Outlays	989,961
Lease Debt Service - Principal	0
Lease Debt Service - Interest	0
Total Expenditures	\$10,657,953
Cash balance at End of Year	456,464
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$11,114,417

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2016

WATER & SEWER CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$0
Miscellaneous	248,300
Transfers-In	2,107,600
Non-Revenue Receipts	<u>0</u>
Total From All Sources	
Other Than taxation	<u>2,355,900</u>
Beginning Cash and	
Investment Balance	<u>3,148,352</u>
TOTAL FROM ALL SOURCES	<u><u>\$5,504,252</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	\$2,208,000
Capital Outlays	<u>2,400,000</u>
Total Expenditures	<u>4,608,000</u>
Cash balance at End of Year	<u>896,252</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$5,504,252</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2016

TIF Bond Construction Fund:

REVENUES & BEG. CASH:

Proceeds from Bond Issue	\$5,163,844
Interest Earnings	
Total Revenues	5,163,844
Beginning Cash and	
Investment Balance	0
TOTAL FROM ALL SOURCES	\$5,163,844

EXPENDITURES & ENDING CASH:

Other services & Charges	333,001
Capital Outlays	4,558,164
Transfers to Other Funds	272,679
Total Expenditures	\$5,163,844
Cash Balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$5,163,844

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2016

SERIES 2013 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	
Proceeds from Revenue Bond Issue	
Total Revenues	<u>\$0</u>
Beginning Cash and	
Investment Balance	<u>15,190,214</u>
TOTAL FROM ALL SOURCES	<u><u>\$15,190,214</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	8,000,000
Capital Outlays	7,190,214
Transfers Out	<u>0</u>
Total Expenditures	<u>\$15,190,214</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$15,190,214</u></u>

RESOLUTION

WHEREAS, the Mayor and City Council of the City of Hattiesburg, Mississippi, have determined that expenditures within the City will exceed the original budget appropriation; and

WHEREAS, the additional appropriation needed is in excess of ten percent (10%) of the original appropriation, and in accordance with Section 21-35-25 of the Mississippi Code of 1972, as amended, shall be published;

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

Section 1. That the following budget amendments are hereby authorized to be made in the City's General Fund Fire Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$284,740	\$31,878	\$316,618	Adjust for prior yr purchase orders, increase budget for equipment repair & maintenance

Section 2. That the following budget amendments are hereby authorized to be made in the City's General Fund Contractual Services Public Safety Personal Services Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$0	\$166,000	\$166,000	Budget for Special Duty overtime for Police

Section 3. That the following budget amendments are hereby authorized to be made in the City's General Fund Public Services Capital Outlays Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$254,310	\$49,831	\$304,141	Budget for purchase of used Kubota boom mower

Section 4. That the following budget amendments are hereby authorized to be made in the City's General Fund Parking Garages Capital Outlays Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$0	\$51,000	\$51,000	Budget for purchase of small bus for downtown shuttle

Section 5. That the following budget amendments are hereby authorized to be made in the City’s Parks and Recreation Maintenance Other Services and Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$758,999	\$30,000	\$862,713	Budget for pressure washing downtown sidewalks

Section 6. That the following budget amendments are hereby authorized to be made in the City’s Municipal Fire Protection Fund Capital Leases Principal Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$161,260	\$30,985	\$192,245	Budget for Firetruck lease

Section 7. That the following budget amendments are hereby authorized to be made in the City’s Municipal Fire Protection Fund Capital Leases Interest Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$10,825	\$1,790	\$12,615	Budget for Firetruck lease

Section 8. That the following budget amendments are hereby authorized to be made in the City’s Water and Sewer Operations and Maintenance Other Services and Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$4,859,150	\$681,891	\$5,541,041	Increase budget for sewer repairs

Section 9. That the following budget amendments are hereby authorized to be made in the City’s Water and Sewer Operations and Maintenance Capital Outlays Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$820,000	\$169,961	\$989,961	Budget for prior yr purchase orders, increase budget for aerator repair contract

Section 10. That the following budget amendments are hereby authorized to be made in the City’s Water and Sewer Construction Fund Other Services and Charges Unappropriated Fund

Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$1,208,000	\$1,000,000	\$2,208,000	Increase budget for engineering and legal services

Section 11. That the following budget amendments are hereby authorized to be made in
the City’s TIF Construction Fund Other Services and Charges Unappropriated Fund

Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$0	\$333,001	\$333,001	Budget issuance costs for Hattiesburg Clinic TIF, Midtown TIF, Whispering Pines TIF

Section 12. That the following budget amendments are hereby authorized to be made in
the City’s TIF Construction Fund Capital Outlays Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$0	\$4,558,164	\$4,558,164	Budget bond proceeds for Hattiesburg Clinic TIF, Midtown TIF, Whispering Pines TIF

Section 13. That the following budget amendments are hereby authorized to be made in
the City’s Series 2013 Water & Sewer Revenue Construction Fund Other Services & Charges

Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$4,000,000	\$4,000,000	\$8,000,000	Increase Engineering budget

Section 14. That the following budget amendments are hereby authorized to be made in
the City’s Series 2013 Water & Sewer Revenue Construction Fund Capital Outlays

Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$10,927,400	\$3,737,186	\$7,190,214	Decrease Capital budget

Section 15. That public interest and necessity requiring same, this resolution shall become
effective immediately from and after passage, but nevertheless to be published according to law.

The above and foregoing Resolution, after having been first reduced to writing, was

introduced by Councilperson Carroll, seconded by Councilperson
Dryden, and was adopted by the following, to wit;

YEAS: Bradley
Carroll
Dryden
Naylor

NAYS: None ABSENT: Delgado

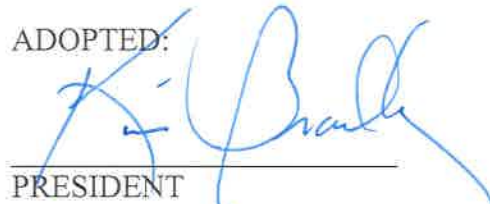
The President thereby declared the motion carried and the Resolution adopted, this the
2nd day of August, 2016.

(S E A L)

ATTEST:


CLERK OF COUNCIL

ADOPTED:

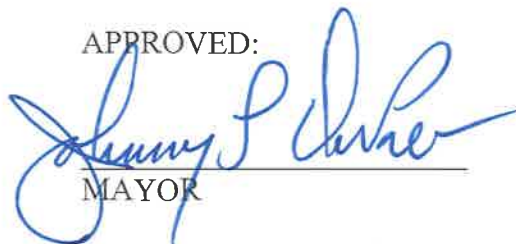

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the
Mayor, this the 2nd day of August, 2016.

ATTEST:


CITY CLERK

APPROVED:


MAYOR

MEMORANDUM

To: Mayor DuPree; Members of City Council
From: Sharon Waits, CFO
Date: August 2, 2016
Subject: Proposed Budget Amendments

Most of the adjustments below are moving funds from one category to another to cover anticipated expenses to make it through the end of the fiscal year. One item of note is the recognition of the \$3,000,000 settlement received from Hercules. While this amendment includes the revenue, the expense side of this transaction is not yet budgeted. The administration is working on a proposal for the use of these funds. The recognition of this item skews the ending cash balance. Without this item, the ending cash balance would be \$1,892,634.

Please call me at 601-545-4680 if you have any questions.

Budgeted Ending Cash:	\$	1,897,134
Revenue Adjustments:		
Homeland Security Grant	40,000	
Special Duty Reimbursements	83,300	
Hercules Settlement	3,000,000	
	\$	3,123,300
Expenditure Adjustments:		
Urban Development - Computer, additional consultant fees	(11,545)	
General Gov't Building - increase repairs & maintenance for roof repairs	(13,600)	
General Gov't Insurance & Other Ser. - decrease budget for settlement of claims	105,000	
Police - budget for Homeland Sec grant, decrease supplies budget to help cover special duty overtime expenses	10,000	
Fire - shift funds between supplies and other services as requested, nets to zero	-	
Contractual Services Public Safety - budget for special duty overtime expenses	(132,155)	
Parking - purchase shuttle bus, budget for 2 part time drivers	(55,500)	
Transfer to Parks & Rec	(30,000)	
		(127,800)
Amended Ending Cash - General Fund	\$	4,892,634
Parks & Recreation Fund:		
Pressure washing in downtown area	\$	50,000
Municipal Fire Protection		
Budget for fire truck lease payments	\$	32,775
Water & Sewer Operations		
Water Billing - budget for meter locks	\$	7,000
Sewer - Increase budget for repairs and maintenance, chemicals	\$	300,000
Lagoon - Increase budget for repairs and maintenance for aerators, legal fees	\$	400,000
Water & Sewer Construction		
Increase budget for engineering and legal services	\$	500,000
TIF Construction Fund		
Budget for sale of bonds, issuance costs, contractor reimbursement for Whispering Pines TIF	\$	2,720,930

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2016

	Original					Proposed			Proposed		
	FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Amended Budgets	Feb Amend'ts	Amended Budgets	May Amend'ts	Proposed Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
<u>Revenues & Beg. Cash Balance:</u>											
Taxes -Other	\$28,000		\$28,000		\$28,000		\$28,000		\$28,000		\$28,000
Licenses & Permits	4,514,300		4,514,300		\$4,514,300		\$4,514,300		\$4,514,300		\$4,514,300
Intergovernmental Revenues:											
Federal	569,012		569,012		\$569,012		\$569,012	25,662	\$594,674	40,000	\$634,674
State	193,953		193,953		\$193,953		\$193,953		\$193,953		\$193,953
State-Shared	22,494,000		22,494,000		\$22,494,000		\$22,494,000		\$22,494,000		\$22,494,000
County/City Shared	69,147		69,147		\$69,147		\$69,147	1,801	\$70,948		\$70,948
Charges for Services:											
Public Safety	42,000		42,000		\$42,000		\$42,000		\$42,000	83,300	\$125,300
Streets	7,000		7,000		\$7,000		\$7,000		\$7,000		\$7,000
Sanitation	2,250,000		2,250,000		\$2,250,000		\$2,250,000		\$2,250,000		\$2,250,000
Misc.	0		0		\$0		\$0	69,704	\$69,704	3,000,000	\$3,069,704
Fines & Forf.	1,851,000		1,851,000		\$1,851,000		\$1,851,000		\$1,851,000		\$1,851,000
Misc. Revenues	161,700	3,000	164,700		\$164,700		\$164,700		\$164,700		\$164,700
Transfers-In	623,000		623,000		\$623,000		\$623,000		\$623,000		\$623,000
Non-Revenue Receipts	3,030,860		3,030,860		\$3,030,860		\$3,030,860		\$3,030,860		\$3,030,860
TOTAL REVENUES EXCLUSIVE OF			0		\$0		\$0		\$0		\$0
PROPERTY TAXES	\$35,833,972	\$3,000	\$35,836,972	\$0	\$35,836,972	\$0	\$35,836,972	\$97,167	\$35,934,139	\$3,123,300	\$39,057,439
Beg. Fund Balance	6,000,000	263,592	6,263,592		\$6,263,592		6,263,592		6,263,592		6,263,592
Property Tax Levy	14,278,000	0	14,278,000		\$14,278,000		14,278,000		14,278,000		14,278,000
TOTAL AVAIL. REVENUES	\$56,111,972	\$266,592	\$56,378,564	\$0	\$56,378,564	\$0	\$56,378,564	\$97,167	\$56,475,731	\$3,123,300	\$59,599,031

THE GENERAL FUND EXPENDITURE BUDGETS:

City Council											
Personnel	\$253,555		\$253,555		\$253,555		253,555		253,555		253,555
Supplies & Expenses	3,400		3,400		\$3,400		3,400		3,400		3,400
Other Services & Charges	125,285	1,347	126,632		\$126,632		126,632		126,632		126,632
Capital Outlays	0		0		\$0		0		0		0
Total - City Council	\$382,240	\$1,347	\$383,587	\$0	\$383,587	\$0	\$383,587	0	\$383,587	0	\$383,587
City Court											
Personnel	\$986,490		\$986,490		\$986,490		986,490		986,490		986,490
Supplies & Expenses	14,550	5,000	19,550		\$19,550		19,550		19,550		19,550
Other Services & Charges	524,850	-5,000	519,850		\$519,850		519,850	50,000	569,850		569,850
Capital Outlays	0		0		\$0		0		0		0
Total - City Court	\$1,525,890	\$0	\$1,525,890	\$0	\$1,525,890	\$0	\$1,525,890	50,000	\$1,575,890	0	\$1,575,890

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2016

	Original		Proposed		Proposed		Proposed		Proposed	
	FY 2016	Oct/Nov/Dec	Amended	Jan/Feb	Amended	Feb	Amended	May	Amended	August
	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts
Mayor/Admin.										
Personnel	\$570,755		\$570,755		\$570,755		570,755		570,755	
Supplies & Expenses	28,324	558	28,882		\$28,882		28,882	-13,855	15,027	
Other Services & Charges	215,865	37,341	253,206		\$253,206		253,206	13,855	267,061	
Capital Outlays	1,500	500	2,000		\$2,000	1,700	3,700		3,700	
Total - Mayor/Admin.	\$816,444	\$38,399	\$854,843	\$0	\$854,843	\$1,700	\$856,543	0	\$856,543	0
Elections										
Personnel	\$0		\$0		\$0		\$0		\$0	
Supplies & Expenses	0		0		\$0		0		0	
Other Services & Charges	0		0		\$0		0		0	
Capital Outlays	0		0		\$0		0		0	
Total - Elections	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	0
Muni. Clerk										
Personnel	\$170,650		\$170,650		\$170,650		\$170,650		\$170,650	
Supplies & Expenses	4,080	736	4,816		\$4,816		4,816		4,816	
Other Services & Charges	28,175		28,175		\$28,175		28,175		28,175	
Capital Outlays	0		0		\$0		0		0	
Total - Muni Clerk	\$202,905	\$736	\$203,641	\$0	\$203,641	\$0	\$203,641	0	\$203,641	0
Accounting										
Personnel	\$246,584		\$246,584		\$246,584		\$246,584		\$246,584	
Supplies & Expenses	4,638	879	5,517		\$5,517		5,517	-1,100	4,417	
Other Services & Charges	3,020		3,020		\$3,020		3,020	1,100	4,120	
Capital Outlays	0		0		\$0		0		0	
Total - Accounting	\$254,242	\$879	\$255,121	\$0	\$255,121	\$0	\$255,121	0	\$255,121	0
Purchasing										
Personnel	\$159,464		\$159,464		\$159,464		\$159,464		\$159,464	
Supplies & Expenses	7,500		7,500		\$7,500		7,500		7,500	
Other Services & Charges	1,480		1,480		\$1,480		1,480		1,480	
Capital Outlays			0		\$0		0		0	
Total - Purchasing	\$168,444	\$0	\$168,444	\$0	\$168,444	\$0	\$168,444	0	\$168,444	0
City Attorney										
Personnel	\$101,285		\$101,285		\$101,285		\$101,285		\$101,285	
Supplies & Expenses	0		0		\$0		0		0	
Other Services & Charges	9,100		9,100		\$9,100		9,100		9,100	
Capital Outlays	0		0		\$0		0		0	
Total - City Attorney	\$110,385	\$0	\$110,385	\$0	\$110,385	\$0	\$110,385	0	\$110,385	0

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Amended Budgets	Feb Amend'ts	Amended Budgets	Proposed May Amend'ts	Proposed Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
Human Resources											
Personnel	\$181,754		\$181,754		\$181,754		\$181,754		\$181,754		\$181,754
Supplies & Expenses	7,391		7,391		\$7,391		7,391	3,600	10,991		10,991
Other Services & Charges	6,395		6,395		\$6,395		6,395	6,610	13,005		13,005
Capital Outlays	0		0		\$0		0	0	0		0
Total - Human Resources	\$195,540	\$0	\$195,540	\$0	\$195,540	\$0	\$195,540	10,210	\$205,750	0	\$205,750
Loss Control											
Personnel	\$109,927		\$109,927		\$109,927		\$109,927		\$109,927		\$109,927
Supplies & Expenses	8,190		8,190		\$8,190		8,190		8,190		8,190
Other Services & Charges	2,860		2,860		\$2,860		2,860		2,860		2,860
Capital Outlays	0		0		\$0		0		0		0
Total - Loss Control	\$120,977	\$0	\$120,977	\$0	\$120,977	\$0	\$120,977	0	\$120,977	0	\$120,977
Urban Development											
Personnel	\$532,320		\$532,320		\$532,320	\$4,936	\$537,256		\$537,256		\$537,256
Supplies & Expenses	27,374	134	27,508		\$27,508		27,508		27,508	1,200	28,708
Other Services & Charges	75,681	1,058	76,739		\$76,739	8,000	84,739		84,739	10,345	95,084
Capital Outlays	0		0		\$0		0		0		0
Total - Urban Dev.	\$635,375	\$1,192	\$636,567	\$0	\$636,567	\$12,936	\$649,503	0	\$649,503	11,545	\$661,048
Information Systems											
Personnel	\$402,717		\$402,717		\$402,717		\$402,717		\$402,717		\$402,717
Supplies & Expenses	47,650		47,650		\$47,650		47,650		47,650		47,650
Other Services & Charges	432,310	13,866	446,176		\$446,176		446,176	60,000	506,176		506,176
Capital Outlays	280,000	5,640	285,640		\$285,640		285,640		285,640		285,640
Total - Inf. Systems	\$1,162,677	\$19,506	\$1,182,183	\$0	\$1,182,183	\$0	\$1,182,183	60,000	\$1,242,183	0	\$1,242,183
Gen. Gov't Building											
Personnel			\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	23,330	2,136	25,466		\$25,466		25,466		25,466		25,466
Other Services & Charges	176,624	1,055	177,679		\$177,679		177,679		177,679	13,600	191,279
Capital Outlays	500,000		500,000		\$500,000		500,000	347,518	847,518		847,518
Total - Gen. Gov't Building	\$699,954	\$3,191	\$703,145	\$0	\$703,145	\$0	\$703,145	347,518	\$1,050,663	13,600	\$1,064,263
Intermodal Facility (Depot) O & M:											
Personnel	\$0		\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	8,750		8,750		\$8,750		8,750		8,750		8,750
Other Services & Charges	176,200		176,200		\$176,200		176,200	-100,000	76,200		76,200
Capital Outlays	0		0		\$0		0	100,000	100,000		100,000
Total - Depot O & M	\$184,950	\$0	\$184,950	\$0	\$184,950	\$0	\$184,950	0	\$184,950	0	\$184,950

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2016

Original									
FY 2016	Oct/Nov/Dec	Amended	Jan/Feb	Amended	Feb	Amended	Proposed	Proposed	Proposed
Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Amend'd's	Amended
								Budgets	Budgets
Metro Planning									
Personnel	\$256,497	\$256,497		\$256,497		\$256,497	894	\$257,391	\$257,391
Supplies & Expenses	14,500	14,500		14,500		14,500		14,500	14,500
Other Services & Charges	89,500	89,500		89,500		89,500		89,500	89,500
Capital Outlays	24,000	24,000		24,000		24,000		24,000	24,000
Total - Metro Planning	\$0	\$384,497	\$0	\$384,497	\$0	\$384,497	894	\$385,391	\$385,391
Gen. Gov't Insurance/Other serv.									
Personnel	\$3,211	\$3,211		\$3,211		\$3,211		\$3,211	\$3,211
Supplies & Expenses	1,200	1,200		1,200		1,200		1,200	1,200
Other Services & Charges	3,939,050	3,940,360		3,940,360		3,940,360	2,500	3,942,860	3,837,860
Capital Outlays		0		\$0		0		0	0
Total - Gen. Gov't Insur/other Serv.	\$1,310	\$3,944,771	\$0	\$3,944,771	\$0	\$3,944,771	2,500	\$3,947,271	\$3,842,271
Federal Programs Administration									
Personnel	\$318,065	318,065		\$318,065		247,506	-894	246,612	246,612
Supplies	5,000	5,000		5,000		5,000		5,000	5,000
Other Services & Charges	45,000	45,000		45,000		45,000		45,000	45,000
Capital Outlay	0	0		\$0		0		0	0
Total - Federal Programs Admin.	\$0	\$368,065	\$0	\$368,065	-\$70,559	\$297,506	-\$894	\$296,612	\$296,612
Recap - General Government Cost Centers									
Personnel	\$4,293,274	\$0	\$4,293,274	\$0	\$4,293,274	\$4,227,651	\$0	\$4,227,651	\$4,227,651
Supplies & Expenses	\$205,877	\$9,443	\$215,320	\$0	\$215,320	\$215,320	-\$10,255	\$205,065	\$205,165
Other Services & Charges	\$5,851,395	\$50,977	\$5,902,372	\$0	\$5,902,372	\$5,910,372	\$32,965	\$5,943,337	\$5,863,382
Capital Outlays	\$805,500	\$6,140	\$811,640	\$0	\$811,640	\$813,340	\$447,518	\$1,260,858	\$1,260,858
Total - Gen. Government	\$11,156,046	\$66,560	\$11,222,606	\$0	\$11,222,606	\$11,166,683	470,228	\$11,636,911	\$11,557,056
Police									
Personnel	\$10,575,835	\$10,575,835		\$10,575,835		\$10,575,835		\$10,575,835	\$10,575,835
Supplies & Expenses	712,000	33,782	745,782		745,782	745,782		745,782	695,782
Other Services & Charges	493,824	22,719	516,543		516,543	516,543	5,000	521,543	521,543
Capital Outlays	800,998		800,998		800,998	800,998		800,998	840,998
Total - Police	\$12,582,657	\$56,501	\$12,639,158	\$0	\$12,639,158	\$12,639,158	5,000	\$12,644,158	\$12,634,158
Police & Fire Training									
Personnel	\$35,810	\$35,810		\$35,810		\$35,810		\$35,810	\$35,810
Supplies & Expenses	130,000	\$12,647	142,647		142,647	142,647	-4,500	138,147	138,147
Other Services & Charges	79,600	2,340	81,940		81,940	81,940	32,728	114,668	114,668
Capital Outlays	0	0	0		\$0	0		0	0
Total - Police & Fire Training	\$245,410	\$14,987	\$260,397	\$0	\$260,397	\$260,397	28,228	\$288,625	\$288,625

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2016

	Original				Proposed				Proposed			
	FY 2016	Oct/Nov/Dec	Amended	Jan/Feb	Amended	Feb	Amended	May	Amended	August	Proposed	
	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Amended	Budgets
Fire												
Personnel	\$7,321,758		\$7,321,758		\$7,321,758		\$7,321,758		\$7,321,758		\$7,321,758	
Supplies & Expenses	306,508	2,651	309,159		\$309,159		309,159		309,159	-24,000	285,159	
Other Services & Charges	284,740	11,878	296,618		\$296,618		296,618		296,618	20,000	316,618	
Capital Outlays	0		0		\$0		0		0	4,000	4,000	
Total - Fire Dept.	\$7,913,006	\$14,529	\$7,927,535	\$0	\$7,927,535	\$0	\$7,927,535	0	\$7,927,535	0	\$7,927,535	
Code Enforcement												
Personnel	\$607,436		\$607,436		\$607,436		\$607,436	2,110	\$609,546		\$609,546	
Supplies & Expenses	25,938	1,965	27,903		\$27,903		27,903		27,903		27,903	
Other Services & Charges	115,592	1,053	116,645		\$116,645		116,645		116,645		116,645	
Capital Outlays	0	2,503	2,503		\$2,503		2,503		2,503		2,503	
Total - Code Enforcement	\$748,966	\$5,521	\$754,487	\$0	\$754,487	\$0	\$754,487	2,110	\$756,597	0	\$756,597	
Contractual Services - Public Safety												
Personnel	\$0		\$0		\$0		\$0		\$0	166,000	\$166,000	
Supplies & Expenses	0		0		\$0		0		0		0	
Other Services & Charges	1,501,000		1,501,000		\$1,501,000		1,501,000		1,501,000	-33,845	1,467,155	
Capital Outlays			0		\$0		0		0		0	
Total - Cont. Serv. - Public Safety	\$1,501,000	\$0	\$1,501,000	\$0	\$1,501,000	\$0	\$1,501,000	0	\$1,501,000	132,155	\$1,633,155	
Public Services Cost Centers:												
Traffic Maint.												
Personnel	\$438,006		\$438,006		\$438,006		\$438,006		\$438,006		\$438,006	
Supplies & Expenses	143,570		143,570		\$143,570		143,570		143,570		143,570	
Other Services & Charges	50,400		50,400		\$50,400		50,400		50,400		50,400	
Capital Outlays	25,000		25,000		\$25,000		25,000		25,000		25,000	
Total - Traffic Maint.	\$656,976	\$0	\$656,976	\$0	\$656,976	\$0	\$656,976	0	\$656,976	0	\$656,976	
Streets												
Personnel	\$1,838,623		\$1,838,623		\$1,838,623		\$1,838,623		\$1,838,623		\$1,838,623	
Supplies & Expenses	485,700	7,263	492,963		\$492,963		492,963		492,963		492,963	
Other Services & Charges	1,501,500	102,265	1,603,765		\$1,603,765		1,603,765		1,603,765	-38,831	1,564,934	
Capital Outlays	110,000		110,000		\$110,000		110,000		110,000	38,831	148,831	
Total - Streets	\$3,935,823	\$109,528	\$4,045,351	\$0	\$4,045,351	\$0	\$4,045,351	0	\$4,045,351	0	\$4,045,351	

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2016

Original									
FY 2016	Oct/Nov/Dec	Amended	Jan/Feb	Amended	Feb	Amended	Proposed	Proposed	Proposed
Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	May	August	Amended
							Amend'ts	Amend'ts	Budgets
Street Lights									
Personnel		\$0		\$0		\$0			\$0
Supplies & Expenses		0		\$0		0			0
Other Services & Charges		1,170,000		1,170,000		1,170,000			1,170,000
Capital Outlays		0		0		0			0
Total - Street Lights	\$0	\$1,170,000	\$0	\$1,170,000	\$0	\$1,170,000	0	0	\$1,170,000
Engineering									
Personnel		\$381,530		\$381,530		\$383,376			\$383,376
Supplies & Expenses		9,600		9,600		9,600			9,600
Other Services & Charges		298,900	2,565	301,465		309,965			309,965
Capital Outlays		26,100		26,100		26,100			26,100
Total - Engineering	\$2,565	\$718,695	\$0	\$718,695	\$10,346	\$729,041	0	0	\$729,041
Shop									
Personnel		\$511,757		\$511,757		\$511,757			\$511,757
Supplies & Expenses		45,000	1,899	46,899		46,899			46,899
Other Services & Charges		47,000		47,000		47,000			47,000
Capital Outlays		0		0		0			0
Total - Shop	\$1,899	\$605,656	\$0	\$605,656	\$0	\$605,656	0	0	\$605,656
GOFS									
Personnel		\$270,708		\$270,708		\$270,708			\$270,708
Supplies & Expenses		9,900		9,900		9,900			9,900
Other Services & Charges		15,000	1,500	16,500		16,500			16,500
Capital Outlays		0		0		0			0
Total - GOFS	\$1,500	\$297,108	\$0	\$297,108	\$0	\$297,108	0	0	\$297,108
Drainage									
Personnel		\$193,495		\$193,495		\$200,308			\$200,308
Supplies & Expenses		55,500	16,250	71,750		71,750			71,750
Other Services & Charges		245,000		245,000		245,000			245,000
Capital Outlays		13,210		13,210		13,210	11,000		24,210
Total - Drainage	\$16,250	\$523,455	\$0	\$523,455	\$6,813	\$530,268	11,000	0	\$541,268

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2016

	Original					Proposed			Proposed		
	FY 2016	Oct/Nov/Dec	Amended	Jan/Feb	Amended	Feb	Amended	May	August	Amended	Proposed
	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Amend'ts	Budgets	Budgets
Construction											
Personnel	\$723,870		\$723,870		\$723,870		\$723,870			\$723,870	\$723,870
Supplies & Expenses	185,000	1,929	186,929		\$186,929		186,929			186,929	186,929
Other Services & Charges	148,000	1,432	149,432		\$149,432		149,432			149,432	149,432
Capital Outlays	25,000	0	25,000		\$25,000		25,000			25,000	25,000
Total - Construction	\$1,081,870	\$3,361	\$1,085,231	\$0	\$1,085,231	\$0	\$1,085,231	0	0	\$1,085,231	\$1,085,231
Sanitation											
Personnel	\$1,460,225		1,460,225		\$1,460,225		\$1,460,225			\$1,460,225	\$1,460,225
Supplies & Expenses	310,090	1,052	311,142		\$311,142		311,142			311,142	311,142
Other Services & Charges	1,194,050	5,598	1,199,648		\$1,199,648		1,199,648	2,500		1,202,148	1,202,148
Capital Outlays	0	0	0		\$0		0			0	0
Total - Sanitation	\$2,964,365	\$6,650	\$2,971,015	\$0	\$2,971,015	\$0	\$2,971,015	2,500	0	\$2,973,515	\$2,973,515
Street Cleaning											
Personnel	\$81,577		\$81,577		\$81,577		\$81,577			\$81,577	\$81,577
Supplies & Expenses	19,200		19,200		\$19,200		19,200			19,200	19,200
Other Services & Charges	4,600		4,600		\$4,600		4,600			4,600	4,600
Capital Outlays	0		0		\$0		0			0	0
Total - Street Cleaning	\$105,377	\$0	\$105,377	\$0	\$105,377	\$0	\$105,377	0	0	\$105,377	\$105,377
Health											
Personnel	\$477,936		\$477,936		\$477,936		\$477,936			\$477,936	\$477,936
Supplies & Expenses	151,000		151,000		\$151,000		151,000			151,000	151,000
Other Services & Charges	8,700		8,700		\$8,700		8,700			8,700	8,700
Capital Outlays	55,000		55,000		\$55,000		55,000			55,000	55,000
Total - Health	\$692,636	\$0	\$692,636	\$0	\$692,636	\$0	\$692,636	0	0	\$692,636	\$692,636
Recap - Public Services:											
Personnel	\$6,377,727	\$0	\$6,377,727	\$0	\$6,377,727	\$8,659	\$6,386,386	0	0	\$6,386,386	\$6,386,386
Supplies & Expenses	\$1,414,560	28,393	1,442,953	0	\$1,442,953	0	1,442,953	0	0	1,442,953	1,442,953
Other Services & Charges	\$4,683,150	113,360	4,796,510	0	\$4,796,510	8,500	4,805,010	2,500	-38,831	4,807,510	4,768,679
Capital Outlays	\$254,310	0	254,310	0	\$254,310	0	254,310	11,000	38,831	265,310	304,141
Total - Public Services	\$12,729,747	\$141,753	\$12,871,500	\$0	\$12,871,500	\$17,159	\$12,888,659	13,500	0	\$12,902,159	\$12,902,159
Animal Control											
Personnel	\$157,382		\$157,382		\$157,382		\$157,382			\$157,382	\$157,382
Supplies & Expenses	20,400		20,400		\$20,400		20,400			20,400	20,400
Other Services & Charges	124,883		124,883		\$124,883		124,883			124,883	124,883
Capital Outlays	44,000		44,000		\$44,000		44,000			44,000	44,000
Total - Animal Control	\$346,665	\$0	\$346,665	\$0	\$346,665	\$0	\$346,665	0	0	\$346,665	\$346,665

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2016

	Original		Proposed		Proposed		Proposed		Proposed	
	FY 2016	Oct/Nov/Dec	Amended	Jan/Feb	Amended	Feb	Amended	May	Amended	August
	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts
Human/Social Assist.										
Personnel			\$0		\$0		\$0		\$0	
Supplies & Expenses			0		\$0		0		0	
Other Services & Charges	199,500		199,500		\$199,500		199,500	2,500	202,000	
Capital Outlays			0		\$0		0		0	
Total - Human/Social Assist.	\$199,500	\$0	\$199,500	\$0	\$199,500	\$0	\$199,500	2,500	\$202,000	0
Economic Dev.										
Personnel			\$0		\$0		\$0		\$0	
Supplies & Expenses			0		\$0		0		0	
Other Services & Charges	230,000		230,000		\$230,000		230,000		230,000	
Capital Outlays			0		\$0		0		0	
Total - Economic Dev.	\$230,000	\$0	\$230,000	\$0	\$230,000		\$230,000	0	\$230,000	0
Debt Service										
Principal	\$1,066,494		\$1,066,494		\$1,066,494		\$1,066,494		\$1,066,494	
Interest	87,960		\$87,960		\$87,960		\$87,960		\$87,960	
Total Debt Service	\$1,154,454	\$0	\$1,154,454	\$0	\$1,154,454	\$0	\$1,154,454	0	\$1,154,454	0
Airport										
Personnel	\$79,355		\$79,355		\$79,355		\$79,355		\$79,355	
Supplies & Expenses	38,000		38,000		\$38,000		38,000		38,000	
Other Services & Charges	85,000	958	85,958		\$85,958		85,958		85,958	
Capital Outlays	0		0		\$0		0		0	
Total - Airport	\$202,355	\$958	\$203,313	\$0	\$203,313	\$0	\$203,313	0	\$203,313	0
Cemetery										
Personnel	\$757,203		\$757,203		\$757,203		\$757,203		\$757,203	
Supplies & Expenses	88,700		88,700		\$88,700		88,700		88,700	
Other Services & Charges	50,300		50,300		\$50,300		50,300		50,300	
Capital Outlays	102,500		102,500		\$102,500	15,000	117,500		117,500	
Total - Cemetery	\$998,703	\$0	\$998,703	\$0	\$998,703	\$15,000	\$1,013,703	0	\$1,013,703	0
Parking Garages										
Personnel	\$217,157		\$217,157		\$217,157		\$217,157		\$217,157	
Supplies & Expenses	7,170		7,170		\$7,170		7,170		7,170	
Other Services & Charges	87,050	100	87,150		\$87,150		87,150		87,150	
Capital Outlays	0		0		\$0	0	0		0	
Total - Parking Garages	\$311,377	\$100	\$311,477	\$0	\$311,477	\$0	\$311,477	0	\$311,477	55,500

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec		Amended		Jan/Feb		Amended		Feb		Amended		Proposed May		Proposed August		Proposed	
		Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets		
Transfers to Other Funds	\$3,460,000		\$3,460,000		\$3,460,000		\$3,460,000		\$3,460,000		\$3,460,000		\$3,460,000			30,000		\$3,490,000	
EXPENDITURES & TRANSFERS	\$53,779,886	\$300,909	\$54,080,795	\$0	\$54,080,795	\$0	\$54,080,795	\$0	\$54,080,795	-\$23,764	\$54,057,031	521,566	\$54,578,597	127,800				\$54,706,397	
Recap - General Fund																			
Personnel	\$30,422,937	\$0	\$30,422,937	\$0	\$30,422,937	\$0	\$30,422,937	\$0	\$30,422,937	-\$56,964	\$30,365,973	2,110	\$30,368,083	170,500				\$30,538,583	
Supplies & Expenses	2,949,153	88,881	3,038,034	0	3,038,034	0	3,038,034	0	3,038,034	0	3,038,034	-14,755	3,023,279	-73,900				2,949,379	
Other Services & Charges	13,786,034	203,385	13,989,419	0	13,989,419	0	13,989,419	0	13,989,419	16,500	14,005,919	75,693	14,081,612	-132,631				13,948,981	
Capital Outlays	2,007,308	8,643	2,015,951	0	2,015,951	0	2,015,951	0	2,015,951	16,700	2,032,651	458,518	2,491,169	133,831				2,625,000	
Principal Payments	1,066,494	0	1,066,494	0	1,066,494	0	1,066,494	0	1,066,494	0	1,066,494	0	1,066,494	0				1,066,494	
Interest Payments	87,960	0	87,960	0	87,960	0	87,960	0	87,960	0	87,960	0	87,960	0				87,960	
Total - Gen. Fund Cost Centers	\$50,319,886	\$300,909	\$50,620,795	\$0	\$50,620,795	\$0	\$50,620,795	\$0	\$50,620,795	-\$23,764	\$50,597,031	521,566	\$51,118,597	97,800				\$51,216,397	
Transfers to Other Funds	3,460,000	0	3,460,000	0	3,460,000	0	3,460,000	0	3,460,000	0	3,460,000	0	3,460,000	30,000				3,490,000	
Total - Expenditures & Transfers	\$53,779,886	\$300,909	\$54,080,795	\$0	\$54,080,795	\$0	\$54,080,795	\$0	\$54,080,795	-\$23,764	\$54,057,031	\$521,566	\$54,578,597	\$127,800				\$54,706,397	
Ending Cash Budget	\$2,332,086	-\$34,317	\$2,297,769	\$0	\$2,297,769	\$0	\$2,297,769	\$0	\$2,297,769	\$23,764	\$2,321,533	-\$424,399	\$1,897,134	\$2,995,500				\$4,892,634	

ADMINISTRATIVE	\$11,156,046			\$11,222,606				\$11,222,606						\$11,636,911				\$11,636,911				\$11,557,056	
POLICE & ACADEMY	\$12,828,067			\$12,899,555				\$12,899,555						\$12,932,783				\$12,932,783				\$12,922,783	
FIRE	\$7,913,006			\$7,927,535				\$7,927,535						\$7,927,535				\$7,927,535				\$7,927,535	
CODE ENFORCEMENT	\$748,966			\$754,487				\$754,487						\$754,487				\$756,597				\$756,597	
PUBLIC WORKS	\$12,729,747			\$12,871,500				\$12,871,500						\$12,888,659				\$12,902,159				\$12,902,159	
DEBT SERVICE	\$1,154,454			\$1,154,454				\$1,154,454						\$1,154,454				\$1,154,454				\$1,154,454	
OTHER	\$3,789,600			\$3,790,658				\$3,790,658						\$3,805,658				\$3,808,158				\$3,995,813	
TRANSFERS	\$3,460,000			\$3,460,000				\$3,460,000						\$3,460,000				\$3,460,000				\$3,490,000	
PERSONNEL	\$30,422,937			\$30,422,937				\$30,422,937						\$30,365,973				\$30,368,083				\$30,538,583	
SUPPLIES	\$2,949,153			\$3,038,034				\$3,038,034						\$3,038,034				\$3,023,279				\$2,949,379	
OTHER SERVICES & CHARGES	\$13,786,034			\$13,989,419				\$13,989,419						\$14,005,919				\$14,081,612				\$13,948,981	
CAPITAL OUTLAY	\$2,007,308			\$2,015,951				\$2,015,951						\$2,032,651				\$2,491,169				\$2,625,000	
DEBT SERVICE	\$1,154,454			\$1,154,454				\$1,154,454						\$1,154,454				\$1,154,454				\$1,154,454	
TRANSFERS	\$3,460,000			\$3,460,000				\$3,460,000						\$3,460,000				\$3,460,000				\$3,490,000	

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2016

Parks & Recreation (Fund #2):

Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Amended Budgets	Feb Amend'ts	Amended Budgets	Proposed May Amend'ts	Proposed Amended Budgets	Proposed June Amend'ts	Proposed Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
\$1,303,492		\$1,303,492		\$1,303,492		\$1,303,492		\$1,303,492		\$1,303,492		\$1,303,492
355,371	54	\$355,425		\$355,425		\$355,425		\$355,425		\$355,425		\$355,425
261,049	79,584	\$340,613		\$340,613	-21,794	\$318,819	15,000	\$333,819		\$333,819	50,000	\$383,819
245,500		\$245,500		\$245,500	54,794	\$300,294	-2,000	\$298,294		\$298,294		\$298,294
\$2,165,412	\$79,618	\$2,245,030	\$0	\$2,245,030	\$33,000	\$2,278,030	13,000	\$2,291,030	0	\$2,291,030	50,000	\$2,341,030

Recreation Admin.

\$464,453		\$464,453		\$464,453		\$464,453		\$464,453		\$464,453		\$464,453
88,550	122	\$88,672		\$88,672		\$88,672		\$88,672		\$88,672	20,000	\$108,672
497,950	944	\$498,894		\$498,894		\$498,894		\$498,894		\$498,894	-20,000	\$478,894
30,000		\$30,000		\$30,000		\$30,000	42,000	\$72,000		\$72,000		\$72,000
\$1,080,953	\$1,066	\$1,082,019	\$0	\$1,082,019	\$0	\$1,082,019	42,000	\$1,124,019	0	\$1,124,019	0	\$1,124,019

Kemper Park Zoo

\$0		\$0		\$0		\$0		\$0		\$0		\$0
0		\$0		\$0		\$0		\$0		\$0		\$0
0		\$0		\$0		\$0		\$0		\$0		\$0
0		\$0		\$0		\$0		\$0		\$0		\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	0	\$0

Recap - Parks & Recreation Fund:

\$1,767,945	\$0	\$1,767,945	\$0	\$1,767,945	\$0	\$1,767,945	0	\$1,767,945	0	\$1,767,945	0	\$1,767,945
443,921	176	\$444,097	0	\$444,097	0	\$444,097	0	\$444,097	0	\$444,097	20,000	\$464,097
758,999	80,508	\$839,507	0	\$839,507	-21,794	\$817,713	15,000	\$832,713	0	\$832,713	30,000	\$862,713
275,500	0	\$275,500	0	\$275,500	54,794	\$330,294	40,000	\$370,294	0	\$370,294	0	\$370,294
\$3,246,365	\$80,684	\$3,327,049	\$0	\$3,327,049	\$33,000	\$3,360,049	\$55,000	\$3,415,049	\$0	\$3,415,049	\$50,000	\$3,465,049

Municipal Fire Protection (Fund #5):

\$0		\$0		\$0		\$0		\$0		\$0		\$0
68,861		\$68,861		\$68,861		\$68,861		\$68,861		\$68,861		\$68,861
26,450	1,045	\$27,495		\$27,495		\$27,495		\$27,495		\$27,495		\$27,495
272,953	787,299	\$1,060,252		\$1,060,252		\$1,060,252		\$1,060,252		\$1,060,252		\$1,060,252
161,260		\$161,260		\$161,260		\$161,260		\$161,260		\$161,260	30,985	\$192,245
10,825		\$10,825		\$10,825		\$10,825		\$10,825		\$10,825	1,790	\$12,615
\$540,349	\$788,344	\$1,328,693	\$0	\$1,328,693	\$0	\$1,328,693	\$0	\$1,328,693	\$0	\$1,328,693	\$32,775	\$1,361,468

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2016

Special Streets (Fund #8):

Original FY 2016	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Amended Budgets	Feb Amend'ts	Amended Budgets	Proposed May Amend'ts	Proposed Amended Budgets	Proposed June Amend'ts	Proposed Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
Personnel	\$0	\$0	\$0	\$0	\$0	\$0		\$0		\$0		\$0
Supplies & Expenses	0	0	0	0	0	0		0		0		0
Other Services & Charges	120,200	6,968	127,168	\$127,168		127,168		127,168		127,168		127,168
Capital Outlays	0	0	0	0	0	0		0		0		0
Total - Special Streets	\$120,200	\$6,968	\$127,168	\$0	\$0	\$127,168	0	\$127,168	0	\$127,168	0	\$127,168

Water & Sewer Operation & Maint. (Fund #9):

Customer Accounts Cost Center												
Personnel	\$460,572		\$460,572	\$460,572		\$460,572		\$460,572		\$460,572		\$460,572
Supplies & Expenses	29,580	1,293	30,873	\$30,873		30,873		30,873		30,873	7,000	37,873
Other Services & Charges	142,950		142,950	\$142,950		142,950		142,950		142,950		142,950
Capital Outlays	0	19,961	19,961	\$19,961		19,961		19,961		19,961		19,961
Total - Customer Accounts	\$633,102	\$21,254	\$654,356	\$0	\$0	\$654,356	0	\$654,356	0	\$654,356	7,000	\$661,356

Water Transmission Cost Center

Personnel	\$806,161		\$806,161	\$806,161		\$806,161		\$806,161		\$806,161		\$806,161
Supplies & Expenses	225,500	2,716	228,216	\$228,216		228,216		228,216		228,216		228,216
Other Services & Charges	766,500	1,837	768,337	\$768,337		768,337		768,337		768,337		768,337
Capital Outlays	90,000		90,000	\$90,000		90,000		90,000		90,000		90,000
Total - Water Trans.	\$1,888,161	\$4,553	\$1,892,714	\$0	\$0	\$1,892,714	0	\$1,892,714	0	\$1,892,714	0	\$1,892,714

Plant Cost Center

Personnel	\$638,411		\$638,411	\$638,411		\$638,411		\$638,411		\$638,411		\$638,411
Supplies & Expenses	138,500	64	138,564	\$138,564		138,564		138,564		138,564		138,564
Other Services & Charges	1,116,500	436	1,116,936	\$1,116,936		1,116,936		1,116,936		1,116,936		1,116,936
Capital Outlays	150,000		150,000	\$150,000		150,000		150,000		150,000		150,000
Total - Plant	\$2,043,411	\$500	\$2,043,911	\$0	\$0	\$2,043,911	0	\$2,043,911	0	\$2,043,911	0	\$2,043,911

Sewer Cost Center

Personnel	\$770,792		\$770,792	\$770,792		\$770,792		\$770,792		\$770,792		\$770,792
Supplies & Expenses	301,800	7,255	309,055	\$309,055		309,055		309,055		309,055	50,000	359,055
Other Services & Charges	1,233,200	19,579	1,252,779	\$1,252,779		1,252,779		1,252,779		1,252,779	250,000	1,502,779
Capital Outlays	40,000		40,000	\$40,000		40,000		40,000		40,000		40,000
Total - Water Trans.	\$2,345,792	\$26,834	\$2,372,626	\$0	\$0	\$2,372,626	0	\$2,372,626	0	\$2,372,626	300,000	\$2,672,626

Lagoon Cost Center

Personnel	\$308,844		\$308,844	\$308,844		\$308,844		\$308,844		\$308,844		\$308,844
Supplies & Expenses	349,700	28,763	378,463	\$378,463		378,463		378,463		378,463		378,463
Other Services & Charges	1,600,000	10,039	1,610,039	\$1,610,039		1,610,039	150,000	1,760,039		1,760,039	250,000	2,010,039
Capital Outlays	540,000		540,000	\$540,000		540,000		540,000		540,000	150,000	690,000
Principal Payments	0	0	0	\$0		0		0		0		0
Interest Payments	0		0	\$0		0		0		0		0
Total - Lagoon Cost Center	\$2,798,544	\$38,802	\$2,837,346	\$0	\$0	\$2,837,346	150,000	\$2,987,346	0	\$2,987,346	400,000	\$3,387,346

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2016

Recap: Water & Sewer O & M Fund:

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Amended Budgets	Feb Amend'ts	Amended Budgets	Proposed May Amend'ts	Proposed Amended Budgets	Proposed June Amend'ts	Proposed Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
Personnel	\$2,984,780	\$0	\$2,984,780	\$0	\$2,984,780	\$0	\$2,984,780	\$0	\$2,984,780	\$0	\$2,984,780	\$0	\$2,984,780
Supplies & Expenses	1,045,080	40,091	1,085,171	0	\$1,085,171	0	1,085,171	0	1,085,171	0	1,085,171	57,000	1,142,171
Other Services & Charges	4,859,150	31,891	4,891,041	0	\$4,891,041	0	4,891,041	150,000	5,041,041	0	5,041,041	500,000	5,541,041
Capital Outlays	820,000	19,961	839,961	0	\$839,961	0	839,961	0	839,961	0	839,961	150,000	989,961
Principal Payments	0	0	0	0	\$0	0	0	0	0	0	0	0	0
Interest Payments	0	0	0	0	\$0	0	0	0	0	0	0	0	0
Total - Water & Sewer O & M Fund	\$9,709,010	\$91,943	\$9,800,953	\$0	\$9,800,953	\$0	\$9,800,953	\$150,000	\$9,950,953	\$0	\$9,950,953	\$707,000	\$10,657,953

Water & Sewer Bond & Int. (Fund #10):

Principal Payments	\$2,370,000		\$2,370,000		\$2,370,000		\$2,370,000		\$2,370,000		\$2,370,000		\$2,370,000
Interest Payments	\$2,165,016		\$2,165,016		\$2,165,016		\$2,165,016		\$2,165,016		\$2,165,016		\$2,165,016
Paying Agent Fees	\$8,000		\$8,000		\$8,000		\$8,000		\$8,000		\$8,000		\$8,000
Total - W & S Bond & Int. Fund	\$4,543,016	\$0	\$4,543,016	\$0	\$4,543,016	\$0	\$4,543,016	\$0	\$4,543,016	\$0	\$4,543,016	\$0	\$4,543,016

Water & Sewer Revenue (Fund #11):

Principal Payments	\$397,000		\$397,000		\$397,000		\$397,000		\$397,000		\$397,000		\$397,000
Interest Payments	22,700		22,700		22,700		22,700		22,700		22,700		22,700
other services & charges	52,900		52,900		52,900		52,900		52,900		52,900		52,900
Transfers to other funds	16,902,600		16,902,600		\$16,902,600		16,902,600		16,902,600		16,902,600		16,902,600
Total - W & S Revenue Fund	\$17,375,200	\$0	\$17,375,200	\$0	\$17,375,200	\$0	\$17,375,200	\$0	\$17,375,200	\$0	\$17,375,200	\$0	\$17,375,200

1999 Tax Increment (Walmart) Bond & Int (Fund #12):

Principal Payments	\$0		\$0		\$0		\$0		\$0		\$0		\$0
Interest Payments	0		0		0		0		0		0		0
Paying Agent Fees	0		0		0		0		0		0		0
Total - 1999 TIF Bond & Int Fund	\$0	0	\$0	0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

City Bond & Interest (Fund #13):

Principal Payments	\$2,805,000		\$2,805,000		\$2,805,000		\$2,805,000		\$2,805,000		\$2,805,000		\$2,805,000
Interest Payments	367,388		367,388		\$367,388		367,388		367,388		367,388		367,388
Other Services & Charges	39,000		39,000		\$39,000		39,000		39,000		39,000		39,000
Paying Agent Fees	15,000		15,000		\$15,000		15,000		15,000		15,000		15,000
Total - 1999 TIF Bond & Int Fund	\$3,226,388	\$0	\$3,226,388	\$0	\$3,226,388	\$0	\$3,226,388	\$0	\$3,226,388	\$0	\$3,226,388	\$0	\$3,226,388

USA Yeast Bond & Interest (Fund #15):

Principal Payments	\$0		\$0		\$0		\$0		\$0		\$0		\$0
Interest Payments	0		0		0		0		0		0		0
Transfers Out	0		0		0		0		0		0		0
other services & charges	0		0		0		0		0		0		0
Total - 1999 TIF Bond & Int Fund	\$0	0	\$0	0	\$0	0	\$0	0	0	0	0	0	0

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2016

	Original FY 2016		Oct/Nov/Dec		Amended		Jan/Feb		Amended		Feb		Amended		Proposed May		Proposed June		Proposed August		Proposed		
	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	
Police Fines & Forfeitures (Fund #19):																							
Personnel	\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		
Supplies & Expenses	169,355		169,355		\$169,355		\$169,355		169,355		169,355		169,355		169,355		169,355		169,355		169,355		
Other Services & Charges	26,100		26,100		\$26,100		\$26,100		26,100		26,100		26,100		26,100		26,100		26,100		26,100		
Capital Outlays	51,900		51,900		\$51,900		\$51,900		51,900		51,900		69,704		121,604		121,604		121,604		121,604		
Transfers	0		0		\$0		\$0		\$0		\$0		0		0		0		0		0		
Total - Fines & Forf. Fund		\$247,355	\$0	\$247,355	\$0	\$247,355	\$0	\$247,355	\$0	\$247,355	\$0	\$247,355	\$69,704	\$317,059	\$317,059	\$0	\$317,059	\$0	\$317,059	\$0	\$317,059	\$0	
Series 2002 TIF Bond & Int (Southern Pointe, Fund #20):																							
Principal Payments	\$130,000				\$130,000		\$130,000		\$130,000		\$130,000		\$130,000		\$130,000		\$130,000		\$130,000		\$130,000		
Interest Payments	117,128		117,128		\$117,128		\$117,128		117,128		117,128		117,128		117,128		117,128		117,128		117,128		
other services & charges	2,000		2,000		\$2,000		\$2,000		2,000		2,000		2,000		2,000		2,000		2,000		2,000		
Total - 1999 TIF Bond & Int Fund		\$249,128	0	\$249,128	0	\$249,128	0	\$249,128	0	\$249,128	0	\$249,128	0	\$249,128	0	\$249,128	0	\$249,128	0	\$249,128	0	\$249,128	0
Series 2004 TIF Bond & Int (Home Depot, Fund #21):																							
Principal Payments	\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		
Interest Payments	0		0		\$0		\$0		0		0		0		0		0		0		0		
other services & charges	0		0		0		\$0		0		0		0		0		0		0		0		
Total - 2004 TIF Bond & Int Fund		\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	
Series 2003 TIF Bond & Int (Chauvet Sq., Fund #22):																							
Principal Payments	\$110,000				\$110,000		\$110,000		\$110,000		\$110,000		\$110,000		\$110,000		\$110,000		\$110,000		\$110,000		
Interest Payments	82,688		82,688		\$82,688		\$82,688		82,688		82,688		82,688		82,688		82,688		82,688		82,688		
other services & charges	2,000		2,000		\$2,000		\$2,000		2,000		2,000		2,000		2,000		2,000		2,000		2,000		
Transfers to other Funds	0		0		\$0		\$0		0		0		0		0		0		0		0		
Total - 2003 TIF Bond & Int Fund		\$194,688	\$0	\$194,688	\$0	\$194,688	\$0	\$194,688	\$0	\$194,688	\$0	\$194,688	0	\$194,688	0	\$194,688	0	\$194,688	0	\$194,688	0	\$194,688	0
Series 2007 TIFBond & Int (Turtle Creek Fund 23):																							
Principal Payments	345,000				\$345,000		\$345,000		\$345,000		\$345,000		\$345,000		\$345,000		\$345,000		\$345,000		\$345,000		
Interest Payments	107,689		107,689		\$107,689		\$107,689		107,689		107,689		107,689		107,689		107,689		107,689		107,689		
Other Services & Charges	5,000		5,000		\$5,000		\$5,000		5,000		5,000		5,000		5,000		5,000		5,000		5,000		
Total - 2007 TIF Bond & Int Fund		\$457,689	\$0	\$457,689	\$0	\$457,689	\$0	\$457,689	\$0	\$457,689	\$0	\$457,689	\$0	\$457,689	\$0	\$457,689	\$0	\$457,689	\$0	\$457,689	\$0	\$457,689	\$0
Series 2008 TIF Bond & Int (Lincoln Center Fund 24):																							
Principal Payments	\$40,000				\$40,000		\$40,000		\$40,000		\$40,000		\$40,000		\$40,000		\$40,000		\$40,000		\$40,000		
Interest Payments	\$14,800		14,800		\$14,800		\$14,800		14,800		14,800		14,800		14,800		14,800		14,800		14,800		
Other Services & Charges	\$1,000		1,000		\$1,000		\$1,000		1,000		1,000		1,000		1,000		1,000		1,000		1,000		
Total - 2008 TIF Bond & Int Fund		\$55,800	\$0	\$55,800	\$0	\$55,800	\$0	\$55,800	\$0	\$55,800	\$0	\$55,800	\$0	\$55,800	\$0	\$55,800	\$0	\$55,800	\$0	\$55,800	\$0	\$55,800	\$0
Series 2011 TIF Bond & Int (Turtle Creek Commons/Kohl's Fund 25):																							
Principal Payments	\$65,000				\$65,000		\$65,000		\$65,000		\$65,000		\$65,000		\$65,000		\$65,000		\$65,000		\$65,000		
Interest Payments	\$22,750		22,750		\$22,750		\$22,750		22,750		22,750		22,750		22,750		22,750		22,750		22,750		
Other Services & Charges	\$2,000		2,000		\$2,000		\$2,000		2,000		2,000		2,000		2,000		2,000		2,000		2,000		
Total - 2008 TIF Bond & Int Fund		\$89,750	\$0	\$89,750	\$0	\$89,750	\$0	\$89,750	\$0	\$89,750	\$0	\$89,750	\$0	\$89,750	\$0	\$89,750	\$0	\$89,750	\$0	\$89,750	\$0	\$89,750	\$0

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2016

Original											
FY 2016			Oct/Nov/Dec		Jan/Feb		Amended		Feb		Proposed Amend'ts
Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	
Personnel	\$0			\$0		\$0		\$0		\$0	Proposed Amended Budgets
Supplies & Expenses	0			0		0		0		0	August Amend'ts
Other Services & Charges				0		\$0		32,415		63,743	Budgets
Capital Outlays	2,508,767			2,508,767		\$2,508,767		2,508,767		2,508,767	
Total - Airport Imp. Fund	\$2,508,767	\$0	\$0	\$2,508,767	\$0	\$2,508,767	\$32,415	\$2,541,182	\$31,328	\$2,572,510	\$0
											\$2,572,510

Rename as Series 2015A & Series 2015B TIF Bond & Int (The Ridge at Turtle Creek and Midtown Market)
(Old Name: 2009 Gen.Oblig.Refunding Bonds (Fund #50))

Principal Payments	0			0		0		0		70,000	
Interest Payments	0			0		0		0		72,568	70,000
Paying Agent Fees	0			0		0		0		2,000	72,568
Other Services & Charges	0			0		0		0		0	2,000
Total - 2007 G.O.Refunding	0	0	0	0	0	0	0	144,568	0	144,568	0
											144,568

Municipal Road & Bridge (Fund #72):

Personnel	\$0			\$0		\$0		\$0		\$0	
Supplies & Expenses	0			0		0		0		0	\$0
Other Services & Charges	1,148,000			1,148,400		\$1,148,400		1,173,400		1,173,400	1,173,400
Capital Outlays	5,835,888	400	85,353	5,921,241	25,000	\$5,921,241	951,368	6,872,609		6,872,609	6,872,609
Principal	115,074			115,074		\$115,074		115,074		115,074	115,074
Interest	2,095			2,095		\$2,095		2,095		2,095	2,095
Total - Municipal Road & Bridge	\$7,101,057	\$85,753	\$7,186,810	\$0	\$976,368	\$7,186,810	\$8,163,178	\$8,163,178	\$0	\$8,163,178	\$8,163,178
											\$8,163,178

Mass Transit (Fund #73):

Personnel	\$773,705			\$773,705		\$773,705		\$773,705		\$773,705	\$773,705
Supplies & Expenses	217,400	61		217,461		\$217,461		217,461		217,461	217,461
Other Services & Charges	239,300	372,288		611,588		\$611,588		611,588		611,588	611,588
Capital Outlays	467,418			467,418		\$467,418		467,418		467,418	467,418
Total - Mass Transit Fund	\$1,697,823	\$372,349	\$2,070,172	\$0	\$0	\$2,070,172	\$0	\$2,070,172	\$0	\$2,070,172	\$2,070,172
											\$2,070,172

Water & Sewer Construction (Fund #75):

Personnel	\$0			\$0		\$0		\$0		\$0	\$0
Supplies & Expenses	0			0		0		0		0	0
Other Services & Charges	1,208,000			1,208,000		\$1,208,000		1,208,000	500,000	1,708,000	2,208,000
Capital Outlays	2,400,000			2,400,000		\$2,400,000		2,400,000		2,400,000	2,400,000
Total - W & S Construction Fund	\$3,608,000	\$0	\$3,608,000	\$0	\$0	\$3,608,000	\$0	\$3,608,000	\$500,000	\$4,108,000	\$4,608,000
											\$4,608,000

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2016

Community Centers (Fund #77):

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Amended Budgets	Feb Amend'ts	Amended Budgets	Proposed May Amend'ts	Proposed Amended Budgets	Proposed June Amend'ts	Proposed August Amend'ts	Proposed Amended Budgets
Personnel	\$553,280		\$553,280		\$553,280		\$553,280		\$553,280			\$553,280
Supplies & Expenses	66,350	73	66,423		\$66,423		66,423		66,423			66,423
Other Services & Charges	190,450	2,281	192,731		\$192,731		192,731		192,731			192,731
Capital Outlays	207,500	192,829	400,329		\$400,329		400,329		400,329			400,329
Total - Community Centers Fund	\$1,017,580	\$195,183	\$1,212,763	\$0	\$1,212,763	\$0	\$1,212,763	\$0	\$1,212,763	\$0	\$0	\$1,212,763

Community Dev. Block Grant (Fund #82):

Personnel	\$96,267		\$96,267		\$96,267	\$71,759	\$168,026		\$168,026			\$168,026
Supplies & Expenses	7,100		7,100		\$7,100	300	7,400		7,400			7,400
Other Services & Charges	147,791		147,791		\$147,791	81,598	229,389		229,389			229,389
Capital Outlays	791,662		791,662		\$791,662	369,987	1,161,649		1,161,649			1,161,649
Transfers	0		0		\$0		0		0			0
Total - CDBG Fund	\$1,042,820	\$0	\$1,042,820	\$0	\$1,042,820	\$523,644	\$1,566,464	\$0	\$1,566,464	\$0	\$0	\$1,566,464

Series 2009 G.O. Bonds - AMR Project (Fund #78)

Supplies	\$0		0		\$0		0		0			0
Other Services & Charges	\$0		0		\$0		0		0			0
Transfers Out	\$0		0		\$0		0		0			0
Capital Outlay	0		0		\$0		0		0			0
Total - Series 2009 G.O. Bonds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Public Safety/Recreation Construction (Fund #88):

Personnel	\$0		\$0		\$0		\$0		\$0			\$0
Supplies & Expenses	0		0		\$0		0		0			0
Other Services & Charges	2,800,000		2,800,000		\$2,800,000		2,800,000		2,800,000			2,800,000
Capital Outlays	22,200,000		22,200,000		\$22,200,000		22,200,000		22,200,000			22,200,000
Transfers to other Funds	0		0		\$0		0		0			0
Total - Series 2002 Const. Fund	\$25,000,000	\$0	\$25,000,000	\$0	\$25,000,000	\$0	\$25,000,000	\$0	\$25,000,000	\$0	\$0	\$25,000,000

MDA Energy Efficiency Capital Projects (Fund 89):

Personnel	\$0		\$0		\$0		\$0		\$0			\$0
Supplies & Expenses	0		0		\$0		0		0			0
Other Services & Charges	0		0		\$0		0		0			0
Capital Outlays	7,449,713		7,449,713		\$7,449,713		7,449,713		7,449,713			7,449,713
Transfers	0		0		\$0		0		0			0
Total - Series 2004 Const. Fund	\$7,449,713	\$0	\$7,449,713	\$0	\$7,449,713	\$0	\$7,449,713	\$0	\$7,449,713	\$0	\$0	\$7,449,713

Series 2008 G.O. Note (Downtown Lighting)(Fund # 90):

Personnel	\$0		\$0		\$0		\$0		\$0			\$0
Supplies & Expenses	0		0		\$0		0		0			0
Other Services & Charges	0		0		\$0		0		0			0
Capital Outlays	0		0		\$0		0		0			0
Transfers	0		0		\$0		0		0			0
Total - Series 2004 Const. Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2016

	Original FY 2016		Oct/Nov/Dec		Jan/Feb		Amended		Feb		Amended		Proposed		Proposed		Proposed		Proposed		Proposed		Proposed	
	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts
TIF Construction (Fund # 91):																								
Personnel	\$0				\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	
Supplies & Expenses	0				0		0		0		0		0		0		0		0		0		0	
Other Services & Charges	0				0		0		0		0		0		0		0		0		0		0	
Capital Outlays	0				0		0		0		0		0		0		0		0		0		0	
Transfers	0				0		0		0		0		0		0		0		0		0		0	
Total - Series 2004 Const. Fund	\$0	\$0	\$0	\$0	\$0	\$1,435,000	\$1,435,000	\$0	\$845,000	\$2,280,000	\$0	\$2,280,000	\$0	\$2,280,000	\$0	\$2,280,000	\$2,863,844	\$5,163,844	\$2,863,844	\$5,163,844	\$2,863,844	\$5,163,844	\$2,863,844	\$5,163,844

Series 2001 G.O. Bond Construction (Fund # 95):

Personnel	\$0				\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	
Supplies & Expenses	0				0		0		0		0		0		0		0		0		0		0	
Other Services & Charges	0				0		0		0		0		0		0		0		0		0		0	
Capital Outlays	175				173		\$173		173		173		173		173		173		173		173		173	
Transfers	0				0		0		0		0		0		0		0		0		0		0	
Total - Series 2001 Const. Fund	\$175	-\$2	\$173	\$0	\$173	\$0	\$173	\$0	\$173	\$0	\$173	\$0	\$173	\$0	\$173	\$0	\$173	\$0	\$173	\$0	\$173	\$0	\$173	\$0

Mississippi Dev. Bank Construction (Fund # 96):

Personnel	\$0				\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	
Supplies & Expenses	0				0		0		0		0		0		0		0		0		0		0	
Other Services & Charges	0				0		0		0		0		0		0		0		0		0		0	
Transfers	0				0		0		0		0		0		0		0		0		0		0	
Capital Outlays	0				0		0		0		0		0		0		0		0		0		0	
Total - MDB Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Kamper Park Imp. (Fund #98):

Personnel	\$0				\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	
Supplies & Expenses	0				0		0		0		0		0		0		0		0		0		0	
Other Services & Charges	0				0		0		0		0		0		0		0		0		0		0	
Capital Outlays	2,245				2,241		\$2,241		2,241		2,241		2,241		2,241		2,241		2,241		2,241		2,241	
Total - Kamper Park Imp. Fund	\$2,245	-\$4	\$2,241	\$0	\$2,241	\$0	\$2,241	\$0	\$2,241	\$0	\$2,241	\$0	\$2,241	\$0	\$2,241	\$0	\$2,241	\$0	\$2,241	\$0	\$2,241	\$0	\$2,241	\$0

Series 2010 Water & Sewer G.O. Constr. (Fund #99):

Personnel	\$0				\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	
Supplies & Expenses	0				0		0		0		0		0		0		0		0		0		0	
Other Services & Charges	0				0		0		0		0		0		0		0		0		0		0	
Capital Outlay	\$0				0		0		0		0		0		0		0		0		0		0	
Transfers out	\$0				0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	
Total - Series 2010 Constr.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2016

	Original		Oct/Nov/Dec		Jan/Feb		Amended		Feb		Proposed		Proposed		Proposed		Proposed		Proposed		Proposed	
	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Amended	Amend'ts	Amended	Amend'ts	Amended	Amend'ts	Amended	Amend'ts	Amended	Amend'ts	Amended	Amend'ts
<i>Series 2013 Water & Sewer Revenue Constr. (Fund #105):</i>																						
Personnel					0		\$0		0		0		0		0		0		0		0	
Supplies & Expenses					0		\$0		0		0		0		0		0		0		0	
Other Services & Charges	\$4,000,000	\$3,500,000			7,500,000		\$7,500,000		7,500,000		7,500,000		7,500,000		7,500,000		7,500,000		8,000,000		8,000,000	
Capital Outlay	\$10,927,400	-\$3,237,186			7,690,214		\$7,690,214		7,690,214		7,690,214		7,690,214		7,690,214		7,690,214		7,190,214		7,190,214	
Transfers					0		\$0		0		0		0		0		0		0		0	
Total - Series 2013 Constr.	\$14,927,400	\$262,814	\$15,190,214	\$0	\$15,190,214	\$0	\$15,190,214	\$0	\$15,190,214	\$0	\$15,190,214	\$0	\$15,190,214	\$0	\$15,190,214	\$0	\$15,190,214	\$0	\$15,190,214	\$0	\$15,190,214	\$0

Series 2012 Water & Sewer Const. (Fund #94):

Personnel	\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	
Supplies & Expenses	0		0		0		0		0		0		0		0		0		0		0	
Other Services & Charges	0		0		0		0		0		0		0		0		0		0		0	
Capital Outlays	21,244		21,244		21,244		21,244		21,244		21,244		21,244		21,244		21,244		21,244		21,244	
Transfers Out	0		0		0		0		0		0		0		0		0		0		0	
Total - Series 2012 Const.	\$21,244	\$0	\$21,244	\$0	\$21,244	\$0	\$21,244	\$0	\$21,244	\$0	\$21,244	\$0	\$21,244	\$0	\$21,244	\$0	\$21,244	\$0	\$21,244	\$0	\$21,244	\$0

GRAND TOTAL - FUNDS OTHER
THAN THE GENERAL FUND

General Fund	\$104,431,762	\$1,884,032	\$106,315,794	\$1,435,000	\$107,750,794	\$2,410,427	\$110,161,221	\$450,600	\$110,611,821	\$500,000	\$111,111,821	\$4,173,619	\$115,285,440
TOTAL EXPENDITURES & TRANSFERS	\$53,779,886	\$300,909	\$54,080,795	\$0	\$54,080,795	-\$23,764	\$54,057,031	\$521,566	\$54,578,597	\$127,800	\$54,706,397	\$0	\$0
	\$158,211,648	\$2,184,941	\$160,396,589	\$1,435,000	\$161,831,589	\$2,386,663	\$164,218,252	\$972,166	\$165,190,418	\$627,800	\$165,818,218	\$4,173,619	\$115,285,440
Less: Interfund Transfers	-20,362,600	0	-20,362,600	-132,607	-20,495,207	0	-20,495,207	0	-20,495,207	-30,000	-20,525,207	-170,072	-17,175,279
TOTAL EXPENDITURES	\$137,849,048	\$2,184,941	\$140,033,989	\$1,302,393	\$141,336,382	\$2,386,663	\$143,723,045	\$972,166	\$144,695,211	\$597,800	\$145,293,011	\$4,003,547	\$98,110,161

Recap of City-Wide Expenditure Budgets:

Personnel	\$36,598,914	\$0	\$36,598,914	\$0	\$36,598,914	\$14,795	\$36,613,709	\$2,110	\$36,615,819	\$170,500	\$36,786,319	\$0	\$6,247,736
Supplies & Expenses	\$4,967,220	\$129,282	\$5,096,502	\$0	\$5,096,502	\$300	\$5,096,802	-\$14,755	\$5,082,047	-\$73,900	\$5,008,147	\$77,000	\$2,135,768
Other Services & Charges	\$29,437,374	\$4,198,766	\$33,636,140	\$128,001	\$33,764,141	\$178,719	\$33,942,860	\$274,021	\$34,216,881	\$367,369	\$34,584,250	\$1,690,000	\$22,325,269
Capital Outlays	\$56,239,673	-\$2,143,107	\$54,096,566	\$1,174,392	\$55,270,958	\$2,192,849	\$57,463,807	\$568,222	\$58,032,029	\$133,831	\$58,165,860	\$2,233,772	\$57,774,632
Principal Payments	7,604,828	0	7,604,828	0	7,604,828	0	7,604,828	70,000	7,674,828	0	7,674,828	30,985	6,639,319
Interest Payments	3,001,039	0	3,001,039	0	3,001,039	0	3,001,039	72,568	3,073,607	0	3,073,607	1,790	2,987,437
Total Expenditure Budgets	\$137,849,048	\$2,184,941	\$140,033,989	\$1,302,393	\$141,336,382	\$2,386,663	\$143,723,045	\$972,166	\$144,695,211	\$597,800	\$145,293,011	\$4,033,547	\$98,110,161

**CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2016**

GENERAL FUND:

REVENUES & BEG. CASH:

Taxes - Other	\$28,000
Licenses & Permits	4,514,300
Inter-governmental Revenues:	
Federal Grants	634,674
State Grants	193,953
State-Shared Revenues	22,494,000
County Shared Revenues	70,948
Charges for Services:	
Public safety	125,300
Streets	7,000
Sanitation	2,250,000
Misc.	3,069,704
Fines & Forfeits	1,851,000
Miscellaneous	164,700
Transfers-In	623,000
Non-Revenue Receipts	3,030,860
Total From All Sources	
Other Than taxation	39,057,439
Beginning Cash and	
Investment Balance	6,263,592
Amount to be Raised by Tax Levy	14,278,000
TOTAL FROM ALL SOURCES	\$59,599,031

EXPENDITURES & ENDING CASH:

General Government:	
Personnel	4,227,651
Supplies & Expenses	205,165
Other services & Charges	5,863,382
Capital Outlays	1,260,858
Total - General Government	11,557,056
Police Dept.:	
Personnel	10,575,835
Supplies & Expenses	695,782
Other services & Charges	521,543
Capital Outlays	840,998
Total - Police Dept.	12,634,158
Police & Fire Training:	
Personnel	35,810
Supplies & Expenses	138,147
Other services & Charges	114,668
Capital Outlays	0
Total - Police & Fire Training	288,625
Fire Dept.:	
Personnel	7,321,758
Supplies & Expenses	285,159
Other services & Charges	316,618
Capital Outlays	4,000
Total - Fire Dept.	7,927,535
Land Development Administration:	
Personnel	609,546
Supplies & Expenses	27,903
Other services & Charges	116,645
Capital Outlays	2,503
Total - Land Dev. Admin.	756,597

Public Safety Contractual Services:	
Personnel	166,000
Other services & Charges	1,467,155
Total - Pub. Safety Cont. Serv.	1,633,155
Public Services:	
Personnel	6,386,386
Supplies & Expenses	1,442,953
Other services & Charges	4,768,679
Capital Outlays	304,141
Total - Public Services	12,902,159
Animal Control	
Personnel	157,382
Supplies & Expenses	20,400
Other services & Charges	124,883
Capital Outlays	44,000
Total - Animal Control	346,665
Human/Social	
Other services & Charges	202,000
Total - Human/Social	202,000
Economic Development	
Personnel	
Supplies & Expenses	
Other services & Charges	230,000
Capital Outlays	0
Total - Eco. Dev.	230,000
Debt Service:	
Prinicpal Payments	1,066,494
Interest Payments	87,960
Total - Debt service	1,154,454
Airport	
Personnel	79,355
Supplies & Expenses	38,000
Other services & Charges	85,958
Capital Outlays	0
Total - Airport	203,313
Cemetery	
Personnel	757,203
Supplies & Expenses	88,700
Other services & Charges	50,300
Capital Outlays	117,500
Total - Cemetery	1,013,703
Parking Garages	
Personnel	217,157
Supplies & Expenses	7,170
Other services & Charges	87,150
Capital Outlays	51,000
Total - Parking Garages	362,477
Operating Transfers Out	3,490,000
Total Expenditures & Transfers	54,701,897
Ending Cash Balance	\$4,897,134
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$59,599,031

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2016

PARKS & RECREATION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	
State Grants	
County Shared Revenues	15,000
Misc. grants	
Charges for Services:	
Culture & Recreation	24,750
Miscellaneous	26,300
Transfers-In	2,270,000
Non-Revenue Receipts	
Total From All Sources	
Other Than taxation	2,336,050
Beginning Cash and	
Investment Balance	303,220
Amount to be Raised by Tax Levy	845,000
TOTAL FROM ALL SOURCES	\$3,484,270

EXPENDITURES & ENDING CASH:

Culture & Recreation:	
Personnel	1,767,945
Supplies & Expenses	464,097
Other services & Charges	862,713
Capital Outlays	370,294
Total Expenditures	\$3,465,049
Cash balance at End of Year	19,221
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$3,484,270

**CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2016**

MUNICIPAL FIRE PROTECTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
State-Shared Revenues	\$294,952
Charges for Services	95,652
Fines & Forfeits	1,000
Miscellaneous	4,000
Transfers In	0
Non-Revenue Receipts	765,000
Total From All Sources	
Other Than taxation	<u>1,160,604</u>
Beginning Cash and	
Investment Balance	<u>803,045</u>
TOTAL FROM ALL SOURCES	<u><u>\$1,963,649</u></u>

EXPENDITURES & ENDING CASH:

Public Safety:	
Personnel	\$0
Supplies & Expenses	68,861
Other services & Charges	27,495
Capital Outlays	1,060,252
Lease Debt Service - Principal	192,245
Lease Debt Service - Interest	12,615
Total Expenditures	<u>\$1,361,468</u>
Cash balance at End of Year	<u>602,181</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$1,963,649</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2016

**WATER & SEWER OPERATION
AND MAINTENANCE FUND:**

REVENUES & BEG. CASH:

Charges for Services	\$25,000
Transfers-In	9,750,000
Miscellaneous	1,200
Non-Revenue Receipts	
Total From All Sources	
Other Than taxation	9,776,200
Beginning Cash and	
Investment Balance	1,338,217
TOTAL FROM ALL SOURCES	\$11,114,417

EXPENDITURES & ENDING CASH:

Personnel	2,984,780
Supplies & Expenses	1,142,171
Other services & Charges	5,541,041
Capital Outlays	989,961
Lease Debt Service - Principal	0
Lease Debt Service - Interest	0
Total Expenditures	\$10,657,953
Cash balance at End of Year	456,464
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$11,114,417

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2016

WATER & SEWER CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants \$0

Miscellaneous 248,300

Transfers-In 2,107,600

Non-Revenue Receipts 0

Total From All Sources

Other Than taxation 2,355,900

Beginning Cash and

Investment Balance 3,148,352

TOTAL FROM ALL SOURCES \$5,504,252

EXPENDITURES & ENDING CASH:

Other services & Charges \$2,208,000

Capital Outlays 2,400,000

Total Expenditures 4,608,000

Cash balance at End of Year 896,252

**TOTAL EXPENDITURES AND
ENDING CASH BALANCE**

\$5,504,252

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2016

TIF Bond Construction Fund:

REVENUES & BEG. CASH:

Proceeds from Bond Issue	\$5,163,844
Interest Earnings	
Total Revenues	<u>5,163,844</u>
Beginning Cash and Investment Balance	<u>0</u>
TOTAL FROM ALL SOURCES	<u><u>\$5,163,844</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	333,001
Capital Outlays	4,558,164
Transfers to Other Funds	<u>272,679</u>
Total Expenditures	<u>\$5,163,844</u>
Cash Balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$5,163,844</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2016

SERIES 2013 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	
Proceeds from Revenue Bond Issue	
Total Revenues	<u>\$0</u>
Beginning Cash and	
Investment Balance	<u>15,190,214</u>
TOTAL FROM ALL SOURCES	<u>\$15,190,214</u>

EXPENDITURES & ENDING CASH:

Other services & Charges	8,000,000
Capital Outlays	7,190,214
Transfers Out	<u>0</u>
Total Expenditures	<u>\$15,190,214</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$15,190,214</u>



City of Hattiesburg, MS

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

Master

File Number: 2016-2814

File ID: 2016-2814

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/21/2016

Brief Title: Resoution declaring equipment/vehicles
surplus-Parks and Recreation Department

Final Action: 08/02/2016

Minute Book Number: MB2016-195

Title:

Adopt a resolution declaring surplus certain equipment and vehicles (per attached list) and authorize the sale of said items at auction, and removal of said equipment and vehicles from the City's inventory of the Parks and Recreation Department, Recreation Maintenance Division.

Notes:

Sponsors:

Enactment Date:

Attachments: Auction Memo August 2, 2016, Auction Resolution
August 2, 2016, executed Auction Resolution August
2, 2016 RES#2016-113

Enactment Number:

Contact:

Meeting Date: 08/02/2016

Drafter: Ann Jones

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/02/2016	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Adopt a resolution declaring surplus certain equipment and vehicles (per attached list) and authorize the sale of said items at auction, and removal of said equipment and vehicles from the City's inventory of the Parks and Recreation Department, Recreation Maintenance Division.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Carroll, Dryden and Naylor							
Nays: 0							
Absent: 1 - Delgado							
Yea: 4 Council Member Bradley Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2016-2814

Title

Adopt a resolution declaring surplus certain equipment and vehicles (per attached list) and authorize the sale of said items at auction, and removal of said equipment and vehicles from the City's inventory of the Parks and Recreation Department, Recreation Maintenance Division.

Summary

Resolution

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

TO: Mayor and Council

FROM: Ann Jones, Recreation Maintenance, General Manager

DATE: July 21, 2016

RE: Surplus Equipment/Vehicles

This memo is to request that the equipment/vehicles listed below be declared surplus, removed from inventory, and sold at auction.

Unit #	Description
5589	1988 Dodge Pickup Truck 1B6KD3450JS7314
6111	1989 Chevrolet Pickup Truck 1GCFFG24HXNZ2044675
8464	Toro Topdresser 2300
8797	John Deere 970 Tractor 140496
9884	FDR1672 Finish Deck 12-000403
11306	Toro 3-Gang Reel Frame/Mower
16977	72" Scagg Mower 28HP E2100045
16978	72" Scagg Mower 28HP E2100101
17561	72" Hustler Mower 9080658
17562	72" Hustler Mower 9101185
18479	72" Hustler Mower 11052766
8432	Bush Hog ATH 900 Finish Deck

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines said equipment and vehicles (per attached list) are no longer needed for municipal or related purposes and is not to be used in the future operation of the City; and

WHEREAS, the Governing Authorities of the City of Hattiesburg are authorized and empowered in their discretion to dispose of said equipment in accordance with appropriate Mississippi Code statutes; and

WHEREAS, the Governing Authorities of the City of Hattiesburg desire to sell said assets at auction.

NOW, THEREFORE, BE IT RESOLVED, that the Hattiesburg City Council does hereby declare surplus the following equipment, as per attached memo.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, on this the 2nd day of August, A.D., 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor on the 2nd day of August, A.D., 2016.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines said equipment and vehicles (per attached list) are no longer needed for municipal or related purposes and is not to be used in the future operation of the City; and

WHEREAS, the Governing Authorities of the City of Hattiesburg are authorized and empowered in their discretion to dispose of said equipment in accordance with appropriate Mississippi Code statutes; and

WHEREAS, the Governing Authorities of the City of Hattiesburg desire to sell said assets at auction.

NOW, THEREFORE, BE IT RESOLVED, that the Hattiesburg City Council does hereby declare surplus the following equipment, as per attached memo.

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

YEAS:

Bradley
Carroll
Dryden
Naylor

NAYS:

None

ABSENT: Delgado

The President thereby declared the motion carried and the Resolution adopted, on this the 2nd day of August, A.D., 2016.

(SEAL)

ATTEST:



CLERK OF COUNCIL

ADOPTED:


PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor on the 2nd 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: 2016-475

File ID: 2016-475

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/26/2016

Brief Title: Energy Performance Disbursement No. 6

Final Action: 08/02/2016

Minute Book Number: MB2016-195

Title:

Adopt a Resolution authorizing Disbursement No. 6 from the Project Fund Escrow Account in connection with certain Equipment Lease/Purchase Agreement, dated as of February 4, 2016, by and between Banc of America Public Capital Corp and the City of Hattiesburg.

Notes:

Sponsors:

Enactment Date:

Attachments: Energy Performance Disbursement 6, executed
Energy Performance Disbursement 6 RES#2016-114

Enactment Number:

Contact:

Meeting Date: 08/02/2016

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	08/02/2016	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt a Resolution authorizing Disbursement No. 6 from the Project Fund Escrow Account in connection with certain Equipment Lease/Purchase Agreement, dated as of February 4, 2016, by and between Banc of America Public Capital Corp and the City of Hattiesburg.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Carroll, Dryden and Naylor							
Nays: 0							
Absent: 1 - Delgado							
Yea: 4 Council Member Bradley Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2016-475

Title

Adopt a Resolution authorizing Disbursement No. 6 from the Project Fund Escrow Account in connection with certain Equipment Lease/Purchase Agreement, dated as of February 4, 2016, by and between Banc of America Public Capital Corp and the City of Hattiesburg.

Summary

Energy Performance Disbursement No. 6

Budget Information

089603

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 Disbursement No. 6 of funds from the Escrow Account in connection with the Equipment Lease/Purchase Agreement between the City and Banc of America Public Capital Corp and an Escrow and Account Control Agreement between the City and Bank of America, N.A., as Escrow Agent, dated February 4, 2016. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING DISBURSEMENT NO. 6 FROM THE ESCROW ACCOUNT IN CONNECTION WITH THAT EQUIPMENT LEASE/PURCHASE AGREEMENT DATED FEBRUARY 4, 2016, BY AND BETWEEN THE CITY AND BANC OF AMERICA PUBLIC CAPITAL CORP AND AN ESCROW AND ACCOUNT CONTROL AGREEMENT BETWEEN THE CITY AND BANK OF AMERICA, N.A., AS ESCROW AGENT, ALL IN CONNECTION WITH THAT CERTAIN PERFORMANCE CONTRACT UNDERTAKEN PURSUANT TO THE MISSISSIPPI DEVELOPMENT AUTHORITY CAPITAL LEASE PROGRAM TO FINANCE ENERGY EFFICIENCY AND CONVERSATION EQUIPMENT FOR CERTAIN FACILITIES LOCATED THROUGHOUT THE CITY, AND RELATED MATTERS.

Whereas, on February 4, 2016 the City entered into an Equipment Lease/Purchase Agreement between Banc of America Public Capital Corp and an Escrow Control Agreement between the Bank of America, National Association, as Escrow Agent, in an amount not to exceed \$7,528,000 (the "Lease") pursuant to the terms and conditions of that certain agreement, dated as February 4, 2016, by between Banc of America Public Capital Corp and Bank of America, National Association (the "Lease").

Whereas, the City Council of the City now finds it necessary to approve Disbursement No. 5 from the Escrow Account under the Lease in the total aggregate amount of \$ **576,160.00** for the purpose of paying vendors in connection with the lease 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 Disbursement No. from the Escrow Account under the Lease in the total aggregate amount of **Five Hundred Seventy-six Thousand One Hundred Sixty and no/100 Dollars (\$ 576,160.00)** for the purpose of paying vendors in connection with the Lease as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Bank of America, National Association, as the Escrow Agent, to disburse funds of Disbursement No. in the total aggregate amount **Five Hundred Seventy-six Thousand One Hundred Sixty and no/100 Dollars (\$ 576,160.00)** as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **2nd** day of **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 **2nd** day of **August**, 2016.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

DISBURSEMENT OF ESCROW FUNDS REQUEST

SCHEDULE 1
to the Escrow and Account Control Agreement

FORM OF DISBURSEMENT REQUEST

Re: Equipment Lease/Purchase Agreement dated as of February 4, 2016 by and between Banc of America Public Capital Corp, as Lessor and City of Hattiesburg, Mississippi, as Lessee (the "Lease") (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow and Account Control Agreement, dated as of February 4, 2016 (the "Escrow Account and Account Control Agreement") by and among Banc of America Public Capital Corp ("Lessor"), City of Hattiesburg, Mississippi ("Lessee") and Bank of America, National Association, (the "Escrow Agent"), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow Account and Account Control Agreement for the following purposes:

Disbursement Amounts:

Payee's Name and Address (if disbursement via wire, must include wire transfer instructions)	Invoice Number	Dollar Amount	Purpose
Johnson Controls, Inc. P.O. Box 730068 Dallas, TX 75373	Pay App 6	\$576,160.00	Energy Performance Upgrades

Wiring Instructions				
ABA Routing Number	Receiving Bank	Recipient Name	Recipient Address	Recipient Bank Account Number
071000013	JPM Chase	Johnson Controls, Inc.	One Bank One Plaza Chicago, IL 60670	5514347

(i) (a) Each obligation specified in the table herein titled as "Disbursement Amounts" has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow

Account for costs relating to the Equipment identified in the Lease, and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).

(ii) Each item of Equipment relating to an obligation specified in the table herein titled as "Disbursement Amounts" has been delivered, installed and accepted by Lessee. Attached hereto is the original invoice with respect to such obligation.

(iii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Equipment is insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof.

(vii) The disbursement shall occur during the Acquisition Period.

(viii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

(ix) No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

Dated: August 2, 2016

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Mayor Johnny L. DuPree

Disbursement of funds from the Escrow
Account in accordance with the foregoing
Disbursement Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor under the Lease

By: _____
Name: _____
Title: _____

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

TO OWNER: City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

PROJECT: City of Hattiesburg Energy Performance Contract
PROJECT MGR: Moore, Chip

APPLICATION NO: 6
PERIOD TO: 7/31/2016
PROJECT NO: 5PYQ-0016

Distribution to:

☒	OWNER
☐	ARCHITECT
☐	CONTRACTOR

FROM CONTRACTOR:

JOHNSON CONTROLS, INC
South Region PC Branch
3021 W. Bend Drive

REMIT TO: Johnson Controls
PO Box 730068
Dallas, TX 75373

CONTRACT FOR: Energy Performance Upgrades

CONTRACT DATE: 28-Aug-15

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM

2. Net change by Change Orders

3. CONTRACT SUM TO DATE (Line 1 ± 2)

4. TOTAL COMPLETED & STORED TO DATE
(Column G on G703)

5. RETAINAGE:

a. 0 % of Completed Work
(Column D + E on G703)b. 0 % of Stored Material
(Column F on G703)

Total Retainage (Lines 5a + 5b or

Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6)

\$	7,249,714
\$	0
\$	7,249,714
\$	5,011,774

\$	\$0
\$	0

\$	0
\$	5,011,774

\$	4,435,614
----	-----------

\$	576,160
\$	0
\$	2,237,940

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0	\$0
Total approved this Month	\$0	\$0
TOTALS	\$0	\$0
NET CHANGES by Change Order	\$0	\$0

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ \$576,160

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

By: _____ Date: _____

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

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA® - © 1992

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-2282

CONTINUATION SHEET

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated in the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

AIA DOCUMENT G703

JCT PROJECT NO: SPYQ-0016

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

6

20-04-16

31-04-16

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)		E THIS PERIOD		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (G - G)	I RETAINAGE (IF VARIABLE RATE)
	General Fund									
1	Lighting Upgrade	\$ 1,186,211	\$723,589		94,897		\$0	\$818,486	\$367,725	\$0
2	Energy Management Control System	\$ 470,334	\$286,904		72,626		\$0	\$359,530	\$110,804	\$0
3	Small Unitary Equipment Replacement	\$ 362,896	\$221,367		100,000		\$0	\$321,367	\$41,529	\$0
4	City Hall HVAC Upgrade	\$ 593,004	\$361,732		12,372		\$0	\$374,104	\$218,900	\$0
5	Jackie Doyle HVAC Upgrade	\$ 102,285	\$70,729	0			\$0	\$70,729	\$31,556	\$0
6	Solar Photo-Voltaic System	\$ 33,901	\$20,680	0			\$0	\$20,680	\$13,221	\$0
	Enterprise Fund									
7	Lighting Upgrade	\$ 394,328	\$240,540		31,546		\$0	\$272,086	\$122,242	\$0
8	Energy Management Control System	\$ 33,262	\$25,243		2,661		\$0	\$27,904	\$3,358	\$0
9	Boiler Replacement	\$ 144,945	\$88,416		0		\$0	\$88,416	\$56,529	\$0
10	Water Treatment Plant Control Upgrade	\$ 1,240,751	\$756,858		99,260		\$0	\$856,118	\$384,633	\$0
11	Lift Station Control Upgrade	\$ 1,409,975	\$860,085		112,798		\$0	\$972,883	\$437,092	\$0
12	Water Conservation Option	\$ 1,277,822	\$779,471		50,000		\$0	\$829,471	\$448,351	\$0
	GRAND TOTALS:	\$7,249,714	\$4,435,614		576,160		\$0	\$5,011,774	\$2,237,940	\$0
									69%	

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 Disbursement No. 6 of funds from the Escrow Account in connection with the Equipment Lease/Purchase Agreement between the City and Banc of America Public Capital Corp and an Escrow and Account Control Agreement between the City and Bank of America, N.A., as Escrow Agent, dated February 4, 2016. 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 DISBURSEMENT NO. 6 FROM THE ESCROW ACCOUNT IN CONNECTION WITH THAT EQUIPMENT LEASE/PURCHASE AGREEMENT DATED FEBRUARY 4, 2016, BY AND BETWEEN THE CITY AND BANC OF AMERICA PUBLIC CAPITAL CORP AND AN ESCROW AND ACCOUNT CONTROL AGREEMENT BETWEEN THE CITY AND BANK OF AMERICA, N.A., AS ESCROW AGENT, ALL IN CONNECTION WITH THAT CERTAIN PERFORMANCE CONTRACT UNDERTAKEN PURSUANT TO THE MISSISSIPPI DEVELOPMENT AUTHORITY CAPITAL LEASE PROGRAM TO FINANCE ENERGY EFFICIENCY AND CONVERSATION EQUIPMENT FOR CERTAIN FACILITIES LOCATED THROUGHOUT THE CITY, AND RELATED MATTERS.

Whereas, on February 4, 2016 the City entered into an Equipment Lease/Purchase Agreement between Banc of America Public Capital Corp and an Escrow Control Agreement between the Bank of America, National Association, as Escrow Agent, in an amount not to exceed \$7,528,000 (the "Lease") pursuant to the terms and conditions of that certain agreement, dated as February 4, 2016, by between Banc of America Public Capital Corp and Bank of America, National Association (the "Lease").

Whereas, the City Council of the City now finds it necessary to approve Disbursement No. 5 from the Escrow Account under the Lease in the total aggregate amount of \$ 576,160.00 for the purpose of paying vendors in connection with the lease 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 Disbursement No. from the Escrow Account under the Lease in the total aggregate amount of **Five Hundred Seventy-six Thousand One Hundred Sixty and no/100 Dollars (\$ 576,160.00)** for the purpose of paying vendors in connection with the Lease as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Bank of America, National Association, as the Escrow Agent, to disburse funds of Disbursement No. in the total aggregate amount **Five Hundred Seventy-six Thousand One Hundred Sixty and no/100 Dollars (\$ 576,160.00)** 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 Naylor, and was adopted by the following vote, to wit:

YEAS:

Bradley
Carroll
Dryden
Naylor

NAYS:

None

ABSENT:

Delgado

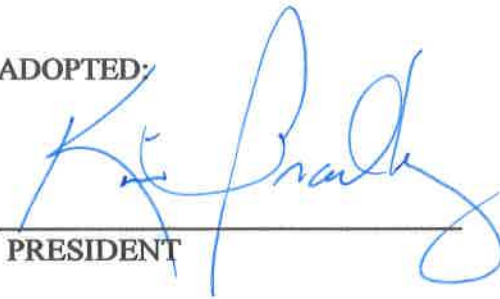
The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 2nd day of **August**, 2016.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of **August**, 2016.

ATTEST:


CITY CLERK

APPROVED:

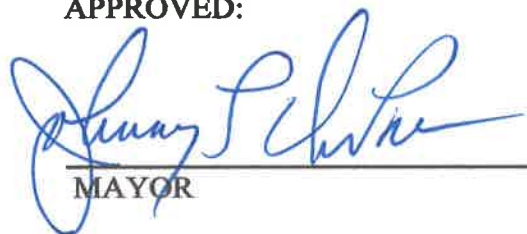

MAYOR

EXHIBIT A

DISBURSEMENT OF ESCROW FUNDS REQUEST

SCHEDULE 1
to the Escrow and Account Control Agreement

FORM OF DISBURSEMENT REQUEST

Re: Equipment Lease/Purchase Agreement dated as of February 4, 2016 by and between Banc of America Public Capital Corp, as Lessor and City of Hattiesburg, Mississippi, as Lessee (the "Lease") (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow and Account Control Agreement, dated as of February 4, 2016 (the "Escrow Account and Account Control Agreement") by and among Banc of America Public Capital Corp ("Lessor"), City of Hattiesburg, Mississippi ("Lessee") and Bank of America, National Association, (the "Escrow Agent"), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow Account and Account Control Agreement for the following purposes:

Disbursement Amounts:

Payee's Name and Address (if disbursement via wire, must include wire transfer instructions)	Invoice Number	Dollar Amount	Purpose
Johnson Controls, Inc. P.O. Box 730068 Dallas, TX 75373	Pay App 6	\$576,160.00	Energy Performance Upgrades

Wiring Instructions				
ABA Routing Number	Receiving Bank	Recipient Name	Recipient Address	Recipient Bank Account Number
071000013	JPM Chase	Johnson Controls, Inc.	One Bank One Plaza Chicago, IL 60670	5514347

(i) (a) Each obligation specified in the table herein titled as "Disbursement Amounts" has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow

Account for costs relating to the Equipment identified in the Lease, and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).

(ii) Each item of Equipment relating to an obligation specified in the table herein titled as "Disbursement Amounts" has been delivered, installed and accepted by Lessee. Attached hereto is the original invoice with respect to such obligation.

(iii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Equipment is insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof.

(vii) The disbursement shall occur during the Acquisition Period.

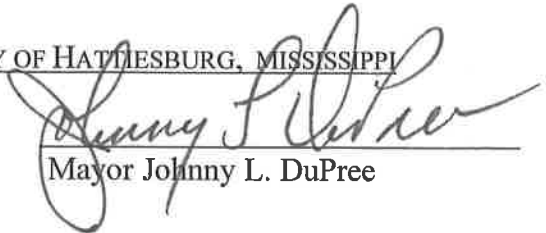
(viii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

(ix) No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

Dated: August 2, 2016

CITY OF HATTIESBURG, MISSISSIPPI

By:


Mayor Johnny L. DuPree

Disbursement of funds from the Escrow
Account in accordance with the foregoing
Disbursement Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor under the Lease

By: _____
Name:
Title:

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

TO OWNER: City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

PROJECT: City of Hattiesburg Energy Performance Contract
PROJECT MGR: Moore, Chip

APPLICATION NO: 6
PERIOD TO: 7/31/2016
PROJECT NO: 5PYQ-0016

Distribution to:

☒	OWNER
☐	ARCHITECT
☐	CONTRACTOR

FROM CONTRACTOR:

JOHNSON CONTROLS, INC
South Region PC Branch
3021 W. Bend Drive

REMIT TO: Johnson Controls
PO Box 730068
Dallas, TX 75373

CONTRACT FOR: Energy Performance Upgrades

CONTRACT DATE: 28-Aug-15

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM

2. Net change by Change Orders
3. CONTRACT SUM TO DATE (Line 1 + 2)
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)

\$	7,249,714
\$	0
\$	7,249,714
\$	5,011,774

5. RETAINAGE:

- a. $\frac{0}{100}$ % of Completed Work
(Column D + E on G703)
b. $\frac{0}{100}$ % of Stored Material
(Column F on G703)
Total Retainage (Lines 5a + 5b or
Total in Column I of G703)

\$	0
\$	0

CONTRACTOR:

Johnson Controls, Inc.

By: *Deborah P. Moore*

Date: 7/20/16

CERTIFICATE FOR PAYMENT

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

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)

AMOUNT CERTIFIED \$ 576,160

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$0	\$0
Total approved this Month		\$0	\$0
TOTALS		\$0	\$0
NET CHANGES by Change Order		\$0	

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

Date: 8-2-16

By: *Deborah P. Moore*

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

CONTINUATION SHEET

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated in the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

AIA DOCUMENT G703

PROJECT NO: 311100016

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:

6
24-Jul-16
31-Jul-16

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	General Fund								
1	Lighting Upgrade	\$ 1,186,211	\$723,589	94,897	\$0	\$818,486	69%	\$367,725	\$0
2	Energy Management Control System	\$ 470,334	\$286,904	72,626	\$0	\$359,530	76%	\$110,804	\$0
3	Small Unitary Equipment Replacement	\$ 362,896	\$221,367	100,000	\$0	\$321,367	89%	\$41,529	\$0
4	City Hall HVAC Upgrade	\$ 593,004	\$361,732	12,372	\$0	\$374,104	63%	\$218,900	\$0
5	Jackie Doyle HVAC Upgrade	\$ 102,285	\$70,729	0	\$0	\$70,729	69%	\$31,556	\$0
6	Solar Photo-Voltaic System	\$ 33,901	\$20,680	0	\$0	\$20,680	61%	\$13,221	\$0
	Enterprise Fund								
7	Lighting Upgrade	\$ 394,328	\$240,540	31,546	\$0	\$272,086	69%	\$122,242	\$0
8	Energy Management Control System	\$ 33,262	\$25,243	2,661	\$0	\$27,904	84%	\$5,358	\$0
9	Boiler Replacement	\$ 144,945	\$88,416	0	\$0	\$88,416	61%	\$56,529	\$0
10	Water Treatment Plant Control Upgrade	\$ 1,240,751	\$756,858	99,260	\$0	\$856,118	69%	\$384,633	\$0
11	Lift Station Control Upgrade	\$ 1,409,975	\$860,085	112,798	\$0	\$972,883	69%	\$437,092	\$0
12	Water Conservation Option	\$ 1,277,822	\$779,471	50,000	\$0	\$829,471	65%	\$448,351	\$0
	GRAND TOTALS:	\$7,249,714	\$4,435,614	\$76,160	\$0	\$5,011,774	69%	\$2,237,940	\$0



City of Hattiesburg, MS

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

Master

File Number: 2016-476

File ID: 2016-476

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/26/2016

Brief Title: Project Resolution Requisition No. 54 - 2013 Bonds

Final Action: 08/02/2016

Minute Book Number: MB2016-195

Title:

Adopt a Resolution authorizing Requisition No. 54 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. 54, executed 2013 Bond Requisition No. 54 RES#2016-115

Enactment Number:

Contact:

Meeting Date: 08/02/2016

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	08/02/2016	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt a Resolution authorizing Requisition No. 54 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: 4 - Bradley, Carroll, Dryden and Naylor							
Nays: 0							
Absent: 1 - Delgado							
Yea: 4 Council Member Bradley Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2016-476

Title

Adopt a Resolution authorizing Requisition No. 54 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. 54 - 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. 54 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. 54 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. 54 from the Project Fund Construction Account under the Loan in the total aggregate amount of \$ 174,741.00 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. 54 from the Project Fund Construction Account under the Loan in the total aggregate amount of **One hundred Seventy-Four Thousand Seven Hundred Forty-One and 00/100 Dollars (\$ 174,741.00)** 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. 54 in the total aggregate amount of **One hundred Seventy-Four Thousand Seven Hundred Forty-One and 00/100 Dollars (\$ 174,741.00)** as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 2nd day of **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 2nd 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.: 54

DATE OF REQUISITION: 8/2/2016

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	\$ 3,325.00	Pay App 4	1500 GPM Water Well @ Plant 1 Period: July 1 - July 31, 2016 MB 2016-54
2	Eutaw Construction Company P.O. Box 36 Aberdeen, MS 39730	105695.7220.55	\$ 171,416.00	15051-13	Sewer Improvements Ph VII Period: Thru July 7, 2016 MB 2016-138

\$ 174,741.00



4

Application For Payment

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).....	\$	\$383,000.00
5. RETAINAGE:		
a. 5% X \$383,000.00 Work Completed.....	\$	\$19,150.00
b. X _____ Stored Material.....	\$	
c. Total Retainage (Line 5a + Line 5b).....	\$	\$19,150.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	\$363,850.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$360,525.00
8. AMOUNT DUE THIS APPLICATION.....	\$	\$3,325.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	\$84,150.00

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.

Signed:  Date: 07/31/2016

Payment of: \$3,325.00 (Line 8 or other - attach explanation of the other amount)

is recommended by:  (Engineer) (Date)

Payment of: \$3,325.00 (Line 8 or other - attach explanation of the other amount)

is approved by: (Owner) (Date)

Approved by: (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		1500 GPM Water Well at Plant No. 1					Application Number:		4	
Application Period:		07/01/2016 - 07/31/2016					Application Date:		07/31/2016	
		A			B	C	D	E	F	
Bid Item No.	Item 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	1	\$2,500.00		\$2,500.00	100.0%	
4	Yard Piping	1	\$20,000.00	\$20,000.00						\$20,000.00
5	Electrical Work	1	\$15,000.00	\$15,000.00						\$15,000.00
6	Well Controls	1	\$30,000.00	\$30,000.00						\$30,000.00
7	Erosion Control	1	\$1,000.00	\$1,000.00	1	\$1,000.00		\$1,000.00	100.0%	

PAY ESTIMATE

OWNER: City of Hattiesburg **PROJECT:** Comprehensive Sewer Improvements - Phase VII **Pay Estimate No:** 15051-13

Hattiesburg, MS

Invoice Date: 07/08/16

CONTRACTOR: Eutaw Construction Company **PROJECT ENGINEER:** Shows, Dearman, Waits **For Work Completed Through:** 07/07/16

P.O. Box 36

Aberdeen, MS 39730

Attn: Kyle Wallace

PAY ESTIMATE SUMMARY:

Application is made for payment, as shown below, per the attached schedule of values.

1	Original Contract Amount:	\$2,597,764.07
2	Net Change by Change Orders:	\$0.00
3	Revised Contract Amount:	\$2,597,764.07
4	Total Work Completed:	\$2,597,445.86
5	Total Materials Stored:	\$0.00
6	Total Value of Work and Material:	\$2,597,445.86
7	Less Retainage (10% to 50% ; 5% after 50% Complete)	(\$25,974.46)
8	Total Amount Earned to Date:	\$2,571,471.40
9	Less Previous Payments:	\$2,400,054.90
10	AMOUNT DUE CONTRACTOR:	\$171,416.50

CHANGE ORDER SUMMARY:

1		
2		
3		
4		
5		
6		
7		
8		
9		
	NET CHANGE BY CHANGE ORDERS:	\$ -

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

EUTAW CONSTRUCTION CO, INC.

Kenneth Eutaw

Signed

7/11/2016

Date

SHOWS, DEARMAN, WAITS

Shows, Dearman, Waits

Signed

Date

7-14-16

SCHEDULE OF VALUES

OWNER: City of Hattiesburg

PROJECT: Comprehensive Sewer Improvements - Phase VII

Pay Estimate No.: 15051-13

CONTRACTOR: Eutaw Construction Company

PROJECT ENGINEER: Shows, Dearman, Waitis

For Work Completed Through: 07/07/16

No.	Description	Quantity	Unit	Total	Unit Price	Work Completed (Qty.)			Work Completed (\$)		
						Previously	This Period	Total	Previously	This Period	Total
0010	8" SDR 26 PVC Sewer Pipe (10'-12')	11.00	LF	\$902.00	\$82.00	10.00	0.00	10.00	\$820.00	\$0.00	\$820.00
0020	24" SDR 26 PVC Sewer Pipe (10'-12')	14.00	LF	\$2,100.00	\$150.00	0.00	13.00	13.00	\$0.00	\$1,950.00	\$1,950.00
0030	24" SDR 26 PVC Sewer Pipe (22'-24')	10.00	LF	\$3,000.00	\$300.00	19.00	0.00	19.00	\$5,700.00	\$0.00	\$5,700.00
0040	30" SDR 26 PVC Sewer Pipe (8'-10')	316.00	LF	\$55,300.00	\$175.00	102.00	0.00	102.00	\$17,850.00	\$0.00	\$17,850.00
0050	30" SDR 26 PVC Sewer Pipe (10'-12')	104.00	LF	\$19,760.00	\$190.00	315.00	0.00	315.00	\$59,850.00	\$0.00	\$59,850.00
0060	30" SDR 26 PVC Sewer Pipe (12'-14')	89.00	LF	\$17,800.00	\$200.00	71.00	0.00	71.00	\$14,200.00	\$0.00	\$14,200.00
0070	30" SDR 26 PVC Sewer Pipe (14'-16')	912.00	LF	\$205,200.00	\$225.00	653.00	0.00	653.00	\$146,925.00	\$0.00	\$146,925.00
0080	30" SDR 26 PVC Sewer Pipe (16'-18')	553.00	LF	\$135,485.00	\$245.00	649.00	0.00	649.00	\$159,005.00	\$0.00	\$159,005.00
0090	30" SDR 26 PVC Sewer Pipe (18'-20')	613.00	LF	\$171,640.00	\$280.00	748.00	0.00	748.00	\$209,440.00	\$0.00	\$209,440.00
0100	30" SDR 26 PVC Sewer Pipe (20'-22')	566.00	LF	\$198,100.00	\$350.00	374.00	0.00	374.00	\$130,900.00	\$0.00	\$130,900.00
0110	30" SDR 26 PVC Sewer Pipe (22'-24')	583.00	LF	\$227,370.00	\$390.00	932.00	-222.00	710.00	\$363,480.00	(\$86,580.00)	\$276,900.00
0120	36" SDR 26 PVC Sewer Pipe (24'-26')	107.00	LF	\$53,500.00	\$500.00	38.00	0.00	38.00	\$19,000.00	\$0.00	\$19,000.00
0130	18" Ductile Iron Sewer Pipe (0'-6')	94.00	LF	\$15,510.00	\$165.00	90.00	0.00	90.00	\$14,850.00	\$0.00	\$14,850.00
0140	18" Ductile Iron Sewer Pipe (6'-8')	26.00	LF	\$4,680.00	\$180.00	62.00	0.00	62.00	\$11,160.00	\$0.00	\$11,160.00
0150	18" Ductile Iron Sewer Pipe (8'-10')	80.00	LF	\$14,800.00	\$185.00	56.00	0.00	56.00	\$10,360.00	\$0.00	\$10,360.00
0160	30" Ductile Iron Sewer Pipe (0'-6')	37.00	LF	\$9,620.00	\$260.00	43.00	0.00	43.00	\$11,180.00	\$0.00	\$11,180.00
0170	30" Ductile Iron Sewer Pipe (6'-8')	15.00	LF	\$4,125.00	\$275.00	16.00	0.00	16.00	\$4,400.00	\$0.00	\$4,400.00
0180	30" Ductile Iron Sewer Pipe (8'-10')	27.00	LF	\$7,290.00	\$270.00	19.00	0.00	19.00	\$5,130.00	\$0.00	\$5,130.00
0190	30" Ductile Iron Sewer Pipe (10'-12')	11.00	LF	\$3,135.00	\$285.00	16.00	0.00	16.00	\$4,560.00	\$0.00	\$4,560.00
0200	30" Ductile Iron Sewer Pipe (12'-14')	50.00	LF	\$14,300.00	\$286.00	46.00	0.00	46.00	\$13,156.00	\$0.00	\$13,156.00
0210	30" Ductile Iron Sewer Pipe (14'-16')	20.00	LF	\$6,000.00	\$300.00	18.00	0.00	18.00	\$5,400.00	\$0.00	\$5,400.00
0220	Abandonment of Ex. Sewer Line (All Sizes)	815.00	LF	\$3,260.00	\$4.00	549.00	-549.00	0.00	\$2,196.00	(\$2,196.00)	\$0.00
0240	60" Precast Conc Sewer MH (16'-18')	1.00	EA	\$9,250.00	\$9,250.00	1.00	0.00	1.00	\$9,250.00	\$0.00	\$9,250.00
0250	60" Precast Conc Sewer MH (18'-20')	1.00	EA	\$10,200.00	\$10,200.00	1.00	0.00	1.00	\$10,200.00	\$0.00	\$10,200.00
0260	60" Precast Conc Sewer MH (20'-22')	1.00	EA	\$10,800.00	\$10,800.00	1.00	0.00	1.00	\$10,800.00	\$0.00	\$10,800.00
0270	60" Precast Conc Sewer MH (22'-24')	3.00	EA	\$41,700.00	\$13,900.00	4.00	0.00	4.00	\$55,600.00	\$0.00	\$55,600.00
0280	72" Precast Conc Sewer MH (14'-16')	1.00	EA	\$12,000.00	\$12,000.00	2.00	0.00	2.00	\$24,000.00	\$0.00	\$24,000.00
0290	72" Precast Conc Sewer MH (18'-20')	1.00	EA	\$13,880.00	\$13,880.00	1.00	0.00	1.00	\$13,880.00	\$0.00	\$13,880.00
0300	R&R Ex 72" Precast Conc Sewer MH (14'-16')	2.00	EA	\$21,000.00	\$10,500.00	1.00	0.00	1.00	\$10,500.00	\$0.00	\$10,500.00
0310	R&R Ex 72" Precast Conc Sewer MH (24'-26')	1.00	EA	\$13,700.00	\$13,700.00	1.00	0.00	1.00	\$13,700.00	\$0.00	\$13,700.00
0320	96" Precast Conc Sewer MH (10'-12')	1.00	EA	\$14,380.00	\$14,380.00	1.00	0.00	1.00	\$14,380.00	\$0.00	\$14,380.00
0330	96" Precast Conc Sewer MH (22'-24')	1.00	EA	\$24,650.00	\$24,650.00	1.00	0.00	1.00	\$24,650.00	\$0.00	\$24,650.00
0340	96" Precast Conc Doghouse Swr MH (14'-16')	1.00	EA	\$22,400.00	\$22,400.00	1.00	0.00	1.00	\$22,400.00	\$0.00	\$22,400.00
0350	96" Precast Conc Doghouse Swr MH (16'-18')	1.00	EA	\$23,500.00	\$23,500.00	1.00	0.00	1.00	\$23,500.00	\$0.00	\$23,500.00
0360	96" Precast Conc Splitter Swr MH (8'-10')	1.00	EA	\$14,500.00	\$14,500.00	1.00	0.00	1.00	\$14,500.00	\$0.00	\$14,500.00
0370	96" Precast Conc Splitter Swr MH (10'-12')	1.00	EA	\$15,700.00	\$15,700.00	1.00	0.00	1.00	\$15,700.00	\$0.00	\$15,700.00
0380	Abandonment of Ex. MH	1.00	EA	\$1,120.00	\$1,120.00	0.00	0.00	0%	\$0.00	\$0.00	\$0.00

0390	Demo and Removal of Ex. MHs (All Types)	4.00	EA	\$10,400.00	\$2,600.00	9.00	0.00	9.00	\$23,400.00	\$0.00	\$23,400.00
0400	Drop MH Assembly (All Depths)	2.00	EA	\$8,200.00	\$4,100.00	3.00	0.00	3.00	\$12,300.00	\$0.00	\$12,300.00
0410	Connection to Ex. Lift Station	1.00	LS	\$64,561.07	\$64,561.07	1.00	0.00	1.00	\$64,561.07	\$0.00	\$64,561.07
0430	6" San Swr Svc Cleanout (Incl. Conc Ring in Grass	62.00	EA	\$23,250.00	\$375.00	57.00	0.00	57.00	\$21,375.00	\$0.00	\$21,375.00
0440	6" San Swr Svc Tap (Insert-A-Tee)	62.00	EA	\$20,460.00	\$330.00	57.00	0.00	57.00	\$18,810.00	\$0.00	\$18,810.00
0450	6" SDR 26 PVC Pipe San Swr Svc (Incl. Fittings)	1,640.00	LF	\$49,200.00	\$30.00	2,288.00	0.00	2288.00	\$68,640.00	\$0.00	\$68,640.00
0460	Wtr Svc Repair (Incl. Svc Tubing, Fittings, Corp	30.00	EA	\$12,000.00	\$400.00	18.00	0.00	18.00	\$7,200.00	\$0.00	\$7,200.00
0480	Crushed Aggregate (Size 825)	3,447.00	TNS	\$268,866.00	\$78.00	4,396.30	648.75	5,045.05	\$342,911.40	\$50,602.50	\$393,513.90
0490	Select Fill Mat'l (Class 9, Group C), LVM	25,015.00	CY	\$200,120.00	\$8.00	24,162.34	-7,433.34	16,729.00	\$193,298.70	(\$59,466.72)	\$133,831.98
0500	Concrete Pavement Repair (All Depths)	191.00	SY	\$15,280.00	\$80.00	146.00	217.60	363.60	\$11,680.00	\$17,408.00	\$29,088.00
0510	Asphalt Pmnt Repair(All Depths)(Rds&Driveways)	9,112.00	SY	\$273,360.00	\$30.00	1,765.00	5,209.84	6,974.84	\$52,950.00	\$156,295.31	\$209,245.31
0520	Asphalt Pavement Repair (All Depths) (Parking Lot)	2,800.00	SY	\$56,000.00	\$20.00	0.00	2,050.00	2,050.00	\$0.00	\$41,000.00	\$41,000.00
0530	Conc Sidewalk Repair (All Depths)	12.00	SY	\$660.00	\$55.00	3.00	3.20	6.20	\$165.00	\$176.00	\$341.00
0540	R&R 3' Tall Concrete Retaining Wall	5.00	LF	\$1,250.00	\$250.00	0.00	0.00	0%	\$0.00	\$0.00	\$0.00
0550	Class "B" Concrete, Minor Structures	9.00	CY	\$14,400.00	\$1,600.00	5.00	4.50	9.50	\$8,000.00	\$7,200.00	\$15,200.00
0560	12" Corrugated HDPE Pipe	80.00	LF	\$2,000.00	\$25.00	200.00	40.00	240.00	\$5,000.00	\$1,000.00	\$6,000.00
0570	15" Corrugated HDPE Pipe	20.00	LF	\$600.00	\$30.00	0.00	0.00	0%	\$0.00	\$0.00	\$0.00
0580	18" Corrugated HDPE Pipe	60.00	LF	\$2,100.00	\$35.00	0.00	18.00	18.00	\$0.00	\$630.00	\$630.00
0590	15" RCP (Class III) (Rubber Gaskets)	80.00	LF	\$3,040.00	\$38.00	102.00	0.00	102.00	\$3,876.00	\$0.00	\$3,876.00
0600	18" RCP (Class III) (Rubber Gaskets)	16.00	LF	\$720.00	\$45.00	32.00	0.00	32.00	\$1,440.00	\$0.00	\$1,440.00
0610	24" RCP (Class III) (Rubber Gaskets)	32.00	LF	\$1,888.00	\$59.00	32.00	48.00	80.00	\$1,888.00	\$2,832.00	\$4,720.00
0620	30" RCP (Class III) (Rubber Gaskets)	168.00	LF	\$8,400.00	\$50.00	215.00	0.00	215.00	\$10,750.00	\$0.00	\$10,750.00
0630	Removal of Ex. Pipe Cross Drains (All Sizes and De	456.00	LF	\$7,752.00	\$17.00	454.00	0.00	454.00	\$7,718.00	\$0.00	\$7,718.00
0640	Concrete Paved Ditch	9.00	CY	\$5,760.00	\$640.00	0.00	0.00	0%	\$0.00	\$0.00	\$0.00
0650	Grassing	1.00	LS	\$15,000.00	\$15,000.00	0.75	0.25	100%	\$11,250.00	\$3,750.00	\$15,000.00
0660	Grouted Rip Rap, Size 200 w/Geotextile Fabric	170.00	SY	\$15,640.00	\$92.00	358.80	0.00	358.80	\$33,009.60	\$0.00	\$33,009.60
0670	Cleaning and Grubbing	1.00	LS	\$15,000.00	\$15,000.00	1.00	0.00	100%	\$15,000.00	\$0.00	\$15,000.00
0680	Erosion Control	1.00	LS	\$20,000.00	\$20,000.00	1.00	0.00	100%	\$20,000.00	\$0.00	\$20,000.00
0690	Mobilization	1.00	LS	\$30,000.00	\$30,000.00	1.00	0.00	100%	\$30,000.00	\$0.00	\$30,000.00
0700	Maintenance of Traffic	1.00	LS	\$25,000.00	\$25,000.00	0.95	0.05	100%	\$23,750.00	\$1,250.00	\$25,000.00
0710	Removal of Contaminated Material	80.00	TONS	\$5,200.00	\$65.00	0.00	0.00	0%	\$0.00	\$0.00	\$0.00
	TOTAL(S) --->			\$2,597,764.07					\$2,461,594.77	\$135,851.09	\$2,597,445.86

Page 3 of 3

15051-13

For Work Completed Through:

100

Item	Material on Hand	Quantity Delivered			Unit	Quantity Installed			Quantity Stored	Unit Cost	Total Amount
		Previously	This Period	Total		Previously	This Period	Total			
1	24" SDR26 HW Sewer Pipe	19.00	0.00	19.00	LF	19.00	0.00	19.00	0.00	\$35.29	\$0.00
2	30" SDR26 HW Sewer Pipe	3,738.00	0.00	3,738.00	LF	3,738.00	0.00	3,738.00	0.00	\$59.88	\$0.00
3	36" SDR26 HW Sewer Pipe	38.00	0.00	38.00	LF	38.00	0.00	38.00	0.00	\$87.39	\$0.00
4	8" SDR26 HW Sewer Pipe	10.00	0.00	10.00	LF	10.00	0.00	10.00	0.00	\$4.00	\$0.00
5	6" SDR26 HW Sewer Pipe	1,990.00	0.00	1,990.00	LF	1,990.00	0.00	1,990.00	0.00	\$2.30	\$0.00
6	6" Detectable Marking Tape	0.00	0.00	0.00	LF	0.00	0.00	0.00	0.00	\$0.06	\$0.00
7	8" x 8" Solvent Weld SDR26 Sewer Tee	2.00	0.00	2.00	EA	2.00	0.00	2.00	0.00	\$43.25	\$0.00
8	8" Solvent Weld SDR26 Sewer 90 Bend	2.00	0.00	2.00	EA	2.00	0.00	2.00	0.00	\$43.48	\$0.00
9	6" x 6" SDR26 Sewer Tee Wye	57.00	0.00	57.00	EA	57.00	0.00	57.00	0.00	\$37.44	\$0.00
10	6" SDR26 Sewer 45 Bend	100.00	0.00	100.00	EA	100.00	0.00	100.00	0.00	\$16.27	\$0.00
11	6" SDR26 Sewer Cap	57.00	0.00	57.00	EA	57.00	0.00	57.00	0.00	\$6.41	\$0.00
12	Cast Iron Sewer Cleanout Plugs	57.00	0.00	57.00	EA	57.00	0.00	57.00	0.00	\$85.00	\$0.00
13	24" Round Concrete Valve Box Pad	57.00	0.00	57.00	EA	57.00	0.00	57.00	0.00	\$11.50	\$0.00
14	30" x 6" Inserta Tee	57.00	0.00	57.00	EA	57.00	0.00	57.00	0.00	\$95.60	\$0.00
15	3/4" HDPE SDR9 GTS Service Tubing	810.00	0.00	810.00	LF	810.00	0.00	810.00	0.00	\$0.21	\$0.00
16	3/4" Corp Stop	13.00	0.00	13.00	EA	13.00	0.00	13.00	0.00	\$28.21	\$0.00
17	3/4" Curb Stop	13.00	0.00	13.00	EA	13.00	0.00	13.00	0.00	\$38.84	\$0.00
18	3/4" Plastic Insert for CTS	26.00	0.00	26.00	EA	26.00	0.00	26.00	0.00	\$0.24	\$0.00
19	12" Corrugated HDPE Pipe	80.00	0.00	80.00	LF	80.00	0.00	80.00	0.00	\$5.02	\$0.00
20	15" Corrugated HDPE Pipe	0.00	0.00	0.00	LF	0.00	0.00	0.00	0.00	\$6.76	\$0.00
21	18" Corrugated HDPE Pipe	0.00	0.00	0.00	LF	0.00	0.00	0.00	0.00	\$9.36	\$0.00
22	4" x 3/4" Service Saddle	0.00	0.00	0.00	EA	0.00	0.00	0.00	0.00	\$57.51	\$0.00
23	6" x 3/4" Service Saddle	0.00	0.00	0.00	EA	0.00	0.00	0.00	0.00	\$58.34	\$0.00
24	8" x 3/4" Service Saddle	0.00	0.00	0.00	EA	0.00	0.00	0.00	0.00	\$70.45	\$0.00
25	SMH 17: 96" Dia. Precast Manhole (22-24' Depth)	1.00	1.00	1.00	EA	1.00	0.00	1.00	0.00	\$10,803.80	\$0.00
26	SMH B67.7, 14, 13: 60" Dia. Precast Manhole (22-24' Depth)	3.00	0.00	3.00	EA	3.00	0.00	3.00	0.00	\$4,432.92	\$0.00
27	SMH 12: 60" Dia. Precast Manhole (20-22' Depth)	1.00	0.00	1.00	EA	1.00	0.00	1.00	0.00	\$3,726.17	\$0.00
28	SMH 11: 96" Dia. Precast DH Manhole (16-18' Depth)	1.00	0.00	1.00	EA	1.00	0.00	1.00	0.00	\$7,153.40	\$0.00
29	SMH 08: 96" Dia. Precast DH Manhole (14-16' Depth)	1.00	0.00	1.00	EA	1.00	0.00	1.00	0.00	\$6,402.91	\$0.00
30	SMH 07: 60" Dia. Precast DH Manhole (16-18' Depth)	1.00	0.00	1.00	EA	1.00	0.00	1.00	0.00	\$3,430.29	\$0.00
31	SMH 06: 72" Dia. Precast Manhole (18-20' Depth)	1.00	0.00	1.00	EA	1.00	0.00	1.00	0.00	\$5,663.26	\$0.00
32	SMH 05: 72" Dia. Precast Manhole (14-16' Depth)	1.00	0.00	1.00	EA	1.00	0.00	1.00	0.00	\$5,031.07	\$0.00
33	SMH 04: 60" Dia. Precast Manhole (22-24' Depth)	1.00	0.00	1.00	EA	1.00	0.00	1.00	0.00	\$4,317.95	\$0.00
34	SMH 03: 60" Dia. Precast Manhole (18-20' Depth)	1.00	0.00	1.00	EA	1.00	0.00	1.00	0.00	\$3,726.17	\$0.00
35	15" Class III RCP	70.00	0.00	70.00	LF	70.00	0.00	70.00	0.00	\$10.50	\$0.00
36	18" Class III RCP	32.00	0.00	32.00	LF	32.00	0.00	32.00	0.00	\$14.40	\$0.00
37	24" Class III RCP	32.00	0.00	32.00	LF	32.00	0.00	32.00	0.00	\$21.98	\$0.00
38	30" Class III RCP	214.00	0.00	214.00	LF	214.00	0.00	214.00	0.00	\$31.73	\$0.00
39	18" Ductile Iron Pipe	200.00	0.00	200.00	LF	200.00	0.00	200.00	0.00	\$65.90	\$0.00
40	30" Ductile Iron Pipe	160.00	0.00	160.00	LF	160.00	0.00	160.00	0.00	\$123.59	\$0.00
41	Aluminum Hatch @ Lift Station	1.00	0.00	1.00	EA	1.00	0.00	1.00	0.00	\$763.14	\$0.00
42	6" Ductile Iron Pipe-- Timothy Water Line	1.00	0.00	1.00	LS	1.00	0.00	1.00	0.00	\$13,921.72	\$0.00
43	Fittings & Appurt. - for Timothy Water Line	1.00	0.00	1.00	LS	1.00	0.00	1.00	0.00	\$11,121.03	\$0.00



City of Hattiesburg
2013 Sewer & Water Bond
Summary of Payments
As of July 26, 2016

Project Name	Payments by Project This Requisition	Payments to Date from This Bond
1500 GPM Water Well @ Plant No 1	3,325.00	271,354.33
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	171,416.00	2,795,460.89
Sewer Rate Study 2016		22,801.20
Veteran's Blvd Water Connector		1,555,895.52
Water Improvements Ph I		115,051.65
Water Improvements Ph II		220,139.33
Water Improvements Ph III		1,407,225.94
Water Improvements Ph IV		111,782.50
Water Improvements Ph V		58,342.50
Water Line Old 98 & Runnels Rd		281,865.35
Water Rate Study 2016		22,106.00
Wesley Water Well # 2		19,115.00
WTP #2 Filter #6 Repairs		110,863.40
Grand Total	174,741.00	21,227,397.79

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. 54 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. 54 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. 54 from the Project Fund Construction Account under the Loan in the total aggregate amount of \$ 174,741.00 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. 54 from the Project Fund Construction Account under the Loan in the total aggregate amount of **One hundred Seventy-Four Thousand Seven Hundred Forty-One and 00/100 Dollars (\$ 174,741.00)** 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. 54 in the total aggregate amount of **One hundred Seventy-Four Thousand Seven Hundred Forty-One and 00/100 Dollars (\$ 174,741.00)** 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 Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Carroll
Dryden
Naylor

NAYS: None

ABSENT: Delgado

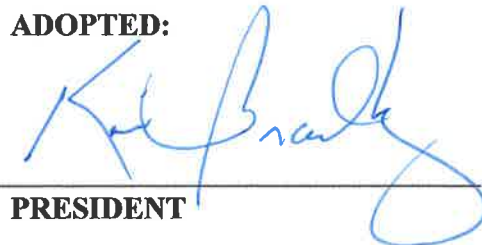
The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 2nd day of August, 2016.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of August, 2016.

ATTEST:


CITY CLERK

APPROVED:


MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

EXHIBIT A

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.: 54

DATE OF REQUISITION: 8/2/2016

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	\$ 3,325.00	Pay App 4	1500 GPM Water Well @ Plant 1 Period: July 1 - July 31, 2016 MB 2016-54
2	Eutaw Construction Company P.O. Box 36 Aberdeen, MS 39730	105695.7220.55	\$ 171,416.00	15051-13	Sewer Improvements Ph VII Period: Thru July 7, 2016 MB 2016-138

\$ 174,741.00



Contractor's Application for Payment No.

4

Application Period: 07/01/2016 - 07/31/2016		Application Date: 07/31/2016	
To: (Owner)	City of Hattiesburg (006003)	From: (Contractor)	Griner Drilling Service, Inc. P.O. Drawer 825, 1014 Highway 98 East Columbia, MS 39429
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
Owner's Project No.:	N/A	Engineer Project No.:	N/A

Application For Payment Change Order Summary

Approved Change Orders	Number	Additions	Deductions
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)			\$ \$383,000.00
5. RETAINAGE:			
a. 5% X \$383,000.00 Work Completed			\$ \$19,150.00
b. X Stored Material			\$ \$19,150.00
c. Total Retainage (Line 5a + Line 5b)			\$ \$383,850.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)			\$ \$360,525.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)			\$ \$3,325.00
8. AMOUNT DUE THIS APPLICATION			\$ \$84,150.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)			\$ \$84,150.00

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.

By:

Date:

07/31/2016

Payment of:

\$ \$3,325.00

Line 8 or other - attach explanation of the other amount

is recommended by:

(Engineer)

(Date)

Payment of:

\$ \$3,325.00

Line 8 or other - attach explanation of the other amount

is approved by:

(Owner)

(Date)

Approved by:

Funding Agency (if applicable)

(Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):			1500 GPM Water Well at Plant No. 1				Application Number:			4	
Application Period:			07/01/2016 - 07/31/2016				Application Date:			07/31/2016	
A			B	C	D	E	F				
Item			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)
Bid Item No.	Description										
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	1	\$2,500.00		\$2,500.00	100.0%	
4	Yard Piping		1	\$20,000.00	\$20,000.00						\$20,000.00
5	Electrical Work		1	\$15,000.00	\$15,000.00						\$15,000.00
6	Well Controls		1	\$30,000.00	\$30,000.00						\$30,000.00
7	Erosion Control		1	\$1,000.00	\$1,000.00	1	\$1,000.00		\$1,000.00	100.0%	
Totals					\$448,000.00		\$383,000.00		\$383,000.00	85.49%	\$65,000.00

PAY ESTIMATE

OWNER: City of Hattiesburg **PROJECT:** Comprehensive Sewer Improvements - Phase VII **Pay Estimate No:** 15051-13

Hattiesburg, MS

Invoice Date: 07/08/16

CONTRACTOR: Eutaw Construction Company **PROJECT ENGINEER:** Shows, Dearman, Waits **For Work Completed Through:** 07/07/16

P.O. Box 36
Aberdeen, MS 39730

Attn: Kyle Wallace

PAY ESTIMATE SUMMARY:

Application is made for payment, as shown below, per the attached schedule of values.

1	Original Contract Amount:	\$2,597,764.07
2	Net Change by Change Orders:	\$0.00
3	Revised Contract Amount:	\$2,597,764.07
4	Total Work Completed:	\$2,597,445.86
5	Total Materials Stored:	\$0.00
6	Total Value of Work and Material:	\$2,597,445.86
7	Less Retainage (10% to 50% ; 5% after 50% Complete)	(\$25,974.46)
8	Total Amount Earned to Date:	\$2,571,471.40
9	Less Previous Payments:	\$2,400,054.90
10	AMOUNT DUE CONTRACTOR:	\$171,416.50

CHANGE ORDER SUMMARY:

1		
2		
3		
4		
5		
6		
7		
8		
9		
	NET CHANGE BY CHANGE ORDERS:	\$ -

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

EUTAW CONSTRUCTION CO, INC.

Kyle Wallace

7/11/2016

Signed

Date

SHOWS, DEARMAN, WAITS

[Signature]

Signed

Date

7-14-16

SCHEDULE OF VALUES

OWNER:	City of Hattiesburg	PROJECT:	Comprehensive Sewer Improvements - Phase VII	Pay Estimate No.:	15051-13
CONTRACTOR:	Eutaw Construction Company	PROJECT ENGINEER:	Shows, Dearman, Waits	For Work Completed Through:	07/07/16

No.	Description	Quantity	Unit	Total	Unit Price	Work Completed (Qty.)		Work Completed (\$)	
						Previously	This Period	Previously	This Period
0010	8" SDR 26 PVC Sewer Pipe (10'-12')	11.00	LF	\$902.00	\$82.00	10.00	0.00	\$820.00	\$0.00
0020	24" SDR 26 PVC Sewer Pipe (10'-12')	14.00	LF	\$2,100.00	\$150.00	0.00	13.00	\$0.00	\$1,950.00
0030	24" SDR 26 PVC Sewer Pipe (22'-24')	10.00	LF	\$3,000.00	\$300.00	19.00	0.00	\$5,700.00	\$0.00
0040	30" SDR 26 PVC Sewer Pipe (8'-10')	316.00	LF	\$55,300.00	\$175.00	102.00	0.00	\$17,850.00	\$0.00
0050	30" SDR 26 PVC Sewer Pipe (10'-12')	104.00	LF	\$19,760.00	\$190.00	315.00	0.00	\$59,850.00	\$0.00
0060	30" SDR 26 PVC Sewer Pipe (12'-14')	89.00	LF	\$17,800.00	\$200.00	71.00	0.00	\$14,200.00	\$0.00
0070	30" SDR 26 PVC Sewer Pipe (14'-16')	912.00	LF	\$205,200.00	\$225.00	653.00	0.00	\$146,925.00	\$0.00
0080	30" SDR 26 PVC Sewer Pipe (16'-18')	553.00	LF	\$135,485.00	\$245.00	649.00	0.00	\$159,005.00	\$0.00
0090	30" SDR 26 PVC Sewer Pipe (18'-20')	613.00	LF	\$171,640.00	\$280.00	748.00	0.00	\$209,440.00	\$0.00
0100	30" SDR 26 PVC Sewer Pipe (20'-22')	566.00	LF	\$198,100.00	\$350.00	374.00	0.00	\$130,900.00	\$0.00
0110	30" SDR 26 PVC Sewer Pipe (22'-24')	583.00	LF	\$227,370.00	\$390.00	932.00	-222.00	\$363,480.00	(\$86,580.00)
0120	36" SDR 26 PVC Sewer Pipe (24'-26')	107.00	LF	\$53,500.00	\$500.00	38.00	0.00	\$19,000.00	\$0.00
0130	18" Ductile Iron Sewer Pipe (0'-6')	94.00	LF	\$15,510.00	\$165.00	90.00	0.00	\$14,850.00	\$0.00
0140	18" Ductile Iron Sewer Pipe (6'-8')	26.00	LF	\$4,680.00	\$180.00	62.00	0.00	\$11,160.00	\$0.00
0150	18" Ductile Iron Sewer Pipe (8'-10')	80.00	LF	\$14,800.00	\$185.00	56.00	0.00	\$10,360.00	\$0.00
0160	30" Ductile Iron Sewer Pipe (0'-6')	37.00	LF	\$9,620.00	\$260.00	43.00	0.00	\$11,180.00	\$0.00
0170	30" Ductile Iron Sewer Pipe (6'-8')	15.00	LF	\$4,125.00	\$275.00	16.00	0.00	\$4,400.00	\$0.00
0180	30" Ductile Iron Sewer Pipe (8'-10')	27.00	LF	\$7,290.00	\$270.00	19.00	0.00	\$5,130.00	\$0.00
0190	30" Ductile Iron Sewer Pipe (10'-12')	11.00	LF	\$3,135.00	\$285.00	16.00	0.00	\$4,560.00	\$0.00
0200	30" Ductile Iron Sewer Pipe (12'-14')	50.00	LF	\$14,300.00	\$286.00	46.00	0.00	\$13,156.00	\$0.00
0210	30" Ductile Iron Sewer Pipe (14'-16')	20.00	LF	\$6,000.00	\$300.00	18.00	0.00	\$5,400.00	\$0.00
0220	Abandonment of Ex. Sewer Line (All Sizes)	815.00	LF	\$3,260.00	\$4.00	549.00	-549.00	\$2,196.00	(\$2,196.00)
0240	60" Precast Conc Sewer MH (16'-18')	1.00	EA	\$9,250.00	\$9,250.00	1.00	0.00	\$9,250.00	\$0.00
0250	60" Precast Conc Sewer MH (18'-20')	1.00	EA	\$10,200.00	\$10,200.00	1.00	0.00	\$10,200.00	\$0.00
0260	60" Precast Conc Sewer MH (20'-22')	1.00	EA	\$10,800.00	\$10,800.00	1.00	0.00	\$10,800.00	\$0.00
0270	60" Precast Conc Sewer MH (22'-24')	3.00	EA	\$41,700.00	\$13,900.00	4.00	0.00	\$55,600.00	\$0.00
0280	72" Precast Conc Sewer MH (14'-16')	1.00	EA	\$12,000.00	\$12,000.00	2.00	0.00	\$24,000.00	\$0.00
0290	72" Precast Conc Sewer MH (18'-20')	1.00	EA	\$13,880.00	\$13,880.00	1.00	0.00	\$13,880.00	\$0.00
0300	R&R Ex 72" Precast Conc Sewer MH (14'-16')	2.00	EA	\$21,000.00	\$10,500.00	1.00	0.00	\$10,500.00	\$0.00
0310	R&R Ex 72" Precast Conc Sewer MH (24'-26')	1.00	EA	\$13,700.00	\$13,700.00	1.00	0.00	\$13,700.00	\$0.00
0320	96" Precast Conc Sewer MH (10'-12')	1.00	EA	\$14,380.00	\$14,380.00	1.00	0.00	\$14,380.00	\$0.00
0330	96" Precast Conc Sewer MH (22'-24')	1.00	EA	\$24,650.00	\$24,650.00	1.00	0.00	\$24,650.00	\$0.00
0340	96" Precast Conc Doghouse Swr MH (14'-16')	1.00	EA	\$22,400.00	\$22,400.00	1.00	0.00	\$22,400.00	\$0.00
0350	96" Precast Conc Doghouse Swr MH (16'-18')	1.00	EA	\$23,500.00	\$23,500.00	1.00	0.00	\$23,500.00	\$0.00
0360	96" Precast Conc Splitter Swr MH (8'-10')	1.00	EA	\$14,500.00	\$14,500.00	1.00	0.00	\$14,500.00	\$0.00
0370	96" Precast Conc Splitter Swr MH (10'-12')	1.00	EA	\$15,700.00	\$15,700.00	1.00	0.00	\$15,700.00	\$0.00
0380	Abandonment of Ex. MH	1.00	EA	\$1,120.00	\$1,120.00	0.00	0.00	\$0.00	\$0.00

0390	Demo and Removal of Ex. MHs (All Types)	4.00	EA	\$10,400.00	\$2,600.00	9.00	0.00	9.00	\$23,400.00	\$0.00	\$23,400.00
0400	Drop MH Assembly (All Depths)	2.00	EA	\$8,200.00	\$4,100.00	3.00	0.00	3.00	\$12,300.00	\$0.00	\$12,300.00
0410	Connection to Ex. Lift Station	1.00	LS	\$64,561.07	\$64,561.07	1.00	0.00	1.00	\$64,561.07	\$0.00	\$64,561.07
0430	6" San Swr Svc Cleanout (Incl. Conc Ring in Grass)	62.00	EA	\$23,250.00	\$375.00	57.00	0.00	57.00	\$21,375.00	\$0.00	\$21,375.00
0440	6" San Swr Svc Tap (Insert-A-Tee)	62.00	EA	\$20,460.00	\$330.00	57.00	0.00	57.00	\$18,810.00	\$0.00	\$18,810.00
0450	6" SDR 26 PVC Pipe San Swr Svc (Incl. Fittings)	1,640.00	LF	\$49,200.00	\$30.00	2,288.00	0.00	2288.00	\$68,640.00	\$0.00	\$68,640.00
0460	Wtr Svc Repair (Incl. Svc Tubing, Fittings, Corp)	30.00	EA	\$12,000.00	\$400.00	18.00	0.00	18.00	\$7,200.00	\$0.00	\$7,200.00
0480	Crushed Aggregate (Size 825)	3,447.00	TNS	\$268,866.00	\$78.00	4,396.30	648.75	5,045.05	\$342,911.40	\$50,602.50	\$393,513.90
0490	Select Fill Mat! (Class 9, Group C), LVM	25,015.00	CY	\$200,120.00	\$8.00	24,162.34	-7,433.34	16,729.00	\$193,298.70	(\$59,466.72)	\$133,831.98
0500	Concrete Pavement Repair (All Depths)	191.00	SY	\$15,280.00	\$80.00	146.00	217.60	363.60	\$11,680.00	\$17,408.00	\$29,088.00
0510	Asphalt Pvmnt Repair(All Depths)(Rds&Driveways)	9,112.00	SY	\$273,360.00	\$30.00	1,765.00	5,209.84	6,974.84	\$52,950.00	\$156,295.31	\$209,245.31
0520	Asphalt Pavement Repair (All Depths) (Parking Lot)	2,800.00	SY	\$56,000.00	\$20.00	0.00	2,050.00	2,050.00	\$0.00	\$41,000.00	\$41,000.00
0530	Conc Sidewalk Repair (All Depths)	12.00	SY	\$660.00	\$55.00	3.00	3.20	6.20	\$165.00	\$176.00	\$341.00
0540	R&R 3' Tall Concrete Retaining Wall	5.00	LF	\$1,250.00	\$250.00	0.00	0.00	0%	\$0.00	\$0.00	\$0.00
0550	Class "B" Concrete, Minor Structures	9.00	CY	\$14,400.00	\$1,600.00	5.00	4.50	9.50	\$8,000.00	\$7,200.00	\$15,200.00
0560	12" Corrugated HDPE Pipe	80.00	LF	\$2,000.00	\$25.00	200.00	40.00	240.00	\$5,000.00	\$1,000.00	\$6,000.00
0570	15" Corrugated HDPE Pipe	20.00	LF	\$600.00	\$30.00	0.00	0.00	0%	\$0.00	\$0.00	\$0.00
0580	18" Corrugated HDPE Pipe	60.00	LF	\$2,100.00	\$35.00	0.00	18.00	18.00	\$0.00	\$630.00	\$630.00
0590	15" RCP (Class III) (Rubber Gaskets)	80.00	LF	\$3,040.00	\$38.00	102.00	0.00	102.00	\$3,876.00	\$0.00	\$3,876.00
0600	18" RCP (Class III) (Rubber Gaskets)	16.00	LF	\$720.00	\$45.00	32.00	0.00	32.00	\$1,440.00	\$0.00	\$1,440.00
0610	24" RCP (Class III) (Rubber Gaskets)	32.00	LF	\$1,888.00	\$59.00	32.00	48.00	80.00	\$1,888.00	\$2,832.00	\$4,720.00
0620	30" RCP (Class III) (Rubber Gaskets)	168.00	LF	\$8,400.00	\$50.00	215.00	0.00	215.00	\$10,750.00	\$0.00	\$10,750.00
0630	Removal of Ex. Pipe Cross Drains (All Sizes and De	456.00	LF	\$7,752.00	\$17.00	454.00	0.00	454.00	\$7,718.00	\$0.00	\$7,718.00
0640	Concrete Paved Ditch	9.00	CY	\$5,760.00	\$640.00	0.00	0.00	0%	\$0.00	\$0.00	\$0.00
0650	Grassing	1.00	LS	\$15,000.00	\$15,000.00	0.75	0.25	100%	\$11,250.00	\$3,750.00	\$15,000.00
0660	Grouted Rip Rap, Size 200 w/Geotextile Fabric	170.00	SY	\$15,640.00	\$92.00	358.80	0.00	358.80	\$33,009.60	\$0.00	\$33,009.60
0670	Clearing and Grubbing	1.00	LS	\$15,000.00	\$15,000.00	1.00	0.00	100%	\$15,000.00	\$0.00	\$15,000.00
0680	Erosion Control	1.00	LS	\$20,000.00	\$20,000.00	1.00	0.00	100%	\$20,000.00	\$0.00	\$20,000.00
0690	Mobilization	1.00	LS	\$30,000.00	\$30,000.00	1.00	0.00	100%	\$30,000.00	\$0.00	\$30,000.00
0700	Maintenance of Traffic	1.00	LS	\$25,000.00	\$25,000.00	0.95	0.05	100%	\$23,750.00	\$1,250.00	\$25,000.00
0710	Removal of Contaminated Material	80.00	TONS	\$5,200.00	\$65.00	0.00	0.00	0%	\$0.00	\$0.00	\$0.00
	TOTAL(S) --->			\$2,597,764.07					\$2,461,594.77	\$135,851.09	\$2,597,445.86

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15051-13

For Work Completed Through:

Total Materials Stored (Line 5 on Page 1) is calculated as follows:

Item	Material on Hand	Quantity Delivered			Unit	Quantity Installed			Quantity Stored	Unit Cost	Total Amount
		Previously	This Period	Total		Previously	This Period	Total			
1	24" SDR26 HW Sewer Pipe	19.00	0.00	19.00	LF	19.00	0.00	19.00	0.00	\$35.29	\$0.00
2	30" SDR26 HW Sewer Pipe	3,738.00	0.00	3,738.00	LF	3,738.00	0.00	3,738.00	0.00	\$59.88	\$0.00
3	36" SDR26 HW Sewer Pipe	38.00	0.00	38.00	LF	38.00	0.00	38.00	0.00	\$87.39	\$0.00
4	8" SDR26 HW Sewer Pipe	10.00	0.00	10.00	LF	10.00	0.00	10.00	0.00	\$4.00	\$0.00
5	6" SDR26 HW Sewer Pipe	1,990.00	0.00	1,990.00	LF	1,990.00	0.00	1,990.00	0.00	\$2.30	\$0.00
6	8" Detectable Marking Tape	0.00	0.00	0.00	LF	0.00	0.00	0.00	0.00	\$0.06	\$0.00
7	8" x 8" Solvent Weld SDR26 Sewer Tee	2.00	0.00	2.00	EA	2.00	0.00	2.00	0.00	\$43.25	\$0.00
8	8" Solvent Weld SDR26 Sewer 90 Bend	2.00	0.00	2.00	EA	2.00	0.00	2.00	0.00	\$43.48	\$0.00
9	6" x 6" SDR26 Sewer Tee Wye	57.00	0.00	57.00	EA	57.00	0.00	57.00	0.00	\$37.44	\$0.00
10	6" SDR26 Sewer 45 Bend	100.00	0.00	100.00	EA	100.00	0.00	100.00	0.00	\$16.27	\$0.00
11	6" SDR26 Sewer Cap	57.00	0.00	57.00	EA	57.00	0.00	57.00	0.00	\$8.41	\$0.00
12	Cast Iron Sewer Cleanout Plugs	57.00	0.00	57.00	EA	57.00	0.00	57.00	0.00	\$85.00	\$0.00
13	24" Round Concrete Valve Box Pad	57.00	0.00	57.00	EA	57.00	0.00	57.00	0.00	\$11.50	\$0.00
14	30" x 6" Inserta Tee	57.00	0.00	57.00	EA	57.00	0.00	57.00	0.00	\$95.60	\$0.00
15	3/4" HDPE SDR9 CTS Service Tubing	810.00	0.00	810.00	LF	810.00	0.00	810.00	0.00	\$0.21	\$0.00
16	3/4" Corp Stop	13.00	0.00	13.00	EA	13.00	0.00	13.00	0.00	\$28.21	\$0.00
17	3/4" Curb Stop	13.00	0.00	13.00	EA	13.00	0.00	13.00	0.00	\$38.84	\$0.00
18	3/4" Plastic Insert for CTS	26.00	0.00	26.00	EA	26.00	0.00	26.00	0.00	\$0.24	\$0.00
19	12" Corrugated HDPE Pipe	80.00	0.00	80.00	LF	80.00	0.00	80.00	0.00	\$5.02	\$0.00
20	15" Corrugated HDPE Pipe	0.00	0.00	0.00	LF	0.00	0.00	0.00	0.00	\$6.76	\$0.00
21	18" Corrugated HDPE Pipe	0.00	0.00	0.00	LF	0.00	0.00	0.00	0.00	\$9.36	\$0.00
22	4" x 3/4" Service Saddle	0.00	0.00	0.00	EA	0.00	0.00	0.00	0.00	\$57.51	\$0.00
23	6" x 3/4" Service Saddle	0.00	0.00	0.00	EA	0.00	0.00	0.00	0.00	\$58.34	\$0.00
24	8" x 3/4" Service Saddle	0.00	0.00	0.00	EA	0.00	0.00	0.00	0.00	\$70.45	\$0.00
25	SMH 17: 96" Dia. Precast Manhole (22-24" Depth)	1.00	0.00	1.00	EA	1.00	0.00	1.00	0.00	\$10,803.80	\$0.00
26	SMH B677, 14, 13: 60" Dia. Precast Manhole (22-24" Depth)	3.00	0.00	3.00	EA	3.00	0.00	3.00	0.00	\$4,432.92	\$0.00
27	SMH 12: 60" Dia. Precast Manhole (20-22" Depth)	1.00	0.00	1.00	EA	1.00	0.00	1.00	0.00	\$3,726.17	\$0.00
28	SMH 11: 96" Dia. Precast/DH Manhole (16-18" Depth)	1.00	0.00	1.00	EA	1.00	0.00	1.00	0.00	\$7,153.40	\$0.00
29	SMH 08: 96" Dia. Precast/DH Manhole (14-16" Depth)	1.00	0.00	1.00	EA	1.00	0.00	1.00	0.00	\$6,402.91	\$0.00
30	SMH 07: 60" Dia. Precast/DH Manhole (16-18" Depth)	1.00	0.00	1.00	EA	1.00	0.00	1.00	0.00	\$3,430.29	\$0.00
31	SMH 06: 72" Dia. Precast Manhole (16-20" Depth)	1.00	0.00	1.00	EA	1.00	0.00	1.00	0.00	\$5,863.26	\$0.00
32	SMH 05: 72" Dia. Precast Manhole (14-16" Depth)	1.00	0.00	1.00	EA	1.00	0.00	1.00	0.00	\$5,031.07	\$0.00
33	SMH 04: 60" Dia. Precast Manhole (22-24" Depth)	1.00	0.00	1.00	EA	1.00	0.00	1.00	0.00	\$4,317.95	\$0.00
34	SMH 03: 60" Dia. Precast Manhole (18-20" Depth)	1.00	0.00	1.00	EA	1.00	0.00	1.00	0.00	\$3,726.17	\$0.00
35	15" Class III RCP	70.00	0.00	70.00	LF	70.00	0.00	70.00	0.00	\$10.50	\$0.00
36	18" Class III RCP	32.00	0.00	32.00	LF	32.00	0.00	32.00	0.00	\$14.40	\$0.00
37	24" Class III RCP	32.00	0.00	32.00	LF	32.00	0.00	32.00	0.00	\$21.98	\$0.00
38	30" Class III RCP	214.00	0.00	214.00	LF	214.00	0.00	214.00	0.00	\$31.73	\$0.00
39	18" Ductile Iron Pipe	200.00	0.00	200.00	LF	200.00	0.00	200.00	0.00	\$65.90	\$0.00
40	30" Ductile Iron Pipe	160.00	0.00	160.00	LF	160.00	0.00	160.00	0.00	\$123.59	\$0.00
41	Aluminum Hatch @ Lift Station	1.00	0.00	1.00	EA	1.00	0.00	1.00	0.00	\$763.14	\$0.00
42	6" Ductile Iron Pipe – Timothy Water Line	1.00	0.00	1.00	LS	1.00	0.00	1.00	0.00	\$13,921.72	\$0.00
43	Fittings & Appurt - for Timothy Water Line	1.00	0.00	1.00	LS	1.00	0.00	1.00	0.00	\$11,121.03	\$0.00



**City of Hattiesburg
2013 Sewer & Water Bond
Summary of Payments
As of July 26, 2016**

Project Name	Payments by Project This Requisition	Payments to Date from This Bond
1500 GPM Water Well @ Plant No 1	3,325.00	271,354.33
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	171,416.00	2,795,460.89
Sewer Rate Study 2016		22,801.20
Veteran's Blvd Water Connector		1,555,895.52
Water Improvements Ph I		115,051.65
Water Improvements Ph II		220,139.33
Water Improvements Ph III		1,407,225.94
Water Improvements Ph IV		111,782.50
Water Improvements Ph V		58,342.50
Water Line Old 98 & Runnels Rd		281,865.35
Water Rate Study 2016		22,106.00
Wesley Water Well # 2		19,115.00
WTP #2 Filter #6 Repairs		110,863.40
Grand Total	174,741.00	21,227,397.79

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: 2016-2820

File ID: 2016-2820

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/22/2016

Brief Title: Supplemental Agreement with Neel-Schaffer, Inc. for Shared-Use Pathway from Newman Buschman Neighborhood to Chain Park

Final Action: 08/02/2016

Minute Book Number: MB2016-196

Title:

Approve Supplemental Agreement to amend the Agreement for Professional Services between the City of Hattiesburg and Neel-Schaffer, Inc. to increase design phase services fees by Three Thousand Nine Hundred Seventy-Eight, and 00/100 Dollars (\$ 3,978.00) on the Shared-Use Pathway from Newman Buschman Neighborhood to Chain Park project; Authorize Mayor to execute in triplicate.

Notes:

Sponsors:

Enactment Date:

Attachments: Neel-Schaffer Supplemental Agreement, executed
Neel-Schaffer Supplemental Agreement

Enactment Number:

Contact:

Meeting Date: 08/02/2016

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	08/02/2016	Approve				Pass
Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Carroll to Approve Supplemental Agreement to amend the Agreement for Professional Services between the City of Hattiesburg and Neel-Schaffer, Inc. to increase design phase services fees by Three Thousand Nine Hundred Seventy-Eight, and 00/100 Dollars (\$ 3,978.00) on the Shared-Use Pathway from Newman Buschman Neighborhood to Chain Park project; Authorize Mayor to execute in triplicate.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Carroll, Dryden and Naylor							
Nays: 0							
Absent: 1 - Delgado							

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

TEL-No Vote: 0

Text of Legislative File 2016-2820

Title

Approve Supplemental Agreement to amend the Agreement for Professional Services between the City of Hattiesburg and Neel-Schaffer, Inc. to increase design phase services fees by Three Thousand Nine Hundred Seventy-Eight, and 00/100 Dollars (\$ 3,978.00) on the Shared-Use Pathway from Newman Buschman Neighborhood to Chain Park project; Authorize Mayor to execute in triplicate.

Summary

Approve Supplemental Agreement to amend the Agreement for Professional Services between the City of Hattiesburg and Neel-Schaffer, Inc. to increase design phase services fees by Three Thousand Nine Hundred Seventy-Eight, and 00/100 Dollars (\$ 3,978.00) on the Shared-Use Pathway from Newman Buschman Neighborhood to Chain Park project; Authorize Mayor to execute in triplicate.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

SUPPLEMENTAL AGREEMENT
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE
CITY OF HATTIESBURG
AND
NEEL-SCHAFFER, INC.

**SHARED-USE PATHWAY FROM NEWMAN BUSCHMAN
NEIGHBORHOOD TO CHAIN PARK**

THIS IS AN AMENDMENT made on _____, to the Prime Agreement for Professional Services (Prime Agreement) between the **CITY OF HATTIESBURG**, P. O. Box 1898, Hattiesburg, Mississippi 39403-1898 (**OWNER**) and **NEEL-SCHAFFER, INC.**, 704 Hardy Street, Hattiesburg, Mississippi 39401 (**ENGINEER**) executed on February 21, 2012 for Design Phase Services on the Shared-use Pathway from Newman Buschman Neighborhood to Chain Park. The original contract for design phase services was a fixed fee amount of \$37,450.00.

1. The **ENGINEER** and **OWNER** hereby agree to the following changes and amendments to the Prime Agreement, Exhibit B – Scope of Work, as requested by the Owner:
 - a) Prepare rejection of bids package to submit to MDOT
 - b) Update the bid documents:
 - c) Re-submit PS&E (plans, specifications, and estimate) to MDOT to request authority to re-advertise
 - d) Re-bid Project

2. The **ENGINEER** and **OWNER** hereby agree to the following changes and amendments to the Prime Agreement-Exhibit F Payments to Engineer: Total: \$41,428.

IN WITNESS WHEREOF, the parties hereto have made and executed this **Agreement** as of the day and year first written above.

OWNER: CITY OF HATTIESBURG

WITNESS: _____

ENGINEER: NEEL-SCHAFFER, INC.

_____ 

WITNESS:  _____

SUPPLEMENTAL AGREEMENT
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE
CITY OF HATTIESBURG
AND
NEEL-SCHAFFER, INC.

**SHARED-USE PATHWAY FROM NEWMAN BUSCHMAN
NEIGHBORHOOD TO CHAIN PARK**

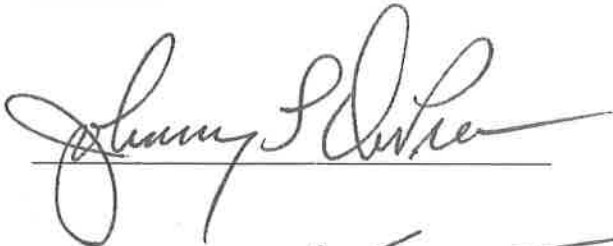
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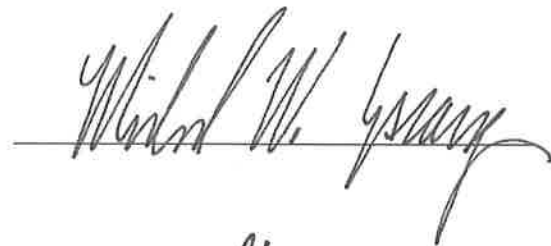
OWNER: CITY OF HATTIESBURG



WITNESS:



ENGINEER: NEEL-SCHAFFER, INC.



WITNESS:





City of Hattiesburg, MS

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

Master

File Number: 2016-2815

File ID: 2016-2815

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 07/21/2016

Brief Title: Approve proposal from Neel-Schaffer for professional services to develop a Downtown Improvements Action Plan

Final Action: 08/02/2016

Minute Book Number: MB2016-196

Title:

Approve and authorize, in triplicate, a proposal from Neel-Schaffer for professional services to develop a Downtown Improvements Action Plan for an estimated fee of \$17,040.02.

Notes:

Sponsors:

Enactment Date:

Attachments: Neel-Schaffer Letter of Proposal 7-1-2016, Action Plan, executed Neel-Schaffer Letter of Proposal 7-1-2016

Enactment Number:

Contact:

Meeting Date: 08/02/2016

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	08/02/2016	Approve and Authorize				Pass
Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Carroll to Approve and authorize, in triplicate, a proposal from Neel-Schaffer for professional services to develop a Downtown Improvements Action Plan for an estimated fee of \$17,040.02.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Carroll, Dryden and Naylor							
Nays: 0							
Absent: 1 - Delgado							
Yea: 4 Council Member Bradley Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2016-2815

Title

Approve and authorize, in triplicate, a proposal from Neel-Schaffer for professional services to develop a Downtown Improvements Action Plan for an estimated fee of \$17,040.02.

Summary

Approve and authorize, in triplicate, a proposal from Neel-Schaffer for professional services to develop a Downtown Improvements Action Plan for an estimated fee of \$17,040.02.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



**TASK ORDER FORM for
GENERAL CONSULTING SERVICES**

TASK ORDER NO.: 23 DATE: July 5, 2016

REQUESTED BY: Lamar Rutland, Director of Engineering

DESCRIPTION OF SERVICE: Downtown Improvements Action Plan
See Attached for Scope

ESTIMATED DELIVERY DATE: 12/31/2016

OTHER COMMENTS: _____

ESTIMATED COST

PERSONNEL	HOURS	HOURLY RATE	TOTAL
Engineer Manager (QA)	2	\$55.00	\$110.00
Project Manager	22	\$38.20	\$840.40
Landscape Architect	159	\$22.78	\$3,622.02
Engineer Technician		\$18.00	\$0.00
Administration		\$26.00	\$0.00

Direct Labor Cost = \$4,572.42

Total Estimated Labor Cost (2.9 Multiplier) = \$13,260.02

Mileage = \$0.00

SUBCONSULTANTS:

1 - The Little Building Design Studio & Gallery \$3,780.00

SUBTOTAL FOR SUBCONSULTANTS = \$3,780.00

\$3,780.00

TOTAL ESTIMATED FEE = \$17,040.02

SUBMITTED BY:  7-20-16
Neel Schaffer, Inc. DATE

AUTHORIZED BY: City of Hattiesburg DATE

Note: Upon approval of this Task Order, the work will be performed as described. The City of Hattiesburg will be invoiced under the terms of the General Services Agreement, Type 2 or Type 3 Service.

Downtown Improvements Action Plan

Scope of Work

The Scope of work for this project will be to provide professional services for the development of a Downtown Improvements Action Plan for the City of Hattiesburg. Neel-Schaffer proposes to provide layouts with estimated cost of projects selected by the City of Hattiesburg to serve as a guide for future downtown improvements.

Neel-Schaffer will work with select departments of the city to develop a list of potential improvements projects for Downtown Hattiesburg and work to develop conceptual designs, proposed graphics, wayfinding construction plans and cost estimates for the components involved.

Development of Action Plan Booklet and Related Documents

- **Overall Maps**
 - Create Vicinity Map
 - Create Map of Areas Outlined in the Document
- **Main – Front Street**
 - Show Previously Designed Parking Layout
- **Parking**
 - Update Previously Produced Parking Map to Show Existing Public Parking Areas
- **Signage and Wayfinding (Pedestrian Kiosks)**
 - Coordinate with City of Hattiesburg and Downtown Wayfinding Sub-Committee
 - Develop Construction Plans and Cost Estimates for Pedestrian Kiosks
- **Signage and Wayfinding (Vehicular)**
 - Coordinate with City of Hattiesburg and Downtown Wayfinding Sub-Committee
 - Develop Construction Plans and Cost Estimates for Vehicular Wayfinding Signs
- **Signage and Wayfinding (Regulatory and Parking)**
 - Coordinate with City of Hattiesburg and Downtown Wayfinding Sub-Committee
 - Develop Construction Plans and Cost Estimates for Regulatory and Parking Signs
- **Benches**
 - Create Map Showing Areas of Existing and Proposed Benches
 - Develop Exhibit Showing Recommended Benches
- **Trash Receptacles**
 - Create Map Showing Areas of Existing and Proposed Trash Receptacles
 - Develop Exhibit Showing Recommended Trash Receptacles
- **Bollards**
 - Create Map Showing Areas of Proposed Removable Bollards
 - Develop Exhibit Showing Recommended Removable Bollards

Final Draft

- **Develop Cost Estimates for Each Improvement Exhibit**
- **Revise As Needed**
- **Develop Priority Rankings for Each Exhibit**
- **Prepare Final Draft of Document**
- **Prepare Digital and Hard Copies for the City of Hattiesburg**

Neel-Schaffer will also perform all necessary site visits and data collection to prepare the necessary documents. Site visits will be required to gather the necessary information to complete the tasks and to gain photographic information for the final document. Neel-Schaffer will complete this work in coordination with the HHDA Wayfinding Sub-Committee and the HHDA Design Committee.



**TASK ORDER FORM for
GENERAL CONSULTING SERVICES**

TASK ORDER NO.: 23 DATE: July 5, 2016

REQUESTED BY: Lamar Rutland, Director of Engineering

DESCRIPTION OF SERVICE: Downtown Improvements Action Plan
See Attached for Scope

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SUBCONSULTANTS:

1 - The Little Building Design Studio & Gallery \$3,780.00

SUBTOTAL FOR SUBCONSULTANTS = \$3,780.00

\$3,780.00

TOTAL ESTIMATED FEE = \$17,040.02

SUBMITTED BY: [Signature] 7-20-16
Neel-Schaffer, Inc. DATE

AUTHORIZED BY: [Signature] 8-2-16
City of Hattiesburg DATE

Note: Upon approval of this Task Order, the work will be performed as described. The City of Hattiesburg will be invoiced under the terms of the General Services Agreement, Type 2 or Type 3 Service.

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City of Hattiesburg, MS

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

Master

File Number: 2016-2834

File ID: 2016-2834

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/28/2016

Brief Title: Approve and declare the purchase of Agenda Management Software from BIS Digital as a sole source purchase

Final Action: 08/02/2016

Minute Book Number: MB2016-196

Title:

Approve and declare the purchase of Agenda Management Software from BIS Digital as a sole source purchase as provided for in Section 31-7-13 (viii) of the Mississippi Code of 1972;

Notes:

Sponsors:

Enactment Date:

Attachments: BIS Sole Source Letter, BIS Vendor Letter, 08-02-BIS Digital Agreement, executed 08-02-BIS Digital Agreement

Enactment Number:

Contact:

Meeting Date: 08/02/2016

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/02/2016	Approve				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Approve and declare the purchase of Agenda Management Software from BIS Digital as a sole source purchase as provided for in Section 31-7-13 (viii) of the Mississippi Code of 1972.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Carroll, Dryden and Naylor							
Nays: 0							
Absent: 1 - Delgado							
Yea: 4 Council Member Bradley Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2016-2834

Title

Approve and declare the purchase of Agenda Management Software from BIS Digital as a sole source purchase as provided for in Section 31-7-13 (viii) of the Mississippi Code of 1972;

Summary

Approve and declare the purchase of Agenda Management Software from BIS Digital as a sole source purchase



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

July 28, 2016

Mayor DuPree and Members of the Council,

The Clerk of Council and I have both studied the features of BoardSync software program for agendas and minutes and have determined that a switch from Legistar to this program will offer important additional options to the Council and to other users of the software at a much lower cost.

For example, Council members will vote from their keyboards and votes will be displayed instantly to the public; this represents a huge improvement over the current voice vote that the Council Clerk records by hand. Also, BoardSync tracks specific changes made by users; Legistar tracks changes, but does not provide details.

This purchase qualifies as a sole source purchase because the Council is purchasing, as part of the agreement, the DCR2 digital conference recording system, a software product that will capture audio/video from Council meeting and allow viewers to listen or view segments as they wish. BIS Digital, with HCI, is the sole developer, designer and manufacturer of this software. (Legistar software allowed for a similar feature, but it was not built-in; rather, it was connected by cable and could not be used readily because the city had not purchased the Legistar voting module.)

Thank you.

Angie Sanford
Manager, IT Division
City of Hattiesburg



September 2, 2015

BIS Digital (Business Information Systems Inc) in partnership with HCI is the sole developer, designer and manufacturer of the DCR, DCR2, & DCR IR software. DCR, DCR2, DCR IR software has been designed for the sole purpose of capturing mission critical audio/video. BIS Digital, Inc. therefore is the only distributor for the product nationwide.

For more information about the DCR systems and their functionality contact our sales department:

BIS Digital, Inc.
Jade Coldren
National Sales Manager
1350 N.E. 56th Street
Ft. Lauderdale, FL 33334

954-681-4516
800-834-7674 x4516
954-493-6541 – fax

Thank you for your continued interest in the DCR digital conference recording systems.

Sincerely,

Steve Coldren

President
800-834-7674 x4504
Steve.coldren@bisdigital.com

Date Tuesday, July 12, 2016

Quote Number Q-8008853-7.12.2016
DCR

Sales Consultant Dan Meyer
(800) 834-7674 Ext 4518 / dan.meyer@bisdigital.com

Primary Contact Debra Bernardo, Clerk of Council
200 Forrest St
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551 / _____ (Fax)
dbernardo@hattiesburgms.com (Email)

Billing Address City of Hattiesburg (MS) / A-1010588
200 Forrest St
P.O. Box 1898
Hattiesburg, MS 39403-1898

Shipping Address _____

Users To Train _____

Installation Notes _____

Item	Code	Qty	Unit Price	Total Price
Hosted Agenda Management Annual Subscription Enterprise (Unlimited Agenda Types)	AH-UA	1	\$7,200.00	\$7,200.00
Agenda Hosting - Custom Design & Implementation	AH-CPD	1	\$3,000.00	\$3,000.00
Conversion Fee Document Indexing	WH-DI-Conv150	1	\$1,500.00	\$1,500.00
DCR2 (2 Channel) Digital Audio/Video Recording Software with Word Integration	DCR2-2ch	1	\$1,995.00	\$1,995.00
MX248 USB Audio Mixer (2 Channel)	BIS-MX2-USB-2	1	\$1,100.00	\$1,100.00
Microphone Wire 22AWG (Plenum) - 1,000ft Roll	BIS-W-MP-22AWG	0.5	\$169.99	\$85.00
On-site Setup, Installation and Training	SIT	1	\$1,350.00	\$1,350.00
Annual DCR Software Assurance	DCR SAS	1	\$350.00	\$350.00
Annual DCR REMOTE SUPPORT on above purchased system	NMNT-DCR-R	1	\$500.00	\$500.00
Sales Tax Rate				_____%
Total (Excluding Sales Tax)				\$17,079.99

Optimal Specifications for BIS Digital Recording PC Systems

DCR 2 Specifications

2/4 Channel Audio Only

- 4GB RAM (*For Windows 7 or 8.1 32-bit*) / 8GB RAM (*For Windows 7 or 8.1 64-bit*)
- 500 GB Hard Drive / 8 MB Cache / 7200 RPM
- Intel Core i3 Processor
- Ethernet RJ-45 Network Interface 100/1000
- USB 3.0 Ports
- Microsoft Windows 7 or 8.1 Professional

All specifications are subject to change without notice. All computers sourced from third parties must first be approved by BIS Digital prior to purchase

Equipment Supply

BIS Digital will furnish the equipment as specified herein. Revisions to this contract are made by approved written "Change Order". BIS reserves the right to bill for equipment as stored materials when delivery or installation is not possible. There are no additional implied or expressed operations of the system other than stated within.

Electrical Installation

The customer provided electrical contractor will install all AC power, relay switches & conduit as required for the proposed systems. If required, the customer provided electrician will be responsible for providing and hanging all rigid electrical junction boxes, conduit and installing same. BIS Digital has recommended and asked for Dedicated Electrical Power to be installed at the head-end, controlled end-user equipment or at the same location of final control(s). Dedicated Power shall be the responsibility of the end-user and any external noise or factors creating noise within the systems not exposed by installed electronic equipment shall not be BIS Digital, Inc. responsibility and shall not be reason for any hold-backs whatsoever by any party.

Equipment Installation and Head End Connections

BIS Technicians will install all specified equipment and make all final circuit terminations in the head-end equipment racks. The customer will provide all custom carpentry or custom room preparations as required prior to the installation. The customer will provide scaffold or high reach for all installation work in ceilings over fourteen feet. All network connection(s) are to be provided by the customer. Any changes, alterations or deviations from the Equipment and installation obligations specified herein involving extra cost for labor or material will be executed only on written orders for the same. The cost of any added labor or material will become an extra charge over and above the total specified on the Agreement.

Order Summary

Date	Tuesday, July 12, 2016
Quote Number	Q-8008853-7.12.2016
Account Name	City of Hattiesburg (MS)
Total (Excluding Sales Tax)	\$17,079.99

Terms and Conditions

Effective Period	This proposal is a firm offer for 30 days from quote date Tuesday, July 12, 2016.
Tax Status	Sales tax will be added to invoice unless Tax Exempt Form is on file with BIS Digital.
Payment Terms	Deposit: All orders above \$5,000 require a 50% deposit. Once the order and deposit is confirmed {received} by BIS Digital, scheduling of the installation / and shipment of goods will occur. Balance: The remaining balance is to be paid on the completion of the installation. {delivery of goods at customer site}
Restocking Fee	20% restocking fee will be charged for all cancelled orders
Site Preparation	Customer is required to supply all conduit and cable pulls not listed on this quote. Customer will be responsible for any additional wiring or installation supplies needed during installation.
Training	BIS Digital will provide full training of all system users per agreed training schedule.
Limited Warranty	All BIS supplied new systems (Hardware & Software) are covered for 90 days following date of installation/delivery. Warranty does not cover On-Site Technical Support, Shipping costs, or Software upgrades (See Software Assurance below).
Software Assurance	Annual Software Assurance entitles user to software upgrades throughout the one year term, at the cost of \$350 per license/year.

This signature and Purchase Order number states acceptance to the above price, terms and conditions, authorizing BIS Digital, Inc. to order, install and bill for the above equipment:

*** Accepted by:** _____
Name Title

Signature Date

*** Accounts Payable Information * Required for order to be processed***

A/P Contact: _____
Name Phone Number

Email Address Fax #

Is a Purchase Order required for processing? _____ **P.O #** _____

BoardSync SUPPLEMENTAL SERVICES AGREEMENT

THIS SUPPLEMENTAL SERVICES AGREEMENT (the “Agreement”) between BoardSync, Inc. (“BoardSync”) with its principal place of business at 4470 Chamblee Dunwoody Road, Suite 220, Dunwoody, GA 30338, Business Information Systems, Inc., (“BIS”) with its principal place of business at 1350 Northeast 56th Street, Suite 300, Fort Lauderdale, FL 33334, and _____ with its principal place of business at _____ (“Customer”) is made effective as of _____ (“Effective Date”). This Agreement is a supplement to the “BIS Agreement” as described in the next paragraph.

BIS CONTROLLING AGREEMENT. The parties acknowledge and agree that this Agreement is supplemental to, made a part of, and incorporated into, that certain “BIS Quote Number _____, dated _____, between BIS and Customer (the “BIS Agreement”). In the case of any inconsistency between the provisions of this Agreement and the BIS Agreement, the provisions of the BIS Agreement shall govern and control (this Agreement and the BIS Agreement may be collectively referred to herein as the “Agreements”).

In connection with the delivery of transcription services under the terms of the BIS Agreement, Customer desires to supplement such transcription services and, subject to the terms and conditions of the BIS Agreement, (a) contract with BoardSync to administer streaming media and media content management services through a Managed Services solution, (b) engage BoardSync to integrate its software with Client’s existing website and (c) utilize the Liberty Meeting Record integration module from BoardSync.

1. OVERVIEW AND DEFINITIONS

General. This Agreement states the terms and conditions by which BoardSync will deliver to Customer various services, supplemental and in conjunction with the services provided by BIS under the terms of the BIS Agreement, as described below.

1.1 “Authorized User” means a designated employee or agent of Customer.

1.2 “Authorized Website” means a website owned or operated by or on behalf of Customer, for which BoardSync has agreed to provide the Technology and various Services.

1.4 “Service(s)” means the specific service(s) provided by BoardSync, including access to the Technology.

1.5 “Technology” means the BoardSync Internet based system for streaming media and managing media content, and may include software, and software tools, user interface designs, and documentation, and any derivatives, improvements, enhancements or extensions thereof.

1.5 “Content” means any or all, documents, graphics, video, graphics, audio and other content that is streamed or otherwise transmitted or provided by, or on behalf of customer to BoardSync.

2. DELIVERY OF SERVICES; TERM; FEES, PAYMENTS

2.1 *Grant of License.* Subject to the terms and conditions of the Agreements, BoardSync grants to Customer a non-exclusive, non-transferable, limited license to permit Authorized Users of Customer to access and use the Service on the Authorized Website(s) identified in Schedule 1.

2.2 *Responsibilities.* Customer agrees to (a) maintain the Authorized Website(s) identified in Schedule 1; (b) procure and maintain all hardware, software and telecommunications equipment necessary to access the Service and transmit media content via the Internet; (c) agrees to provide BoardSync with all information reasonably necessary to setup or establish Service on Customer’s behalf; and (d) shall provide and maintain any and all materials necessary to reasonably inform all customers patrons where and when live audio and video streaming will take place at the customer locations.

2.3 *Payment Terms.* Customer shall pay all applicable fees for the Services in accordance with the terms and conditions set forth in the BIS Agreement.

2.4 *Term.* The term of this Agreement shall be coterminous with the term of the BIS Agreement.

3. INTELLECTUAL PROPERTY OWNERSHIP

3.1 *Technology Ownership and Rights.* This Agreement does not transfer to Customer any ownership or proprietary rights in the Technology, and all right, title and interest in and to the Technology will remain solely with BoardSync.

3.2 Responsibility for Content. The Customer shall have sole control and responsibility over the determination which data and information shall be included in the Content that is to be transmitted to BoardSync. The Customer shall not provide to BoardSync or allow to be provided to BoardSync any Content that (a) infringes or violates 3rd parties' Intellectual Property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.

3.3 Content Ownership. The Customer shall own all right, title, and interest in and to all Content on a worldwide basis, including, without limitation, all Intellectual Property rights relating thereto, all and any content that is transmitted or made available to BoardSync pursuant to this Agreement. To the extent that any such Content is protected by copyright, such content shall be deemed to be "works for hire" under the copyright laws of the United States.

4. LIMITED WARRANTY

4.1 Service Level. BoardSync will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards including, but not limited to:

- 1) Maintain Service availability 24 hours a day, 7 days a week,
- 2) Respond to Customer's requests for support during the hours of 7:00 AM to 7:00PM CT, Monday through Friday and critical support requests 24 hours per day.

4.2 No Other Warranty. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. BIS AND BOARDSYNC DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AND MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. BIS AND BOARDSYNC DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

5. LIMITATION OF LIABILITY

5.1 Damage to Customer. BIS AND BOARDSYNC ASSUME NO LIABILITY FOR ANY DAMAGE TO, OR LOSS TO, CUSTOMER RESULTING FROM ANY CAUSE OTHER THAN THE WILLFUL OR RECKLESS MISCONDUCT OF BIS AND OR BOARDSYNC.

5.2 Consequential Damages Waiver. IN NO EVENT SHALL BIS OR BOARDSYNC BE LIABLE TO CUSTOMER FOR ANY TYPE OF INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF SERVICE OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

6. INDEMNIFICATION

6.1 Indemnification. Each Party agrees to fully indemnify and hold harmless the others for any and all costs, liabilities, losses, and expenses (including attorney's fees) resulting from any claim, suit, action, or proceeding brought by any third party arising from a party's (a) breach of any of its obligations or warranties; or (b) negligence or willful misconduct. The liability of BIS and BoardSync hereunder is collectively expressly limited to the amount received under this Agreement.

7. TERMINATION OR CHANGE ORDER

7.1 Termination for Cause. Any party may terminate this Agreement if the other party(ies) breaches any material term or condition of this Agreement and fails to cure such breach within sixty (60) days after receipt of written notice of the same. If BIS or BoardSync terminates for cause, all payments due and owing for the remainder of the Term will immediately be due. If Customer terminates for cause, it shall be entitled to a refund of any prepaid service fees, or fees paid for service not received on a pro-rata basis

7.2 Termination Without Cause. Any party may terminate this Agreement without cause providing that the terminating party gives the other party(ies) sixty (60) day's written notice prior to termination. Should Customer terminate without cause after the first date of the term as defined in Schedule 1, Customer must pay the balance of the current contracted term. Should BIS or BoardSync terminate without cause, Customer has no obligation for payment.

7.3 Termination for Bankruptcy. Any party may terminate this Agreement immediately if (a) the other party(ies) becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (b) the other party(ies) becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within thirty (30) days of filing.

7.4 Effect of Termination. Upon the effective date of expiration, cancellation or termination of this Agreement (a) BoardSync will immediately cease providing the Service(s); and (b) any and all payment obligations of the Customer through the termination, depending upon cause or without cause, as defined above, will immediately become due; and (c) return or make available all customer content within forty-five (45) days.

7.5 Survival. The following provisions will survive any expiration or termination of the Agreement: Sections 3 (Intellectual Property Ownership), 5 (Limitation of Liability), 6 (Indemnification), 9 (Confidentiality) and 10 (Miscellaneous).

8. USE

8.1 Acceptable Use. Customer represents and warrants that the Technology and Services will only be used for lawful purposes, and in accordance with reasonable operating rules policies, terms and conditions and procedures.

8.2 Restrictions on Use. Customer represents and warrants that Customer and its Authorized Users will not (a) sell, lease, distribute, license or sublicense the Technology or Services; (b) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Technology or Services in any way for any reason; (c) provide, disclose, divulge or make available to, or permit use of the Technology or Services by, any third party; (d) copy or reproduce all or any part of the Technology or Services (except as expressly provided for herein); (e) interfere, or attempt to interfere, with the Technology or Services in any way; (f) introduce into or transmit through the Technology or Services any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design; (g) remove, obscure or alter any copyright notice, trademarks, logos or other proprietary rights notices affixed to or contained within the Technology or Services; or (h) engage in or allow any action involving the Technology or Services that is inconsistent with the terms and conditions of this Agreement.

8.3 Withdrawal of Access. BIS and/or BoardSync may, upon misuse of the program, misconduct, security breaches or grossly improper use of the Customer data, instruct Customer to terminate access to any Authorized User or individual and Customer agrees to promptly comply with such instruction.

9. CONFIDENTIALITY

9.1 BoardSync Information. Customer acknowledges that the Technology and Services contain valuable trade secrets, which are the sole property of BoardSync, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets. Customer will take all reasonable steps to prevent the unauthorized access to the Technology and Services.

9.2 Customer Information. BIS and BoardSync acknowledge that Customer's database may contain valuable trade secrets, which are the sole property of Customer. To the extent that BIS and/or BoardSync becomes aware of the content of a Customer database, BIS and BoardSync agree to use reasonable care to prevent other parties from learning of these trade secrets; provided BIS and BoardSync may disclose such trade secrets to affiliates, agents and other third parties, including counsel and regulators, on a need-to-know basis, so long as such parties agree to maintain the confidentiality of such information.

9.3 Exceptions. The obligations of this Section 9 shall not apply to any information that (a) is now, or hereafter becomes, through no act or failure to act on the part of receiving party (the "Receiver"), generally known or available; (b) is known by the Receiver at the time of receiving such information, as evidenced by the Receiver's records; (c) is hereafter furnished to the Receiver by a third party, as a matter of right and without restriction on disclosure; (d) is independently developed by the Receiver without reference to or use of the disclosing party's information; or (e) is required to be disclosed by law, provided that the party to whom the information belongs is given prior written notice of any such proposed disclosure.

10. MISCELLANEOUS PROVISIONS

10.1 Force Majeure. None of BIS, BoardSync, their suppliers nor Customer will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the negligence or willful misconduct of BIS or BoardSync), provided that the delayed party: (a) gives the other party(ies) prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If BoardSync is unable to provide Service(s) for a period of thirty (30) consecutive days as a result of a continuing force majeure event, Customer may cancel the Service(s) without penalty.

10.2 *Governing Law.* This Agreement is made under and will be governed by and construed in accordance with the laws of the State of Florida.

10.3 *Severability.* In the event any provision of this Agreement is held to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect.

10.4 *Assignment.* BIS and/or BoardSync may assign their rights and obligations under this Agreement, in whole or in part, to any entity, including their supplier(s). Customer may not assign this Agreement, in whole or in part, without the prior written consent of BIS and of BoardSync, which consents will not be unreasonably withheld.

10.5 *Notice.* Any notice or communication required or permitted to be given hereunder shall be made in writing and may be delivered by hand, deposited with an overnight courier, sent by email, conformed facsimile, or mailed by registered or certified mail, receipt requested, postage prepaid. Such notices shall be deemed made when delivered to the applicable party's representative as provided in this Agreement.

10.6 *Relationship of Parties.* BIS, BoardSync and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between BIS and BoardSync and Customer. None of BIS, BoardSync nor Customer will have the power to bind the others or incur obligations on the others' behalf without the other party(ies) prior written consent(s), except as otherwise expressly provided within.

10.7 *Waiver.* The waiver or failure of any party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

10.8 *Entire Agreement; Counterparts; Originals.* This Agreement including all documents incorporated herein by reference constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof.

11. ACCEPTANCE

Authorized representatives of Customer, BIS and BoardSync have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date first written above.

Customer: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____



BoardSync, Inc.



Business Information Systems, Inc.

Signature: _____

Print Name: Doug Shumway

Title: Chief Operating Officer

Date: _____

Signature: _____

Print Name: Steve Coldren

Title: President

Date: _____



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

July 28, 2016

Mayor DuPree and Members of the Council,

The Clerk of Council and I have both studied the features of BoardSync software program for agendas and minutes and have determined that a switch from Legistar to this program will offer important additional options to the Council and to other users of the software at a much lower cost.

For example, Council members will vote from their keyboards and votes will be displayed instantly to the public; this represents a huge improvement over the current voice vote that the Council Clerk records by hand. Also, BoardSync tracks specific changes made by users; Legistar tracks changes, but does not provide details.

This purchase qualifies as a sole source purchase because the Council is purchasing, as part of the agreement, the DCR2 digital conference recording system, a software product that will capture audio/video from Council meeting and allow viewers to listen or view segments as they wish. BIS Digital, with HCI, is the sole developer, designer and manufacturer of this software. (Legistar software allowed for a similar feature, but it was not built-in; rather, it was connected by cable and could not be used readily because the city had not purchased the Legistar voting module.)

Thank you.

Angie Sanford
Manager, IT Division
City of Hattiesburg



September 2, 2015

BIS Digital (Business Information Systems Inc) in partnership with HCI is the sole developer, designer and manufacturer of the DCR, DCR2, & DCR IR software. DCR, DCR2, DCR IR software has been designed for the sole purpose of capturing mission critical audio/video. BIS Digital, Inc. therefore is the only distributor for the product nationwide.

For more information about the DCR systems and their functionality contact our sales department:

BIS Digital, Inc.
Jade Coldren
National Sales Manager
1350 N.E. 56th Street
Ft. Lauderdale, FL 33334

954-681-4516
800-834-7674 x4516
954-493-6541 – fax

Thank you for your continued interest in the DCR digital conference recording systems.

Sincerely,

Steve Coldren

President
800-834-7674 x4504
Steve.coldren@bisdigital.com

BIS Digital

Integrating Excellence™



Business Information Systems, Inc
1350 NE 56th Street, Suite 300 • Ft. Lauderdale, FL 33334
Phone: (800) 834-7674 • Fax: (877) 858-5611

Date Tuesday, July 12, 2016

Quote Number Q-8008853-7.12.2016
DCR

Sales Consultant Dan Meyer
(800) 834-7674 Ext 4518 / dan.meyer@bisdigital.com

Primary Contact Debra Bernardo, Clerk of Council
200 Forrest St
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551 / _____ (Fax)
dbernardo@hattiesburgms.com (Email)

Billing Address City of Hattiesburg (MS) / A-1010588
200 Forrest St
P.O. Box 1898
Hattiesburg, MS 39403-1898

Shipping Address _____

Users To Train 30

Installation Notes _____

Item	Code	Qty	Unit Price	Total Price
Hosted Agenda Management Annual Subscription Enterprise (Unlimited Agenda Types)	AH-UA	1	\$7,200.00	\$7,200.00
Agenda Hosting - Custom Design & Implementation	AH-CPD	1	\$3,000.00	\$3,000.00
Conversion Fee Document Indexing	WH-DI-Conv150	1	\$1,500.00	\$1,500.00
DCR2 (2 Channel) Digital Audio/Video Recording Software with Word Integration	DCR2-2ch	1	\$1,995.00	\$1,995.00
MX248 USB Audio Mixer (2 Channel)	BIS-MX2-USB-2	1	\$1,100.00	\$1,100.00
Microphone Wire 22AWG (Plenum) - 1,000ft Roll	BIS-W-MP-22AWG	0.5	\$169.99	\$85.00
On-site Setup, Installation and Training	SIT	1	\$1,350.00	\$1,350.00
Annual DCR Software Assurance	DCR SAS	1	\$350.00	\$350.00
Annual DCR REMOTE SUPPORT on above purchased system	NMNT-DCR-R	1	\$500.00	\$500.00
Sales Tax Rate				%
Total (Excluding Sales Tax)				\$17,079.99

Optimal Specifications for BIS Digital Recording PC Systems

DCR 2 Specifications

2/4 Channel Audio Only

- 4GB RAM (*For Windows 7 or 8.1 32-bit*) / 8GB RAM (*For Windows 7 or 8.1 64-bit*)
- 500 GB Hard Drive / 8 MB Cache / 7200 RPM
- Intel Core i3 Processor
- Ethernet RJ-45 Network Interface 100/1000
- USB 3.0 Ports
- Microsoft Windows 7 or 8.1 Professional

All specifications are subject to change without notice. All computers sourced from third parties must first be approved by BIS Digital prior to purchase

Equipment Supply

BIS Digital will furnish the equipment as specified herein. Revisions to this contract are made by approved written "Change Order". BIS reserves the right to bill for equipment as stored materials when delivery or installation is not possible. There are no additional implied or expressed operations of the system other than stated within.

Electrical Installation

The customer provided electrical contractor will install all AC power, relay switches & conduit as required for the proposed systems. If required, the customer provided electrician will be responsible for providing and hanging all rigid electrical junction boxes, conduit and installing same. BIS Digital has recommended and asked for Dedicated Electrical Power to be installed at the head-end, controlled end-user equipment or at the same location of final control(s). Dedicated Power shall be the responsibility of the end-user and any external noise or factors creating noise within the systems not exposed by installed electronic equipment shall not be BIS Digital, Inc. responsibility and shall not be reason for any hold-backs whatsoever by any party.

Equipment Installation and Head End Connections

BIS Technicians will install all specified equipment and make all final circuit terminations in the head-end equipment racks. The customer will provide all custom carpentry or custom room preparations as required prior to the installation. The customer will provide scaffold or high reach for all installation work in ceilings over fourteen feet. All network connection(s) are to be provided by the customer. Any changes, alterations or deviations from the Equipment and installation obligations specified herein involving extra cost for labor or material will be executed only on written orders for the same. The cost of any added labor or material will become an extra charge over and above the total specified on the Agreement.

BIS Digital

Integrating Excellence™



Business Information Systems, Inc
1350 NE 56th Street, Suite 300 • Ft. Lauderdale, FL 33334
Phone: (800) 834-7674 • Fax: (877) 858-5611

Order Summary

Date	Tuesday, July 12, 2016
Quote Number	Q-8008853-7.12.2016
Account Name	City of Hattiesburg (MS)
Total (Excluding Sales Tax)	\$17,079.99

Terms and Conditions

Effective Period	This proposal is a firm offer for 30 days from quote date Tuesday, July 12, 2016.
Tax Status	Sales tax will be added to invoice unless Tax Exempt Form is on file with BIS Digital.
Payment Terms	Deposit: All orders above \$5,000 require a 50% deposit. Once the order and deposit is confirmed {received} by BIS Digital, scheduling of the installation / and shipment of goods will occur. Balance: The remaining balance is to be paid on the completion of the installation. {delivery of goods at customer site}
Restocking Fee	20% restocking fee will be charged for all cancelled orders
Site Preparation	Customer is required to supply all conduit and cable pulls not listed on this quote. Customer will be responsible for any additional wiring or installation supplies needed during installation.
Training	BIS Digital will provide full training of all system users per agreed training schedule.
Limited Warranty	All BIS supplied new systems (Hardware & Software) are covered for 90 days following date of installation/delivery. Warranty does not cover On-Site Technical Support, Shipping costs, or Software upgrades (See Software Assurance below).
Software Assurance	Annual Software Assurance entitles user to software upgrades throughout the one year term, at the cost of \$350 per license/year.

This signature and Purchase Order number states acceptance to the above price, terms and conditions, authorizing BIS Digital, Inc. to order, install and bill for the above equipment:

* Accepted by: Johnny L. DuPree Mayor
Name Title
 Signature
8-2-16 Date

* Accounts Payable Information * Required for order to be processed*

A/P Contact: Lisa Hanson 601-554-1034
Name Phone Number
lhanson@hattiesburgms.com 601-584-4895
Email Address Fax #

Is a Purchase Order required for processing? Yes P.O # 163446

BoardSync SUPPLEMENTAL SERVICES AGREEMENT

THIS SUPPLEMENTAL SERVICES AGREEMENT (the "Agreement") between BoardSync, Inc. ("BoardSync") with its principal place of business at 4470 Chamblee Dunwoody Road, Suite 220, Dunwoody, GA 30338, Business Information Systems, Inc., ("BIS") with its principal place of business at 1350 Northeast 56th Street, Suite 300, Fort Lauderdale, FL 33334, and City of Hattiesburg with its principal place of business at 200 Forrest Street ("Customer") is made effective as of 8-2-16 ("Effective Date"). This Agreement is a supplement to the "BIS Agreement" as described in the next paragraph.

BIS CONTROLLING AGREEMENT. The parties acknowledge and agree that this Agreement is supplemental to, made a part of, and incorporated into, that certain "BIS Quote Number _____, dated _____, between BIS and Customer (the "BIS Agreement"). In the case of any inconsistency between the provisions of this Agreement and the BIS Agreement, the provisions of the BIS Agreement shall govern and control (this Agreement and the BIS Agreement may be collectively referred to herein as the "Agreements").

In connection with the delivery of transcription services under the terms of the BIS Agreement, Customer desires to supplement such transcription services and, subject to the terms and conditions of the BIS Agreement, (a) contract with BoardSync to administer streaming media and media content management services through a Managed Services solution, (b) engage BoardSync to integrate its software with Client's existing website and (c) utilize the Liberty Meeting Record integration module from BoardSync.

1. OVERVIEW AND DEFINITIONS

General. This Agreement states the terms and conditions by which BoardSync will deliver to Customer various services, supplemental and in conjunction with the services provided by BIS under the terms of the BIS Agreement, as described below.

1.1 "Authorized User" means a designated employee or agent of Customer.

1.2 "Authorized Website" means a website owned or operated by or on behalf of Customer, for which BoardSync has agreed to provide the Technology and various Services.

1.4 "Service(s)" means the specific service(s) provided by BoardSync, including access to the Technology.

1.5 "Technology" means the BoardSync Internet based system for streaming media and managing media content, and may include software, and software tools, user interface designs, and documentation, and any derivatives, improvements, enhancements or extensions thereof.

1.5 "Content" means any or all, documents, graphics, video, graphics, audio and other content that is streamed or otherwise transmitted or provided by, or on behalf of customer to BoardSync.

2. DELIVERY OF SERVICES; TERM; FEES, PAYMENTS

2.1 *Grant of License.* Subject to the terms and conditions of the Agreements, BoardSync grants to Customer a non-exclusive, non-transferable, limited license to permit Authorized Users of Customer to access and use the Service on the Authorized Website(s) identified in Schedule I.

2.2 *Responsibilities.* Customer agrees to (a) maintain the Authorized Website(s) identified in Schedule I; (b) procure and maintain all hardware, software and telecommunications equipment necessary to access the Service and transmit media content via the Internet; (c) agrees to provide BoardSync with all information reasonably necessary to setup or establish Service on Customer's behalf; and (d) shall provide and maintain any and all materials necessary to reasonably inform all customers patrons where and when live audio and video streaming will take place at the customer locations.

2.3 *Payment Terms.* Customer shall pay all applicable fees for the Services in accordance with the terms and conditions set forth in the BIS Agreement.

2.4 *Term.* The term of this Agreement shall be coterminous with the term of the BIS Agreement.

3. INTELLECTUAL PROPERTY OWNERSHIP

3.1 *Technology Ownership and Rights.* This Agreement does not transfer to Customer any ownership or proprietary rights in the Technology, and all right, title and interest in and to the Technology will remain solely with BoardSync.

3.2 Responsibility for Content. The Customer shall have sole control and responsibility over the determination which data and information shall be included in the Content that is to be transmitted to BoardSync. The Customer shall not provide to BoardSync or allow to be provided to BoardSync any Content that (a) infringes or violates 3rd parties' Intellectual Property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.

3.3 Content Ownership. The Customer shall own all right, title, and interest in and to all Content on a worldwide basis, including, without limitation, all Intellectual Property rights relating thereto, all and any content that is transmitted or made available to BoardSync pursuant to this Agreement. To the extent that any such Content is protected by copyright, such content shall be deemed to be "works for hire" under the copyright laws of the United States.

4. LIMITED WARRANTY

4.1 Service Level. BoardSync will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards including, but not limited to:

- 1) Maintain Service availability 24 hours a day, 7 days a week,
- 2) Respond to Customer's requests for support during the hours of 7:00 AM to 7:00PM CT, Monday through Friday and critical support requests 24 hours per day.

4.2 No Other Warranty. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. BIS AND BOARDSYNC DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AND MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. BIS AND BOARDSYNC DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

5. LIMITATION OF LIABILITY

5.1 Damage to Customer. BIS AND BOARDSYNC ASSUME NO LIABILITY FOR ANY DAMAGE TO, OR LOSS TO, CUSTOMER RESULTING FROM ANY CAUSE OTHER THAN THE WILLFUL OR RECKLESS MISCONDUCT OF BIS AND OR BOARDSYNC.

5.2 Consequential Damages Waiver. IN NO EVENT SHALL BIS OR BOARDSYNC BE LIABLE TO CUSTOMER FOR ANY TYPE OF INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF SERVICE OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

6. INDEMNIFICATION

6.1 Indemnification. Each Party agrees to fully indemnify and hold harmless the others for any and all costs, liabilities, losses, and expenses (including attorney's fees) resulting from any claim, suit, action, or proceeding brought by any third party arising from a party's (a) breach of any of its obligations or warranties; or (b) negligence or willful misconduct. The liability of BIS and BoardSync hereunder is collectively expressly limited to the amount received under this Agreement.

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7.2 Termination Without Cause. Any party may terminate this Agreement without cause providing that the terminating party gives the other party(ies) sixty (60) day's written notice prior to termination. Should Customer terminate without cause after the first date of the term as defined in Schedule 1, Customer must pay the balance of the current contracted term. Should BIS or BoardSync terminate without cause, Customer has no obligation for payment.

7.3 Termination for Bankruptcy. Any party may terminate this Agreement immediately if (a) the other party(ies) becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (b) the other party(ies) becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within thirty (30) days of filing.

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8. USE

8.1 Acceptable Use. Customer represents and warrants that the Technology and Services will only be used for lawful purposes, and in accordance with reasonable operating rules policies, terms and conditions and procedures.

8.2 Restrictions on Use. Customer represents and warrants that Customer and its Authorized Users will not (a) sell, lease, distribute, license or sublicense the Technology or Services; (b) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Technology or Services in any way for any reason; (c) provide, disclose, divulge or make available to, or permit use of the Technology or Services by, any third party; (d) copy or reproduce all or any part of the Technology or Services (except as expressly provided for herein); (e) interfere, or attempt to interfere, with the Technology or Services in any way; (f) introduce into or transmit through the Technology or Services any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design; (g) remove, obscure or alter any copyright notice, trademarks, logos or other proprietary rights notices affixed to or contained within the Technology or Services; or (h) engage in or allow any action involving the Technology or Services that is inconsistent with the terms and conditions of this Agreement.

8.3 Withdrawal of Access. BIS and/or BoardSync may, upon misuse of the program, misconduct, security breaches or grossly improper use of the Customer data, instruct Customer to terminate access to any Authorized User or individual and Customer agrees to promptly comply with such instruction.

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9.3 Exceptions. The obligations of this Section 9 shall not apply to any information that (a) is now, or hereafter becomes, through no act or failure to act on the part of receiving party (the "Receiver"), generally known or available; (b) is known by the Receiver at the time of receiving such information, as evidenced by the Receiver's records; (c) is hereafter furnished to the Receiver by a third party, as a matter of right and without restriction on disclosure; (d) is independently developed by the Receiver without reference to or use of the disclosing party's information; or (e) is required to be disclosed by law, provided that the party to whom the information belongs is given prior written notice of any such proposed disclosure.

10. MISCELLANEOUS PROVISIONS

10.1 Force Majeure. None of BIS, BoardSync, their suppliers nor Customer will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the negligence or willful misconduct of BIS or BoardSync), provided that the delayed party: (a) gives the other party(ies) prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If BoardSync is unable to provide Service(s) for a period of thirty (30) consecutive days as a result of a continuing force majeure event, Customer may cancel the Service(s) without penalty.

10.2 *Governing Law.* This Agreement is made under and will be governed by and construed in accordance with the laws of the State of Florida.

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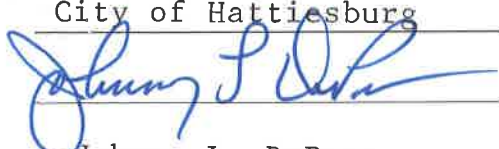
10.6 *Relationship of Parties.* BIS, BoardSync and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between BIS and BoardSync and Customer. None of BIS, BoardSync nor Customer will have the power to bind the others or incur obligations on the others' behalf without the other party(ies) prior written consent(s), except as otherwise expressly provided within.

10.7 *Waiver.* The waiver or failure of any party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

10.8 *Entire Agreement; Counterparts; Originals.* This Agreement including all documents incorporated herein by reference constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof.

11. ACCEPTANCE

Authorized representatives of Customer, BIS and BoardSync have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date first written above.

Customer: City of Hattiesburg
Signature: 
Print Name: Johnny L. DuPree
Title: Mayor
Date: 8-2-16

 BoardSync, Inc.

Signature: _____
Print Name: Doug Shumway
Title: Chief Operating Officer
Date: _____



Business Information Systems, Inc.

Signature: _____
Print Name: Steve Coldren
Title: President
Date: _____



City of Hattiesburg, MS

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

Master

File Number: 2016-2827

File ID: 2016-2827

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 07/25/2016

Brief Title: Fire Truck Financing

Final Action: 08/02/2016

Minute Book Number: MB2016-197

Title:

Acknowledge receipt of interest rate quotes for the financing of one 2015 Ferrara Fire Apparatus Ladder Truck for the City of Hattiesburg and accept the quote of Trustmark Bank; authorize Mayor to execute necessary lease-purchase financing documents.

Notes:

Sponsors:

Enactment Date:

Attachments: Fire Truck Financing, executed Fire Truck Financing

Enactment Number:

Contact:

Meeting Date: 08/02/2016

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/02/2016	Acknowledge				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Acknowledge receipt of interest rate quotes for the financing of one 2015 Ferrara Fire Apparatus Ladder Truck for the City of Hattiesburg and accept the quote of Trustmark Bank; authorize Mayor to execute necessary lease-purchase financing documents.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Carroll, Dryden and Naylor							
Nays: 0							
Absent: 1 - Delgado							
Yea: 4 Council Member Bradley Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2016-2827

Title

Acknowledge receipt of interest rate quotes for the financing of one 2015 Ferrara Fire Apparatus Ladder Truck for the City of Hattiesburg and accept the quote of Trustmark Bank; authorize Mayor to execute necessary lease-purchase financing documents.

Summary

Fire Truck Financing

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: Mayor DuPree; Members of City Council
FROM: Sharon Waits, CFO
DATE: July 25, 2016
SUBJECT: Fire Truck Financing

Quotes for financing the purchase of the 2015 Ferrarra Fire Apparatus Ladder Truck were requested and received, as per Mississippi Code Section 31-7-13, paragraph (e). The amount requested to be financed was \$764,229 for a period of 4 years, with monthly payments.

Attached are quotes from Trustmark and Bancorp South Equipment Finance. The quotes are as follows:

Trustmark	1.39 %
Bancorp South Equipment Finance	1.63 %

All quotes submitted met the requirements of the City's solicitation for bids. Based on the above information, I am recommending that the City accept the quote from Trustmark as the lowest quote.



Post Office Box 1071
Hattiesburg, MS 39401
(601) 544-8100 PHONE
(601) 583-5307 FAX
www.trustmark.com

July 25, 2016

City of Hattiesburg
Attn: Sharon Waits
P.O. Box 1898
Hattiesburg, MS 39403-1898

Dear Ladies & Gentlemen of the City Council:

Thank you for the opportunity to provide a lease purchase financing quote to the City of Hattiesburg. For the requested financing of lease purchase financing for one (1) 2015 Ferrara Fire Apparatus Ladder Truck in the amount of \$764,229, Trustmark is pleased to offer the following tax-exempt, bank qualified interest rate:

<u>Term</u>	<u>Interest Rate</u>
4 Years	1.39% Fixed

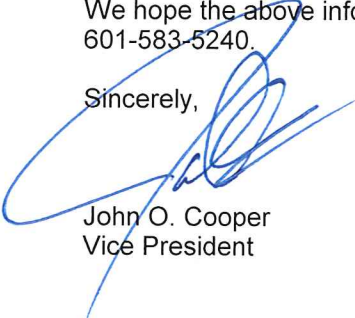
The loan will be are fully amortizing over 48 monthly payments of principal and interest.

The offer is subject to the following general terms and conditions:

- 1. AUTHORITY:** The Lease and other documentation will be authorized and entered into in accordance with State law. An opinion of counsel regarding the legality of the transaction will be required subject to Trustmark's satisfaction. Further, this transaction must be designated by a resolution or order of the Board as a "qualified tax exempt obligation" pursuant to Section 265 of the Internal Revenue Code.
- 2. DOCUMENTATION:** Trustmark will provide the Lease-Purchase Agreement needed to undertake this transaction at no cost to the City. The City agrees to provide to Trustmark other customary documentation for this type transaction including, but not limited to, an opinion of counsel to the effect that the interest payments are exempt from all federal and state taxation. The City, through its City Council (the "Council") agrees to enter into such documentation, pending the City attorney's approval. The City of Hattiesburg will also complete an IRS Form 8038-G/GC in a timely manner and provide a copy to Trustmark.
- 3. EXPIRATION of RATE and NOTICE of FUNDING:** The aforementioned quote will expire at midnight, August 31, 2016, unless funded prior to then by the City or extended by mutual agreement between Trustmark and the City.

We hope the above information is to your satisfaction. If you have any questions, please call me at 601-583-5240.

Sincerely,


John O. Cooper
Vice President

People you trust.
Advice that works.



7/22/2016

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

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

1. Lessor: BancorpSouth Equipment Finance, a
division of BancorpSouth Bank
2. Lessee: City of Hattiesburg
3. Equipment Description: 2015 Fire Truck
4. Equipment Cost: \$764,229.00
5. Lease Term: 4 Years
6. Lease Payments: (These are approximate payment amounts. The
actual payment will be determined at funding
date.)

48 monthly payments of \$16,887.60
Arrears
7. Lease Rate: 1.63%
8. Funding Date: This proposal is contingent upon the equipment
being delivered and the lease funded prior to
9/30/2016.. Any extension of the funding or
delivery date must be in writing.
9. Purchase Option: Title is passed to Lessee at lease expiration for
no further consideration.
10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable
efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be

terminated without penalty in the event of non-appropriation. In such event, the Lessee agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.

11. Bank Qualification: This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. **This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than \$10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt during the calendar year that the lease is funded.**
12. Tax Status: This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.
13. Net Lease: This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.
14. Financial Statements: Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness
15. Lease Documentation: This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to BancorpSouth Equipment Finance. **The proposal is subject to approval by BancorpSouth Equipment Finance's Credit Committee and to mutually acceptable terms, conditions and documentation.**

Acceptance of this proposal expires as the close of business on 8/31/2016. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to Bob Lee at 1-800-222-1610.


Bob Lee
Municipal Finance Manager

ACKNOWLEDGMENT AND ACCEPTANCE

By: _____
Title

Date: _____

MEMORANDUM

TO: Mayor DuPree; Members of City Council
FROM: Sharon Waits, CFO
DATE: July 25, 2016
SUBJECT: Fire Truck Financing

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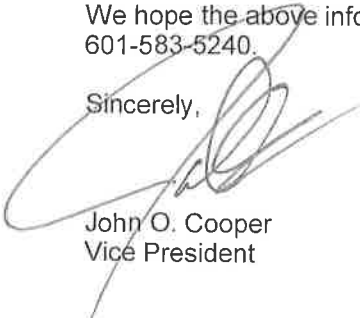
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Sincerely,



John O. Cooper
Vice President

People you trust.
Advice that works.



7/22/2016

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

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13. Net Lease: This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.
14. Financial Statements: Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness
15. Lease Documentation: This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

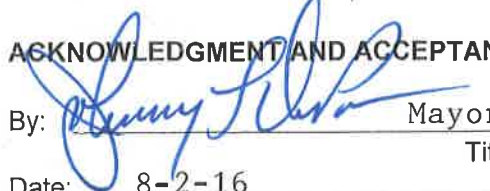
If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to BancorpSouth Equipment Finance. **The proposal is subject to approval by BancorpSouth Equipment Finance's Credit Committee and to mutually acceptable terms, conditions and documentation.**

Acceptance of this proposal expires as the close of business on 8/31/2016. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to Bob Lee at 1-800-222-1610.


Bob Lee
Municipal Finance Manager

ACKNOWLEDGMENT AND ACCEPTANCE

By:  Mayor
Title
Date: 8-2-16



City of Hattiesburg, MS

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

Master

File Number: 2016-2816

File ID: 2016-2816

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 07/21/2016

Brief Title: Planning Commission Re-Appointment - Eric Martin

Final Action: 08/02/2016

Minute Book Number: MB2016-197

Title:

Ratify and confirm the Mayor's re-appointment of Eric Martin (W5) to the Planning Commission for a 5-year term (5/13/2016 to 5/12/2021).

Notes:

Sponsors:

Enactment Date:

Attachments: Eric Martin Data Sheet, Eric Martin appoint agenda item memo

Enactment Number:

Contact:

Meeting Date: 08/02/2016

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	08/02/2016	Ratify and Confirm				Pass
	Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Ratify and confirm the Mayor's re-appointment of Eric Martin (W5) to the Planning Commission for a 5-year term (5/13/2016 to 5/12/2021).						
	There being no discussion, the Motion received the affirmative vote of the Council as follows:						
	Yeas: 4 - Bradley, Carroll, Dryden and Naylor						
	Nays: 0						
	Absent: 1 - Delgado						
		Yea: 4	Council Member Bradley Council Member Carroll Council Member Dryden Council Member Naylor				
		TEL-No Vote: 0					

Text of Legislative File 2016-2816

Title

Ratify and confirm the Mayor's re-appointment of Eric Martin (W5) to the Planning Commission for a 5-year term (5/13/2016 to 5/12/2021).

Summary

Planning Commission Re-Appointment - Eric Martin

Budget Information

Expenditure Type

Purchasing Item

Publication Information

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION Hattiesburg Planning Commission

TERM OF OFFICE: 5 years PERIOD: May 13, 2016 through May 12, 2021

REPLACES: (Re-appointment)

NAME OF PROPOSED APPOINTEE: Eric Martin

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN PARENTHESIS ()

ADDRESS: 22 Troon Circle

HOME PHONE NUMBER: 601-554-3340 WARD 5

PLACE OF EMPLOYMENT: Retired

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO: _____ POSITION _____

PERSON CONTACTED BY Ginger Maddox, Planning Division Manager DATE July 26, 2016

AGREED TO SERVE Yes DECLINED: _____



Department Of Urban Development

Ginger Maddox, CFM
Planning Manager

Memorandum

Date: July 21, 2016

From: Ginger Maddox, CFM, Planning Manager

To: Mayor Johnny Dupree, Ph. D. and City Council

Re: Reappointment of Planning Commissioner – Eric Martin

Attached for your review and consideration are the necessary forms related to the proposed re-appointment of Eric Martin to the Hattiesburg Planning Commission. Mr. Martin (Ward 5) resides at 22 Troon.

Mr. Martin has served on the Hattiesburg Planning Commission since November 20, 2012, and his experience on the Board is much appreciated. His term expired on 5/12/2016, and his reappointment term will be from 5/13/2016 to 5/12/2021.

Mr. Martin has been contacted by Ginger Maddox, Planning Manager, and he has agreed to serve, if re-appointed.

If there are any questions, please feel free to contact the Planning Department.



City of Hattiesburg, MS

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

Master

File Number: 2016-2817

File ID: 2016-2817

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 07/21/2016

Brief Title: Planning Commission Re-Appointment - Dick Conville

Final Action: 08/02/2016

Minute Book Number: MB2016-197

Title:

Ratify and confirm the Mayor's re-appointment of Dick Conville (W3) to the Planning Commission for a 5-year term (5/13/2016 to 5/12/2021).

Notes:

Sponsors:

Enactment Date:

Attachments: Dick Conville appoint agenda item, Dick Conville Data Sheet

Enactment Number:

Contact:

Meeting Date: 08/02/2016

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	08/02/2016	Ratify and Confirm				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Ratify and confirm the Mayor's re-appointment of Dick Conville (W3) to the Planning Commission for a 5-year term (5/13/2016 to 5/12/2021).							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Carroll, Dryden and Naylor							
Nays: 0							
Absent: 1 - Delgado							
Yea: 4 Council Member Bradley Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2016-2817

Title

Ratify and confirm the Mayor's re-appointment of Dick Conville (W3) to the Planning Commission for a 5-year term (5/13/2016 to 5/12/2021).

Summary

Planning Commission Re-Appointment - Dick Conville

Budget Information

Expenditure Type

Purchasing Item

Publication Information



Department Of Urban Development

Ginger Maddox, CFM
Planning Manager

Memorandum

Date: July 21, 2012

From: Ginger Maddox, CFM, Planning Manager

To: Mayor Johnny Dupree, Ph. D. and City Council

Re: Re-appointment of Planning Commissioner – Dick Conville

Attached for your review and consideration are the necessary forms related to the proposed re-appointment of Dick Conville to the Hattiesburg Planning Commission. Mr. Conville (Ward 3) resides at 205 South Hampton.

Mr. Conville has served the City of Hattiesburg for many years and his experience on the Board is much appreciated. His term expired on 5/12/2016, and his re-appointment term will be from 5/13/2016 to 5/12/2021.

Mr. Conville has been contacted by Ginger Maddox, Planning Manager, and he has agreed to serve, if re-appointed.

If there are any questions, please feel free to contact the Planning Department.

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION Hattiesburg Planning Commission

TERM OF OFFICE: 5 years PERIOD: May 13, 2016 through May 12, 2021

REPLACES: (Re-appointment)

NAME OF PROPOSED APPOINTEE: Dick Conville

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN PARENTHESIS ()

ADDRESS: 205 South Hampton

HOME PHONE NUMBER: 601-264-2274 WARD 3

PLACE OF EMPLOYMENT: Retired

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO: _____ POSITION _____

PERSON CONTACTED BY Ginger Maddox, Planning Division Manager DATE July 26, 2016

AGREED TO SERVE Yes DECLINED: _____



City of Hattiesburg, MS

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

Master

File Number: 2016-2844

File ID: 2016-2844

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/02/2016

Brief Title: Rescind Resolution Number 2016-59, approving the sale of Mississippi Development Bank Taxable Special Obligation Bonds in the amount of \$25,000,000.

Final Action: 08/02/2016

Minute Book Number: MB2016-197-198

Title:

Rescind Resolution Number 2016-59, adopted April 28, 2016, approving the sale of Mississippi Development Bank Taxable Special Obligation Bonds, Series 2016, in the amount of \$25,000,000, to Regions Commercial Equipment Finance, LLC, to allow the negotiation of a more favorable financing structure for the Bank Bonds and the Bank's loan to the City.

Notes:

Sponsors:

Enactment Date:

Attachments:

Enactment Number:

Contact:

Meeting Date: 08/02/2016

Drafter: Debbie Bernardo

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	08/02/2016					
1	City Council	08/02/2016	Rescind				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Rescind Resolution Number 2016-59, adopted April 28, 2016, approving the sale of Mississippi Development Bank Taxable Special Obligation Bonds, Series 2016, in the amount of \$25,000,000, to Regions Commercial Equipment Finance, LLC, to allow the negotiation of a more favorable financing structure for the Bank Bonds and the Bank's loan to the City.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Delgado

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

TEL-No Vote: 0

Text of Legislative File 2016-2844

Title

Rescind Resolution Number 2016-59, adopted April 28, 2016, approving the sale of Mississippi Development Bank Taxable Special Obligation Bonds, Series 2016, in the amount of \$25,000,000, to Regions Commercial Equipment Finance, LLC, to allow the negotiation of a more favorable financing structure for the Bank Bonds and the Bank's loan to the City.

Summary

Rescind Resolution Number 2016-59, approving the sale of Mississippi Development Bank Taxable Special Obligation Bonds in the amount of \$25,000,000.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



City of Hattiesburg, MS

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

Master

File Number: 2016-2842

File ID: 2016-2842

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 08/02/2016

Final Action: 08/02/2016

Brief Title: Adopt Resolution terminating efforts toward a Land Application Wastewater Treatment System and authorizing City to move forward with development and construction of a mechanical wastewater treatment plant.

Minute Book Number: MB2016-198

Title:

Adopt Resolution terminating the City's efforts toward a Land Application Wastewater Treatment System (LAS) as its preferred solution for the City's future wastewater treatment needs, suspending all efforts toward implementation of the LAS, and authorizing the City to move forward with the development and construction of a mechanical wastewater treatment plant.

Notes:

Sponsors:

Enactment Date:

Attachments: RES-Terminating LAS 8-2-16, executed
RES-Terminating LAS 8-2-16 RES#2016-116

Enactment Number:

Contact:

Meeting Date: 08/02/2016

Drafter: Debbie Bernardo

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	08/02/2016					
1	City Council	08/02/2016	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt Resolution terminating the City's efforts toward a Land Application Wastewater Treatment System (LAS) as its preferred solution for the City's future wastewater treatment needs, suspending all efforts toward implementation of the LAS, and authorizing the City to move forward with the development and construction of a mechanical wastewater treatment plant.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Delgado

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

TEL-No Vote: 0

Text of Legislative File 2016-2842

Title

Adopt Resolution terminating the City's efforts toward a Land Application Wastewater Treatment System (LAS) as its preferred solution for the City's future wastewater treatment needs, suspending all efforts toward implementation of the LAS, and authorizing the City to move forward with the development and construction of a mechanical wastewater treatment plant.

Summary

Adopt Resolution terminating efforts toward a Land Application Wastewater Treatment System and authorizing City to move forward with development and construction of a mechanical wastewater treatment plant.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION

RESOLUTION OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”), TERMINATING THE CITY’S EFFORTS TOWARD A LAND APPLICATION WASTEWATER TREATMENT SYSTEM (“LAS”) AS ITS PREFERRED SOLUTION FOR THE CITY’S FUTURE WASTEWATER TREATMENT NEEDS, SUSPENDING ALL EFFORTS TOWARD IMPLEMENTATION OF THE LAS, AND AUTHORIZING THE CITY TO MOVE FORWARD WITH THE DEVELOPMENT AND CONSTRUCTION OF A MECHANICAL WASTEWATER TREATMENT PLANT.

WHEREAS, Mississippi House Bill No. 1529 grants the City of Hattiesburg the authority to enter into a contract for collecting, storing, transporting, treating and disposing of wastewater, and/or to enter into an agreement for operating the City’s wastewater systems, and to lease all or part of the City’s wastewater systems; and,

WHEREAS, on January 6, 2016, the City reaffirmed its intent to move forward with the development and construction of the LAS to handle the City’s future wastewater needs (“LAS project”); and,

WHEREAS, the City Council has now determined that although the LAS project remains technically feasible, other obstacles to the LAS project cannot be overcome within the time constraints set forth by the Consent Decree; and,

WHEREAS, these changes in circumstances require that all efforts on the development of the LAS project, including all development, design and land acquisition work by the City’s attorneys, engineers, appraisers, and other contracting parties, be terminated, and that the City move forward with the development and construction of a mechanical treatment system.

NOW, THEREFORE, BE IT RESOLVED THAT THE MAYOR and CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, HEREBY:

- (i) Terminate the implementation of a LAS for the City’s future wastewater treatment needs;
- (ii) Suspend all efforts by the City’s attorneys, engineers, appraisers, and other contracting parties as they relate to the design and construction of the LAS project;
- (iii) Authorize the City, by and through its attorneys, Watkins & Eager, PLLC, to terminate all existing contracts and agreements for land acquisitions and leases relating to the LAS project, including the City’s land lease with the Forrest County School District, and the agreement with Groundworx, LLC for the acquisition of land and permit transfer for the LAS Project.
- (iv) Authorize the City to move forward with the design, development and construction of a mechanical treatment plant for the City’s future wastewater treatment needs; and
- (v) Authorize Watkins & Eager, PLLC to negotiate and seek reasonable amendments to, or relief from, the Consent Decree as may be necessitated by the mechanical treatment plant construction schedule, and to complete or resolve any remaining obligations or tasks with respect to the LAS Project.

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 the City Council, the President of the City Council declared the motion carried and the Resolution adopted, this the 2nd day of August , A.D., 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of August, 2016.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

RESOLUTION

RESOLUTION OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY"), TERMINATING THE CITY'S EFFORTS TOWARD A LAND APPLICATION WASTEWATER TREATMENT SYSTEM ("LAS") AS ITS PREFERRED SOLUTION FOR THE CITY'S FUTURE WASTEWATER TREATMENT NEEDS, SUSPENDING ALL EFFORTS TOWARD IMPLEMENTATION OF THE LAS, AND AUTHORIZING THE CITY TO MOVE FORWARD WITH THE DEVELOPMENT AND CONSTRUCTION OF A MECHANICAL WASTEWATER TREATMENT PLANT.

WHEREAS, Mississippi House Bill No. 1529 grants the City of Hattiesburg the authority to enter into a contract for collecting, storing, transporting, treating and disposing of wastewater, and/or to enter into an agreement for operating the City's wastewater systems, and to lease all or part of the City's wastewater systems; and,

WHEREAS, on January 6, 2016, the City reaffirmed its intent to move forward with the development and construction of the LAS to handle the City's future wastewater needs ("LAS project"); and,

WHEREAS, the City Council has now determined that although the LAS project remains technically feasible, other obstacles to the LAS project cannot be overcome within the time constraints set forth by the Consent Decree; and,

WHEREAS, these changes in circumstances require that all efforts on the development of the LAS project, including all development, design and land acquisition work by the City's attorneys, engineers, appraisers, and other contracting parties, be terminated, and that the City move forward with the development and construction of a mechanical treatment system.

NOW, THEREFORE, BE IT RESOLVED THAT THE MAYOR and CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, HEREBY:

- (i) Terminate the implementation of a LAS for the City's future wastewater treatment needs;
- (ii) Suspend all efforts by the City's attorneys, engineers, appraisers, and other contracting parties as they relate to the design and construction of the LAS project;
- (iii) Authorize the City, by and through its attorneys, Watkins & Eager, PLLC, to terminate all existing contracts and agreements for land acquisitions and leases relating to the LAS project, including the City's land lease with the Forrest County School District, and the agreement with Groundworx, LLC for the acquisition of land and permit transfer for the LAS Project.
- (iv) Authorize the City to move forward with the design, development and construction of a mechanical treatment plant for the City's future wastewater treatment needs; and
- (v) Authorize Watkins & Eager, PLLC to negotiate and seek reasonable amendments to, or relief from, the Consent Decree as may be necessitated by the mechanical treatment plant construction schedule, and to complete or resolve any remaining obligations or tasks with respect to the LAS Project.

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

YEAS: Bradley
Carroll
Dryden
Naylor

NAYS: None

ABSENT: Delgado

The motion having received the affirmative vote of the City Council, the President of the City Council declared the motion carried and the Resolution adopted, this the 2nd day of August, A.D., 2016.

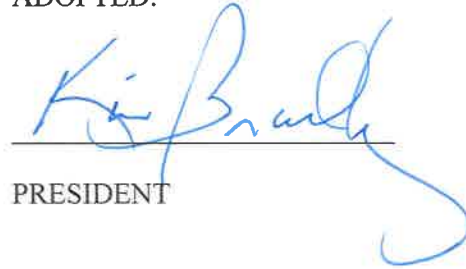
(SEAL)

ATTEST:

A handwritten signature in blue ink, appearing to read "Debra K. Bernard", written over a horizontal line.

CLERK OF COUNCIL

ADOPTED:

A handwritten signature in blue ink, appearing to read "Kip Brady", written over a horizontal line.

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of August, 2016.

ATTEST:

A handwritten signature in blue ink, appearing to read "K. E. B.", written over a horizontal line.

CITY CLERK

APPROVED:

A handwritten signature in blue ink, appearing to read "Jimmy J. Davis", written over a horizontal line.

MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2016-2843

File ID: 2016-2843

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 08/02/2016

Brief Title: Adopt Resolution terminating the City's contract with Carter & Sloope for design of the LAS project.

Final Action: 08/02/2016

Minute Book Number: MB2016-198

Title:

Adopt Resolution terminating the City of Hattiesburg's existing contract with Carter & Sloope consulting engineers for engineering design and related services for the design of the LAS project.

Notes:

Sponsors:

Enactment Date:

Attachments: RES-Terminate Carter Sloope Contract 8-2-16, executed RES-Terminate Carter Sloope Contract 8-2-16 RES#2016-117

Enactment Number:

Contact:

Meeting Date: 08/02/2016

Drafter: Debbie Bernardo

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	08/02/2016					
1	City Council	08/02/2016	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt Resolution terminating the City of Hattiesburg's existing contract with Carter & Sloope consulting engineers for engineering design and related services for the design of the LAS project.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Carroll, Dryden and Naylor							
Nays: 0							
Absent: 1 - Delgado							
Yea: 4 Council Member Bradley Council Member Carroll Council Member Dryden Council Member Naylor							

Text of Legislative File 2016-2843

Title

Adopt Resolution terminating the City of Hattiesburg's existing contract with Carter & Sloope consulting engineers for engineering design and related services for the design of the LAS project.

Summary

Adopt Resolution terminating the City's contract with Carter & Sloope for design of the LAS project.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION

RESOLUTION OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”), TERMINATING ITS EXISTING CONTRACT WITH CARTER & SLOOPE CONSULTING ENGINEERS FOR ENGINEERING DESIGN AND RELATED SERVICES FOR THE DESIGN OF THE LAS PROJECT.

WHEREAS, the City on January 6, 2016, reaffirmed its intent to move forward with the development and construction of the LAS to handle the City’s future wastewater needs (“LAS project”); and,

WHEREAS, the City also on January 6, 2016, entered into a contract for engineering design and related services with Carter & Sloope Consulting Engineers (“Engineering Contract”); and,

WHEREAS, although the LAS project remains technically feasible, other obstacles to the LAS project could not be overcome within the time constraints set forth by the Consent Decree; and,

WHEREAS, these changes in circumstances require that the Engineering Contract be terminated and that the City complete any and all closeout obligations under the terms of the contract.

NOW THEREFORE, BE IT RESOLVED THAT THE MAYOR and/or CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, HEREBY:

Authorize(s) the City, by and through its attorneys, Watkins & Eager, PLLC, to terminate the City’s existing Engineering Contract and the recently approved agreement for Additional Work, and for work to be conducted under the Limited Notice to Proceed with Carter & Sloope Consulting Engineers, as provided for under the terms of the agreements, and to complete any and all closeout obligations required thereunder.

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 the City Council, the President of the City Council declared the motion carried and the Resolution adopted, this the 2nd day of August , A.D., 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of August, 2016.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

RESOLUTION

RESOLUTION OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY"), TERMINATING ITS EXISTING CONTRACT WITH CARTER & SLOOPE CONSULTING ENGINEERS FOR ENGINEERING DESIGN AND RELATED SERVICES FOR THE DESIGN OF THE LAS PROJECT.

WHEREAS, the City on January 6, 2016, reaffirmed its intent to move forward with the development and construction of the LAS to handle the City's future wastewater needs ("LAS project"); and,

WHEREAS, the City also on January 6, 2016, entered into a contract for engineering design and related services with Carter & Sloope Consulting Engineers ("Engineering Contract"); and,

WHEREAS, although the LAS project remains technically feasible, other obstacles to the LAS project could not be overcome within the time constraints set forth by the Consent Decree; and,

WHEREAS, these changes in circumstances require that the Engineering Contract be terminated and that the City complete any and all closeout obligations under the terms of the contract.

NOW THEREFORE, BE IT RESOLVED THAT THE MAYOR and/or CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, HEREBY:

Authorize(s) the City, by and through its attorneys, Watkins & Eager, PLLC, to terminate the City's existing Engineering Contract and the recently approved agreement for Additional Work, and for work to be conducted under the Limited Notice to Proceed with Carter & Sloope Consulting Engineers, as provided for under the terms of the agreements, and to complete any and all closeout obligations required thereunder.

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

YEAS:

Bradley
Carroll
Dryden
Naylor

NAYS:

None

ABSENT:

Delgado

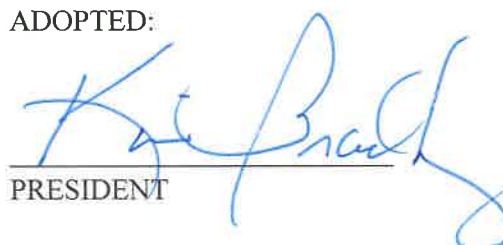
The motion having received the affirmative vote of the City Council, the President of the City Council declared the motion carried and the Resolution adopted, this the 2nd day of August, A.D., 2016.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd 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: 2016-2841

File ID: 2016-2841

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 08/02/2016

Final Action: 08/02/2016

Brief Title: Judgement in the case of Bivens et al Vs. City of Hattiesburg et al; authorizing issuance of manual check.

Minute Book Number: MB2016-198-199

Title:

Acknowledge receipt of judgement, Case No. 2:13-CV- 8 KS-MTP Bivens et al versus City of Hattiesburg et al; authorize issuance of manual check in the amount of \$150,000.00 in accordance with judgement.

Notes:

Sponsors:

Enactment Date:

Attachments:

Enactment Number:

Contact:

Meeting Date: 08/02/2016

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	08/02/2016					
1	City Council	08/02/2016	Acknowledge				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Bradley to Acknowledge receipt of judgement, Case No. 2:13-CV- 8 KS-MTP Bivens et al versus City of Hattiesburg et al; authorize issuance of manual check in the amount of \$150,000.00 in accordance with judgement.

Council President Bradley thanked the Mayor for his efforts in negotiations.

Council member Carroll and the Mayor thanked Attorney Clark Hicks for his work on the case.

Mr. Hicks commended the Mayor and Council and said the City protected its former officers and protected the families of the [men who were wrongfully imprisoned] by compensating them.

Following discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Delgado

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

TEL-No Vote: 0

Text of Legislative File 2016-2841

Title

Acknowledge receipt of judgement, Case No. 2:13-CV- 8 KS-MTP Bivens et al versus City of Hattiesburg et al; authorize issuance of manual check in the amount of \$150,000.00 in accordance with judgement.

Summary

Acknowledging receipt of judgement and authorizing issuance of manual check in accordance with judgement.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



City of Hattiesburg, MS

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

Master

File Number: 2016-2828

File ID: 2016-2828

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/26/2016

Brief Title: 2016-2017 Academy Sports & Outdoors-Youth
Sports Sponsorship Agreement

Final Action:

Minute Book Number: MB2016-199

Title:

Authorize Mayor to execute 2017 Sponsorship Agreement between City of Hattiesburg Parks and Recreation Department and Academy Sports and Outdoors for sponsorship of City of Hattiesburg Youth Sports.

Notes:

Sponsors:

Enactment Date:

Attachments: Academy Sports Contract 2016-2017, executed
Academy Sports Contract 2016-2017

Enactment Number:

Contact:

Meeting Date: 08/02/2016

Drafter: Ann Jones

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/02/2016					

Text of Legislative File 2016-2828

Title

Authorize Mayor to execute 2017 Sponsorship Agreement between City of Hattiesburg Parks and Recreation Department and Academy Sports and Outdoors for sponsorship of City of Hattiesburg Youth Sports.

Summary

Agreement

Budget Information

Expenditure Type

Purchasing Item

Publication Information



This Sponsorship Summary ("Summary"), naming Academy Sports + Outdoors ("Academy") as a Sponsor of the Hattiesburg Department of Parks and Recreation ("Recipient"), is governed by that certain Sponsorship Rider ("Rider") between Academy and Vendor executed on 8/02/2016 ("Effective Date").

The term of this Summary is for the period of time from the Effective Date until 12/31/2017. Academy shall have the right of first refusal to extend this Agreement for optional additional one (1) year periods. Academy must notify Recipient of its intent to renew the Agreement with written notice to Recipient 30 days prior to the end of the term.

Academy will provide the following to Recipient: □

\$750 Cash

- \$300 Gift Cards (6 @ \$25 and 1 @ \$150)
- Ten (10) Football Coaches Packets (\$950 value)
- Ten (10) Basketball Packets (\$350 value)
- Ten (10) Baseball Packets (\$500 value)
- Ten (10) Soccer Packets (\$500 value)
- All Packet items are subject to change based on availability
- Two (2) 3x10 Banners

Academy will receive the following sponsorship benefits from Recipient:

- Included in email blast to participants
- Display ad with link to academy.com on website
- Provide a proof of performance to include pictures and number of participants
- Academy Sports and Outdoors logo prominently placed on the leagues flag football t-shirts, recreation website, league's registration/camp advertising materials outgoing media and banner exposure at all sporting events (Academy to provide flyer pdf)
- Academy Sports and Outdoors banner displayed at all sporting events, logo on all flyers and registration forms.
- Academy Sports and Outdoors to receive recognition on social media platforms and during reward ceremonies at the end of each season.

Invoicing:

- Recipient shall **submit invoice and W9** for payment processing via email to: **promotionsinvoices@academy.com**

This **SPONSORSHIP RIDER (“Rider”)** is entered into on 8/2/2016 (the “Effective Date”) between **Academy, Ltd., d/b/a Academy Sports + Outdoors (“Academy”)**, a Texas limited partnership located at 1800 North Mason Road, Katy, Texas 77449 and Hattiesburg Department of Parks and Recreation (“Recipient”), a Municipality located at 300 North 12th Avenue, Hattiesburg, MS 39401. Academy and Recipient may sometimes be referenced herein individually as “Party” or collectively as the “Parties”. This Rider is made part of the Sponsorship Summary (“Summary”) by and between Academy Ltd. d/b/a Academy Sports + Outdoors (“Academy”) and Recipient dated 8/2/2016. This Rider, agreed to by both parties, modifies the terms and conditions of the Summary. Should any conflict arise between the Summary and this Rider, this Rider shall control and supersede all prior agreements and understandings, with respect to the subject matter hereof. Academy and Recipient agree that the following provisions shall be included as a part of the sponsorship agreement (“Agreement”).

- 1. PRICING AND INVOICING.** Nothing herein shall permit an increase in the price for promotional or sponsorship rights or consideration specified in any Summary unless approved in writing and signed by Academy. All invoices will be paid within 45 days after receipt of a valid and correct invoice. Academy shall have the right at any time to set-off any amount owed by Recipient to Academy under this Rider or any other agreements between the Parties from and against any amount due and owing by Academy to Recipient under this Rider.
- 2. INSURANCE.** Recipient shall, at its own cost and expense, procure and maintain adequate commercial general liability, umbrella, business auto, worker’s compensation, and/or other insurance to cover all claims, lawsuits, judgments, losses, civil penalties, liabilities, damages, costs and expenses, including attorney’s fees and court costs, arising out of or related to this Rider, Statement of Work, or any event or activity sponsored or promoted by Academy under this Rider or any Summary. Any deductible applicable to the insurance shall be paid by Recipient.
- 3. REPRESENTATIONS, WARRANTIES AND GUARANTEES.** Each Party warrants, represents, and guarantees to the other that:
 - a. The party (i) understands all of the terms of this Rider; (ii) has had the opportunity to review this Rider with its counsel; (iii) has the full power and authority to enter and perform this Rider; (iv) has completed all necessary action to duly authorize the execution, delivery and performance of this Rider; and (v) confirms that this Rider has been duly executed and delivered on behalf of Recipient and is the valid and binding obligation of Recipient;
 - b. The Party shall comply with all applicable federal, state, and local laws, statutes, codes, regulations, requirements, decrees, orders, judgments, injunctions, and all other government and/or regulatory directives (collectively, “Laws”) at all times during the Term of this Rider; and
 - c. All services, consideration, or materials provided pursuant to the Rider do not infringe any actual or alleged patent, design, trade name, trademark, copyright, intellectual property right, trade secret, or any other intellectual property right or entitlement of any third party.
- 4. MARKS.** Except for the limited license, if any, granted under this Rider or any Summary for the use of copyrights, service marks, logos, trademarks, word marks, symbols, emblems, designs, patents, or other intellectual property (collectively “Marks”), each Party’s Marks under trademark or copyright law or other property rights shall inure to the benefit of and be the exclusive property of the Party owning such Marks. Except as set forth herein, neither Party may use the other Party’s Marks without prior written consent. Each Party agrees that nothing in this Rider shall give one Party any right, title or interest in the other Party’s Marks and nothing contained herein shall be construed as an assignment or grant from one Party to the other of any right, title or interest in or to the other Party’s Marks.
- 5. INDEMNIFICATION. RECIPIENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS ACADEMY, ITS PARENTS, AFFILIATES, SUBSIDIARIES, OFFICERS, MANAGERS, PARTNERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL ALLEGATIONS, CLAIMS, LAWSUITS, JUDGMENTS, LOSSES, CIVIL PENALTIES, LIABILITIES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES AND COURT COSTS (EACH A “CLAIM”), ARISING OUT OF OR RELATED TO (A) ANY INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY ANY ACT OR OMISSION OF RECIPIENT OR RELATED TO A PROMOTIONAL EVENT UNDER THIS RIDER; (B) ANY NEGLIGENT OR GROSSLY NEGLIGENT ACTION, INACTION, OMISSION OR INTENTIONAL MISCONDUCT OF RECIPIENT IN ITS PERFORMANCE OF THIS**

RIDER; (C) RECIPIENT'S BREACH OF ANY REPRESENTATION, WARRANTY, TERM, COVENANT, OR OTHER OBLIGATION UNDER THIS RIDER, INCLUDING COMPLIANCE WITH ALL LAWS; AND/OR (D) ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS BY ANY PRODUCT OR SERVICE DELIVERED PURSUANT TO THIS RIDER.

6. LIMITATIONS AND WAIVERS

6.1 DAMAGE LIMITATIONS. REGARDLESS OF THE LEGAL OR EQUITABLE BASIS OF ANY CLAIM IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS RIDER, OR ANY OTHER DAMAGES (EXCEPT DIRECT DAMAGES), INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF REVENUES OR PROFITS, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR THE ALLEGED BREACHING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.2 LIMITATION OF LIABILITY. EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS RIDER, REGARDLESS OF THE FORM OF ACTION, SHALL NEVER EXCEED THE TOTAL AMOUNT PAID OR INCURRED BY ACADEMY TO RECIPIENT UNDER THIS RIDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH ACTION, THE LIMITATION OF LIABILITY CONTAINED IN THIS SECTION IS CUMULATIVE WITH ALL OF ACADEMY'S EXPENDITURES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. EACH PARTY HEREBY RELEASES THE OTHER PARTY FROM ALL OBLIGATIONS, LIABILITY, CLAIMS, OR DEMANDS IN EXCESS OF THIS LIMITATION. THE PARTIES ACKNOWLEDGE THAT EACH OF THE RELIED UPON THE INCLUSION OF THIS LIMITATION IN CONSIDERATION FOR ENTERING INTO THIS RIDER. THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO THE INDEMNITY OBLIGATIONS THAT EACH PARTY MAY OWE TO THE OTHER UNDER THIS RIDER.

7. ASSIGNMENT. Either Party may assign this Rider to a present or future parent, subsidiary, or affiliated entity, including a future successor or party acquiring all or part of the Party's business. All other assignments, transfers, or delegations require written consent of both Parties. Any attempted assignment or transfer in contravention of this Section shall be void.

8. ENTIRE AGREEMENT/CHANGES. This Rider constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous agreements, understandings, negotiations, representations or proposals or any kind, whether written, oral or otherwise. Neither Party has relied upon any statements, representations or other communications that are not contained in this Rider. This Rider may not be modified or amended except in writing executed by the duly authorized representatives of each Party to this Rider.

9. RELATIONSHIP OF THE PARTIES. The relationship of Academy and Recipient under this Rider shall be that of independent contractors and nothing herein or in any related document or representation shall be construed to create or imply any relationship of employment, agency, partnership, exclusivity, or any other relationship other than that of independent contractors. Academy and Recipient acknowledge and agree that each is engaged in a separate and independent business and neither shall state, represent, or imply any interest in or control over the business of the other.

10. CONFIDENTIALITY. Recipient shall not disclose the terms of this Rider including assets and compensation and other Academy proprietary business information. During and after the term of this Rider, Recipient shall keep these matters secret, and use its best efforts to ensure confidential information is not disclosed to anyone.

11. CHOICE OF LAW AND FORUM. THE LAWS OF THE STATE OF TEXAS GOVERN THIS RIDER AND ANY DISPUTES RELATED TO THIS RIDER WITHOUT REFERENCE TO PRINCIPLES OF CHOICE OR CONFLICTS OF LAW. EXCEPT WHERE INJUNCTIVE OR OTHER EQUITABLE RELIEF IS SOUGHT, THE PARTIES AGREE

THAT, AS A CONDITION PRECEDENT TO ANY ACTION REGARDING DISPUTES ARISING UNDER THIS RIDER, SUCH DISPUTES SHALL FIRST BE SUBMITTED TO MEDIATION BEFORE A PROFESSIONAL MEDIATOR SELECTED BY THE PARTIES, AT A MUTUALLY AGREED TIME AND PLACE, AND WITH THE MEDIATOR'S FEES SPLIT EQUALLY BETWEEN THE PARTIES. IF MEDIATION IS UNSUCCESSFUL, THE PARTIES AGREE TO SUBMIT ALL DISPUTES TO THE EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS IN HARRIS COUNTY, TEXAS.

IN WITNESS WHEREOF, the Parties hereto have executed this Rider as of the latest date written below.

ACADEMY

ACADEMY, LTD., d/b/a
ACADEMY SPORTS + OUTDOORS

By: ACADEMY MANAGING CO., L.L.C.
It's General Partner

By: _____

Printed Name: _____

Title: _____

Date: _____

RECIPIENT

Hattiesburg Department of Parks and Recreation

By: _____

Printed Name: _____

Title: _____

Date: _____



This Sponsorship Summary ("Summary"), naming Academy Sports + Outdoors ("Academy") as a Sponsor of the Hattiesburg Department of Parks and Recreation ("Recipient"), is governed by that certain Sponsorship Rider ("Rider") between Academy and Vendor executed on 8/02/2016 ("Effective Date").

The term of this Summary is for the period of time from the Effective Date until 12/31/2017. Academy shall have the right of first refusal to extend this Agreement for optional additional one (1) year periods. Academy must notify Recipient of its intent to renew the Agreement with written notice to Recipient 30 days prior to the end of the term.

Academy will provide the following to Recipient: □

\$750 Cash

- \$300 Gift Cards (6 @ \$25 and 1 @ \$150)
- Ten (10) Football Coaches Packets (\$950 value)
- Ten (10) Basketball Packets (\$350 value)
- Ten (10) Baseball Packets (\$500 value)
- Ten (10) Soccer Packets (\$500 value)
- All Packet items are subject to change based on availability
- Two (2) 3x10 Banners

Academy will receive the following sponsorship benefits from Recipient:

- Included in email blast to participants
- Display ad with link to academy.com on website
- Provide a proof of performance to include pictures and number of participants
- Academy Sports and Outdoors logo prominently placed on the leagues flag football t-shirts, recreation website, league's registration/camp advertising materials outgoing media and banner exposure at all sporting events (Academy to provide flyer pdf)
- Academy Sports and Outdoors banner displayed at all sporting events, logo on all flyers and registration forms.
- Academy Sports and Outdoors to receive recognition on social media platforms and during reward ceremonies at the end of each season.

Invoicing:

- Recipient shall **submit invoice and W9** for payment processing via email to: **promotionsinvoices@academy.com**

This **SPONSORSHIP RIDER** (“Rider”) is entered into on 8/2/2016 (the “Effective Date”) between **Academy, Ltd., d/b/a Academy Sports + Outdoors** (“Academy”), a Texas limited partnership located at 1800 North Mason Road, Katy, Texas 77449 and **Hattiesburg Department of Parks and Recreation** (“Recipient”), a Municipality located at 300 North 12th Avenue, Hattiesburg, MS 39401. Academy and Recipient may sometimes be referenced herein individually as “Party” or collectively as the “Parties”. This Rider is made part of the Sponsorship Summary (“Summary”) by and between Academy Ltd. d/b/a Academy Sports + Outdoors (“Academy”) and Recipient dated 8/2/2016. This Rider, agreed to by both parties, modifies the terms and conditions of the Summary. Should any conflict arise between the Summary and this Rider, this Rider shall control and supersede all prior agreements and understandings, with respect to the subject matter hereof. Academy and Recipient agree that the following provisions shall be included as a part of the sponsorship agreement (Agreement”).

- 1. PRICING AND INVOICING.** Nothing herein shall permit an increase in the price for promotional or sponsorship rights or consideration specified in any Summary unless approved in writing and signed by Academy. All invoices will be paid within 45 days after receipt of a valid and correct invoice. Academy shall have the right at any time to set-off any amount owed by Recipient to Academy under this Rider or any other agreements between the Parties from and against any amount due and owing by Academy to Recipient under this Rider.
- 2. INSURANCE.** Recipient shall, at its own cost and expense, procure and maintain adequate commercial general liability, umbrella, business auto, worker’s compensation, and/or other insurance to cover all claims, lawsuits, judgments, losses, civil penalties, liabilities, damages, costs and expenses, including attorney’s fees and court costs, arising out of or related to this Rider, Statement of Work, or any event or activity sponsored or promoted by Academy under this Rider or any Summary. Any deductible applicable to the insurance shall be paid by Recipient.
- 3. REPRESENTATIONS, WARRANTIES AND GUARANTEES.** Each Party warrants, represents, and guarantees to the other that:
 - a. The party (i) understands all of the terms of this Rider; (ii) has had the opportunity to review this Rider with its counsel; (iii) has the full power and authority to enter and perform this Rider; (iv) has completed all necessary action to duly authorize the execution, delivery and performance of this Rider; and (v) confirms that this Rider has been duly executed and delivered on behalf of Recipient and is the valid and binding obligation of Recipient;
 - b. The Party shall comply with all applicable federal, state, and local laws, statutes, codes, regulations, requirements, decrees, orders, judgments, injunctions, and all other government and/or regulatory directives (collectively, “Laws”) at all times during the Term of this Rider; and
 - c. All services, consideration, or materials provided pursuant to the Rider do not infringe any actual or alleged patent, design, trade name, trademark, copyright, intellectual property right, trade secret, or any other intellectual property right or entitlement of any third party.
- 4. MARKS.** Except for the limited license, if any, granted under this Rider or any Summary for the use of copyrights, service marks, logos, trademarks, word marks, symbols, emblems, designs, patents, or other intellectual property (collectively “Marks”), each Party’s Marks under trademark or copyright law or other property rights shall inure to the benefit of and be the exclusive property of the Party owning such Marks. Except as set forth herein, neither Party may use the other Party’s Marks without prior written consent. Each Party agrees that nothing in this Rider shall give one Party any right, title or interest in the other Party’s Marks and nothing contained herein shall be construed as an assignment or grant from one Party to the other of any right, title or interest in or to the other Party’s Marks.
- 5. INDEMNIFICATION.** RECIPIENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS ACADEMY, ITS PARENTS, AFFILIATES, SUBSIDIARIES, OFFICERS, MANAGERS, PARTNERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL ALLEGATIONS, CLAIMS, LAWSUITS, JUDGMENTS, LOSSES, CIVIL PENALTIES, LIABILITIES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES AND COURT COSTS (EACH A “CLAIM”), ARISING OUT OF OR RELATED TO (A) ANY INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY ANY ACT OR OMISSION OF RECIPIENT OR RELATED TO A PROMOTIONAL EVENT UNDER THIS RIDER; (B) ANY NEGLIGENT OR GROSSLY NEGLIGENT ACTION, INACTION, OMISSION OR INTENTIONAL MISCONDUCT OF RECIPIENT IN ITS PERFORMANCE OF THIS

RIDER; (C) RECIPIENT'S BREACH OF ANY REPRESENTATION, WARRANTY, TERM, COVENANT, OR OTHER OBLIGATION UNDER THIS RIDER, INCLUDING COMPLIANCE WITH ALL LAWS; AND/OR (D) ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS BY ANY PRODUCT OR SERVICE DELIVERED PURSUANT TO THIS RIDER.

6. LIMITATIONS AND WAIVERS

6.1 DAMAGE LIMITATIONS. REGARDLESS OF THE LEGAL OR EQUITABLE BASIS OF ANY CLAIM IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS RIDER, OR ANY OTHER DAMAGES (EXCEPT DIRECT DAMAGES), INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF REVENUES OR PROFITS, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR THE ALLEGED BREACHING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.2 LIMITATION OF LIABILITY. EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS RIDER, REGARDLESS OF THE FORM OF ACTION, SHALL NEVER EXCEED THE TOTAL AMOUNT PAID OR INCURRED BY ACADEMY TO RECIPIENT UNDER THIS RIDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH ACTION, THE LIMITATION OF LIABILITY CONTAINED IN THIS SECTION IS CUMULATIVE WITH ALL OF ACADEMY'S EXPENDITURES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. EACH PARTY HEREBY RELEASES THE OTHER PARTY FROM ALL OBLIGATIONS, LIABILITY, CLAIMS, OR DEMANDS IN EXCESS OF THIS LIMITATION. THE PARTIES ACKNOWLEDGE THAT EACH OF THE RELIED UPON THE INCLUSION OF THIS LIMITATION IN CONSIDERATION FOR ENTERING INTO THIS RIDER. THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO THE INDEMNITY OBLIGATIONS THAT EACH PARTY MAY OWE TO THE OTHER UNDER THIS RIDER.

7. ASSIGNMENT. Either Party may assign this Rider to a present or future parent, subsidiary, or affiliated entity, including a future successor or party acquiring all or part of the Party's business. All other assignments, transfers, or delegations require written consent of both Parties. Any attempted assignment or transfer in contravention of this Section shall be void.

8. ENTIRE AGREEMENT/CHANGES. This Rider constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous agreements, understandings, negotiations, representations or proposals or any kind, whether written, oral or otherwise. Neither Party has relied upon any statements, representations or other communications that are not contained in this Rider. This Rider may not be modified or amended except in writing executed by the duly authorized representatives of each Party to this Rider.

9. RELATIONSHIP OF THE PARTIES. The relationship of Academy and Recipient under this Rider shall be that of independent contractors and nothing herein or in any related document or representation shall be construed to create or imply any relationship of employment, agency, partnership, exclusivity, or any other relationship other than that of independent contractors. Academy and Recipient acknowledge and agree that each is engaged in a separate and independent business and neither shall state, represent, or imply any interest in or control over the business of the other.

10. CONFIDENTIALITY. Recipient shall not disclose the terms of this Rider including assets and compensation and other Academy proprietary business information. During and after the term of this Rider, Recipient shall keep these matters secret, and use its best efforts to ensure confidential information is not disclosed to anyone.

11. CHOICE OF LAW AND FORUM. THE LAWS OF THE STATE OF TEXAS GOVERN THIS RIDER AND ANY DISPUTES RELATED TO THIS RIDER WITHOUT REFERENCE TO PRINCIPLES OF CHOICE OR CONFLICTS OF LAW. EXCEPT WHERE INJUNCTIVE OR OTHER EQUITABLE RELIEF IS SOUGHT, THE PARTIES AGREE

THAT, AS A CONDITION PRECEDENT TO ANY ACTION REGARDING DISPUTES ARISING UNDER THIS RIDER, SUCH DISPUTES SHALL FIRST BE SUBMITTED TO MEDIATION BEFORE A PROFESSIONAL MEDIATOR SELECTED BY THE PARTIES, AT A MUTUALLY AGREED TIME AND PLACE, AND WITH THE MEDIATOR'S FEES SPLIT EQUALLY BETWEEN THE PARTIES. IF MEDIATION IS UNSUCCESSFUL, THE PARTIES AGREE TO SUBMIT ALL DISPUTES TO THE EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS IN HARRIS COUNTY, TEXAS.

IN WITNESS WHEREOF, the Parties hereto have executed this Rider as of the latest date written below.

ACADEMY

ACADEMY, LTD., d/b/a
ACADEMY SPORTS + OUTDOORS

By: ACADEMY MANAGING CO., L.L.C.
It's General Partner

By: _____

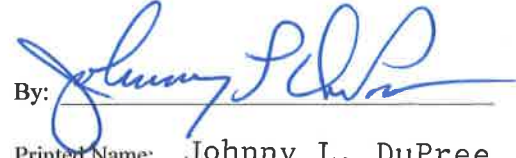
Printed Name: _____

Title: _____

Date: _____

RECIPIENT

Hattiesburg Department of Parks and Recreation

By:  _____

Printed Name: Johnny L. DuFree

Title: Mayor

Date: 8-2-16



City of Hattiesburg, MS

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

Master

File Number: 2016-2808

File ID: 2016-2808

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/13/2016

Brief Title: FY 2017 DUI grant

Final Action:

Minute Book Number: MB2016-199

Title:

Authorize submission of documentation for the MS Dept of Public Safety Office of Highway Safety FY2017 154 Alcohol Grant Agreement in the amount of \$68,257.00.

Notes: Must be signed and submitted to MSDPS by August 10, 2017

Sponsors:

Enactment Date:

Attachments: MSDPS OHS FY2017 154 Alcohol grant, executed
MSDPS OHS FY2017 154 Alcohol grant

Enactment Number:

Contact:

Meeting Date: 08/02/2016

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	08/02/2016					

Text of Legislative File 2016-2808

Title

Authorize submission of documentation for the MS Dept of Public Safety Office of Highway Safety FY2017 154 Alcohol Grant Agreement in the amount of \$68,257.00.

Summary

Highway Safety FY2017 DUI 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 \$68,257.00 for the 154 Alcohol. 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: 154AL-2017-ST-21-51 4. Grant Identifier (Funding Source & Year): 154 Alcohol FY17 5. Beginning and Ending Dates: October 1, 2016 – September 30, 2017 6. Subgrant Payment Method: ☒ Cost Reimbursement Method	
7. CFDA # - AL – 20.607		8. DUNS # - 079448130	
10. FAIN #: 18X9205464MS17		11.A: Initial Federal Award Date: 3/4/2016 11.B: Secondary Federal Award Date:	
12. Research and Development Grant: ☐ Yes ☒ No			
13. The following funds are obligated:			
A. COST CATEGORY		B. SOURCE OF FUNDS	
(1) Personal Services-Salary	\$67,531.00	(1) Federal	\$68,257.00
(2) Personal Services-Fringe		(2) State	
(3) Contractual Services		(3) Local	
(4) Travel	\$726.00	(4) Other	
(5) Equipment		Total:	\$68,257.00
(6) Commodities		E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:	
(7) Indirect Costs		Number of Grants: 2	402 Police Traffic Services
TOTAL	\$68,257.00	TOTAL:	\$20,857.00
			\$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 DUI 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 bases 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 alcohol impaired crashes from 62 in 2014 to 60 by the end of 2017.

The jurisdiction/agency of Hattiesburg Police Department will maintain the number of alcohol impaired fatalities from 1 in 2014 to 1 by the end of 2017.

The jurisdiction/agency of Hattiesburg Police Department will reduce the number of alcohol impaired injuries from 21 in 2014 to 20 by the end of 2017.

Performance Measures:

Increase the number of grant funded DUI arrest by 3% from 343 in FY15 to 353 in FY17.

Strategies:

Overtime Enforcement

10 Checkpoints

4 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 DUI enforcement:

Drive Sober or Get Pulled Over – Christmas/ New Year's

Drive Sober or Get Pulled Over – Labor Day

Participate in the State blitz campaigns with enhanced DUI enforcement:

Thanksgiving

Super Bowl

Memorial Day

4th of July

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)

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 1 saturation patrols during quarter.

Issue a minimum of (71) DUI Arrest during quarter, to reach 20% goal of (353) 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 Drive Sober or Get Pulled Over State Thanksgiving and national Christmas/New Year's blitz campaign with enhanced DUI enforcement and earned media with at least two (2) newspaper, television or radio presentations.

Projected Expenditures for 1st Quarter: \$18,632.74

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 1 saturation patrols during quarter.

Issue a minimum of (106) DUI Arrest during quarter, to reach 30% goal of (353) 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 Drive Sober or Get Pulled Over national New Year's and the State Super Bowl blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television or radio presentations.

Projected Expenditures for 2nd Quarter: \$18,632.74

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 2 checkpoints during quarter.

Conduct not less than 1 saturation patrols during quarter.

Issue a minimum of (71) DUI Arrest during quarter, to reach 20% goal of (353) 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 Memorial Day blitz campaign with enhanced DUI enforcement.

Projected Expenditures for 3rd Quarter: \$12,358.78

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 3 checkpoints during quarter.

Conduct not less than 1 saturation patrols during quarter.

Issue a minimum of (105) DUI Arrest during quarter, to reach 30% goal of (353) 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 Drive Sober or Get Pulled Over State 4th of July and national Labor Day blitz campaign with enhanced DUI enforcement and earned media with at least two (2) newspaper, television or radio presentations.

Submit all close out documentation by closeout deadline.

Projected Expenditures for 4th Quarter: \$18,632.74

FY17 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Hattiesburg/Hattiesburg Police Department					
2. Subgrant Number: 154AL-2017-ST-21-51		3. Grant ID: 154 Alcohol FY17		4. Beginning: October 1, 2016	
5. Ending: September 30, 2017					
6. Activity: 154 Alcohol					
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	Full-time Officer @ (\$15.64) x (2080 hours) = \$32,531.20 Officers over-time or regular time above and beyond normal work hours @ approx. (\$26.69) X approx. (1311.35 hours) = \$34,999.93 Total Salaries = \$67,531.13 Not to exceed \$67,531.00	\$67,531.00		\$67,531.00
	Travel	<u>STARS</u> Room rate \$100.00 X 4 nights = \$400.00 Room taxes \$400.00 X 20% = \$80.00 Meals \$41.00 X 5 = \$205.00 20% gratuity \$205.00 X .20 = \$41.00 \$400.00 + \$80.00 + \$205.00 + \$41.00 = \$726.00 Total Travel = \$726.00	\$726.00		\$726.00

TOTALS	\$68,257.00		\$68,257.00
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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(payload 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 –
 - Taking appropriate personnel action against such an employee, up to and including termination.
 - 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-LLL, "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)



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 \$68,257.00 for the 154 Alcohol. **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

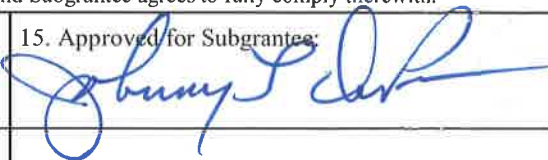
FY17 MOHS GRANT AGREEMENT

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: 154AL-2017-ST-21-51 4. Grant Identifier (Funding Source & Year): 154 Alcohol FY17 5. Beginning and Ending Dates: October 1, 2016 – September 30, 2017 6. Subgrant Payment Method: <u> X </u> Cost Reimbursement Method	
7. CFDA # - AL – 20.607		8. DUNS # - 079448130	
10. FAIN #: 18X9205464MS17		11.A: Initial Federal Award Date: 3/4/2016	
		11.B: Secondary Federal Award Date:	
12. Research and Development Grant: ____ Yes <u> X </u> No			
13. The following funds are obligated:			
A. COST CATEGORY		B. SOURCE OF FUNDS	
(1) Personal Services-Salary	\$67,531.00	(1) Federal	\$68,257.00
(2) Personal Services-Fringe		(2) State	
(3) Contractual Services		(3) Local	
(4) Travel	\$726.00	(4) Other	
(5) Equipment		Total:	\$68,257.00
(6) Commodities		E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:	
(7) Indirect Costs		Number of Grants: 2	402 Police Traffic Services
TOTAL	\$68,257.00	TOTAL:	\$20,857.00
			\$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 DUI 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 alcohol impaired crashes from 62 in 2014 to 60 by the end of 2017.

The jurisdiction/agency of Hattiesburg Police Department will maintain the number of alcohol impaired fatalities from 1 in 2014 to 1 by the end of 2017.

The jurisdiction/agency of Hattiesburg Police Department will reduce the number of alcohol impaired injuries from 21 in 2014 to 20 by the end of 2017.

Performance Measures:

Increase the number of grant funded DUI arrest by 3% from 343 in FY15 to 353 in FY17.

Strategies:

Overtime Enforcement

10 Checkpoints

4 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 DUI enforcement:

Drive Sober or Get Pulled Over – **Christmas/ New Year's**

Drive Sober or Get Pulled Over – Labor Day

Participate in the State blitz campaigns with enhanced DUI enforcement:

Thanksgiving

Super Bowl

Memorial Day

4th of July

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)

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 1 saturation patrols during quarter.

Issue a minimum of (71) DUI Arrest during quarter, to reach 20% goal of (353) 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 Drive Sober or Get Pulled Over State Thanksgiving and national Christmas/New Year's blitz campaign with enhanced DUI enforcement and earned media with at least two (2) newspaper, television or radio presentations.

Projected Expenditures for 1st Quarter: \$18,632.74

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 1 saturation patrols during quarter.

Issue a minimum of (106) DUI Arrest during quarter, to reach 30% goal of (353) 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 Drive Sober or Get Pulled Over national New Year's and the State Super Bowl blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television or radio presentations.

Projected Expenditures for 2nd Quarter: \$18,632.74

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 2 checkpoints during quarter.

Conduct not less than 1 saturation patrols during quarter.

Issue a minimum of (71) DUI Arrest during quarter, to reach 20% goal of (353) 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 Memorial Day blitz campaign with enhanced DUI enforcement.

Projected Expenditures for 3rd Quarter: \$12,358.78

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 3 checkpoints during quarter.

Conduct not less than 1 saturation patrols during quarter.

Issue a minimum of (105) DUI Arrest during quarter, to reach 30% goal of (353) 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 Drive Sober or Get Pulled Over State 4th of July and national Labor Day blitz campaign with enhanced DUI enforcement and earned media with at least two (2) newspaper, television or radio presentations.

Submit all close out documentation by closeout deadline.

Projected Expenditures for 4th Quarter: \$18,632.74

FY17 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Hattiesburg/Hattiesburg Police Department					
2. Subgrant Number: 154AL-2017-ST-21-51		3. Grant ID: 154 Alcohol FY17	4. Beginning: October 1, 2016	5. Ending: September 30, 2017	
6. Activity: 154 Alcohol					
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	Full-time Officer @ (\$15.64) x (2080 hours) = \$32,531.20 Officers over-time or regular time above and beyond normal work hours @ approx. (\$26.69) X approx. (1311.35 hours) = \$34,999.93 Total Salaries = \$67,531.13 Not to exceed \$67,531.00			\$67,531.00
Travel	<u>STARS</u> Room rate \$100.00 X 4 nights = \$400.00 Room taxes \$400.00 X 20% = \$80.00 Meals \$41.00 X 5 = \$205.00 20% gratuity \$205.00 X .20 = \$41.00 \$400.00 + \$80.00 + \$205.00 + \$41.00 = \$726.00 Total Travel = \$726.00	\$726.00			\$726.00
TOTALS		\$68,257.00			\$68,257.00

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 –
 - Taking appropriate personnel action against such an employee, up to and including termination.
 - 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-LLL, "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;

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- ☐ 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)



City of Hattiesburg, MS

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

Master

File Number: 2016-2819

File ID: 2016-2819

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/22/2016

Brief Title: Municipal Court Performance Audit

Final Action:

Minute Book Number: MB2016-199

Title:

Acknowledge receipt and execution of engagement letter with Mr. M. Gregory King of Haddox Reid Eubanks Betts PLLC for an engagement related to the Municipal Court as authorized at MB 2016-157.

Notes:

Sponsors:

Enactment Date:

Attachments: Municipal Court Engagement Letter

Enactment Number:

Contact:

Meeting Date: 08/02/2016

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/02/2016					

Text of Legislative File 2016-2819

Title

Acknowledge receipt and execution of engagement letter with Mr. M. Gregory King of Haddox Reid Eubanks Betts PLLC for an engagement related to the Municipal Court as authorized at MB 2016-157.

Summary

Municipal Court Performance audit

Budget Information

001095.6049

Expenditure Type

Regular Budget

July 20, 2016

Mayor and Members of the City Council
City of Hattiesburg, Mississippi
P. O. Box 1898
Hattiesburg, MS 39403-1898

We appreciate the opportunity to assist the City of Hattiesburg, Mississippi (the City) in the process of developing accounting control and reporting procedures to provide for an effective accounting system for the City's Municipal Court financial operations. This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

We will evaluate the current accounting system to identify and document any areas that are not providing accurate and timely information necessary for the City's accounting system to produce accurate accounting records in a timely manner. We will provide specific recommendations to correct all deficiencies identified, assist in the implementation of the recommendations that are approved by management and to provide follow up monitoring of the newly implemented procedures. Our recommendations will include accounting control procedures to be implemented and will address daily and monthly reporting requirements. Our procedures will include the following procedures:

- Meet with the City's management and current independent auditors to review accounting deficiencies that have been identified with the system to include review and discussion of prior year audit findings
- Interview personnel with duties and responsibilities in the Municipal Court system to determine current procedures for recording and balancing daily transactions, retention policies for source documents and reporting daily and monthly activity to the City's accounting department—procedures may include requesting personnel to provide details of procedures in writing
- Review available documentation detailing the accounting processes being performed by Court personnel
- Review reports generated by the current Municipal Court software and discuss reporting capability with the City's IT Department

We will document the results of these procedures in a formal report. You agree that this report will be used solely for the internal use of management and, accordingly, will not be distributed to outside parties for any purpose. The report will contain the following items:

- Detail summary listing of processes and procedures deemed to be problematic grouped by the following categories:

Personnel issues

Accounting system including computer software

Accounting procedures and documentation to include the flow of data from the Municipal Court to the City's accounting department

- Recommendations to address the areas of weakness identified
- Documentation of recommended procedures (reports and spreadsheets) to properly account for all transactions on a daily and monthly basis

We will provide examples of the procedures to be completed on a daily and monthly basis and will work with personnel in the Municipal Court to instruct them in gaining an understanding of the purpose and performance of these procedures. We will monitor their performance for a period of two months to insure the system is operating in an accurate and efficient manner.

In performing our engagement, we will be relying on the accuracy and reliability of information provided by City personnel. We will not audit, examine, or review the information. Please also note that our engagement cannot be relied on to disclose errors, fraud, or other illegal acts that may exist. However, if we discover any of these items we will promptly notify management of the matter.

In the performance of this engagement we will not prepare any historical financial statements or prospective financial statements. In addition, we will not attempt to reproduce or calculate historical balances. At the conclusion of the engagement, we will request that a member of the City's management sign a representation letter on the accuracy and reliability of the financial information used in the engagement.

M. Gregory King will be the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Mayor and Members of the City Council
City of Hattiesburg, Mississippi
Page Three

Our fee for the services detailed in the letter is based on the Firm's standard hourly rates for personnel assigned to the engagement and will include all out-of-pocket costs such as typing, postage, travel, etc. Our billings will be rendered at the end of each month and are payable upon receipt. We estimate that our fees for this engagement, including expenses, will be approximately \$10,500. This fee is based on a minimum of 40 hours of professional time (all at the partner level) to be devoted to the engagement. The fee estimate is based on anticipated cooperation from City personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and estimated fee. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We appreciate the opportunity to be of service to the City of Hattiesburg, Mississippi and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign a copy and return it to us.

Sincerely,

HADDOX REID EUBANK BETTS PLLC



M. Gregory King
Member

RESPONSE:

This letter correctly sets forth the understanding of City of Hattiesburg, Mississippi.

Official's Signature: _____

Title: _____

Date: _____

7/21/16



City of Hattiesburg, MS

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

Master

File Number: 2016-2823

File ID: 2016-2823

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/25/2016

Brief Title: Unadvertised Bid Docket Acknowledgement

Final Action:

Minute Book Number: MB2016-199

Title:

Acknowledge receipt of the unadvertised bid purchase docket for the period of June 27, 2016 through July 26, 2016, as provided for in Section 37-1-13(b) of the Mississippi Code 1972.

Notes:

Sponsors:

Enactment Date:

Attachments: UAB Memo Aug 2, 2016, UAB Docket Aug 2, 2016

Enactment Number:

Contact:

Meeting Date: 08/02/2016

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/02/2016					

Text of Legislative File 2016-2823

Title

Acknowledge receipt of the unadvertised bid purchase docket for the period of June 27, 2016 through July 26, 2016, as provided for in Section 37-1-13(b) of the Mississippi Code 1972.

Summary

Unadvertised bids.

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 Council

FROM: Janet Beech, Purchasing Manager

DATE: August 2, 2016

SUBJECT: Unadvertised Bid Docket Acknowledgement

Attached is the unadvertised bid docket for June 27, 2016 through July 26, 2016. A minimum of two (2) bids have been obtained for each purchase as required by Section 31-7-13 (B) of the Mississippi Code.

This UAB docket is submitted for your review, approval, and acknowledgement on the minutes of the City of Hattiesburg Council Meeting Agenda.

If there are any questions regarding this UAB docket, please feel free to contact me.

Janet Beech, CMPA
Purchasing Manager
601-545-4510

CITY OF HATTIESBURG UNADVERTISED BID PURCHASES
JUNE 28, 2016 - JULY 26, 2016Page
Date

- -

1
7/25/16SUCCESSFUL BID/
OTHER BIDITEM
DESCRIPTIONPURCHASE
ORDERBID
AMOUNTBID
AWARDEDBID
RECEIVED

GILLILANDS ELECTRONICS SUPPLY CO

162414 FIRE ALARM INSTALLATION

ROPER SUPPLY CO LLC

162699 EQUIPMENT FOR NEW POLICE CARS

CROSSROADS DECORATIVE PAVEMENT

162783 CROSSWALK STAMPING PROJECT

ADAPCO INC

162879 CHEMICALS FOR MOSQUITO SPRAYING

INDUSTRIAL CHEMICALS INC

162913 LIME & FLUORIDE

MCMULLAN EQUIPMENT CO

162921 2016 JEEP PATRIOT SPORT FOR MASS TRANSIT DE

KIMS NO BULL TOYOTA

162922 JEEP FOR MASS TRANSIT DEPT

ALLBRITTON CHAIN SAW & LAWN EQUIP INC

162974 GROUNDS MAINTENANCE-CITY WIDE USE--WEEDEATER

ALLIANCE BUS GROUP INC

163004 PASSENGER BUS FOR DOWNTOWN USE

BILL TO: CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page
Date

PO No. 162414

Req No. 2351

VENDOR MAILING: GILLILANDS ELECTRONICS SUPPLY CO
PO BOX 2052
HATTIESBURG MS 39403-2052

UNDERWOOD, VERLINA
MINUTE BOOK # PENDING
VENDOR # 00001489

SHIP TO :
CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PROCESSING CODE:

SEND METHOD 0 ()

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001092.7150.42	INSTALL FIRE ALARM INSTALL MANUAL FIRE ALARM SYSTEM FOR THE FEDERAL COURTHOUSE BUILDING THAT'S CURRENTLY UNDER RENOVATION. THE FIRE DETECTION SYSTEM SHALL BE IN ACCORDANCE WITH SECTION 72 OF NFPA, THE 2012 IBC AND 2012 NATIONAL FIRE CODE. THE SYSTEM SHALL BE COMPATIBLE WITH THE PROPOSED FIRE ALARM SYSTEM FOR THE ELEVATOR. ALL DEVICES SHALL BE CEILING MOUNTED IN ORDER TO MINIMIZE DAMAGE TO THE STRUCTURE OF THE HISTORIC BUILDING. CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR THE FIRE MARSHALL REVIEW TO ENSURE COMPLIANCE WITH FIRE CODE.	1.00	EA	12,000.0000	12,000.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 12,000.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERMAS EATON
CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 6/13/16
Order Number 2351 00

GILLILANDS ELECTRONICS SU
PO BOX 2052
HATTIESBURG MS 39403-2052

Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

162414

PRINTED NAME Shared B Gilliland

Phone Number . . . 601 5454512

SIGNATURE Shared B Gilliland DATE 6/13/16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: FIRE ALARM INSTALLATION

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date

INSTALL FIRE ALARM 02/25/16 1.00 EA

INSTALL MANUAL FIRE ALARM SYSTEM FOR THE FEDERAL COURTHOUSE
BUILDING THAT'S CURRENTLY UNDER RENOVATION.
THE FIRE DETECTION SYSTEM SHALL BE IN ACCORDANCE WITH
SECTION 72 OF NFPA. THE 2012 IBC AND 2012 NATIONAL FIRE CODE.
THE SYSTEM SHALL BE COMPATIBLE WITH THE PROPOSED FIRE
ALARM SYSTEM FOR THE ELEVATOR.
ALL DEVICES SHALL BE CEILING MOUNTED IN ORDER TO MINIMIZE
DAMAGE TO THE STRUCTURE OF THE HISTORIC BUILDING.
CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR THE FIRE MARSHALL
REVIEW TO ENSURE COMPLIANCE WITH FIRE CODE.

TOTAL BID PRICE \$12,000.00

45

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. : : : 1
Date : : : 5/03/16
Order Number : : : 2351 OQ

B & E COMMUNICATIONS INC
PO BOX 7656
JACKSON MS 39284-7656

Mail To. : : : CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME

Thomas R. Baylow
Thomas R. Baylow

Phone Number . . 601 5454512

SIGNATURE *Thomas R. Baylow* DATE *5/5/2016*

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: FIRE ALARM INSTALLATION

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
INSTALL FIRE ALARM SYSTEM FOR THE FEDERAL COURTHOUSE INSTALL MANUAL FIRE ALARM SYSTEM UNDER RENOVATION BUILDING THAT IS CURRENTLY UNDER RENOVATION THE FIRE DETECTION SYSTEM SHALL BE IN ACCORDANCE WITH SECTION 72 OF NFPA, THE 2012 IBC AND 2012 NATIONAL FIRE CODE. THE SYSTEM SHALL BE COMPATIBLE WITH THE PROPOSED FIRE ALARM SYSTEM FOR THE ELEVATOR ALL DEVICES SHALL BE CEILING MOUNTED IN ORDER TO MINIMIZE DAMAGE TO THE STRUCTURE OF THE HISTORIC BUILDING CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR THE FIRE MARSHALL REVIEW TO ENSURE COMPLIANCE WITH FIRE CODE.	02/25/16	1.00	EA	\$ 28,680.00			30 Days

TOTAL BID PRICE ~~\$~~ 28,680.00

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

VENDOR MAILING:
ROPER SUPPLY CO LLC
801 N BEECH ST
PO BOX 367
PICAYUNE MS 39466-0367

MCGINTY, DESTINY
MINUTE BOOK # PENDING
VENDOR # 00002055

(601) 5454904

SHIP TO :
CITY OF HATTIESBURG
POLICE DEPT SUPPLY-DESTINY MCGINTY
#1 GOVERNMENT PLAZA - 2ND FLOOR
HATTIESBURG MS 39401

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page
Date

PO No. 162699

Req No. 2415

PROJECT LINE: EQUIPMENT FOR NEW POLICE CARS

PROCESSING CODE:

SEND METHOD 1 (601)7991211

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001100.7400	CONSOLE ARM 2 CUT DODGE 11-16 ITEM# GAM7160-0327	10.00	EA	303.9400	3,039.40
001100.7400	OUTLET ACCESS SGL ITEM#ABL14.0570	20.00	EA	7.8500	157.00
001100.7400	10S-C UC POLY PARTITION ITEM# SETPK0577CGR11	10.00	EA	443.7900	4,437.90
001100.7400	LEP,11-16 CHARGER ITEM# SETPP7671	10.00	EA	45.2500	452.50
001100.7400	NFORCE SPLT/FNT LTBAR 8MD/6LED ITEM# SOUENFWBFSF08-6	2.00	EA	591.9400	1,183.88
001100.7400	NFORCE TRAFFIC CON 6 LED ITEM# SOUENFTCDGS1203-6	2.00	EA	427.5200	855.04
001100.7400	400 SER HAND REMOTE SIREN 100W ITEM# SOUETSA461HPP	2.00	EA	298.2500	596.50
001100.7400	100N SER 100W SPKR W/BAIL BKT ITEM# SOUETSS100N	2.00	EA	154.7500	309.50
001100.7400	UC LED INSERT 10' CABLE WHITE ITEM# SOUELUC2S010W	4.00	EA	62.7000	250.80
001100.7400	GHOST LITE SGL MM BLK HSNB BL ITEM# SOUEGHST1B-12	6.00	EA	63.4200	380.52



TOTAL CONTRACT AMOUNT NOT TO EXCEED

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

11,663.04

KERMAS EATON
CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 5/23/16
Date 2415 00
Order Number

ROPER SUPPLY CO LLC
801 N BRECH ST
PO BOX 367
PICAYUNE MS 39466-0367

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Mail To.

PRINTED NAME Morgan Roper

Phone Number . . 601 5454512

SIGNATURE Morgan Roper DATE 5-31-16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: EQUIPMENT FOR NEW POLICE CARS

ITEM DESCRIPTION

Request Date	QTY	Unit Price	Extended Cost	Delivery Date	Expired Date
05/19/16	10.00 EA	303.94	3039.40	30 Days	10-20-16
05/19/16	10.00 EA	7.85	157.00	30 Days	12-20-16
05/19/16	10.00 EA	443.79	4437.90	30 Days	12-20-16
05/19/16	10.00 EA	45.25	452.50	30 Days	12-20-16
05/19/16	10.00 EA	591.94	1183.88	30 Days	12-20-16
05/19/16	10.00 EA	427.52	855.04	30 Days	12-20-16
05/19/16	10.00 EA	298.25	596.50	30 Days	12-20-16
05/19/16	10.00 EA	154.75	309.50	30 Days	12-20-16
05/19/16	10.00 EA	62.70	250.80	30 Days	12-20-16
05/19/16	10.00 EA	4.00	4.00	30 Days	12-20-16



CONSOLE ARM 2 CUT
DODGE 11-16
ITEM# GM7160-0827

OUTLET ACCESS- SCL
ITEM# 14.0570

ICS-C UC POLY
PARTITION
ITEM# SCLPK057703R11

LEP 11-16 CHARGER
ITEM# SCLPK057703R11

NEORCE SCLT/PNT
LITR 340/6LED
ITEM# SCLPK057703R11

NEORCE TRAFFIC CON
6 LED
ITEM# SCLPK057703R11

400 SER HAND REMOTE
SIREN 100W
ITEM# SCLPK057703R11

100W SER 100W SPER
W/BAIL BKT
ITEM# SCLPK057703R11

UC LEO INSERT 10'

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMHAMMETTS AUTO ELECTRIC OF
198 MAIN STREET
BILOXI MS 39530Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME _____

Phone Number . . 601 5454512

SIGNATURE _____

DATE _____

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: EQUIPMENT FOR NEW POLICE CARS

ITEM DESCRIPTION

Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
05/19/16	10.00	EA	341.61	3416.00	30/45	30
CONSOLE ARM 2 CUT DODGE 11-16 ITEM# GAM7160-0327						
05/19/16	20.00	EA	845	16900	30/45	30
OUTLET ACCESS SGL ITEM# AEL14.0570						
05/19/16	10.00	EA	4697.50	46975.00	30/45	30
10S-C UC POLY PARTITION ITEM# SETPK0577CGR11						
05/19/16	10.00	EA	48.10	481.00	30/45	30
LEP. 11-16 CHARGER ITEM# SETPP7671						
05/19/16	2.00	EA	628.60	1257.20	30/45	30
NFORCE SPLT/FNT LIBAR 8MD/6LED ITEM# SOUENFWBFSF08-6						
05/19/16	2.00	EA	471.30	942.60	30/45	30
NFORCE TRAFFIC CON 6 LED ITEM# SOUENFTCDGS1208-6						
05/19/16	2.00	EA	310.75	621.50	30/45	30
400 SER HAND REMOTE SIREN 100W ITEM# SOUETS4461HPP						
05/19/16	2.00	EA	163.10	326.80	30/45	30
100N SER 100W SPKR W/BALL BKT ITEM# SOUETS100N						
05/19/16	4.00	EA	65.50	250.00	30/45	30
UC LED INSERT 10'						

Page No. 1
Date 6/30/16
Order Number 2415 OQ

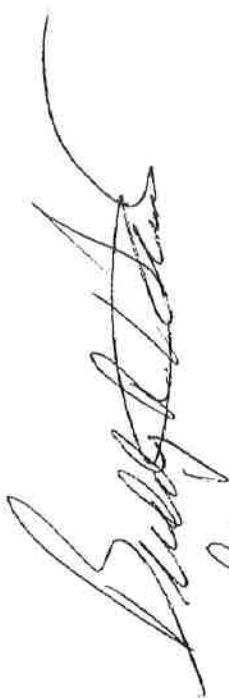
PROJECT LINE: EQUIPMENT FOR NEW POLICE CARS

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. : 2
Date : 6/30/16
Order Number : 2415 00

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
CABLE WHITE ITEM# SOUELUC2S010W	05/19/16	6.00	EA	75.00	450.00	307045	08/31/16
GHOST LITE SGL MM BLK HSNG EL ITEM# SOUEGHST1B-12							

TOTAL BID PRICE 12,612.50


Pres.
Hammett; Auto Electric

BILL TO: CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page Date
- - 07/13/16

PO No. 162783
Req No. 2428

VENDOR MAILING:
CROSSROADS DECORATIVE PAVEMENT
1200 MAIN STREET, SUITE 801
DALLAS TX 75202

HARRIS, MARIE
MINUTE BOOK # PENDING
VENDOR # 00104041

(601) 5454541

SHIP TO:
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROJECT LINE: CROSSWALK STAMPING PROJECT

PROCESSING CODE:

SEND METHOD 1 (866)4026750

UM UNIT COST TOTAL COST

Account # 072201.7230.06

Description QTY

CROSSWALK STAMPING 1.00
STAMP EXISTING ASPHALT IN 5 CROSSWALKS WITH HERRINGBONE
PATTERN. TOTAL SQ. FT. FOR THE PROJECT IS 4,496.38
CONTRACTOR MUST COMPLETE WITHIN 90 DAYS AND WILL BE
RESPONSIBLE FOR TRAFFIC CONTROL IN ACCORDANCE WITH MUTCD.
STREETBOND PREMIUM SYSTEM COATED ASPHALT OR AN APPROVED
EQUAL MUST BE USED. SEE ATTACHED SPECS. PLEASE CALL LAMAR
RUTLAND @ 601-545-4540 FOR ANY QUESTIONS.



TOTAL CONTRACT AMOUNT NOT TO EXCEED 23,150.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERMAE EATON
CITY CLERK

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 6/27/16
Order Number 2428 00CROSSROADS DECOORATIVE PAV
1200 MAIN STREET, SUITE 801
DALLAS TX 75202Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . . 601 5454512

PRINTED NAME PAUL BLACKSIGNATURE Paul Black DATE 7/5/16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: CROSSWALK STAMPING PROJECT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
CROSSWALK STAMPING STAMP EXISTING ASPHALT IN 5 CROSSWALKS WITH HERRINGBONE PATTERN. TOTAL SQ. FT FOR THE PROJECT IS 4,495.38. CONTRACTOR MUST COMPLETE WITHIN 90 DAYS AND WILL BE RESPONSIBLE FOR TRAFFIC CONTROL IN ACCORDANCE WITH MUTCD. STREETBOND PREMIUM SYSTEM CONTROL ASPHALT OR AN APPROVED EQUAL MUST BE USED. SEE ATTACHED SPECS. PLEASE CALL LAMAR RUTLAND @ 601-545-4540 FOR ANY QUESTIONS.	06/16/16	1.00	EA	\$23,150	\$23,150		

TOTAL BID PRICE \$23,150

SEE ATTACHED QUALIFYING DOCUMENTS:

- LETTER FROM MANUFACTURER STATING ACCEPTED / MASTER APPLICATION
WHICH QUALIFIES PEOPLE FOR WARRANTY
- COPY OF CONTRACTOR LICENSE

Lamar Rutland



*Quality You Can
Trust... From
North America's
Largest Roofing
Manufacturer!*

Charles Van Gelder
Vice President
Pavement Coatings

July 7, 2016

Re: Hattiesburg, MS Crosswalk Project

To Whom It May Concern:

This letter shall serve to state that Crossroads Decorative Paving is an Accredited/Master Applicator of StreetBond and associated products per the specifications as written for the City of Hattiesburg, MS's crosswalk project

Please don't hesitate to contact us should there be any other questions.

Best Regards,

A handwritten signature in black ink, appearing to read "Charles Van Gelder", written in a cursive style.

Charles Van Gelder
Vice President
Pavement Coatings
GAF

1 Campus Drive
Parsippany, NJ 07054
(973) 555-1212 (B)
(973) 555-1212 (C)
cvangelder@gaf.com



State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

BLACK, PAUL T.
D/B/A CROSSROADS DECORATIVE PAVEMENT
1200 MAIN ST. #801
DALLAS, TX 75202

is duly registered and entitled to perform

DRIVEWAYS, PARKING AREAS, ASPHALT/CONCRETE



We have herewith set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 12 day of Jan., 2016

CERTIFICATE OF RESPONSIBILITY

No. 15848-SC

Expires Jan. 12, 2017

Thomas H. Kline
CHAIRMAN OF THE BOARD

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 6/27/16
Order Number 2428 OQCLEAR RIVER CONSTRUCTION
2100 FLOWOOD DRIVE
FLOWOOD MS 39232Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401PRINTED NAME CLEAR RIVER Const-Co. Inc.

Phone Number . . 601 5454512

SIGNATURE Levy Tim DATE 7-12-16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: CROSSWALK STAMPING PROJECT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
CROSSWALK STAMPING	06/16/16	1.00	EA	\$ 750	\$ 33,722	85	

CROSSWALK STAMPING
STAMP EXISTING ASPHALT IN 5 CROSSWALKS WITH HERRINGBONE
PATTERN. TOTAL SQ. FT FOR THE PROJECT IS 4,496.38.
CONTRACTOR MUST COMPLETE WITHIN 90 DAYS AND WILL BE
RESPONSIBLE FOR TRAFFIC CONTROL IN ACCORDANCE WITH MUTCD.
STREETBOND PREMIUM SYSTEM COATED ASPHALT OR AN APPROVED
EQUAL MUST BE USED. SEE ATTACHED SPECS. PLEASE CALL LAMAR
RUTLAND @ 601-545-4540 FOR ANY QUESTIONS.

TOTAL BID PRICE 33,722 ⁸⁵

BILL TO: CITY OF HATTIESBURG
 ACCOUNTING DEPT
 PO BOX 1898
 HATTIESBURG, MS 39403-1898
 FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
 PURCHASE ORDER
 THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

VENDOR MAILING:
 ADAPCO INC
 550 AERO LN
 SANFORD FL 32771-6342

MOORE, KIMBERLY (601) 5828594
 VENDOR # 90012703

SHIP TO:
 CITY OF HATTIESBURG
 PUBLIC WORKS DEPT
 1202 JAMES STREET
 HATTIESBURG MS 39401

PO No. 162879
 Req No. 2434

Page Date 07/19/16

PROJECT LINE: CHEMICALS FOR MOSQUITO SPRAYING

PROCESSING CODE:

SEND METHOD 1 (866)3309888

UM UNIT COST TOTAL COST

Account # 001220.5130

Description AQUA WATER BASE
 MOSQUITO SPRAY REPELLENT
 CHEMICALS

QTY 4.00

EA 3,750.0000 15,000.00



TOTAL CONTRACT AMOUNT NOT TO EXCEED 15,000.00

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE CONTACT ACCOUNTING (601) 545-4686.

KERMAS EATON
 CITY CLERK

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 7/12/16
Order Number 2434 QQADAPCO INC.
550 AERO LN
SANFORD FL 32771-6342Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Kathy Russell

Phone Number . . . 601 5454512

SIGNATURE Kathy Russell DATE 07/14/16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: CHEMICALS FOR MOSQUITO SPRAYING

ITEM DESCRIPTION

AQUA WATER BASE
MOSQUITO SPRAY REPELLENT

Aquareslin Water based (30 gl drums)

Sales Representative:

Jeff North
Madison, MS
(601) 260-4553

Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
07/11/16	4.00	EA	\$125.00/gl	\$15,000.00	1 DAY ARO	12/31/16

TOTAL BID PRICE \$15,000.00



 7/19/2016

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date - 7/12/16
Order Number : 2434 00CLARKE MOSQUITO CONTROL
PO BOX 72197
ROSELLE IL 60172-2197Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401PRINTED NAME Clarke Mosquito Control Products, Inc

Phone Number . . 601 5454512

SIGNATURE Day May DATE 7/13/16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: CHEMICALS FOR MOSQUITO SPRAYING

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended		Delivery Date	Expired Date
					Cost			
AQUA WATER BASE MOSQUITO SPRAY REPELLENT	07/11/16	4.00	EA	\$4200.00	\$16,800.00		3-5 days	12/31/16

TOTAL BID PRICE \$16,800.00

Page	-	1
Date	-	07/20/16
P0 No.	-	162913
Req No.	-	2429

VENDOR MAILING:
INDUSTRIAL CHEMICALS INC
PO BOX 143
MEMPHIS TN 38101-0143

WAGGONER MINUTE	ROBIN BOOK #	PENDING
VENDOR #	#	00013714

(601) 5454630

SHIP TO :
CITY OF HATTIESBURG
WATER PLANT #2
900 JAMES STREET
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: LIME & FLUORIDE

SEND METHOD 1 (205)9780485

Account #

Description

QTY

TOTAL COST

009673.5130

1.00

12,645.00

* / *
LIME & FLUORIDE
HYDRATED LIME IN 5
REQUESTING 15 PALL
SODIUM FLUOROSILIC
REQUESTING 10 PALL
*** SEE ATTACHED ***



TOTAL CONTRACT AMOUNT NOT TO EXCEED

12.645.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

43580

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 5/20/16
Order Number 2429 00

INDUSTRIAL CHEMICALS INC
PO BOX 143
MEMPHIS TN 38101-0143

Mail To:
CITY OF HATTIESBURG
PURCHASING DIVISION
220 4 FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number 601 5454512

PRINTED NAME Nicole Bush

SIGNATURE Nicole M. Bush DATE 7/6/16

Shipping terms are F.O.B. destination, freight prepaid

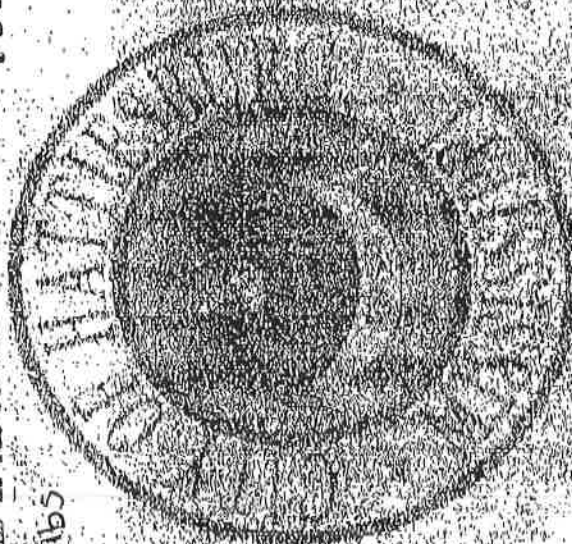
PROJECT LINE: LIME & FLUORIDE

ITEM DESCRIPTION

LIME & FLUORIDE
* HYDRATED LIME IN 50LB BAGS STACKED 50 PER PALLET
REQUESTING 15 PALLETS 750 (50LB) BAGS
/ SODIUM FLUOROSILICATE IN 50LB BAGS STACKED 25 PER PALLET
REQUESTING 10 PALLETS 250 (50LB) BAGS
12,500 lbs
*** SEE ATTACHED ***

Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
06/20/16	1.00	EA	.16/lb	8.00	7/15	8/16
				per bag \$600.00	750 bags	
			.52/lb	26.00	7/15	8/16
				per bag \$650.00	250 bags	

TOTAL BID PRICE: 12,645.00



Handwritten signature and date: 7/20/2016

Handwritten initials: NB

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 6/20/16
Order Number 2429 00

D P C ENTERPRISES LP
PO BOX 301123
DALLAS TX 75309-1123

Mail To:

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number 601 5454512

PRINTED NAME *DPC Enterprises*

SIGNATURE *John Skipper* DATE *6/27/16*

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: LIME & FLUORIDE

ITEM DESCRIPTION

Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
06/20/16	1.00	EA	\$ 20.16	\$ 20.16	1 week AR0	8-1-16
LIME & FLUORIDE						
* HYDRATED LIME IN 50LB BAGS STACKED 50 PER PALLET. 37,500 lbs.						
REQUESTING 15 PALLETS... 750 (50LB) BAGS.						
* SODIUM FLUOROSILICATE IN 50LB BAGS STACKED 25 PER PALLET.						
REQUESTING 10 PALLETS... 250 (50LB) BAGS. 12,500 lbs.						
* 8-1-16						
* 8-1-16						

*** SEE ATTACHED ***

TOTAL BID PRICE \$15,625.00



BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

VENDOR MAILING:
MCMULLAN EQUIPMENT CO
401 BROADWAY DR
PO BOX 71
HATTIESBURG MS 39403-0071

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

WILLIAMSON KERI
MINUTE BOOK # PENDING
VENDOR # 00001753

(601) 5454648

SHIP TO :
CITY OF HATTIESBURG
NOT APPLICABLE

Page
Date
PO No.
Req No.

PROCESSING CODE:
SEND METHOD 1 (601)5453072

PROJECT LINE: 2016 JEEP PATRIOT SPORT FOR MASS TRANSIT DEPT

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
073570.7400	2016 JEEP PATRIOT 4X2 SPORT	1.00	EA	19,650.0000	19,650.00



TOTAL CONTRACT AMOUNT NOT TO EXCEED

19,650.00

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

KERMAE EATON
CITY CLERK

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 7/12/16
Order Number 2440 00

MCMULLAN EQUIPMENT CO
401 BROADWAY DR
PO BOX 71
HATTIESBURG MS 39403-0071

Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Drew McMullan

Phone Number . . 601 5454512

SIGNATURE [Signature] DATE 7/13/16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: 2016 JEEP PATRIOT SPORT FOR MASS TRANSIT DEPT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
2016 JEEP PATRIOT 4X2 SPORT	07/12/16	1.00	EA	19,650			7/18/16

[Handwritten signature] 7/20/16

TOTAL BID PRICE 19,650.00

07/12/2016 TUE 10:41 FAX 6015456661 Hattiesburg Purchasing

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 7/12/16
Order Number 2440 OQKIMS NO BULL TOYOTA
1030 HWY 15 NORTH
LAUREL MS 39440Mail To: CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME

Chris Haynes

SIGNATURE

DATE 7-12-16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: 2016 JEEP PATRIOT SPORT FOR MASS TRANSIT DEPT

Request Date 07/12/16
QTY 1.00 EA
Unit Price 19982.00
Extended Cost
Delivery Date
Expired Date

ITEM DESCRIPTION

2016 JEEP PATRIOT
4X2 SPORT

TOTAL BID PRICE 19982.00

BILL TO: CITY OF HATTIESBURG
 ACCOUNTING DEPT
 PO BOX 1898
 HATTIESBURG, MS 39403-1898
 FAX INVOICE TO: 601-584-4895

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432
 POINT OF CONTACT:

CITY OF HATTIESBURG
 PURCHASER ORDER
 07/20/16

PO No. 162922
 Req No. 2439

VENDOR MAILING:
 KIMS NO BULL TOYOTA
 1030 HWY 15 NORTH
 LAUREL MS 39440

WILLIAMSON KERI
 MINUTE BOOK # PENDING
 VENDOR # 00104201

SHIP TO :
 CITY OF HATTIESBURG
 NOT APPLICABLE

PROJECT LINE: JEEP FOR MASS TRANSIT DEPT
 Account # Description QTY

073570.7400 JEEP GRAND CHAROKEE 1.00
 2016 GRAND CHAROKEE LARED

PROCESSING CODE:
 SEND METHOD 1 (601)4250015
 UM UNIT COST TOTAL COST

EA 28,975.0000 28,975.00



TOTAL CONTRACT AMOUNT NOT TO EXCEED 28,975.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE CONTACT ACCOUNTING (601) 545-4686.

KERMAE EATON
 CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 7/12/16
Order Number 2439 00

Jul 13 16 10:00a

Kim's No Bull

07/12/2016 TUE 10:39 FAX 6015456661 Hattiesburg Purchasing

6014250015

p.4

002/003

KIMS NO BULL TOYOTA
1030 HWY 15 NORTH
LAUREL MS 39440

Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Chris Haynes Mike Johnson

Phone Number . . 601 5454512

SIGNATURE [Signature] DATE 7-12-16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: JEEP FOR MASS TRANSIT DEPT

ITEM DESCRIPTION

JEEP GRAND CHAROKEE
2016 GRAND CHAROKEE LARED

Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
07/12/16	1.00	EA	28975			

TOTAL BID PRICE 28975⁰⁰

VBAL 7/20/16

QUOTE REQUEST RESPONSE FORM

Page No. 1
 Date - 7/12/16
 Order Number 2439 OQ

MCMULLAN EQUIPMENT CO
 401 BROADWAY DR
 PO BOX 71
 HATTIESBURG MS 39403-0071

Mail To. . . . CITY OF HATTIESBURG
 PURCHASING DIVISION
 220 W FRONT ST. 2ND FLOOR
 PO BOX 1898
 HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME Drew McMullan
 SIGNATURE D-M DATE 7/13/16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: JEEP FOR MASS TRANSIT DEPT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
JEEP GRAND CHAROKEE 2016 GRAND CHAROKEE LARED	07/12/16	1.00	EA	30,350			7/19/16

TOTAL BID PRICE 30,350

BILL TO: CITY OF HATTIESBURG
 ACCOUNTING DEPT
 PO BOX 1898
 HATTIESBURG, MS 39403-1898
 FAX INVOICE TO: 601-584-4895

THE CITY OF HATTIESBURG
 PURCHASE ORDER
 IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

JONES, ANN
 (601) 5454661

VENDOR # 00001025

VENDOR MAILING:
 JAMES G. ALBRITTON
 ALBRITTON CHAIN SAW & LAWN EQUIP INC
 1601 BROADWAY DR
 HATTIESBURG MS 39401-3202

SHIP TO:
 CITY OF HATTIESBURG
 GROUNDS MAINTENANCE
 800 ARLEDGE STREET
 HATTIESBURG MS 39401

PROCESSING CODE:
 SEND METHOD 0 ()

UM UNIT COST TOTAL COST

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
002300.7335	STIHL FS240 Commercial Weedeater w/ Commercial Head	12.00	EA	475.0000	5,700.00
002300.7335	STIHL BR600 BLOWER	12.00	EA	359.0000	4,308.00
002300.7335	STIHL FC95 EDGER Stick	3.00	EA	349.0000	1,047.00



TOTAL CONTRACT AMOUNT NOT TO EXCEED 11,055.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERRAS EATON
 CITY CLERK

QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 7/21/16
Order Number 2483 02

JAMES G ALBRITTON
ALBRITTON CHAIN SAW & LA
1601 BROADWAY DR
HATTIESBURG MS 39401-3202

Mail To... CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME JAMES G. ALBRITTON

Phone Number . . 601 5454512

SIGNATURE J. G. Albritton DATE 7-22-16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: GROUNDS MAINTENANCE-CITY WIDE USE-WEDEATER/BLOWERS/EDGERS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
STIHL FS240 Commercial Weedeater w/ Bicycle Handlebars, strap, and Commercial Head	07/07/16	12.00	EA	475.00	5700.00	WK	12-31-16
STIHL BR600 BLOWER	07/07/16	12.00	EA	359.00	4308.00	WK	12-31-16
STIHL FC95 EDGER Stick	07/07/16	3.00	EA	349.00	1047.00	WK	12-31-16

TOTAL BID PRICE 11,055.00

Auger
7-22-16

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

POWER PLUS INC
50 OFFICE PARK DR
HATTIESBURG MS 39402-6019

Mail To: CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number 501 5454512

PRINTED NAME: David Montgomery
SIGNATURE: David Montgomery DATE: 7/21/16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: GROUNDS MAINTENANCE-CITY WIDE USE-WEEDEATER/BLOWERS/EDGERS

ITEM DESCRIPTION	Request Date	QTY	Unit	Unit Price	Extended Cost	Delivery Date	Expired Date
STIHL FS240 Commercial Weedeater w/ Bicycle Handbars, strap, and Commercial Head	07/07/16	12.00	EA	472.00	5664.00		12-1-16
STIHL BR500 BLOWER	07/07/16	12.00	EA	373.00	4476.00		12-1-16
STIHL RCS EDGER Stick	07/07/16	3.00	EA	337.00	1011.00		12-1-16

TOTAL BID PRICE 11,051.00

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

VENDOR MAILING:
ALLIANCE BUS GROUP INC
4741 I 55 S
JACKSON MS 39212-5532

WILLIAMSON, KERI	PENDING
MINUTE BOOK #	
VENDOR #	00093602

(601) 5454648

SHIP TO :
CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: PASSENGER BUS FOR DOWNTOWN USE

SEND METHOD 1 (601)5020546

Account #

Description

QTY

UNIT COST

TOTAL COST

001560,7400

PASSENGER BUS
MID SIZE 2016 FORD
GAS ENGINE
AUTOMATIC
14 LA CHARGE BUS SPEC

1.00

49,900.0000

49,900.00



TOTAL CONTRACT AMOUNT NOT TO EXCEED

49,900.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

KERMAS EATON
CITY CLERK

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 6/27/16
Order Number 2430 00

ALLIANCE BUS GROUP INC
4741 I 55 S
JACKSON MS 39212-5532

Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Alliance Bus Group Eric Lemon
SIGNATURE GLJ DATE 6/27/16

Phone Number . . 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: PASSENGER BUS FOR DOWNTOWN USE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
PASSENGER BUS MID SIZE 2016 FORD GAS ENGINE AUTOMATIC 14 LA CHARGE BUS SPEC	06/27/16	1.00	EA	\$49,900.00	\$49,900.00	7/1/16	7/15/16

Verbal

TOTAL BID PRICE \$49,900.00

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
 Date - 7/12/16
 Order Number 2430 00

ELDORADO NATIONAL
 1655 WALL STREET
 SALINA KS 67401

Mail To CITY OF HATTIESBURG
 PURCHASING DIVISION
 220 W FRONT ST. 2ND FLOOR
 PO BOX 1898
 HATTIESBURG MS 39401

PRINTED NAME Darrin Hendrixson

Phone Number . . 601 5454512

SIGNATURE Darin Hendrixson DATE 7-21-16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: PASSENGER BUS FOR DOWNTOWN USE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
PASSENGER BUS MID SIZE 2016 FORD GAS ENGINE AUTOMATIC 14 LA CHARGE BUS SPEC	06/27/16	1.00	EA	<u>51,000</u>	<u>51,000</u>	<u>10-27-2016</u>	<u>10-27-2016</u>

TOTAL BID PRICE 51,000.



City of Hattiesburg, MS

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

Master

File Number: 2016-2818

File ID: 2016-2818

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/21/2016

Brief Title: Generator, Hattiesburg Intermodal Facility - Reject
bid and authorize re-advertisement

Final Action:

Minute Book Number: MB2016-199

Title:

Acknowledge receipt of bid received on June 30, 2016 for one (1) Diesel Powered Generator at the Hattiesburg Intermodal Facility and reject bid due to exceeding the budgeted amount; Authorize publication of re-advertisement.

Notes:

Sponsors:

Enactment Date:

Attachments: Generator - Hattiesburg Intermodal Facility 7 21 16,
executed Generator - Hattiesburg Intermodal Facility
7 21 16

Enactment Number:

Contact:

Meeting Date: 08/02/2016

Drafter: Anita Bratcher

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/02/2016					

Text of Legislative File 2016-2818

Title

Acknowledge receipt of bid received on June 30, 2016 for one (1) Diesel Powered Generator at the Hattiesburg Intermodal Facility and reject bid due to exceeding the budgeted amount; Authorize publication of re-advertisement.

Summary

Generator, Hattiesburg Intermodal Facility - Reject bid and authorize re-advertisement

Budget Information Expenditure Type

Purchasing Item

Sealed Bid

Publication Information

To be published in **Clarion Ledger** and **Hattiesburg American** - Thursday, August 11th and August 18th

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 a.m., Thursday, September 1, 2016 in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items for Federal and State Programs/Metropolitan Planning Organization (MPO) Division, to-wit:

ONE (1) DIESEL POWERED GENERATOR FOR HATTIESBURG INTERMODAL FACILITY

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by the Order of the Council on this, the 2nd day of August 2016.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

CITY CLERK

(SEAL)

SPECIFICATIONS FOR: ONE (1) DIESEL POWERED GENERATOR AT HATTIESBURG INTERMODAL FACILITY

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILED SPECIFICATIONS

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, September 1, 2016, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the above described item(s). It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U.S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner EXACTLY as follows:

**BID
ONE (1) DIESEL POWERED GENERATOR AT HATTIESBURG
INTERMODAL FACILITY
SUBMITTED BY 10:00 A.M., THURSDAY, SEPTEMBER 1, 2016**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 2nd day of August A.D., 2016.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

SPECIFICATIONS APPROVED BY:

FEDERAL AND STATE PROGRAMS

Federal and State Programs/Metropolitan Planning Organization (MPO) Division

One (1) Diesel Powered Generator at Hattiesburg Intermodal Facility:

All questions and/or comments must be addressed in writing (phone calls and email will not be accepted) and received in the City Clerk's Office *no later than 5:00 P.M., Thursday, August 25, 2016.* All questions will be answered in writing. The question(s) along with the answer(s) shall be mailed to all vendors who received a specification packet. Questions received after 5:00 P.M. on August 25, 2016 will not be responded to.

Address Questions and/or Comments to:

USPS:

City of Hattiesburg
C/O City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898

Express Delivery Service:

City of Hattiesburg
C/O City Clerk's Office
2nd Floor City Hall
200 Forrest Street
Hattiesburg, MS 39401

Bids shall be mailed or delivered using the above information on or before 10:00 A.M., September 1, 2016.

Please contact Pearline Martin at 601-545-4550, pmartin@hattiesburgms.com for the complete Specifications Packet.

Publish: This Legal Notice will appear in the **Clarion Ledger** and the **Hattiesburg American** on **August 11, 2016** and **August 18, 2016**.

Please call each paper a couple days before publish dates to confirm publication.

Hattiesburg Train Depot
DIESEL POWERED EMERGENCY GENERATORS

PART 1 - GENERAL

1-01 DESCRIPTION

- A. This specification includes the provision, delivery and installation of diesel powered standby emergency generators, with the 350 KW power rating. The system shall be a pre-engineered and factory-built package unit with the following equipment:
 - 1. An engine driven electric generating set to provide standby power.
 - 2. An engine start/stop solid state system mounted on the generating set.
 - 3. An automatic load transfer control to provide automatic starting and stopping of the engine and switching the load.
 - 4. Mounted accessories as specified.
- B. The generator provided under this specification shall be heavy-duty, commercial quality unit. The unit shall be designed to provide 120/208V 3-phase power, and shall be manufactured to operate on diesel fuel.
- C. The supplier shall be responsible for properly sizing each generator unit for the loads anticipated, but in no case shall the generator capacity be less than that which is specified.
- D. Related sections include the following:
 - 1. Earthwork
 - 2. Concrete
 - 3. Electrical General

1-02 RESPONSIBILITY

- A. Each generator set shall be built, tested and shipped by the manufacturer, who has been regularly engaged in the production of the engine alternator sets and associated controls for a minimum of ten years, so there is one source of supply and responsibility.

1-03 MANUFACTURER QUALIFICATION

- A. Firm regularly engaged in manufacturing and design of engine-driven generator sets for not less than ten years. The firm shall have produced engine generator sets that have been in continuous satisfactory operation for not less than three years in similar service.
- B. Manufacturer must have a local service firm that has been factory authorized in the local area of responsibility for at least five years.

1-04 MANUFACTURER REQUIREMENTS

- A. Single manufacturer responsibility for the complete engine-driven generator set including the manufacture of the engine and/or the alternator, design and manufacture of controls, building of set, factory test, factory warranty and shipping. Coordinating between manufacturer, distributor, and contractor is essential. The manufacturer shall have printed literature and brochures describing the standard series offered (not a one-of-a-kind fabrication). The manufacturer shall

provide schematic and wiring diagrams for the complete standby power system.

1-05 SUPPLIER QUALIFICATION

- A. Firm engaged in the provision and service of engine generator sets. Firm maintains a factory authorized service organization with factory trained service technicians and an appropriately sized fleet of dedicated service trucks equipped to service this equipment. Firm must be domiciled within a 100 mile radius of the project site, maintain stock of standard spare parts and offer 24 hour service availability, 7 days a week. Firm shall be able to demonstrate their long-term ability to support a project of this scope. Major engine, controls, and alternator parts shall regularly be stocked locally. Additional parts shall be available within 48 hours per the manufacturers' stated program.
- B. Supplier shall have a documented record of supplying and supporting complete operating emergency and standby power systems including generator sets, transfer switches, paralleling switchgear, and uninterruptible power supplies. Owner and/or Owner's Representative reserve the right to inspect supplier's facility to ensure compliance with these qualifications.

1-06 ACCEPTABLE MANUFACTURERS AND SUPPLIERS

- A. The standby power generator listed as the standard for quality is the Commercial Series generator as manufactured by Taylor Power Systems (contact is Craft Tyler), 415 Highway 49 South, Richland, MS 39218, Phone 800-367-7639 or 601-922-4444.
- B. The preferred supplier for the generator is Taylor Power Systems, 415 Highway 49 South, Richland, MS 39218, Phone 800-367-7639.
- C. All others must be pre-approved, and have at least 10 years experience in the manufacture of generators for commercial applications.
- D. Alternate manufacturers wishing to pre-qualify shall submit to the engineer, no later than 10 calendar days prior to the bid date, and a list of generator projects with detail drawings meeting the requirements of this project specification.

1-07 SUBMITTALS

- A. Provide five sets of submittals for engineering review and approval prior to production release. The submittals shall include engine data, installation drawings, all wiring and interconnect diagrams, the manufacturers published warranty, spec sheets and all other pertinent information relative to this unit. The submittals shall be properly identified product data material specific to the proposed installation.
- B. Provide operating and maintenance manuals complete with replacement parts data for standby emergency generator system prior to substantial completion.
- C. Submit sample of written warranty with product data as part of the initial product submittal.
- D. Contract Closeout Submittal: Furnish the Owner with manufacturer's certification and warranty assuring each item of equipment is complete and in good condition, free from damage, properly installed, connected, adjusted, and tested as to full power rating, stability, and voltage and

frequency regulation.

1-08 QUALITY ASSURANCE

- A. Qualifications: Single source generator supplier and installer, acceptable to the standby emergency generator manufacturer, capable of providing, but not limited to, the following services:
1. Generator and electrical apparatus pertinent to the generator including the automatic transfer switches.
 2. Complete internal fuel tank system.
 3. Sheet metal shrouding.
 4. Plumbing pertinent to the fuel system and generator.
 5. Exhaust system and piping.
 6. Insulation of exhaust system.
 7. Control wiring between generator and transfer switch, water heater, battery charging, and annunciator wiring.
 8. Required warranty.
 9. Other work required for a complete and operable system.
- B. The Owner will not accept two or more subcontractors to do the Standby Emergency Generator work called for herein. All work shall be provided by and under the supervision of one supplier or subcontractor.

- C. Performance Requirements: Materials shall bear Underwriters Laboratories (UL) labels.

1-09 WARRANTY

- A. Furnish all-inclusive unlimited warranty from General Contractor for a period of 1 year from date of substantial completion.
- B. Furnish an additional extended warranty from Manufacturer for a period of 2 years from date of substantial completion.
- C. Standby electric generating components, including engine, generator, instrument panel, and radiator shall be warranted by the manufacturer against defects in materials and factory workmanship. Supplier shall be the sole executor of all warranty repairs. Suppliers unable to perform warranty repairs which must subcontract them to another manufacturer's representative do not meet the requirements of this specification. Extended service contracts up to 10 years shall be made available to the Owner for consideration prior to final acceptance. The warranty period shall commence when the standby power system is first placed into service, or on the date of substantial completion, whichever date is earlier. Any extended service contract offer accepted will be exercised by the Owner and paid for separately by Owner prior to final acceptance.

PART 2 - PRODUCTS

2-01 ENGINE

- A. The engine shall be diesel fueled 4 cycle, water cooled with mounted radiator, fan, water pump and closed recovery system. The radiator shall be capable of providing sufficient cooling

capabilities for operation in 110° (122°) Fahrenheit ambient temperature with a minimum 10° temperature rise factored in. Engine shall have the number of cylinders required to achieve the minimum cubic inch displacement required to generate the minimum KW specified when operating at the rated motor speed.

- B. The engine shall have hard faced exhaust valves with rotators. Lubrication shall be full pressure as supplied by a positive displacement lube oil pump. The engine shall be equipped with a dry type air cleaner and oil filter with replaceable elements.
- C. Engine speed shall be controlled by an electronic governor to maintain alternator frequency within 1 Hertz from no load to rated alternator output. The engine shall have a 12 or 24 volt battery charging DC alternator with a transistorized voltage regulator. Remote starting shall be by a 12 or 24 volt solenoid shift electric starter.
- D. The generator set shall contain a complete solid state start/stop control which starts the engine on closing contact and stops the engine on opening contact. Cycle cranking shall be provided to open the start circuit after eight attempts to start the engine have failed.

2-02 ALTERNATOR

- A. The alternator shall be four pole revolving field design with a temperature compensated Volts/Hertz voltage regulator and brushless excitation system. The stator shall be directly connected to the engine flywheel housing and the rotor shall be drive through a semi-flexible flange to ensure alignment. The insulation system shall be class F as defined by the NEMA MG-1.65 definition. The three phase alternator shall be 12 lead re-connectable and must have a PMG Exciter.
- B. Frequency regulation shall not exceed 1 Hertz from no load to rated load. Voltage regulation shall be with +/- 1% of rated voltage at 60 Hertz from no load to full load. The instantaneous voltage dip shall be less than 12.5% of rated voltage when full 3 phase load and rated power factor is applied to the alternator. Recovery to stable operation shall occur within 2 seconds. A rheostat shall provide a minimum of +/- 5% voltage adjustment from rated value. Temperature rise shall be within the NEMA MG-22.40 definition.

2-03 INSTRUMENT PANEL

- A. The alternator instrument panel shall be housed in a NEMA 1 enclosure, wired, tested and shock mounted on the generating set by the manufacturer of the alternator. It shall contain panel lighting, automatic reset circuit breaker, oil pressure gauge, coolant temperature gauge, DC battery charge ammeter, frequency meter, running time meter, voltage adjusting rheostat, AC voltmeter, AC ammeter and phase selector switch. In addition, it will have the following shutdowns and indicator lights which will latch in the “on” position should a fault occur until manually reset. A test and reset switch shall also be provided to test the operation of the lights.
 - 1. Low oil pressure
 - 2. High coolant temperature
 - 3. Low coolant level
 - 4. Overcrank
 - 5. Overspeed
 - 6. RPM sensor loss
 - 7. Low fuel

- 8. Switch not in auto.
- B. The control panel shall also have the following pre-alarm lights:
 - 1. Low oil pressure
 - 2. High coolant temperature
 - 3. Low coolant temperature
 - 4. High battery voltage
 - 5. Low battery voltage

2-04 CONTROLLER

- A. The generator set shall include a digital controller with built-in governor control and voltage regulator which monitors utility voltage, oversees transfer switch operation and controls the low speed exercise feature. LED indicator lights shall display system status and faults such as overcrank, overspeed, high coolant temperature, low coolant level, low oil pressure, and low battery voltage.
- B. Should a critical fault occur, the solid-state sensing and starting controller shall automatically shut down the engine, disconnect the starter motor and prevent re-engagement. The system shall also provide cyclic cranking for improved starting reliability and cranking termination for starter motor protection.

2-05 MISCELLANEOUS EQUIPMENT

- A. The standby power system shall also have the following items:
 - 1. Critical type muffler
 - 2. Flex exhaust connection
 - 3. Starting batteries
 - 4. Battery rack
 - 5. Battery cables
 - 6. Flexible fuel lines
 - 7. Main line circuit breaker
 - 8. Block heater

2-06 BATTERY CHARGER

- A. A 3.5 amp, 120 volt trickle type battery charger will be included to maintain starting batteries at proper voltage. One battery charger shall be provided and shall be fully automatic, float type, self-regulating, constant voltage 120 volt output, 120 volt input, 10 amp minimum, mounted in a NEMA 1 cabinet. The charger shall have a high charge rate of at least 9 amps. It shall have silicon diode rectifiers, automatic surge suppressor, DC output ammeter, auto reset, DC circuit breaker, and AC fuse.

2-07 WEATHER HOUSING

- A. Where plans indicate the standby generator will be located outdoors, the generating set shall be enclosed in a weather protective zinc coated sheet metal housing with hinged, locking doors and silencer mounted internal of the enclosure.
- B. The housing and frame shall have a durable protective coating equal to the factory baked-on

exterior grade enamel paint finish system.

2-08 REMOTE ANUNCIATOR

- A. Contractor shall supply a 12 volt annunciator panel for remote installation with signals indicating condition and possible malfunction of the emergency electric plant. Indication signals are as follows:
1. High water temperature light
 2. Low water temperature light
 3. High battery voltage light
 4. Low battery voltage light
 5. Generator power light
 6. System ready light
 7. Alarm switch off light
 8. Line power light
 9. Overcrank light
 10. Overspeed light
 11. Low fuel light
 12. Low oil pressure light
 13. Alarm on/off switch
 14. Reset switch
 15. Test switch
 16. Battery fuse
 17. Annunciator horn

2-09 FUEL SYSTEM

- A. A fuel tank shall be supplied with each generator set with enough fuel capacity to run the standby generator under full load for a minimum of 72 hours.
- B. Each fuel tank shall be fully charged with fuel after final testing and prior to final acceptance at no additional cost to the Owner.

2-10 AUTOMATIC TRANSFER SWITCH

- A. The automatic transfer switch (ATS) shall be included in and provided as part of the electrical controls, as set forth in the section "Process Control and Instrumentation" provided in these Contract Documents. The ATS shall be rated to carry the load specified for the 480V 3-phase service.

2-11 GENERATOR MOUNTING

- A. Earthwork: Shall be performed as needed including stripping topsoil, undercutting any unsuitable material as needed, compacting natural subgrade, and installing compacted select fill material as needed to prepare a suitable pad for the foundation.
- B. Concrete Pad Under Each Generator: Shall be 8" thick poured-in-place concrete with a single mat of #7 steel reinforcing bars set at 10" O.C./E.W. Slab to have a 12" thick grade beam 12" wide around the perimeter.
- C. Concrete: Concrete to be batch ready-mix with minimum compressive strength of 3,500 PSI at 28 days.

- D. Anchor Bolts: Generator unit and fuel tank shall be secured to concrete pad with anchor bolts sized, located and set in accordance with the manufacturer's recommendations.
- E. Mounting Hardware: Equip with vibration isolators and mount on a welded steel base that shall provide suitable mounting to any level surface.
- F. Size: Concrete pad shall be large enough to accommodate the installation of both the generator set, and shall allow at least 3 feet (36 inches) of clear working space around the generator.
- G. Elevation: Where generators sets are to be installed in flood prone areas, the manufacturer shall be responsible for the fill to elevate the concrete pad, or for designing and installing a suitable structural frame to elevate the unit and fuel tank above the flood zone.

2-12 ACCESSORIES

- A. Furnish accessories needed for the proper operation and maintenance of the generating set. These shall include but not be limited to an exhaust muffler, flexible exhaust connection, starting batteries, battery cables, battery charger, battery rack, fuel oil day tank, and fuel lines.
 - 1. Exhaust Muffler: All-welded design, constructed of sheet and plate steel. Provide with all necessary flexible exhaust connections as indicated on mechanical drawings for installation by mechanical contractor. Exhaust muffler manufacture: Maxim M-41 with side inlet or accepted equivalent. The muffler must be mounted inside enclosure.
 - 2. Insulation: The muffler and all indoor exhaust piping shall be properly lagged using Kaylo 1800 degree F. insulation. Insulation will be furnished and installed under the insulation section.
 - 3. Jacket water heater shall be installed in-line with engine cooling system. Jacket water heater to be rated at 2 KW, at application voltage, single phase.

PART 3 – EXECUTION

3-01 GENERAL

- A. Contractor shall install the complete electrical generating system including all fuel connections between main fuel supply, engine, etc., all in accordance with manufacturer's recommendations. Contractor shall supply owner's operating personnel with detailed operation and maintenance manuals including complete parts list. Manuals shall include engine manufacturer's maintenance recommendations as well as alternator operating instructions. Installation shall be according to the manufacturer's recommendations and according to the requirements of NFPA 70 - National Electrical Code (NEC) latest edition.
- B. The Installer shall be responsible for coordinating all trades to ensure the proper functioning of the entire systems including but not limited to fuel supply, exhaust equipment and air transfer system. This coordination shall include furnishing all required information to other subcontractors regarding fuel, exhaust and cooling system dimensions, pipe and duct sizes, etc. The Installer shall furnish a dimensioned plan layout indicating all generator dimensions, roughing dimensions, piping layout, duct layout, tank locations and elevations and all required electrical wiring and interconnections.
- C. The supplier shall be responsible for the preparation of the site for installation of the generator, for any earthwork required, for installation of the concrete pad large enough for both the generator, for installation of the automatic transfer switch, for the completion of all field wiring and connections, for start-up of the unit, and for training the Owner's representatives in the

proper operation and maintenance of the complete installation.

3-02 TESTING, CHECK-OUT AND START-UP

- A. Supplier of the electric generating plant and associated items covered herein shall provide factory trained technicians to check out the complete installation and perform the initial start-up of the system. They shall meet with the owners operating personnel to review the operation of the complete standby system. Once the system is operational, the load will be transferred to the standby generator system to demonstrate the ability of the standby generator to assume the emergency load.
- B. Start-up and Instructions:
 - 1. On completion of the installation, perform the initial start-up by a factory-trained representative of the engine supplier.
 - 2. At the time of start-up, operating instructions and maintenance procedures shall be thoroughly explained to the Owner's operating personnel.
 - 3. Two copies of operating and maintenance instruction books shall be supplied to the Owner for the electric set and auxiliary equipment.
 - 4. One copy of special tools, operating software, connection cables and any other equipment necessary to diagnose and repair the generator set shall be supplied to the Owner.
- C. Spare Parts: At the time of start-up, the supplier shall deliver to and provide the Owner with an appropriate selection of spare parts for each generator set, at no additional cost to the Owner.

PART 4 - COMPENSATION

4-01 MEASUREMENT

- A. Standby generators shall be measured as one unit of work, complete in every way, or measured in the unit for each size and type specified, including site preparation, foundation, wiring, start-up, and all components and incidentals, and no separate measurement of any subsidiary items will be made.
- B. Structural supports required to elevate the generator set above the flood zone will be measured as one unit of work, complete in every way, or measured in the unit for each structure specified, including design, site preparation, foundation, fabrication, painting, and all components and incidentals, and no separate measurement of any subsidiary items will be made.

4-02 PAYMENT

- A. Standby generators shall be paid for as one unit of work, complete in every way, or paid for in the unit for each size and type specified, including site preparation, foundation, wiring, start-up, and all components and incidentals at the lump sum price bid, and no separate payment for any subsidiary items will be made.
- B. Structural supports required to elevate the generator set above the flood zone will be paid for as one unit of work, complete in every way, or measured in the unit for each structure specified, including design, site preparation, foundation, fabrication, painting, and all components and incidentals, and no separate payment of any subsidiary items will be made.

- C. Where not listed separately as a pay item on the Proposal, no payment shall be made for this work, but such payment shall be included in the compensation made for the other items of work.

END OF SECTION

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 a.m., Thursday, September 1, 2016 in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items for Federal and State Programs/Metropolitan Planning Organization (MPO) Division, to-wit:

ONE (1) DIESEL POWERED GENERATOR FOR HATTIESBURG INTERMODAL FACILITY

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PUBLISHED by the Order of the Council on this, the 2nd day of August 2016.

CITY OF HATTIESBURG, MISSISSIPPI

BY: 

CITY CLERK

(SEAL)

**SPECIFICATIONS FOR: ONE (1) DIESEL POWERED GENERATOR AT
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**ONE (1) DIESEL POWERED GENERATOR AT HATTIESBURG
INTERMODAL FACILITY**

SUBMITTED BY 10:00 A.M., THURSDAY, SEPTEMBER 1, 2016

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APPROVED on this, the 2nd day of August A.D., 2016.

CITY OF HATTIESBURG, MISSISSIPPI

BY: 

CITY CLERK

SPECIFICATIONS APPROVED BY:

FEDERAL AND STATE PROGRAMS

Federal and State Programs/Metropolitan Planning Organization (MPO) Division

One (1) Diesel Powered Generator at Hattiesburg Intermodal Facility:

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**City of Hattiesburg
C/O City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898**

or

Express Delivery Service:

**City of Hattiesburg
C/O City Clerk's Office
2nd Floor City Hall
200 Forrest Street
Hattiesburg, MS 39401**

Bids shall be mailed or delivered using the above information on or before 10:00 A.M., September 1, 2016.

Please contact Pearline Martin at 601-545-4550, pmartin@hattiesburgms.com for the complete Specifications Packet.

Publish: This Legal Notice will appear in the Clarion Ledger and the Hattiesburg American on August 11, 2016 and August 18, 2016.

Please call each paper a couple days before publish dates to confirm publication.

Hattiesburg Train Depot
DIESEL POWERED EMERGENCY GENERATORS

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 - 3. An automatic load transfer control to provide automatic starting and stopping of the engine and switching the load.
 - 4. Mounted accessories as specified.
- B. The generator provided under this specification shall be heavy-duty, commercial quality unit. The unit shall be designed to provide 120/208V 3-phase power, and shall be manufactured to operate on diesel fuel.
- C. The supplier shall be responsible for properly sizing each generator unit for the loads anticipated, but in no case shall the generator capacity be less than that which is specified.
- D. Related sections include the following:
 - 1. Earthwork
 - 2. Concrete
 - 3. Electrical General

1-02 RESPONSIBILITY

- A. Each generator set shall be built, tested and shipped by the manufacturer, who has been regularly engaged in the production of the engine alternator sets and associated controls for a minimum of ten years, so there is one source of supply and responsibility.

1-03 MANUFACTURER QUALIFICATION

- A. Firm regularly engaged in manufacturing and design of engine-driven generator sets for not less than ten years. The firm shall have produced engine generator sets that have been in continuous satisfactory operation for not less than three years in similar service.
- B. Manufacturer must have a local service firm that has been factory authorized in the local area of responsibility for at least five years.

1-04 MANUFACTURER REQUIREMENTS

- A. Single manufacturer responsibility for the complete engine-driven generator set including the manufacture of the engine and/or the alternator, design and manufacture of controls, building of set, factory test, factory warranty and shipping. Coordinating between manufacturer, distributor, and contractor is essential. The manufacturer shall have printed literature and brochures describing the standard series offered (not a one-of-a-kind fabrication). The manufacturer shall

provide schematic and wiring diagrams for the complete standby power system.

1-05 SUPPLIER QUALIFICATION

- A. Firm engaged in the provision and service of engine generator sets. Firm maintains a factory authorized service organization with factory trained service technicians and an appropriately sized fleet of dedicated service trucks equipped to service this equipment. Firm must be domiciled within a 100 mile radius of the project site, maintain stock of standard spare parts and offer 24 hour service availability, 7 days a week. Firm shall be able to demonstrate their long-term ability to support a project of this scope. Major engine, controls, and alternator parts shall regularly be stocked locally. Additional parts shall be available within 48 hours per the manufacturers' stated program.
- B. Supplier shall have a documented record of supplying and supporting complete operating emergency and standby power systems including generator sets, transfer switches, paralleling switchgear, and uninterruptible power supplies. Owner and/or Owner's Representative reserve the right to inspect supplier's facility to ensure compliance with these qualifications.

1-06 ACCEPTABLE MANUFACTURERS AND SUPPLIERS

- A. The standby power generator listed as the standard for quality is the Commercial Series generator as manufactured by Taylor Power Systems (contact is Craft Tyler), 415 Highway 49 South, Richland, MS 39218, Phone 800-367-7639 or 601-922-4444.
- B. The preferred supplier for the generator is Taylor Power Systems, 415 Highway 49 South, Richland, MS 39218, Phone 800-367-7639.
- C. All others must be pre-approved, and have at least 10 years experience in the manufacture of generators for commercial applications.
- D. Alternate manufacturers wishing to pre-qualify shall submit to the engineer, no later than 10 calendar days prior to the bid date, and a list of generator projects with detail drawings meeting the requirements of this project specification.

1-07 SUBMITTALS

- A. Provide five sets of submittals for engineering review and approval prior to production release. The submittals shall include engine data, installation drawings, all wiring and interconnect diagrams, the manufacturers published warranty, spec sheets and all other pertinent information relative to this unit. The submittals shall be properly identified product data material specific to the proposed installation.
- B. Provide operating and maintenance manuals complete with replacement parts data for standby emergency generator system prior to substantial completion.
- C. Submit sample of written warranty with product data as part of the initial product submittal.
- D. Contract Closeout Submittal: Furnish the Owner with manufacturer's certification and warranty assuring each item of equipment is complete and in good condition, free from damage, properly installed, connected, adjusted, and tested as to full power rating, stability, and voltage and

frequency regulation.

1-08 QUALITY ASSURANCE

- A. Qualifications: Single source generator supplier and installer, acceptable to the standby emergency generator manufacturer, capable of providing, but not limited to, the following services:
1. Generator and electrical apparatus pertinent to the generator including the automatic transfer switches.
 2. Complete internal fuel tank system.
 3. Sheet metal shrouding.
 4. Plumbing pertinent to the fuel system and generator.
 5. Exhaust system and piping.
 6. Insulation of exhaust system.
 7. Control wiring between generator and transfer switch, water heater, battery charging, and annunciator wiring.
 8. Required warranty.
 9. Other work required for a complete and operable system.
- B. The Owner will not accept two or more subcontractors to do the Standby Emergency Generator work called for herein. All work shall be provided by and under the supervision of one supplier or subcontractor.
- C. Performance Requirements: Materials shall bear Underwriters Laboratories (UL) labels.

1-09 WARRANTY

- A. Furnish all-inclusive unlimited warranty from General Contractor for a period of 1 year from date of substantial completion.
- B. Furnish an additional extended warranty from Manufacturer for a period of 2 years from date of substantial completion.
- C. Standby electric generating components, including engine, generator, instrument panel, and radiator shall be warranted by the manufacturer against defects in materials and factory workmanship. Supplier shall be the sole executor of all warranty repairs. Suppliers unable to perform warranty repairs which must subcontract them to another manufacturer's representative do not meet the requirements of this specification. Extended service contracts up to 10 years shall be made available to the Owner for consideration prior to final acceptance. The warranty period shall commence when the standby power system is first placed into service, or on the date of substantial completion, whichever date is earlier. Any extended service contract offer accepted will be exercised by the Owner and paid for separately by Owner prior to final acceptance.

PART 2 - PRODUCTS

2-01 ENGINE

- A. The engine shall be diesel fueled 4 cycle, water cooled with mounted radiator, fan, water pump and closed recovery system. The radiator shall be capable of providing sufficient cooling

capabilities for operation in 110° (122°) Fahrenheit ambient temperature with a minimum 10° temperature rise factored in. Engine shall have the number of cylinders required to achieve the minimum cubic inch displacement required to generate the minimum KW specified when operating at the rated motor speed.

- B. The engine shall have hard faced exhaust valves with rotators. Lubrication shall be full pressure as supplied by a positive displacement lube oil pump. The engine shall be equipped with a dry type air cleaner and oil filter with replaceable elements.
- C. Engine speed shall be controlled by an electronic governor to maintain alternator frequency within 1 Hertz from no load to rated alternator output. The engine shall have a 12 or 24 volt battery charging DC alternator with a transistorized voltage regulator. Remote starting shall be by a 12 or 24 volt solenoid shift electric starter.
- D. The generator set shall contain a complete solid state start/stop control which starts the engine on closing contact and stops the engine on opening contact. Cycle cranking shall be provided to open the start circuit after eight attempts to start the engine have failed.

2-02 ALTERNATOR

- A. The alternator shall be four pole revolving field design with a temperature compensated Volts/Hertz voltage regulator and brushless excitation system. The stator shall be directly connected to the engine flywheel housing and the rotor shall be drive through a semi-flexible flange to ensure alignment. The insulation system shall be class F as defined by the NEMA MG-1.65 definition. The three phase alternator shall be 12 lead re-connectable and must have a PMG Exciter.
- B. Frequency regulation shall not exceed 1 Hertz from no load to rated load. Voltage regulation shall be with +/- 1% of rated voltage at 60 Hertz from no load to full load. The instantaneous voltage dip shall be less than 12.5% of rated voltage when full 3 phase load and rated power factor is applied to the alternator. Recovery to stable operation shall occur within 2 seconds. A rheostat shall provide a minimum of +/- 5% voltage adjustment from rated value. Temperature rise shall be within the NEMA MG-22.40 definition.

2-03 INSTRUMENT PANEL

- A. The alternator instrument panel shall be housed in a NEMA 1 enclosure, wired, tested and shock mounted on the generating set by the manufacturer of the alternator. It shall contain panel lighting, automatic reset circuit breaker, oil pressure gauge, coolant temperature gauge, DC battery charge ammeter, frequency meter, running time meter, voltage adjusting rheostat, AC voltmeter, AC ammeter and phase selector switch. In addition, it will have the following shutdowns and indicator lights which will latch in the "on" position should a fault occur until manually reset. A test and reset switch shall also be provided to test the operation of the lights.
 - 1. Low oil pressure
 - 2. High coolant temperature
 - 3. Low coolant level
 - 4. Overcrank
 - 5. Overspeed
 - 6. RPM sensor loss
 - 7. Low fuel

- 8. Switch not in auto.
- B. The control panel shall also have the following pre-alarm lights:
 - 1. Low oil pressure
 - 2. High coolant temperature
 - 3. Low coolant temperature
 - 4. High battery voltage
 - 5. Low battery voltage

2-04 CONTROLLER

- A. The generator set shall include a digital controller with built-in governor control and voltage regulator which monitors utility voltage, oversees transfer switch operation and controls the low speed exercise feature. LED indicator lights shall display system status and faults such as overcrank, overspeed, high coolant temperature, low coolant level, low oil pressure, and low battery voltage.
- B. Should a critical fault occur, the solid-state sensing and starting controller shall automatically shut down the engine, disconnect the starter motor and prevent re-engagement. The system shall also provide cyclic cranking for improved starting reliability and cranking termination for starter motor protection.

2-05 MISCELLANEOUS EQUIPMENT

- A. The standby power system shall also have the following items:
 - 1. Critical type muffler
 - 2. Flex exhaust connection
 - 3. Starting batteries
 - 4. Battery rack
 - 5. Battery cables
 - 6. Flexible fuel lines
 - 7. Main line circuit breaker
 - 8. Block heater

2-06 BATTERY CHARGER

- A. A 3.5 amp, 120 volt trickle type battery charger will be included to maintain starting batteries at proper voltage. One battery charger shall be provided and shall be fully automatic, float type, self-regulating, constant voltage 120 volt output, 120 volt input, 10 amp minimum, mounted in a NEMA 1 cabinet. The charger shall have a high charge rate of at least 9 amps. It shall have silicon diode rectifiers, automatic surge suppressor, DC output ammeter, auto reset, DC circuit breaker, and AC fuse.

2-07 WEATHER HOUSING

- A. Where plans indicate the standby generator will be located outdoors, the generating set shall be enclosed in a weather protective zinc coated sheet metal housing with hinged, locking doors and silencer mounted internal of the enclosure.
- B. The housing and frame shall have a durable protective coating equal to the factory baked-on

exterior grade enamel paint finish system.

2-08 REMOTE ANUNCIATOR

- A. Contractor shall supply a 12 volt annunciator panel for remote installation with signals indicating condition and possible malfunction of the emergency electric plant. Indication signals are as follows:
1. High water temperature light
 2. Low water temperature light
 3. High battery voltage light
 4. Low battery voltage light
 5. Generator power light
 6. System ready light
 7. Alarm switch off light
 8. Line power light
 9. Overcrank light
 10. Overspeed light
 11. Low fuel light
 12. Low oil pressure light
 13. Alarm on/off switch
 14. Reset switch
 15. Test switch
 16. Battery fuse
 17. Annunciator horn

2-09 FUEL SYSTEM

- A. A fuel tank shall be supplied with each generator set with enough fuel capacity to run the standby generator under full load for a minimum of 72 hours.
- B. Each fuel tank shall be fully charged with fuel after final testing and prior to final acceptance at no additional cost to the Owner.

2-10 AUTOMATIC TRANSFER SWITCH

- A. The automatic transfer switch (ATS) shall be included in and provided as part of the electrical controls, as set forth in the section "Process Control and Instrumentation" provided in these Contract Documents. The ATS shall be rated to carry the load specified for the 480V 3-phase service.

2-11 GENERATOR MOUNTING

- A. Earthwork: Shall be performed as needed including stripping topsoil, undercutting any unsuitable material as needed, compacting natural subgrade, and installing compacted select fill material as needed to prepare a suitable pad for the foundation.
- B. Concrete Pad Under Each Generator: Shall be 8" thick poured-in-place concrete with a single mat of #7 steel reinforcing bars set at 10" O.C./E.W. Slab to have a 12" thick grade beam 12" wide around the perimeter.
- C. Concrete: Concrete to be batch ready-mix with minimum compressive strength of 3,500 PSI at 28 days.

- D. Anchor Bolts: Generator unit and fuel tank shall be secured to concrete pad with anchor bolts sized, located and set in accordance with the manufacturer's recommendations.
- E. Mounting Hardware: Equip with vibration isolators and mount on a welded steel base that shall provide suitable mounting to any level surface.
- F. Size: Concrete pad shall be large enough to accommodate the installation of both the generator set, and shall allow at least 3 feet (36 inches) of clear working space around the generator.
- G. Elevation: Where generators sets are to be installed in flood prone areas, the manufacturer shall be responsible for the fill to elevate the concrete pad, or for designing and installing a suitable structural frame to elevate the unit and fuel tank above the flood zone.

2-12 ACCESSORIES

- A. Furnish accessories needed for the proper operation and maintenance of the generating set. These shall include but not be limited to an exhaust muffler, flexible exhaust connection, starting batteries, battery cables, battery charger, battery rack, fuel oil day tank, and fuel lines.
 - 1. Exhaust Muffler: All-welded design, constructed of sheet and plate steel. Provide with all necessary flexible exhaust connections as indicated on mechanical drawings for installation by mechanical contractor. Exhaust muffler manufacture: Maxim M-41 with side inlet or accepted equivalent. The muffler must be mounted inside enclosure.
 - 2. Insulation: The muffler and all indoor exhaust piping shall be properly lagged using Kaylo 1800 degree F. insulation. Insulation will be furnished and installed under the insulation section.
 - 3. Jacket water heater shall be installed in-line with engine cooling system. Jacket water heater to be rated at 2 KW, at application voltage, single phase.

PART 3 – EXECUTION

3-01 GENERAL

- A. Contractor shall install the complete electrical generating system including all fuel connections between main fuel supply, engine, etc., all in accordance with manufacturer's recommendations. Contractor shall supply owner's operating personnel with detailed operation and maintenance manuals including complete parts list. Manuals shall include engine manufacturer's maintenance recommendations as well as alternator operating instructions. Installation shall be according to the manufacturer's recommendations and according to the requirements of NFPA 70 - National Electrical Code (NEC) latest edition.
- B. The Installer shall be responsible for coordinating all trades to ensure the proper functioning of the entire systems including but not limited to fuel supply, exhaust equipment and air transfer system. This coordination shall include furnishing all required information to other subcontractors regarding fuel, exhaust and cooling system dimensions, pipe and duct sizes, etc. The Installer shall furnish a dimensioned plan layout indicating all generator dimensions, roughing dimensions, piping layout, duct layout, tank locations and elevations and all required electrical wiring and interconnections.
- C. The supplier shall be responsible for the preparation of the site for installation of the generator, for any earthwork required, for installation of the concrete pad large enough for both the generator, for installation of the automatic transfer switch, for the completion of all field wiring and connections, for start-up of the unit, and for training the Owner's representatives in the

proper operation and maintenance of the complete installation.

3-02 TESTING, CHECK-OUT AND START-UP

- A. Supplier of the electric generating plant and associated items covered herein shall provide factory trained technicians to check out the complete installation and perform the initial start-up of the system. They shall meet with the owners operating personnel to review the operation of the complete standby system. Once the system is operational, the load will be transferred to the standby generator system to demonstrate the ability of the standby generator to assume the emergency load.
- B. Start-up and Instructions:
 - 1. On completion of the installation, perform the initial start-up by a factory-trained representative of the engine supplier.
 - 2. At the time of start-up, operating instructions and maintenance procedures shall be thoroughly explained to the Owner's operating personnel.
 - 3. Two copies of operating and maintenance instruction books shall be supplied to the Owner for the electric set and auxiliary equipment.
 - 4. One copy of special tools, operating software, connection cables and any other equipment necessary to diagnose and repair the generator set shall be supplied to the Owner.
- C. Spare Parts: At the time of start-up, the supplier shall deliver to and provide the Owner with an appropriate selection of spare parts for each generator set, at no additional cost to the Owner.

PART 4 - COMPENSATION

4-01 MEASUREMENT

- A. Standby generators shall be measured as one unit of work, complete in every way, or measured in the unit for each size and type specified, including site preparation, foundation, wiring, start-up, and all components and incidentals, and no separate measurement of any subsidiary items will be made.
- B. Structural supports required to elevate the generator set above the flood zone will be measured as one unit of work, complete in every way, or measured in the unit for each structure specified, including design, site preparation, foundation, fabrication, painting, and all components and incidentals, and no separate measurement of any subsidiary items will be made.

4-02 PAYMENT

- A. Standby generators shall be paid for as one unit of work, complete in every way, or paid for in the unit for each size and type specified, including site preparation, foundation, wiring, start-up, and all components and incidentals at the lump sum price bid, and no separate payment for any subsidiary items will be made.
- B. Structural supports required to elevate the generator set above the flood zone will be paid for as one unit of work, complete in every way, or measured in the unit for each structure specified, including design, site preparation, foundation, fabrication, painting, and all components and incidentals, and no separate payment of any subsidiary items will be made.

- C. Where not listed separately as a pay item on the Proposal, no payment shall be made for this work, but such payment shall be included in the compensation made for the other items of work.

END OF SECTION



City of Hattiesburg, MS

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

Master

File Number: 2016-2824

File ID: 2016-2824

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/25/2016

Brief Title: CDBG Programs Payment

Final Action:

Minute Book Number: MB2016-200

Title:

Approve and authorize issuance of manual check for CDBG Program Claims per attached memorandum. {Entitlement CDBG}

Notes:

Sponsors:

Enactment Date:

Attachments: Memorandum for CDBG Payments 8-2-2016

Enactment Number:

Contact:

Meeting Date: 08/02/2016

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	08/02/2016					

Text of Legislative File 2016-2824

Title

Approve and authorize issuance of manual check for CDBG Program Claims per attached memorandum. {Entitlement CDBG}

Summary

CDBG Program Claim

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: La'Keylah White
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual check for CDBG Program Claim.

DATE: August 2, 2016

Recipient:	Hollimon Construction
Activity:	Residential Rehabilitation
Program:	CDBG
Project Site:	308 Kimball Avenue
Amount Requested:	\$11,800.00
Purpose of Request:	Payment Request Final
Work Provided by:	Hollimon Construction

Hollimon Construction

Curtis Hollimon

145 Hinton Dr.

Hattiesburg, MS 39401

601-270-3164

Quishanda Lee

308 Kimball Ave.

Hattiesburg, MS 39401

- **All Light Fixture, Ceiling Fans installed**
- **All Interiors Doors installed and cabinets installed**
- **Everything Complete**
- **Material and Labor Total \$11,800.00**






City of Hattiesburg, MS

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

Master

File Number: 2016-2830

File ID: 2016-2830

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/26/2016

Brief Title: CDBG Program Payments

Final Action:

Minute Book Number: MB2016-200

Title:

Approve and authorize issuance of manual check for CDBG Program Claims per attached memorandum. {Entitlement CDBG}

Notes:

Sponsors:

Enactment Date:

Attachments: Memorandum for CDBG Payment Magic Hands
8-2-2016

Enactment Number:

Contact:

Meeting Date: 08/02/2016

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	08/02/2016					

Text of Legislative File 2016-2830

Title

Approve and authorize issuance of manual check for CDBG Program Claims per attached memorandum. {Entitlement CDBG}

Summary

CDBG Program Claims

Budget Information

Expenditure Type

Purchasing Item

Publication Information

[

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: La'Keylah White
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual check for CDBG Program Claim.

DATE: August 2, 2016

Recipient:	Magic Hands Hair Salon
Activity:	Micro Enterprise Assistance Program
Program:	CDBG
Project Site:	4010 O'Ferral Street, suite 120
Amount Requested:	\$7,681.21
Purpose of Request:	Payment Request #1
Work Provided by:	Magic Hands Hair Salon

magichands hairsalon

4010 O'Ferral St. Ste 120
Hattiesburg, Ms
601 268 3228

Equipment

Genoa Trolley Cart (3) @229.99 \$689.97
(Salon Guys)

Salon towel Packs(2) @49.99 \$99.98
(Salon Guys)

Styling Station(2) @ 684.55 \$1369.10
(Sally's Equipment)

Styling chairs(2) @ ~~\$614.00~~ ^{\$539.00} ~~\$1,228.00~~ ^{\$1,078 + \$75.46 = \$1,153.46}
(Sally's Equipment)

Steam Processor (1) @ \$1,888.00 \$1,888.00

✓ Dell Computer 3650 (1) @ \$609.89 \$609.89
(Best Buy)

Explanation:

This computer will have salon point of sale software installed on it and will be used to total Sales and check out clients paying for services rendered. It will be used to check appointments for clients who book online, marketing and promotional eblast.

✓ Storage Cart (1) @ \$199.51 \$191.53
(Home Depot)

Products

Extensions \$ 1,295.28
(Ali Express)

Labor

Jurtyne Reimonenq ~~\$800.00~~ ^{\$400}

Grand Total ~~\$8,171.75~~ ^{\$7,681.21}



City of Hattiesburg, MS

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

Master

File Number: 2016-2826

File ID: 2016-2826

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/25/2016

Brief Title: HOME Program Claims

Final Action:

Minute Book Number: MB2016-200

Title:

Approve and authorize issuance of manual checks for HOME Program Claims per attached memorandum. {Entitlement HOME}

Notes:

Sponsors:

Enactment Date:

Attachments: Memorandum for HOME Program Payments
8-2-2016

Enactment Number:

Contact:

Meeting Date: 08/02/2016

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	08/02/2016					

Text of Legislative File 2016-2826

Title

Approve and authorize issuance of manual checks for HOME Program Claims per attached memorandum. {Entitlement HOME}

Summary

HOME Program Claims

Budget Information

Expenditure Type

Purchasing Item

Publication Information

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 2, 2016

Recipient:	Millennium Construction
Activity:	Substantial Homeowner Rehabilitation
Program:	HOME
Project Site:	1203 Dabbs Street
Amount Requested:	\$46,800.00
Purpose of Request:	Payment Request #1 and Final
Work Provided by:	Millennium Construction

Recipient:	Bradley Home Improvement
Activity:	Substantial Homeowner Rehabilitation
Program:	HOME
Project Site:	408 B. J. Killingsworth Drive
Amount Requested:	\$13,604.50.00
Purpose of Request:	Payment Request Final
Work Provided by:	Bradley Home Improvement

Residential - Commercial - Government | Certificate of Responsibility # 17342-MC

Invoice

Name:	City of Hattiesburg	Date:	7/19/16
Address:			
City:	Hattiesburg MS		
Phone:			

Millennium Construction is please to submit the following estimate for furnishing labor, materials and equipment required to complete the below listed items of work.

[illegible]

On behalf of Millennium Construction, we sincerely appreciate the opportunity to submit this proposal. Please contact your estimator if you have any questions?

Reliability Integrity Knowledgeable Experience Trustworthy

This Proposal is good for 30 days upon receipt of this estimate unless otherwise noted and is subject to correction for omission and errors. This estimate is for completing the job as described above. It is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems or adverse weather conditions arise after the work has started. Any alteration or deviation from above specifications involving extra cost will be executed only upon written order. All work will have a 1 year workmanship warranty.

3254 Mallett Road, Suite C, D'Iberville, Mississippi 39540 • Office: (228) 331-1616 • Cell (228) 669-4663 • Fax: (866) 396-3317 • Milconllc@gmail.com



Bradley Home Improvement

4117 Hwy 26 West

Lucedale, MS 39452

M. & Mrs. Herman Jackson

408bJ. C Killingworth Drive

Hattiesburg, MS

City of Hattiesburg

MS Community Development

Invoice for Final Payment

Total Due

\$13,604.50

Billy J. Bradley
Date 07/25/16



City of Hattiesburg, MS

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

Master

File Number: 2016-2822

File ID: 2016-2822

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/25/2016

Brief Title: Claims Docket

Final Action:

Minute Book Number: MB2016-200

Title:

Approve claims docket for the period ending July 31, 2016.

Notes:

Sponsors:

Enactment Date:

Attachments: DOCKET 16.07-31

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	08/02/2016					

Text of Legislative File 2016-2822

Title

Approve claims docket for the period ending July 31, 2016.

Summary

Claims docket.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG

Page - 1

DOCKET OF CLAIMS

Date - 07/28/16

PERIOD ENDING JULY 31, 2016

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 AAMCO TRANS/AUTOMOTIVE S	133233	00162678	15006331	A/C REPR U#16237 STREET	07/31/16	252315	950.00-
00001 AAMCO TRANS/AUTOMOTIVE S	132329	00158570	15006495	A/C REPR U#16754 POLICE	07/31/16	252315	85.00-
00001 AAMCO TRANS/AUTOMOTIVE S	132412	00158903	15006496	WIRING REPR U#16754 POLICE	07/31/16	252315	190.00-
00001 AAMCO TRANS/AUTOMOTIVE S	133310	00162859	15006502	A/C REPAIR U#16237 STREET	07/31/16	252315	325.01-

AAMCO TRANS/AUTOMOTIVE S							
Sum							1,550.01-
00001 ACUITY GROUP OF MISSISSI	11214	00162812	15006276	MNTHLY CONTRACT HUMAN RES	07/31/16	252316	1,108.50-

ACUITY GROUP OF MISSISSI							
Sum							1,108.50-
00001 ADAPCO INC	107083	00162879	15006427	MOSQUITO SPRAYING CHEMICALS	07/31/16	252318	15,000.00-

ADAPCO INC							
Sum							15,000.00-
00001 ADVANCED JANITORIAL SERV	100968 CITY	00163072	15006623	SERVS 7/16 CITY HALL	07/31/16	252320	1,925.00-
00001 ADVANCED JANITORIAL SERV	100968 TRAFF	00163072	15006624	SERVS 7/16 TRAFFIC	07/31/16	252320	250.00-

ADVANCED JANITORIAL SERV							
Sum							2,175.00-
00001 ALWAYS IN STITCHES	2790	00162544	15006630	SHIRTS LEWIS/STEPHENS ACADEMY	07/31/16	252326	277.50-

ALWAYS IN STITCHES							
Sum							277.50-
00001 AMERICAN AIR SPECIALISTS	82885	00162606	15006500	A/C REPAIR #4 FIRE STA	07/31/16	252327	575.34-

AMERICAN AIR SPECIALISTS							
Sum							575.34-
00001 AROUND CAMPUS	CONTRACT #35	00162742	15006629	AD IN USM CALENDAR	07/31/16	252330	1,250.00-

AROUND CAMPUS							
Sum							1,250.00-
00001 AT&T	601M26940440	00201610	15006314	MNTHLY 7/8-8/7/16 POLICE	07/31/16	252331	76.00-
00001 AT&T	601M26684200	00163028	15006599	INTERACT SOFTWARE SUPPORT	07/31/16	252331	6,151.00-

AT&T							
Sum							6,227.00-
00001 AUTO ARMATURE SERVICE IN	05431	00162662	15006284	STARTER U#16008 STREET	07/31/16	252332	289.95-
00001 AUTO ARMATURE SERVICE IN	05442	00162669	15006285	BATTERY U#16082 STREET	07/31/16	252332	428.85-
00001 AUTO ARMATURE SERVICE IN	05441	00162669	15006286	BATTERY U#18608 CONSTR	07/31/16	252332	125.95-
00001 AUTO ARMATURE SERVICE IN	05601	00162826	15006391	BATTERY U#15084 STREET	07/31/16	252332	142.95-
00001 AUTO ARMATURE SERVICE IN	05602	00162826	15006392	BATTERIES U#16008 STREET	07/31/16	252332	428.85-
00001 AUTO ARMATURE SERVICE IN	05676	00162947	15006418	BATTERY U#18566 CEMETERY	07/31/16	252332	125.95-

AUTO ARMATURE SERVICE IN							

Sum								1,542.50-
00001 B & B TRAILER SALES	PO#162322 7/	00162322	15006608	TRAILER FOR PUBLIC WORKS	07/31/16	252333	4,590.00-	

B & B TRAILER SALES								
Sum							4,590.00-	
00001 BELK DEPARTMENT STORE	P935600JK00X	00162758	15006440	CLOTH ALLOW MYERS-MITCHELL	07/31/16	252336	58.65-	
00001 BELK DEPARTMENT STORE	P935600JL00Y	00162764	15006441	CLOTH ALLOW BICE POLICE	07/31/16	252336	181.17-	
00001 BELK DEPARTMENT STORE	P935600JL00X	00162786	15006442	CLOTH ALLOW MYERS-MITCHELL	07/31/16	252336	58.65-	

BELK DEPARTMENT STORE								
Sum							298.47-	
00001 BEST WAY INC	074837	00162151	15006342	GLOVES PUBLIC WORKS	07/31/16	252337	204.00-	

BEST WAY INC								
Sum							204.00-	
00001 BIKE WALK MISSISSIPPI	REG HOBGOOD	00163000	15006487	REG HOBGOOD SUMMIT BILOXI	07/31/16	252339	91.00-	

BIKE WALK MISSISSIPPI								
Sum							91.00-	
00001 BILLY INGRAM CONSTRUCTIO	PO#162343 7/	00162343	15006399	ROOF AIRPT HANGER #2	07/31/16	252340	47,800.00-	

BILLY INGRAM CONSTRUCTIO								
Sum							47,800.00-	
00001 BODY TECH INC	2123	00162785	15006388	TOWING U#18315 POLICE	07/31/16	252343	55.00-	

BODY TECH INC								
Sum							55.00-	
00001 BRACKMAN MOWER WAREHOUSE	16045	00162887	15006419	THROTTLE CABLE CEMETERY	07/31/16	252345	29.54-	

BRACKMAN MOWER WAREHOUSE								
Sum							29.54-	
00001 BROWN, JEROME (REFUNDS)	SECURITY RFD	02016650	15006480	RFD POLICE SECURITY DEPOSIT	07/31/16	252349	96.00-	

BROWN, JEROME (REFUNDS)								
Sum							96.00-	
00001 BRUCE AUTO RECYCLING	379526	00162724	15006348	TAIL GATE U#14690 CEMETERY	07/31/16	252350	150.00-	
00001 BRUCE AUTO RECYCLING	379528	00162715	15006352	SEATS U#11962 CEMETERY	07/31/16	252350	150.00-	

BRUCE AUTO RECYCLING								
Sum							300.00-	
00001 C D W GOVERNMENT	DJJ5203	00161846	15006443	PRINTERS/BATTERIES VARI UNITS	07/31/16	252356	10,686.23-	
00001 C D W GOVERNMENT	DJQ5269	00161846	15006444	PRINTERS/BATTERIES VARI UNITS	07/31/16	252356	283.95-	
00001 C D W GOVERNMENT	DKG4148	00161846	15006445	PRINTERS/BATTERIES VARI UNITS	07/31/16	252356	795.92-	
00001 C D W GOVERNMENT	DKN3747	00161846	15006446	PRINTERS/BATTERIES VARI UNITS	07/31/16	252356	45.50-	
00001 C D W GOVERNMENT	DLM3022	00161846	15006447	PRINTERS/BATTERIES VARI UNITS	07/31/16	252356	136.50-	

C D W GOVERNMENT								
Sum							11,948.10-	
00001 CAMPER CITY OF HATTIESBU	37170	00162416	15006347	TOOL BOX U#16010 CEMETERY	07/31/16	252357	289.00-	

CAMPER CITY OF HATTIESBU								

Sum												289.00-			
00001	CANON	FINANCIAL	SERVICES	1629713	00162866	15006323	COPIER	7/1-31/16	PURCHASING	07/31/16	252358	115.00-			

CANON FINANCIAL SERVICES															
Sum												115.00-			
00001	CARQUEST	AUTO	PARTS	STOR	14758-72948	00162677	15006287	REPR	PTS	U#15931	ENGR	07/31/16	252364	92.64-	
00001	CARQUEST	AUTO	PARTS	STOR	14758-73046	00162815	15006288	REPR	PTS	U#15931	ENGR	07/31/16	252364	24.17-	
00001	CARQUEST	AUTO	PARTS	STOR	14758-72677	00162548	15006351	STEERING	GEAR	BOX	FOR MULE	07/31/16	252364	219.99-	
00001	CARQUEST	AUTO	PARTS	STOR	14758-63303	00157286	15006509	REPR	PTS	POLICE	SHOP	07/31/16	252364	35.02-	
00001	CARQUEST	AUTO	PARTS	STOR	14758-63601	00158282	15006510	A/C	REPR	PTS	U#16756	POLICE	07/31/16	252364	219.07-
00001	CARQUEST	AUTO	PARTS	STOR	14758-63700	00158350	15006511	REPR	PTS/SUPP	U#16754	POLICE	07/31/16	252364	50.32-	
00001	CARQUEST	AUTO	PARTS	STOR	14758-66734	00158688	15006512	REPR	PTS	U#16769	POLICE	07/31/16	252364	25.72-	
00001	CARQUEST	AUTO	PARTS	STOR	14758-66735	00158775	15006513	REPR	PTS	U#15212/STOCK		07/31/16	252364	116.87-	
00001	CARQUEST	AUTO	PARTS	STOR	14758-66355	00159308	15006514	REPR	PTS	U#13063	POLICE	07/31/16	252364	85.57-	
00001	CARQUEST	AUTO	PARTS	STOR	14758-66371	00159503	15006515	REPR	PTS	U#17569	POLICE	07/31/16	252364	354.00-	
00001	CARQUEST	AUTO	PARTS	STOR	14758-66387	00159530	15006516	WIPER	BLADES	POLICE	STOCK	07/31/16	252364	79.50-	
00001	CARQUEST	AUTO	PARTS	STOR	14758-66432	00159613	15006517	REPR	PTS	U#19008	POLICE	07/31/16	252364	232.90-	
00001	CARQUEST	AUTO	PARTS	STOR	14758-66433	00159613	15006518	REPR	PTS	U#18328	POLICE	07/31/16	252364	143.07-	
00001	CARQUEST	AUTO	PARTS	STOR	14758-66022	00160268	15006519	REPR	PTS	U#17708	POLICE	07/31/16	252364	34.91-	
00001	CARQUEST	AUTO	PARTS	STOR	14758-68129	00160314	15006520	REPR	PTS	U#19343	POLICE	07/31/16	252364	90.38-	
00001	CARQUEST	AUTO	PARTS	STOR	14758-68422	00160485	15006521	REPR	PTS	U#17804	POLICE	07/31/16	252364	87.68-	
00001	CARQUEST	AUTO	PARTS	STOR	14758-70332	00161370	15006522	REPR	PTS	U#16653	POLICE	07/31/16	252364	104.48-	
00001	CARQUEST	AUTO	PARTS	STOR	14758-70350	00161396	15006523	REPR	PTS	U#18323	POLICE	07/31/16	252364	72.64-	
00001	CARQUEST	AUTO	PARTS	STOR	14758-70502	00161471	15006524	REPR	PTS	U#17804	POLICE	07/31/16	252364	72.03-	
00001	CARQUEST	AUTO	PARTS	STOR	14758-70503	00161471	15006525	REPR	PTS	U#17504	POLICE	07/31/16	252364	141.10-	
00001	CARQUEST	AUTO	PARTS	STOR	14758-70628	00161542	15006526	REPR	PTS	POLICE	STOCK	07/31/16	252364	57.46-	
00001	CARQUEST	AUTO	PARTS	STOR	14758-70743	00161571	15006527	REPR	PTS	U#16758	POLICE	07/31/16	252364	4.27-	
00001	CARQUEST	AUTO	PARTS	STOR	14758-70744	00161571	15006528	REPR	PTS	POLICE	STOCK	07/31/16	252364	95.88-	
00001	CARQUEST	AUTO	PARTS	STOR	14758-70745	00161571	15006529	REPR	PTS	POLICE	STOCK	07/31/16	252364	4.18-	
00001	CARQUEST	AUTO	PARTS	STOR	14758-70773	00161589	15006530	REPR	PTS	U#17708	POLICE	07/31/16	252364	236.12-	
00001	CARQUEST	AUTO	PARTS	STOR	14758-70772	00161589	15006531	REPR	PTS	U#17571	POLICE	07/31/16	252364	19	

00001	CARQUEST AUTO PARTS STOR	14758-62480	00157746	15006564	REPR PTS U#15776 STREET	07/31/16	252364	81.05-
00001	CARQUEST AUTO PARTS STOR	14758-62482	00157746	15006565	REPR PTS U#16496 SHOP	07/31/16	252364	99.54-
00001	CARQUEST AUTO PARTS STOR	14758-62477	00157746	15006566	REPR PTS SANIT STOCK	07/31/16	252364	319.72-
00001	CARQUEST AUTO PARTS STOR	14758-62479	00157746	15006567	REPR PTS SANIT STOCK	07/31/16	252364	21.75-
00001	CARQUEST AUTO PARTS STOR	14758-73683	00163049	15006609	REPR PTS U#15892 SANIT	07/31/16	252364	60.51-

CARQUEST AUTO PARTS STOR								
Sum								5,373.53-
00001	CARR, RIGGS & INGRAM	16157628	00163002	15006481	SERVS FY 2015 AUDIT BILLING	07/31/16	252365	55,000.00-

CARR, RIGGS & INGRAM								
Sum								55,000.00-
00001	CERTIFIED LABORATORIES	2336773	00161583	15006546	MOTOR OIL CITY WIDE USE	07/31/16	252370	7,243.50-

CERTIFIED LABORATORIES								
Sum								7,243.50-
00001	CITY OF HATTIESBURG FUND	TRF 2ND 7/16	02016622	15006359	TRF 2ND 7/16 PAYROLL	07/19/16	111021	1,174,855.29-

CITY OF HATTIESBURG FUND								
Sum								1,174,855.29-
00001	CLEMTS HARDWARE	115626	00162795	15006290	HAND TOOLS SANIT DEPT	07/31/16	252373	149.95-

CLEMTS HARDWARE								
Sum								149.95-
00001	COLLINS & NULL APPRAISAL	2825	00162874	15006336	SRV AVIATION EASEMENT APRSL	07/31/16	252375	2,300.00-

COLLINS & NULL APPRAISAL								
Sum								2,300.00-
00001	COMCAST CABLEVISION OF H	095776394130	00162837	15006283	CABLE ADDL OUTLET 7/16 TRAFF	07/31/16	252376	4.46-
00001	COMCAST CABLEVISION OF H	095777455960	00162996	15006486	CABLE SERV CITY HALL	07/31/16	252376	44.75-
00001	COMCAST CABLEVISION OF H	095776293904	00163003	15006492	CABLE SERV EMP MED CLINIC	07/31/16	252376	133.70-

COMCAST CABLEVISION OF H								
Sum								182.91-
00001	COMMERCIAL STATIONERY CO	384937-0	00159083	15006448	OFFICE SUPP P/F ACADEMY	07/31/16	252377	100.53-
00001	COMMERCIAL STATIONERY CO	385357-0	00159341	15006449	JANIT SUPP P/F ACADEMY	07/31/16	252377	194.47-
00001	COMMERCIAL STATIONERY CO	385357-1	00159341	15006450	JANIT SUPP P/F ACADEMY	07/31/16	252377	44.99-
00001	COMMERCIAL STATIONERY CO	385256-0	00159243	15006497	WALL CLOCK/HEATER CLASSROOM	07/31/16	252377	109.48-

COMMERCIAL STATIONERY CO								
Sum								449.47-
00001	COMSOUTH	183591	00162852	15006341	RADIO REPR CONSTR DEPT	07/31/16	252378	143.95-

COMSOUTH								
Sum								143.95-
00001	CUMMINS MID SOUTH LLC	003-76604	00162588	15006326	REPRS U#13932 FIRE DEPT	07/31/16	252381	6,076.61-

CUMMINS MID SOUTH LLC								
Sum								6,076.61-
00001	D P S CRIME LAB	90051934	00162904	15006386	ANALYTICAL FEES POLICE DEPT	07/31/16	252384	150.00-

D P S CRIME LAB

Sum							150.00-
00001	DAKTECH COMPUTERS	INV0326487	00162617	15006407	DISCOVERY 81 DESKTOP SYSTEM	07/31/16	252385 9,816.00-

DAKTECH COMPUTERS

Sum							9,816.00-
00001	DENSON OIL COMPANY INC	96152	00162329	15006430	GAS FOR FUEL STATION	07/31/16	252390 10,212.98-

DENSON OIL COMPANY INC

Sum							10,212.98-
00001	DUNAGIN PEST CONTROL(PRE	1586569	02016664	15006592	POLICE-PAST DUE INVOICE	07/31/16	252393 135.00-
00001	DUNAGIN PEST CONTROL(PRE	1496149	02016664	15006593	CITY HALL-PAST DUE INVOICE	07/31/16	252393 345.00-
00001	DUNAGIN PEST CONTROL(PRE	1823005	02016664	15006594	ENGR-PAST DUE INVOICE	07/31/16	252393 345.00-
00001	DUNAGIN PEST CONTROL(PRE	1667560	02016664	15006595	CITY BARN-PAST DUE INVOICE	07/31/16	252393 295.00-
00001	DUNAGIN PEST CONTROL(PRE	1667561	02016664	15006596	TRAIN DEPOT-PAST DUE INV	07/31/16	252393 895.00-

DUNAGIN PEST CONTROL(PRE

Sum							2,015.00-
00001	EATON, KERMAIS	TRAVEL REIMB	00162968	15006420	EXPNS MML CONF BILOXI	07/31/16	252396 74.87-

EATON, KERMAIS

Sum							74.87-
00001	ECONOMY SUPPLY CO	253973	00162451	15006291	REPLACEMENT MAILBOXES	07/31/16	252397 72.00-
00001	ECONOMY SUPPLY CO	254808	00162849	15006330	BLDG MATLS EMP MED CLINIC	07/31/16	252397 75.35-
00001	ECONOMY SUPPLY CO	254987	00162867	15006398	BLDG MATLS MCKINLEY OFFICE	07/31/16	252397 316.00-
00001	ECONOMY SUPPLY CO	255112	00162941	15006426	BLDG MATLS PUB WORKS OFFICE	07/31/16	252397 90.65-
00001	ECONOMY SUPPLY CO	255185	00163006	15006607	BLDG MATLS PUBLIC WORKS DESK	07/31/16	252397 34.22-

ECONOMY SUPPLY CO

Sum							588.22-
00001	EMERGENCY EQUIPMENT PROF	420782	00161704	15006327	SAFETY MASK FIRE INSPECTOR	07/31/16	252399 46.00-
00001	EMERGENCY EQUIPMENT PROF	420784	00162312	15006356	FIREFIGHTER HELMETS	07/31/16	252399 3,813.45-
00001	EMERGENCY EQUIPMENT PROF	420577	00162379	15006631	REPR PTS U#18098 FIRE DEPT	07/31/16	252399 470.60-
00001	EMERGENCY EQUIPMENT PROF	421065	00162975	15006632	REPR PTS U#13933 FIRE DEPT	07/31/16	252399 941.18-

EMERGENCY EQUIPMENT PROF

Sum							5,271.23-
00001	EMPIRE TRUCK SALES (H'BU	RE006023661:	00163011	15006635	REPRS U#20070 SANIT	07/31/16	252400 347.66-
00001	EMPIRE TRUCK SALES (H'BU	RE006023692:	00163020	15006636	REPRS U#16082 SANIT	07/31/16	252400 440.91-

EMPIRE TRUCK SALES (H'BU

Sum							788.57-
00001	FASTENAL COMPANY	MSHAT192104	00162833	15006425	WADERS FOR MOSQUITO SPRAYING	07/31/16	252403 236.44-

FASTENAL COMPANY

Sum							236.44-
00001	FEDERAL EXPRESS	5-478-53067	00162873	15006337	SRVS 6/30/16 ENGR DEPT	07/31/16	252405 38.69-
00001	FEDERAL EXPRESS	5-486-50112	00163023	15006606	SERVS 7/14/16 ENGR DEPT	07/31/16	252405 67.17-

FEDERAL EXPRESS

Sum							105.86-
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00001 FLUIDS INC.	10130	00162124 15006344 MINERAL OIL TOTES	07/31/16	252407	1,800.00-

FLUIDS INC.					1,800.00-
Sum					
00001 FV RECYCLING	2016-1434	00162838 15006302 RECYCLE FEES 5/16 SANIT	07/31/16	252411	46.00-
00001 FV RECYCLING	2016-1414	00162838 15006303 RECYCLE FEES 5/16 SANIT	07/31/16	252411	100.25-
00001 FV RECYCLING	2016-1382	00162838 15006304 RECYCLE FEES 5/16 SANIT	07/31/16	252411	55.50-
00001 FV RECYCLING	2016-1381	00162838 15006305 RECYCLE FEES 5/16 SANIT	07/31/16	252411	44.00-
00001 FV RECYCLING	2016-1332	00162838 15006306 RECYCLE FEES 5/16 SANIT	07/31/16	252411	77.00-
00001 FV RECYCLING	2016-1260	00162838 15006307 RECYCLE FEES 5/16 SANIT	07/31/16	252411	102.00-
00001 FV RECYCLING	2016-1113	00162838 15006308 RECYCLE FEES 4/16 SANIT	07/31/16	252411	101.00-
00001 FV RECYCLING	2016-0987	00162838 15006309 RECYCLE FEES 4/16 SANIT	07/31/16	252411	75.75-
00001 FV RECYCLING	2016-1463	00162838 15006310 RECYCLE FEES 6/16 SANIT	07/31/16	252411	77.75-

FV RECYCLING					679.25-
Sum					
00001 G & K SERVICES	1035743584	00162919 15006463 UNIFORMS 7/18 TRAFFIC	07/31/16	252417	23.40-
00001 G & K SERVICES	1035743583	00162919 15006464 UNIFORMS 7/18 CONSTR	07/31/16	252417	59.86-
00001 G & K SERVICES	1035743599	00162919 15006465 UNIFORMS 7/18 PUBLIC WORKS	07/31/16	252417	66.30-
00001 G & K SERVICES	1035743596	00162919 15006466 UNIFORMS 7/18 PUBLIC WORKS	07/31/16	252417	27.30-
00001 G & K SERVICES	1035743598	00162919 15006467 UNIFORMS 7/18 PUBLIC WORKS	07/31/16	252417	68.41-
00001 G & K SERVICES	1035743600	00162919 15006468 UNIFORMS 7/18 SHOP	07/31/16	252417	50.52-
00001 G & K SERVICES	1035743597	00162919 15006469 UNIFORMS 7/18 SANIT	07/31/16	252417	152.09-
00001 G & K SERVICES	1035743601	00162919 15006470 UNIFORMS 7/18 HEALTH	07/31/16	252417	61.88-
00001 G & K SERVICES	1035743585	00162916 15006471 MATS 7/18 TRAFFIC	07/31/16	252417	6.40-
00001 G & K SERVICES	1035743602	00162916 15006472 MOP/MAT 7/18 PUBLIC WORKS	07/31/16	252417	24.80-
00001 G & K SERVICES	1035743603	00162916 15006473 MOP/MAT 7/18 SANIT	07/31/16	252417	16.65-
00001 G & K SERVICES	1035743604	00162916 15006474 MATS 7/18 AIRPORT	07/31/16	252417	4.70-
00001 G & K SERVICES	1035739082	00163059 15006614 UNIFORMS 7/04 CEM/FORESTRY	07/31/16	252417	71.33-
00001 G & K SERVICES	1035741352	00163059 15006615 UNIFORMS 7/11 CEM/FORESTRY	07/31/16	252417	41.67-
00001 G & K SERVICES	1035743578	00163059 15006616 UNIFORMS 7/18 CEM/FORESTRY	07/31/16	252417	49.64-
00001 G & K SERVICES	1035745806	00163059 15006617 UNIFORMS 7/25 CEM/FORESTRY	07/31/16	252417	56.64-
00001 G & K SERVICES	1035739053	00163059 15006618 MOP/MAT 7/04 CEM/FORESTRY	07/31/16	252417	22.70-
00001 G & K SERVICES	1035741324	00163059 15006619 MOP/MAT 7/11 CEM/FORESTRY	07/31/16	252417	22.70-
00001 G & K SERVICES	1035743577	00163059 15006620 MOP/MAT 7/18 CEM/FORESTRY	07/31/16	252417	22.70-
00001 G & K SERVICES	1035745805	00163059 15006621 MOP/MAT 7/25 CEM/FORESTRY	07/31/16	252417	22.70-
00001 G & K SERVICES	1035745811	00163082 15006640 UNIFORMS 7/25 TRAFFIC	07/31/16	252417	23.40-
00001 G & K SERVICES	1035745825	00163082 15006641 UNIFORMS 7/25 PUBLIC WORKS	07/31/16	252417	68.41-
00001 G & K SERVICES	1035745826	00163082 15006642 UNIFORMS 7/25 PUBLIC WORKS	07/31/16	252417	67.02-
00001 G & K SERVICES	1035745823	00163082 15006643 UNIFORMS 7/25 PUBLIC WORKS	07/31/16	252417	27.30-
00001 G & K SERVICES	1035745827	00163082 15006644 UNIFORMS 7/25 SHOP	07/31/16	252417	78.52-
00001 G & K SERVICES	1035745824	00163082 15006645 UNIFORMS 7/25 SANIT	07/31/16	252417	152.09-
00001 G & K SERVICES	1035745824	00163082 15006646 UNIFORMS 7/25 HEALTH	07/31/16	252417	61.88-

G & K SERVICES					1,351.01-
Sum					
00001 GARNER LUMLEY ELECTRIC S	526689	00162729 15006508 BREAKER BOX POLICE DEPT	07/31/16	252418	83.16-

GARNER LUMLEY ELECTRIC S					83.16-
Sum					
00001 GLOBAL SECURITY INVESTIG	10100	00162891 15006381 SECURITY COMM CNTR EVENT	07/31/16	252420	192.50-

GLOBAL SECURITY INVESTIG

Sum									192.50-
00001	GREATER HATTIESBURG HOME	MBRSH	DUES	00163021	15006501	MBRSH	DUES	MITCHELL LDC	07/31/16 252423 470.00-

GREATER HATTIESBURG HOME

Sum									470.00-
00001	GULF COAST OFFICE	PRODUC	26139-0	00162727	15006324	OFFICE SUPP	PLANNING		07/31/16 252426 109.84-
00001	GULF COAST OFFICE	PRODUC	26018-0	00162287	15006432	COPY PAPER PURCH/ACCTG	DEPTS		07/31/16 252426 159.50-
00001	GULF COAST OFFICE	PRODUC	25804-0	00161477	15006434	OFFICE SUPP	PLANNING DEPT		07/31/16 252426 178.18-
00001	GULF COAST OFFICE	PRODUC	25804-1	00161477	15006435	OFFICE SUPP	PLANNING DEPT		07/31/16 252426 7.09-
00001	GULF COAST OFFICE	PRODUC	25804-2	00161477	15006436	OFFICE SUPP	PLANNING DEPT		07/31/16 252426 33.07-
00001	GULF COAST OFFICE	PRODUC	26206-0	00162942	15006437	OFFICE SUPP	PLANNING DEPT		07/31/16 252426 136.93-
00001	GULF COAST OFFICE	PRODUC	25786-0	00161401	15006454	JANIT SUPP	PUBLIC WORKS		07/31/16 252426 364.18-
00001	GULF COAST OFFICE	PRODUC	24092-0	00155241	15006457	JANIT SUPP	PUBLIC WORKS		07/31/16 252426 334.64-

GULF COAST OFFICE PRODUC

Sum									1,323.43-
00001	GULF STATES DISTRIBUTORS	1248948-IN		00162664	15006300	AMMUNITION P/F	ACADEMY		07/31/16 252427 2,276.00-

GULF STATES DISTRIBUTORS

Sum									2,276.00-
00001	HALSEN PRODUCTS COMPANY	0127646-IN		00162227	15006639	PARKING STENCIL			07/31/16 252430 62.98-

HALSEN PRODUCTS COMPANY

Sum									62.98-
00001	HANCOCK BANK TRUST & FIN	7/22/16 DUE		02016646	15006380	MDB 2001 BONDS	12/22/08		07/22/16 111043 2,115.78-

HANCOCK BANK TRUST & FIN

Sum									2,115.78-
00001	HATTIESBURG AMERICAN-ACC	H12998 51448		00162818	15006295	CITY WIDE ADS AND	NOTICES		07/31/16 252428 449.16-
00001	HATTIESBURG AMERICAN-ACC	H12998 53733		00162818	15006296	CITY WIDE ADS/NOTICES	2/16		07/31/16 252428 568.95-
00001	HATTIESBURG AMERICAN-ACC	H12998 53351		00162818	15006313	ADS/NOTICES	12/28/15-1/31/16		07/31/16 252428 160.90-

HATTIESBURG AMERICAN-ACC

Sum									1,179.01-
00001	HAVARD PEST CONTROL INC	1016788		00162853	15006339	PEST CONTROL CITY	BARN/SANIT		07/31/16 252437 220.00-
00001	HAVARD PEST CONTROL INC	1016800		00162884	15006400	PEST CONTROL HILND	CEMETERY		07/31/16 252437 40.00-
00001	HAVARD PEST CONTROL INC	1016756		02016618	15006570	SERV 7/16	POLICE COMPLEX		07/31/16 252437 125.00-
00001	HAVARD PEST CONTROL INC	1016757		02016618	15006571	SERV 7/16	POLICE SUB-ST		07/31/16 252437 40.00-
00001	HAVARD PEST CONTROL INC	1016789		02016618	15006572	SERV 7/16	FIRE ADM		07/31/16 252437 48.00-
00001	HAVARD PEST CONTROL INC	1016758		02016618	15006573	SERV 7/16	#1 FIRE STA		07/31/16 252437 50.00-
00001	HAVARD PEST CONTROL INC	1016759		02016618	15006574	SERV 7/16	#2 FIRE STA		07/31/16 252437 48.00-
00001	HAVARD PEST CONTROL INC	1016760		02016618	15006575	SERV 7/16	#3 FIRE STA		07/31/16 252437 48.00-
00001	HAVARD PEST CONTROL INC	1016762		02016618	15006576	SERV 7/16	#5 FIRE STA		07/31/16 252437 48.00-
00001	HAVARD PEST CONTROL INC	1016764		02016618	15006577	SERV 7/16	#6 FIRE STA		07/31/16 252437 48.00-
00001	HAVARD PEST CONTROL INC	1016765		02016618	15006578	SERV 7/16	#7 FIRE STA		07/31/16 252437 48.00-
00001	HAVARD PEST CONTROL INC	1016767		02016618	15006579	SERV 7/16	#8 FIRE STA		07/31/16 252437 48.00-
00001	HAVARD PEST CONTROL INC	1016769		02016618	15006580	SERV 7/16	P/F ACADEMY		07/31/16 252437 50.00-
00001	HAVARD PEST CONTROL INC	1016773		02016618	15006581	SERV 7/16	CITY HALL		07/31/16 252437 65.00-
00001	HAVARD PEST CONTROL INC	1016774		02016618	15006582	SERV 7/16	ARCHIVES		07/31/16 252437 325.00-
00001	HAVARD PEST CONTROL INC	1016783		02016618	15006583	SERV 7/16	ENGR DEPT		07/31/16 252437 55.00-

00001 HAVARD PEST CONTROL INC	1016784	02016618 15006584 SERV 7/16 TRAFFIC BLDG	07/31/16	252437	45.00-
00001 HAVARD PEST CONTROL INC	1016788	02016618 15006585 SERV 7/16 CITY BARN	07/31/16	252437	220.00-
00001 HAVARD PEST CONTROL INC	1016790	02016618 15006586 SERV 7/16 AIRPORT	07/31/16	252437	45.00-
00001 HAVARD PEST CONTROL INC	1016791	02016618 15006587 SERV 7/16 AIRPORT MAINT	07/31/16	252437	45.00-
00001 HAVARD PEST CONTROL INC	1016787	02016618 15006588 SERV 7/16 TRAIN DEPOT	07/31/16	252437	85.00-
00001 HAVARD PEST CONTROL INC	1016800	02016618 15006589 SERV 7/16 HILND CEMETERY	07/31/16	252437	40.00-
00001 HAVARD PEST CONTROL INC	1016801	02016618 15006590 SERV 7/16 SOUTH HILL CEM	07/31/16	252437	45.00-

HAVARD PEST CONTROL INC					
Sum					1,831.00-
00001 HILL, LEROY COFFEE CO IN	696016	00163018 15006484 COFFEE CUPS M/ADM	07/31/16	252438	5.85-
00001 HILL, LEROY COFFEE CO IN	696164	00163018 15006485 COFFEE SERV M/ADM	07/31/16	252438	71.71-

HILL, LEROY COFFEE CO IN					
Sum					77.56-
00001 HOBGOOD, GRANT	TRAV ADVANCE	00162986 15006439 TRAV ADV BIKE WALK SMT BILOXI	07/31/16	252439	389.92-

HOBGOOD, GRANT					
Sum					389.92-
00001 HOME DEPOT	8043912	00162393 15006416 REPLACEMENT MAILBOX	07/31/16	252440	49.78-

HOME DEPOT					
Sum					49.78-
00001 INDOFF INC	2818478	00162226 15006294 OFFICE SUPP CEMETERY	07/31/16	252445	132.04-
00001 INDOFF INC	2823901	00162536 15006301 JANIT SUPP FIRE DEPT	07/31/16	252445	882.57-
00001 INDOFF INC	2826445	00162620 15006345 OFFICE SUPP CEMETERY	07/31/16	252445	59.94-

INDOFF INC					
Sum					1,074.55-
00001 INTERFACE SECURITY SYSTE	18420225	00163085 15006637 SECURITY 8/16 HILND CEMETERY	07/31/16	252446	33.02-
00001 INTERFACE SECURITY SYSTE	18430308	00163085 15006638 SECURITY 8/16 SOUTH HILL CEM	07/31/16	252446	29.95-

INTERFACE SECURITY SYSTE					
Sum					62.97-
00001 IRBY, STUART C CO	S009672228.0	00162516 15006289 ELEC SUPP AIRPT HANGER #2	07/31/16	252447	43.86-
00001 IRBY, STUART C CO	S009686504.0	00162698 15006456 WATER COOLER ELECTRICIAN	07/31/16	252447	38.50-

IRBY, STUART C CO					
Sum					82.36-
00001 J M H GRAPHICS	8912	00162825 15006627 SHIRTS FOR ENTRY TEAM	07/31/16	252448	213.00-

J M H GRAPHICS					
Sum					213.00-
00001 JACKSON COMMUNICATIONS	S16632	00162561 15006462 LUMEN NITECORE FLASHLIGHT	07/31/16	252449	356.00-

JACKSON COMMUNICATIONS					
Sum					356.00-
00001 JEFCOAT FENCE OF HATTIES	0019566	00162430 15006354 DOUBLE GATE SCOTT ST CEMETERY	07/31/16	252452	1,030.41-

JEFCOAT FENCE OF HATTIES					
Sum					1,030.41-

00001 KEELING COMPANY (HATTIES S2983487.001 00160674 15006396 DRAIN PIPE CITY WIDE USE	07/31/16	252457	8,906.40-
KEELING COMPANY (HATTIES			-----
Sum			8,906.40-
00001 KEYES ELECTRIC INC 02873 00162214 15006610 REPR ROTATING BEACON AIRPORT	07/31/16	252459	1,507.00-
KEYES ELECTRIC INC			-----
Sum			1,507.00-
00001 LARD OIL COMPANY 0785597-IN 00162443 15006329 OIL FOR TRACTORS	07/31/16	252467	958.97-
LARD OIL COMPANY			-----
Sum			958.97-
00001 LARREMORE, DARNELLE TRAVEL RIEMB 00162967 15006421 EXPNS MML CONF BILOXI	07/31/16	252468	211.54-
LARREMORE, DARNELLE			-----
Sum			211.54-
00001 LAWRENCE PRINTING CO INC 98494 00162255 15006322 MANUAL CHECK FORM COMM BANK	07/31/16	252469	223.29-
LAWRENCE PRINTING CO INC			-----
Sum			223.29-
00001 LIGHTSEY & ASSOCIATES J M TATUM BL 00163024 15006604 APPRAISAL AVIATION EASEMENT	07/31/16	252470	500.00-
LIGHTSEY & ASSOCIATES			-----
Sum			500.00-
00001 LINEBARGER GOGGAN BLAIR 6/15/2016 02016613 15006315 POLICE FINES COLL.FEE	07/31/16	252471	2,681.80-
LINEBARGER GOGGAN BLAIR			-----
Sum			2,681.80-
00001 M & B CONCESSIONS 19082 00162552 15006383 POPCORN KITS NNO KICK-OFF	07/31/16	252472	221.70-
M & B CONCESSIONS			-----
Sum			221.70-
00001 M M C MATERIALS INC 422045 00152055 15006319 CONCRETE CITY WIDE PROJECTS	07/31/16	252473	816.00-
00001 M M C MATERIALS INC 424712 00152055 15006320 CONCRETE CITY WIDE PROJECTS	07/31/16	252473	545.70-
M M C MATERIALS INC			-----
Sum			1,361.70-
00001 MS GRASS NURSERY 27773 00161441 15006611 GRASS SOD CEMETERY	07/31/16	252482	120.00-
00001 MS GRASS NURSERY 27784 00161441 15006612 GRASS SOD CEMETERY	07/31/16	252482	120.00-
00001 MS GRASS NURSERY 27866 00161441 15006613 GRASS SOD CEMETERY	07/31/16	252482	120.00-
MS GRASS NURSERY			-----
Sum			360.00-
00001 MS MUNICIPAL LEAGUE 24460 00163088 15006634 REG MCKINLEY	07/31/16	252483	275.00-
MS MUNICIPAL LEAGUE			-----
Sum			275.00-
00001 MS POLICE SUPPLY CO INC I-947 00161442 15006410 DUTY GEAR SUPP FOR STOCK	07/31/16	252484	891.50-
MS POLICE SUPPLY CO INC			-----
Sum			891.50-

00001 MS POWER COMPANY	7/16 GENERAL	00201620	15006569	MNTHLY ELEC-GENERAL	07/31/16	252485	111,693.13-

MS POWER COMPANY							
Sum							111,693.13-
00001 MS STATE DEVELOPMENT AUT GRANT#R-103-	02016655	15006428	HCL LEVERAGE LENDER	07/25/16	111044		10,117.67-
00001 MS STATE DEVELOPMENT AUT GRANT#R-103-	02016656	15006429	HCL LEVERAGE LENDER	07/25/16	111045		10,117.67-

MS STATE DEVELOPMENT AUT							
Sum							20,235.34-
00001 MS STATE/EMP SECURITY CO 92-00131-0-0	00162948	15006458	UNEMP BENEFITS 2ND QTR 2016	07/31/16	252488		292.00-

MS STATE/EMP SECURITY CO							
Sum							292.00-
00001 MULTITECH OFFICE MACHINE 16070278	00162598	15006482	COMPUTER SUPP M/ADM	07/31/16	252490		17.95-
00001 MULTITECH OFFICE MACHINE 16070147	00162598	15006483	PRINTER SUPP INFO TECH	07/31/16	252490		894.50-

MULTITECH OFFICE MACHINE							
Sum							912.45-
00001 NAPA AUTO PARTS 548406	00162521	15006280	REPR PTS U#14147 FIRE DEPT	07/31/16	252491		119.36-
00001 NAPA AUTO PARTS 548929	00162841	15006281	REPR PTS U#18489 FIRE DEPT	07/31/16	252491		44.99-

NAPA AUTO PARTS							
Sum							164.35-
00001 NEEL-SCHAFFER INC 1038184	00162869	15006333	SRVS MS4 PROGRAM MANAGEMENT	07/31/16	252492		3,850.00-
00001 NEEL-SCHAFFER INC 1038164	00162870	15006334	SRV SAFE ROUTES/SCHL L BURNE	07/31/16	252492		2,619.30-
00001 NEEL-SCHAFFER INC 1038157-16-3	00162871	15006335	SRV 16TH AVE REALIGNMENT	07/31/16	252492		1,827.87-

NEEL-SCHAFFER INC							
Sum							8,297.17-
00001 NEWELL PAPER COMPANY 875503	00162739	15006325	PAPER SUPP CITY HALL	07/31/16	252494		375.00-

NEWELL PAPER COMPANY							
Sum							375.00-
00001 NORFOLK SOUTHERN CORP 90237585	00162860	15006355	8/16 LEASE RR ST PK LOT	07/31/16	252495		1,900.00-
NORFOLK SOUTHERN CORP							
Sum							1,900.00-
00001 OFFICE DEPOT INC 1958257981	00162878	15006431	OFFICE SUPP ACCTG DEPT	07/31/16	252497		26.01-
00001 OFFICE DEPOT INC 1957411939	00162840	15006433	OFFICE SUPP PURCHASING	07/31/16	252497		52.19-
00001 OFFICE DEPOT INC 1949515026	00162222	15006494	OFFICE SUPP POLICE DEPT	07/31/16	252497		299.14-
00001 OFFICE DEPOT INC 1936318220	00160984	15006498	PRINTER RICHARDSON P/F ACDMY	07/31/16	252497		99.91-
00001 OFFICE DEPOT INC 1943165296	00160984	15006499	OFFICE SUPP P/F ACADEMY	07/31/16	252497		210.18-
00001 OFFICE DEPOT INC 851341081001	00162824	15006625	OFFICE SUPP MPO DEPT	07/31/16	252497		115.87-
00001 OFFICE DEPOT INC 851341087001	00162824	15006626	OFFICE SUPP MPO DEPT	07/31/16	252497		183.46-

OFFICE DEPOT INC							
Sum							986.76-
00001 ORION PLANNING GROUP 2053	00162978	15006438	CONSULTANT 6/16 PLANNING	07/31/16	252498		7,987.26-

ORION PLANNING GROUP							
Sum							7,987.26-
00001 OVERHEAD DOOR CO OF HBUR 76576	00162816	15006282	BAY DOOR REPR #1 FIRE STA	07/31/16	252499		441.20-

00001 OVERHEAD DOOR CO OF HBUR 76523	00161658 15006414 BAY DOOR REPR #3 FIRE STA	07/31/16	252499	880.00-
00001 OVERHEAD DOOR CO OF HBUR 76607	00161658 15006415 BAY DOOR REPR #6 FIRE STA	07/31/16	252499	1,995.00-

OVERHEAD DOOR CO OF HBUR				
Sum				3,316.20-
00001 PALM PROPERTY DEVELOPMEN MB#2014/198-	02016651 15006477 DL RENEWAL STATION LEASE PYMT	07/31/16	252500	1,100.00-
00001 PALM PROPERTY DEVELOPMEN MB#2014/198-	02016652 15006478 DL RENEWAL STATION LEASE PYMT	07/31/16	252500	1,100.00-

PALM PROPERTY DEVELOPMEN				
Sum				2,200.00-
00001 PAUL ANDERSON ENVIRONMEN PACOH61216	00162982 15006452 ASBESTOS SAMPLES VARI LOC LDC	07/31/16	252501	1,650.00-

PAUL ANDERSON ENVIRONMEN				
Sum				1,650.00-
00001 PEARL RIVER VALLEY EPA (7/16 GENERAL	00201620 15006591 MNTHLY 7/16 PUBLIC SERVICES	07/31/16	252502	1,330.17-

PEARL RIVER VALLEY EPA (				
Sum				1,330.17-
00001 PERRY OFFICE MACHINES IN 78361	00162976 15006622 CALCULATORS ACCTG DEPT	07/31/16	252503	398.00-

PERRY OFFICE MACHINES IN				
Sum				398.00-
00001 PINE BELT MENTAL HEALTHC JUN-16	00162910 15006404 JAIL DIV GRANT EVAL CHGS 6/16	07/31/16	252505	541.92-
00001 PINE BELT MENTAL HEALTHC MAY-16	00163067 15006597 JAIL DIV GRANT CHGS 5/16	07/31/16	252505	565.11-

PINE BELT MENTAL HEALTHC				
Sum				1,107.03-
00001 PINE BELT OIL COMPANY IN 1036373	00162162 15006321 DIESEL FOR FUEL STATION	07/31/16	252506	7,230.51-
00001 PINE BELT OIL COMPANY IN 1036383	00162509 15006401 DIESEL FOR FUEL STATION	07/31/16	252506	6,689.77-
00001 PINE BELT OIL COMPANY IN 1034317	00162676 15006402 GAS FOR FUEL STATION	07/31/16	252506	8,360.42-
00001 PINE BELT OIL COMPANY IN 1036390	00162676 15006403 DIESEL FOR FUEL STATION	07/31/16	252506	5,672.50-

PINE BELT OIL COMPANY IN				
Sum				27,953.20-
00001 PINE BELT READY MIX CONC 485505	00162455 15006413 DRIVEWAY REPR #8 FIRE STA	07/31/16	252507	434.00-
00001 PINE BELT READY MIX CONC 485499	00161373 15006459 CONCRETE CITY WIDE USE	07/31/16	252507	717.50-
00001 PINE BELT READY MIX CONC 484300	00161373 15006460 CONCRETE CITY WIDE USE	07/31/16	252507	820.00-
00001 PINE BELT READY MIX CONC 484341	00161373 15006461 CONCRETE CITY WIDE USE	07/31/16	252507	512.50-

PINE BELT READY MIX CONC				
Sum				2,484.00-
00001 PINE BELT REGIONAL SOLID 100006 6/16	00162809 15006311 REFUSE DISPOSAL 6/16 SANIT	07/31/16	252508	41,343.32-

PINE BELT REGIONAL SOLID				
Sum				41,343.32-
00001 PINEBELT DOOR & HARDWARE 12170	00162317 15006601 SECURITY LOCK #2 FIRE STA	07/31/16	252509	555.00-

PINEBELT DOOR & HARDWARE				
Sum				555.00-
00001 PRESLEY, PAUL E	PETTY CASH 4 00162987 15006451 PETTY CASH FIRE DEPT	07/31/16	252514	456.38-

PRESLEY, PAUL E				

Sum								456.38-
00001 PRICE, BRUCE R.	(REFUND DAMAGE DEP R 02016649 15006479	DAMAGE DEPOSIT REFUND				07/31/16	252515	300.00-

PRICE, BRUCE R.	(REFUND							
Sum								300.00-
00001 PUCKETT MACHINERY COMPAN	P05C5608314 00162804 15006393	REPR PTS U#14956 STREET				07/31/16	252516	66.24-

PUCKETT MACHINERY COMPAN								
Sum								66.24-
00001 PUCKETT RENTS	546202-0001 00161205 15006603	HANDICAP ACCESS CAST/PLATES				07/31/16	252517	1,199.90-

PUCKETT RENTS								
Sum								1,199.90-
00001 PYLE, MILLS & DYE PA	1292-0006M S 00162999 15006488	SRVS PETAL SEWER RATE ISSUE				07/31/16	252519	2,622.50-
00001 PYLE, MILLS & DYE PA	1292-0007M 7 00162999 15006489	SERVS FAIRLEY VS CITY				07/31/16	252519	185.00-
00001 PYLE, MILLS & DYE PA	1292-0010M 7 00162999 15006490	SERVS 2015 ANNEXATION				07/31/16	252519	22,917.98-
00001 PYLE, MILLS & DYE PA	1292-0011M 7 00162999 15006491	SERVS SEWER CONTRACTS				07/31/16	252519	140.00-

PYLE, MILLS & DYE PA								
Sum								25,865.48-
00001 REGIONS BANK (SANITATION	001-0000902- 02016611 15006358	GARB TRK LEASE DUE 7/16				07/19/16	111017	41,376.52-

REGIONS BANK (SANITATION								
Sum								41,376.52-
00001 RICOH CORP	5043149335 00162811 15006298	COPIER 6/16 HUMAN RES				07/31/16	252520	180.32-
00001 RICOH CORP	5043149892 00162885 15006453	COPIER 6/16 LAND CODE				07/31/16	252520	56.56-

RICOH CORP								
Sum								236.88-
00001 RJ YOUNG COMPANY	INV1443354 00162872 15006338	COPIER 6/14-7/13/16 ENGR				07/31/16	252522	318.00-
00001 RJ YOUNG COMPANY	INV1451599 00163029 15006598	COPIER 6/14-7/15 CITY CLERK				07/31/16	252522	298.00-

RJ YOUNG COMPANY								
Sum								616.00-
00001 RJM MCQUEEN CONTRACTING	1090 00159800 15006547	TOPSOIL CITY WIDE USE				07/31/16	252523	2,000.00-
00001 RJM MCQUEEN CONTRACTING	108 00159902 15006548	GRIT CITY WIDE USE				07/31/16	252523	2,000.00-
00001 RJM MCQUEEN CONTRACTING	880 00156883 15006556	BACKFILL MATLS KAMPER PK ZOO				07/31/16	252523	2,149.00-
00001 RJM MCQUEEN CONTRACTING	1093 00157289 15006557	SIDEWALK REPR 6TH AVE				07/31/16	252523	9,730.00-
00001 RJM MCQUEEN CONTRACTING	1094 00157290 15006558	SIDEWALK REPR 6TH AVE				07/31/16	252523	6,948.00-
00001 RJM MCQUEEN CONTRACTING	1069 00162021 15006559	SWR REPR FAIRLEY-E SHORT 7TH				07/31/16	252523	4,390.00-

RJM MCQUEEN CONTRACTING								
Sum								27,217.00-
00001 RODCO, LLC	10656 00163031 15006602	PLANS REVIEW GRAHAM DENTAL				07/31/16	252524	865.05-

RODCO, LLC								
Sum								865.05-
00001 ROGERS, KEVIN & ASSOCIAT	TITLE OPINIO 00162966 15006424	2 TITLE OPINIONS LAND CODE				07/31/16	252526	500.00-

ROGERS, KEVIN & ASSOCIAT								
Sum								500.00-

00001 SACKS OUTDOOR SUPPLY	21516	00162472 15006408 CLOTH ALLOW RUPLE POLICE	07/31/16	252527	344.88-
00001 SACKS OUTDOOR SUPPLY	21515	00162478 15006409 CLOTH ALLOW BYRD POLICE	07/31/16	252527	335.77-

SACKS OUTDOOR SUPPLY					
Sum					680.65-
00001 SANSOM EQUIPMENT CO	48401	00161951 15006343 REPR PTS U#20068 SANIT	07/31/16	252528	163.81-

SANSOM EQUIPMENT CO					
Sum					163.81-
00001 SCALES BIOLOGICAL LABORA	7377	00163086 15006628 BLOOD ANALYSIS FOR CASE	07/31/16	252529	200.00-

SCALES BIOLOGICAL LABORA					
Sum					200.00-
00001 SHOWS DEARMAN & WAITS IN	19201(A)	00162877 15006397 SRV DITCH 4TH TO GORDONS CRK	07/31/16	252532	3,625.00-

SHOWS DEARMAN & WAITS IN					
Sum					3,625.00-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT 6/16-	02016614 15006316 POLICE FINES COLL.FEE	07/31/16	252536	90.00-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 6/16	02016615 15006317 POLICE FINES COLL.FEE	07/31/16	252536	4,887.06-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT3 6/16	02016616 15006318 POLICE FINES COLL.FEE	07/31/16	252536	1,775.33-

SOUTHERN FINANCIAL SYSTE					
Sum					6,752.39-
00001 SOUTHERN PINE ELECTRIC P	7/16 GENERAL	00201620 15006475 MNTHLY 7/16 PUBLIC SERVICES	07/31/16	252538	60.24-

SOUTHERN PINE ELECTRIC P					
Sum					60.24-
00001 SOUTHERN TIRE MART #9 (M	11116487	00162793 15006292 TIRES VARI SANIT UNITS	07/31/16	252540	3,800.00-

SOUTHERN TIRE MART #9 (M					
Sum					3,800.00-
00001 SOUTHERN TIRE MART LLC	9011375	00162565 15006278 ALIGNMENT U#18318 POLICE	07/31/16	252541	59.95-
00001 SOUTHERN TIRE MART LLC	11116448	00162505 15006417 TIRES U#12891 DUMP TRUCK	07/31/16	252541	760.00-
00001 SOUTHERN TIRE MART LLC	9011123	00162142 15006507 MTRCYCLE TIRE MT TOOL-SHOP	07/31/16	252541	695.00-
00001 SOUTHERN TIRE MART LLC	9009543	00160972 15006539 TIRES U#19100 POLICE	07/31/16	252541	575.23-
00001 SOUTHERN TIRE MART LLC	9009718	00161313 15006540 TIRES POLICE STOCK	07/31/16	252541	2,245.40-
00001 SOUTHERN TIRE MART LLC	9010759	00161942 15006541 TIRES U#20096/STOCK	07/31/16	252541	2,748.92-
00001 SOUTHERN TIRE MART LLC	9011086	00162284 15006542 TIRES POLICE STOCK	07/31/16	252541	2,764.12-
00001 SOUTHERN TIRE MART LLC	9009575	00160922 15006568 TIRES U#15398 ANIMAL CONTROL	07/31/16	252541	533.23-

SOUTHERN TIRE MART LLC					
Sum					10,381.85-
00001 SPEEDY PRINTING & SIGNS	22594	00162721 15006346 DESK SIGN/HOLDER L GRIFFIN	07/31/16	252542	35.00-
00001 SPEEDY PRINTING & SIGNS	22608	00162797 15006349 LETTERING U#14690 CEMETERY	07/31/16	252542	30.00-

SPEEDY PRINTING & SIGNS					
Sum					65.00-
00001 STANDARD OFFICE SUPPLY C	0063424-001	00162902 15006382 RECEIVER PAPER ACCTG DEPT	07/31/16	252543	119.90-
00001 STANDARD OFFICE SUPPLY C	0062788-001	00161645 15006384 OFFICE SUPPP LIFE OF S MS	07/31/16	252543	26.98-
00001 STANDARD OFFICE SUPPLY C	0062789-001	00161645 15006385 OFFICE SUPP LIFE OF S MS	07/31/16	252543	207.24-

STANDARD OFFICE SUPPLY C

Sum								354.12-
00001 STATE FIRE ACADEMY	24561 BURSON	00162969	15006422	REG BURSON 6/27/16 INSTR CLS	07/31/16	252544		380.00-
00001 STATE FIRE ACADEMY	24561 EDWARD	00162969	15006423	REG EDWARDS 6/27/16 INSTR CLS	07/31/16	252544		380.00-

STATE FIRE ACADEMY

Sum								760.00-
00001 TEMPLE INC	INV0153947	00158162	15006390	TRAFFIC LIGHT LENS	07/31/16	252548		1,799.20-

TEMPLE INC

Sum								1,799.20-
00001 TRUCKPRO INC	039-0610368	00162589	15006293	REPR PTS U#19948 SANIT	07/31/16	252557		712.11-

TRUCKPRO INC

Sum								712.11-
00001 TRUCKS PLUS AUTO ACCESSO	33281	00162666	15006328	INSTALL ACCESSORIES U#20088	07/31/16	252558		1,349.00-

TRUCKS PLUS AUTO ACCESSO

Sum								1,349.00-
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00001 U S GEOLOGICAL SURVEY	90458096	00163026	15006605	SRVS BOUIE RIVER FLOOD MONITR	07/31/16	252559		5,865.00-
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U S GEOLOGICAL SURVEY

Sum								5,865.00-
00001 ULINE	78360814	00162616	15006600	OFFICE SUPP MPO DEPT	07/31/16	252560		232.30-

ULINE

Sum								232.30-
00001 UNDERWOOD OUTDOOR POWER,	29529	00162775	15006279	MOWER BLADES P/F ACADEMY	07/31/16	252561		39.00-

UNDERWOOD OUTDOOR POWER,

Sum								39.00-
00001 UNITED PARCEL SERVICE IN	00008E1Y1528	00162903	15006387	LATE PYMT FEE 6/11/16 POLICE	07/31/16	252563		1.36-

UNITED PARCEL SERVICE IN

Sum								1.36-
00001 UNITED STATES TREASURY/I	2016 FORM 72	00163001	15006493	RESEARCH FEE HEALTH PLANS	07/31/16	252564		1,809.60-

UNITED STATES TREASURY/I

Sum								1,809.60-
00001 UNIVERSITY TIRE & SERVIC	487010	00159740	15006389	OIL CHANGE U#19115 MITCHELL	07/31/16	252565		30.95-

00001 UNIVERSITY TIRE & SERVIC	492756 SHOP	00162685	15006394	TIRES U#14676 SHOP	07/31/16	252565		645.28-
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00001 UNIVERSITY TIRE & SERVIC	492756 HEALT	00162685	15006395	TIRES U#20051 HEALTH	07/31/16	252565		645.28-
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00001 UNIVERSITY TIRE & SERVIC	492314	00162663	15006633	TIRES U#19101 STREET	07/31/16	252565		547.68-
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UNIVERSITY TIRE & SERVIC

Sum								1,869.19-
00001 VULCAN MATERIALS CO	50192014	00162413	15006455	LIMESTONE CITY WIDE USE	07/31/16	252574		3,426.55-

VULCAN MATERIALS CO

Sum								3,426.55-
00001 WAL-MART STORES INC	003676 & 005	00162328	15006405	SUPPLIES NNO KICK-OFF	07/31/16	252575		950.76-

00001 WAL-MART STORES INC	006544	00162619 15006406 BACK PACKS NNO KICK-OFF	07/31/16	252575	1,369.00-
00001 WAL-MART STORES INC	007834	00162125 15006411 REFRIGERATOR FOR EVIDENCE	07/31/16	252575	168.00-

WAL-MART STORES INC					
Sum					
					2,487.76-
00001 WASTE MANAGEMENT OF SOUT	0009050-2526	00162813 15006312 REFUSE DISPOSAL 6/16 SANIT	07/31/16	252577	13,160.18-

WASTE MANAGEMENT OF SOUT					
Sum					
					13,160.18-
00001 WATCH GUARD VIDEO	ACCINV000824	00162168 15006277 MICROPHONE CABLE U#18322	07/31/16	252578	32.00-
00001 WATCH GUARD VIDEO	ACCINV000806	00161760 15006412 MIC ANTENNA U#18322 POLICE	07/31/16	252578	57.00-

WATCH GUARD VIDEO					
Sum					
					89.00-
00001 WATERS INTERNATIONAL TRU	08P817084	00162847 15006350 REPR PTS U#12891 CEMETERY	07/31/16	252579	43.43-
00001 WATERS INTERNATIONAL TRU	08P816839	00162725 15006353 REPR PTS U#12891 TREE CREW	07/31/16	252579	775.16-

WATERS INTERNATIONAL TRU					
Sum					
					818.59-
00001 WHITE LENOIR, LA'KEYLAH	TRAVEL REIMB	00162817 15006299 EXPNS MML CONF BILOXI	07/31/16	252584	42.67-

WHITE LENOIR, LA'KEYLAH					
Sum					
					42.67-
00001 WILLMUT GAS & OIL COMPAN	7/16 GENERAL	00201620 15006476 MNTHLY GAS-GENERAL	07/31/16	252587	360.93-

WILLMUT GAS & OIL COMPAN					
Sum					
					360.93-

Sum					
					1,806,141.24-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2016

Date - 07/28/16

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND							
00002 ADAMS NURSERY	844661	00162803	15001564	AZELAS CAMERON FIELD	07/31/16	252317	72.00-
00002 ADAMS NURSERY	844662	00162803	15001565	AZELEAS CAMERON FIELD	07/31/16	252317	36.00-
ADAMS NURSERY							
Sum							108.00-
00002 AGRI-AFC LLC	5251486	00162426	15001583	FERTILIZER DAHMER/CAMERON	07/31/16	252322	169.08-
00002 AGRI-AFC LLC	5260304	00162953	15001589	ARMY WORM TRTMT BALLFIELDS	07/31/16	252322	516.00-
00002 AGRI-AFC LLC	5260734	00162929	15001598	CHEMICALS CITY WIDE USE	07/31/16	252322	72.00-
AGRI-AFC LLC							
Sum							757.08-
00002 AIRGAS USA LLC (NORDAN S	9053349533	00162651	15001574	HELIUM VARI CITY EVENTS	07/31/16	252324	387.95-
AIRGAS USA LLC (NORDAN S							
Sum							387.95-
00002 BRACKMAN MOWER WAREHOUSE	15714	00162768	15001571	AGRI EQUIP REPR PTS	07/31/16	252345	1,190.06-
00002 BRACKMAN MOWER WAREHOUSE	14940	00162438	15001631	REPRS VARI MOWERS	07/31/16	252345	103.77-
00002 BRACKMAN MOWER WAREHOUSE	16575	00163037	15001644	REPRS U#17998 MOWER	07/31/16	252345	119.70-
00002 BRACKMAN MOWER WAREHOUSE	16580	00163038	15001645	REPRS U#18867/19303 MOWERS	07/31/16	252345	205.93-
00002 BRACKMAN MOWER WAREHOUSE	16581	00163039	15001646	REPRS U#19464 MOWER	07/31/16	252345	323.72-
BRACKMAN MOWER WAREHOUSE							
Sum							1,943.18-
00002 BRADDOCK, ARETHA	OFFICIAL 7/6	02016653	15001604	OFFICIAL-ADULT SOFTBALL	07/31/16	252346	380.00-
BRADDOCK, ARETHA							
Sum							380.00-
00002 BUCKOS CLEANERS	42989	00161249	15001602	CLEAN TABLECLOTHS CITY EVENTS	07/31/16	252352	30.00-
BUCKOS CLEANERS							
Sum							30.00-
00002 BUTCH OUSTALET FORD INC.	76478	00159179	15001582	2016 TRUCK U#20460 REC PROG	07/31/16	252354	17,885.00-
00002 BUTCH OUSTALET FORD INC.	DELIVERY FEE	00162900	15001593	DELIVERY FEE 2016 FORD	07/31/16	252354	90.00-
BUTCH OUSTALET FORD INC.							
Sum							17,975.00-
00002 CARQUEST AUTO PARTS STOR	14758-73098	00162844	15001569	REPR PTS U#13130 TRUCK	07/31/16	252364	15.90-
00002 CARQUEST AUTO PARTS STOR	14758-69544	00160979	15001620	REPR PTS U#15928 VAN	07/31/16	252364	29.73-
00002 CARQUEST AUTO PARTS STOR	14758-69128	00160440	15001643	REPR PTS U#8667 TRUCK	07/31/16	252364	42.45-
CARQUEST AUTO PARTS STOR							
Sum							88.08-
00002 CAWTHON, ANDREW C	OFFICIAL 7/6	02016653	15001605	OFFICIAL-ADULT SOFTBALL	07/31/16	252368	440.00-
CAWTHON, ANDREW C							

Sum								440.00-
00002 CITY OF HATTIESBURG FUND TRF 2ND 7/16 02016622 15001576 TRF 2ND 7/16 PAYROLL					07/19/16	311031		86,200.09-

CITY OF HATTIESBURG FUND								
Sum								86,200.09-
00002 CLEMTS HARDWARE	115538	00162828	15001567	EQUIPMENT TARPS MAINT DIV	07/31/16	252373		477.95-

CLEMTS HARDWARE								
Sum								477.95-
00002 COURTNEY'S RESTAURANT EQ 10576		00162781	15001568	ICE MACH REPRS TIMBERTON	07/31/16	252380		805.88-

COURTNEY'S RESTAURANT EQ								
Sum								805.88-
00002 CURTIS, KELLSEY D		SPORTS SERVS 02016654	15001614	SPORTS SUPPORT SERVICES	07/31/16	252382		144.00-

CURTIS, KELLSEY D								
Sum								144.00-
00002 DAWSON, J A & CO INC	15674	00158853	15001578	SLIDES KAMPER PARK PLAYGRND	07/31/16	252388		3,448.76-
00002 DAWSON, J A & CO INC	15926	00161692	15001584	RPLCMNT SLIDE KP PLAYGRND	07/31/16	252388		1,353.61-

DAWSON, J A & CO INC								
Sum								4,802.37-
00002 DELTA SIGMA THETA SORORI CHAIN PK PAV 02016663 15001622 CHAIN PK PAVIL RFD #65988					07/31/16	252389		40.00-

DELTA SIGMA THETA SORORI								
Sum								40.00-
00002 DIXON, TIMOTHY		OFFICIAL 7/6 02016653	15001606	OFFICIAL-ADULT SOFTBALL	07/31/16	252392		140.00-

DIXON, TIMOTHY								
Sum								140.00-
00002 ECONOMY SUPPLY CO	255027	00162719	15001585	BLDG MATLS CE ROY CENTER	07/31/16	252397		64.08-

ECONOMY SUPPLY CO								
Sum								64.08-
00002 ELKINS WHOLESALE INC	283980-00	00162767	15001562	JANIT SUPP GRNDS MAINT	07/31/16	252398		582.90-
00002 ELKINS WHOLESALE INC	283980-01	00162767	15001563	JANIT SUPP GRNDS MAINT	07/31/16	252398		201.90-
00002 ELKINS WHOLESALE INC	284791-00	00162931	15001597	JANIT SUPP GRNDS MAINT	07/31/16	252398		689.08-

ELKINS WHOLESALE INC								
Sum								1,473.88-
00002 ESTERS, WILLARD (BUTCH)		OFFICIAL 7/6 02016653	15001607	OFFICIAL-ADULT SOFTBALL	07/31/16	252401		440.00-

ESTERS, WILLARD (BUTCH)								
Sum								440.00-
00002 EVERETT, RAYFORD		OFFICIAL 7/6 02016653	15001608	OFFICIAL-ADULT SOFTBALL	07/31/16	252402		420.00-

EVERETT, RAYFORD								
Sum								420.00-
00002 FERGUSON ENTERPRISES INC 5916689		00162854	15001600	PLUMB SUPP CHAIN PARK	07/31/16	252406		29.64-

FERGUSON ENTERPRISES INC

Sum								29.64-
00002 G & K SERVICES	1035739089	00163061	15001632	UNIFORMS 7/04 GRNDS MAINT	07/31/16	252417		101.93-
00002 G & K SERVICES	1035741359	00163061	15001633	UNIFORMS 7/11 GRNDS MAINT	07/31/16	252417		101.93-
00002 G & K SERVICES	1035743586	00163061	15001634	UNIFORMS 7/18 GRNDS MAINT	07/31/16	252417		109.37-
00002 G & K SERVICES	1035745813	00163061	15001635	UNIFORMS 7/25 GRNDS MAINT	07/31/16	252417		109.91-
00002 G & K SERVICES	1035739056	00163062	15001636	MATS 7/04 GRNDS MAINT	07/31/16	252417		3.40-
00002 G & K SERVICES	1035741327	00163062	15001637	MATS 7/11 GRNDS MAINT	07/31/16	252417		3.40-
00002 G & K SERVICES	1035743587	00163062	15001638	MATS 7/18 GRNDS MAINT	07/31/16	252417		3.40-
00002 G & K SERVICES	1035745814	00163062	15001639	MATS 7/25 GRNDS MAINT	07/31/16	252417		3.40-

G & K SERVICES

Sum								436.74-
00002 GARNER LUMLEY ELECTRIC S	526933	00162920	15001619	ELEC SUPP CE ROY CENTER	07/31/16	252418		89.43-

GARNER LUMLEY ELECTRIC S

Sum								89.43-
00002 GRAY DANIELS FORD	RB3520	00161766	15001587	TRUCK DELIVERY CHG PO#159180	07/31/16	252422		217.00-

GRAY DANIELS FORD

Sum								217.00-
00002 GRIFFIN, GABRIEL	OFFICIAL 7/6	02016653	15001609	OFFICIAL-ADULT SOFTBALL	07/31/16	252424		370.00-

GRIFFIN, GABRIEL

Sum								370.00-
00002 HAVARD PEST CONTROL INC	1016802	02016618	15001625	SERV 7/16 MAINT BLDG	07/31/16	252437		48.00-
00002 HAVARD PEST CONTROL INC	1016803	02016618	15001626	SERV 7/16 CARPENTER SHOP	07/31/16	252437		48.00-
00002 HAVARD PEST CONTROL INC	1016778	02016618	15001627	SERV 7/16 CAMERON FLD	07/31/16	252437		48.00-
00002 HAVARD PEST CONTROL INC	1016768	02016618	15001628	SERV 7/16 DAHMER POOL	07/31/16	252437		48.00-
00002 HAVARD PEST CONTROL INC	1016771	02016618	15001629	SERV 7/16 TIMBERTON	07/31/16	252437		75.00-

HAVARD PEST CONTROL INC

Sum								267.00-
00002 JACKSON, ROOSEVELT III	120165	00162644	15001575	PAINT TATUM SOC STORAGE ROOM	07/31/16	252450		1,465.00-

JACKSON, ROOSEVELT III

Sum								1,465.00-
00002 JONES, ANN	PETTY CASH 6	00162977	15001599	PETTY CASH GRNDS MAINT	07/31/16	252454		102.96-

JONES, ANN

Sum								102.96-
00002 KETTLEY, ANNETTE	SPORTS SERVS	02016654	15001615	SPORTS SUPPORT SERVICES	07/31/16	252458		184.00-

KETTLEY, ANNETTE

Sum								184.00-
00002 MILLER, CLIFF	OFFICIAL 7/6	02016653	15001610	OFFICIAL-ADULT SOFTBALL	07/31/16	252478		215.00-

MILLER, CLIFF

Sum								215.00-
00002 MS POWER COMPANY	7/16 PKS/REC	00201620	15001623	MNTHLY ELEC-PARKS & REC	07/31/16	252485		16,028.68-

MS POWER COMPANY

Sum								16,028.68-
00002 MS STATE/EMP SECURITY CO 92-00131-0-0 00162948 15001596 UNEMP BENEFITS 2ND QTR 2016	07/31/16	252488						590.18-

MS STATE/EMP SECURITY CO								
Sum								590.18-
00002 MS STATE/TAX COMM/TAX EX PO#162925 7/ 00162925 15001586 TAG U#20460 TRUCK	07/31/16	252489						12.00-

MS STATE/TAX COMM/TAX EX								
Sum								12.00-
00002 NEEL-SCHAFFER INC 1036839-1038 00154569 15001621 SITE TEST E HARDY ST PARK	07/31/16	252492						7,118.75-

NEEL-SCHAFFER INC								
Sum								7,118.75-
00002 NEWELL PAPER COMPANY 876192 00162930 15001640 INSECTICIDE CITY WIDE USE	07/31/16	252494						288.00-

NEWELL PAPER COMPANY								
Sum								288.00-
00002 O'NEAL STEEL-JACKSON 11327008 00162383 15001630 METAL BARS CITY HALL BENCHES	07/31/16	252496						532.20-

O'NEAL STEEL-JACKSON								
Sum								532.20-
00002 OVERHEAD DOOR CO OF HBUR 76678 00162899 15001642 ROLL-UP DOOR TATUM MAINT SHOP	07/31/16	252499						900.00-

OVERHEAD DOOR CO OF HBUR								
Sum								900.00-
00002 PHILLIPS BARK PROCESSING 115851 00162746 15001579 SAFETY MULCH CITY PLAYGRNDS	07/31/16	252504						1,690.00-

PHILLIPS BARK PROCESSING								
Sum								1,690.00-
00002 POWELL, RANDY SPORTS SERVS 02016654 15001616 SPORTS SUPPORT SERVICES	07/31/16	252511						224.00-

POWELL, RANDY								
Sum								224.00-
00002 POWER PLUS INC 47047 00162960 15001594 BLOWER REPR	07/31/16	252512						18.87-

POWER PLUS INC								
Sum								18.87-
00002 SHERWIN-WILLIAMS COMPANY 0700-4 00162533 15001580 BALLFIELD MARKING PAINT	07/31/16	252531						580.80-
00002 SHERWIN-WILLIAMS COMPANY 0789-7 00162533 15001581 BALLFIELD MARKING PAINT	07/31/16	252531						475.20-
00002 SHERWIN-WILLIAMS COMPANY 0958-5 00162788 15001601 CE ROY SIGN	07/31/16	252531						23.87-

SHERWIN-WILLIAMS COMPANY								
Sum								1,079.87-
00002 SMITH, CARLTON L OFFICIAL 7/6 02016653 15001611 OFFICIAL-ADULT SOFTBALL	07/31/16	252534						360.00-

SMITH, CARLTON L								
Sum								360.00-
00002 SOUTHERN MS PINE STRAW 10526 00162990 15001641 PINE STRAW CITY WIDE USE	07/31/16	252537						275.00-

SOUTHERN MS PINE STRAW								
Sum								275.00-
00002 SOUTHERN TIRE MART #9 (M 9011732 00162827 15001570 TIRES U#8937 TRUCK	07/31/16	252540						459.00-
00002 SOUTHERN TIRE MART #9 (M 9011879 00162938 15001592 TIRE U#2989 TRAILER	07/31/16	252540						72.37-

SOUTHERN TIRE MART #9 (M								-----
Sum								531.37-
00002	SPEEDY PRINTING & SIGNS	22596	00162732	15001590	ARCADIA/SUNSET NBRHD SIGNS	07/31/16	252542	500.00-
00002	SPEEDY PRINTING & SIGNS	22595	00162732	15001591	LETTERING U#8937	07/31/16	252542	65.00-
00002	SPEEDY PRINTING & SIGNS	22610	00162802	15001595	KP LAND/WTR CONSRVA FUND SIGN	07/31/16	252542	275.00-
00002	SPEEDY PRINTING & SIGNS	22632	00162943	15001647	DECAL SET U#20460	07/31/16	252542	65.00-

SPEEDY PRINTING & SIGNS								
Sum								905.00-
00002	TERRELL, WINSTON	OFFICIAL 7/6	02016653	15001612	OFFICIAL-ADULT SOFTBALL	07/31/16	252549	460.00-

TERRELL, WINSTON								
Sum								460.00-
00002	TITLE BOXING	P06302330101	00159552	15001649	BOXING CLUB SUPPLIES	07/31/16	252553	1,687.76-
00002	TITLE BOXING	P06302330103	00159552	15001650	BOXING CLUB SUPPLIES	07/31/16	252553	159.96-
00002	TITLE BOXING	P06302330102	00159552	15001651	BOXING CLUB SUPPLIES	07/31/16	252553	119.98-
00002	TITLE BOXING	P06302330104	00159552	15001652	BOXING CLUB SUPPLIES	07/31/16	252553	39.99-

TITLE BOXING								
Sum								2,007.69-
00002	TROTTER, COREY	OFFICIAL 7/6	02016653	15001613	OFFICIAL-ADULT SOFTBALL	07/31/16	252556	120.00-

TROTTER, COREY								
Sum								120.00-
00002	UNITED FENCE COMPANY	00017559	00162814	15001572	FENCE REPR DAHMER PARK	07/31/16	252562	490.00-
00002	UNITED FENCE COMPANY	00017558	00162814	15001573	FENCE REPR CAMERON FIELD	07/31/16	252562	375.00-

UNITED FENCE COMPANY								
Sum								865.00-
00002	USA BOXING-SOUTHERN ASSN	BOXING SANCT	00163084	15001648	REG A SMITH/J SMITH REC ADM	07/31/16	252566	200.00-

USA BOXING-SOUTHERN ASSN								
Sum								200.00-
00002	VARNADO, ALEXANDRIA	SPORTS SERVS	02016654	15001617	SPORTS SUPPORT SERVICES	07/31/16	252569	168.00-

VARNADO, ALEXANDRIA								
Sum								168.00-
00002	VARNADO, UNDREA	SPORTS SERVS	02016654	15001618	SPORTS SUPPORT SERVICES	07/31/16	252570	240.00-

VARNADO, UNDREA								
Sum								240.00-
00002	VESELY'S NURSERY	PO#162774 7/	00162774	15001566	LARGE PLANTERS CAMERON FIELD	07/31/16	252572	100.00-

VESELY'S NURSERY								
Sum								100.00-
00002	WILLIAMS, MICHELLE K	7/16 AQUATIC	00162907	15001588	7/16 AQUATIC CONTRACT	07/31/16	252586	2,500.00-

WILLIAMS, MICHELLE K								
Sum								2,500.00-
00002	WILLMUT GAS & OIL COMPAN	7/16 PARKS/R	00201620	15001603	MNTHLY GAS-PARKS & REC	07/31/16	252587	12.68-

WILLMUT GAS & OIL COMPAN
Sum

12.68-

Sum

157,721.60-

Date - 07/28/16

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
HATT.MUNICIPAL FIRE PROTECTION							
00005 GRASS HOPPER CONSTRUCTIO	PO#162458 7/	00162458	15000053	DRIVEWAY REPR #8 FIRE STA	07/31/16	252421	2,350.00-
GRASS HOPPER CONSTRUCTIO							
Sum							2,350.00-
00005 JACKSON COMMUNICATIONS	S16636	00162643	15000055	RADIO ACCESSORIES	07/31/16	252449	689.91-
00005 JACKSON COMMUNICATIONS	W19972	00160130	15000056	INSTALL EMER EQUIP U#20370	07/31/16	252449	2,453.00-
00005 JACKSON COMMUNICATIONS	W19973	00160130	15000057	INSTALL EMER EQUIP U#20371	07/31/16	252449	2,453.00-
00005 JACKSON COMMUNICATIONS	W19974	00160130	15000058	INSTALL EMER EQUIP U#20369	07/31/16	252449	2,453.00-
JACKSON COMMUNICATIONS							
Sum							8,048.91-
00005 MOTOROLA CUSTOMER CONNEC	13120205	00162592	15000059	RADIO ACCESSORIES	07/31/16	252481	1,122.90-
MOTOROLA CUSTOMER CONNEC							
Sum							1,122.90-
Sum							11,521.81-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2016

Date - 07/28/16

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount

WATER & SEWER OPERATION/MAINT.							
00009 ADVANCED JANITORIAL SERV	100968	WATER	00163072	15001534 SERV 7/16 WTR BILLING OFFICE	07/31/16	252320	495.00-

ADVANCED JANITORIAL SERV							
Sum							495.00-
00009 AERZEN USA CORP	SPI-16-00171	00161814	15001473	PUMP EQUIP PTS WTR PLANTS	07/31/16	252321	934.07-

AERZEN USA CORP							
Sum							934.07-
00009 ALLBRITTON CHAIN SAW & L	44658	00161337	15001440	PIPE SAW REPR SEWER DEPT	07/31/16	252325	17.20-
00009 ALLBRITTON CHAIN SAW & L	45283	00162939	15001510	DECK DRIVE BELT U#17738 PLT	07/31/16	252325	32.70-

ALLBRITTON CHAIN SAW & L							
Sum							49.90-
00009 BIG 10 TIRE COMPANY INC	003-18282	00161642	15001485	SERVICE BODY FOR TRANS DEPT	07/31/16	252338	7,100.00-

BIG 10 TIRE COMPANY INC							
Sum							7,100.00-
00009 BLOSSMAN GAS INC	PO#162917 7/	00162917	15001472	PROPANE FOR PLANT FORKLIFT	07/31/16	252342	72.00-

BLOSSMAN GAS INC							
Sum							72.00-
00009 BONNER ANALYTICAL TESTIN	61177	00162832	15001438	SAMPLES WHITNEY & 8TH ST	07/31/16	252344	265.00-
00009 BONNER ANALYTICAL TESTIN	61201	00162934	15001481	REPEAT LAGOONS	07/31/16	252344	1,059.72-
00009 BONNER ANALYTICAL TESTIN	60864	00162935	15001482	SAMPLES 5/16 LAGOONS	07/31/16	252344	248.50-
00009 BONNER ANALYTICAL TESTIN	60814	00162937	15001483	REPEAT 5/16 LAGOONS	07/31/16	252344	129.00-
00009 BONNER ANALYTICAL TESTIN	61238	00163054	15001528	REPEAT 7/16 NORTH LAGOON	07/31/16	252344	118.50-

BONNER ANALYTICAL TESTIN							
Sum							1,820.72-
00009 BRUNINI	213863	00162995	15001498	SRVS SANITARY SEWER OVERFLOW	07/31/16	252351	7,232.19-
00009 BRUNINI	211550	00162995	15001499	SERVS GENERAL SSO	07/31/16	252351	10,017.33-
00009 BRUNINI	213383	00162995	15001500	SERVS GENERAL 220	07/31/16	252351	17,807.98-
00009 BRUNINI	214209	00163005	15001501	SERVS GENERAL SSO'S	07/31/16	252351	9,911.18-

BRUNINI							
Sum							44,968.68-
00009 BURKETT RADIATOR SHOP	PO#162918 7/	00162918	15001511	REPRS U#14760 PLANT	07/31/16	252353	1,637.75-

BURKETT RADIATOR SHOP							
Sum							1,637.75-
00009 CARQUEST AUTO PARTS STOR	14758-62922	00158017	15001505	REPR PTS U#18705 WTR BILLING	07/31/16	252364	266.29-
00009 CARQUEST AUTO PARTS STOR	14758-69276	00160866	15001506	REPR PTS VARI WTR BILL TRUCKS	07/31/16	252364	373.12-
00009 CARQUEST AUTO PARTS STOR	14758-70208	00161306	15001507	REPR PTS U#11519 WTR BILLING	07/31/16	252364	17.98-
00009 CARQUEST AUTO PARTS STOR	14758-70395	00161410	15001508	REPR PTS U#11519 WTR BILLING	07/31/16	252364	101.82-
00009 CARQUEST AUTO PARTS STOR	14758-73687	00163053	15001523	REPR PTS U#18587/13512 TRANS	07/31/16	252364	35.42-

CARQUEST AUTO PARTS STOR								-----
Sum								794.63-
00009	CENTRAL PIPE SUPPLY INC	S100055959.0	00160718	15001486	PLUMB SUPP TRANS DEPT	07/31/16	252369	36.40-
00009	CENTRAL PIPE SUPPLY INC	S100064348.0	00162740	15001522	SPLICE KITS FOR WTR METERS	07/31/16	252369	279.50-
CENTRAL PIPE SUPPLY INC								-----
Sum								315.90-
00009	CERTIFIED LABORATORIES	2388195	00162743	15001475	CHEMICALS SEWER DEPT	07/31/16	252370	3,093.20-
00009	CERTIFIED LABORATORIES	2386987	00162748	15001476	CHEMICALS LAGOONS	07/31/16	252370	9,220.00-
CERTIFIED LABORATORIES								-----
Sum								12,313.20-
00009	CHAIN ELECTRIC COMPANY	600284	00162258	15001458	REWORK PUMP #3 PLT #2	07/31/16	252371	5,060.00-
00009	CHAIN ELECTRIC COMPANY	600265	00160134	15001460	REPLACE TRANSFER SWITCHES	07/31/16	252371	23,300.00-
CHAIN ELECTRIC COMPANY								-----
Sum								28,360.00-
00009	CINTAS FIRST AID J71	5005526076	00162945	15001497	GATORADE LAGOONS	07/31/16	252372	533.08-
CINTAS FIRST AID J71								-----
Sum								533.08-
00009	CITY OF HATTIESBURG FUND	TRF 2ND 7/16	02016622	15001454	TRF 2ND 7/16 PAYROLL	07/19/16	21957	113,266.25-
CITY OF HATTIESBURG FUND								-----
Sum								113,266.25-
00009	COBURN'S SUPPLY CO INC	609129657	00162603	15001465	PLUMB SUPP TRANS DEPT	07/31/16	252374	1,227.16-
COBURN'S SUPPLY CO INC								-----
Sum								1,227.16-
00009	COMSOUTH	182247	00158736	15001457	FLEET TRACKING WTR PLANT	07/31/16	252378	750.00-
COMSOUTH								-----
Sum								750.00-
00009	CONTROL SYSTEMS INC	52612	00162796	15001462	PLUMP EQUIP LAGOONS	07/31/16	252379	2,416.92-
00009	CONTROL SYSTEMS INC	52638	00162863	15001495	EQUIP REPR PLT #2	07/31/16	252379	3,270.48-
00009	CONTROL SYSTEMS INC	52578	00162770	15001496	COMPUTER REPR PLT #2	07/31/16	252379	221.78-
00009	CONTROL SYSTEMS INC	52654	00162963	15001526	PUMP REPR PLT #2	07/31/16	252379	639.50-
CONTROL SYSTEMS INC								-----
Sum								6,548.68-
00009	D P C ENTERPRISES LP	212001363-16	00162457	15001468	CHLORINE PLT #2	07/31/16	252383	1,143.00-
00009	D P C ENTERPRISES LP	212001364-16	00162457	15001469	CHLORINE FORREST GEN TANK	07/31/16	252383	1,103.94-
00009	D P C ENTERPRISES LP	212001365-16	00162457	15001470	CHLORINE WESLEY TANK	07/31/16	252383	919.95-
00009	D P C ENTERPRISES LP	212001426-16	00162457	15001471	CHLORINE PLT #1	07/31/16	252383	1,143.00-
D P C ENTERPRISES LP								-----
Sum								4,309.89-
00009	DIXIE COMMUNITY UTILITY	SEWER BILLIN	00162861	15001448	SEWER BILLING 6/16	07/31/16	252391	388.50-
DIXIE COMMUNITY UTILITY								-----

Sum							388.50-
00009 DUNAGIN PEST CONTROL(PRE 1496150	02016664	15001521	WTR OFFC-PAST DUE INVOICE	07/31/16	252393		295.00-

DUNAGIN PEST CONTROL(PRE							295.00-
Sum							295.00-
00009 ELKINS WHOLESALE INC	284402-00	00162857	15001456 FOAM CUPS WTR PLANT	07/31/16	252398		101.78-

ELKINS WHOLESALE INC							101.78-
Sum							101.78-
00009 FASTENAL COMPANY	MSHAT192152	00162957	15001524 VARI NUTS WTR PLANT	07/31/16	252403		79.57-

FASTENAL COMPANY							79.57-
Sum							79.57-
00009 G & K SERVICES	1035734611	00162865	15001450 UNIFORMS 6/20 WTR SERVICE MEN	07/31/16	252417		19.50-
00009 G & K SERVICES	1035736846	00162865	15001451 UNIFORMS 6/27 WTR SERVICE MEN	07/31/16	252417		19.50-
00009 G & K SERVICES	1035739104	00162865	15001452 UNIFORMS 7/04 WTR SERVICE MEN	07/31/16	252417		19.50-
00009 G & K SERVICES	1035741372	00162865	15001453 UNIFORMS 7/11 WTR SERVICE MEN	07/31/16	252417		19.50-
00009 G & K SERVICES	1035743588	00162886	15001487 UNIFORMS 7/18 TRANS	07/31/16	252417		53.72-
00009 G & K SERVICES	1035743592	00162886	15001488 MOP/MAT 7/18 PLANT	07/31/16	252417		14.40-
00009 G & K SERVICES	1035743591	00162886	15001489 UNIFORMS 7/18 PLANT	07/31/16	252417		50.51-
00009 G & K SERVICES	1035743589	00162886	15001490 UNIFORMS 7/18 SEWER	07/31/16	252417		62.40-
00009 G & K SERVICES	1035743590	00162886	15001491 UNIFORMS 7/18 LAGOON	07/31/16	252417		29.42-
00009 G & K SERVICES	1035745815	00163027	15001529 UNIFORMS 7/25 TRANS	07/31/16	252417		54.08-
00009 G & K SERVICES	1035745819	00163027	15001530 MOP/MAT 7/25 PLANT	07/31/16	252417		14.40-
00009 G & K SERVICES	1035745818	00163027	15001531 UNIFORMS 7/25 PLANT	07/31/16	252417		50.51-
00009 G & K SERVICES	1035745816	00163027	15001532 UNIFORMS 7/25 SEWER	07/31/16	252417		62.40-
00009 G & K SERVICES	1035745817	00163027	15001533 UNIFORMS 7/25 LAGOON	07/31/16	252417		29.42-

G & K SERVICES							499.26-
Sum							499.26-
00009 GILLILANDS ELECTRONICS S 62265	00162862	15001449	INTERCOM REPR WTR BILLING	07/31/16	252419		299.95-

GILLILANDS ELECTRONICS S							299.95-
Sum							299.95-
00009 HAVARD PEST CONTROL INC	1016775	02016618	15001513 SERV 7/16 WATER OFFICE	07/31/16	252437		45.00-
00009 HAVARD PEST CONTROL INC	1016793	02016618	15001514 SERV 7/16 PLT-LAKEVW LOWER	07/31/16	252437		48.00-
00009 HAVARD PEST CONTROL INC	1016794	02016618	15001515 SERV 7/16 PLT-LAKEVW UPPER	07/31/16	252437		50.00-
00009 HAVARD PEST CONTROL INC	1016795	02016618	15001516 SERV 7/16 PLT-JAMES ST	07/31/16	252437		50.00-
00009 HAVARD PEST CONTROL INC	1016796	02016618	15001517 SERV 7/16 BURKETT STA	07/31/16	252437		40.00-
00009 HAVARD PEST CONTROL INC	1016797	02016618	15001518 SERV 7/16 E LAUREL STA	07/31/16	252437		40.00-
00009 HAVARD PEST CONTROL INC	1016798	02016618	15001519 SERV 7/16 N LAGOON PLT	07/31/16	252437		40.00-

HAVARD PEST CONTROL INC							313.00-
Sum							313.00-
00009 HOME DEPOT	7890024	00162240	15001463 HAND TOOLS TRANS/SEWER	07/31/16	252440		2,385.00-
00009 HOME DEPOT	7850311	00162240	15001464 HAND TOOLS SEWER	07/31/16	252440		538.00-
00009 HOME DEPOT	1971235	00162070	15001477 POWER WASHER LAGOONS	07/31/16	252440		999.00-

HOME DEPOT							3,922.00-
Sum							3,922.00-

00009 HUGHES SUPPLY	S148008347.0	00162335	15001466	A/C REPR MILSAP OFFICE	07/31/16	252443	98.00-

HUGHES SUPPLY							98.00-
Sum							98.00-
00009 HYDRA SERVICE INC	R15988.1	00162144	15001479	PLUMB SUPP SEWER DEPT	07/31/16	252444	4,293.00-
00009 HYDRA SERVICE INC	115115	00162928	15001480	EQUIP RENT SEWER DEPT	07/31/16	252444	1,287.00-

HYDRA SERVICE INC							5,580.00-
Sum							23,400.00-
00009 L & A CONTRACTING CO	483-059	00162944	15001484	AERATOR MNT 6/20-30 LAGOONS	07/31/16	252464	23,400.00-

L & A CONTRACTING CO							23,400.00-
Sum							171.60-
00009 MCELHANEY PLUMBING INC	246590	00162820	15001435	PLUMB SUPP TRANS DEPT	07/31/16	252476	171.60-

MCELHANEY PLUMBING INC							171.60-
Sum							365.28-
00009 MINGLEDORFF'S INC	6467703-00	00162761	15001474	THERMOSTATS PLANT OFFICES	07/31/16	252479	365.28-

MINGLEDORFF'S INC							365.28-
Sum							77,990.23-
00009 MS POWER COMPANY	7/16 W&SO&M	00201620	15001512	MNTHLY ELEC-W&SO&M	07/31/16	252485	77,990.23-

MS POWER COMPANY							77,990.23-
Sum							219.17-
00009 PEARL RIVER VALLEY EPA (	7/16 W&SO&M	00201620	15001520	MNTHLY 7/16 PUBLIC SERVICES	07/31/16	252502	219.17-

PEARL RIVER VALLEY EPA (							219.17-
Sum							1,314.86-
00009 PRECISION ARMATURE SERVI	7165	00162069	15001439	REPRS PUMP #1 PLANT #1	07/31/16	252513	1,314.86-
00009 PRECISION ARMATURE SERVI	7166	00162347	15001459	ADDL AMT DUE PO#162069	07/31/16	252513	600.00-

PRECISION ARMATURE SERVI							1,914.86-
Sum							19,902.00-
00009 ROGERS-DABBS CHEVROLET H	65004	00159130	15001444	2016 TRUCK U#20447 SEWER DEPT	07/31/16	252525	19,902.00-
00009 ROGERS-DABBS CHEVROLET H	65002	00159129	15001445	2016 TRUCK U#20446 LAGOONS	07/31/16	252525	24,746.00-
00009 ROGERS-DABBS CHEVROLET H	65003	00161646	15001446	DELIVERY FEE U#20446 LAGOONS	07/31/16	252525	135.00-

ROGERS-DABBS CHEVROLET H							44,783.00-
Sum							2,517.00-
00009 SCOGGINS PUMP REPAIR	10267	00161350	15001442	PUMP REPR BEVERLY HILLS STA	07/31/16	252530	2,517.00-
00009 SCOGGINS PUMP REPAIR	10266	00162398	15001443	PUMP REPR PIEDMONT STA	07/31/16	252530	3,620.25-

SCOGGINS PUMP REPAIR							6,137.25-
Sum							54.71-
00009 SIGNS FIRST	H-56319	00162923	15001527	LETTRING U#20447 PLANT	07/31/16	252533	54.71-

SIGNS FIRST							54.71-
Sum							473.77-
00009 SOUTHERN PINE ELECTRIC P	7/16 W&SO&M	00201620	15001492	MNTHLY 7/16 PUBLIC SERVICES	07/31/16	252538	473.77-

SOUTHERN PINE ELECTRIC P

Sum							473.77-
00009 SOUTHERN PIPE & SUPPLY C 9567731-00	00160250	15001461	PLUMB SUPP DORNACH LIFT STA	07/31/16	252539		26.87-

SOUTHERN PIPE & SUPPLY C

Sum							26.87-
00009 SOUTHERN TIRE MART #9 (M 9011395	00162540	15001436	TIRES U#19845 TRANS	07/31/16	252540		510.86-
00009 SOUTHERN TIRE MART #9 (M 9011602	00162734	15001437	REPLACE STUDS/LUG NUTS U19845	07/31/16	252540		267.00-
00009 SOUTHERN TIRE MART #9 (M 9011934	00162933	15001478	TIRE U#20057 TRANS	07/31/16	252540		114.22-
00009 SOUTHERN TIRE MART #9 (M 9012031	00162991	15001494	TIRE U#20056 TRANS DEPT	07/31/16	252540		113.95-
00009 SOUTHERN TIRE MART #9 (M 9009698	00160989	15001509	TIRES U#16205 TRANS DEPT	07/31/16	252540		227.90-

SOUTHERN TIRE MART #9 (M

Sum							1,233.93-
00009 STANDARD OFFICE SUPPLY C 0062869-001	00162289	15001447	OFFICE SUPP WTR BILLING OFFC	07/31/16	252543		439.51-

STANDARD OFFICE SUPPLY C

Sum							439.51-
00009 WARREN PAVING INC 24276MB	00162637	15001467	LIMESTONE	07/31/16	252576		6,807.95-

WARREN PAVING INC

Sum							6,807.95-
00009 WATKINS & EAGAR 371601	00162997	15001502	SRVS ENVIROMENTAL WASTEWATER	07/31/16	252580		60,394.81-
00009 WATKINS & EAGAR 372166	00162997	15001503	SERVS WESTLAW ONLINE RESEARCH	07/31/16	252580		74,923.15-
00009 WATKINS & EAGAR 372622	00162997	15001504	SERVS THRU 5/31/16	07/31/16	252580		84,269.31-

WATKINS & EAGAR

Sum							219,587.27-
00009 WATTS BROTHERS TRACTOR C 01-15926	00161957	15001441	REPR PTS MINITRAC SEWER DEPT	07/31/16	252581		549.06-

WATTS BROTHERS TRACTOR C

Sum							549.06-
00009 WILLMUT GAS & OIL COMPAN 7/16 W&SO&M	00201620	15001493	MNTHLY GAS-W&SO&M	07/31/16	252587		279.03-

WILLMUT GAS & OIL COMPAN

Sum							279.03-
Sum							621,507.46-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2016

Date - 07/28/16

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER FUND							
00011 AIKENS, KENNETH S	METER DEP RF	02016642	15000668	METER DEP RFD	07/31/16	252323	31.32-
AIKENS, KENNETH S							
Sum							31.32-
00011 BARROW, STEPHANIE	METER DEP RF	02016642	15000663	METER DEP RFD	07/31/16	252334	25.84-
BARROW, STEPHANIE							
Sum							25.84-
00011 BECKER, SHEA L	METER DEP RF	02016642	15000659	METER DEP RFD	07/31/16	252335	75.00-
BECKER, SHEA L							
Sum							75.00-
00011 BLAIR JOHN	METER DEP RF	02016642	15000654	METER DEP RFD	07/31/16	252341	6.76-
BLAIR JOHN							
Sum							6.76-
00011 BROWN, CLYDE J	METER DEP RF	02016642	15000672	METER DEP RFD	07/31/16	252347	40.00-
BROWN, CLYDE J							
Sum							40.00-
00011 BROWN, DEBRA A	METER DEP RF	02016642	15000686	METER DEP RFD	07/31/16	252348	4.84-
BROWN, DEBRA A							
Sum							4.84-
00011 BYRD, ROBERT	METER DEP RF	02016642	15000690	METER DEP RFD	07/31/16	252355	22.84-
BYRD, ROBERT							
Sum							22.84-
00011 CAVALIER, JAELAUN L	METER DEP RF	02016642	15000664	METER DEP RFD	07/31/16	252367	75.00-
CAVALIER, JAELAUN L							
Sum							75.00-
00011 DAQUIOAG, JACOB M	METER DEP RF	02016642	15000689	METER DEP RFD	07/31/16	252386	75.00-
DAQUIOAG, JACOB M							
Sum							75.00-
00011 DAVIS, CHASE	METER DEP RF	02016642	15000688	METER DEP RFD	07/31/16	252387	75.00-
DAVIS, CHASE							
Sum							75.00-
00011 DYESS, MASON	METER DEP RF	02016642	15000650	METER DEP RFD	07/31/16	252394	16.32-
DYESS, MASON							
Sum							16.32-
00011 FEAGANS, MARY L	METER DEP RF	02016642	15000687	METER DEP RFD	07/31/16	252404	75.00-

FEAGANS, MARY L						
Sum						75.00-
00011 FONTENOT, KELLY	METER DEP RF	02016642 15000679	METER DEP RFD	07/31/16	252408	75.00-

FONTENOT, KELLY						
Sum						75.00-
00011 FORTENBERRY, GREGORY	METER DEP RF	02016642 15000669	METER DEP RFD	07/31/16	252409	31.32-

FORTENBERRY, GREGORY						
Sum						31.32-
00011 FORTENBERRY, REGINA	METER DEP RF	02016642 15000676	METER DEP RFD	07/31/16	252410	40.00-

FORTENBERRY, REGINA						
Sum						40.00-
00011 HANCOCK BANK CORP TRUST	23570	02016657 15000691	MDB 2013 MDBHATT1213	07/28/16	311038	2,800.00-

HANCOCK BANK CORP TRUST						
Sum						2,800.00-
00011 HARMON, CARMEL CUCINOTTA	METER DEP RF	02016642 15000656	METER DEP RFD	07/31/16	252431	16.32-

HARMON, CARMEL CUCINOTTA						
Sum						16.32-
00011 HOUSE, RALPH D	METER DEP RF	02016642 15000673	METER DEP RFD	07/31/16	252442	40.00-

HOUSE, RALPH D						
Sum						40.00-
00011 JAMISON, ALFRED B	METER DEP RF	02016642 15000658	METER DEP RFD	07/31/16	252451	7.84-

JAMISON, ALFRED B						
Sum						7.84-
00011 KARLOVICH, JENNIFER	METER DEP RF	02016642 15000675	METER DEP RFD	07/31/16	252456	40.00-

KARLOVICH, JENNIFER						
Sum						40.00-
00011 KFC - HARDY	METER DEP RF	02016642 15000671	METER DEP RFD	07/31/16	252460	40.00-

KFC - HARDY						
Sum						40.00-
00011 KITTRELL, ERIC304	METER DEP RF	02016642 15000685	METER DEP RFD	07/31/16	252462	75.00-

KITTRELL, ERIC304						
Sum						75.00-
00011 KOHNKE, JEWEL L	METER DEP RF	02016642 15000674	METER DEP RFD	07/31/16	252463	49.96-

KOHNKE, JEWEL L						
Sum						49.96-
00011 LAMAR PROPERTY & REALTY,	METER DEP RF	02016642 15000651	METER DEP RFD	07/31/16	252466	16.32-

LAMAR PROPERTY & REALTY,						
Sum						16.32-

00011 MARTIN, JESSICA	METER DEP RF 02016642 15000661 METER DEP RFD	07/31/16	252474	75.00-

MARTIN, JESSICA				75.00-
Sum				75.00-
00011 MCDANIEL, COLTON	METER DEP RF 02016642 15000683 METER DEP RFD	07/31/16	252475	75.00-

MCDANIEL, COLTON				75.00-
Sum				75.00-
00011 MORNING, SHANE J	METER DEP RF 02016642 15000681 METER DEP RFD	07/31/16	252480	75.00-

MORNING, SHANE J				75.00-
Sum				75.00-
00011 POTTS, OPAL	METER DEP RF 02016642 15000677 METER DEP RFD	07/31/16	252510	16.32-

POTTS, OPAL				16.32-
Sum				16.32-
00011 PULLIG, CLIFFORD A	METER DEP RF 02016642 15000655 METER DEP RFD	07/31/16	252518	75.00-

PULLIG, CLIFFORD A				75.00-
Sum				16.32-
00011 RITO, MYSTI LYNN	METER DEP RF 02016642 15000652 METER DEP RFD	07/31/16	252521	16.32-

RITO, MYSTI LYNN				16.32-
Sum				16.32-
00011 RYDER, JODI	WTR METER RE 02016617 15000649 WTR METER REFUND CORR	07/18/16	311030	1,352.20-

RYDER, JODI				1,352.20-
Sum				1,352.20-
00011 STRICKLAND, LILLY	METER DEP RF 02016642 15000665 METER DEP RFD	07/31/16	252545	75.00-

STRICKLAND, LILLY				75.00-
Sum				75.00-
00011 THAMES, CHELSEA	METER DEP RF 02016642 15000680 METER DEP RFD	07/31/16	252550	31.32-

THAMES, CHELSEA				31.32-
Sum				31.32-
00011 THOMAS CHERRILYN T	METER DEP RF 02016642 15000682 METER DEP RFD	07/31/16	252551	16.32-

THOMAS CHERRILYN T				16.32-
Sum				16.32-
00011 TIMMONS, WILLIAM B	METER DEP RF 02016642 15000657 METER DEP RFD	07/31/16	252552	57.64-

TIMMONS, WILLIAM B				57.64-
Sum				57.64-
00011 TRAWEEK, STEPHANIE ANNE	METER DEP RF 02016642 15000666 METER DEP RFD	07/31/16	252555	75.00-

TRAWEEK, STEPHANIE ANNE				75.00-
Sum				75.00-
00011 V H BROWN & ASSO., LLC.	METER DEP RF 02016642 15000678 METER DEP RFD	07/31/16	252567	4.25-

V H BROWN & ASSO., LLC.				4.25-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 07/28/16

PERIOD ENDING JULY 31, 2016

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
POLICE FORFEITURES FUND							
00019 TOP NOTCH EMBROIDERY	2426	00162278	15000040	TEE SHIRTS PAL SUMMER CAMP	07/31/16	252554	617.50-
TOP NOTCH EMBROIDERY							617.50-
Sum							617.50-

Date - 07/28/16

Check
Amount

406,785.00-

406,785.00-

406,785.00-

Date - 07/28/16

Check
Amount

315,973.33-
41,160.13-

357,133.46-

357,133.46-

Date - 07/28/16

Check No.	Check Amount
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CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2016

Date - 07/28/16

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MASS TRANSIT FUND							
00073 ADVANCED JANITORIAL SERV	100968	MASS	00163072	15000480 SERV 7/16 MASS TRANSIT	07/31/16	252320	345.00-
ADVANCED JANITORIAL SERV							
Sum							345.00-
00073 AMERICAN PRINTING & OFFI	6803		00162989	15000482 LETTERING U#20461/20462	07/31/16	252328	430.00-
00073 AMERICAN PRINTING & OFFI	6797		00162371	15000483 SIGN FOR BLDG	07/31/16	252328	500.00-
AMERICAN PRINTING & OFFI							
Sum							930.00-
00073 AUTO ARMATURE SERVICE IN	05664		00162915	15000462 BATTERY U#17382	07/31/16	252332	116.95-
AUTO ARMATURE SERVICE IN							
Sum							116.95-
00073 CARQUEST AUTO PARTS STOR	14758-72941		00162700	15000454 BRAKE REPR PTS U#19535 BUS	07/31/16	252364	120.91-
CARQUEST AUTO PARTS STOR							
Sum							120.91-
00073 CITY OF HATTIESBURG FUND	TRF 2ND 7/16	02016622	15000457	TRF 2ND 7/16 PAYROLL	07/19/16	111021	31,227.35-
CITY OF HATTIESBURG FUND							
Sum							31,227.35-
00073 COMSOUTH	181732		00163089	15000486 FLEET TRACKING 13 UNITS	07/31/16	252378	975.00-
COMSOUTH							
Sum							975.00-
00073 CUMMINS MID SOUTH LLC	003-73234		00162588	15000456 CORE CREDIT	07/31/16	252381	525.00
CUMMINS MID SOUTH LLC							
Sum							525.00
00073 EMPIRE TRUCK SALES (H'BU	RE0069023385		00162100	15000484 REPRS U#16235 BUS	07/31/16	252400	875.00-
EMPIRE TRUCK SALES (H'BU							
Sum							875.00-
00073 G & K SERVICES	1035730078		00162881	15000464 UNIFORMS 6/06 DRIVERS	07/31/16	252417	42.90-
00073 G & K SERVICES	1035732334		00162881	15000465 UNIFORMS 6/13 DRIVERS	07/31/16	252417	42.90-
00073 G & K SERVICES	1035734606		00162881	15000466 UNIFORMS 6/20 DRIVERS	07/31/16	252417	42.90-
00073 G & K SERVICES	1035736843		00162881	15000467 UNIFORMS 6/27 DRIVERS	07/31/16	252417	42.90-
00073 G & K SERVICES	1035730077		00162882	15000468 UNIFORMS 6/06 MECHANICS	07/31/16	252417	11.70-
00073 G & K SERVICES	1035732333		00162882	15000469 UNIFORMS 6//13 MECHANICS	07/31/16	252417	11.70-
00073 G & K SERVICES	1035734605		00162882	15000470 UNIFORMS 6/20 MECHANICS	07/31/16	252417	11.70-
00073 G & K SERVICES	1035736842		00162882	15000471 UNIFORMS 6/27 MECHANICS	07/31/16	252417	11.70-
00073 G & K SERVICES	1035730036		00162880	15000472 MATS 6/06	07/31/16	252417	5.10-
00073 G & K SERVICES	1035732295		00162880	15000473 MATS 6/13	07/31/16	252417	5.10-
00073 G & K SERVICES	1035734567		00162880	15000474 MATS 6/20	07/31/16	252417	5.10-
00073 G & K SERVICES	1035736805		00162880	15000475 MATS 6/27	07/31/16	252417	5.10-

G & K SERVICES							-----
Sum							238.80-
00073 GROVE TRANSIT	JARC 7/08/16	00162912	15000461	JARC TRIPS THRU 6/11/16	07/31/16	252425	2,901.50-

GROVE TRANSIT							
Sum							2,901.50-
00073 H'BURG HYDRAULICS INC	65235	00162806	15000455	HOSE ASSY U#16235 BUS	07/31/16	252429	169.04-

H'BURG HYDRAULICS INC							
Sum							169.04-
00073 HAVARD PEST CONTROL INC	1016799	02016618	15000478	SERV 7/16 MASS TRANSIT	07/31/16	252437	48.00-

HAVARD PEST CONTROL INC							
Sum							48.00-
00073 JERRY'S AUTOMOTIVE REPAI	17837	00162988	15000485	A/C REPR U#16761 BUS	07/31/16	252453	76.25-

JERRY'S AUTOMOTIVE REPAI							
Sum							76.25-
00073 KIMS NO BULL TOYOTA	92634	00162922	15000458	2016 JEEP U#20461	07/31/16	252461	28,975.00-

KIMS NO BULL TOYOTA							
Sum							28,975.00-
00073 MCMULLAN EQUIPMENT CO	37807	00162921	15000459	2016 JEEP U#20462	07/31/16	252477	19,650.00-
00073 MCMULLAN EQUIPMENT CO	37807 ADDL	00162962	15000460	ADDL AMT DUE PO#162921	07/31/16	252477	235.00-

MCMULLAN EQUIPMENT CO							
Sum							19,885.00-
00073 MS POWER COMPANY	7/16 MASS TR	00201620	15000477	MNTHLY ELEC-MASS TRANSIT	07/31/16	252485	543.67-

MS POWER COMPANY							
Sum							543.67-
00073 MS STATE TAX COMMISSION/	PO#162983 7/	00162983	15000463	TAGS U#20461 & 20462	07/31/16	252486	24.00-

MS STATE TAX COMMISSION/							
Sum							24.00-
00073 OFFICE DEPOT INC	1951367706	00162282	15000476	OFFICE SUPP	07/31/16	252497	88.33-

OFFICE DEPOT INC							
Sum							88.33-
00073 SPEEDY PRINTING & SIGNS	22298	00160948	15000481	BANNER STAND/TABLE THROW	07/31/16	252542	528.00-

SPEEDY PRINTING & SIGNS							
Sum							528.00-
00073 VERIZON WIRELESS	9768431291	00163060	15000479	PARATRANSIT GPS 7/11-8/10/16	07/31/16	252571	200.05-

VERIZON WIRELESS							
Sum							200.05-

Sum							87,742.85-

PERIOD ENDING JULY 31, 2016

Date

- 07/28/16

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
------	-------------

Check
Date

Check
No.

Check
Amount

WATER&SEWER CONSTRUCTION FUND

00075	CARTER & SLOOPE CONSULTI	21092	00163017	15000078	SEVS LAND APPLICATION SYSTEM	07/31/16	252366	107,045.73-
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CARTER & SLOOPE CONSULTI

Sum

00075	LAMAR PARK WATER & SEWER	SEWER BILLIN	00162985	15000077	SEWER BILLING	1/16-6/16	07/31/16	252465	4,336.00-
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LAMAR PARK WATER & SEWER

Sum

4,336.00-

Sum

111,381.73-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2016

Date - 07/28/16

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND							
00077 ADVANCED CARPET CARE & R	16611	00163033	15000439	CLEAN CARPET SHERRILL CENTER	07/31/16	252319	250.00-
ADVANCED CARPET CARE & R							
Sum							250.00-
00077 CITY OF HATTIESBURG FUND TRF 2ND 7/16		02016622	15000421	TRF 2ND 7/16 PAYROLL	07/19/16	311031	23,077.42-
CITY OF HATTIESBURG FUND							
Sum							23,077.42-
00077 COURTNEY'S RESTAURANT EQ	10569	00162905	15000424	ICE MACHINE REPR SIGLER BLDG	07/31/16	252380	192.45-
00077 COURTNEY'S RESTAURANT EQ	10572	00162905	15000425	ICE MACHINE REPR SHERRILL CTR	07/31/16	252380	303.02-
00077 COURTNEY'S RESTAURANT EQ	10571	00162905	15000426	ICE MACHINE REPR CE ROY CNTR	07/31/16	252380	303.02-
COURTNEY'S RESTAURANT EQ							
Sum							798.49-
00077 EAST JERUSALEM BAPTIST C CE ROY CENTE		02016648	15000430	DAMAGE DEPOSIT REFUND	07/31/16	252395	100.00-
EAST JERUSALEM BAPTIST C							
Sum							100.00-
00077 HARRIS, ANGELA (REFUND SHERRILL CEN		02016648	15000435	DAMAGE DEPOSIT REFUND	07/31/16	252432	100.00-
HARRIS, ANGELA (REFUND							
Sum							100.00-
00077 HATTEN, LAQUISHA (REFU CULTURAL CEN		02016648	15000434	DAMAGE DEPOSIT REFUND	07/31/16	252433	250.00-
HATTEN, LAQUISHA (REFU							
Sum							250.00-
00077 HAVARD PEST CONTROL INC	1016786	02016618	15000437	SERV 7/16 CE ROY CENTER	07/31/16	252437	48.00-
00077 HAVARD PEST CONTROL INC	1016779	02016618	15000438	SERV 7/16 SHERRILL CENTER	07/31/16	252437	115.00-
HAVARD PEST CONTROL INC							
Sum							163.00-
00077 HOPPER, DAVID (REFUND) CULTURAL CEN		02016648	15000433	DAMAGE DEPOSIT REFUND	07/31/16	252441	250.00-
HOPPER, DAVID (REFUND)							
Sum							250.00-
00077 JORDAN, VICTOR (REFUND SIGLER CENTE		02016648	15000429	DAMAGE DEPOSIT REFUND	07/31/16	252455	100.00-
JORDAN, VICTOR (REFUND							
Sum							100.00-
00077 MCELHANEY PLUMBING INC	246967	00163035	15000440	PLUMB SUPP CE ROY CENTER	07/31/16	252476	35.70-
MCELHANEY PLUMBING INC							
Sum							35.70-
00077 MS POWER COMPANY	7/16 COMM CN	00201620	15000436	MNTHLY ELEC-COMM CNTRS	07/31/16	252485	4,148.89-

Sum										4,148.89-
00077	NEW COVENANT BAPTIST CHU	CE ROY CENTE	02016648	15000431	DAMAGE DEPOSIT REFUND		07/31/16	252493		100.00-

NEW COVENANT BAPTIST CHU										
Sum										100.00-
00077	SOLAR SUPPLY INC		3481503	00162733	15000423 A/C SUPP COMM CNTRS		07/31/16	252535		212.96-

SOLAR SUPPLY INC										
Sum										212.96-
00077	TATUM, FELDER	(REFUND) CE ROY CENTE	02016648	15000432	DAMAGE DEPOSIT REFUND		07/31/16	252546		100.00-

TATUM, FELDER (REFUND)										
Sum										100.00-
00077	TAYLOR, APRIL DUPREE	(RE SIGLER CENTE	02016648	15000428	DAMAGE DEPOSIT REFUND		07/31/16	252547		175.00-

TAYLOR, APRIL DUPREE (RE										
Sum										175.00-
00077	WILLMUT GAS & OIL COMPAN	7/16 COMM CN	00201620	15000427	MNTHLY GAS-COMM CNTRS		07/31/16	252587		34.98-

WILLMUT GAS & OIL COMPAN										
Sum										34.98-

Sum										29,896.44-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2016

Date - 07/28/16

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount

SPECIAL SALES TAX-T&A							
00107 H'BURG CONVENTION COMMIS	FOOD/BEVERAG	02016621	15000021	FOOD/BEVERAGE TAX 6/16	07/19/16	111020	424,727.51-

H'BURG CONVENTION COMMIS							424,727.51-
Sum							71,670.04-
00107 H'BURG TOURISM COMMISSIO	MOTEL SALES	02016620	15000019	MOTEL SALES TAX 6/16	07/19/16	111018	71,670.04-

H'BURG TOURISM COMMISSIO							71,670.04-
Sum							-----
Sum							496,397.55-

Grand Total Level							4,156,647.99-
Sum							

City of Hattiesburg, MS

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



Meeting Agenda - Final

Tuesday, August 2, 2016

4:00 PM

Council Chambers

City Council - Amendments to the Agenda

Add Policy Agenda Items VI. - 12 - VI. - 15 at the request of the Council and the Administration as follows:

VI. - 12 [2016-2844](#) Rescind Resolution Number 2016-59, adopted April 28, 2016, approving the sale of Mississippi Development Bank Taxable Special Obligation Bonds, Series 2016, in the amount of \$25,000,000, to Regions Commercial Equipment Finance, LLC, to allow the negotiation of a more favorable financing structure for the Bank Bonds and the Bank's loan to the City.

VI. - 13 [2016-2842](#) Adopt Resolution terminating the City's efforts toward a Land Application Wastewater Treatment System (LAS) as its preferred solution for the City's future wastewater treatment needs, suspending all efforts toward implementation of the LAS, and authorizing the City to move forward with the development and construction of a mechanical wastewater treatment plant.

Attachments: [RES-Terminating LAS 8-2-16](#)
[executed RES-Terminating LAS 8-2-16 RES#2016-116](#)

VI. - 14 [2016-2843](#) Adopt Resolution terminating the City of Hattiesburg's existing contract with Carter & Sloope consulting engineers for engineering design and related services for the design of the LAS project.

Attachments: [RES-Terminate Carter Sloope Contract 8-2-16](#)
[executed RES-Terminate Carter Sloope Contract 8-2-16 RES#2016-117](#)

VI. - 15 [2016-2841](#) Acknowledge receipt of judgement, Case No. 2:13-CV- 8 KS-MTP Bivens et al versus City of Hattiesburg et al; authorize issuance of manual check in the amount of \$150,000.00 in accordance with judgement.



City of Hattiesburg, MS

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

Master

File Number: 2016-2844

File ID: 2016-2844

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/02/2016

Brief Title: Rescind Resolution Number 2016-59, approving the sale of Mississippi Development Bank Taxable Special Obligation Bonds in the amount of \$25,000,000.

Final Action: 08/02/2016

Minute Book Number: MB2016-197-198

Title:

Rescind Resolution Number 2016-59, adopted April 28, 2016, approving the sale of Mississippi Development Bank Taxable Special Obligation Bonds, Series 2016, in the amount of \$25,000,000, to Regions Commercial Equipment Finance, LLC, to allow the negotiation of a more favorable financing structure for the Bank Bonds and the Bank's loan to the City.

Notes:

Sponsors:

Enactment Date:

Attachments:

Enactment Number:

Contact:

Meeting Date: 08/02/2016

Drafter: Debbie Bernardo

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	08/02/2016					
1	City Council	08/02/2016	Rescind				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Rescind Resolution Number 2016-59, adopted April 28, 2016, approving the sale of Mississippi Development Bank Taxable Special Obligation Bonds, Series 2016, in the amount of \$25,000,000, to Regions Commercial Equipment Finance, LLC, to allow the negotiation of a more favorable financing structure for the Bank Bonds and the Bank's loan to the City.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Delgado

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

TEL-No Vote: 0

Text of Legislative File 2016-2844

Title

Rescind Resolution Number 2016-59, adopted April 28, 2016, approving the sale of Mississippi Development Bank Taxable Special Obligation Bonds, Series 2016, in the amount of \$25,000,000, to Regions Commercial Equipment Finance, LLC, to allow the negotiation of a more favorable financing structure for the Bank Bonds and the Bank's loan to the City.

Summary

Rescind Resolution Number 2016-59, approving the sale of Mississippi Development Bank Taxable Special Obligation Bonds in the amount of \$25,000,000.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



City of Hattiesburg, MS

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

Master

File Number: 2016-2842

File ID: 2016-2842

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 08/02/2016

Final Action: 08/02/2016

Brief Title: Adopt Resolution terminating efforts toward a Land Application Wastewater Treatment System and authorizing City to move forward with development and construction of a mechanical wastewater treatment plant.

Minute Book Number: MB2016-198

Title:

Adopt Resolution terminating the City's efforts toward a Land Application Wastewater Treatment System (LAS) as its preferred solution for the City's future wastewater treatment needs, suspending all efforts toward implementation of the LAS, and authorizing the City to move forward with the development and construction of a mechanical wastewater treatment plant.

Notes:

Sponsors:

Enactment Date:

Attachments: RES-Terminating LAS 8-2-16, executed
RES-Terminating LAS 8-2-16 RES#2016-116

Enactment Number:

Contact:

Meeting Date: 08/02/2016

Drafter: Debbie Bernardo

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	08/02/2016					
1	City Council	08/02/2016	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt Resolution terminating the City's efforts toward a Land Application Wastewater Treatment System (LAS) as its preferred solution for the City's future wastewater treatment needs, suspending all efforts toward implementation of the LAS, and authorizing the City to move forward with the development and construction of a mechanical wastewater treatment plant.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Delgado

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

TEL-No Vote: 0

Text of Legislative File 2016-2842

Title

Adopt Resolution terminating the City's efforts toward a Land Application Wastewater Treatment System (LAS) as its preferred solution for the City's future wastewater treatment needs, suspending all efforts toward implementation of the LAS, and authorizing the City to move forward with the development and construction of a mechanical wastewater treatment plant.

Summary

Adopt Resolution terminating efforts toward a Land Application Wastewater Treatment System and authorizing City to move forward with development and construction of a mechanical wastewater treatment plant.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION

RESOLUTION OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”), TERMINATING THE CITY’S EFFORTS TOWARD A LAND APPLICATION WASTEWATER TREATMENT SYSTEM (“LAS”) AS ITS PREFERRED SOLUTION FOR THE CITY’S FUTURE WASTEWATER TREATMENT NEEDS, SUSPENDING ALL EFFORTS TOWARD IMPLEMENTATION OF THE LAS, AND AUTHORIZING THE CITY TO MOVE FORWARD WITH THE DEVELOPMENT AND CONSTRUCTION OF A MECHANICAL WASTEWATER TREATMENT PLANT.

WHEREAS, Mississippi House Bill No. 1529 grants the City of Hattiesburg the authority to enter into a contract for collecting, storing, transporting, treating and disposing of wastewater, and/or to enter into an agreement for operating the City’s wastewater systems, and to lease all or part of the City’s wastewater systems; and,

WHEREAS, on January 6, 2016, the City reaffirmed its intent to move forward with the development and construction of the LAS to handle the City’s future wastewater needs (“LAS project”); and,

WHEREAS, the City Council has now determined that although the LAS project remains technically feasible, other obstacles to the LAS project cannot be overcome within the time constraints set forth by the Consent Decree; and,

WHEREAS, these changes in circumstances require that all efforts on the development of the LAS project, including all development, design and land acquisition work by the City’s attorneys, engineers, appraisers, and other contracting parties, be terminated, and that the City move forward with the development and construction of a mechanical treatment system.

NOW, THEREFORE, BE IT RESOLVED THAT THE MAYOR and CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, HEREBY:

- (i) Terminate the implementation of a LAS for the City’s future wastewater treatment needs;
- (ii) Suspend all efforts by the City’s attorneys, engineers, appraisers, and other contracting parties as they relate to the design and construction of the LAS project;
- (iii) Authorize the City, by and through its attorneys, Watkins & Eager, PLLC, to terminate all existing contracts and agreements for land acquisitions and leases relating to the LAS project, including the City’s land lease with the Forrest County School District, and the agreement with Groundworx, LLC for the acquisition of land and permit transfer for the LAS Project.
- (iv) Authorize the City to move forward with the design, development and construction of a mechanical treatment plant for the City’s future wastewater treatment needs; and
- (v) Authorize Watkins & Eager, PLLC to negotiate and seek reasonable amendments to, or relief from, the Consent Decree as may be necessitated by the mechanical treatment plant construction schedule, and to complete or resolve any remaining obligations or tasks with respect to the LAS Project.

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 the City Council, the President of the City Council declared the motion carried and the Resolution adopted, this the 2nd day of August, A.D., 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of August, 2016.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

RESOLUTION

RESOLUTION OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY"), TERMINATING THE CITY'S EFFORTS TOWARD A LAND APPLICATION WASTEWATER TREATMENT SYSTEM ("LAS") AS ITS PREFERRED SOLUTION FOR THE CITY'S FUTURE WASTEWATER TREATMENT NEEDS, SUSPENDING ALL EFFORTS TOWARD IMPLEMENTATION OF THE LAS, AND AUTHORIZING THE CITY TO MOVE FORWARD WITH THE DEVELOPMENT AND CONSTRUCTION OF A MECHANICAL WASTEWATER TREATMENT PLANT.

WHEREAS, Mississippi House Bill No. 1529 grants the City of Hattiesburg the authority to enter into a contract for collecting, storing, transporting, treating and disposing of wastewater, and/or to enter into an agreement for operating the City's wastewater systems, and to lease all or part of the City's wastewater systems; and,

WHEREAS, on January 6, 2016, the City reaffirmed its intent to move forward with the development and construction of the LAS to handle the City's future wastewater needs ("LAS project"); and,

WHEREAS, the City Council has now determined that although the LAS project remains technically feasible, other obstacles to the LAS project cannot be overcome within the time constraints set forth by the Consent Decree; and,

WHEREAS, these changes in circumstances require that all efforts on the development of the LAS project, including all development, design and land acquisition work by the City's attorneys, engineers, appraisers, and other contracting parties, be terminated, and that the City move forward with the development and construction of a mechanical treatment system.

NOW, THEREFORE, BE IT RESOLVED THAT THE MAYOR and CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, HEREBY:

- (i) Terminate the implementation of a LAS for the City's future wastewater treatment needs;
- (ii) Suspend all efforts by the City's attorneys, engineers, appraisers, and other contracting parties as they relate to the design and construction of the LAS project;
- (iii) Authorize the City, by and through its attorneys, Watkins & Eager, PLLC, to terminate all existing contracts and agreements for land acquisitions and leases relating to the LAS project, including the City's land lease with the Forrest County School District, and the agreement with Groundworx, LLC for the acquisition of land and permit transfer for the LAS Project.
- (iv) Authorize the City to move forward with the design, development and construction of a mechanical treatment plant for the City's future wastewater treatment needs; and
- (v) Authorize Watkins & Eager, PLLC to negotiate and seek reasonable amendments to, or relief from, the Consent Decree as may be necessitated by the mechanical treatment plant construction schedule, and to complete or resolve any remaining obligations or tasks with respect to the LAS Project.

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

YEAS: Bradley
Carroll
Dryden
Naylor

NAYS: None

ABSENT: Delgado

The motion having received the affirmative vote of the City Council, the President of the City Council declared the motion carried and the Resolution adopted, this the 2nd day of August, A.D., 2016.

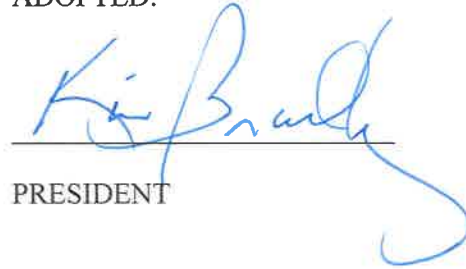
(SEAL)

ATTEST:

A handwritten signature in blue ink, appearing to read "Debra K. Bernard", written over a horizontal line.

CLERK OF COUNCIL

ADOPTED:

A handwritten signature in blue ink, appearing to read "Kip Brault", written over a horizontal line.

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of August, 2016.

ATTEST:

A handwritten signature in blue ink, appearing to read "K. E. B.", written over a horizontal line.

CITY CLERK

APPROVED:

A handwritten signature in blue ink, appearing to read "Jimmy J. Davis", written over a horizontal line.

MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2016-2843

File ID: 2016-2843

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 08/02/2016

Brief Title: Adopt Resolution terminating the City's contract with Carter & Sloope for design of the LAS project.

Final Action: 08/02/2016

Minute Book Number: MB2016-198

Title:

Adopt Resolution terminating the City of Hattiesburg's existing contract with Carter & Sloope consulting engineers for engineering design and related services for the design of the LAS project.

Notes:

Sponsors:

Enactment Date:

Attachments: RES-Terminate Carter Sloope Contract 8-2-16, executed RES-Terminate Carter Sloope Contract 8-2-16 RES#2016-117

Enactment Number:

Contact:

Meeting Date: 08/02/2016

Drafter: Debbie Bernardo

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	08/02/2016					
1	City Council	08/02/2016	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt Resolution terminating the City of Hattiesburg's existing contract with Carter & Sloope consulting engineers for engineering design and related services for the design of the LAS project.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Carroll, Dryden and Naylor							
Nays: 0							
Absent: 1 - Delgado							
Yea: 4 Council Member Bradley Council Member Carroll Council Member Dryden Council Member Naylor							

Text of Legislative File 2016-2843

Title

Adopt Resolution terminating the City of Hattiesburg's existing contract with Carter & Sloope consulting engineers for engineering design and related services for the design of the LAS project.

Summary

Adopt Resolution terminating the City's contract with Carter & Sloope for design of the LAS project.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION

RESOLUTION OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”), TERMINATING ITS EXISTING CONTRACT WITH CARTER & SLOOPE CONSULTING ENGINEERS FOR ENGINEERING DESIGN AND RELATED SERVICES FOR THE DESIGN OF THE LAS PROJECT.

WHEREAS, the City on January 6, 2016, reaffirmed its intent to move forward with the development and construction of the LAS to handle the City’s future wastewater needs (“LAS project”); and,

WHEREAS, the City also on January 6, 2016, entered into a contract for engineering design and related services with Carter & Sloope Consulting Engineers (“Engineering Contract”); and,

WHEREAS, although the LAS project remains technically feasible, other obstacles to the LAS project could not be overcome within the time constraints set forth by the Consent Decree; and,

WHEREAS, these changes in circumstances require that the Engineering Contract be terminated and that the City complete any and all closeout obligations under the terms of the contract.

NOW THEREFORE, BE IT RESOLVED THAT THE MAYOR and/or CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, HEREBY:

Authorize(s) the City, by and through its attorneys, Watkins & Eager, PLLC, to terminate the City’s existing Engineering Contract and the recently approved agreement for Additional Work, and for work to be conducted under the Limited Notice to Proceed with Carter & Sloope Consulting Engineers, as provided for under the terms of the agreements, and to complete any and all closeout obligations required thereunder.

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 the City Council, the President of the City Council declared the motion carried and the Resolution adopted, this the 2nd day of August , A.D., 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of August, 2016.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

RESOLUTION

RESOLUTION OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY"), TERMINATING ITS EXISTING CONTRACT WITH CARTER & SLOOPE CONSULTING ENGINEERS FOR ENGINEERING DESIGN AND RELATED SERVICES FOR THE DESIGN OF THE LAS PROJECT.

WHEREAS, the City on January 6, 2016, reaffirmed its intent to move forward with the development and construction of the LAS to handle the City's future wastewater needs ("LAS project"); and,

WHEREAS, the City also on January 6, 2016, entered into a contract for engineering design and related services with Carter & Sloope Consulting Engineers ("Engineering Contract"); and,

WHEREAS, although the LAS project remains technically feasible, other obstacles to the LAS project could not be overcome within the time constraints set forth by the Consent Decree; and,

WHEREAS, these changes in circumstances require that the Engineering Contract be terminated and that the City complete any and all closeout obligations under the terms of the contract.

NOW THEREFORE, BE IT RESOLVED THAT THE MAYOR and/or CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, HEREBY:

Authorize(s) the City, by and through its attorneys, Watkins & Eager, PLLC, to terminate the City's existing Engineering Contract and the recently approved agreement for Additional Work, and for work to be conducted under the Limited Notice to Proceed with Carter & Sloope Consulting Engineers, as provided for under the terms of the agreements, and to complete any and all closeout obligations required thereunder.

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

YEAS:

Bradley
Carroll
Dryden
Naylor

NAYS:

None

ABSENT:

Delgado

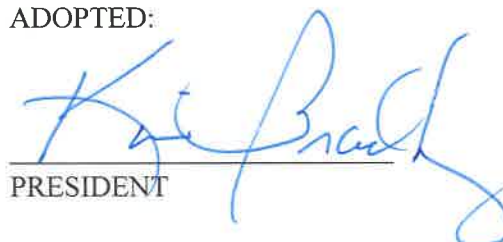
The motion having received the affirmative vote of the City Council, the President of the City Council declared the motion carried and the Resolution adopted, this the 2nd day of August, A.D., 2016.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd 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: 2016-2841

File ID: 2016-2841

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 08/02/2016

Final Action: 08/02/2016

Brief Title: Judgement in the case of Bivens et al Vs. City of Hattiesburg et al; authorizing issuance of manual check.

Minute Book Number: MB2016-198-199

Title:

Acknowledge receipt of judgement, Case No. 2:13-CV- 8 KS-MTP Bivens et al versus City of Hattiesburg et al; authorize issuance of manual check in the amount of \$150,000.00 in accordance with judgement.

Notes:

Sponsors:

Enactment Date:

Attachments:

Enactment Number:

Contact:

Meeting Date: 08/02/2016

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	08/02/2016					
1	City Council	08/02/2016	Acknowledge				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Bradley to Acknowledge receipt of judgement, Case No. 2:13-CV- 8 KS-MTP Bivens et al versus City of Hattiesburg et al; authorize issuance of manual check in the amount of \$150,000.00 in accordance with judgement.

Council President Bradley thanked the Mayor for his efforts in negotiations.

Council member Carroll and the Mayor thanked Attorney Clark Hicks for his work on the case.

Mr. Hicks commended the Mayor and Council and said the City protected its former officers and protected the families of the [men who were wrongfully imprisoned] by compensating them.

Following discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Delgado

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

TEL-No Vote: 0

Text of Legislative File 2016-2841

Title

Acknowledge receipt of judgement, Case No. 2:13-CV- 8 KS-MTP Bivens et al versus City of Hattiesburg et al; authorize issuance of manual check in the amount of \$150,000.00 in accordance with judgement.

Summary

Acknowledging receipt of judgement and authorizing issuance of manual check in accordance with judgement.

Budget Information

Expenditure Type

Purchasing Item

Publication Information